



AGENDA
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, July 18, 2019
7:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. PRESENTATIONS

A. RECOGNIZING DAVID GRAY AND JEFF LONG FOR THEIR PROMPT ACTIONS AND SELFLESS SERVICE PERFORMED DURING A RESIDENTIAL STRUCTURE FIRE ON MAY 3, 2019.

B. PRESENTATION RECOGNIZING JENNIFER MILLER AS THE POLICE DEPARTMENT'S SELECTION FOR CIVILIAN VOLUNTEER OF THE YEAR

C. PRESENTATION OF THE JUNE AND JULY 2019 HOUSE OF THE MONTH

RECOMMENDATION: The purpose of this item is to recognize Kristine & Mark Heath, owners of 1698 Hilby Ave and Carrie Bosley, owner of 2075 Yosemite St. for beautifying and maintaining their properties.

D. PRESENTATION OF THE BUSINESS OF THE SECOND QUARTER 2019

RECOMMENDATION: The purpose of this item is to recognize Amelia and Patrick Loftus, owners of Hidden Fortress Coffee, for improvements made to the commercial building located at 1123 Fremont Blvd.

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 8, 2019 through July 5, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay periods of June 21, 2019 and July 5, 2019. Total Accounts Payable and Payroll for the above referenced period is \$6,013,893.86.

B. PROCLAMATION DESIGNATING JULY 2019 AS PARKS AND RECREATION MONTH

RECOMMENDATION: That the City Council support the Proclamation.

C. APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES FOR USE OF THE LAGUNA GRANDE HALL AT OLDEMEYER FOR A FORUM ON SCHOLARSHIP OPPORTUNITIES FOR LOCAL HIGH SCHOOL SENIORS

RECOMMENDATION: To approve a request from the Coalition of Scholarship Organization's (C.O.S.O.) for co-sponsorship and fee waiver of One Thousand, Two Hundred and Twelve Dollars and Fifty-Six Cents (\$1,212.56) for the costs associated with the use of the Laguna Grande Hall to hold their High School Forum on January 25, 2020.

D. APPROVE A FEE WAIVER FROM MONTEREY BAY BAPTIST DISTRICT ASSOCIATION FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR SCHOLARSHIP LUNCHEON

RECOMMENDATION: To approve a request from the Office of Monterey Bay Baptist District Association for a Fee Waiver of Seven Hundred, Forty Dollars and Twenty-Five Cents (\$740.25) for the costs associated with the use of the Laguna Grande Hall and kitchen to hold their Scholarship Luncheon.

E. APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF A 1995 PARAMOUNT 3-D TYPE I FIRE ENGINE AND DONATION OF ENGINE TO THE SOUTH YREKA FIRE PROTECTION DISTRICT.

RECOMMENDATION: Approve a resolution authorizing the surplus of a 1995 Paramount 3-D Type I fire engine and donation of engine and miscellaneous loose fire equipment to the South Yreka Fire Protection Fire District.

F. APPROVE A RESOLUTION CALLING FOR FULL AND FAIR FUNDING OF CALIFORNIA'S PUBLIC SCHOOLS

RECOMMENDATION: That the Council adopt the Resolution.

G. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF HARCOURT AVE FOR THE 2019 NATIONAL NIGHT OUT ON AUGUST 6, 2019 FROM 4:00PM TO 8:00PM.

RECOMMENDATION: The purpose of this item is for the Council to consider and approve a resolution for the closure of Harcourt Avenue from Hillsdale Street to Canyon Del Rey Blvd. on Tuesday, August 6, 2019, from 4:00 pm to 8:00 pm for the National Night Out event on the City Hall lawn. It is recommended that the City Council approve the closure of Harcourt Avenue during the 2019 National Night Out event.

9. BUSINESS ITEMS

A. APPROVAL OF A CONTRACT WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000

RECOMMENDATION: It is proposed the City Council authorize the City Manager to enter into a contract with Disaster Kleenup Specialists for on-call property clean-up services for an amount not to exceed \$100,000.

10. PUBLIC HEARING

A. ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9 ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Discuss, invite comments from the public, and adopt the ordinance amending Municipal Code Chapter 9 adding Chapter 9.21 "Storage of Personal Property on City Property."

B. APPLICANT APPEAL OF PLANNING COMMISSION DENIAL FOR COASTAL DEVELOPMENT PERMIT NO. CDP-19-02 AND USE PERMIT APPLICATION NO. UP-19-07. E&E CAPLOW LIVING TRUST, PROPERTY OWNER, AND HALA IBRAMIM (PM DESIGN GROUP), AND SILVIA WYTKIND (MCDONALD'S), APPLICANTS, FOR THE REESTABLISHMENT OF A DRIVE-THROUGH RESTAURANT AT 1516 CANYON DEL REY BOULEVARD. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 2, SECTION 15302 (B) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

RECOMMENDATION: Staff recommends that the City Council overturn the denial of Coastal Development Permit No. CDP-19-02 and Use Permit No UP-19-07 and approve Coastal Development Permit No. CDP-19-02 and Use Permit No. UP-19-07 subject to the conditions listed in the Draft Resolution.

C. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9.08 ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce the draft ordinance as presented, discuss, invite comments from the public, and pass to print the draft ordinance amending Municipal Code Chapter 9.08 to establish regulations for the use of designated skateboarding areas.

D. CONSIDERATION AND ADOPTION OF AN URGENCY ORDINANCE AMENDING CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS (ROLL CALL VOTE)

RECOMMENDATION: The purpose of this item is to adopt an urgency ordinance modifying Chapter 9.08 of the Seaside Municipal Code establishing regulations for the use of designated skateboarding areas. This ordinance will expire on the earlier of 45 days or upon the effective date of a permanent ordinance.

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

1. The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1)
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms
2. The Property Commonly Referred to As The Medical Officer Barracks (Property bounded by Lightfighter, and Giggling Road)
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

B. PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVERNMENT CODE 54957

Position Title: City Attorney

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (b)
POTENTIAL LITIGATION**

Conference with legal counsel regarding the potential of litigation (one potential case).

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 1, 2019
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: <http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council
FROM: Craig Malin, City Manager
BY: Troy Leist Division Chief
DATE: July 18, 2019

**SUBJECT: RECOGNIZING DAVID GRAY AND JEFF LONG FOR THEIR
PROMPT ACTIONS AND SELFLESS SERVICE PERFORMED
DURING A RESIDENTIAL STRUCTURE FIRE ON MAY 3, 2019.**

PURPOSE & RECOMMENDATION

To recognize David Gray and Jeff Long for their prompt actions and selfless service in attempt to protect property on-scene of a structure fire within the City of Seaside.

BACKGROUND

On May 3, 2019, Seaside Fire units responded to a report of a structure fire in the 1600 block of Goodwin Street; the fire ultimately damaged approximately 50% of a single-family home. When our fire units arrived, they noticed two individuals; Jeff Long and David Gray who had a garden hose and were spraying water on the home adjacent to the residence on fire.

At the time, it was thought that Jeff and David were the occupants of the home that they were protecting. We soon found out that they were good Samaritans that were in the area and chose to take action. The fire was intense and even with the water that Jeff and David were applying to the house, the window frames melted and the glass cracked.

Jeff and David's selfless actions undoubtedly saved the neighboring home from sustaining substantially more damage. On behalf of the Seaside Fire Department, we would like to say thank you for your heroic actions during this unfortunate event.

FISCAL IMPACT

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Accounting Technician
Kimberly Drabner, Finance Director

DATE: July 18, 2019

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 8, 2019 through July 5, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay periods of June 21, 2019 and July 5, 2019. Total Accounts Payable and Payroll for the above referenced period is \$6,013,893.86.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$ 1,229,788.09 for Payroll and benefits.
- \$29,304.65 to Boys & Girls Club of Monterey County for CDBG payment #2 for clubhouse improvements including \$22,357.15 for structure and \$6,947.50 for

site preparation.

- \$16,099.82 to John C. Gemma for (24) HP 16GB RAM BL460 \$3,172.62; (110) Microsoft Windows VDA license 1-year \$12,927.20.
- \$379,530.94 to Granite Rock Company for payment #5 for David Cutino Park - Phase I work completed through 5/31/2019. Services included: mobilization, hardscape paving, synthetic turf field, electrical, skate park, black clad chain link fence, pathway lighting, change order #5, minus current retention of (\$19,975.31).
- \$23,517.75 to Wallace Group for May, 2019 Seaside County Sanitation District Del Monte Blvd. sewer upgrade services. Services included: project management and technical meetings, and preparation of construction contract documents.
- \$40,815.75 to Pacific Gas & Electric for the collective payment for street lights, highway lighting, park lights and City office buildings. Service period: 3/27/2019 - 4/25/2019.
- \$11,240.00 to Transportation Agency for Monterey County (TAMC) for Seaside's contribution for FY 2019/20 for Monterey County's regional transportation work in connection with congestion management & traffic monitoring/planning.
- \$20,480.00 to Harris & Associates, Inc. for 12/30/2018 - 1/26/2019 services for the pavement rehabilitation project. Services included: pavement design (project management, preliminary engineering, and 60% PS& E).
- \$41,242.50 to Harris & Associates, Inc. for 1/27/2019 - 2/23/2019 services for the pavement rehabilitation project. Services included: pavement design (project management, preliminary engineering, and 60% PS& E).
- \$54,255.00 to Harris & Associates, Inc. for 2/24/2019 - 3/30/2019 services for the pavement rehabilitation project. Services included: pavement design (project management, preliminary engineering, and 60% PS& E).
- \$10,115.00 to Harris & Associates, Inc. for 4/28/2019 - 5/25/2019 services for: 1) CIP management for Del Monte Blvd. sewer line, Canyon Del Rey sewer line, Highway 1 sewer cleaning, and miscellaneous CIP oversight \$6,915.00; 2) Seaside County Sanitation District lift station upgrades \$3,200.00.
- \$33,012.50 to Don Chapin Company, Inc. for draw request billing for the bicycle-safe storm grates contract.
- \$43,903.49 to Tyler Technologies, Inc. for the maintenance fee for FY2019/20 for In-Code software used for City of Seaside transactions (financial, general ledger, personnel, time entry, payroll, utility billing, accounts payable, accounts receivable, building projects, business licenses, and cash collections).
- \$24,999.00 to Pyro Spectaculars North, Inc. for pyrotechnics for the 4th of July, 2019 event at Bayonet & Black Horse golf course.
- \$29,793.01 to Monterey County Auditor-Controller for Seaside's portion of the LAFCO budget allocation for FY 2019/20.
- \$97,425.00 to California JPIA for the FY2019/20 premium for all-risk property insurance (7/1/2019 - 6/30/2020).
- \$57,976.00 to California JPIA for the annual contribution for FY2019/20 for the

Seaside County Sanitation District liability program, \$68,968.00, minus retrospective adjustment (\$10,992.00).

- \$2,367,960.00 to California JPIA for the annual contribution for FY2019/20 for the City of Seaside liability program, \$919,583.00, workers' compensation program, \$1,232,276.00, retrospective adjustment for liability program, \$130,841.00, and retrospective adjustment for workers' compensation program, \$85,260.00.
- \$220,506.48 to Monterey Peninsula Engineering for estimate #13 for West Broadway Urban Village infrastructure improvements through 5/20/2019. Estimate includes: adjustment of compensation \$110,837.45, extra work for curbs and gutters \$32,674.94, plus retention of \$76,994.09.
- \$37,245.14 to TracNet for annual maintenance fee for the Police department's records management system. Period covered: 7/1/2019 - 6/30/2020.
- \$15,452.50 to Emergency Vehicle Specialists for the purchase and install of new lightbars on (2) Type I fire engines.
- \$11,582.50 to E2 Consulting Engineers, Inc. for lift station upgrade/replacement project services from 4/29/2019 - 5/24/2019 -- Construction phase.
- \$60,505.22 to PNC Equipment Finance for 1-year lease for Seaside County Sanitation District 2016 International 7400 4x2 vector truck.
- \$62,194.31 to Raimi & Associates, Inc. for April, 2019 services for the General Plan and EIR.
- \$19,050.93 to Rincon Consultants, Inc. for Fort Ord Main Gate specific plan amendment services for: December, 2018 \$4,177.20; February, 2019 \$12,580.69; March, 2019 \$2,293.04.
- \$41,069.50 to Project Dimensions, Inc. for David Cutino Park - Phase I services during May, 2019. Services included: contract documentation administration, coordination with City/design team inspections, and construction coordination.
- \$42,742.80 to Sanact, Inc. for the final payment and release for sewer cleaning (low water usage) and video inspection at Highway 1.
- \$49,723.75 to The Sohagi Law Group for: 1) General Plan legal services for May, 2019 \$14,162.50; 2) Campus Town Center legal services for May, 2019 \$35,561.25.

The remaining checks, totaling \$942,362.23 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 18, 2019

SUBJECT: PROCLAMATION DESIGNATING JULY 2019 AS PARKS AND RECREATION MONTH

PURPOSE & RECOMMENDATION

That the City Council support the Proclamation.

BACKGROUND

There is no staff report for this item. The request is to accept the proclamation designating July 2019 as Parks and Recreation Month.

FISCAL IMPACT

None.

ATTACHMENTS

1. Parks and Recreation Month
-

Reviewed for Submission to the
City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager

City of Seaside PROCLAMATION



Parks and Recreation Month July 2019

WHEREAS, *Parks and Recreation makes lives and communities better now and in the future; and*

WHEREAS, *it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and*

WHEREAS, *residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and*

WHEREAS, *residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and*

WHEREAS, *parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and*

WHEREAS, *the residents of the City of Seaside including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs including Soper Field, Cutino Park, Patchetti Park, Laguna Grande Park & Robert's Lake Eco-Recreation Station provided by the City of Seaside; and*

WHEREAS, *the City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and*

WHEREAS, *July is celebrated across the nation as Parks and Recreation Month.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim July 2019, as "**Parks and Recreation Month**" and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.*

Ian N. Oglesby, Mayor

July 18, 2019



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 18, 2019

**SUBJECT: APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S
REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES
FOR USE OF THE LAGUNA GRANDE HALL AT OLDEMEYER FOR
A FORUM ON SCHOLARSHIP OPPORTUNITIES FOR LOCAL
HIGH SCHOOL SENIORS**

PURPOSE & RECOMMENDATION

To approve a request from the Coalition of Scholarship Organization's (C.O.S.O.) for co-sponsorship and fee waiver of One Thousand, Two Hundred and Twelve Dollars and Fifty-Six Cents (\$1,212.56) for the costs associated with the use of the Laguna Grande Hall to hold their High School Forum on January 25, 2020.

BACKGROUND

The Coalition of Scholarship Organizations (C.O.S.O.) is planning their annual High School Senior Forum on January 25, 2020 at the Oldemeyer Center in the Laguna Grande Hall. They are requesting that the City co-sponsor and waive all fees associated with this event. The purpose of this forum is to introduce local high school seniors to scholarship organizations and opportunities on the Monterey Peninsula.

The Peninsula Branch NAACP, Alpha Kappa Alpha Sorority, Kappa Alpha Psi Fraternity, Seaside Kiwanis Club and Seaside Rotary Club are the local organizations that are members of the coalition. Since they are a coalition of several organizations they do not have non-profit status or insurance coverage which is why they are requesting city co-sponsorship for this event. The City Council has approved this fee waiver request and the co-sponsorship for the last thirteen years.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall 9 Hours @ \$105.75	\$ 951.75
Non-Refundable Portion Deposit	\$ 147.81
<u>Insurance</u>	<u>\$ 113.00</u>
TOTAL	\$1,212.56

ATTACHMENTS

1. COSO Fee Waiver 2019

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Ruthie Walter Organization COSO
Address 9 Stowe Ct Seaside CA 93955
Street City State Zip
Home Phone 394-3547 Cell Phone _____ Email Address on file

Room(s) Requested Auditorium Kitchen Dance Studio

Day(s) and Date(s) Requested _____

Hours Requested (include set-up time) 6 AM - 2 PM Estimated Attendance 150

Description of Event High School Forum -

Special Instructions or Equipment to Be Brought In N/A

Reason for Requesting Fee Waiver

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? January 25-2020

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 90%

What is your organization's tax identification number? _____

Is organization able to provide liability insurance? yes

Will alcohol be served or sold at your event? Yes ☐ No ☒

Applicant Signature Ruthie Walter Date 6-10-19

FOR OFFICE USE ONLY

Approved: _____

Denied: _____

Appealed: _____

Security Required? Yes ☐ No ☐

Staff Approval: _____

Date: _____

Notes: _____

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501© 3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
 2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
 3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
- OR**
- b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
 5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

CONTACT INFORMATION:

Organization: Coalition of Scholarship org. COSO

Name of Applicant: Ruthie Water

Address: 95 Stowe Ct City: Seaside State: CA

Phone: 394-3544 Email: RuthieVIP1@aol.com

Day of Event Contact Name and Phone: _____

☐ Resident

☐ Non-Resident

EVENT INFORMATION:

Event Title: Hester School Forum

Event Description: Scholarship information

Event Date: Jan. 25-26 Approximate Number of Guests: 150

Start Time: 6 End Time: 3 PM Set Up/Break Down Time: 6 PM

Special Instructions: N/A

Request to use the City's:

☐ Podium

☐ Microphone

☒ Projector Screen

*Subject to availability

**Projectors and other electronic equipment will not be provided

	Yes	No
Are you a non-profit organization?	☒	☐
Is the event open to the public?	☒	☐
Will admission be charged?	☐	☒
Will there be music?	☐	☒
Will there be live music and/or DJ?	☐	☒
Name of band or DJ:	_____	

	Yes	No
Will refreshments be served?	☒	☐
Will refreshments be sold?	☐	☒
Will you be using the kitchen?	☒	☐
Will alcohol be served?	☐	☒
Will alcohol be sold?	☐	☒
*Alcohol is prohibited at youth oriented events		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)



SEASIDE CALIFORNIA

Facility Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$105.75	\$131.50
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE MEETING ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56	\$70.25
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays 7:30-9:30 PM, and Sundays for any two hours between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom 	☐ Conference 	☐ U-Shaped 	☐ Pods
☐ Theater 	☒ Banquet 	☐ Empty Room 	☐ Other

I have read and agree to all pages in the rental agreement forms

Applicant Signature: Ruthie Water

Date: _____

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

RULES, REGULATIONS & CONDITIONS OF USE

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Refund requests made 48 hours in advance will receive a full credit towards future use, or a full refund less a \$7 surcharge. Refunds will not be given less than 48 hours in advance.
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 18, 2019

**SUBJECT: APPROVE A FEE WAIVER FROM MONTEREY BAY BAPTIST
DISTRICT ASSOCIATION FOR THE USE OF THE LAGUNA
GRANDE HALL AND KITCHEN FOR THEIR SCHOLARSHIP
LUNCHEON**

PURPOSE & RECOMMENDATION

To approve a request from the Office of Monterey Bay Baptist District Association for a Fee Waiver of Seven Hundred, Forty Dollars and Twenty-Five Cents (\$740.25) for the costs associated with the use of the Laguna Grande Hall and kitchen to hold their Scholarship Luncheon.

BACKGROUND

The Monterey Bay Baptist District Association is a non-profit organization. They are requesting a fee waiver to help cover the cost associated with their Scholarship Luncheon on Tuesday, July 30, 2019 from 9:00 a.m. to 4:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center.

This is the first time the Monterey Bay Baptist District Association is requesting a fee waiver.

Staff recommends that the fees be waived for rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$147.81 to go towards the building maintenance fund.

FISCAL IMPACT

Should the City Council approve the request with the staff recommendation, the fiscal

impact will be \$740.25. The organization would be required to pay the non-refundable deposit of \$147.81 which is used for capital improvements and ongoing maintenance for Oldemeyer Center.

ATTACHMENTS

1. Monterey Bay Baptist District Association - Fee Waiver Request 2019
 2. Monterey Bay Baptist District Association - 501(c)(3)
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Kenneth Murray Organization Monterey Bay Baptist District
Address P.O. Box 1296 Seaside CA 93955
Street City State Zip
Home Phone 831-224-9486 Cell Phone _____ Email Address pastorMurray@iclan
can

Room(s) Requested Laguna Grande

Day(s) and Date(s) Requested July 30, 2019

Hours Requested (include set-up time) 9AM - 4PM Estimated Attendance 200

Description of Event Scholarship Luncheon ^{second annual} ~~scholarship~~ Lunch

Special Instructions or Equipment to Be Brought In NONE Just Decorations

Reason for Requesting Fee Waiver

Lunched for Scholarship.
PASTOR H. H. LUSK MEMORIAL SCHOLARSHIP

Have you received a Fee Waiver in the past? Yes ☐ No ☒

If so, what was the date of your event? July 30th

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 98%

What is your organization's tax identification number? _____

Is organization able to provide liability insurance? Yes

Will alcohol be served or sold at your event? Yes ☐ No ☒

Applicant Signature Rev. Kenny Murray Date May 16, 2019

FOR OFFICE USE ONLY			
Approved:	_____	Security Required?	Yes ☐ No ☐
Denied:	_____	Staff Approval:	_____
Appealed:	_____	Date:	_____
		Notes:	_____

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501© 3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

- b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
 5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Monterey Bay Baptist District Association
Name of Applicant: Pastor Kenneth Murray
Address: Box 1296 City: Seaside State: CA
Phone: 831-224-9488 Email: pastorMurray@icloud.com
Day of Event Contact Name and Phone: Kenneth Murray 831-224-9488
☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Luncheon
Event Description: Monterey Bay Baptist district Association
Event Date: July 30, 2019 Approximate Number of Guests: 200
Start Time: 12pm End Time: 3pm Set Up/Break Down Time: 9AM-3PM
Special Instructions: _____

Request to use the City's: ☒ Podium ☒ Microphone ☐ Projector Screen
*Subject to availability **Projectors and other electronic equipment will not be provided

	Yes	No
Are you a non-profit organization?	☒	☐
Is the event open to the public?	☒	☐
Will admission be charged?	☐	☐
Will there be music?	☒	☐
Will there be live music and/or DJ?	☐	☒
Name of band or DJ:	_____	

	Yes	No
Will refreshments be served?	☐	☐
Will refreshments be sold?	☐	☒
Will you be using the kitchen?	☒	☐
Will alcohol be served?	☐	☒
Will alcohol be sold?	☐	☒

*Alcohol is prohibited at youth oriented events

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)



SEASIDE CALIFORNIA

Facility Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$105.75	\$131.50
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☒ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40

Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50

Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70

Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE MEETING ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60

Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER

Capacity: Dining: 85 / Theatre: 100

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56	\$70.25
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays 7:30-9:30 PM, and Sundays for any two hours between 8 AM – 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom 	☐ Conference 	☐ U-Shaped 	☐ Pods
☐ Theater 	☐ Banquet 	☐ Empty Room 	☐ Other

Don't know until 5/28/19

I have read and agree to all pages in the rental agreement forms

Applicant Signature: [Signature]

Date: 5/19/19

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

RULES, REGULATIONS & CONDITIONS OF USE

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Refund requests made 48 hours in advance will receive a full credit towards future use, or a full refund less a \$7 surcharge. Refunds will not be given less than 48 hours in advance.
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: July 18, 2019

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF A 1995 PARAMOUNT 3-D TYPE I FIRE ENGINE AND DONATION OF ENGINE TO THE SOUTH YREKA FIRE PROTECTION DISTRICT.

PURPOSE & RECOMMENDATION

Approve a resolution authorizing the surplus of a 1995 Paramount 3-D Type I fire engine and donation of engine and miscellaneous loose fire equipment to the South Yreka Fire Protection Fire District.

BACKGROUND

When the City Council authorized the purchase of a 2019 Emergency-One fire department ladder truck in December of 2017, staff recommended the surplus of our oldest apparatus, a 1995 Paramount 3-D fire engine. In early May 2019, the Siskiyou County Fire Chief Association President contacted the Monterey County Fire Chiefs' Association President looking for a surplus engine to support the fire departments in their County.

The City received a request from the South Yreka Fire Protection District for donation of our surplus engine. The South Yreka Fire Protection District is an all-volunteer agency with an annual budget of \$55,000, and as indicated in the request, this 1995 engine would be the newest piece of apparatus in their fleet.

The South Yreka Fire Protection District will be accepting the engine in "as-is" condition.

It is difficult to estimate the value of this piece of apparatus, however the City only

received \$1,500 for the last fire engine sold at auction.

The final surplus status of the last three fire apparatus removed from service:

- 1976 engine donated in 2007 to the Monterey Peninsula College Fire Academy.
- 1981 engine donated in 2004 to Sonora, Mexico; City received \$500.00 from Valley of the Moon Firefighters Association who facilitated the donation.
- 1988 engine sold at auction in 2008 for \$1500.00

FISCAL IMPACT

None

ATTACHMENTS

1. Resolution
 2. E-Mail Request
 3. Donation Request Letter
 4. Yreka Fire Protection District Release of Liability
 5. List of Loose Surplus Equipment No Longer Servicable to the Seaside FD
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF A 1995 PARAMOUNT 3-D TYPE I FIRE ENGINE AND DONATION OF ENGINE TO THE SOUTH YREKA FIRE PROTECTION DISTRICT.

WHEREAS, when the City Council authorized the purchase of a 2019 Emergency-One fire department ladder truck in December of 2017, staff recommended the surplus of our oldest apparatus, a 1995 Paramount 3-D fire engine; and,

WHEREAS, in early May 2019, the Siskiyou County Fire Chiefs' Association President contacted the Monterey County Fire Chiefs Association President looking for a surplus engine to support the fire departments in their County; and,

WHEREAS, the fire department received a request from the South Yreka Fire Protection District for donation of our surplus engine; and,

WHEREAS, the South Yreka Fire Protection District is an all-volunteer agency with an annual budget of \$55,000, and as indicated in the request, this 1995 engine would be the newest piece of apparatus in their fleet; and,

WHEREAS, the South Yreka Fire Protection District will be accepting the engine in "as-is" condition; and,

WHEREAS, the final surplus status of the last three fire apparatus removed from service:

- 1976 engine donated in 2007 to the Monterey Peninsula College Fire Academy.
- 1981 engine donated in 2004 to Sonora, Mexico; City received \$500.00 from Valley of the Moon Firefighters Association who facilitated the donation.
- 1988 engine sold at auction in 2008 for \$1500.00.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves a resolution authorizing the surplus of a 1995 Paramount 3-D Type I fire engine and donation of engine to the South Yreka Fire Protection District.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of July, 2019, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Brian Dempsey - Fwd: Siskiyou County Chiefs Association

From: Doug McCoun <dmccoun@cityofmarina.org>
To: Doug McCoun <dmccoun@cityofmarina.org>, George Young <Pumpermanag@yahoo....>
Date: 5/1/2019 8:51 PM
Subject: Fwd: Siskiyou County Chiefs Association

Can anybody help The Siskiyou County Chiefs Association?

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Fulcher, David@CALFIRE" <David.Fulcher@fire.ca.gov>
Date: 5/1/19 8:11 PM (GMT-08:00)
To: Doug McCoun <dmccoun@cityofmarina.org>
Subject: Siskiyou County Chiefs Association

Doug,

The Siskiyou County Chiefs Association is looking for surplus engine to support 30 of their Departments. Do you think the Monterey County Fire Chiefs could help?

Bernie Paul is their County Fire Chief Association President, and he is currently the South Yreka Fire Protection District Chief's. His contact information is listed below.

4811 Schulmeyer Gulch Rd
Yreka, Ca 96097
530-598-0599
Berniepaul@nctv.com

Thanks,

David Fulcher
CAL FIRE
Unit & Fire Chief
San Benito-Monterey
Proudly Serving Pebble Beach, Cypress, Aromas Tri-County, Carmel Highlands
South Monterey County, Parkfield, Mission Soledad, and the City of Soledad
(831) 333-4600

Every Californian should conserve water. Find out how at:

SaveOurWater.com · Drought.CA.gov

-----Original Message-----

From: Bernie Paul [<mailto:berniepaul@nctv.com>]
Sent: Wednesday, April 24, 2019 11:21 AM

To: Fulcher, David@CALFIRE <David.Fulcher@fire.ca.gov>
Subject: Chief

I am the Chief of a small Department in SISKIYOU County, South Yreka Fire Protection District. Also the President of the County Chiefs Association. Anyway Siskiyou County has had a good relationship with Monterey County. We have received a few of you old fire engines, I have one a South Yreka Fire. Anyway we have 30 Departments here all in need of Fire equipment so I thought I would give my contact info to you.

Bernie Paul
4811 Schulmeyer Gulch Rd
Yreka, Ca 96097
530-598-0599
Berniepaul@nctv.com

If you have any questions please let me know. Thru the Chiefs Association I can make sure any equipment will go to the Department with the most need.

Thanks Chief!

Bernie Paul
South Yreka Fire Chief



South Yreka Fire Protection District

Loyal to our duty since 1973

3420 Easy Street
Yreka, California
96097

Office: (530)842-1477
Fax: (530)842-1477
Email: syrfd@nctv.com

Chief Brian Dempsey this is a letter asking for a Donation of a 1995 Paramount 3-D Type 1 fire engine. The South Yreka Fire Protection District is a small District and has a budget of less than \$55,000 dollars a year. We respond to 200 calls a year and our area is very rural, we have Interstate 5 and old HWY 99 that run thru our District. We have about 500 residents within our District.

Our need is, we have been asked by residents to expand our District boundaries to include a much larger area that will include 108 residents and 34,500 ac. While the expansion will not be an additional work load because we respond currently under mutual aid to the County, but for the residents to obtain insurance we must place a Type 1 engine within 5 miles, we have been donated a property and the use of an enclosed barn to house the engine until a station can be built. Most of the residents have lost their home owners insurance because they are not within a district. With this Type 1 engine we can cover the area under and contract with the County until the LAFCO process can be completed. We also respond to all SRA fires with CAL FIRE who has all wildland responsibility in our District.

A little about myself, I am a 45-year fire service officer, retired from CAL FIRE with 39 years, the last 7 were the Unit Chief and County Fire Warden for Siskiyou County. I have been appointed as Chief of South Yreka Fire Protection District in 2016 and have been working to bring the level of service up to standard. We just completed our ISO review in 2018 and have a rating of 8-B and working on the alternative water source to bring that down, we have no fire hydrants in our area. Equipment we have are a 1988 type 3 4x4 engine, old Model 5, Type 1, 1994 E-one, 4,000-gal water tender and a F-550 rescue.

Thank you for considering our need!

Bernie Paul
Fire Chief
South Yreka Fire Protection District
530-598-0599 cell



South Yreka Fire Protection District

Loyal to our duty since 1973

3420 Easy Street
Yreka, California
96097

Office: (530)842-1477
Fax: (530)842-1477
Email: syrfd@nctv.com

Seaside Fire Department
Chief Brian Dempsey

Thank You for being considered to receive your donation of the 1995 Paramount 3-D type 1 engine. The South Yreka Fire Protection District fully understands this is a as is condition with no liability to the City of Seaside. South Yreka Fire Protection District accepts those terms. Again, thank you for allowing us to receive this Engine, this donation will make a very large impact on our fire District and will raise our level of service to our residents.

South Yreka Fire Protection District
Bernie Paul Chief
3420 East Street
Yreka, CA 96097

List of loose equipment that is no longer serviceable to the Seaside Fire Department:

- Empty medical bags (3)
- Circle D lights (3)
- 15 amp extension cords (3)
- Mobile radios (2)
- Portable charger docks (3)
- Foam eductor (1)
 - 25' section of 5"
 - 10' section of 3"
 - 2" play pipe nozzle tip
 - 1 ½" fog nozzle tip
- Sponner wrench (3)
- Rolls 1" hose
- Hose clamp (1)
- Life vest (1)
- Portable ground monitor base (1)
- 24' ladder
- 14' ladder
- 10 attic ladder
- 12' pike pole
- 8' pike pole



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 18, 2019

**SUBJECT: APPROVE A RESOLUTION CALLING FOR FULL AND FAIR
FUNDING OF CALIFORNIA'S PUBLIC SCHOOLS**

PURPOSE & RECOMMENDATION

That the Council adopt the Resolution.

BACKGROUND

Public education is of critical importance to the community and the nation. This resolution urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025, and to maintain, at a minimum, this level of funding until otherwise decreed.

FISCAL IMPACT

There is no fiscal impact associated with adopting this resolution.

ATTACHMENTS

1. Resolution Calling for Full and Fair Funding
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CALLING FOR FULL AND FAIR FUNDING OF CALIFORNIA'S PUBLIC SCHOOLS

WHEREAS, California has the sixth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation; and

WHEREAS, despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS, California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil-teacher ratios and 48th in pupil-staff ratios; and

WHEREAS, K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and

WHEREAS, under the Local Control Funding Formula (LCFF), state funding for K-12 schools has only recently returned to levels predating the Great Recession of 2007; and

WHEREAS, the modest revenue increases since the implementation of LCFF have been eroded by rapidly increasing costs for health care, pensions, transportation and utilities; and

WHEREAS, 58 percent of California's public-school students are eligible for free and reduced-price lunch – 13 percent above the national average – and 23 percent of California students are English learners, more than twice the national average; and

WHEREAS, California's investment in public schools is out of alignment with its wealth, its ambitions, its demographics and the demands of a 21st-century education; and

WHEREAS, in 2007, a bipartisan group of California leaders commissioned a report titled Getting Down to Facts, which stated it would take an additional \$17 billion annually to meet the State Board of Education achievement targets for K-12 schools; and

WHEREAS, in 2016, a California School Boards Association (CSBA) report, California's Challenge: Adequately Funding Education in the 21st Century, updated the Getting Down to Facts data and determined that, adjusting for inflation, and additional \$22 billion to \$40 billion annually would be required to provide all public school students with access to a high-quality education; and

WHEREAS, California funds schools at roughly \$1,961 per student less than the national average, which translates to approximately \$3,462 per student when adjusted for California being a high-cost state; and

WHEREAS, California trails the average of the top 10 states by almost \$7,000 in per-pupil funding; and

WHEREAS, in Robles-Wong v. State of California, a group of plaintiffs led by CSBA argued that California's school funding system violated Article IX of the State Constitution by denying all students access to an education that prepares them for economic security and full participation in our democratic institutions; and

WHEREAS, the California Supreme Court declined to hear the case by a 4-3 margin, prompting Justice Goodwin H. Liu to write: "It is regrettable that this court, having recognized education as a fundamental right in a landmark decision 45 years ago [Serrano v. Priest (1971) 5 Cal.3d 584], should now decline to address the substantive meaning of that right."; and

WHEREAS, in order to prepare our students for participation in a democratic society and an increasingly competitive, technology-driven global economy, California must fund schools at a level sufficient to support student success; and

WHEREAS, despite its vast wealth, California has consistently underfunded public education while widening its scope, adding new requirements and raising standards without providing appropriate resources to prepare all students for college, career and civic life; and

WHEREAS, if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 18th day of July 2019 by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: July 18, 2019

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF
HARCOURT AVE FOR THE 2019 NATIONAL NIGHT OUT ON
AUGUST 6, 2019 FROM 4:00PM TO 8:00PM.**

PURPOSE & RECOMMENDATION

The purpose of this item is for the Council to consider and approve a resolution for the closure of Harcourt Avenue from Hillsdale Street to Canyon Del Rey Blvd. on Tuesday, August 6, 2019, from 4:00 pm to 8:00 pm for the National Night Out event on the City Hall lawn. It is recommended that the City Council approve the closure of Harcourt Avenue during the 2019 National Night Out event.

BACKGROUND

National Night Out is a community-police awareness-raising event throughout the United States, and is held annually the first Tuesday of each August.

National Night Out will be held on the City Hall lawn this year from 4:00 pm to 9:00 pm.

Police and Fire vehicles along with Recreation personnel, special equipment and information booths will be on site for the public to view.

FISCAL IMPACT

The City will incur incidental costs for staff time related to the event.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CLOSURE OF HARCOURT AVENUE FOR THE 2019 NATIONAL
NIGHT OUT EVENT ON AUGUST 6, 2019.**

WHEREAS, National Night Out is a community-police awareness-raising event throughout the United States, held annually the first Tuesday of each August; and

WHEREAS, the City of Seaside supports the National Night Out Event; and

WHEREAS, the closing of Harcourt Avenue is necessary for the City of Seaside's National Night Out on August 6, 2019 from 4:00 p.m. to 8:00 p.m.; and

WHEREAS, it is necessary to close Harcourt Avenue from Hillsdale Street to Canyon Del Rey Blvd. to insure the safety of the public crossing this roadway during the course of the one-day event ;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the closure of Harcourt Avenue from Hillsdale Street to Canyon Dey Rey Blvd. to ensure the safety of the public crossing this roadway during a City special event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of July, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian Oglesby, Mayor

ATTEST:

Lesley E. Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 18, 2019

**SUBJECT: APPROVAL OF A CONTRACT WITH DISASTER KLEENUP
SPECIALISTS FOR ON-CALL PROPERTY CLEAN-UP SERVICES
FOR AN AMOUNT NOT TO EXCEED \$100,000**

PURPOSE & RECOMMENDATION

It is proposed the City Council authorize the City Manager to enter into a contract with Disaster Kleenup Specialists for on-call property clean-up services for an amount not to exceed \$100,000.

BACKGROUND

The City issued a Request for Proposals for On-Call Property Clean-up Services for a qualified and responsible company or contractor available to provide on-call clean-up services to remove personal property stored on public property (and potentially private property) including homeless encampments, alley ways, and other public and / or private property as needed.

Five proposals were received from the following companies:

Bio-One
California Premier Restoration
Clean Harbors
Disaster Kleenup Specialists
Zarcos Tree Service

The Human Resources Director / Risk Manager and Public Works Director / City Engineer reviewed the proposals and invited California Premier Restoration and

Disaster Kleanup Specialist to interview with the Maintenance & Utilities Superintendent, Police Sergeant Law, and the Human Resources Director / Risk Manager.

Disaster Kleanup Specialists were chosen for this contract by the selection committee based on their competitive pricing, staff availability, and experience.

FISCAL IMPACT

The contract with Disaster Kleanup Specialists is for time and materials for a not to exceed cost of \$100,000. This contract was anticipated and included in the 2019/2020 budget.

ATTACHMENTS

1. RFP On-Call Property Clean-Up Services
 2. DKI Proposal
 3. Contract
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



REQUEST FOR PROPOSALS FOR ON-CALL PROPERTY CLEAN-UP SERVICES

Proposal Due Thursday, June 20, 2019 by 5:00pm

The City of Seaside (City) is seeking proposals from qualified and responsible companies or contractors available to provide on-call clean-up services to remove personal property stored on public property (and potentially private property) including homeless encampments, alley ways, and other public and/or private property as needed.

I. BACKGROUND

The City consists of 9.4 square miles of primarily urban and residential properties with 7.8 miles of alley ways. Seaside contains several areas of open space, including Laguna Grande Regional Park and the open space on the former Fort Ord, which have become popular places for homeless to establish camps and to store and accumulate private property. The City does not currently have the resources to clean-up these areas.

The RFP presented here is the result of research of best management practices intended to protect the health, safety, and welfare of the community and also recognize that there are members of the community without access to private spaces.

At this time, it is difficult to predict how many camps will be cleaned or the size and scope of each area. On occasion, the size is much larger than first anticipated, yet in others, they turn-out to be vacated and simple jobs. The City has therefore been relying on time-and-material job estimates on a per-site basis.

II. SCOPE OF WORK

The City has prepared a Statement of Work that is attached as Attachment "A" to this Request for Proposals ("RFP"), entitled: PROCEDURE FOR THE REMOVAL OF PERSONAL PROPERTY STORED ON CITY PROPERTY.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state the respondent's qualifications and approach to providing the required services. In reviewing the proposals, the City will consider the quality of the proposal to be reflective of the potential quality of the work the Contractor is able to perform. The ability of the Contractor to clearly and concisely convey information will be considered in the review process. Contractors are encouraged not to submit lengthy and overly wordy proposals.

The proposal must be concise (maximum 15 pages) and include, at a minimum, the following:

- A. A brief description of the Contractor's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services. The proposal to provide services should remain valid for at least 90 days from the proposal due date.
- B. Include a summary containing highlights of the proposal approach, describing how the company or contractor would be organized to complete the work in the proposal and how the company or contractor will ensure responsiveness to City requirements.
- C. Include a description of the company or contractor's proposed response to "Attachment A" Statement of Work. Also, include a list of all the company or contractor's employees, a list of the key personnel assignments and responsibilities, and a copy of current permits and/or licenses. Details should include a list of fees to be charged as well as hourly rates for employees and equipment costs. This should also include a full and detailed presentation of the company or contractor's experience in completing similar work with public agencies.
- D. Proof of Insurability. A letter of commitment or certificate of insurance from an acceptable insurance company setting forth that insurance coverage, at a minimum in the following types and amounts, will be available at the time of commencement of the Agreement term. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and the company or contractor selected.

General Liability

Combined Single Limit Per Occurrence.....\$2 million
General Aggregate.....\$4 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability

Combined Single Limit Per Occurrence.....\$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation.....Statutory Limits

- E. A summary of the qualifications and experience of each proposed team's experience performing clean-up services in the public sector.

- F. A list of references of relevant clients, or former clients, including a contact person with their current telephone number and email address.

IV. QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to Roberta Greathouse, Human Resources Director / Risk Manager at rgreathouse@ci.seaside.ca.us. Emails with questions related to this RFP should include, **“Question Regarding On-Call Property Clean-up RFP,”** in the subject line so they can be readily identified as a question related to this RFP. Questions are due no later than Thursday, June 13, 2019. A formal response will be posted on Monday, June 17, 2019.

V. SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy in PDF format of your Proposal via email to rgreathouse@ci.seaside.ca.us; **or** two (2) copies in print of your Proposal to the City's offices not later than 5:00 p.m. Pacific Time on Thursday, June 20, 2019, addressed as follows:

Attn: Roberta Greathouse, Human Resources Director / Risk Manager
On-Call Property Clean-up Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6713

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or file attachments larger than 5 Mbytes. It is incumbent upon the proposer to ensure that email transmissions are received at the email address listed above.

All material submitted in accordance with this RFP becomes property of the City and will not be returned.

VI. EVALUATION PROCESS

City staff will review each proposal for completeness and content. It is the City's sole desire to contract with a qualified, professional company or contractor that has the proven experience, financial resources, and professional expertise to deliver public property clean-up services. Strong consideration will, therefore, be given to the company or contractor's experience and ability to meet the requirements set forth in this Request, the extent and quality of the company or contractor's existing facilities and services, and the financial capability of the company or contractor.

Each proposal will be evaluated based upon the relevant qualifications and experience of the Contractor. Staff may conduct interviews if necessary. References will also be verified. The proposal review will focus upon the following criteria:

1. *Organization*: Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience*: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing*: Are the firm's references from current and previous clients favorable? Is the firm responsive and professional?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*: Ability to perform services in the City at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

Proposals will be ranked on the basis of qualifications. The City may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of Contractor. The term of the agreement is for one year and may be extended in one year increments for up to three additional years. It may be determined that no proposal exhibits adequate qualifications. Therefore, Contractor may or may not be called upon by the City to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFP	May 31, 2019
Deadline for Request for Inquiries (RFI's)	June 13, 2019
Posted Response to RFI's	June 17, 2019

Proposals Due	June 20, 2019
Interview Contractor(s), if necessary	June 24, 2019
Award of Contract	June 27, 2019

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City will select a Contractor with which to enter into negotiations for the assignments described. The selected Contractor shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the Contractor Agreement, which is contained in Attachment C.

XI. INSURANCE REQUIREMENTS

The selected Contractor, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Contractor Agreement (Attachment C).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. The selected Contractor agrees to provide the City with a copy of said policies, certificates and/or endorsements.

The selected Contractor shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFP.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Contractor that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall

be considered after its submission on grounds that the Contractor was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Contractor as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Contractor submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the Contractor who submitted the information with reasonable notice to allow the Contractor to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Contractors in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Contractor and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Contractor's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Contractor's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

XVI. PROHIBITION OF GIFTS

The City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Contractor. To avoid even the appearance of impropriety, Contractors should not offer any gifts or souvenirs, even of minimal value, to the City officers or employees. The Contractor shall be subject to the City's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or other protected classification, in connection with or related to the performance of the City contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFP process:

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Contractor Agreement (Attachment C). Exceptions proposed by the Contractor, if any, to the terms and conditions included in the City's Standard Contractor Agreement should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City reserves the right without limitation to:
 - 1. Enter into an agreement with another Contractor in the event that the originally selected Contractor defaults or fails to execute an agreement with the City;
 - 2. Modify and re-issue the RFP;

3. Take action regarding the RFP as may be deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Contractor.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City, and of the Contractor.
- F. While it is the intent of the City is to proceed with this project, this solicitation does not obligate the City to enter into an Agreement. The City retains the right to cancel this RFP at any time should the project be cancelled, the City loses the required funding, or it is deemed in the best interest of the City. No obligation either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of an RFP.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

- A – Statement of Work
- B – Guidelines for Property Identification
- C – Contractor Agreement

ATTACHMENT A
STATEMENT OF WORK

City

Procedure for the Removal of Personal Property Stored on City Property

1 GENERAL

1.1 DEFINITIONS

1.1.1 City: City

1.1.2 Encampment: The unauthorized perhaps illegal establishment, temporary or not, of one or more living spaces consisting of tarps, and other non-traditional housing materials, on public or private property where said living space is the primary residence of one or more persons.

1.2 OVERVIEW

1.2.1 As directed by City, Contractor shall provide turnkey homeless encampment site and other clean-ups as described herein, with the goal to keep waterways, parks and public space free of encampments to protect the environment, and provide safe use of public areas.

2 CONTRACTOR DUTIES AND RESPONSIBILITIES

2.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc., separating out personal property (defined in Attachment B), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Regional Waste Management District Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.

2.2 As needed, Contractor will clean-up City alley ways on an on-call basis.

2.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.

2.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. Additional specific instructions will be given at the work location.

2.5 Contractor shall post City provided "Notice to Vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur no less than a minimum of 72-hours from the date of the clean-up, or up to two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.

2.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.

2.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment B to this Statement of Work. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up site indicating contact information for reclaiming personal property.

2.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean-up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.

2.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled

personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.

2.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.

2.11 If necessary, Contractor shall work with City representatives to obtain, maintain and comply with all permits required to perform clean-ups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.

2.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.

2.13 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.

2.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.

2.15 City reserves the right to cancel any given project if the City, deems in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.

2.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.

2.17 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

3 CITY RESPONSIBILITIES

3.1 City shall issue a work order and provide a minimum 24-hour notice to the Contractor prior to the start time of a clean-up project and issue maps and property boundary information as appropriate.

3.2 City shall provide security during the posting of the "Notice to Vacate" and for the duration of the clean-up.

3.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during the course of a clean-up.

3.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property.

4 SAFETY AND TRAINING

4.1 Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

4.2 Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.

4.3 Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4.4 Contractor shall be OSHA certified to operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.

4.5 Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel and personal protective equipment. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

4.6 Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will coordinate disposal of these wastes and syringes with City staff and consistent with Section 2.18.

4.7 Contractor shall provide copies of any training records and licenses required by the City upon request.

Attachment B

Guidelines for Property Identification

1. Unless an item is obvious trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.
2. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored. City staff should be consulted as needed.
3. Examples of items to take to storage: The following are examples of items that are considered personal property and will be stored:
 - ID/Social Security cards
 - Birth Certificates
 - Medications
 - Tents
 - Stove or barbeque grill
 - Pots, pans, and cooking utensils
 - Packaged non-perishable foods
 - Sleeping bag, blanket
 - Clothing
 - Backpack or other bag
 - Handheld tools
 - Tents
 - Radios & Electronics
 - Photos/Photo Albums
 - Tax/medical records
 - Intact Bicycles
 - Jewelry
 - Purses/backpacks/briefcases
 - Eyeglasses

- Books
 - Tools
 - Generators
4. Items that are trash or pose a threat to public health or safety and will not be stored. The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:
- Soiled or moldy items including items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
 - Loose or scattered papers
 - Wet or damp clothing, bedding, or sleeping bags
 - Perishable food or personal products that will spoil or rot in storage
 - Bike carcasses
 - Shopping carts
 - Broken or disassembled items or those stripped of parts
 - Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
 - Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
 - Weapons: weapons will be turned over to the SPD
 - Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers
 - All medications and controlled substances will be turned over to the PD for storage



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
(INSERT PROJECT TITLE)**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 201__, between the City of Seaside, a municipal corporation ("City") and _____, a _____, ("Contractor") whose current and valid Contractor's License # _____, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor. Contractor shall complete the tasks in accordance to the fee schedule for the scope of services as set forth in Exhibit B.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement. To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, **Exhibit E** hereto. In the event of conflict, the requirements of City's Request for

Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

City Engineer/Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ (\$_____) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10)

days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at _____; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify

and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of

city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in

the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Contractor:

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

<u>Attachments:</u>	<u>Exhibit A</u>	<u>Scope of Work</u>
_____	<u>Exhibit B</u>	<u>Contractor Rate Schedule</u>
_____	<u>Exhibit C</u>	<u>Insurance Requirements</u>
_____	<u>Exhibit D</u>	<u>City's Request of Proposal</u>
_____	<u>Exhibit E</u>	<u>Contractor's Proposal</u>

CITY OF SEASIDE

EXHIBIT A

SCOPE OF WORK

EXHIBIT C

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage

liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely

responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers,

officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against

AGENCY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum

insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



Disaster Kleenup Specialists

"Premier Full Service Restoration."

On-Call Property Clean-Up Services Proposal

- A. Disaster Kleenup Specialists Inc. is a corporate business that's been established since 1981. We offer services such as fire damage restoration, water damage repair, flood cleanup, mold remediation, emergency board up services, wind and storm restoration, hazmat cleanup, plus much more. We are license and certified to perform work (see attachment of all licenses & certs).
- B. We are a 24 emergency service company and can respond day or night if required. Once a job site has been inspected we can mobilize that day or within 24hrs from time of inspection. Project manager will walk the site and determine correct course of action required as each site will be different and may require specialized equipment. Photos will be taken of all sites and an estimate can be completed and submitted with in 24hours. All team members are trained in PPE (Personal Protective equipment). Hour Company has a 24hr answering services so all calls will be taken and sent out to all teams. We can also supply a list of main contacts with direct cell phone lines.
- C. Disaster Kleenup Specialists will do the clean-up encampment sites for the city, we will supply all labor, materials, tools and equipment. Supervision of the crew will be on site to ensure safety procedures are followed; this will be done by Michael Maguire who's our superintendent. Our crew will do the before and after photos to document the clean-up site. Vicki Leal is our Project Manager who will oversee the clean-up scheduling and planning with the city. If any solid waste and hazardous waste in needed, Disaster Kleenup Specialists will property dispose it. Crew on site will be Graciela Gonzales, Joseline Narciso, Julian Martinez, Justice Ramirez, Michael Olivio and Zachary Mckenzie. <details of fees to charge/hourly rates for employees and equipment costs> (See Attachment)
- D. Proof of Insurability. SEE ATTACHMENT.
- E. Previous clean-up services performed; California state parks of Recreation, County of Monterey and City of Del Rey Oaks, City of Pacific Grove. (See Attachment of work)

LICENSES & CERTIFICATIONS

*Indicates Disaster Kleenup Specialists Exclusive

- **B, ASB, HIC, C-15 Classification, General Contractors License** – #458398 State of California – Contractors State License Board
- ***Registered Asbestos Contractor – DOSH Certification** – #794 State of California – Division of Occupational Safety and Health
- **Certified:** Water Damage Technician, Odor Control Technician, Fire Damage Technician, Carpet Cleaning, Upholstery & Fabric Cleaning
- **IICRC Certified** – #25822 – International Institute of Cleaning and Restoration Certification, Washington, D.C.
- **IICRC Certified** – See certification list below.
- **WMBE Certified**
- Certified Microbial Remediation Supervisor (CMRS)
- American Indoor Air Quality Council
- Mold Remediation Technician Training
- Restoration Consultants
- HAZWOPER First Responder, Hazardous Material Technician Certification, NATEC International, Inc.
- Certified in Applications of Infrared Thermography in the Inspection and Diagnosis of Low Slope Commercial Roofing Systems; Infrared Training Center, N. Billerica, MA
- Certified in Applications of Infrared Thermography in Building Sciences for Inspection of Residential and Commercial Buildings; Infrared Training Center, N. Billerica, MA
- Asbestos 40 Hr Contractor/Supervisor Course
- NATEC International, Inc.
- ***Lead Hazard & Maintenance Training**
- Benchmark Environmental Engineering
- Advanced Commercial Ventilation Training

II CRC Certifications

- Water Damage Restoration
- Fire & Smoke Restoration
- Applied Microbial Remediation
- Applied Structural Drying
- Carpet Cleaning
- Upholstery & Fabric Cleaning
- Odor Control
- Cpt. Repair & Reinstallation
- Master Textile Cleaner
- Journeyman Textile Cleaner
- Journeyman Water Restorer

- Mechanical Systems Hygiene Institute
- Certified as a Women Owned Business by the SBA and by the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission
- White Stag Leadership Development



CERTIFICATE OF LIABILITY INSURANCE

REAMC-1

OP ID: ML

DATE (MM/DD/YYYY)

06/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bozzuto & Associates Insurance 34 S. Second St Campbell, CA 95008 Andrea Hering		CONTACT NAME: Melissa Sykes PHONE (A/C, No, Ext): 800-989-8712 E-MAIL ADDRESS: melissas@dbinsurance.com FAX (A/C, No): 408-429-8460		
INSURED Disaster Kleenup Specialist Inc. Monterey Bay, Inc. P. O. Box 1340 Seaside, CA 93955		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Tokio Marine Specialty Ins Srv		23850
		INSURER B : Philadelphia Indemnity Insuran		18058
		INSURER C : State Comp Ins Fund of CA		35076
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			PPK1845798	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
A	☒ Professional Liab			PPK1845803	07/01/2018	07/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	☒ CPL/Mold			PPK1845803			MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							PROF/CPL \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			PHPK1845749	07/01/2018	07/01/2019	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS		☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE			PUB637199	07/01/2018	07/01/2019	AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐ Y/N	9213559-18	07/01/2018	07/01/2019	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Equipment			PPK1845798	07/01/2018	07/01/2019	Bailees 1,000,000
A	☒ Rented/Leased Equi			PHPK1845749	07/01/2018	07/01/2019	Limit/Ded 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ONCALLP

ON-Call Property
Clean-up Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

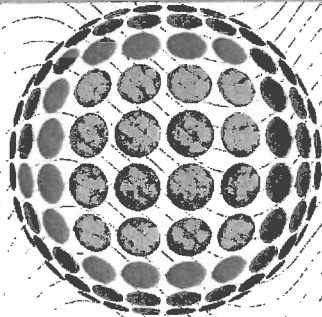
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Item	Hourly Labor Rates	Unit	No. of Hours	Hourly Price Rate	Amount
1	Project Manager	Hr	1	85.-	85.-
2	Superintendent	Hr	1	65.-	65.-
3	Foreman	Hr	1	55.-	55.-
4	Laborer group 4 Final Clean	Hr	1	51.-	51.-
5	Laborer Demolition	Hr	1	50.-	50.-
6	Mitigation/ Remediation Supervisor	Hr	1	71.-	71.-
7	Certified Trauma Cleaner	Hr	1	105.-	105.-
8	Mitigation/ Remediation Technician	Hr	1	67.83	67.83
				SUB TOTAL A	\$ 557.83
	Equipment Schedule/ Misc. Charges		Quantity	Daily Rate/Eac h	Amount
9	Air Mover	Day	1	25.-	25.-
10	Multiport adapter cavity drying	Day	1	30.-	30.-
11	Vane Axial	Day	1	25.-	25.-
12	Dehumidifier 70 pints AHAM	Day	1	51.-	51.-
13	Dehumidifier 130 pints AHAM	Day	1	71.-	71.-
14	Electric Heat Dryer 31,000 BTU	Day	1	460.-	460.-
15	Negative Air Machine Small 500 CFM	Day	1	70.-	70.-
16	Negative Air Machine Large 2000 CFM	Day	1	105.-	105.-
17	Submersible Pump	Day	1	55.-	55.-
18	Percent Reduction for Weekly Rental	%	100	10%	-()
19	Filter for Negative Air Small (HEPA Filters)	Ea	1	94.-	94.-
20	Filter for Negative Air Large (HEPA Filters)	Ea	1	121.-	121.-
21	Emergency Mobilization Fee during Normal Hours	Ea	1	150	150
22	Emergency Mobilization Fee After Hours	Ea	1	220	220
				SUB TOTAL B	\$ 1,477.-
23	Sub-Contractor Markup	% 20	100		
Total Base Bid A & B				\$ 2034.83	

-50
-65
-25



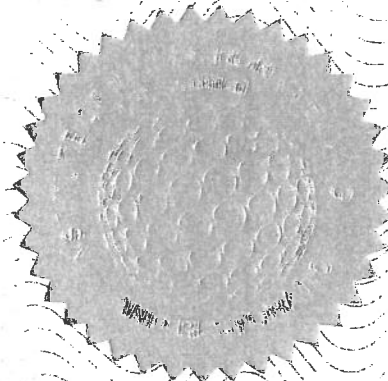
IICRC

Institute of Inspection Cleaning
and Restoration Certification

VICKI LEAL

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

FIRE & SMOKE RESTORATION



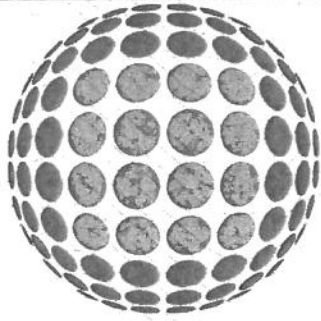
this registrant has pledged to perform services in these areas
with skill, honesty and integrity to provide the consumer
with the highest standard of care and expertise.

6561896

REGISTER NUMBER

11/30/2019

EXPIRATION DATE



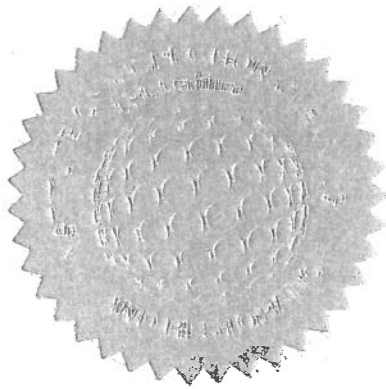
IICRC

Institute of Inspection Cleaning
and Restoration Certification

MICHAEL J. MAGUIRE

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

FIRE & SMOKE RESTORATION



this registrant has pledged to perform services in these areas
with skill, honesty and integrity to provide the consumer
with the highest standard of care and expertise.

6561639

REGISTER NUMBER

11/30/2019

EXPIRATION DATE

Environmental Safety Training Professionals, Ltd

3140 Gold Camp Drive, #130
Rancho Cordova, CA 95670
916 638-5550

Zachary D. McKenzie

Has successfully completed 8 Hours
Section 29 CFR 1910.120 & 8 CCR 5192

Haz Waste Ops & Emerg Response Refresher

Course Date: 03/30/18

Exp. Date: 03/30/19

I.D. #: 3708
CERT. #: 5877

Zachary D. McKenzie
Authorized Signature



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Client: Manzanetta Park - C/O County of Monterey
Property: 17100 Castroville Blvd
Salinas, CA

Operator: JESS

Estimator: Jesse Lizama
Position: Senior Project Manager
Company: Disaster Kleenup Specialist
Business: P.O. Box 1340
Seaside, CA 93955

Business: (831) 899-3938

Type of Estimate: Bio Hazard Clean up
Date Entered: 4/6/2017 Date Assigned: 4/6/2017
Date Est. Completed: 4/6/2017 Date Job Completed:

Price List: CASB8X_APR17
Labor Efficiency: Restoration/Service/Remodel
Estimate: 19246CLN
File Number: PO# 92678

THIS INVOICE IS FOR CLEANING AND HANDLING OF BIO-HAZARDOUS MATERIAL: The following invoice is for the cleaning, hauling and handling of any Bio-Hazardous material and contents. Should you have any questions regarding this invoice please feel free to contact our office at (831) 899-3938. Thank you for giving Disaster Kleenup Specialists the opportunity to complete this project.

Purchase order# 92678



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

19246CLN

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	2.00 HR @	104.71 =	209.42
2. Add for personal protective equipment - Heavy duty	18.00 EA @	18.42 =	331.56
Personal Protective equipment coveralls for Hazardous Technicians. Technician will use 3 suits per day, as PPE cannot be re-used or taken out of containment.			
3. Personal protective gloves - Disposable (per pair)	12.00 EA @		NO CHARGE
Disposable gloves. Technicians will wear 2 pairs at a time for safety, as gloves will rip during demolition.			
4. Haul debris - per pickup truck load - including dump fees	5.00 EA @	191.76 =	958.80
5. 4 Wheel Drive - Loader	1.00 WK @	1,240.85 =	1,240.85
6. Materials and Supplies	1.00 EA @	385.00 =	385.00
7. Diesel Fuel charge	80.00 GL @	4.25 =	340.00
8. Equipment delivery and pick up	2.00 TO @	95.00 =	190.00

Homeless site

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. Hazardous Waste/Mold Cleaning Technician - per hour	160.00 HR @	65.00 =	10,400.00
Due to the terrain and accessibility to get to all the trash, debris and bio hazards and a human waste, we will have to go through poison oak to get access to some homeless camp sites. Tree stumps and large branches will need to be cut using chain saws in order to have an easier path.			
10. Plastic bag - used for disposal of contaminated items	120.00 EA @	2.89 =	346.80



Disaster Kleanup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Summary

Line Item Total	14,402.43
Material Sales Tax	50.88
Replacement Cost Value	\$14,453.31
Net Claim	\$14,453.31

Jesse Lizama
Senior Project Manager



Disaster Kleenup Specialists

567 Ortiz Ave, Sand City, CA 93955 Ph: (831) 899-3938
2105 S 10th Street, San Jose, CA 95112 Ph: (408) 564-7261
Tax ID: 77-0029015 Fx: (831) 899-2784
License # 458398 DOSH #794 PSP# 560256

Client: City of Pacific Grove - C/O Daniel Gho
Property: 2100 Sunset Dr
Pacific Grove, CA 93950

Business: (831) 648-5722 x 203

Operator: JESS

Estimator: Jesse Lizama

Business: (831) 899-3938

Type of Estimate: Debris Removal
Date Entered: 11/28/2018 Date Assigned: 11/27/2018
Date Est. Completed: 11/28/2018 Date Job Completed:

Price List: CASW8X_DEC18
Labor Efficiency: Restoration/Service/Remodel
Estimate: 18-21662CLN

This Invoice represents labor and materials for homeless camp debris removal and disposal of 2 separate site. Please contact our office if you have any questions.



Disaster Kleenup Specialists

567 Ortiz Ave, Sand City, CA 93955 Ph: (831) 899-3938
2105 S 10th Street, San Jose, CA 95112 Ph: (408) 564-7261
Tax ID: 77-0029015 Fx: (831) 899-2784
License # 458398 DOSH #794 PSP# 560256

18-21662CLN

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Single axle dump truck - per load - including dump fees	2.00 EA @	285.93 =	571.86
2. Materials and Supplies	1.00 TO @	225.00 =	225.00

Debris Removal

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. General Labor for debris removal	1.00 TO @	3,850.00 =	3,850.00

Technician to remove all homeless camp site debris along with any bio hazards that may be left behind, caution will be used do to possibility of health and safety hazards.



Disaster Kleenup Specialists

567 Ortiz Ave, Sand City, CA 93955 Ph: (831) 899-3938
2105 S 10th Street, San Jose, CA 95112 Ph: (408) 564-7261
Tax ID: 77-0029015 Fx: (831) 899-2784
License # 458398 DOSH #794 PSP# 560256

Summary

Line Item Total	4,646.86
Replacement Cost Value	\$4,646.86
Net Claim	\$4,646.86

Jesse Lizama



CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
On-Call Property Clean-Up Services

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2019, between the City of Seaside, a municipal corporation ("City") and Disaster Kleenup Specialists, a corporation, ("Contractor") whose current and valid Contractor's License #458398, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless terminated sooner pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit B hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit D hereto. In the event of conflict, the requirements of City's Request for

Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

City Engineer/Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor on a time and material basis, in accordance with the payment rates as set forth in Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred thousand dollars (\$100,000) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at the Disaster Kleenup Specialists Sand City offices; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by

City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Seaside
440 Harcourt Ave

Seaside, CA 93955
Attention: City Clerk

To Contractor:

Disaster Kleanup Specialist
567 ORITZ AVE
Sand City, CA - 93955

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

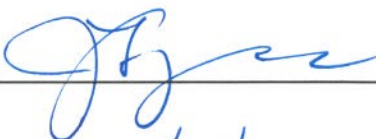
If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR

By: _____
Craig Malin, City Manager

By:  _____
Date: 7/10/2019

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Request for Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Contractor Proposal

EXHIBIT A
SCOPE OF WORK

City of Seaside

Procedure for the Removal of Personal Property Stored on City Property

1 GENERAL

1.1 DEFINITIONS

1.1.1 City: City

1.1.2 Encampment: The unauthorized perhaps illegal establishment, temporary or not, of one or more living spaces consisting of tarps, and other non-traditional housing materials, on public or private property where said living space is the primary residence of one or more persons.

1.2 OVERVIEW

1.2.1 As directed by City, Contractor shall provide turnkey homeless encampment site and other clean-ups as described herein, with the goal to keep waterways, parks and public space free of encampments to protect the environment, and provide safe use of public areas.

2 CONTRACTOR DUTIES AND RESPONSIBILITIES

2.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc., separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Regional Waste Management District Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.

2.2 As needed, Contractor will clean-up City alley ways on an on-call basis.

2.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in

heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.

2.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. Additional specific instructions will be given at the work location.

2.5 Contractor shall post City provided "Notice to Vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur no less than a minimum of 72-hours from the date of the clean-up, or up to two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.

2.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.

2.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment B to this Statement of Work. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up indicating contact information for reclaiming personal property.

2.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean-up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.

2.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.

2.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.

2.11 If necessary, Contractor shall work with City representatives to obtain, maintain and comply with all permits required to perform clean-ups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.

2.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.

2.13 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.

2.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.

2.15 City reserves the right to cancel any given project if the City, deems in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.

2.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.

2.17 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

3 CITY RESPONSIBILITIES

3.1 City shall issue a work order and provide a minimum 24-hour notice to the Contractor prior to the start time of a clean-up project and issue maps and property boundary information as appropriate.

3.2 City shall provide security during the posting of the "Notice to Vacate" and for the duration of the clean-up.

3.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during the course of a clean-up.

3.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property.

4 SAFETY AND TRAINING

4.1 Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

4.2 Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.

4.3 Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4.4 Contractor shall be OSHA certified to operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.

4.5 Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel and personal protective equipment. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

4.6 Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will coordinate disposal of these wastes and syringes with City staff and consistent with Section 2.18.

4.7 Contractor shall provide copies of any training records and licenses required by the City upon request.

Scope of Work Attachment A

Guidelines for Property Identification

1. Unless an item is obvious trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.
2. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored. City staff should be consulted as needed.
3. Examples of items to take to storage: The following are examples of items that are considered personal property and will be stored:
 - ID/Social Security cards
 - Birth Certificates
 - Medications
 - Tents
 - Stove or barbeque grill
 - Pots, pans, and cooking utensils
 - Packaged non-perishable foods
 - Sleeping bag, blanket
 - Clothing
 - Backpack or other bag
 - Handheld tools
 - Tents
 - Radios & Electronics
 - Photos/Photo Albums
 - Tax/medical records
 - Intact Bicycles
 - Jewelry
 - Purses/backpacks/briefcases
 - Eyeglasses
 - Books

- Tools
 - Generators
4. Items that are trash or pose a threat to public health or safety and will not be stored. The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:
- Soiled or moldy items including items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
 - Loose or scattered papers
 - Wet or damp clothing, bedding, or sleeping bags
 - Perishable food or personal products that will spoil or rot in storage
 - Bike carcasses
 - Shopping carts
 - Broken or disassembled items or those stripped of parts
 - Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
 - Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
 - Weapons: weapons will be turned over to the SPD
 - Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers
 - All medications and controlled substances will be turned over to the PD for storage

REQUEST FOR PROPOSAL
CITY OF SEASIDE
ON-CALL PROPERTY CLEAN-UP SERVICES
Page 7 of 23

EXHIBIT C

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury,

personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain

general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and

volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Brian Dempsey, Fire Chief
Sheri Damon, Assistant City Attorney

DATE: July 18, 2019

**SUBJECT: ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL
CODE CHAPTER 9 ADDING CHAPTER 9.21 STORAGE OF
PERSONAL PROPERTY ON CITY PROPERTY (SECOND READING
- ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Discuss, invite comments from the public, and adopt the ordinance amending Municipal Code Chapter 9 adding Chapter 9.21 "Storage of Personal Property on City Property."

BACKGROUND

Recent case law addressing seizing property on public property and enforcing storage of personal property ordinances have resulted in litigation against municipalities. The City finds it necessary to amend Seaside Municipal Code Chapter 9 adding Chapter 9.21.

The draft ordinance was presented to the Homeless Committee on May 23, 2019 for recommendation to City Council. The Committee discussed and accepted public comment, then recommended approval to forward to City Council as written.

The first reading of the draft ordinance occurred at the June 20, 2019, City Council meeting.

FISCAL IMPACT

There is no cost associated with adopting an ordinance regarding storage of personal

property on public property. The estimated costs associated with the clean-up of unattended personal property stored on public property have been included in the 2019/2020 Budget.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings And Purpose.

- A. The purpose of this Ordinance is to amend the Seaside Municipal Code to add a new chapter addressing the storage of personal property on public property to protect the health, safety, and welfare of the community and also recognize that there are members of the community without access to private spaces that need to retain access to a limited amount of private property. This Ordinance ensures the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, be readily accessible and available to residents and the public at large for use in a safe and healthy manner while recognizing the needs of individuals without access to private spaces to sleep and be able retain access to a limited amount of personal property while doing so.

Nothing in this article is intended to interfere with otherwise lawful and ordinary uses of public or private property.

SECTION 2. Adding Chapter 9.21 Storage Of Personal Property On City Property

9.21.010 Definitions.

The definitions contained in this subsection shall govern the construction, meaning, and application of words and phrases used in this chapter.

- (a) "Administrative procedure" means the city's administrative procedure for the removal of personal property.
- (b) "Bulky item" means any item, with the exception of a constructed tent, operational bicycle or operational walker, crutch or wheelchair, that is too large to fit into a ninety-gallon container with the lid closed, including, but not limited to, a shed, structure, mattress, couch, chair, other furniture or appliance. A container with a volume of no more than sixty gallons used by an individual to hold his or her personal property shall not in itself be considered a bulky item.
- (c) "City property" means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building,

street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the city of Seaside.

- (d) "Excess personal property" means any and all personal property that cumulatively exceeds the amount of property that could fit in a 90-gallon container with the lid closed.
- (e) "Person" means any individual, group, business, company, corporation, joint venture, partnership or other entity or association composed of two or more individuals.
- (f) "Personal property" means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, documents, medication, and household items.
- (g) "Store", "stored", "storing" or "storage" means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public area. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation or other authorization by the city or state, is stored with the permission of the city or state on real property that is owned or controlled by the city.
- (h) "Tent" means any tent, as that term is generally understood, and also includes any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.
- (i) "Unattended" means no person is present with the personal property who asserts or claims ownership over the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

9.21.020 Regulation, impoundment, and discarding of stored personal property.

- (a) No person shall store any unattended personal property on city property. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (b) No person shall store any attended excess personal property in a public area. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).

- (c) No person shall store any personal property on city property in such a manner that it does not allow for passage as required by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time (ADA). Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (d) No person shall store any personal property on city property within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (e) No person shall store personal property on city property that has a clearly posted closure time at any after the posted closure time. Without prior notice, the city may remove and impound personal property, whether attended or unattended, stored on city property that has a clearly posted closure time, provided the personal property is removed and impounded after the posted closure time. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (f) No person shall store personal property on city property that has been noticed for a cleanup pursuant to Seaside Municipal Code Chapter 9.21.030(c). Without additional notice to that notice required by Seaside Municipal Code Chapter 9.21.030(c), the city may remove and impound personal property, whether attended or unattended, stored on city property that has been noticed for a cleanup, provided the personal property is removed and impounded during the time of the noticed cleanup or within twenty-four hours following any noticed cleanup. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (g) No person shall store any personal property on public property if the personal property, whether attended or unattended, constitutes an immediate threat to the health or safety of the public. Without prior notice, the city may remove and may discard any personal property stored in a public area if the personal property poses an immediate threat to the health or safety of the public.
- (h) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an evidence of a crime or contraband. Without prior notice, the city may remove and may discard any personal property that constitutes evidence of a crime or contraband, as permissible by law.
- (i) No person shall store any bulky item on city property. Without prior notice, the city may remove and may discard any bulky item, whether attended or

unattended, stored in on city property unless the bulky item is designed to be used as a shelter. For any bulky item that is designed to be used as a shelter, but does not constitute a Tent as defined in Chapter 9.21.010, with pre-removal notice as specified in Chapter 9.21.030, the city may remove and discard the bulky item, whether attended or unattended. If the bulky item violates another subsection herein, even if it is designed to be used as a shelter, the city may remove, impound, or discard the bulky item pursuant to that subsection.

9.21.030 Notices.

- (a) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property and the actual removal commences no more than seventy-two hours after the pre-removal notice is posted. The written notice shall contain the following:
 - (1) A general description of the personal property to be removed.
 - (2) The location from which the personal property will be removed.
 - (3) The date and time the notice was posted.
 - (4) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.
 - (5) A statement that the personal property may be impounded if not removed from public areas within twenty-four (24) hours.
 - (6) A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.
 - (7) The address where the removed public property will be located, including a telephone number through which a person may receive information as to impounded personal property.
 - (8) A statement that impounded personal property may be discarded if not claimed within ninety (90) days after impoundment.
- (b) Post-Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:
 - (1) A general description of the personal property removed.
 - (2) The date and approximate time the personal property was removed.
 - (3) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.

(4) The address where the removed personal property will be located, including a telephone number and internet website of the city through which a person may receive information as to impounded personal property.

(5) A statement that impounded personal property may be discarded if not claimed within ninety days after impoundment.

(c) Notice of cleanup of public property. It may be necessary to periodically close public property for cleaning and removal of accumulated garbage, refuse, hypodermic needles, and debris. The city council shall approve, by resolution, a form and procedure the promulgation of public notice for the closing of public property for such cleanings. No more than one fourth of the sidewalks in the city shall be closed for cleaning on any one day.

9.21.040 Storage, disposal, and repossession of impounded property.

(a) Except as specified herein, the city shall move impounded personal property to a place of storage.

(b) Except as specified herein, the city shall store impounded personal property for ninety days, after which time, if not claimed, it may be discarded. The city shall not be required to undertake any search for, or return, any impounded personal property stored for longer than ninety days.

(c) The city shall maintain a record of the date any impounded personal property was discarded.

(d) The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property. Valid, government-issued identification is not required to claim impounded personal property.

9.21.050 Ban on attachments to public and private property.

(a) Public Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any public property, including, but not limited to, a building or portion or protrusion thereof, fence, bus shelter, trash can, mail box, pole, bench, news rack, sign, tree, bush, shrub or plant, without the city's prior written consent.

(b) Private Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any private property in such a manner as to create an obstruction on or across any street or area where the public may travel.

- (c) Removal. Without prior notice, the city may remove any barrier, string, wires, ropes, chains or other attachment of personal property, whether attended or unattended, to any public property, or to any private property which creates an obstruction to any street or area where the public may travel.

9.21.060 Illegal dumping.

Nothing herein precludes the enforcement of any law prohibiting illegal dumping.

9.21.070 Unlawful conduct.

- (a) No person shall willfully resist, delay or obstruct a city employee from moving, removing, impounding or discarding personal property stored on city property in violation of Seaside Municipal Code Chapter 9.21 Section 9.21.020.
- (b) No person shall refuse to take down, fold, deconstruct or otherwise put away any tent erected or configured between the hours of 7:00 a.m. and 7:00 p.m., in violation of Seaside Municipal Code Chapter 9.21.020, or willfully resist, delay or obstruct a city employee from taking down, folding, deconstructing, putting away, moving, removing, impounding or discarding the tent, including by refusing to vacate or retreat from the tent.
- (c) No person shall refuse to remove any barrier, string, wire, rope, chain or other attachment that violates Seaside Municipal Code Chapter 9.21.050, or willfully resist, delay or obstruct a city employee from deconstructing, taking down, moving, removing, impounding or discarding the barrier, string, wire, rope, chain or other attachment, including by refusing to vacate or retreat from an obscured area created by the attachment.
- (d) No person shall willfully resist, delay or obstruct a city employee from removing or discarding a bulky item stored in violation of Seaside Municipal Code Chapter 9.21.020, including by refusing to vacate or retreat from within the bulky item or from an obscured area created by the bulky item.
- (f) A violation of Seaside Municipal Code Chapter 9.21.060 prohibiting illegal dumping.

Section 3. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each

section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.”

SECTION 4. Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption by the Council.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside held on _____, 2019.

ADOPTED as an Ordinance of the City Council of the City of Seaside at a regular meeting of the City Council held on _____ 2019, by the following vote:

Ayes:	Council members:
Noes:	Council members:
Absent:	Council members:
Abstain:	Council members:

Ian N. Oglesby, Mayor

Attest:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: July 18, 2019

SUBJECT: **APPLICANT APPEAL OF PLANNING COMMISSION DENIAL FOR COASTAL DEVELOPMENT PERMIT NO. CDP-19-02 AND USE PERMIT APPLICATION NO. UP-19-07. E&E CAPLOW LIVING TRUST, PROPERTY OWNER, AND HALA IBRAMIM (PM DESIGN GROUP), AND SILVIA WYTKIND (MCDONALD'S), APPLICANTS, FOR THE REESTABLISHMENT OF A DRIVE-THROUGH RESTAURANT AT 1516 CANYON DEL REY BOULEVARD. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 2, SECTION 15302 (B) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

PURPOSE & RECOMMENDATION

Staff recommends that the City Council overturn the denial of Coastal Development Permit No. CDP-19-02 and Use Permit No UP-19-07 and approve Coastal Development Permit No. CDP-19-02 and Use Permit No. UP-19-07 subject to the conditions listed in the Draft Resolution.

BACKGROUND

On June 5, 2018 a vehicle crashed into the McDonald's restaurant located at 1516 Canyon Del Rey Boulevard, striking gas and electrical lines and igniting a fire that completely destroyed the restaurant. The McDonald's had been in operation at this location for approximately three decades and included a drive-thru, a use that is only permitted for establishments in existence as of December 4, 2006 in the Coastal Regional Commercial Zone (CCRG). Therefore, the drive-thru of the McDonald's is classified as a legal non-conforming use and is regulated by Seaside Municipal Code (SMC), Chapter 17.72: Nonconforming Uses, Structures, and Parcels.

Timeline: Permits and Public Hearings

-June 29, 2018: the City received and issued a demolition permit for the removal of the

remaining structure from the site.

-December 3, 2018: E&E Caplow, LLC (Applicant) filed a Minor Use Permit for an extension of the 180 day reestablishment period for the nonconforming drive-thru use, in accordance with 17.72.040.A.2.

-January 14, 2019: the Zoning Administrator approved Minor Use Permit Application (MUP-18-12) for an extension of a nonconforming, involuntarily destroyed drive-thru use of the McDonald's restaurant. MUP-18-12 specified June 5, 2019 as the date by which the reestablishment of the drive-thru shall commence through the filing of both Coastal Development Permit (CDP) and Use Permit (UP) applications, as required for fast-food restaurants in the CCRG zone.

-March 21, 2019: The applicant submitted the CDP and UP applications for the drive-thru restaurant well ahead of the June 5, 2019 deadline set forth in MUP-18-12.

-April 24, 2019: The proposed project was initially introduced at a regular meeting of the Planning Commission. After receiving the staff presentation and public comment, the Planning Commission provided detailed feedback to the applicant regarding safety issues with the proposed site plan and specific site design considerations that would improve site safety for both on-site pedestrians and vehicles, including:

1. Explore changing the two-way driveway entrance/exit accessed from Canyon Del Rey to a one-way "Exit Only" driveway with the aim of reducing the number of vehicles entering and navigating the site that could pose potential safety issues to pedestrians. Additionally, the one-way "Exit-Only" driveway redesign would likely decrease on-site vehicular congestion as well as avoiding the creation of another point of congestion on Canyon Del Rey, compounding upon the congested conditions associated with the drive-through facility at the adjacent Starbucks.
2. Provide construction specifications, details and elevations for the physical barriers, traffic calming devices, and signage that would serve to both notify vehicles in the drive-through of pedestrians crossing the ADA path of travel and would assist in facilitating on-site circulation.
3. Provide a diagram showing traffic flow on site: vehicles exiting onto Canyon Del Rey, vehicles navigating the site to access the drive-through and parking spaces, and vehicles exiting the drive-through.

The project architect collaborated with city staff to ensure all site plan issues and site design considerations identified by the Planning Commission at the April 24, 2019 public hearing were addressed.

-May 22, 2019: The revised project was reintroduced at a regular meeting of the Planning Commission. Specific to the Planning Commission guidance and suggestions received on April 24, 2019, the applicant revised the proposal, including the following on-site pedestrian and vehicular circulation elements:

1. The two-way driveway accessed from Canyon Del Rey was redesigned to a one-way "Exit Only" driveway, as recommended by the Planning Commission. This redesign would completely eliminate the number of vehicles entering the site from Canyon Del Rey and would decrease the likelihood of a point of congestion where vehicles would have entered the site and where vehicles would have exited the drive-through. Additionally the one-way "Exit Only" driveway greatly reduces the number of vehicles that pedestrians would encounter as they cross the parking lot to enter the path leading into the restaurant. In summary, the one-way "Exit-Only" driveway would likely decrease the amount of on-site vehicular traffic and congestion, would likely increase pedestrian safety, and would reduce the potential of creating another point of congestion on Canyon Del Rey compounding

upon the congested conditions associated with the drive-through at the adjacent Starbucks.

2. The applicant provide the following construction details, traffic calming device details, and signage details: guardrail details and expanded area of installation to separate the ADA path of travel from the drive-through and the restaurant entrance walkway from the drive-through; "Yield Here to Pedestrian" signs to be installed on both sides of the drive-through exit point that would notify the drive-through vehicles of the ADA path of travel and presence of pedestrians; a new landscaped area that would separate and create a buffer from the drive-through aisle and the ADA path of travel, which was previously open and adjacent to the drive-through aisle without any barriers, and a cross-section detail of the proposed raised accessible path at the drive-through exit point; "DO NOT ENTER" signage and directional pavement marking details indicating the preferred path of travel to the drive-through entrance.

3. As requested by the Planning Commission, a diagram was provided to illustrate the vehicular paths of travel for vehicles exiting onto Canyon Del Rey, vehicles navigating the site to access the drive-through and parking spaces, and vehicles exiting the drive-through.

Upon receiving the revised code-compliant project, the Planning Commission was not appeased with the revisions and requested a complete site redesign, suggesting two alternative site plan layouts that were previously explored by McDonald's and planning staff and were not pursued due to multiple compliance issues with the Seaside Municipal Code:

1. Site Plan Alternative A: Non-compliance with 17.30.110.D.1: Location of solid waste and recyclable materials storage areas, which would require the issuance of a variance. Also, non-compliance with 8.54.030: Permit – Required for certain tree removal, alteration or planting, which would result in the removal of a native Monterey Cypress tree. Additionally, Seaside's Engineering Department required the driveway entrance on the east side of the property be closed off due to the potential intensification of traffic issues adjacent to, and likely compounded by, the Starbucks drive-through. This site plan version was provided to city staff on 11.14.18 and due to all the proposed non-compliant code elements and additional discretionary actions, it was determined not to be a feasible option.

2. Site Plan Alternative B: Non-compliance with 17.52.090.C.2.d: "No stacking area shall be located adjacent to and/or parallel to a street or other public right-of-way." This site plan layout would require a variance, orients a side façade to the right-of-way rather than the front of the building and does not provide pedestrian access to the store from the sidewalk along Canyon Del Rey Boulevard. This site plan version was provided to city staff on 2.8.19 and due to all the proposed non-compliant code elements and additional discretionary actions, it was determined not to be a feasible option.

Upon closing the May 22, 2019 public hearing, the Planning Commission unanimously acted to adopt a motion to deny the application and directed City staff to return with a Resolution containing findings and evidence in support of the denial (see Attachment 2). The evidence listed in support of each finding is based on the verbal testimony entered into the record by the Commission.

-June 12, 2019: Staff provided the Planning Commission with a Resolution of Denial for the proposed project, which was unanimously approved.

-June 13, 2019: The applicants submitted an Appeal of the Planning Commission's decision to the City Council.

The staff reports, site plans and supporting documentation from the previous Planning Commission hearings provide additional background on the project and can be accessed from the web links listed below:

April 24, 2019 Regular Meeting, Item 8C -

<https://seasideca.civicclerk.com/Web/Player.aspx?id=2649&key=-1&mod=-1&mk=-1&nov=0>

May 22, 2019 Regular Meeting, Item 7A -

<https://seasideca.civicclerk.com/Web/Player.aspx?id=2650&key=-1&mod=-1&mk=-1&nov=0>

June 12, 2019 Regular meeting, Item 7A -

<https://seasideca.civicclerk.com/Web/Player.aspx?id=2709&key=-1&mod=-1&mk=-1&nov=0>

PROJECT DESCRIPTION

The project site is approximately 29,342 sq. ft. (.67ac) comprised of APNs: 011-561-024 and 011-561-025 (20,434sqft and 8,908sqft, respectively) and is located at 1516 Canyon Del Rey Boulevard in the Laguna Grande Shopping Center. Land uses within the vicinity of the project site include: a Starbucks on the southeast of the site, a Staples to the north east and the common area shopping center parking lot to the northwest. Biking, hiking, and walking trails are located to the east and south of the project site. The biking and hiking trails are connected to Robert's Lake and the Monterey Bay Coastal Bike Trail located along Del Monte Boulevard. Nearby beaches located across State Route 1 (SR-1) to the west are within walking distance of the project site. The project site is visible from Cabrillo Highway (SR-1) and is located within 0.5 mi of the on and off ramps at Canyon Del Rey Boulevard (State Route 218). Additional regional access to the project site is provided by the Monterey-Salinas Highway, State Route 68 . These highways connect the project site to the cities of the Monterey Peninsula, Salinas, San Jose, and the San Francisco Bay area.

PROJECT COMPONENTS

The proposed restaurant would replace the 5,370sqft, two-story restaurant with a 1-story, 5,241sqft restaurant. The 29,342sqft site area and proposed building square footage results in a floor area ratio (FAR) of 0.17 that is within the maximum permitted FAR of 1.0 for the CCRG zone. The proposed drive-through restaurant and associated facilities will include indoor dining with 93 seats, an indoor PlayPlace, a double drive-through and three drive-through windows. The project will include landscaping, preservation of one Cypress tree, and two Americans with Disabilities Act (ADA) accessible spaces. The entire shopping center site has an excess of parking spaces and providing fewer parking spaces within the boundaries of McDonald's site is acceptable due to the shared parking arrangement.

ACCESS AND CIRCULATION

The main access to the project site would be from the main shopping center signalized entrance accessed from Canyon Del Rey Boulevard; this driveway is located approximately 200' west of the proposed Exit-Only driveway of the McDonald's site. The proposed driveway is shifted west from the existing curb cut and would be designated as right-turn out only onto Canyon Del Rey Boulevard. The Exit-Only driveway would completely eliminate the number of vehicles entering the site from Canyon Del Rey and would decrease the likelihood of a point of congestion where vehicles would have both entered the site exited the drive-through. Additionally the one-way "Exit Only" driveway greatly reduces the number of vehicles that pedestrians would encounter as they cross the parking lot to enter the restaurant. In summary, the one-way "Exit-Only" driveway would likely

decrease the amount of on-site vehicular traffic and congestion, would likely increase pedestrian safety, and would reduce the potential of creating another point of congestion on Canyon Del Rey, compounding upon the congested conditions associated with the drive-through at the adjacent Starbucks. The drive-through service area, which is located on the west side of the building, would provide two lanes of queuing for ordering, which then merge into one lane for food pick-up. Approximately 334 linear feet would be available for queuing of vehicles in the drive-through lane and additional vehicle storage would be available on site in the adjacent parking lot and drive aisles. Proposed vehicle queuing in the drive-through lane would accommodate 13 vehicles from the entry sign, in the west-southwest corner of the proposed project site to the drive-through pick-up window on the east-southeast side of the proposed project site.

MUNICIPAL CODE ANALYSIS

The proposed project is the result of four months of site plan explorations between McDonald's and planning staff to reach the most code-compliant site plan with pedestrian and vehicular safety at the forefront. Additionally, the site plan revisions made by the applicant as a result of the guidance received by the Seaside Planning Commission on April 24, 2019 greatly improved the likelihood of pedestrian and vehicular safety on-site as well as traffic safety on Canyon Del Rey Boulevard.

The proposed drive-through facility complies with SMC 17.52.090 Drive-Through Facilities, General Standards as the proposed drive-through facility is located on a building wall not fronting Canyon Del Rey Boulevard. Additionally, the design with the stacking area beginning at the rear of the site, furthest from Canyon Del Rey Boulevard would avoid congestion, excessive pavement, litter, and noise. The design also complies with the on-site circulation elements of: Aisle Design, with each drive aisle being at least 10 feet wide with minimum interior radii of 10 feet; the Stacking Area is clearly identified with signage and physically separated with landscaping from other on-site traffic circulation, accommodating 13 vehicles. The signage would show each entrance to, and exit from, the drive-through aisle and would be clearly marked to show the direction of traffic flow with signs, pavement markings, and raised curbs; signage would also be provided to indicate whether the drive-through facility is open or closed. Lastly, the pedestrian walkway leading to one of the front entrances does not intersect the drive-through aisle as required of 17.52.090.C.3.

The proposed site access for pedestrians complies with SMC 17.38.050 Pedestrian Connections with one required continuous and direct pedestrian path that would be provided between the sidewalk between the site and Canyon Del Rey Boulevard on the east side of the site, where the existing driveway is proposed to be removed and would become part of the pedestrian path and landscaping. A continuous pedestrian path located in a landscaped area would be provided from the ADA parking area to the primary entrance of the building, and from the parking lot, creating a buffer between the vehicles in the drive-through and pedestrians. At one point in the ADA path there is a break where the pedestrians need to cross the drive-through exit point, which is permitted by the code as this area is not designated as the drive-through aisle. "Yield to Pedestrian" signs will be installed on both sides of the drive aisle to notify motorists of the presence of pedestrians. Additionally, the pedestrian path will be raised above the grade of the drive aisle, resulting in the further slowing-down of traffic that would contribute to pedestrian safety. The path has a guardrail on the drive aisle side, adding further protection for the pedestrians entering the site from both the ADA path of travel and the parking spaces on the site.

The proposed location and design of the solid waste and recyclable materials storage complies with the applicable regulations of SMC 17.30.110: Table 3-7 Nonresidential Structures – Minimum Storage area. A total of 48 sq. ft. of solid waste area is required and approximately 2.5 times the required area is provided. In compliance with both the Location and Design and Construction regulations, waste will be stored in a designated enclosed structure that will be designed to be architecturally compatible with the proposed restaurant design and buffered from the surrounding parking on both sides with landscaping areas.

COASTAL DEVELOPMENT PERMIT

Approximately half of the eastern portion of the project site is within the California Coastal Zone Boundary. The majority of the proposed project's restaurant building, surface parking, landscaping, and the drive-through service area are proposed for the portion of the project site that is within the Coastal Zone. The City of Seaside's Local Coastal Program Land Use Plan designates the project site as Coastal Regional Commercial Zone (CCRG). The City Zoning Code that is applicable to areas within the Coastal Zone – Title 18 Coastal Implementation Plan designates the project site as Coastal Regional Commercial Zone (CCRG).

Development within the Coastal Zone may not commence until a Coastal Development Permit (CDP) has been issued by either the California Coastal Commission (Coastal Commission) or by a local government that has a certified Local Coastal Program (LCP). In June 2013, the City of Seaside's LCP was certified by the Coastal Commission; therefore, the proposed project is applying for a CDP from the City of Seaside Planning Commission.

LCP CONSISTENCY

A portion of the previous (and current) project is within the Coastal Zone. Because a majority of the proposed project's restaurant building, surface parking, and landscaping, and the drive-through service area are proposed for the portion of the project site that is within the Coastal Zone, for planning purposes, it was assumed that the entire project site was in the Coastal Zone.

As noted above, the Coastal Commission certified the City's LCP in June 2013. An LCP consists of two major parts: the LUP and the CIP. Whereas the LUP designates the kinds, location, and intensity of land and water uses and presents applicable resource protection and development policies, the CIP provides development regulations for specific Coastal Zone activities needed to carry out the LUP. The CIP is referred to as Title 18, Zoning Ordinance for the City of Seaside (Applicable to Areas Within the Coastal Zone), and applies to all development within the Coastal Zone.

According to Title 18, Drive-through restaurants would be considered a conditionally permitted use within the zoning designation Coastal Regional Commercial Zone (CCRG) as identified in Figure 1a (Coastal Zoning Map) in the City's CIP; and Allowable building heights within 100 feet of Laguna Grande Lake would be increased to a maximum height of 20 feet, with allowances for architectural features up to a maximum height of 30 feet; and

buffers and setbacks would be a minimum of 50 feet from wetland/riparian areas.

The McDonald's Drive-Through Restaurant Project is consistent with the City's certified LCP and would not require any zoning code amendments.

DISCRETIONARY ACTIONS

Discretionary actions required to be taken by the City as part of the proposed project include:

1. City Council overturn the denial of Coastal Development Permit No. CDP-19-02 and Use Permit No UP-19-07 and approve Coastal Development Permit No. CDP-19-02 and Use Permit No. UP-19-07 subject to the conditions listed in the Draft Resolution.
2. Review and approval of the proposed project site plans and elevations, lighting, and landscape plans by the City's Board of Architectural Review.

Previously required discretionary actions that are no longer necessary include:

1. On January 14, 2019 the Zoning Administrator approved a Minor Use Permit Application (MUP 18-12) for an extension of a nonconforming drive-thru.

UTILITIES AND WATER

All necessary utility services (e.g., wastewater, water, and storm water) are located on the project site; the proposed project would not require the development of new service utility lines. Water connections (fire and domestic) would be made at the existing main in the on-site public utility easement fronting Canyon Del Rey Boulevard.

In compliance with the Monterey Regional Storm water Management Program, including the Post-Construction Requirements, post construction, storm water runoff will be retained and infiltrated on-site for storm events up to the 95th percentile rainfall event. The storm water control plan will capture storm water runoff from the on-site impervious surfaces (i.e. roof and parking lots), remove pollutants from runoff, and retain and infiltrate the runoff. The Project will also ensure that post development runoff not exceed predevelopment runoff.

The Monterey Peninsula Water Management District must issue a water permit for any development or redevelopment activity that would involve the connection or modification of a connection to an existing water distribution system, such as the proposed project. The project site has an existing water credit from the previous restaurant building to provide the necessary water allocation for the new development. Water for the proposed project would be supplied by California American Water Company (CAL-AM).

CONCLUSION

It is recommended that the City Council overturn the denial of Coastal Development Permit No. CDP-19-02 and Use Permit No UP-19-07 and approve Coastal Development Permit No. CDP-19-02 and Use Permit No. UP-19-07 subject to the conditions listed in the Draft Resolution.

FISCAL IMPACT

There is no fiscal impact to the city.

ATTACHMENTS

1. Attachment 1 - Draft Resolution
2. Attachment 1 - Exhibit A
3. Attachment 2 - PC Denial Resolution
4. Attachment 3 - Applicant Appeal

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE OVERTURNING A DENIAL OF THE PLANNING COMMISSION AND APPROVING COASTAL DEVELOPMENT PERMIT 19-02 AND USE PERMIT APPLICATION NO. UP-19-07 TO ALLOW FOR THE CONSTRUCTION OF A 5,241 SQUARE-FOOT RESTAURANT WITH ASSOCIATED SITE IMPROVEMENTS (DRIVEWAY ACCESS, PARKING LOT, DRIVE-THRU WINDOW/AISLE, LANDSCAPING) AT 1516 CANYON DEL REY BOULEVARD IN THE COASTAL REGIONAL COMMERCIAL (CCRG) ZONING DISTRICT.

WHEREAS, E&E Caplow Living Trust, Property Owner, and Hala Ibrahim (PM Design Group), and Silvia Wytkind (McDonald's), Applicants, have applied for a Coastal Development Permit 19-02 and a Use Permit 19-07:

1. In accordance with Title 18 (Coastal Implementation Plan) of the Seaside Municipal Code (SMC), the applicant is requesting the approval of a Coastal Development Permit and Use Permit for the construction of a new one story, 5,241 square foot McDonald's restaurant with associated site improvements (driveway access, parking lot, drive-thru window/aisle, landscaping) on a 29,342 square foot lot at 1516 Canyon Del Rey Boulevard (APN: 011-561-024 and 011-561-025).

WHEREAS, the proposed project requires discretionary approval, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Coastal Development Permit and Use Permit at the duly noticed regular public hearings held on April 24, 2019 and May 22, 2019 and at the duly noticed regular continued public hearing on and June 12, 2019; and

WHEREAS, the Seaside Planning Commission adopted in a motion of intent to deny the proposed project at a regularly scheduled meeting on May 22, 2019; and

WHEREAS, the Seaside Planning Commission denied the proposed project at regularly scheduled meeting on June 12, 2019 and the applicant exercised their right of appealing this denial to the City Council on June 13, 2019; and

WHEREAS, the City Council considered oral comments and written information concerning the appeal on the proposed Coastal Development Permit and Use Permit at a duly noticed public hearing held on July 18, 2019; and

WHEREAS, the City Council is the designated body of the City to consider appeals from the Planning Commission, and it is the responsibility of the City Council to consider and weigh the merits of the application under appeal and receive public input on the application in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in its consideration of the use permit; and

WHEREAS, in accordance with the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The project is Categorically Exempt Class 2, Section 15302 (b) from the California Environmental Quality Act: "Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity."

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the following findings to overturn the Planning Commission denial for Coastal Development Permit 19-02 and Use Permit Application No. UP-19-07 and to approve Coastal Development Permit CDP-19-02 and Use Permit Application No. UP-19-07:

- 1. The establishment, maintenance, or operation of the use or structure applied for will not under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the City.**

Evidence: The proposed development would be subject to the regulations and policies set forth in the Seaside General Plan and the Local Coastal Program and would result in an improved site that would enhance the character of the community and surrounding Laguna Grande Shopping Center, Robert's Lake and Park environs.

Evidence: Prior to the issuance of a building permit, a drainage and erosion control plan will be reviewed and approved by the City of Seaside Public Works Department. The erosion and drainage plan will include, but not be limited to, control of surface runoff, protection of exposed soils,

drainage diversion features, or other methods approved by the Public Works Department. Drainage shall be retained on-site and discharged in a manner away from improvements and adjoining properties in accordance with the requirements of the City's National Pollutant Discharge Elimination System Permit (NPDES).

Evidence: *The main access to the project site would be from the main shopping center signalized entrance accessed from Canyon Del Rey Boulevard; this driveway is located approximately 200' west of the proposed Exit-Only driveway of the McDonald's site. The proposed driveway is shifted west from the existing curb cut and would be designated as right-turn out only. The Exit-Only driveway would completely eliminate the number of vehicles entering the site from Canyon Del Rey and would decrease the likelihood of a point of congestion where vehicles would have both entered the site and exited the drive-through. Additionally the one-way "Exit Only" driveway greatly reduces the number of vehicles that pedestrians would encounter as they cross the parking lot to enter the restaurant. In summary, the one-way "Exit-Only" driveway would likely decrease the amount of on-site vehicular traffic and congestion, would likely increase pedestrian safety, and would reduce the potential of creating another point of congestion on Canyon Del Rey, compounding upon the congested conditions associated with the drive-through at the adjacent Starbucks.*

Evidence: *All necessary utility services (e.g., wastewater, water, and storm water) are located adjacent to the project site; the project would not require the development of new service utility lines. The sanitary sewer line would connect to an existing lift station 30 ft. northwest of the northwesterly corner of the site. Water connections (fire and domestic) would be made at the existing main in the on-site public utility easement fronting Del Monte.*

Storm water runoff from new impervious surfaces would be treated by means of vegetated swales and catch basins with filter inserts before being discharged into the municipal storm drain system on Del Monte Boulevard, which discharges into Laguna Grande Lake. The City requires that post development runoff not exceed predevelopment runoff.

The Monterey Peninsula Water Management District must issue a water permit for any development or redevelopment activity that would involve the connection or modification of a connection to an existing water meter.

Evidence: *The drive-through aisle for the restaurant will provide for a queue of 13 vehicles to ensure that vehicle traffic/circulation on site will*

not impact nearby roadways. Additionally, the drive-through lane pick-up window and the freestanding drive-through menu board sign will be placed on the west side of the site so that these improvements would be oriented away from the former railroad right-of-way to the east that will be used for coastal access in the future.

- 2. The subject property is in compliance with all rules and regulations pertaining to zoning, uses, and other applicable provisions of Title 18: Coastal Zoning of the Seaside Municipal Code, and any zoning violations have been resolved, including any abatement costs have been paid.**

Evidence: The location, size, and operating characteristics of the project will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the Seaside General Plan and Local Coastal Program.

Evidence: The subject property consists of an existing 29,342 square foot lot. There are no land uses on the subject property which would lead to the establishment of any zoning violations.

- 3. The proposed project conforms to the public access and recreation policies of the Coastal Act.**

Evidence: The project site would not impede existing access to the Coastal resources areas which are currently provided via the existing sidewalk on Canyon Del Rey Boulevard.

- 4. The proposed development use is in conformance with plans, policies, and requirements of the certified Local Coastal Program Land Use Plan (LUP) and complies with all regulations of the Certified Implementation Program.**

- a. The proposed development protects vegetation, natural habitats, and natural resources consistent with the LUP.*

Evidence: Substantial changes in the project and project circumstances resulting in new significant effects or a substantial increase in the severity of previously identified significant effects have not occurred;

Evidence: New information of substantial importance with respect to this environmental resource/impact resulting in new significant effects

or a substantial increase in the severity of previously identified effects has not been identified; and

Evidence: *None of the proposed project changes would significantly affect this environmental resource.*

Evidence: *An existing Monterey Cypress will be preserved and protected. Three olive trees being removed will be replaced with three 24-inch box trees of a variety and location approved by the Board of Architectural Review.*

- b. The design, location, size, and operating characteristics of the proposed development is consistent with any applicable design plans and/or area plans incorporated into the LUP.*

Evidence: *The proposed use is consistent with the City's General Plan Policy LU-1.3: The proposed project will enhance the identity of the City with the reconstruction of a restaurant and associated site improvements (driveway access, parking lot, drive-thru window/aisle, landscaping).*

Evidence: *The proposed use is consistent with the City's General Plan Policy LU-2.4: The redevelopment of the project site will include the use of quality architectural materials consistent with the development standards outlined in the Coastal Implementation Plan and Section 17.62.030. E of Title 17 of the Seaside Municipal Code.*

Evidence: *The proposed use is consistent with the City's General Plan Policy LU-4.1: The location of the commercial structure, parking lot, access driveways, landscaping, lighting and signs for the development will not result in any detrimental impact to the health, safety, and general welfare of the community.*

Evidence: *The proposed use is consistent with the City's General Plan Policy ED-8.1: The proposed project will continue to provide jobs to the local community to improve the jobs/housing ratio.*

Evidence: *The proposed use is consistent with the City's General Plan Policy C-4.3: The proposed project will include a well-landscaped border on all frontages to screen the parking areas and access drives from the adjoining public streets and neighboring residential dwelling units to the east and south.*

- c. The proposed development maintains public access to and along the coast as set forth in the LUP.

Evidence: The proposed project site improvements (e.g. building, parking lot design, parking spaces, public access points through the site to Laguna Grande Lake and Park, public access pathways and bike trails and lighting) will be sited and constructed in accordance with the adopted development standards of the Coastal Implementation Plan for the City's certified Local Coastal Plan.

- d. The proposed development is consistent with the LUP of providing visitor serving needs as appropriate.

Evidence: The proposed project will consist of a visitor serving commercial land use that would be placed at an entry point of the City serving both the local community and regional visitors. The project will be designed to provide a quality serving restaurant. The proposed design will incorporate improvements to provide for coastal access from Canyon Del Rey Boulevard.

- e. The proposed development is consistent with LUP goal of encouraging coastal dependent and related uses as appropriate.

Evidence: The project is zoned as Coastal Regional Commercial (CCRG). The project site would be redeveloped with a coastal visitor serving drive-through restaurant to serve the local and regional community. The site will also provide food services for coastal visitors accessing the Seaside State Beach to the west, the Monterey Bay Coastal Bike Trail, and Robert's Lake and Park.

- f. The proposed development protects and where feasible enhances coastal resources.

Evidence: The granting of a Coastal Development Permit will not create significant noise, limitations on public access to the coastal zone, traffic, visual interference, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

Evidence: The proposed project will provide for enhanced connectivity to Robert's Lake and Park and the Monterey Bay Coastal Bike Trail. The enhanced coastal access will serve to provide a synergy between

the adjacent open space and the new commercial development that will benefit the community and region as whole.

5. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project.

6. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The project site design and conditions will ensure that the proposed development will not create any adverse impact on the health, safety, and general welfare of the community and adjoining neighbors.

BE IT FURTHER RESOLVED, that the City Council approves Coastal Development Permit Application No. CDP-19-02 and UP-19-07 subject to the following conditions:

Project Specific

Planning:

1. Prior to the issuance of a Grading Permit, the architectural design, outdoor lighting, landscaping, and signage improvements shall be reviewed and approved by the Board of Architectural Review.
2. Except as modified by required conditions of approval, plans submitted for Architectural Review approval shall substantially conform to the plans identified as "4597-WW Playplace BB20" noted as "03/20/19 ISSUED FOR USE PERMIT REVIEW" and as approved by the Planning Commission on May 22, 2019. The project plans are provided as Attachment 1 - Exhibit A
3. The existing Cypress tree must be preserved and properly protected with fencing installed at the dripline, or maximum extent feasible, during construction.

4. The three existing mature olive trees proposed for removal shall be replaced on a 1-to-1 basis, transplanted from a minimum 24-inch box size container.
5. All trees shall be adequately supported when planted. The supports shall be maintained until the trees are capable of withstanding the force of wind on their own and removed before damage could potentially occur to the tree trunk.
6. The property owner shall maintain all landscaping in a healthful and thriving condition at all times and in perpetuity, free of weeds, debris, and deceased plants.
7. Irrigation systems and their components shall be maintained in a fully functional manner consistent with the originally approved design.
8. Regular maintenance shall include checking, adjusting, and repairing irrigation equipment; resetting automatic controllers; aerating and dethatching lawn areas; adding/replenishing mulch, fertilizer, and soil amendments; and mowing, pruning, trimming, and watering all landscaped areas.
9. Watering shall be scheduled at times of minimal wind conflict and evaporation loss.
10. Water waste in existing developments resulting from inefficient landscape irrigation leading to excessive runoff, low head drainage, overspray, and other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures is prohibited.
11. Trees located within the traffic visibility areas along Canyon Del Rey Boulevard must be trimmed so the bottom of the canopy is maintained a minimum of six feet in height measured from finished grade.
12. Failure to maintain landscape areas in compliance with the Conditions shall be deemed a public nuisance, and shall be subject to abatement in compliance with the Municipal Code, and/or the applicable planning permit may be revoked in compliance with Chapter 17.69 (Enforcement and Penalties).
13. Prior to final inspection or occupancy approval, all required landscaping shall pass an inspection to be performed by the Planning Division.

14. Permanently installed lighting shall not blink, flash, or be of unusually high intensity or brightness. Lighting components must be replaced within two weeks of initial malfunction.
15. The clear glass storefront windows shall not later be treated or so as to become opaque, or to be blocked so as to prevent visibility of the ground floor interior from the sidewalk.
16. Prior to the issuance of a grading or building permit, the applicant shall complete Transportation Agency of Monterey County Trip Generation Worksheet and provide payment for the estimated trips that would be generated for the project.
17. Applicant shall provide the City of Seaside with an amended Grant Deed for the Laguna Grande Shopping Center for reconfiguration of the site.

Public Works:

18. Site plan shall clearly show and denote the following:
 - a. Property lines
 - b. All easements
 - c. Adjacent improvements.
19. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.
 - b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
 - c. If the disturbed area is greater than one (1) acre, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and a Waste Discharge Identification Number obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
20. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)
 - a. Provide hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire redevelopment for the 24 hour-95% storm event.

- b. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
 - c. Drainage shall not be directed to adjacent properties.
- 21. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm Water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable.(SMC 8.46.130)
 - a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
 - 1. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.
 - 2. Infiltration testing shall be per the Riverside County-Low Impact Development BMP Design Handbook.
 - b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.
 - 1. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.
 - c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
 - 1. Include indemnity, insurance and security requirements in conformance with the template provided by the City; and
 - 2. Include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs); and
 - 3. Include a legal description of the property; and

4. Describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs; and
 5. Require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm Water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan; and
 6. Include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.
22. The driveway shall be exit-only and wide enough to accommodate one vehicle. Vehicles shall enter from the signalized intersection into the shopping center.
- a. As part of building permit application, plans shall incorporate angled exit on to Canyon Del Rey Boulevard.
 - b. Project shall provide ADA compliant path of travel across driveway approach fronting Canyon Del Rey Boulevard (SR 218).
 - c. Applicant must coordinate with California Department of Transportation (Caltrans) and complete a Caltrans Standard Encroachment Permit Application for proposed construction of a new exit only driveway onto Canyon Del Rey Blvd.
23. Project shall provide a properly sized fats oils and grease interceptor sized in accordance with the Uniform Plumbing Code. Provide documentation to substantiate grease interceptor size with building permit application.
24. Prior to final inspection, any curb, gutter and sidewalk damaged during construction shall be replaced by a licensed concrete contractor in conformance with the most current applicable engineering standards, and upon the prior issuance of an Encroachment Permit from the Public Works Department.

Fire Department:

25. The proposed project shall be constructed in accordance with the requirements of the 2016 California Fire Code.

Building Department:

26. The proposed project shall be constructed in accordance with the requirements of the 2016 California Building Code.
27. Soils report must be submitted with structural plans.

28. In the event the project site is inundated by sea level rise or impacted by a geologic event which causes the structure to be demolished/removed in the future, the applicant must comply with any mandate provided by the Seaside Building Official for obtaining the necessary building permits for the demolition and disposal of construction material/debris and/or any hazardous building materials in accordance with local and state regulations.

Standard:

29. Use Permit approval is subject to revocation procedures contained in S.M.C.S. 17.69.060 in the event any of the conditions of this approval are violated, this discretionary permit was granted on the basis of false or misleading information, written or oral, given willingly or negligently by the applicant or property owner, and/or there has been a discontinuance of the use, or purposed for which the permit was issued, for a period of 180 days or more.
30. This Coastal Development Permit is subject to procedures and requirements of Section 3.8 for the implementation of the project improvements, and those related to appeals and revocation in Section 3.12 of Title 18.10 of the Seaside Municipal Code.
31. The applicant agrees as a condition, and in consideration of the approval of this discretionary permit, that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
32. Any proposed future development shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
33. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD).

34. The project shall be responsible for all applicable local and/or regional development and/or impact fees including, but not limited to, sewer, water, and traffic fees, which shall be paid prior to building permit issuance.
35. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
36. This shall expire and become void 24 months from the date of approval, or upon the expiration of another time limit established by the review authority, unless use has commenced within the required time limit or the Planning Commission has granted an extension of time. In accordance with Section 3.8 of the Coastal Implementation Program, the applicant must file request for time extension prior to expiration date of the Coastal Development Permit in order to receive consideration of a one-year time extension by the Commission.
37. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside, State of California, on the 18th of July, 2019, by the following vote:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**Coastal Development Permit No. CDP-19-02
and
Use Permit Application No. UP-19-07**

These permits are hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside City Council.

Applicant's Signature

Date

Applicant's Signature

Date

Property Owner's Signature (if different from above)

Date

NAME:		ADDRESS		PHONE #:
MANAGER:	SILVIA WYTKIND Silvia.Wytkind@us.mcd.com	McDONALD'S USA, LLC	2999 OAK RD., WALNUT CREEK, CA 94597	(916) 586-0946

REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REVIEW	RMF

P/M
DESIGN
Architectural
Solutions Group
2455 Bennett Valley Rd.
Suite A-102
Santa Rosa, CA. 95404

© 2019 McDonald's USA, LLC

McDonald's USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared by McDonald's USA, LLC and shall remain the property of McDonald's USA, LLC. These drawings for reference or example on another project require the services of properly licensed architects and engineers. Reproduction of contract documents for reuse on another project is prohibited.

SHEET NO.	TITLE	DRAWN BY
	McDONALDS #7436	LB/CB
	SEASIDE — CANYON DEL REY	STD. ISSUE DATE
	DESCRIPTION	03/20/19
	REBUILD — BB20	REVIEWED BY
	WOOD BEARING WALLS AND WOOD ROOF FRAMING	RMF
	STUCCO/BATTEN/METAL PANEL FINISHES	DATE ISSUED
	SITE ADDRESS	03/20/19
	1516 CANYON DEL REY, SEASIDE, CA 93955	
	004-1284	

BUILD A NEW 5,241 S.F. RESTAURANT WITH PLAYPLACE
TRASH ENCLOSURE
SIDE BY SIDE DRIVE THRU LAYOUT
ACCESSIBLE PATH OF TRAVEL TO SIDEWALK
PARKING & CIRCULATION
SITE BRANDING
LANDSCAPING
SIGNAGE

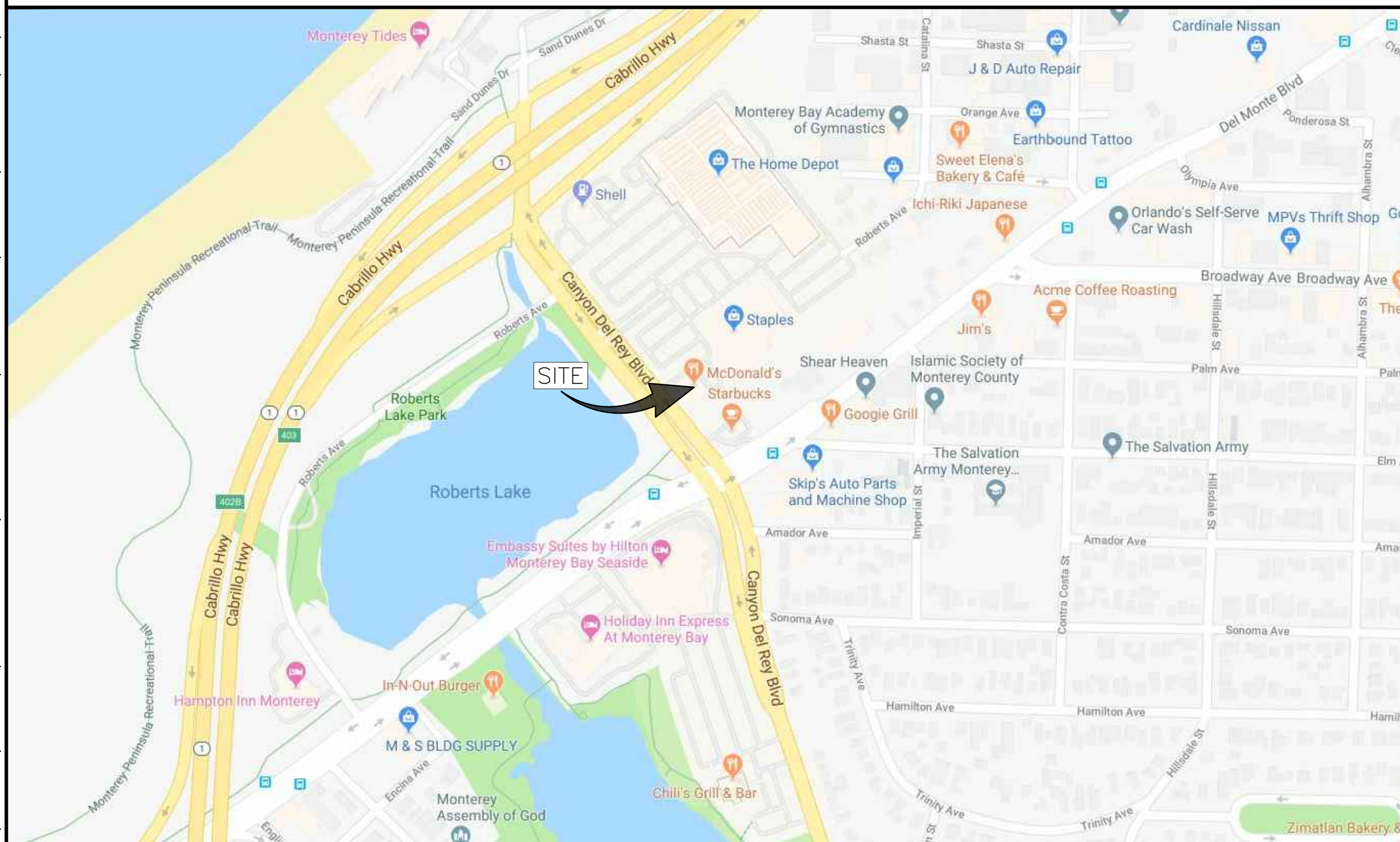
 SECTION TAG

 DETAIL TAG

 ELEVATION TAG

 DETAIL TAG

THIS DRAWING IS
FOR REFERENCE ONLY
NOT FOR CONSTRUCTION



ABBREVIATIONS:

AC - ASPHALT CONCRETE
BFP - BACKFLOW PREVENTOR
CB - CATCH BASIN
C.I. - CURB INLET
CL - CENTER LINE
CLF - CHAIN LINK FENCE
CONC - CONCRETE
D.I. - DROP INLET
DWY - DRIVEWAY
E - ELECTRIC LINE
EB - ELECTRIC BOX
EM - ELECTRIC METER
EV - ELECTRIC VAULT
F - FACE OF CURB
FDC - FIRE DEPT. CONNECTION
FH - FIRE HYDRANT
FL - FLOWLINE
G - GAS LINE
GM - GAS METER
GP - GUARD POST
GV - GAS VALVE
HCR - HANDICAP RAMP
IRR - IRRIGATION
J - JOINT POLE
JT - JOINT TRENCH
MW - MONITORING WELL
OH - OVERHEAD UTILITY
PI - POST INDICATOR VALVE
PG&E - PACIFIC GAS & ELECTRIC
PL - PROPERTY LINE
PLNTR - PLANTER
PP - POWER POLE
PUE - PUBLIC UTILITY EASEMENT
R/W - RIGHT OF WAY
SD - STORM DRAIN LINE

SYMBOLS:

○ - MONUMENT (AS NOTED)
● - FD. PROPERTY CORNER (AS NOTED)
--- CHAIN LINK FENCE
--- FIRE HYDRANT
--- STORM DRAIN MANHOLE
--- MANHOLE
--- SANITARY SEWER MANHOLE
--- TELEPHONE MANHOLE
--- TREE
--- YARD LIGHT

UTILITY NOTE

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES AND/OR STRUCTURES SHOWN ON THIS SURVEY WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE LOCATION OF ANY UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

BASIS OF BEARINGS:

THE BASIS OF BEARING OF THIS SURVEY IS THE NORTHWESTERLY LINE OF PARCELS E-1 AND E-2 AS SHOWN ON 12 C&T 60, THE BEARING OF WHICH IS S53°34'18"W.

BENCHMARK:

CITY BENCHMARK #20: UPPER EDGE OF BRONZE DISC ABOVE DROP INLET IN THE NORTHEASTERLY RETURN OF DEL MONTE AVENUE AND ELM STREET

ELEVATION = 21.237 (CITY DATUM)

NOTES:

- THE SITE IS ZONED CRG (REGIONAL COMMERCIAL)
- SETBACKS PER ZONING:
FRONT: 0' (POSSIBLE SETBACK DUE TO PROXIMITY TO A COASTAL ZONE)
SIDE: 30' TOTAL BETWEEN PARCELS, 18' ON ONE SIDE AND 12' ON THE OTHER
REAR: 0' (POSSIBLE SETBACK DUE TO PROXIMITY TO A COASTAL ZONE)
- FLOOD ZONE IS DESIGNATED 'X' PER COMMUNITY PANEL NUMBER 06053C0326G, DATED 6/21/2017.
- PARCEL 4 IS PARCEL C OF TRACT 739 AND IS THE PARCEL HOME DEPOT IS SITTING ON IN THE SHOPPING CENTER. IT IS A NON-EXCLUSIVE EASEMENT OVER THE COMMON AREAS FOR PARKING AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS. IT IS NOT PLOTTED AS THE CORNER OF THIS PARCEL IS APPROX. 300' FROM THE McDONALD'S PARCEL AND WOULD ONLY BE USED AS ACCESS TO THE NORTHEAST AND ROBERTS AVE, ULTIMATELY LEADING TO DEL MONTE BLVD. VIA OLYMPIA BLVD. (SEE VICINITY MAP)

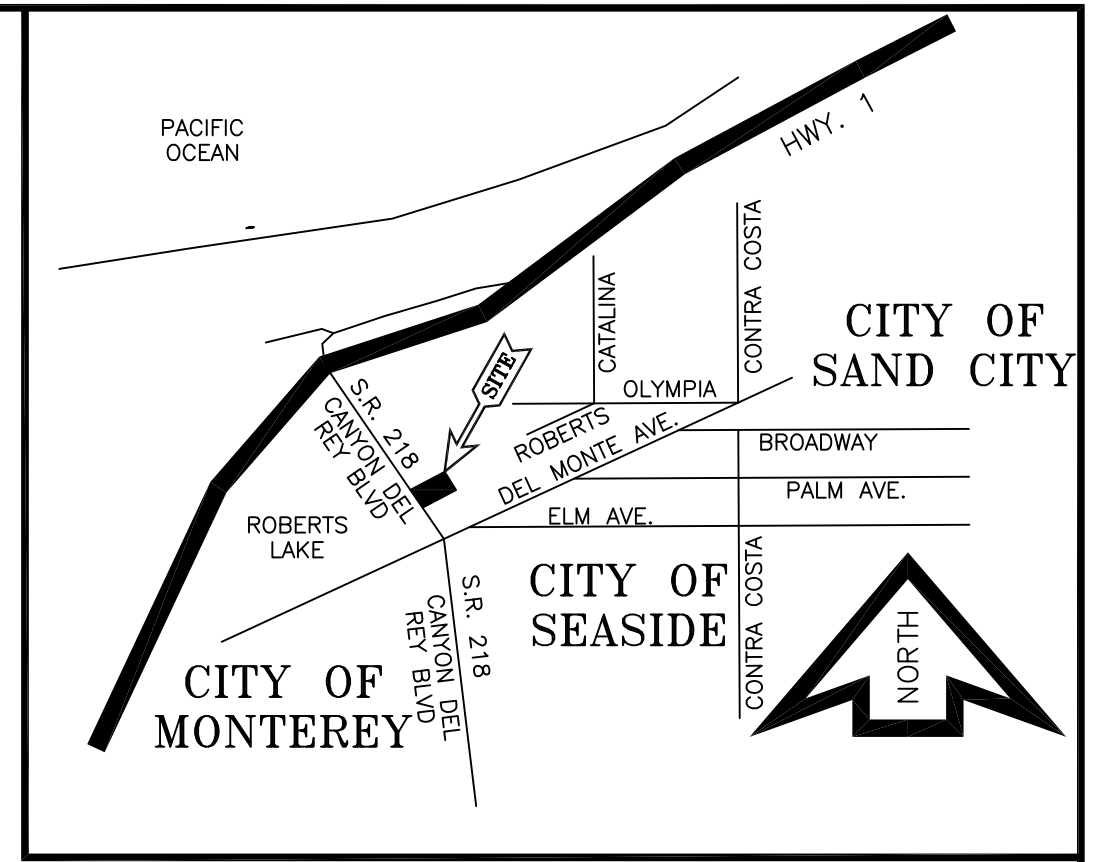
UTILITY REFERENCES:

STORM DRAIN - CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831) 899-6885

SEWER - CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831) 899-6885

WATER - CAL-AM WATER COMPANY
9670 BLUE LARKSPUR LANE
MONTEREY, CA 94303
(831) 646-3253

ELECTRICAL - & NATURAL GAS - PACIFIC GAS AND ELECTRIC
2311 GARDEN ROAD
MONTEREY, CA
(831) 648-3231



VICINITY MAP N.T.S.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCELS "E-1" AND "E-2", AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 739, OFFICIAL MAP OF LAGUNA GRANDE REDEVELOPMENT PROJECT", FILED AUGUST 1, 1974 IN VOLUME 12 OF CITIES AND TOWNS AT PAGE 60, RECORDS OF MONTEREY COUNTY, CALIFORNIA, SAID MAP IS HERINAFTER REFERRED TO AS THE "TRACT 739 MAP", SAID PARCELS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL E-1, THENCE ALONG THE SOUTHEASTERLY LINES OF SAID PARCEL E-1 AND SAID PARCEL E-2, NORTH 53° 33' 20" EAST 171.63 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL E-2; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL E-2, NORTH 36° 25' 42" WEST 118.13 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL E-2; THENCE ALONG THE NORTHWESTERLY LINES OF SAID PARCEL E-2 AND SAID PARCEL E-1 SOUTH 53° 34' 18" WEST 174.25 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL E-2, SAID POINT LYING ON A 7,450 FOOT RADIUS NON-TANGENT CURVE, HAVING A RADIAL BEARING AT SAID POINT OF SOUTH 52° 45' 22" WEST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, SAID CURVE BEING THE SOUTHWESTERLY LINE OF SAID PARCEL E-1 THROUGH A CENTRAL ANGLE OF 00° 54' 33" AND AN ARC LENGTH OF 118.21 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR RIGHT OF WAY PURPOSES OVER A STRIP OF LAND 60 FEET WIDE AND A STRIP OF LAND 30 FEET WIDE, AS AN APPURTENANT TO SAID PARCEL 1, AS SHOWN ON THE TRACT 739 MAP.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS ON, OVER AND UNDER THE "PARKING SITE" (AS SUCH TERM IS DEFINED AND DESCRIBED IN THE "AGENCY GRANT DEED DATED" APRIL 12, 1976, RECORDED APRIL 23, 1976 IN REEL 1049 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 232, BEING PARCELS A-1, A-2, A-3, A-4, A-5, B, AND I AS SAID PARCELS ARE SHOWN ON THE TRACT 739 MAP, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES: FOR THE ERRECTING, CONSTRUCTING, MAINTAINING AND OPERATING OF SIGNS AND OTHER ADVERTISING AND DIRECTIONAL FACILITIES; AND FOR PARKING AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, ALL AS DEPICTED AND FULLY DEFINED IN AND LIMITED BY THE AGENCY GRANT DEED.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT OVER AND UPON THE COMMON AREA PORTION OF PARCEL C AS SAID PARCEL IS SHOWN ON THE TRACT 739 MAP (BEING THE "LAND EASEMENT AREA" DEPICTED, DEFINED AND DESCRIBED IN THE AGENCY GRANT DEED), FOR PARKING AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AS DEPICTED AND FULLY DEFINED IN AND LIMITED BY THE AGENCY GRANT DEED.

REFERENCES:

- CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. FWMN-TO17001644, DATED DECEMBER 18, 2017.
- TRACT MAP NO. 7398, 12 CITIES AND TOWNS 60

EXCEPTIONS PER REFERENCE 1:

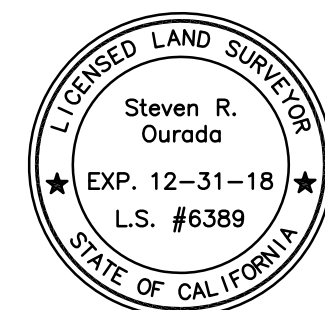
- TAXES
- TAXES
- LIEN OF SUPPLEMENTAL TAXES, IF ANY
- THE HEREIN PROPERTY IS WITHIN THE BOUNDARIES OF MONTEREY REGIONAL PARK DISTRICT OPEN SPACE AND COASTAL PRESERVATION DISTRICT (INST #2017019116) NON-SURVEY RELATED AND NOT PLOTTED.
- ANY ASSESSMENTS OR CHARGES DUE TO THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY.
- DITCH/PIPELINE EASEMENT (BOOK 183, PAGE 291) UNABLE TO PLOT PER RECORD DATA.
- P.G.&E. EASEMENT (VOL. 1808, PAGE 367) UNABLE TO PLOT PER RECORD DATA.
- NEIGHBORHOOD REDEVELOPMENT PROGRAM (REEL 656, PAGE 728; AND AMENDMENTS), ESTABLISHES DEVELOPMENT STANDARDS AND USES, NON-SURVEY RELATED, NOT PLOTTED.
- EASEMENTS ON MAP (12 C&T 60), 10' TELEPHONE EASEMENT, AFFECTS EASTERLY CORNER OF PARCEL 1
- 10' SANITARY SEWER EASEMENT, AFFECTS PORTIONS OF PARCEL 1
- C.C.&R.'s (REEL 1049, PAGES 232 AND 267; REEL 721; REEL 1826, PAGE 604; REEL 2263, PAGE 715), PROVIDES RECIPROCAL ACCESS AND UTILITY EASEMENTS ACROSS PARCELS 1 AND 2.
- PUBLIC UTILITY EASEMENTS (1049 O.R. 267), EASEMENTS FROM LEGAL DESCRIPTION AND SHOWN AS PARCELS 2, 3 AND 4.
- SHOPPING CENTER EXPANSION AGREEMENT (INST #9889903), PROVIDES BLANKET EASEMENT OVER PARKING AREAS FOR RECIPROCAL ACCESS AND UTILITIES, BLANKET IN NATURE AND NOT PLOTTED.
- SIGN AGREEMENT (INST # 9889904), PROVIDES FOR CONSTRUCTION AND USE OF FREEWAY SIGNAGE.
- RECORD INFORMATION GIVES APPROXIMATE LOCATIONS ONLY AND IS NOT PLOTTED.
- DEEDS OF TRUST
22. GENERAL NOTES AND TITLE COMPANY REQUIREMENTS.

SURVEYOR'S CERTIFICATE

TO: McDONALD'S USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY;
McDONALD'S REAL ESTATE COMPANY, A DELAWARE CORPORATION;
McDONALD'S CORPORATION, A DELAWARE CORPORATION; AND
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7, 8, 9, 11, 17 AND 18 OF TABLE A THEREOF, AND THAT IT COMPLIES WITH THE REQUIREMENTS PROVIDED BY McDONALD'S CORPORATION. THE FIELD WORK WAS UPDATED ON MARCH 28, 2018.

DATE: MARCH 30, 2018
SIGNED: Steven R. Ourada
STEVEN R. OURADA, L.S. #6389



L/C: 004-1284

A.L.T.A. SURVEY

1516 CANYON DEL REY BLVD

APN: 011-561-024 & -025

CITY OF SEASIDE COUNTY OF MONTEREY STATE OF CALIFORNIA

Prepared for McDONALD'S CORPORATION

OURADA ENGINEERING

**5805 FLEET COURT
ROCKLIN, CALIFORNIA 95765**

PHONE: (916) 624-1221

JOB NO.

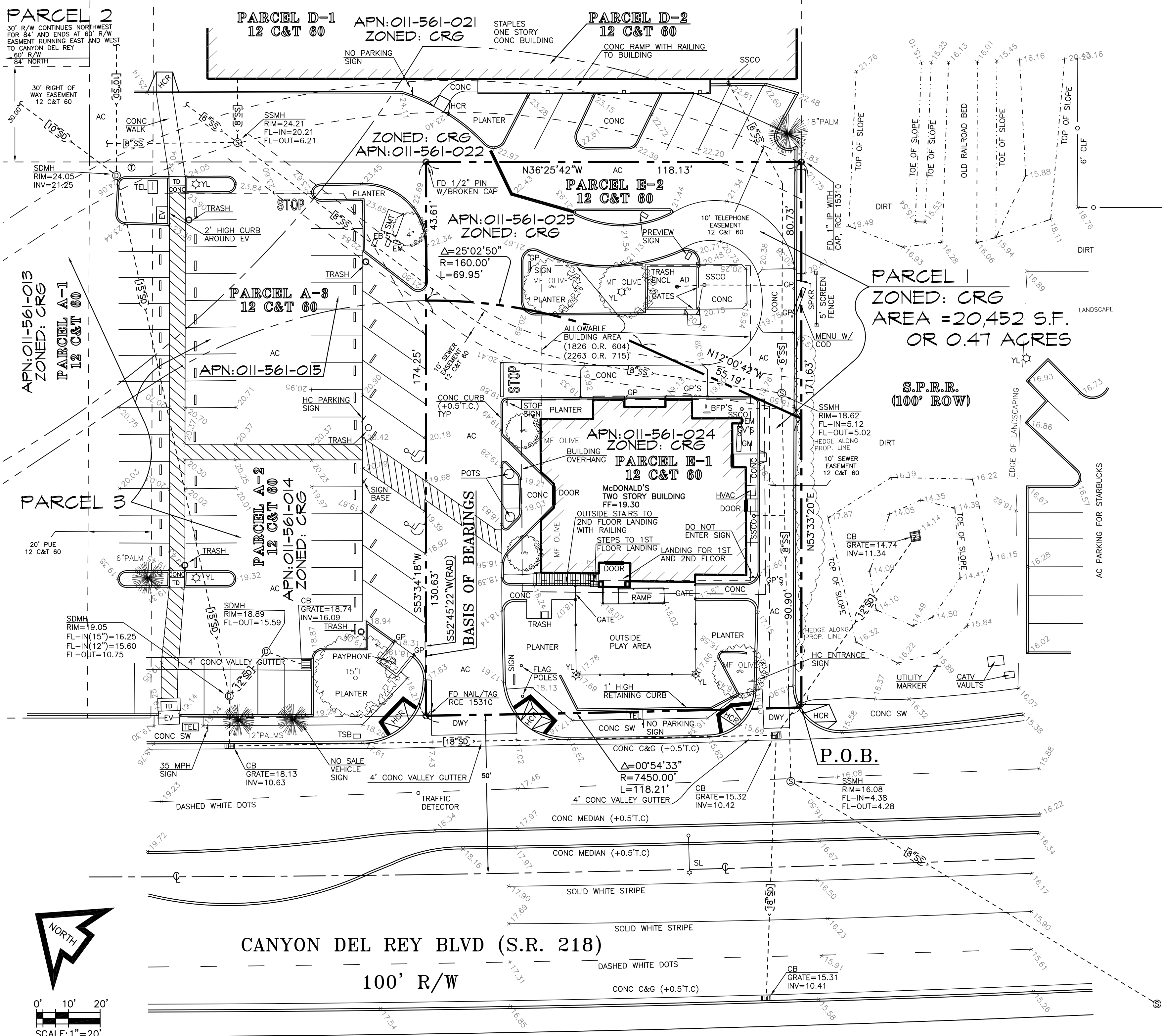
MC-1492

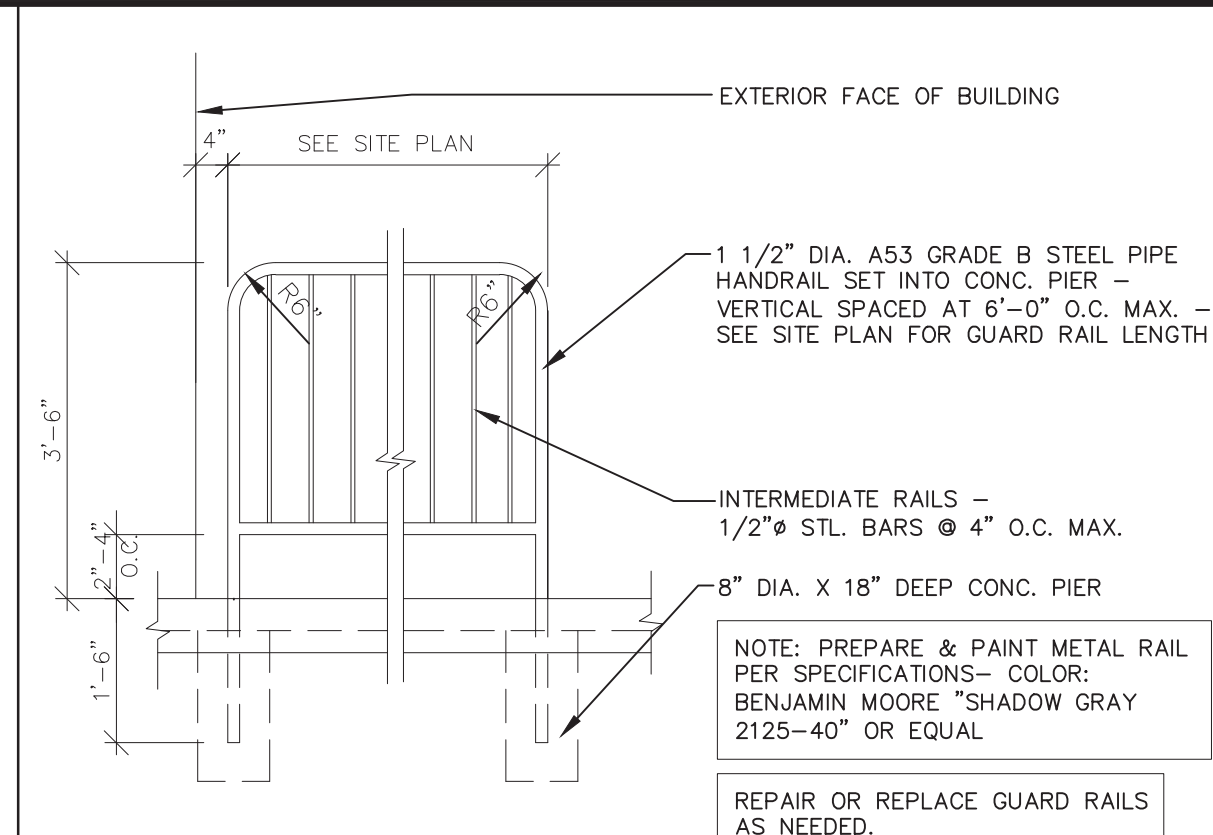
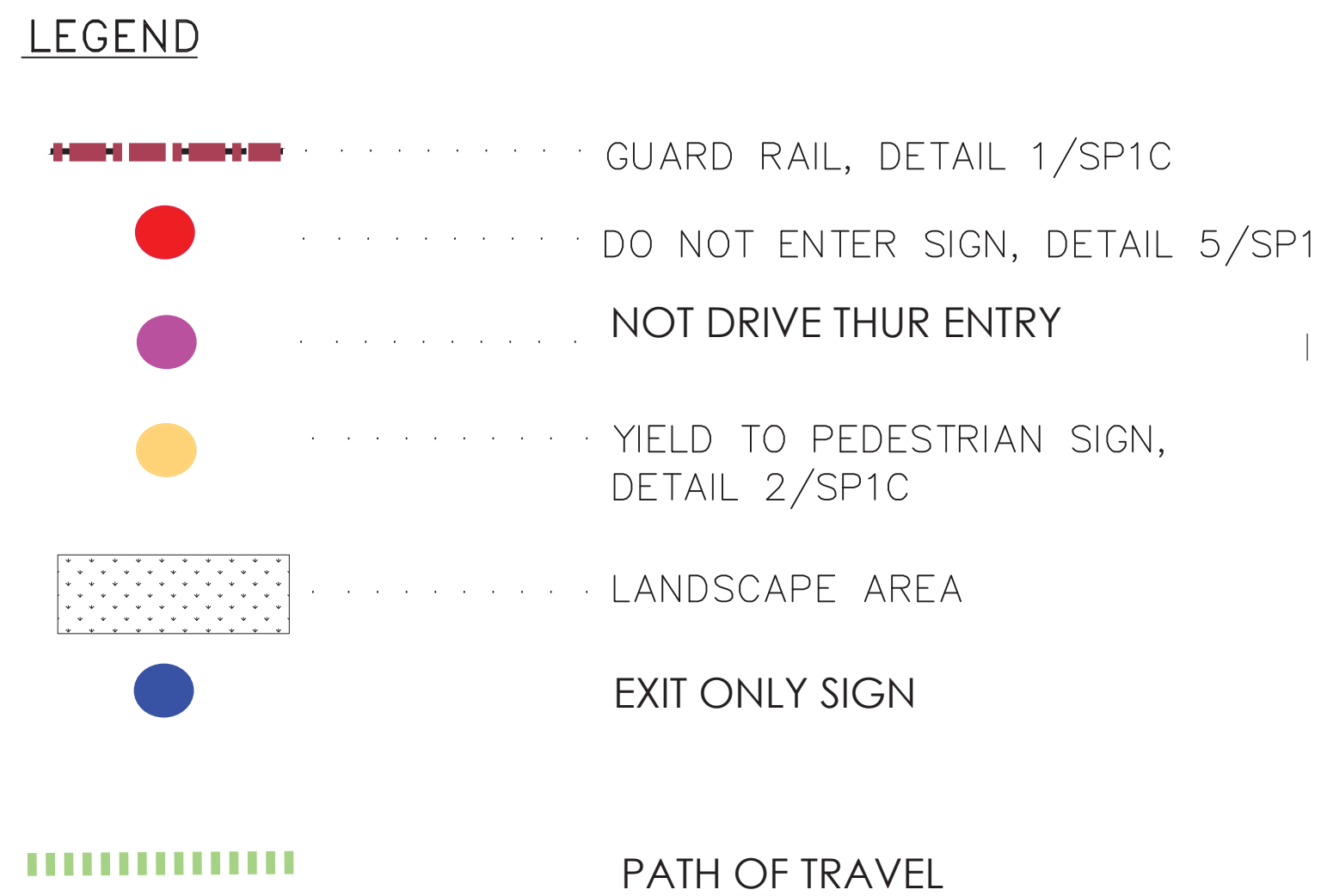
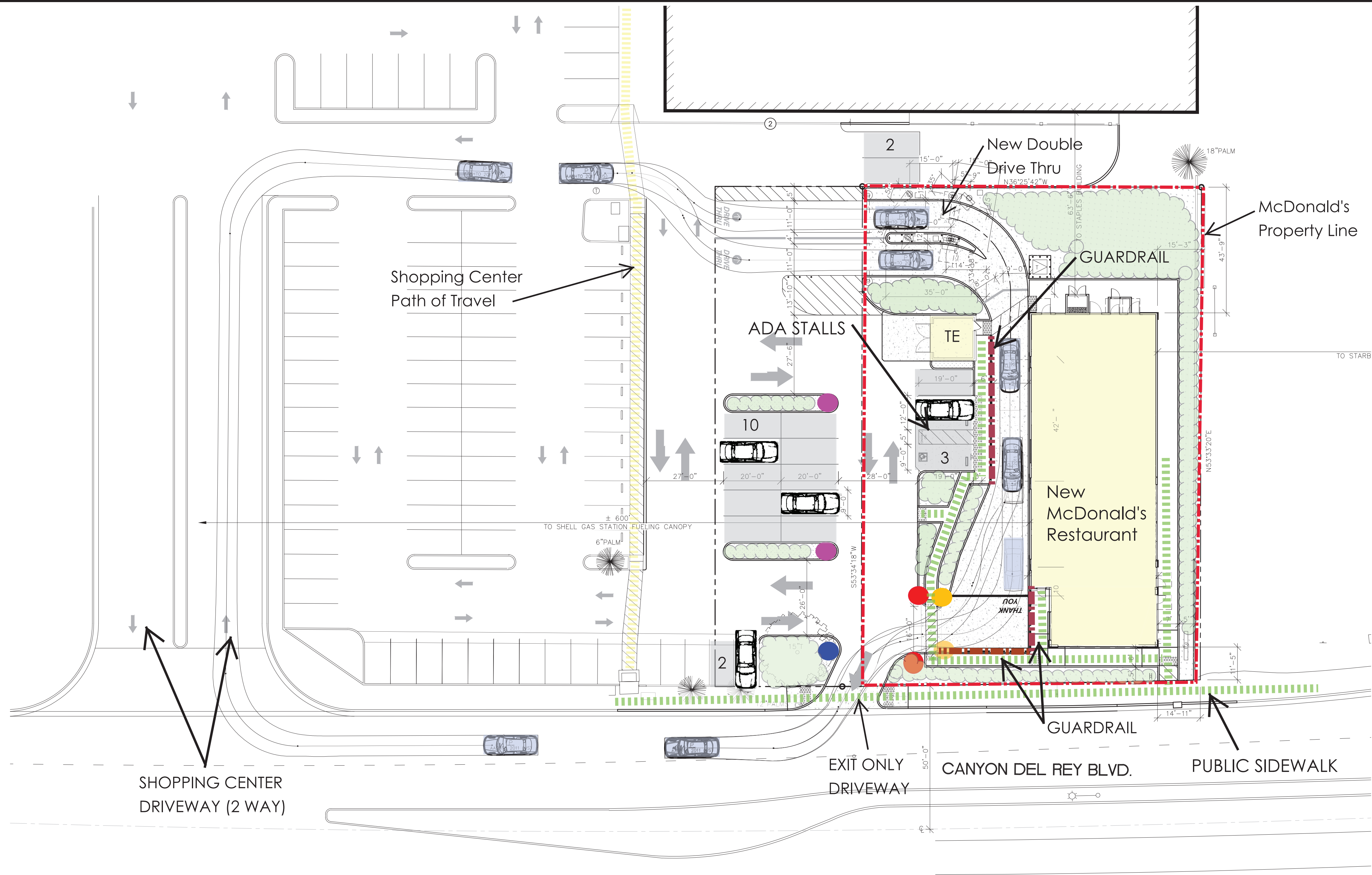
SHEET 1 OF 1

DRAWN BY: SRO

DATE: 03/30/2018

MC1492 ALTA 2018.DWG

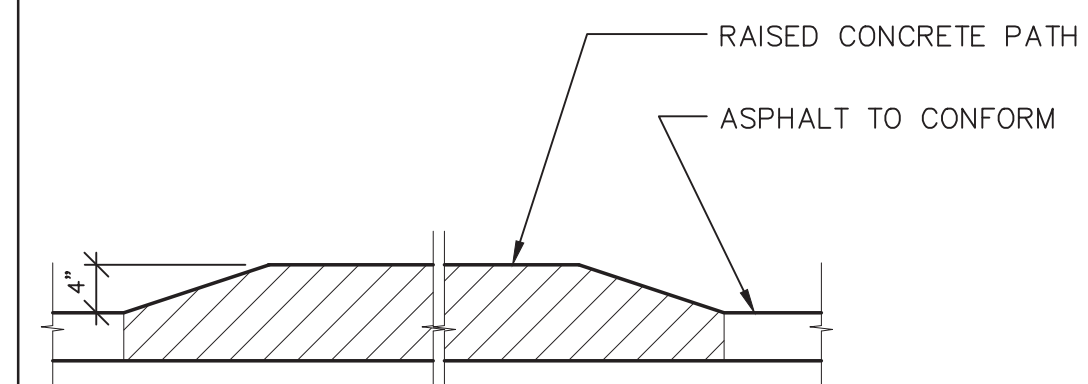




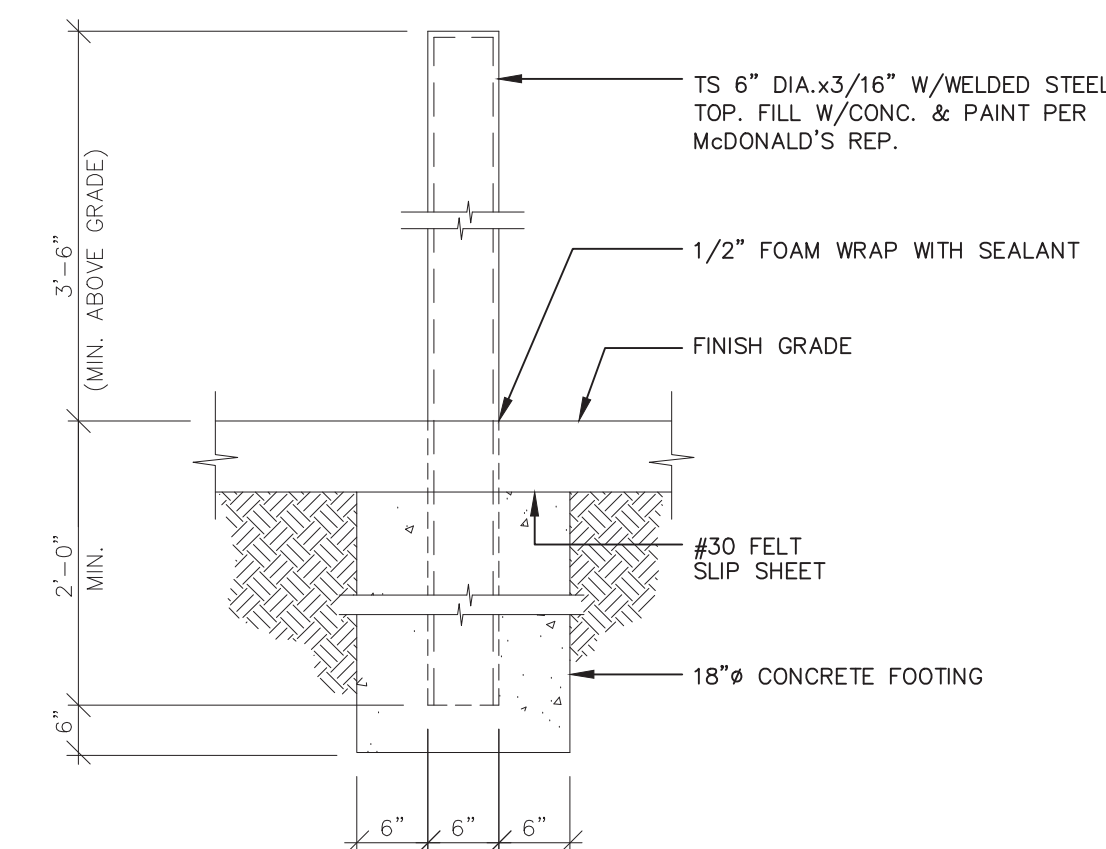
1 GUARD RAIL DETAIL
SPIC 1/2" = 1'-0"



2	SIGN - YIELD FOR PEDESTRIAN
SP1C	-



3	SECTION -RAISED ACCESSIBLE PATH
SP1C	-



4	CONCRETE BOLLARD (GUARD POST)
SP1C	3/4"=1'-0"



5 SIGN — DO NOT ENTER
SP1C —

REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REV	RMF

Professional of Record:



**Architectural
Solutions Group**
2455 Bennett Valley Rd.
Suite A-102
Santa Rosa, CA. 95404

Sec

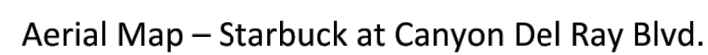
REPREPARED FOR: © 2019 McDonald's USA, LLC

McDonald's USA, LLC

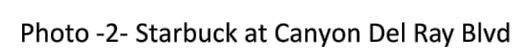
These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and are not suitable for use on different sites or at different times. Use of these drawings on other sites or for other projects without the express prior approval of McDonald's USA, LLC may subject the licensee to legal action. The use of these drawings by other architects and engineers for the services of property licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

TITLE	DRAWN BY
McDONALDS #7436	LB/CB
SEASIDE - CANYON DEL REY	STD. ISSUE DATE
	03/20/19
DESCRIPTION	REVIEWED BY
REBUILD - BR20	RMF
WOOD BEARING WALLS AND WOOD ROOF FRAMING	DATE
STUCCO/GAUFEN/METAL PANEL FINISHES	03/20/19
SITE #	SITE ADDRESS
004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955

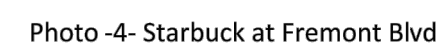
SP10
SITE PLAN



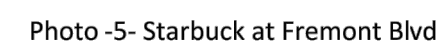
Page 1 of 4



Page 2 of 4



Page 3 of 4



Page 4 of 4

MCD17201.0 SEASIDE – PLANNING USE PERMIT

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	
	2	Cupressus macrocarpa / Monterey Cypress	15 gal.	Low	
	4	Metrosideros excelsa / New Zealand Christmas Tree	15 gal.	Low	
	3	Washingtonia robusta / Mexican Fan Palm	6' CLEAR	Low	
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	
	71	Coleonema pulchrum 'Sunset Gold' / Golden Breath Of Heaven	5 gal	Low	
	159	Diets x 'Lemon Drop' / Fortnight Lily	1 gal	Low	
	23	Erigeron karvinskianus 'Moerheimii' / Pink Santa Barbara Daisy	1 gal	Low	
	9	Myrica californica 'Buxifolia' / Pacific Wax Myrtle	5 gal	Low	
	29	Phormium tenax 'Maori Queen' / New Zealand Flax	5 gal	Low	
	47	Westringia fruticosa / Coast Rosemary	5 gal.	Low	
VINES/ESPALLIERS	QTY	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	
	2	Magnolia grandiflora 'Little Gem' Espallier / Dwarf Southern Magnolia	5 gal	moderate	
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	SPACING
	75	Festuca glauca 'Elijah Blue' / Blue Fescue	1 gal	Low	20" o.c.
	72	Juniperus horizontalis 'Mother Lode' / Creeping Juniper	1 gal	Low	48" o.c.

1. All existing trees (to remain) shall be protected in place during construction.
2. All new landscape areas shall receive a minimum 3" layer of organic wood chip mulch.
3. New irrigation shall conform to City of Seaside water conservation standards. See sheet L2, Preliminary Irrigation Plan for more information.

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS	.3	DRIP	.81	.37	5,021	1,858	41,471 GAL.
MEDIUM WATER USE PLANTS	.5	DRIP	.81	.62	20	12	268 GAL.
TOTALS					(A) 5,041	(B) 1,870	

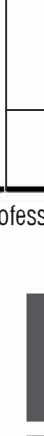
$$\text{Estimated Total Water use (ETWU)} = \frac{\text{ETo} \times (\text{Conversion factor}) \times (\text{ETAF}) \times (\text{Area})}{(36.0) \quad (.62) \quad (1,870)} = 41,738 \text{ GALLONS}$$

Total ETAF x Area	(B) 1,870
Total Area	(A) 5,041
Average ETAF	(B / A) .37

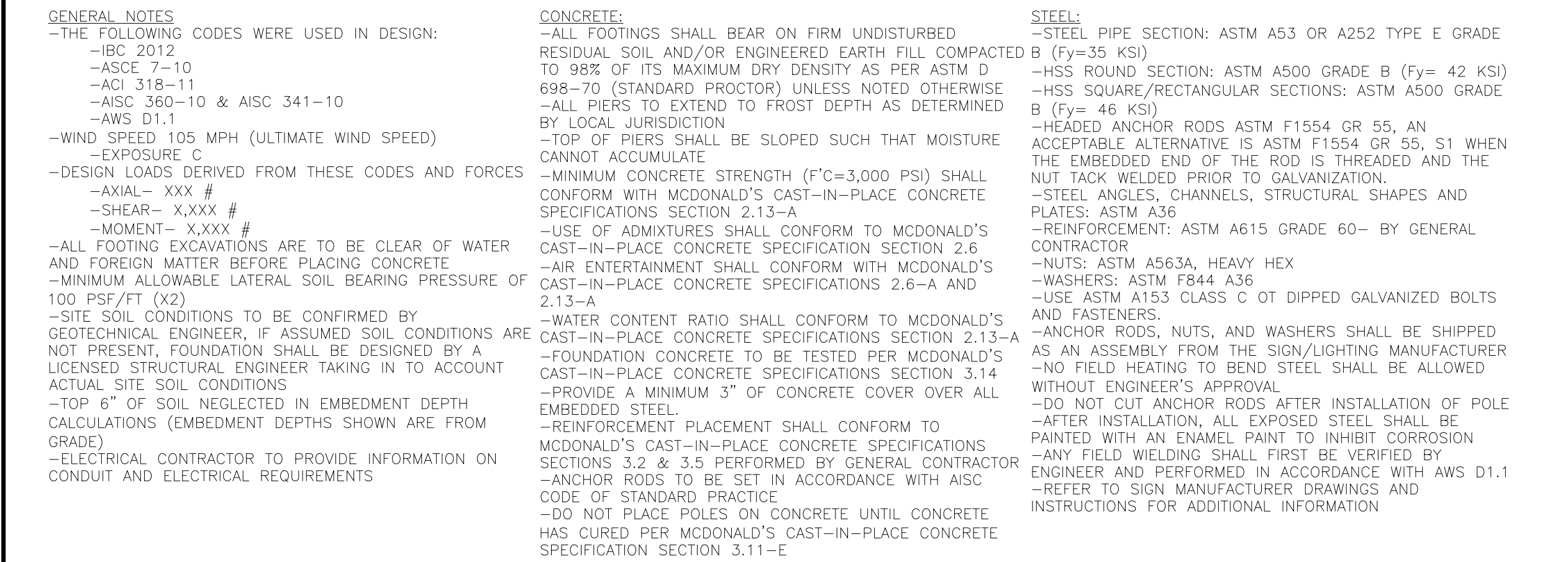
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.



CANYON DEL REY BLVD.

TITLE MC DONALD'S #7436 SEASIDE — CANYON DEL REY		DRAWN BY RLS		PREPARED FOR ©2019 McDonald's USA, LLC	
DESCRIPTION REBUILD — BB20 WOOD BEARING WALLS AND ROOF FRAMING STUCCO/BATTEN/METAL PANEL FINISHES		STD ISSUE DATE 03/20/19		REVIEWED BY RLS	
SITE ID 104-1284		DATE ISSUED 03/20/19		SEAL State of California Registered Landscape Architect Rodney L. Scacalosi No. 455 Exp. 05/31/20	
SITE ADDRESS 1516 CANYON DEL REY, SEASIDE, CA 92085		Professional of Record:  PM DESIGN Architectural Solutions Group 2455 Bennett Valley Rd. Suite A-102 Santa Rosa, CA. 95404			
REVISIONS 05/30/19 Planning use permit 03/20/19 ISSUED FOR USE PERMIT REVIEW 02/21/19 ISSUED FOR CLIENT REVIEW REVIEW		Professional of Record: ROD SCACCALOSI LANDSCAPE ARCHITECT PO Box 2083 Palmdale CA 94952 707-280-8790 Olive@streetlandscape.com roo@olivestreetlandscape.com			

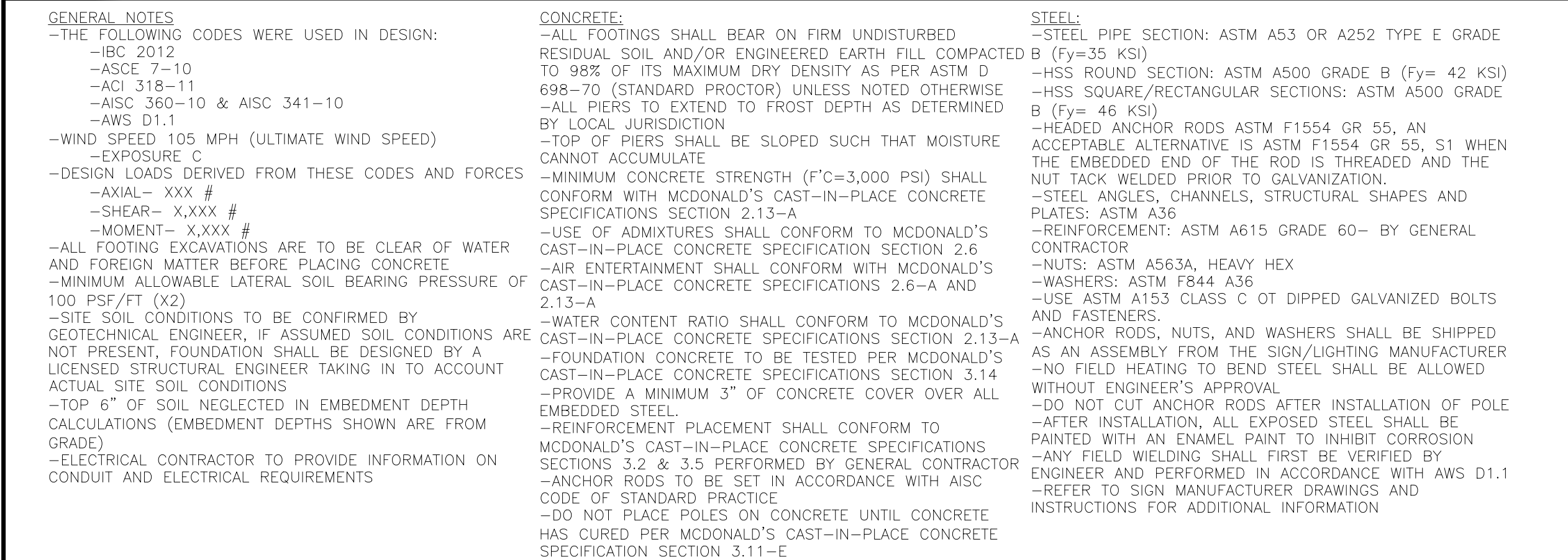
MCD17201.0 SEASIDE – PLANNING USE PERMIT



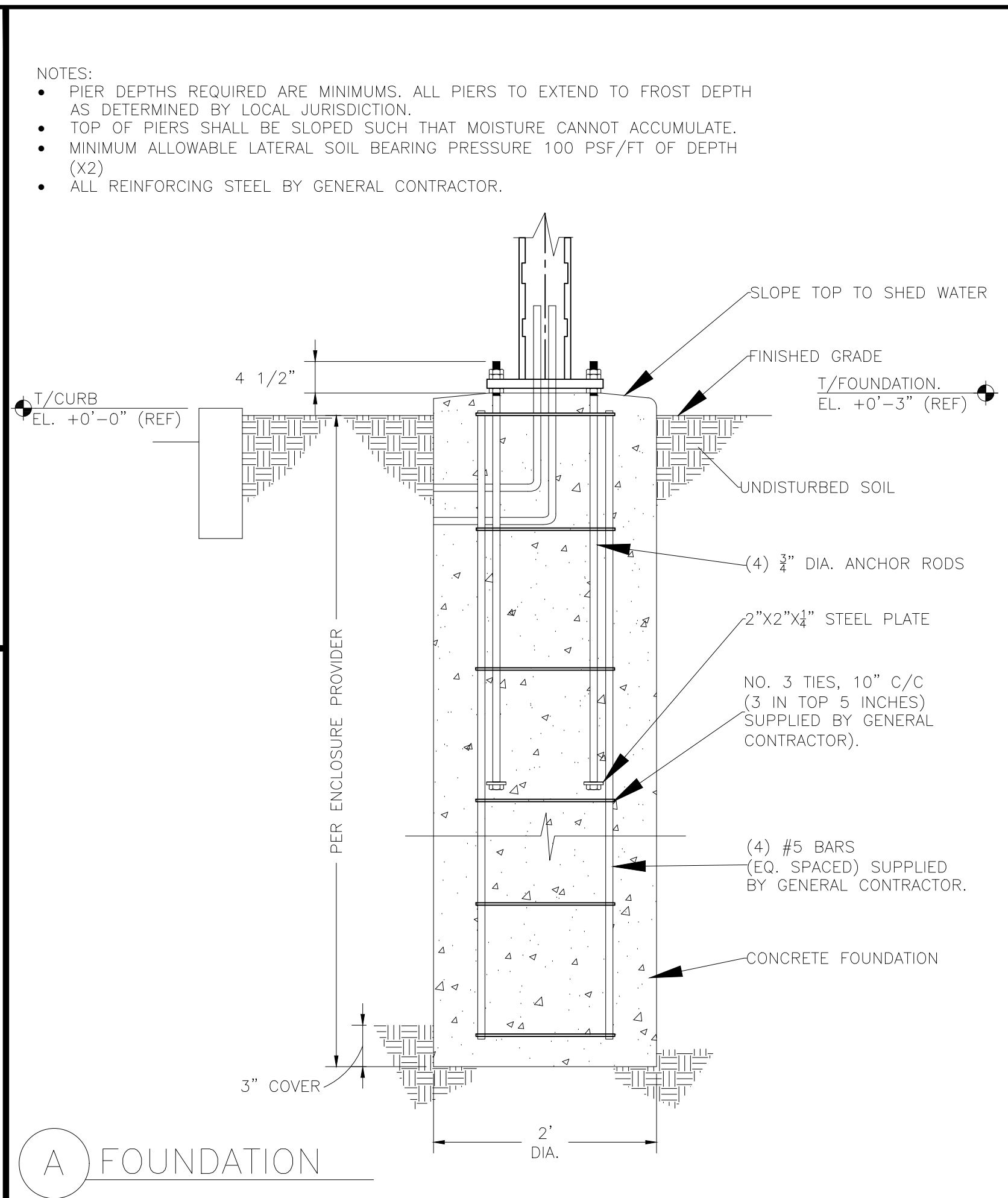
1
SD2

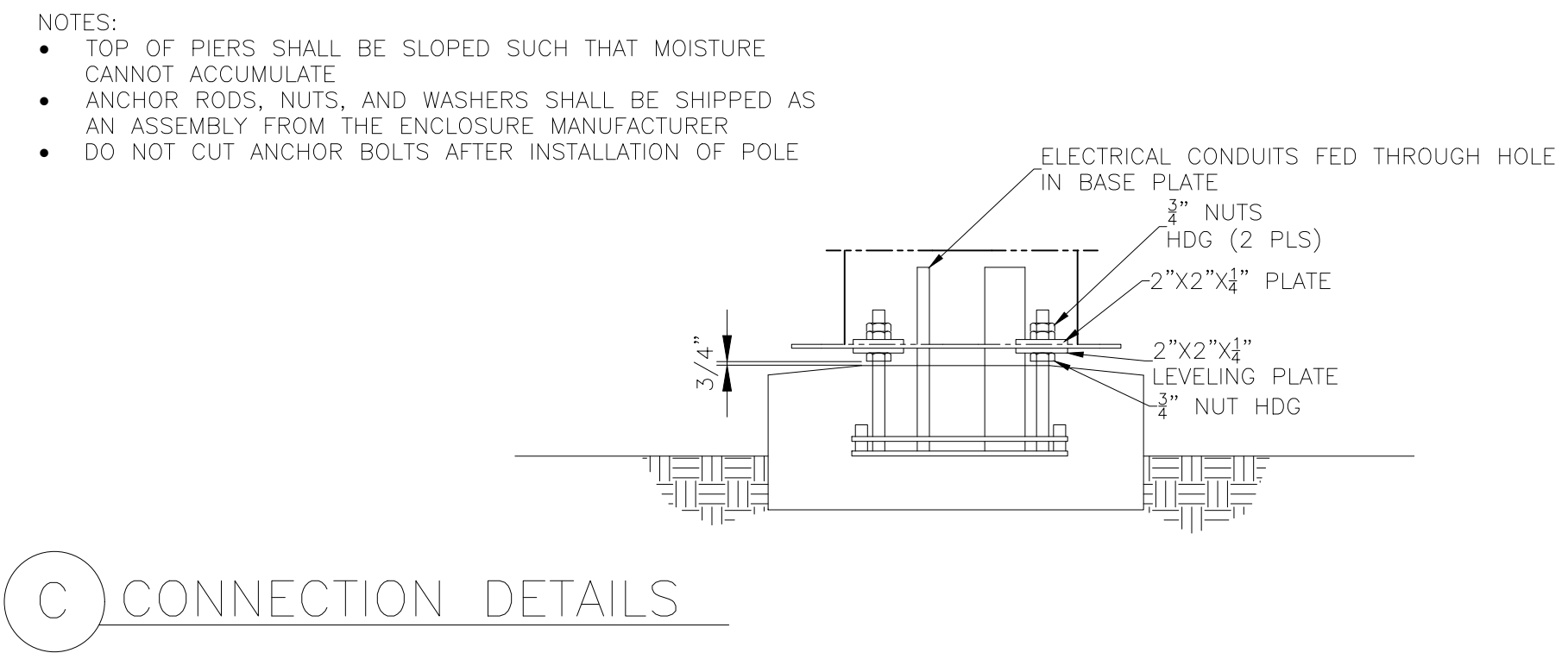
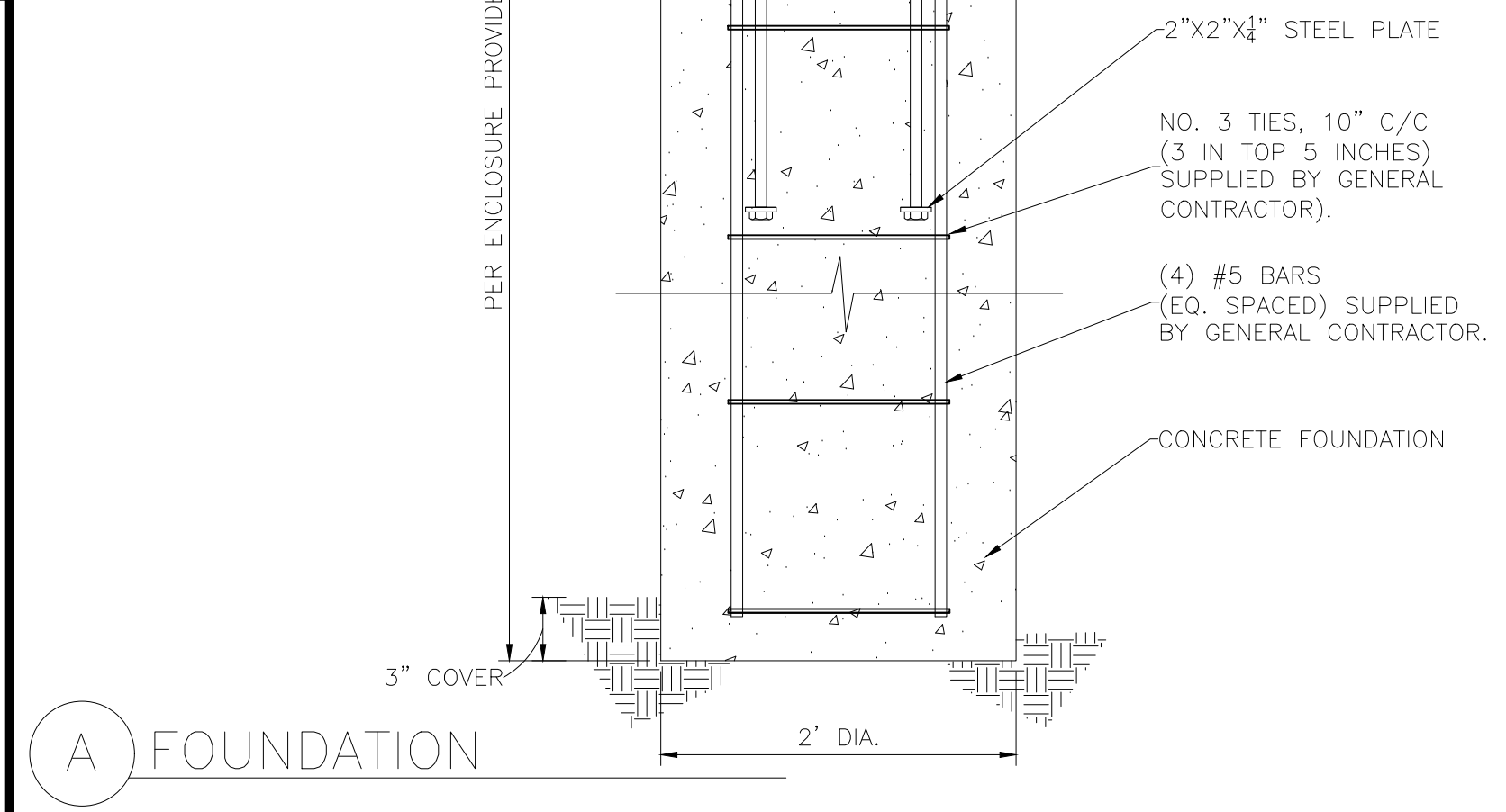
DIGITAL MENU BOARD

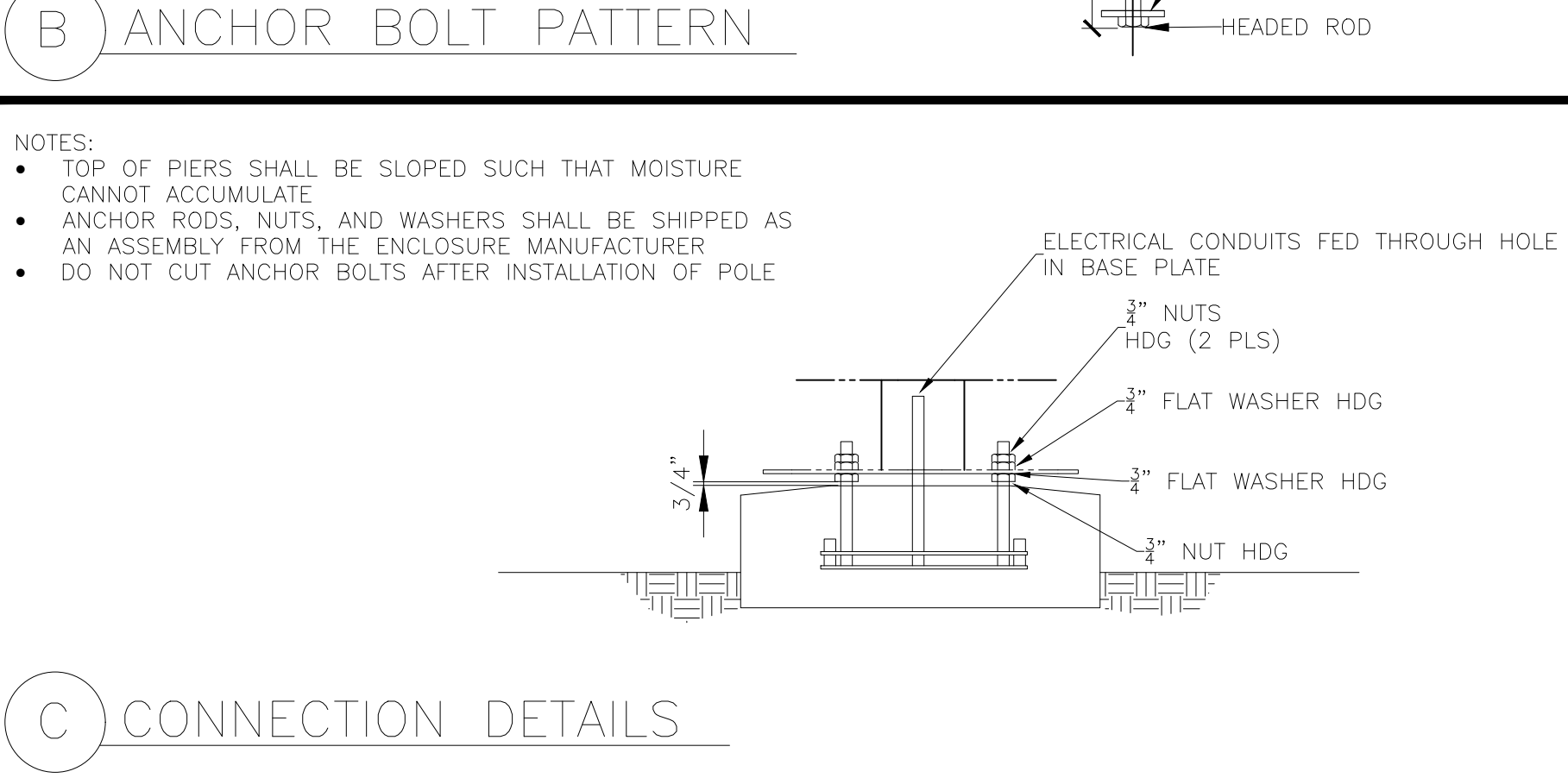
SCALE: NONE



2 DIGITAL PRE-BROWSE BOARD
SD2 SCALE: NONE







REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REVIEW	RMF

Professional of Record:

Architectural
Solutions Group

2455 Bennett Valley Road
Suite A-102
Santa Rosa, CA. 95404

Sea

PREPARED FOR: © 2019 McDonald's USA, LLC

PREPARED FOR:

18

	DRAIN
--	-------

1111

1888

1001

1888

TITLE	

SHEET



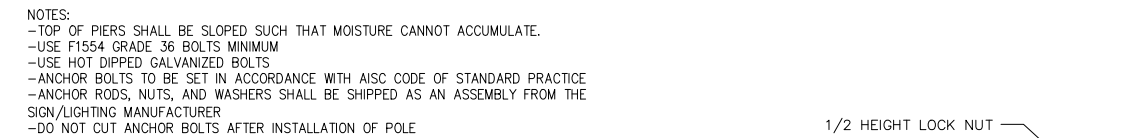
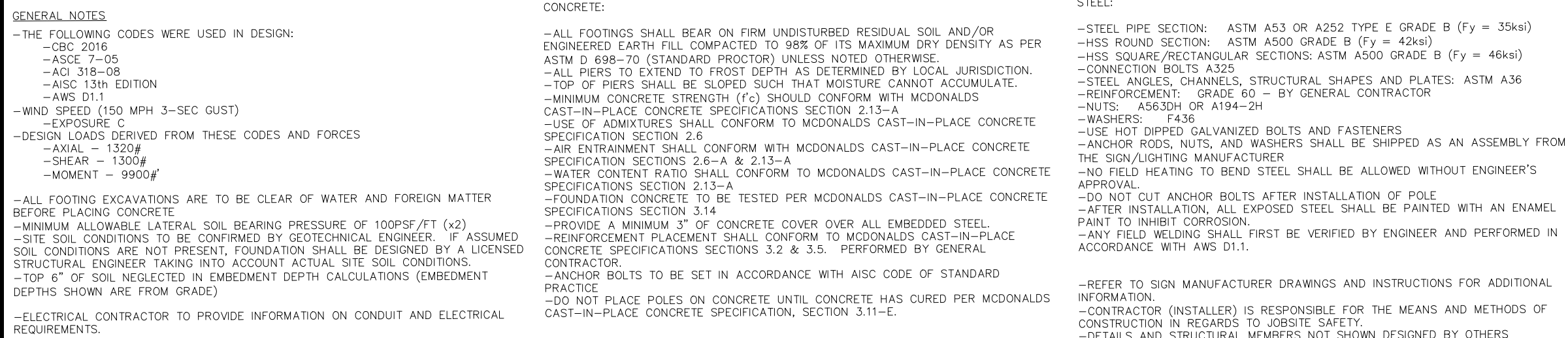
These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared and use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of the contract documents for any other project is prohibited. The services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

McDONALDS #7436
SEASIDE - CANYON DEL REY

DESCRIPTION	REBUILD - 8820	WOOD BEARING WALLS AND WOOD ROOF FRAMING

STUCCO/BATTEN/METAL PANEL FINISHES	
SITE ID	SITE ADDRESS

004-1284 1516 CANYON DEL REY, SEASIDE, CA 93955



REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REVIEW	RMF

P/M
DESIGN

2455 Bennett Valley Rd.
Suite A-102
Santa Rosa, CA. 95404

© 2019 McDonald's USA, LLC

McDonald's USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with this issue date and are not suitable for use on a different site or at a later time. Use of these drawings and specifications for any other project without the prior written consent of McDonald's USA, LLC is prohibited. Reproduction or use of these drawings and specifications for any other project without the prior written consent of McDonald's USA, LLC is prohibited. Reproduction or use of these drawings and specifications for any other project without the prior written consent of McDonald's USA, LLC is prohibited.

TITLE	DRAWN BY
McDONALDS #7436	LB/CB
SEASIDE - CANYON DEL REY	STD ISSUE DATE
	03/20/19
	REVIEWED BY
	RMF
	DATE ISSUED
	03/20/19
DESCRIPTION	SITE ADDRESS
REBUILD - BB20	
WOOD BEARING WALLS AND WOOD ROOF FRAMING	
STUCCO/BATEN/METAL PANEL FINISHES	
004 - 1284	1516 CANYON DEL REY, SEASIDE, CA 93955

SD3

GATEWAY DETAILS & T.E

MCD17201.0 SEASIDE - PLANNING USE PERMIT

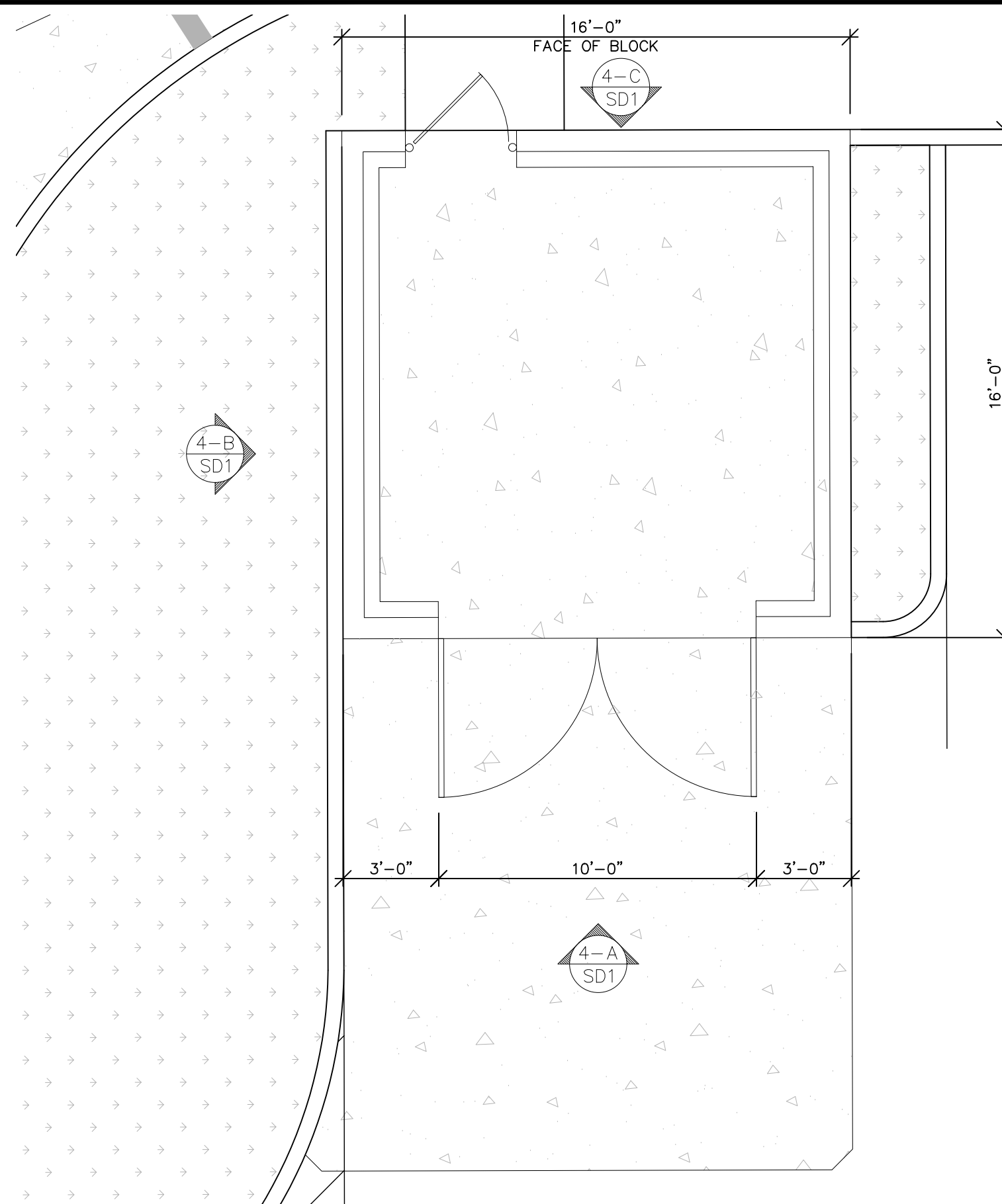


20 TRASH ENCLOSURE - ELEVATIONS

SD3 $1/4'' = 1'-0''$

18 DRIVE-THRU GATEWAY (SINGLE)

SD3 NOT TO SCALE

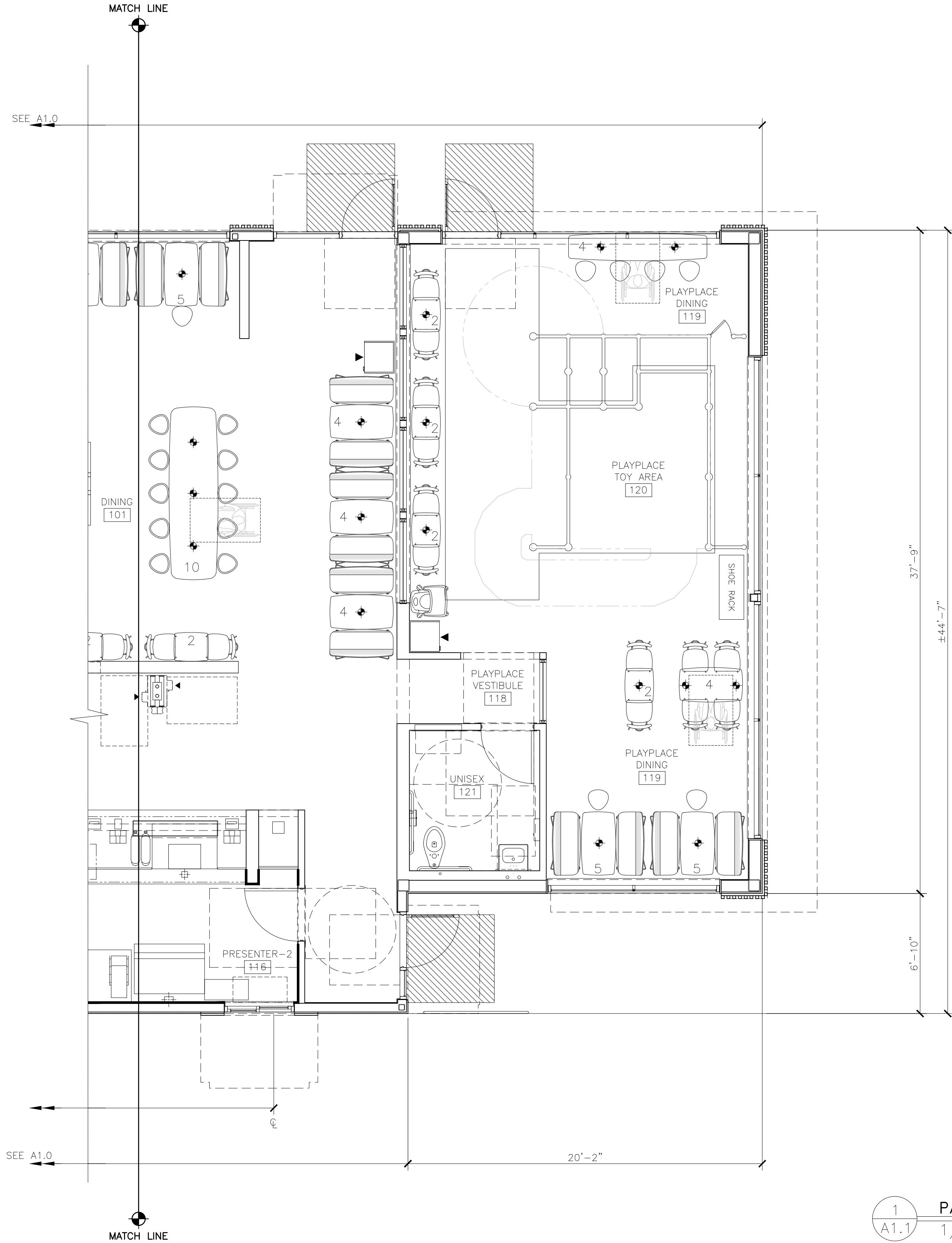


20 TRASH ENCLOSURE - PLAN

SD3 $1/4'' = 1'-0''$

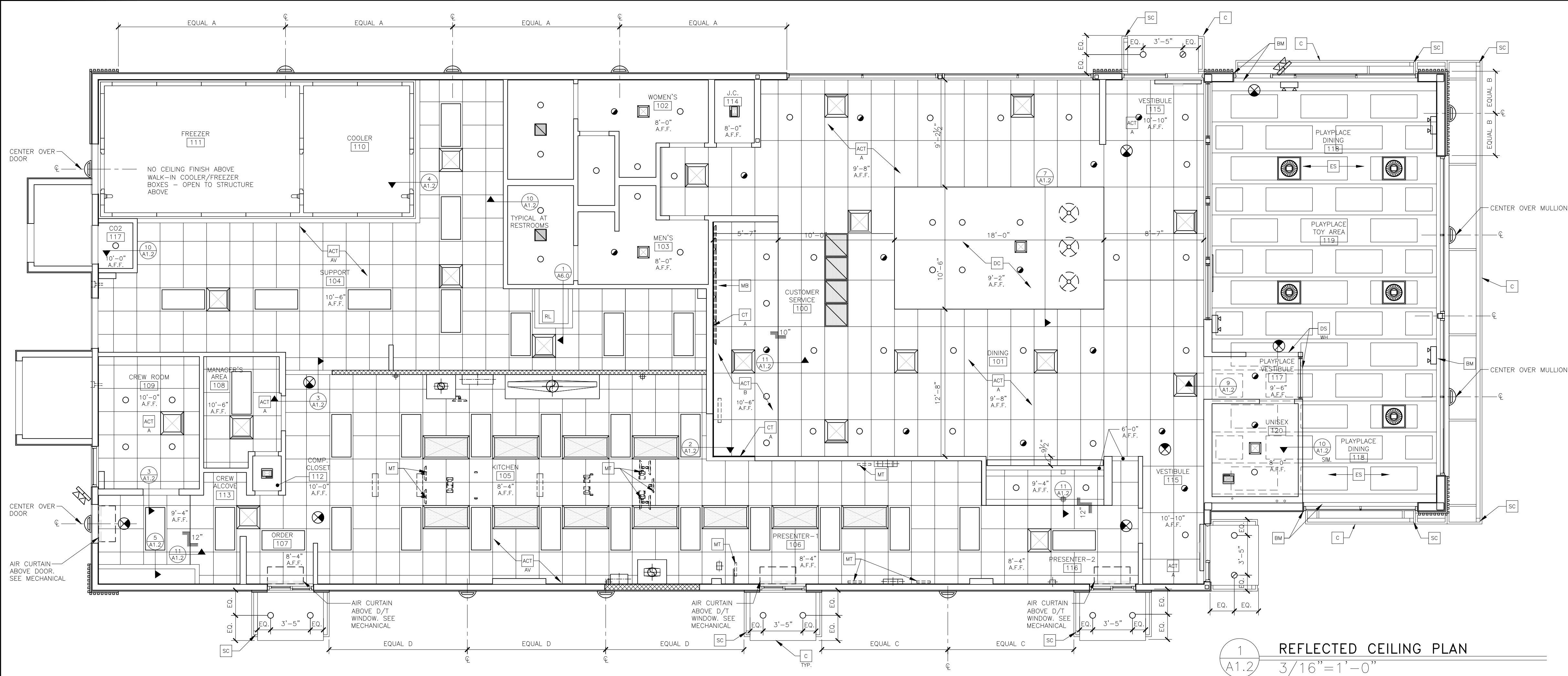
MCD17201.0 SEASIDE - PLANNING USE PERMIT

M:\MCDONALDS_MCD 2017\MCD17201.0 - SEASIDE\01-DRAWINGS CURRENT\01-ARCHITECTURAL\02-PLANNING\TERNATE SITE\02-17201_A-PLAN.DWG 6/14/2019 1:38 PM NESTOR PANGANIBAN



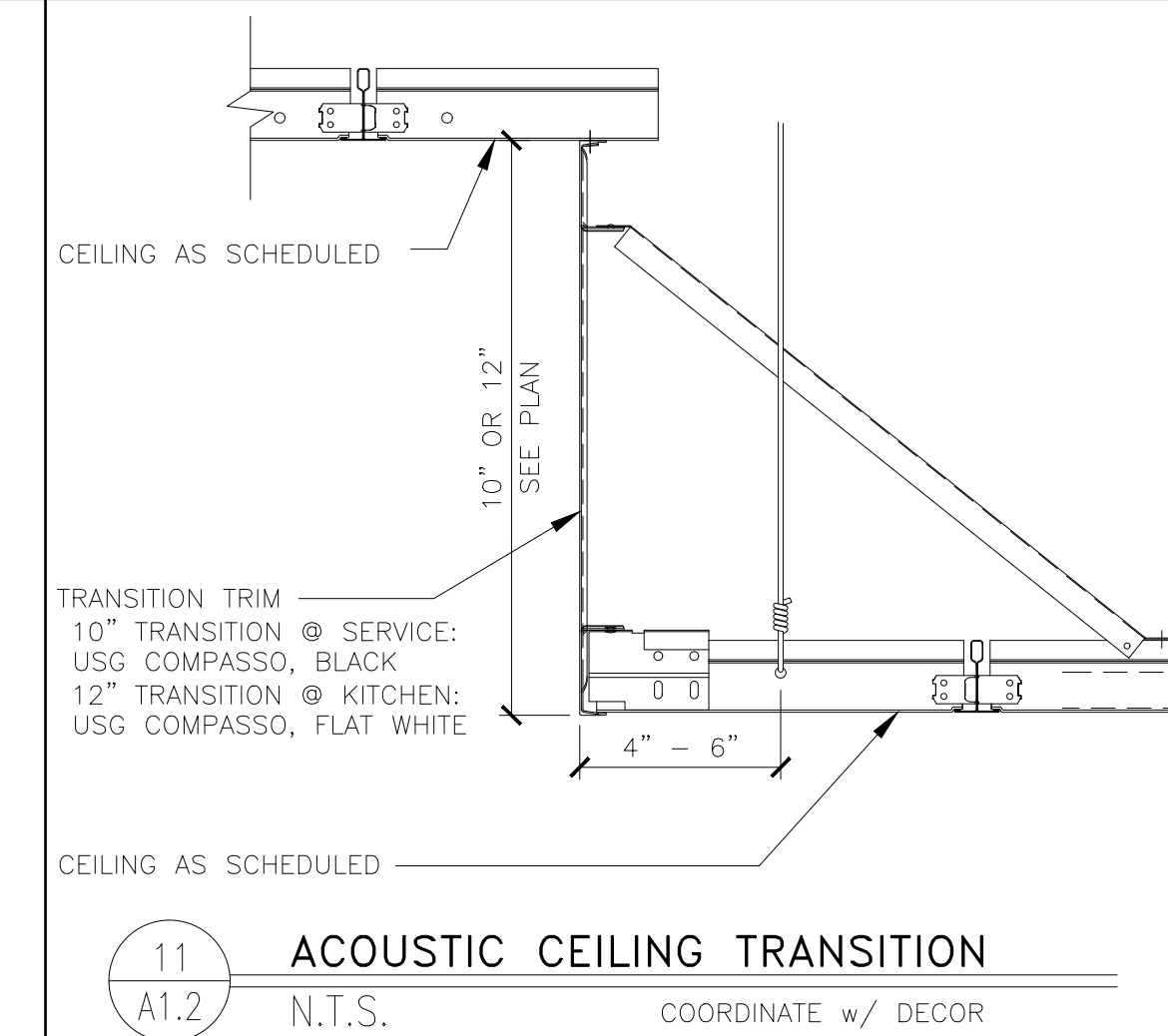
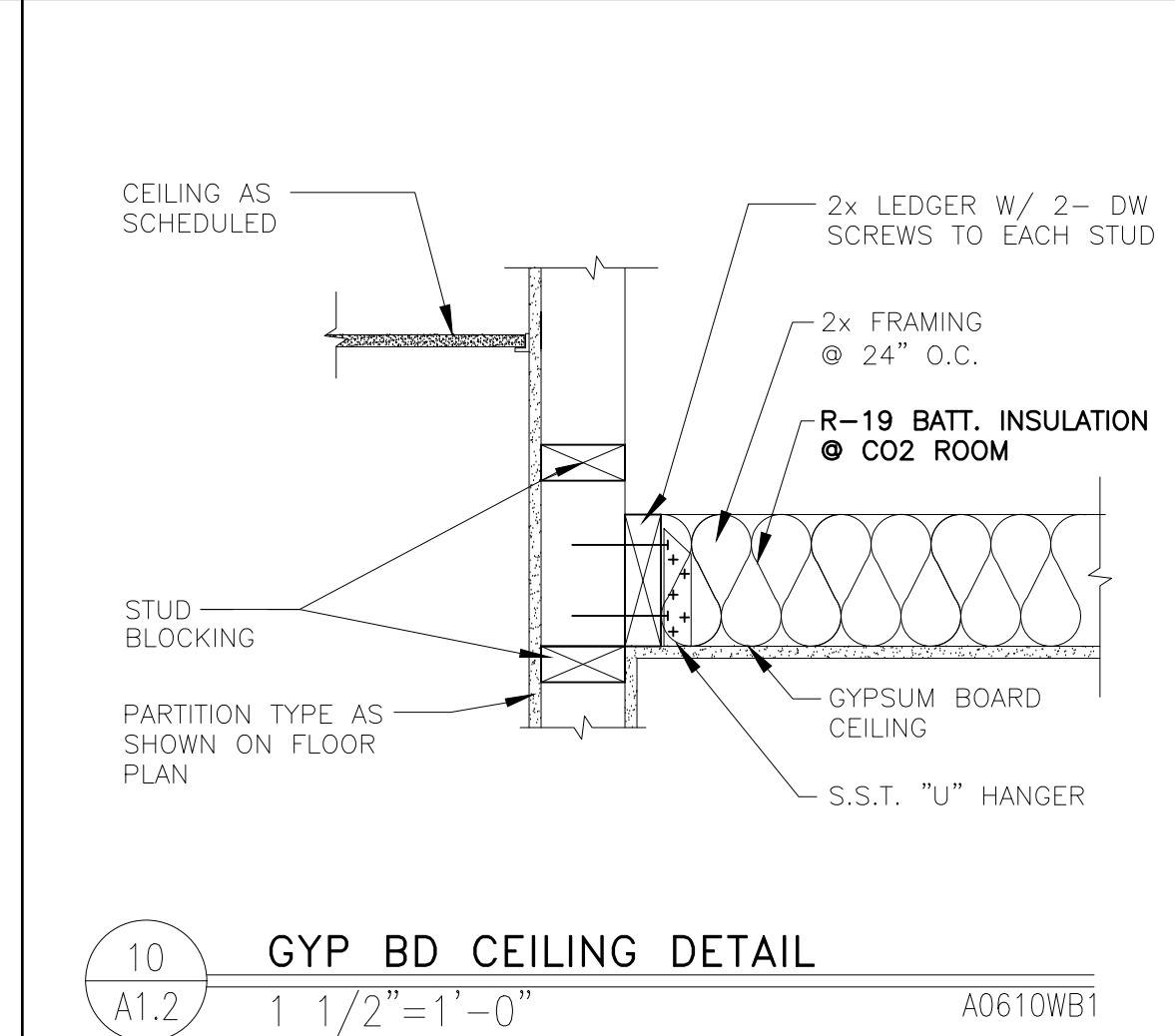
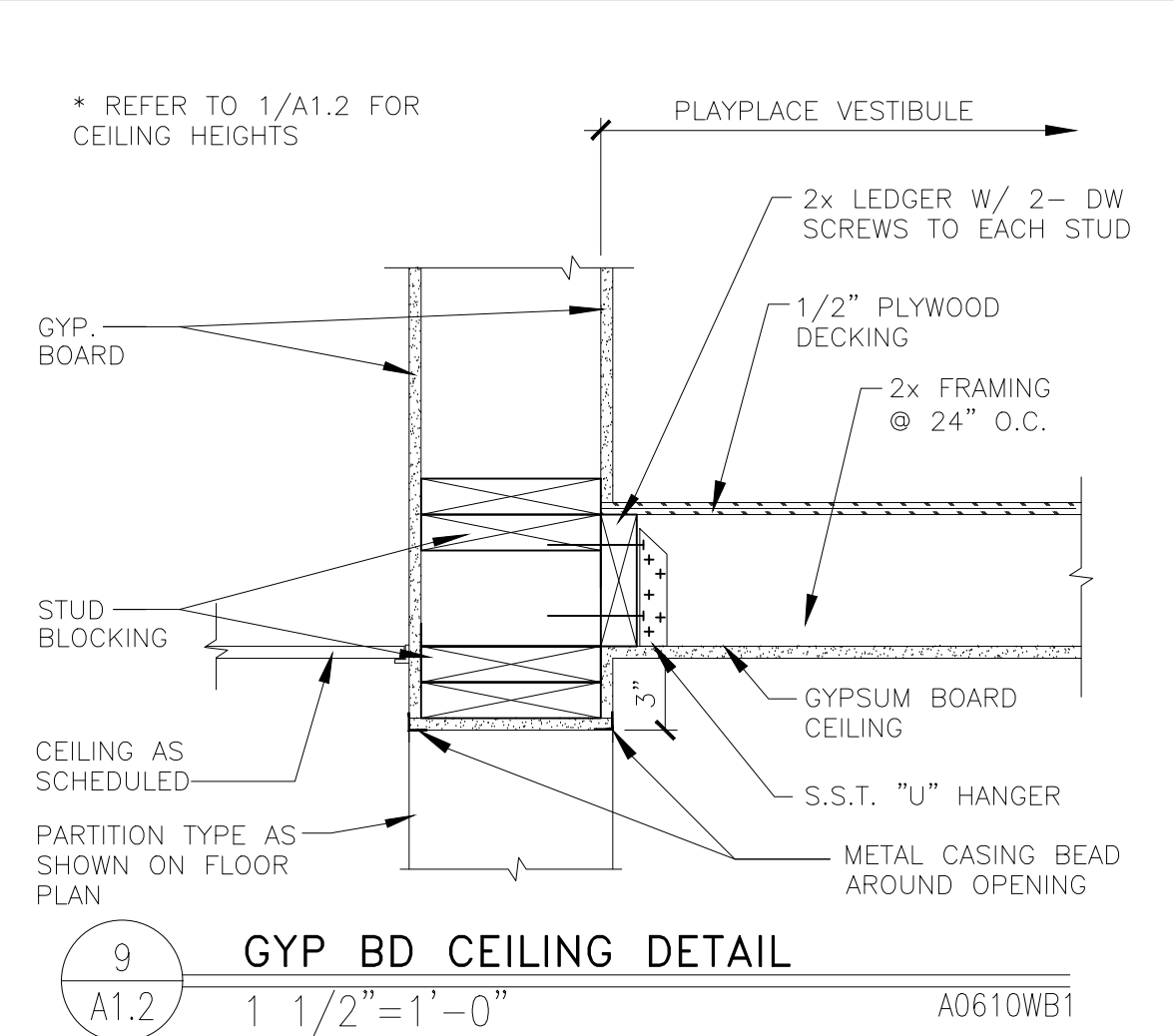
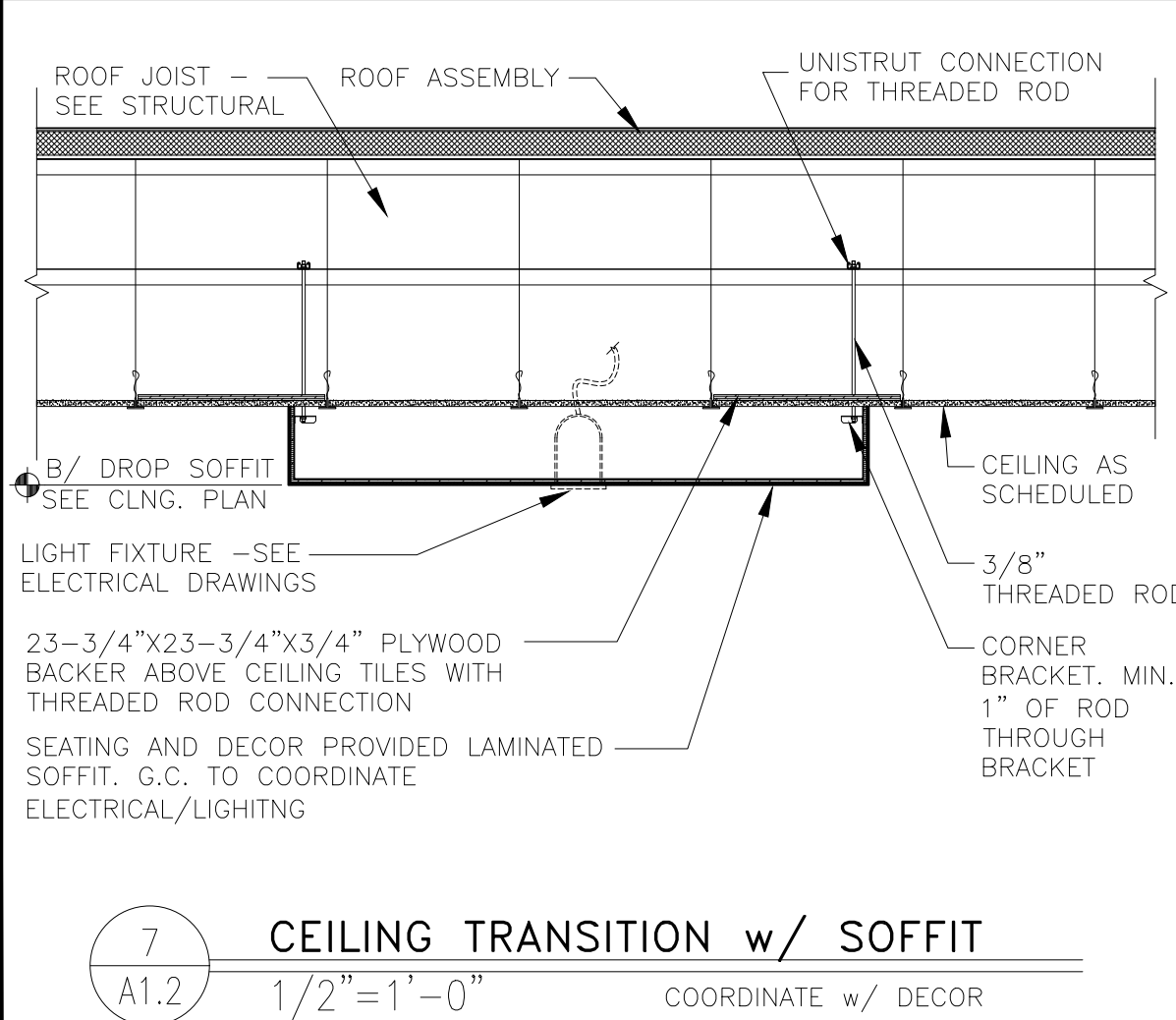
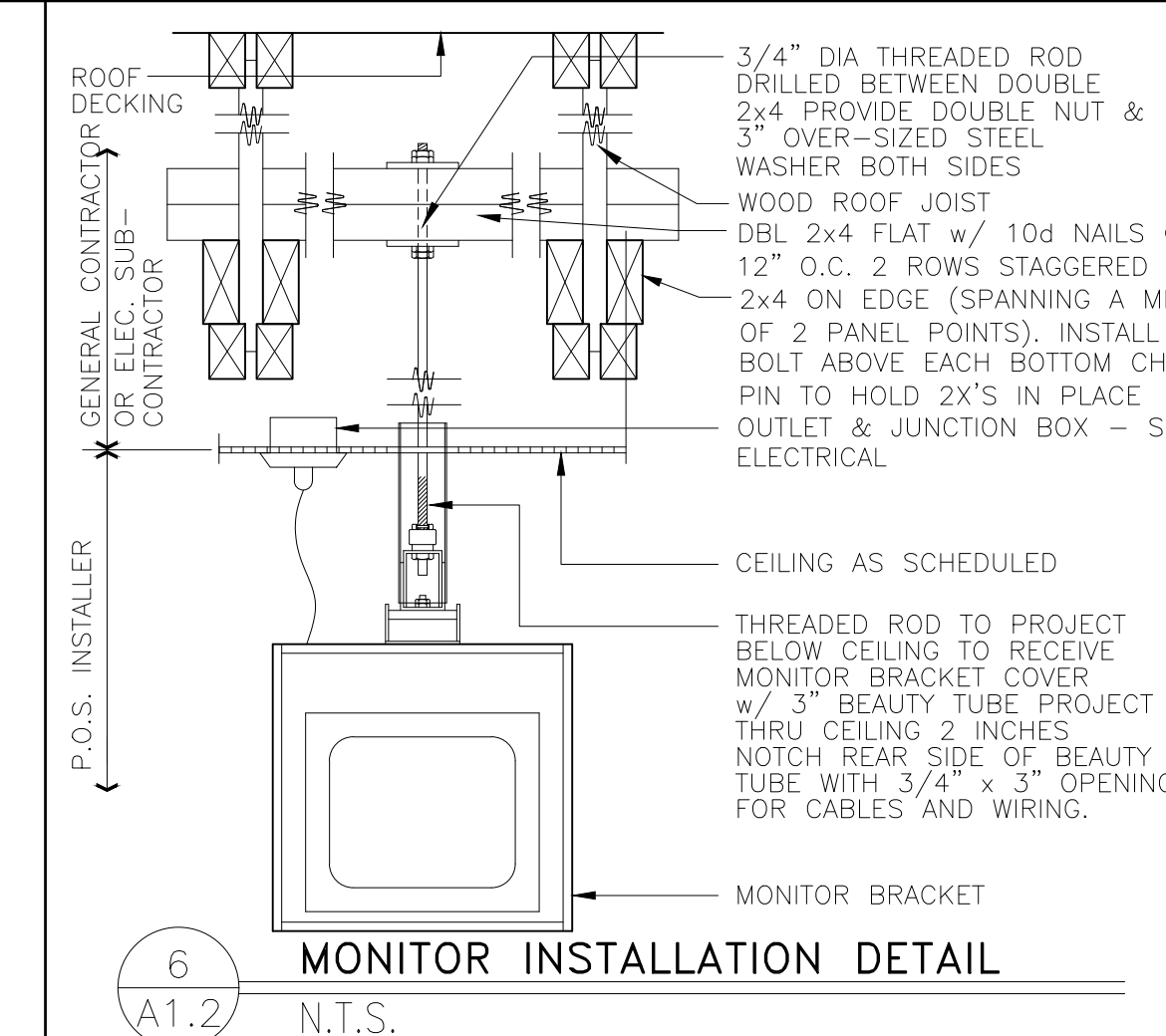
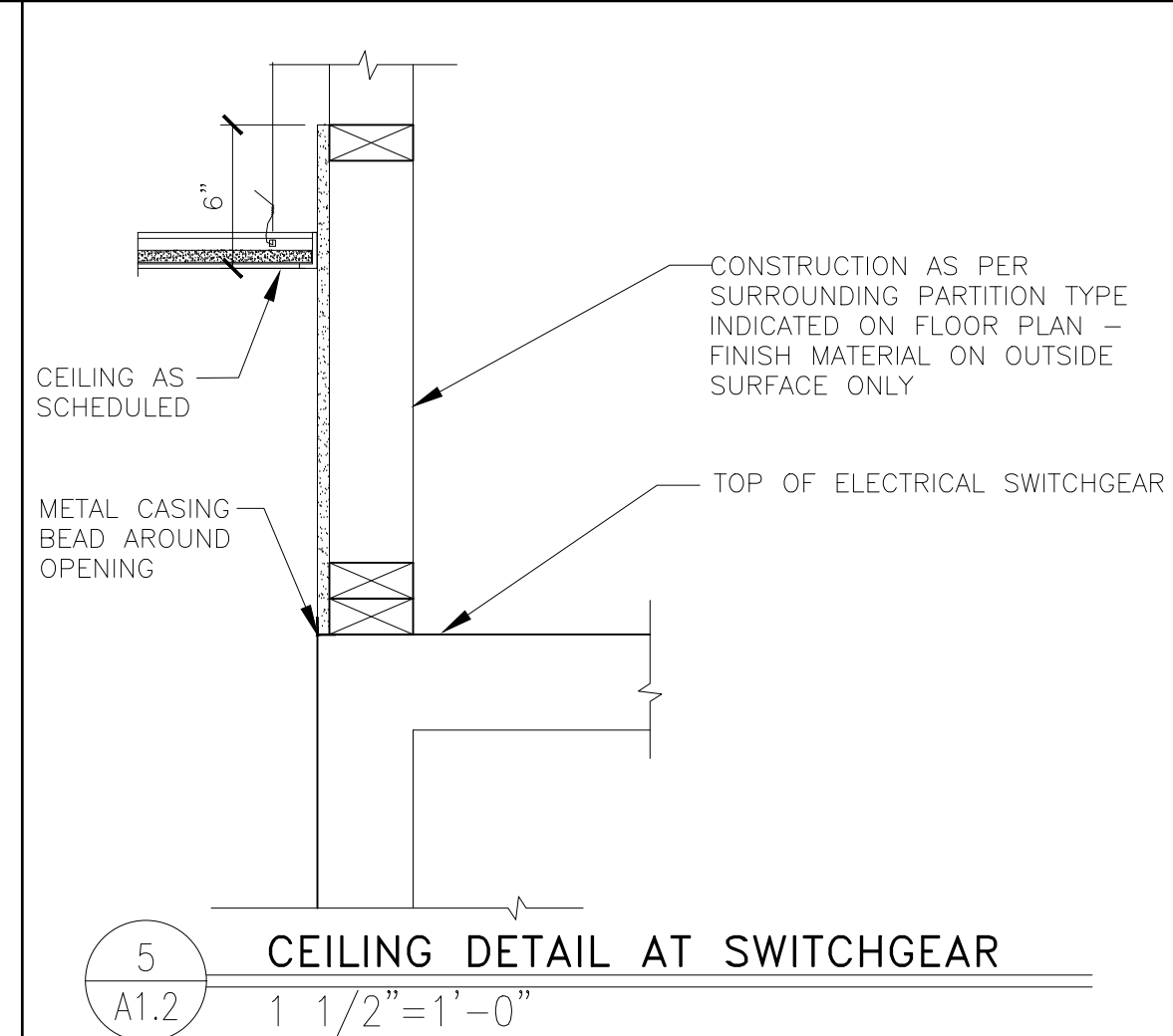
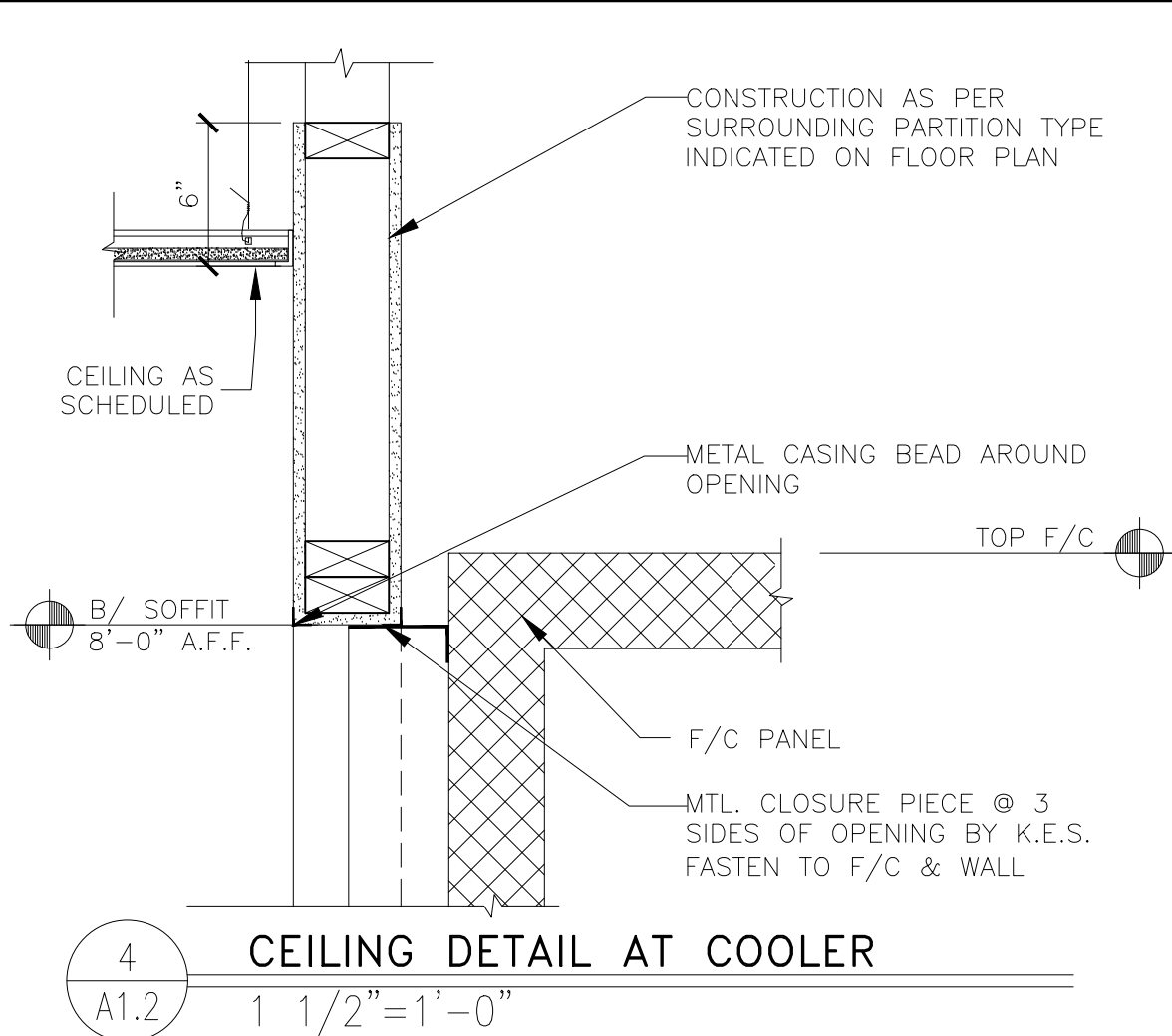
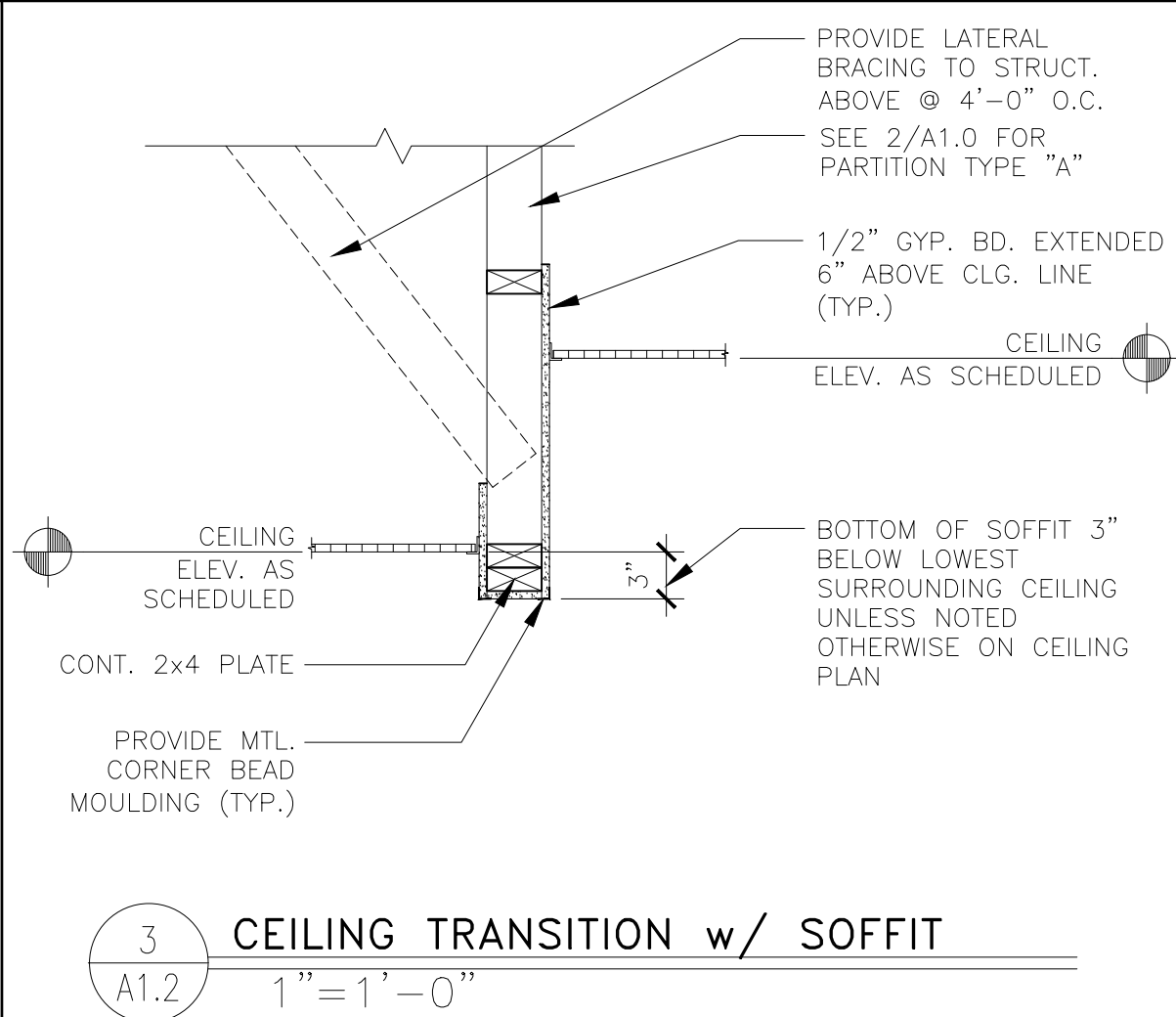
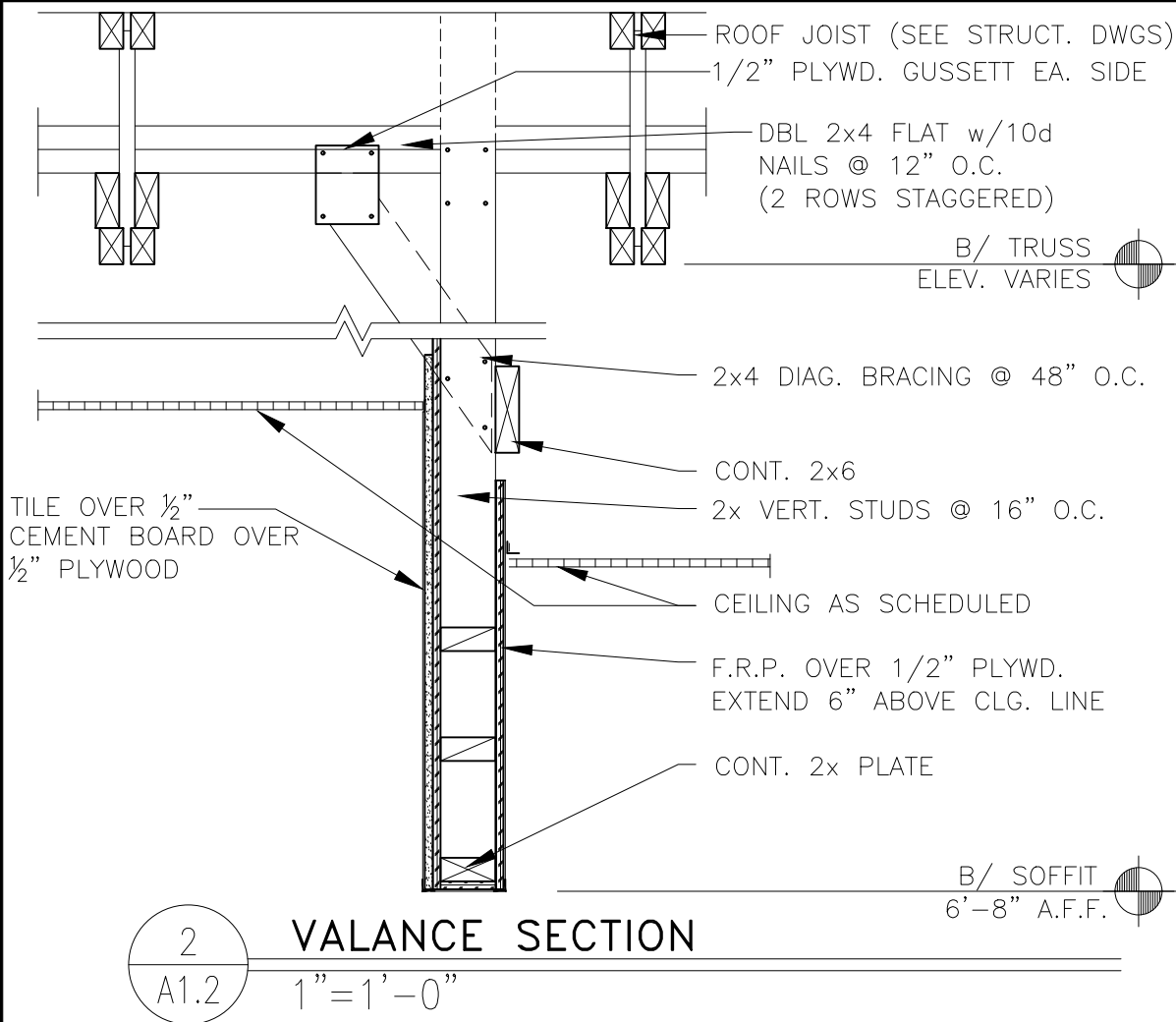
1
A1.1 PARTIAL FLOOR PLAN
1/4"=1'-0"
(SEE PARTIAL PLAN 1/A1.0 FOR CONTINUATION OF FLOOR PLAN)

SHEET NO.	TITLE	DRAWN BY LB/CB	PREPARED FOR: McDonald's USA, LLC	© 2019 McDonald's USA, LLC	Seal	Professional of Record:  Architectural Solutions Group 2455 Bennett Valley Rd. Suite A-102 Santa Rosa, CA. 95404	REV	DATE	DESCRIPTION	BY
A1.1	FLOOR PLAN	MCDONALDS #7436	SEASIDE — CANYON DEL REY	DESCRIPTION REBUILD — BB20 WOOD BEARING WALLS AND WOOD ROOF FRAMING STUCCO/BATTEN/METAL PANEL FINISHES	REVIEWED BY RMF	DATE ISSUED 03/20/19	RMF	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955	SITE / ADDRESS	SITE / ADDRESS	004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955	02/21/19	ISSUED FOR CLIENT REVIEW	RMF		



- # KEY NOTES
- | | |
|-------|---|
| ACT | ACOUSTICAL CEILING TILE – VERIFY FINISHES WITH DECOR COMPANY |
| A | |
| ACT | ACOUSTICAL CEILING TILE – VINYL FACED |
| AV | COLOR: WHITE – SEE ROOM FINISH SCHEDULE |
| ACT | ACOUSTICAL CEILING TILE: USC 24"x24" PREMIER HI-LITE CLIMAPLUS |
| B | KAPOK PANELS. UNPERFORATED |
| | COLOR: FLAT BLACK 205 |
| | GRID: USC 15/16" DX/DXL COLOR: BLACK |
| ACT | ACOUSTICAL CEILING TILE: VINYL FACED USC 24"x24" PREMIER HI-LITE |
| BV | CLIMAPLUS KAPOK PANELS. UNPERFORATED |
| | COLOR: FLAT BLACK 205 |
| | GRID: USC 15/16" DX/DXL COLOR: BLACK |
| BM | BREAK METAL SOFFIT – SEE WALL SECTIONS FOR CONSTRUCTION AND FINISHES |
| C | ALUMINUM CANOPY WITH INTEGRAL GUTTER AND SCUPPER – SEE 4/A5.0 FOR NOTES – SEE ROOF PLAN FOR DIMENSIONS – SEE ELEVATION FOR COLOR AND FASCIA LOCATIONS |
| CT | WALL TILE: EUROWEST – LANDSTONE COLLECTION |
| A | COLOR: COAL. SIZE 4"x12", PATTERN: STACK BOND |
| | GROUT: MAPEI 47 CHARCOAL – JOINT TO BE $\frac{3}{16}$ " MAX. |
| | COORDINATE WITH THE McDONALD'S AREA CONSTRUCTION MANAGER |
| DC | SUSPENDED DECORATIVE CEILING TREATMENT – SEE DECOR DRAWINGS FOR ADDITIONAL INFORMATION |
| DS | DROPPED SOFFIT |
| DC-WH | BOTTOM TO ALIGN WITH GYP BD AT EXTERIOR WINDOW HEAD |
| | — MAY BE REPLACED BY ELEMENT BY DECOR SUPPLIER – CONFIRM WITH AREA CONSTRUCTION MANAGER |
| ES | EXPOSED STRUCTURE ABOVE – UNDERSIDE OF DECK AND JOISTS TO TINTED "BRIGHT WHITE", ALL EXPOSED ENDS OF ROOFING FASTENERS TO BE CLIPPED ACOUSTICAL CEILING PANELS TO BE MOUNTED ON UNDERSIDE OF ROOF DROPPING CENTER PANELS BETWEEN BOWSTRAIN TRUSSES, EVENLY SPACED, COORDINATE AND AVOID LIGHT FIXTURE POSITIONING |
| MB | MENU BOARD WITH BEZELS BY OTHERS UNDER SEPARATE PERMIT – SEE ELEC PLANS |
| MT | CEILING MOUNTED MONITOR: A) VERIFY MONITOR LOCATIONS WITH McDONALD'S PROJECT MANAGER PRIOR TO INSTALLATION. B) SEE DETAIL 6/A1.2 FOR INSTALLATION METHOD |
| RL | ROOF LADDER OPENING |
| SC | INTEGRAL GUTTER SCUPPER |

1. SEE SHT A6.0 FOR CEILING FINISHES.
2. SEE SHT A1.0 FOR MENU BOARD DROPPED SOFFIT LOCATION DIMENSIONS
3. GENERAL CONTRACTOR SHALL COORDINATE HVAC DIFFUSER LOCATION WITH DECOR & MECHANICAL PLANS AND REPORT ANY DISCREPANCIES TO ARCHITECT.
4. REFERENCE MECHANICAL AND ELECTRICAL DRAWINGS FOR DIFFUSER AND LIGHTING INFORMATION.
5. PROVIDE USG V15 CEILING TILE RETENTION CLIPS IN ALL VESTIBULE AREAS



REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REVW	RMF

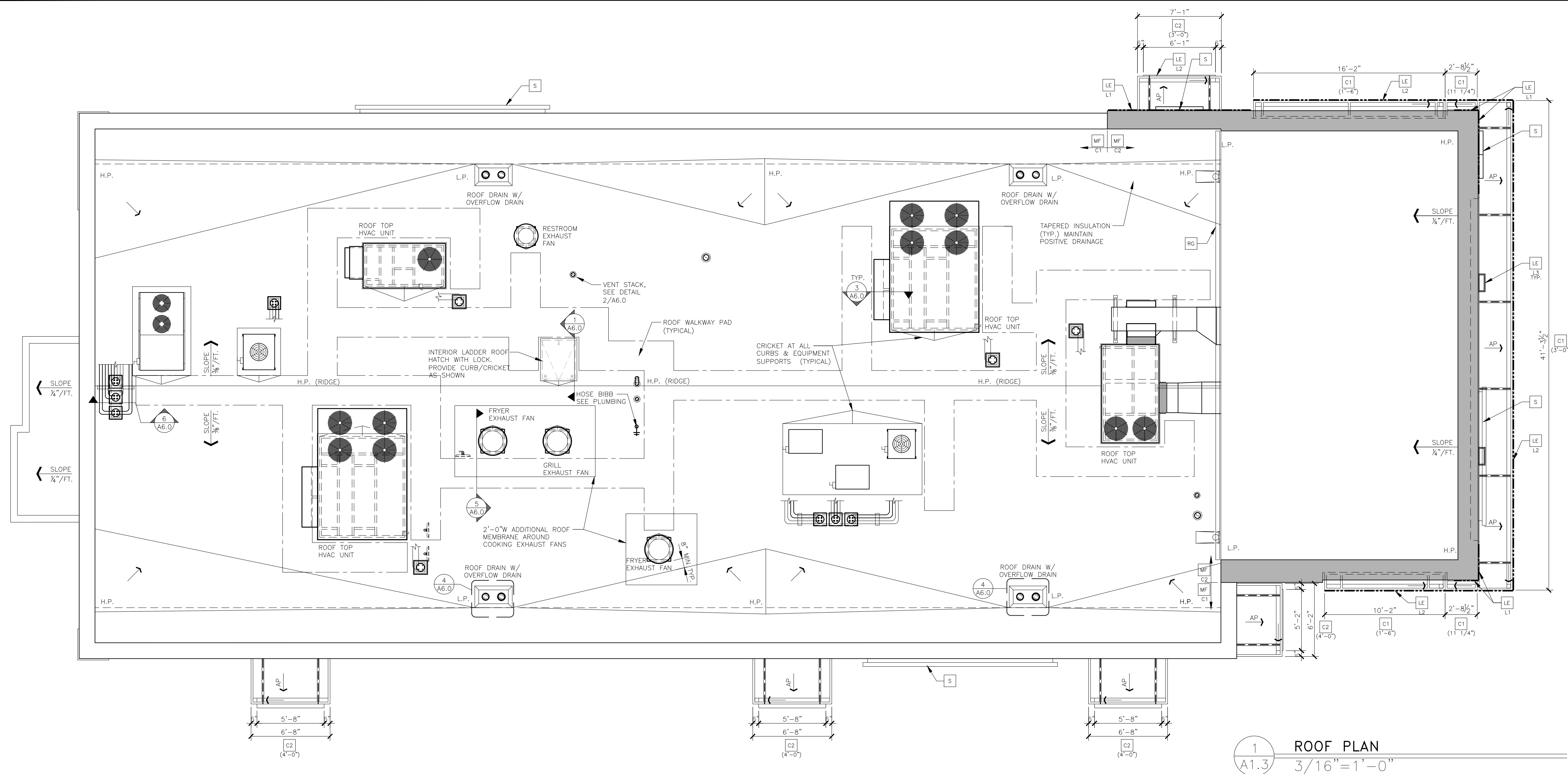
Professional of Record



Sea

© 2019 McDonald's USA, LLC

SHEET NO.	TITLE	DATE	BY
A1.2	McDONALDS #7436	03/20/19	LB/CB
	SEASIDE — CANYON DEL REY	03/20/19	SEB/ISSUE DATE
	DESCRIPTION	REVIEWED BY	
	REBUILD — BR20	RMT	
	WOOD BEARING WALLS AND WOOD ROOF FRAMING	DATE ISSUED	03/20/19
	SITE ADDRESS		
	SITE #		
	004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955	



LEGEND

L.P. LOW POINT

H.P.	HIGH POINT
------	------------

← DIRECTION OF DRAINAGE

←^{AP} TRELLIS SYSTEM WITH ALUMINUM INFILL PANELS.
SLOPE TO EDGE @1/4"PER FT.

KEY NOTES

c1 ALUMINUM CANOPY SYSTEM W/ FASCIA (COLOR: SEE ELEVATIONS)

C2 ALUMINUM CANOPY SYSTEM (COLOR: SEE ELEVATIONS)

LE ACCENT LIGHTING - SEE ELEVATIONS & ELECTRICAL

```
L1 = SLIM
L2 = INTER
```

L2 = INTEGRAL CANOPY FIXTURE
L3 = UP ONLY FLOOD FIXTURE

 METAL FASCIA

C1-COLOR:
C1 = WEATHER

C2 = MATCH BM-2134-30 IRON MOUNTAIN BY BENJAMIN MOORE

RG CONTINUOUS RAIN GUTTERS AT RAISED ROOF. SLOPE TOWARDS AND DRAIN ONTO FLAT ROOF SLASH BLOCKS

SEE SECTIONS

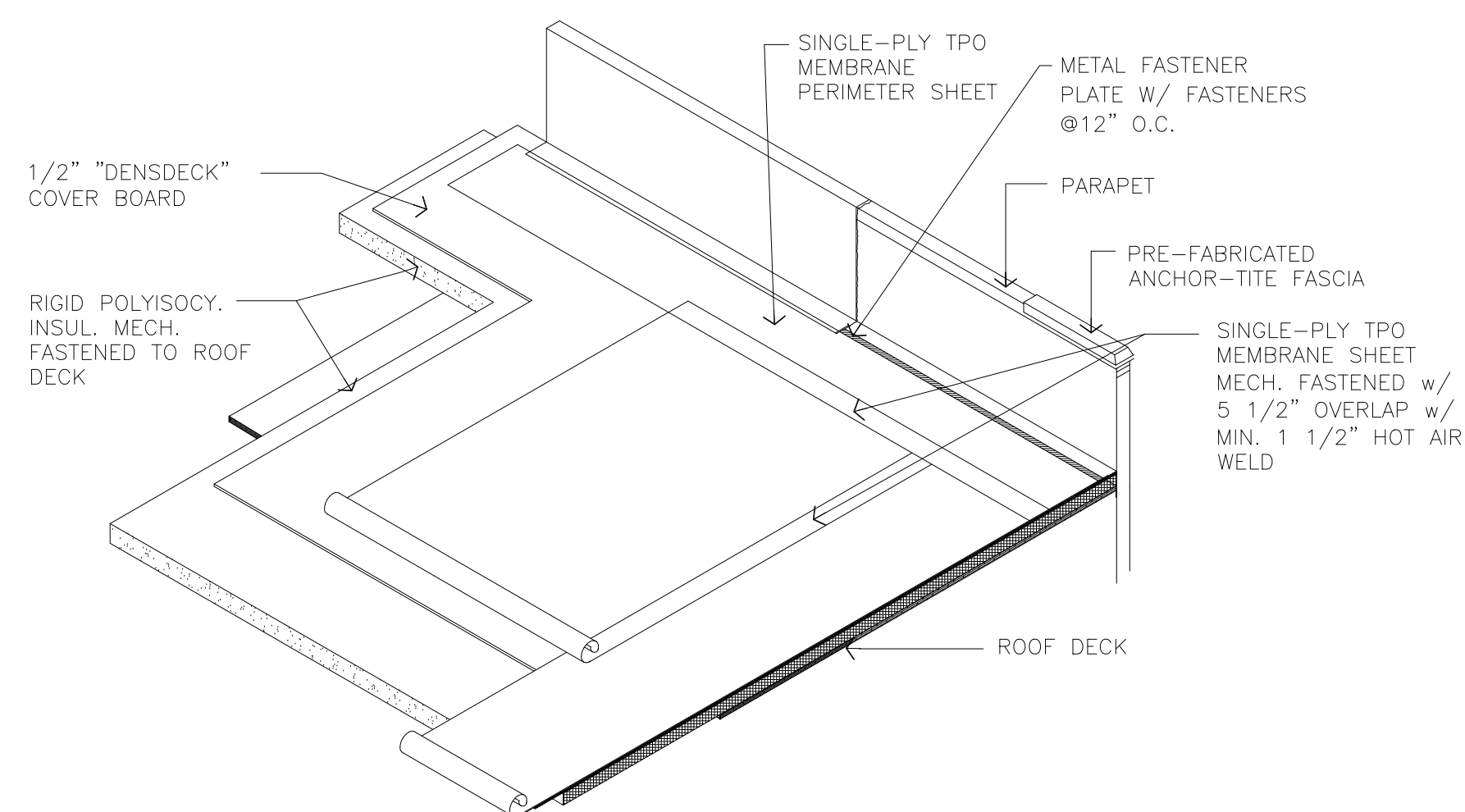
S McDONALD'S SIGNAGE BY OTHERS UNDER SEPARATE PERMIT
(SEE ELEVATIONS)

ROOFING NOTES

1. SINGLE-PLY ROOFING SYSTEM WITH BASE FLASHING SHEET EXTENDING UP PARAPET AND TERMINATED UNDER COPING HOT WELDED TO SEALING STRIP SECURED TO WOOD BLOCKING
2. INSTALLATION OF ROOFING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND PER DETAIL 2 OF THIS SHEET.
3. PROVIDE PREFABRICATED METAL CURBS. COORDINATE SIZE, LOCATION AND INSTALLATION REQUIREMENTS W/ M, E, P & S SHEETS. PROVIDE SHIMS TO LEVEL CURB AREAS WHERE ROOF DECK IS PITCHED.
4. FOR EXACT LOCATION OF EXHAUST FANS, HVAC UNITS, AND ROOF HATCH. REFER TO STRUCTURAL DRAWINGS.
5. CRICKETS MUST BE INSTALLED AT ALL ROOF CURBS & EQUIPMENT PLATFORMS BY GENERAL CONTRACTOR.

ROOFING SYSTEM

1. MANUFACTURERS AND PRODUCTS:
A. JOHNS MANVILLE
JM-TPO
NO SUBSTITUTIONS ALLOWED
2. SPECIFIED ROOFING SYSTEMS (AS SHOWN):
HEAT-WELDABLE SINGLE-PLY 60 MIL TPO ROOFING SYSTEM, INSTALLED OVER RIGID INSULATION ON WOOD ROOF DECK PROVIDING A SLOPE OF 3/8"/FT. MATERIALS SHALL BE AS FOLLOWS:
A. TPO ROOFING SYSTEM AS MANUFACTURED BY MANUFACTOR LISTED ABOVE TO COMPLY WITH ASTM E 108 OR UL 790, ASTM D-6878, AND FMG I-90 FOR WIND UPLIFT.
B. FASTENERS: METAL FASTENERS AND PLATES AS PER MANUFACTURER.
C. ACCESSORIES: PRE-FABRICATED CURBS, FLASHING, CORNERS, TERMINATION BARS, PIPE FLASHING, VENT FLASHING ETC. AS PER MANUFACTURER.
3. WALKWAYS:
A. 30" WIDE WALKWAY ROLL, HOT AIR WELDED TO MEMBRANE.
B. PROVIDE WALKWAY FROM ROOF LADDER EXIT TO ALL ROOF TOP EQUIPMENT AS PER ROOF PLAN ABOVE.
C. INSTALL WALKWAY ACCORDING TO WALKWAY PAD MANUFACTURER'S WRITTEN INSTRUCTION.
4. RIGID INSULATION:
PROVIDE REQUIRED LAYERS OF POLYISOCYANURATE INSULATION W/ 1/2" "DENSDECK" COVER BOARD TO MEET A MINIMUM CONTINUOUS **R-30** VALUE - THICKNESS AS REQUIRED, PROVIDE POSITIVE SLOPE TO ALL ROOF DRAINS. SEE ROOF PLAN, PROVIDE TOP LAYER PROTECTION MATERIAL AS PER MANUFACTURERS RECOMMENDATIONS. BOTTOM LAYER OF INSULATION TO HAVE INTEGRAL THERMAL BARRIER OR APPROVED ROOFING MANUFACTURER'S THERMAL UNDERLAYMENT SHEET. ASSEMBLY SHALL COMPLY WITH UL 1256 OR FMG 4450 AND ASTM C 1289, TYPE I OR II.
5. TAPERED INSULATION:
PROVIDE TAPERED INSULATION AS REQUIRED FOR POSITIVE DRAINAGE TO ROOF DRAINS AS INDICATED PER ROOF PLAN ABOVE. 1/4" PER FOOT MIN. REQUIRED.
6. EXHAUST FANS:
PROVIDE ADDITIONAL LAYER OF ROOF MEMBRANE AROUND EXHAUST FANS AS INDICATED PER ROOF PLAN ABOVE.

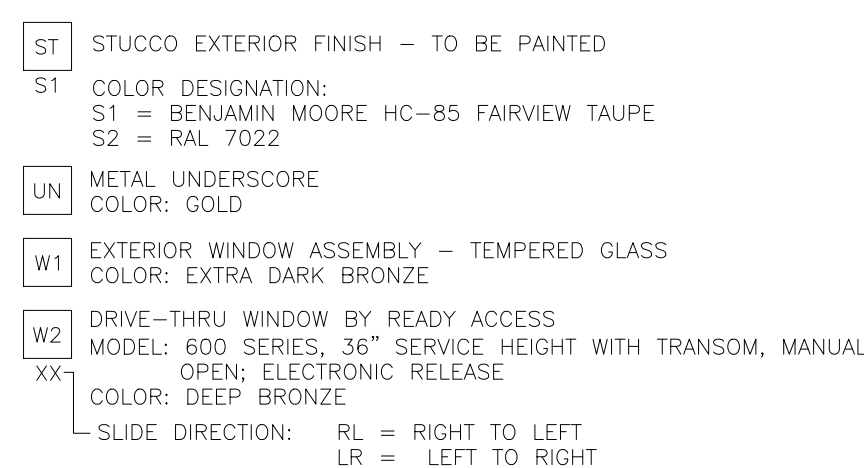
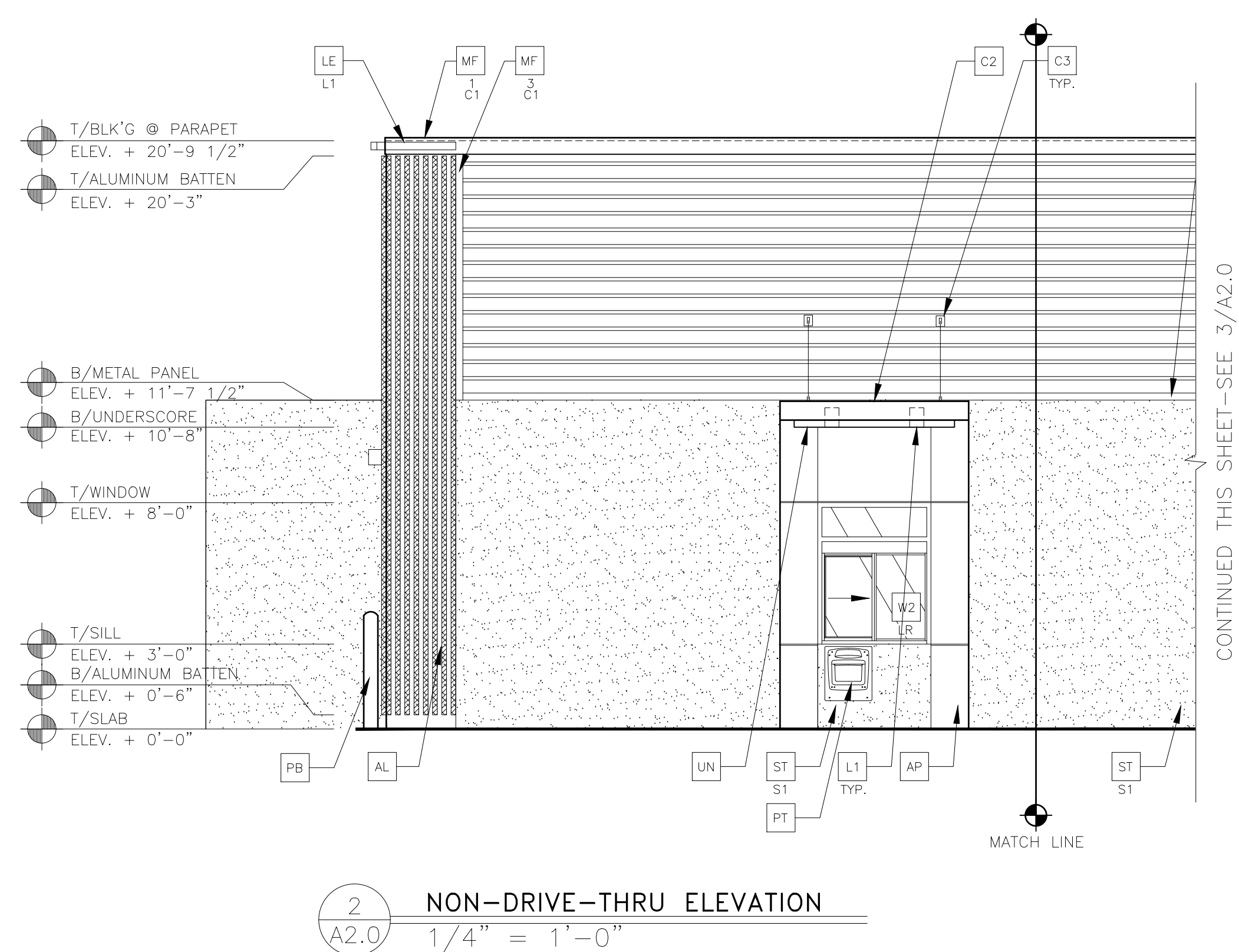


ROOFING SYSTEM

N.T.S.

DETAIL NOT USED

SHEET NO.	TITLE		DRAWN BY STD LB/CB	© 2019 McDonald's USA, LLC	Seal	 Professional of Record: 2455 Bennett Valley Rd. Suite A-102 Santa Rosa, CA. 95404	REV	DATE	DESCRIPTION	BY
	A1.3 ROOF PLAN									
	McDONALDS #7436									
	SEASIDE - CANYON DEL REY									
	DESCRIPTION		REVIEWED BY							
	REBUILD - BR20		RMF							
	WOOD BEARING WALLS AND WOOD ROOF FRAMING		DATE ISSUED							
	STUCCO/BRATEN/METAL PANEL FINISHES		03/20/19							
	SITE ID	SITE ADDRESS								
	004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955								



Professional of Record:

**PM
DESIGN**

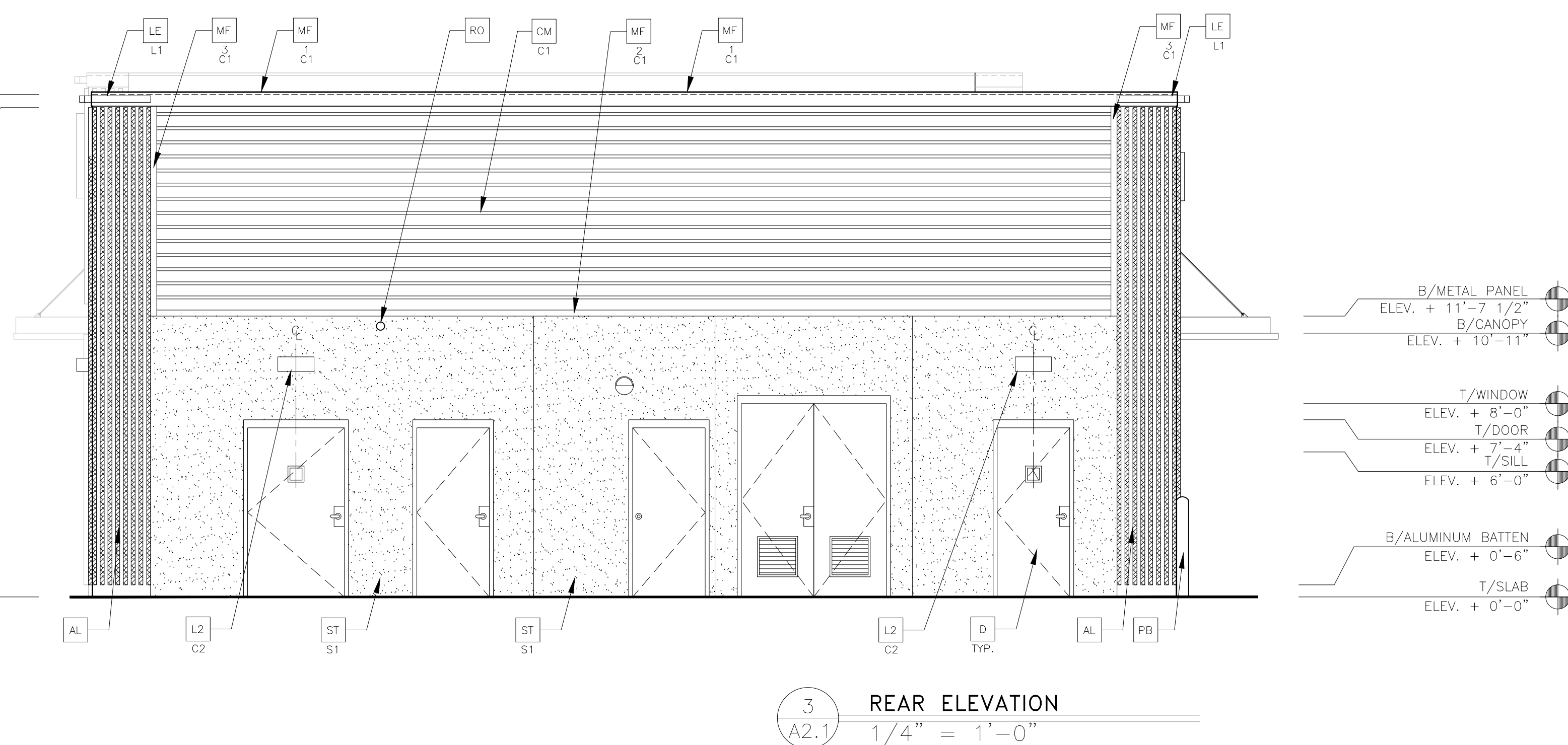
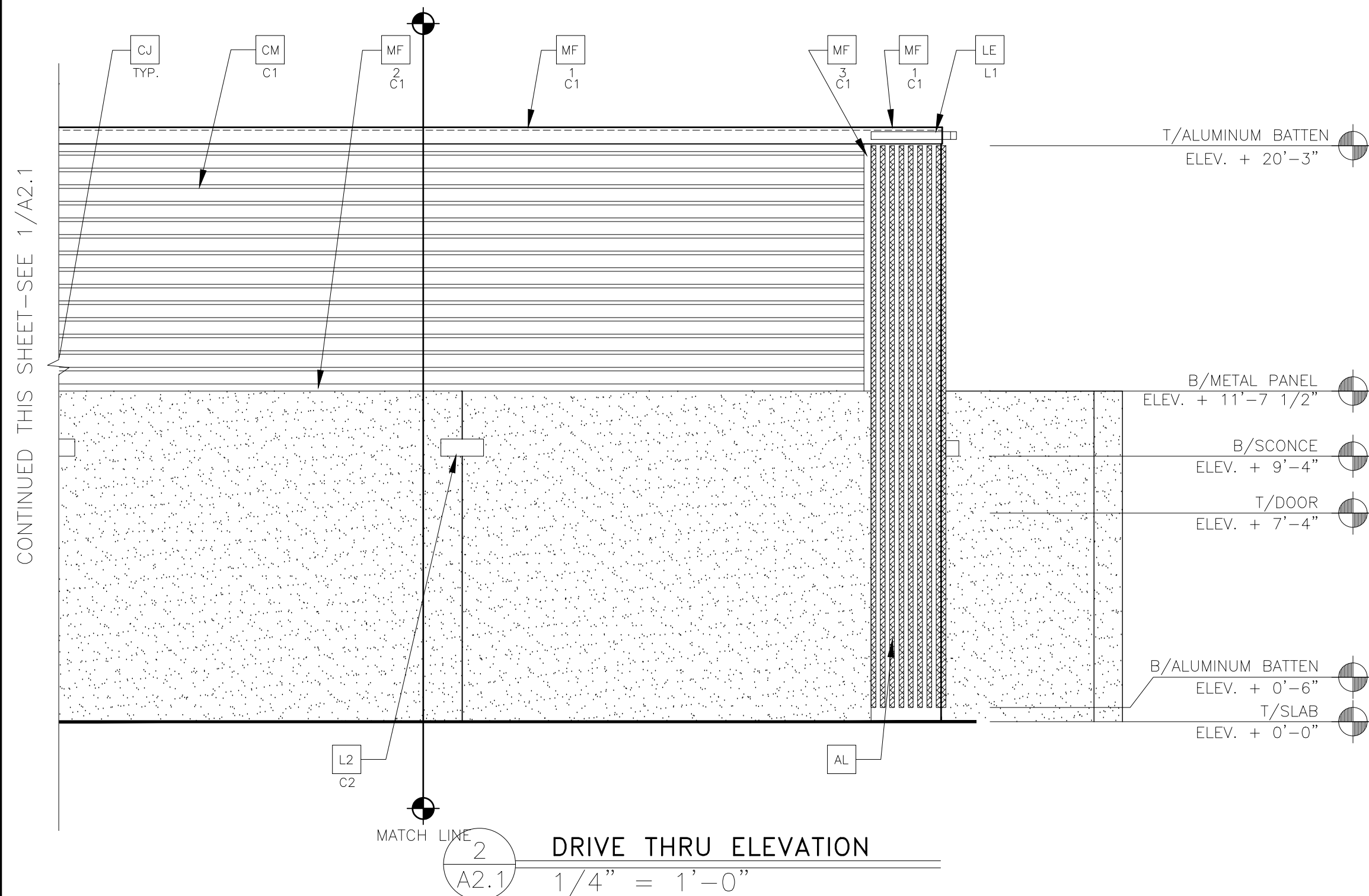
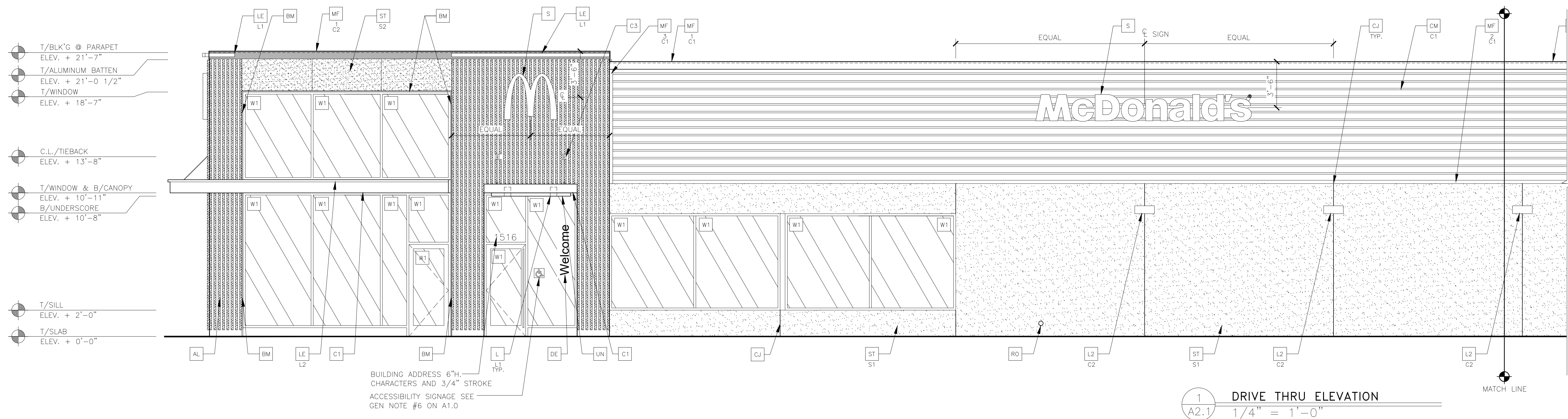
**Architectural
Solutions Group**

2455 Bennett Valley Rd.
Suite A-102
Santa Rosa, CA. 95404

PREPARED FOR: © 2019 McDonald's USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared or based on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later date. Use of these drawings for reference or example on another project requires the services of properly licensed architects and engineers. Reproduction of contract documents for reuse on another project is not authorized.

SHEET NO.	TITLE	DRAWN BY	US / CB
A2.0	McDONALDS #7436		
	SEASIDE — CANYON DEL REY		
	DESCRIPTION		
	REFUBUILD — BR20		
	WOOD BEARING WALLS AND WOOD ROOF FRAMING		
	STUCCO/BRICK/NETAL PANEL FINISHES		
	SITE ADDRESS		
	SITE NO.	DATE ISSUED	03/20/19
	004-1284	1516 CANYON DEL REY, SEASIDE, CA 93955	



KEY NOTES:

- | | | | |
|----|---|----|---|
| AL | ALUMINUM BATTEN SYSTEM
MFR: 8+N INDUSTRIES
SIZE: 2"x2" PROFILE
COLOR: WOOD GRAIN, BACKRILL UNFINISHED, ENDCAP PAINTED TO MATCH
SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, 5B,
GROUP 1, HDO BOTH FACES, APA TRADEMARKED.
COURSE GRIT SAND SURFACES PRIOR TO PRIMING, PRIME AND PAINT BOTH
SIDES AND ALL EDGES.
SUBSTRATE COLOR: RAL 7022 | C2 | ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022 |
| | | C3 | ALUMINUM CANOPY TIEBACK
COLOR: RAL 7022
GC TO PROVIDE CONTINUOUS BLOCKING ON WALL BEHIND TIEBACKS |
| | | C4 | CONTROL JOINT
1-TYPE: 1 = STUCCO |
| AP | ALPOLIC METAL PANEL (COLOR: CNC CHARCOAL) | CM | 7" REVEAL METAL WALL PANEL SYSTEM BY METAL ERA
C1-COLOR:
C1 = WEATHERED ZINC |
| BM | BREAK METAL PANEL
COLOR: GOLD PANTONE 123C | | |
| C1 | ALUMINUM CANOPY SYSTEM W/FASCIA
COLOR: WHITE | D | HOLLOW METAL DOOR
PAINT: BENJAMIN MOORE HC-85 FAIRVIEW TAUPE |

- | | |
|-----|--|
| DE | DECAL BY GRAPHICS SUPPLIER
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.
SUPPLIERS:
VOMELA (865) 330-7337, ann.bowen@vomela.com
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com |
| FB | |
| CO2 | CO2 = BULK CO FILL BOX (EOPM SCHEDULE ITEM 49.00)
BO = BULK OIL FILL BOX (EOPM SCHEDULE ITEM 700.18) |
| GR | GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
PANT: RAL 7022 |
| L1 | RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL
COLOR: GOLD |
| L2 | RADIAL SCENCE LIGHT FIXTURE - SEE ELECTRICAL |
| C1 | COLOR:
C1= WHITE
C2= PLATINUM SILVER |

- LE ACCENT LIGHTING - SEE ELECTRICAL
- L1 - LED LIGHT;
L1 = SLIM LED (DOWN ONLY)
L2 = INTEGRAL CABLE FIXTURE
L3 = UP ONLY FLOOD FIXTURE
- MF METAL FASCIA
- C1 TYPE:
1 = PRE-FAB ANCHOR-TITE FASCIA
2 = BOTTOM TRIM AT METAL REVEAL PANEL
3 = VERTICAL TRIM AT METAL REVEAL PANEL CORNERS, CLOSURES
- COLOR:
C1= WEATHERED ZINC
C2= RAL 7022

- | | |
|----|--|
| PB | PIPE BOLLARD - PAINTED YELLOW |
| PT | (RMHC) COIN COLLECTOR
MODEL: #WPT STD
CALL 1-888-743-7435 TO ORDER |
| RG | CONTINUOUS RAIN GUTTER AT PLAYPLACE ROOF
COLOR: WEATHERED ZINC |
| RO | ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING M |
| S | MCDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT. |

- | | |
|----|---|
| ST | STUCCO EXTERIOR FINISH - TO BE PAINTED |
| S1 | COLOR DESIGNATION:
S1 = BENJAMIN MOORE HC-85 FAIRVIEW TAUPE
S2 = RAL 7022 |
| UN | METAL UNDERSCORE
COLOR: GOLD |
| W1 | EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS
COLOR: EXTRA DARK BRONZE |
| W2 | DRIVE-THRU WINDOW BY READY ASSEMBLY
MODEL: R20 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL
OPER. ELECTRONIC RELEASE |
| XX | COLOR: DEEP BRONZE

SLIDE DIRECTION: RL = LEFT TO LEFT
LR = LEFT TO RIGHT |

REV	DATE	DESCRIPTION	BY
	03/20/19	ISSUED FOR USE PERMIT REVIEW	RMF
	02/21/19	ISSUED FOR CLIENT REVIEW REVIEW	RMF

Professional of Record



**Architectural
Solutions Group**

2455 Bennett Valley Rd
Suite A-102
Santa Rosa, CA. 95404

Sea

© 2019 McDonald's USA, LLC

PREPARED FOR: **McDonald's USA, LLC** © 2019 McDonald's USA,

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the written approval of McDonald's USA, LLC. Any use of these drawings for contract documents for reuse on another project is unauthorized.

PREPARED FOR:

SHEET NO.	TITLE	DRAWN BY
A2.1	McDONALDS #7436	LB/CB
	SEASIDE — CANYON DEL REY	STD ISSUE DATE
	DESCRIPTION	03/20/19
	REBUILD — BR20	REVIEWED BY
	WOOD/GARTER WALLS AND WOOD ROOF FRAMING	RMF
	STUCCO/BALENT/METAL PANEL FINISHES	DATE ISSUED
	SITE ID	03/20/19
	SITE ADDRESS	
	1516 CANYON DEL REY, SEASIDE, CA 93955	
	004-1284	



MATERIAL LEGEND:



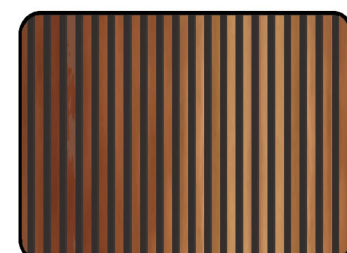
BENJAMIN MOORE
FAIRVIEW TUAPE
HC-85



RAL 7022



GOLD



ALUMINUM BATTEN SYSTEM
SUBSTRATE - RAL 7022



WEATHERED ZINC

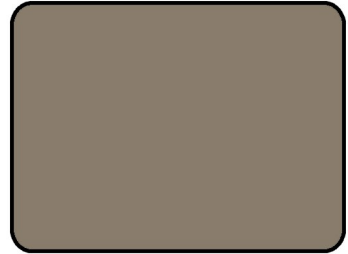


WHITE





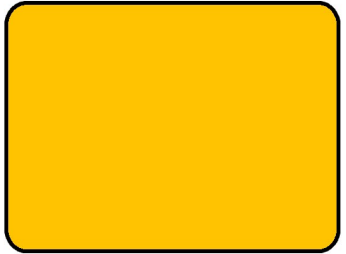
MATERIAL LEGEND:



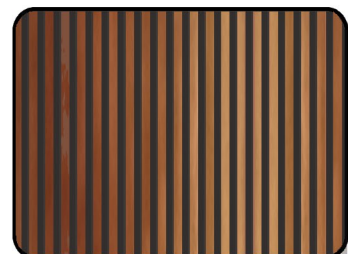
BENJAMIN MOORE
FAIRVIEW TUAPE
HC-85



RAL 7022



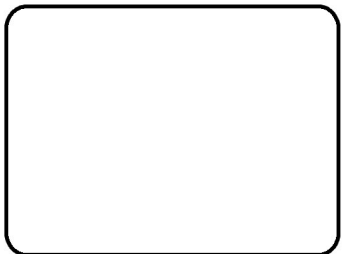
GOLD



ALUMINUM BATTEN SYSTEM
SUBSTRATE - RAL 7022



WEATHERED ZINC



WHITE

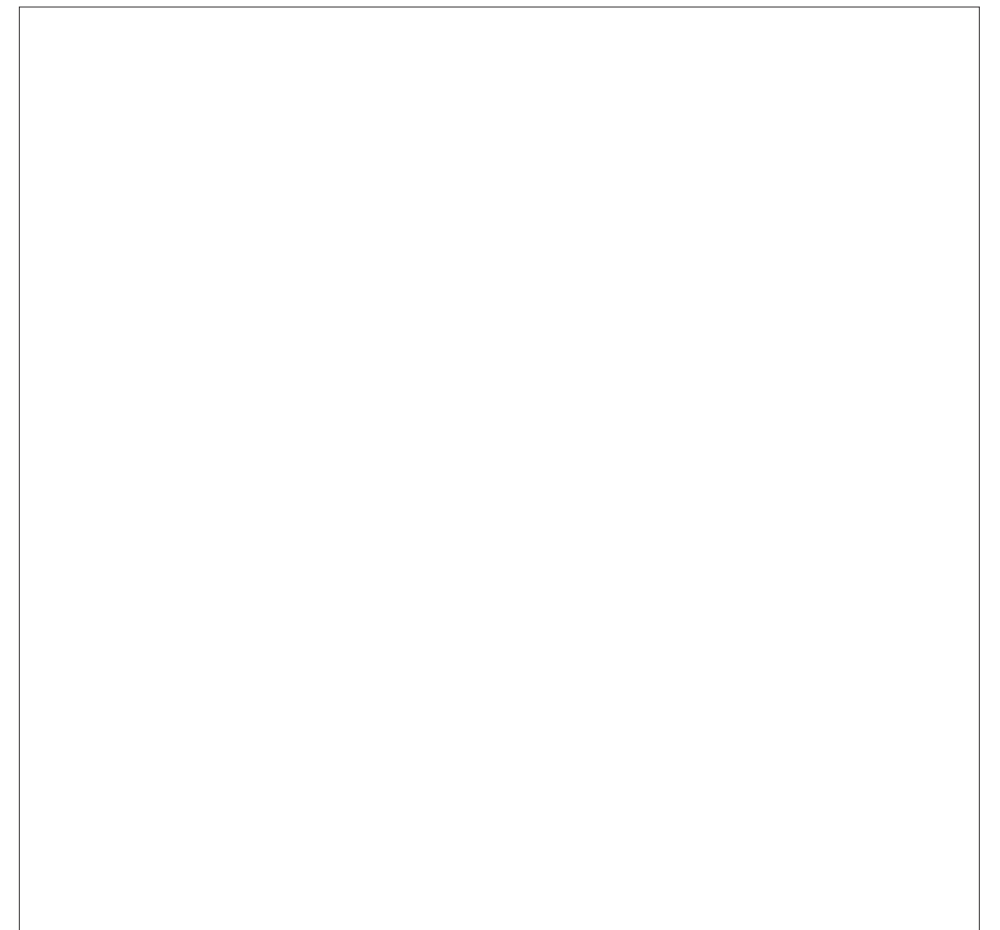




McDonald's

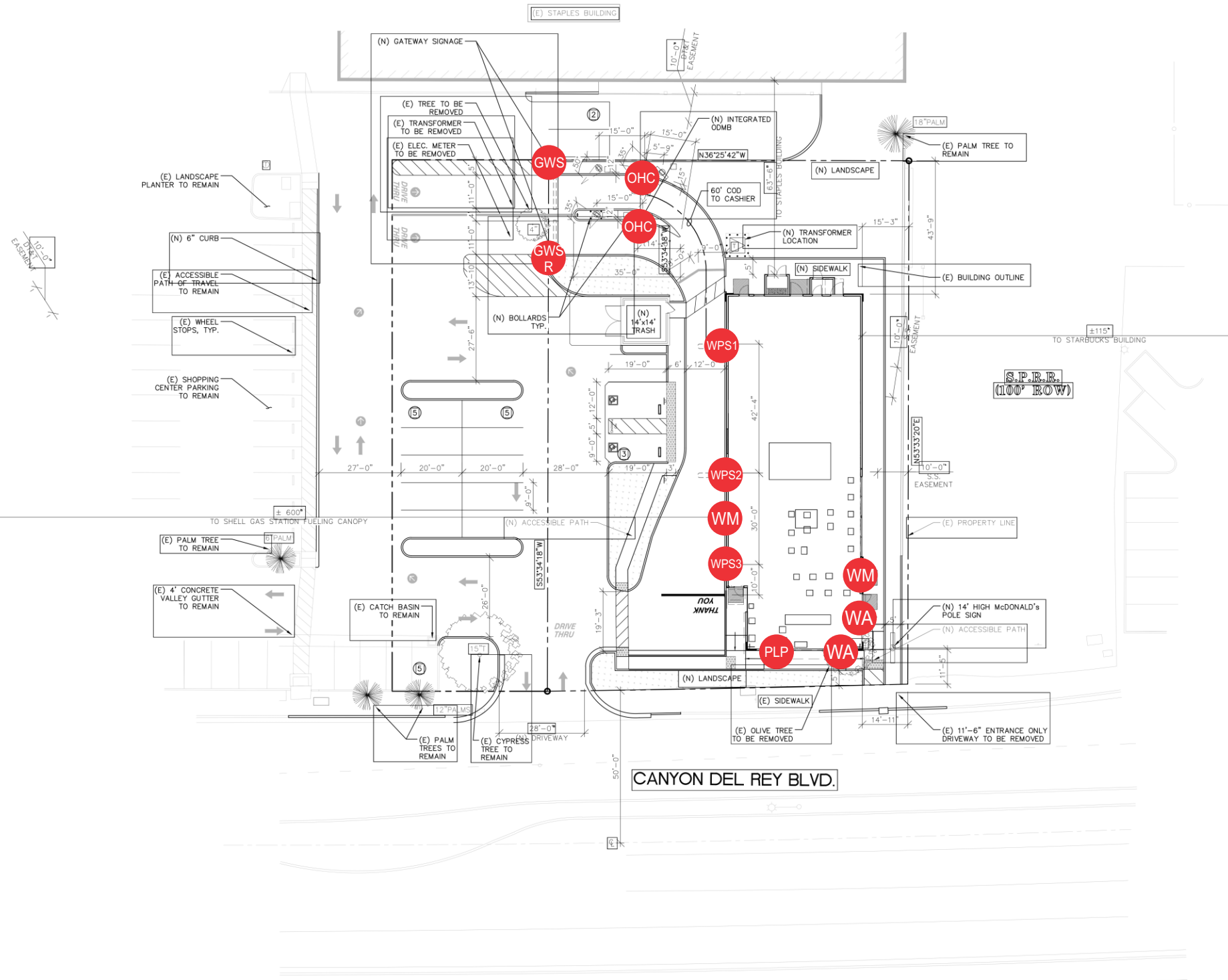
1516 CANYON DEL REY BLVD - SEASIDE, CA 93955

SIGN PROGRAM BOOK



VICINITY MAP
NTS

Customer: MCDONALD'S	Date: 5/1/19	Prepared By: AT	Eng: -	Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.	per^{sona} SIGNS LIGHTING IMAGE	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com
Location: SEASIDE, CA	File Name: 184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA					



- GWS SINGLE ARM GATEWAY
- GWS_R SINGLE ARM GATEWAY (REVERSE)
- OHC ORDER HERE CANOPY (QTY 2)
- WPS1 WINDOW POSITION SIGN 1
- WPS2 WINDOW POSITION SIGN 2
- WPS3 WINDOW POSITION SIGN 3
- PLP 22" PLAYPLACE LETTERS
- WA WALL ARCH
- WM 24" WORDMARK (QTY 2)

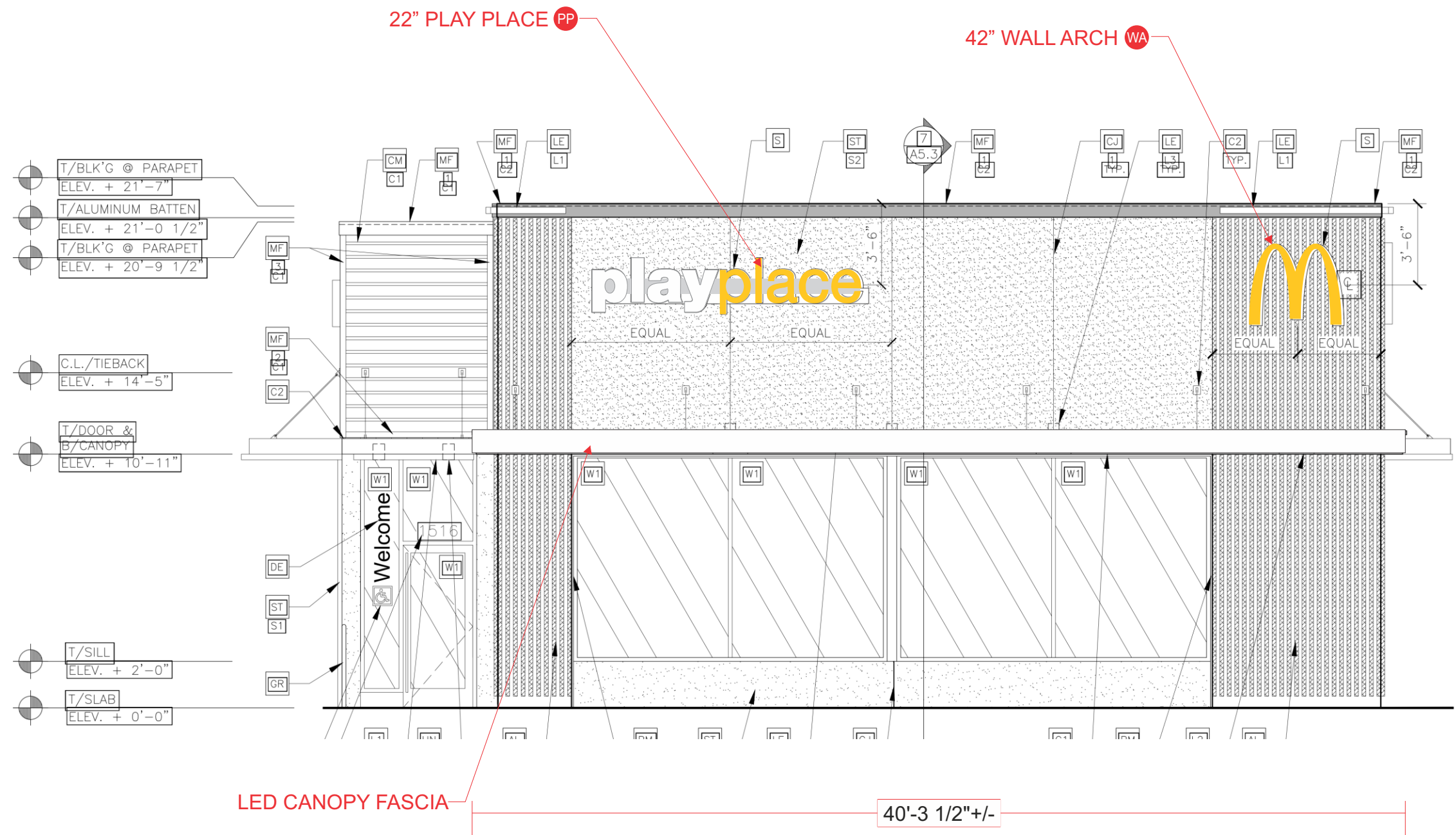
APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL _____ Date _____

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: MCDONALD'S	Date: 5/1/19	Prepared By: AT	Eng: -	Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.	persona SIGNS LIGHTING IMAGE	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com
Location: SEASIDE, CA	File Name: 184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA					

WEST (FRONT) ELEVATION
SCALE: 3/16" = 1'-0"

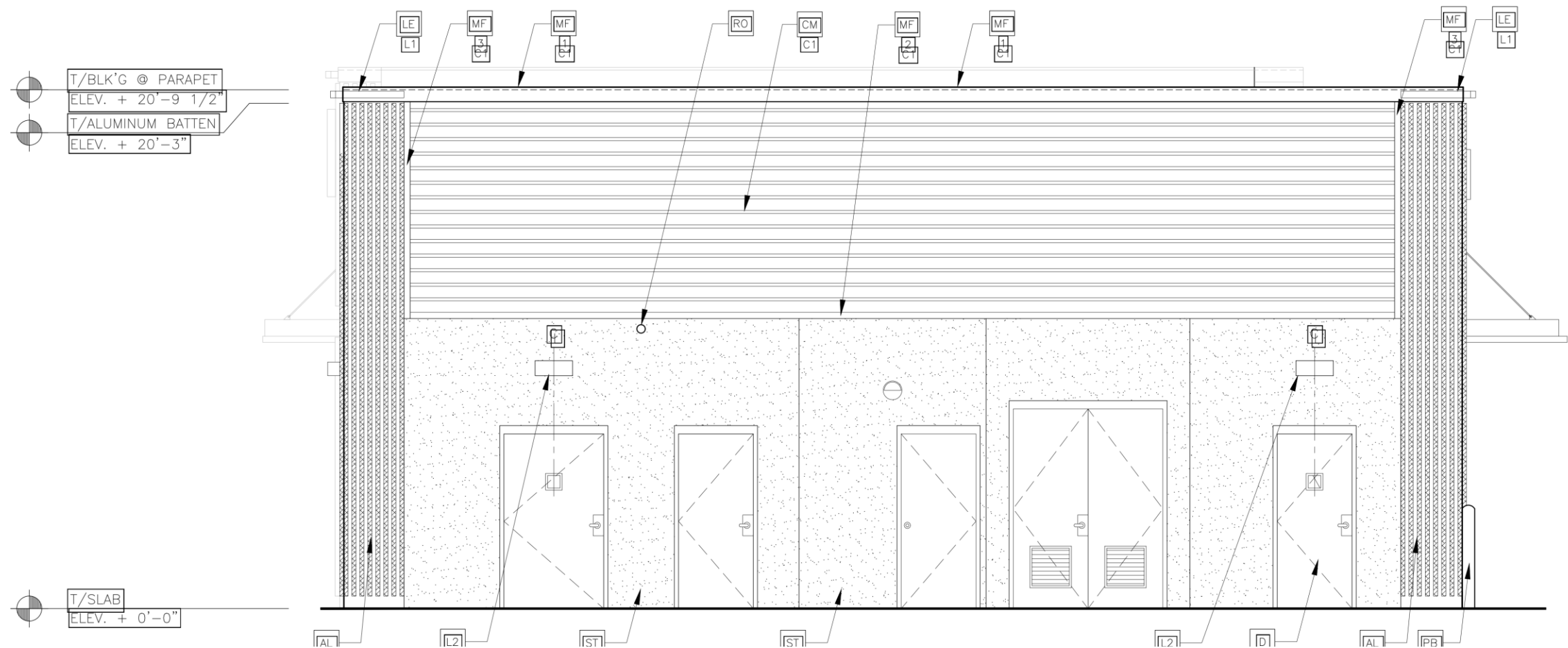


APPROVAL BOX - PLEASE INITIAL		
CUSTOMER APPROVAL		Date

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: MCDONALD'S	Date: 5/1/19	Prepared By: AT	Eng: -	Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.	 SIGNS LIGHTING IMAGE	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com
Location: SEASIDE, CA	File Name: 184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA					

EAST (REAR) ELEVATION
SCALE: 3/16" = 1'-0"



APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL

Date

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:
MCDONALD'S

Date:
5/1/19

Prepared By:
AT

Eng:
-

Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.

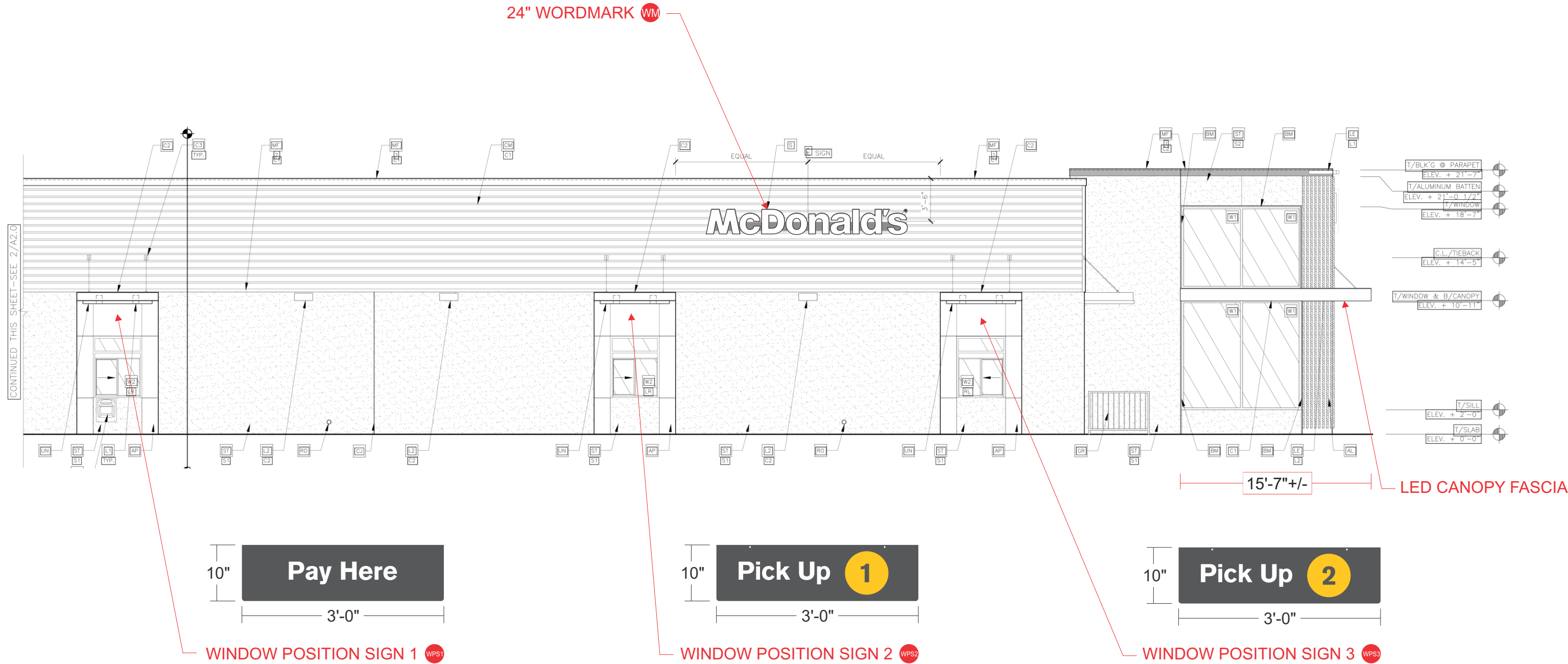
Location:
SEASIDE, CA

File Name:
184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

NORTH (DRIVE-THRU) ELEVATION
SCALE: 1/8" = 1'-0"

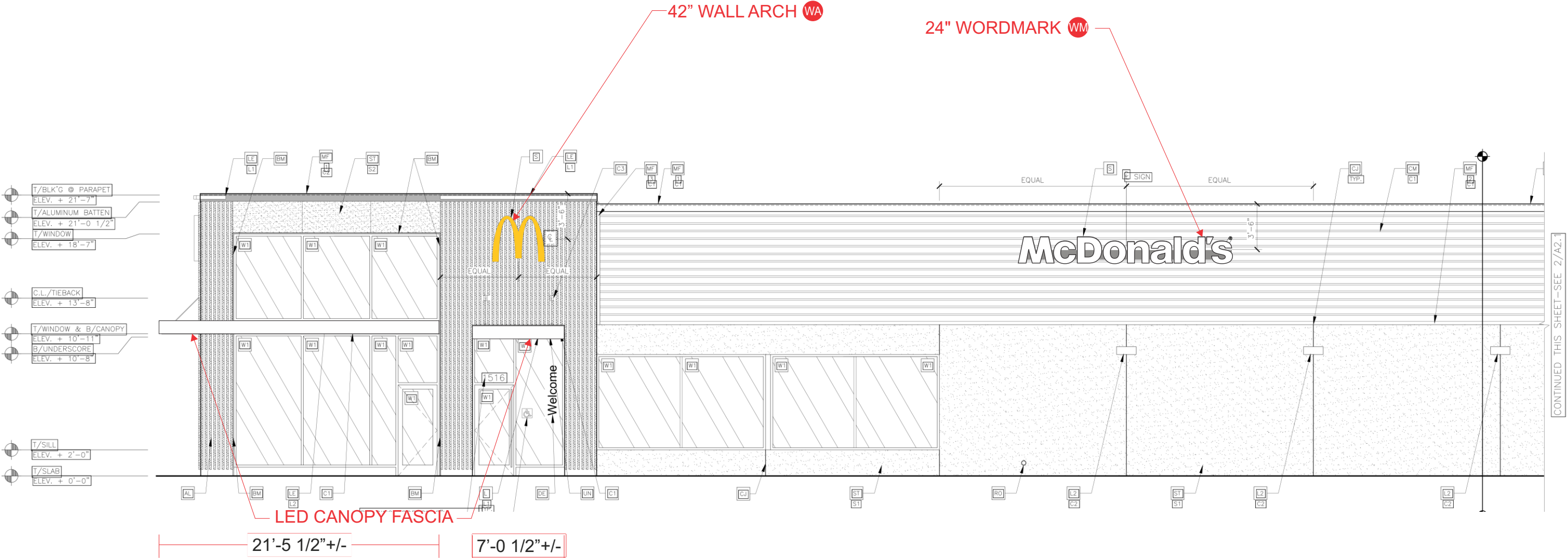


Customer: MCDONALD'S				Date: 5/1/19		Prepared By: AT		Eng: -		Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.		persona SIGNS LIGHTING IMAGE		DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com Packet Page 175	
Location: SEASIDE, CA				File Name: 184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA											

APPROVAL BOX - PLEASE INITIAL		
CUSTOMER APPROVAL		Date

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

SOUTH (NON DRIVE-THRU) ELEVATION
SCALE: 1/8" = 1'-0"



APPROVAL BOX - PLEASE INITIAL		
CUSTOMER APPROVAL		Date

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

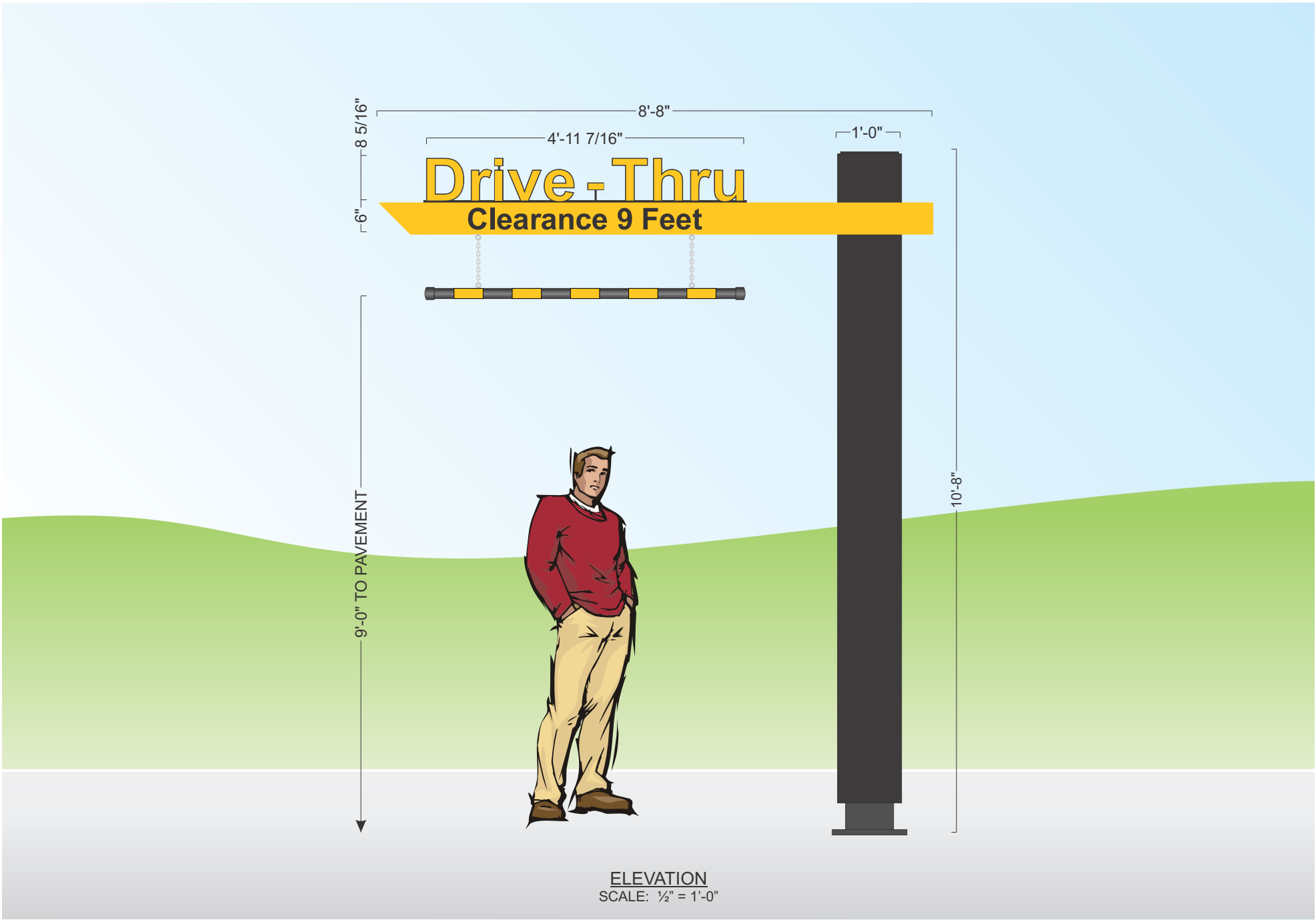
Customer: MCDONALD'S	Date: 5/1/19	Prepared By: AT	Eng: -
Location: SEASIDE, CA	File Name: 184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA	Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.	



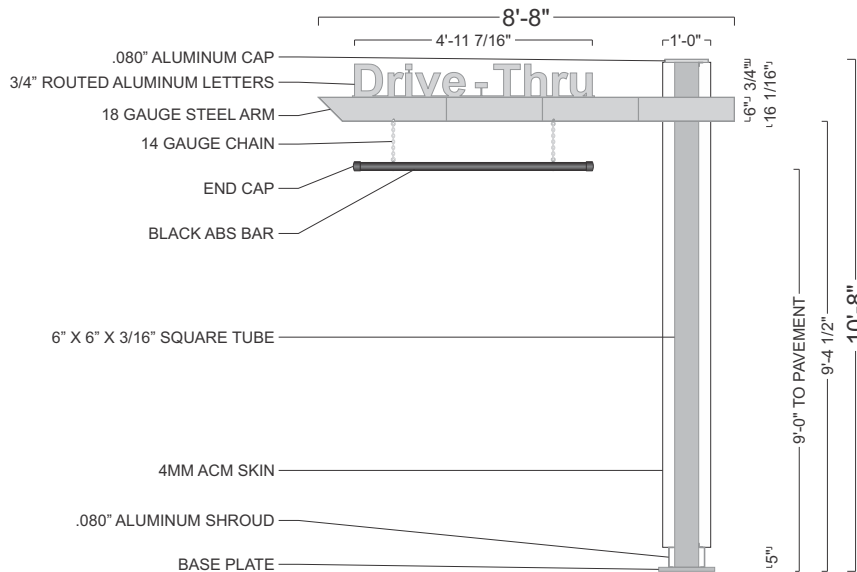
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

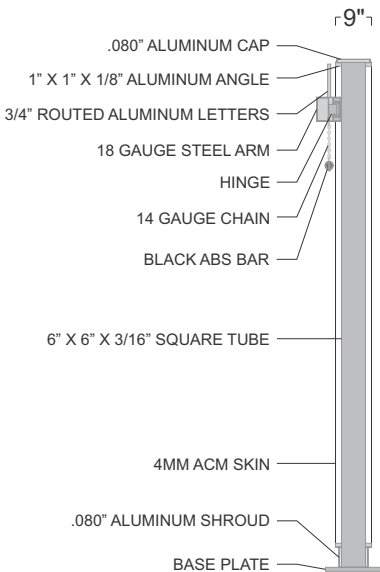
Packet Page 176



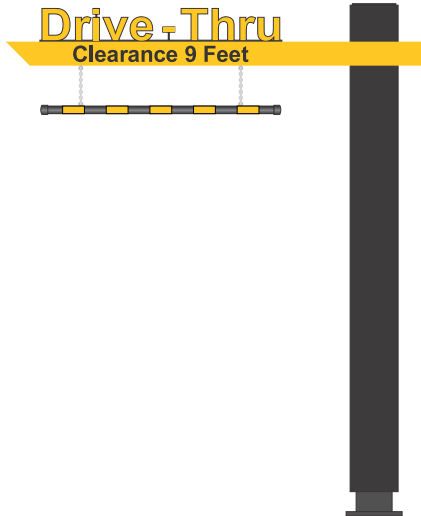
ELEVATION
SCALE: 1/2" = 1'-0"



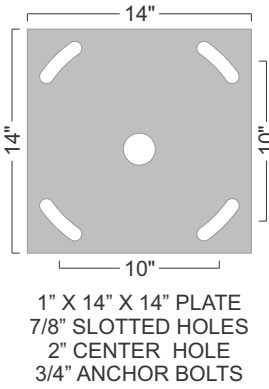
FRONT VIEW
SCALE: 1/4" = 1'-0"



END VIEW
SCALE: 1/4" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"



BASE PLATE DETAIL
SCALE: 1" = 1'-0"

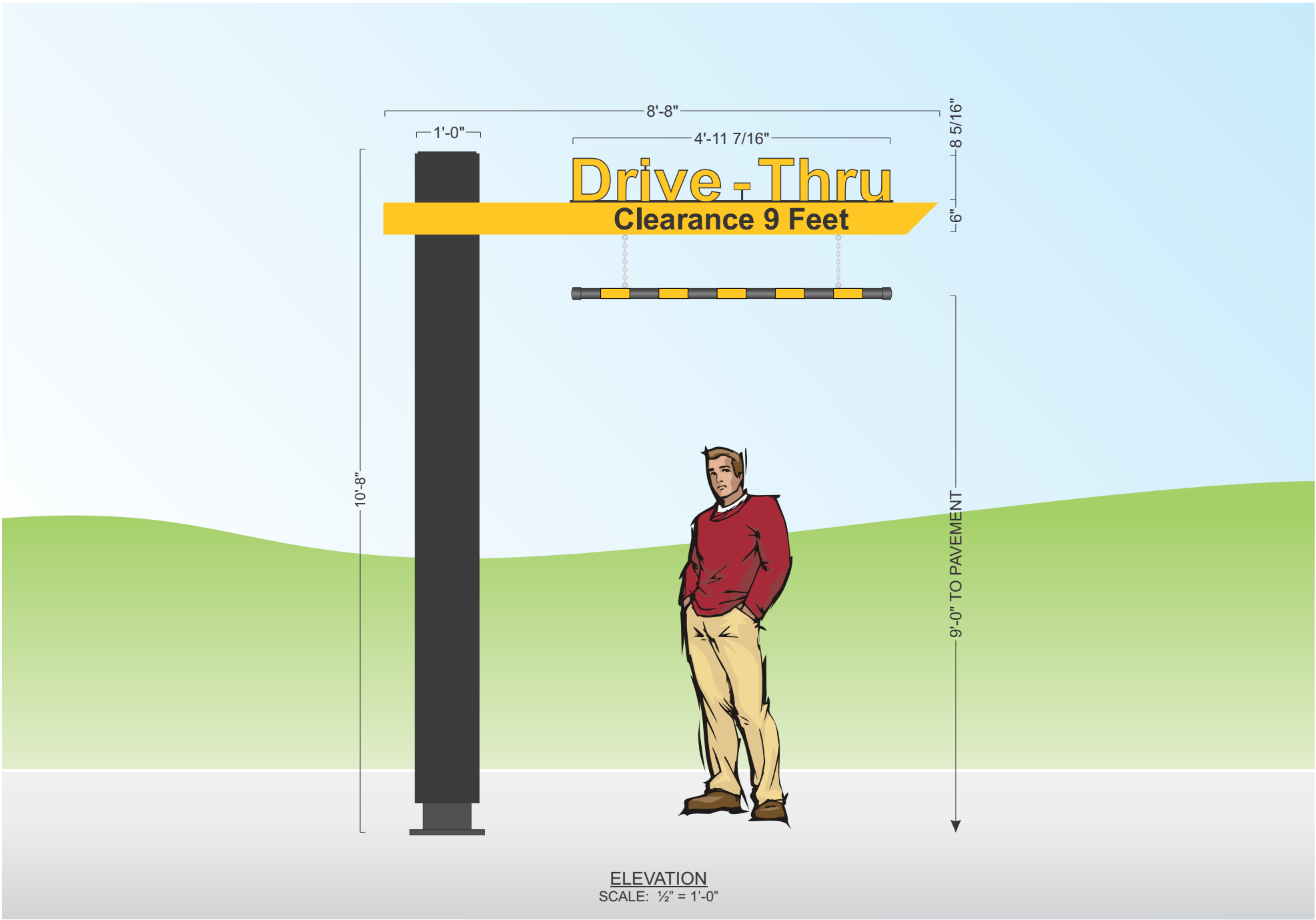
POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM CHARCOAL ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER - PRE-FINISHED CHARCOAL
SHROUD AND BASE PLATE - MATCH B.M. 1631 MIDNIGHT OIL

CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 180-25 GOLD VINYL STRIPES APPLIED TO 1ST SURFACE

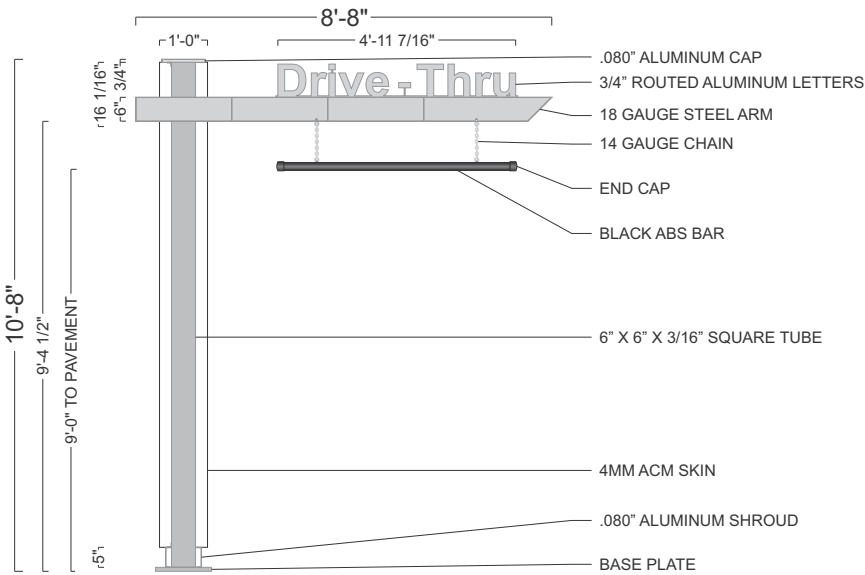
SQUARE FEET: BOXED = 92.44
ACTUAL = 15.68

SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE W/ 1ST SURFACE PAINT AND VINYL DECORATION:
MATCH PMS 123 C YELLOW - SWING ARM
7725-12 BLACK - "CLEARANCE 9 FEET" COPY

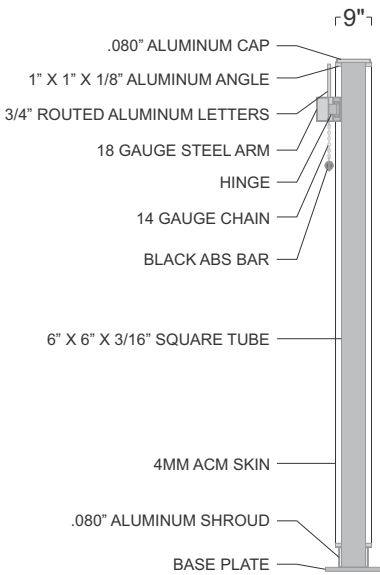
"DRIVE-THRU" LETTER DETAIL
3/4" ROUTED ALUMINUM LETTERS W/ 1ST SURFACE VINYL DECORATION:
180-25 GOLD - "DRIVE-THRU" COPY
BLACK - COPY OUTLINE



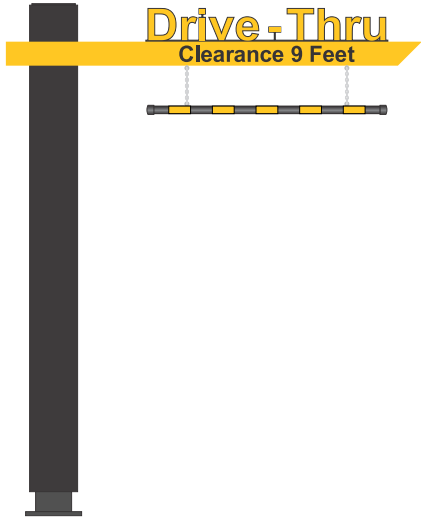
ELEVATION
SCALE: 1/2" = 1'-0"



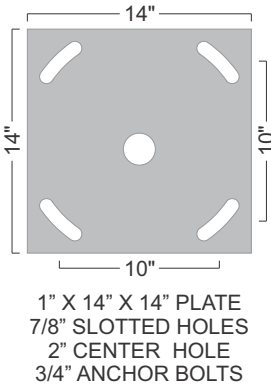
FRONT VIEW
SCALE: 1/4" = 1'-0"



END VIEW
SCALE: 1/4" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"



BASE PLATE DETAIL
SCALE: 1" = 1'-0"

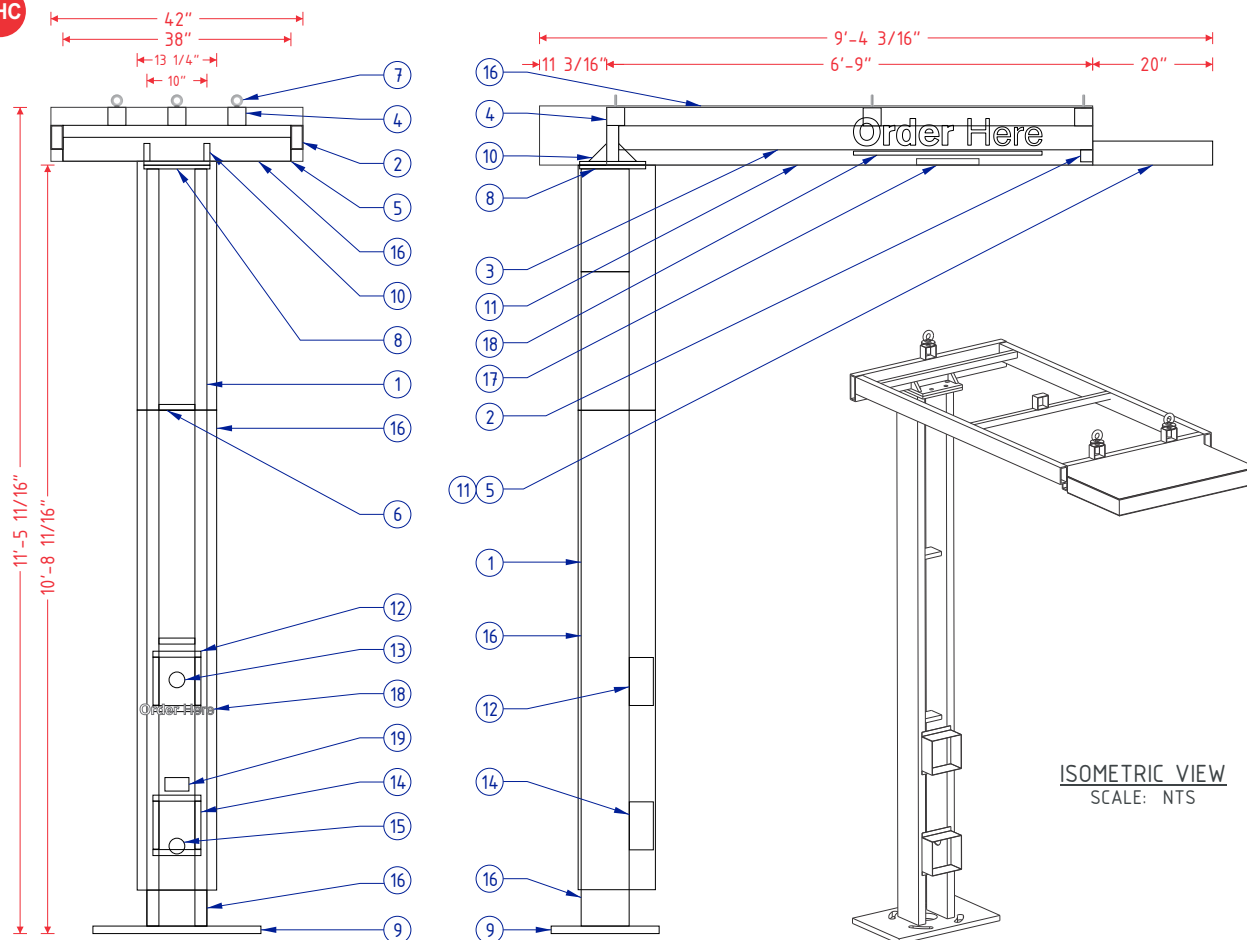
POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM CHARCOAL ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER - PRE-FINISHED CHARCOAL
SHROUD AND BASE PLATE - MATCH B.M. 1631 MIDNIGHT OIL

CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 180-25 GOLD VINYL STRIPES APPLIED TO 1ST SURFACE

SQUARE FEET: BOXED = 92.44
ACTUAL = 15.68

SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE W/ 1ST SURFACE PAINT AND VINYL DECORATION:
MATCH PMS 123 C YELLOW - SWING ARM
7725-12 BLACK - "CLEARANCE 9 FEET" COPY

"DRIVE-THRU" LETTER DETAIL
3/4" ROUTED ALUMINUM LETTERS W/ 1ST SURFACE VINYL DECORATION:
180-25 GOLD - "DRIVE-THRU" COPY
BLACK - COPY OUTLINE



FRAME & LAMP DETAIL

SCALE: 3/8" = 1'-0"

18" X 28" X 1 1/4" PLATE
1 3/8" SLOTTED HOLES
1" BOLTS

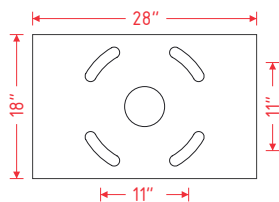


PLATE DETAIL

SCALE: 1/2" = 1'-0"

11" X 11" X 5/8" PLATE
3/4" HOLES
5/8" BOLTS

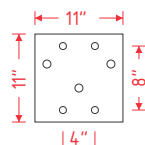


PLATE DETAIL

SCALE: 1/2" = 1'-0"

CROSS SECTION A-A

SCALE: 3/8" = 1'-0"

ISOMETRIC VIEW
SCALE: NTS

Order Here

GRAPHIC DETAIL
SCALE: 3/16" = 1'-0"

MCDONALD'S SPRINGBOARD OHC SPECIFICATIONS

NO.	PART/DESCRIPTION
1	2" X 8" X 3/16" RECTANGULAR TUBE
2	2" X 6" X 1/4" RECTANGULAR TUBE
3	2" X 4" X 1/4" RECTANGULAR TUBE
4	3" X 3" X 3/16" SQUARE TUBE
5	1" X 4" X 1/8" RECTANGULAR TUBE
6	C4 ALUMINUM C-CHANNEL
7	1/2" EYEBOLTS (3)
8	11" X 11" X 5/8" TOP PLATES (2) (SEE PLATE DETAILS)
9	18" X 28" X 1 1/4" BASE PLATE (SEE PLATE DETAILS)
10	3" X 3" X 3/4" GUSSETS
11	.063" ALUMINUM SKIN
12	.063" ALUMINUM BENT SP10 SPEAKER BOX HOLDER
13	SPEAKER OPENING
14	.063" ALUMINUM BENT DM 4/DM 5 MICROPHONE BOX HOLDER
15	MICROPHONE OPENING
16	ACM CLADDING
17	SLOAN LED LIGHT WITH POWER SUPPLY
18	REFLECTIVE WHITE 680-10 VINYL
19	ADA STICKER

NOTES:

- DESIGN FACTOR: TO BE DETERMINED
- 2" X 8" X 3/16 RECTANGULAR TUBE FRAME
- ACM AND .063" ALUMINUM SKIN
- EXTERIOR FINISH:
 - BASE PLATE - PAINT BM 1631 MIDNIGHT OIL
 - TUBE AND TOP ACM - PAINT CHARCOAL
 - SPRINGBOARD TIP AND UNDERSIDE - PAINT PMS 123 C GOLD
- ACM/SKIN REMOVABLE FOR SERVICE
- U.L. LISTED
- ELECTRICAL: 0.64 AMPS/120 VOLTS

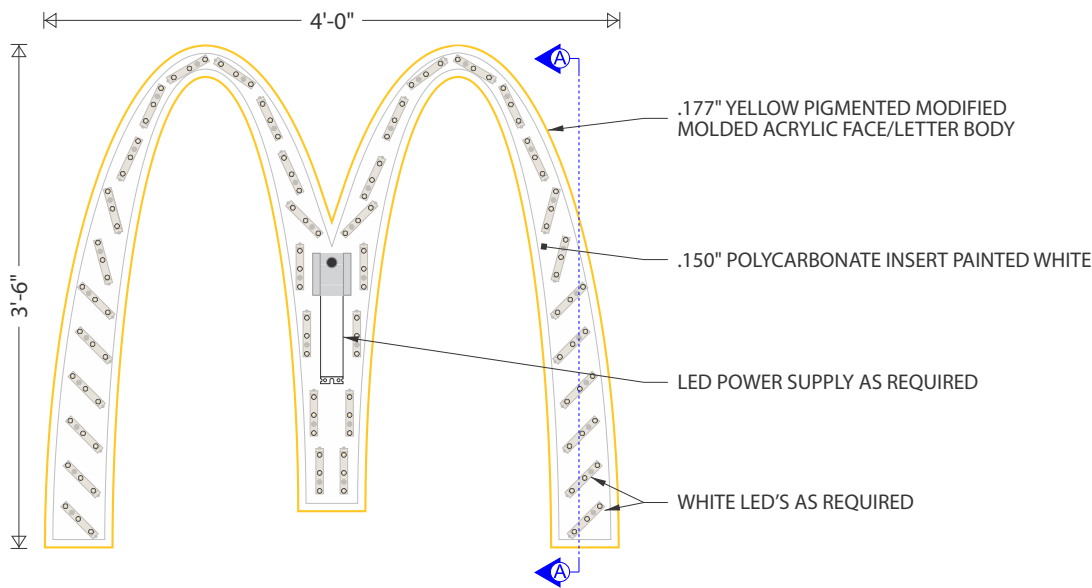
Customer:
MCDONALD'SDate:
5/1/19Prepared By:
ATEng:
-

Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.

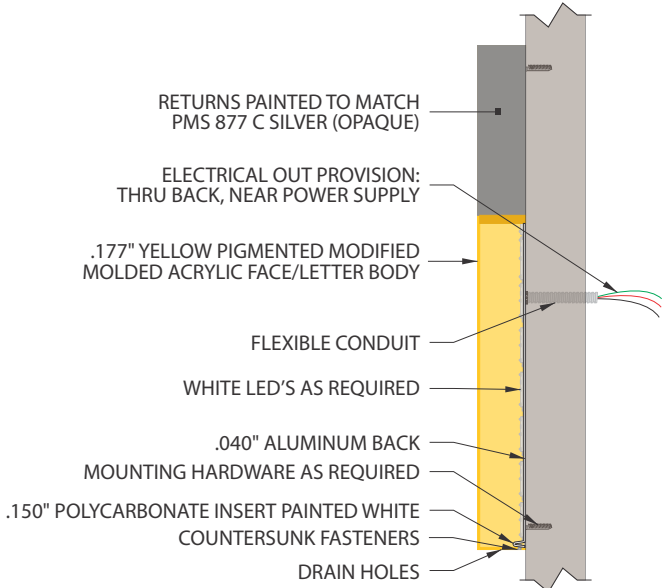
Location:
SEASIDE, CAFile Name:
184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1 800 843 8888 • www.personasigns.com



FRAME & LAMP DETAIL
SCALE: 3/4" = 1'-0"

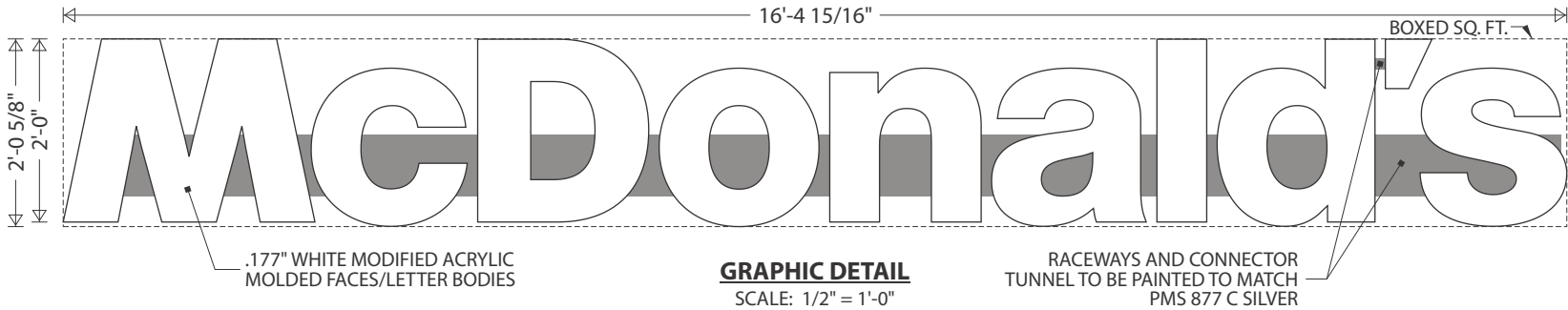


CROSS SECTION A-A
SCALE: 3/4" = 1'-0"



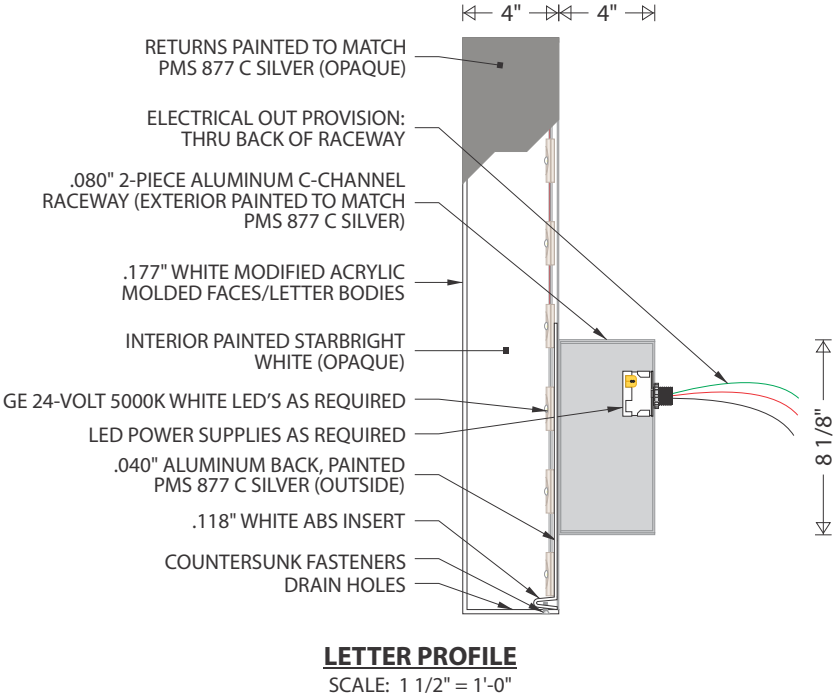
GRAPHIC DETAIL
SCALE: 3/4" = 1'-0"

FRAME DETAIL:
DESIGN FACTOR: TBD
.177" FORMED YELLOW PIGMENTED (PMS 123 C) MODIFIED ACRYLIC FACE/LETTER BODY
EXTERIOR FINISH: PAINTED TO MATCH PMS 877 C SILVER (OPAQUE)
INTERIOR FINISH: PAINTED STARBRIGHT WHITE (OPAQUE)
.150" POLYCARBONATE INSERT PAINTED STAR-BRIGHTWHITE
.040" ALUMINUM BACK
LETTER BODY REMOVABLE FOR SERVICE ACCESS
U.L. APPROVED
ELECTRICAL: 0.85 AMPS, 120 VOLTS
SQUARE FOOTAGE:
BOXED = 14.00
ACTUAL = 4.90

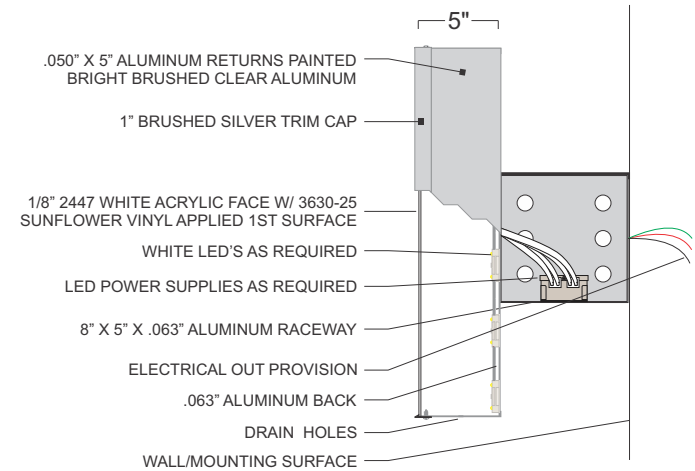
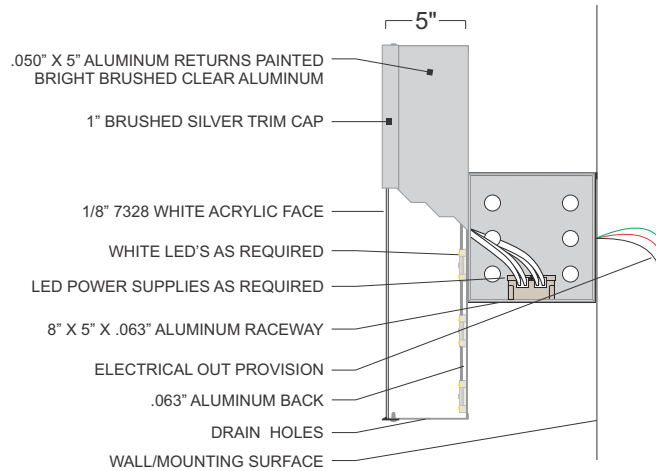
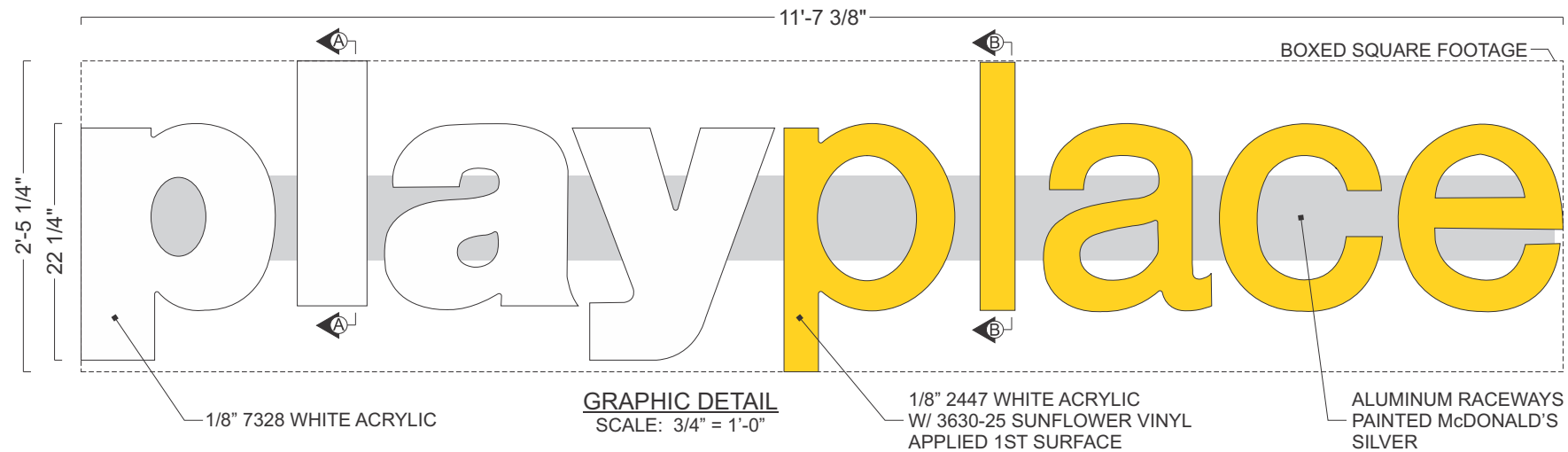


GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"

NOTES:
.177" MOLDED WHITE MODIFIED ACRYLIC LETTER BODIES
INSTALLED ON ALUMINUM BACKS
.118" WHITE ABS INSERTS
EXTERIOR FINISH: MATCH PMS 877 C SILVER (OPAQUE);
BACKS PAINTED PMS 877 C SILVER
INTERIOR FINISH: STAR-BRIGHT WHITE (OPAQUE)
LETTER BODIES REMOVABLE FOR SERVICE ACCESS
ACCESS PANEL BEHIND LETTER "n" FOR RACEWAY ACCESS
U.L. APPROVED
ELECTRICAL: 1.10 AMPS, 120 VOLTS
SQUARE FOOTAGE:
BOXED = 33.38
ACTUAL = 19.53



LETTER PROFILE
SCALE: 1 1/2" = 1'-0"

**NOTES:**

U.L. LISTED

ELECTRICAL: (1) 20A/120V CIRCUIT

INTERIOR FINISHED REFLECTIVE WHITE

DISCONNECT SWITCH ON RIGHT HAND END OF RACEWAY

SQUARE FOOTAGE: BOXED = 28.31

ACTUAL = 11.31

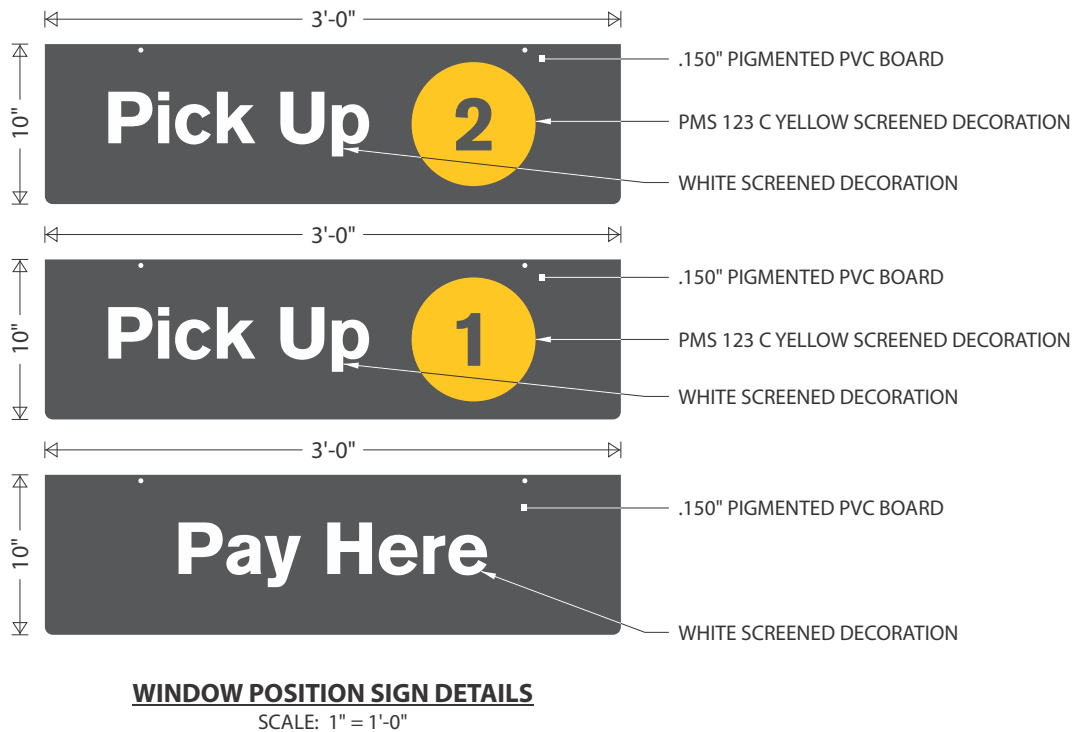
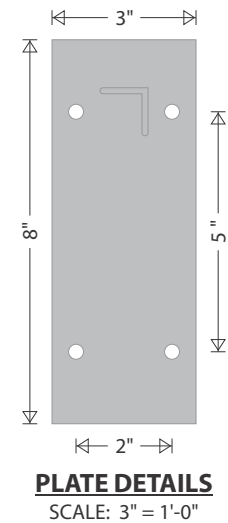
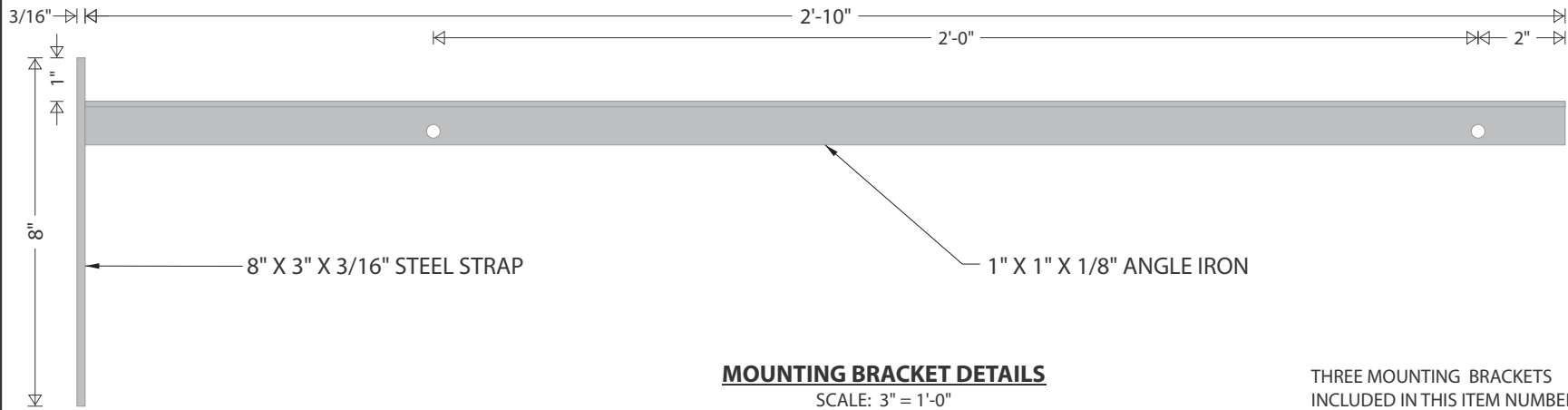
Customer:
MCDONALD'SDate:
5/1/19Prepared By:
ATEng:
-

Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.

Location:
SEASIDE, CAFile Name:
184967 - 1516 CAYON DEL RAY BLVD - SEASIDE, CA

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1 800 843 8888 • www.personasigns.com



BRACKET DETAILS

DESIGN FACTOR: TBD
3/16" X 3" STEEL STRAP
1" X 1" X 1/8" ANGLE IRON ARM
EXTERIOR FINISH: PAINTED PMS
877 C SILVER
5/16" HOLES PUNCHED IN ANGLE
AND PLATE FOR MOUNTING

WINDOW POSITION SIGNS DETAIL

DESIGN FACTOR: TBD
.150" PIGMENTED PVC BOARD TO
MATCH GREY FORD - MED DK
PLATINUM
WHITE SCREENED COPY 1ST SURFACE
PMS 123 C YELLOW - NUMERAL BACKGROUND
2.50 SQUARE FEET
* ALL THREE WINDOW POSITION SIGNS
ARE INCLUDED IN THIS ITEM.

RESOLUTION NO. 19-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, DENYING COASTAL DEVELOPMENT PERMIT 19-02 AND USE PERMIT APPLICATION NO. UP-19-07 TO ALLOW FOR THE CONSTRUCTION OF A 5,241 SQUARE-FOOT RESTAURANT AND ASSOCIATED SITE IMPROVEMENTS (DRIVEWAY ACCESS, PARKING LOT, DRIVE-THRU WINDOW/AISLE, LANDSCAPING) AT 1516 CANYON DEL REY BOULEVARD IN THE COASTAL REGIONAL COMMERCIAL (CCRG) ZONING DISTRICT.

WHEREAS, McDonald's, applicant, has applied for a Coastal Development Permit 19-02 and Use Permit 19-07:

1. In accordance with Title 18 (Coastal Implementation Plan) of the Seaside Municipal Code (SMC), the applicant is requesting the approval of a Coastal Development Permit and Use Permit for the construction of a new one-story, 5,241 square foot McDonald's restaurant with associated site improvements (driveway access, parking lot improvements, drive-thru aisle, landscaping) on a 29,342 square foot lot at 1516 Canyon Del Rey Boulevard (APN: 011-561-024 and 011-561-025).

WHEREAS, the proposed project requires discretionary approval, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and the Seaside Local Coastal Program, and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Coastal Development Permit and Use Permit at duly noticed public hearings held on April 24, 2019 and May 22, 2019, and

WHEREAS, in accordance with the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The project is Categorically Exempt Class 2, Section 15302 (b) from the California Environmental Quality Act: "Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity."

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings for the denial Coastal Development Application No. CDP-19-02 and Use Permit Application UP-19-07:

1. **The establishment, maintenance, or operation of the use or structure applied for will under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the City.**

Evidence: The proposed development is inconsistent with the City's General Plan Policy LU-4-1: The location of the commercial structure, parking lot, access driveways, and drive-through facility will result in detrimental impacts to the health, safety, and general welfare of the community. The development does not provide a safe path of travel for restaurant visitors, including children, from the parking areas to the front entrance(s) of the restaurant. Additionally, the primary point of entry to the restaurant from the parking area requires visitors cross the exit point of the drive-through facility. Lastly, the ADA path of travel also crosses the exit point of the drive-through facility in an area with limited visibility.

2. The design, location, size, and operating characteristics of the proposed activity are incompatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed business will be incompatible with the following design elements to provide a vibrant and aesthetically attractive commercial land use:

1. Adhering to urban design principles that emphasize the placement of the front façade and entrances nearest a major public thoroughfare should not be prioritized over on-site pedestrian safety for those parking on-site and walking to the restaurant.
2. The proposed building placement, drive-through aisle location, and accessible path of travel create potential safety hazards for pedestrians navigating an auto-oriented space and precarious pedestrian environment.
3. The building orientation should be changed to allow for the ADA path of travel to access the primary restaurant entrances without crossing any on-site lanes of vehicular travel.

3. Granting the permit would be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The project site design and conditions do not ensure that the proposed development will not create any adverse impact on the health, safety, and general welfare of the community and visitors to the restaurant.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, on the 12th of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Owens, Chairperson

ATTEST:

Planning Commission Secretary

COASTAL DEVELOPMENT PERMIT APPLICATION NO. CDP-19-01 and UP-19-07

These permits are hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature (*if different from above*)

Date



McDonald's USA, LLC
Pacific Sierra Region
2999 Oak Road, Suite 900
Walnut Creek, CA 94597
(925)- 949-4000

June 13, 2019

City of Seaside
City Council
440 Harcourt Ave,
Seaside, CA 93955

RECEIVED BY
CITY OF SEASIDE

JUN 17 2019

COMMUNITY
DEVELOPMENT

Re: McDonald's Rebuild - 1516 Del Ray Blvd, Seaside, CA

Dear City Council member,

We would like to appeal Planning Commission denial for Coastal Development Use Permit Application NO. UP-19-02 and CDP-19-07 for the reestablishment of a drive thru restaurant in the Laguna Grande Shopping Center at 1516 Del Rey Blvd for the following reasons:

In project early stages we and our Architects worked with City Planning staff very closely. We met several times to discuss possible schemes for this challenging site: the parcel size, location and need for certain drive-thru elements to be within the property boundaries. We proposed having the building in different locations within our property lines but with each scheme there were traffic challenges and city codes that weren't being met and would require a Variance. Finally, we all agreed on the scheme presented by staff to the Planning Commission, which also meets McDonald's standards and requirements.

The Planning Commission reviewed and provided comments on the first project submittal at a hearing on 4/24/19. Based on their comments around pedestrian safety and traffic issues we provided a revised site layout that meets city codes and added more exhibits that addressed the concerns of the Commission. We brought many exhibits, but the City projector did not work at the hearing on 5/22/19, preventing us from fully and completely presenting our project proposal. We could've provided a proper presentation as we had planned, which included many design elements that would have been easier to understand if viewed rather than verbally described sadly, our project was denied and an entire redesign was recommended.

Our design is pedestrians friendly with added safety measures to ensure the safety of pedestrians coming from the parking area with a path of travel located in a landscape area, signs, raised crosswalk, railing in specified areas, and drive thru pavement marking with orange color visible to both pedestrians and drivers. McDonald's goes further in cutting in number of cars circulating in the site by

turning the only driveway access the parcel to exit only driveway as recommended by city Engineering staff and Planning Commission. McDonald's has provided with the proposed site layout a friendly walk-up building from public sidewalk, as required by City of Seaside design criteria.

McDonald's has made significant changes to the design of their restaurants from the old to the new style both in building and site planning standards. The proposed building will receive all of the branding features of McDonald's latest design prototype. This will enhance the brand recognition and attract customers.

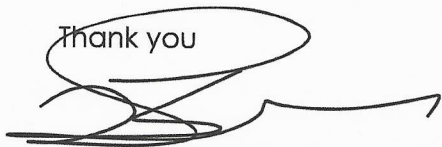
The addition of the side-by-side drive-thru enables the restaurant to increase car stacking in condensed area at the back of the building versus having the cars stacked alongside of the building in the parking lot. Multiple order points allow the customers to get their orders in earlier, which create service time efficiency as the kitchen has more time to prepare the food.

The new side-by-side drive-through equipment has the latest technology. It will provide efficient presentation of everyday offerings and sharing of current promotions. The digital displays on the menu-board are in the best possible light and create an experience that is quick, easy and enjoyable. The order confirmation system will improve order accuracy and speed of service while using the latest LCD technology for best image graphics capability.

Approving this project will provide benefit to City of Seaside City in many ways through revenue generation and employment opportunities for more than 20 people, which could bring back the existing employees that use to work in the old building.

The improvements will renew the area and will give a new, enhanced experience to the customers. We are looking forward to build this project in City of Seaside.

Thank you

A handwritten signature in black ink, appearing to read 'Silvia Wytkind', with a long horizontal flourish extending to the right.

Silvia Wytkind.
Area Construction Manager
McDonald's US LLC
Thanks,



City of Seaside

RECEIVED BY
CITY OF SEASIDE

APPEAL TO CITY COUNCIL

JUN 17 2019

COMMUNITY
DEVELOPMENT

*****Fees per current adopted fee schedule*****

An application to appeal an administrative action or citation. If you have any questions regarding the appeal process, please visit the City Clerk's office during regular business hours or call 831-899-6707.

Please return form to the City Clerk's Office:
440 Harcourt Avenue, Seaside, CA 93955

APPELLANT

Name of Appellant: McDonald's US LLC / Silvia Wytkind , Area Construction Manager

Residing at: 2999 Oak Road, Suite 900, Walnut Creek, CA 94597

Phone Number(s): (916) 586 0946

Signed: [Signature] Date: 6/13/18

SUBJECT OF APPEAL

I hereby appeal the decision of the: Planning Commision

(Name of Council, Committee, or Commission decision being appealed)

Date the decision being appealed was rendered: 6/12/19

Agenda item number: 7. Business Items: A

Subject/Agenda item title: Coastal Development Use Permit Application NO. UP-19-07
& CDP-19-07

Signed: [Signature] Date: 6/13/19

REASON FOR APPEAL

Explain specifically what action(s) you are appealing and why you believe the Council should consider your appeal. Include what evidence you have that supports your appeal. You may attach additional pages if necessary. *(Number of sheets attached _____)*

Please refer to the enclosed appeal letter.

Administrative Use Only

Receipt Number: R00001280

Received by: Jacqueline Fanene-Vulva Date: _____

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

DATE : 6/17/2019 11:16 AM
OPER : RM
TKBY : JFT
TERM : 30
REC# : R00001280

100.3660 PLNG-APPEALS/BAR 608.00
PLANNING COMMISSION APPEAL TO CITY COUNCIL

Paid By: PLANNING COMMISSION APPEAL TO CI
CC 608.00 REF: 168001

APPLIED	608.00
TENDERED	608.00
CHANGE	0.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.

X

CITY OF SEASIDE
440 HARCOURT AVE
SEASIDE, CA 93955
(831) 859-6240

Bank ID: 6011 520000865210
Merchant ID: 002
Term ID: 002

Phone Order

XXXXXXXXXX1967

MASTERCARD Entry Method: Manual
\$ 608.00

Total:

09:39:15

06/17/19

Inv #: 0000001 Appr Code: 087624
Batch#: 168001

Apprvd: Online

AVS Code: ZIP MATCH Z

CVV2 Code: MATCH N
Retrieval Ref. #: 101000001

Customer Copy



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 18, 2019

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE CHAPTER 9.08 ESTABLISHING
REGULATIONS FOR THE USE OF DESIGNATED
SKATEBOARDING AREAS (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce the draft ordinance as presented, discuss, invite comments from the public, and pass to print the draft ordinance amending Municipal Code Chapter 9.08 to establish regulations for the use of designated skateboarding areas.

BACKGROUND

Health and Safety Code Section 115800 requires local public agencies operating an unsupervised skatepark facility to adopt an ordinance requiring persons riding a skateboard or other wheeled recreational device at the facility to wear a helmet, elbow pads, and knee pads.

Furthermore, agencies are required to post signs at the facility that provide reasonable notice of the requirement to wear helmets, elbow pads, and knee pads and that a person failing to do so will be subject to citation pursuant to the ordinance.

The proposed revision to Chapter 9.08 of the Seaside Municipal Code satisfies the requirements of the Health and Safety Code and authorizes the Recreation Director and his/her designee to issue administrative citations in accordance with Chapter 2.56 of the Municipal Code.

The Recreation Director is working with the Parks and Recreation Commission and

other stakeholders to establish additional rules and regulations to govern the use of the skatepark.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of an ordinance outlining skate park rules and regulations.

ATTACHMENTS

1. Ordinance
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING
CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING
REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS.**

The City Council of the City of Seaside, California does ordain as follows:

Section 1. FINDINGS AND PURPOSE.

- A. The purpose of this Ordinance is to provide minor technical amendments, add new sections related to the designated use of skateboarding areas and restate portions of Chapter 9.08 of the Seaside Municipal Code.

Section 2. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.010

Municipal Code Sub-Section 9.08.010 related to definitions is hereby amended to read as follows:

9.08.010 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Caretaker" means the person or persons who are responsible for the care and maintenance of the city park areas or facilities.

"Director" means the director of ~~community recreation~~ services.

"In-line skates/roller blades" means a form of skate with non-metallic skate wheels mounted to the bottom of each boot or shoe, one in front of the other running down the center of the boot or shoe.

"Other Wheeled Recreational Device" means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.

"Park area" or "facility" means any public park, playground, recreational area, recreational facility or building, swimming pool, greenbelt, landscaped area around public building, or other area in the city owned or used by the city and devoted to active or passive recreation.

"Person" or "applicant" means any person, firm, partnership, association, corporation, company, league or organization of any kind who desires to use or uses any city park area or facility.

"Roller skates" means a form of skate with four non-metallic wheels affixed to the bottom of each boot or shoe with a wheel situated at the outer four corners of each boot or shoe.

"Scooter" means a vehicle that typically has one front and one rear wheel with a low footboard between, is steered by a handlebar, and is propelled by pushing one foot against the ground while resting the other on the footboard.

"Skate park" and "park" mean the cement surface that is designed and used for skating. The park area includes the bowl.

"Skate park facility" means the skate park together with the adjacent public parking, picnic and seating areas, if any.

"Skate park user" means a user of any wheeled recreational device allowed by Section 9.08.040.

"Skateboard" means a wheeled device for riding upon with an oblong rigid material mounted on non-metallic skate wheels and propelled by human power.

"Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled. "Vehicle" includes any trailer of any size, kind or description. An exception is made for vehicles in the services of the city.

Section 3. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.020

Municipal Code Sub-Section 9.08.020 -is hereby amended to update the name of the recreation department to read as follows:

9.08.020 Jurisdiction.

All park areas and facilities shall be under the administrative jurisdiction of the department of ~~community~~ recreation services.

Section 4. ADDITION OF SECTION 9.08.045 SKATEBOARDING AREAS

A new section 9.08.040 related to Skateboarding Areas is added to Chapter 9.08 of the Municipal Code add the following section:

9.08.040 Skateboarding Areas.

- A. **Rules and Regulations.** Skate park users in violation of the facility rules and regulations shall be subject to administrative citation pursuant to Seaside Municipal Code:

1. All skate park users shall wear a helmet, knee pads and elbow pads at all times when using the facility. All safety equipment shall be in good condition and repair and must fit the skater properly.

2. Hours. It is unlawful for any person to use or be present upon the skate park facility at any time other than the approved hours of operation. Signs shall be posted about the Skate Park Facility indicating the hours of operation.

—3. In addition to the rules set forth in this section, the director may establish other reasonable rules and regulations to protect the skate park facility or the skate park and the persons using them from injury or damage.

B. Unsupervised venue - Assumption of Risk

The City of Seaside Skate Park is an unsupervised recreational venue. The director shall cause to be posted signs at the skate park, facing the interior and exterior of the skate park, stating, at a minimum:

- Use of skateboards and other wheeled recreational devices are hazardous activities.
- Use of the facility is at the user's own risk.
- Skate park hours.
- Helmets, kneepads, and elbow pads are required to be worn while using the designated skate park area.
- Failure to wear helmets, kneepads, and elbow pads in the designated skate park area will subject persons to citation (Municipal Code Section 9.08.070).

Section 5. AMENDMENT AND RESTATEMENT OF SECTION 9.08.060 (A)

Municipal Code Sub-Section 9.08.060(A) is hereby amended and restated as follows:

9.08.060 Prohibitions generally.

A. Dogs and Animals in Public Places.

1. Any supervised and on-leash dog is allowed at all city of Seaside parks, natural trail or path with the exception of Pachetti Dog Park which allows for supervised and off-leash dogs. When in public areas, all dogs must be on a leash that cannot exceed six feet in length.

2. No dogs are allowed on city athletic fields or in designated skate park facilities.

3. The city may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.

4. No dog may be left unattended and/or attached, tied or chained to any object.

5. Dog owners or custodians are required to pick up their dogs' droppings.

Section 6. AMENDMENT AND RESTATEMENT OF SECTION 9.08.070

Municipal Code Sub-Section 9.08.070 is hereby amended to add the following section related to enforcement and administrative citations:

9.08.070 Enforcement.

A. The director of ~~community recreation~~ services, the chief of police, and their duly authorized employees shall enforce the provisions of this chapter, and shall have the authority to eject from park areas and facilities any person acting in violation of these rules and regulations, and to confiscate any property being used in such a manner so as to endanger persons or property.

B. Administrative citations, fines, parent/guardian responsibility and administrative hearing.

1. The director, and his/her designee, shall have authority to issue administrative citations and administrative fines in accordance with applicable provisions of Chapter 2.56 of the Seaside Municipal Code and this Chapter.

2. The parent or legal guardian having control or custody of an un-
emancipated minor whose conduct violate this chapter shall be jointly and severally
liable with the minor for the amount of any administrative fine imposed pursuant to this
section.

3. Administrative citations and fines issued under this section shall be subject
to the administrative hearing provisions of Chapter 2.56.

Section 7. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 8. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside this 18th day of July, 2019.

PASSED AND ADOPTED by the City Council of the City of Seaside this _____ day of _____, 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 18, 2019

**SUBJECT: CONSIDERATION AND ADOPTION OF AN URGENCY
ORDINANCE AMENDING CHAPTER 9.08 OF THE SEASIDE
MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE
OF DESIGNATED SKATEBOARDING AREAS (ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this item is to adopt an urgency ordinance modifying Chapter 9.08 of the Seaside Municipal Code establishing regulations for the use of designated skateboarding areas. This ordinance will expire on the earlier of 45 days or upon the effective date of a permanent ordinance.

BACKGROUND

Health and Safety Code Section 115800 requires local public agencies operating an unsupervised skatepark facility to adopt an ordinance requiring persons riding a skateboard or other wheeled recreational device at the facility to wear a helmet, elbow pads, and knee pads.

Furthermore, agencies are required to post signs at the facility that provide reasonable notice of the requirement to wear helmets, elbow pads, and knee pads and that a person failing to do so will be subject to citation pursuant to the ordinance.

The proposed revision to Chapter 9.08 of the Seaside Municipal Code satisfies the requirements of the Health and Safety Code and authorizes the Recreation Director and his/her designee to issue administrative citations in accordance with Chapter 2.56 of the Municipal Code.

This urgency ordinance is being recommended to ensure an ordinance that complies with Health and Safety Code section 115800 is in place prior to the opening of the skatepark.

FISCAL IMPACT

This is no fiscal impact associated with the adoption of this ordinance.

ATTACHMENTS

1. Ordinance

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, appearing to be 'Craig Malin', written over a horizontal line.

Craig Malin, City Manager

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AMENDING CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE
ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED
SKATEBOARDING AREAS.**

The City Council of the City of Seaside, California does ordain as follows:

Section 1. FINDINGS AND PURPOSE.

- A. The purpose of this Ordinance is to provide minor technical amendments, add new sections related to the designated use of skateboarding areas, and restate portions of Chapter 9.08 of the Seaside Municipal Code.
- B. Health and Safety Code Section 115800 related to recreational safety requires agencies operating skateparks to adopt an ordinance requiring users to wear a helmet, elbow pads, and knee pads.
- C. The City's skatepark is scheduled to open at the end of August 2019.
- D. Therefore, to ensure the safety of skatepark users, an urgent necessity exists for the City to adopt temporary rules and regulations that comply with H&S Section 115800 until such time as a permanent ordinance can be adopted.

Section 2. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.010

Municipal Code Sub-Section 9.08.010 related to definitions is hereby amended to read as follows:

9.08.010 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Caretaker" means the person or persons who are responsible for the care and maintenance of the city park areas or facilities.

"Director" means the director of community-recreation services.

"In-line skates/roller blades" means a form of skate with non-metallic skate wheels mounted to the bottom of each boot or shoe, one in front of the other running down the center of the boot or shoe.

"Other Wheeled Recreational Device" means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.

"Park area" or "facility" means any public park, playground, recreational area, recreational facility or building, swimming pool, greenbelt, landscaped area around public building, or other area in the city owned or used by the city and devoted to active or passive recreation.

"Person" or "applicant" means any person, firm, partnership, association, corporation, company, league or organization of any kind who desires to use or uses any city park area or facility.

"Roller skates" means a form of skate with four non-metallic wheels affixed to the bottom of each boot or shoe with a wheel situated at the outer four corners of each boot or shoe.

"Scooter" means a vehicle that typically has one front and one rear wheel with a low footboard between, is steered by a handlebar, and is propelled by pushing one foot against the ground while resting the other on the footboard.

"Skate park" and "park" mean the cement surface that is designed and used for skating. The park area includes the bowl.

"Skate park facility" means the skate park together with the adjacent public parking, picnic and seating areas, if any.

"Skate park user" means a user of any wheeled recreational device allowed by Section 9.08.040.

"Skateboard" means a wheeled device for riding upon with an oblong rigid material mounted on non-metallic skate wheels and propelled by human power.

"Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled. "Vehicle" includes any trailer of any size, kind or description. An exception is made for vehicles in the services of the city.

Section 3. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.020

Municipal Code Sub-Section 9.08.020 -is hereby amended to update the name of the recreation department to read as follows:

9.08.020 Jurisdiction.

All park areas and facilities shall be under the administrative jurisdiction of the department of ~~community recreation~~ services.

Section 4. ADDITION OF SECTION 9.08.045 SKATEBOARDING AREAS

A new section 9.08.040 related to Skateboarding Areas is added to Chapter 9.08 of the Municipal Code add the following section:

9.08.040 Skateboarding Areas.

A. **Rules and Regulations.** Skate park users in violation of the facility rules and regulations shall be subject to administrative citation pursuant to Seaside Municipal Code:

1. All skate park users shall wear a helmet, knee pads and elbow pads at all times when using the facility. All safety equipment shall be in good condition and repair and must fit the skater properly.

2. Hours. It is unlawful for any person to use or be present upon the skate park facility at any time other than the approved hours of operation. Signs shall be posted about the Skate Park Facility indicating the hours of operation.

3. In addition to the rules set forth in this section, the director may establish other reasonable rules and regulations to protect the skate park facility or the skate park and the persons using them from injury or damage.

B. **Unsupervised venue - Assumption of Risk**

The City of Seaside Skate Park is an unsupervised recreational venue. The director shall cause to be posted signs at the skate park, facing the interior and exterior of the skate park, stating, at a minimum:

- Use of skateboards and other wheeled recreational devices are hazardous activities.
- Use of the facility is at the user's own risk.
- Skate park hours.
- Helmets, kneepads, and elbow pads are required to be worn while using the designated skate park area.
- Failure to wear helmets, kneepads, and elbow pads in the designated skate park area will subject persons to citation (Municipal Code Section 9.08.070).

Section 5. AMENDMENT AND RESTATEMENT OF SECTION 9.08.060 (A)

Municipal Code Sub-Section 9.08.060(A) is hereby amended and restated as follows:

9.08.060 Prohibitions generally.

A. Dogs and Animals in Public Places.

1. Any supervised and on-leash dog is allowed at all city of Seaside parks, natural trail or path with the exception of Pachetti Dog Park which allows for supervised and off-leash dogs. When in public areas, all dogs must be on a leash that cannot

exceed six feet in length.

2. No dogs are allowed on city athletic fields or in designated skate park facilities.

3. The city may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.

4. No dog may be left unattended and/or attached, tied or chained to any object.

5. Dog owners or custodians are required to pick up their dogs' droppings.

Section 6. AMENDMENT AND RESTATEMENT OF SECTION 9.08.070

Municipal Code Sub-Section 9.08.070 is hereby amended to add the following section related to enforcement and administrative citations:

9.08.070 Enforcement.

A. The director of ~~community recreation~~ services, the chief of police, and their duly authorized employees shall enforce the provisions of this chapter, and shall have the authority to eject from park areas and facilities any person acting in violation of these rules and regulations, and to confiscate any property being used in such a manner so as to endanger persons or property.

B. Administrative citations, fines, parent/guardian responsibility and administrative hearing.

1. The director, and his/her designee, shall have authority to issue administrative citations and administrative fines in accordance with applicable provisions of Chapter 2.56 of the Seaside Municipal Code and this Chapter.

2. The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violate this chapter shall be jointly and severally liable with the minor for the amount of any administrative fine imposed pursuant to this section.

3. Administrative citations and fines issued under this section shall be subject to the administrative hearing provisions of Chapter 2.56.

Section 7. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this

Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 8. URGENCY MEASURE.

Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption or until the adoption of a permanent ordinance, whichever comes first.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of July, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk