



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Oldemeyer Center
986 Hilby Avenue
Thursday, March 19, 2020
7:00 PM

This meeting has been moved to the Oldemeyer Center to follow new social distancing guidelines, while providing the opportunity for the public to register opinions regarding matters on the City Council agenda. Pursuant to County Public Health Officer Shelter in Place order effective March 18, 2020, you are discouraged from attending this meeting.

This meeting will be limited to 18 members of the public.

Virtual options for participation include:

- Emailed comments to cityclerk@ci.seaside.ca.us received up to that agenda item, will be read into the record for up to three minutes.
 - Watch and comment on the live broadcast live via YouTube video stream <https://youtu.be/IhVfB8NDD8w>;
 - Audio only participation via Zoom Meeting link: <https://zoom.us/j/177248350>
Meeting ID: 177 248 350 or by calling 1-669-900-9128.
-

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

A. 2020 CENSUS

8. SPECIAL BUSINESS ITEM

A. RECEIVE COVID-19 UPDATE AND ADOPT RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY

9. CONSENT AGENDA

A. APPROVE MINUTES FROM MARCH 5, 2020

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 22, 2020 through March 6, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 28, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,529,038.02.

C. PROCLAMATION DECLARING MARCH AS AMERICAN RED CROSS MONTH

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS SWIM TEAM

RECOMMENDATION: Approve a request from Seaside High School Swim Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs associated with purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team.

E. APPROVE A FEE WAIVER REQUEST FROM THE VILLAGE PROJECT INC FOR

THE USE OF LAGUNA GRANDE HALL FOR THEIR MAE C. JOHNSON AFTER-SCHOOL ACADEMY 10TH ANNUAL CELEBRATION OF EXCELLENCE EVENT

RECOMMENDATION: Approve a fee waiver request by The Village Project in the amount of Seven Hundred, Sixty-Eight Dollars and Twenty-Five Cents (\$768.25) for the use of Laguna Grande Hall for their Mae C. Johnson After-School Academy 10th Annual Celebration of Excellence Event.

F. APPROVE A RESOLUTION APPROVING A CONTRACT FOR \$27,500 WITH PYRO SPECTACULARS AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT

RECOMMENDATION: Authorize the City Manager to sign the contract with Pryo Spectaculars for the fireworks sky concert on July 4th 2020 not to exceed \$27,500.

G. ADOPT A RESOLUTION ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION FOR NOVEMBER 3, 2020

RECOMMENDATION: Per Elections Code Section 1002 and the Seaside Municipal Code, this item is requesting the Council authorization to call for an election on November 3, 2020, declaring two council member and one mayoral seat, to consolidate the election with the general municipal election and authorize the Monterey County Registrar of Voters to provide for election services for the election.

10. PUBLIC HEARING

A. ADOPTION OF CEQA FINDINGS AND THREE ORDINANCES IMPLEMENTING THE CAMPUS TOWN PROJECT, INCLUDING ZONING MAP AND TEXT AMENDMENTS, ADOPTION OF THE CAMPUS TOWN SPECIFIC PLAN, AND ADOPTION OF A DEVELOPMENT AGREEMENT (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION:

1. Adopt a CEQA Finding that "There has been no change to the Campus Town project or substantial changes in circumstances or new information that would warrant subsequent or supplemental

environmental analysis in accordance with CEQA.”

2. Adopt the ordinance included as Attachments C and D approving the campus town specific plan which sets development standards for property generally located east of 1st Avenue, west of 7th Avenue, south of California State University Monterey Bay and north of Gigling Road.
3. Adopt the ordinance included as Attachment G creating the “campus town specific plan” zoning district and rezoning the campus town project area to the campus town specific plan zoning district, generally located east of 1st avenue, west of 7th avenue, south of California State University Monterey Bay and north of Gigling Road.
4. Adopt the ordinance included as Attachments E and F approving a development agreement for the Campus Town Project.

B. ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE TITLE 13, CHAPTER 10.060 MUNICIPAL WATER SYSTEM – ENFORCEMENT MEASURES - DELINQUENCIES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt the draft ordinance amendment as presented, amending Municipal Code Title 13, Chapter 10.060 to modify the enforcement measures for delinquent accounts for the Seaside Municipal Water System, pursuant to the California Senate Bill 998 (SB998).

11. BUSINESS ITEMS

A. REVIEW ORDINANCE AND RESOLUTION REGARDING PLACEMENT OF ITEMS ON THE COUNCIL AGENDA SUCH THAT THE ORDINANCE AND RESOLUTION ARE CONSISTENT

RECOMMENDATION: Provide clear direction on agenda setting procedures.

12. COUNCIL MEMBER REQUESTS

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

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

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 2, 2020
7:00 PM

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney
Craig Malin, City Manager
Lesley Milton, Assistant City Manager

DATE: March 19, 2020

**SUBJECT: RECEIVE COVID-19 UPDATE AND ADOPT RESOLUTION
RATIFYING PROCLAMATION OF LOCAL EMERGENCY**

PURPOSE & RECOMMENDATION

That the resolution be adopted, in the best interest of the public health of the Seaside community.

BACKGROUND

A severe respiratory illness caused by a novel coronavirus (COVID-19) was first detected in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat, based on current information. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. Symptoms of the virus include fever, cough, and shortness of breath and infected individuals have experience a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear 2-14 days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-9. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill.

The number of reported cases of COVID-19 has escalated dramatically over a short

period and have spread worldwide. According to the World Health Organization as of March 11, 2020, COVID-19 has spread globally to over 118 countries, infested more than 125,000, and killed more than 4,000 individuals. As of March 13, 2020, there are 247 positive cases and five (5) deaths in California. Of those, the number of COVID-19 cases in Santa Clara County grew by a third overnight from 48 to 66, according to the Public Health Department. The County of Santa Cruz is reporting seven (7) cases of COVID-19 at this time. Although, Monterey County does not yet have any reported cases, preparations to prevent the spread of this illness is a substantial public health risk.

On March 13, 2020, the City Manager, acting as the Director of Emergency Services, issued a Proclamation of Local Emergency related to preventing and mitigating the spread of the COVID-19 virus. Both Seaside Municipal Code chapter 2.40 as well as Government Code section 8655 require that the City Council ratify the Director of Emergency Services Proclamation of Local Emergency.

Making a Proclamation of Local Emergency is a cornerstone to protecting a City from legal exposure. A properly issued declaration ensures that the City receives protections and immunities connected to the emergency response. Declaring a state of emergency provides local governments with the powers necessary to coordinate and implement plans aimed at protecting people and property during a disaster, and permits a local governing body to promulgate orders and regulations necessary for the protection of life and property, such as imposing a curfew and ordering the demolition of unsafe structures. The Governor of the State of California issued a series of orders designed to mitigate the spread of COVID-19. Some components of the Governor's Executive Order N25 are as follows:

- Waives the one-week waiting period for people who are unemployed and/or disabled as a result of COVID-19;
- Delays the deadline for state tax filing by 60 days for individuals and businesses unable to file on time based on compliance with public health requirements related to COVID-19 filings;
- Directs residents to follow public health directives and guidance, including to cancel large non-essential gatherings that do not meet state criteria;
- Readies the state to commandeer property for temporary residences and medical facilities for quarantining, isolating or treating individuals;
- Allows local or state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically; and
- Allows local and state emergency administrators to act quickly to protect public health.

The City of Seaside will be instituting the following measures to mitigate and lessen the spread of the COVID-19 virus as follows:

- Initiation of social distancing protocols, allowing a minimum of six feet between all individuals

- Taking extra steps to clean and disinfect City work areas and public buildings.
- Encouraging anyone needing services from the City to seek those services via phone or email. A directory of City Departments is available here.
- All non-essential travel for City business or train through April 10. This includes all attendance at any bus ice, workshop, or meeting where City business cannot be reasonably conducted with appropriate social distancing of 6 feet or more and visible increased hygiene methods.
- City recreation programs and use of facilities where adequate social distancing cannot be maintaining will be suspended through April 10, at the earliest.
- City meetings will be moved to locations where social distancing can be maintained, and the City will facilitate public involvement through electronic means. The March 19 City Council meeting will be held at the Oldemeyer Center, with provisions for in-person through socially distant communication and off-site participation via emails submitted to cityclerk@ci.seaside.ca.us up to the agenda item being heard and/or comments via our YouTube meeting videos.

City public safety, public works, permitting, inspection and support functions are continuing, consistent with a continuity of operations plan.

City staff will be using all possible communication channels to get this information disseminated to the public including media release, social media, direct mail, electronic distribution blasts and in some cases personal phone calls. These actions are being taken based on the best information we have at this time from public health officials and mandates from the federal and state level. The City is in daily communication with County, MPUSD and surrounding municipal officials to coordinate actions. We will continue to update our operations as more information becomes available.

These measures will cause some level of disruption. We request patience from the community as these measures are intended to protect all of us by limiting opportunities for exposure, so we can lessen the spread of the COVID-19 virus.

FISCAL IMPACT

Unknown at this time.

ATTACHMENTS

1. Resolution 2020-local emergency
2. Proclamation of Local Emergency

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS on March 13, 2020, the Director of Emergency Services for the City of Seaside issued a Proclamation of a Local Emergency for the City of Seaside related to the prevention and mitigation of the spread of COVID-19 pandemic; and

WHEREAS, on March 4, 2020, the Governor of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, the Governor of California issued Executive Order N-25-20 ordered measures that are intended to assist state and local government to prevent and mitigate the effects of the COVID-19 pandemic; and

WHEREAS, pursuant to Seaside Municipal Code Chapter 2.40 where the Director of Emergency Services proclaims a local emergency, the City Council must ratify said declaration within seven (7) days after such proclamation; and

WHEREAS, the City Council does hereby find that 1) the circumstances of the pandemic spread of COVID-19 as described in the Director's Declaration of Local Emergency do constitute a risk of extreme peril and support and justify the declaration of local emergency set forth therein; 2) the request for the Governor of the State of California to proclaim a stage of emergency; and 3) the request to make additional assistance available, including but not limited to California Disaster Act assistance; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby ratifies the Director's Declaration of Local Emergency, effective immediately upon the adoption of this resolution.

BE IT FURTHER RESOLVED, that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Seaside; and

BE IT FURTHER RESOLVED, that the City Manager's actions to ensure public safety and the safety of City staff including closing City facilities, cancelling public meetings, and placing staff on paid administrative leave including but not limited to the measures outlined in Exhibit A are ratified and authorized during the pendency of the local emergency; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to take whatever other action is authorized under the Seaside Municipal Code, and state and federal law, subject to authorization required from the City Council, consistent with this Resolution and its basic purposes;

BE IT FURTHER RESOLVED, that the City Manager is authorized to enter into mutual aid and other inter-agency agreements and his contracting authority is temporarily increased to fifty thousand (\$50,000) for purposes related to the acquisition of goods and services required to timely respond to local emergency operations, subject to ratification by the City Council at its next regularly scheduled meeting.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of March 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT A

1. All City operations will enforce social distancing of six feet and engage in visible hygiene practices.
2. All City gatherings in excess of 50 people have been cancelled for the next eight weeks except as statutorily required or necessary for public health or public safety. This includes facility rentals.
3. All Commission / Committee meetings requiring in-person attendance are cancelled except as statutorily required or necessary for public health or public safety.
4. All 65+ year old employees and those who are immune-compromised are to engage in home isolation.
5. Code enforcement will be focused on life safety matters.
6. The Police Department lobby is closed and to the extent possible, all calls of a less critical nature will be taken over the phone.
7. All City volunteers will be asked to postpone their in-person group efforts until further notice.
8. The Pattulo Swim Center is closed.
9. Full-time and non-seasonal part-time employees in home isolation, or on a modified schedule with isolated work shifts will retain paid status on Administrative Leave, through April 16, or as otherwise approved by the City Council.



**PROCLAMATION OF LOCAL EMERGENCY
THE CITY OF SEASIDE
(GOV. CODE §8630)**

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, the Governor of California issued Executive Order N-25-20 ordered measures that are intended to assist state and local government to prevent and mitigate the effects of the COVID-19 pandemic; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infested more than 125,000, and killed more than 4,000 individuals as of March 11, 2020 per the World Health Organization; and

WHEREAS, on March 9, 2020, up to 24 passengers deboarded in the City of Monterey from the Grand Princess cruise ship are being relocated to Pacific Grove. The same cruise ship had been held off the coast of California after another group of previously identified people, 19 crew members and two passengers, tested positive for COVID-19. These cities are adjacent to the City of Seaside; and

WHEREAS, on March 11, 2020, the Center for Disease Control and Prevention (CDC) issued recommendations for 30-day mitigation strategies for the County based on the current situation with COVID-19 transmission and affected health-care facilities, including the recommendation to cancel large gatherings (e.g. larger than 250 people) or move to smaller groupings; and

WHEREAS, on March 11, 2020, the Governor of the State of California announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the state until at least the end of March; and

WHEREAS, the health, safety, and welfare of the City of Seaside residents, businesses, visitors, and staff is of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, the Director of Emergency Services of the City of Seaside does hereby find:

1. That efforts required to prepare for, respond to, mitigate, and recover, from the increasing spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses of the City, requiring diversion of resources from day-to-day operations; and
2. In addition to the above facts, conditions or threatened conditions caused by COVID-19, including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within said City; and
3. These conditions are, or are likely to be beyond the control of the services, personnel, equipment and facilities of the City of Seaside; and
4. All City officers and employees take all steps requested by the Public Health Officer to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and
5. All City officers and employees take all steps requested by the Public Health Officer to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and
6. The City Council of the City of Seaside is not in session and cannot immediately be called into session.

NOW THEREFORE IT IS HEREBY PROCLAIMED that a LOCAL EMERGENCY now exists throughout said City.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existing of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, by ordinances and resolutions of this City; and that this emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the governing body of the City of Seaside.

DATED: MARCH 13, 2020

By: _____


Craig Malin, City Manager
Director of Emergency Services



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
Thursday, March 5, 2020
7:00 PM

1. CALL TO ORDER

7:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Oglesby, Pacheco, Campbell, Wizard, Kisperksy

ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Harold Lusk, Ron Britt, Mel Mason, Lori Medina, Dave Lessicar, Regina Mason, Steven Goings, Darryl Choates, Analise Mitchell, Miriam Smith, Franco Pacheco, Ramona Olaeta-Reed, Nancy Town, Dennis Volk, Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

City Manager Craig Malin announced April 27-May 1 DPZ - Seaside Visioning Workshop for Seaside East - more information coming soon!

Gloria Stearns, City of Seaside Community Development Manager - announced Seaside Chats on March 12, 2020 at 5:30 p.m. on the topic of Housing.

7. PRESENTATIONS

A. PRESENTATION OF THE FEBRUARY 2020 HOUSE OF THE MONTH

Action: Postponed to a future meeting

8. CONSENT AGENDA

On motion by Mayor Pro Tem Pacheco and second by Councilmember Campbell and carried by the following vote the City Council approved the Consent Agenda as presented.

RESULT: 5-0-0-0

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM FEBRUARY 20, 2020

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL CHEERLEADING TEAM

Action: Approved

D. APPROVE A FEE WAIVER REQUEST FROM THE LULAC COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

Action: Approved

E. ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO PRECISION GRADE INC. FOR AN AMOUNT NOT TO EXCEED \$53,235 FOR THE WANDA AVENUE SIDEWALK REPAIR PROJECT

Action: Approved (Resolution 20-04)

9. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER THE CAMPUS TOWN PROJECT

Presented by Mr. Malin, Neil Payton, Megan Jones, Tyson Sohagi (City's Outside Counsel), Economic Development Manager Kurt Overmeyer, Danny Bakewell, Sr., Danny Bakewell, Jr., Jeff (KB Homes/Bakewell).

The proposed Campus Town Project would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres of land, through the adoption of the Campus Town Specific Plan and associated entitlements. A Final Environmental Impact Report (EIR) has been prepared to assess potential impacts of the Project, consistent with the requirements of the California Environmental Quality Act (CEQA) and CEQA Guidelines.

The Council received staff presentations, reviewed and considered the Planning Commissions recommendations and held public hearing to receive comments from the public.

PUBLIC COMMENT: Claudia Washington, Manny Panero, Frank Geisler, Demetrius Huggins, PK Diffenbaugh, Ron Cheshire, Kathy Rivera, Kevin Diggin, Scott Waltz, Steven Cright, Darshelle Burnett, missed name (on behalf Paul Petrovich), Lamont Andrews, David Lassicar, William Silva, Tony Osman, JRG Law, Steven Goings, Burell Smith, Pabla Sanchez, Lanny Olis, Analise Mitchell,

Anthony D. Dunham, Ruthie Watts, Carlos Ramos, Mr. DeBerry, Dennis Volk, Brenda Simon Jenkins, Andrea Monroe, Rosalyn Charles, Mariam Smith, Rev. Kenneth Murray, Pastor Ronald Britt, Wanda Parrot, Rev. Harold Lusk

City Attorney Sheri Damon, Mr. Malin and Mayor Oglesby responded and clarified several topics presented in public comments.

1. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Kispersky and carried by the following vote, the City Council moved to adopt the Resolution included as Attachment 4, which certifies the Campus Town Final Environmental Impact Report in Compliance with the California Environmental Quality Act (CEQA), adopts CEQA Findings, Approves the Mitigation Monitoring and Reporting Program (MMRP), and selects the Proposed Project as identified in the Final EIR.*

RESULT: 5-0-0-0 (**Resolution #20-05**)

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

2. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Campbell and carried by the following vote, the City Council moved to adopt the Resolution included as Attachment 6, which approves the General Plan Circulation Element amendments.*

RESULT: 5-0-0-0 (**Resolution #20-06**)

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

3. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Wizard and carried by the following vote, the City Council moved to waive a full reading of the Ordinances, and introduce by title only.*

RESULT: 5-0-0-0

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

4. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Campbell and carried by the following roll call vote, the City Council moved to provide a first reading of the Ordinance included as Attachment 5, which adopts the Campus Town Specific Plan.*

ROLL CALL RESULT: 5-0-0-0 (**Second Reading on March 19, 2020**)

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky
NOES: None
ABSTAIN: None
ABSENT: None

5. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Kispersky and carried by the following roll call vote, the City Council moved to provide a first reading of the Ordinance included as Attachment 8, which approves the Zoning Text and Zoning Map amendments.*

ROLL CALL RESULT: 5-0-0-0 **(Second Reading on March 19, 2020)**

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky
NOES: None
ABSTAIN: None
ABSENT: None

6. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Kispersky and carried by the following roll call vote, the City Council moved to provide a first reading of the Ordinance included as Attachment 7, which adopts the Development Agreement.*

ROLL CALL RESULT: 5-0-0-0 **(Second Reading on March 19, 2020)**

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky
NOES: None
ABSTAIN: None
ABSENT: None

7. *On motion by Mayor Pro Tem Pacheco and second by Councilmember Wizard and carried by the following vote, the City Council moved to Adopt the Resolution included as Attachment 9, which approves the Vesting Tentative Subdivision Map and the Inclusionary Housing Agreement.*

RESULT: 5-0-0-0 **(Resolution #20-07)**

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky
NOES: None
ABSTAIN: None
ABSENT: None

B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE TITLE 13, CHAPTER 10.060 MUNICIPAL WATER SYSTEM – ENFORCEMENT MEASURES - DELINQUENCIES (FIRST READING - ROLL CALL VOTE)

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following unanimous vote, the City Council moved to extend the meeting past 10:30 p.m.

Presented by Acting City Engineer Scott Ottmar. The proposed revisions will

replace in entirety Chapter 13.10.060, and will include requirements of water connection shutoff procedures, noticing, and amortization payment plans. The proposed policy provides protections for delinquent residential water customers before discontinuing water service, however does not apply to termination of service due to an unauthorized action of a customer.

There were no comments from the public.

On motion by Councilmember Campbell and second by Councilmember Kispersky and carried by the following vote, the City Council moved to provide a first reading to the ordinance amending Seaside Municipal Code Title 13, Chapter 10.060 Municipal Water System – Enforcement Measures – Delinquencies.

RESULT: 5-0-0-0 **(Second Reading on March 19, 2020)**

AYES: Oglesby, Pacheco, Campbell, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

10. COUNCIL MEMBER REQUESTS

None.

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

There were no reports from the City Manager and City Attorney. The Mayor and City Council provided their reports.

12. ADJOURNMENT

The meeting adjourned in honor of Genevieve Bomarito Cardinale at 11:34 p.m.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: March 19, 2020

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 22, 2020 through March 6, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 28, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,529,038.02.

BACKGROUND

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

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

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

- \$643,303.60 for Payroll and benefits

- \$11,139.92 to Access Monterey Peninsula, Inc. (AMP) for October - December, 2019 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.
- \$39,753.47 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 12/10/2019 - 1/24/2020.
- \$37,034.90 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 11/22/19 - 12/23/19
- \$39,787.82 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 12/22/19 - 1/22/20
- \$13,132.50 to Witmer-Tyson Imports for Police Dog for the the Seaside Police Department (\$9,832.50) and Basic K-9 patrol school from 3/9/20-4/3/20 (\$3,300.00).
- \$86,834.79 to Monterey Peninsula Engineering for professional services through 1/31/2020 for Lift Station Upgrades. Work completed in period included: temporary bypass pumping and piping, startup testing, base rock, and generator costs.
- \$10,319.00 to South Bay Regional Public Safety for Basic police academy #155, held on 1/10/2020-6/26/2020 and attended by: G. Felten, I. Madolora, J. Salmon.
- \$21,816.51 to PNC Equipment Finance for Lease for Vactor/Patch trucks from 2/7/20-3/6/20.
- \$22,676.95 to PNC Equipment Finance for Lease for Energy Project from 2/14/20-3/13/20. Library & City Hall energy project; Fire Admin energy project
- \$15,796.50 to Bear Electrical Solutions, Inc. for Traffic signal maintenance for Oct, Nov, Dec 2019 and Jan 2020 (Response and Routine).
- \$33,288.50 to Kimley-Horn and Associates for work through January 2020 related to Intersection Control Evaluation.
- \$10,263.00 to Dude Solutions Inc. for Project management services for SmartGov software implementation.
- \$42,480.00 to The Sohagi Law Group for Campus Town Center legal services during January 2020.
- \$20,337.21 for return of asset forfeiture. DA #888650.

The remaining checks, totaling \$481,073.35 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:
<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: March 19, 2020

**SUBJECT: PROCLAMATION DECLARING MARCH AS AMERICAN RED
CROSS MONTH**

PURPOSE & RECOMMENDATION

To support the proclamation and declare March 2020 at Red Cross Month.

BACKGROUND

There is no staff report for this item. The City Council adopts this resolution annually in support of the efforts of the American Red Cross and the benefits they provide to our community, throughout the year, not only during emergencies.

FISCAL IMPACT

None.

ATTACHMENTS

1. American Red Cross Month 2020
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside PROCLAMATION



American Red Cross Month March 2020

WHEREAS, March is American Red Cross Month, a time when we recognize the humanitarian organization that eases people's suffering during life's emergencies in Seaside, across the United States and around the world. The Central Coast Chapter has a long history of helping our neighbors in need by delivering shelter, care, and hope during disasters; making our community safer through its lifesaving Home Fire Campaign; providing lifesaving blood; teaching skills that save lives; and supporting military, veterans, and their families; and

WHEREAS, last year in Monterey County, volunteers helped 47 households affected by 30 home fires by addressing their urgent needs such as like food and lodging, as well as providing recovery support. In addition, the Central Coast Chapter sent 22 team members (both staff and volunteers) to help with disasters outside of our tri-county area – some deploying to more than one disaster. These team members joined the nearly 9,000 Red Cross workers – 90 percent of them serving as volunteers – who left their homes to work alongside partners to provide refuge, food, relief items, emotional support, recovery planning, and other assistance; and

WHEREAS, the Red Cross continues to work with its partners to prevent fire tragedies through its national Home Fire Campaign, which installed its 2 millionth free smoke alarm last year and has saved hundreds of lives across the country since launching five years ago. In Monterey County, the Central Coast Chapter and local partners have installed over 3,500 free smoke alarms. This made more than 1,300 households with over 5,000 residents safer from the threat of home fires; and

WHEREAS, additionally, in Monterey County, the Red Cross collected 1,662 blood donations, provided training services to 3,376 residents, and assisted 318 families of our armed forces; and

WHEREAS, every day, people in our community depend on the American Red Cross, whose lifesaving mission is powered by the devotion of volunteers, generosity of donors, and partnership of community organization. We recognize the volunteer heroes in Seaside who make this work possible to assist our neighbors when they need a helping hand. We dedicate the month of March to all those who support the vital work to prevent and alleviate human suffering in the face of emergencies.

NOW THEREFORE, BE IT PROCLAIMED that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the March 2020 as **"American Red Cross Month"** in the City of Seaside and encourage all Americans to support this organization and its noble humanitarian mission.

Ian N. Oglesby, Mayor

March 19, 2020



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: March 19, 2020

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION
REQUEST FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS
SWIM TEAM**

PURPOSE & RECOMMENDATION

Approve a request from Seaside High School Swim Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs associated with purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team.

BACKGROUND

The Seaside High School Swim Team is requesting a donation of Three Thousand Dollar (\$3,000.00) from the Mayor's Youth Fund to help cover the cost of purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team. The swim team is available to any Seaside High School student regardless of their ability to swim. They provide free swim instruction before the swim season starts to any student who may not have the confidence in their ability to swim and compete. All Members of the swim team help in fundraising activities to enable to swimmers to travel to local swim meets to compete with local High Schools.

The Swim Team have recycle bins located at the pool for recycling water bottles and cans and all swimmers help with the maintenance and cleanup of the pool area after practice and each swim meet. They participate in the State Beach Cleanup's each year. Based on the information provided in the application, the request meets the criteria for

the Mayor's Youth Fund Policy. They received their last donation at the March 07, 2019 City Council meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$3,911.75. If the City Council approves this request, the balance will drop down to \$911.75.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. MYF SHS Swim Team 2020
 2. W-9 Seaside High School Swim Team 2020 - Copy
 3. Mayor's Youth Fund Closing Report - SHS Swin Teaml 2019
 4. Mayor's Youth Fund Request that Have Been Approved by the City Council - Copy
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

In addition, funding will be limited to one contribution per year (every 12 months).

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

####

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside High School Swim Team

Address: 2200 Noche Buena, Seaside, CA 93955

Email: molly.fittro@aol.com

Phone Number: Cell 831 917-7111

Name of Individual: Team

% Residents or Students of Seaside: 100%

of Participants: 50 +

Ages: High School Ages – Freshmen to Senior-Varsity and Jr. Varsity

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic	_____
Athletic	<u> X </u>
Music	_____
Environmental	_____
Art	_____

Is funding a reward for one of these activities? The Seaside High School Swim Team provides an opportunity for all students at Seaside High School to compete individually and as a team. No student is turned away from the swim team and all levels of swimming ability are accepted and encouraged to participate. Those students who do not know how to swim are taught the fundamentals of swimming and are allowed to compete no matter what their skill level. The Seaside High School Swim Team coaching staff believes that every student should know how to swim for recreational, social, health and most important for safety. Competition is encouraged but it is not the primary reasons for having students at Seaside High school participate in the program.

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Funding is designated for the program operations of the Seaside High School Swim Team for Boys and Girls.

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

The Seaside High School Swim Team is requesting a donation of \$3,000.00 to help pay for the replacement of swim equipment, parkas, fins, kick boards and other safety equipment needed for the pool as well as to help defray costs for transportation for the 2019 MBL's swim competition each year. The swim team members are strong recyclers and volunteer to help with campus cleanups on a regular basis. They are expected to pick up trash on school grounds and cleanup before and after each swim meet held at Seaside High. The swim team has recycle bins located at the pool for recycling water bottles and cans. They also participate in the State Beach Cleanup that is held each year.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

They participate in the school fund raisers such as the Food Day, the Coupon Book Sales and help with the Fireworks sales each year in Seaside.

***Total Amount Requested: (See Contribution limits): \$3,000.00**

Please attach an explanation of what your particular event will do to benefit the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Participation in the Seaside High School Swim Team benefits Seaside High School and the City of Seaside in several ways. Youth that are engaged in positive activities have a stronger chance of becoming good citizens, which ultimately helps the community as a whole. The Swim Team competes at several swim meets both locally and regionally. They are truly good-will ambassadors of their high school and the city of Seaside.

Swimmers develop life skills such as discipline, goal-setting, and an increased sense of self-worth through their participation in the sport. It is one of the few sports that the participant completes individually and as a member of a team. It is a lifetime sport that can be continued after high school and offers a positive social outlet. Swimming is also a healthy fitness activity that can be done through the student's lifetime. Each year a significant number of Seaside High School swim team members go on to college and education is highly valued. In order to participate all swimmers must keep up their grades in order to participate and swimming offers a lot of incentive to keep their grades up. There have been several Seaside High school Swim Team members who continued to swim competitively in college who have received swim scholarships. In fact the Swim Team proudly boasts of a member that was accepted to and graduated from West Point who now serves in the US Army.

It should also be noted that swimming is the only sport that can save your life. Research by the USA Swimming Foundation indicates that up to 70 percent of black and 62 percent of Hispanic children cannot swim. Minority children are most at risk for drowning due to cultural issues because many of the African American and Hispanic children have parents and grandparent who never learned to swim. No student is turned away from the swim team and it is very common for the coaching staff to teach the students to swim from the first day of practice so they are ready by their first swim meet.

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

SPARTANS

Seaside High School

2020

**SEASIDE HIGH SCHOOL SWIM TEAM
2200 NOCHE BUENA AVE.
SEASIDE, CA 93955**

To Whom it May Concern:

Attached is our application for a donation from the Mayor's Youth Fund for the Seaside High School Swim Team. We are hopeful you will consider our request for a donation to help pay for some of the costs associated with this year's team.

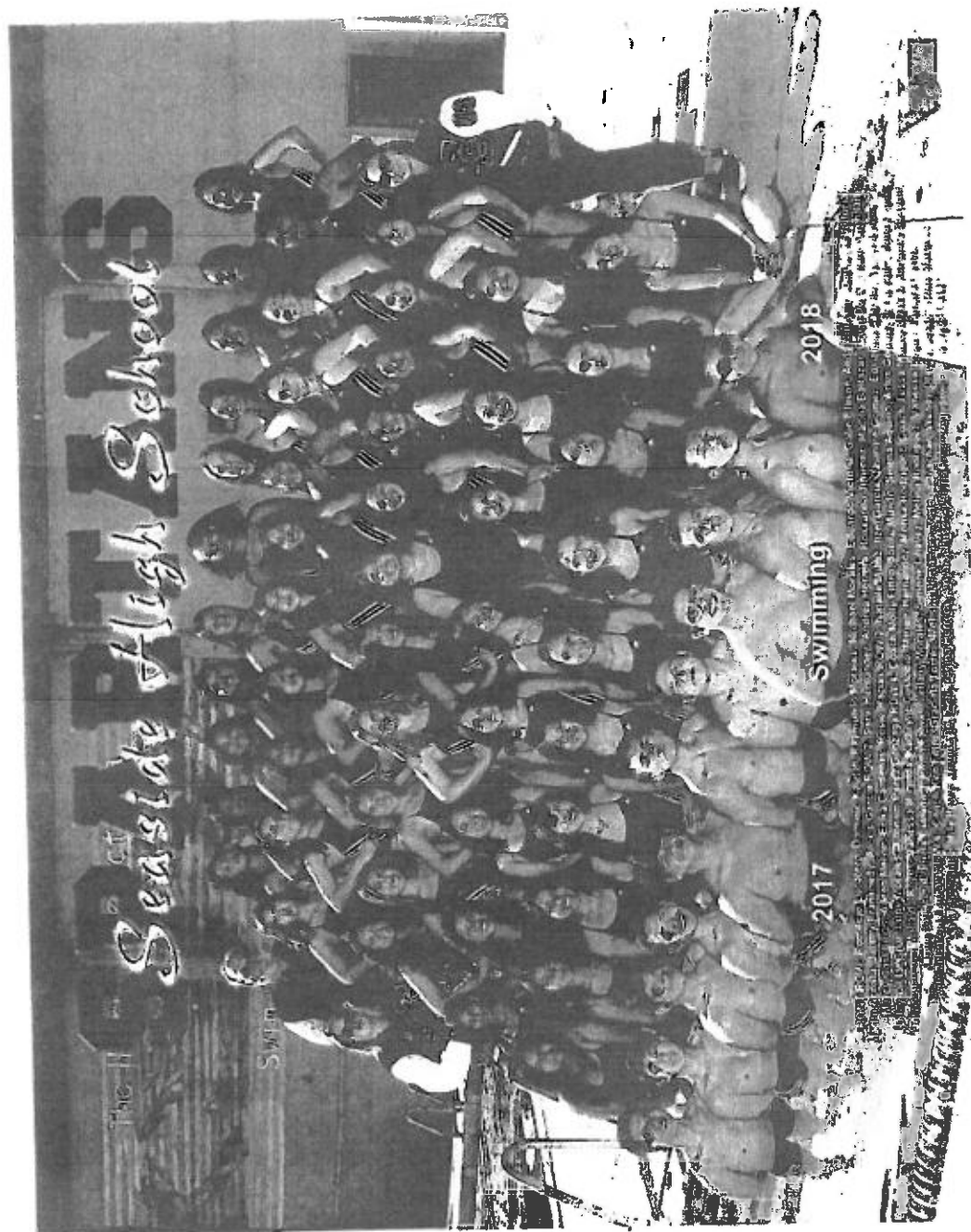
Our members raise funds each year but it is not enough to replace our equipment and to help pay for additional transportation costs for away meets. A donation of \$3,000.00 would be very helpful to us and we appreciate any amount the City of Seaside can afford.

Thank you for considering our request. Attached is a copy of this year's swim team events.

Sincerely,

Coach Molly, Ken and Kay

mollyfittro@aol.com
(831) 917-7111
Seaside High School



SPARTANS

Seaside High School

DAY	DATE	OPPONENT	GAME TIME
Wednesday*	Feb 20	Monterey @Seaside	1:30 w-u 3:00 start
Wednesday	Feb 27	Watsonville Invitational (6 Teams)	3:00 w-u
Friday*	March 1	Watsonville @Seaside-Marina	3:00 w-u
Friday*	March 8	Soledad @ Seaside-Marina	3:00 w-u
Friday*	March 15	North Salinas @ Seaside-Marina	3:00 w-u
Thursday*	April 4	Alisal @ Seaside-Marina	3:00 w-u
Friday*	April 12	King City @ Seaside-Marina	3:00 w-u
Sunday	April 21	PCAL ENTRIES ARE DUE	6:00PM
Wed	April 24	PCAL Diving Championships @ Salinas (Hartnell)	11:00am W-u 12:00 Start
Fri	April 26	PCAL JV League Finals @Salinas (Hartnell)	2:00pm W-up 3:00pm Start
Sat	April 27	PCAL Varsity League Finals @ Salinas (Hartnell)	7:30am W-up 9:00am Start
Sun	April 28	CCS Entries Due	6:00PM
Fri	May 3	OCS Preliminaries (Warm-Up Noon)	12:30pm
Sat	May 4	OCS Championships Finals	12:30pm
Fri	May 10	CIF State Championships Prelims	Clovis
Sat	May 11	CIF State Championships Finals	Clovis

Principal: Carlos Moran 392-3530 ex: 2099

Vice-Principal: Andrew Aguinga 392-3530 ex: 2098

Athletic Director: Alex Jennings 392-3530 ext: 2079

Head-Coaches: Ken Fittro: 402-0312
Molly Fittro: 917-7111

Assistant Coaches: Kay Lee: 392-3530 ext. 2011
Nancy Towne: 233-4463

Colors: Red, White & Black ***Home Game** **Mascot:** Spartans

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

700 Pacific St.

6 City, state, and ZIP code

Monterey, CA 93940

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

7	7	-	0	3	2	0	7	1	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Monterey Peninsula Unified School District</u>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) <u>9 700 Pacific St.</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Monterey, CA 93940</u>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 3.7.19

Name of Organization: Seaside High Swim team

Contact: Molly Fittro

Address: 1513 Hilby Ave. Seaside, Ca 93955

Email/Phone: Mollyfittro@aol.com / 831-917-7111

Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:

Transportation, team shirts, new pool equip.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

The Swim team actively takes part in recycling on a day to day basis. They collect plastic bottles which are recycled among campus/pool

Signature: [Signature]

See attached report of clean ups.

Date: 4-26-19

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

SEASIDE HIGH SCHOOL SWIM TEAM

Seaside's Mayor's Youth Fund Closing Report

April 26, 2019

The Swim Team has participated in several clean up days after practice at Seaside High School and once a week cleanup the pool area as well as the surrounding area at the high school. They recycle all the water bottles and use them as part of their fundraising efforts. They also volunteer at the Monterey Municipal Wharf #2 Cleanup Days that are held on McAbee Beach . The last clean-up they did at the beach was on Saturday, March 19, 2019. They are scheduled to work the next clean up event which is the McAbee Beach Fun Dive and Clean-up which will be held on Sunday, May 12, 2019.

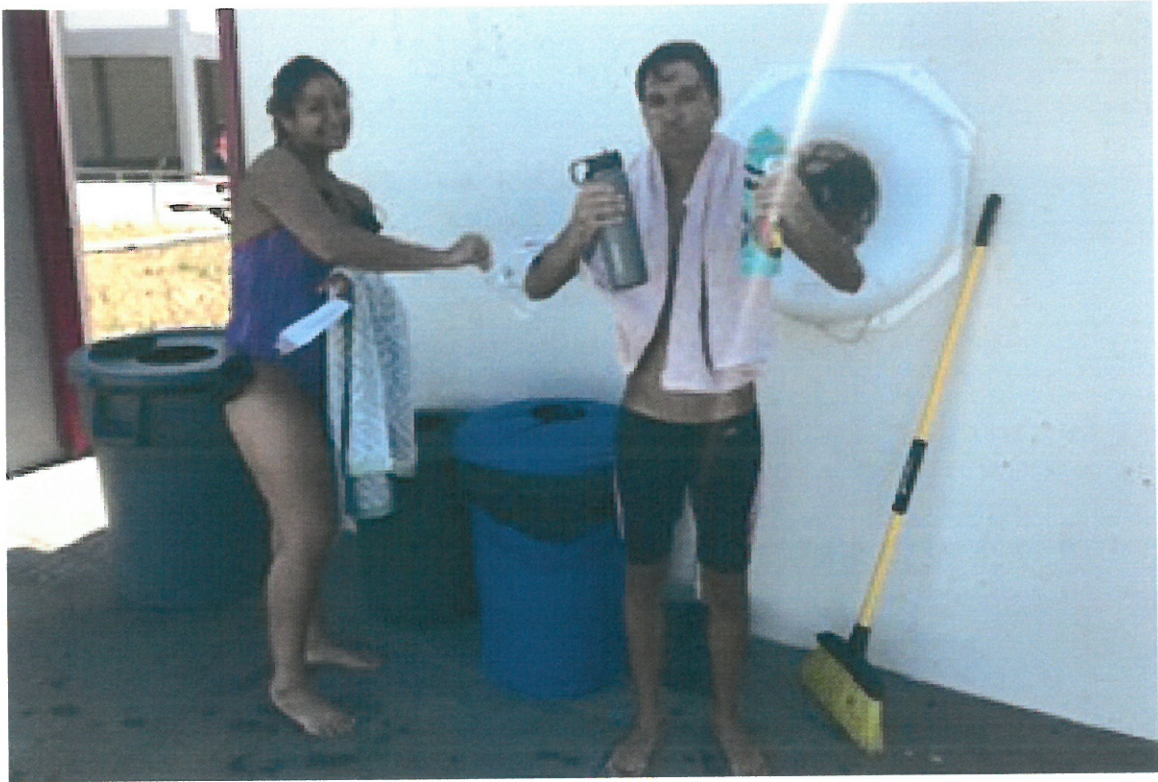
Sincerely,

Coach Molly Fittro













Collected 3 Bags of garbage!

June 6, 2019

*Seaside Pony Baseball & Softball	\$3,000.00
-----------------------------------	------------

June 20, 2019

*Seaside Aquatics Club	\$3,000.00
*Central Coast High School	\$3,000.00
*Bethel Baptist Church	\$3,000.00
*Cypress Gators	\$3,000.00
*Village Project	\$3,000.00

September 5, 2019

*Seaside High School Football	\$3,000.00
-------------------------------	------------

October 17, 2019

*Seaside High School Boys Basketball	\$3,000.00
--------------------------------------	------------

November 7, 2019

*Seaside High School Boys Soccer	\$3,000.00
----------------------------------	------------

December 5, 2019

*Community Partnership for Youth	\$3,000.00
----------------------------------	------------

December 19, 2019

*Orchestra in the Schools	\$3,000.00
---------------------------	------------

January 16, 2020

*Seaside High School Lacrosse Club	\$3,000.00
*Seaside High Key Club	\$1,500.00

February 6, 2020

*Seaside Middle School PTSA	\$3,000.00
*Seaside Blade Runners Basketball	\$3,000.00

March 5, 2020

*Seaside High School Cheerleading Team	\$3,000.00
--	------------



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: March 19, 2020

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE
VILLAGE PROJECT INC FOR THE USE OF LAGUNA GRANDE
HALL FOR THEIR MAE C. JOHNSON AFTER-SCHOOL ACADEMY
10TH ANNUAL CELEBRATION OF EXCELLENCE EVENT**

PURPOSE & RECOMMENDATION

Approve a fee waiver request by The Village Project in the amount of Seven Hundred, Sixty-Eight Dollars and Twenty-Five Cents (\$768.25) for the use of Laguna Grande Hall for their Mae C. Johnson After-School Academy 10th Annual Celebration of Excellence Event.

BACKGROUND

The Village Project is requesting a fee waiver for the use of Laguna Grande Hall for their 10th Annual Celebration of Excellence for the students in its Mae C. Johnson After-School Academy. At the end of each school year since its beginning, the After-School Academy has hosted an event that honors the achievements of the students who finish their program. The vast majority of these students become academic achievers for the first time as a result of this program. They are rewarded each year with certificates from all elected officials from our Mayor, our State Senator and our Representative.

This event has been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide the non-refundable portion of the maintenance deposit and provide insurance coverage for the event. Those fees

are deposited to the janitorial and maintenance fund to pay for the costs associated with the upkeep and maintenance of the facility.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

Laguna Grande Hall Rental Fee	7 Hours @ \$109.75	\$768.25
Non-Refundable Deposit		<u>\$147.81</u>
Total		\$916.06

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$768.25.

ATTACHMENTS

1. Fee Waiver Village Project - Mae C. Johnson After-School Academy Celebration of Excellence 2020
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: THE VILLAGE PROJECT, INC.
Name of Applicant: MELVIN T. MASON
Address: 1069 BROADWAY AVENUE STE 201 City: SEASIDE State: CA
Phone: 831-392-1500 Email: MEL@VILLAGEPROJECTINC.ORG.

EVENT INFORMATION:

Event Title: MAE C. JOHNSON AFTERSCHOOL ACADEMY 10TH ANNUAL EXCELLENCE CELEBRATION OF
Event Description: RECOGNIZING THE SUCCESS OF STUDENTS IN THE ACADEMY
Event Date: FRIDAY, MAY 22, 2020 Room(s) Requested: LAGUNA GRANDE HALL
Time (including set-up): 2:00PM - 9:00PM Approximate Number of Guests: 110

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: NOT ABLE TO AFFORD RENTAL COST DUE TO HAVING ONLY ENOUGH FUNDING TO LAST TILL END OF SCHOOL YEAR.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on _____ ☐ No

What is your organization's tax identification number? 61-1562515

What percentage of your members or participants resides in Seaside? 100%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

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

Applicant Signature: Melvin T. Mason

Date: 3-2-2020

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**SEASIDE
CALIFORNIA**

Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: LAGUNA GRANDE HALL

Organization: THE VILLAGE PROJECT, INC.

Name of Applicant: MELVIN T. MASON, EXECUTIVE DIRECTOR

Address: 1069 BROADWAY AVENUE City: SEASIDE Zip: 93955

Phone: 831-392-1500 Email: MEL@VILLAGEPROJECT.ORG

Day of Event Contact Name and Phone: MELVIN MASON 831-392-1500 (DAY) 831-392-1500 (EVE) ⁶⁰¹⁻⁰⁰¹⁴

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: AFTERSCHOOL PROGRAM GRADUATION

*Please attach invitation or flyer if available.

Event Date: FRIDAY, MAY 22, 2020 Approximate Number of Guests: 110

Reservation Time: 2:00 PM - 9:00 PM Event Time: 6:00 PM - 8:00 PM

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.

Special Instructions: _____

Request to use the City's:
*Subject to availability

☒ Podium

☒ Microphone

☐ Projector Screen

**Projectors and other electronic equipment will not be provided

Is the event open to the public?

Yes

No

☒

☐

Will admission be charged?

☐

☒

Are you a non-profit organization?

☒

☐

Will there be music?

☐

☒

Will there be live music and/or DJ?

☐

☒

Name of band or DJ: _____

Will refreshments be served?

Yes

No

☒

☐

Will refreshments be sold?

☐

☒

Will you be using the kitchen?

☒

☐

Will alcohol be served?

☐

☒

Will alcohol be sold?

☐

☒

*Alcohol is prohibited at youth oriented events

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

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

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

Applicant Signature: Melvin T. Mason

Date: 2-27-2020

(For Office Use Only)

Permit Fee: _____

Authorized Agent: James Dineen

Date: 2/27/2020

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



SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

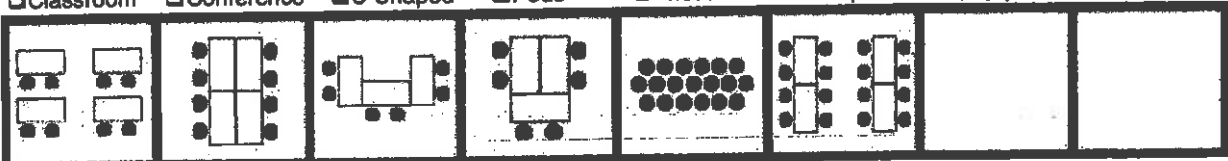
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

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

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





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.F.

TO: City Council

FROM: Craig Malin, City Manager

BY:

DATE: March 19, 2020

**SUBJECT: APPROVE A RESOLUTION APPROVING A CONTRACT FOR
\$27,500 WITH PYRO SPECTACULARS AND AUTHORIZING THE
CITY MANAGER TO SIGN THE CONTRACT**

PURPOSE & RECOMMENDATION

Authorize the City Manager to sign the contract with Pryo Spectaculars for the fireworks sky concert on July 4th 2020 not to exceed \$27,500.

BACKGROUND

The City of Seaside will be hosting its third annual July 4th event "Red, White, and Blues" at the Bayonet Blackhorse golf course. The City first held the event on July 4, 2018. That event was the largest City sponsored event in over 20 years. It was made possible by the strong collaboration with multiple agencies. It had approximately 20,000 thousand people in attendance. There was a variety of free games and activities for the community to enjoy with great music and concluded with a 20 minute fireworks sky concert that was provided by Pyro Spectacular.

Year two of the event had challenges with the location. Staff recommended hosting the event on the City Hall lawn so more of the community could walk or take other modes of transportation to attend. However, there was an issue with obtaining a coastal permit, and the event had to move the event back to the golf course. Pryo spectacular had to shift gears and change up their plans for the sky concert, but once again the great collaboration with multiple agencies excelled even with the changing plans.

Although, this is a free event with a wide variety of activities for the community. The main draw is the fireworks sky concert, and it is an essential piece for the overall success of the event.

FISCAL IMPACT

The cost for the July 4th 2020 Fireworks Sky Concert is **\$27,500**

There is \$22,085.39 in residual funds from the FY2018-19 Adopted Budget in the following account

100-1010-7167 - Community Fireworks Event

There is enough funds in this account to pay the deposit for the fireworks, and when FY2020-21 is adopted we will pay the balance July 5th 2020.

ATTACHMENTS

1. Pyro.reso.3-19-20
2. Seaside, City of 7-4-2020
3. Seaside, City of, Insurance Certificates

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
A CONTRACT FOR \$27,500 WITH PYRO SPECTACULARS AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT**

WHEREAS, the City Council of the City of Seaside has considered the need to hire a company to provide a Fireworks Display for the City of Seaside's 4th of July community event "Red, White, & Blues"(s); and

WHEREAS, the City Council has considered the previous working relationship with Pyro Spectacular and their knowledge of pyro techniques; and

WHEREAS, the City Council finds that it is in the best interest of the City of Seaside to contract with Pyro Spectacular for a fireworks display for the Red, White, & Blues community event

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the contract with Pyro Spectaculars for the fireworks display and authorizes the City Manager to sign all necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of March 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside

PYRO SPECTACULARS

by Souza®

2020 Pyrotechnic Proposal



City Of Seaside

July 4, 2020

February 7, 2020

City of Seaside
Daniel Meewis
440 Harcourt Street
Seaside, CA 93955

Dear Mr. Meewis,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2020 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$27,500.00. The various fireworks elements provided are prepared to shoot from Bayonet & Black Horse Golf Course for approximately 15-20 minutes.

Our full service program includes music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by April 3, 2020 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either me or your Customer Service Representative Shannon Ross at (909) 355-8120.

Sincerely,

PYRO SPECTACULARS NORTH, INC.

Pat Dyas

Show Producer

PYRO Show Producer

PD/sr

Enclosures

Pyro Spectaculars North, Inc.

5301 Lang Ave. • McClellan, CA 95652 • Phone: (916) 640-0173 • Fax: (916) 640-0174

Packet Page 55

PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

City of Seaside

PROGRAM A- July 4, 2020

\$27,500.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Opening Salutes	30
Total of Opening	30

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Selections	200
◆ 4" Sky Concert Selections	180
◆ 5" Sky Concert Selections	18

Total of Main Body - Aerial Shells 398

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	100 Shots
◆ Sousa Diamond Line Custom Multishot Device	600 Shots
◆ Sousa Emerald Line Custom Multishot Device	300 Shots
◆ Sousa Pro-formance Multishot	665 Shots

Total of Pyrotechnic Devices 1,665

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Sky Concert Bombardment Shells	700
◆ 2.5" Sky Concert Bombardment Shells	180
◆ 3" Sky Concert Bombardment Shells	110
◆ 4" Sky Concert Bombardment Shells	60
◆ 5" Sky Concert Bombardment Shells	12

Total of Grand Finale 1,062

Grand Total 3,155



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2020, by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Seaside**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2020**, at approximately **9:30 PM**, at **Bayonet & Black Horse Golf Course Driving Range, 1 McClure Way, Seaside, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$27,500.00 USD (TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$13,750.00 USD (THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$00.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 3, 2020**. The balance of the Fee shall be paid no later than **July 6, 2020**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Seaside Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Seaside, 440 Harcourt Street, Seaside, CA 93955.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Seaside
PROGRAM A
July 4, 2020
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By: 

Its: President

City of Seaside

By: _____

Its: _____

Print Name

SHOW PRODUCER: Pat Dyas

SCOPE OF WORK
PYRO SPECTACULARS NORTH, INC. ("PYRO")
and
City of Seaside ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 4, 2020, at approximately 9:30 PM at Bayonet & Black Horse Golf Course Driving Range.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Indemnity Insurance Co.	10851														
INSURER B : Axis Surplus Insurance Company	26620														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652															

COVERAGES

CERTIFICATE NUMBER: 1511081522

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SI8GL00282-201	1/13/2020	1/13/2021	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person)
	☐ HIRED AUTOS						BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	☐ NON-OWNED AUTOS						
B	UMBRELLA LIAB			P-001-000063946-02	1/13/2020	1/13/2021	EACH OCCURRENCE
	☒ EXCESS LIAB						AGGREGATE
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: July 4, 2020

Location of Display: Bayonet & Black Horse Golf Course, Seaside, CA

Additional Insured: City of Seaside, Bayonet and Black Horse Golf Course, B&B Golf Course Properties, LLC, Seaside Resorts Estates I, LLC, Seaside Fire Department, and their officers, agents and employees when acting in their official capacity as such.

CERTIFICATE HOLDER

CANCELLATION

City of Seaside
 440 Harcourt Street
 Seaside CA 93955

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Indemnity Insurance Co.	10851														
INSURER B : Axis Surplus Insurance Company	26620														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652															

COVERAGES

CERTIFICATE NUMBER: 1016922305

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			S18GL00282-201	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			P-001-000063946-02	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: July 4, 2020

Location of Display: Bayonet & Black Horse Golf Course , Seaside, CA

Additional Insureds: City of Seaside, B&B Golf Course Properties, LLC, Seaside Resort Estates I, LLC, Seaside Fire Department, Bayonet & Black Horse Golf Course, and their officers, agents and employees when acting in their official capacity as such.

CERTIFICATE HOLDER

CANCELLATION

B&B Golf Course Properties, LLC Seaside Resort Estates I, LLC
 1 McClure Way
 Seaside CA 93955

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: March 19, 2020

**SUBJECT: ADOPT A RESOLUTION ORDERING AN ELECTION,
REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO
CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION
OF THE ELECTION FOR NOVEMBER 3, 2020**

PURPOSE & RECOMMENDATION

Per Elections Code Section 1002 and the Seaside Municipal Code, this item is requesting the Council authorization to call for an election on November 3, 2020, declaring two council member and one mayoral seat, to consolidate the election with the general municipal election and authorize the Monterey County Registrar of Voters to provide for election services for the election.

BACKGROUND

Per the Seaside Municipal Code, the City of Seaside conducts its elections every other November in conjunction with the presidential election. This year, the presidential election falls on November 3, 2020.

As required by Elections Codes 10509, 10522, 10524 and the Seaside Municipal Code, the City of Seaside must officially call for an election to be held and prepare a statement of election facts, inform the voters which elective positions are to be filled and the intent to consolidate the election with the general municipal election. Under these provisions the City of Seaside must call the General Municipal Election to be held on November 3, 2020, for the purpose of electing successors to the terms of office which will expire in November 2020. Members of the City Council serve four (4) year

terms on a two year rotating basis and the Mayor serves a two year term. In November 2020, the terms for Mayor Oglesby, and Council Members Pacheco and Kisperksy will expire.

Additionally, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections.

In years past, for the ease and convenience to the registered voters within this City, and in order to take advantage of any possible reduction in election costs, it is desirable that this City election be consolidated with any other election to be held on the same day, as in years past. If approved, the Monterey County Registrar of Voters will conduct the election for the City of Seaside. Attachment A is a resolution calling for an election on November 3, 2020 and authorizing the City to consolidate our election and contract with Monterey County Election for election services.

If the call of election is approved for the election, the Nomination period will begin on July 13, 2020 at 8:00 a.m. and will close at 5:00 p.m. on Friday, August 7, 2020. If any of the above incumbents do not file during the designated period, the nomination-filing period will be extended until 5:00 p.m., Wednesday, August 12, 2016. Information will generally be available and documents can typically be submitted to the City Clerk between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

FISCAL IMPACT

The fiscal impact to the City is estimated at \$6.00 to \$8.00 per registered voter. There were 13,210 registered voters in the last certified election, which would result in an estimated cost between \$79,272 and \$105,680,000.

ATTACHMENTS

1. City Statement of Election Facts - fillable form
2. Draft Agreement
3. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

STATEMENT OF ELECTION FACTS

FULL LEGAL NAME OF CITY AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

MAIL SHOULD BE ADDRESSED TO: _____ TITLE: _____

MAILING ADDRESS: _____ TELEPHONE: _____

FAX: _____ E-MAIL: _____ WEBSITE: _____

CITY ELECTED OFFICIALS LIST

NAME	ADDRESS	CITY AND DISTRICT (If applicable)	Member was elected by: 1) ELECTION/AIL* <u>OR</u> 2) APPOINTED TO FILL A VACANCY	YEAR Term ends	Full-term = 4yrs <u>OR</u> Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO DID THIS MEMBER REPLACE?

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of City Clerk/Manager: _____
Print Name

Name of Deputy City Clerk/Secretary: _____
Print Name

Check the box which applies to your city:

☐ The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.

☐ I declare that there have been no boundary changes since the _____ election.
Election Date

The limitation on the number of words in a candidate statement will be: ☐ 200 words ☐ 400 words

The entity charged for the candidate statement sent to each voter will be the: ☐ City ☐ Candidate

In case of a tie vote, the winner will be determined by: ☐ Lot ☐ Runoff election

Signature of City Clerk/Manager

Date

MONTEREY COUNTY ELECTIONS



1441 Schilling Place-North Building
Salinas, CA 93901

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax

www.MontereyCountyElections.us

elections@co.monterey.ca.us

Claudio Valenzuela
Registrar of Voters

Gina Martinez
Assistant Registrar of Voters

March 10, 2020

City of Seaside
Attention: Leslie Milton, City Clerk
440 Harcourt Avenue
Seaside, CA 93955

RE: DOCUMENTS REQUIRED FOR NOVEMBER 3, 2020 – PRESIDENTIAL GENERAL ELECTION

In preparation for the November 3, 2020 Presidential General Election, please review the information below in completing and submitting required documents:

Required documents:

Deadline	Document	Notes
July 1, 2020 (125 days before the election)	Notice of Election	EC §§§10509, 10522, 10524
July 1, 2020 (125 days before the election)	Statement of Election Facts	Form enclosed
July 1, 2020 (125 days before the election)	City map showing boundaries and, if applicable, divisions	EC §10522 A map is required even if no changes have been made
August 7, 2020 (88 days before the election)	Adopted Resolution and Service Agreement	Resolution checklist enclosed Resolution sample enclosed*

**If you need a sample resolution for a measure, please contact our office.*

Estimated Costs

To help your city budget for this election, we have estimated the cost to be \$6.00 to \$8.00 per registered voter. Per Elections Code §10002, the city shall reimburse the county in full for the election services performed. According to our records, the offices up for election include: (1) Mayor - 2yr term; (2) Council Members - 4yr term.

Please feel free to contact me for more information at cedilloj@co.monterey.ca.us or (831) 796-1486.

Sincerely,


Jessica Cedillo
Elections Program Manager
Enclosures

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION

SERVICES BETWEEN **CITY OF SEASIDE** AND

MONTEREY COUNTY REGISTRAR OF VOTERS

NOVEMBER 3, 2020

This Agreement, entered into this _____ day of _____ 2020, by and between **CITY OF SEASIDE** and Monterey County Registrar of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the purpose of conducting an election hereinafter described for the **CITY OF SEASIDE** (hereinafter referred to as the City);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE CITY:

- 1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Registrar of Voters for Monterey County to conduct an election for the City on **NOVEMBER 3, 2020**, and requesting election related services of the Registrar of Voters.
- 2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 3) The City shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 4) The City shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot

measure, tax rate statements impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than **AUGUST 13, 2020**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 20, 2020**.

- 5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 3) The Registrar of Voters shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 5) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 3, 2020**.

The parties will use best efforts to perform services herein. However, in the event the Registrar of Voters is unable to perform services required under this Agreement that are beyond his control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar will provide reasonable notice, if practical, of any conditions beyond his control, including notice at least 60 days prior to **NOVEMBER 3, 2020** of vendor conditions affecting the election services. In the event a vendor does not perform, the Registrar will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the City shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of City. In the event that this Agreement is terminated prematurely, the City shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The City shall make payment within 30 days of receipt of invoice from Registrar of Voters.

CITY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

WHEREAS, under the provisions of the Elections Code, the City Council of the City of Seaside must call the General Municipal Election to be held on November 3, 2020, for the purpose of electing successors to the terms of office which will expire in November 2022 and November 2024; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body, or bodies or officer or officer calling the elections; and

WHEREAS, pursuant to Elections Code Section 10002, the city shall reimburse the County in full for the services performed upon presentation of a bill to the city; and

WHEREAS, for the ease and convenience to the registered voters within this City, and in order to take advantage of any possible reduction in election costs, it is desirable that this City election be consolidated with any other election to be held on the same day.

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city, or other political subdivision has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate and or the political subdivision will pay the cost of the statement; and

WHEREAS, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside, as follows:

- 1.** A General Municipal Election is hereby ordered and will be held in the City of Seaside on Tuesday, the 3rd day of November, 2020, for the purpose of electing one (1) person to the Office of Mayor for a term of two (2) years, and two (2) persons to the Office of Council Member for the term of four (4) years each; and

2. Pursuant to Section 13307(c) for the Elections Code, the City has resolved that the candidates will pay the cost of the candidate's statement. Said statement shall not exceed 200 words in length and no other candidate materials will be allowed to be mailed pursuant to Section 13303 of the Election Code; and
3. The candidate shall submit payment made payable to the City of Seaside upon submission of the Candidate's Statement to the City Clerk; and
4. This election shall be consolidated with any other election to be held totally or partially within the boundaries of this City; and
5. The City Council hereby authorizes the official canvass to be conducted by the Registrar of Voters commencing no later than Tuesday, December, 3rd, 2030; and
6. The City Manager is hereby authorized to contract with the County of Monterey for the administration of part or all of the aforesaid Municipal Election by the County, and the County Registrar of Voters is authorized to bill the City, on a pro-rated basis, for any and all costs associated with the City Election, as requested on the attached Request for Elections Services.

BE IT FURTHER RESOLVED that the Monterey County Elections Department conduct the election for the following offices on the November 3, 2020 ballot:

District/Ward Trustee Area	OFFICE	INCUMBENT	TERM EXPIRATION
At Large	Mayor	Ian Oglesby	November 2020
At Large	Council Member	Alissa Kispersky	November 2020
At Large	Council Member	David Pacheco	November 2020

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the ____ day of _____, ____ by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: March 19, 2020

SUBJECT: ADOPTION OF CEQA FINDINGS AND THREE ORDINANCES IMPLEMENTING THE CAMPUS TOWN PROJECT, INCLUDING ZONING MAP AND TEXT AMENDMENTS, ADOPTION OF THE CAMPUS TOWN SPECIFIC PLAN, AND ADOPTION OF A DEVELOPMENT AGREEMENT (SECOND READING - ROLL CALL VOTE)

PURPOSE & RECOMMENDATION

1. Adopt a CEQA Finding that "There has been no change to the Campus Town project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis in accordance with CEQA."
2. Adopt the ordinance included as Attachments C and D approving the campus town specific plan which sets development standards for property generally located east of 1st Avenue, west of 7th Avenue, south of California State University Monterey Bay and north of Gigling Road.
3. Adopt the ordinance included as Attachment G creating the "campus town specific plan" zoning district and rezoning the campus town project area to the campus town specific plan zoning district, generally located east of 1st avenue, west of 7th avenue, south of California State University Monterey Bay and north of Gigling Road.
4. Adopt the ordinance included as Attachments E and F approving a development agreement for the Campus Town Project.

BACKGROUND

The Campus Town project was extensively briefed in the March 5, 2020 presentation to the Council and will not be fully repeated here. Generally, the project area is approximately 122 acres and the plan provides a maximum of 1,485 residences, 250 hotel rooms, 75 hostel rooms, 150,000 square feet of retail, dining and entertainment, and 50,000 square feet of office, flex space and light industrial space.

The Council at the March 5 meeting certified the Final Environmental Impact Report for the project, selected the proposed project, made text amendments to the General Plan, approved a Vesting Tentative Map with Conditions of Approval and approved an Affordable Housing Agreement and introduced three ordinances moving the project approvals forward. Since the March 5, 2020 meeting, there have been no substantial changes in the project or new information or changed circumstances and the action tonight is in furtherance of the March 5 approvals.

Tonight the Council is asked to adopt a series of ordinances on second reading approving the Campus Town Specific Plan, amendments to the zoning code creating a Campus Town Specific Plan zoning district and amendments to the Zoning Map rezoning the project area and finally approving the Development Agreement with KB Bakewell Seaside Venture II.

FISCAL IMPACT

If approved and constructed, the Project would result in potentially significant increases in property tax, sales taxes, sales and transient occupancy revenues to the City. The amount of such increases is unknown at this time and would be phased in as commercial and hotel operations come on-line. The Project would also increase short-term construction jobs and offer long-term employment opportunities to the community with secondary economic benefits.

ATTACHMENTS

1. Attachment A March 5, 2020 City Council Attachment 1 - Regional Location
 2. Attachment B March 5, 2020 City Council Attachment 2 - Project Site Exhibit
 3. Attachment C March 5, 2020 City Council Attachment 5 - Campus.SP Ord.1.20.20
 4. Attachment D 2020 City Council Attachment 5a - Campus Town Specific Plan Book
 5. Attachment E March 5, 2020 City Council Attachment 7- Campus.DA Ord.1.26.20
 6. Attachment F March 5, 2020 Attachment 7a - Development Agreement
 7. Attachment G March 5, 2020 City Council Attachment 8 - Campus Town Zoning
-

.Ord (SLG Rev)

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Figure 1.1 - Specific Plan Regional Context



Figure 2.2 - Conceptual Specific Plan

ORDINANCE NO. __
CAMPUS TOWN SPECIFIC PLAN

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SEASIDE APPROVING THE CAMPUS TOWN SPECIFIC PLAN
WHICH SETS DEVELOPMENT STANDARDS FOR PROPERTY
GENERALLY LOCATED EAST OF 1ST AVENUE, WEST OF 7TH
AVENUE, SOUTH OF CALIFORNIA STATE UNIVERSITY
MONTEREY BAY AND NORTH OF GIGLING ROAD**

WHEREAS, the City Council has received and considered an application from KB Bakewell Seaside Venture II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) (“Applicant”) for approval of a Specific Plan for the Project known as the Campus Town Project generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road; and

WHEREAS, the Plan Area includes approximately 122.23 acres of land; and

WHEREAS, the Project Site in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, the Campus Town Specific Plan (City File SPL-01), which is attached hereto as Exhibit A, and incorporated herein by reference, provides for up to 1485 dwellings; up to 250 hotel rooms, up to 75 hostel rooms; up to 150,000 square feet of retail, dining and entertainment floor space; up to 50,000 square feet of light industrial, flex and “makerspace” floor area, various parks, trails and open space use, utility extensions and related ancillary uses and structures; and

WHEREAS, the Specific Plan includes development criteria specific to the Plan area which implement and are consistent with the policies of the General Plan; and

WHEREAS, the Specific Plan includes concurrent zoning district designations and maps that are specific to the planning area and will enable implementation of the Specific Plan consistent with the direction provided in the General Plan; and

WHEREAS, A Notice of Availability was issued for the Campus Town Specific Plan Project on July 8, 2019, which made the Specific Plan available for public review and provide interested parties “to comment on the Draft EIR or the Specific Plan...”; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including the Specific Plan, are intended to be carried out in a manner fully in conformity

with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the City's General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004; and

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took testimony, and adopting a resolution recommending that the City Council approve the Proposed Campus Town Specific Plan; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Specific Plan is consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Campus Town Specific Plan is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic uses..." (2004 General Plan, Table LU-1.) As also discussed in the General Plan, "[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage." (2004 General Plan, p. LU-14.) The City's 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is "intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required." Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23

acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City's recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City's Inclusionary Housing Ordinance.

Finding 4. WATER FINDINGS: The Specific Plan has an allocation of 180.6 AFY from the City's portion of the former Fort Ord Allocation, 261 AFY from the implementation of the various measures incorporated in the UTIL-1 Mitigation Measure and 45.83 AFY of recycled water from the City's recycled water allocation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. **Approval of the Campus Town Specific Plan.** The City of Seaside hereby approves the Campus Town Specific Plan included as an Attachment to this Ordinance.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached Specific Plan) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed and adopted at a regular meeting of the Seaside City Council on the ___ day of ___ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

ATTACHMENT 5A IS AVAILABLE AT THE
FOLLOWING LINK:

[https://www.ci.seaside.ca.us/DocumentCenter/View/10703/Attachment-5a---
Campus-Town-Specific-Plan-Book](https://www.ci.seaside.ca.us/DocumentCenter/View/10703/Attachment-5a---Campus-Town-Specific-Plan-Book)

ORDINANCE NO. __
CAMPUS TOWN DEVELOPMENT AGREEMENT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SEASIDE APPROVING A DEVELOPMENT AGREEMENT FOR THE
CAMPUS TOWN PROJECT**

WHEREAS, the City Council has received and considered an application from KB Bakewell Seaside Venture II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) ("Applicant") for approval of a Development Agreement for the Project known as the Campus Town Project generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road; and

WHEREAS, the Campus Town Project Site includes approximately 122.23 acres of land; and

WHEREAS, the Project Site in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, the California Legislature authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with California statute, the City of Seaside ("City") has enacted regulations to implement procedures for the processing and approval of development agreements; and

WHEREAS, on February 12, 2020, at a duly noticed public hearing, the Planning Commission held a public hearing on the Project; received presentations from staff, City consultants, and the applicant; asked questions and received answers and information and heard and considered additional public testimony; and adopted a Resolution, which recommended that City Council approve Development Agreement, and;

WHEREAS, the City published a combined Notice of Public Hearing/Notice of Availability of the Final EIR, including the notice of the Development Agreement, on February 21, 2020 in the Monterey County Weekly. The City also mailed copies of this notice to properties within 300 feet of the project site, posted three copies of this notice on the project site, and emailed this notice to commenting agencies on February 21, 2020 (along with copies of responses to their comments). On February 24, 2020 the City posted notice on the City's homepage, and emailed and mailed copies of this notice to individuals who requested notice, as well as local and state agencies, and other individuals who commented on the Draft EIR. On February 24, 2020, the Final EIR was posted on the

Campus Town Project webpage, and made available in hard copy at several locations identified in the notice.

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Development Agreement is consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan. The City Council further finds that:

- a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan since it vests all project approvals; and
- b. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district where the site is located since it would vest the zoning district as amended for this project; and
- c. As documented in the Campus Town Environmental Impact Report and Campus Town Specific Plan, the Development Agreement is in conformity with public convenience, general welfare and good land use practice because it implements the goals and policies of the Seaside General Plan; and
- d. As documented in the Campus Town Environmental Impact Report, the Development Agreement will not be detrimental to the health, safety and general welfare as identified in the Project EIR; and
- e. As documented in the Campus Town Specific Plan, the Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Development Agreement is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban

Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic uses..." (2004 General Plan, Table LU-1.) As also discussed in the General Plan, "[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage." (2004 General Plan, p. LU-14.) The City's 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is "intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required." Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23 acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City's recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City's Inclusionary Housing Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. **Approval of the Campus Town Development Agreement.** The City of Seaside hereby approves the Campus Town Development Agreement included as an Exhibit A to this Ordinance.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached Development Agreement) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed and adopted at a regular meeting of the Seaside City Council on the __ day of _____ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Attachments:

Exhibit A – Development Agreement

ATTACHMENT 7A IS AVAILABLE AT THE
FOLLOWING LINK:

<https://www.ci.seaside.ca.us/DocumentCenter/View/10705/Attachment-7a---Development-Agreement>

ORDINANCE NO. __

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE CREATING THE “CAMPUS TOWN SPECIFIC PLAN” ZONING DISTRICT AND REZONING THE CAMPUS TOWN PROJECT AREA TO THE CAMPUS TOWN SPECIFIC PLAN ZONING DISTRICT, GENERALLY LOCATED EAST OF 1ST AVENUE, WEST OF 7TH AVENUE, SOUTH OF CALIFORNIA STATE UNIVERSITY MONTEREY BAY AND NORTH OF GINGLING ROAD

WHEREAS, the Campus Town Plan Area in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and Implementing Guidelines, an Environmental Impact Report (EIR) was prepared to analyze all significant impacts of the proposed Project along with required mitigation measures and alternatives; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including Zoning Amendment RZ-01, are intended to be carried out in a manner fully in conformity with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the City's General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004;

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took public testimony, and adopted a resolution recommending that the City Council approve the Proposed Campus Town Specific Plan Zoning Text and Map amendments; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Zoning Text and map amendments are consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan, as outlined in greater detail in the Campus Town Draft EIR, Section 4.10, Impact LU-2. The City Council further finds:

- a. Potential uses for the Project Site allowed by the Zoning Text and Map Amendments are compatible with the objectives, policies, general land uses, and programs specified and allowed in the 2004 General Plans and the Campus Town Specific Plan.
- c. Zone Text and Map amendments, would not be detrimental to the health, safety, welfare, and are in public interest of the City.
- d. The Zoning Text and Map Amendments, are internally consistent and do not conflict with the purposes, regulations, and required findings of the Zoning Ordinance.
- e. All elements and requirements of the Zoning Text and Map Amendments are a reasonable and appropriate manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Zoning Text and Map amendments are intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Campus Town Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic

uses...” (2004 General Plan, Table LU-1.) As also discussed in the General Plan, “[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage.” (2004 General Plan, p. LU-14.) The City’s 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is “intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required.” Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23 acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City’s recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA’s Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City’s Inclusionary Housing Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Approval of the Campus Town Specific Plan Zoning. The City Council hereby approves the Zoning Text and Map amendments included as Exhibit A to this Ordinance.

SECTION 2. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached zoning amendments) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed

and adopted at a regular meeting of the Seaside City Council on the ____ day
of ____ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Attachments:

Exhibit A: Zoning Text and Map Amendment

Exhibit A

Zoning Map and Text Amendments for the Campus Town Project

SECTION 1: The Zoning District Map for the City of Seaside is hereby revised to designate the following parcels as the “Campus Town Specific Plan” Zoning District. This includes the following Assessor Parcel Numbers (APN), or portions thereof, shown in shaded portions of Figure 1 below: APN 031-151-013 (PORTION WITHIN CTSP), APN 031-151-018, APN 031-151-024, APN 031-151-029, APN 031-151-031, APN 031-151-032, APN 031-151-036 (PORTION WITHIN CTSP), APN 031-151-037, APN 031-151-038, APN 031-151-039, APN 031-151-040, APN 031-151-041, APN 031-151-042, APN 031-151-043, APN 031-151-044, APN 031-151-054, APN 031-151-055, APN 031-151-056, APN 031-261-003, APN 031-261-004.

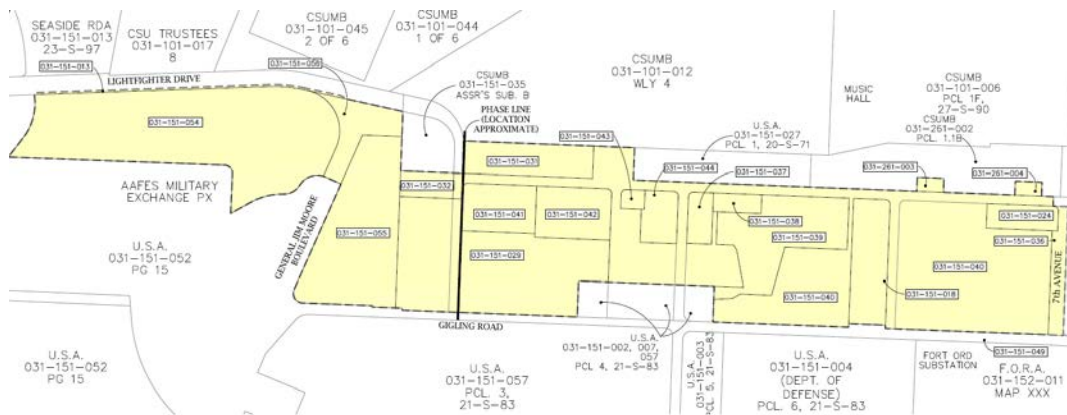


Figure 1

SECTION 2: Seaside Municipal Code Title 17, Article 2, Chapter 17.20 is amended to incorporate Section 17.20.050 “Campus Town Specific Plan” as follows:

17.20.050 Campus Town Specific Plan

A. **Purpose and intent.** The Campus Town Specific Plan was adopted to reuse a key portion of the former Ford Ord for a mix of residential and commercial uses, consistent with the General Plan and Base Reuse Plan. As adopted, the Specific Plan is intended to provide for a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable mixed use urban village.

C. **Specific Plan Area.** The Campus Town Specific Plan Area is located in the northern portion of the City, immediately south of California State University Monterey Bay (CSUMB). Figure 2-9 shows the boundaries of the Specific Plan Area, encompassing approximately 122 acres. The Campus Town Plan Area is generally bounded by 1st Avenue to the west and 7th Avenue to the east, by Lightfighter Drive and Colonel Durham Street to the north, and by Gigling Road to the south.





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Kimberly Drabner, Finance Director

DATE: March 5, 2020

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE TITLE 13, CHAPTER 10.060 MUNICIPAL
WATER SYSTEM – ENFORCEMENT MEASURES -
DELINQUENCIES (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce a draft ordinance amendment as presented, discuss, invite comments from the public, and pass to print the draft ordinance amending Municipal Code Title 13, Chapter 10.060 to modify the enforcement measures for delinquent accounts for the Seaside Municipal Water System, pursuant to the California Senate Bill 998 (SB998). The purpose of SB998 is to provide additional procedural protections for delinquent residential water customers before discontinuing water service.

The proposed revisions will replace in entirety Chapter 13.10.060, and will include requirements of water connection shutoff procedures, noticing, and amortization payment plans.

BACKGROUND

The California Safe Drinking Water Act requires the State Water Resource Control Board to administer provisions relating to the regulation of drinking water to protect the public health and to ensure that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. On September 28, 2018, SB998 was approved by the Governor and filed with the

Secretary of State, to require the water system provider to have a written policy on discontinuation of water service to due to non-payment. The existing policy for the Seaside Municipal Water System (SMWS) does not conform to the new provisions of SB998. The SMWS has fewer than 3,000 connections, and for an urban and community water system of this size, has been given till April of 2020 to adopt the policy on discontinuation of water services.

Below are the key provisions of SB998:

- The policy shall be posted on the water system website, and be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.
- Policy must include mechanisms for deferred or reduced payments or alternate payment schedules
- Timelines for noticing and discontinuation dates.
 - Water cannot be turned off until account is delinquent for 60 days or more.
 - Written notice received no less than 7 days prior to scheduled shutoff, with information on payment extensions, amortized payment options, and process for appeal.
 - If unable to make contact, notice shall be placed in a conspicuous location on the property.
- Water shall not be disconnected to any customer when all the following conditions are met;
 - Customer submits certification from primary or medical care provider that shutoff will be life threatening; and
 - Customer submits evidence that they are financially unable to pay within the billing cycle; and
 - Customer is willing to enter into an amortization agreement or alternative payment plan.
- Service may be disconnected if customer does not comply with arrangement of the payment plan, and the payment is delinquent for 60 days or more.
- The reconnection fee will be reduced from \$123 down to \$50 during business hours, and from \$240 down to \$150 for after business hours.
- Staff will report number of annual disconnections of residential service for inability to pay on the Seaside Municipal Water System website and report to the State Water Resource Control Board.

The proposed policy provides protections for delinquent residential water customers before discontinuing water service, however it does not apply to termination of service due to an unauthorized action of a customer.

ENVIRONMENTAL COMPLIANCE:

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

The exact fiscal impact of adoption is unknown at this time. There are factors in the new ordinance that will have fiscal impacts but the magnitude is difficult to forecast. The City of Seaside Water Department had an informal policy of outreach prior to disconnection before passage of SB998. Thus, formalization of the guidelines has minimal impact on staff time related to disconnection notice. However, the introduction of amortization plans and conditions to prevent shutoff will necessitate additional staff time. What is difficult to forecast is the frequency with which the process will be requested and the staff time per request.

The current ordinance is implementing a one tier reconnection fee which will lower the fee from \$123 to \$50. Based on the assessment trend, this results in less than a \$1,500 reduction in revenue. Waiver of late fees has not been a significant revenue source and is not expected to result in a notable decrease in revenue.

Further fiscal impact based on the extended period to shut off is not yet known. Staff will monitor the pattern post-implementation to better predict the future trend.

ATTACHMENTS

1. Draft Ordinance SB998
2. SB998 Bill Text
3. City of Seaside Water Department Policy

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DELETING THE EXISTING SEASIDE MUNICIPAL CODE SECTION 13.10.060 MUNICIPAL WATER SYSTEM – ENFORCEMENT MEASURES – DELINQUENCIES AND REPLACE WITH NEW SEASIDE MUNICIPAL CODE SECTION 13.10.060 (FIRST READING - ROLL CALL VOTE)

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

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Proposed text amendments to Seaside Municipal Code Title 13, Chapter 10.060 Municipal Water System – Enforcement Measures – Delinquencies.

FINDINGS

WHEREAS on September 28, 2018, California Senate Bill 998 (SB998) was passed; and

WHEREAS, The Seaside Municipal Water System is an urban or community water system which shall have a written policy on discontinuation of water service for delinquent accounts pursuant to SB998 by April 1, 2020; and

WHEREAS, the policy includes provisions on waivers for low income customers, noticing requirements prior to shutoffs, plan for payment schedules or reduced or deferred payments, and procedures for restoration of water service due to shutoffs for delinquencies of payment; and

WHEREAS, deleted and replacing Section 13.10.060 with the attached Municipal Code text (Exhibit A) will result in a policy compliant with the new regulations of SB998.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. DELETE AND REPLACE

This ordinance deletes the existing Seaside Municipal Code section 13.10.060 and replaces it entirely with the language in Exhibit A entitled 13.10.060 Enforcement measures – Delinquencies, attached hereto and incorporated herein by reference.

SECTION 4. 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 revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 5th day of March, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of March, 2020, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT A

13.10.060 Enforcement measures – Delinquencies.

A. Purpose of this section is to outline the Seaside Municipal Water System's administrative actions for delinquent accounts, including notifications, fee assignments, and discontinuation of service as pursuant to the California Senate Bill 998 (SB998) effective by law April 1, 2020.

B. Delinquent Accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business of Due Date identified on the water bill. The following rules apply to the collection of delinquent accounts:

1. Late Fee. If payment for a bill is not received by close of business at the end of the subsequent billing cycle a late fee will be assessed. The due date and late fee will be displayed prominently on the bill.
2. Waiver of Late Fee. At the request of the customer, the Water collector will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding six (6) months.
3. The Water collector shall not discontinue residential service for nonpayment if all of the following conditions are met:
 - a. Any customer who demonstrates that they are unable to pay for water service within the normal billing cycle. A customer shall be deemed unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.,
 - b. Submittal of certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be life- threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided.
 - c. Customer is willing to enter into an amortization agreement, alternate payment schedule or a plan for deferred or reduced payment, consistent with the policies provided by the water collector, not to exceed twelve (12) months from the

original date of the bill. Failure to comply with the terms of an amortization plan and is delinquent for 60 days, will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service.

4. Additional Notification. As a courtesy, the Water collector will make a reasonable, good faith effort to notify the customer that the account remains past due and that shutoff preceding may be initiated if the account is delinquent for sixty (60) days. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The Water collector assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.
5. Written Disconnection Notice. The Water collector shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least 60 days. The Water collector will make a reasonable, good faith effort to contact the customer in writing at least seven (7) days before discontinuation of water service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:
 - Customer's name and address
 - Amount that is past due
 - Date by which payment or payment arrangements are required to avoid discontinuation of service
 - Description of the process to apply for an amortization plan
 - Description of the process to dispute or appeal a bill
 - Water Collector's billing department's phone number and a web link to the written collection policy
- a. Notice to Residential Tenants/Occupants in an Individually Metered Residence. The Water collector will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the Seaside Municipal Water System without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service

at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

- b. Notice to Tenants/occupants in a Multi-Unit Complex Served through a Master Meter. The Water collector will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the Seaside Municipal Water System without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the Water collector, or if there is a physical means, legally available to the Water collector, of selectively terminating service to those occupants who have not met the requirements for service, the Water collector will make service available to the occupants who have met those requirements.
 - c. If the written disconnection notice is returned through the mail as undeliverable, the Water collector will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.
6. Disconnection Deadline. All delinquent water service charges and associated fees must be received by the Water collector by 5:00 p.m. on the day specified in the written disconnection notice.
7. Disconnection of Water Service for Non-Payment. The Water collector will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least seven (7) days prior to termination. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial termination.
- The Water collector will notify the Monterey County Health Department if water service remains disconnected for three (3) days while the property remains occupied.
8. Re-establishment of Service. In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The Water

collector will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than City of Seaside personnel may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

9. Re-establishment of Service After Business Hours. Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. City staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day. Services that are off and locked cannot be re-established after hours.
10. Disputed Bills. If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the Water collector will not disconnect water service for non-payment while the appeal is pending.

**SB-998 Discontinuation of residential water service: urban and community water systems.** (2017-2018)

SHARE THIS:



Date Published: 09/28/2018 09:00 PM

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household

income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.

(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.

(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. Discontinuation of Residential Water Service

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer's name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a

government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

City of Seaside Water Department Shut-off Policy

Purpose/Background:

This policy enumerates the City of Seaside Water Department's (hereinafter referred to as "City Water Department") administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the City Water Department's website. The City Water Department can be contacted by phone at (831) 899-6715 to discuss options for averting termination of water service for nonpayment under the terms of this policy.

Text of policy:

As an urban or community water system that supplies water to more than 200 service connections, the City Water Department is governed by Senate Bill No. 998.

Delinquent Account:

The City Council of the City of Seaside has set the water billing period to be the twentieth (20th) day of the month following the month of service delivery and deems water bills delinquent if not paid by the due date displayed on the service bill. The following rules shall apply to the collection of delinquent accounts:

1. Small Balance Accounts: Any balance on a bill of \$20 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.

2. Delinquent Notice: If payment for a bill is not received by close of business on the next billing cycle, a late fee may be assessed. The due date and late fee will be displayed prominently on the bill. The City Water Department representative will make a good faith effort to contact the person or entity responsible for the payment (hereinafter referred to as "customer") prior to assessing the late fee. Contact will be made based on the customer designated preferred contact method. If no method is designated, available contact information will be utilized. Upon a bill becoming delinquent, the Water Department shall give customer a notice of delinquency stating that water service will be discontinued after sixty (60) days. The delinquent notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The City Water Department assumes no responsibility for contact information that has not been kept up-to-date by the customer.

3. Waiver of Late Fee: At the request of the customer, the City Water Department will waive the late fee if there are extenuating circumstances and the customer has been assessed a late fee for delinquent payment no more than once in the preceding six (6) months.

4. Alternative Payment Arrangements: Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The City Water Department shall not discontinue water service for non-payment if a customer has requested and entered into an alternative payment arrangement and payments under the arrangement are being made. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. A down payment of twenty (20) percent of the customer's outstanding balance will be due at the time of signing. An amortization plan will amortize the remaining unpaid balance over a period not to exceed twelve (12) months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.

5. First Disconnection Notice: The City Water Department shall not discontinue water service for nonpayment until payment by the customer has been delinquent for at least sixty (60) days. The Water Department shall give the customer a first notice of disconnection at least seven (7) business days before termination of service for nonpayment. The written first disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The first written disconnection notice will include:

- Customer's name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid termination of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- City Water Department phone number and a web link to the City Water Department's written collection policy

a) Notice to Residential Tenants/Occupants in an Individually Metered Residence: The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the

tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

- b) Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter: The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City Water Department, or if there is a physical means, legally available to the City Water Department, of selectively terminating service to those occupants who have not met the requirements for service, the City Water Department will make service available to the occupants who have met those requirements.

If the written first disconnection notice is returned through the mail as undeliverable, the City Water Department will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for nonpayment. In addition, a good faith effort will be made to contact the customer through a preferred contact method if available (phone or email).

6. Final Disconnection Notice: Failure to comply with the terms of an amortization plan for sixty (60) days or more or failure to pay current residential service charges for sixty (60) days or more will result in the issuance of a final disconnection notice. The final disconnection notice will be in the form of a door hanger delivered to the premises at least five (5) business days in advance of discontinuance of service.

7. Twenty Four (24) Hour Courtesy Call: The City Water Department will make a reasonable, good faith effort to notify the customer 24 hours in advance of disconnection of water service for nonpayment. The means of notification will be by the preferred contact method (phone or email). The twenty-four (24) hour courtesy call is meant entirely as a courtesy and failure of the Water Department to send the notice or failure by the customer to receive the notice shall not constitute an acceptable reason for non-payment or delay of disconnection.

8. Disconnection Deadline: All delinquent water service charges and associated fees must be received by the City Water Department by 5:00p.m. on the day

specified in the written disconnection notice. A postmark on a mailed payment will not constitute meeting the cutoff date and time.

9. Disconnection of Water Service for Non-Payment: The City Water Department will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a delinquent notice, a first disconnection notice, a final disconnection notice and a twenty-four (24) hour courtesy call. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial disconnection.

10. Notification of Returned Payment: Upon receipt of a returned check taken as payment of water service or other charges, the City Water Department will consider the account not paid. The City Water Department will make a reasonable, good faith effort to provide a 48-hour courtesy notice of termination of service due to a returned check. The means of notification will be by phone. If the customer can't be reached, a good faith effort will be made to leave a notice at the service address. Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

11. Returned Checks for Previously Disconnected Service: In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the City Water Department restores service, the City Water Department may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance. Any customer issuing a non-negotiable check as payment to restore service turned off for non-payment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

12. Re-establishment of Service: In order to resume or continue service that has been disconnected for nonpayment, the customer must pay a re-establishment fee of \$50.00. The City Water Department will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than City Water Department personnel or without City Water Department authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

13. Re-establishment of Service After Business Hours: Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee not to exceed \$150.00. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the City Water Department billing office no later than noon the following business day to pay the subject fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. City Water Department staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day.

14. Disputed Bills: If a customer disputes a bill, they must submit an appeal to the City Water Department, Attn: City Manager, 440 Harcourt Avenue, Seaside, California, 93955. Appeals must be in writing and must be filed no later than fifteen (15) days after a delinquency notice has been issued. If a customer disputes the water bill and exercises their right to appeal to the City Manager, the City Water Department will not disconnect water service for nonpayment while the appeal is pending.

Conditions Prohibiting Discontinuation of Service: The City shall not discontinue residential water service if ALL of the following conditions are met:

1. Health Conditions: The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would be (i) life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability: The customer demonstrates a financial inability to pay for water service within the water system's normal billing cycle. The customer is deemed "financially unable to pay" if any member of the customer's household is (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and

3. Alternative Payment Arrangements: The customer is willing to enter into an amortization agreement or alternative payment schedule as noted under Process for Determination of Conditions Prohibiting Discontinuation of Service.

Process for Determining Conditions Prohibiting Discontinuation of Service: The process of proving compliance with the conditions described above is on the customer. In order to allow the City sufficient time to process any request for assistance by a

customer, the customer is encouraged to provide the City with the necessary documentation demonstrating the medical issue, financial inability, and willingness to enter into payment arrangements. Upon receipt of documentation, the City Finance Director, or his/her designee, shall review the documentation and respond to the customer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative payment arrangements, or to notify the customer of the alternative payment arrangement, and terms thereof, in which the City will allow the customer to participate. If the City requests additional information, the customer shall provide the requested information within five (5) calendar days of receipt of the City's request. Within five (5) calendar days of receipt of the additional information, the City will notify the customer in writing that the customer does not meet the conditions to prohibiting discontinuation of service or notify the customer in writing of the alternative payment arrangement approved. If the customer does not meet the conditions prohibiting discontinuation of service, payment for all delinquent amounts is due within two (2) business days after the date of notification of the City's determination or the date of the impending service discontinuation, whichever is later.



CITY OF SEASIDE STAFF REPORT

Item No.: 11.A.

TO: City Council

BY: Craig Malin, City Manager

DATE: March 19, 2020

**SUBJECT: REVIEW ORDINANCE AND RESOLUTION REGARDING
PLACEMENT OF ITEMS ON THE COUNCIL AGENDA SUCH THAT
THE ORDINANCE AND RESOLUTION ARE CONSISTENT**

PURPOSE & RECOMMENDATION

Provide clear direction on agenda setting procedures.

BACKGROUND

In 2017, the City adopted a resolution related to establishing the City Council agenda that is somewhat incongruent with the City Code regulating the same topic. The resolution establishes a two-step process that requires a Council vote on matters to be placed on the agenda, while City Code allows an individual Council member to place any item on the agenda, as late as the Monday preceding the Thursday Council meeting.

As City Code is established in law as an ordinance and resolutions are statements of policy but not law, the Code ultimately trumps the resolution. This can cause confusion and should be clarified.

As few matters are as central to a legislator's influence and impact as what issues get attention at official meetings, the manner in which items are placed on the City Council agenda is a policy matter wholly within the Council's purview. A municipality can have strict regulations, with long lead times and / or clear connections to stated policy or strategic planning goals. A municipality can have more fluid practices, with more rapid response to contemporary issues. Whatever the case, it is fundamentally important to have a clear set of rules and practices.

Based on experience, staff recommends allowing - by ordinance - any item to be placed on the agenda by the Mayor, any two Council members, the City Attorney or the

City Manager. As a practical matter, this would allow for almost any item to be placed on the agenda, as any single Council member need only convince the Mayor, City Attorney, City Manager or one other Council member of the item's importance. If that Council member could not convince one of his / her colleagues to place a matter on the agenda, the practical reality is there could not be a second to a motion to take official action, so the matter would die for lack of a second, anyway.

While workflow in a City of Seaside's size and capacity is an issue to consider, in practice, Council members are generally aware of the City's capacity to conduct research adequate to placing matters before the Council. In instances where the amount of staff work necessary to bring an item before the Council is not available due to workload, it is incumbent on the City Manager to articulate this concern to the satisfaction of the City Council as a whole.

To allow for the circumstance in which an individual elected official desires to place an item on the agenda without convincing the Mayor, City Attorney, City Manager or one other member of the Council to do so, the two-step practice presently established in resolution – if adopted by ordinance – would preserve that right.

ATTACHMENTS

1. Resolution 17-07
 2. Municipal Code 2.02.080
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ADOPTING A PROCESS TO AGENDIZE COUNCIL MEMBER REQUESTS**

WHEREAS, according to Seaside Municipal Code 2.02.080 Agenda. "An agenda shall be prepared for each council meeting in the manner prescribed by resolution"; and

WHEREAS, the Seaside Municipal Code 2.02.080 also states "Unless otherwise prohibited by ordinance, any council member may place cause to be placed an item on the agenda for council consideration."; and

WHEREAS, to ensure that council member requests are agendized for discussion consistent with Council priorities, the following process shall be utilized:

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby directs that a section be added to the City Council Agenda titled "Council Member Agenda Requests", and;

BE IT FURTHER RESOLVED, that any request made by any City Council Member during "Council Member Agenda Requests" be agendized for discussion not later than the following regular City Council meeting, at which point the City Council can provide further direction with regard to the timing of when the requested matter shall come before the Council for review and subsequent Council direction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of January by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	1	COUNCIL MEMBERS:	Jones
ABSTAIN:	0	COUNCIL MEMBERS:	None



Ralph Rubio, Mayor

ATTEST:



Lesley Milton-Rerig, City Clerk



2.02.080 Agenda.

An agenda shall be prepared for each council meeting in the manner prescribed by resolution. Unless otherwise prohibited by ordinance, any councilmember may place or cause to be placed an item on the agenda for council consideration. (Ord. 778 § 1, 1990: Ord. 502 § 2, 1977: Ord. 382(part), 1970: prior code § 1-200(B)).