



A M E N D E D
A G E N D A
CITY OF SEASIDE
CITY COUNCIL/
SUCCESSOR AGENCY
TO THE REDEVELOPMENT
AGENCY

SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, January 23, 2020
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. 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.

5. BUSINESS ITEMS

A. APPROVE A CONTRACT AGREEMENT WITH MONTEREY PENINSULA ENGINEERING TO CONSTRUCT EMERGENCY STORM DRAIN REPAIRS IN THE AMOUNT OF \$43,900.

RECOMMENDATION: It is recommended to retain Monterey Peninsula Engineering for emergency construction of storm drain repairs across Fremont Boulevard near Birch Avenue in the amount of \$43,900.

B. ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE A CONTRACT WITH WORKBENCH TO PREPARE THE ARCHITECTURAL DRAWINGS FOR THE ACCESSORY DWELLING UNIT DEMONSTRATION PROJECT AND TO AUTHORIZE THE USE OF SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AFFORDABLE HOUSING FUND IN AN AMOUNT NOT TO EXCEED \$88,280.00 FOR PAYMENTS UNDER THIS CONTRACT.

RECOMMENDATION: Adopt a resolution authorizing the execution of a contract with the architectural firm, Workbench, to prepare the architectural drawings required for the Accessory Dwelling Unit Demonstration Project and to authorize the use of the Successor Agency Affordable Housing Fund to cover the costs related to this contract.

6. STUDY SESSION

A. SHORT TERM RENTAL PROGRAM REVIEW

RECOMMENDATION: Receive report and provide direction on staff recommendations.

7. CLOSED SESSION

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

1. Disposition of Divarty Street within APN 031-031-018. Negotiator for the City: Craig Malin, City Manager, et. al. Instructions to negotiator will concern price, terms of payment or both.
2. KB Bakewell Seaside Venture ENA: Surplus II (APNs: 031151029, 031, 032, 039, 040) and "26 acres" (APNs: 031151054, 055 and 056) land sites. Negotiator for the City: Craig Malin, City Manager, Under Negotiation: Price, terms of payment or both.

B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

RECOMMENDATION: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 Case

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 6, 2020
7:00 p.m.

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.: 5.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer

DATE: January 23, 2020

**SUBJECT: APPROVE A CONTRACT AGREEMENT WITH MONTEREY
PENINSULA ENGINEERING TO CONSTRUCT EMERGENCY
STORM DRAIN REPAIRS IN THE AMOUNT OF \$43,900.**

PURPOSE & RECOMMENDATION

It is recommended to retain Monterey Peninsula Engineering for emergency construction of storm drain repairs across Fremont Boulevard near Birch Avenue in the amount of \$43,900.

BACKGROUND

In December of 2019 public works crews discovered a small sink hole in a landscaping area located at the northwest corner of Fremont Boulevard and Birch Avenue. Further investigation revealed portions of the 18" corrugated metal storm drain pipe that crosses Fremont Boulevard had completely corroded.

The preferred method of repair is to clean the existing storm drain pipe and slip line a 16" diameter HDPE (plastic) pipe inside the existing corrugated metal storm drain pipe. Slip line repairs involve minimal excavation and thereby limited impact to traffic during construction. Furthermore, the plastic pipe provides better flow rate capacity than the corrugated metal pipe.

At the request of Engineering staff, Monterey Peninsula Engineering submitted a Proposal to clean, investigate and construct repairs to the storm drain pipe. Staff recommends the City Council adopt the attached resolution approving a contract

Agreement with Monterey Peninsula Engineering and authorize the District Manager to execute the Agreement.

Environmental Compliance:

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301 (b), "Existing Facilities" the following actions are categorically exempt;

"... permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, ... involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. ... Examples include but are not limited to:

"Existing facilities of both investor and publicly owned utilities used to provide ... sewerage, or other public utility services."

Evidence:

The work consists of repairs to existing storm drain pipe.

FISCAL IMPACT

The stormwater subcontracted work account (271-8110-2073) has an available balance of \$28,693. The stormwater state waste discharge fee account (271-8110-1045) has an available balance of \$12,222 and the stormwater consultant account (271-8810-1030) has an available balance of \$30,000. It is recommended the finance director allocate \$12,222 from account 271-8110-1045 and \$3,000 from account 271-8110-1030 to account 271-8110-2073 to fund the contract agreement.

ATTACHMENTS

1. Resolution
2. Contract Agreement

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2020- XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING A CONTRACT AGREEMENT WITH MONTEREY PENINSULA
ENGINEERING FOR AN AMOUNT NOT TO EXCEED FORTY THREE THOUSAND
NINE HUNDRED DOLLARS (\$43,900) FOR EMERGENCY CONSTRUCTION OF
STORM DRAIN REPAIRS**

WHEREAS, On December 16, 2019 public works staff discovered a small sinkhole near the northwest corner of Fremont Boulevard and Birch Avenue; and

WHEREAS, Engineering staff requested Monterey Peninsula Engineering perform the emergency construction of storm drain repairs for the City; and

WHEREAS, Monterey Peninsula Engineering submitted a proposal to perform the emergency storm drain repairs for the City; and

WHEREAS, the Engineering staff has determined that the proposed scope of work and budget are reasonable; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the District Manager to execute a contract Agreement with Monterey Peninsula Engineering for an amount not-to-exceed Forty Three Thousand Nine Hundred Dollars (\$43,900) to provide construction services as described in Agreements attached hereto, and authorize the City Manager to execute the Agreement; and

NOW THEREFORE, BE IT FURTHER RESOLVED, the City Council authorizes the Finance Director to allocate \$12,222 and \$3,000 from accounts 271-8110-1045 and 271-8110-1030 respectively to account 271-8110-2073 to fund the contract agreement.

PASSED AND ADOPTED at a special meeting of the City Council duly held on the 23rd day of January 2020, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
EMERGENCY STORM DRAIN REPAIR**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 20_____, between the City of Seaside, a municipal corporation ("City") and MONTEREY PENINSULA ENGINEERING, a Partnership, ("Contractor") whose current and valid Contractor's License # 972425, 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 DECEMBER 31, 2021, 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. 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 B 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 A hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit A 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 "A", 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 FOURTY THREE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$43,950.00) 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 ANY TIME; 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

EMERGENCY STORM DRAIN REPAIR 8

Seaside, CA 93955

Attention: City Clerk

To Contractor:

MONTEREY PENINSULA ENGINEERING
P.O BOX 2317
MONTEREY, CA 93942

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

EMERGENCY STORM DRAIN REPAIR 9

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

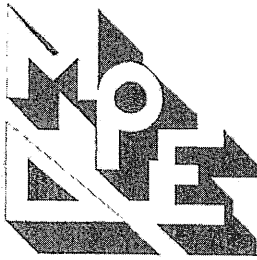
By: 
Paul B. Bruno, Manager

Date: _____

Date: January 14, 2020

Attachments: Exhibit A Scope of Work/Contract Proposal
Exhibit B Insurance Requirements

EXHIBIT A



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

December 27, 2019

City of Seaside
440 Harcourt Ave.
Seaside, Ca. 93955

Re: Storm Drain Repair at Birch & Fremont Budget

We propose to provide labor, equipment & materials to complete the site and infrastructure improvements for the above referenced project.

Our proposal to include the following items of work only:

Storm Drain Repair

To include the following items of work:

- Video and prep existing pipe for liner installation **(\$10,000.00 +/-)**
- Remove existing facilities for installation of HDPE liner
- Furnish and install 16" HDPE liner – 90 lf and grout ends
- AC and concrete patch paving

For the total cost of: \$43,950.00 +/-

We Specifically Exclude:

- All bonds, permits, fees, as-builts, engineering and construction staking
- Compaction testing
- Handling of unsuitable subgrade materials for whatever reason
- Grouting of annular space or installation for pipe spacers
- Proposal based on one move in

If you have any questions or other concerns please contact me at any of the above listed numbers.

Sincerely,

Mike Barthel
Estimator

Accepted by: _____ Dated: _____

EXHIBIT B

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 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.: 5.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

BY: Craig Malin, City Manager

DATE: January 23, 2020

**SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER OR
DESIGNEE TO EXECUTE A CONTRACT WITH WORKBENCH TO
PREPARE THE ARCHITECTURAL DRAWINGS FOR THE
ACCESSORY DWELLING UNIT DEMONSTRATION PROJECT AND
TO AUTHORIZE THE USE OF SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY AFFORDABLE HOUSING FUND IN
AN AMOUNT NOT TO EXCEED \$88,280.00 FOR PAYMENTS
UNDER THIS CONTRACT.**

PURPOSE & RECOMMENDATION

Adopt a resolution authorizing the execution of a contract with the architectural firm, Workbench, to prepare the architectural drawings required for the Accessory Dwelling Unit Demonstration Project and to authorize the use of the Successor Agency Affordable Housing Fund to cover the costs related to this contract.

BACKGROUND

Accessory Dwelling Units (ADUs) are recognized as a critical form of affordable infill development to offer increased housing opportunities that serve different populations ranging from students and young professionals to young families, people with disabilities, and senior citizens and can augment a full and robust affordable housing program.

As part of the City of Seaside's portfolio of strategies to increase affordable housing in the City, strategic direction has been given to staff to focus on mechanisms to encourage the development of Accessory Dwelling Units (ADUs). Encouraging the development of ADUs can improve access to jobs, education and services for residents in our community as well as assist with reducing homelessness.

To encourage resident participation in the development of ADUs an ADU

Demonstration Project has been proposed for the two residential parcels owned by the Successor Agency to the Redevelopment Agency on Canyon del Rey Boulevard. The project will include the rehabilitation of the two existing houses, the design and construction of a site-built detached ADU on the site, and the placement of a pre-manufactured ADU on the site. Upon completion of construction the two ADUs will be made available for tours as a demonstration site and the plans for the site-built ADU will become the City's prototype design to be made available, free of charge, for anyone wishing to build an ADU in the City of Seaside.

In order to select an architectural firm for this project a Request for Proposals was posted on November 13, 2019 with a submission deadline of December 12, 2019. The Selection Committee included City Manager Craig Malin, Chief Building Official, David Little, and Housing Program Manager, David Foster. A total of eight proposals were received and the top five applicants were interviewed.

Workbench was selected as the best architectural firm for this project. Workbench is a woman-owned architecture and construction company based in Santa Cruz. Since their founding in 2016 Workbench has quickly become known as the local experts in ADU design, development and construction. Their commitment to quality design, attention to detail and a commitment to the use of sustainable materials, energy efficiency and ease of construction is a good fit for the development of a prototype design that will hopefully be used many times in the coming years in Seaside. Designer and Project Manager, Siena Shaw, is Workbench's resident expert on ADU requirements, functions and designs. Their proposal stood out especially because they included an outline for the prototype design that proposed the inclusion of several pre-determined design options for both the interior and exterior so that the prototype design can be modified to meet individual preferences and site requirements. They are a creative and flexible architectural firm that can help design a prototype that will meet the needs of many different sites and households. Benchmark was also very aware of the need for the ADU prototype designs and presentation to be very user-friendly. They are also excited about the opportunity to help with the design and presentation of side by side comparison that will be made between the site-built and pre-manufactured ADUs to be developed on the site.

A Scope of Work has been prepared with four development phases and an outline of what the prototype architectural plans will include. A final negotiated contract has been prepared with a total maximum not to exceed price of \$88,280.00. See the attached Scope of Work, Design Development Schedule and the Professional Services Agreement. (Attachments B, C, & D).

The Professional Services Agreement and scope of work has been prepared with a maximum not to exceed contract amount. Until a site survey, environmental testing, and a structural review of the two existing homes have been completed the exact extent of the architectural work that will be required is pending. It is anticipated that

the number of actual hours of work required will be less than that included in this not to exceed contract.

The design development schedule anticipates a total of three months for the completion of the construction documents for the site built ADU. It is anticipated that the plans for the two units to be rehabilitate will be completed much sooner.

Next Steps

Upon authorization to enter into a contract with Workbench the design work will begin. An emphasis will be placed on the preparation of plans for the rehabilitation of the two existing homes so that this work can be completed and the relocation of the renter household can be finalized before the start of construction on the ADUs.

Preparation of working drawings for all phases of the contract will be coordinated closely with the Housing Program Manager and the City's Building Department staff ensuring that the plans will be user-friendly and designed for ease of review in plan check and available for posting on the City's website.

Upon completion of the working drawings, staff will issue an RFP to solicit a contractor to complete the rehabilitation and new construction work. A separate RFP will be issued to select a company to supply a manufactured ADU for installation on the site.

ATTACHMENTS

1. ATTACHMENT A - WORKBENCH RESOLUTION
2. ATTACHMENT B - SCOPE OF WORK
3. ATTACHMENT C - ADU DESIGN SCHEDULE
4. ATTACHMENT D - PROFESSIONAL SERVICES AGREEMENT

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2020-xx

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE**

AWARDING A CONTRACT TO THE ARCHITECTURAL FIRM, WORKBENCH, FOR AN AMOUNT NOT TO EXCEED \$88,280.00 FOR THE PREPARATION OF SCHEMATIC AND WORKING DRAWINGS FOR AN ACCESSORY DWELLING UNIT DEMONSTRATION PROJECT TO INCLUDE THE MAJOR REHABILITATION OF TWO EXISTING HOMES LOCATED AT 1380 AND 1372 CANYON DEL REY BOULEVARD IN SEASIDE, TO PREPARE THE SITE PLAN AND WORKING DRAWINGS FOR A PROTOTYPE DETACHED ACCESSORY DWELLING UNIT (ADU) OF APPROXIMATELY 500 SQUARE FEET TO BE LOCATED IN THE BACK YARD OF ONE OF THE REHABILITATED HOUSES AND TO PREPARE THE SITE PLAN, FOUNDATION AND OTHER DETAILS REQUIRED FOR THE INSTALLATION OF A PRE-MANUFACTURED ADU TO BE LOCATED IN THE BACK YARD OF THE OTHER REHABILITATED HOUSE.

WHEREAS, Accessory Dwelling Units (ADUs) are recognized as a critical form of affordable infill development to offer increased housing opportunities that serve different populations ranging from students and young professionals to young families, people with disabilities and senior citizens and can augment a full and robust affordable housing program; and

WHEREAS, as part of the City of Seaside's portfolio of strategies to increase affordable housing in the City, strategic direction has been given to staff to focus on mechanisms to encourage the development of Accessory Dwelling Units (ADUs). Encouraging the development of ADUs can improve access to jobs, education and services for residents in our community as well as assist with reducing homelessness; and

WHEREAS, to encourage resident participation in the development of ADUs the development of an Accessory Dwelling Unit Demonstration Project has been proposed for two residential parcels owned by the Successor Agency to the Redevelopment Agency on Canyon del Rey Boulevard. The project will include the rehabilitation of the two existing houses, the design and construction of a site-built detached ADU on the site and the placement of a pre-manufactured ADU on the site. Upon completion of construction the two ADUs will be made available for tours as a demonstration site and the plans for the site-built ADU will become the City's prototype design to be made available, free of charge, for anyone wishing to build an ADU in the City of Seaside; and

WHEREAS, in order to select an architectural firm for this project a Request for Proposals was posted on November 13, 2019 with a submission deadline of December

ATTACHMENT A

12, 2019. The Selection Committee included City Manager Craig Malin, Chief Building Official, David Little, and Housing Program Manager, David Foster. A total of eight proposals were received and the top four applicants were interviewed; and

WHEREAS, Workbench was selected as the best architectural firm for this project. Workbench is a woman-owned architecture and construction company based in Santa Cruz. Since their founding in 2016 Workbench has quickly become known as the local experts in ADU design, development and construction. Their commitment to quality design, attention to detail and a commitment to the use of sustainable materials, energy efficiency and ease of construction is a good fit for the development of a prototype design that will hopefully be used many times in the coming years in Seaside. The Workbench proposal stood out especially because they included an outline for the prototype design that proposed the inclusion of several pre-determined design options for both the interior and exterior so that the prototype design can be modified to meet individual preferences and site requirements. They are a creative and flexible architectural firm that can help design a prototype that will meet the needs of many different sites and households, and

WHEREAS, a Scope of Work, Design Development Schedule and Professional Services Agreement have been negotiated with a total not to exceed price of \$ 88,280.

NOW, THEREFORE BE IT RESOLVED, that the Successor Agency to the Redevelopment Agency award a contract to the architectural firm, WorkBench, for an amount not to exceed Eighty-Eight Thousand Two Hundred and Eighty dollars (\$ 88,280.00) for the preparation of schematic and working drawings for the four-unit rehabilitation and new construction Accessory Dwelling Unit Demonstration Project and authorizes the City Manager to execute the contract.

PASSES AND ADOPTED at a joint special meeting of the City Council and Successor Agency to the Redevelopment Agency of the City of Seaside, State of California on the 23th day of January, 2020 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CITY OF SEASIDE DEMONSTRATION ADU PROJECT SCOPE OF SERVICES:

Four distinct design tasks:

1. Schematic Drawings and Construction Drawings for the repair or remodeling of two existing 2-bedroom 800 sq. ft. homes. These homes are located at 1380 Canyon del Rey and 1372 Canyon del Rey. Water fixture upgrades will be a must but unless necessitated by the Caltrans 10 foot right of way we want to minimize any floor plan redesign. Health and safety concerns, of course, are of first concern. Because this site will be a demonstration site owned by the City visual presentation to the street is important and should include a low-maintenance and drought tolerant landscaping plan. The parking for both the existing homes and the two ADUs should be provided within the side yards of these existing homes. Although no parking is required for the ADUs we would like to see one parking space provided for each one. None of the parking should be covered but some exterior storage space should be provided for all units large enough for bicycles, etc. Because the 1380 building has been vacant for a long period careful inspection will be required to be sure that no mold or infestations are a problem. We will want to begin work on this unit as soon as possible so that it can be repaired and then used as the new housing for the family living in the house at 1372. Scope will include construction observation.
2. The design of a prototype one-bedroom, one-bathroom detached ADU, just under 500 square feet in size, to be built on one of the demonstration sites. Plans should include several pre-determined options including a reversed floor plan and interior and exterior material packages and a roofing option including a conventional framing plan for a site-built roof. Ceilings should either offer 9 foot ceiling height or a cathedral ceiling in the living/kitchen area. An all-electric design will help with ease of construction, and reduced carbon footprint for operation and allows for the use of high efficiency mini-split heating system. A water catchment system or grey water system would be a good addition as a part of the demonstration. The scope will include construction observation. The working drawings will be presented in a user-friendly way for use by homeowners considering an ADU for the first time. It will be extremely user-friendly and prepared both for print and presentation on-line
3. Assistance with the selection of a State-approved manufactured just under 500 square foot in size, detached ADU. Work will include preparation of the site plan and foundation work required and construction observation.
4. Assistance with preparation of materials to be used for an on-site ADU demonstration program. A comparison between the site built and manufactured ADUs will be the focus. The two existing homes will be rented as soon as they

ATTACHMENT B

are ready and will not be part of the demonstration tour. The two ADUs, however, may be kept vacant for a month or so, allowing for walk through tours and ADU support meetings. The City's vacant property next door can be used to provide for temporary parking. A matrix comparing the site-built ADU with the manufactured ADU should be included with cost, construction schedule, energy efficiency and long-range ecological foot print included. This work could be charged on an hourly basis

Pricing Summary and Hourly Rates for Scope of Services:

Scope of Services Pricing Table			
Design Task 1 - Working Drawings for Repair/Remodel Work at 1372 and 1380 Canon del Rey		Cost Type	
Phase 1: As Builts and Scope Definition	\$ 6,150	Hourly, Not to Exceed	Hourly
Phase 2: Construction Drawings - Can perform work Hourly or Hard Bid after Phase 1 is complete	\$ 19,555	Hourly, Not to Exceed	Hourly or Hard Bid
Phase 3: Plan Check	\$ 2,400	Hourly, Not to Exceed	Hourly
Total Architecture Services	\$ 28,105	Hourly, Not to Exceed	Hourly
Design Task 2: Prototype 500 SF Stand Alone ADU			
Phase 1: Conceptual Design	\$ 4,995	Hard Bid	\$ 4,995
Phase 2: Schematic Design	\$ 6,244	Hard Bid	\$ 6,244
Phase 3: Design Development	\$ 7,493	Hard Bid	\$ 7,493
Phase 4: Construction Documents and Permitting	\$ 6,244	Hard Bid	\$ 6,244
Phase 5: Construction Administration	\$ 6,850	Hourly as needed, NTE	
Subtotal Architecture Services	\$ 31,825		\$ 24,975
Design Task 3: Selection Assistance and Site Drawings for Manufactured/Prefab +/-500 SF ADU			
Phase 1: Selection Assistance	\$ 5,850	Hourly, Not to Exceed	Hourly
Phase 2: Site Planning and Schematic Design - Can perform work Hourly or Hard Bid after Phase 1 is complete	\$ 2,550	Hourly, Not to Exceed	Hourly or Hard Bid
Phase 3: Construction Documents - Can perform work Hourly or Hard Bid after Phase 1 is complete	\$ 7,350	Hourly, Not to Exceed	Hourly or Hard Bid
Phase 4: Plan Check	\$ 1,800	Hourly as needed, NTE	Hourly
Total Architecture Services	\$ 17,550	Hourly, Not to Exceed	Hourly
Design Task 4: Demonstration Program - Materials Preparation and On Site Workshops			
Phase 1: Materials Preparation	\$ 6,150	Hourly, Not to Exceed	Hourly
Phase 2: On Site Workshop(s)	\$ 4,650	Hourly, Not to Exceed	Hourly
Total Architecture Services	\$ 10,800	Hourly, Not to Exceed	Hourly
Total Scope of Services - Not to Exceed	\$ 88,280		
Hourly Rates			
Principal	\$ 225		
Project Manager/Architect	\$ 150		
Junior Designer	\$ 125		
Project Admin	\$ 75		

*Note – Design Task 3, Phase 1 – Selection Assistance of Prefab/Manufactured ADU assumes vetting 3 companies in more detail and excludes any site visits to factories.

Design Task 2 - Anticipated Schedule

	Task Name	Start	Finish	Duration	Predecessors	Assigned To
1	☐ Project Schedule	01/01/19	03/28/19	63d		
2	Design Contract Executed	01/01/19	01/01/19	0		Client
3	☐ CONCEPTUAL DESIGN	01/01/19	01/21/19	15d		
4	Conceptual Design	01/01/19	01/02/19	2d	2	WB - Design Team
5	Conceptual Design - Meeting with Client	01/02/19	01/02/19	0	4	Client
6	Client Review	01/03/19	01/07/19	3d	5	Client
7	RFP - Geotech and Civil Engineer	01/18/19	01/21/19	1d	5SS +12d	WB - Design Team
8	Conceptual Design - Ongoing	01/08/19	01/09/19	2d	6	WB - Design Team
9	Conceptual Design - Meeting w Client	01/09/19	01/09/19	0	8	Client
10	Client Review and Approval	01/10/19	01/14/19	3d	9	Client
11	☐ SCHEMATIC DESIGN	01/15/19	02/01/19	14d		
12	Schematic Design	01/15/19	01/18/19	4d	10	WB - Design Team
13	Client Meeting	01/18/19	01/18/19	0	12	Client
14	Client Review	01/21/19	01/23/19	3d	13	Client
15	RFP - Structural	01/21/19	01/21/19	1d	13	WB - Design Team
16	Schematic Design - Ongoing	01/24/19	01/29/19	4d	14	WB - Design Team
17	SD - Client Meeting	01/29/19	01/29/19	0	16	Client
18	SD - Client Review / Approval	01/30/19	02/01/19	3d	17	Client
19	☐ DESIGN DEVELOPMENT	02/04/19	03/07/19	24d		
20	Design Development	02/04/19	02/12/19	7d	18	WB - Design Team
21	Structural - Scheduled	02/04/19	02/12/19	7d	20SS	Consultant
22	Check Set From Structural - Due	02/12/19	02/12/19	0	21	Consultant
23	Workbench Internal Meeting	02/13/19	02/13/19	0	22FS +1d	WB - Management
24	Check Set - Review	02/14/19	02/18/19	3d	23	WB - Design Team
25	DD - Client Meeting	02/18/19	02/18/19	0	24	Client
26	DD - Client Review / Approval	02/19/19	02/21/19	3d	25	Client
27	Design Development - Ongoing	02/22/19	03/04/19	7d	26	WB - Design Team
28	RFP - MEPF	02/22/19	02/22/19	1d	26	WB - Design Team
29	Structural - Ongoing Development	02/22/19	03/04/19	7d	26	Consultant
30	Civil - Ongoing Development	02/22/19	03/04/19	7d	26	Consultant
31	Consultants - 100% DD	03/04/19	03/04/19	0	29	Consultant
32	DD - Client Meeting	03/04/19	03/04/19	0	27	Client
33	DD - Client Review / Approval	03/05/19	03/07/19	3d	32	Client
34	☐ CONSTRUCTION DOCUMENTS	03/08/19	03/28/19	15d		
35	Construction Documents - Start	03/08/19	03/21/19	10d	33	WB - Design Team
36	Structural - Ongoing Development	03/08/19	03/21/19	10d	35SS	Consultant
37	MEPF - Ongoing Development	03/08/19	03/21/19	10d	35SS	Consultant
38	Civil - Ongoing Development	03/08/19	03/21/19	10d	35SS	Consultant
39	Consultants - 100% Permit Check Set	03/21/19	03/21/19	0	36, 37	Consultant
40	Permit Prep and Check Set Finalization	03/22/19	03/28/19	5d	35	WB - Design Team
41	Permit Submittal - 100% CD	03/28/19	03/28/19	0	40	WB - Design Team

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and Workbench (Consultant).

- A. Engagement: The City agrees to engage the Consultant to a) prepare schematic and working drawings for the major rehabilitation of the two existing 2-bedroom 800 square foot houses located at 1380 and 1372 Canyon del Rey Boulevard in Seaside, b) prepare the site plan and working drawings for a prototype detached one-bedroom accessory dwelling unit (ADU) of approximately 500 square feet to be located in the back yard of one of the rehabilitated house, c) assist in the selection of and prepare the site plan, utilities and other details required for the installation of a pre-manufactured detached one-bedroom ADU to be located in the back yard of the other rehabilitated house, and d) . (See Exhibit A for a detailed Scope of Work).
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant a maximum not to exceed fee of \$88,280.00 (Eighty-Eight Thousand Two Hundred and Eighty dollars) unless a contract amendment is approved and signed by both parties. (see Attachment B for standard hourly rates to be charged for any additional services)
- D. Expense Reimbursement: City will reimburse for printing and any pre-approved consultant services upon submission of receipts.
- E. Method of Payment: The City shall pay upon receipt of written invoices from Contractor detailing services rendered. Payment shall be made either upon completion of each project phase as detailed in the Scope of Services or at major milestones of each phase. (see Attachment B for Scope of Services)
- F. Term: The term of this agreement shall commence on the ____ day of January, 2020 and terminate on _____2020.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the City, its

ATTACHMENT D

Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

- I. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.
- J. Project Management. The City Manager will represent the City for all purposes under this Agreement. David Foster is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- K. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. It is expressly understood that alteration by the City of any materials developed by the Consultant without the involvement of the Contractor is at the City's sole risk and without liability or legal exposure to the Consultant or any of its sub tier consultants or affiliates.
 - d. All drawings and documents provided to end users require a liability waiver. The terms and language of said waiver will be agreed upon by the Consultant and City.
- L. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
 - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
 - d. It is the intent of the City that the Consultant carry any sub consultants under their umbrella. When required this work shall be added into this agreement via a duly executed written agreement.
 - e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - f. This agreement shall be governed by and construed in accordance with the laws of the State of California.

ATTACHMENT D

- g. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- h. Consultant shall provide the City with a \$1,000,000/\$2,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Contractor: _____

By: _____

Address: _____

Dated: _____, 2014

City of Seaside:

By: Craig Malin
Title: City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 6.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: January 23, 2020

SUBJECT: SHORT TERM RENTAL PROGRAM REVIEW

PURPOSE & RECOMMENDATION

Receive report and provide direction on staff recommendations.

BACKGROUND

In 2018, after a lengthy study process with significant public input, the Short Term Rental program was created, allowing homeowners to house-share their homes for temporary use. The City Council adopted Ordinance 1053 establishing the provisions of licensing short term rentals and Ordinance 1054 which directed all transient occupancy tax (TOT) generated by short term rentals be accounted for in a separate fund with 50% reserved for affordable housing projects and 50% reserved for neighborhood improvement projects.

As the ordinances took effect, the City initiated a paper-based application and permitting system while working toward implementing an online platform for short-term rental licenses. Through use of the paper-based application process, the first short-term rental license was issued on September 1, 2018, and the first transient occupancy tax (TOT) payment was made on August 31, 2018.

During the February 2019 Short Term Rental program review, the Council modified the TOT collection start date to January 1, 2019 and directed staff to proceed with enforcement for non-compliant properties. In February 2019, the City returned \$26,715.45 to STR operators who paid TOT during calendar year 2018.

Presently, applications for business and short-term licenses are online, and available by clicking a link on the City's homepage as well as accepted via paper at City Hall.

The purpose of this report is to update the Council on the status of the program. Below is a detail of the different elements of the program including the licensing process and status, finances and enforcement.

LICENSING & ADMINISTRATION

In fiscal Year 2018-19 46 licenses were issued to operate Short term rentals; 20 for hosted properties (property owner is present during rentals), and for 26 non-hosted properties (property owner is not present during rentals). To date in fiscal Year 2019-2020, 9 licensees have been issued; 5 hosted and 4 non-hosted. There are currently 46 applications that have been submitted, but have not yet been issued licenses. In order to obtain a license, applicants must do the following:

1. Submit a completed application that contains information about the residence and proof of operation as an STR prior to April 10, 2018,
2. Obtain a valid City of Seaside Business License, and
3. Pass an inspection facilitated by the Building and Fire Department.

The STR Program is designed for annual renewals.

INSPECTIONS

All applicants are required to fill out and pass the inspection check list (as attached). Concerns have been expressed that during inspections for short term rentals, the City is mandating ancillary changes to be made that are not included on the inspection sheet, however the City has an obligation to ensure the safety of the homeowner as well as their guests if applicants are choosing to operating their home as a business.

If during the course of an inspection of a Short Term Rental application, the inspector identifies issues that were required to be permitted but were not, that may cause health and safety issues in accordance with the California Building code, they are being issued correction notices and cannot obtain their official license until the corrections are completed.

COMPLAINTS

Initial concerns expressed about allowing STRs was that it would commercialize residential neighborhoods and impact livability. Understanding the need to ensure minimal impacts to neighbors, the City established a complaint hotline as well as online complaint reporting, in addition to the required posting of a 24-hour phone number for

the property owner or manager to ensure all neighbors can communicate any concerns to the City.

To date, only one location has received more than one complaint for neighborhood incompatibility, which have been exclusively limited to noise and parking. Code enforcement has followed up with each complaint received and found the impacts due to close proximity dwelling noises, but nothing considered excessive.

ENFORCEMENT

In 2017 the City had contracted with STR Helper to help provide backup documentation and enforcement assistance for any property not in compliance with the City regulations. This program scans all publically available short term rental listings and archives them for enforcement documentation purposes. Over the last six weeks, staff has been upgrading the platform that will not only scan for advertised rentals, it will verify compliance with our exiting licensed sites, and it will estimate the amount of TOT that should be paid to the City, per site, to verify accurately reporting. If the estimates are not consistent with the payment, the City has the authority to request an audit of a permittee's operations, consistent with our authority for hotels.

To date, the City Attorney's office, Building Department Staff and Code Enforcement have been working collectively to develop an enforcement process, which includes robust documentation, compliance notifications and field checks to the owners of properties which appear to be operating an STR.

ADMINISTRATION

This program is a collaborative effort that spans many departments, not dissimilar similar to other programs. Applications, TOT payments and administrative support is provided by the Building Department Administrative staff, inspections and complaints are facilitated by Building and Code Enforcement, online TOT payments are received and all payments are reconciled by the Finance Department, and enforcement is intended to be facilitated by the City Attorney's office. Going forward, this program will operate out of the City Manager's office, working collaboratively to assist and coordinate with each of the above departments.

PROGRAM INFORMATION

The City website page that targets STR operators has been updated with information regarding rules, regulations, the licensing process, payment of TOT online, a revised good neighbor brochure, dining guides and inspection information. Additionally, information has been made available STR renters as well including license information, a map of all licensed short term rentals and the 24-hour emergency contact information. Short Term Rental scams are increasing and by providing information regarding our

licensed short term rentals, it will allow individuals who are looking for short term rentals to have verification information regarding the legitimacy of rentals and not leave bad impressions on the City of Seaside if they are scammed.

TRANSIENT OCCUPANCY TAX (TOT) COLLECTION & PAYMENTS

As stated above, in February 2019, the City returned \$26,715.45 to STR operators who paid TOT during calendar year 2018 due to implementation delays. Total revenue collected from Short Term Rentals beginning January 1, 2019 is as follows:

January 2019 – June 2019: \$44,645.55

July 2019 to December 2019: \$146,794.10

The City currently facilitates payment of TOT in person, online and has contracted with AirBnB to automate TOT payments for licensees and their guests. This automated payment feature is not available for any other STR platforms at this time, but staff is in process of expanding to other platforms.

CONCLUSIONS & DIRECTION

As with all programs, modification and improvements can always be made to operate more efficiently and effectively. The above report details the status of the Short Term Rental program as it stands today, as well as changes that have been or are in process of being implemented. Below are identified challenges that staff needs direction on. It is recommended that the Council consider the following recommendations for program or ordinance modifications:

1. Prohibition of the use of Accessory Dwelling Units as Short Term Rentals.
2. Consideration to allow property managers to apply for a license, with approval of the property owners
3. The existing Ordinance currently reads that 50% of TOT revenues will be allocated to Neighborhood Improvement and 50% to the City's Housing Fund. Two recommended modifications include:
 - a. The ordinance be modified to read that funds are allocated to the above funds, after the expense of the program are extracted and the "net" revenues be allocated.
 - b. The ordinance be modified to indicate that allocations of funds be done after the fiscal audit has been completed, so that true figures are used and

not just projections, which can be problematic when allocating for projects.

4. Currently, staff is spending an inordinate amount of time processing incomplete applications. Many sit in the que for up to several months waiting for applicant's compliance. During that time the applicants are continuing to operate illegally, and have no incentive to complete the process. Because they are paying their TOT, enforcement has been minimal. Three actions that can be taken to incentivize applicants to complete the process thereby reducing the need to initiate enforcement:
 - a. Limit applications to be considered active for only 45 days. If they are not completed within that time, operators are required to reapply, including resubmission and repayment of the inspection fees, unless there are extenuating circumstances.
 - b. Applications not renewed by the expiration should incur a late renewal penalty, consistent with our business license applications.
 - c. Additionally, the program needs to be modified to explicitly state that the application process is a 1 year rolling cycle, and are not due annually on a specific date, rather than renew all applications every July 1.

ATTACHMENTS

Ord #1053 Short Term Rental Chapter 17
Ord #1054 Short Term Rentals Chapter 3.24
Approved Short Term Rental Addresses
Google Map of approved sites
STR Inspection Form
STR Application form
STR Good Neighbor Brochure

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE No. 1053

AN ORDINANCE OF THE CITY OF SEASIDE

**ADDING SECTION 17.52.251 ENTITLED, "SHORT-TERM RENTAL" TO THE SEASIDE
MUNICIPAL CODE**

FINDINGS

1. There has been an increase in privately-owned residential dwellings being used as short-term rentals in the City of Seaside. Online host sites such as Vacation Rentals by Owner (VRBO), Airbnb and others have become an increasingly popular means to market homes available for transient use,
2. Short-term rentals provide a benefit to the City by expanding the number and type of lodging facilities and will provide increased transient occupancy tax (TOT) revenue to the City.
3. Unregulated short-term rentals introduce the possibility for adverse consequences including a reduction in affordable housing and the commercialization of residential neighborhoods.
4. This Ordinance can ensure neighborhood compatibility, facilitate economic growth within the City and protect the health, safety, and welfare of the City's residents.
5. On September 21, 2017 and October 19, 2017, the City Council held special study sessions to discuss concerns regarding the use of residential dwellings as a short-term rental, and whether to pursue an Ordinance regulating this type of land use. A transient use subject to the collection of a transient occupancy tax (TOT) would be rental from one day to no longer than thirty days. Other discussion points were economic impacts, neighborhood compatibility, noise, safety, cultural enrichment and affordable housing.
6. The Planning Commission reviewed this Ordinance on February 14, 2018 and recommends the Council adopt it.
7. The City prepared an Initial Study and Mitigated Negative Declaration to review the Ordinance pursuant to the California Environmental Quality Act (CEQA), and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on the long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.
8. The proposed Ordinance is consistent with the City's General Plan and the practice of short-term rentals does not constitute a change in the residential land use element as described in the Seaside General Plan.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The foregoing factual recitals are adopted as findings of the City Council.

SECTION 2. A new Municipal Code Section 17.52.251 entitled, "Short-Term Rental" is added by the addition of all text shown as follows:

17.52.251.A Definitions. For the purpose of this Section certain terms used herein have the meanings set forth in this chapter, and such meaning shall prevail in case of conflict with the definitions set forth in SMC.

- (1) "Person" means an individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.
- (2) "Owner" means the person who possesses fee title to a transient use site.
- (3) "Owner representative" means any person authorized by the owner to fully manage the transient use site.
- (4) "Local Contact Person" shall be the person designated by the owner or the owner's authorized representative who shall be available twenty-four hours per day, seven days per week for the purpose of responding within sixty minutes to complaints related to the short-term rental and taking remedial action to resolve such complaints.
- (5) "Remuneration" means compensation, money, rent or other bargained for consideration given in return for occupancy, possession or use of real property.
- (6) "Residential property" means any dwelling unit, except those dwelling units lawfully established as second units established pursuant to Chapter 17.12 of the SMC or as part of a bed and breakfast inn, motel, hotel, timeshare development, or other transient use.
- (7) "Hosted short-term rental" means a dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal shared interest if no other owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers the dwelling or a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the "Hosted short-term rental".
- (8) "Non-hosted short-term rental" means a dwelling unit that is offered for transient occupancy where the owner or shared ownership interest does not occupy the dwelling offered for transient occupancy as his or her principal residence.
- (9) "Guest" means the overnight occupant(s) renting the short-term rental for a specified period of one day and no longer than thirty days and the visitors of the overnight occupants.
- (10) "Good Neighbor Brochure" means a brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to short-term rentals.
- (11) "Transient" means a period of not less than one (1) day and one (1) night nor more than thirty (30) consecutive calendar days.
- (12) "Responsible tenant/guest" means a person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the transient use site,

and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the transient use site, including , but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental.

(13) "Transient use of residential property" means the commercial use by any person of residential property for transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is less than thirty (30) consecutive calendar days.

(14) "Transient use site" and "transient use" mean property occupied and used for transient or short-term rental purposes.

(15) "Use" means the purpose for which land or premises of a building thereon is designed, arranged or intended, or for which it is or may be occupied or maintained.

Transient use of residential property for remuneration is prohibited except (1) as otherwise expressly licensed by this title, or (2) when such use is licensed by a transient use License issued in accord with SMC Section 17.52.252.

(b) **Liability and Enforcement.**

(1) Any owner, owner representative, responsible tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, arranges, or negotiates for the use of, or allows the use of residential property in violation of the provisions of this chapter is guilty of an infraction subject to an administrative citation for each day in which such residential property is used, or allowed to be used, in violation of this chapter.

(2) Violations of this Ordinance shall be treated as a public nuisance and strict liability offense regardless of intent.

(3) A violation of any provision of this Ordinance by any of the guests, owners or operators shall constitute grounds to suspend or revoke a short-term rental license.

SECTION 3. A new SMC Section 17.52.252 entitled, "Short-Term Rental License", is added as follows:

17.52.252.A Statement of Purpose.

The purpose of this chapter is to establish a licensing process, together with appropriate standards that regulate short- term rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of short-term rental use on surrounding neighborhoods; and to preserve the character of neighborhoods in which any such use occurs. This chapter addresses traffic, noise and density; ensures health, safety and welfare of neighborhoods as well as of renters and guests patronizing short-term rentals; and imposes limits on the number of licenses issued to ensure long-term availability of the affordable housing stock. This chapter also sets regulations to ensure enforcement of these standards, and collection and payment of fees and transient occupancy taxes.

This chapter shall not provide any property owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term rental purposes as defined in this chapter.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, short-term rental is necessary to protect the public health, safety and welfare. The purposes of this chapter are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of short-term rental uses, including its non-transferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this chapter.

17.52.252.B Definitions.

(a) The terms "personal", "owner", "owner representative", "local contact person", "remuneration", "residential property", "hosted short-term rental", "non-hosted short-term rental", "guest", "Good Neighbor Brochure", "transient", "responsible tenant/guest", "transient use of residential property", "transient use site", "transient use", "use", as used in this chapter are given the same definition as those definitions set forth in SMC Section 17.52.251.

17.52.252.C Allowed Use.

(a) Transient use of residential property for remuneration is allowed pursuant to SMC Section 17.52.251 or this chapter; provided that a separate Short-Term Rental License has first been granted and validly maintained for each transient use site.

(b) Each transient use must meet all the requirements of this Section. Short-Term Rental Licenses are issued for a one (1) year term. No guarantee is given or implied that Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.

(c) For the purposes of this Section the City recognizes and sets discrete requirements for each of two different classes of Short-Term Rental Licenses. These are Hosted Short-Term Rental and Non-Hosted Short-Term Rental.

(d) Each contract or tenancy that allows transient use shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.

(e) For each initial Short-Term Rental License, and each license renewal, the applicant and each property owner shall submit an inspection report that provides and verifies information, in the form and manner required by the City and the Chief Building Official, to ensure the property is safe and habitable for its intended use, including verification of adequate egress from sleeping quarters and common area, installation of accessible fire extinguishers, and a carbon monoxide alarm on each level, and that the property exists in accord with appropriate land use and building Licenses.

(f) The owner or owner representative shall cause notice of the application or any license renewal, and of any hearing on the application or renewal, to be posted and mailed to notify neighbors within 100 feet of the short-term rental licensed site. The notice shall include a statement of the maximum number of guests licensed to stay in the short-term rental.

17.52.252.D Short-Term Rental License Caps

All short term rentals found to be in existence prior to April 10, 2018 are hereby approved for the period of one (1) year from the effective date of this ordinance.

In years 2019 and beyond the City Council may establish the maximum allowable number of hosted and non-hosted short-term rental licensees annually by Resolution at the second regularly scheduled City Council meeting in July, and in doing so, will project forward the maximum allowable number of non-hosted short-term rental licenses for a period not to exceed three (3) years.

17.52.252.E Limits on Transient Use.

Transient use of residential property for remuneration allowed by SMC Section 17.52.251 or this Section shall be subject to each and every limitation in this Section:

(a) Each contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and e-mail contact information of:

- (1) the owner;
- (2) the owner representative; and
- (3) at least one responsible tenant occupying the transient site who shall be responsible for all limits required by this section.

(b) Each non-hosted contract or tenancy shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed by the owner or owner representative of the occupancy, parking and other limits that apply to transient use by this Section and shall be informed of residential parking and noise limits, including but not limited to SMC Section 9.12, the City codes that regulate unlawful noises.

(c) Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized waste hauler.

(d) A short-term rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including "vacation rental" signs.

(e) Guests of the short-term rental shall comply with City of Seaside Municipal Code Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 a.m.

(f) The owner or owner representative for all non-hosted short-term rentals shall post the in a prominent location within the short-term rental

- (a) owner or owner representative name and telephone number
- (b) local contact person name and telephone number;
- (c) telephone number for Department and Seaside Code Enforcement; the Seaside Police
- (d) the maximum number of parking spaces available onsite;
- (e) trash pick-up day and applicable rules and regulations;
- (f) a copy of City of Seaside Noise Regulations;
- (g) a copy of the Good Neighbor Brochure; and
- (h) Notification that a guest, local contact person, responsible person or owner may be cited and/or fined by the City in accordance with this Ordinance.

(g) The transient use site:

- (1) shall be used and maintained in a manner consistent with the character of the neighborhood;
- (2) shall not impair the desirability of investment or occupation of the surrounding neighborhood; and
- (3) shall not have displayed thereon any sign that indicates the property is used or available for transient or short-term rental purposes.

(h) Owner and Owner representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the transient use site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.

(i) Local contact person shall be on-call full-time (24 hours per day, 7 days per week) to manage the property and shall be able to be physically present at the transient use site within sixty (60) minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted the owner, owner representative or local contact person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two (2) or more complaints regarding guest violations is grounds for penalties as set forth in this chapter. The owner, owner representative or local contact person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within sixty (60) minutes of request.

(j) The maximum number of occupants aged 18 or older authorized to stay overnight at any transient use site shall be determined by the City Building Official.

(k) Each designated on-site parking space at a non-hosted transient use site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site.

(1) Amplified sound that is audible beyond the property boundaries of the transient use site is prohibited.

(m) Commercial functions, and other similar events are prohibited at the transient use site.

17.52.252.F Short-Term Rental License.

It is unlawful for any person to transact and carry on any business relating to or supporting the transient use of residential property in the City without first having procured a Short-Term Rental License from the City, and paying the license fee and any other fees associated with approval of an application for a license, hereinafter prescribed, and also without complying with any and all applicable provisions of this Section. A short-term rental license, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

17.52.252.G Display of Short-Term Rental License.

The owner or owner representative shall cause a copy of the transient use license to be displayed in a prominent location within the interior of the transient use site, and shall provide a copy to each responsible tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a transient use site is available for transient or short-term rental purposes shall prominently display thereon the transient use License number assigned to that site by the City of Seaside.

17.52.252.H Separate Properties.

A separate short-term rental License shall be obtained for each separate transient use site. A single short-term rental License may be issued for multiple residential dwelling units under identical ownership at a single site. In all other circumstances, a separate License shall be required for each transient use site. A transient use License shall authorize the licensed owner to transact and carry on transient use of residential property only at the location and in the manner and subject to the limits designated in such License.

17.52.252.I Contents of License.

Every person required to have a License under the provisions of this Section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this Section the City shall issue to such person a License which shall contain the following information:

- (a) the name and contact information of the owner to whom the license is issued, and the name and contact information for the owner representative, if any;
- (b) the transient use site to be licensed, and whether the license is for a hosted short-term rental or a non-hosted short-term rental;
- (c) the date of expiration of such license;

- (d) the maximum number of occupants aged 18 or older who are authorized to stay overnight at that transient use site determined by the City Building Official;
- (e) the maximum number of motor vehicles allowed for use by overnight guests at that non-hosted transient use site based upon the available on-site parking as shown on the application site plan; and
- (f) such other administrative information as may be necessary for the enforcement of the provisions of this Section.

17.52.252.J Application - First License.

Each short-term rental License shall be in the name of the owner of the real property upon which the short-term rental use is to be licensed and shall be valid until June 30, 2019. When a person first makes an application for a license pursuant to this section, such person shall furnish to the City a sworn Affidavit upon a form provided by the City setting forth the following information:

- (a) the address of the transient use site to which the license shall apply, and all places of residence of the owner(s) of the transient use site;
 - (1) In the event an application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business;
 - (2) In the event an application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof.
- (b) Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual transient occupancy tax to be charged for that property;
- (c) the owner and applicant shall maintain a City business license at all times, and shall agree to collect and remit transient occupancy taxes on all gross receipts pertaining to the transient use site;
- (d) each application shall identify the name, address, phone number and e-mail contact information of the owner and the owner representative;
- (e) each application for a non-hosted license shall include a site plan and floor plan which labels each room and the structures of the property, including the number of square footage of bedrooms and the number of off-street parking spaces;
- (f) the owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the transient use site, and the applicant shall provide access and information to the fire inspector as needed to ensure health and safety for occupants of the transient use site; and
- (g) such further information which the City may require to enable proper administration of the license.

The applicant shall remit all required annual fees in accord with the master fee schedule set by City Council Resolution. The applicant shall agree to renew and/or amend the license in accord with the requirements of this Section, and if there is a change in any material fact stated in the application.

17.52.252.K Renewal of License.

(a) In all cases, the applicant for the renewal of a license shall submit to the City on or before July 1, 2018 an application for renewal containing a sworn Affidavit upon a form to be provided by the City setting forth such information concerning the applicant's transient occupancy activity during the preceding calendar year as may be required by the City to enable the City to verify the amount of the transient occupancy tax paid by said applicant pursuant to the provisions of this Section.

(b) The applicant shall remit the annual license fee as set by Resolution at the same time as the renewal application. The applicant shall submit an annual sworn Affidavit affirming that smoke detectors are installed and maintained on all levels in all sleeping quarters and common areas and that fire extinguishers are accessible, and a carbon monoxide alarm is installed on each level. The applicant shall provide access and information to the inspector as may be needed to ensure health and safety for guests of the transient use site, in order to verify adequate egress from sleeping quarters and common area, and installation of accessible fire extinguishers, and a carbon monoxide alarm on each level.

17.52.252.L Change to license information.

(a) A request to amend any information provided on the license issued pursuant to this Section shall be made within fourteen (14) days of any change of owner, a change of the owner representative, a change in any material fact upon which the License was issued, or if any other person acquires an ownership interest in the transient use site.

(b) In the event that the transient use site ownership transfers to an immediate family member by means of a gift or testamentary transfer the new owner of the property shall also acquire ownership of the existing short-term rental license until its expiration without paying additional fees. The new property title owner shall, within fourteen (14) days of transfer of ownership of the transient rental site, update the information provided on the license issued.

17.52.252.M Evidence of transient occupancy of residential property.

When any owner, owner representative or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows transient occupancy of residential property in the City, and such person fails to provide a sworn Affidavit to the City that he or she does not allow transient occupancy of residential property in the City after being requested to do so, by the City, then such information shall be considered prima facie evidence that he or she is conducting a business in the City by allowing transient occupancy of residential property. Until proper evidence to the contrary is

presented to the City, the City shall be entitled to presume that residential property is subject to the license required by this Section, and/or that the transient use of residential property has occurred at the subject property.

17.52.252.N Statement and records.

No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already licensed owner, or applicant for a License, submit verification of financial information necessary to calculate the transient occupancy tax due, or at the option of the already licensed owner or applicant, may authorize the City to examine records or business transactions to compute the transient occupancy tax that is owed. In addition an owner or applicant is required to furnish proof an affidavit that the subject property was used as a short term rental 12 months prior to April 10, 2018.

17.52.252.O Failure to file statement or corrected statement.

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the licensed owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this Section fails to apply for a license, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in SMC Section 3.24.

17.52.252.P Transient Occupancy Tax

The owner or owner representative shall comply with all the requirements of SMC Chapter 3.24 "Transient Occupancy Tax". For the purposes of SMC Chapter 3.24.010, a short-term rental shall qualify as a "hotel". The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24.

Transient Occupancy Tax collected for short-term rentals shall be set aside in a separate fund account.

17.52.252.Q Appeal of Tax

Any person aggrieved by any decision of the City with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to the administrative enforcement hearing office panel by filing a notice of appeal with the City Clerk within fifteen (15) calendar days after receipt of written notice from the City. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The hearing office shall have authority to determine all questions raised by

such appeal, provided, however, that no such determination shall conflict with any substantive provision of this Chapter.

17.52.252.S Additional Power of City.

In addition to all other power conferred upon the City, the property owner/applicant shall have the power, for good cause shown:

- (a) to extend the time for filing any required sworn Affidavit or application for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued; and
- (b) Whenever any fee, tax or penalty pursuant to this Section is due and payable but has not been satisfied in full within ninety (90) days and/or has not been successfully by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

17.52.252.T License Non-transferrable - Changed Location.

No license issued pursuant to this Section shall be transferable to any other person or location, except as notes in section 17.52.252.2 (B).

17.52.252.U License Denial or Revocation.

Any application for a license may be denied, and any License issued pursuant to this Section may be revoked. Substantial evidence shall be presented as to why the application should be denied, or the license should be revoked for any reasons, including but not limited to:

- (a) a false material statement or misrepresentation has been made in, or in support of, the application;
- (b) a change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required license content within fourteen (14) days;
- (c) the transient use site, or any other location owned by the owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the twelve (12) months immediately preceding;
- (d) the owner, owner representative or applicant has been convicted of any crime involving moral turpitude;
- (e) the owner, owner representative or applicant has failed to timely respond to two (2) or more complaints within the twelve (12) months immediately preceding; and
- (f) the owner, applicant, guest or any occupant of a transient use site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.

17.52.252.V Appeal of Revocation or Suspension.

Any person who has been denied a License or to whom notice of revocation of suspension of a License has been mailed may appeal to the administrative enforcement hearing panel under SMC Section 2.58, pursuant to a request for hearing under SMC Section

2.58. Notice of the proceeding shall conform to SMC Section 2.58.080, and the hearing shall conform to the process set in SMC Section 2.58.090. The hearing officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two (2) year period from applying for a new License. No person whose License has been revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the hearing officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to SMC Section 2.58.180.

17.52.252.W Penalties.

Penalties as set forth in SMC Section 17.80.050 may be imposed for failure to comply with the provisions of SMC Section or this Section, with respect to:

(a) Any owner, owner representative, or person who transacts or carries on any activity relating to or supporting the transient use of residential property in the City without first having procured and complied with a transient use License from the City to do so, and paying all applicable license fees shall be subject to administrative penalties as set forth in SMC Section 17.80.050.A, including administrative penalties imposed by a hearing officer for violation of any provisions of this Code in an amount not to exceed a maximum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a transient use License, whichever amount is greater.

(b) Any owner, owner representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two (2) or more complaints, shall be subject to administrative penalties;

(c) Any owner, owner representative, responsible tenant or person who allows a transient use site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;

(d) Any owner, owner representative, responsible tenant or person who allows impermissible or inappropriate behavior at the transient use site or action that exceed the limits on transient use following two (2) or more complaints;

(e) Limits upon administrative penalties in the SMC Section shall not apply to any violation of this Section.

17.52.252.V Liens.

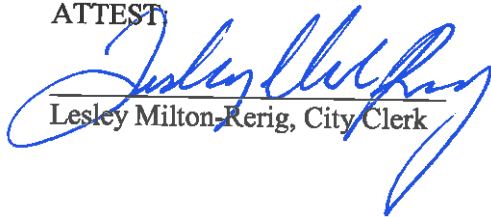
Whenever the amount of any penalty, forfeiture, and/or administrative cost imposed by a hearing officer pursuant to this Section or to SMC Section has not been satisfied in full within ninety (90) days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in SMC.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 5th day of July, 2018 by the following vote:

AYES: 5 COUNCIL MEMBERS
NOES: 0 COUNCIL MEMBERS
ABSENT: 0 COUNCIL MEMBERS
ABSTAIN: 0 COUNCIL MEMBERS

Alexander, Campbell, Jones, Pacheco, Rubio
None
None
None

ATTEST:


Lesley Milton-Rerig, City Clerk

APPROVED:


Ralph Rubio, Mayor

ORDINANCE NO. 1054

AN ORDINANCE OF THE CITY OF SEASIDE

**APPROVING TEXT AMENDMENTS TO CHAPTER 3.24 OF THE SEASIDE
MUNICIPAL CODE**

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

Section 1. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

Section 2. On September 21, 2017 and October 19, 2017, the City Council held special study sessions to discuss concerns regarding the transient use of residential dwellings as a short-term rental, and whether to pursue an Ordinance regulating this type of land use. A transient use is subject to the collection of a transient occupancy tax (TOT) for a rental from one day to no longer than thirty days. Other discussion points were economic impacts, neighborhood compatibility, noise, safety, cultural enrichment and affordable housing.

Section 3. On February 14, 2018 and, April 11, 2018, the Seaside Planning Commission held a public hearings to provide the City Council with a recommendation on the proposed text amendments and considered all oral comments and written information concerning the proposed Ordinance in making its recommendation to the City Council; and

Section 4. On May 3, 2018, the Seaside City Council introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing and acted to continue the first reading to address comments and issues that the City Council discussed should be included in the proposed Ordinance; and

Section 5. On June 21, 2018, the Seaside City Council re-introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing; and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The proposed text amendments to Chapter 3.24 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan.

Evidence: The proposed text amendments will preserve and enhance the residential character of the community.

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Evidence: This Ordinance will include regulations and the collection of TOT to ensure neighborhood compatibility and the protection of the health, safety, and welfare of the City's residents.

3. The exemption from the California Environmental Quality Act (CEQA) has been CEQA Guidelines

Evidence: The City prepared an Initial Study and Mitigated Negative Declaration to review the Ordinance pursuant to the California Environmental Quality Act (CEQA), and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on the long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.

Section 6. The proposed amendments to Chapter 3.24 the Seaside Municipal Code consist of the text amendments to Section 3.24.010 – Definitions - of the Seaside Municipal Code to add new language to include a Short-Term Rental of a dwelling as a hotel use subject to the collection of TOT and add new Section 3.24.121 directing that the collection of TOT from a short-term rental shall be placed in separate fund account by the Finance Director whereby 50% would be reserved for affordable housing projects authorized by the City Council and 50% would be reserved for neighborhood improvement projects authorized by the Neighborhood Improvement Commission. The text amendments are listed below:

*** Proposed added text is shown with bold underline (Underline)**

Section 3.24.010:

Short-Term Rental means a dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal shared interest if no other owner owns a greater interest, allows for a habitable portion thereof in part or as a whole for the transient use occupancy by visitors the same as for a "hotel".

Section 3.24.121 Affordable Housing and Neighborhood Improvement

- A. **50% of the Transient Occupancy Tax collected from short-term rentals shall be set-aside in the City of Seaside Housing Fund to be used to assist with affordable housing projects/activates in accordance with the direction of the City Council and 50% of the Transient Occupancy Tax shall be directed toward community and neighborhood park improvements, with recommendations to the City Council by the Neighborhood Improvement Commission.**

Section 5. 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, sentences, clauses or phrases even if certain parts are held to be unconstitutional, invalid or unenforceable.

Section 6 Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

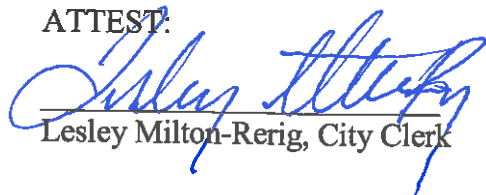
INTRODUCED at a regular meeting of the City Council of the City of Seaside on the 21st day of June, 2018, and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

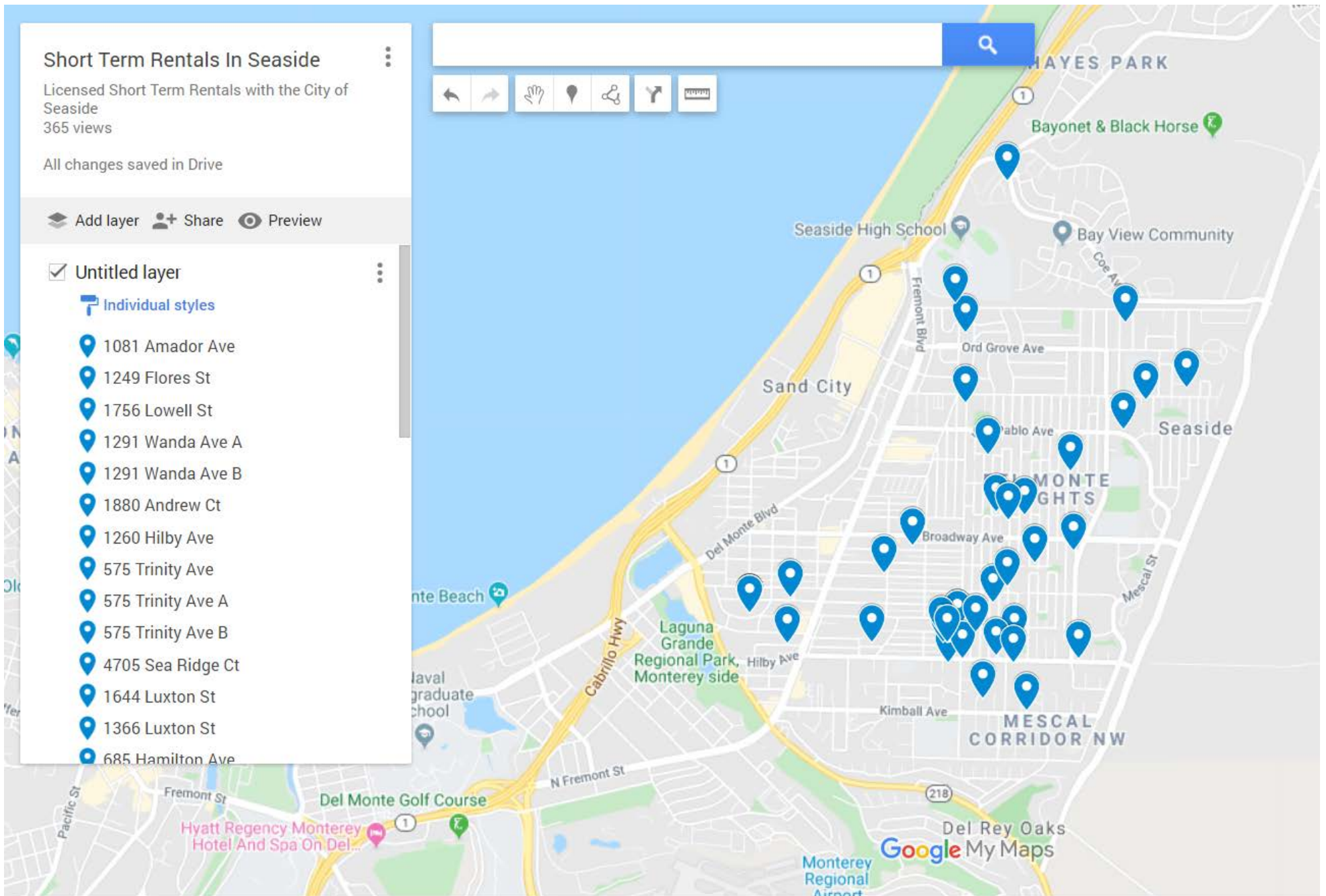

Ralph Rubio, Mayor

ATTEST:


Lesley Milton-Rerig, City Clerk

**APPROVED SHORT TERM RENTALS
CITY OF SEASIDE
As of January 1, 2020**

1081	Amador Ave
1489	Elm Ave
765	Palm Ave
1880	Andrew Ct
1260	Hilby Ave
1881	Noche Buena Street
1299	Wanda Ave
1291	Wanda Ave A & B
1261	Harcourt Ave
630	Hilby Ave
1059	Harcourt Ave
1124	Madera Court
1248	Wanda Ave
1100	Buena Street
1272	Kenneth St
1173	San Pablo Ave
1726	Soto St
1265	Harcourt Ave
575	Trinity Ave
4705	Sea Ridge Ct
1644	Luxton St
1366	Luxton St
1601	Hilby Ave
1173	Palm Ave
1431	Waring St
1625	Waring St
11	Valmar Ct
685	Hamilton Ave
1277	Military Ave
2030	Noche Buena Street
1436	Hilby Ave
649	Lopez Ave
1645	Harding Street
1636	Flores Street
1391	Hilby Ave
4710	Sea Ridge Ct
1181	Placer Street
530	Trinity Ave
2070	Mariposa Street
1774	La Salle Ave
1146	Santa Ana Ave
1798	Broadway Ave
1782	Juarez St
565	Harcourt Ave
1361	Darwin Street
1128	Amador Ave
3	Villanova Ct
1249	Flores Street
675	Harcourt Ave
1756	Lowell St
9	Miguel Ave
1033	Wanda Ave





City of Seaside Short Term Rental Inspection Form

To schedule an inspection: (831) 899-6727

Bedrooms:
Square Footage:
Parking Spaces:

Site Address:	APN #:	Application #:
Owner's Name:	Owner's Phone #:	Receipt #:
Property Mgr (if applicable):	Property Mgr's Phone #:	Inspector:

(All shaded areas to be completed by the inspector)

☐ Dwelling has passed inspection and is approved for rental.	☐ Deficiencies identified below must be corrected re-inspection and approval is necessary prior to rental of this unit
---	---

Approved	Not Approved	Self-verified as compliant	Inspectors Comments:
☐	☐	☐	Lighted address sign visible from the street.
☐	☐	☐	Working smoke detectors in each bedroom and the area(s) immediately outside of the bedroom(s).
☐	☐	☐	A minimum of (1) working carbon monoxide detector installed on every floor.
☐	☐	☐	A minimum of (1) extinguisher per floor. Required extinguishers must be serviced or purchased annually, be wall mounted Type 2:A-10B:C, and located in a conspicuous location(s).
☐	☐	☐	At least (1) window and/or door from each bedroom that opens directly to the exterior for emergency egress.
☐	☐	☐	A minimum of (1) operable window in habitable rooms for ventilation (ie: living rm, family rm, dining rm).
☐	☐	☐	No exposed wiring and/or overloaded circuits.
☐	☐	☐	No permanent use of extension cords for appliances, heaters, lamps or other fixtures.
☐	☐	☐	No evidence of pest infestations.
☐	☐	☐	No accumulation of trash and/or debris outside.
☐	☐	☐	Fireplace(s) have screens to prevent sparks and rolling logs. If using gas logs, dampers must be permanently fixed in open position.
☐	☐	☐	All appliances, furnaces, and water heaters must be operational. Water heaters must be properly secured. No combustible materials stored around or within water heater and furnace compartments.
☐	☐	☐	All steps, stairways, decks and railings are stable and structurally sound. Stairways with four or more risers have a handrail on at least one side.
☐	☐	☐	No unpermitted structures and/or work requiring permits.
☐	☐	☐	Basic First Aid kit at the premises
☐	☐	☐	Sign posted in a prominent location with owner or owner representative name and phone number; local contact person name and phone number; phone numbers for Seaside PD and Code Enforcement; maximum number of onsite parking spaces; trash pick-up day and rules; copy of Seaside noise regulations; copy of Good Neighbor Brochure; notification that a guest, local contact person, responsible person or owner may be cited and/or fined by the City in accordance with this Ordinance.

Declaration on the back side of this form must be signed by the Owner or Owner's representative.

Self-verification declaration for Short Term Rentals

I, the undersigned property owner/manager, declare under penalty of perjury that the information provided above is true and correct. Furthermore, I affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas and that fire extinguisher are accessible. I agree to provide access and information to the fire inspector as needed to ensure health and safety for occupants of the transient use of my property. I understand that the City may require additional information to enable proper administration of my short-term rental license and that I am required to renew / amend the license in accordance with the requirements of City of Seaside Ordinance 1053 if there is a change in any material fact stated in the application. I further understand that I am signing this declaration under penalty of perjury and that perjury is punishable under California Penal Code Section 125 by imprisonment for a period of two (2) to four (4) years.

Signature (Property Owner/Manager)

Date

Print Name

Print Title

SHORT-TERM RENTAL LICENSE APPLICATION

Please bring or mail to the Finance Department

Property Owner's Name _____

Phone _____ Cell Phone _____

Mailing Address _____

City _____ State _____ Zip _____

Property Owner's Email Address _____

Property Address _____

Assessor's Parcel # _____

Property Manager _____

Property Manager's Phone# (Work/Cell) _____

Property Manager's Email Address _____

City Business License Number _____ **Or** Applied For? _____

Rental will be: ☐ Hosted ☐ Non-Hosted (attach site and floor plan to application)

House Living Area (Square Footage) _____ Number of Bedrooms _____

Number of on-site parking spaces _____ Spa (circle one) Y ☐ N ☐ Interior ☐ Exterior

Lead Contact Person - Must be available 24/7 and be able to respond to take remedial action to resolve complaints within 60 minutes.

Name _____ 24/7 Phone (Home/Cell) _____

Address _____

Prior to using this property as a private home rental, all inspections must be passed and rental approval issued.

I, the undersigned property owner/manager, declare under penalty of perjury that the information provided above is true and correct. Furthermore, I affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas and that fire extinguishers are accessible. I agree to provide access and information to the fire inspector as needed to ensure health and safety for occupants of the transient use of my property. I understand that the City may require additional information to enable proper administration of my short-term rental license and that I am required to renew / amend the license in accordance with the requirements of City of Seaside Ordinance 1053 if there is a change in any material fact stated in the application. I further understand that I am signing this declaration under penalty of perjury and that perjury is punishable under California Penal Code Section 126 by imprisonment for a period of two (2) to four (4) years.

Signature (Prop Owner/Mgr)

Date

Print Name

Print Title

CITY USE ONLY:

Rec'd By (Initials) _____ Date: _____ Proof of STR: _____

B/L # verified by: _____ REGISTRATION # _____ DATE ISSUED: _____

☐ Non-Hosted site / floor plan Attached ☐ Inspection Report Attached



IMPORTANT NUMBERS

- **Seaside Code Enforcement**
831-899-6729
- **Seaside Police Department
(Non-Emergency)**
831-394-6811
- **Seaside Police/Fire
Emergency**
9-1-1

**Enjoy your stay in
Seaside!**

Thank you for being a good
neighbor!

WHAT ELSE SHOULD I KNOW?

It is important to be a good neighbor – whether you're at home or on vacation. Please keep your neighbors in mind during your stay in Seaside. Compliance with these rules will assure that you and your neighbors will both enjoy your stay.

Disturbance or violations of the City's Short-Term Rental Ordinance (SMC 17.52.251) could result in citations or fines from the City, or even eviction by the owner. Most importantly, we hope you enjoy your stay in Seaside. We are glad you are here! For information on things to do and see, please visit our website:

WWW.CI.SEASIDE.CA.US

Good Neighbor Information

**CITY OF SEASIDE
SHORT-TERM RENTAL
PROPERTIES**



Welcome to Seaside

It is our pleasure to welcome you and hope you have a great time experiencing all that Seaside has to offer.

We encourage you to review the important information included within this *Good Neighbor* brochure regarding your stay in a short-term rental.

Please remember that you are vacationing among many permanent residents who chose Seaside as a quiet, safe place to live. They, and the City, are looking to you to help preserve that special sense of peace and quiet.

In short, being a short-term renter means simply being a good neighbor.

**THIS PROPERTY
IS OWNED BY:** _____

OWNER PHONE: _____

LOCAL CONTACT

This person will respond within 60 minutes if you have a problem - 24/7

CONTACT NAME: _____

PHONE: _____

CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955

PHONE: 831-899-6700
WWW.CI.SEASIDE.CA.US

What you need to know...



PARKING

Please use on-site parking, as much as possible. Never park in front of someone else's driveway or block a fire lane.

Number of on-site parking spots: _____

TRASH & RECYCLING

During your stay, please keep rental property clean and use the appropriate container for trash, recycling and green waste.

Trash is picked up on: _____

Recycling is picked up on: _____

NOISE

Enjoy your peaceful stay in the neighborhood and be mindful of your neighbors who are not on vacation. Please do not create noise disturbances or engage in disorderly conduct. The noise ordinance SMC Chapter 19.12 regulates noise and requires quiet hours between **10 PM and 7 AM**. Please adhere to this ordinance and be respectful of your neighbors.