



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, FEBRUARY 21, 2017

5:30 P.M.

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

Regular Meeting – February 21, 2017
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, One Sylvan Park, Sand City, CA 93955

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. COMMUNICATIONS**

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.

- A. Written
- B. Oral

- 5. 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. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits.
 - (1) CUP #448, Mike Houser, (Shirt Printer), 542 #4 Ortiz Avenue
 - (2) CDP #07-01, Sato Racing, (Wholesale), 2-John Street
 - (3) CDP #98-01, James Davi, (Contractor), 1815-C Contra Costa Street
 - (4) CUP 558, Veggies Produce (Storage), 591 Redwood Avenue

- (5) CUP #241, Automotive Specialist, (Auto repair), 475-A Olympic Avenue
- (6) CUP #537, Mark Cristofalo & Co., (Design studio), 691 Ortiz Avenue

- B. Approval of February 7, 2017 Council Meeting Minutes
- C. Acceptance of Police Department Monthly Activity Report, January 2017
- D. Acceptance of Public Works Monthly Report, January 2017
- E. Acceptance of Monthly Fort Ord Reuse Authority (FORA) Report, February, 2017
- F. Acceptance of City RESOLUTION Granting the City Administrator Authorization to Execute a Water Assignment Agreement and Assign up to 0.226 Acre-Feet of Water from the Sand City Water Entitlement for Dustin Bogue's Residential Single Family Development Project at 1843 Park Avenue (APN 011-181-028 & 029)
- G. Approval of City Donation/Contribution
 - 1) Monterey County Fair - \$500
- H. Approval of City Contribution to the Sand City Chamber of Commerce for \$2,500
- I. Approval of Successor Agency RESOLUTION Authorizing Contract Services with Bartel Associates for a cost not to exceed \$9,000 for Actuarial Consulting Services to Calculate the CalPERS and Other Post Employment Benefit (OPEB) Unfunded Liabilities of the Former Sand City Redevelopment Agency

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

- A. Presentation by Daniel Nelson from Romero Institute on Monterey Bay Community Power (10 minutes)

8. OLD BUSINESS

- A. Progress report on Public Works projects, South of Tioga Redevelopment project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator.

9. NEW BUSINESS

- A. Comments by Council Members on Meetings and Items of interest to Sand City
- B. Upcoming Meetings/Events

10. CLOSED SESSION

- A. City Council/Agency Board to adjourn to Closed Session:
 - 1) Regarding Public Employee Performance Evaluation, pursuant to Section 54957 of the Ralph M. Brown Act, position: City Administrator
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act

11. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, March 7, 2017
5:30 P.M.
Sand City Council Chambers
1 Sylvan Park, 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:
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 20, or give your written request to the City Clerk at One Sylvan Park, 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

5B

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

Regular Meeting – February 7, 2017
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Pendergrass opened the meeting at 5:31 p.m.

The invocation was led by Reverend Ron Mason.

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

Present: Council Member Blackwelder
Council Member Carbone
Council Member Hubler
Council Member Kruper
Mayor Pendergrass

Staff: Todd Bodem, City Administrator
Virbeke Norgaard, Acting City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Connie Horca, Deputy City Clerk
Charles Pooler, Associate Planner

AGENDA ITEM 4, COMMUNICATIONS

A. There was no written communication distributed to the Council.

B. Oral

5:32 P.M. Floor opened for Public Comment.

There was no comment from the Public.

5:32 P.M. Floor closed to Public Comment.

Mayor Pendergrass announced that this will be the last invocation led by Reverend Mason as he will be relocating his family to Oakdale, California. He also thanked Todd Bodem for his City Administrator's report.

AGENDA ITEM 5, CONSENT CALENDAR

A. There was no discussion of the January 17, 2017 Sand City Council Meeting Minutes.

- B. There was no discussion of the City/Successor Agency Monthly Financial Report, November, 2016.
- C. There was no discussion of the Re-appointment of Vice Mayor Mary Ann Carbone to the Northern Salinas Valley Mosquito Abatement District Board of Trustees for a Four-year Term beginning January 2, 2017 to January 2, 2021.
- D. There was no discussion of the Fort Ord Monthly Report (FORA), January 2017.
- E. There was no discussion of the City/Successor Agency Treasury Report, for the period ending December 31, 2016.
- F. There was no discussion of the City **Resolution** approving the Title Transition of the Associate Planner to City Planner and Consider a Review of the Community Development Structure.
- G. There was no discussion of the City **Resolution** authorizing the City Administrator to Enter into an Agreement between the Transportation Agency for Monterey County (TAMC) and the City of Sand City for the Allocation of Funding.
- H. There was no discussion of the City Donation/Contribution to the 50th Annual Monterey Scottish Games & Celtic Festival for \$500.

Motion to approve the consent calendar items was made by Council Member Blackwelder, seconded by Council Member Kruper. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 6, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the consent calendar.

AGENDA ITEM 7, PUBLIC HEARINGS

{Council Member Carbone stepped down from the dais due to a possible conflict of interest by residing within 500' of the subject property}

- A. Consideration of City RESOLUTION to Approve Coastal Development Permit 17-01 (Inclusive of Site Plan and Design Review) for the Development of a Single Family Development at 1843 Park Avenue**

Associate Planner Charles Pooler presented applications submitted by Dustin Bogue for site plan, architectural review, and a coastal development permit approval for the development of a single 2,961 square foot 2-story (plus a 431

square foot basement) residential dwelling on Park Avenue. This site currently serves as a fenced yard, and is within a coastal zone overlay. The proposed development will be a 3 bedroom dwelling with 3 full baths and 2 half baths. The primary living areas and garage will be on the ground floor, with bedrooms and bathrooms on the upper level. A half bath will be located on the ground level and another in the basement area. The structure will have a minimum twelve foot front setback with five feet setbacks on both sides, and a rear setback of ten feet. The 440 square foot 2-car garage and driveway provides a total of 4 parking spaces that meets code requirements. All utility laterals must be underground to connect to the present underground mains along Park Avenue. A landscape plan was provided with drought tolerant plants suitable for a coastal climate and sandy soil such as one Melaleuca tree and two species of Buckwheat plants. Staff recommends the landscape plan swap the Buckwheat plants for another species that will not subject the property owner to potential environmental protection regulations. Façade materials will consist of smooth stucco with anodized aluminum channel reveal painted white, tongue & groove plank siding in a 'cedar west' color, a dark bronze colored Hardi Reveal panel system, craft board formed contemporary concrete exposed masonry. The proposed structure is sufficiently balanced in the relation of width, depth, and height.

The Design Review Committee (DRC) held a public hearing on Friday, January 27, 2017 and DRC members were in consensus to approve the project with only the landscaping modifications recommended by Staff. The project is situated on two contiguous lots/parcels and all existing lots should be merged into a single lot/parcel as a condition of permit approval. The property does not have sufficient water credit to accommodate the Project; therefore, the total project allocation requirement is 0.249 acre-feet and is subject to final review and determination by the Monterey Peninsula Water Management District (MPWMD) staff. If the Council approves land entitlement permits for this Project, then a water allocation would be presented at a future Council meeting.

The overall design is modern contemporary, incorporating elements of 'seascape' style into its more modern theme. Staff recommends approval of the attached resolution for the proposed project.

There was discussion regarding the basement wells and fire egress, requirement of undergrounding overhead utilities and the prohibition of any new overhead utility. Mr. Pooler clarified that utilities should be undergrounded as required for the Bungalows project. If the Council decides not to underground it, then the property should install underground lateral lines. This condition can be added to the permit to remain consistent with Staff's recommendation outlined within the Staff report.

5: 47 P.M. Floor opened for Public Comment.

The applicant Dustin Bogue thanked the Council for hearing his application. He is willing to work on the power line issue's specificity with Staff, is aware of the legacy of the property, and is committed to deliver what they have proposed for the property. Mr. Bogue indicated that the basement area would be primarily

used as a recreation area for the children.

5:56 P.M. Floor closed to Public Comment.

Mayor Pendergrass expressed his concern regarding the amount of bathrooms and fixtures, indicating that the project request is excessive. There was Council discussion regarding how many bathrooms to allow for the property, the amount of water use, and the amount of water to be allocated from the desalination plant. On page 88 of the agenda packet, Mr. Pooler explained details of the amount of proposed water use for the project. Water District regulations look at the number of fixtures contained within a project and that determines how water allocation calculated. This amount is what will be allocated from the desalination plant.

Following Council deliberation on the amount of bathrooms and fixtures that would be allowed for the project, there was consensus of the Council to approve 3 full baths and one half bath. Mr. Pooler suggested that Condition J3 of the use permit contain the language: *The Project shall be limited to no more than three (3) full bathrooms and one (1) half bathroom.*

Mr. Pooler further recommended adding a requirement to the use permit of Condition D5 to include: *The applicant shall work with City staff regarding the potential to underground overhead utilities; but at a minimum, the Project shall install underground lateral utility lines to property line for future connection.*

The Mayor asked Mr. Bogue if he was in agreement with the changes and recommendations of the use permit. Mr. Bogue replied that he was in agreement with permit conditions.

Motion to approve the City **Resolution** with modifications as recommended, to approve Coastal Development Permit 17-01 (Inclusive of Site Plan and Design Review) for the Development of a Single Family Development at 1843 Park Avenue was made by Council Member Pendergrass, seconded by Council Member Kruper. AYES: Council Members Blackwelder, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: Council Member Carbone. Motion carried.

{Council Member Carbone returned to the dais}

{Council Member Blackwelder stepped down from the dais due to a possible conflict of interest by residing within 500' of the subject property}

B. Consideration of City RESOLUTION Approving Coastal Development Permit 17-02 Authorizing a Sign Design and Fabrication Workshop at 1805 Contra Costa Street

Associate Planner Charles Pooler presented an application submitted by Dylan Rivera to use an existing 6,000 square foot commercial space at 1805 Contra Costa Street as a sign design and fabrication workshop. The subject property is 100 feet wide and 60 feet deep within a two story masonry block building. The

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applicant's company designs, fabricates, and installs commercial signs. Additional equipment to be used on site includes a graphic plotter, 2 laminators, an air compressor, planer, bandsaw, skill saw, sandblaster, sanders and drills. There will also be a spray booth where water-based paint will be used to paint signs. Hours of operation are intended to be 8:00 a.m. to 5:00 p.m., Monday through Friday. Staff recommends allowing a 10:00 a.m. to 5:00 p.m. Saturday manufacturing hours consistent with other commercial businesses in the West End District. The property's parking spaces are shared by other businesses along the John Street right-of-way. Staff recommends that the subject property's owner provide a written affidavit to the City assigning space for nine (9) parking spaces on the "Dr. Kay Property" for exclusive use by the Applicant, employees, and company vehicles in order to satisfy zoning requirements. There are five (5) company vehicles all of which are trucks, and any truck or trailer parking should be restricted to the Dr. Kay property and prohibited from parking on the street.

Shipments will be via Federal Express, UPS and USPS on a daily basis. No large scale shipments or deliveries are anticipated. Loading/unloading and traffic impacts can be mitigated by the Applicant's use of the existing yellow curb "loading zone". The permit should require noise insulation for compressors that generate noise/vibration that carry beyond the confines of the unit. Staff recommends approval authorizing the Applicant's design and manufacturing use at the subject property.

6:38 P.M. Floor opened for Public Comment.

The applicant Dylan Rivera commented that his company fabricates various kinds of signage, including vehicle wrapage. This can be conducted within the facility without hindrance to the public right of way. Everything is done in house including design and installation.

In response to Associate Planner Pooler's inquiry regarding the amount of vehicles being serviced at any given time, Mr. Rivera replied that they work on one vehicle at a time although customers may come into the shop, but business is normally conducted over the phone. There is minimal clientele that usually come to pick something up. Mr. Rivera added that there will be adequate ventilation within the property for the proposed use.

The Mayor asked Mr. Dylan if he was in agreement with the conditions of the use permit. Mr. Dylan replied that he was in agreement with permit conditions.

Public Member James Davi clarified that the building is 60 feet deep and expressed his concern regarding limiting the use to one vehicle at a time, as the facility can contain two vehicles within the 6,000 square feet building. The permit should allow for the service of at least two vehicles at any one time. He added that the upper unit is a separate building and does not contain apartments; however, there are tenants down below.

Associate Planner Pooler suggested to add language to Condition 17 of the use permit to include: *The Applicant shall not service sign installations on more than*

two (2) vehicles at any one time, by appointment only; and all such installation services only be within the building.

6:50 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, with modifications to condition #17; approving Coastal Development Permit 17-02 authorizing a Sign Design and Fabrication Workshop at 1805 Contra Costa Street was made by Council Member Carbone, seconded by Council Member Hubler. AYES: Council Members Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: Council Member Blackwelder. Motion carried.

{Council member Blackwelder returned to the dais}

AGENDA ITEM 8, OLD BUSINESS

A. Progress report on Public Works projects, South of Tioga Redevelopment project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator

City Engineer Leon Gomez reported that the desalination plant produced 20 acre feet for the month of January 2017. Staff provided clarification of several questions to Tom Luster for use on his Staff report for the California Coastal Commission hearing scheduled tomorrow. Staff is hopeful that the recommendations contained in Mr. Luster's report will be adopted under consent. The City also received grant funding for technical assistance in relation to the Stormwater Management Program. The amount of funds will be determined, as other cities also received a portion of the grant funds available. A meeting will be held within the next few weeks with Water Board representatives to find out the amount of funding. The funds would be allocated towards technical assistance in developing a project (i.e. retrofit City Hall and install water treatment device).

The Bungalows at East Dunes Phase II project is currently under construction and work began on January 30, 2017. Sewer installation has been approved by Seaside, and the Cal-Am water system connection is pending resolution of a few minor issues. The Porsche site improvement project received their building permits a few weeks ago and construction should commence mid-February. Staff is continuing to work on the public works reimbursement agreement for review, processing, and approval of development projects through the building permit phase. Staff is developing a set of standards for the lot merger process and will be forwarded to the City Attorney for review.

The Mayor announced that City Administrator Bodem will conduct a tour of Sand City's desalination plant to various City Managers during the City Managers Conference being held in the City of Monterey.

City Administrator Bodem reported that Mr. Orosco's attorney has all the documents required for the purchase of the Carroll Property. Staff received

another opportunity to potentially receive a grant award for GIS systems mapping with the possibility of AMBAG assisting Staff in the application process.

AGENDA ITEM 9, NEW BUSINESS

A. Consideration of City RESOLUTION Approving a Contract Policy and Procedure Policy for the Execution, Enforcement, and Signatory Authority for all Minor Contracts of the City in Order to Improve Operational Efficiencies

City Administrator Todd Bodem commented that at the last meeting of the Budget and Personnel Committee, the Committee reviewed a draft contract and procedure policy for execution of contracts by the City Administrator of amounts up to \$5,000, City Committee execution of contract amounts from \$5,000 to \$10,000, and anything above \$10,000 by the City Council. This would help to expedite projects and service delivery by allowing Staff some latitude to sign contracts under \$5,000. Should this resolution be approved, Staff would include contract executions through the City Administrator's report.

Motion to approve the City **Resolution by title**, approving a Contract Policy and Procedure Policy for the Execution, Enforcement, and Signatory Authority for all Minor Contracts of the City in Order to Improve Operational Efficiencies was made by Council Member Kruper, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

B. Consideration of Prospective Police Officer Pay Grade

Police Chief Brian Ferrante reported that due to the retirement of an officer, the attached memo outlines a recommendation to fill the police departments last vacancy. The candidate comes with a great deal of training and experience, is highly respected by his peers, has several letters of commendation, possess tactical background, is a former member of the SWAT team, a fantastic interviewer, and by all accounts is an excellent officer. The candidate is a veteran officer of 16 years and is at the top of his pay scale at the City of Seaside. Staff recommends hiring him in at Step 5.

In response to Mayor's inquiry regarding why he would like to come back to Sand City, Chief Ferrante responded that he recognizes Sand City as a quality organization. The Chief further reported on reasons why Mr. Charlton left and why he would like to come back.

There was Council discussion regarding the interagency SWAT Team. The Chief addressed Council Member Kruper's concerns regarding cash outs of accrued hours, the department's overtime expenses, and when a statistical report of overtime hours can be expected. He also reported on

the progress of hiring reserve officers and prospective candidates.

The Mayor commended Chief Ferrante for his choice of officer to fill the first ever Commander position for Sand City and in the success of the Promotion Ceremony held on Monday.

There was consensus of the City Council to hire Officer Dan Charlton at Step 5.

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

Vice Mayor Carbone expressed her joy that Officer Charlton will be returning to Sand City as he is a very loyal and dedicated police officer.

Council Member Kruper reported that the 152 Oversight Board will be meeting in March. The Monterey County Convention and Visitors Bureau (MCCVB) reported that the SeeMonterey Facebook page has officially exceeded 100,000 fans and is up 20% from the same time last year. The Monterey Visitor's Center team has influenced 59% of visitors in December with 3,792 room night's book, resulting in \$1.2 million in revenues. The City of Monterey received 19 group bookings in December with 5,710 room nights booked and an economic impact of \$20,781,012. He also reported that the West End Celebration contributed \$6,934 dollars to Guitars not Guns as well the donation of 60 guitars to Marina High School, the number of instructor classes held by Monterey County, and of other organizations that benefit from the Guitars not Guns program. He encouraged the Council to vote on either Facebook or Twitter for the West End Celebration as one of the 'Best in Monterey' events.

Council Member Hubler commented that the Arts Committee will be holding a meeting next week. The Committee would like to host several events such as an open house at Monterey Sculpture Center, portrait reception of business owners within the City, and securing new Art Committee members. The goal for the year would be to do smaller events and stick within the Arts Committee Budget.

Mayor Pendergrass read a letter announcing his retirement as Mayor and will step down from City Council, effective April 30, 2017.

Acting City Attorney Verbeke Norgaard prepared a memo that was distributed to the Council setting forth the next course of action in filling the Mayor's seat per the Sand City Charter.

D. Upcoming Meetings/Events

There were no RSVP's from the Council. The Mayor reminded the Council of the upcoming Monterey Peninsula Chamber of Commerce (MPCC) Annual Awards Banquet to be held in Saturday, March 11, 2017.

AGENDA ITEM 10, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Kruper, seconded by Council Member Hubler to the next regularly scheduled Council meeting on Tuesday, February 21, 2017 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 7:36 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

5C

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 7-Feb-17

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF **January 2017**

This report presents a condensed overview of the Sand City Police Department's operational and administrative activities. It is an approximate analysis and not conclusive.

CRIMINAL OFFENSES REPORTED

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	1	0	1	1
Assault/Battery	1	2	1	0
Battery (spousal)	1	0	1	0
Burglary (commercial)	1	0	1	1
Burglary (residential)	0	0	0	0
Burglary (vehicle)	0	0	0	0
Theft (petty)	7	2	7	10
Theft (grand)	1	1	1	4
Theft (vehicle)	0	1	0	1
Vandalism	4	0	4	0
Arson	0	0	0	0
Forgery/Counterfiting	1	0	1	0
Fraud/Embezzlement	2	3	2	2
Health&Saftey code	14	1	14	3
Business&Professions Vio	0	0	0	0
TOTAL	33	10	33	22

ARREST

Adult Felony	4	0	4	1
Adult Misdemeanor	15	2	15	7
Juvenile Felony	0	0	0	0
Juvenile Misdemeanor	0	0	0	0
Warrants	14	10	14	4
Drunk Driving	0	0	0	0
TOTAL	33	12	33	12

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	THIS	LAST	YEAR	LAST YEAR
	MONTH	MONTH	TO DATE	TO DATE
CITATIONS				
Traffic Violations	13	1	13	18
Parking Violations	9	9	9	7
Sand City Muni Code	0	1	0	0
Warrants	9	6	9	4
TOTAL	31	17	31	29

TRAFFIC ACCIDENTS				
Non- Injury	4	5	4	8
Injury	0	0	0	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	0
TOTAL	4	5	4	8

MISCELLANEOUS CALLS FOR SERVICE				
Alarm (commercial)	5	3	5	8
Security checks (commercial)	0	0	0	4
Security/welfare check	0	5	0	17
Animal Complaints	6	2	6	5
Suicide Attempts	0	0	0	1
Suicide Complete	0	0	0	0
Vehicle (tow/abatement)	0	0	0	3
Medical Emergencies	4	6	4	11
Fire Emergencies	0	0	0	5
Civil/Peace Disturbances	6	8	6	25
TOTAL	21	24	21	79

Peace Disturbances: Includes complaints of transients, family, landlord/tenant, neighbor and customer disputes.

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	68	62	68	25
Officer Initiated	43	28	43	153
TOTAL	111	90	111	178

AGENDA ITEM

5D

Public works
Monthly Activity Report
January 2017

This report is to inform you of the activities and projects being accomplished by the Sand City Public Works Department.

Routine Public Works Functions:

- Clean City Hall offices, kitchen and bathrooms.
- Check city for any needed repairs.
- Blow leaves and debris from City Hall and Park. Keep park bathroom clean.
- Remove weeds around City Hall and Park.
- Supervise Hope Crew to maintain city streets.
- City vehicle maintenance. (Gassing up city vehicles, washed, and frequent oil changes)
- Water plants inside City Hall.
- Set up Council Chambers for meetings.
- Check the city for homeless encampments and loose shopping carts.
- Fill out Daily reports and a monthly report.
- Open and lock up the corporation yard at the end of the day and turn on the back porch light.
- Better Management Practices. (keeping our eyes open for illicit discharges or any waste going into the storm drains)
- Blowing the bike paths and emptying the trash cans citywide.
- Water the trees citywide.
- Send the well readings to the City Engineer.
- Turn the lights off and on at the bike paths.
- Clean the city streets with the street sweeper, fill tanks with gas, diesel, and water, clean out the hopper, wash the outside after every use, and take all the spoils to the dump.

Special Public Works Functions:

- Removed all the Christmas decorations from City Hall and the Council chambers and put them away in storage.

- Removed a motorcycle that was left on the beach in front of the outfall and put it away for the Police Department for safekeeping.
- Drove unit 91 to Pittsburgh for them to wire a new push guard on the front and drove it back.
- Removed all the Christmas decorations off the roof at City Hall including the characters, wood, sandbags and put them away in storage.
- Picked up the Red Max cutting tool at Del Rey garden after it was serviced.
- Picked up a straw waddle at granite and placed it behind the Corporation yard gate and filled up the middle with sand for residents to fill sandbags.
- Replaced the combination locks at the Corporation yard and the Carol building because they were hard to open.
- Placed cones and barricades at the front of the Corporation yard for the Police Department in case they needed any during a storm.
- Picked up granite patch at granite to fill potholes citywide including Tioga, Monterey road, and Contra Costa.
- Painted out graffiti at the underpass near Monterey road.
- Picked up a new faucet at Home Depot and replaced the one at the Corporation yard because it had a leak.
- Shoveled sand in the front of the backhoe along Tioga where it sloughs off and dumped it.
- Removed sand and rocks off of Sylvan, California, East, Tioga, Playa, and Sand Dunes drive because of the storms.
- Picked up storage containers at Home Depot for the Christmas decorations and put them all away.
- Contacted Seaside about the outfall on West Bay St. that was covered during a storm in which they came and dug it out.
- Contacted Zumar about two signs that need replacing which are Park Avenue and Sylvan.
- Fixed a curve road sign on California with a new bolt that busted off.
- Straightened two stop signs on Tioga that were twisted.
- Removed wood that was holding an old sign on Playa.
- Restaked a couple trees on California in the tree wells.
- Received paperwork for a food pick up for a managers meeting and picked up the food.
- Swept up debris from a storm on California.
- Pulled weeds in tree wells along California.
- Charged the battery on the backhoe because it wouldn't start.
- Took apart the dryer at the Corporation yard and found a broken belt. Then we went to an appliance store to get a new one, installed it, and put everything back together.

- Scraped upper ridge bike path and Sand Dunes drive with the backhoe.
- Sanded off graffiti near the benches that were on the wooden ledge.
- Picked up jumper cables engages from Home Depot and put them in all the public works vehicles.
- Installed a new battery in ATV.
- Rented a tow behind lift from rental depot and replaced all the holiday banners with the city banners. Also we change the photocell on Park Avenue and took all the Christmas decorations off the outside tree before bringing the tow behind lift back to rental depot.
- Brought the backhoe to Monterey tire to have a flat repaired.
- Spoke with Dave Fortune from the city of Seaside to have their public works crew clean out the catch basin on West Bay St.
- Replaced the wiper blades on the dump truck, utility truck, and four-door Chevy.
- Filled the sandbag area with sand and sand bags again.
- Removed over 25 shopping carts citywide.
- Removed a couch that was dumped on Metz.
- Took the dump truck to Mark's barn to get a quote on a windshield repair and rust damage.
- Took the holiday banners to vapor cleaners to have them cleaned.
- Changed the Sand city flag at City Hall, Contra Costa, and Monterey road.
- Had a meeting in the Council chambers with the city engineer about four storm drains that still needed labeling.
- Pulled weeds out of tree wells along California, Contra Costa, and Bay Avenue.
- Used the backhoe and shovels to remove kelp and sand from the roadway on West Bay St. due to a bad storm.
- Ordered flag rope online.
- Called Monarch Isuzu about a recall on the street sweeper to see if they have the parts to fix it and made an appointment to bring the street sweeper.
- Shoveled the sand and ice plant off the stairs on Buena Vista off of West Bay St.
- Trimmed the trees and pulled weeds around the desalination plant.
- Cut bushes growing through the cyclone fence at the Corporation yard.
- Washed the ATV at the Corporation yard and brought it back to the Carol building.
- Picked up the holiday banners from Vapor Cleaners.
- Got the numbers off the street lights that are out along Playa and contacted PG&E.
- Weed eated around Calabrese Park and along the mayor's area.
- Took the street sweeper to San Jose and along the way had to pull over in Prunedale and wait for a tow truck for a ride because the exhaust was smoking. Had Richard drive to San Jose to pick Fred up and bring him back.

- Shoveled sand off the Ellis bike path.
- Shortened the tie downs for the tracks on the ATV.
- Weed eated on Tioga near the entrance.
- Trimmed a tree hanging on the sidewalk at Redwood.
- Cut a bike lock off a bike that was wrapped around a power pole on California.
- Painted out graffiti near Ellis.
- Picked up gloves and rope at Home Depot. Then we staged the backhoe and dump truck to clean homeless encampments on the upper Ridge bike path. After the homeless were cited and cleared out there belongings we bagged up all the garbage and loaded the dump truck twice with the help of Paolo (PM landscape).

**AGENDA ITEM
5E**

MEMORANDUM

TO: City Council
FROM: Mayor Pendergrass
DATE: February 14, 2017
SUBJECT: FORA Board Meeting, February 10, 2017

The agenda has been included for your reference. Any of the agenda items are listed on the FORA website www.fora.org. Agenda item materials are usually lengthy. Please refer to the site should you want further information.

ITEMS 1 - 2

Procedural.

ITEMS 3 & 4

No actions were taken in Closed Session.

ITEMS 5 & 6

Procedural items.

ITEMS 7, CONSENT AGENDA

All Consent Items were approved unanimously.

ITEM 8, BUSINESS ITEMS

A. Approve General Engineering Services

Discussion proceeded in regards to the interpretation of hiring firms locally. It was determined and agreed that the FORA rules were followed. There may be future revisions in the near future.

ITEM 9, PUBLIC COMMENT PERIOD

Procedural

ITEM 10, ITEMS FROM MEMBERS

Procedural.

ITEM 11, ADJOURNMENT

Meeting adjourned at 2:55 P.M.

NEXT BOARD MEETING: March 10, 2017



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, February 10, 2017 at 2:00 p.m.

910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON FEBRUARY 9, 2017.

1 **CALL TO ORDER**

2 **PLEDGE OF ALLEGIANCE** *(If able, please stand)*

3 **CLOSED SESSION**

- a. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Case No.:M114961

4 **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

5 **ROLL CALL**

FORA is governed by 13 voting members as follows: (a) One member appointed by the City of Carmel; (b) One member appointed by the City of Del Rey Oaks; (c) Two members appointed by the City of Marina; (d) One member appointed by Sand City; (e) One member appointed by the City of Monterey; (f) One member appointed by the City of Pacific Grove; (g) One member appointed by the City of Salinas; (h) Two members appointed by the City of Seaside; and (i) Three members appointed by Monterey County. The Board includes 12 ex-officio non-voting members.

6 **ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

CONSENT AGENDA

INFORMATION/ACTION

CONSENT AGENDA consists of routine items accompanied by staff recommendation. Background information has been provided to the FORA Board on all matters listed under the Consent Agenda. The Consent Agenda items are normally approved by one motion unless a Board member or the public request discussion or a separate vote. Prior to a motion being made, any member of the public or the Board may ask a question or make comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and be considered separately at the end of the Consent Agenda.

- a. Approve January 13, 2017 Board Meeting Minutes (p. 1)
- b. Administrative Committee (p. 5)
- c. Veterans Issues Advisory Committee (p. 8)
- d. Habitat Conservation Plan Update (p. 12)
- e. Prevailing Wage Update (p. 18)
- f. 2017 Chair Committee Appointments (p. 20)
- g. Public Correspondence to the Board (p. 25)
- h. Approve Industrial Hygienist Contract – Stockade in Marina (p. 29)

7 **BUSINESS ITEMS**

ACTION

Business items are for Board discussion, debate, direction to staff, and/or action. Comments from the public are not to exceed 3 minutes or as otherwise determined by the Chair.

- La. Approve General Engineering Services Contract (p. 39)

8 **PUBLIC COMMENT PERIOD**

INFORMATION

Members of the public wishing to address the Board on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes and will not receive Board action. Whenever possible, written correspondence should be submitted to the Board in advance of the meeting, to provide adequate time for its consideration.

9 **ITEMS FROM MEMBERS**

INFORMATION

Receive communication from Board members as it pertains to future agenda items.

10 **ADJOURNMENT**

NEXT REGULAR BOARD MEETING: MARCH 10, 2017

AGENDA ITEM

5F

CITY OF SAND CITY

STAFF REPORT

FEBRUARY 10, 2017
(For City Council Meeting on February 21, 2017)

TO: Mayor and City Council
FROM: Charles Pooler, Associate Planner
SUBJECT: Water Allocation for Dustin Bogue Residential Project at 1842 Park Ave.

BACKGROUND

At the February 7, 2017 Council Meeting, the City Council approved a land use and development permit (CDP 17-01) for Dustin Bogue (the "Property Owner") to develop an approximate 2,961 square foot 2-story residential single family home on an approximate on a 50' x 75' property (the "Project") at 1842 Park Avenue (APN 011-181-028 & 029) in Sand City (the "Subject Property"). This site currently serves as a fenced storage yard on the west side of Park Avenue, across the street from the Bungalows Project. The storage yard will be removed to accommodate the Project.

CALCULATIONS

Existing On-Site Water Credit:

There are no existing on-site water credit for the Subject Property. This determination was made by the MPWMD staff for the Mr. Hyles application to the City in 2015.

New Project Water Demand:

The approved Project is an approximate 2,961 square foot 2-story residential single family dwelling (includes a 431 square foot basement). This will be a 3-bedroom dwelling. The Project was approved with the restriction the proposed half bath in the basement is to be removed. Water calculations for the Project consists of the residential fixtures within the structure and the site's landscaping.

Residential: The Project was approved for three (3) full bathrooms on the upper level and one (1) half bath on the ground floor, along with a kitchen, and clothes washer. When calculating the allocation amounts necessary for these fixtures, the Project's residential segment requires 0.226 acre-feet/yr.

Landscaping: The MPWMD is enacting fairly new calculations for landscape water requirements based upon State legislation. City staff has been working closely with MPWMD staff to better understand these new calculations and how they impact City

projects. Based on the 1,330 square feet of landscaping proposed for this Project, the use of drought tolerant landscaping, and use of only a drip system, the Project's landscaping requires 0.034 acre-feet/yr.

Allocation by the City for the Project to Proceed:

Combining the residential and landscaping components of the Project, the overall amount of water needed for MPWMD compliance is 0.226 acre-feet. As there are no on-site credit from the existing storage yard, the amount of water the City will need to allocate is 0.226 Acre-Feet/year.

RECOMMENDATION

Staff recommends the City Council **APPROVE** the attached draft resolution allocating 0.226 acre-feet to the Subject Property for the Project as approved in accordance with CDP 17-01.

Exhibits:

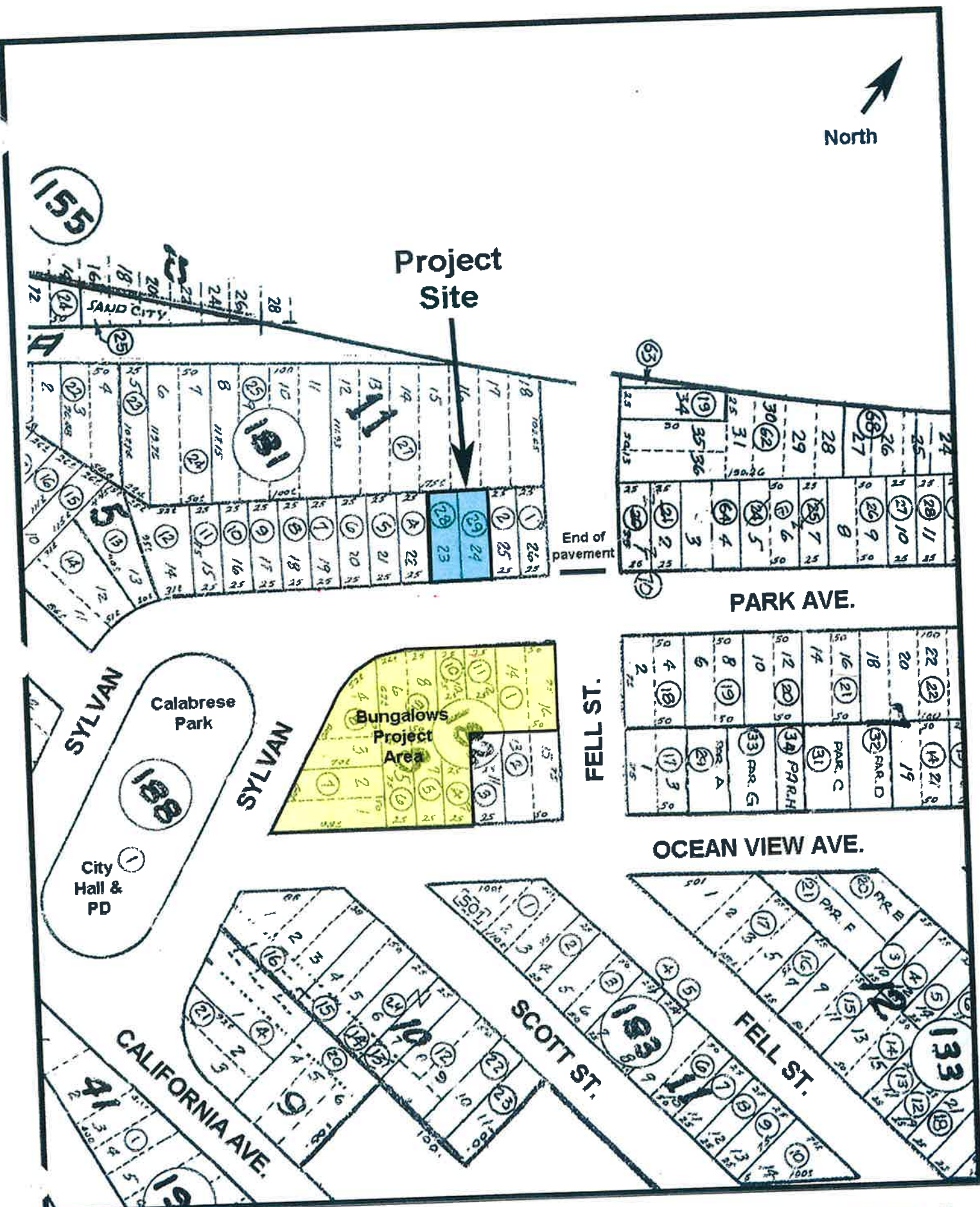
- A. Location Map
- B. Site Plan & Floor Plans
- C. Floor Plan - Level 2
- D. Floor Plan - Basement
- E. Staff Calculation Worksheets
- F. Draft Water Assignment Agreement

Attachment:

1. Draft Resolution authorizing the execution of a water assignment agreement and assign up to 0.505 acre-feet/year of water allocation from the City's Water Entitlement (desalination facility).



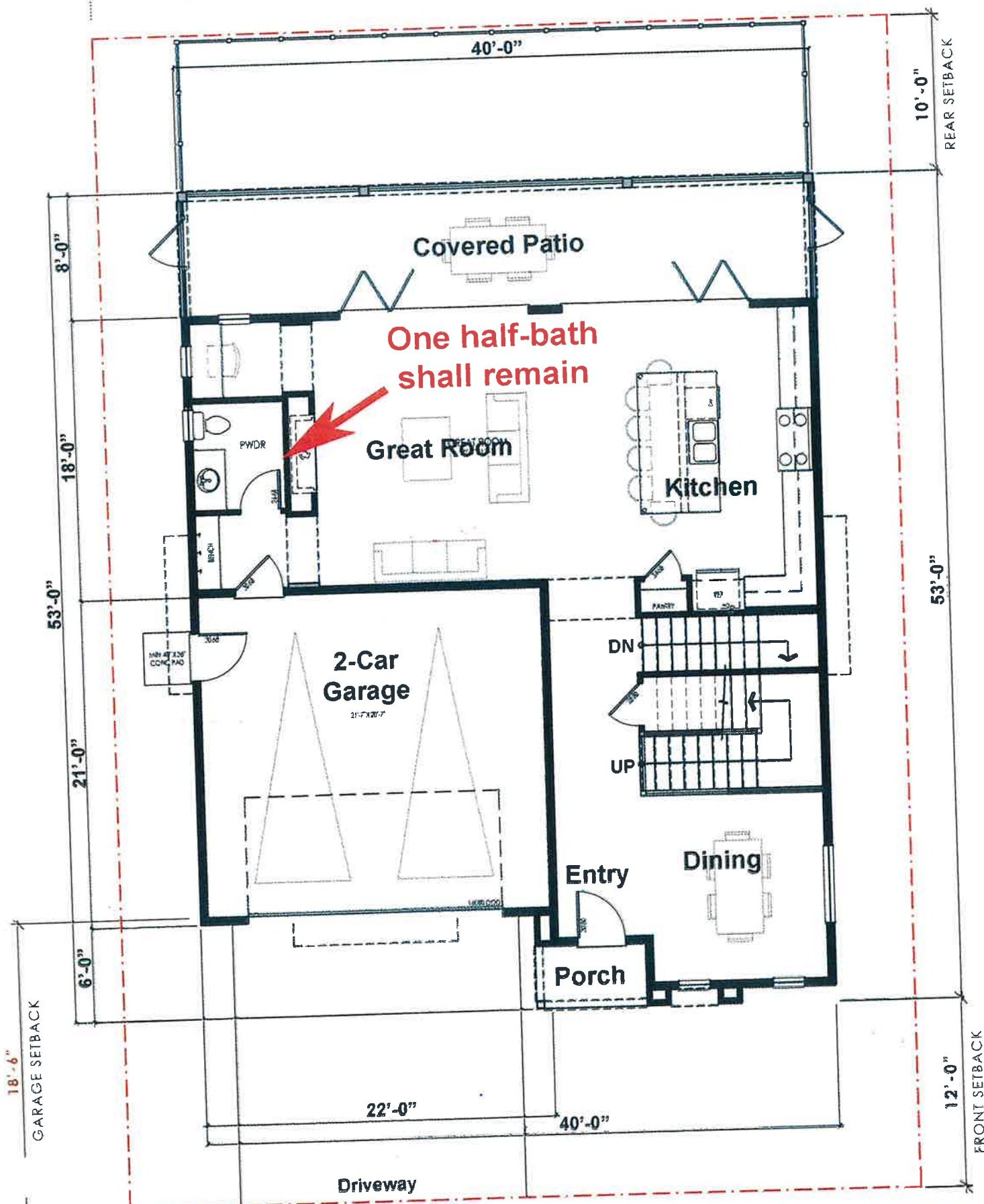
Project Site



Location Map

EXHIBIT A

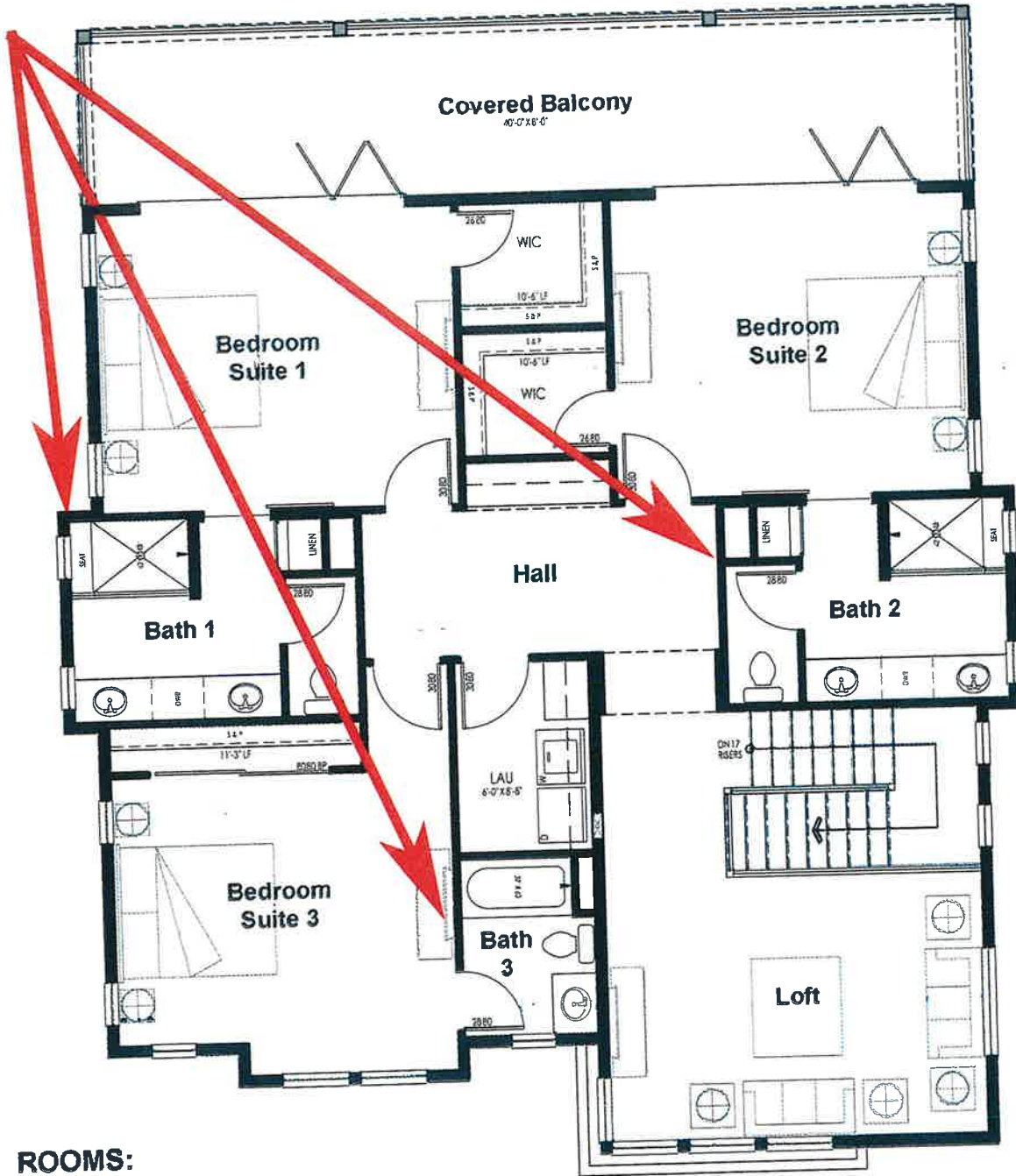
50'-0"



Site Plan / Floor Plan (1st floor)

EXHIBIT B 030

All 3 Full Bathrooms shall remain on the second level.



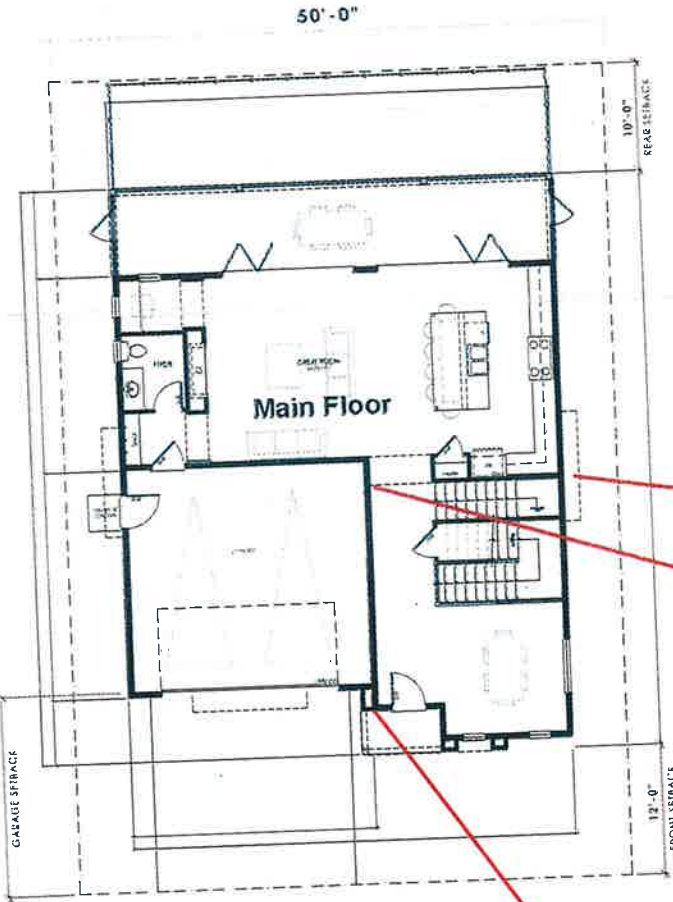
- ROOMS:**
3 - Bedrooms
3 - Full Baths
1 - Laundry Room
1 - Loft Area

Facing Park Avenue

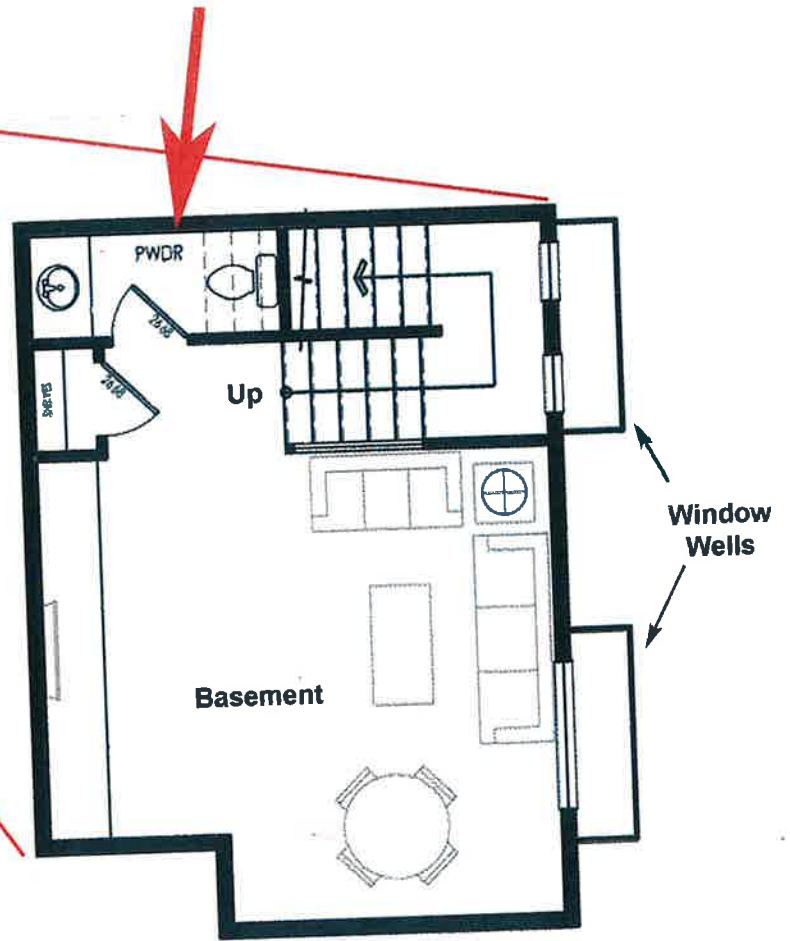


Floor Plan (2nd Level)

EXHIBIT C



The half bath in the basement is to be removed, and will not be on the construction drawings in accordance with City Council approval of CDP 17-01



Floor Plan (Basement)

EXHIBIT D

TOTAL NECESSARY WATER ALLOCATION
DUSTIN BOGUE @ 1843 Park Avenue

CREDIT:	
Existing Residential On-Site Credit	0.000
Existing Commercial On-Site Credit	0.000
Total On-Site Credit	0.000

NEW DEMAND:	
New Commercial Water Demand	0.000
New Residential Water Demand	0.192
New Landscaping Water Demand	0.034
Total New Water Demand	0.226

Allocation needed for Project	0.226
--------------------------------------	--------------

Note: Landscaping water demand is based on Applicant's Landscape Designer's calculations.

New Residential Water
 DUSTIN BOGUE @ 1843 Park Avenue

NOTES

Acre-Feet

Fixture Units

Fixture Unit Value

No. of Fixtures

FIXTURE TYPE/DESCRIPTION

3	x	1	=	3	x 0.01 =	0.03
1	x	1	=	1	x 0.01 =	0.01

SINKS (bathroom)
 Washbasin (lavatory sink), each
 Two Washbins in Master Bath

0	x	1.7	=	0	x 0.01 =	0
4	x	1.3	=	5.2	x 0.01 =	0.052

TOILETS:
 Toilet, Ultra Low Flush (1.6 gallons/flush)
 Toilet, High Efficiency (HET) 1.3 gallons/flush)

All new fixtures must be HET

0	x	1	=	0	x 0.01 =	0
0	x	0.5	=	0	x 0.01 =	0
0	x	0	=	0	x 0.01 =	0

URINALS:
 Urinal (1.0 gallon/flush)
 Urinal, High Efficiency (0.5 gallons/flush)
 Urinal, Zero Water Consumption

0	x	3	=	0	x 0.01 =	0
0	x	3	=	0	x 0.01 =	0
1	x	2	=	2	x 0.01 =	0.02

BATHTUBS (w/ showers)
 Bathtub, Large (w/showerhead) & separate shower in master bath
 Bathtub, Large (may have showerhead)
 Bathtub, Standard (may have showerhead)

2	x	2	=	4	x 0.01 =	0.04
0	x	2	=	0	x 0.01 =	0
0	x	2	=	0	x 0.01 =	0

SHOWERS (only)
 Shower, separate stall (one showerhead)
 Shower, each additional fixture
 Shower System, Rain Bars, or custom shower (varies per specifications)

0	x	2	=	0	x 0.01 =	0
1	x	1.5	=	1.5	x 0.01 =	0.015

KITCHEN:
 Kitchen Sink (w/ optional dishwasher)
 Kitchen Sink (w/ adjacent High Efficiency Dishwasher (5.8 gallons max/cycle)

All new fixtures must be High Effic.

DISHWASHERS (only)	
Dishwasher, each additional (includes optional adjacent sink)	
Dishwasher, High Efficiency, each additional (including optional adjacent sink / 5.8 gallons max/cycle)	

0	x	2	=	0	x 0.01 =	0
1	x	1.5	=	1.5	x 0.01 =	0.015

UTILITY SINK:	
Laundry Sink/Utility Sink	

0	x	2	=	0	x 0.01 =	0
---	---	---	---	---	----------	---

WASHING MACHINES:	
Clothes Washer	
Clothes Washer, High Efficiency (HEW) (Water Factor of 5.0 or less)	

0	x	2	=	0	x 0.01 =	0
1	x	1	=	1	x 0.01 =	0.01

All new fixtures must be HEW

MISCELLANEOUS:	
Bidet	
Bar Sink	
Entertainment Sink	
Vegetable Sink	
Swimming Pool (each 100 sqft of pool surface)	

0	x	2	=	0	x 0.01 =	0
0	x	1	=	0	x 0.01 =	0
0	x	1	=	0	x 0.01 =	0
0	x	1	=	0	x 0.01 =	0
0	x	1	=	0	x 0.01 =	0

TOTAL (Building)	19.2 F.U.	x 0.01	0.192 Ac.Ft.
-------------------------	------------------	---------------	---------------------

LANDSCAPING:	
500 sq.ft. or less of landscaping	
501 or more square feet of landscaping	

How many square feet?	ETWU =
How many square feet?	ETWU =

See Worksheet

TOTAL (Project)	0.192 Ac.Ft.
------------------------	---------------------

WATER EFFICIENT LANDSCAPE WORKSHEET

Project Name
Project Number

Bogue Residence
16.077

Status
Date

Planning
10/3/2016

Calc By

KB

Reference Evapotranspiration (ETo) 35.90

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b s or d	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Use (ETWU) ^e	
Regular Landscape Areas								
1 Front Garden	0.3	d	0.81	0.37	550	203.70	4534	
2 Ornamental Shrubs	0.3	d	0.81	0.37	780	288.89	6430	
					Totals (A)	1330 (B)	492.59	10964
Special Landscape Areas								
				1.00		0.00	0	
					Totals (C)	0 (D)	0.00	0
							ETWU Total	10964
							Maximum Allowed Water Allowance (MAWA)^e	16282

^aHydrozone #/Planting Description
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

^bIrrigation Method
overhead spray
or drip

^cIrrigation Efficiency
0.75 for spray head
0.81 for drip

^eETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^eMAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	493
Total Area	(A)	1330
Average ETAF	B ÷ A	0.37

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	493
Total Area	(A+C)	1330
Sitewide ETAF	(B+D) ÷ (A+C)	0.37

10,946 gal
325,851 gal/AF = 0.034 AF

ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Agreement**") is made this ___ day of March, 2017 by and between the City of Sand City, a municipal corporation ("**City**") and the undersigned assignee ("**Assignee**").

RECITALS

- A. City is the owner of the Sand City Water Entitlement, created by the Sand City Water Supply Project Entitlement Ordinance of the Monterey Peninsula Water Management District ("**Ordinance No. 132**").
- B. Assignee is the owner of certain real property located within Sand City and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "**Sand City Site**").
- C. City has recently acted by City Council Resolution No. SC 17-06 to authorize a new use or expansion of an existing use on the Sand City Site.
- D. Under the Rules of the Monterey Peninsula Water Management District ("**District**") a Water Permit must be issued by the District to Assignee prior to commencement of such new or expanded use.
- E. Under the Rules of the District, a Water Use Permit must be issued by the District to Assignee prior to issuance of the Water Permit.
- F. Under the Rules of the District, the City must assign a portion of the Sand City Water Entitlement to Assignee prior to issuance of the Water Use Permit.
- G. City desires to assign to Assignee a portion of the Sand City Water Entitlement that is sufficient to support issuance of a Water Permit for the use authorized by Resolution no. SC 17-06.
- H. Assignee desires to accept such assignment from the City.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Truth of Recitals. The parties hereby acknowledge that the foregoing recitals are true and correct.
2. Assignment by City. City hereby agrees to assign to Assignee that portion of the Sand City Water Entitlement described on Exhibit "B" attached hereto and by this reference incorporated herein (the "**Assigned Portion of the Sand City Water Entitlement**"). At the time Assignee makes application to the District for a Water Permit

EXHIBIT F

for the use authorized by Resolution no. SC 17-06, City will execute and deliver to Assignee An Assignment of a Portion of Monterey Peninsula Water Management District Ordinance No. 132 Water Entitlement and Water Use Permit in the form attached hereto as Exhibit "B".

3. Representations and Warranties of Assignee. Assignee hereby represents and warrants to City that"

(a) Assignee is the holder (of record) of fee title to the Sand City Site and has all requisite authority to enter into this Agreement.

(b) Assignee and Assignee's independent legal advisors have reviewed or had the opportunity to review:

(i) Ordinance No. 132;

(ii) the Master Water Use Permit issued to the City by the Monterey Peninsula Water Management District pursuant to Ordinance No. 132;

(iii) Rules and Regulations of the District concerning conservation and rationing of water which apply to the Property.

(c) Assignee shall take a title to the Assigned Portion of the Sand City Water Entitlement subject to the laws and regulations referred to in paragraph 3(b) and any other law or regulation concerning ownership or use of the Assigned Portion of the Sand City Water Entitlement as the same may hereafter be amended from time to time.

4. Expiration of Agreement. In the event Assignee is not prepared to make application for a Water Permit within twelve (12) months following the date of this Agreement is made, this Agreement will automatically terminate and be of no further force or effect.

5. Amendment. This Agreement may only be amended by a written instrument signed by the parties hereto or their successors in interest.

6. Assignment. Assignee may only assign the Assigned Portion of the Sand City Water Entitlement to Assignee's successor-in-interest to title of Sand City Site.

7. Law/Venue. Any action concerning this Agreement or the subject matter hereof shall be brought and maintained in the Superior Court of California in and for the County of Monterey.

8. Binding Effect. The provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, legal representatives,

successors and assigns.

City: City of Sand City

by: _____
Todd Bodem, City Administrator

Assignees: Dusting L Bogue & Allen W Bennett

by: _____

Name: _____

Its: _____

by: _____

Name: _____

Its: _____

EXHIBIT A
Legal Description of Property

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

Lots 23 and 24 in Block 5 as said Lots and Block are shown on that certain map entitled, "Map of Seaside Addition to the Town of East Monterey, Monterey County, California, Surveyed by W.C. Little, July 1889", filed for record July 16, 1889, in Volume 1 of Maps, "Cities and Towns", at Page 29, Monterey County Records.

APNs: 011-181-028 & 011-181-029

EXHIBIT B

RECORDING REQUESTED BY:
City Clerk of Sand City

AND WHEN RECORDED, MAIL TO:
City of Sand City
1 Sylvan Park
Sand City, CA 93955

[Exempt from recording fees:
Cal.Gov.Code §27383]

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

A.P.N. 011-181-028 & 029

Assignment of a Portion Of Monterey Peninsula Water Management District Ordinance No. 132 Water Entitlement and Water Use Permit

Pursuant to, and in accordance with, the rights and authority of Monterey Peninsula Water Management District Ordinance No. 132 Water Entitlement, the Master Water Use Permit issued to the City of Sand City on April 25, 2011, and the Rules and Regulations of the Monterey Peninsula Water Management District applicable thereto (all of which are incorporated by reference in this Assignment, with the capitalized terms used in this Assignment having the meanings defined therein), the City of Sand City, a municipal corporation, hereby GRANTS, ASSIGNS, and CONVEYS, to: Dusting L Bogue & Allen W Bennett ("**Owner**"), a Water Entitlement of 0.226 acre-feet per year dedicated to the real property located in the City of Sand City described in Exhibit A attached hereto and by this reference incorporated herein (Assessor Parcel No. 011-181-028 & 029) (the "**Sand City Site**") to which Owner is the holder (of record) of fee title, for use on the Sand City Site. This Assignment also grants, assigns, and conveys a like portion of the Master Water Use Permit for the use and benefit of the Sand City Site.

ASSIGNMENT

**Portion Of Monterey Peninsula Water Management District Ordinance No. 132
Water Entitlement and Water Use Permit**

Pursuant to, and in accordance with, the rights and authority of Monterey Peninsula Water Management District Ordinance No. 132 Water Entitlement, the Master Water Use Permit issued to the City of Sand City on April 25, 2011, and the Rules and Regulations of the Monterey Peninsula Water Management District applicable thereto (all of which are incorporated by reference in this Assignment, with the capitalized terms used in this Assignment having the meanings defined therein), the City of Sand City, a municipal corporation, hereby GRANTS, ASSIGNS, and CONVEYS, to: Dusting L Bogue & Allen W Bennett ("Owner"), a Water Entitlement of 0.226 acre-feet per year dedicated to the real property located in the City of Sand City described in Exhibit A attached hereto and by this reference incorporated herein (Assessor Parcel No. 011-181-028 & 029) (the "**Sand City Site**") to which Owner is the holder (of record) of fee title, for use on the Sand City Site. This Assignment also grants, assigns, and conveys a like portion of the Master Water Use Permit for the use and benefit of the Sand City Site.

CITY OF SAND CITY

Dated: _____

By: _____
Todd Bodem, City Administrator

ACKNOWLEDGMENT

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)
) ss
COUNTY OF MONTEREY)

On _____, before me, _____, a notary public, personally appeared Todd Bodem who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Notary Public

[SEAL]

ACCEPTANCE OF ASSIGNMENT

Owner hereby acknowledges and agrees that Owner accepts all the rights, preferences, privileges, and limitations related to Owner's ownership and use of the Water Entitlement conveyed by this Assignment, as set forth in Monterey Peninsula Water Management District Ordinance No. 132, the Master Water Use Permit and the Rules and Regulations of the Monterey Peninsula Water Management District applicable thereto.

OWNER:

Dated: _____

Dusting L Bogue & Allen W Bennett

by: _____

its: _____

ACKNOWLEDGMENT

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)
) ss
 COUNTY OF MONTEREY)

On _____, before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

 Notary Public

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Legal Description of Property

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Lots 23 and 24 in Block 5 as said Lots and Block are shown on that certain map entitled, "Map of Seaside Addition to the Town of East Monterey, Monterey County, California, Surveyed by W.C. Little, July 1889", filed for record July 16, 1889, in Volume 1 of Maps, "Cities and Towns", at Page 29, Monterey County Records.

APNs: 011-181-028 & 011-181-029

CITY OF SAND CITY

RESOLUTION SC _____, 2017

RESOLUTION OF THE CITY COUNCIL OF SAND CITY GRANTING THE CITY ADMINISTRATOR AUTHORIZATION TO EXECUTE A WATER ASSIGNMENT AGREEMENT AND ASSIGN UP TO 0.226 ACRE-FEET OF WATER FROM THE SAND CITY WATER ENTITLEMENT FOR DUSTIN BOGUE'S RESIDENTIAL SINGLE FAMILY DEVELOPMENT PROJECT AT 1843 PARK AVENUE (APN 011-181-028 & 029)

WHEREAS, the City Council approved Coastal Development Permit 17-01 for Dustin Bogue (the "Applicant") authorizing the development of one single family 2-story residential dwelling on an approximate 3,750 square foot property (the "Project") at 1843 California Avenue (APN 011-181-028 & 029) in Sand City (the "Subject Property"); and

WHEREAS, the Dustin Bogue is both the Project proponent and the Subject Property's owner; and

WHEREAS the Project, as approved by the City, requires a water Permit from the Monterey Peninsula Water Management District (MPWMD) in the amount of 0.226 acre-feet/year; and

WHEREAS, the City Council assignment to Dustin Bogue's project of 0.226 acre-feet from the Sand City Water Entitlement, produced from the Sand City water treatment facility, is necessary to facilitate the Project as approved and authorized by CDP 17-01 on the Subject Property to satisfy water allocation requirements of the MPWMD as it relates to the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City does hereby authorize and approve of the following:

1. The City Administrator is authorized and directed to execute, on behalf of the City, an Assignment Agreement with property owner of the Subject Property in a form that is satisfactory to the City Attorney; and
2. The City Administrator is authorized and directed to execute, on behalf of the City, all documents necessary to assign up to a 0.226 acre-foot/year portion of the Sand City Water Entitlement and Water Use Permit to the Subject Property's Owner, in accordance with the terms of the Assignment Agreement.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of September, 2016, by the following vote:

AYES:

ATTACHMENT

Resolution SC 17- (2017)

NOES:
ABSENT:
ABSTAIN:

ATTEST:

Linda K. Scholink, City Clerk

APPROVED:

David K. Pendergrass, Mayor

AGENDA ITEM

5G

Memo

To: City Council
From: Todd Bodem, City Administrator
Date: February 15, 2017
Subject: Review of City Contribution/Donation

Attached is a request from one organization for support and contribution for Fiscal Year 2017-18. After reviewing this request, the following donation is recommended:

- Monterey County Fair - \$500

If any Council member wants to discuss this request or to propose a different contribution, then this item should be pulled from the consent calendar for discussion with the full Council.

The following finding is specified in the annual City/Successor Agency Budget: *"The Sand City Council finds that it is a valid public purpose and in the best interest of this small city to support and participate in various community programs and activities of the larger Monterey Peninsula area. This support includes not only the City's financial contributions outlined in the attached pages but also the active involvement/participation by council members, city staff, Sand City businesses and citizens. This is Sand City's pledge and commitment of support for the larger regional community in which it is an active and dedicated member".*



February 7, 2017

David Pendergrass
City of Sand City
1 Sylvan Park
Sand City, CA 93955

RECEIVED

FEB 13 2017

Dear Mr. Pendergrass:

CITY OF SAND CITY

We hope you enjoyed the 2016 Monterey County Fair and we were so glad to have you as a valued sponsor. We're now hoping that you will join us again as a 2017 Monterey County Fair sponsor!

The Monterey County Fair (www.montereycountyfair.com) is proud to celebrate its 81st Anniversary from August 31 - Labor Day, September 4, 2017. Providing you with unrivaled visibility to attract your target markets and current clients, the Fair is projecting an increased attendance to over 82,000, exceeding the more than 80,000 attendees in 2016, a 7.6% increase in paid gate admissions compared to 2015. This year's theme is 'Fair Fun in The Summer of Love'!

The 81th Annual Monterey County Fair will feature many outstanding events including:

- Monterey County Fair Kick-Off BBQ on August 26, 2017
- John Michael Montgomery on Thursday, August 31, 2017
- Tower of Power on Friday, September 1, 2017
- Bull Riding and Rodeo performances presented by Flying U Rodeo Friday, September 1- Sunday, September 3, 2017

It's time to sign up now for a special Fair sponsorship that will bring your organization enormous positive publicity within our community for months in advance of the Fair. Enclosed with this letter is an agreement for your organization's 2017 Monterey County Fair Sponsorship.

If you have any questions or would like us to forward an invoice for the sponsorship, please call me at (831) 372-5863 ext. 303 or email Alyssa@montereycountyfair.com.

Sincerely,

Alyssa Wygal
Exhibit Representative II

Enclosures



#15-S17

2017 Monterey County Fair Sponsorship Agreement for City of Sand City

This agreement between the 7th District Agricultural Association (further noted as Monterey County Fair) and City of Sand City has been entered into with the sole purpose to grant designation and rights to City of Sand City as an Official Sponsor of the Monterey County Fair, August 31 – September 4, 2017. The parties hereby agree as follows:

- ◆ The Monterey County Fair will provide City of Sand City with exposure of logo and/ or name in the following marketing collateral.
 - Monterey County Fair Website
 - Monterey County Fair *Thank You* Advertisement
- ◆ The Monterey County Fair will provide City of Sand City with announcements over the public address system. All announcements will thank City of Sand City as a sponsor of Monterey County Fair.
- ◆ The Monterey County Fair will provide City of Sand City with one day advertising on the Digital Marquee at Fairground and Casa Verde Roads. The ad may be no larger than 18 characters per line and no more than 5 lines. The ad is due in a .txt or .doc format by August 1, 2017.
- ◆ The Monterey County Fair will provide City of Sand City with the following hospitality package.
 - 4 One – Day Admission Passes
 - 1 Parking Pass
 - 2 Tickets to Kick-Off BBQ, August 26, 2017
- ◆ City of Sand City agrees to pay \$500 to the Monterey County Fair. The signed sponsorship agreement and the sponsorship fee is due no later than July 1, 2017.

Kelly Violini

Name Date
City of Sand City
1 Sylvan Park
Sand City, CA. 93955

Kelly Violini, CEO Date
Monterey County Fair
2004 Fairground Road
Monterey, CA. 93940

AGENDA ITEM

5H

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: February 15, 2017
Subject: Sand City Chamber of Commerce Contribution Request

Background

In February 2017, the City received a letter from the Sand City Chamber of Commerce requesting \$3,000 as a contribution from the City of Sand City. For April 2016 through March 2017, the City donated \$2,500.

City staff feels that the Chamber is a "work in progress" and needs to support it, as we do not have one of our own. All cities with economic interests should support their chambers.

In comparison to other agencies, its population, and commercial establishments in Sand City a \$2,500 contribution to the Sand City Chamber is appropriate.

Recommendation

Contribute \$2,500 to the Sand City Chamber of Commerce for a time period of February 2017 through January 2018.

SAND CITY CHAMBER OF COMMERCE

505 Broadway Ave. Seaside, California 93955 - (831) 394-6501 Tel (831) 393-0645 Fax

February 10th, 2017

Mayor David Pendergrass
Members of the City Council
1 Sylvan Park
Sand City, CA 93955

RECEIVED
FEB 13 2017
CITY OF SAND CITY

Dear Mayor Pendergrass and Members of the City Council,

On behalf of the Board of Directors of the *Sand City Chamber of Commerce*, I would like to express our sincere appreciation for the support that Sand City has provided throughout the years. We are proud to report that the *Sand City Chamber of Commerce* is striving to improve commerce in the City of Sand City.

Our Approach and Commitment

The Sand City Chamber of Commerce in consideration of Sand City's contribution to the Sand City Chamber of Commerce not only promotes our Chamber Members, but, also promotes the City of Sand City and all of the business community of Sand City

With those thoughts in mind the Sand City Chamber of Commerce has created and developed a few websites to help promote quite a few Sand City businesses. Here's a list of our special Sand City websites: SandCityShopping.com – SandCityArtWorld.com – SandCityCalifornia.com and MisterSeagull.com. During 2016, these '4' websites had about 13,915 visitors. Our Chamber website, alone, had 15,640 visitors. In 2016 our almost 26 different websites received over 122,000 visitors. Many of these sites help promote Sand City businesses.

For the last '10' months both street sides of our building, 505 Broadway, we have had '2' '9' foot banners displayed on the building promoting "Sand City Shopping". Early last year we put together a Facebook page for just the Sand City Chamber of Commerce.

Last year we welcomed Theresa Ream, of Disaster Kleenup Specialists, and Seth Munsey, of Iron Republic, to our Sand City Chamber of Commerce Board of Directors.

Last year we received a contribution \$2,500, thank you. This year, in consideration of what we are doing to promote the City of Sand City and its business community we are requesting a contribution of **\$3,000** for the time period of February, 2017 through January, 2018. *I am available to make a presentation at a Sand City Council Meeting.*

We are still offering a FREE 1-year membership to the *Sand City Chamber of Commerce* to any 'new' business obtaining a business license, for their first time, from the City of Sand City.

Thank you with great appreciation,

Jim Vossen
General Manager – Sand City Chamber of Commerce

Sand City Chamber of Commerce

WEBSITE ACCOUNTING

SandCityArtWorld.com – 2015 total hits 695 – 2016 total visits 3872.

SandCityCalifornia.com – 2016 total visits 3266.

SandCityShopping.com – 2015 total visits 1,635 – 2016 total visits 4699.

MisterSeagull.com – 2016 total visits 2078.

OTHER WEBSITES TO BENEFIT SAND CITY BUSINESSES

MontereyBayServices.com – This site is for the promoting of Electricians, Plumbers, Gardeners / Landscapers, Carpet & Upholstery Cleaners, Painters, Etc.

MontereyBayHomesAndGardens.com – This site is for the promoting of places like Orchard Supply Hardware, Costco, Target, Sleep Train, Floor Store USA, Etc.

MontereyBaySports.com – This site is for the promoting of places like Target, Costco, Sanctuary Rock Gym, Etc.

MontereyBayHealthAndBeauty.com – This site is for the promoting of health and beauty related businesses like Sally Beauty Supply, Supercuts, Ulta Beauty, Etc.

MontereyBayPets.com – This site is for places like PetSmart, Target, Lucky, Etc.

MontereyCountyEvents.com – Great place for promoting the West End Celebration

MontereyCarChannel.com – For promoting 'all' automotive businesses in Sand City

505 Broadway Ave. Seaside



Del Monte Blvd. Side



For a complete list of 'all' of our special websites go to MontereyBayCoolWebsites.com

AGENDA ITEM

5I

MEMO

To: Sand City Successor Agency Board
From: Todd Bodem, Executive Director
Date: February 14, 2017
Subject: Resolution of the Successor Agency of Sand City Authorizing Contract Services with Bartel Associates for a Cost not to Exceed \$9,000 for Actuarial Consulting Services to Calculate the CalPERS and Other Post-Employment Benefits (OPEB) Unfunded Liabilities of the Former Sand City RDA

Background

The Agency staff recently submitted the Oversight Board ROPS 17-18 to the California Department of Finance (DOF). In order for the DOF to complete their review of the Recognized Obligation Payments (ROPS), the DOF invariably have follow-up questions and requests for supporting documents. One of the budget items submitted was for a consultant to complete an actuarial analysis in order to support an Agency obligation.

The City has experience working with Bartel Associates who is a recognized expert in financial and actuarial analysis for municipalities. In our case, the Agency is interested in a calculation of the CalPERS and Other Post-Employment Benefits (OPEB) unfunded liabilities of the former Sand City Redevelopment Agency (RDA). This information will be necessary for future ROPS reporting and approval.

Fees to calculate the CalPERS and OPEB unfunded liabilities are summarized as follows:

Fiscal Impact

<u>Projects</u>	<u>Estimated Fees</u>	<u>Not To Exceed</u>
CalPERS Unfunded Liability Estimates	\$5,000	\$6,000
OPEB Unfunded Liability Estimates	<u>\$2,000</u>	<u>\$3,000</u>
Total	\$7,000	\$9,000

Staff Recommendation

It is recommended that the Successor Agency Board consider adopting the Resolution to approve the City/Agency Agreement with Bartel Associates for Actuarial Consulting Services in order to calculate the CalPERS and OPEB liabilities of the former RDA.

**SAND CITY SUCCESSOR AGENCY
RESOLUTION SA _____, 2017**

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY AUTHORIZING
CONTRACT SERVICES WITH BARTEL ASSOCIATES FOR A COST NOT TO
EXCEED \$9,000 FOR ACTUARIAL CONSULTING SERVICES TO CALCULATE THE
CALPERS AND OTHER POST-EMPLOYMENT BENEFIT (OPEB) UNFUNDED
LIABILITIES OF THE FORMER SAND CITY REDEVELOPMENT AGENCY**

WHEREAS, Bartel Associates is a recognized expert in financial and actuarial analysis related to municipal retirement expenses; and

WHEREAS, ABx 1 26 dissolved all California redevelopment agencies (RDAs) effective February 1, 2012; and

WHEREAS, the City is interested in a calculation of the CalPERS and Other Post-Employment Benefits (OPEB) unfunded liabilities of the former Sand City Redevelopment Agency; and

WHEREAS, Bartel Associates has provided Project Fees and Data Requirements included in its letter dated February 6, 2017, attached as Exhibit A with estimated fees not to exceed \$9,000, and the Agency will be invoiced monthly, based on time incurred; and

WHEREAS, the Executive Director is authorized to enter into an agreement with Bartel Associates attached hereto as Exhibit B, and incorporated herein by this reference; and

WHEREAS, Bartel Associates will maintain a current Sand City business license.

NOW, THEREFORE, BE IT RESOLVED that the Sand City Successor Agency hereby authorizes the service agreement with Bartel Associates as further described in attached Exhibit B respectively.

PASSED AND ADOPTED by the Sand City Successor Agency this ___ day of February, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

David K. Pendergrass, Chair of the
Successor Agency

ATTEST:

Linda K. Scholink, Clerk of the
Successor Agency

February 6, 2017

Todd Bodem
City Administrator
City of Sand City
1 Sylvan Park
Sand City, CA 93955

Re: CalPERS and OPEB RDA Unfunded Liability Estimate

Dear Mr. Bodem:

Bartel Associates would be happy to provide the City of Sand City actuarial consulting services.

The City participates in CalPERS providing employees the 3%@60 benefit for legacy employees. The City also contributes to retiree healthcare benefits by contributing the 100% of single premium for retirees and 50% of single premium for dependents. The single premium is capped at the PEMHCA Other Northern California Anthem EPO single party. ABx1 26 dissolved all California redevelopment agencies (RDAs) effective February 1, 2012. The City is interested in a calculation of the CalPERS and OPEB RDA unfunded liabilities.

Project Fees

Fees to calculate the CalPERS and OPEB unfunded liabilities are summarized as follows:

Projects	Estimated Fees	Not To Exceed
■ CalPERS Unfunded Liability Estimates	\$5,000	\$6,000
■ OPEB Unfunded Liability Estimates	\$2,000	\$3,000
■ Total	\$7,000	\$9,000

Please note:

- We will bill the City at the following hourly rates:

Partner	\$270 - \$320
Assistant Vice President	\$240
Associate Actuary	\$190
Senior Actuarial Analyst	\$170
Actuarial Analyst	\$140
- There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly rates above include our costs for these items.
- We will invoice the City monthly based on time incurred, subject to the above maximum fees.

Data Requirements

To complete our review, please provide participant data in an Excel spreadsheet:

- Actives: name, gender, date of birth, date of City hire, 2012/13 PERSable earnings, 2016/17 PERSable earnings, pension tier (3%@60 or 2%@55), years of CalPERS service, RDA percentage.
- Retirees: name, gender, date of birth, date of retirement, monthly CalPERS pension benefit earned at the City, payment form (i.e., single life annuity, 50% joint and survivor), spouse date of



birth, RDA percentage for each individual. If current pension amount and benefit form are not available, instead please provide PERSable earnings in the year before retirement, years of City service and pension tier (i.e., 3%@60, 2%@55).

- Terminated Vested: name, gender, date of birth, date of termination, years of City service, years of CalPERS service, PERSable earnings for last year working at the City, pension tier (i.e., 3%@60, 2%@55), RDA percentage.

We are prepared to begin this project immediately and can set a meeting date as soon as we receive the above information. Initial results should be available approximately 4-5 weeks after we receive the actuarial information. We understand the City would like to have the results by late March.

We look forward to working with you and the City.

Sincerely,

A handwritten signature in cursive script that reads 'Bianca Lin'.

Bianca Lin, FSA
Assistant Vice President and Actuary

c: Linda Scholink, City of Sand City
John E. Bartel, Bartel Associates, LLC
Joseph D'Onofrio, Bartel Associates, LLC

O:\Clients\City of Sand City\Proposals\2015\BA SandCi 17-02-06 RDA CalPERS and OPEB fee letter.docx

EXHIBIT B

Agreement with Bartel Associates to Calculate the CalPERS and OPEB Unfunded Liabilities of the Former Sand City Redevelopment Agency

This agreement is made and entered into this 21st day of February, 2017 by and between the Sand City Successor Agency, hereinafter referred to as "Client", and Bartel Associates, hereinafter referred to as "Consultant".

Both Client and Consultant agree that the scope of work authorized by this agreement may contain proprietary and confidential information that may not be released to any third parties without the prior written consent of Client and Consultant.

The Client and Consultant, for mutual consideration as defined herein, agree to the following terms, services, and conditions.

1. **TERM**

This agreement shall remain in effect from February 22, 2017 through April 15, 2017, unless extended or terminated as provided in Parts 5 and/or 6 hereof.

2. **SERVICES/FEE**

Consultant agrees to perform professional actuarial consulting services to calculate the CalPERS and OPEB RDA unfunded liabilities as further described in the Bartel Associates letter dated February 6, 2017, attached hereto and incorporated herein by this reference. The cost of this service shall not exceed \$9,000 and shall contain all of the scope of work options addressed in the letter of February 6, 2017.

The Client shall not pay for any other benefits or compensation. The Consultant hereby agrees and acknowledges that Consultant is an independent consultant and not entitled to any other benefits or compensation, including but not limited to any claims for retirement benefits of the Public Employees Retirement System (PERS).

3. **CONFIDENTIALITY**

Unless otherwise expressly authorized, Client and Consultant agree to maintain in strict confidence all advice provided by Consultant to Client, and vice versa, pursuant to this agreement.

4. **CONFLICT OF INTEREST**

Consultant agrees not to enter into contracts or agreements for consulting or advocacy services with any parties, associations or persons other than Client in Sand City, without prior consultation with Client.

5. MODIFICATION OF AGREEMENT

This agreement may be amended or extended by written agreement of both the Client and Consultant. Absent such written agreement, this agreement will be terminated on April 15, 2017.

6. TERMINATION

Either the Client or Consultant may cancel this agreement upon two (2) weeks written notice. In addition, the Client may cancel this contract with less than two (2) weeks notice upon failure of the Consultant to perform assignments on a timely basis and for any illegal acts or conduct.

7. ENTIRETY OF AGREEMENT

This agreement constitutes the entire and complete agreement between Client and Consultant, and no other provisions, expectations, or performances are provided or implied. Consultant is expressly not responsible for any work products, promises, performances, lack of performance, errors, or omissions, committed by any other person, organization, corporation, or any other private, non-profit, or public entity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first written above.

CLIENT:

CONSULTANT:

Todd Bodem, Executive Director
Sand City Successor Agency

John E. Bartel, Bartel Associates

**AGENDA ITEM
7A**

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: February 15, 2017
Subject: Monterey Bay Community Power

INTRODUCTION

At a recent City Council meeting, by consensus, the City Council agreed to listen to a presentation and study the merits of the proposed Monterey Bay Community Power Authority. Daniel Nelson, Deputy Director from the Romero Institute is the presenter at tonight's meeting. Staff anticipates questions and answers.

BACKGROUND

City staff has assembled a summary of the deliberation process that occurred in the last 4+ years to investigate the feasibility of forming a local community choice energy agency and the status of the decision process.

Discussion Points:

1. Four years ago, all 21 AMBAG-area governments agreed to participate in the feasibility study, with Santa Cruz County acting as the lead agency and raising all of the necessary money (**Exhibit A Resolution SC13-33, 2013**).
2. A regional project development advisory committee was formed to guide the study. This committee produced a lengthy report, which is posted on the project's website:

www.mbcommunitypower.org

Exhibit B is the Regional Project Development Advisory Committee Summary Report and Recommendations.

3. Over 100 hours of public meetings hosted by the regional committee, executive staff, and elected officials from every city and county have been invited to numerous special study sessions and ad hoc meetings. Over the last six months, they learned about the results of the study and to negotiate forming a regional joint powers agency. The last ad hoc meeting was on 1/13/17, where the JPA agreement was finalized (**Exhibit C**). This was sent to Sand City on 1/18/17 by Carol Johnson, Administrative Manager of Santa Cruz County.
4. Per the JPA agreement, there will be an 11 member board. Sand City would share a seat with the cities of Seaside, Marina, and Del Rey Oaks. The city managers/mayors from each city would chose who represents them on the board

and the "hat would be passed around"; similar to representation on the governing board of the Monterey Bay Air Resources Board. The debate is ongoing and there appears to be some opposition to the JPA's population-based weighted voting system (**Exhibit D – News Articles**).

5. The \$3 million start-up costs for the JPA will come in the form of a loan. Santa Cruz County has already issued an RFP for this service, and they expect to have the responses back soon.
6. Each "seat" on the governing board will guarantee 1/11th of the loan. That would mean that Sand City's portion of the guarantee would be one quarter of \$272,000, or \$68,000. The guarantee will be in the form of a written agreement, not actual cash.
7. Based on the technical study, Monterey Community Power expects the JPA agency to have 85% of the electricity customers in the region, and generate approximately \$8.5+ million in annual surplus revenues, which will pay off the startup loan. As soon as this loan is paid off, the guarantees are no longer in effect.
8. Since last October, 18 cities and counties in the Monterey Bay region passed a "resolution of intent" to form the JPA. Collectively, they agreed to delay formation until this Spring to give each jurisdiction the opportunity to do their internal "due diligence". The deadline has now shifted so that the JPA's governing board may adjourn in April.
9. They expect all three counties, the three largest cities, and as well many of the smaller cities within the region to move forward. At the moment, the count appears to be 16, according to Ms. Johnson.
10. There is extensive work to be done before the JPA can start providing services in the spring of 2018. The original deadline for each city and county to agenzized the first reading of the ordinance is the end of February, with the second reading to occur no later than mid-March. This will allow the JPA's governing board to seat in April and start the remaining work to be done. It is my understanding that if Sand City wants to be included now; it would have to act for a first reading of the JPA ordinance by February 21. This can be confirmed during the City's study session. Staff recently discovered that Seaside is scheduled its first reading in March.
11. There will be an opportunity for Sand City to join the JPA at a later date, but no earlier than sometime in 2019. There will be an associated cost to the JPA with the Board deciding whether or not to ask Sand City for reimbursement, but Ms. Johnson does not know what that number would be.
12. If Sand City does not join the JPA, Sand City remains customers of PG&E and its rates. The customer will not be subject to any action the JPA takes, nor can the customer participate in buying any of the JPA products or services. The JPA activities only apply to Sand City if the City joins.

Talking Points:

1. How the JPA is governed (City/County participation).
2. Community Power will bond for capital to purchase power in the millions. The JPA will purchase power via a purchase agreement from a green source provider i.e., hydro, solar, etc. for a certain price. With the advent of the Trump administration, this may open up oil/natural gas, which could reduce the cost of fossil fuel to the consumer. Because the cost of energy could be lower than the green sources, the customer may decide to opt out and go with cheaper power. This could increase market risk as rate payers go to the cheaper source while Community Power still holds the bond debt; not to mention other costs issues if community power fails.
3. Does a City want to be in the energy business?
4. Will this be a reliable power source? Where does Power come from?
5. Additional fees: rates, exit fees, power line fees, etc.
6. The JPA will not affect the undergrounding utility account.

**CITY OF SAND CITY
RESOLUTION SC 13-33, 2013**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY CONFIRMING PARTICIPATION
IN THE COMMUNITY CHOICE AGGREGATION PROJECT DEVELOPMENT ADVISORY
COMMITTEE**

WHEREAS, the City of Sand City has demonstrated its commitment to increasing energy efficiency in its desalination project and elsewhere, and to supporting more broad availability and use of local renewable power sources within Sand City; and

WHEREAS, Community Choice Aggregation (CCA) is a program through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company; and

WHEREAS, the City of Sand City has identified CCA as a potential strategy that could be very effective in assisting Sand City in meeting its greenhouse gas reduction targets; and

WHEREAS, CCA, if determined to be technically and financially feasible, could provide substantial environmental and economic benefits to residents and businesses in Sand City; and

WHEREAS, the feasibility stage of the CCA program will not involve any funding by the City of Sand City as it is being funded by the Community Foundation of Santa Cruz.

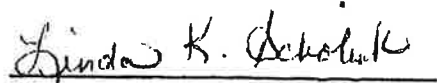
NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby agrees, acknowledges and authorizes the following.

- (1) The City of Sand City agrees to participate in an inter-jurisdictional effort to investigate the Feasibility of a Community Choice Aggregation (CCA) program to operate within the Monterey Bay region without obligating the expenditure of any funding, unless separately authorized in a future action by the City Council.
- (2) The City Council authorizes the City Administrator to participate as a member of the Project Development Advisory Committee (PDAC).
- (3) The City Administrator is authorized to allow the CCA PDAC and its technical consultants to request energy usage load data from PG&E so it may be analyzed as part of the feasibility study.
- (4) Adoption of this resolution does not bind or otherwise obligate the City of Sand City to participate in the Community Choice Aggregation program should it be formed.

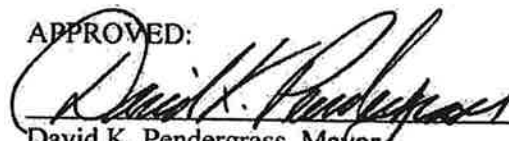
PASSED AND ADOPTED by the City Council of Sand City on this 2nd day of April, 2013 by the following vote:

AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass
NOES: None
ABSTAIN: None
ABSENT: None

ATTEST:


Linda K. Scholink, City Clerk

APPROVED:


David K. Pendergrass, Mayor

SECTION I
REGIONAL PROJECT DEVELOPMENT ADVISORY COMMITTEE
Summary Report & Recommendations

Background

Formed in 2013, the Monterey Bay Community Power project is a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, San Benito and all 18 cities located within. The partnership also includes Monterey Bay Unified Air Pollution Control District, Salinas Valley Solid Waste Authority, and Monterey Regional Waste Management District. The purpose of the project has been to investigate the viability of establishing a local community choice energy (CCE) joint powers agency (JPA) within the region. Authorized by California legislation (AB 117 in 2001, amended by SB 790 in 2011), CCE allows counties and cities to pool their electricity load in order to purchase electricity or invest in energy projects and programs for local residents and businesses as an alternative to the existing utility provider, (PG&E.) Formal resolutions to participate in the project were passed by every jurisdiction during 2013, with each given the option of appointing a representative to the Project Development Advisory Committee overseeing the investigation.

Regional Project Development Advisory Committee (PDAC) Work and Process

After initial formation, the PDAC approved the County of Santa Cruz as the lead agency on behalf of the partnership to raise the funds and provide staffing. The 15-member PDAC hosted 26 public meetings from December 2012 through June 2016, providing guidance and making key decisions with input from the Project Team and consultants. To ensure that the entire region had access to PDAC deliberations, the meetings have been rotated between the Monterey Regional Waste Management District Board Chambers in Marina and the Santa Cruz County Board of Supervisors Chambers in Santa Cruz, with one special session in San Benito County. A project website was established in early 2013 to provide information, answers to frequently asked questions and post PDAC meeting materials and updates, MBCommunityPower.org.

By the middle of 2014, \$404,846 had been raised to conduct a Phase 1 Technical Feasibility Study, an analysis of the benefits and risks associated with creating a local CCE agency and a comparison of that information with the current rates and services provided by PGE. The study and an independent peer review were completed by April, 2016 and are included here in Section III and Appendix 4 of this information packet. The study reveals several favorable environmental and economic outcomes. These include local control over electricity rates and complimentary programs, a significant increase in procuring and generating renewable electricity for the region and the potential value of redirected revenue to benefit the local economy and create green jobs.

It is worth noting that the project funds raised were from private community and state resources, not from local government general budgets. The project's non-profit partner, the Community Foundation of Santa Cruz County (CFSCC), graciously accepted private donations for the project totaling \$25,607. The PDAC worked collaboratively with the CFSCC to provide oversight and accountability regarding how these funds have been spent. The remaining funds came from grants procured and managed by Santa Cruz County as the lead project partner. The grants awarded were from the California Strategic Growth Council (\$344,239), the World Wildlife Fund (\$30,000), and the UC Santa Cruz Carbon Fund (\$5,000).

The PDAC has collaborated with the Project Team on all elements of Phase 1 investigative work as outlined below. Members of the PDAC and Project Team and their affiliations are listed under "Acknowledgements" at the end of this report.

- Provided regular public meeting opportunities for community members to learn about CCE and have input into PDAC discussions and decisions;
- Developed a Phase 1 work and Project Team plan with goals and objectives;
- Assisted with the development of grant proposals and oversaw the CFSCC budget and expenditures;
- Tracked State legislative and regulatory activities affecting CCE investigation;
- Created the content, goals and objectives of the project website, community group educational presentations and regular update reports to county and city partners;
- Developed the scope and assumptions of the Technical Feasibility Study, the independent peer review and the qualifications and criteria for hiring the appropriate consultants;
- Gathered expert information, options and best practices regarding the phased formation work tasks, governance, executive staffing, and start-up financing;

- Scoped the qualifications and criteria for a professional consultant to develop a region-wide outreach communications program and designed the plan with the firm hired;
- Reviewed the contents of the Technical Feasibility Study and all other information and recommendations contained in this packet; and
- Guided the next steps to complete Phase 1 work and assisted the MBCP county and city partners in their deliberations regarding CCE-JPA formation.

This comprehensive information packet has been assembled as a culmination of the PDAC's work over the past few years, providing each county and city partner the information needed to decide whether to participate with partners in the next steps toward forming a regional CCE-JPA. The PDAC has assembled a complete public record of all committee deliberations, which are posted on the website, MBCommunityPower.org. The PDAC will continue to meet during 2016 until Phase 1 work is concluded and a CCE ordinance has been considered or approved by interested county and city partners.

Phase 1 Project Status, Next Steps and Phase 2 Formation Work

Phase 1 Project Status and Next Steps:

To recap, in this first phase, the PDAC has conducted an initial exploration of CCE program viability and has overseen the development of a technical study and assembled related resource information. Community engagement strategies have been implemented, and will continue, to educate the affected energy customers and lay the foundation for Phase 2 formation work. Over the next 6 months, the PDAC will steer completion of Phase 1 that will include hosting a series of public workshops and special study sessions to be attended by PDAC representatives, elected officials, county and city executive staff, project staff and CCE experts from around the State. The PDAC has also formed two subcommittees that will meet on an ad hoc basis to discuss governance, executive staff and start-up financing options. The end result of Phase 1 will be the decision to form a CCE-JPA governing Board after start-up financing has been determined and recruitment has begun to hire a chief executive to manage Phase 2 work. The next steps and timeframe to complete Phase 1 work are:

- May 13, 2016: All MBCP county and city partners will receive this information packet with PDAC recommendations regarding best practices and next steps.
- May 24 and June 9th: The PDAC will host three special public study sessions for county and city electeds and executive staff to review and discuss the technical study with the consultants as well as options regarding governance, start-up financing, and formation:
 - May 24- 9:30 am to noon – Monterey County Board Chambers- Salinas
 - June 9- 9:30am to noon – Santa Cruz County Board Chambers – Santa Cruz
 - June 9- 3:00 pm to 5:30pm- San Benito County Board Chambers- Hollister
- County and cities interested in forming a CCE-JPA may join an ad hoc subcommittee comprised of executive staff who will develop a formation proposal for Board of

Supervisors and City Councils' consideration on or before September 15, 2016, (target date.) Professionals who have experience in retail electricity services, program design, finance, wholesale purchasing and renewable resource development will assist this work.

- May through October: A comprehensive regional outreach and communications program to engage and educate the community at large will be implemented by a professional consulting firm.
- August through October: County and city governing Boards will consider the ad hoc subcommittee formation proposal and adopt ordinances and agreements with other early adoptive partners.
- October 31, 2016: A regional CCE agency joint powers governing Board will be seated and a final selection for the CEO position is made. The CEO hires staff and Phase 2 begins.

Phase 2 Formation Work:

This phase involves program design, soliciting energy procurement services, seeking CPUC approval of an implementation plan, executing a service agreement with PG&E, and expanding community engagement. Agency staff will also complete all remaining legal requirements, enroll customers and prepare to launch an independent operation. Appendix 5 has a more detailed proposed formation work plan for the Monterey Bay Community Power partnership. The end result of Phase 2 work will be to launch (i.e., provide power to customers) no later than September/October, 2017. Note that all start-up costs are reimbursable with interest after program launch through ratepayer revenues.

PDAC Recommendations- Feasibility, Formation and CCE Best Practices

Feasibility Recommendation:

The prospects for CCE programs in California have improved significantly in recent years as a result of many factors:

- The success of Marin Clean Energy and Sonoma Clean Power in providing their communities with greener power at prices competitive with PG&E while investing considerable surplus funds into local renewable energy and energy efficiency projects that created local jobs;
- Favorable wholesale energy market conditions, resulting in relatively low cost power;

- Recognition that a CCE program can be self-supporting for meeting climate action plan objectives and other local public policy goals;
- The reduced market costs of renewable power and improvements in renewable technologies; and
- The development of expertise, best practices and an expanded vendor base to serve CCE programs.

The Monterey Bay Community Power (MBCP) partnership formed in 2013 as the first tri-county/18 city effort in the State. Since then, two CCE agencies have launched (Sonoma Clean Power and the City of Lancaster) and many more communities are actively pursuing CCE formation, including the counties of Alameda, Butte, Contra Costa, Humboldt, Lake, Los Angeles, Mendocino, San Bernardino, San Diego, San Luis Obispo, San Francisco, San Mateo, Santa Barbara, Santa Clara, Venture and Yolo, as well as the cities of Davis and San Diego.

The analysis and outcomes from the technical feasibility study as well as all of the Phase 1 investigative work undertaken for the past three years indicate that establishing a successful CCE agency within the Monterey Bay Region is highly feasible with a wide range of options.

Formation Recommendations:

(1) Next Steps – All MBCP counties and cities are strongly encouraged to participate in one or more of these next steps to determine their interest in becoming an early adoptive partner in forming a regional CCE-JPA agency:

- Attend the public special study sessions hosted by the PDAC starting in May and continuing through June that will focus on the technical study results, governance, executive staffing and start-up financing options and best practices. At these meetings, executive staff from successful CCE agencies and other experts will be in attendance to assist interested county and city representatives. (See page 3 of this report for the schedule.)
- Request a Board or Council general presentation to determine further interest. For more information or to schedule a meeting, contact Gine Johnson, Office of Santa Cruz Supervisor Bruce McPherson, at (831) 454-2200, gine.johnson@santacruzcounty.us.
- Send a Board representative and/or executive staff member to the PDAC's ad hoc subcommittee meetings. Two subcommittees, Governance and Finance, will meet in parallel with the public special study sessions to develop a formation proposal. Recommendations to the governing Boards of early adoptive county and city partners will be forwarded on or before September 15. To attend these meetings, contact the PDAC Chair, Nancy Gordon at (831) 454-2714, nancy.gordon@santacruzcounty.us.

(2) Decision Deadline: Once a formation determination has been made, the PDAC recommends that the CCE-JPA agency be established on or before October 31, 2016 for several important reasons:

- The best window of opportunity to launch a CCE agency (i.e., actually provide power to customers) has proven to be between April and October as a "best practice." Even after a CCE-JPA is established, additional formation tasks must ensue which may take up to 12 months, so to make the recommended "launch window", interested partners should form no later than one year in advance.
- Efforts to undermine the ability of local governments to justify forming CCE agencies are continual through the legislative and regulatory processes. Even though these efforts have not succeeded so far, it may just be a matter of time. If these efforts are eventually successful, CCE agencies that have already been formed will be able to continue unimpeded.
- In order to form a CCE agency, county and city partners must first agree on governance, start-up financing and executive staff recruitment. This process typically took California's established CCE agencies three to four months to accomplish. The deadline of October 31 gives early adoptive partners up to six months to make a final decision. County and city partners that do not make a decision by October will still have the option to join the CCE-JPA at a later date.

CCE Best Practices Recommendations: New CCEs can mitigate risk and ensure best practices by learning from the experiences of operational CCE agencies. In addition to the technical study, Section III of this information packet includes an overview of regulations as well as information and lessons learned from other multi-jurisdictional CCE agencies regarding structure, governance, financing and program phasing. The PDAC spent countless hours reviewing and discussing this information with statewide CCE experts and recommends the following best practices be considered by MBCP county and city partners as they contemplate formation:

- Structure – The PDAC recommends a regional agency that includes as many of the MBCP county and city partners as possible. The economy of scale relative to procurement buying power, start-up and long-term financing and other operational considerations makes a compelling case for a regional agency. Given the nature and technical complexity of running the business of a CCE program, the PDAC also recommends that the agency not be embedded in an existing government entity, but be formed as a stand-alone joint powers agency. Further, the PDAC does not recommend that an existing CCE-JPA be joined for a fee as the economic and job creation benefits to the Monterey region would be considerably diminished. However, "back-end" turn-key administrative services that have a proven operational track record are readily available to newly formed CCEs and should be accessed to streamline start-up and operational tasks and costs.

■ Governance – To meet the diverse needs of the Monterey Bay region, the PDAC recommends a governance structure that aligns with these principles:

- Consistent with the best practices learned from the success and challenges of established CCE governing boards as outlined in Section III of the information packet.
- Equitably representative and aligned with population density and electricity usage within the region;
- A manageable number of board members with the ability to scale to accommodate later members;
- Primary members and alternates should be elected officials;
- Industry technical experts without a conflict of interest should be advisory to the Board;
- Structured similarly to an existing and well-accepted Monterey regional JPA board that has been serving the same partner counties and cities successfully for many years, the Monterey Bay Air Resources District.
- Section III, page 20 of the information packet outlines the specific governance board and technical expert advisory committee structure recommendation.

■ Start-up Financing & Payback Period – There are many options to providing the capital for Phase 2 formation work, but the most straight forward path is for one of the main partners to provide all of the funding, or guarantee a private loan, which can be paid back with interest once the CCE agency begins to generate revenue from ratepayers. Although a cost-share strategy is often used in starting a joint powers agency, this requires additional time and contractual work in what is already a complex formation process. However the start-up is financed, the CCE governing Board should aim to pay it back as soon as it is financially feasible.

■ Guiding Principles– The PDAC recommends strategic and operational alignment with these principles:

- Serve community goals and local policy objectives, including greenhouse gas reductions and increased statewide and local renewable energy supply.
- Control and safeguard customer revenues to ensure long-term financial viability and local government ownership, even when power supply costs fluctuate.

- Offer competitive rates and choice in customer electricity services that does not include the use of unbundled renewable energy credits, coal or nuclear resources and prioritizes in-state renewable contracts as is financially viable and available.
- Support the rapid investment in local renewable energy generation to the maximum extent feasible while ensuring fiscal stability, rate parity and carbon reduction goals are met.
- Pursue long-term power procurement strategies and local power ownerships that hedge future market risk and incorporate diversity of energy suppliers, technologies and products.
- Plan for long-term financial viability through integrated resource planning, in-house fiscal management, transparent rate setting and policies that build program reserves. Building robust reserves enhances the agency's credit rating, lowers the cost of procurement and increases the viability of issuing future bonds for projects.
- Maintain a firewall between the assets and liabilities of the CCE agency and those of municipal general funds.
- Adhere to applicable statutory and regulatory compliance requirements.
- Implement effective risk management practices and ensure transparency and accountability to the local community and oversight agencies.
- Offer complementary programs that serve community interests such as feed and tariff, net-metering, comprehensive energy efficiency retrofits, demand response, community solar, electric vehicle charging, battery storage, as well as support for local training programs in both the private and public sectors and research/development of emerging technologies.
- Establish criteria for the use of surplus revenues that ensures geographic equity and adheres to economic justice principles.
- Define criteria for selecting energy procurement vendor(s) that aligns with the region's sustainability and economic vitality goals.
- Develop a long-term strategic goal of regional energy self-sufficiency by building out local renewable generation projects using local workers making prevailing wages with benefits. Establish a definition of "the use of local workers" and adhere to established local government definitions of "prevailing wages."

ACKNOWLEDGEMENTS

The Project Development Advisory Committee would like express tremendous gratitude to the respective County Boards, City Councils and Joint Powers Agencies within the Monterey tri-county region for participating in this project and embracing regional collaboration on an initiative that holds such significant potential for meeting economic and environmental goals.

Thank you to the PDAC members, lead partner Santa Cruz County, the Project Team and Ambassadors as well as the professional consultants who worked tirelessly for more than three years to investigate community choice energy and provide education to stakeholder groups. We express our thanks and appreciation as well to the two working groups of local volunteer experts and stakeholders who assisted the Project Team (see Appendix 1.)

This project would not have been possible without the fiscal sponsorship of the Community Foundation of Santa Cruz County (CFSCC) accepting donations from generous members of the community. Our sincere thanks to the CFSCC Board and executive staff, and especially to all of the *Monterey Bay CCA Fund* donors (see Appendix 1.)

Grant support from the California Strategic Growth Council, the World Wildlife Fund, and the UC Santa Cruz Carbon Fund was critical to completing this project, for which the committee is sincerely appreciative.

Finally, to the staff of Marin Clean Energy and Sonoma Clean Power, thank you for your technical assistance, generosity and for paving the way for the rest of the California to follow in your footsteps.

Project Development Advisory Committee Members

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Richard Stedman, Vice-Chair, Monterey Bay Unified Air Pollution Control District

Daniel Bertoldi, Monterey County

Ross Clark, City of Santa Cruz

Tim Flanagan, Monterey Regional Waste Management District

Rich Grunow, City of Capitola

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Larry Pearson, Pacific Cookie Company, Business Sector Representative

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Consultants

Local Energy Aggregation Network (LEAN) – General Strategy & Assistance
Miller Maxfield – Communications and Outreach
Pacific Energy Advisors - Technical Feasibility Study
MRW Associates - Independent Peer Reviewer

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

Monterey Bay Community Power Authority

OF

Monterey, Santa Cruz, and San Benito Counties

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes the Monterey Bay Community Power Authority ("Authority"), and is by and among the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, and San Benito Counties and neighboring regions;

- b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by lowering electric rates and creating local jobs as a result of MBCP's CCE program.
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible.
- a. It is further desired to establish a short term and long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.
 - b. In compliance with State law and in alignment with the Authority's desire to stimulate the development of local renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of local renewable development potential in the Monterey Bay Region and plans to incorporate local power into its energy portfolio as quickly as is possible and economically feasible.
- E. The Parties desire to establish a separate public Authority, known as the Monterey Bay Community Power Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions

Exhibit B: List of the Parties

Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF MONTEREY BAY COMMUNITY POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and "Monterey Bay Community Power Authority" shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public Authority named the Monterey Bay Community Power Authority. Pursuant to Sections 6506 and 6507 of the

Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party's governing board;

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations;

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power

possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Boards of Directors. The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

3.1.1 Both Boards shall consist of Directors representing any of the three Counties of Monterey, Santa Cruz, or San Benito that become a signatory to the Agreement and Directors representing any of the Cities or Towns within those counties that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

3.1.2 Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.

3.1.3 Operations Board Directors must be the senior executive/County Administrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations

Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

3.1.4 Board seats will be allocated under the following formulas. Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by February 28, 2017) will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.

3.1.5 Shared board seats will be determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed, following the Mayors and Councilmembers' city selection process in their respective counties, and serve multiple terms. In the event of an established board seat transitioning to a shared seat due to the addition of a new party, the sitting Director will automatically be the first representative for that shared seat to ensure continuity and maintain experience.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.

3.3 Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

3.3.1 The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

3.3.2 The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to

customers in the region, focusing on the routine, day-to-day operations of the Authority.

3.3.3 Policy Board approval shall be required for any of the following actions, including but not limited to:

- (a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;
- (b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;
- (c) The appointment and termination of the Chief Executive Officer;
- (d) The adoption of the Annual Budget;
- (e) The adoption of an ordinance;
- (f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;
- (g) The adoption of the Implementation Plan;
- (h) The selection of General Counsel, Treasurer and Auditor;
- (i) The amending of this Joint Exercise of Powers Agreement; and
- (j) Termination of the CCA Program.

3.3.4 Operations Board approval shall be required for the following actions, including but not limited to:

(a) The approval of Authority contracts and agreements, except as provided by Section 3.4.

(b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5 Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner,

or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

3.4 Chief Executive Officer. The Authority shall have a Chief Executive Officer ("CEO"). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority's fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

3.5 Commissions, Boards, and Committees. The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if

the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7 Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.1. Special Voting Requirements for Certain Matters.

(a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any

obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Monterey Bay Community Power Authority. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement

3.9.2 Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of

the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.3 Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

3.9.4 The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all

tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board(s) through resolution, including but not limited to the MBCP Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the

extent permitted by law, and the County of Santa Cruz shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Santa Cruz shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Santa Cruz shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

5.3.4 Credit Guarantee Requirement. The Parties acknowledge that there will be a shared responsibility to provide some level of credit support (in the form of a letter of credit, cash collateral or interagency agreement) for Authority start-up and initial working capital as may be required by a third party lender. Guarantee requirements shall be released after program launch and as soon as possible under the terms of the third-party credit agreement(s). The credit guarantee will be distributed on a per-seat basis. Shared seat members will divide the credit guarantee among the cities sharing those seats. The term of the credit guarantee shall be the same term as specified in the banking agreement. Once a Party has made a credit guarantee, that guarantee shall remain in place until released, even if that Party withdraws from the Authority.

5.3.5 The County of Santa Cruz has agreed to provide initial administrative support on a cost reimbursement basis to the JPA once formed. This includes, but is not limited to, personnel, payroll, legal, risk management.

6.1 Withdrawal.

6.1.1 **Right to Withdraw.** A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 **Right to Withdraw After Amendment.** Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party's Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 **The Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party's governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party's share of the credit guarantee described in 5.3.4, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party's withdrawal, and it shall be the responsibility of

the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum

waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Monterey Bay Community Power Authority.

“Authority Document(s)” means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in this Agreement.

“Director” means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

“Effective Date” means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

“Initial Participants” means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Operations Board” means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3..

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Party” means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Policy Board” means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.

Exhibit B

List of Parties

Exhibit C

Regional Allocation

Board seats in the Monterey Bay Community Power Authority will be allocated as follows:

- i. One seat for Santa Cruz County
- ii. One seat for Monterey County
- iii. One seat for San Benito County
- iv. One seat for the City of Santa Cruz
- v. One seat for the City of Salinas
- vi. One seat for the City of Watsonville
- vii. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee
- viii. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee
- ix. One shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee
- x. One shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee
- xi. One shared seat for San Benito County cities selected by the City Selection Committee

POWER

Supervisors
stick by
their demands
of power agency

Trio backs governance
proposal offering
Monterey County, others
additional vote

By Jim Johnson
jjohnson@montereyherald.com
@JimJohnson_MCH on Twitter

SALINAS » Confronted with what amounted to a "take-it-or-leave-it" ultimatum and dozens of speakers weighing in on behalf of immediate approval, three Monterey County supervisors continue to insist on additional voting power for the county and other larger jurisdictions before agreeing to join the proposed Monterey Bay Community Power agency.

On Tuesday, Supervisors Luis Alejo, Simon Salinas and John Phillips voted to direct staff to prepare an agreement that would allow Monterey and Santa Cruz counties, and the city of Salinas, an additional vote on a proposed 11-member Community Power agency board, and return on March 7 for board action. The trio argued that the county should be provided additional influence on the agency's direction, particularly on spending, renewable energy ratios and other key executive details, because it represents the largest population and customer base.

②

"It's a matter of fair and equitable representation," Alejo said. "The county is willing to put its credit on the line for this but we have to get it right from the beginning."

In the meantime, county staff led by Assistant County Counsel Nick Chiulos will reach out to other jurisdictions in the proposed tri-county collaborative in an effort to get support for the governance change. Alejo and Salinas also volunteered to conduct outreach. The supervisors who supported the governance proposal noted that eight jurisdictions in Monterey County, including Salinas, had indicated support.

Salinas mayor Joe Gunter also spoke up in support of the governance proposal.

Supervisors Jane Parker and Mary Adams, who voted against the governance proposal, said they were concerned the Community Power agency would be formed without Monterey County, costing the county influence in core issues yet to be decided.

"I think the train has left the station," Adams said.

Earlier in the hearing, Santa Cruz County Supervisor Bruce McPherson said his county supported the governance proposal

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Power

FROM PAGE 2

but the other jurisdictions had made it clear in December they would not support it. He said it was time to move forward. His aide Virginia Johnson said the power agency had essentially already been founded since five

③

jurisdictions had offered preliminary approval, requiring any changes to go through an extensive amendment process, but Assistant County Counsel Wendy Strimling pointed out that none of the jurisdictions had reached final approval.

McPherson did say he would try to talk with other jurisdictions to help convince them to

consider the proposal.

Tuesday's hearing featured hours of testimony from dozens of people urging the board to simply move ahead without the governance change, arguing the county should trust its regional partners and not miss a key opportunity to assume local control of energy. Among those testifying were Monterey

Archdiocese social justice official Warren Hoy, who brought a packet containing the support of 5,000 local Catholic parishioners, and supportive letters were read from former Congressman Sam Farr and State Assemblywoman Anna Caballero.

Jim Johnson can be reached at 831-726-4348.

COMMUNITY POWER AGENCY

PG&E exit fee impact debated

Average county customer would be responsible for monthly fee

By Jim Johnson
jjohnson@montereyherald.com
@JimJohnson_MCH on Twitter

SALINAS » An average Monterey County customer of the proposed new Monterey Bay Community Power agency would pay a monthly \$10.60 "exit fee" to PG&E that could last for decades, but there is disagreement over how that charge could impact customers' power bills.

According to Santa Cruz County supervisorial aide Gine Johnson, who has played a key role on the tri-county Community Power project proposal, a technical study has shown the proposal will be capable of keeping customer bills, including the exit fee, the same as they would be under PG&E while reaching its core goal of more than doubling the use of renewable energy to supply regional households.

However, Monterey County spokeswoman Maia Carroll said Friday there's no way to know how local customers' bills will be affected until power purchase contracts are negotiated by the proposed Community Power agency's joint powers authority.

At the same time, a county staff report indicated the exit fee, which is subject to annual in-

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PG&E

FROM PAGE 2

creases if approved by the state Public Utilities Commission, "can make it difficult for (community choice energy entities) to be cost-effective when trying to achieve rate parity with PG&E and other (investor owned utilities)."

An "average" customer is defined as one using 537 kilowatt hours of electricity per month.

Recent polling conducted by the county and the city of Salinas indicated most customers would support the Community Power proposal only if their bills stayed the same or decreased. Customers wishing to avoid the exit fee by staying with PG&E would be required to opt out of the proposed Community Power agency.

On Tuesday, the Board of Supervisors is set to consider a series of recommendations from the county's Alternative Energy and Environment committee involving governance and finance for the Community Power proposal, including the potential impact of the exit fee.

The Community Power proposal is a regional community choice energy initiative that envisions a collaborative of jurisdictions in Monterey, Santa Cruz and San Benito counties with the ability to take over power purchasing from PG&E in an effort to provide enhanced energy sustainability and lower greenhouse gas emissions.

Supervisor Simon Salinas said during Thursday's Alternative Energy and Environment Committee meeting that he was concerned about the exit fee, especially how it would potentially impact lower-income customers eligible for PG&E's reduced rate program. Those

customers would be responsible for paying the exit fee based on power usage and not income level. Salinas said a \$10 monthly increase would be "a lot" for them.

Johnson said the Community Power JPA would decide how to handle the potential impact of exit fees on lower-income customers, suggesting the JPA could absorb any additional cost for eligible households.

Salinas said he would prefer the issue was spelled out in the JPA's enacting documents.

While acknowledging the potential variability of exit fees in the future, Johnson noted a group of other community choice energy entities had formed an advocacy group to argue in favor of limiting exit fee increases before the CPUC.

The committee also considered the potential impact on the county's finances of the need to provide a credit guarantee of up to \$1.5 million to cover the JPA's initial operating costs, a move that county staff suggested would likely require the county to "sequester" that much in funding while it is facing major disaster response costs and other needs.

In addition, a request by the county and city of Salinas for a population-based weighted voting system was rejected by a majority vote of the prospective Community Power JPA's members' staff representatives.

According to a timeline, a first reading of a community choice energy ordinance at the board is slated for Feb. 14, with a final reading set for March 7, followed by a March 17 deadline for adopting a binding JPA resolution and the ordinance to join the Community Power agency JPA as an early adopter.

Jim Johnson can be reached at 831-726-4348.

AGENDA ITEM

9B



REGISTER FOR THE 109th ANNUAL AWARDS DINNER TODAY!

NOLAND, HAMERLY NAMES NEW SHAREHOLDER



109th Annual Awards Dinner

SATURDAY, MARCH 11, 6-10PM

Monterey Marriott - 350 Calle Principal, Monterey

2016
CITIZEN
OF THE YEAR



John Narigi
MONTEREY PLAZA
HOTEL & SPA

2016 RUTH VREELAND
MEMORIAL PUBLIC OFFICIAL
OF THE YEAR



David J. Stoldt
MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

2016 ROBERT C. LITTLEFIELD
AWARD FOR LIFETIME
ACHIEVEMENT



Tom Rowley
CENTURY 21 SCENIC
BAY PROPERTIES

2016
VOLUNTEER
OF THE YEAR



Kyle Soliven
CALIFORNIA PREMIER
RESTORATION

Click anywhere to register or go to
www.montereychamber.com or call (831) 648-5350

SPONSORSHIP OPPORTUNITIES



IN THIS ISSUE

UPCOMING EVENTS

- Small Business Webinar
- Asilomar Conference Grounds Mixer
- Email Marketing Mastery Workshop
- Personalized Oncology Care of Monterey Bay Ribbon Cutting
- 109th Annual Awards Dinner
- CHAMBER ANNOUNCEMENTS**
- Business & Early Childhood Focus Group

- MPCC Returns to AMP Television
- Reserve Ad Space in Our Annual Magazine

Make Sure Your Info is Correct

WELCOME NEW MEMBERS

Merrill Gardens at Monterey

FROM OUR MEMBERS

- Register Now for CSUMB's Supervisor Development Program

IN OTHER NEWS

- Go Red For Women Luncheon
- How to Turn Facebook Followers into Customers
- Nominate a Local Hero
- United Way Volunteer Income Tax Assistance Program
- Women's Fund Luncheon

2016 BUSINESS MAGAZINE

UPCOMING EVENTS...

ASILOMAR CONFERENCE GROUNDS MIXER

Thursday, February 23

5-7pm

Asilomar Conference Grounds

Seascape Room (next to the Crocker Dining Hall)



800 Asilomar Ave.

Pacific Grove, CA 93950

Cost: \$10/members; \$20/non-members

www.visitasilomar.com

REGISTER

Enjoy the tranquil expanse of the expertly manicured Asilomar Conference Grounds, which includes a panoramic view of the Pacific. Mingle and snack on tasty bites, prepared by Chef Greg Lepesh, along with an assortment of local red and white varietals.

MEMBERS SAVE BIG WITH
OFFICE DEPOT!



SAVE THE DATE

February 23
[Mixer](#)
Asilomar Conference
Grounds

February 28
[Ribbon Cutting](#)
Personalized Oncology Care
of Monterey Bay

March 11
[Annual Awards Dinner](#)
Monterey Marriott

July 27
[Business Excellence Awards](#)
Portola Hotel & Spa

CHAMBER
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MONTHLY
CHAMBER COMMITTEE
MEETINGS

Education
2nd Monday: 3:30pm

EMAIL MARKETING MASTERY WORKSHOP

How to Create an Email Marketing Plan (That You'll Actually Stick To)

Friday, February 24
9am-noon
Hotel Abrego
755 Abrego St.
Monterey, CA 93940
Cost: \$199



SMART & SIMPLE
MARKETING

REGISTER

At the beginning of every year, most entrepreneurs vow to get serious about growing their small business.

But let's face it: most people have a hard time sticking to a plan. And when it comes to creating an email marketing plan for your small business or organization, despite your best intentions, it's all too easy to get sidetracked by pressing day-to-day responsibilities.

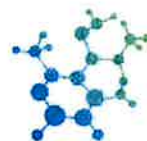
Learn how to create a simple email marketing plan that helps you meet your 2017 goals.

Email Marketing Mastery is a LIVE hands-on workshop that walks you step-by-step through creating a roadmap that will increase your sales and donations with email marketing.

Join us and break the pattern of wanting to do better with email but not being able to find the time.

PERSONALIZED ONCOLOGY CARE OF MONTEREY BAY RIBBON CUTTING

Tuesday, February 28
5-7pm
Personalized Oncology Care of
Monterey Bay
700 Cass St., Ste. 128
Monterey, CA 93940



PERSONALIZED
ONCOLOGY CARE
OF MONTEREY BAY
Medicine Redefined.

REGISTER

Government Affairs
4th Monday: 3:30pm

Ambassador
3rd Friday: 8am

Economic Vitality
1st Friday: 2:30pm

Special Events
Varies per Event

Meetings are subject to change. If you're interested in joining a committee, please contact the Chamber office at (831) 648-5350 to confirm time and location.

[Click here to learn more](#)

MPCC VIDEOS



The Humidor Ribbon Cutting



Big Fish Grill Ribbon Cutting



KW Coastal Estates Ribbon Cutting

Dr. Arina Ganeles' recently-opened private practice, Personalized Oncology Care of Monterey Bay, specializes in personalized care in the treatment and prevention of cancer. MPCC will celebrate her grand opening with a ribbon-cutting ceremony. Sip local wines, enjoy light fare and meet Dr. Ganeles' stellar team, who will gladly take you on a tour of Personalized Oncology Care of Monterey Bay's new state-of-the-art facilities.

109th ANNUAL AWARDS DINNER

Saturday, March 11 - 6-10pm

MONTEREY MARRIOTT

350 Calle Principal, Monterey

PRESENTED BY



2016 Citizen of the Year
[John Narigi](#)
Monterey Plaza Hotel & Spa

2016 Robert C. Littlefield Award for Lifetime Achievement
[Tom Rowley](#)
Century 21 Showcase, REALTORS

2016 Ruth Vreeland Memorial Public Official of the Year
[David J. Stoldt](#)
Monterey Peninsula Water Management District

2016 Volunteer of the Year
[Kyle Soliven](#)
California Premier Restoration





2016 Airport-Rodeo Mixer



Register at www.montereychamber.com or call (831) 648-5350
Cost: \$150/person; \$1,500/table of 10

[Inquire About Sponsorship Opportunities:](mailto:joy@montereychamber.com)
joy@montereychamber.com

To participate in the Silent Auction, contact Elizabeth Diaz at ediaz@armanasco.com



Monterey Peninsula Surgery Center's 35th Anniversary
(Video by Adam Joseph)

CHAMBER ANNOUNCEMENTS...



Wine Experience
founder/owner Brent Virgin
explains the process

JOIN BRIGHT BEGINNINGS BREAKFAST FOCUS GROUP

Tuesday, February 28
8-9:30am
United Way Monterey County Office
60 Garden Ct. #350
Monterey, CA 93940
Cost: Free



REGISTER

Videos by True Idea Productions unless noted otherwise.

Bright Beginnings, an early childhood development initiative of the Monterey County Children's Council, is looking to design a useful tool and resource for local businesses. As a planning step, staff is trying to identify and understand the strengths, challenges and needs facing employers working in Monterey County. The focus group will provide an opportunity for you to find out about how to help support your employees and clients with child friendly practices. Your views will be used to help Bright Beginnings design an approach and outreach tools. [READ MORE](#)

MPCC LAUNCHES TELEVISED MEMBER INTERVIEWS ON AMP

With Video Link - Sign Up Today

Each month the Chamber will host a one hour program highlighting three members. Each member will be interviewed by Joy Anderson, Member Relations Manager, for 16-18 minutes. The program will be aired on AMP Media and each segment will have a link to the *Your Town* website as well as montereychamber.com. Each member will also receive their respective link to share on social media and on their own websites.



There is a nominal fee of \$50 to appear on the program. Contact Joy via email if you are interested in securing one of the three available spots.

RESERVE AD SPACE NOW

MONTEREY PENINSULA CHAMBER OF COMMERCE
ANNUAL MAGAZINE, BUSINESS DIRECTORY & COMMUNITY GUIDE

The Monterey Peninsula Chamber of Commerce Annual Magazine, Business Directory & Community Guide is mailed to 25,000 residents and businesses on the Monterey Peninsula.

Over the next few weeks, our advertising representative Lynn Blos will reach out to Chamber members with information about the variety of advertising opportunities available in our 2017 Business Directory & Community Guide.

Advertising in the Business Directory & Community Guide is cost effective and highly valuable. Additionally, we will provide an online version on the Chamber website with click-through advertising, giving your business even more exposure. Residents and businesses alike use their full-color, information filled directories when looking for the products and services provided by Monterey Peninsula Chamber of Commerce members.

SEE RATES

For more information, contact Lynn Blos:
lynn@montereychamber.com or (650) 339-9663

Fill out a [PDF of the contract](#) and send to lynn@montereychamber.com

All Chamber members should [log on to our website directory](#) to make sure their listed information is correct.

All updates must be made by April 30th in order to make it into the 2017 Business Directory & Community Guide.

If you need assistance or have any questions please call 648-5350.



WELCOME NEW MEMBERS...

MERRILL GARDENS AT MONTEREY

200 Iris Canyon Rd.
Monterey, CA 93940
(831) 250-0930
www.merrillgardens.com



A move to family-owned Merrill Gardens opens doors to a fuller, more liberated life. Senior living for singles or married couples means independence, flexibility, freedom, and fun. We take care of the cooking, cleaning, and yard work - you focus on all the things you love. We offer private apartments with generous living spaces and a choice of floor plans. Bring your small pet and all the personal touches that make your house a home. Dine when you want, as often as you like. Anytime Dining gives you the flexibility to enjoy your meals just like you did at home - on your schedule. Our Active Living calendar is driven by the desires of the people who live here - from fitness classes to charity work to games to outings - it's all at your fingertips.

FROM OUR MEMBERS...

REGISTER FOR CAL STATE MONTEREY BAY'S SUPERVISOR DEVELOPMENT CERTIFICATE PROGRAM



Are you a current or aspiring Supervisor or manager looking to increase your effectiveness and cultivate opportunities for advancement? Join 200 recent graduates in Cal State Monterey Bay's Supervisor Development Certificate Program! This 6-course program covers the role of the supervisor, leadership, effective communication, team building, change management and performance management. Next class starts March 3 - register today at csumb.edu/supervisor.

IN OTHER NEWS...

THIS WEEK!

AMERICAN HEART ASSOCIATION'S NORTHERN CENTRAL COAST GO RED FOR WOMEN LUNCHEON

Friday, February 17
10am-2pm
The Inn at Spanish Bay
2700 17 Mile Drive
Pebble Beach, CA 93953
Cost: \$125/person; Tables for 10 available
centralcoastgoredluncheon.ahaevents.org
(831) 757-6221



For more than a decade, women in Monterey County have been part of the Go Red for Women movement, helping to fight heart disease and stroke alongside the American Heart Association. [READ MORE](#)

HOW TO TURN FACEBOOK FOLLOWERS INTO CUSTOMERS

Thursday February 23

1-3pm

Crazy Horse Restaurant

1425 Munras Ave.

Monterey, CA 93940

Cost: Free

(831) 566-2733

sylvia.coastbrokers@gmail.com



REGISTER

Your Facebook followers are growing, but your sales are stagnant. Let me show you how to convert followers into customers. At this workshop, we'll cover many areas, including how to create amazing posts that promote your products or services - Instead of posting anything you think may be shared, posts need to put a positive and unique spin on the benefits of your products or services. [READ MORE](#)

NOMINATE A LOCAL HERO TO BE HONORED AT THE RED CROSS 2017 CENTRAL COAST HEROES BREAKFAST

(Deadline for Nominations is February 27)

The American Red Cross of the Central Coast is currently seeking nominations for their 2017 Heroes Breakfast.



**American
Red Cross**

The annual event recognizes members of the local community who have shown

courage, dedication, and character through acts of heroism and kindness. Extraordinary acts of heroism occur in our community every day, and the people responsible for them could be your neighbors, coworkers, friends, or family members.

The community is encouraged to nominate a hero in one of the 11 categories [HERE](#).

Selected heroes will be honored at the 2017 Central Coast Heroes Breakfast on Friday, June 16 at the Twins Lake Church in Aptos.

UNITED WAY MONTEREY COUNTY OFFERS FREE VOLUNTEER INCOME TAX ASSISTANCE PROGRAM

The Volunteer Income Tax Assistance Program (VITA) at United Way Monterey County is focused on assisting families who earn less than \$54,000 a year prepare their taxes for free! It is a program that is provided by the IRS, and run by your local United Way and volunteers! This program is unique, because our volunteers learn a valuable skill while also helping members of the community receive reliable tax counseling in a community setting. [MORE INFO](#)



United Way
Monterey County

SAVE women's fund of the community foundation for monterey county THE DATE!

May 9, 2017

12th Annual
WOMEN'S FUND LUNCHEON
Hyatt Regency Monterey

Keynote Speaker Tracy Gary
Author, *Inspired Philanthropy*

Mistress of Cermonies Erin Clark
News Anchor, KSBW Action News 8

To purchase tickets:
www.womensfund2017.eventbrite.com

To receive an invitation, please contact Jan McAlister
at janm@cfmco.org or 831.375.9712 x120,

www.cfmco.org/WomensFund



CONTACT US

The Monterey Peninsula Chamber of Commerce
243 El Dorado St., Ste. 200 | Monterey, CA 93940 | (831) 648-5350
www.montereychamber.com | info@montereychamber.com

