



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, MARCH 17, 2020

5:30 PM

**AMENDED AGENDA
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY
OF THE REDEVELOPMENT AGENCY**

Regular Meeting – March 17, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, One Pendergrass Way, Sand City, CA 93955

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**
- 5. PUBLIC COMMENT**

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you

6. CONSENT CALENDAR

The Consent Agenda consists of routine items for which City Council approval can be taken with a single motion and vote. A Council member may request that any item be placed on the Regular Agenda for separate consideration.

- A. Approval of March 3, 2020 City Council Meeting Minutes
- B. Approval of City RESOLUTION Designating the Week of April 19 through April 25, 2020 as National Crime Victims' Rights Week
- C. Approval of City RESOLUTION Appointing Connie Horca as Acting City Clerk
- D. Approval of City RESOLUTION Honoring Linda K. Scholink for 30 years of Service to the City of Sand City and Successor Agency to the Former Redevelopment Agency

- E. Consideration of Appointment of Councilmember Kim Cruz to the Budget/ Personnel Committee to Temporarily Substitute for Councilmember Jerry Blackwelder

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATIONS

- A. Monterey One Water – Paul Sciuto, General Manager

9. NEW BUSINESS

- A. **Urgency Item.** The following item is added pursuant to the Brown Act, Gov. Code section 54954.2(b)(2). Council must first vote by a 2/3 majority (4 yes votes) to add the item to the agenda.

RESOLUTION of the City Council of Sand City Ratifying the Proclamation of Emergency by the City Manager Due to the Spread of a Severe Respiratory Illness Caused by a Coronavirus (COVID-19)

- B. Consideration of Successor Agency RESOLUTION Authorizing the Executive Director to Execute a Second Amendment to Agreement Regarding Affordable Housing
- C. Consideration of City RESOLUTION Updating Officers Assigned to the Investment of Sand City Monies in Local Agency Investment Fund (LAIF)
- D. Discussion of Accepting a Donation to the City
- E. Comments by Council Members on Meetings and Items of interest to Sand City
- F. Upcoming Meetings/Events

10. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, April 7, 2020
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.

The current Sand City agenda is available in PDF format on our website at:

**Sand City Council Agenda
03.17.20 Council Meeting**

www.sandcity.org/agenda

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at One Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation

Agenda Item

6A

**MINUTES
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY
OF THE REDEVELOPMENT AGENCY**

Regular Meeting – March 3, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting at 5:30 p.m.

The invocation was led by Reverend Jason Yarbrough.

The Pledge of Allegiance was led by Police Chief Brian Ferrante.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder {excused absence}
Council Member Hawthorne
Council Member Sofer
Council Member Cruz

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief
Linda K. Scholink, Administrative Services Director/ City Clerk

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

The Mayor announced that her Mayor's report is provided for the Council and Public. There is also additional information regarding the coronavirus outbreak and what MST is doing on public transit busses.

City Manager Blair reported that unfortunately the City was not awarded the Park grant. He reported on the timeline for presenting a tax initiative and the modification of the former Orchard Supply building as Ashley Furniture plans to utilize some space.

City Attorney Norgaard commended the City Manager on his job performance and their good working relationship, and that she will provide a report during closed session.

AGENDA ITEM 5, PUBLIC COMMENT

5:35 P.M. Floor opened for Public Comment.

There was no comment from the Public.

1-00004

5:35 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the February 18, 2020 City Council Meeting Minutes.
- B. There was no discussion of the City/Successor Agency Monthly Financial Report, December 2019.
- C. There was no discussion of the City **Resolution** authorizing an Agreement with Bartel Associates for a Cost Not to Exceed \$21,000 for Actuarial Services Related to the City's Prefunding and Compliance with GASBS 75 Accounting Standards for the City's Retiree Health Plan.

Motion to approve the Consent Calendar items was made by Council Member Cruz, seconded by Council Member Hawthorne. AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATION

- A. **Presentation by Kelsey Scanlon County of Monterey's Emergency Services Planner on a Multi-Jurisdictional Hazard Mitigation Plan {10 minutes}**

Kelsey Scanlon from the County of Monterey presented the 2021 Hazard Mitigation Plan and announced that the City of Sand City is well represented. The purpose of the hazard mitigation plan is to establish a broad local vision and guiding to eliminate or reduce vulnerabilities. It is to protect the public health, safety, quality of life, environment and economy of Monterey County by reducing the long-term risk of damage and loss through coordinated planning, partnerships, capacity building, and implementation of effective risk reduction measures. She explained the differences between an Emergency Operations Plan versus a Hazard Mitigation Plan. Ms. Scanlon further explained the Identified Hazards, and how communities can either avoid or decrease risks of natural hazards such as earthquakes, tsunamis, wildfires, etc. Using the flood in the City of Chular as an example, it cost the County \$2M to respond, and having protective measures in place would ultimately reduce future costs to mitigate unexpected dangers. If this plan is approved the City of Sand City and the County of Monterey would be eligible for grant funding prior to and after natural disasters. She explained the history of the first multi-jurisdictional Hazard Mitigation Plan that was formed in 2007, the second plan was

conducted in 2016, and that by 2021 an update process will be led by Monterey County that would involve all 12 cities participating in the planning process as well as special districts. The County continues to conduct public outreach forums and would like people to participate. She detailed the workplan that included public and stakeholder review, and approval by the Federal Emergency Management Agency (FEMA). She encouraged the Council to have their constituents take the on-line survey so the County can be made aware of public needs. Ms. Scanlon thanked the Council for allowing her to make the presentation and for their time.

In response to Council Member Cruz' question where the plan originated, Ms. Scanlon replied that a federal regulation contains requirements and procedures to implement a hazard mitigation plan. She also addressed the Mayor's concerns regarding the possibility of flooding due to the Kings Tide responded that it would be Cal-Trans that would address that issue.

6:00 P.M. The Mayor opened the floor to Public Comment and seeing none, closed the floor to Public Comment.

B. Presentation by Tyller Williamson representing the Monterey County Housing Coalition regarding the Need for Affordable Housing within the Peninsula {10 minutes}

Tyller Williamson, Council member from the City of Monterey and Monterey County Housing Coalition representative presented the history, goals, and efforts of the Monterey County Housing Coalition. He thanked the Mayor for offering to represent the City of Sand City in the discussions being held by the Housing Coalition. He reported that the four objectives were to conduct the Peninsula Employee/Student Housing Study to look at the workforce and student population with the purpose to gather new and existing qualitative and quantitative data into a single report, contribute funding to a JPA/Explore Formation of Peninsula Housing JPA to obtain competitive gap funds for housing projects; Water Allocation for Affordable/Workforce Housing whereby the Monterey Peninsula Management District (MPWMD) agendized an item to discuss allocation of water for affordable housing; and to Leverage Additional Federal/State/Local Dollars with the objective that has combined the JPA report in regards to the 21 Elements organization from San Mateo County. Collaboration amongst Staff in the regional jurisdictions will allow entities to leverage additional affordable housing dollars.

In response to Council Member Hawthorne's question why there is no affordable housing in Monterey, Mr. Williamson replied that it could possibly be due to the development impact fees that are being charged per square foot instead of per unit. Council Member Hawthorne added that until the fees are changed there will not be low cost housing on the Peninsula.

Council Member Sofer thanked Mr. Williamson for his hard work, and spoke to the concerns of business owners in the area that have to pay their leases.

Mr. Williamson expressed that if there is a way to prioritize affordable housing units for people who work here, it would contribute to what the organization is trying to achieve.

6:20 P.M. Floor opened for Public Comment.

Business Owner Fred Saunders of Sculpture Works inquired whether a discussion will be held regarding public art. The City Clerk clarified that it is the next agenda item.

Mayor Carbone thanked Mr. Williamson for the informative presentation.

Mr. Williamson spoke to the issue regarding water and its relation to affordable housing, impact fees, and programs and opportunities that are available. He informed the Council that if they have any questions he can be reached by phone or email.

6:30 P.M. Floor closed to Public Comment.

AGENDA ITEM 9. NEW BUSINESS

A. Consideration of City RESOLUTION Approving a Service Agreement with So-Gnar Inc. (Pat Milbery) for the 2020 West End Mural Festival "WE" (WE) and Authorizing the City Manager to Enter into the West End Mural Festival Artist Procurement and Curation Service Agreement

City Manager Blair commented that over the past 2 months, the Sand City Arts Committee has held three meetings to discuss more public art and the potential of holding a mural festival within the West End District. There was discussion regarding how to push the festival forward. The Arts Committee is recommending producing 10 murals within the West End district, with 2 artists collaborating on one wall mural. A list of potential artists has been created. Some of the artists are local while others are not. The Monterey Arts Council has been contacted for local artists. Property owners have also been contacted and they would enter into a contract that would allow the art on their property. There is normally a commitment of 3 years to leave the art on the wall but it can be up to 1 year. This still has to be determined. All artists will be paid the same amount and the amount paid is not based on their skill level. The contract for \$15,000 allows for City Manager approval, however with something this new, Staff wanted the Council to be informed.

In response to Council Member Cruz's question regarding who will approve the art that will be displayed on the murals, Mr. Blair stated that the contract does address what will go onto the walls. There is a theme list and the property owners will have the opportunity to view the 'mock ups' of possible murals before they are painted. There will be thematic scenes and the Arts

Committee has decided to set the bar fairly high on the type of art that will go into the mural.

Council Member Sofer added that it would be nice for local artists to have the opportunity to participate in a juried situation.

Council Member Hawthorne commented that the Arts Committee has looked at various muralist and the Committee would like to have top quality muralist participating and is open to artists who would like to participate.

6:35 P.M. Floor opened for Public Comment.

Sand City business owner Fred Saunders commented that it is a good idea and suggested that adding some sculptures into street corners or sides of a building.

Council Member Sofer added that there are other various art forms that can be incorporated within the City.

6:40 P.M. Floor closed to Public Comment.

The Mayor thanked Mr. Saunders for his input, desire to get involved, and the beautiful display in front of his building.

Motion to approve the City **Resolution** approving a Service Agreement with So-Gnar Inc. (Pat Milbery) for the 2020 West End Mural Festival "WE" (WE) and Authorizing the City Manager to Enter into the West End Mural Festival Artist Procurement and Curation Service Agreement was made by Council Member Sofer, seconded by Council Member Hawthorne. AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES: None ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion carried.

City Manager Blair requested that if there is a particular location within the City that the Council would like to have a mural displayed to please let him know. Council Member Sofer commented that Sand City has a vast amount of automotive businesses and creating something with that theme would make for a possible mural.

B. Comments by Council Members on Meetings and Items of interest to Sand City

Council Member Sofer reported that the TAMC Bicycle Committee was cancelled for the month of March.

Council Member Hawthorne reported on his recent trip to Michigan to view the recycling of plastics, tires, and how other items can be used as bio-fuel. This process has no carbon emissions and does not get placed into landfills.

Council Member Cruz reported that she attended a TAMC meeting that

included a presentation on getting the rail extended.

C. Upcoming Meetings/Events

The City Clerk brought to the Council's attention the Annual Awards Dinner and League of California Cities Monterey Bay Division meeting.

The Mayor mentioned the Health Conference at Oldemeyer Center on Saturday, March 7th, and the March 27th Women's Ball. Tickets are

AGENDA ITEM 10, CLOSED SESSION

6:55 p.m.

A. City Council/Successor Agency Board to adjourn to Closed Session regarding:

- 1) **Conference with labor negotiator pursuant to California Government Code Section 54957.6.**
Agency designated representatives: Donna Williamson/Vibeke Norgaard, City Attorney
Employee organization: Sand City Police Officers' Association (POA)
- 2) **Conference with Legal Counsel regarding anticipated litigation (California Government Code Section 54956.9(e)(1) (1 case).**
- 3) **Conference with Legal Counsel pending litigation (California Government Code Section 54956.9(d)(1) *California Coastal Commission Notice of Violation.***

7: 35 p.m.

B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Cal. Gov. Code section 54957.1 of the Ralph M. Brown

The City Council received an update on POA negotiations (Item 10A(1)), a confidential update on anticipated litigation (item 10A(2)), and confidential update on pending litigation (Item 10A(3)).

AGENDA ITEM 11, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Hawthorne, seconded by Council Member Cruz. There was consensus of the City Council to adjourn the meeting at 7:37 p.m. to the next regularly scheduled City Council meeting on Tuesday, March 17, 2020 at 5:30 p.m.

Linda K. Scholink, City Clerk

Agenda Item

6B

**CITY OF SAND CITY
RESOLUTION SC ____, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY DESIGNATING
THE WEEK OF APRIL 19 through APRIL 25, 2020 AS
NATIONAL CRIME VICTIMS' RIGHTS WEEK**

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims; and

WHEREAS, this commemorative week celebrates the energy, perseverance and commitment that launched the victim's rights movement, inspired its progress, and continues to advance the cause of justice for crime victims; and

WHEREAS, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and

WHEREAS, incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime; and

WHEREAS, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger, and hope without fear of judgment, and will feel understood, heard, and respected; and

WHEREAS, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities; and

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organizations, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice; and

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

WHEREAS, *National Crime Victims' Rights Week*, provides an opportunity to recommit ensuring that all victims of crime - especially those who are challenging to reach or serve - are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City hereby expresses sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to

improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of March, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

Agenda Item

6C



City of Sand City

Agenda
Item

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: March 10, 2020
SUBJECT: Acting City Clerk Appointment

Discussion:

The City Clerk of Sand City, Linda Scholink, has announced her retirement effective May 8, 2020. So as to prevent disruption in the City workflow the City is in imminent need of an acting City Clerk. The City's Deputy City Clerk, Connie Horca, has extensive experience and knowledge regarding City business and the functions of the City Clerk, having served as the City's deputy City Clerk for over ten (10) years.

Per the City of Sand City Personnel Manual section 5.09, City employees serving in an acting appointment may receive a five percent (5%) increase of the employee's salary rate. The Sand City Municipal Code section 2.50.070 gives the City Manager the power to appoint each officer and employee of the City except for the City Attorney and City Auditor.

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

An annual salary increase of \$4,500 plus benefits.

Recommendation:

Staff recommends that the City Council of Sand City appoint Connie Horca as the Acting City Clerk effective April 1, 2020 to serve until such time as a new City Clerk is able to begin work, and receive a 5% raise during her time serving as Acting City Clerk.

**CITY OF SAND CITY
RESOLUTION SC-___, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPOINTING CONNIE HORCA
AS ACTING CITY CLERK**

WHEREAS, the City Clerk of Sand City, Linda Scholink, has announced her retirement effective May 8, 2020; and

WHEREAS, so as to prevent disruption in the City workflow the City is in imminent need of an acting City Clerk; and

WHEREAS, the City's Deputy City Clerk, Connie Horca, has extensive experience and knowledge regarding City business and the functions of the City Clerk, having served as the City's deputy City Clerk for over ten (10) years.

WHEREAS, per the City of Sand City Personnel Manual section 5.09, City employees serving in an acting appointment may receive a five percent (5%) increase of the employee's salary rate; and

WHEREAS, Sand City Municipal Code section 2.50.070 gives the City Manager the power to appoint each officer and employee of the City except for the City Attorney and City Auditor.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Sand City that Connie Horca be appointed as the Acting City Clerk effective April 1, 2020 to serve until such time as a new City Clerk is able to begin work, and receive a 5% raise during her time serving as Acting City Clerk.

PASSED AND ADOPTED by the City Council of Sand City on this ___ day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Agenda Item

6D

CITY OF SAND CITY

RESOLUTION SC ____, 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
HONORING LINDA K. SCHOLINK FOR 30 YEARS OF SERVICE TO THE CITY OF
SAND CITY AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY**

WHEREAS, since September 1, 1990 Linda K. Scholink has spent 30 years, if not most of her professional career in servitude to the City of Sand City, first as a Planning Secretary and Office Manager and thereafter the Administrative Services Director/City Clerk; and

WHEREAS, it is hopeful that Linda's attendance at countless public agency meetings, and serving on various public agency boards as the City of Sand City's representative has not diminished Linda's desire to continue her public sector service; and

WHEREAS, Linda has demonstrated an exceptional amount of fortitude, patience, and perseverance during long City Council meetings, changes under the hiring of new City Managers and Interim City Managers, and responding to various requests that often occur after working hours; and

WHEREAS, Linda has played a key role during the dissolution of Redevelopment Agencies, has often lost sleep while ruminating over figures and contracts, and still managed to ensure the financial health of the City of Sand City; and

WHEREAS, Linda's daily walks during favorable weather has helped to alleviate the various pressures and stresses associated by being in constant demand; and

WHEREAS, every woman that finally figured out her worth, has picked up her suitcases of pride and boarded a flight to freedom, which landed in the valley of change, and the City of Sand City wishes Linda continued happiness in a life without the mountains of paper work lying in wait and retirement that is equaled to freedom.

NOW THEREFORE, BE IT RESOLVED, by the City Council that:

1. The City of Sand City honors Linda K. Scholink and does hereby recognize her many positive contributions to the City of Sand City.
2. The City of Sand City joins in wishing Linda K. Scholink a happy, peaceful, and long deserved retirement as she enters into a new chapter in life filled with the things she has always planned to do and untold adventures waiting to be experienced.

PASSED AND ADOPTED by the Sand City Council on this ____ day of March, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Aaron Blair, City Manager

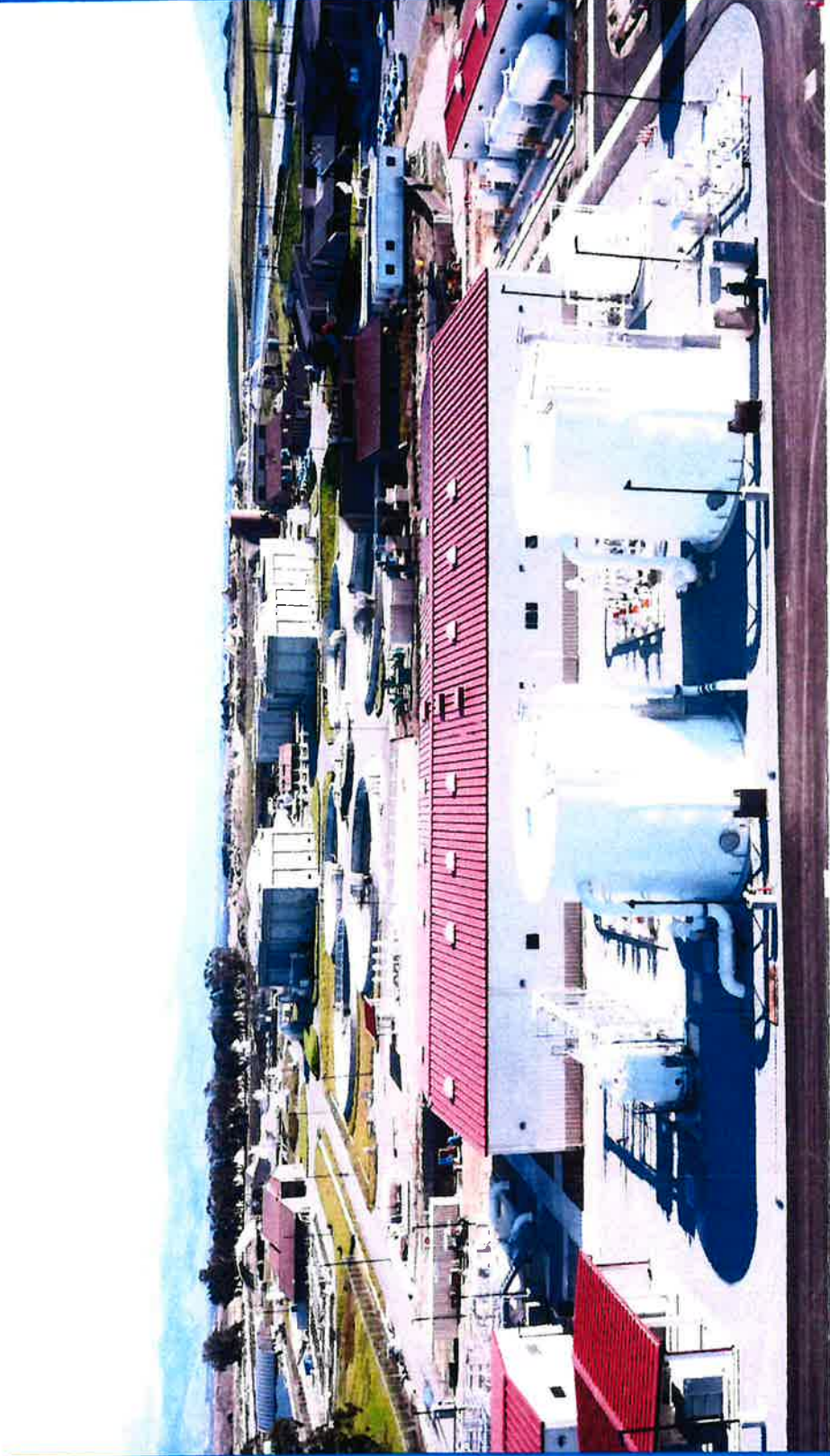
Agenda Item

8A



PROJECT UPDATE 03.17.2020
Sand City City Council

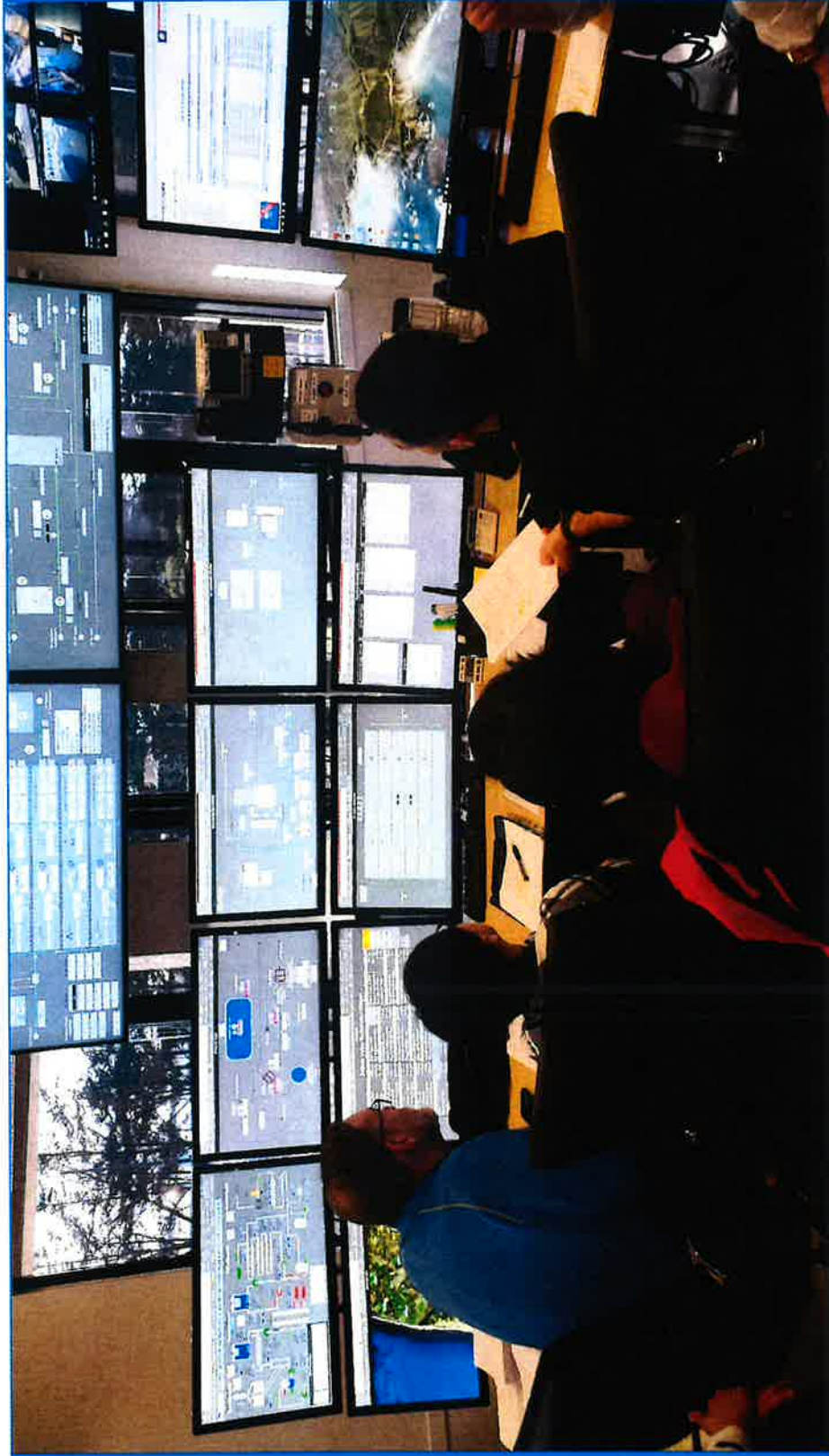
PURE WATER MONTEREY: Recap



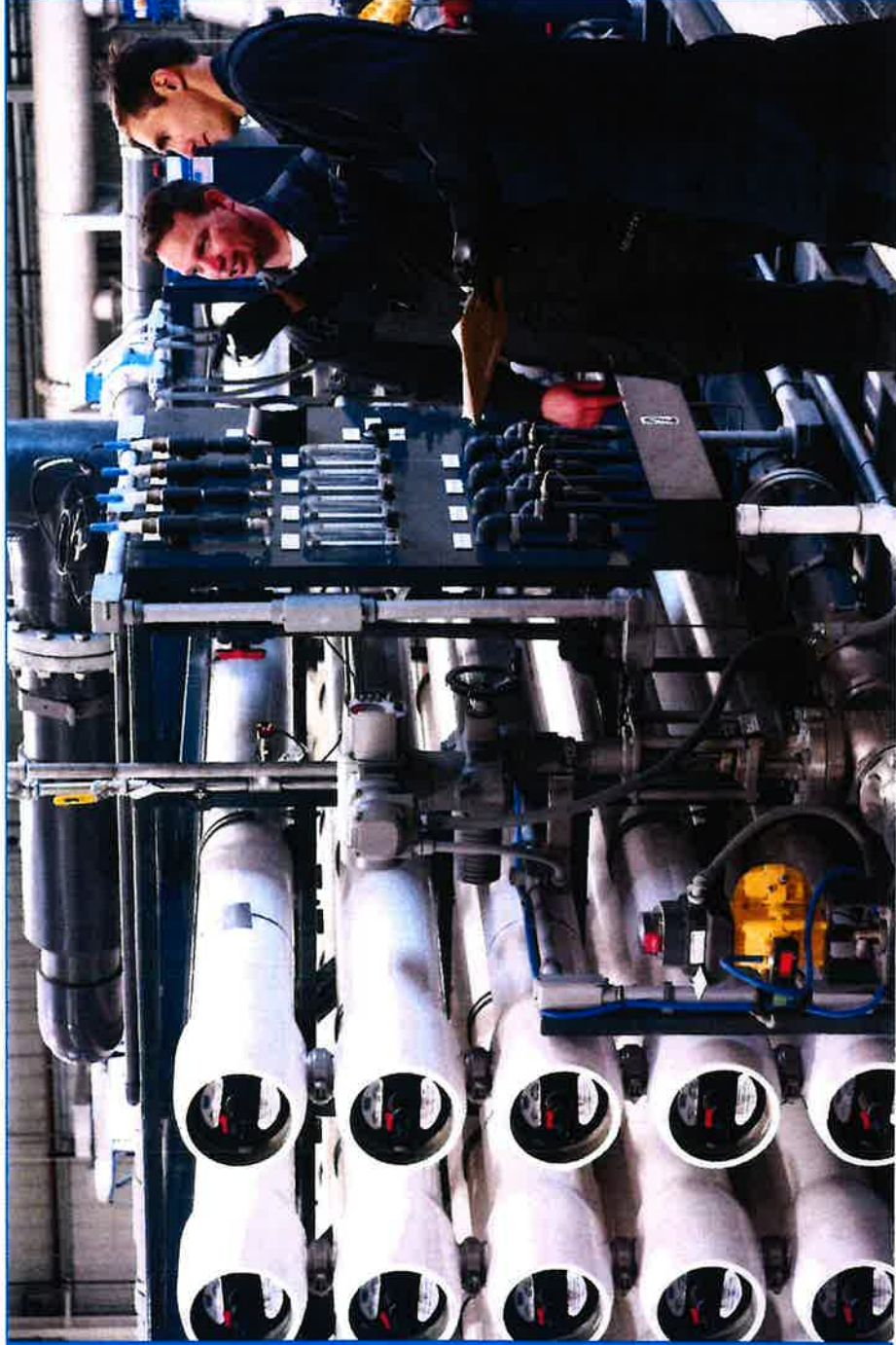
SITE INSPECTION: Division of Drinking Water



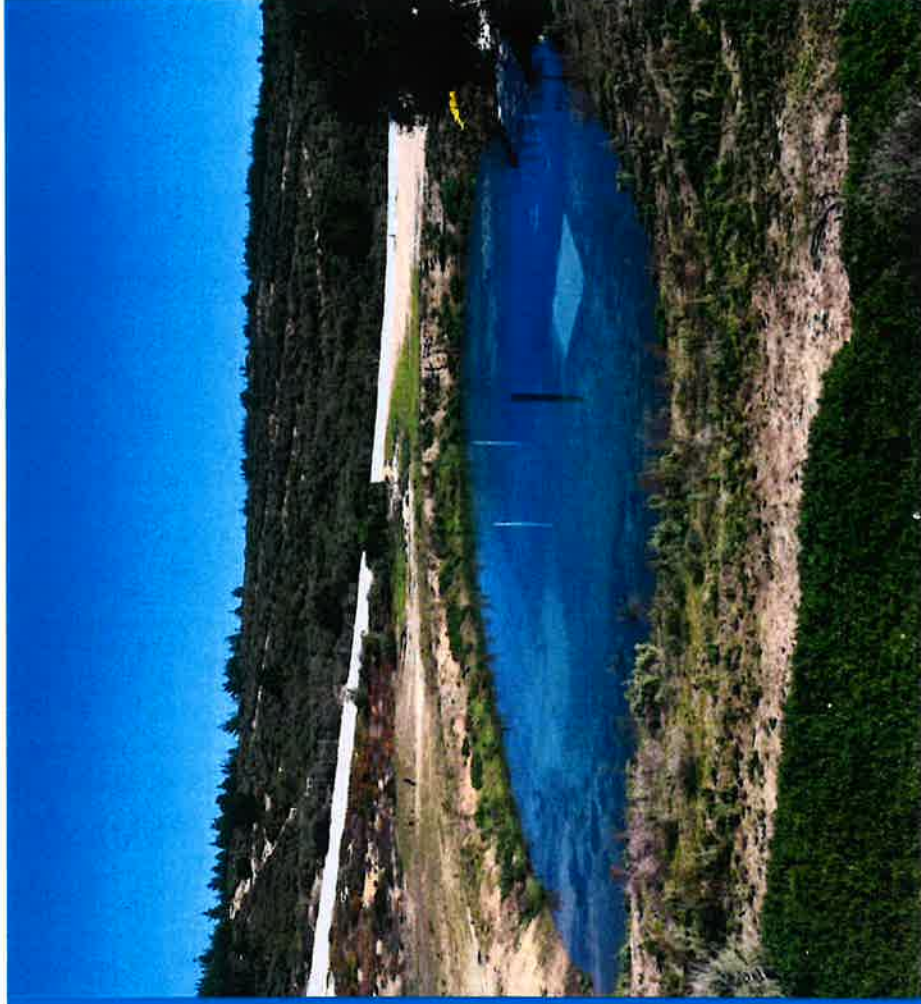
SITE INSPECTION: Division of Drinking Water



ADVANCED WATER PURIFICATION FACILITY: Startup



SEASIDE BASIN: Shallow Injection Wells and Percolation Pond



QUESTIONS?



Agenda Item

9A



City of Sand City

Agenda
Item

9A

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: March 16, 2020
SUBJECT: Adopt a Resolution Ratifying the City Manager's Proclamation of Local Health Emergency in Response to the 2019 Novel Coronavirus

BACKGROUND

An outbreak of pneumonia in Wuhan, China was reported to the World Health Organization (WHO) on December 31, 2019. An illness caused by a novel coronavirus called COVID-19 was soon identified as the cause. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The Centers for Disease Control and Prevention (CDC) believes that symptoms appear two to fourteen days after exposure. There is currently no vaccine to prevent COVID-19. CDC response guidance requires extraordinary efforts to manage ongoing COVID-19 risk, including limiting public gatherings.

Title 2, section 2.12, of the Sand City Municipal Code (SCMC) authorizes the City Manager under specific circumstances to assume general control of the City government in case of an actual or threatened emergency. Emergency is defined as "the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as... epidemic, ... or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat". (SCMC §2.12.020). SCMC Section 2.12.080 details the emergency powers conveyed to the City Manager when such an emergency has been proclaimed. The SCMC designates the City Manager as the disaster council chairperson and the Chief of Police as the vice-chairperson. (SCMC §2.12.050).

On March 16, City Manager Aaron Blair joined other Monterey Peninsula cities by declaring a local health emergency pursuant to the authority granted to him as the disaster council chairperson and the Chief of Police as the vice-chairperson. (SCMC §2.12.050). The health, safety and welfare of Sand City residents, businesses, visitors and staff is of utmost importance to the City and extraordinary measures are likely needed to protect the public health of persons within the City as a result of this pandemic. These measures may be beyond the control or capability of the services, personnel, equipment, and facilities of the City. Declaring a local health emergency empowers the City to more effectively respond to COVID-19, reallocate

resources to staff the EOC, coordinate with partner agencies, seek and utilize mutual aid, and pursue potential federal and state reimbursement for costs related to response efforts.

For the City Manager's emergency declaration to remain in effect longer than seven days, the City Council must ratify it. Once ratified the Proclamation will be in effect for sixty days under state law. The Council is required to review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency, although staff is recommending that Council review it every 30 days. (Cal. Gov't Code § 8630).

Staff recommends City Council adopt the attached resolution ratifying the City Manager's declaration of a local health emergency in response to COVID-19 and review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated. If the Council does not confirm the emergency declaration, it will expire. Without a valid declaration, the City will continue to follow and be guided by the actions and recommendations of the Monterey County Public Health Department. However, the City may be ineligible for any applicable reimbursements for its response costs.

FISCAL IMPACT

The economic impact of COVID-19 may cause significant reductions in City sales tax, property transfer tax, permits and licenses, and fees for service revenues. The future costs of responding to COVID-19 are unknown at this time due to evolving conditions.

STAFF RECOMMENDATION

1. Adopt a Resolution Confirming the City Manager/Director of Emergency Services' Proclamation of Existence of a Local Emergency (COVID-19).
2. Do not ratify the City Manager's proclamation of a local emergency.

Staff recommends adopting a Resolution Confirming the City Manager/Disaster council chairperson Proclamation of Existence of a Local Emergency (COVID-19).



**PROCLAMATION OF LOCAL EMERGENCY BY THE CITY MANAGER
OF THE CITY OF SAND CITY**

1. Title 2, section 2.12, of the Sand City Municipal Code (SCMC) authorizes the City Manager under specific circumstances to assume general control of the City government in case of an actual or threatened emergency. Emergency is defined as “the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as... epidemic, ... or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat”. (SCMC §2.12.020). SCMC Section 2.12.080 details the emergency powers conveyed to the City Manager when such an emergency has been proclaimed.
2. The SCMC designates the City Manager as the disaster council chairperson and the Chief of Police as the vice-chairperson. (SCMC §2.12.050).
3. The City Manager has found, and by this Proclamation confirms, conditions of peril to the safety of persons and property have arisen within the City or are threatened to arise.
4. The United States Centers for Disease Control and Prevention have stated that a novel coronavirus named "COVID-19" is a serious public health threat, based on current information;
5. California’s Governor Gavin Newsom has declared a state of emergency exists due to the COVID-19 outbreak.
6. The County of Monterey Health Officer issued a statement that a threat exists of widespread community transmission of COVID-19 in Monterey County. This threat is imminent and poses a threat to public health and safety.
7. The COVID-19 public health threat may have immediate or future impacts on the City's ability to provide services to the community as follows:
 - a. Temporary closure of public facilities, cancellation of non-essential City sponsored events and meetings, temporary suspension of employee travel, and increase remote access by city employees may be required; and
 - b. Reassignment of staff may be required to deliver essential services necessary to protect life and property of the Sand City community: police patrol, police dispatch and records, public works emergency response, public information and City Council support, and the internal services necessary to support essential services including payroll, accounts payable, procurement, information technology; and

- c. Reassignment of staff may impair the ability of staff to make progress on City Council priorities and work plans and to comply with mandated state and federal reporting; and
 - d. The economic impact of COVID-19 may cause significant reductions in City sales tax, property transfer tax, permits and licenses, and fees for service revenues.
8. The foregoing facts reflect conditions of peril and warrant and necessitate the proclamation of a Local Emergency.

NOW, THEREFORE, the City Manager of Sand City does hereby proclaim:

1. The existence of a local emergency within the City of Sand City on this thirteenth day of March, 2020 and;
2. During this Local Emergency, the powers, functions and duties of the City Manager shall be those prescribed by state law, the City Charter, and Sand City's Municipal Code enacted by the City to mitigate effects of the Local Emergency, to include the following powers:
 - a. Control and direct City efforts to manage the emergency;
 - b. Represent the City in all dealings with public or private agencies on matters pertaining to emergencies;
 - c. Make and issue rules and regulations on matters reasonably related to the protection of life and/or property as affected by the emergency. (Hereafter those rules and regulations must be confirmed at the earliest practicable time by the city council.); and
 - d. Obtain vital supplies, equipment, and other properties not readily available but immediately needed for the protection of life or property and to bind the City for the fair value of same.
3. This Local Emergency Proclamation may be modified or terminated by either the City Manager or the City Council of Sand City.
4. This Local Emergency Proclamation shall be rescinded and have no further force or effect by the failure of the City Council of Sand City to ratify this Proclamation at its next Regular or Special Meeting.



Aaron Blair, City Manager

3.16.2020
Date

**CITY OF SAND CITY
RESOLUTION SC-___, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RATIFYING THE
PROCLAMATION OF EMERGENCY BY THE CITY MANAGER DUE TO THE
SPREAD OF A SEVERE RESPIRATORY ILLNESS CAUSED BY A CORONAVIRUS
(COVID-19)**

WHEREAS, in December of 2019, a novel coronavirus known as SARS-CoV-2 (“COVID-19”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease that has now spread globally; and

WHEREAS, the President of the United States on March 13, 2020 proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, the United States Centers for Disease Control and Prevention have stated that COVID-19 is a serious public health threat, based on current information; and

WHEREAS, the United States Secretary of Health and Human Services declared a public health emergency on January 31, 2020; and

WHEREAS, the Governor of California, Gavin Newsom, has declared a state of emergency exists due to the COVID-19 outbreak; and

WHEREAS, the County of Monterey Health Officer has issued a statement that a threat exists of widespread community transmission of COVID-19 in Monterey County; and

WHEREAS, the Sand City Municipal Code (SCMC §2.12.020) authorizes the City Manager of Sand City to assume general control of the City government when there is an actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Sand City (“City”) caused by an epidemic, or other conditions, which are likely to be beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, SCMC Section 2.12.080 details the emergency powers conveyed to the City Manager when such an emergency has been proclaimed; and

WHEREAS, SCMC §2.12.050 designates the City Manager as the disaster council chairperson and the Chief of Police as the vice-chairperson; and

WHEREAS, the City Manager has on March 16, 2020 issued a proclamation of local emergency; and

WHEREAS, the COVID-19 public health threat may have immediate or future impacts on the City's ability to provide services to the community; and

WHEREAS, under provisions of the Sand City municipal Code, the City Manager's proclamation of local emergency must be ratified within seven days of issuance in order to remain in effect.

NOW, THEREFORE BE IT RESOLVED by the City Council of Sand City that it is hereby proclaimed and ordered that the Proclamation of Local Emergency, issued by the City Manager of Sand City on March 16, 2020 is hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Agenda Item

9B

STAFF REPORT

MEETING : March 3, 2020
TO: Mayor and City Council/
Successor Agency to the Former Sand City Redevelopment Agency
FROM: Vibeke Norgaard, City/Agency Attorney
SUBJECT: Approval of Second Amendment to Agreement Regarding Affordable
Housing

BACKGROUND:

The affordable housing program at the Independent Building (600 Ortiz Avenue, Sand City) is set forth in two agreements entered into between the former Sand City Redevelopment Agency and the original property owner, the Design Center: the 2005 Agreement Regarding Affordable Housing, and a 2008 First Amendment thereto, (combined the "**Housing Agreements**").

The Housing Agreements provide that the original owner provide ten residential units in the building for occupancy at affordable rents and designated specific units to be maintained for occupancy at affordable levels. On October 30, 2009, Urban Atelier, owned by Don Orosco and Gerard Lyles ("**Owners**") took ownership of the Property.

The Housing Agreements establish specific formulas by which to determine: (1) the maximum rent which may be charged for each unit in the Program; and (2) at what income levels potential occupants are eligible for those units. The maximum monthly rents for the affordable units, including any tenant paid utilities, fees or other service charges, were not allowed to exceed the following percentage of the annual Area Median Income, as published by the California Department of Housing and Community Development (the "Area Median"):

- Monthly rent for very low-income tenants, (1/12th) of 30% of 50% of the Area Median Income, adjusted for household size;
- Monthly rent for Lower income tenants, (1/12th) of 30% of 60% of Area Median Income, adjusted for household size;
- Monthly rent for Moderate Income tenants, (1/12th) of 30% of 110% of the Area Median Income, adjusted for household size.

The Agreements specify that the rent charged should be determined based on the number of bedrooms plus one: so for example, rent for a studio unit should be determined based on the 1-person area median income figures (0 bedrooms plus 1), a 1 bedroom would be determined based on the 2-person income figures (1 bedroom plus 1), etc. (Agreement, section 3.0). The Agreements also defined income levels as follows: A "very low income" household is defined as

persons or families whose income is no more than 50% of the Area Median Income; “Lower income” as no more than 80% of Area Median Income; and “Moderate income” no more than 120% of Area Median Income.

City/Agency staff discovered that the Affordable Housing Program had not met the goals required by the Agreements in two main ways: (1) the Owner was charging occupants different amounts than those required under the Housing Agreements; and (2) the Owner was relying on renter information and rented units in the Affordable Housing Program to occupants that were not in fact eligible for the affordable housing (i.e., they earned too much).

In 2019, the Interim City Manager/Executive Director Fred Meurer, and subsequently the City Manager/Executive Director, Aaron Blair and the City/Agency Attorney met with Owners’ representative, Richard Utic of Saratoga Capital, who manages the building for Urban Atelier to rectify these discrepancies. Mr. Utic conducted an audit of the affordable program and has notified the Successor Agency that it has located and repaid any amount overcharged to any past or present income-eligible occupants who were overcharged since the Owners took ownership.

RECOMMENDATION

Staff recommends that the Successor Agency authorize the Executive Director to enter into the attached Second Amendment to the Agreement regarding Affordable Housing.

This Amendment addresses the Agency’s concerns regarding the management of the affordable Housing Program in the following main ways:

- In order to address the additional windfall Owners received as a result of overcharging for the affordable units, Owners have agreed to add one additional unit in the Affordable Program for a period of twelve years.
- In order to address the concern raised by Mr. Meurer of the unfairness of evicting an occupant simply because the occupant starts earning more than allowed under the Housing Agreement, the Amendment builds in flexibility by allowing a resident to earn 110% of the maximum income for a period of up to 2 years, and flexibility in which specific units are made available to rent as affordable, though requiring that the additional units are of the same type (e.g., studio/1-Bedroom).
- In order to ensure that owner has the incentive to make 11 units available under the affordable program, the amendment provides that in the event that less than 11 affordable units are made available for a period of two months or longer the Owner will pay the difference between the market rent and the Affordable Rent on affordable units being offered at market rate rent to the Successor Agency until they are again offered as affordable.

- The Amendment also requires that the Owner provide a report to the City and the Successor Agency on or before June 1 of every year with more detailed information than previously required.

FISCAL IMPACT

There is no fiscal impact to the Successor Agency related to this Amendment

REQUESTED BY AND WHEN
RECORDED MAIL TO:

Successor Agency to the Sand City Redevelopment Agency
1 Pendergrass Way
Sand City, CA 93955

APN:011-236-026

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Exempt from fee pursuant to Government Code Section 6103

SECOND AMENDMENT TO AGREEMENT REGARDING AFFORDABLE HOUSING

This Second Amendment to Agreement Regarding Affordable Housing ("**Second Amendment**") is made as of the _____ day of March, 2020 ("**Effective Date**") in the County of Monterey, State of California by and between the Sand City Successor Agency, as Successor to the Sand City Redevelopment Agency ("Successor Agency") a public agency organized and existing pursuant to the Community Redevelopment Law of the State of California, and Urban Atelier LLC, a California limited liability company ("**Owner**") with reference to the following recitals. Successor Agency and Owner are collectively referred to in this Agreement as **the Parties**.

RECITALS:

- A. On June 24, 2005, the Sand City Redevelopment Agency, a public agency organized and existing pursuant to the Community Redevelopment Law of the State of California ("**Redevelopment Agency**") and Design Center, LLC, a California Limited Liability Company ("**Design Center**") entered into an agreement regarding affordable housing, recorded on June 28, 2005 as Document 2005-065075, Monterey County Records ("**Affordable Housing Agreement**"), which provided in part that the Design Center, currently referred to as "the Independent", provide ten (10) residential units in the project for occupancy at affordable rents.
- B. On January 2, 2008, the Design Center and the Redevelopment Agency executed a First Amendment to the Agreement, which *inter alia* designated specific units to be maintained for occupancy at affordable rents ("**First Amendment**"). The Affordable Housing Agreement and First Amendment are referred to herein as "**Housing Agreements**".
- C. The Housing Agreements establish formulas by which the Parties are to determine: (1) the maximum rent which may be charged for each unit in the Program ("**Affordable Rent**"); and (2) at what income levels potential occupants are eligible for those units ("**Income Eligibility**" or "**Income Eligible**") (combined, "**the Affordable Housing Program**").

D. On October 30, 2009, Owner took ownership of the Property. In December of 2011, the Successor Agency to the Sand City Redevelopment Agency ("Successor Agency") was established upon dissolution of the Redevelopment Agency. According to the terms of the Housing Agreements, the requirements to manage the Affordable Housing Program are binding upon the Owner and all covenants established in the Housing Agreements are for the benefit of and run in favor of the Successor Agency and the City of Sand City ("City").

E. Parties agree that the Affordable Housing Program has not met the goals required by the Housing Agreements in at least two areas: (1) Owner either undercharged or overcharged at different amounts than those set forth in the Housing Agreements as Affordable Rents; and (2) Owner relied on renter information and rented units in the Affordable Housing Program to Occupants that were not Income Eligible under the terms of the Agreements. Parties have met and mutually agreed to update data and the Owner's site program in order to find an equitable solution for on-going operations.

F. Owner has conducted an audit of the Affordable Housing Program and Parties have reached an agreement that preserves the goals of the Affordable Housing Program. To address any overcharge of rents to individual Occupants, Owner has located and repaid any amount overcharged to past or present income eligible Occupants who either are or have been overcharged since Owner took ownership. To address the additional amounts Owner has received in overcharging for Affordable units, Owner has agreed to include an additional unit in the Affordable Program.

G. The Parties also desire flexibility in the units made available under the Affordable Housing Program in order to allow for a more compassionate solution than automatic eviction when an occupant in an affordable unit in the Program ("**Occupant**") exceeds Income Eligibility.

AGREEMENT:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner agrees to add one additional one-bedroom apartment to the Affordable Housing Program ("**New Unit**"), increasing the number of affordable units available under the Program from ten (10) units to eleven (11). The New Unit, shall be rented to a Moderate Income household, at the affordable rates for Moderate income units set forth in the Housing Agreements for a period of twelve (12) years beginning on the date of this Second Amendment. The New Unit will be made available to a Moderate Income Household within thirty (30) days of the date of this Second Amendment.

2. The Parties agree that if an Occupant's income exceeds that allowed under the Housing Agreements by an amount not to exceed one-hundred and ten percent (110 %) of Income Eligibility, the Occupant may remain in the unit for a period of up to two (2) years from the date such income increase is determined. Provided, however, that if the Occupant exceeds one-hundred and ten percent (110%) of Income Eligibility during the two-year period, the Occupant will no longer be eligible for the unit. This provision will not change the method by which Income Eligibility is determined upon move-in.

3. The Parties agree that when an Occupant is determined to no longer be Income Eligible because either: (1) the Occupant's income exceeds one-hundred and ten percent (110%) of the Income Eligibility; or (2) two (2) years have passed since the determination that the Occupant's income exceeded Income Eligibility (but as set forth in section 2 above the Occupant did not exceed one-hundred and ten percent (110%) of Income Eligibility), then such Occupant may remain in his or her unit and begin to pay market rate rent, and Owner will make the next unit which comes available a replacement Affordable Unit under the Affordable Housing Program as soon as it is available ("**Additional Flexible Unit**"). Owner will ensure that the Additional Flexible Unit is of the same type (e.g., studio/1-Bedroom) as occupied by the Occupant who is no longer Income Eligible, and will rent the Additional Flexible Unit for not more than the maximum rent amount required for such unit type, as set forth in the Housing Agreements. Owner agrees to immediately notify the City and the Successor Agency when an Additional Flexible Unit is made available under this section. In order to ensure that enough inventory is available to provide affordable housing under the Affordable Housing Program, in the event more than fifty percent (50%) of all units in the Independent Building are sold to a party other than Owner, Parties agree to meet and confer to revise this section in order to return to the fixed set of affordable units required by the Housing Agreements. In the event that less than eleven (11) units are made available in the Affordable Housing Program for a period of two (2) months or longer (or, after twelve (12) years from the date of this Agreement, ten (10) units) Owner agrees to pay to the Successor Agency, starting on the first day the unit was charged market rent, the difference between the market rent and the Affordable Rent on each of the previously affordable units being offered at market rate rent until such time as eleven (11) units are again available under the Affordable Program at affordable rents.

4. This Second Amendment does not alter the requirement that Owner continue to hold title to the ten (10) units designated as affordable in the First Amendment in a single ownership throughout the term of the Housing Agreements.

5. Owner will provide a report to the City and the Successor Agency on or before June 1 of every year which sets forth: (a) which specific units are being rented as affordable; (b) the annual income and household size of the Occupants; (c) the rent category of the unit (i.e., low income; moderate etc.) and maximum rent permitted for each unit; (d) the actual rent charged to each unit; (e) which Occupants have exceeded the Income Eligibility by less than 110% and for how long; (f) whether during the preceding year eleven units were not available under the Affordable Housing Program and if so for how long (after twelve years from the date of this Second Amendment this number drops to ten); and (g) the number of units in the Independent building owned by Owner during the preceding year.

6. Miscellaneous.

- (a) Governing Law. This Second Amendment is governed by the laws of the State of California and any questions arising thereof shall be construed or determined in accordance with such laws. Any action to enforce or interpret this Second Amendment shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

- (b) Attorney's Fees. If either the Successor Agency or Owner brings an action to enforce the terms and conditions of this Second Amendment or to declare its rights hereunder, the losing or defaulting party shall pay to the prevailing party its attorney's fees and all of its costs and expenses incurred in connection with the prosecution and defense of such action.
- (c) Mediation. Prior to the commencement and continuation of any civil action or suit (an "Action"), any and all claims, controversies or disputes arising out of or relating to this Second Amendment, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the authorized decision maker(s) of the Parties, an Action shall be submitted to confidential non-binding mediation with written notice in accordance with the rules and procedures for mediation then in effect under the Judicial Arbitration and Mediation Service, Inc. (JAMS). Mediation shall be a condition precedent to commencing and continuing an Action based on this Second Amendment by either Party, insofar as: (i) submitting the matter to a mediation in accordance with this provision shall be required prior to a Party being able to obtain any affirmative relief or remedy in an Action; and (ii) a Party that initiates an Action prior to submitting the matter to a mediation in accordance with this provision, or a Party that fails to participate in a mediation initiated by the other Party in accordance with this provision, waives any right to recover its fees and costs (if a prevailing party in the Action) otherwise provided for in this provision. The mediation condition precedent shall be deemed satisfied: (i) as to a particular Party if that Party attempted to mediate the matter in accordance with this provision but the other Party failed to participate in the attempted mediation; or (ii) as to both Parties if the Parties have failed to conclude the mediation, or otherwise fully resolve the disputed matter(s), within forty-five (45) days from the date of their participation in the first mediation session. Unless otherwise agreed by the Parties, the mediation and/or any Action based on this Second Amendment shall take place in Monterey, California with the intent of the Parties to resolve all disputes in one forum, whether it be a multi-party mediation or arbitration provisions or a two-party arbitration governed by this Second Amendment, with claims and disputes being heard by the same mediator(s) in a single proceeding. Except as is otherwise provided in this provision, the prevailing party in any Action based on this Second Amendment shall be entitled to recover all of its reasonable costs and expenses incurred in connection with the dispute, including, but not limited to, expert fees, consultant fees, mediator's fees, mediation costs and expenses, and attorneys' fees.
- (d) Invalidity. Should any portion of this Second Amendment be declared invalid or unenforceable, then such portion shall be deemed to be severed from this Second Amendment and shall not affect the remainder thereof.
- (e) Successors and Assigns. All provisions of this Second Amendment, including the benefits and the burdens, will run with the land and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Successor Agency, the City and Owner.

- (f) Entire Agreement. Except as provided herein, all terms and conditions of the Housing Agreements shall remain in full force and effect. Any terms used herein but not separately defined herein shall have the meaning of those terms as defined in the Housing Agreements.
- (g) Indemnification/Hold Harmless. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless the Successor Agency and/or the City and any and all of their officials, employees, contractors and agents ("**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent act, error or omission of Owner, its officers, agents, employees or subconsultants in the performance of services under this Agreement. Provided that Owner shall not be obligated under this Agreement to indemnify for claims or actions arising from the negligence of the Successor Agency and/or the City, or from the negligence of any or all of their officials, employees, contractors and agents. With respect to third party claims against the Owner, Owner waives any and all rights to express or implied indemnity against the Indemnified Parties. In the event the Indemnified Parties are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by the City and/or the Successor Agency, Owner shall defend the City and/or the Successor Agency with counsel of its choice at Owner's cost or, at City's or Successor Agency's option, shall reimburse the City and/or Successor Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Owner's negligent acts, errors or omissions.
- (g) Release of Claims. By executing and implementing this Agreement, the Successor Agency releases and forever discharges Owner from any claims Successor Agency may have arising out of the violations of the prior Housing Agreements as set forth in Recitals E and F of this Agreement.

signature pages follow

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) and year set forth below.

SUCCESSOR AGENCY:

Sand City Successor Agency, as successor to the Sand City Redevelopment Agency, a public agency organized and existing pursuant to the Community Redevelopment Law of the State of California

Dated: _____ By: _____
Aaron Blair, Successor Agency Executive Director

ATTEST:

Linda Scholink, City Clerk

OWNER:

Urban Atelier LLC, a California limited liability company

By: The OROSCO FAMILY TRUST dated
June 28, 1977, as amended, Member

Dated: _____ By: _____
Donald B. Orosco, Co-Trustee

Dated: _____ By: _____
Mary K. Orosco, Co-Trustee

By: Lyles United, LLC, A Delaware limited liability
company, Member

By: _____
Gerald V. Lyles, President

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Monterey, City of Sand City, State of California, and is described as follows:

All of Tract No. 1498, Design Center, in the City of Sand City, County of Monterey, State of California, as shown on map filed January 23, 2008 in Volume 24, Page 16, of Maps of Cities and Towns, in the office of the County Recorder of said county,

**SUCCESSOR AGENCY TO THE FORMER SAND CITY
REDEVELOPMENT AGENCY**

RESOLUTION SA-___, 2020

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY AS SUCCESSOR TO
THE SAND CITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY")
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND
AMENDMENT TO AGREEMENT REGARDING AFFORDABLE HOUSING**

WHEREAS, the affordable housing program at the mixed-use (multi-family and commercial) building commonly referred to as 'The Independent Building' -- located at 600 Ortiz Avenue, Sand City and formerly referred to as 'The Design Center Building' -- is set forth in a prior agreement between the former Sand City Redevelopment Agency and the original property owner, the Design Center, dated June 24, 2005, and in a first amendment to that agreement dated January 2, 2008 (combined "Housing Agreements"); and

WHEREAS, the Housing Agreements currently require that the owners of the Independent Building, Mr. Don Orosco and Mr. Gerard Lyles of Urban Atelier LLC ("Owner") provide ten (10) residential units in the building for occupancy at affordable rents; and

WHEREAS, the Housing Agreements establish specific formulas by which to determine the maximum rent that may be charged for each unit in the program and at what income levels potential occupants are eligible for those units; and

WHEREAS, the affordable housing program has not met the requirements set forth in the Housing Agreements in that Owner has charged occupants different amounts than those required and Owner has rented units in the affordable housing program to occupants who were not in fact eligible for the affordable units; and

WHEREAS, City/Successor Agency staff and the City Attorney have met and conferred extensively with the Owners' representative, Richard Utic of Saratoga Capital, to rectify these discrepancies; and

WHEREAS, Saratoga Capital conducted an audit of the affordable program and has notified City/Successor Agency staff that it has repaid any amounts it overcharged any past or present income-eligible occupants; and

WHEREAS, in order to address the additional windfall Owners received as a result of not renting units at the required affordable rates, Owners have agreed to add an additional affordable unit to the affordable housing program for a period of twelve (12) years; and

WHEREAS, the Successor Agency desires to add flexibility to the affordable housing program in order to avoid immediate evictions when an occupant of an affordable unit starts earning more than the income allowed under the Housing Agreements, and

WHEREAS, Owner has agreed to allow such flexibility by making additional units in the building available under the affordable housing program when an occupant of an affordable unit exceeds income requirements; and

WHEREAS, the Successor Agency has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities that 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. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

NOW, THEREFORE, BE IT RESOLVED by the Sand City Successor Agency as Successor to the Sand City Redevelopment Agency that the Executive Director is authorized to execute the Second Amendment to Agreement Regarding Affordable housing attached hereto as Attachment A, and .

PASSED AND ADOPTED by the Sand City Successor Agency as Successor to the Sand City Redevelopment Agency on this ___ day of _____ 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Agenda Item

9C



City of Sand City

Agenda
Item

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: March 10, 2020
SUBJECT: Local Agency Investment Fund (LAIF)

Discussion:

Section 16429.1 of the California Government Code created a Local Agency Investment Fund in the State Treasury, a special fund in the state treasury that was created for the purpose of providing a safe and reliable investment option to local governments.

By resolution SC 08-35-2008, the Sand City City Council determined that the deposit and withdrawal of money in the Local Agency Investment Fund was in the best interest of the City of Sand City.

Currently the officers appointed to the fund are;

Mayor City Administrator Director of Administrative Services

Due to changes of position title and staffing, the Sand City officers assigned need to be updated.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommend that the following Sand City officers or their successors in office be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Mayor Vice-Mayor City Manager

Staff recommends approval of the officers assigned to the Local Agency Investment Fund (LAIF).

CITY OF SAND CITY

RESOLUTION SC _____, 2020

RESOLUTION OF THE CITY OF SAND CITY UPDATING OFFICERS ASSIGNED TO THE LOCAL AGENCY INVESTMENT FUND (LAIF)

WHEREAS, pursuant to California Government Code Section 16429.1 a special fund was created in the state treasury for the purpose of providing a safe and reliable investment option to local governments ("Local Agency Investment Fund"); and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund is in the best interest of the City of Sand City; and

WHEREAS, the City Council authorized the deposit and withdrawal of Sand City monies in the Local Agency Investment Fund in accordance with California Government Code Section 16429.1 for the purpose of investment, as approved by City of Sand City Resolution SC 08-35-2008.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City, that the following Sand City officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Mary Ann Carbone
Name

Jerry Blackwelder
Name

Danny Aaron Blair
Name

Mayor
Title

Vice-Mayor
Title

City Manager
Title

Signature

Signature

Signature

PASSED AND ADOPTED by the City Council of Sand City on this____, day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

Mary Ann Carbone, Mayor

Agenda Item

9D



City of Sand City

Agenda
Item

Staff Report

TO: Honorable Mayor and City Council Members

FROM: Aaron Blair, City Manager

DATE: March 11, 2020

SUBJECT: Acceptance of Gift of Sculptures

Discussion:

An anonymous donor has offered to donate to the City seven sculptures created by artist Ingrid MacDonald. Images of the sculptures are attached hereto as Exhibit A. The City of Sand City is authorized to accept donations of personal property pursuant to California Government Code Section 37354. City staff did an on-site review of the sculptures, and found they would be an attractive addition to the City.

The acceptance of the gift would be contingent upon the donor signing a donation form stating that, amongst other conditions, they are the rightful owner of the artwork, and that the City will have the right to deaccession the item without providing notice to or obtaining the consent of the donor. In other words, the donated artwork may be sold, donated, given away, or otherwise disposed of by the City at its sole discretion.

It is important to carefully consider the acceptance of a piece of art for a gift. Considerations could include a determination that the art should be appropriate in scale, material, form and content for the City environment. Public art may have other functions in addition to aesthetic enjoyment. For example, a work of art may establish a focal point, modify, or enhance a space or identify a building function. As far as possible, the work of art should complement and enhance the City landscape. Works of art should also be examined for durability, taking the City environment near the ocean and the condition of the piece into consideration. When determining whether a gift may be accepted, the City should take into consideration any security issues, the cost of installation, and the cost of maintaining the work over its lifetime. Finally, works should not be accepted that create unsafe conditions or contain other factors that may bear on public liability.

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

There is no fiscal impact related to the acceptance of this gift. However, the cost of relocating the sculptures will be at the expense of the City. That cost has yet to be determined, but it has been determined that City Staff will be able to handle the relocation.

Recommendation:

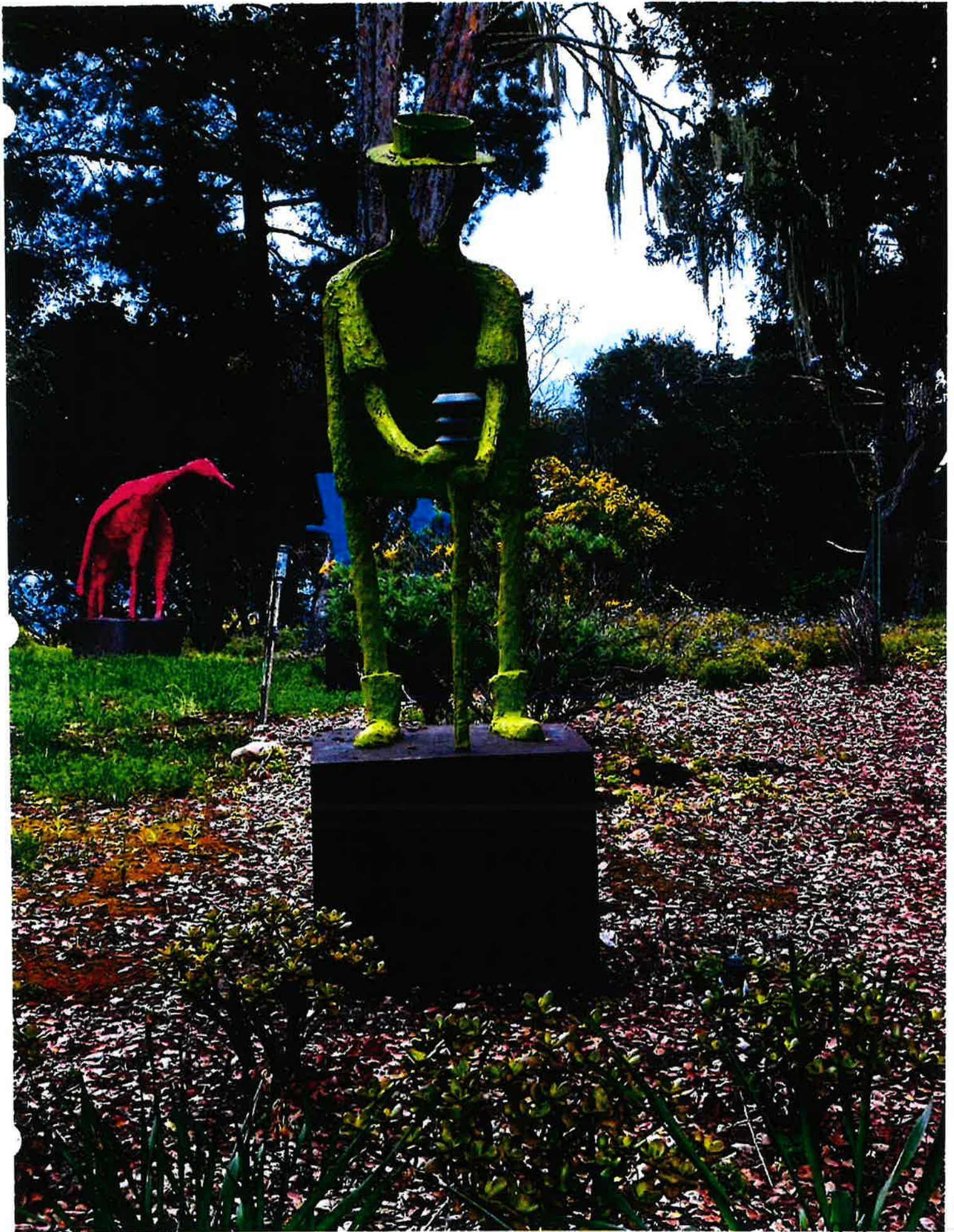
Staff recommends that the City Council discuss and consider whether to approve a resolution to accept the gift of seven sculptures donated by an anonymous donor. If Council decides to accept the gift, staff also recommends that Council discuss and determine where to place the sculpture within the City. Staff supports the acceptance of the gift.









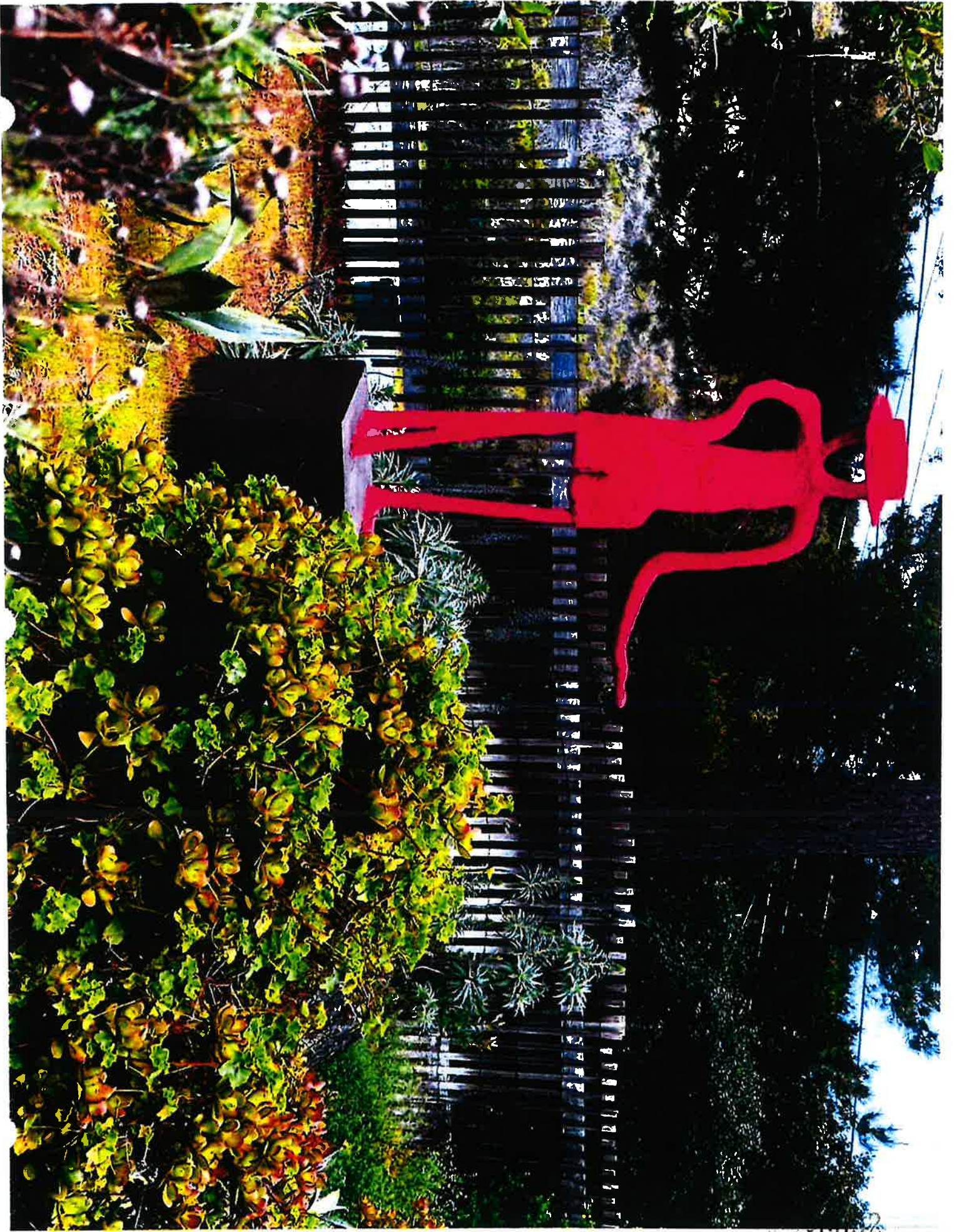




0050



-0051



ART DONATION AGREEMENT

I. ACCEPTANCE

At its regular city council meeting on _____, the City Council of Sand City (hereafter "City Council") voted to accept your donation of art to the City of Sand City ("City"). The City Council is grateful for your generosity.

II. DONOR

NAME: _____
ADDRESS: _____
PHONE: _____ EMAIL: _____

III. ART WORK

TITLE: _____ Year of Creation: _____
MEDIUM: Sculptures ART SIZE: _____
FRAMED/UNFRAMED? _____ ARTIST: _____
ESTIMATED or APPRAISED VALUE: _____

NOTE: The City will not appraise the value of any gift for any reason, including income tax deductions. However, City staff, upon direction from the City Manager, will issue a gift receipt acknowledgement form at the donor's request.

IV. TERMS

By signing below, the donor understands and agrees to the following terms:

1. The donor attests that he/she is the rightful owner of the artwork, and it is unencumbered, at the time of donation to the City.
2. Once an item is accepted, the City shall be the sole owner of the donated item and will have the right to deaccession the item without providing notice to or obtaining the consent of the donor. The donated artwork may be sold, donated, given away, or otherwise disposed of by the City at its sole discretion.
3. The donor grants the item with no terms or conditions attached.
4. The donated art may not always be on display in the City.
5. As of the date below, the donation becomes final and irreversible.
6. In no event shall the City be obligated to pay the donor or any third party any fees or cover any expenses related to the donation, unless expressly agreed to in writing below.

V. SPECIAL PROVISIONS

VI. ADDITIONAL TERMS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

VII. SIGNATURES

For the City of Sand City:

CITY MANAGER

DATE

DONOR SIGNATURE

DONOR PRINTED NAME

DATE

AGENDA ITEM

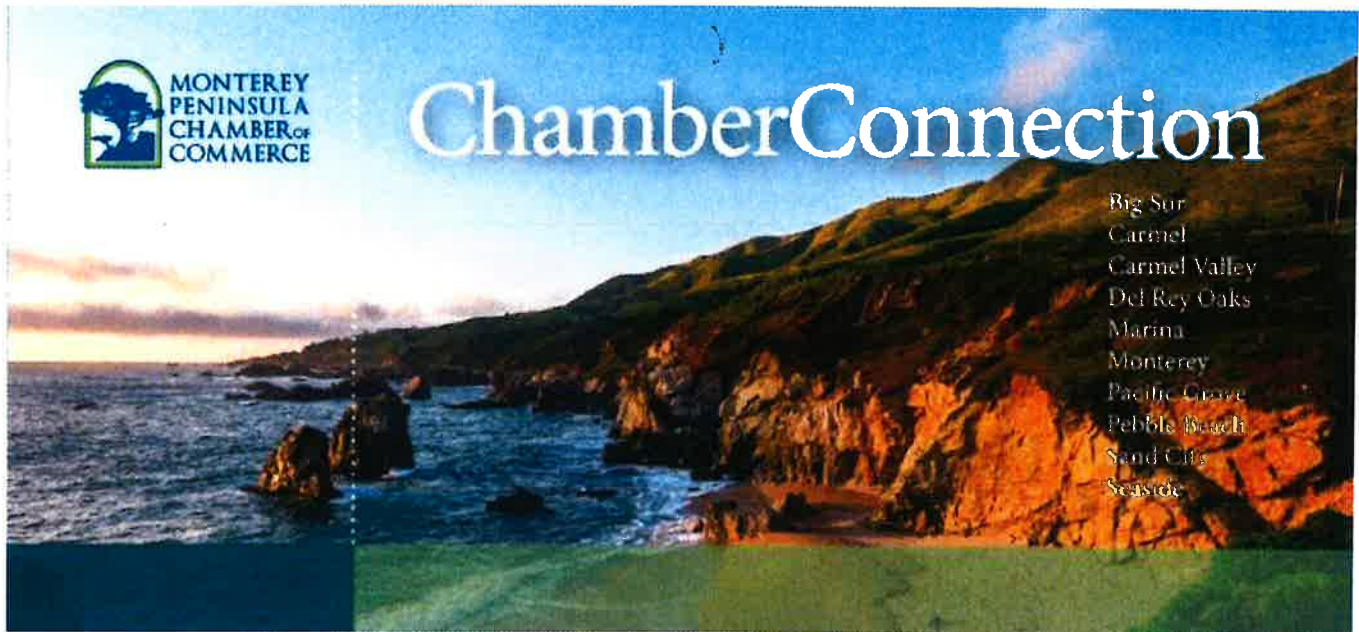
9F

2017

AGENDA ITEM 9F

Linda Scholink

From: Monterey Peninsula Chamber of Commerce
<communications@montereychamber.ccsend.com> on behalf of Monterey Peninsula Chamber of Commerce <communications@montereychamber.com>
Sent: Tuesday, March 10, 2020 1:51 PM
To: linda@sandcityca.org
Subject: Chamber Connection - March 10, 2020



UPCOMING CHAMBER EVENTS

MONTEREY PENINSULA CHAMBER OF COMMERCE

112th Annual Awards Dinner
Saturday, March 21, 2020

2020 PRESENTING SPONSOR
MONTEREY COUNTY BANK

HYATT VENTURE MONTEREY

Celebration of:

CITIZEN OF THE YEAR CHARLES T. CHRISTBERG, JR. PRESIDENT AND CEO MONTEREY COUNTY BANK	ROBERT C. LITTLEFIELD AWARD FOR LIFETIME ACHIEVEMENT BRET SILVESTRI DIRECTOR FACILITIES PLANNING MONTAGE HEALTH
RUTH VREELAND MEMORIAL PUBLIC OFFICIAL OF THE YEAR DR. EDUARDO M. OCHOA PRESIDENT, CSUMB	VOLUNTEER OF THE YEAR MARY WARRINGTON-BOLAND VP/BUSINESS BANKING OFFICER MECHANICS BANK

BUSINESS OF THE YEAR TO BE ANNOUNCED DURING THE EVENT

PLEASE RSVP ONLINE AT WWW.MONTEREYCHAMBER.COM
OR CALL 831.648.5350

112th Annual Awards Dinner

**March 21, 2020
6:00pm - 9:00pm**

1 Old Golf Course Rd
Monterey, CA 93940

We invite you to our signature event expected to draw over 400 Chamber members, local business people and community leaders from throughout the region to celebrate outstanding contributions to the Monterey community.



We Want to Hear From You!

Our "Biz Briefs" column features what's new, who's been hired or promoted in your business plus other interesting tidbits you would like to share.

Copy will be limited to 60 words or less and will be subject to editing. Only one posting per quarter per member business (first come first posted). Please send your info a minimum of two weeks prior to expected publication and provide photos/logos when possible. This is your opportunity to maximize your membership and get noticed by thousands of readers.

Please send information or direct questions to - communications@montereychamber.com



**Businesses and the Chamber Can Help Our Local Governments Make Wise
Decisions About Coronavirus**

On behalf of your business, your Chamber is focused on local government actions in response to the coronavirus threat. We're monitoring the Monterey County Board of Supervisors as well as city governments and school districts.

Here are some issues related to businesses that now concern local elected officials:

- **Effective emergency coordination** between various levels of government.
- **Responsible communication** to the public that minimizes hysteria and allows for quick recovery of commerce when the emergency ends.
- **Seeking funding sources** as governments experience a decline in sales tax and TOT (Transient Occupancy Tax) revenue.
- **Expanding social safety net programs** as unemployment shoots up, even as tax revenue declines.
- **Provision of child care** if schools are closed but businesses remain open and parents have to work.
- **Employer compliance with state employment laws** for paid sick leave, paid family leave, unemployment insurance, and state disability insurance if businesses close, home quarantines are imposed, and/or households are infected with the virus.
- **Assistance to independent contractors** and other workers not subject to laws under traditional employer-employee relationships.
- **Sustaining school district lunch programs** for disadvantaged students (many of whom have working parents) if schools are closed.

There are many unknowns at this time. Should the County prepare for an abrupt significant rise in unemployment (or "underemployment")? Should the County expect tax revenue to plummet abruptly?

To prepare for these issues, the Monterey County Board of Supervisors **wants to hear from businesses and local Chambers of Commerce about their needs, concerns, and expectations** during this emergency. You can help your local governments to make wise decisions! Contact your County Supervisor at this website: <https://www.co.monterey.ca.us/government/departments-a-h/clerk-of-the-board/board-of-supervisors-meetings>.

Seaside City Council Votes 5-0 to Approve Campus Town

In front of a boisterous overflow crowd of supporters, the Seaside City Council voted 5-0 on Thursday, March 5 to approve all of the resolutions and documents for construction of Campus Town. This mixed-use development includes 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet of retail, dining, and entertainment uses, and 50,000 square feet of office, flex, collaborative workspace, and light industrial floor space.

There were dozens of speakers in support of the project, including representatives of your Monterey Peninsula Chamber of Commerce. Only one person spoke against the project, but two groups submitted significant objections in writing via law firms: LandWatch Monterey County and a mysterious group called "Committee for Sound Water and Land Development of Fort Ord." The next step is to see if any of these groups file a lawsuit in the next 30 days to try stop the project.

**PROCLAMATION OF A LOCAL EMERGENCY
BY COUNTY ADMINISTRATIVE OFFICER**

In the Matter of Proclaiming the Existence)
of a Local Emergency within Monterey County)

WHEREAS, the California Emergency Services Act (Government Code section 8630, et. seq.) establishes procedures for proclaiming emergencies and for responding promptly to the needs that arise during emergencies; and,

WHEREAS, Section 2.68.060 of the Monterey County Code and Section 8630 of the Government Code empower the County Administrative Officer or his designee, or the Board of Supervisors if in session, to proclaim the existence of a local emergency when the County is affected by or likely to be affected by a public calamity; and,

WHEREAS, the United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China in December of 2019; and,

MANDATORY **ENTRENAMIENTO**
Workplace **OBLIGATORIO**
Sexual **sobre la**
Harassment **Prevención**
Prevention **de Acoso Sexual**
Training **en el Trabajo**

In English **en Español**

Mandatory Workplace Sexual Harassment Prevention Training (in Spanish and English)

The law firm of **FENTON & KELLER** presents the California required workplace harassment and discrimination prevention training for supervisory and non-supervisory employees.

[CLICK HERE TO REGISTER](#)

WHEN:

March 24 (in Spanish) and March 31 (in English)
8:00 AM – 8:30 AM Registration*
8:30 AM – 10:45 AM Seminar
**Light Breakfast Included*

WHERE:

0059

Red Lion Hotel (Formerly Bay Park Hotel)
1425 Munras Ave,
Monterey, CA 93940

Registration Required.



MONTEREY PENINSULA CHAMBER OF COMMERCE

112th Annual Awards Dinner
Saturday, March 21, 2020

2020 PRESENTING SPONSOR
MONTEREY COUNTY BANK
The Business Bank

HYATT REGENCY MONTEREY • 1 GOLF COURSE ROAD • MONTEREY

Celebration of:

CITIZEN OF THE YEAR CHARLES T. CHRIETZBERG, JR. PRESIDENT AND CEO MONTEREY COUNTY BANK	ROBERT C. LITTLEFIELD AWARD FOR LIFETIME ACHIEVEMENT BRET SILVESTRI DIRECTOR FACILITIES PLANNING MONTAGE HEALTH	
RUTH VREELAND MEMORIAL PUBLIC OFFICIAL OF THE YEAR DR. EDUARDO M. OCHOA PRESIDENT, CSUMB	VOLUNTEER OF THE YEAR MARY WARBURTON-BOLAND VP/BUSINESS BANKING OFFICER, MECHANICS BANK	
BUSINESS OF THE YEAR TO BE ANNOUNCED DURING THE EVENT		

PLEASE RSVP ONLINE AT WWW.MONTEREYCHAMBER.COM
OR CALL 831.648.5350

Register Here

AN EXPLORATION OF
Spanish Language and Wine
IN
Rioja



MAY 24 — JUNE 2, 2020

Register by February 22nd to receive our Early Bird Discount!

Please forward this e-blast to your colleagues, customers, clients, friends,
family and fellow community members!



Monterey Peninsula Chamber of Commerce | 353 Camino El Estero, Monterey, CA 93940

[Unsubscribe tbodem@sandcityca.org](mailto:tbodem@sandcityca.org)

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<https://mcbc.biz>

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Monterey County Business Council Mission

Forging cross-sector alliances to build a vibrant and prosperous Monterey County business community.



MEMBERS ONLY LUNCHEON: Friday, March 13, 2020

[\(https://mcbc.biz/mcbcevents/members-only-luncheon-new-laguna-seca-gm-john-narigi/\)](https://mcbc.biz/mcbcevents/members-only-luncheon-new-laguna-seca-gm-john-narigi/)
New Laguna Seca President & General Manager, John Narigi

[Learn More](#)

[\(https://mcbc.biz/mcbcevents/members-only-luncheon-new-laguna-seca-gm-john-narigi/\)](https://mcbc.biz/mcbcevents/members-only-luncheon-new-laguna-seca-gm-john-narigi/)



<https://mcbc.biz>

Supervisor Speaker Series, Friday, March 20, 2020 (https://mcbc.biz)

District 3 Supervisor, Chris Lopez

[Learn More \(https://mcbc.biz\)](https://mcbc.biz)

Recent News & Updates

[Monterey Labor Force Data – August \(https://mcbc.biz/monterey-labor-force-data-august/\)](https://mcbc.biz/monterey-labor-force-data-august/)

[Monterey Labor Force Data – July \(https://mcbc.biz/monterey-labor-force-data-july/\)](https://mcbc.biz/monterey-labor-force-data-july/)

[Tanimura & Antle Hires Don Klusendorf as Executive Vice President of Sales and Marketing. \(https://mcbc.biz/tanimura-antle-hires-don-klusendorf-as-executive-vice-president-of-sales-and-marketing/\)](https://mcbc.biz/tanimura-antle-hires-don-klusendorf-as-executive-vice-president-of-sales-and-marketing/)

[Monterey Labor Force Data – June \(https://mcbc.biz/monterey-labor-force-data-june/\)](https://mcbc.biz/monterey-labor-force-data-june/)

[Monterey Labor Force Data – May \(https://mcbc.biz/monterey-labor-force-data-may/\)](https://mcbc.biz/monterey-labor-force-data-may/)

Tweets by @MontereyCoBiz



It's been a busy week for business advocacy at MCBC! President & CEO, Kimbley Craig spoke to City of Monterey Planning Commission regarding rezoning Garden Road for housing, warning the commissioners that other... facebook.com/17435288261786...

Apr 26, 2019



facebook.com/17435288261786...

Mar 29, 2019



Thanks to Supervisor Jane Parker for speaking to the members of Monterey County Business Council (MCBC) today in the first of our five-part Supervisor Speaker Series

[Embed](#)

[View on Twitter](#)

Monterey County Business Council
P.O. Box 2746
Monterey, CA 93942-2746
831.216.3000 | info@mcbc.biz
(<mailto:info@mcbc.biz>)

Tax ID Number
MCBC, 501(c)(6): 77-0417425

Follow us on...

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(<https://www.facebook.com/MontereyCoBiz>)



Monterey County Business Council (https://mcbc.biz) Supervisor Speaker Series: Chris Lopez, District 3 Supervisor



[←\(https://members.mcbc.biz/events/calendar/2020-03-01\)](https://members.mcbc.biz/events/calendar/2020-03-01)

Date and Time

Friday Mar 20, 2020
11:30 AM - 1:30 PM PDT



Location

This event will be held at the Gonzales Police Station
Conference Room in the Supervisor's district.
109 Fourth Street, Gonzales, CA 93926

[109 Fourth Street, Gonzales, CA 93926
\(https://maps.google.com/maps?hl=en&q=109+Fourth+Street+,+Gonzales,+CA+93926\)](https://maps.google.com/maps?hl=en&q=109+Fourth+Street+,+Gonzales,+CA+93926)

[Register >> \(https://members.mcbc.biz/events/register/2\)](https://members.mcbc.biz/events/register/2)

[Set a Reminder](#)

Contact Information

Director of Operations, Zoë Carter
[Send Email \(mailto:zcarter@mcbc.biz?subject=Supervisor%20Speaker%20Series%3A%20Chris%20Lopez%2C%20District%203%20Supervisor\)](mailto:zcarter@mcbc.biz)

Description

Please join the Monterey County Business Council for the first event in our Supervisor Speaker Series with Chris Lopez, Third District County Supervisor. This event is proudly sponsored by Chevron.
Lunch will be provided by Luigi's Italian Restaurant.

Supervisor Speaker Series Events are for MEMBERS ONLY.



Special thanks to the [County of Monterey \(http://www.co.monterey.ca.us/business/economic-development\)](http://www.co.monterey.ca.us/business/economic-development) for its ongoing support of the Monterey County Business Council's efforts for economic development and education.

[News Releases \(https://members.mcabc.biz/news/\)](https://members.mcabc.biz/news/) / [Events Calendar \(https://members.mcabc.biz/events/\)](#) / [Contact Us \(https://members.mcabc.biz/contact/\)](https://members.mcabc.biz/contact/) / [Information & Brochures \(https://members.mcabc.biz/info/\)](#) / [Join Now \(https://members.mcabc.biz/member/NewMemberApp/\)](#)

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