

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, JULY 18, 2017

5:30 P.M.

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

Regular Meeting – July 18, 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 #377, Hartzel Automotive (auto), 510-A California Avenue
- (2) CUP #399, Edgewater Center, (retail/multiple sites), 915, 925 Playa & 2030 California
- (3) CUP #419, Carmel Tile/Doubleday (showroom/storage), 1725 Contra Costa

- (4) CUP #368, Jersey's (food service), 832 Playa Avenue
- (5) CDP 11-09, Rebecca Bernstein (hydrotherapy), 1807-B Contra Costa

- B. Approval of June 20, 2017 Sand City Council Meeting Minutes
- C. Acceptance of Police Department Monthly Report, June 2017
- D. Acceptance of Public Works Monthly Report, June 2017
- E. Approval of City/Successor Agency Monthly Financial Report, May 2017
- F. Approval of City RESOLUTION Approving Time Extensions to October 31, 2017 of Multiple Conditional Use Permits (CUPs 450, 503, 508, 527, 532, 540, 541, 576, 578, 588, 589, 590, 594, & 595) and Coastal Development Permit 14-01 and 15-02 to continue as interim uses at their respective locations within the South of Tioga Area
- G. Approval of City RESOLUTION For Professional Planning Services Agreement Amendment #2 with EMC Planning Group to include additional \$225,000 to the Original and Amended Agreements for Fiscal Year 2017-2018 related to the South of Tioga Development's for Staff Assistance, Biological Permits, and Environmental Review
- H. Approval of City RESOLUTION Making New Appointments of Elizabeth "Libby" Sofer and Don Davis to the Sand City Design Review Committee until January of 2018
- I. Approval of City RESOLUTION Authorizing a Time Extension of the Building Inspection and Plan Check Services Agreement with the City of Monterey to June 30, 2018

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PUBLIC HEARING

- A. Consideration of an ORDINANCE of the City of Sand City Amending Certain Provisions of the Sand City Municipal Code To Make Non-Substantive Grammatical and Spelling Changes; To Remove Redundant Provisions; To Grant the City Clerk Authority to Maintain and to Re-Publish the Code; To Update Municipal Code Penalty Sections in Order to Remove Redundant Provisions and to Raise Penalty Amounts to Those Allowed Under State Law

8. OLD BUSINESS

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

9. NEW BUSINESS

- A. Consideration of City RESOLUTION Continuing and Updating the Appointments to Various Local and Regional Agencies and Boards Effective July 18, 2017
- B. Comments by Council Members on Meetings and Items of Interest to Sand City
- C. Upcoming Meetings/Events

10. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, August 1, 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 FORMER REDEVELOPMENT AGENCY

Regular Meeting – June 20, 2017
5:30 P.M.
CITY COUNCIL CHAMBERS

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

The Invocation was led by Reverend Jason Yarbrough.

The Pledge of Allegiance was led by

Present: Mayor Carbone
Vice Mayor Blackwelder
Council Member Hubler
Council Member McDaniel {excused absence}
Council Member Hawthorne {arrived at 5:35 p.m.}

Staff: Todd Bodem, City Administrator
Jim Heisinger, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Linda Scholink, Director of Administrative Services/City Clerk
Charles Pooler, City Planner

AGENDA ITEM 4, COMMUNICATIONS

A. Written communication distributed to the Council was information regarding the Cemex pipes.

B. Oral

5:33 P.M. Floor closed to Public Comment.

Sand City resident Carol Meadows thanked the Council for the trash cans and portable restrooms along Tioga Avenue. The trash cans appear to be full and have been put to good use.

Public Member Adam Merry commented on his opposition to the South of Tioga project because it would displace the Rock Gym.

Public Member Casey Warken commented that the Rock Gym adds a positive resource to the area and brings a diversity of people to the City.

Public Member Galen Wangberg expressed his opposition to the South of Tigoa project as the Rock Gym primarily draws MIS students, the military and local community. The business provides a safe environment, is encouraging and a place for the community to gather.

5:38 P.M. Floor closed to Public Comment.

AGENDA ITEM 5, CONSENT CALENDAR

- A. There was no discussion of the May 30, 2017 Special Council Meeting Minutes.
- B. There was no discussion of the June 6, 2017 Sand City Council Meeting Minutes.
- C. There was no discussion of the Public Works Monthly Report, May 2017.
- D. There was no discussion of the Police Department Monthly Report, May 2017.
- E. There was no discussion of the City **Resolution** authorizing an Increase to the Fire Protection Services between the Cities of Monterey and Sand City.
- F. There was no discussion of the City **Resolution** authorizing Renewal of a Maintenance Services Agreement with HOPE Rehabilitation Services for Fiscal Year 2017-2018.
- G. There was no discussion of the City **Resolution** authorizing an Animal Sheltering Agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA).
- H. There was no discussion of the City **Resolution** authorizing the City Administrator to Enter into a Master Programs Funding Agreement between the City of Sand City and the Transportation Agency for Monterey County.

Motion to approve the Consent Calendar was made by Council Member, Hubler, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. 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, PRESENTATION

A. Presentation by John C. Baker, Regulatory Analyst Executive Division Local Government Liaison for the California Public Utilities Commission (CPUC) on CPUC Organization Review {10 minutes}

Regulatory Analyst John Baker from the California Public Utilities Commission (CPUC) reported that the CPUC is the California State Agency that regulates essential services including electricity, water, natural gas, telecommunications, and rail and transportation. Californians spend more than \$50 billion annually for services from industries regulated by the CPUC that includes rates and services of energy companies, private water companies, consumer protection and public programs for telecommunications companies and rail safety for companies such as Caltrans, BART, and the San Diego Trolley. Mr. Baker continued that the CPUC's role and responsibility is to ensure that regulated services are delivered in a safe reliable manner, including conducting investigations, inspections, and audits, developing and implementing policies for the rapidly changing communications and broadband markets, as well as ensuring that California's investor-owned water utilities deliver clean, safe, and reliable water to their customers at reasonable rates. The CPUC's job is to assist local government, businesses, and community members to coordinate with their local offices to help educate and inform the community in making smart energy and telecommunication choices. It is the CPUC's goal to create and foster sound relationships with customers in order to allow two way communications, enabling them to implement the CPUC's external and internal policies. Mr. Baker presented the CPUC's outreach actions to include holding public participation hearings, establishing a call center to answer questions about utility service, bills and dispute resolution, and the creation of a statewide team of Outreach Officers to provide assistance and information on consumer programs and services. He encouraged everyone to use less power during the solar eclipse that will occur on August 21 from 9:00 a.m. to 11:00 a.m. as there will be an 8,754 megawatt reduction in energy.

Mr. Baker answered inquiries regarding the use of air conditioners during the hottest days of the year, possible energy credits, and how the CPUC regulates telecommunication and differentiates cable and internet use.

Mayor Carbone thanked Mr. Baker for the presentation and information he provided.

AGENDA ITEM 8, PUBLIC HEARING

This item will be continued to a future meeting due to a possible conflict of interest by residing within 500' of the subject property {Council Members Blackwelder and Hawthorne} resulting in a lack of a quorum.

A. Consideration of City RESOLUTION Approving Conditional Use Permit 615 for Randall Swanson Authorizing an Art Gallery with Accessory Office and Storage at 495-B Elder Avenue.

This item to be considered at a future Council meeting.

{Council Member Hawthorne 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 Conditional Use Permit 616 for Aaron Valdez to Operate an Upholstery Workshop at 352-B Orange Avenue

City Planner Charles Pooler presented an application submitted by Aaron Valdez (the "Applicant") to establish an upholstery workshop within a 1,375 square foot unit of an existing commercial building at 352-B Orange Avenue. The Property has a 1-story commercial building divided into four units; with 2 units fronting Orange Avenue and 2 units fronting Olympia Avenue. The Applicant will service or produce a multitude of items, including furniture, canopies, tents, wetsuits, seatbelts, restaurant booths, seats, sails, and shoes, depending upon client needs. Vehicles may be brought in on occasion for wrapping steering wheels, re-upholstering car seats, or fixing convertible tops. Vehicle upholstery work/service will be by scheduled appointment only. The Applicant will perform upholstery services both on-site and at customer locations. Materials are usually ordered as needed for specific jobs, and on-site material inventory storage will be minimal. Staff recommends the standard business hours applied to other businesses required of this use, to operate only between 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays with no operation on Sundays or City recognized holidays. Office activity beyond these hours is allowable. The Applicant's light manufacturing use will require two (2) on-site parking spaces. The Orange Avenue frontage provides five parking spaces. There is adequate on-site parking for the Applicant to satisfy this requirement. Weekly shipments are anticipated via Fed-Ex, UPS, USPS, or similar service. No large truck deliveries are intended and should have little to no impact on traffic circulation. Staff is not anticipating negative impacts from the Applicant's workshop, provided all storage is maintained within the building and that the operation be limited to servicing no more than one vehicle on-site at any one time. The scale of operation is not anticipated to generate excessive levels of noise, vibrations, odors, fumes, or the like. Staff recommends approval of a conditional use permit for the Applicant, with the conditions/restrictions proposed by staff.

6:00 P.M. Floor opened for Public Comment.

There were no comments from the Public.

6:00 P.M. Floor closed to Public Comment.

In response to the Mayor's question whether the applicant was in agreement with the conditions of the conditional use permit, Mr. Valdez replied that he was in agreement with permit conditions.

Motion to approve the City **Resolution** approving Conditional Use Permit 616 for Aaron Valdez to Operate an Upholstery Workshop at 352-B Orange Avenue was made by Council Member Blackwelder, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hubler. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: Council Member Hawthorne. Motion carried.

{Council Member Hawthorne returned to the dias}

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

Vice Mayor Blackwelder proceeded with leading the meeting.

C. **Consideration of SECOND READING: City ORDINANCE Amending Title 18 of the Municipal Code to Reclassify Certain Property Bounded by Fell Street, Ocean Avenue and Abutting Private Property (APN 011-182-002 & 003) from Heavy Commercial (C-2) to Medium Density Residential Planned Unit Development (R2-PUD)**

At the May 16, 2017 Council meeting, the City Council adopted an ordinance for first reading, to change the zoning designation of a 75' x 75' property fronting the 1800 block of Ocean View Avenue from a non-coastal C-2 (Heavy Commercial) designation to a R2-PUD (Medium Density Planned Unit Development) designation, and adopt the PUD regulations to reflect and accommodate the approved Dayton residential project. Approved land entitlement permits for the Dayton residential project are not effective unless and until the aforementioned zoning change is approved.

This ordinance requires adoption/approval for second reading. If approved, the amendments will become effective 30-days thereafter. Staff recommends adoption (for second reading) of the attached ordinance.

6:05 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:05 P.M. Floor closed to Public Comment.

Motion to approve the Second Reading: **Ordinance** amending Title 18 of the Municipal Code to Reclassify Certain Property Bounded by Fell Street,

Ocean Avenue and Abutting Private Property (APN 011-182-002 & 003) from Heavy Commercial (C-2) to Medium Density Residential Planned Unit Development (R2-PUD) was made by Council Member Hawthorne, seconded by Council Member Hubler. Roll Call Vote AYES: Council Members Blackwelder, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: Council Member Carbone. Motion carried.

{Mayor Carbone returned to the dais}

AGENDA ITEM 9, OLD BUSINESS

A. Progress report on Public Works projects, Successor Agency Oversight Board, South of Tioga 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 15 acre feet of water through June 17, 2017.

On June 6, 2017 Cal-Am's environmental consultant, Denise Duffy & Associates (DDA) performed updated biological surveys along Sand Dunes Drive, West Bay Street, Vista Del Mar, and Tioga Avenue. The survey area covered the road rights-of-way extending to 20 feet beyond the right-of-way and south along Sand Dunes Drive to the City limits. This expanded area of coverage will ensure that both the area of geophysical work for the new intake wells have been surveyed. In addition, DDA met with Coastal Commission staff to discuss the process for moving forward with the geophysical work. It appears that the Coastal Commission will require the City to prepare and submit a "Construction Plan" that will cover both the geophysical work and the new intake wells. Since the geophysical work is required to be performed in order to site the new wells, the plan will only need to provide estimated locations for the new wells.

City staff has been informed that the work plan developed in May/June 2017 regarding the Proposition 1 Technical Assistance Grant was submitted to the State Water Board and that water board staff have provided input and comments. The next step is to start on the work plan tasks and preliminary engineering analysis.

The contract for the Hickory Street Improvement project has been executed by both the City and the contractor, Monterey Peninsula Engineering (MPE). The City Engineer has also registered the project on the Department of Industrial Relations web site and provided the project number to MPE for submittal of all certified payroll. MPE has provided three material submittals to the City Engineer for review and will be

submitting a project schedule to the City Administrator. Staff anticipates that construction will begin soon.

On June 12, 2017 the City Administrator, City Clerk, and City Engineer met with the Federal Emergency Management Assistance (FEMA) Contract Program Delivery Manager to discuss the City's request for public assistance to repair the observation platform and small infiltration basin system at the end of West Bay Street. It appears that the City is eligible to receive funding to cover the repair work, including City staff and consultant time for the design, processing, bidding, and coordination involved with the project, and is important that time associated with this project is well documented. FEMA will contact City Staff to setup a site inspection at a future date.

Construction of the homes for the Bungalows at East Dunes Phase 2 on lots 3-10 continues at a rapid pace. The City Engineer has been driving by periodically to review site conditions, and the City Administrator has reminded the developer to please maintain a clean work area along the public streets fronting the development.

The developer's engineer for the Monterey Bay Shores project has submitted updated site and utility plans for the proposed utility work within California Avenue. The City Engineer will be reviewing the submittal with City staff in order to respond to the developer/engineer with City requirements for issuance of an encroachment permit. One condition will be that the developer provide verification of approvals from Caltrans, Cal-Am, Seaside County Sanitation District (SCSD), PG&E, and Comcast.

City Administrator Todd Bodem reported that he was informed by the Police Chief that the City's Code Enforcement Officer Al Fasulo will not be renewing his contract and that the City will be recruiting for a new code enforcement officer.

AGENDA ITEM 10, NEW BUSINESS

A. Consideration of City RESOLUTION Adopting Amendment #1 to the City Budget for Fiscal Year 2016-2017

City Administrator Todd Bodem reported that the Budget/Personnel Committee met on June 9, 2017 to review the fiscal year 2016-17 budget. The changes are highlighted in bold in the packet. The proposed total revenue is 7,600,440. A few proposed projects are still pending development such as the South of Tioga and Monterey Bay Shores. Staff does not anticipate Cal-Am to pay for the new wells. The \$116,000 TAMC-RSTP funds will not be utilized this year. Anticipated expenditures will be an estimated \$200,000 for the Hickory Street project. The largest City expenditure is for the Other Post Employment Benefit (OPEB) obligation that was set aside and placed into a trust fund. For Fiscal Year 16-17

there was an approximate increased amount of over 1.6 million.

Council Member Hawthorne commented on the pending revenues and expenditures such as the desalination plant wells and that the City should review expenditures to find ways of saving money. Vice Mayor Blackwelder added that Staff does look at the budget quarterly to assess the City's financial standing.

There was Council discussion regarding future obligations, the importance of funding the liabilities, and how it must be reflected in the audits.

6:25 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:25 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** adopting Amendment #1 to the City Budget for Fiscal Year 2016-2017 was made by Council Member Hubler, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: None. Motion carried.

B. Consideration of Proposed City Budget for Fiscal Year 2017-2018 and Appropriations Limit for FY 2017-2018

1) Approval of City RESOLUTION Adopting the Proposed City Budget for Fiscal year 2017-2018

City Administrator Todd Bodem reported that the Budget/Personnel Committee met on June 9, 2017 to review the proposed Fiscal Year 2017-2018 Budget. Once the development projects are underway and implemented, it should improve the City's finances. Applications have been submitted for the South of Tioga project. The recurring revenues account is the City's largest source of income which includes the desalination plant lease payments. Another revenue source that has not been added is the Measure X Funds providing for an additional \$20,000 in revenues. The proposed FY 2017-2018 revenue is anticipated to be \$7,546,390. The City's largest expenditure is in salary and benefits and does not include a cost of living adjustment. A salary increase of 3.3% will occur in the public safety department due to contractual obligations. The proposed FY 2017-2018 expenditure is \$8,088,252 less the total revenue of \$7,526,390 which leaves a shortfall of \$544,062. Historically, the City has found ways to balance the budget by the end of the fiscal year.

6:34 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:34 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution as amended**, adopting the Proposed City Budget for Fiscal Year 2017-2018 was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: None. Motion carried.

2) Approval of City RESOLUTION Establishing an Appropriations Limit for Fiscal Year 2017-2018 pursuant to Article XIII B of the California Constitution

City Administrator Todd Bodem reported that each year the Council must approve an Appropriations Limit with adjustments made annually. Calculations are based on population factors, and the City used the Monterey County population factor. The recommended change resulted in \$10,820,678. Staff recommends approval of the attached resolution approving that same amount.

6:37 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:37 P.M. Floor closed for Public Comment.

Motion to approve the City **Resolution** establishing an Appropriations Limit for Fiscal Year 2017-2018 pursuant to Article XIII B of the California Constitution was made by Council Member Blackwelder, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: None. Motion carried.

C. Consideration of City RESOLUTION Adopting a Fee Increase to \$700 to recoup Costs for the Processing, Review, and Approval of Voluntary Lot Mergers within Sand City and to Authorize the Distribution and Utilization of the New Voluntary Lot Merger Application, Forms, and Documents

City Engineer Leon Gomez reported that the City has many property owners that own 25x25 foot lots providing a challenge to development standards. Staff deemed it necessary to review proposed developments on these lots especially for projects that come before the City Council for two homes on these small lots. It was identified that the City's lot merger documents needed to be reviewed. Staff worked on revisions to develop and establish new City standard documents for the processing of lot mergers. The final set, attached as Exhibit A to the staff report reflects the

new City documents. It was further identified that a fee increase was necessary and that the fee increase should recoup the time needed to process the documents.

City Attorney Jim Heisinger provided a summary of the historical data regarding the development proposals that occurred years ago. This project was encouraged to bring the City's forms up to date, keep fees low, and to make it as un-bureaucratic for the property owners as possible.

Council Member Hawthorne expressed that the City has needed to do this for several years and the new fee being charged is a reasonable amount compared to other cities. Mayor Carbone received confirmation from the City Engineer that the fee increase of \$700 dollars is a reasonable amount.

6:50 P.M. Floor opened for Public Comment.

There were no comments from the Public.

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

Motion to approve the City **Resolution** adopting a Fee Increase to \$700 to recoup Costs for the Processing, Review, and Approval of Voluntary Lot Mergers within Sand City and to authorize the Distribution and Utilization of the New Voluntary Lot Merger Application, Forms, and Documents was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hubler, Hawthorne. NOES: None. ABSENT: Council Member McDaniel. ABSTAIN: None. Motion carried.

D. Comments by Council Members on Meeting and Items of Interest to Sand City

Council Member Hubler reported that he met with executives from the Pacific Grove Arts Center who expressed their interest in relocating to Sand City and rebranding themselves. They have a great Staff and have taken part in the West End Celebration for several years. There will also be a bronze pour on Saturday, June 24, from 5:00 p.m. to 8:00 p.m. at Monterey Sculpture Center. Larry Fischer has donated a sculpture which he will be giving away.

E. Consideration of Cancelling the July 4, 2017 due to the Independence Day Holiday

There was consensus of the City Council to cancel the Tuesday, July 4, 2017 Council meeting due to the Independence Day Holiday.

F. Upcoming Meetings/Events

There were no RSVP's from the Council.

AGENDA ITEM 11, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Hubler, to the next regularly scheduled Council meeting on Tuesday, July 18, 2017 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 6:54 p.m.

Linda K. Scholink, City Clerk

AGENDA ITEM

5C

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 11-Jul-17

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF JUNE 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	0	1	4	2
Assault/Battery	1	0	6	1
Battery (spousal)	0	0	1	3
Burglary (commercial)	1	2	12	2
Burglary (residential)	0	0	1	0
Burglary (vehicle)	0	0	0	2
Theft (petty)	10	10	83	58
Theft (grand)	0	0	1	12
Theft (vehicle)	0	0	1	3
Vandalism	0	2	11	4
Arson	0	0	0	0
Forgery/Counterfiting	0	0	1	0
Fraud/Embezzlement	3	0	27	8
Health&Saftey code	11	12	133	26
Business&Professions Vio	2	1	6	0
TOTAL	28	28	287	121

ARREST

Adult Felony	3	2	31	9
Adult Misdemeanor	19	19	146	82
Juvenile Felony	1	0	1	0
Juvenile Misdemeanor	0	3	8	3
Warrants	18	16	230	54
Drunk Driving	0	0	0	6
TOTAL	41	40	416	154

018
7-12-17

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
CITATIONS				
Traffic Violations	9	12	118	116
Parking Violations	67	37	356	252
Sand City Muni Code	1	0	9	15
Warrants	10	8	157	36
TOTAL	87	57	640	419

TRAFFIC ACCIDENTS				
Non- Injury	1	0	19	38
Injury	0	0	0	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	1
TOTAL	1	0	19	39

MISCELLANEOUS CALLS FOR SERVICE				
Alarm (commercial)	14	9	81	59
Security checks (commercial)	2	0	6	15
Security/welfare check	10	17	92	76
Animal Complaints	1	4	37	34
Suicide Attempts	0	0	0	2
Suicide Complete	0	0	0	1
Vehicle (tow/abatement)	1	0	7	19
Medical Emergencies	9	6	59	63
Fire Emergencies	0	2	4	15
Civil/Peace Disturbances	50	84	250	121
TOTAL	87	122	536	405

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

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	77	89	735	268
Officer Initiated	39	35	378	721
TOTAL	116	124	1113	989

AGENDA ITEM

5D

Public Works
Monthly Activity Report
June 2017

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

Routine Public Works Functions:

- Clean City Hall offices, Police Department, 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.
- Pick up fruit and bagels daily for 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.
- Take the truck to the dump with citywide trash and street spoils.
- Water the trees citywide.
- Send the well readings to the City Engineer.
- 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:

- Placed out No Parking signs on barricades along with more barricades for John Ley to stump grind.
- Removed homeless trash from the Carol building lot that was stored for 60 days.
- Helped Star Sanitation with the drop off of a portable toilet on the Upper Ridge bike path along with staking it down.
- Did the Costco shopping for the city and put the stuff away.
- Painted out graffiti on Tioga and off the bike path of the Upper Ridge.
- Contacted John Ley about stump grinding and put all the barricades in the street.
- Blew the Upper Ridge bike path.
- Emptied the trash cans citywide and took the dump truck to the dump.
- Measured out all the spots that need concrete and contacted Granite Rock to set a date for them to pour the concrete.
- Went to Home Depot and picked up 2 pots with bases and replanted 2 trees that were in the Council Chambers.
- Removed 2 trash cans on Tioga and replaced them with freshly painted trash cans.
- Shoveled sand off Sand Dunes Drive and West Bay St. curb line.
- Scraped the Upper Ridge bike path.
- Picked up supplies at Home Depot for the dump truck, concrete work, and the upper bike path.
- Removed the broken boards off the dump truck and installed new ones.
- Contacted the City of Seaside about a manhole cover that was slightly opened that needed repair next to the bike path.
- Picked up food at Panera for the swearing in Council Meeting.
- Picked up drill bits at Home Depot to drill holes in concrete for rebar. Started drilling holes for concrete citywide.
- Used auger to drill holes on the Upper Ridge bike path and placed 2 4" x 4" x 12's for Warning signage.
- Contacted Precision Concrete Cutting about scheduling a day for them to remove trip hazards citywide.
- Put No Parking signs citywide for Granite Rock to come and pour concrete.
- Situated paper work for the street sweeper.
- Cut out another slab of concrete on a tree well and another part of a curb for concrete to hold onto when we pour.
- Drilled holes in concrete and used epoxy to tie the rebar into the other sidewalks and attached wire mesh with rebar ties at 7 locations city wide.
- Picked up a piece of wood from Home Depot and cut it to size for a format one location and screw it into the side of the curb.

- Put in 2 x 4 forms on the back side of 3 locations for the concrete.
- Replaced a battery in a smoke detector at City Hall.
- Made No Parking signs to put on barricades for SWIMS to do their annual clean out of the catch basins near Costco and Lucky's.
- Finished drilling holes in concrete and putting in rebar with epoxy.
- Removed homeless trash at the end of Ellis and put it in the dump truck.
- Placed out barricades for SWIMS in designated spots where they will be working with No Parking Tow Away signs.
- Got all the concrete tools ready for Granite to pour.
- Contacted Isaac from Precision Concrete Cutting and sent an email with a map showing all the locations that need to be cut. Also planned for June 26th for them to come out and complete the work.
- Contacted Hollister Motorsports about a bill that we never received an invoice for.
- Went to Granite Rock and picked up supplies for concrete.
- Met with Granite Rock at seven locations to pour 1 yard of concrete and troweled all of the slabs.
- Spoke with the city engineer and printed him out paper work for FEMA for the damage that was recorded on West Bay St. due to the storms.
- Shoveled sand off of West Bay St., Sand Dunes Dr., and Tioga.
- Did Costco shopping for the city and put everything away.
- Went to Green Rubber Kennedy Agriculture in Salinas and had 3 new hoses put together for our water tank to water trees citywide.
- Took a load of spoils to the dump.
- Got prices on construction fencing and metal stakes at Home Depot to put around West Bay St.
- Removed barricades citywide that were covering concrete that was poured the day before.
- Put up 3 barricades on Holly so we can cut around 2 more tree stumps.
- Spoke with Fire Extinguisher and set up a date to update our fire extinguishers.
- Contacted Tapco by email in regards to barricades before the end of the fiscal year.
- Went to Home Depot and picked up 12 metal stakes, 4 No Trespassing signs, and 150 feet of orange construction fencing and installed it at the end of West Bay St. because of the damage due to the bad storms.
- Got a price within our budget for barricades from Tapco.
- Cut out concrete where one tree stump was on Holly and knocked out the concrete along with a steel grate.

- Removed the flags from the City Hall flagpole because T-Mobile was working on the cell towers inside and put the flags back on the rope when they were finished.
- Finished cutting out concrete where another stump was and removed the steel grate along with concrete surrounding it.
- Weed eated at the corner lot of Olympia where the entrance to the city is.
- Spoke with SWIMS at the Shopping center and put out new signs to extend it another day.
- Contacted Tony from Pape to get a price on a tractor with a broom attachment and was informed who to get in contact with.
- Left a message with John Ley about stump grinding.
- Removed sand along the side of the bike path on the Upper Ridge North of Playa.
- Drove to Monarch Isuzu in San Jose for a recall on the street sweeper and drove back.
- Attended an Aflac meeting.
- Cleaned behind the old printer before the new one was installed.
- Blew the Upper Ridge bike path North of Playa.
- Called John Ley and set a date for stump grinding and notified the residents to remove the fence boards so they won't get damaged. Also put out new signs on the barricades for No Parking.
- Contacted Sturdy Oil to get a new gas card for a new officer.
- Removed the barricades for SWIMS at the Sand Dollar and Edge Water shopping centers because they were done cleaning out the storm basins.
- Emptied trash cans citywide and took the truck to the dump.
- Watered the trees citywide (800 gallons).
- Went over the landscape area with the landscapers at City Hall.
- Got all the fire extinguishers from the conex's, corporation yard, carol building, public works vehicles and city vehicles and staged them at the Police Department for them to be serviced.
- Spoke with a resident about John Ley coming and stump grinding tree wells which were not done and the resident removed their fence for the work to be complete.
- Put away all the fire extinguishers after they were serviced.
- Met with John Ley's workers and had to remove a piece of steel that was embedded in a stump with our hammer drill.
- Shoveled sand from West Bay St., Sand Dunes Dr., and Tioga Ave.
- Cut the hasp off a shed at the Community Garden for the Police.
- Cleaned out the shed at the Community Garden along with all the trash beside it and loaded the dump truck.

- Picked up concrete from Home Depot, mixed it, and filled the tree wells. Waited for the concrete to set and then used the finish broom.
- Ordered a gas card from Sturdy Oil for a reserve officer.
- Went through boxes of e waste and recycled tons of items from the police department room at the corporation yard.
- Set up 2 canopies at the Sculpture Center along with 4 tables and 2 garbage cans.
- Made No Parking signs and placed them out citywide for Precision Concrete Cutting to come out and remove trip hazards.
- Installed 2 Warning signs along the Upper Ridge bike path North of Playa with security screws.
- Contacted Star Sanitation on the days they come out to clean the portable toilet and they changed it to Tuesday and Friday.
- Took down 2 canopies along with the tables at the Sculpture Center and put them away in storage.
- Went to Red Wing and picked up boots.
- Contacted Precision Concrete Cutting and had to change the dates on the barricades for them to come.
- Contacted Tyler from Green Waste and set up a day for them to pick up some larger printers at our corporation yard.
- Took a load of E-waste to the land fill along with items to donate.
- Finished going through the bins at the yard to recycle certain items.
- Went to Hollister to drop off a unit for a video system and drove back.
- Shoveled sand off Sand Dunes Dr. and West Bay St.
- Put a No Parking Here to Corner sign on Olympia that was knocked down.
- Dropped off an order form to Costco for the officers swearing in.
- Returned 3 lights to Home Depot and returned the receipt to City Hall.
- Replaced the registration sticker on the A.T.V.
- Blew off the A.T.V and the backhoe.
- Picked up granite patch and filled pot holes on Contra Costa and Tioga.
- Noticed a hole on the housing of the street sweeper and took it to Mark's Barn to get an estimate.
- Helped the landscapers at City Hall locate the shut off valve because they broke a pipe.
- Contacted Pam from Hope Services about the invoice for the city bbq.
- Brought the street sweeper to Mark's Barn and had him fix a hole and picked it up when the work was complete.
- Placed barricades out in the street for Precision Concrete Cutting to come out and remove trip hazards.

- Picked up a plug and fixed a leaking pipe at the Carol building.
- Spoke with the landscapers at City Hall about connecting the landscape water into the well water.
- Drove to Hollister and dropped off an officer to pick up a unit.
- Contacted Tony from Pape and asked him questions about the brooms on a sweeper.
- Picked up coffee filters from Smart & Final.
- Removed the barricades off of the street from Precision Concrete Cutting and put them away.
- Took the truck to the dump, emptied trash citywide, and removed homeless trash near the Ellis gate.
- Went to Safeway and Costco to get food for the swearing in ceremony. Set up the Council Chambers for the swearing in ceremony and cleaned it out afterwards.
- Spoke with Phil from Sturdy Oil about gas cards for the new reserve officers.
- Contacted Barry's Carpet Cleaning and set up an appointment to meet up and have the carpets cleaned at City Hall, Council Chambers, Police Department and the Corporation yard.
- Had a West End meeting in the Council Chambers to go over future details.
- Placed out all the barricades for the 4th of July citywide.
- Hedged the curb line to the entrance on Contra Costa at the mural.
- Cut a tree that was blocking a bike route and double sided arrow sign.
- Met with Phil Tavarez and received the gas cards for the reserve officers.

AGENDA ITEM

5E

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Director of Administrative Services
Subject: Financial Reports
Date: July 6, 2017

Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of May 2017.

A. City of Sand City Reports

1. Balance Sheet Report for May 2017.
2. Revenue received in the month of May 2017-Total \$ 483,692.27
(This total includes transfers).
Month End Cash Register Activity Report for May 2017.
3. Expenditures paid for in the month of May 2017-Total \$246,605.63
Month End May 2017 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Councils stipends.
Payroll \$ 142,295.68
Payroll taxes \$ 46,603.26
4. Current City Balances as of May 31, 2017.
Total \$ 5,339,899.47- restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$992,000 in CD's ranging from 6 months to 3 years.

B. Sand City Successor Agency for the former Redevelopment Agency Reports

1. Balance Sheet Report for May 2017
2. Revenue received in the month of May -Total \$ 562,362.12
Month End Cash Register Activity Report for May 2017
3. Expenditures paid for in the month of May - \$ 23,556.69
Month End Cash Disbursement Report for May 2017.

4. Current Successor Agency Balances May 31, 2017
 Total \$ 2,070,183.00- restricted and unrestricted (Includes Rabobank and Bond CD's).
- In addition to the City and Successor Agency balances, there is a total of
 - \$ 819,772.66 being held in CD's and reserve accounts for the 2008 Tax and Tax Exempt bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for May 2017

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2017 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
5/04/17	20641	Successor Agency	\$ 21,745.51	3 rd Quarter Admin Expenses
5/23/17	20691	State of California	\$217,200.00	Sales/Use tax received
5/23/17	20692	State of California	\$186,600.00	Transaction tax received

Transfers

(Transfers are shown on the cash register activity report; they are transfers from one bank account to another and should not be considered as a revenue or expenditure)

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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There were no transfers this month.

Month End Cash Disbursement Report - Special or Major Expenses for the Month of May 2017 are explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
30772	CSU Monterey Bay	\$ 5,000.00	FY 16-17 Emergency Operations Center
30777	Hunters Supply	\$ 6,830.37	Equipment for Rifles
30793	Salinas Valley Ford	\$ 31,439.39	New Patrol Unit for Police
30821	Watch Guard	\$ 6,697.38	In Car Video System – Police
30832	Creegan & D'Angelo	\$ 16,577.50	City Engineering Services- April
30847	David Jansen	\$ 12,087.44	Computer Server for Finance and Police Maintenance
30854	EMC Planning, Inc.	\$ 8,766.93	Planning staff report/ Vibrancy plan
30861	Oak Culinary LLC	\$ 5,200.00	City BBQ Catering

Successor Agency Notes for May 2017

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2017 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
5/31/17	00277	County of Monterey	\$ 562,232.78	Rops 17-18A July-Dec.

Transfers

There were no transfers this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Month End Cash Disbursement Report-Special or Major Expense for the Month of May 2017 is explained below.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
5/1/17	Sand City	\$ 21,745.51	3 rd Quarter Admin Expenses

If you have any questions or concerns regarding the above reports, please let me know before the Council meeting.

City of Sand City

REPORT.: 06/27/17
 RUN....: 06/27/17
 Run By.: LINDA

City of Sand City
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: May 31, 2017 Fiscal (11-17)

Assets			Acct ID
Cash Clearing Checking Account	267,962.60	99	1001
General Fund HOUSING ACCT. FROM SERAF SA	166,735.05	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,166.73	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	4,478,348.55	10	1008
General Fund Fair market value adjustments	5,918.32	10	1009
General Fund Investment CD	164,686.54	10	1020
General Fund Pro Equities Money Market	10,432.56	10	1080
General Fund Pro Equities CD's	991,000.00	10	1081
General Fund Cash Balance	254,979.63	10	1099
Gas Tax - 2105 Cash Balance	11,444.70	31	1099
Traffic Safety Cash Balance	1,538.15	35	1099
Cash Clearing Cash Balance	-267,962.60	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	518,349.00	10	1112
General Fund Sales Tax Receivable	98,591.94	10	1115
General Fund TRANSACTION TAX RECEIVABLE	85,280.05	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	6,645,989.08	70	1280
Gen. Fixed Asst CIP- Wells	1,950.00	60	1288
Gen. Fixed Asst CIP-CITY ENTRANCE PROJECT	1,312.00	60	1289
Gen. Fixed Asst Land	1,005,871.95	60	1290
Gen. Fixed Asst Land Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	566,016.16	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,538,775.38	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,443,309.15	60	1297
Gen. Fixed Asst CITY HALL	256,283.91	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	4,488,722.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-6,563,632.17	60	1300
General LTD Act DEFERRED OUTFLOWS-PERS CONTRIB	485,794.64	70	1400 00
General LTD Act DEFERRED OUTFLOWS-ACTUARIAL	746,841.74	70	1405 00
Total of Assets ---->	36,010,632.41		<u>36,010,632.41</u>
Liabilities			Acct ID
General Fund STRONG MOTION	212.11	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	34.00	10	2012

REPORT.: 06/27/17
 RUN....: 06/27/17
 Run By.: LINDA

City of Sand City
 Balance Sheet Report
 ALL FUND(S)

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: May 31, 2017 Fiscal (11-17)

Liabilities			Acct ID

General LTD Act Compensated Absences	541,075.98	70	2020
General LTD Act NET OBEP LIABILITY	3,460,741.00	70	2025
General Fund DEFERRED REVENUE	187,342.18	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	1,913.15	10	2059
General LTD Act STREET SWEEPER-CAPTIAL LEASE	73,422.19	70	2071
General Fund State Mandated CASP Fee	8.10	10	2115
General Fund Health Insurance	29,507.20	10	2150
General Fund Dental/Vision	408.78	10	2160
General Fund POLICE ASSOC. DUES	420.00	10	2180
General Fund PEPRA RETIREMENT %	2,183.90	10	2191
General Fund AFLAC PRE TAX	128.44	10	2195
General Fund AFLAX-AFTER TAX	-160.90	10	2196
General Fund PERS SURVIVOR BENEFIT	42.00	10	2197
General LTD Act	3,442,148.22	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	1,200,368.79	70	2500

Total of Liabilities ----->	9,714,561.56		

FUND Balances			Acct ID

General Fund Unappropriated Fund Balance	17,845,039.88	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	1,010.04	31	3400
Traffic Safety Unappropriated Fund Balance	276.56	35	3400
General LTD Act Unappropriated Fund Balance	-839,130.72	70	3400
Gen. Fixed Asst Investment in Fixed Assets	11,227,604.78	60	3600
Gen. Fixed Asst CAPITAL LEASE	189,797.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-2,558,527.10		

Total of FUND Balances ----->	26,296,070.85		36,010,632.41
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-17	05/04/17	20629	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6923 Receipt Date: 05/04/17 JOSE RAMIREZ Issued..: TO (DEVON) May 04 2017 09:30 am Devon Lazzarino	Db: 99	1001	40.00
								Cr: 10	4221 08	
			20630	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6924 Receipt Date: 05/04/17 Paid by: JOSE RAMIREZ Issued..: TO (DEVON) May 04 2017 09:30 am Devon Lazzarino	Db: 99	1001	40.00
								Cr: 10	4221 08	
			20631	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #17-232 Receipt Date: 05/04/17 Paid by: METRO REPORTING BUREAU Issued..: TO (DEVON) May 04 2017 09:30 am Devon Lazzarino	Db: 99	1001	10.00
								Cr: 10	4560 08	
			20632	C	Mis	REIMB	REIMBURSEMENTS REIMBURSE BUNGALOWS LOT 8,9,10 WATER FEES Receipt Date: 05/04/17 Paid by: TALLI ROBINSON Issued..: TO (DEVON) May 04 2017 09:30 am Devon Lazzarino	Db: 99	1001	123.00
								Cr: 10	4732 00	
			20633	C	Mis	REN01	RENTAL INCOME MAY 2017 CELL TOWER RENT Receipt Date: 05/04/17 Paid by: CROWN CASTLE Issued..: TO (DEVON) May 04 2017 09:31 am Devon Lazzarino	Db: 99	1001	1246.35
								Cr: 10	4740 00	
			20634	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/04/17 BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/04/17 BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/04/17 Paid by: FLOOR SYSTEMS Issued..: TO (DEVON) May 04 2017 09:31 am Devon Lazzarino	Db: 99	1001	50.00
					Mis	CAS70		Cr: 10	4055 00	.70
					Mis	CAS30		Db: 99	1001	.30
								Cr: 10	2115	
			20635	C	Mis	UUT	UTILITY USERS TAX MARCH 2017 UUT - GAS Receipt Date: 05/04/17 Paid by: CONSTELLATION NEW ENERGY Issued..: TO (DEVON) May 04 2017 09:32 am Devon Lazzarino	Db: 99	1001	20.86
								Cr: 10	4025 00	
			20636	C	Mis	UUT	UTILITY USERS TAX MARCH 2017 UUT - ELECTRIC Receipt Date: 05/04/17 Paid by: CONSTELLATION NEW ENERGY Issued..: TO (DEVON) May 04 2017 09:32 am Devon Lazzarino	Db: 99	1001	107.09
								Cr: 10	4025 00	
			20637	C	Mis	UUT	UTILITY USERS TAX MARCH 2017 UUT Receipt Date: 05/04/17 Paid by: P.G. & E. Issued..: TO (DEVON) May 04 2017 09:32 am Devon Lazzarino	Db: 99	1001	10249.25
								Cr: 10	4025 00	
			20638	C	Mis	WT01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/04/17 BUSINESS LICENSE CASP FEE 70% NEW BUSINESS LICENSE Receipt Date: 05/04/17 BUSINESS LICENSE CASP FEE 30% NEW BUSINESS LICENSE Receipt Date: 05/04/17 Paid by: THE CAMP TRANSFORMATION CENTER Issued..: TO (DEVON) May 04 2017 09:32 am Devon Lazzarino	Db: 99	1001	150.00
					Mis	CAS70		Cr: 10	4055 00	.70
					Mis	CAS30		Db: 99	1001	.30
								Cr: 10	2115	
			20639	C	Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 540-570 CALIFORNIA/REROOF Receipt Date: 05/04/17 STRONG MOTION 2010 PERMITS/FEES FOR 540-570 CALIFORNIA/REROOF Receipt Date: 05/04/17 CBSC FEE - SB1473 PERMITS/FEES FOR 540-570 CALIFORNIA/REROOF Receipt Date: 05/04/17 Paid by: BURKLEO ROOFING Issued..: TO (DEVON) May 04 2017 09:33 am Devon Lazzarino	Db: 99	1001	593.25
					Mis	STR01		Cr: 10	4115 05	12.60
					Mis	CBSC		Db: 99	1001	2.00
								Cr: 10	2012	
			20640	C	Mis	CLEEP	CLEEP GRANT MARCH 2017 COPS GRANT Receipt Date: 05/04/17 Paid by: COUNTY OF MONTEREY Issued..: TO (DEVON) May 04 2017 09:33 am Devon Lazzarino	Db: 99	1001	8333.33
								Cr: 10	4069 08	
			20641	C	Mis	MS	SUCCESSOR AGENCY 3RD Q 16-17 ADMIN EXPENSE REIMBURSEMENT Receipt Date: 05/04/17 Paid by: SUCCESSOR AGENCY Issued..: TO (DEVON) May 04 2017 09:34 am Devon Lazzarino	Db: 99	1001	21745.51
								Cr: 10	4008 00	
								Day 05/04/17 Total ---->		42725.24
	05/10/17		20644	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7279 Receipt Date: 05/10/17 Paid by: BMAN LEA Issued..: TO (DEVON) May 10 2017 12:57 pm Devon Lazzarino	Db: 99	1001	40.00
								Cr: 10	4221 08	
			20645	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/10/17 BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/10/17	Db: 99	1001	50.00
					Mis	CAS70		Cr: 10	4055 00	.70
								Db: 99	1001	
								Cr: 10	4033 00	

033

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-17	05/10/17	20645	C	Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/10/17 Paid by: DEJONG AIR CONDITIONING Issued..: TO (DEVON) May 10 2017 12:57 pm Devon Lazzarino	Db: 99	1001	.30
			20646	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7266 Receipt Date: 05/10/17 Paid by: GLADYS LOCKLAR Issued..: TO (DEVON) May 10 2017 12:58 pm Devon Lazzarino	Db: 99	1001	50.00
			20647	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6998 Receipt Date: 05/10/17 Paid by: GARY JONES Issued..: TO (DEVON) May 10 2017 12:58 pm Devon Lazzarino	Db: 99	1001	40.00
			20648	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7241 Receipt Date: 05/10/17 Paid by: DANIEL RAMIREZ Issued..: TO (DEVON) May 10 2017 12:58 pm Devon Lazzarino	Db: 99	1001	40.00
			20649	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6981 Receipt Date: 05/10/17 Paid by: ALEX PAJDA Issued..: TO (DEVON) May 10 2017 12:59 pm Devon Lazzarino	Db: 99	1001	40.00
			20650	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7272 Receipt Date: 05/10/17 Paid by: XAVIER SERRATO Issued..: TO (DEVON) May 10 2017 12:59 pm Devon Lazzarino	Db: 99	1001	40.00
			20651	C	Mis	TAX05	GAS TAX 2103 APRIL 2017 HIGHWAY USERS TAX Receipt Date: 05/10/17	Cr: 31	4305 11	59.20
					Mis	TAX01	GAS TAX - 2105 31 APRIL 2017 HIGHWAY USERS TAX Receipt Date: 05/10/17	Db: 99	1001	141.12
					Mis	TAX02	GAS TAX - 2106 32 APRIL 2017 HIGHWAY USERS TAX Receipt Date: 05/10/17	Cr: 31	4305 11	472.64
					Mis	TAX03	GAS TAX - 2107 33 APRIL 2017 HIGHWAY USERS TAX Receipt Date: 05/10/17	Db: 99	1001	180.90
			20652	C	Mis	MS	Issued..: TO (DEVON) May 10 2017 12:59 pm Devon Lazzarino MBASIA FY 16-17 FITNESS/SAFETY GRANT Receipt Date: 05/10/17 Paid by: MBASIA	Db: 99	1001	7500.00
			20653	C	Mis	REIMB	Issued..: TO (DEVON) May 10 2017 01:00 pm Devon Lazzarino REIMBURSEMENTS REIMBURSE PARMA CONFERENCE MEAL Receipt Date: 05/10/17 Paid by: LINDA SCHOLINK	Db: 99	1001	47.19
			20654	C	Mis	WT01	Issued..: TO (DEVON) May 10 2017 01:01 pm Devon Lazzarino BUSINESS LICENSE ONE DAY ONLY BUSINESS LICENSE - 5/20/17 BBQ Receipt Date: 05/10/17	Db: 99	1001	25.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE DAY ONLY BUSINESS LICENSE - 5/20/17 BBQ Receipt Date: 05/10/17	Cr: 10	4055 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE DAY ONLY BUSINESS LICENSE - 5/20/17 BBQ Receipt Date: 05/10/17 Paid by: JUMPARTY	Cr: 10	4033 00	.30
			20655	C	Mis	BUI01	Issued..: TO (DEVON) May 10 2017 01:01 pm Devon Lazzarino BUILDING PERMIT 4115 PERMITS/FEES - 2100 CALIFORNIA/7-ELEVEN REMODEL Receipt Date: 05/10/17	Db: 99	1001	1809.19
					Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES - 2100 CALIFORNIA/7-ELEVEN REMODEL Receipt Date: 05/10/17	Cr: 10	4115 05	1175.97
					Mis	STR01	STRONG MOTION 2010 PERMITS/FEES - 2100 CALIFORNIA/7-ELEVEN REMODEL Receipt Date: 05/10/17	Cr: 10	4165 05	50.68
					Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES - 2100 CALIFORNIA/7-ELEVEN REMODEL Receipt Date: 05/10/17	Cr: 10	2010	8.00
			20656	C	Mis	WT01	Issued..: TO (DEVON) May 10 2017 01:02 pm Devon Lazzarino BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/10/17	Db: 99	1001	810.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% NEW BUSINESS LICENSE Receipt Date: 05/10/17	Cr: 10	4055 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% NEW BUSINESS LICENSE Receipt Date: 05/10/17 Paid by: HOMEGOODS	Cr: 10	4033 00	.30
			20657	C	Mis	CAB01	Issued..: TO (DEVON) May 10 2017 01:02 pm Devon Lazzarino CABLE FRANCHISE 1ST Q 2017 FRANCHISE FEES Receipt Date: 05/10/17 Paid by: COMCAST	Db: 99	1001	317.33
							Issued..: TO (DEVON) May 10 2017 01:03 pm Devon Lazzarino	Cr: 10	4035 00	

Reg	Period	Date	Receipt	T Opr	ID No	Description	G/L Posting	Amt Paid
000	05-17	05/10/17	20658	C Mis	CAB01	CABLE FRANCHISE 1ST Q 2017 FRANCHISE FEES Receipt Date: 05/10/17 Paid by: COMCAST	Db: 99 1001 Cr: 10 4035 00	1549.45
			20659	C Mis	WEST	Issued.: TO (DEVON) May 10 2017 01:03 pm Devon Lazzarino WEST END REVENUE 2017 WEST END SPONSORSHIP Receipt Date: 05/10/17 Paid by: VICTORY TOYOTA Issued.: TO (DEVON) May 10 2017 01:04 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4500 00	1500.00
						Day 05/10/17 Total ---->		15949.67
	05/18/17		20660	C Mis	LIC01	DOG LICENSE 4105 DOG LICENSE #S01700002 Receipt Date: 05/18/17 Paid by: MICHELLE HOWARD Issued.: TO (DEVON) May 18 2017 12:22 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4515 08	5.00
			20661	C Mis	UNCL	UNCLAIMED PROPERTY UNCLAIMED PROPERTY Receipt Date: 05/18/17 Paid by: SAND CITY POLICE EVIDENCE Issued.: TO (DEVON) May 18 2017 12:23 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4525 08	35.00
			20662	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7270 Receipt Date: 05/18/17 Paid by: FERNANDO RIOS Issued.: TO (DEVON) May 18 2017 12:23 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			20663	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7259 Receipt Date: 05/18/17 Paid by: JESSICA RIVAS Issued.: TO (DEVON) May 18 2017 12:23 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			20664	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6994 Receipt Date: 05/18/17 Paid by: JOAN JOHNSON Issued.: TO (DEVON) May 18 2017 12:23 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			20665	C Mis	POL01	POLICE REPORT 4560 POLICE REPORT #17-242 Receipt Date: 05/18/17 Paid by: METROPOLITAN REPORTING BUREAU Issued.: TO (DEVON) May 18 2017 12:24 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4560 08	10.00
			20666	C Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 2040 CALIFORNIA/TARGET REMODEL Receipt Date: 05/18/17 Cr: 10 4115 05	Db: 99 1001	4208.34
				Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES FOR 2040 CALIFORNIA/TARGET REMODEL Receipt Date: 05/18/17 Cr: 10 4165 05	Db: 99 1001	2735.41
				Mis	STR01	STRONG MOTION 2010 PERMITS/FEES FOR 2040 CALIFORNIA/TARGET REMODEL Receipt Date: 05/18/17 Cr: 10 2010	Db: 99 1001	147.83
				Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES FOR 2040 CALIFORNIA/TARGET REMODEL Receipt Date: 05/18/17 Paid by: RSP ARCHITECTS Cr: 10 2012	Db: 99 1001	22.00
			20667	C Mis	REIMB	REIMBURSEMENTS 3/3/17 ACCIDENT CLAIM REIMBURSEMENT/MOUNT Receipt Date: 05/18/17 Paid by: ALLIANZ INSURANCE Issued.: TO (DEVON) May 18 2017 12:25 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4732 00	1314.56
			20668	C Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES - 1717 CONTRA COSTA/REROOF Receipt Date: 05/18/17 Cr: 10 4115 05	Db: 99 1001	83.25
				Mis	STR01	STRONG MOTION 2010 PERMITS/FEES - 1717 CONTRA COSTA/REROOF Receipt Date: 05/18/17 Cr: 10 2010	Db: 99 1001	.50
				Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES - 1717 CONTRA COSTA/REROOF Receipt Date: 05/18/17 Paid by: KELLY MORGAN Cr: 10 2012	Db: 99 1001	1.00
			20669	C Mis	MS	Issued.: TO (DEVON) May 18 2017 12:25 pm Devon Lazzarino VERONICA HARLAN JUNE, JULY 2017 DENTAL COBRA Receipt Date: 05/18/17 Paid by: VERONICA HARLAN Cr: 10 2160	Db: 99 1001	267.50
			20670	C Mis	UUT	Issued.: TO (DEVON) May 18 2017 12:26 pm Devon Lazzarino UTILITY USERS TAX APRIL 2017 UUT - GAS Receipt Date: 05/18/17 Paid by: VISTA ENERGY Cr: 10 4025 00	Db: 99 1001	12.26
			20671	C Mis	MS	Issued.: TO (DEVON) May 18 2017 12:26 pm Devon Lazzarino DAVE POTTER 4/22/17 MAYOR RETIREMENT PARTY ATTENDEE Receipt Date: 05/18/17 Paid by: DAVE POTTER Cr: 10 4723 00	Db: 99 1001	150.00
			20672	C Mis	UUT	Issued.: TO (DEVON) May 18 2017 12:27 pm Devon Lazzarino UTILITY USERS TAX APRIL 2017 UUT - GAS Receipt Date: 05/18/17 Paid by: TIGER NATURAL GAS Cr: 10 4025 00	Db: 99 1001	44.03
						Day 05/18/17 Total ---->		9156.68
	05/23/17		20673	C Mis	POL01	POLICE REPORT 4560 POLICE REPORT #17-204 Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4560 08	10.00

035

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-17	05/23/17	20674	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7251 Receipt Date: 05/23/17 Paid by: ADAM LLOYD Issued.: TO (DEVON) May 23 2017 10:25 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			20675	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7245 Receipt Date: 05/23/17 Paid by: ANNA LEVCHENKO Issued.: TO (DEVON) May 23 2017 10:26 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	50.00
			20676	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7000 Receipt Date: 05/23/17 Paid by: YARA SERRANO Issued.: TO (DEVON) May 23 2017 10:26 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	75.00
			20677	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT Receipt Date: 05/23/17 Paid by: PILOT POWER GROUP Issued.: TO (DEVON) May 23 2017 10:28 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	239.60
			20678	C	Mis	WT01	BUSINESS LICENSE FY 16-17 BUSINESS LICENSE RENEWAL Receipt Date: 05/23/17 Paid by: MOORE TWINING Issued.: TO (DEVON) May 23 2017 10:28 am Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00	952.47
			20679	C	Mis	WT01	BUSINESS LICENSE FY 16-17 BUSINESS LICENSE RENEWAL Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4055 00	684.94
				Mis	WT02	BUSINESS LIC LATE CH FY 16-17 BUSINESS LICENSE RENEWAL Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4060 00	475.74	
				Mis	CAS70	BUSINESS LICENSE CASP FEE 70% FY 16-17 BUSINESS LICENSE RENEWAL Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4033 00	.70	
				Mis	CAS30	BUSINESS LICENSE CASP FEE 30% FY 16-17 BUSINESS LICENSE RENEWAL Receipt Date: 05/23/17 Paid by: MOORE TWINING Issued.: TO (DEVON) May 23 2017 10:28 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30	
			20680	C	Mis	DES01	DESIGN REVIEW FEE SIGN PERMIT - 2100 CALIFORNIA/7-ELEVEN Receipt Date: 05/23/17 Paid by: ALL SIGN SERVICES Issued.: TO (DEVON) May 23 2017 10:29 am Devon Lazzarino	Db: 99 1001 Cr: 10 4155 05	50.00
			20681	C	Mis	RL01	COUNTY/ RED LIGHT MARCH 2017 TRAFFIC Receipt Date: 05/23/17	Db: 99 1001 Cr: 35 4205 11	17.64
				Mis	VC	COUNTY/VC MARCH 2017 TRAFFIC Receipt Date: 05/23/17	Db: 99 1001 Cr: 35 4205 11	217.61	
				Mis	VCCR	COUNTY/VC/CR MARCH 2017 TRAFFIC Receipt Date: 05/23/17	Db: 99 1001 Cr: 35 4205 11	10.38	
				Mis	POC01	COUNTY/PROOF OF CORR MARCH 2017 TRAFFIC Receipt Date: 05/23/17	Db: 99 1001 Cr: 35 4205 11	7.40	
				Mis	HTP01	1/2 TAX POLICE/PROP 172 MARCH 2017 TRAFFIC Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4330 08	22.89	
				Mis	REV	COUNTY/REV & RECOVERY MARCH 2017 TRAFFIC Receipt Date: 05/23/17 Paid by: COUNTY OF MONTEREY Issued.: TO (DEVON) May 23 2017 10:29 am Devon Lazzarino	Db: 99 1001 Cr: 10 4210 08	561.75	
			20682	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4055 00	50.00
				Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/23/17	Db: 99 1001 Cr: 10 4033 00	.70	
				Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - HOME GOODS Receipt Date: 05/23/17 Paid by: CLEAN GLASS INSTALLATION Issued.: TO (DEVON) May 23 2017 10:30 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30	
			20683	C	Mis	MS	ANNA CABALLERO 4/22/17 MAYOR RETIREMENT PARTY ATTENDEES Receipt Date: 05/23/17 Paid by: ANNA CABALLERO Issued.: TO (DEVON) May 23 2017 10:31 am Devon Lazzarino	Db: 99 1001 Cr: 10 4723 00	150.00
			20684	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT - ELECTRIC Receipt Date: 05/23/17 Paid by: DIRECT ENERGY Issued.: TO (DEVON) May 23 2017 10:31 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	502.38
			20685	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT - ELECTRIC Receipt Date: 05/23/17 Paid by: CALPINE ENERGY Issued.: TO (DEVON) May 23 2017 10:31 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	57.35
			20686	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT - GAS Receipt Date: 05/23/17 Paid by: GAS & POWER TECHNOLOGIES Issued.: TO (DEVON) May 23 2017 10:32 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	3.86
			20687	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT - GAS	Db: 99 1001	62.48

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-17	05/23/17	20688	C	Mis	CUP01	CONDITIONAL USE PERM PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Db:	99 1001	500.00
					Mis	COA01	COASTAL PERMIT PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Cr:	10 4125 05	500.00
					Mis	SITE	SITE PERMIT PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Db:	99 1001	500.00
					Mis	MS	VESTING TENTATIVE MAP PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Cr:	10 4120 05	500.00
					Mis	DES01	DESIGN REVIEW FEE PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Db:	99 1001	100.00
					Mis	MS	ENVIRONMENTAL IMPACT REPORT PERMITS/FEES - WEST END SOUTH OF TIOGA Receipt Date: 05/23/17	Cr:	10 4145 05	2000.00
							Paid by: DBO DEVELOPMENT Issued...: TO (DEVON) May 23 2017 10:32 am Devon Lazzarino	Db:	99 1001	177.50
			20689	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 7 ELEVEN Receipt Date: 05/23/17	Cr:	10 4055 00	
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - 7 ELEVEN Receipt Date: 05/23/17	Db:	99 1001	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - 7 ELEVEN Receipt Date: 05/23/17	Cr:	10 4033 00	.30
							Paid by: GOLDEN STATE CONSTRUCTION Issued...: TO (DEVON) May 23 2017 10:34 am Devon Lazzarino	Db:	99 1001	500.00
			20690	C	Mis	CUP01	CONDITIONAL USE PERM CUP APPLICATION Receipt Date: 05/23/17	Cr:	10 4125 05	
							Paid by: AARON VALDEZ Issued...: TO (DEVON) May 23 2017 10:34 am Devon Lazzarino	Db:	99 1001	217200.00
			20691	C	Mis	STAX	SALES TAX RECEIVED MARCH 2017 IN LIEU SALES TAX Receipt Date: 05/23/17	Cr:	10 4030 00	
							Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) May 23 2017 10:34 am Devon Lazzarino	Db:	99 1001	186600.00
			20692	C	Mis	TUT01	TRANSACTION/USE TAX MARCH 2017 T/U TAX Receipt Date: 05/23/17	Cr:	10 4032 00	
							Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) May 23 2017 10:35 am Devon Lazzarino	Db:	99 1001	.52
			20693	C	Mis	UUT	UTILITY USERS TAX APRIL 2017 UUT - GAS Receipt Date: 05/23/17	Cr:	10 4025 00	
							Paid by: SPARK ENERGY Issued...: TO (DEVON) May 23 2017 10:35 am Devon Lazzarino	Day 05/23/17 Total ---->		413322.51
								Db:	99 1001	1650.00
05/31/17			20694	C	Mis	MS	JULIE POTKIN MAYOR RETIREMENT ATTENDEES/SIGNS REIMBURSEMENT Receipt Date: 05/31/17	Cr:	10 4723 00	
					Mis	REIMB	REIMBURSEMENTS MAYOR RETIREMENT ATTENDEES/SIGNS REIMBURSEMENT Receipt Date: 05/31/17	Db:	99 1001	171.83
							Paid by: JULIE POTKIN Issued...: TO (DEVON) May 31 2017 08:51 am Devon Lazzarino	Db:	99 1001	40.00
			20695	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7238 Receipt Date: 05/31/17	Cr:	10 4221 08	
							Paid by: ALEX QUEZADA Issued...: TO (DEVON) May 31 2017 09:20 am Devon Lazzarino	Db:	99 1001	40.00
			20696	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7281 Receipt Date: 05/31/17	Cr:	10 4221 08	
							Paid by: GEORGE JONES Issued...: TO (DEVON) May 31 2017 09:20 am Devon Lazzarino	Db:	99 1001	40.00
			20697	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7282 Receipt Date: 05/31/17	Cr:	10 4221 08	
							Paid by: GEORGE JONES Issued...: TO (DEVON) May 31 2017 09:21 am Devon Lazzarino	Db:	99 1001	31.00
			20698	C	Mis	UNCL	UNCLAIMED PROPERTY UNCLAIMED PROPERTY - CASE #13-094 Receipt Date: 05/31/17	Cr:	10 4525 08	
							Paid by: SAND CITY POLICE EVIDENCE Issued...: TO (DEVON) May 31 2017 09:21 am Devon Lazzarino	Db:	99 1001	2.00
			20699	C	Mis	UNCL	UNCLAIMED PROPERTY UNCLAIMED PROPERTY - CASE #13-012 Receipt Date: 05/31/17	Cr:	10 4525 08	
							Paid by: SAND CITY POLICE EVIDENCE Issued...: TO (DEVON) May 31 2017 09:21 am Devon Lazzarino	Db:	99 1001	20.00
			20700	C	Mis	UNCL	UNCLAIMED PROPERTY UNCLAIMED PROPERTY - CASE #13-093 Receipt Date: 05/31/17	Cr:	10 4525 08	
							Paid by: SAND CITY POLICE EVIDENCE Issued...: TO (DEVON) May 31 2017 09:22 am Devon Lazzarino	Db:	99 1001	67.00
			20701	C	Mis	MS	GILS GOURMET ELECTRICAL PERMIT - 591 ORTIZ Receipt Date: 05/31/17	Cr:	10 4160 05	
							Paid by: GIS GOURMET Issued...: TO (DEVON) May 31 2017 09:22 am Devon Lazzarino			

Reg Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid	
000	05-17	05/31/17	20702	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7222 Receipt Date: 05/31/17 Paid by: SAM DENNIS Issued..: TO (DEVON) May 31 2017 09:22 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00	
			20703	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7248 Receipt Date: 05/31/17 Paid by: DEBRA VEGAS Issued..: TO (DEVON) May 31 2017 09:22 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00	
			20704	C Mis	POL01	POLICE REPORT 4560 POLICE REPORT #17-261 Receipt Date: 05/31/17 Paid by: METROPOLITAN REPORTING BUREAU Issued..: TO (DEVON) May 31 2017 09:23 am Devon Lazzarino	Db: 99 1001 Cr: 10 4560 08	10.00	
			20705	C Mis	MS	MARY ANN LEFFEL 4/22/17 MAYOR RETIREMENT PARTY ATTENDEE Receipt Date: 05/31/17 Paid by: MARY ANN LEFFEL Issued..: TO (DEVON) May 31 2017 09:23 am Devon Lazzarino	Db: 99 1001 Cr: 10 4723 00	150.00	
			20706	C Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 711 REMODEL Receipt Date: 05/31/17 Paid by: STEVE RAASCH ELECTRIC Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00	50.00	
				Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - 711 REMODEL Receipt Date: 05/31/17 Paid by: STEVE RAASCH ELECTRIC Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 4033 00	.70	
				Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - 711 REMODEL Receipt Date: 05/31/17 Paid by: STEVE RAASCH ELECTRIC Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30	
			20707	C Mis	MS	MARY ANN CARBONE 4/22/17 MAYOR RETIREMENT PARTY ATTENDEE Receipt Date: 05/31/17 Paid by: MARY ANN CARBONE Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 4723 00	75.00	
			20708	C Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES - 1715 CONTRA COSTA - ROOF Receipt Date: 05/31/17 Paid by: KELLY MORGAN Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 4115 05	83.25	
				Mis	STR01	STRONG MOTION 2010 PERMITS/FEES - 1715 CONTRA COSTA - ROOF Receipt Date: 05/31/17 Paid by: KELLY MORGAN Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 2010	.50	
				Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES - 1715 CONTRA COSTA - ROOF Receipt Date: 05/31/17 Paid by: KELLY MORGAN Issued..: TO (DEVON) May 31 2017 09:24 am Devon Lazzarino	Db: 99 1001 Cr: 10 2012	1.00	
			20709	C Mis	CDINT	CD INTEREST MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK Issued..: TO (DEVON) May 31 2017 02:10 pm Devon Lazzarino	Db: 10 1020 Cr: 10 4410 00	7.32	
			20710	C Mis	HOU01	CITY HOUSING INTEREST MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK Issued..: TO (DEVON) May 31 2017 02:12 pm Devon Lazzarino	Db: 10 1003 Cr: 10 4413 00	6.95	
			20726	C Mis	INT01	INTEREST IN CHECKING MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK Issued..: TO (DEVON) May 31 2017 01:41 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4410 00	5.39	
			20727	C Mis	OPEB	OPEB INTEREST MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK Issued..: TO (DEVON) May 31 2017 01:45 pm Devon Lazzarino	Db: 10 1004 Cr: 10 4411 00	5.93	
								Day 05/31/17 Total ---->	2538.17
								Period 05-17 Total ---->	483692.27
								Register 000 Total ---->	483692.27

Total of All Registers ----> 483692.27

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
030762	DANIEL A CHARLTON	APRIL 2017 HEALTH BENEFIT	05/01/17	1559.70
030763	SUN LIFE FINANCIAL	MAY 2017 LTD PREMIUMS	05/02/17	645.27
030764	A.T. & T.	MARCH 2017 POLICE CLETS PHONE LINE	05/02/17	65.69
030765	A.T. & T.	MARCH 2017 POLICE TLINE	05/02/17	214.01
030766	MARY ANN MCCONNELL	PRE EMPLOYMENT POLYGRAPH FOR 2 RESERVE CANDIDATES	05/02/17	550.00
030767	CANON SOLUTIONS AMERICA, INC.	MARCH 2017 COPY MACHINE USAGE	05/02/17	431.41
030768	CALIFORNIA LAW	MAY 2017 POLICE LTD PREMIUMS	05/02/17	245.00
030769	CLEARVUE, INC	3RD QUARTER 15-16 INVESTMENT REPORTS	05/02/17	875.00
030770	COMCAST	APRIL 2017 POLICE CABLE TV	05/02/17	52.89
030771	CORBIN WILLITS SYSTEMS	MAY 2017 TECH SUPPORT - MOM	05/02/17	219.35
030772	COMMUNITY PARTNERSHIP FOR	5/6/17 25TH ANNIVERSARY DINNER	05/02/17	125.00
030773	CSU MONTEREY BAY	FY 16-17 EMERGENCY OPERATIONS CENTER FEES	05/02/17	5000.00
030774	LAWRENCE ESCOBAR	EVIDENCE/RECORDS SEMINAR EXPENSE REIMBURSEMENT	05/02/17	143.43
030775	DEARBORN NATIONAL LIFE INSURAN	MAY 2017 LIFE INSURANCE PREMIUMS	05/02/17	387.00
030776	GUARDIAN	MAY 2017 DENTAL PREMIUMS	05/02/17	4240.65
030777	MONTEREY COUNTY HERALD	POLICE NEWSPAPER SUBSCRIPTION RENEWAL	05/02/17	9.39
030778	HUNTER'S SUPPLY	SIGHTS, LIGHTS, GRIPS, BATTERIES FOR RIFLES	05/02/17	6830.37
030779	JSL ELECTRONICS, INC.	PHOTO BOOTH DEPOSIT FOR 2017 CITY BBQ	05/02/17	287.50
030780	MCGRATH RENTCORP	MAY 2017 POLICE LOCKER ROOM RENTAL	05/02/17	185.21
030781	MICHAEL MOUNT	MAY 2017 ACCRUAL CASH OUT	05/02/17	5733.73
030782	OHIO NATIONAL LIFE	MAY 2017 LIFE INSURANCE PREMIUMS	05/02/17	69.55
030783	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	05/02/17	140.27
030784	PITNEY BOWES	REPLENISH POSTAGE MACHINE	05/02/17	500.00
030785	CHARLES POOLER	REIMBURSE BUNGALOWS WATER ALLOCATION FILING FEE	05/02/17	123.00
030786	PURSUIT NORTH	REPAIR PUSH BUMPER FOR POLICE UNIT 92	05/02/17	982.84
030787	CRAIG RIDDELL	2017 WEST END ADVERTISING/WEBSITE	05/02/17	1000.00
030788	DAVID W. JANSEN	COUNCIL PROJECTOR ISSUES/POSTAGE METER	05/02/17	210.00
030789	DAVID W. JANSEN	POLICE - WATCHGUARD SERVER/SYSTEMS MAINTENANCE	05/02/17	861.00
030790	SAND CITY POLICE OFFICERS	MAY 2017 POA DUES	05/02/17	385.00
030791	SEASIDE GROUNDWATER BASIN WATE	16-17 WELL DATA COLLECTION SERVICES	05/02/17	1332.00
030792	SHELL OIL COMPANY	FUEL FOR POLICE UNIT 92 TRANSPORT TO PITTSBURG	05/02/17	21.05
030793	STEPHEN L. VAGNINI	2017 WEST END COORDINATOR FINAL INSTALLMENT	05/02/17	5000.00
030794	STURDY OIL COMPANY	4/1/17 TO 4/15/17 FUEL COSTS	05/02/17	1000.25
030795	SALINAS VALLEY FORD	NEW PATROL UNIT FOR POLICE	05/02/17	31439.39
030796	UNIVERSAL STAFFING IN	TEMP EMPLOYEE FOR 4/17-4/24/17 COVER FOR DEVON	05/02/17	451.50
030797	MARY ANN WEEMS	FOR MAY 2017	05/02/17	293.21
030798	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 4/30/17	05/05/17	259.59
030799	RABOBANK VISA CARD	2017 CITY BBQ - GIFT BAGS	05/09/17	505.90
030800	RABOBANK VISA CARD	CALENDAR, SUPPLIES FOR MAYOR RETIREMENT	05/09/17	157.07
030801	RABOBANK VISA CARD	DIGITAL SCALE, MAYOR RETIREMENT, GAVEL	05/09/17	244.96
030802	RABOBANK VISA CARD	3/27/17 LUNCH MEETING	05/09/17	27.30
030803	AFLAC	APRIL 2017 AFLAC PREMIUMS	05/09/17	948.07
030804	A.T. & T.	MARCH 2017 TELEPHONE BILL	05/09/17	274.99
030805	AVAYA, INC	APRIL 2017 TELEPHONE LEASE	05/09/17	246.14
030806	BOYS AND GIRLS CLUB	FY 16-17 SUMMER ACADEMY PROGRAM DONATION	05/09/17	250.00
030807	CAL-AM WATER	APRIL 2017 WATER BILL - 1 SYLVAN	05/09/17	124.77
030808	CAL-AM WATER	APRIL 2017 WATER BILL - 320 ELDER	05/09/17	51.52
030809	CALIFORNIA HIGHWAY	APRIL 2017 HIGHWAY CLEAN UP	05/09/17	295.00
030810	MONTEREY COUNTY WEEKLY	APRIL 2017 CO-OP ADVERTISING	05/09/17	1076.00
030811	COMCAST	MAY 2017 POLICE INTERNET	05/09/17	151.10
030812	HSBC BUSINESS SOLUTIONS	APRIL 2017 SUPPLIES	05/09/17	1049.40
030813	DEL REY OAKS CAR WASH	2 CAR WASHES FOR POLICE	05/09/17	38.95
030814	DE LAGE LANDEN FINANCIAL SERVI	MAY 2017 STREET SWEEPER PAYMENT #19	05/09/17	1522.18
030815	HEISINGER BUCK AND MORRIS	APRIL 2017 ATTORNEY REIMBURSABLE COSTS	05/09/17	30.10
030816	THE HERALD	APRIL 2017 LEGAL ADVERTISING	05/09/17	415.36
030817	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 3/31/17	05/09/17	111.00
030818	PUBLIC EMPLOYEES RET. SYS	2017 REPLACEMENT CHARGES - CHIEF KLEIN	05/09/17	1377.18
030819	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	05/09/17	92.03
030820	RED SHIFT INTERNET SRVCS	MAY 2017 CITY DSL, WEB AND EMAIL	05/09/17	51.94
030821	RED SHIFT INTERNET SRVCS	MAY 2017 POLICE DSL, WEB AND EMAIL	05/09/17	41.95
030822	DAVID W. JANSEN	POLICE - TONER FOR CLETS PRINTER	05/09/17	152.54
030823	SHRED IT- SAN JOSE	SEPTEMBER 2016 SHREDDING SERVICES	05/09/17	65.34
030824	STURDY OIL COMPANY	4/15/17 TO 4/30/17 FUEL COSTS	05/09/17	760.93
030825	RABOBANK VISA CARD	NEW MAIL BOX FOR CITY HALL	05/09/17	494.40
030826	WATCH GUARD	IN CAR VIDEO SYSTEM W/EXTENDED WARRANTY	05/09/17	6697.38
030827	WATCH GUARD	WIFI BODY CAMERA FOR POLICE	05/09/17	1691.06
030828	PERS - MEDICAL	MAY 2017 PERS HEALTH PREMIUMS	05/10/17	21973.73
030829	PUBLIC EMPLOYEES RET. SYS	APRIL 2017 PERS RETIREMENT CONTRIBUTIONS	05/15/17	43170.82
030830	AT & T	APRIL 2017 POLICE TRACNET PHONE LINE	05/16/17	118.76
030831	SVETOZAR KARAPAUDZIN	POLICE FIREWALL REPLACEMENT LABOR COSTS	05/16/17	1160.00
030832	AMERIPRIDE SERVICES	APRIL 2017 LAUNDRY SERVICE	05/16/17	471.08
030833	AT & T	APRIL 2017 POLICE TRACNET PHONE LINE	05/16/17	118.76
030834	A.T. & T.	MARCH 2017 POLICE CLETS PHONE LINE	05/16/17	42.71
030835	BALBOA CAPITAL	JUNE 2017 WATER DISPENSER FOR OFFICE	05/16/17	65.20
030836	BOYS AND GIRLS CLUB	FY 16-17 ANNUAL DONATION	05/16/17	1000.00
030837	COMCAST	MAY 2017 POLICE PHONE/P/W PHONE & INTERNET	05/16/17	269.04
030838	CONSOLIDATED ELECTRICAL	3 LIGHT BULBS FOR MEN'S RESTROOM	05/16/17	22.64
030839	COMMUNITY PARTNERSHIP FOR	2017 CITY BBQ - FACE PAINTING	05/16/17	250.00
030840	CREEGAN & D'ANGELO	APRIL 2017 CITY ENGINEER SERVICES	05/16/17	16577.50
030841	CSMFO	6/8/17 CHAPTER MEETING - LINDA	05/16/17	40.00
030842	DEL REY OAKS GARDEN SUPPLY	WEEDEATER MAINTENANCE	05/16/17	40.00
030843	DYNA CLEAN SERVICES	MAY 7, 2017 OFFICE CLEANING	05/16/17	300.00
030844	HOPE SERVICES	APRIL 2017 CLEAN UP CREW	05/16/17	4559.80
030845	HDL COREN & CONE	4TH Q 16-17 PROPERTY TAX CONTRACT SERVICES	05/16/17	1260.00
030846	HOME DEPOT CREDIT SERVICE	APRIL 2017 SUPPLIES	05/16/17	31.95
030847	JSL ELECTRONICS, INC.	2017 CITY BBQ PHOTO BOOTH BALANCE	05/16/17	339.25
030848	VINCENT GARCIA	2017 CITY BBQ - SLIDE/BOUNCE HOUSE/TABLES/CHAIRS	05/16/17	1099.00
030849	MICHAEL MASTROIANNI	2017 CITY BBQ - PONY RIDES, PETTING ZOO	05/16/17	800.00
030850	MONTEREY BAY PEST CONTROL	5/10/17 PEST CONTROL SERVICE	05/16/17	120.00
030851	MONTEREY COUNTY	11/8/16 ELECTION CHARGES	05/16/17	150.00

-VOIDED

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
030844	VIBEKE NORGAARD	REIMBURSE LOCC ATTORNEY CONFERENCE EXPENSES	05/16/17	911.20
030845	OFFICE DEPOT , INC.	APRIL 2017 SUPPLIES	05/16/17	607.53
030846	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	05/16/17	67.80
030847	DAVID W. JANSEN	CITY HALL SYSTEMS MAINTENANCE	05/16/17	672.00
030847	DAVID W. JANSEN	HDL SERVER FOR FINANCE - BALANCE DUE	05/16/17	10218.68
030847	DAVID W. JANSEN	POLICE - INSTALL FIREWALL,ROUTER/SWITCH	05/16/17	671.76
030847	DAVID W. JANSEN	POLICE SYSTEMS MAINTENANCE	05/16/17	525.00
030848	STEPHEN L. VAGNINI	2017 CITY BBQ - BAND	05/16/17	500.00
030849	TROIA FOODS	2017 CITY BBQ - ICE CREAM	05/16/17	223.15
030850	VERIZON WIRELESS	APRIL 2017 CELL PHONE BILLS	05/16/17	1119.57
030851	COUNTY CLERK OF MONTEREY	NOTICE OF DETERMINATION FILING FEE	05/17/17	2266.25
030852	A.T. & T.	APRIL 2017 POLICE OUTSIDE PHONE LINE	05/22/17	143.09
030853	COMCAST	MAY 2017 CITY INTERNET/COUNCIL TV	05/22/17	88.21
030854	EMC PLANNING GROUP, INC.	APRIL 2017 PLANNING STAFF SUPPORT CONTRACT SERVICE	05/22/17	7921.77
030854	EMC PLANNING GROUP, INC.	APRIL 2017 VIBRANCY PLAN CONTRACT SERVICES	05/22/17	845.16
030855	FASHION STREAKS	110 TSHIRTS FOR 2017 CITY BBQ	05/22/17	1178.31
030856	FASULO INVESTIGATIONS	APRIL 2017 CODE ENFORCEMENT CONTRACT SERVICES	05/22/17	366.00
030857	HINDERLITER, DE LLAMAS & ASSOC	2ND Q 2017 SALES/TRANSACTION TAX - AUDIT SERVICES	05/22/17	2550.54
030858	LAW ENFORCEMENT	PRE EMPLOYMENT EXAM FOR POLICE RESERVE CANDIDATE	05/22/17	400.00
030859	MONTEREY TIRE SERVICE,INC	4 TIRES FOR POLICE UNIT 90	05/22/17	683.33
030860	MRWMD	APRIL 2017 REFUSE CHARGES	05/22/17	613.77
030861	OAK CULINARY LLC	2017 CITYBBQ CATERING	05/22/17	5200.00
030862	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	05/22/17	84.89
030863	PACIFIC GAS & ELECTRIC	APRIL 2017 UTILITY BILLS	05/22/17	2470.68
030864	CHARLES POOLER	REIMBURSE FRAME FOR TODD KRUPER RESOLUTION	05/22/17	58.70
030865	DAVID W. JANSEN	HP4250 PRINTER FOR DEVON SYSTEM	05/22/17	562.28
030866	SPCA	APRIL 2017 ANIMAL SERVICES	05/22/17	140.00
030867	A.T. & T.	APRIL 2017 POLICE T-LINE	05/30/17	214.01
030868	CALPERS 457 PLAN	MAY 2017 PERS 457 CONTRIBUTIONS	05/30/17	12450.00
030869	COMCAST	MAY 2017 POICE CABLE TV	05/30/17	52.89
030870	COALITION OF SCHOLARSHIP	19TH ANNUAL BREAKFAST - MAYOR CARBONE	05/30/17	40.00
030871	DEL REY OAKS GARDEN SUPPLY	4 PLANTS FOR CITY HALL LANDSCAPE	05/30/17	64.33
030872	BRIAN FERRANTE	EXPENSE REIMBURSEMENT FOR CHIEF CONFERENCE	05/30/17	747.70
030873	FIRST ALARM SECURITY	ADD SECURITY CODE FOR MAYOR CARBONE	05/30/17	35.00
030874	GLASS TECH	2017 WEST END WINE GLASSES	05/30/17	985.12
030875	MONTEREY COUNTY HERALD	POLICE NEWSPAPER SUBSCRIPTION RENEWAL	05/30/17	9.39
030876	MONTEREY COUNTY BUSINESS	6/9/17 MCBC LUNCHEON	05/30/17	75.00
030877	CITY OF MONTEREY	MARCH 2017 INSPECTION/PLAN CHECK SERVICES	05/30/17	2188.17
030878	MOORE TWINING ASSOC.	HICKORY STREET ASPHALT ASSESSMENT SERVICES	05/30/17	1950.00
030879	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	05/30/17	84.40
030880	PRI MANAGEMENT GROUP	RECORDS TRAINING SEMINAR REGISTRATION - LIM	05/30/17	385.00
030881	DAVID W. JANSEN	MAINTENANCE FOR FINANCE SYSTEMS - SERVERS	05/30/17	294.00
030882	SHRED IT- SAN JOSE	4/28/17 SHREDDING SERVICES	05/30/17	85.07
030882	SIGN WORKS CUSTOM SIGNS	2 PENDERGRASS WAY SIGNS	05/30/17	171.83
030882	STAR SANITATION, LLC	2017 CITY BBQ RESTROOMS/HAND WASHING STATION	05/30/17	174.00
030882	STURDY OIL COMPANY	5/1/17 TO 5/15/17 FUEL COSTS	05/30/17	834.76

Grn-Total: 246724.39
 Ttl-Count: 136

check # 30872 was voided
 - 118.76
246,605.63

**Sand City Successor
Agency for the former
Redevelopment Agency**

REPORT.: 06/27/17
 RUN....: 06/27/17
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: May 31, 2017 Fiscal (11-17)

Assets			Acct ID

Debt Service Tax Increment Account	1,013,073.38	40	1005
Debt Service 2008 TAX EXEMPT CD #6998114883	525,890.64	40	1025
Debt Service 2008 TAX EXEMPT CD # 535671579	531,218.98	40	1026
Debt Service 2008A RESERVE ACCOUNT	5,303.11	40	1060
Debt Service Bank of Baroda- CD	200,000.00	40	1065
Debt Service Comenity Capital Bank- CD	245,000.00	40	1066
Debt Service Goldman Sachs-USA New York- CD	245,000.00	40	1067
Debt Service 2008B RESERVE ACCOUNT	4,469.55	40	1070
Debt Service GE-Capital Retail Bank-CD	120,000.00	40	1075
Debt Service Land	2,525,709.76	40	1291
Debt Service FURNITURE AND FIXTURES	40,218.25	40	1293
Debt Service SIGNS AND LANDSCAPING	182,630.99	40	1297
Debt Service ACCUMULATED DEPRECIATION	-217,270.88	40	1300

Total of Assets ---->	5,421,243.78		5,421,243.78
			=====

Liabilities			Acct ID

Debt Service REFUNDABLE FEES	1,455,000.00	40	2045
Debt Service Deferred Revenue	562,232.78	40	2050
Debt Service GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Debt Service LOAN PAYABLE-HOUSING	518,349.00	40	2452
Debt Service LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Debt Service ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Debt Service SERIES A BONDS	5,265,000.00	40	2480
Debt Service SERIES B BONDS	1,260,000.00	40	2485

Total of Liabilities ---->	18,791,406.11		

FUND Balances			Acct ID

Debt Service Unappropriated Fund Balance	-14,054,047.29	40	3400
CURRENT EARNINGS	683,884.96		

Total of FUND Balances ---->	-13,370,162.33		5,421,243.78
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-17	05/31/17	00274	C	Mis	PRP01	PROPERTY TAX INCREMENT MAY 2017 INTEREST Receipt Date: 05/31/17 RABOBANK	Db: 40 1005 Cr: 40 4450 00	85.30
			00275	C	Mis	BND05	Issued..: TO (DEVON) May 31 2017 01:51 pm Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.13
			00276	C	Mis	BND04	Issued..: TO (DEVON) May 31 2017 01:55 pm Devon Lazzarino 3 MONTH TAX EXEMPT BOND INTEREST MAY 2017 INTEREST Receipt Date: 05/31/17 Paid by: RABOBANK	Db: 40 1025 Cr: 40 4435 00	21.91
			00277	E	Mis	MS	Issued..: TO (DEVON) May 31 2017 01:57 pm Devon Lazzarino COUNTY OF MONTEREY ROPS 17-18A - JULY THRU DECEMBER 2017 Receipt Date: 05/31/17 Paid by: COUNTY OF MONTEREY	Db: 40 1005 Cr: 40 2050	562232.78
							Issued..: TO (DEVON) May 31 2017 03:07 pm Devon Lazzarino		
							Day 05/31/17 Total ---->		562362.12
							Period 05-17 Total ---->		562362.12
							Register 000 Total ---->		562362.12
							Total of All Registers ---->		562362.12

REPORT.: Jun 27 17 Tuesday
RUN....: Jun 27 17 Time: 15:13
Run By.: Linda Scholink

SUCCESSOR AGENCY
Month End Payable Activity Report
Report for 05-17

PAGE: 001
ID #: PY-AC
CTL.: SUC

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
05-17	BES01 (BEST BEST & KRIEGER)	792667H	04/05/17	05/05/17	A	1539.20	MARCH 2017 SUCCESSOR AGENCY CONSULTATION
		794861H	05/04/17	06/03/17	A	124.80	APRIL 2017 SUCCESSOR GENERAL CONSULTATION FE
		Vendor's Total ----->				1664.00	
05-17	CAL01 (CAL AM WATER)	B70503H	04/26/17	05/26/17	A	86.18	APRIL 2017 WATER BILLS - DIAS & ORTIZ
05-17	CIT01 (CITY OF SAND CITY)	B70503H	05/01/17	05/31/17	A	21745.51	3RD QUARTER 16-17 ADMIN EXPENSE REIMBURSEMEN
05-17	HOM01 (HOME DEPOT CREDIT SERVICE)	4970308H	05/09/17	06/08/17	A	61.00	NOZZLE/HOSE/HOSE REPAIR FOR COMMUNITY GARDEN
		4970308u	05/22/17	/ /		61.00	-Ck# 002128 Reversed
		497038AH	05/09/17	06/08/17	A	61.00	NOZZLE/HOSE/HOSE REPAIR FOR COMMUNITY GARDEN
		Vendor's Total ----->				61.00	
		Total of Purchases ->				23556.69	

AGENDA ITEM

5F

CITY OF SAND CITY

STAFF REPORT

JUNE 22, 2017
(For City Council Review on July 18, 2017)

TO: Mayor and City Council
FROM: Charles Pooler, City Planner
SUBJECT: 90-Day Time Extensions for Use Permits within the South of Tioga Planning District Area

BACKGROUND

The South of Tioga development project was anticipated to have moved forward by the mid 2000s; and interim uses with temporary use permits were to be for a short period of time. Development of this area continues to be indefinite. Uses with temporary approvals have come and gone, but there remain operations with active use permits still subject to ongoing 90-day time extensions. These businesses are Glass Mosaic Tile & Marble, Gachina Landscaping, U-Haul Rentals, John Ley Tree Service, DBO Development's fenced yards along Fir Avenue and East Avenue, Jump-N-Around, and Red Door Art, Garden Gallery, Advantage Towing, Structural Services, Max Kammerer, Karl Schaeffer, and CL Frost. The use permits for these operations are nearing their next scheduled termination on July 31, 2017. Continuation of these uses depend upon the City Council granting another 90-day time extension of their permits, in accordance with the terms of those permits.

DISCUSSION

The following are brief summaries and discussion of those permits and businesses within the South of Tioga Planning Area that remain subject to 90-day time extensions:

CUP 450 - Glass Mosaic Tile & Marble - 1855 East Avenue

The City Council issued a conditional use permit (CUP 450) on March 16, 2004 to Fred Cimoli of Glass Mosaic Tile & Marble, to use an approximate 5,300 square foot portion of an existing 10,000 sq.ft. commercial building located at 1855 East Avenue in Sand City (APN 011-135-014). This is a cabinet and counter manufacturer who specializes in cutting marble/granite slabs for counter-tops, and performing woodworking to build cabinets. Stone cutting is also performed for other construction purposes. All items manufactured are for off-site contract job locations. Equipment used on-site includes a marble saw, a polisher, cutting tables, small hand equipment, a forklift, and other miscellaneous fabrication equipment (blades, sandpaper, polishes, etc.).

CUP 503 - U-Haul Rentals - 840 Tioga Avenue

Conditional Use Permit (CUP) 503 was approved on February 19, 2010 for Jennifer Lenz to use the former Waste Management transfer facility at 840 Tioga Avenue in Sand City for the storage and rental of U-Haul moving trucks, trailers and hitches. Ms. Lenz vacated the property in March due to an eviction served by the property owner (DBO Development). The Permit was transferred to Jeff Cecilio in late 2012, with no association to Ms. Lenz. Under Mr. Cecilio's ownership, the site had been cleaned up and trucks parked in an orderly fashion on the site. The Permit was transferred again to Stacy Spung; who worked with Mr. Cecilio, but took over the operation. Occurrences of street parking of U-Haul vehicles continues sporadically. Customer drop-offs of vehicles, when the office is closed, tends to perpetuate this situation. Staff continues to notify the operation to stay on top of the parking.

CUP 508 - John Ley Tree Service - Fir Avenue (No address)

Conditional Use Permit (CUP) 508 was issued by the City Council in August of 2010 to John Ley authorizing the storage of vehicles, equipment, and green waste related to his tree service. This was the former location of Harbor Concrete Services. Items stored include trucks, chippers, stump grinders, and a wood splitter. Miscellaneous equipment is stored within an 8'x8' steel portable shed. A 4'x3' shed is used to store fuel and oil for equipment. Employees meet at the site around 7:30 a.m., Monday through Friday, and occasionally on Saturdays, to pick up vehicles and/or equipment before heading to job sites. No complaints have been submitted on this use.

CUP 527 - Gachina Landscaping - East Avenue (No address)

Conditional Use Permit (CUP) 527 was issued by the City Council in August of 2011 to Gachina Landscaping to utilize an existing fenced property fronting Scott Street and Fir Avenue. The permit authorizes the parking of vehicles and equipment within the yard. Upon initiation of use, there was an issue of employees parking throughout the neighborhood and the nearby dunes; however, this was rectified upon notice by the City. There have been no further complaints filed with the City regarding this use.

CUP 532 - Storage Yard - Fir Avenue (No address)

Conditional Use Permit (CUP) 532 was issued by the City Council in November of 2011 (along with Site Plan Permit 11-03) to PM Landscaping for the establishment and use of a fenced yard at the north end of Fir Avenue for the storage of company vehicles and equipment. In addition to creating the 10,000 square foot fenced yard, the permit authorizes the parking of vehicles and equipment within a 5,000 square foot segment of that yard. In November of 2014, PM Landscaping, along with Kelcon Construction vacated the site. Staff recommends allowing this permit to continue, and be granted a 90-day time extension so that the yard itself can remain. A future use of the 5,000 square foot segment of that yard could then operate under CUP 532 provided that the scope and scale of that operation is the same or less than PM Landscaping.

CUP 540 - DBO Development - Fir Avenue (No address)

Conditional Use Permit (CUP) 540 was issued by the City Council in April of 2012 to DBO Development to establish a perimeter fence with several gate entrances on this property fronting Fir Avenue, California Avenue, and Beach Avenue with the former

Fish Company cannery abutting to the northwest. Establishment of this fencing has relocated substantial parking activity to within the railroad right-of-way along California Avenue. There are currently no permitted occupants of this fenced area at this time.

CUP 541 - DBO Development - East Avenue (No address)

Conditional Use Permit (CUP) 541 was issued by the City Council in April of 2012 to DBO Development for establishing a perimeter fence with gate access on its property fronting East Avenue, between Scott Street and California Avenue. Uses of this site are required to obtain their own use permit approval. CL Frost is currently using most of this fenced property under the purview of Conditional Use Permit 599.

CUP 548 - Monterey Sculpture Center (art foundry) at 1795 California Avenue

Conditional Use Permit (CUP 548) was issued by the City Council on May 15, 2012, authorizing a sculpture manufacturing and casting facility. This foundry includes molding, waxing, casting and finishing, patina work, repair and restoration, and installation. On-site activities includes packing and shipping. Many of the molds created are stored on-site. The facility operates 5 to 6 days per week with 13 full-time and 2 part-time employees. This permit had a 5-year time limit that expired on May 31, 2017, but was granted an extension to July 31, 2017. A time extension is required for the Center to continue at this location. This use has not posed any known negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 576 / CDP 14-01 - Jump-N-Around (recreation) - 880 Tioga Avenue.

Conditional Use Permit (CUP) 576 and Coastal Development Permit 14-01 were issued by the City Council in January of 2014 to allow a family oriented recreational center targeting young children within an existing 9,600 square foot commercial building at 880 Tioga Avenue (portion of APN 011-122-041). As a condition of approval, the use was evaluated after a 90-day initial trial period to observe whether potential concerns of delinquency would occur; of which there were no problems. This operation continues to operate within the conditions of their permit, and no complaints have been submitted to City Hall regarding this operation.

CUP 578 - Red Door Arts & Garden Gallery (art-garden gallery) 860 Tioga Ave.

Conditional Use Permit (CUP 578) was issued by the City Council in January of 2014 to allow an art and garden gallery for the display and sale of paintings, jewelry, sculptures, and wood works of local artists. The gallery space is used for studio production of paintings, photography, digital printing, and wood work. The outside yard area is to sell outdoor garden art, furniture, sculptures, and plants (primarily succulents). The applicant vastly improved the aesthetics of the property during his tenancy. No parking issues have been observed. This operation has not posed any negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 588 - Advantage Towing (vehicle storage) at 865 Fir Avenue.

Conditional Use Permit (CUP 588) was issued by the City Council on April 7, 2015 for the storage of towed vehicles within a 2,680 square foot commercial unit at 865 Fir Avenue (adjacent to Fashion Streaks). Advanced Towing tows on behalf of the Seaside and Monterey Police Departments, and are required to have a storage facility

within a 5-mile radius; therefore taking vehicles to the Castroville facility is not an option. Office hours are from 8:00 a.m. to 5:00 p.m. daily; with vehicle drop-offs on a 24-hour 7-day per week on-call rotational schedule. Operation has not posed any negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 590 - Structural Services (contractor) at 856 Tioga Avenue.

Conditional Use Permit (CUP 590) was issued by the City Council on May 5, 2015 for the storage of equipment, materials, and vehicles on property at 856 Tioga Avenue. Structural Services, Inc. specializes in structural repairs to buildings. There are no sales or office activity at this location. The applicant has one 1-ton flat-bed truck and one Bobcat skid steer that are stored inside the building and two flatbed trailers stored behind the side yard fence and gate. Most materials are shipped directly to contracted job sites; however, there will be storage of materials such as doors, windows, and hardware until needed at a project site. This operation has not posed any negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 594 - Max Kammerer (metal workshop) at 836 Afton Avenue

Conditional Use Permit (CUP 594) was issued by the City Council on July 21, 2015 authorizing the establishment of an ornamental metal workshop within existing 2,000 square foot commercial building at 836 Afton Avenue. Manufactured products include gates, hand railings, balcony rails, and other functional and decorative metal items. Activities on-site include welding, grinding, sanding, cutting, hole punching, drilling, hammering, and rolling steel. Equipment used on-site includes welders, a drill press, hammer machine, metal roller, band saw, steel table, oxyacetylene torch, and a variety of hand tools. This site is one of the few remaining parcels in the South of Tioga area that has not been acquired by the Orosco Group (developer for the South of Tioga area). This operation, to date, has not posed any negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 595 & CDP 15-02 - Karl Schaeffer (art studio) at 1830 California Avenue

Conditional Use Permit (CUP) 595 and Coastal Development Permit 15-02 were issued by the City Council on August 18, 2015 authorizing the Mr. Schaeffer's operation of an artist studio for sculpting stone and clay, metal work, painting, and producing other forms of graphic art at 1830 California Avenue. Materials used on-site include random block pieces of stone, clay, wax, paints, charcoals for drawing, and patina compounds. Tools used and stored on-site include carbide chisels, carbide saws, diamond wet wheel, hydraulic 'porta-power' tools for splitting stone, and hand finishers. A time extension is required for Mr. Schaeffer to continue at this location. This use has not posed any known negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 598 - Gachina Landscaping (office/storage) at 873 Fir Avenue

Conditional Use Permit (CUP 598) was issued by the City Council on May 3, 2016 authorizing office and storage activities by Gachina Landscaping at 873 Fir Avenue. The local manager for Gachina Landscaping utilizes this site to do primarily office/administration work. There will be 4 to 5 employees at this site on a regular basis. Field workers will come to the site for small amounts of materials and/or tools.

Approximately four times a year the site will also be used for training, involving 12 to 15 employees. Items stored on-site includes office supplies, pruners, protective glasses/gloves, miscellaneous tools, mowers, (no gasoline, as that is stored on the vehicles), soil, and fertilizer. Gachina Landscaping also utilizes a fenced yard fronting East Avenue per Conditional Use Permit 527 (see discussion of CUP 527 above). CUP 598 is scheduled to expire on July 31, 2017, and a time extension is required for Gachina Landscaping to continue at this location. This use has not posed any known negative impacts, nor have any complaints been filed with the City regarding this use.

CUP 599 - CL Frost (open storage) No address

Conditional Use Permit (CUP 599) was issued by the City Council on April 19, 2016 authorizing use of a fenced yard fronting East Avenue for open storage of marble and granite slabs, cement mixers, trailers, crated tiles, and vehicles. Slabs will be stored on racks inside the yard. C.L. Frost maintains their manufacturing operation at their 1831 address in addition to their use of the fenced yard. The fenced yard was established in 2012 under the authorization of Conditional Use Permit 541, which remains active. CUP 599 is scheduled to expire on July 31, 2017 and a time extension is now required for CL Frost to continue at this location. This use has not posed any known negative impacts, nor have any complaints been filed with the City regarding this use.

The Application for the South of Tioga Development Project has been submitted to the City. EMC Planning Group, under contract with the City, is currently working on the administrative draft of the environmental impact report. No dates have been set for consideration of this Project at this time.

STAFF RECOMMENDATION

Planning staff recommends **APPROVAL** of the attached resolution, granting a ninety (90) day time extension of Conditional Use Permits 450, 503, 508, 527, 532, 540, 541, 548, 576, 578, 588, 590, 594, 595, 598, 599, and Coastal Development Permits 14-01 and 15-02 to October 31, 2017.

Exhibits:

A. Location Map of Subject Permits

Attachment:

Draft Resolution to approve time extensions to October 31, 2017.

Yard & Bldg. where
PM Landscaping &
Kelcon Construction
moved to.

CUP 590
Structural
Services

TIOGA AVE

CUP 578
Red Door Gallery

CUP 503
U-Haul

CUP 576/CDP
Jump-N-Around

MERLE ST.

RFTON

CUP 594
Max Kammerer

CUP 592
Schaeffer

10,000 sf yard
created by
CUP 532

CUP 508
John Bey

CUP 588
Advanced
Towing

CUP 598
Gachina
Office

FIR AVE

CUP 541
DBO Yard

CUP 532
Storage Yard
(vacant)

BERCH WAY

CUP 450
Glass Mosaic

ORLAND

CUP 548
Monterey Sculpture
Center

South of Tioga
Development
Envelope

CUP 527
Gachina
Landscaping

EAST AVE.

CUP 599
CL Frost

CUP 540
DBO Yard

CALIFORNIA AVE.

Permits that need
90-day extensions

Permits still operating
within time limit

SCOTT ST.

Temporary Permit Locations

EXHIBIT A
051

CITY OF SAND CITY

RESOLUTION SC _____, 2017

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING TIME EXTENSIONS TO OCTOBER 31, 2017 OF MULTIPLE CONDITIONAL USE PERMITS (CUPs 450, 503, 508, 527, 532, 540, 541, 548, 576, 578, 588, 590, 594, 595, 598 & 599) AND COASTAL DEVELOPMENT PERMITS 14-01 AND 15-02 TO CONTINUE AS INTERIM USES AT THEIR RESPECTIVE LOCATIONS WITHIN THE SOUTH OF TIOGA AREA

WHEREAS, various conditional use permits and coastal development permits have been issued by the City Council over the years as temporary interim uses within the South of Tioga Project area until such time as revitalizing development of the area is ready to proceed; and

WHEREAS, Conditional Use Permit 450 is for Glass Mosaic & Tile on East Avenue, Conditional Use Permit 503 for U-Haul Rentals on Tioga Avenue, Conditional Use Permit 508 is for John Ley's Tree Service on Fir Avenue, Conditional Use Permit 527 is for Gachina Landscaping on East Avenue, Conditional Use Permit 532 is for the establishment of a 10,000 square foot storage yard at the northwest end of Fir Avenue, Conditional Use Permit 540 is for DBO Development's fenced yard on the southeast end of Fir Avenue, Conditional Use Permit 541 is for DBO Development's fenced yard on East Avenue, Conditional Use Permit 548 is for the Monterey Sculpture Center's foundry on California Avenue, Conditional Use Permit 576/Coastal Development Permit 14-01 are for Jump-N-Around at the corner of Tioga and California Avenues, Conditional Use Permit 578 is for Red Door Art and Garden Gallery on Tioga Avenue, Conditional Use Permit 588 is for Advantage Towing at 856 Fir Avenue, Conditional Use Permit 590 for Structural Services at 856 Tioga Avenue, Conditional Use Permit 594 for Max Kammerer metal-shop at 836 Afton Avenue, and Conditional Use Permit 595/Coastal Development Permit 15-02 for Karl Schaeffer art studio at 1830 California Avenue, 598 for Gachina Landscaping at 873 Fir Avenue, and 599 for CL Frost open storage fronting East Avenue; and

WHEREAS, the aforementioned land use permits are subject to 90-day time extensions at the discretion of the City Council, with CUP 450, CUP 503, CUP 508, CUP 527, CUP 532, CUP 540, CUP 541, CUP 548, CUP 576, CUP 578, CUP 588, CUP 590, CUP 594, CUP 595, CUP 598, CUP 599, CDP 14-01, and CDP 15-02 scheduled to terminate on July 31, 2017; and

WHEREAS, those businesses noted above desire to continue their operations at their current locations within Sand City, and in accordance with the terms of their respective use permits, time extensions of those permits are now necessary for their continued operation; and

WHEREAS, granting temporary continuation of these uses is not foreseen to impede efforts of revitalizing and developing the South of Tioga Planning District, and continuation

of these activities as interim uses qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of Sand City has accepted the findings for approving time extensions to October 31, 2017 for CUP 450, CUP 503, CUP 508, CUP 527, CUP 532, CUP 540, CUP 541, CUP 548, CUP 576, CUP 578, CUP 588 , CUP 590, CUP 594, CUP 595, CUP 598, CUP 599, CDP 14-01, and CDP 15-02 as outlined in the City staff report, dated June 22, 2017.

NOW ,THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City does hereby grant time extensions for CUP 450, CUP 503, CUP 508, CUP 527, CUP 532, CUP 540, CUP 541, CUP 548, CUP 576, CUP 578, CUP 588 , CUP 590, CUP 594, CUP 595, CUP 598, CUP 599, CDP 14-01, and CDP 15-02 to October 31, 2017, subject to the terms and conditions within each of those aforementioned Permits.

PASSED AND ADOPTED, time extensions to October 31, 2017 for CUP 450, CUP 503, CUP 508, CUP 527, CUP 532, CUP 540, CUP 541, CUP 548, CUP 576, CUP 578, CUP 588 , CUP 590, CUP 594, CUP 595, CUP 598, CUP 599, CDP 14-01, and CDP 15-02 by the City Council of Sand City this ____ day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

5G

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: July 5, 2017
Subject: Amended Agreement #2 – EMC Planning Group, South of Tioga Project Application

Background

EMC Planning Group signed a specific agreement with Sand City to assist City Staff with the South of Tioga Project. This agreement started with an initial pre-application submittal set of tasks and the City authorized up to \$20,000. Contract Amendment #1 was for an additional \$20,000 to continue those tasks, along with adding other tasks (i.e., preliminary traffic planning analysis, etc.). With the formal application now being submitted by the applicant, the City then asked EMC Planning Group to submit a scope and cost for assisting City Staff to process the project's formal applications. This includes:

- 1) Staff Assistance-\$47,090.00;
- 2) Biological Permitting-\$64,757.50*; and
- 3) EIR-\$112,840.00.

**This does not include costs for a full HCP; only costs for a "Low Impact" HCP.*

Note: The applicant is providing the following technical reports to the City: Traffic, Acoustics, Phase 1 Environmental Site Assessment, and Cultural/Historical.

This will result in a need to amend EMC Planning Groups original agreement with an Agreement Amendment #2 to include the scope and cost for the tasks cited above and to request funds from the applicant to cover these City costs, per the City's current reimbursement agreement with the applicant.

Staff Recommendation

It is recommended that the City Council approve a Resolution authorizing Agreement Amendment #2 in an amount not to exceed \$225,000 for FY 2017-2018. City Staff is requesting an amendment to the FY 2017-18 budget in both revenue and expenditures from \$100,000 to \$250,000 for the South of Tioga project.

Attachments

1. Resolution
2. EMC Amended Agreement and Scope of Services/Costs
3. Resolution SC 16-74, 2016 and Reimbursement Agreement
4. Correspondence – Reimbursement Addendum for Additional Funding

CITY OF SAND CITY

RESOLUTION SC _____, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY FOR PROFESSIONAL PLANNING SERVICES AGREEMENT AMENDMENT #2 WITH EMC PLANNING GROUP TO INCLUDE ADDITIONAL \$225,000 TO THE ORIGINAL AND AMENDED AGREEMENTS FOR FISCAL YEAR 2017-2018 RELATED TO THE SOUTH OF TIOGA DEVELOPMENT'S FOR STAFF ASSISTANCE, BIOLOGICAL PERMITS, AND ENVIRONMENTAL REVIEW

WHEREAS, in June of 2016, The Orosco Group entered into a reimbursement agreement with the City, and deposited funds to cover City costs associated with pre-application processing in regard to development within the South of Tioga district of the City; and

WHEREAS, afterwards, EMC Planning Group advised the City of their need for an agreement between the City of Sand City and EMC Planning Group for their work on the South of Tioga; and

WHEREAS, on September 2016, the Sand City Council approved by Resolution (**SC 16-74, 2016**) an original agreement with EMC Planning Group to provide preliminary staff assistance and biological services in the amount not to exceed \$20,000; and

WHEREAS, in December 2016, Staff submitted a request from the Orosco Group as an addendum to the Reimbursement Agreement for additional funding needed to cover the costs for EMC Planning Group to provide staff assistance and biological and transportation services for an additional amount of \$20,000 (total \$40,000); and

WHEREAS, in June of 2017, the Orosco Group submitted an application to the City of Sand City for the South of Tioga Development, which requires consulting services to conduct work into three sets of tasks: staff assistance, biological assessment, and environmental review; and

WHEREAS, to facilitate application processing, EMC Planning Group will continue to provide staff support services for the proposed project, to be covered by a reimbursement agreement with the applicant; and

WHEREAS, agreement amendment #2 is estimated to cost \$225,000; and

WHEREAS, the City needs to amend the Fiscal Year 2017-18 budget in both revenue and expenditures from \$100,000 to \$250,000 for the South of Tioga project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby approve a second amended agreement with EMC Planning Group to add an amount not to

exceed \$225,000 to the agreement amount of \$40,000 for FY 2017-2018 attached hereto and incorporated herein as Attachment 2.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of July, 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

ATTACHMENT 2

Client Initials	Consultant Initials
	MGR

AGREEMENT AMENDMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PP-105

Amended Agreement entered into at Monterey, CA on this date of February 14, 2017, by and between:

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Contact Name:	<u>Michael Groves</u>	Contact Name:	<u>Todd Bodem</u>
Title:	<u>Senior Principal</u>	Title:	<u>City Administrator</u>
Address:	<u>301 Lighthouse Avenue</u>	Address:	<u>1 Sylvan Park</u>
	<u>Suite C</u>		<u>Sand City, CA 93955</u>
	<u>Monterey, CA 93940</u>		
Phone:	<u>831-649-1799</u>	Phone:	<u>831 394-3054</u>
FAX:	<u>831-649-8399</u>	FAX:	<u>831 394-2472</u>
Email:	<u>groves@emcplanning.com</u>	Email:	<u>TBodem@SandCityCA.org</u>

Client and Consultant agree as follows:


- A. **Project.** Client retains Consultant to perform services for: continued pre-application staff support for processing Orosco Group proposal for South of Tioga site, here-in-after called "Project." This contract provides for initial tasks to assist with project description refinement and continued biological investigative work, and includes \$6,000 for Keith Higgins Transportation Engineer to provide preliminary site access evaluation and \$600 for sub-consultant overhead. Work to continue uninterrupted from end of original contract. These tasks are hereinafter called "Amended Scope of Consultant Services." This contract amendment does not include tasks to actually process the project applications and perform environmental documentation or consultation with the U.S. Fish and Wildlife Service. The contract will need to be further amended to include those services.
- B. **Consulting Services.** Consultant agrees to perform the following Amended Scope of Services as outlined within Exhibit "A" Amended Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. **Agreement Amendment.** Client agrees to amend Consultant's Agreement for Services as follows:

	Compensation	Completion Date	Scope of Services
1. Original Agreement	<u>\$20,000</u>	<u>November 2016</u>	<u>Staff and bio services</u>
2. Agreement Amendment #1	<u>\$20,000</u>	<u></u>	<u>Staff, bio, trans. services</u>
3. Agreement Amendment #2	<u>\$224,687.50</u>	<u></u>	<u>Staff, bio, environmental review</u>

All provisions of the original Agreement between Client and Consultant apply, unless otherwise specified in writing and attached hereto.

Client Initials	Consultant Initials
	TB

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Signature:		Signature:	_____
Printed Name:	<u>Michael J. Groves</u>	Printed Name:	<u>Todd Bodem</u>
Title:	<u>Senior Principal</u>	Title:	<u>City Administrator</u>
Date Signed:	<u>6/28/17</u>	Date Signed:	_____
Project number:	<u>PP-105</u>		

Client should return this Agreement completed and signed to the Consultant.

Exhibit A

Scope of Consultant Services

Exhibit A - Scope of Consultant Services

South of Tioga Development Staff Assistance, Biological Permits, and Environmental Review

Project Understanding

GENERAL PLAN

The City's General Plan envisions re-development of the area known as South of Tioga, and applies two General Plan land use designations to allow for flexibility of land uses. The Orosco Group has assembled most of the parcels within the South of Tioga district and has presented conceptual site plans that include retail commercial, hotels, and residential development.

PROJECT BACKGROUND

The Orosco Group signed a reimbursement agreement with the City, and on the basis of that agreement, the City requested that EMC Planning Group conduct initial work reviewing preliminary plans and conducting due diligence research regarding air quality and biological resources, including attendance at a site tour. This work began on June 9, 2016 and is reflected in the original contract for \$20,000 and one amendment for \$20,000 (total \$40,000). Based on initial biological resources findings and changed market opportunities, the applicant has revised the conceptual development plans.

PROPOSED WORK

The proposed work is separated into three sets of tasks: staff assistance, biological permitting, and environmental review. Each of these is presented in a separate scope of work and budget. A summary of the budget and timeline is presented at the end.

Staff Assistance

To facilitate application processing, EMC Planning Group will provide staff support services for the proposed project, anticipated to be covered by a reimbursement agreement with the applicant. EMC Planning Group will coordinate closely with City staff to process the application.

Biological Permitting

The site visit conducted in Phase 1 resulted in the identification of sensitive habitat for the Smith's blue butterfly, a federally protected species. The presence of this habitat and potentially this species will require consultation with the United States Fish and Wildlife Service (USFWS) and is expected to require the preparation of a habitat conservation plan (HCP): either a Low Effect HCP or a Formal HCP. A scope of work that includes these two possible routes is provided.

Environmental Review

Environmental review of the proposed project will be required under the California Environmental Quality Act (CEQA), and review under the National Environmental Policy Act (NEPA) is possible due to the potential for a Formal HCP (a Low Effect HCP would not trigger NEPA review). A scope of work that includes preparation of an initial study and mitigated negative declaration, and optional preparation of an environmental assessment is provided. The initial study may indicate that an environmental impact report is necessary to fulfill the requirements of CEQA. Technical reports and preparation of an environmental impact report are not included in the budget.

Scope of Work, Schedule, and Budget

1. STAFF ASSISTANCE SCOPE OF WORK

Understanding

The City's planning staff is equipped to handle typical application workflows, and the proposed project would represent a significant increase in the planning workload. EMC Planning Group would assist the City staff to compensate for this expected increase in work demand. EMC Planning Group will perform most work within its own office, but will coordinate closely with City staff, and conduct work at City Hall when necessary to perform the tasks outlined herein.

Staff Assistance Tasks

Task 1-1 Administration

File, contract, and budget management. General communications.

Task 1-2 Meetings, Phone Calls, City/Team/Applicant Coordination, and Site Visits

Meetings, phone conferences, and other communications with City staff and/or the applicant specific to project issues. Communications with City staff and contract staff, including planning, engineering, public works, safety, administration, and legal counsel, and technical consultants regarding project review and design, conditions of approval, development agreement terms, and other project-related issues. Communications with applicant and/or representatives to obtain information on project design, project phasing, technical data, and other materials or data related to the project; pre-application review and comment; property ownership and application status; and/or discussion regarding city requirements, project design, and staff review. Conduct site visits to assess conditions on the site and adjacent areas, as needed to supplement earlier site visits.

Task 1-3 Pre-application Committee Meetings (Design, Budget)

Attend two City committee meetings to present the project proposal and obtain feedback. It is anticipated that meetings with the Design Review and Budget committees would be appropriate.

Task 1-4 Technical Reports Review and Issue Investigation

Review technical reports and data provided by the applicant. Provide comments and direct changes required for adequacy for use in the project processing and environmental review. Investigate other technical issues related to the project, but not currently identified, within the constraints of the budget.

Task 1-5 Submittal Review and Evaluation

Obtain the application submittal from City staff and review for completeness within 30 days of receipt by City staff. City staff shall deliver a copy of the application materials to EMC Planning Group within three working days of receipt from applicant. Review the application for completeness in conformance with City submittal requirements and/or generally recognized submittal requirements. Review submittal for consistency with City General Plan policies and diagrams, municipal code, and other relevant City documents. Provide a letter to the applicant listing any deficiencies. Upon receipt of updated application materials, perform a second review, and provide additional comments, if needed. Work with applicant on design changes if needed. Work with applicant toward obtaining a complete application. Assist City with issues involving lot consolidations and street dedications.

Task 1-6 Prepare Project Description

Prepare a textual and graphic description of the project based on application materials, refined according to staff comments and applicant revisions, for use in staff reports and environmental review.

Task 1-7 City Council Information Item

Prepare a presentation to the City Council as an information item, showing project design and updating the City Council on the status of biological permit and environmental review processes. Applicant will prepare the presentation of the project.

Task 1-8 Agency Consultation

Communications with agencies to discuss issues within the purview of each. Agencies consulted may include Monterey Bay Air Resources District, Regional Water Quality Control Board, Monterey Peninsula Unified School District, Transportation Agency for Monterey County, and/or other agencies. Consultation with the United States Department of Fish and Wildlife, and California Department of Fish and Wildlife is included under Biological Permitting. Except for a strip along California Avenue, the project site is outside the Coastal Zone, and no consultation with the California Coastal Commission is included.

Task 1-9 Tribal Consultation

To the extent required by State law, identify relevant tribes as recognized by the Native American Heritage Commission and send tribal consultation offers, if such consultation from Tribes with ancestral ties to lands within the City has been requested. Meet with tribal

representatives and/or prepare materials related to the tribal consultation within the hours allocated in the budget.

Task 1-10 Noticing and Agenda Packages

Consult with City departments to obtain input on conditions of approval. Prepare meeting notices, agenda description, staff report, resolutions, findings, and conditions of approval. Coordinate with City staff for posting and advertising of notices by City staff. Prepare draft package for approval by the City Administrator and a final package for reproduction and distribution by the City Clerk.

Task 1-11 City Council Hearings (2)

Prepare PowerPoint presentation. Attend two City Council hearings to present the project and respond to Council Member questions about the project and the environmental review.

Staff Assistance Budget

Because of the many variables in processing a complex project, the cost provided for the staff assistance tasks is a best-faith estimate. The budget estimate is attached and assumes work over a period of about 18 months. Actual costs could be more or less than the estimate presented in the budget. Condition compliance or verification monitoring is not included.

Staff Assistance Schedule

The staff assistance tasks will be conducted in concert with the Biological Permitting tasks and the Environmental Review tasks. The staff assistance effort will be responsible for efficiently coordinating the various tasks and driving the schedule to the extent feasible. While the schedule will be, in large part, dictated by the Biological Permitting tasks, part of the staff assistance effort will be to ensure the most time-efficient processing schedule possible. To that end, EMC Planning Group will work with the USFWS to achieve rapid turn-around from that agency, to the extent feasible, and will track and coordinate the larger picture critical path scheduling and compel adherence to the schedule.

2. BIOLOGICAL PERMITTING SCOPE OF WORK

Understanding

Preliminary investigation identified at least one special status plant species on the site, and two host plants for a special status butterfly. Development on any of the portions of the site that include the butterfly host plants will require preparation of a habitat conservation plan approved by the USFWS.

Protected Species and Habitat

Based on previous biological surveys, the project area is known to support federally listed Threatened Monterey spineflower (*Chorizanthe pungens* var. *pungens*) and host plants for

federally listed Endangered Smith's blue butterfly (*Euphilotes enoptes smithi*): seacliff buckwheat (*Eriogonum parvifolium*) and coast buckwheat (*Eriogonum latifolium*). The site may support additional special-status species. To determine and minimize potential project impacts to biological resources, a biological constraints analysis and focused plant surveys are recommended for the proposed impact area. The biological constraints analysis letter report will also be utilized as supporting documentation for the environmental document (initial study, mitigated negative declaration, or environmental impact report) and the habitat conservation planning document.

Federal Endangered Species Act Permitting

In the absence of federal agency involvement in a project with anticipated impacts to species listed under the Federal Endangered Species Act (FESA), the USFWS becomes the lead agency for permits allowing Incidental Take Authorization. The formal permitting process is described under Section 10 of the FESA and includes submittal and approval of an HCP. For projects anticipating minimal impacts to listed species and minimal impacts to the environment (including environmental issues such as water quality, geology and soils, etc.), preparation of a Low Effect HCP may be appropriate. The Low Effect HCP process is preferable because additional analysis under NEPA is not required, and therefore the HCP can be completed in a much shorter time span. Both the Low Effect and "Formal" HCP processes are described below.

The "Low Effect" HCP process is suitable for projects involving minor effects on federally listed, proposed, or candidate species and their habitats covered under the HCP and minor effects on other environmental values or resources. These HCPs do not require a NEPA document, and the permit processing time is shorter. Mitigation requirements are typically also lower due to the smaller impact to special-status biological resources. Preparation of a "Formal" Habitat Conservation Plan document is the same as for a "Low Effect" HCP. However, in addition to the longer processing time required to prepare and finalize the HCP document, largely due to a formal NEPA review as mentioned above, the "Formal" HCP may also require an implementing agreement that adds additional review time.

Because this project will also require compliance with CEQA, one of the following document scenarios would appropriately encompass both the state and federal environmental analysis requirements:

- Two documents: Mitigated Negative Declaration, Environmental Assessment
- Two documents: Environmental Impact Report, Environmental Assessment
- One joint document: Mitigated Negative Declaration/Environmental Assessment
- One joint document: Environmental Impact Report/Environmental Assessment

The fourth option would be necessary only if the proposed project would result in a significant and unavoidable impact. The CEQA review scope of work has been tailored to include NEPA analysis and the technical analyses utilized in the CEQA document will be suitable for NEPA as well. The USFWS requires a public comment period of 60 days for all HCPs with Environmental Assessments.

Biological Permitting Tasks

Special-Status Plant Surveys and Biological Constraints Analysis

Task 2-1 Background Research

Compile and review all available project information, including preliminary site plans and aerial photographs. Conduct a review to determine the special-status species that have been recorded as occurring within the project area based on current database searches of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) Rare and Endangered Plant Inventory, and the USFWS Endangered Species Program.

Task 2-2 Biological Constraints Analysis

Based on the July 2016 reconnaissance-level site surveys, prepare a biological constraints analysis letter report supplementing the July 20, 2016 memorandum and describing the methodology used to conduct the field surveys, existing wildlife habitats/plant communities, and an analysis of the potential of the proposed project to impact special-status biological resources. A location map, habitat map, and representative site photographs will be included once the site boundary is finalized. Potential biological constraints to project implementation will be identified, along with recommended measures to avoid/minimize/mitigate impacts. The report will be delivered in PDF version via email; one round of revision is included in the scope of work.

Task 2-3 Focused Botanical Surveys

Complete focused botanical surveys of the site in order to determine the presence/absence of special-status plant species. All species observed during the surveys will be recorded in field notes. Any special-status plant species observed will be reported to the CNDDDB in compliance with CDFW requirements. Two focused botanical surveys will be conducted during the peak blooming periods for target plant species with potential to occur (likely in May and August). This fieldwork will focus on documenting and mapping the density/extent of the known on-site Monterey spineflower occurrence.

Task 2-4. Plant Survey Letter Report

Present the survey results in a focused plant survey letter report with a location map, special-status plant map, and representative habitat photographs. The report will be delivered in PDF version via email; one round of revision is included in the scope of work.

Federal Endangered Species Act Permitting

Task 2-5 Project Management and USFWS Preliminary Consultation

Manage consultation process. Conduct preliminary consultation with the USFWS to be completed as soon as possible to confirm the appropriate permitting process and determine if the proposed project qualifies for the Low Effect HCP process. Determine a preliminary project boundary in consultation with the applicant for purposes of preliminary consultation; recognizing, however the boundary may continue to be subject to change.

Task 2-6 Administrative Draft HCP

After completing preliminary consultation with the USFWS, create an administrative draft Low Effect HCP consistent with the USFWS recommended format and the Habitat Conservation Planning Handbook (USFWS 2008). An HCP (for either Low Effect HCP or Formal HCP process) includes the following sections:

- Executive Summary
- Introduction and Background
- Environmental / Biological Resources Setting
- Project Description / Activities Covered by Permit / Permit Term
- Potential Biological Impacts / Take Assessment
- Conservation Program / Measures to Minimize and Mitigation for Impacts
- Funding
- Alternatives
- Plan Implementation, Changed and Unforeseen Circumstances
- Literature Cited

Task 2-7 USFWS Draft HCP

Coordinate between the biologists and the project applicant, engineers, and Sand City staff to determine the level of impact and an appropriate mitigation strategy. Finalize a draft HCP document

Task 2-8 HCP Review, and Revision

Submit draft HCP to the USFWS for review and comment. Two to three rounds of review and comment, a conference call, as well as site meetings, are included in this task.

Task 2-9 Public Review HCP

Finalize the HCP for public review and comment.

Task 2-10 Formal HCP Process

If a formal HCP is required, this task will include all of the additional consultation and processes with the USFWS, with the exception of the NEPA review, which is included under the Environmental Review tasks.

Biological Permitting Budget

Focused biological surveys and other biological resources permitting tasks are especially sensitive to the extent of land to be addressed. Since there is the potential for new adjacent or non-contiguous parcels to be included within the project or included for mitigation, and because site visits, reconnaissance surveys, and/or focused surveys could be required over a larger area than is currently included within the site, the cost to accomplish the biological tasks could vary. A detailed budget has been prepared, and assumes no additional land would require biological surveys. Monitoring is not included in the budget.

Biological Permitting Schedule

The Biological Permitting tasks will set the overall schedule for the project, especially since the necessary plant surveys must occur in May and August. The approximate duration of each task is listed below. Overall timing will be different than the total duration listed because some tasks can take place concurrently. Total duration would be about two years from the start of the process.

USFWS Consultation	2 months
Biological constraints analysis letter report	2 months
Special-status plant species surveys in May and August 2017	5 months
Administrative Draft HCP	3- 4 months
Document Review, Permit Processing, and Public Review (Low Effect)	6-9 months
Additional Effort (Formal HCP)	3 months

3. ENVIRONMENTAL REVIEW SCOPE OF WORK

Understanding

Depending on the outcome of the Biological Permitting Tasks, the proposed project may need to be evaluated under both CEQA and NEPA with preparation of a mitigated negative declaration or an environmental impact report (EIR) for CEQA, and an environmental assessment for NEPA. The environmental assessment will not be required if a Low Effect HCP is acceptable to the United States Fish and Wildlife Agency. The documents will be prepared in conformance with the California Public Resources Code, Office of Planning and

Research CEQA Guidelines, and the White House Council on Environmental Quality NEPA guidelines. NEPA review is discussed within the scope of work for Biological Permitting under Federal Endangered Species Act Permitting. This scope of work assumes separate CEQA and NEPA documents are appropriate and cost-effective.

Based on preliminary review, the most significant areas of concern would be biological resources, transportation, air quality, greenhouse gas emissions, hazardous materials, and noise. Protected biological resources are known to exist on the project site. The proposed project would generate additional traffic, although some regional effects may be mitigated through payment of the Transportation Agency for Monterey County development impact fee. The three project components, taken together, might exceed the air quality and greenhouse gas screening thresholds, so emissions modeling is anticipated to be necessary. The buildings proposed for demolition are not known to be historic resources, but a historic structures report will be prepared to assess their status. Absent data to the contrary, the buildings could contain asbestos or sit over contaminated soils. Impacts for all topic areas will be evaluated on the net change from existing conditions as of the date the application is deemed complete. Other issues for which full review would be provided in an EIR are public services and utilities and service systems.

Environmental Review Tasks

Task 3-1 CEQA/NEPA Consultation

Provide CEQA and NEPA consultation for City.

Task 3-2 Notice of Preparation

Prepare a project description. Prepare a draft Notice of Preparation for staff review. Finalize Notice of Preparation and distribute to local and regional agencies and the State Clearinghouse. Conduct a scoping meeting at Sand City City Hall to present the project and solicit input on the scope of the EIR. Collect responses and include in an appendix to the EIR.

Task 3-3 Research and Development

Research issues relevant to the environmental review of the proposed project on the project site. Obtain available data and information useful to the environmental review from the City, applicant, and/or outside sources. Meet and/or consult with City staff. Conduct a comprehensive site visit to accessible portions of the project site.

Document baseline conditions including a description of the site topography, soil conditions, existing uses, streets, vacant areas, habitats, history of the site to the extent known, estimated existing building square footage, age of buildings, population, and characteristics of adjacent and nearby areas.

Coordinate with applicant and technical consultants in preparation of traffic, noise, archaeological and historic resources, and hazardous materials reports. Review and understand the technical reports for the proposed project and other applicable reports from nearby areas. Review and comment on technical reports prepared under contract to the applicant. Utilize the biological resources information generated for the biological permitting tasks. Conduct air quality and greenhouse gas emissions modeling using CalEEMod. Develop GHG emissions targets and thresholds. Use the air district's spreadsheet with current population forecasts to determine consistency of the project with the clean air plan. Prepare a visual assessment utilizing simulations provided by the applicant, original and/or Google Streetview photos, ground elevation and building height data, and federal highway administration visual assessment criteria.

Review local, regional, and state documents adopted for the protection of the environment, including select resource-oriented General Plan policies, the clean air plan, the basin management plan, the transportation plans, and state greenhouse gas emissions reduction policy and implementation plans.

Obtain project objectives and additional project descriptive information as needed to conduct analysis.

Task 3-4 Administrative Draft EIR

Prepare an administrative draft EIR to include the following sections: introduction, summary, environmental setting, project description, aesthetics, air quality, biological resources, cultural resources, greenhouse gas emissions, hazards and hazardous materials, noise, public services, transportation, utilities and service systems, other environmental topics (those likely to be less than significant including agricultural resources, geology and soils, hydrology and water quality, land use and planning, mineral resources, population and housing, recreation, tribal cultural resources), cumulative impacts, unavoidable impacts, irreversible impacts, growth inducing effects, alternatives, and sources. Prepare administrative draft EIR sections based on research conducted in Task 3-3.

Prepare figures to illustrate the project location, site and project characteristics, and other aspects of the proposed project or its location. Prepare tables to provide tabular and summarized information. Develop recommended mitigation measures to avoid impacts or reduce impacts to a less-than-significant level. Develop cumulative scenarios and analysis for each topic covered in depth in the EIR. Assess the extent to which the proposed project may result in additional population growth beyond the project site. Develop two alternatives and a no project alternative for analysis in the EIR, focusing on alternatives that could reduce significant and unavoidable impacts, if any, or other significant project effects if none are significant and unavoidable. Prepare alternatives analysis for each topic covered in depth in

the EIR. Compare alternatives and assess the degree to which each alternative achieves the project objectives.

Assemble the administrative draft EIR and provide copies to the City for review and comment. Provide three (3) printed copies of the EIR with CDs containing electronic EIR files and the appendices.

Task 3-5. Administrative Draft Environmental Assessment (NEPA)

Prepare an administrative draft environmental assessment. Describe the purpose and need of the proposed project (action). Identify one or two alternatives for study within the environmental assessment. For each environmental issue area discussed, the environmental assessment will provide analysis of the effects for the project (action) and each selected alternative. Socioeconomic issues and environmental justice will be addressed. The project description, figures, and mitigation measures from the EIR will be adapted for use in the environmental assessment. This task assumes NEPA review is required – this task will only be required if a full HCP is required by the United States Fish and Wildlife Agency.

Task 3-6 Public Review EIR

Obtain the City's comments on the administrative draft. Conduct additional research and analysis as needed to respond to comments, and revise the text and graphics as needed. Prepare a proof draft EIR and submit an electronic copy for City approval.

Respond to final City comments and prepare the public review EIR. Prepare a CEQA distribution list. Prepare a Notice of Availability and a Notice of Completion. Print up to thirty-five (35) copies of the EIR, fifteen (15) copies of the summary, and forty (50) CDs that include the EIR and the appendices. Distribute to the State Clearinghouse and up to 25 local, regional, or federal recipients, including at least two public libraries. Deliver remaining copies to the City for use by staff and distribution to the City Council. Provide Notice of Availability to City staff for posting and for advertising in a local newspaper. Mail a copy of the Notice of Availability certified to the County Clerk.

Task 3-7 Public Review Environmental Assessment (NEPA)

Revise and circulate the environmental assessment per Task 5. This task assumes NEPA review is required – this task will only be required if a full HCP is required by the United States Fish and Wildlife Agency.

Task 3-8 Administrative Final EIR

Collect comment letters and other correspondence received during the 45-day public review period. Mark comments that raise an environmental issue and therefore require a response. Prepare brief responses to those comments that do not raise an environmental issue. Prepare full responses to those comments that raise environmental issues. Prepare changes to the text

and/or graphics of the EIR with a note regarding the reason for the changes. Prepare an administrative final EIR consisting of the following sections: introduction, revised summary, letters and responses to the letters, changes to the text or graphics of the EIR. Deliver three (3) printed copies of the administrative final EIR for City review and comment.

Task 3-9 Final EIR

Obtain the City's comments on the administrative final EIR. Revise the final EIR as needed to respond to the City's comments. Provide 10 printed copies to the County, and a copy to each person or organization that submitted a response to the EIR during the public review period

Task 3-10 Mitigation Monitoring Program

Prepare a mitigation monitoring program for the proposed project and provide an electronic copy to the City.

Environmental Review Budget

The environmental review budget is attached and assumes that environmental review is required at both the State (CEQA) and federal (NEPA) levels. If no federal review is required (i.e. the project qualifies for a Low Effect HCP), then Tasks 3-5 and Task 3-7 could be eliminated, and costs reduced.

The budget includes out-sourced technical reports for assessment of traffic, noise, archaeological resources, historic resources, and hazardous materials. These reports will be provided by the applicant for review and approval of the City.

Environmental Review Schedule

Environmental review can begin as soon as the project application is deemed complete. It is assumed that from this point on the project description will not significantly change, although it is recognized that some additional land could be added if necessary for habitat mitigation. The environmental review would take approximately 9 to 12 months from the time the project is deemed complete, assuming that plant surveys in the Biological Permitting tasks are completed in May and August for incorporation into the environmental documents.

Scope and Budget Assumptions

ASSUMPTIONS

The scope of work and budget are based on the following assumptions:

City Council meeting attendance is included in the Staff Assistance Task.

Preparation and filing of the Notice of Determination within five days of a City Council approval is included in the Staff Assistance Task; the City or the applicant is assumed to provide a check to cover the Notice of Determination filing fee and Fish and Wildlife CEQA fee no later than the day following City Council approval.

Preparation of an initial study is not included.

Special status plant or animal surveys, beyond those specifically listed in the Biological Permitting Task are not included.

A meeting to take public comment during the public review period is not included.

Response to environmental report public review comments is limited to ten letters.

The budget provided is time and materials, billed monthly to the City, not to exceed the overall budgeted cost without City authorization. If the proposed budget is not fully spent, the remaining budget will be returned to the applicant.

Task budgets are best estimates, and the EIR consultant reserves the right to adjust spending within the constraints of the total budget as necessary to accomplish the scope of work. Billing will not be accounted by task.

The City, EIR consultant, and biologists cannot guarantee a "low effect" HCP will be accepted as the appropriate approach by the resource agencies. A "low effect" HCP will not require an environmental assessment under NEPA, thus saving time and cost. However, if the resource agencies determine that a standard HCP process is appropriate, the environmental assessment will be required.

BUDGET AND SCHEDULE SUMMARY

The following table summarizes the estimated budget for each of the three tasks.

Task		Cost
1	Staff Assistance	\$47,090.00
2	Biological Permitting	\$64,757.50
3	Environmental Impact Report	\$112,840.00
Total Cost		\$224,687.50
Optional NEPA		\$28,885.00

Total duration would be about 18 months from the start of the process (application submittal). Extension of the timeframe beyond two years from the start of the process will require additional administrative and staff assistance budget subject to a contract amendment.

1 South of Tioga Development Staff Assistance

EMC Planning Group Inc.

Task

Staff	Sr. Principal	Principal	Senior Planner	Senior Biologist	Asc. Const. Monit.	Assistant Planner	Graphics	Admin/Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$210.00	\$200.00	\$155.00	\$150.00	\$110.00	\$110.00	\$110.00	\$95.00		
1-1 Administration	4.0	10.0	0.0	0.0	0.0	0.0	0.0	4.0	18.0	\$3,220.00
1-2 Meetings, Phone Calls, Coordination, Site Visits	20.0	20.0	0.0	9.0	0.0	0.0	0.0	2.0	51.0	\$9,740.00
1-3 Committee Meetings (Design, Safety)	1.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0	\$1,810.00
1-4 Technical Reports Review and Issue Investigation	0.0	10.0	0.0	5.0	0.0	10.0	0.0	0.0	25.0	\$3,850.00
1-5 Submittal Review and Evaluation	2.0	12.0	12.0	4.0	0.0	24.0	0.0	1.0	55.0	\$8,015.00
1-6 Prepare Project Description	0.0	2.0	0.0	0.0	0.0	5.0	4.0	1.0	12.0	\$1,485.00
1-7 City Council Information Item	1.0	4.0	0.0	0.0	0.0	0.0	1.0	0.0	6.0	\$1,120.00
1-8 Agency Consultation	1.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$810.00
1-9 Tribal Consultation	0.0	3.0	0.0	0.0	0.0	1.0	0.0	1.0	5.0	\$805.00
1-10 Noticing and Agenda Package	0.0	30.0	0.0	0.0	0.0	50.0	0.0	3.0	83.0	\$11,785.00
1-11 City Council Hearings (2)	6.0	6.0	0.0	3.0	0.0	0.0	0.0	0.0	15.0	\$2,910.00
Subtotal (Hours)	35.0	108.0	12.0	21.0	0.0	90.0	5.0	12.0	283.0	
Subtotal (Cost)	\$7,350.00	\$21,600.00	\$1,860.00	\$3,150.00	\$0.00	\$9,900.00	\$550.00	\$1,140.00		\$45,560.00

Additional Costs

Production Costs	\$400.00
Travel Costs	\$200.00
Postal/Deliverables	\$50.00
Miscellaneous	\$750.00
Administrative Overhead 10%	\$140.00
Total	\$1,640.00

Total Costs	\$47,090.00
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2. South of Tioga Development Biological Permitting

EMC Planning Group Inc.									
Task	Sr. Principal	Principal	Sr. Biologist	Assist. Biologist	Graphics	Admin/Production	Total Hours	Total Cost	
Staff	\$210.00	\$200.00	\$150.00	\$110.00	\$110.00	\$95.00			
Billing Rate (Per Hour)									
Special-Status Plant Surveys and Biological Constraints Analysis Report									
2-1 Review project information	1.0	1.0	2.0	4.0	1.0	0.0	9.0	\$1,260.00	
2-2 Biological constraints analysis report	1.0	2.0	22.0	0.0	4.0	1.0	30.0	\$4,445.00	
2-3 Focused plant surveys	0.0	0.0	18.0	12.0	1.0	0.0	31.0	\$4,130.00	
2-4 Focused plant surveys letter report	1.0	3.0	6.0	4.0	4.0	1.0	19.0	\$2,685.00	
Federal Endangered Species Act Permitting - the Formal Habitat Conservation Plan Process									
<i>Project Initiation/Management</i>									
2.5 Project initiation and project team meetings	4.0	2.0	8.0	4.0	0.0	0.0	18.0	\$2,880.00	
Obtain and review all background information	0.0	0.0	16.0	0.0	0.0	0.0	16.0	\$2,400.00	
Preliminary coordination and site visit with Agency biologist(s)	4.0	4.0	16.0	8.0	0.0	0.0	32.0	\$4,920.00	
<i>Habitat Conservation Plan Document</i>									
HCP species list and preliminary mitigation scenario	4.0	0.0	16.0	0.0	0.0	0.0	20.0	\$3,240.00	
2.6 Prepare first administrative draft HCP	2.0	0.0	60.0	30.0	24.0	4.0	120.0	\$15,740.00	
Attend one (1) document review meeting with USFWS	8.0	0.0	12.0	0.0	0.0	0.0	20.0	\$3,480.00	
2-7 Prepare second administrative draft HCP	0.0	0.0	24.0	0.0	6.0	4.0	34.0	\$4,640.00	
2.8 Conduct conference call with USFWS	0.0	0.0	6.0	0.0	0.0	0.0	6.0	\$900.00	
2-9 Public review draft HCP	2.0	0.0	16.0	0.0	1.0	2.0	21.0	\$3,120.00	
<i>Response to Comments and Final Documents</i>									
2-10 Prepare response to public comments and admin. final document	6.0	2.0	16.0	0.0	2.0	2.0	28.0	\$4,470.00	
Conduct conference call with USFWS	5.0	0.0	8.0	4.0	0.0	0.0	17.0	\$2,690.00	
Prepare final HCP based on comments from USFWS	2.0	0.0	12.0	0.0	2.0	2.0	18.0	\$2,630.00	
Subtotal (Hours)	40.0	14.0	258.0	66.0	45.0	16.0	439.0	\$63,630.00	
Subtotal (Cost)	\$8,400.00	\$2,800.00	\$38,700.00	\$7,260.00	\$4,950.00	\$1,520.00	439.0	\$63,630.00	

Additional Costs	
Production Costs	\$400.00
Travel Costs	\$500.00
Postal/Deliverables	\$100.00
Miscellaneous - CNDDDB	\$25.00
Administrative Overhead 10%	\$102.50
Total	\$1,127.50

Total Costs	\$64,757.50
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3 South of Tioga Development Environmental Impact Report

EMC Planning Group Inc.

Task	Sr. Principal \$210.00	Principal \$200.00	Principal Planner \$190.00	Associate Planner \$130.00	Planner/Assistant Planner \$115.00	Senior Biologist \$150.00	Graphics \$115.00	Admin./Production \$95.00	Total Hours	Total Cost
Staff										
Billing Rate (Per Hour)	2	8	0	0	0	0	0	0	10	\$2,020.00
3-1 CEQA/NEPA Consultation	0	4	0	12	0	0	12	2	30	\$3,930.00
3-2 Notice of Preparation	0	22	35	20	0	8	0	4	89	\$15,030.00
3-3 Research and Development	8	112	27	175	41	24	40	12	439	\$66,015.00
3-4 Administrative Draft EIR	1	4	8	4	8	2	1	10	38	\$5,435.00
3-5 Public Review EIR	3	12	6	30	4	8	1	6	70	\$10,415.00
3-6 Administrative Final EIR	1	4	2	10	1	2	0	4	24	\$3,485.00
3-7 Final EIR	0	2	0	0	1	8	0	0	11	\$1,450.00
3-8 Mitigation Monitoring Program	15	172	74	256	66	36	58	34	711	\$107,780.00
Subtotal (Hours)										
Subtotal (Cost)	\$3,150.00	\$34,400.00	\$14,060.00	\$33,280.00	\$7,590.00	\$5,400.00	\$6,670.00	\$3,230.00	711	\$107,780.00

Additional Costs

Production Costs	\$4,000.00
Travel Costs	\$150.00
Postal/Deliverables	\$100.00
Miscellaneous	\$350.00
Administrative Overhead 10%	\$460.00
Total	\$5,060.00

Total Costs

\$112,840.00

SEPARATE TASKS (required only if a full HCP is necessary)

3-5 Administrative Draft Env Assessment (NEPA)	\$20,635.00
3-7 Public Review Env Assessment (NEPA)	\$8,250.00

CITY OF SAND CITY
RESOLUTION SC 16-74, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EMC PLANNING
GROUP FOR PLANNING SERVICES AND ASSOCIATED COSTS REGARDING THE
SOUTH OF TIOGA DISTRICT**

WHEREAS, in June of 2016, The Orosco Group entered into a reimbursement agreement with the City, and deposited funds to cover City costs associated with pre-application processing in regard to development within the South of Tioga district of the City; and

WHEREAS, since that time, EMC Planning Group advised the City of their need for a contract between the City of Sand City and EMC Planning Group for their work on the South of Tioga; and

WHEREAS, the funds deposited by The Orosco Group will be used to cover the costs of contract planning services; and

WHEREAS, any expenditure paid by the City can be reimbursed by the developer; therefore, there is no financial impact to the City; and

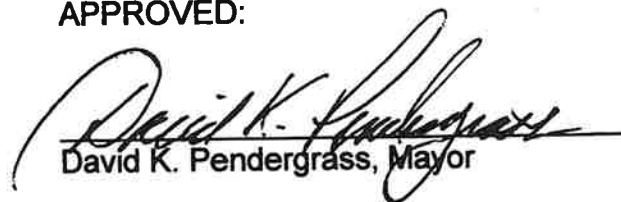
WHEREAS, EMC Planning Group requires a contract for the provision of these specific services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the City Administrator to execute a professional services contract attached hereto as Resolution (attachment 1) with EMC Planning Group.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 6th day of September, 2016 by the following votes:

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

APPROVED:


David K. Pendergrass, Mayor

ATTEST:


Linda K. Scholink, City Clerk

ATTACHMENT 1

Client Initials TB	Consultant Initials MSV
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AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PP-105

Agreement entered into at Monterey, CA on this date of September 5, 2016, by and between:

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Contact Name:	<u>Michael Groves, AICP</u>	Contact Name:	<u>Todd Bodem</u>
Title:	<u>Senior Principal</u>	Title:	<u>City Administrator</u>
Address:	<u>301 Lighthouse Avenue</u> <u>Suite C</u> <u>Monterey, CA 93940</u>	Address:	<u>1 Sylvan Park</u> <u>Sand City, CA 93955</u>
Phone:	<u>831-649-1799</u>	Phone:	<u>831 394-3054</u>
FAX:	<u>831-649-8399</u>	FAX:	<u>831 394-2472</u>
Email:	<u>groves@emcplanning.com</u>	Email:	<u>TBodem@SandCityCA.org</u>

Client and Consultant agree as follows:

A. Project. Client retains Consultant to perform services for: Initial staff support for processing of application from Orosco Group for South of Tioga site, here-in-after called "Project." This contract provides for initial tasks to assist with project description refinement and does not include tasks to actually process the project applications and perform environmental documentation. The contract will need to be amended to include those services.

B. Consulting Services. Consultant agrees to perform the following scope of services as outlined within Exhibit "A" Scope of Consultant Services attached hereto and incorporated herein by reference.

C. Agreement Term. The work term of this Agreement shall commence at the earliest of the following dates:

1. Letter of Authorization is received; and/or
2. Retainer is received; and/or
3. Agreement is signed by Client and received by EMC Planning Group Inc.; and

Shall continue until the earliest to occur of the following:

1. A date specified in Exhibit A; or,
2. The date on which Consultant completes the services, to the satisfaction of Client, described in Exhibit "A"; or,
3. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall have the right to terminate this Agreement by giving written notice and specifying the date of termination. The foregoing notwithstanding, neither party waves the right to recover damages against the other for breach of the Agreement.

D. Agreement Sum. Client agrees to compensate Consultant as follows:

1. Time and Materials (see attached Fee Schedule – Exhibit B) with no specified limit to the Agreement.
 - a. With or without a retainer.

Client Initials PB	Consultant Initials MG
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- b. Retainer amount shall be _____ dollars (\$ _____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.
2. Time and Materials (see attached Fee Schedule – Exhibit B) not to exceed Twenty thousand dollars (\$20,000.00), without further authorization from Client.
- a. With or without a retainer.
- b. Retainer amount shall be _____ dollars (\$ _____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.
3. Fixed Agreement Sum in the amount of _____ dollars (\$ _____), as defined by the work Scope of Consultant Services in Exhibit A and the Cost Spreadsheet in Exhibit C of this Agreement. The Fixed Agreement Sum can be modified by attaching a written amendment to this Agreement, signed by the Client.
- a. With or without a retainer.
- b. Retainer amount shall be _____ dollars (\$ _____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

If a retainer is specified in 1,2, or 3 above, the retainer shall be:

1. Held by EMC Planning Group Inc. for the term of the contract and used to pay all or a portion of the final invoice, or refunded once the final invoice has been paid by Client; or
2. Immediately applied toward invoice charges until fully used, at which time either an additional retainer will be requested or monthly invoices will continue under the terms of this Agreement without a retainer.

E. General Terms of Agreement. This Agreement is subject to:

1. General Terms of Agreement for Consulting Services contained in paragraphs 1 through 40, and the contents of the exhibits attached hereto and made a part hereof (see list below).
2. Exhibits: A – Scope of Consultant Services
B – EMC Planning Group Inc. Fee Schedule

Client Initials	Consultant Initials
TB	HW

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. Cooperation. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the Project team.
2. Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
3. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. Basic Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services for the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
5. Waiver. Consultant's or Client's waiver of any terms, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
6. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Entitlements Are Not Guaranteed. If the Scope of Consultant Services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Necessary Information and Funds. Upon Consultant's request, Client shall execute and deliver, or cause to be delivered, such additional information, documents and/or money to pay governmental fees and charges that are necessary for Consultant to perform services pursuant to the terms of this Agreement.
10. Property of Consultant. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media ("Project Documents"), prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement.
11. Use of Plans That Are Not Final. Client agrees not to use, nor permit any other person to use, plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant that are in draft format and not finalized by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the Project described herein as a part of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant.

Client Initials	Consultant Initials
DB	MSW

12. **Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the Project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's reuse of electronic files.

13. **Soils or Geologic Conditions.** Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
14. **Early Termination.** Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the Agreement limits specified herein, if any. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services pursuant to paragraph 23. Client acknowledges if the Project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 23.
15. **Petition for Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this Agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this Agreement.
16. **Right to File Lien.** This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the Project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.
17. **Lender Indemnity.** If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

Client Initials TB	Consultant Initials HGV
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18. **Monthly Billing.** All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire Agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
19. **Correct and Binding Billings.** Client agrees that all billings from Consultant are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. **Late Charges.** Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of billing.
21. **Changes in Government Agency Requirements.** If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date that Consultant has performed its services and/or created or produced Project Documents, any additional office or field services thereby required by Consultant as a result of the change in ordinances, codes, policies, procedures or requirements shall be billed to Client as additional services in accordance with paragraphs 22 and 23.
22. **Fee Schedule Changes.** In the event Consultant's fee schedule changes due to any increase of costs, such as the cost of living, granting of wage increases and/or other employee benefits, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased cost.
23. **Additional Services.** Client agrees that if Client requests services not specified in the Scope of Consultant Services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as subsequently modified by paragraph 22 above.
24. **Additional Costs.** Client shall pay the costs of all governmental application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, consultant technical reports, checking and inspection fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement.
25. **Delay Beyond Consultant's Control.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control including but not limited to, delays by reason of accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as additional services in accordance with paragraph 23.
26. **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

Client Initials TB	Consultant Initials RAC
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27. Action or Inaction of Governmental Agencies. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
28. Estimates of Quantities. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate.
29. Land Area Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
30. Work By a Third Party. Client acknowledges that Consultant is not responsible for the performance of work by third parties.
31. Accepted Standards of Practice. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
32. Changes to Design Document. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
33. Hazardous Materials. Client acknowledges that Consultant's services for this Project does not include any services related in any way, unless otherwise specified in the attached Scope of Consultant Services, to asbestos and/or hazardous or toxic materials.

Client hereby further agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that maybe brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

34. Insurance. Consultant shall maintain in effect insurance coverage in the amounts not less than set forth below.
- (a) Worker's Compensation and Employer's Liability: as required by the laws of the State of California.
 - (b) General Liability: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.
 - (c) Automobile Liability: automobile liability for personal and bodily injury, including death and property damage, in the amount of \$1,000,000 for each accident.

Client Initials	Consultant Initials
JB	MG

- (d) **Professional Liability:** professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Consultant in the amount of \$1,000,000 per claim and annual aggregate, with a deductible no greater than \$25,000.
- (e) **Certificates:** Consultant shall provide certificates of insurance evidencing coverage upon request by Client. If provided to Client, each certificate shall provide that the coverage afforded shall not be canceled by the Consultant, except with at least thirty (30) days' prior written notice to the Client. Should this occur, Consultant shall procure and furnish to Client prior to such effective date new certificates conforming to the above coverage requirements.
35. **Hold Harmless.** Consultant agrees to indemnify and hold harmless Client, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or omissions of Consultant, its officers, directors and employees, arising out of the performance of the Scope of Consultant Services attached to this Agreement.
36. **Litigation.** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
37. **Adjudication in Local Court.** Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
38. **Dispute/Mediation Clause.** In an effort to resolve any conflicts between Client and Consultant arising out of, or relating to, the performance of this Agreement, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. The dispute resolution provision shall not preclude either party from filing a legal action in small claims court if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit the right to perfect or enforce applicable mechanic's lien or stop remedies.
39. **Limited Liability.** Client agrees to limit the liability of Consultant and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.
40. **Modification.** No alteration, modification or termination of this Agreement shall be valid unless made in writing.

Client Initials TB	Consultant Initials MG
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IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Signature:		Signature:	
Printed Name:	<u>Michael Groves</u>	Printed Name:	<u>Todd Bodem</u>
Title:	<u>Senior Principal</u>	Title:	<u>City Administrator</u>
Date Signed:	<u>8/16/2016</u>	Date Signed:	<u>9/7/16</u>
Project Number:	<u>PP-105</u>		

Client should mail this Agreement completed and signed to the address shown for Consultant.

Exhibit A

Scope of Consultant Services

Scope of Services

Provide staff support to the City of Sand City for preliminary review and processing of an application from the Orosco Group for the South of Tioga site. Tasks will include the following:

- **Review of preliminary site planning designs.**
- **Three meetings and/or phone conferences with the City and/or applicant to discuss project designs and site constraints.**
- **Site visit to observe conditions.**
- **Reconnaissance level biological assessment of site.**
- **Assessment of air quality issues.**
- **Review of application materials.**

Exhibit B

**EMC Planning Group Inc.
Fee Schedule**

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940
Tel 831-649-1799 Fax 831-649-8399 www.emcplanning.com

<u>Principals</u>	<u>Hourly Billing Rate</u>	
Senior Principal	\$210.00	
Principal	\$200.00	
<u>Planners</u>		
Principal Planner	\$190.00	
Senior Planner	\$155.00	
Associate Planner	\$130.00	
Assistant Planner	\$110.00	
<u>Biologists</u>		
Principal Biologist	\$175.00	
Senior Biologist	\$150.00	
Certified Arborist	\$125.00	
Associate Biologist	\$125.00	
Assistant Biologist	\$105.00	
<u>Support Staff</u>		
Desktop Publisher	\$125.00	
Administrative Assistant	\$95.00	
Office Assistant	\$75.00	
<u>Expenses</u>		<u>Rate</u>
Mileage	\$0.54	(Per Mile)
Photocopying	\$0.10	(Per Copy)

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a 50 percent mark-up.

(Effective January 1, 2016)

TBodem@SandCityCA.org

From: TBodem@SandCityCA.org
Sent: Tuesday, December 20, 2016 11:54 AM
To: 'Matt Nohr'
Cc: 'Michael Groves'
Subject: Sand City - Reimbursement Agreement - Addendum 1

Hello Matt,

It was great meeting you today about the proposed South of Tioga project. The City of Sand City looks forward in working collaboratively with The Orosco Group through project completion.

Pursuant to our discussion, this email transmittal will act as addendum 1 to the Reimbursement agreement for additional funding needed to cover the costs EMC Planning Group services in the amount of \$20,000

Please submit a check made payable to the City of Sand City in the amount of \$20,000.

Happy Holidays!

Todd Bodem
City Administrator

RECEIVED

DEC 20 2016

CITY OF SAND CITY

OROSCO

December 22, 2016

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

RECEIVED
DEC 22 2016
CITY OF SAND CITY

RE: West End Sand City Development – Reimbursement Agreement Addendum #01

Dear Mr. Bodem,

Pursuant to your email following up on our meeting associated to the West End Sand City Development on December 20, 2016, please find attached a check for \$20,000.00 for additional funding to cover the costs EMC Planning Group services (this is Addendum #01 to our Reimbursement Agreement).

Sincerely,



Matt Nohr
Orosco Group

D.B.O. Development NO. 30

CITYSC1 City of Sand City

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
12-22-16	Deposit	Rmb Agreement EMC Plan	20000.00		20000.00
CHECK DATE	12-22-16	CHECK NUMBER	2374	TOTAL >	20000.00
					20000.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

D.B.O. Development NO. 30
 10 Harris Court
 Suite B1
 Monterey CA 93940
 831 649-0220

Wells Fargo Bank
 447 Canyon Del Rey Blvd.
 Del Rey Oaks, CA 93940

11-2412107

2374

D.B.O. Development NO. 30
 10 Harris Court
 Suite B1
 Monterey CA 93940
 831 649-0220

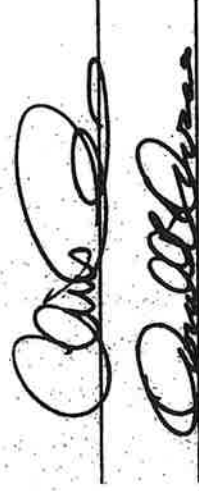
DATE 12/22/2016

Pay: *****Twenty thousand dollars and no cents

\$ *****20,000.00

City of Sand City

TO THE ORDER OF



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑆000002374⑆ ⑆12000248⑆4173418419⑆

RECEIPT DATE 12/22/16 No. 415861



CONSULTANT PROJECT REIMBURSEMENT AGREEMENT

City of Sand City
1 Sylvan Park, Sand City, CA 93955
www.sandcityca.org

Description of Work to be Performed: ENVIRONMENTAL AND PLANNING CONSULTANT SERVICES

Subject Property: MULTIPLE PARCELS ON THE SOUTHWEST CORNER OF TIOLA AND CALIFORNIA AVE
CONSISTING OF APPROXIMATELY 10.5 ACRES REFERRED TO AS THE WEST END

Subject Project Property' Assessor Parcel Number(s): SEE ATTACHMENT FOR PARCEL MAP.

Date of Reimbursement Agreement Submission: 6/28/16

I, RONALD B. OROSCO, the undersigned, hereby authorize the City of Sand City (hereinafter "City") to perform biological analysis and planning services of my property for the project referenced above. I acknowledge that payment of the application fees stated on the City's Planning Department Fee Schedule, are for basic City in-house staff and material expenditures, and does not cover outside consultant expenses the City may and/or will incur in the processing of my application. Therefore, I am depositing \$20,000 towards ~~actual~~ City consultant(s) time and materials involved in performing biological and planning services. In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. ~~Actual~~ costs for consultant time are based on hourly rates and materials. I also understand that it is my obligation to reimburse these costs even if an application for any project is never submitted. *REASONABLE M.M. 6/28/16*

I understand and agree to the following terms and conditions of this Reimbursement Agreement: *REASONABLE M.M. 6/28/16*

1. I acknowledge that the City may and/or will incur expenses in the performing a biological assessment and planning service of my property; and that I, as the Applicant, am responsible for reimbursing the City for consultant(s) time and material expenses incurred by the City. I will be billed for consultant time and materials spent in the processing of my application. Consultant time spent will be billed against the available deposit. "Consultant time" includes, but is not limited to, time spent reviewing application materials; conducting site visits; responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors, and interested parties; attendance and participation at meetings and public hearings; and preparation of technical documents and documentation, staff reports and other correspondence. *REASONABLE M.M. 6/28/16*
2. If processing costs exceed the available deposit, I will receive periodic invoices payable upon receipt.

Please initial to show you have read and understand Condition No. 2. DN

3. If the final City expense is less than the available deposit fee, the unused portion of the available deposit will be refunded to me.

4. If the final City expense is more than the available deposit fee, I shall pay the outstanding difference according to the terms set ~~by the City:~~ **FORN HEREIN. 1/27/16**
5. If I fail to pay any invoice within thirty (30) days of the billing, the City may stop all the work on my behalf. Any work on any subsequent or concurrent permit application(s) will cease until all unpaid bills are paid in full.
6. Payment of an invoice is due and payable within thirty (30) days of billing as stated on that invoice. Invoices unpaid after thirty (30) days will incur a two percent (2%) late fee penalty, compounded monthly.
7. For the purposes of this Reimbursement Agreement, "Consultant(s)" shall refer to any professional assistance obtained by the City on a contract basis, outside the City's employee pool. This includes, but not limited to, environmental, biological, engineering, traffic circulation, legal, and/or other professional field related to and required for the review my application.
8. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames established by the City for these payments.
9. CALIFORNIA FISH AND WILDLIFE FEES for discretionary permits and legislative amendments: Upon environmental document certification or approval and/or project approval by the City, if any, I agree to pay the established Monterey County Clerk Recorder Environmental Document filing fee(s). I further understand that the California Department of Fish and Wildlife imposes a fee on California Environmental Quality Act determinations for which impacts on biological resources are identified and for which a "no effect" determination has not been received, in accordance with Fish and Game Code Section 711.4. I understand that I must pay all fees as required by Section 711.4 of the Fish and Game Code, plus any County Clerk fees. Should these fees be required, I agree to remit a cashier's check or money order to the City in the required amount, payable to the "City of Sand City" or "County Clerk of Monterey". I acknowledge that failure to provide this check or money order will delay the issuance of land use entitlements and/or the recording/filing of required documents with the County Clerk and/or the California Department of Fish and Wildlife.

ACCEPTANCE OF REIMBURSEMENT AGREEMENT TERMS



Signature of Reimbursement Agreement Acceptance

6/28/16

Date of Signature

DON ORSCO

Print Name & Title

WEST END - MULTIPLE PARCELS ON THE SOUTHWEST CORNER OF TIOGA AND CALIFORNIA,
Project Title & Location: CONSISTING OF APPROXIMATELY 10.5 ACRES.

Contact Information:

Name of Property Owner or Corporate Principal (please print): DON ORSCO / DBO 30

Name of Company or Corporation (if applicable): DBO 30

Mailing Address of Property Owner or Corporation/Company:

10 HARRIS COURT, SUITE B-1 MONTEREY, CA 93940

(If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation)

Driver's License Number:

Contact Phone Number:

Contact E-Mail Address (if any):

ATTENTION – The property owner (or Corporate principal) will be held responsible for all charges.

CITY OF SAND CITY
1 Sylvan Park
Sand City, CA 93966

RECEIPT

DATE 6-25-16

No. 877776

RECEIVED FROM DBO Development

\$ 20,000.00

Twenty thousand & no/100 DOLLARS

FOR RENT
 FOR CONSULTANT REIMBURSEMENT AGREEMENT DEPOSIT

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY J. Egan # 2301

3-11

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

J.B.O. Development NO. 30
0 Harris Court
Suite B1
Monterey CA 93940
31 649-0220

Wells Fargo Bank
447 Canyon Del Rey Blvd.
Del Rey Oaks, CA 93940

11-241/210/

2301

DATE 06/27/2016

Pay: Twenty thousand dollars and no cents

\$ 20,000.00

City of Sand City



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AGENDA ITEM

5H

CITY OF SAND CITY

STAFF REPORT

JULY 6, 2017
(For City Council Review on June 18, 2017)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

**SUBJECT: Appointments to Design Review Committee
(Elizabeth "Libby" Sofer & Don Davis)**

BACKGROUND

Membership on the Sand City Design Review Committee (the "DRC") is for 2-year intervals. Certain member terms alternate renewals/expiration on alternating years. Regrettably, member Chuck Lindberg passed away in December of 2016, and member Todd Kruper resigned in May of 2017; resulting in two vacancies on the DRC. The terms of Committee Members Chuck Lindberg and Todd Kruper were due to expire at the end of January 2018.

Two individuals have expressed interest in participating on the DRC. Elizabeth "Libby" Sofer and Don Davis are both residents of the City who are interested in contributing to the community and participating on the DRC. Ms. Sofer has experience with blueprint reading and Mr. Davis has both developer and real estate experience. These individuals, if appointed, would be completing the terms of Chuck Lindberg and Todd Kruper, both terms scheduled to expire on January 31, 2018.

RECOMMENDATION

Staff recommends the approval of the attached resolution, appointing Elizabeth "Libby" Sofer and Don Davis to the Design Review Committee, both to complete the terms for Chuck Lindberg and Todd Kruper; both terms to expire on January 31, 2018.

CITY OF SAND CITY

RESOLUTION SC _____, 2017

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
MAKING NEW APPOINTMENTS OF ELIZABETH "LIBBY" SOFER AND
DON DAVIS TO THE SAND CITY DESIGN REVIEW COMMITTEE
UNTIL JANUARY OF 2018**

WHEREAS, the Sand City Design Review Committee (the "DRC") is a body appointed by the City Council of Sand City that conducts architectural and site design review of development projects in Sand City and participates in other design issues for the City, which consists of at least five (5) Committee Members in order to function and impart fair and balanced reviews of application projects; and

WHEREAS, long serving and original Committee Member Chuck Lindberg regrettably passed away in December of 2016 prior to completing his latest term on the DRC, thus creating a vacancy on that Committee; and

WHEREAS, Committee Member Todd Kruper resigned in May of 2017, creating a second vacancy on the DRC; and

WHEREAS, Elizabeth "Libby" Sofer, a City resident, has expressed an interest in participating on the City's DRC, and has experience with reading construction plans; and

WHEREAS, Don Davis, a City resident, has expressed an interest in participating on the City's DRC, and has both development and real estate experience; and

WHEREAS, both candidates are sufficiently able to function and serve on the DRC to complete the remaining terms of Chuck Lindberg and Todd Kruper, both to expire on January 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Sand City Council that Elizabeth Sofer and Don Davis be newly appointed to the DRC, completing the vacant terms lasting until January 31, 2018.

PASSED AND ADOPTED by the Sand City Council on this ___ day of July, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

51

CITY OF SAND CITY

STAFF REPORT

JUNE 19, 2017
(For City Council Review on July 18, 2017)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Time Extension of the Contract with City of Monterey Building Department for Plans Examination and Inspection Services

BACKGROUND

Since 1994, the City of Monterey has provided quality and professional building inspection and plan check services to the City of Sand City on an "as needed" basis. The current service agreement contract, entered into in 2011, is subject to annual time extensions. This contract expired on June 30, 2017. To continue building department services after that date, a time extension of this service agreement is necessary. The time extension presented for Council's consideration would commence on July 1, 2017 (retroactively) and expire on end of day on June 30, 2018 coinciding with the fiscal year. As a professional courtesy, the Monterey Building Department has been maintaining services pending the enactment of the new contract extension.

DISCUSSION

The City Hall of Sand City has limited on-site staffing that necessitates additional services to maintain proper functioning of City activities. The City of Monterey's Building Department and staff have proved to be dependable and professional in performing plan check services and building inspections. Furthermore, Sand City and Monterey staffs have maintained an excellent working relationship. Continuation of said services will best serve the building administration needs of the City at an economically efficient cost basis.

Section 3.02 of the Service Agreement allows for time extensions of said Agreement by "...consecutive one (1) year time periods, or for shorter extension periods as agreed to by the parties,..." by written mutual agreement of both parties' City Managers that specifies the renewal and end dates. This Section of the Agreement also allows for the annual adjustment of labor rates; subject to written agreement between the City Managers of both Cities. There are no rate changes proposed, and the current rates for inspections will remain at \$89 per hour, plan review fees will remain at seventy-five percent (75%) of plan review fees collected by Sand City with a minimum plan check fee remaining at \$93. The fee for reviewing revised plan will remain at \$93 per hour.

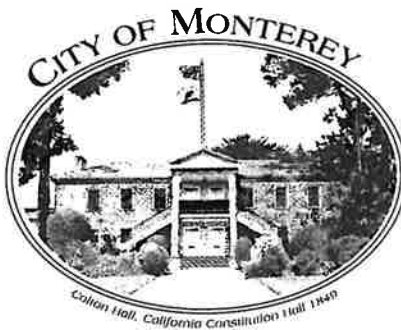
RECOMMENDATION

Staff recommends **APPROVAL** of the draft Resolution (see Attachment) authorizing a time extension and rate amendments of the Service Agreement with the City of Monterey for Building Department plans examination and inspection services, commencing on July 1, 2017 (retroactively), and ending on June 30, 2018 to coincide with the 2017-18 Fiscal Year.

Attachments:

1. City of Monterey Correspondence for contract renewal and amendments (dated 6-15-17)
2. Draft Resolution authorizing a time extension of the Service Agreement to June 30, 2018 (retroactively), with a copy of the 2011 Service Agreement attached as "Resolution Exhibit A" and the 2017 agreement amendment as "Resolution Exhibit B".

June 15, 2017



RECEIVED

JUN 19 2017

CITY OF SAND CITY

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

RE: 2nd Amendment and Extension to Contract for Building and Plan Review Services

Dear Mr. Bodem:

Enclosed please find 1st Amendment to Contract for Building and Plan Review Services between the City of Monterey and City of Sand City.

Please sign where indicated, and return originals to:

City of Monterey
Permit and Inspection Services division
Attn: Lisa Feliciano
City Hall
Monterey, CA 93940

Upon receipt of the signed Amendment we will obtain the City Manager's signature and forward a fully executed copy to the City of Sand City.

Should you have any questions concerning this matter, please contact our office at 831-646-3891.

Sincerely,

John D. Kuehl
Chief of Inspection Services/Building Official

A handwritten signature in black ink, appearing to read "Lisa J. Feliciano", is written over a horizontal line.

Lisa J. Feliciano
Administrative Assistant, II

JDK:lf

enc: 2nd Amendment and Extension to Contract for Building and Plan Review Services (2 copies)

ATTACHMENT 1

CITY OF SAND CITY

RESOLUTION SC _____, 2017

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING
A TIME EXTENSION OF THE BUILDING INSPECTION AND PLAN CHECK
SERVICES AGREEMENT WITH THE CITY OF MONTEREY TO JUNE 30, 2018**

WHEREAS, the City of Sand City requires part-time and periodic building inspection and plan check services for development and public safety within Sand City; and

WHEREAS, the City of Monterey has provided reliable high quality professional building inspection and plan check services on an as-needed basis to the City since 1994; and

WHEREAS, the service agreement adopted in 2011 by both the City of Sand City and the City of Monterey for plan check and inspection services (the "Service Agreement"), attached hereto and incorporated herein as "Resolution Exhibit A", will expire, following its last extension, on June 30, 2017; whereby continuation of those services thereafter requires a time extension of said Service Agreement; and

WHEREAS, Paragraph 3 of the Service Agreement allows for consecutive one (1) year, or less, time extensions of this Service Agreement by written mutual agreement of both parties; and

WHEREAS, the City has chosen to extend the Service Agreement to (and include) June 30, 2018, coinciding with the 2017-2018 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City the following:

1. The City of Monterey is hereby selected to continue serving as Sand City's building inspection and plan check provider in accordance with the Service Agreement terms attached hereto and incorporated herein as "Resolution Exhibit A" and the amendment terms of said Service Agreement as outlined in "Resolution Exhibit B", with key points of that Service Agreement reiterated or amended as follows:
 - A. Plan check service will be provided on an as-needed basis and charged to the City of Sand City at seventy-five percent (75%) of the building permit plan check fees collected for the applicable project.
 - B. The hourly rate for administrative services and building inspections (building-related services exclusive of plan checks) will remain at eighty-nine dollars (\$89) per hour (this includes vehicle costs). The minimum plan check fee shall remain at ninety-three dollars (\$93) and plan revision fees shall remain at ninety-three dollars (\$93) per hour. All fees payable to the City of Monterey.

- C. The City of Monterey will work with Sand City staff and permit applicants to coordinate and schedule inspection times as conveniently as possible.
 - D. The City of Monterey will work with Sand City staff to organize the City's building administration services within the City Community Development Department functions.
 - E. The City of Monterey will assist the City of Sand City in administering Housing grant related programs as may be applicable from time-to-time.
2. The City Administrator for Sand City is hereby authorized to execute a time extension and amendments, as listed on "Resolution Exhibit B", of the Service Agreement for Building Inspection and Plan Check services with the City of Monterey to (and including) June 30, 2018.
 3. The City of Monterey services approved for/by the Service Agreement shall be under the general supervision of the Sand City City Administrator.
 4. Furthermore, it is hereby recognized and acknowledged that the individuals listed as the 'City Managers' under Paragraph 14 of the Service Agreement are no longer employed with either the City of Monterey or Sand City, and that Todd Bodem is the current City Administrator for Sand City and Michael McCarthy is the current City Manager for the City of Monterey.

PASSED AND ADOPTED by the Sand City Council on this ___ day of July, 2017 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

ATTEST:

 Mary Ann Carbone, Mayor

 Linda K. Scholink, City Clerk

RESOLUTION EXHIBIT A

AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

City of Monterey and City of Sand City

THIS AGREEMENT for Building Inspection and Plan Review Services is made and entered into this 18th day of August, 2011, by and between the City of Monterey (hereinafter "Monterey"), a municipal corporation, as the service provider, and the City of Sand City, a municipal corporation (hereinafter "Sand City").

WHEREAS, Sand City desires to utilize the City of Monterey for plan review services, inspections of buildings related to approved plans and all applicable building-related codes, and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

WHEREAS, Monterey is willing and qualified to provide such services to Sand City upon the terms and conditions set forth herein; and

WHEREAS, California Government Code section 54981 provides the City Councils of Monterey and Sand City with the authority to contract for performance of municipal services by the former within the territory of the later; and

WHEREAS, the City of Monterey authorized this agreement on June 7, 2011 by the passage of Resolution No. 11-073; and

WHEREAS, the City of Sand City authorized this agreement on [June 7, 2011] by the passage of Resolution No. [SC 11-57].

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Monterey and Sand City agree as follows:

1. **SERVICES TO BE PROVIDED.** The City of Sand City hereby engages Monterey to perform, and Monterey hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement.

1.01. **FINAL DECISION AUTHORITY.** Sand City's City Manager, or designee, shall have final decision authority over the results of the services performed on behalf of Sand City, and all work performed by Monterey shall be to the satisfaction of Sand City's City Manager or designee. In instances where a dispute arises over the City Manager or designee's determination, Sand City's City Manager or designee shall render a final decision.

1.02. **DUTIES OF MONTEREY AND SAND CITY.** See Exhibit A.

1.03. **EXTRA WORK.** Monterey shall not perform extra work without written authorization from Sand City's City Manager or designee. Any extra work so authorized shall be within the general scope of work set forth in this Agreement.

2. **PAYMENTS BY SAND CITY.** Sand City shall pay Monterey in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this agreement. Fees are generally based on percentage of fees collected by the City of Sand City.

3. **TERM OF AGREEMENT.**

3.01. **INITIAL TERM.** The term of this Agreement shall be from August 18, 2011 through August 17, 2012, unless sooner terminated pursuant to the terms set forth in section 8 herein.

3.02. **EXTENSIONS.** This Agreement may be extended by consecutive one (1) year periods, or for shorter extension periods as agreed to by the parties, by written mutual agreement of both parties' City Managers specifying the renewal and end dates. At the time of any extension, or at any other time during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between the City Managers of each party. Should either party decide not to extend the Agreement beyond the initial (1) year or subsequent (1) year terms, notice of such decision shall be provided to the other party no later than 12 months before the expiration date of the Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A **Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**

5.01. Monterey warrants that Monterey and Monterey's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed (if applicable) to perform the work and deliver the services required under this Agreement, and that they are not employees of Sand City.

5.02. Monterey, its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. Monterey shall furnish all personnel necessary to carry out the specific services set forth in Exhibit A herein, except as otherwise specified in this Agreement. Monterey shall not use Sand City's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5.04. Monterey shall perform all services set forth in Exhibit A in a timely manner consistent with the time Monterey would perform similar services within its own jurisdiction whenever possible; however, Monterey projects shall be given priority over Sand City projects if scheduling conflicts arise and Monterey shall not be liable for any delays in performing Sand City's work if such delays are caused by such scheduling conflicts.

6. EXCLUSIONS

- a. All discretionary reviews including, but not limited to: California Environmental Quality Act; National Environmental Protection Act; Clean Water Act; National Pollutant Discharge Elimination System Storm Water Post-Construction or local codes and regulations.
- b. Review of project submittals for compliance with conditions of approval.
- c. Inspection of projects to determine if conditions of approval have been met.

7. PAYMENT CONDITIONS.

7.01. Payment for Monterey's services under this Agreement shall be made by Sand City upon the monthly submission to Sand City by Monterey of an invoice for services rendered by Monterey in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. An additional two percent (2%) will be paid as a late payment carrying charge for each thirty days of delinquency thereafter. Any disputed invoices shall be brought to Monterey's attention within ten (10) days of receipt or invoices will be deemed acceptable.

7.02. Sand City and Monterey acknowledge that there may be partially completed projects at both the beginning and the end of term of this Agreement or any extensions thereof. There will therefore be cases when applicant fees have been paid to Sand City prior to the beginning of the term of this Agreement but the project is completed during the term of this Agreement, resulting in Monterey providing services on a project during the term of this Agreement but not receiving a percentage of the fees paid to Sand City for that project. There will also be cases when applicant fees are paid to Sand City during the term of this Agreement or any extensions thereof, but the project is not completed during the term of the Agreement or any extensions thereof, resulting in Monterey receiving a percentage of the fees for that project but not completing the services on that project. Sand City and Monterey agree that the payments to Monterey as provided in Exhibit A shall be deemed fair compensation for the work provided by Monterey during the term of this Agreement, regardless of the partially completed projects at the beginning and the end of the term of this Agreement or any extensions thereof.

7.03. Monterey shall receive payment for work performed pursuant to the payment provisions set forth in Exhibit A, regardless of whether Sand City elects to charge fees. For projects subject to waivers of fees, Sand City shall calculate the amount of fees otherwise due, and pay Monterey accordingly.

7.04. Monterey shall not receive reimbursement for travel expenses unless set forth in Exhibit A herein.

8. TERMINATION.

8.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least sixty (60) days prior to the effective date of termination. In the event of an adverse claim or litigation involving either party and related to the services of this Agreement, this Agreement may be terminated by either party

giving written notice at least thirty (30) days prior to the effective date of termination. Any termination notice shall set forth the effective date of termination.

8.02. Sand City may cancel and terminate this Agreement for good cause effective immediately upon written notice to Monterey. "Good cause" includes the failure of Monterey to perform the required services at the time and in the manner provided under this Agreement. If Sand City terminates this Agreement for good cause, Sand City may be relieved of the payment of any consideration to Monterey, and Sand City may proceed with the work in any manner which Sand City deems proper. The cost to Sand City shall be deducted from any sum due the Monterey under this Agreement.

8.03. Monterey may cancel and terminate this Agreement for good cause effective immediately upon written notice to Sand City. "Good cause" includes but is not limited to failure of Sand City to pay Monterey at the time and in the manner provided under this Agreement or other failure of Sand City to fulfill its responsibilities set forth in Exhibit A herein. Termination of this Agreement pursuant to this section shall not be construed to limit Monterey's right to obtain, by any means available at law, the amount Sand City still owes Monterey.

9. IMMUNITY.

As it is mandated by the California Building Code and Uniform Administrative Code, the Building Official is directed through employees or deputies to perform certain tasks as described in said Codes and, when acting in accordance with said Codes, is afforded certain protection from liability.

As Sand City's authorized representative, Monterey shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in Exhibit A, or otherwise herein, negate any legal protections or immunities available to the parties under state or federal law. Monterey's liability, including, without limitation, that referenced in Section 10 herein, shall be limited to an amount not to exceed the fee earned for each project.

10. INDEMNIFICATION.

10.01. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

10.02. Each party will protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other party as a result of or in connection with any actual or alleged breach of this Agreement by either party.

10.03. These indemnity provisions shall survive the termination or expiration of this Agreement. Further, each party will be liable to the other party for attorneys' fees, costs and

expenses, and all other costs and expenses whatsoever, which are incurred by the other party in enforcing these indemnity provisions.

11. INSURANCE.

- 11.01 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:
- 11.02 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.
- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
 - c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.
- 11.03 All insurance required by this Agreement shall:
- a. be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other party
 - b. provide that each party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance.
 - c. subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect.

12. **NON-DISCRIMINATION.** During the performance of this Agreement, Monterey, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Monterey's employment practices or in the furnishing of services to recipients. Monterey shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Monterey and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit

discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, Monterey is at all times acting and performing as an independent contractor and not as an employee of Sand City. No offer or obligation of permanent employment with Sand City or particular Sand City department or agency is intended in any manner, and Monterey shall not become entitled by virtue of this Agreement to receive from Sand City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Sand City's and Monterey's contract administrators at the addresses listed below:

FOR SAND CITY:	FOR MONTEREY:
Steve Matarazzo City Manager City of Sand City	Fred Meurer City Manager City of Monterey
Name and Title	Name and Title
1 Sylvan Park Sand City, CA 93955	580 Pacific Street Monterey, CA 93940
Address	Address
831-394-3054	831-646-3760
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. Monterey represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by Sand City and Monterey.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by Sand City and Monterey. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "Monterey" as used in this Agreement includes Monterey's officers, agents, and employees acting on Monterey's behalf in the performance of this Agreement.

15.05. Disputes. Monterey shall continue to perform under this Agreement during any dispute. Monterey and Sand City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The Monterey shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Sand City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Sand City. Notwithstanding any such subcontract, Monterey shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of Sand City and Monterey under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both Sand City and Monterey expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. Sand City and Monterey agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of Sand City or the Monterey represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.


15.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between Sand City and the Monterey with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between Sand City and the Monterey as of the effective date of this Agreement, which is the date that Sand City signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

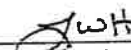
15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

IN WITNESS WHEREOF, Sand City and Monterey have executed this Agreement as of the day and year written on the first page herein.

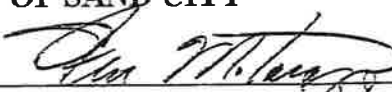
CITY OF MONTEREY

By: 
City Manager

Approved as to form:


Monterey City Attorney

CITY OF SAND CITY

By: 
City Manager

Approved as to form:

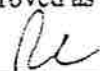

Monterey Risk Manager

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I City of Monterey to Provide the Following:

A. Plan Review Services:

- ◆ Plan review services under the direction of ICC certified plan reviewers.
- ◆ Provide plan review for conformance to regulations contained in Sand City's adopted codes.
- ◆ Provide applicant or designee with a list of plan check correction comments to achieve conformance with Sand City's adopted codes.
- ◆ Expedited plan review will be available with prior approval (additional fees will be charged to the applicant).
- ◆ Provide all necessary liaisons with applicant or designee with regard to plan check comments.
- ◆ Perform review of revisions to plans that have been previously approved for permit issuance.
- ◆ Plan check turnaround times as follows, unless different turnaround times are agreed to by both City Managers:
 - ◆ 20 working days – new commercial building
 - ◆ 15 working days – new SFD, major remodel
 - ◆ 10 working days – minor projects
 - ◆ 5 working days – revisions or plan changes
 - ◆ Rechecks are half the original plan check time

B. Inspection Services:

- ◆ Building inspection services with 24-hour lead time (inspection requests received before 2:00pm will be scheduled for the next business day. Requests received after 2:00 pm will be scheduled the following business day). All inspectors will be ICC certified.
- ◆ Provide inspection of buildings to ensure compliance with the approved plans and all applicable codes.
- ◆ Emergency response 24/7. All responders will be ICC certified inspectors. A list of inspectors within 20-minutes response time will be provided to dispatch for after hours response.
- ◆ After hours, weekends and holiday emergency inspections available with 72-hour minimum notice and prior approval (additional fees will be required).
- ◆ Respond and report as required to Building Code violations.
- ◆ Residential Property Inspection Reports.

C. Staff Functions to Include

- ◆ Plans Examiners
- ◆ Building Inspectors
- ◆ Administrative assistance on an as-needed basis

II City of Sand City to Provide the Following:

A. *Plan Review Services:*

- ◆ An amount equal to 75% of the plan review fees collected. All fees to be established by the City of Sand City. There will be a minimum plan review fee of \$84.00. Revision fees will be based on \$84.00 per hour. Expedited plan review will be 90% of the fees collected.

B. *Building Inspection Services:*

- ◆ Inspection fees are based on \$81.00 per hour.
- ◆ Any after hour inspection requests will be charged at \$122.00 per hour with a two-hour minimum (72-hour minimum lead time).

RESOLUTION EXHIBIT B



2nd AMENDMENT TO AGREEMENT BETWEEN CITY OF SAND CITY AND CITY OF MONTEREY BUILDING AND PLAN REVIEW SERVICES

The Agreement between City of Sand City and City of Monterey Building and Plan Review Services entered into on August 6, 2013, and amended June 14, 2016, by and between City of Sand City (hereinafter "Sand City") and CITY OF MONTEREY (hereinafter "City"), is hereby amended as follows:

1. The 1st Extension, dated July 21, 2014, and extending the Agreement for one year commencing on August 18, 2014, is hereby corrected to refer to the original Agreement dated August 6, 2013, instead of the Agreement dated August 18, 2011, which was superseded by the August 6, 2013 Agreement.
2. The Agreement, as amended on June 14, 2016, is hereby extended for an additional one (1) year to July 1, 2018, under Part 3 (3.02 Extensions) of this Agreement.
3. All other terms and conditions of the Agreement shall remain unchanged.

This Amendment is entered into this ____ day of _____, 2017 in Monterey, California.

CITY OF MONTEREY

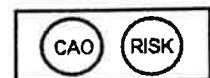
CITY OF SAND CITY

By: _____
Michael McCarthy, City Manager

By: _____
Todd Bodem, City Administrator

T00002-CA (v. 2.0 – 03/03/2015)

Agreement #: Ag-310 - Page 1 of 1



AGENDA ITEM

7A

CITY OF SAND CITY

**STAFF
REPORT**

For City Council Meeting on July 18, 2017

TO: Mayor and City Council
FROM: Jim Heisinger, City Attorney
SUBJECT: Update of Sand City's Municipal Code

BACKGROUND

The ordinances of the City of Sand City were codified into the Sand City Municipal Code (the Code) in 1987. Quality Code Publishing ("QCP") was recently retained by the City to review the Code to identify and revise any provisions that would require clarification or deletion prior to re-publishing the Code with the ultimate goal of re-publishing the Code online.

DISCUSSION

QCP and the City Attorney reviewed the Code and identified several sections in need of non- substantive revisions in order to provide more clarity and readability. These revisions include adding and revising definitions, revising gender specific language, fixing grammatical and spelling errors, adding missing words, removing outdated and redundant provisions. Attached as Schedule 1 to this Staff Report is a strikethrough version of the sections of the Municipal Code that this ordinance will amend.

The proposed ordinance also adopts QCP's "Standard Editorial Practices" which are listed in Exhibit "A" to the ordinance. Changes to the Code affected by the adoption of the Standard Editorial Practices are not listed on Schedule 1 to this Staff Report.

Other changes to the Code not listed on Schedule 1 to this Staff Report are: (1) all instances in the Code where the phrase "it shall be unlawful" is being changed to "it is unlawful" by the ordinance; (2) all instances in the Code where the word "ordinance" is being changed to "chapter" by the ordinance; and, (3) the language the existing Chapter 5.16 of the Code which is being repealed because the same subject matter is adequately provided for in Chapter 12.16 of the existing Code.

The ordinance also removes most of the penalty sections within individual Chapters of the Code. The effect of these deletions is to make clear that the general penalty section appearing in Chapter 1.16 of the Code will govern penalties for violation of the Code. The general penalty provisions of Chapter 1.16 are also being amended to adopt current

maximum monetary penalties allowed under State law for violating certain provisions of the Code.

If this ordinance is adopted by the Council, QCP will incorporate all the revisions subject of the ordinance and republish the Code.

This ordinance provides for ongoing maintenance of the Code by delegating authority to the City Clerk to update the Code on an on-going basis, by making necessary non-substantive changes, such as indexing, recompiling, re-formatting, spelling, grammatical and editorial changes in the interest of clarity.

While the revisions included in this ordinance are mainly non-substantive, the City Attorney -- in consultation with the City Administrator and City Clerk -- has prepared a list of specific sections of the Code which will require more substantive revision in order to conform to changes in State law. A series of ordinances to make these substantive changes will be presented to City Council for its consideration over the next several months.

STAFF RECOMMENDATION

Staff recommends adopting the ordinance amending provisions of the Sand City Municipal Code to make non-substantive changes, remove redundant sections, to update penalty sections and to grant the City Clerk the authority to maintain and re-publish the Code.

Schedule 1

to Staff Report for Council Review on July 18, 2017

SECTION 3: Section 1.08.020:

““Day” means a business day, any day other than: (a) Saturday, (b) Sunday, and (c) any other day which is specified as a holiday in the Government Code, unless expressly described otherwise in this code.”

SECTION 4: Section 1.08.020 (K):

“K. “Personal property” includes money, goods, chattels, things in action and evidences of debt means every kind of property that is not real property.”

SECTION 5: Section 1.08.050 (C):

“C. Tenses. Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable. Words used in one tense include any other tense(s), as the context may require.”

SECTION 8: Section 1.04.100:

“If any section, subsection, sentence, clause or phrase of any ordinance codified in this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The Council hereby declares that it would have passed the ordinances codified in this code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, then the remaining portions of the original ordinance or ordinances codified in this code shall remain in full force and effect.”

SECTION 9: Section 1.08.080:

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, ~~unless the last day is Sunday or a holiday, in which case it shall also be excluded.~~

SECTION 10: Section 1.18.020:

Any remedies available to the City in a civil action are in addition to any other remedies available to the City under the Sand City Municipal Code, City ordinances and State ~~of~~ or federal law, and does not replace or supplant any such other remedy but are cumulative thereto.

SECTION 11: Section 2.60.010:

“The City of Sand City is a charter city under California law. The city charter was approved by voters on November 3, 1992, and ~~is as~~ assigned Charter Chapter Number 11 for publication in the Statutes of 1995 by the Secretary of State. The city may exercise all powers over its municipal affairs and welfare of its inhabitants as are conferred by the Constitution and laws of the State of California.”

SECTION 12: Section 3.24.020 (G):

“In determining whether a person is transient, the uninterrupted period of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.”

SECTION 13: Section 5.08.040:

“No person shall receive a profit, wage or salary from any bingo game authorized by Section ~~1-9~~ 19 of Article IV of the State Constitution and the ordinance codified in this chapter.”

SECTION 14: Section 3.01.030 (A):

“A. “City” shall mean the City of Sand City, California, including all the territory and jurisdiction thereof as presently constituted, and any and all of the same which shall later come into existence by any manner or means whatsoever.”

SECTION 15: Section 5.04.140:

“Every person required to have a license under the provisions of this chapter shall make application for the same to the tax collector of the city, and upon the payment of the prescribed tax law, the tax collector shall issue to such person a license which shall contain:...”

SECTION 16: Section 10.16.080:

“This request shall be made to the City within ten days after the mailing of notice of intention to abate and remove the vehicle or at the time of signing a release pursuant to Section 10.16.060.” ~~10.16.050.~~

SECTION 17: Section 15.04.030:

The City Council may by resolution adopt fee schedules relating to the processing of applications for permits for various aspects of development in the City, including, but not limited to, the subject matter of codes mentioned in Section 15.04.010 of this chapter.”

SECTION 18: Section 15.06.020:

“Whenever any of the amendments to the Building Code referred to in Section 15.06.010, and which are set forth in the remaining sections of this Chapter ~~15.09~~ 15.06,

conflict with the California Building Code, the amendments set forth in the remaining sections of this chapter shall control."

SECTION 19: Section 15.08.030:

"Whenever the Fire Chief has disapproved an application or refused to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted ~~intermitting~~, the applicant may appeal to the City Council by submitting, in writing, to the City Clerk and appeal on the decision of the Fire Chief."

SECTION 20: Section 15.08.040:

"Whenever any of the amendments to the Fire Code referred to in Section 15.08.010, and which are set forth in the remaining sections of this Chapter 15.08, conflict with the California Fire Code, the amendments set forth in the remaining sections of this chapter shall control."

SECTION 21: Section 15.08.290:

"The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less ~~then~~ than seventy-five decibels (75 dBa)."

SECTION 22: Section 15.10.020:

"The amendments set forth in the following sections in this chapter are amendments to the California Residential Code. Whenever the amendments to the Residential Code referred to in Section 15.10.010, and which are set forth in the remaining sections of this Chapter 15.10, conflict with the California Residential Code, the amendments set forth in this chapter shall control."

SECTION 23: Section 15.11.020:

"The amendments set forth in the following sections in this chapter are amendments to the California Plumbing Code. Whenever the amendments to the Plumbing Code referred to in Section 15.11.010, and which are set forth in the remaining sections of this Chapter 15.11, conflict with the California Plumbing Code, the amendments set forth in this chapter shall control."

SECTION 24: Section 18.64.040:

"Each off-street parking space ~~shall~~ shall be of usable shape, arrangement and condition and shall be not less than eight and one-half (8-1/2) feet by nineteen (19) feet measured along the angle of parking and a compact parking space eight and one-half (8-1/2) feet by sixteen (16) feet."

SECTION 25: Section 18.88.010 (III):

“III. “Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified), of floods of various magnitudes and frequencies in the floodplains ~~of coastal or areas~~ within Sand City.”

SECTION 27: Section 12.16.290 (E)(1):

“E. Permits and Construction.

1. Except as expressly provided in this section ~~12.16.290~~, the provisions of Sand City Municipal Code Sections ~~5.12.070, 5.12.120, 5.12.130, 5.12.140, 5.12.170, 5.12.180, 5.12.190 and 5.12.200~~ 12.16.070, 12.16.120, 12.16.130, 12.16.140, 12.16.170, 12.16.180, 12.16.190 and 12.16.200 shall apply to all work performed by or on behalf of a State franchise holder on any City public rights-of-way, public property, or City easement as those terms are defined in ~~Chapter 5.12 of~~ the Sand City Municipal Code.”

SECTION 28: Section 12.16.290:

“For purposes of this Section 12.16.290, the following terms, phrases, words, and their derivations shall have the meaning given in this subsection B. Unless otherwise expressly stated, words not defined in this Section 12.16.290 shall be given the meaning set forth in Section ~~5.12.010~~ 12.16.010 of the Sand City Municipal Code as may be amended from time to time, unless the context indicates otherwise. Words not defined in this subsection B or Section ~~5.12.010~~ 12.16.010 of the Sand City Municipal Code shall have the same meaning as established in (1) DIVCA, and if not defined therein, (2) Commission rules implementing DIVCA, and if not defined therein, (3) Title VI of Title 47 of the Communications Act of 1934, as amended, 47USC § 521 et. seq., and if not defined therein (4) their common and ordinary meaning.”

SECTION 29:

Section 5.04.380

~~Any person violating any part of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars or by imprisonment for a term not exceeding six months, or both.~~

Section 5.08.170

~~It is a misdemeanor for any person to violate any provision of this chapter, other than Section 5.08.040, and upon conviction thereof is punishable by a fine of not to exceed one thousand dollars or by both such fine and imprisonment.~~

Section 5.16.220

~~A. Any person violating or failing to comply with any of the following provisions of this chapter shall be guilty of a misdemeanor: B. Any person violating or failing to comply~~

~~with any of the other provisions of this chapter shall be guilty of an infraction.~~

Section 6.02.060

~~Any violation of this section shall constitute an infraction, and may be enforced pursuant to Chapter 1.16 of the Sand City Municipal Code.~~

Section 8.04.030

~~Each violation of this chapter is an infraction punishable as provided in Section 1.16.020.~~

Section 8.12.090

~~B. Any person who violates any provisions of the following sections of this chapter shall be deemed guilty of a misdemeanor: Sections 8.12.050 through 8.12.090.~~

Section 8.16.110

~~Any person who violates the provisions of this chapter shall be guilty of a misdemeanor. Such penalties are nonexclusive and shall prohibit or prevent the city from concurrently or separately pursuing any other remedy at law.~~

Section 8.20.040

~~Violation of this chapter shall constitute a misdemeanor and shall be punishable by a fine not to exceed the sum of five hundred dollars.~~

Section 8.22.140

~~Penalty for violations. Any persons violating any of the provisions of this chapter shall be deemed guilty of an infraction and upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars.~~

Section 9.04.010

~~B. Any person violating any part of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.~~

Section 9.12.030

~~Any person violating any part of this chapter shall be guilty of an infraction, and upon commission thereof shall be punishable upon a first conviction by a fine not exceeding fifty dollars and for a second conviction within a period of one year by a fine of not exceeding one hundred dollars and for a third or any subsequent conviction within a period of one year by a fine of not exceeding two hundred fifty dollars.~~

Section 9.16.050

~~Any person violating any part of this chapter shall be guilty of a misdemeanor and upon commission thereof shall be punishable upon first conviction by a fine not exceeding two hundred fifty dollars and for a second conviction by a fine not exceeding five hundred dollars. In~~

~~addition, violation of any section of this chapter shall be heard by a court of competent jurisdiction.~~

Section 9.20.050

~~Any person violating any part of section 9.20.030 shall be guilty of a misdemeanor and upon commission thereof shall be punishable by a fine not exceeding five hundred dollars and/or six months confinement in county jail.~~

Section 9.25.030

~~Any person violating any part of this Chapter shall be guilty of a misdemeanor and upon commission thereof shall be punishable upon first conviction by a fine not exceeding one hundred dollars and for a second conviction within a period of one year by a fine not exceeding two hundred dollars and for a third or any subsequent conviction within a period of one year by a fine not exceeding three hundred dollars.~~

Section 9.26.020

~~Any person violating any part of this chapter shall be guilty of a misdemeanor and upon commission thereof shall be punishable upon first conviction by a fine not exceeding one hundred dollars and for a second conviction within a period of one year by a fine not exceeding two hundred dollars and for a third or any subsequent conviction within a period of one year by a fine not to exceed three hundred dollars.~~

Section 9.27.040

~~Notwithstanding any other provisions of this Code, any person who shall violate the provisions of this chapter shall be deemed guilty of an infraction, and upon conviction thereof, shall be punished by a fine not to exceed \$25.00 for each such violation.~~

Section 10.16.010(B)

~~B. Any person violating any part of this section shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00), or by imprisonment for a term not exceeding six months, or both.~~

Section 10.16.110

~~Any person violating any part of this article shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a term not exceeding six months, or both.~~

Section 10.20.040

~~Any person violating any part of this chapter shall be guilty of an infraction, which upon conviction thereof shall be punishable by a fine not to exceed the maximum amount prescribed by law.~~

Section 13.04.280

~~Any person violating any part of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both~~

Section 15.16.040

~~Violations of this chapter shall constitute a misdemeanor punishable by a fine of five hundred dollars.~~

SECTION 30: Section 1.16.010:

"1.16.010 Violation—Infraction.

A. Except as expressly set forth in Section 1.16.020, or as otherwise expressly provided in this Code, the violation of any provision or section of the Sand City Municipal Code, or the failing to comply with any mandatory requirement of an ordinance of the City, shall be an infraction.

B. Any person violating any provision or section of the Sand City Municipal Code or ordinance of the City, shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of any provision or section of the Sand City Municipal Code or ordinance of the City is committed, continued or permitted by such person, and shall be punishable accordingly.

C. Any person convicted of an infraction under the provisions of the Sand City Municipal Code or ordinance of the City shall be punishable by: (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision or ordinance within one (1) year; (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision or ordinance within one (1) year.

D. Notwithstanding any other provision of this code, a violation of any requirement of Title 15 of this Code is punishable by: (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding five hundred dollars (\$500.00) for a second violation of the same ordinance within one year; (3) a fine not exceeding one thousand dollars (\$1,000.00) for each additional violation of the same ordinance within one (1) year of the first violation."

SECTION 31: Section 1.16.020:

"1.16.020 Violation—Misdemeanor.

A. Any violation which would otherwise be an infraction under Section 1.16.010 may, in the discretion of the ~~Sand City~~ City Attorney, be charged and prosecuted as a

misdemeanor, if a defendant has been convicted of one or more violations of the same provision of the Sand City Municipal Code or ordinance, and such convictions are admitted by the defendant or alleged in the accusatory pleading. For this purpose, a bail forfeiture shall be deemed a conviction of the offense charged.

B. Any person convicted of a misdemeanor under the provisions of the Sand City Municipal Code, unless provision is otherwise herein made, shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the County jail for a period of not more than six (6) months, or both."

SECTION 32: Section 1.16.040:

"1.16.040 Declaration of a Nuisance

~~Any condition existing in violation of the Sand City Municipal code or a City Ordinance is hereby declared to be a public nuisance. In addition to the penalties and remedies set forth elsewhere in this code, each and every violation of this code shall also constitute a public nuisance."~~

SECTION 33: Section 2.12.120:

~~"It shall be a misdemeanor, punishable by fine of not to exceed \$500 or by imprisonment for not to exceed six months, or both, is unlawful for any person, during an emergency, to:~~

A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ~~ordinance chapter~~, or in the performance of any duty imposed upon him or her by virtue of this ~~ordinance chapter~~.

B. Do any act forbidden by any lawful rule or regulation issued pursuant to this ~~ordinance chapter~~, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of Sand City, or to prevent, hinder, or delay the defense or protection thereof.

C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the ~~s~~State."

SECTION 34: Section 6.24.010:

~~"Any person violating any provision of~~ It is unlawful for any person to violate this title or in any manner interferes or attempts to interfere with or in any manner interfere or attempt to interfere with any duly authorized enforcement officer in the performance of any duty imposed by the provisions of this title, ~~and every person who unlawfully takes or attempts to take~~ It is unlawful for any person to unlawfully take or attempt to take any dog or other animal seized pursuant to the provisions of this title from the custody of any duly authorized enforcement

~~officer, and any person who removes or attempts to remove~~ It is unlawful for any person to remove or attempt to remove from the public pound any dog or other animal impounded therein without first having redeemed the same as provided in this title, or obtained the permission of an authorized enforcement officer to do so. ~~is guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not exceeding six (6) months, or both."~~

SECTION 35: Section 8.08.020:

~~"Any person possessing safe and sane fireworks with the intent to sell or discharge, selling, displaying, exploding, using or lighting safe and sane fireworks, or participating in any such activity within the city shall be guilty of a misdemeanor.~~

It is unlawful for any person to possess safe and sane fireworks with the intent to sell or discharge, to sell, display, explode, use or light safe and sane fireworks, or participate in any such activity within the City."

~~Upon conviction of violating this chapter, each person shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. "~~

SECTION 36: Section 9.08:

~~"Every person under the age of eighteen years who loiters~~ It is unlawful for any person under the age of eighteen (18) years to loiter in or about any public street or other public place or any place open to the public in the City between the hours of ten 10:00 p.m. and the time of sunrise of the following day when not accompanied by his or her parent, guardian or other adult person having the legal care, custody or control of such person."

~~shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the County jail for not more than six (6) months, or both"~~

SECTION 37: Section 9.20.030:

~~"It shall be~~ is unlawful to shoot, fire or discharge, or permit to be discharged any pistol, rifle, shotgun, cannon or other firearms or devices discharged by explosives, when not ~~Not~~ in necessary self-defense, or in the performance of official duty within the City limits."

SECTION 38: Section 10.30.170:

"10.30.170 Prohibited Acts/Penalty.

A. Unlawful to Abandon or Store—Exception. It is unlawful ~~and a misdemeanor~~ for any person to abandon, park, store, or leave or permit the abandonment, parking, storing, or leaving of any licensed or unlicensed vehicle or part thereof which is in an abandoned, wrecked, dismantled, or inoperative condition upon any private property or public

property not including City streets within the City for a period in excess of thirty (30) days, unless such vehicle or part thereof is completely enclosed within a building in a lawful manner where it is not plainly visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a junkyard.

B. Unlawful to Fail or Refuse to Remove. It is unlawful ~~and a misdemeanor~~ for any person to fail or refuse to remove an abandoned, wrecked, dismantled, or inoperative vehicle or part thereof, or refuse to abate such nuisance when ordered to do so in accordance with the abatement provisions of this chapter or State law where such State law is applicable.

C. No person shall abandon a vehicle upon any highway. ~~Any violation of this section constitutes an infraction.~~

D. ~~Every~~ No person ~~who~~ shall park or leave a vehicle on a highway for seventy-two (72) consecutive hours or more. ~~is guilty of an infraction.~~

E. No person shall abandon a vehicle upon public or private property without the express or implied consent of the owner or person in lawful possession or control of the property. ~~Any violation of this section constitutes a misdemeanor.~~

F. Any person convicted of a violation of this section shall be billed as set forth in Sections 10.30.070 and 10.30.071 of this chapter, or shall be punished by a fine of not less than one hundred dollars (\$100.00) and shall provide proof that the costs of removal and disposition of the vehicle have been paid. No part of any fine imposed shall be suspended. The fine may be paid in installments if the court determines that the defendant is unable to pay the entire amount in one payment.

G. Proof that the costs of removal and disposition of the vehicle have been paid shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court."

SECTION 39: Section 12.08.120:

"12.08.120 Prohibited Acts Violation—Penalty.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter." ~~Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for each day during any portion of which any violation of any of the provisions of this chapter is committed, continued or permitted by such person, and shall be punishable therefor as provided for in this chapter.~~

SECTION 40: Section 1.04.040:

~~1.04.040 — Ordinances passed prior to adoption of this code. The last ordinance included in this code was Ordinance 87-5 passed May 14, 1987. The following ordinances passed subsequent to Ordinance 87-5, but prior to adoption of this code, are hereby adopted and made a part of this code: Ordinances 87-6 and 87-7.~~

SECTION 41: Section 1.04.080:

~~1.04.080 — Effect of code on past acts and obligations. Neither the adoption of this code nor the repeal or amendment hereby of any ordinance or part or portion of any ordinance of the city of Sand City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date, hereof, nor be construed as a waiver of any license, fee, or penalty as said effective date due and unpaid under such ordinances, nor be construed as affecting any of the provisions of such ordinances relating to the collection of any such license, fee, or penalty, or the penal validity of bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance and all rights and obligations thereunder appertaining shall continue in full force and effect.~~

CITY OF SAND CITY

ORDINANCE NO. _____ (2017)

AN ORDINANCE OF THE CITY OF SAND CITY AMENDING CERTAIN PROVISIONS OF THE SAND CITY MUNICIPAL CODE TO MAKE NON-SUBSTANTIVE GRAMMATICAL AND SPELLING CHANGES; TO REMOVE REDUNDANT PROVISIONS; TO GRANT THE CITY CLERK AUTHORITY TO MAINTAIN AND TO RE-PUBLISH THE CODE; TO UPDATE MUNICIPAL CODE PENALTY SECTIONS IN ORDER TO REMOVE REDUNDANT PROVISIONS AND TO RAISE PENALTY AMOUNTS TO THOSE ALLOWED UNDER STATE LAW

WHEREAS, the City Council desires to grant to the City Clerk the authority to republish the Code, making non-substantive formatting and editorial changes; and

WHEREAS, the City Council desires to grant to the City Clerk of Sand City the authority to maintain and update the Sand City Municipal Code ("Code") making non-substantive changes on a regular basis, including indexing, recompiling, and re-codifying, and making non-substantive formatting and editorial changes as is necessary in the interest of clarity; and

WHEREAS, Quality Code Publishing ("QCP") was retained by the City to review the Code in order to identify and revise those provisions that require clarification or deletion prior to re-publishing the Code; and

WHEREAS, QCP and the City Attorney have identified several sections of the Code in need of revision including inadequate definitional sections, gender specific language, grammatical and spelling errors, missing words, and redundancies; and

WHEREAS, the City Council wishes to revise the Code in the manner recommended by QCP and the City Attorney; and

WHEREAS, an update to the Code is necessary in order to streamline and clarify certain provisions of the Code in an effort to promote ease of use; and

WHEREAS, the revised Code will protect the public health, safety and welfare by ensuring the Code provides for the sound and orderly administration of the City's rules and regulations; and

WHEREAS, Chapter 5.12 Cable Television is repeated in its entirety in Chapter 12.16 of the Code and therefore redundant; and

WHEREAS, certain penalty sections within the Code are rendered redundant by Chapter 1.16 (General Penalty) which sets forth the penalties for violations of the Code; and

WHEREAS, the City Council desires to increase the maximum allowable monetary penalties for violations of the Code, to the amounts allowed under state law; and

NOW, THEREFORE, the City Council of the City of Sand City does hereby ordain that:

Authorization to the City Clerk

SECTION 1: The City Clerk of Sand City is hereby authorized and directed to republish the Sand City Municipal Code incorporating the non-substantive changes identified by Quality Code Publishing (“QCP”) and the City Attorney, and incorporating the “Standard Editorial Procedures” recommended by QCP, a copy of which is attached hereto as “Exhibit A” and incorporated by this reference as though fully set forth herein.

SECTION 2: The City Clerk of Sand City is hereby authorized and directed to provide ongoing maintenance of the Sand City Municipal Code by making non-substantive indexing, editorial and formatting changes except as expressly provided in a specific ordinance or Chapter.

Definitional Sections Revised

SECTION 3: Section 1.08.020 is hereby amended to add the following definition:

““Day” means a business day, any day other than: (a) Saturday, (b) Sunday, and (c) any other day which is specified as a holiday in the Government Code, unless expressly described otherwise in this code.”

SECTION 4: Section 1.08.020 (K) of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

““Personal property” means every kind of property that is not real property.”

SECTION 5: Section 1.08.050 (C) of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

“C. Tenses. Words used in one tense include any other tense(s), as the context may require.”

Revisions to Improve Clarity and Correct Minor Errors

SECTION 6: The Sand City Municipal Code is hereby amended to change the word “ordinance” to “chapter” wherever the word “ordinance” refers to a chapter of the Code.

SECTION 7: The Sand City Municipal Code is hereby amended to change the phrase “it shall be unlawful” to the present tense “it is unlawful” wherever the present tense comports with the meaning of the section of the Code the phrase is placed in.

SECTION 8: Section 1.04.100 of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

“If any section, subsection, sentence, clause or phrase of any ordinance codified in this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The Council hereby declares that it would have passed the ordinances codified in this code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, then the remaining portions of the ordinance codified in this code shall remain in full force and effect.”

SECTION 9: Section 1.08.080 of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

“1.08.080 Computation of Time.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day.”

SECTION 10: Section 1.18.020 of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

“1.18.020 Remedies Cumulative.

Any remedies available to the City in a civil action are in addition to any other remedies available to the City under the Sand City Municipal Code, City ordinances and State or federal law, and do not replace or supplant any such other remedy but are cumulative thereto.”

SECTION 11: Section 2.60.010 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“The City of Sand City is a charter city under California law. The City Charter was approved by voters on November 3, 1992, and is assigned Charter Chapter Number 11 for publication in the Statutes of 1995 by the Secretary of State. The City may exercise all powers over its municipal affairs and the welfare of its inhabitants as are conferred by the Constitution and laws of the State of California.”

SECTION 12: Section 3.24.020 (G) of the Sand City Municipal Code is hereby amended as follows:

Add the word “the” before “uninterrupted time”.

SECTION 13: Section 5.08.040 of the Sand City Municipal Code is hereby amended as follows:

“Section 1.9” should be amended to read “section 19.”

SECTION 14: Section 3.01.030 (A) of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“A. “City” shall mean the City of Sand City, California, including all the territory and jurisdiction thereof as presently constituted, and any and all of the same which shall later come into existence by any manner or means whatsoever.”

SECTION 15: Section 5.04.140 of the Sand City Municipal Code is hereby amended as follows:

The word “law” is changed to the word “tax”.

SECTION 16: The reference to “section 10.16.050” in section 10.16.080 is hereby changed to reference section “10.16.060”.

SECTION 17: Section 15.04.030 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“15.04.030 Fee Schedules.

The City Council may by resolution adopt fee schedules relating to the processing of applications for permits for various aspects of development in the City, including, but not limited to, the subject matter of codes mentioned in Section 15.04.010 of this chapter.”

SECTION 18: Section 15.06.020 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“Whenever any of the amendments to the Building Code referred to in Section 15.06.010, and which are set forth in the remaining sections of this Chapter 15.06, conflict with the California Building Code, the amendments set forth in the remaining sections of this chapter shall control.”

SECTION 19: Section 15.08.030 of the Sand City Municipal Code is hereby amended as follows:

The word “intermitting” is changed to “interpreted”.

SECTION 20: Section 15.08.040 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“The Amendments set forth in the following sections in this Chapter 15.08 are amendments to the California Fire Code. Whenever any of the amendments to the Fire Code referred to in Section 15.08.010, and which are set forth in the remaining sections

of this Chapter 15.08 conflict with the California Fire Code, the amendments set forth in the remaining sections of this chapter shall control.”

SECTION 21: Section 15.08.290 of the Sand City Municipal Code is hereby amended as follows:

The word “then” is changed to “than”.

SECTION 22: Section 15.10.020 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“The amendments set forth in the following sections in this chapter are amendments to the California Residential Code. Whenever the amendments to the Residential Code referred to in Section 15.10.010, and which are set forth in the remaining sections of this Chapter 15.10, conflict with the California Residential Code, the amendments set forth in this chapter shall control.”

SECTION 23: Section 15.11.020 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“The amendments set forth in the following sections in this chapter are amendments to the California Plumbing Code. Whenever the amendments to the Plumbing Code referred to in Section 15.11.010, and which are set forth in the remaining sections of this Chapter 15.11, conflict with the California Plumbing Code, the amendments set forth in this chapter shall control.”

SECTION 24: Section 18.64.040 of the Sand City Municipal Code is hereby amended as follows:

The word “shrill” is changed to “shall”.

SECTION 25: Section 18.88.010 (III) of the Sand City Municipal Code is hereby amended in its entirety to read as follows:

“III. “Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified), of floods of various magnitudes and frequencies in the floodplains within Sand City.”

Removing Redundant Sections

SECTION 26: Section Chapter 5.12 of the Sand City Municipal Code is hereby repealed in its entirety.

SECTION 27: Section 12.16.290 (E)(1) of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

"E. Permits and Construction.

1. Except as expressly provided in this section, the provisions of Sand City Municipal Code Sections 12.16.070, 12.16.120, 12.16.130, 12.16.140, 12.16.170, 12.16.180, 12.16.190 and 12.16.200 shall apply to all work performed by or on behalf of a State franchise holder on any City public rights-of-way, public property, or City easement as those terms are defined in the Sand City Municipal Code."

SECTION 28: In section 12.16.290 of the Sand City Municipal Code, all references to "section 5.12.010" shall be changed to refer to "section 12.16.010".

Consolidating Penalty Sections

SECTION 29: The following penalty sections of the Sand City Municipal Code are hereby repealed in their entirety: Sections 5.04.380; 5.08.170; 5.16.220; 6.02.060; 8.04.030; 8.12.090(B); 8.16.110; 8.20.040; 8.22.140; 9.04.010(B); 9.12.030; 9.16.050; 9.20.05; 09.25.030; 9.26.020; 9.27.040; 10.16.010(B); 10.16.110; 10.20.040; 13.04.280; 15.16.040.

SECTION 30: Section 1.16.010 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

"1.16.010 Violation—Infraction.

A. Except as expressly set forth in Section 1.16.020, or as otherwise expressly provided in this Code, the violation of any provision or section of the Sand City Municipal Code, or the failing to comply with any mandatory requirement of an ordinance of the City, shall be an infraction.

B. Any person violating any provision or section of the Sand City Municipal Code or ordinance of the City, shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of any provision or section of the Sand City Municipal Code or ordinance of the City is committed, continued or permitted by such person, and shall be punishable accordingly.

C. Any person convicted of an infraction under the provisions of the Sand City Municipal Code or ordinance of the City shall be punishable by: (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision or ordinance within one (1) year; (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision or ordinance within one (1) year.

D. Notwithstanding any other provision of this code, a violation of any requirement of Title 15 of this Code is punishable by: (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding five hundred dollars (\$500.00) for a second violation of the same ordinance within one year; (3) a fine not exceeding one thousand dollars (\$1,000.00) for each additional violation of the same ordinance within one (1) year of the first violation."

SECTION 31: Section 1.16.020 of the Sand City Municipal Code is amended to read in its entirety as follows:

“1.16.020 Violation—Misdemeanor.

A. Any violation which would otherwise be an infraction under Section 1.16.010 may, in the discretion of the City Attorney, be charged and prosecuted as a misdemeanor, if a defendant has been convicted of one or more violations of the same provision of the Sand City Municipal Code or ordinance, and such convictions are admitted by the defendant or alleged in the accusatory pleading. For this purpose, a bail forfeiture shall be deemed a conviction of the offense charged.

B. Any person convicted of a misdemeanor under the provisions of the Sand City Municipal Code, unless provision is otherwise herein made, shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the County jail for a period of not more than six (6) months, or both.”

SECTION 32: Section 1.16.040 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“1.16.040 Declaration of a Nuisance

In addition to the penalties and remedies set forth elsewhere in this code, each and every violation of this code shall also constitute a public nuisance.”

SECTION 33: Section 2.12.120 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“2.12.120 Prohibited Acts.

It is unlawful for any person, during an emergency, to:

A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him or her by virtue of this chapter.

B. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of Sand City, or to prevent, hinder, or delay the defense or protection thereof.

C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.”

SECTION 34: Section 6.24.010 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“6.24.010 Prohibited Acts.

It is unlawful for any person to violate this title or in any manner interfere or attempt to interfere with any duly authorized enforcement officer in the performance of any duty imposed by the provisions of this title. It is unlawful for any person to unlawfully take or attempt to take any dog or other animal seized pursuant to the provisions of this title from

the custody of any duly authorized enforcement officer. It is unlawful for any person to remove or attempt to remove from the public pound any dog or other animal impounded therein without first having redeemed the same as provided in this title, or obtained the permission of an authorized enforcement officer to do so.”

SECTION 35: Section 8.08.020 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“8.08.020 Prohibited Acts.

It is unlawful for any person to possess safe and sane fireworks with the intent to sell or discharge, to sell, display, explode, use or light safe and sane fireworks, or participate in any such activity within the City.”

SECTION 36: Section 9.08 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“9.08.010 Public Loitering of Juveniles.

It is unlawful for any person under the age of eighteen (18) years to loiter in or about any public street or other public place or any place open to the public in the City between the hours of 10:00 p.m. and the time of sunrise of the following day when not accompanied by his or her parent, guardian or other adult person having the legal care, custody or control of such person.”

SECTION 37: Section 9.20.030 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“9.20.030 Unauthorized Discharge of Firearms Prohibited.

It is unlawful to shoot, fire or discharge, or permit to be discharged any pistol, rifle, shotgun, cannon or other firearms or devices discharged by explosives, when not in necessary self-defense, or in the performance of official duty within the City limits.”

SECTION 38: Section 10.30.170 of the Sand City Municipal Code is amended to read in its entirety as follows:

“10.30.170 Prohibited Acts/Penalty.

A. Unlawful to Abandon or Store—Exception. It is unlawful for any person to abandon, park, store, or leave or permit the abandonment, parking, storing, or leaving of any licensed or unlicensed vehicle or part thereof which is in an abandoned, wrecked, dismantled, or inoperative condition upon any private property or public property not including City streets within the City for a period in excess of thirty (30) days, unless such vehicle or part thereof is completely enclosed within a building in a lawful manner where it is not plainly visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a junkyard.

B. **Unlawful to Fail or Refuse to Remove.** It is unlawful for any person to fail or refuse to remove an abandoned, wrecked, dismantled, or inoperative vehicle or part thereof, or refuse to abate such nuisance when ordered to do so in accordance with the abatement provisions of this chapter or State law where such State law is applicable.

C. No person shall abandon a vehicle upon any highway.

D. No person shall park or leave a vehicle on a highway for seventy-two (72) consecutive hours or more.

E. No person shall abandon a vehicle upon public or private property without the express or implied consent of the owner or person in lawful possession or control of the property.

F. Any person convicted of a violation of this section shall be billed as set forth in Sections 10.30.070 and 10.30.071 of this chapter, or shall be punished by a fine of not less than one hundred dollars (\$100.00) and shall provide proof that the costs of removal and disposition of the vehicle have been paid. No part of any fine imposed shall be suspended. The fine may be paid in installments if the court determines that the defendant is unable to pay the entire amount in one payment.

G. Proof that the costs of removal and disposition of the vehicle have been paid shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court.”

SECTION 39: Section 12.08.120 of the Sand City Municipal Code is amended to read in its entirety as follows:

“12.08.120 Prohibited Acts.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter.”

Outdated Sections Removed:

SECTION 40: Section 1.04.040 of the Sand City Municipal Code is hereby repealed in its entirety.

SECTION 41: Section 1.04.080 of the Sand City Municipal Code is hereby repealed in its entirety

SECTION 42: Effective Date. This Ordinance shall become effective thirty (30) days following the second reading of approval of this Ordinance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SAND CITY, this _____ day of _____, 2017 by the following vote:

**AYES:
NOES:
ABSTAIN
ABSENT:**

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

QCP STANDARD EDITORIAL PROCEDURES

Following is a brief overview of QCP's editorial procedures, which are generally based on the Associated Press (AP) style handbook. These guidelines may be amended as the City/County prefers.

A. Capitalization

1. Federal, State, County and City officers and agencies are capitalized. Examples:
 - a. Federal:
"Internal Revenue Service"
"Federal Communications Commission"
 - b. State:
"State Board of Education"
"State Treasurer"
 - c. County:
"County Board of Health"
"County Auditor"
 - d. City:
"City Clerk," "Mayor"
"Planning Commission"
2. Whenever the words "federal, state, county" appear alone, and not as part of the title of an officer or agency, they will not be capitalized, unless appearing in the phrase "the County" or "the State."
3. References to parts of the code will be capitalized when followed by a number, as in "Section 2.12.010," "Chapter 2.12," "Article 1," "Title 2," etc.; however, references without numbers will not be capitalized, as in "this section," "this chapter," "this title," etc.
4. Regarding references to the City's municipal code, when it is the full title of the code, as in "The City of Ozmandias Municipal Code," it will be capitalized, but "the municipal code," or "this code," not capitalized.
5. Generic noun phrases such as the names of permits, plans, funds, fees, etc., will not be capitalized, as in "specific plan," "conditional use permit," "general fund"; however, if appearing as part of a specific name, they will be capitalized, as in "the Trojan Horse Specific Plan," or "the King Midas General Fund."

B. Numerals - Numbers in the text of the code will be written out followed by the numeral in parentheses. Exceptions to the rule are numbers that appear as part of a table, in boundary descriptions, dates, times, fractions or decimals.

Example of how numbers would appear in the text:

Seven (7) days
Eighty (80) feet
Two hundred fifty three dollars (\$253.00) Fifteen
percent (15%)

The following types of numbers would not be written out:

7:00 p.m., 8:00 a.m.
March 24, 1994
0.86 feet south
56°45 '61"

C. Outlining

Whenever a code section, because of its length, requires a logical division into lettered and numbered parts, the following system of lettering, numbering, and indentation will be used:

A., B., C., etc. will indicate subsections, the first level of division I

2., 3., etc. will indicate paragraphs, the second level of division.

a., b., c., etc. will indicate subparagraphs, the third level of division.

i., ii., iii., etc. will indicate subdivisions the fourth level of division.

(A), (B), (C), etc. will indicate the fifth level of division. (1),

(2), (3), etc., will indicate the sixth level of division.

(a), (b), (c), etc. will indicate the seventh level of division.

In sections that contain lists of definitions individual definitions will not be lettered or numbered. Definitions will be set out in alphabetical order so as to allow the easy insertion/deletion of definitions into long lists.

For example:

"Bicycle parking zone" means that space reserved exclusively for the parking of bicycles.

"Block" means one side of any street between the next intersecting streets.

"Curb" means the lateral boundary of the roadway whether such curb is marked by curbing construction or not.

D. Section History Notes

Ordinance history will be tied to code sections and placed at the end of a section. Section ordinance history notes are arranged with ordinances in chronological order, separated by semicolons, latest ordinance first.

Examples:

(204 5, 1970; 146 4, 1967)

(594 2, 1972; 398 1, 1969; 43 2, 1960)

E. Changing Language to be Gender Neutral

We will make the entire code gender neutral.

Examples:

"He" to "he or she," as in "The City Manager shall prepare the budget annually and submit it to the City Council, and he or she shall be responsible for its administration after adoption.

"His," "him" or "himself" to be "his or her," "him or her" or "himself or herself," as in "The City Manager may designate in writing a qualified administrative officer of the City to perform his or her duties during his or her temporary absence.

"Policeman" to "police officer," "fireman" to "firefighter," "councilman" to "councilmember," "chairman" to "chairperson," "flagman" to "flagger," etc.

F. Spelling

QCP's spelling of some words often found in municipal codes: stormwater, groundwater, newsracks, mobilehome, single-family, multifamily, nonresidential, nonconforming. In general, an attempt is made to eliminate unnecessary hyphenation.

AGENDA ITEM

9A

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: July 12, 2017
Subject: Review and Consider City Council Committee Appointments as Recommended by Mayor Mary Ann Carbone

Background

The attached list of proposed 2017 City Council committee assignments includes City Council and Staff Committees, Ad Hoc Committees, appointments to other Committees including county and regional committees, and City Council appointments of citizens, property owners, and people to other agencies. The Mayor has created a list of committee representatives with approval tonight by the City Council at which time these appointments will become effective. The changes/updates have been highlighted in 'bold'. Meeting information has been added to the representative list.

Staff Recommendation

Staff recommends approval of the attached committee list.

CITY OF SAND CITY
RESOLUTION SC ____, 2017

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY CONTINUING AND
UPDATING THE APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL AGENCIES
AND BOARDS EFFECTIVE JULY 18, 2017**

WHEREAS, the Sand City Council has appointed representatives who have represented the City of Sand City well in the past on their respective board assignments; and

WHEREAS, the attached Sand City Representatives List also reflects Staff appointments to various agencies and organizations; and

WHEREAS, the Sand City Representatives List also includes the appointments of Sand City business owners, City Administrator-Staff Members, and property owners to Advisory Committees as listed in Section D of the attached Exhibit A; and

WHEREAS, with the retirement of the Sand City Mayor, appointments of the New Sand City Mayor, Vice Mayor, and New City Council Members, the attached Sand City Representatives List has been updated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby extends the appointments including changes as listed on Exhibit A, attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council this ____, day of July, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

SAND CITY REPRESENTATIVES LIST**A. SELECTION OF VICE-MAYOR and SUCCESSOR AGENCY VICE-CHAIR
Year 2017: Jerry Blackwelder (as of May 2, 2017)****B. APPOINTMENT OF CITY REPRESENTATIVES TO VARIOUS AGENCIES/
ORGANIZATIONS - Year 2017**

		<u>Agency Telephone</u>
<u>AMBAG</u> <i>2nd Tuesday each month @ 6:00 p.m.</i>	Board: Mayor Mary Ann Carbone/Jerry Blackwelder Technical/Planning: Todd Bodem/Charles Pooler	883-3750
<u>Ambag: (RAC) Regional Advisory Committee</u>	VACANT	883-3750
<u>Airport Land Use Commission</u> <i>4th Monday each month @ 3:00 p.m.</i>	Mayor Mary Ann Carbone	755-5066
<u>Chambers of Commerce</u>	Sand City/Seaside: Todd Bodem	394-6501
<u>Community Human Services</u> <i>3rd Thursday each month @ 11:00 a.m.</i>	Board: Mayor Mary Ann Carbone/Linda Scholink	899-4131
<u>Fort Ord Reuse Authority (FORA)</u> <i>2nd Friday each month @ 2:00 p.m.</i>	Board: Mayor Mary Ann Carbone/Jerry Blackwelder Admin.Committee: Todd Bodem Working Group: Todd Bodem	883-3672
<u>League of Ca.Cities Legislative Liaison Team</u>	Mayor Mary Ann Carbone/ Jerry Blackwelder	915-8293
<u>MBAIF/MBASIA</u> <u>Mty Bay Area Self Ins. Authority</u> <i>Quarterly or as Needed</i>	Linda Scholink/Todd Bodem	438-0267
<u>Monterey County Convention & Visitors Bureau</u> <i>1st Tuesday of each month or as needed</i>	Executive Committee: Gregory Hawthorne	1-877-Monterey
<u>MRWPCA (Mty Reg. Water Pollution Control Agency)</u> <i>last Monday of each month @ 6:00 p.m.</i>	Board: Mayor Mary Ann Carbone/Jerry Blackwelder	372-3367
<u>Mosquito Abatement District</u> <i>2nd Tuesday @ 12:00 Noon</i>	Board: Mayor Mary Ann Carbone	373-2483
<u>Monterey County Bus. Council</u>	Todd Bodem/Linda Scholink	833-9443
<u>Monterey County Commission on Disabilities</u> <i>last Monday of each month @ 2:00 pm</i>	Kristen McDaniel	755-5117

SAND CITY REPRESENTATIVES LIST

<u>Monterey County Mayor's Association</u> <i>1st Friday of each month @ 12:00 Noon</i>	Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	429-6605
<u>MoCo Integrated Waste Management (Task Force)</u>	VACANT / Alternate: Charles Pooler	755-8909
<u>Monterey Peninsula Chamber of Commerce</u>	Gregory Hawthorne / Todd Bodem	648-5360
<u>Monterey-Salinas Transit District (MST)</u> <i>2nd Monday of each month @10:00 a.m.</i>	Board: Mayor Mary Ann Carbone Alternate: Craig Hubler	1-888-678-8271
<u>Monterey Regional Waste Management District</u> <i>3rd Friday each month @ 9:30 a.m.</i>	Board: Jerry Blackwelder/ Mary Ann Carbone Tech Comm: Todd Bodem/Charles Pooler	384-5313 755-8923
<u>Monterey Peninsula Water Management District</u> <i>3rd Monday of each month @ 7:00 p.m.</i>	Policy Advisory Committee: Mayor Mary Ann Carbone/Todd Bodem Technical Advisory: Todd Bodem	658-5600
<u>MPWMD Ordinance 152 Oversight Panel</u>	VACANT	658-5600
<u>Monterey Peninsula Regional Water Authority (MPRWA)- JPA</u> <i>2nd/4th Thursday of each month @ 7:00 p.m.</i>	Board: Mayor Mary Ann Carbone Alternate: Vice Mayor Jerry Blackwelder	
<u>Regional Taxi Authority</u>	Board: Mayor Mary Ann Carbone Alternate: Craig Hubler	1-888-678-8271
<u>Sanctuary Scenic Trail</u>	Board: Todd Bodem/Charles Pooler	755-0903
<u>Sand City Oversight Board (Successor Agency)</u>	Board: Todd Bodem/Linda Scholink Alternate: Kelly Morgan	394-3054
<u>Seaside County Sanitation District</u> <i>2nd Tuesday of each month @ 9:30 a.m.</i>	Board: Jerry Blackwelder/Craig Hubler	899-6200
<u>TAMC</u> <i>4th Wednesday of each month @ 9:00 a.m.</i>	Board: Todd Bodem BIKE: Charles Pooler RAIL: Todd Bodem/Leon Gomez TAC: Todd Bodem/Leon Gomez	755-0903

SAND CITY REPRESENTATIVES LIST

WaterMaster Board (Seaside
Groundwater Basin)
*1st Wednesday of each month @ 2:00
p.m.*

Board: Mayor Mary Ann Carbone/Todd Bodem
Legal Counsel: Jim Heisinger
TAC: Todd Bodem /Leon Gomez
BUDGET: Todd Bodem

641-0113

C. ASSIGNMENT OF COUNCIL MEMBERS TO COUNCIL SUBCOMMITTEES Year 2017

<u>Budget & Personnel:</u>	Jerry Blackwelder (Chair) /Mary Ann Carbone (Staff: Todd Bodem & Linda Scholink)
<u>City Hall Remodel</u>	Craig Hubler/ PENDING
<u>City Special Events Advisory Committee (Community Garden, Childrens Activities, Beach Cleanup, Welcome Wagon)</u>	Mary Ann Carbone, Kristen McDaniel (Staff: Todd Bodem, Linda Scholink)
<u>Coastal Issues & Development</u>	Mary Ann Carbone and Greg Hawthorne (Staff: Todd Bodem, Charles Pooler & Linda Scholink)
<u>Parks & Open Space</u>	Mary Ann Carbone/ Greg Hawthorne (Staff: Todd Bodem & Charles Pooler)
<u>Public Safety</u>	Kristen McDaniel /Jerry Blackwelder/ (Staff: Todd Bodem, Brian Ferrante & Linda Scholink)
<u>Housing</u>	Jerry Blackwelder/Craig Hubler (Staff: Todd Bodem/Charles Pooler)
<u>HCP/Habitat Issues Comm.</u>	Jerry Blackwelder/ Mary Ann (Staff: Todd Bodem/Charles Pooler)

D. APPOINTMENTS TO ADVISORY COMMITTEES - Year 2017

DESIGN REVIEW COMMITTEE (2-year appointment)

Andy Briant (current term expires January 2017), Sand City business owner

Don Davis (appointed by Council 7/18/17), Sand City resident (term exp. January 2018)

Elizabeth Sofer (appointed by Council 7/18/17, Sand City Resident (term exp. January 2018)

Paul Davis Jr. (term expires January 2018), architect

Greg Hawthorne (appt. by Council 10/21/14), Sand City business owner

Primary Staff: (Todd Bodem & Charles Pooler)

ARTS COMMITTEE (Annual appointments - Term Expires January 2019)

Craig Hubler, Sand City resident, council member, local artist {Acting Chair}

VACANT

VACANT

Dawn Peters, (appointed 5/16/17)

Primary Staff: (Todd Bodem/Linda Scholink)

SAND CITY REPRESENTATIVES LIST

CITY PARKING STUDY COMMITTEE

VACANT

Terry Ream, Businessman/Property Owner

David Spralding, Property Owner

(Primary Staff: Todd Bodem, Chief Ferrante, Charles Pooler)

New Member (Pending Appointment)

WEST END OVERSIGHT COMMITTEE

Jerry Blackwelder, Vice Mayor

Todd Bodem, City Administrator

Linda Scholink, Director of Administrative Services

Brian Ferrante, Police Chief

VACANT

Craig Hubler, Arts Committee

Mary Ann Carbone

Update: 7/12/17

AGENDA ITEM

9C

The Humidor Ribbon Cutting



Big Fish Grill Ribbon Cutting



KW Coastal Estates Ribbon Cutting



2016 Airport-Rodeo Mixer



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



Wine Experience founder/owner Brent Virgin explains the process

Videos by True Idea Productions unless noted otherwise.

31ST ANNUAL
BUSINESS EXCELLENCE AWARDS DINNER
THURSDAY, JULY 27, 6-10PM
PORTOLA HOTEL & SPA
2 PORTOLA PLAZA • MONTEREY

OVER 400 BUSINESS AND COMMUNITY LEADERS

48 OUTSTANDING BUSINESSES AND NONPROFIT FINALISTS

16 WINNERS TO BE ANNOUNCED



CLICK TO REGISTER TODAY



UPCOMING EVENTS

- [Pac Rep Joint Mixer](#)
- [SIGNWorks Ribbon Cutting](#)
- [Blush Makeup Studio Ribbon Cutting](#)
- [Register for the 2017 BEA Awards Dinner](#)
- CHAMBER ANNOUNCEMENTS**
- [Sign Up Now for 2017 BEA Design-A-Table](#)
- [Call for Nominations! MPCC Board](#)
- IN OTHER NEWS**
- [Thank You From the Monterey Bay Aquarium!](#)
- [Airshow Tickets On Sale Now!](#)
- [Monterey Beer Festival!](#)
- [Dali17's One-Year Anniversary](#)
- [Monterey Public Library Lecture Series](#)
- [The Basics of Internet Marketing](#)
- [ComCap 17 General Registration is Now Open!](#)

MONTEVERDE AVE.

PAC REP THEATRE JOINT MIXER

Thursday, July 13
5-6:30pm
 Golden Bough Theatre
 Monte Verde St.
 Between 8th and 9th Aves.
 Carmel-By-The-Sea, CA 93921
 Cost: **\$10/members; \$20/non-members**



REGISTER

Join the Monterey Peninsula and Carmel Chambers of Commerce for an entertaining mixer at the historic Golden Bough Theater hosted by Pacific Repertory Theatre (Pac Rep). The event begins at 5pm with light refreshments in the lobby of the Golden Bough Playhouse followed by a tour of the theater, beginning at 5:30pm. This will be your chance to hear about Pac Rep's future plans for "Carmel's most unique performing arts center."

SIGNWORKS RIBBON CUTTING

Tuesday, July 18
4:30-6pm
***NOTE THE EARLIER START TIME**
 1805A Contra Costa St.
 Sand City, CA 93955
 Cost: **FREE**
 (831) 899-8700



UPCOMING EVENTS	
July 13	Mixer (Joint) Pacific Repertory Theatre
July 18	Ribbon Cutting

SignWorks
July 20 Ribbon Cutting Blush Makeup Studio
July 27 Business Excellence Awards Portola Hotel & Spa
September 20 Leadership Luncheon Embassy Suites by Hilton Monterey Bay-Seaside

[REGISTER](#)

Join us to celebrate SIGNWorks new Sand City location, and to welcome new owner, Steven Caldiera. Come see the latest state-of-the-art equipment, and learn about the creative branding and signage opportunities. Small bites and beverages will be served. There will also be a business card drawing!
Don't forget to take advantage of SIGNWorks special offer to all new Chamber members and renewing Chamber members: 500 FREE BUSINESS CARDS!

BLUSH MAKEUP STUDIO RIBBON CUTTING

Thursday, July 20

5:30-7pm (6pm ribbon cutting ceremony)

579 Calle Principal (parking on corner of block)

Monterey, CA 93940

Cost: **FREE**

(831) 901-3924



[REGISTER](#)

Join the Monterey Peninsula Chamber of Commerce and the community for Blush Makeup Studio's three-year anniversary ribbon cutting celebration! Small bites, desserts, wine (Scheid Vineyards) and champagne will be served, and there will be a business card drawing!



Education

2nd Monday: 3:30pm

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](#)



31st Annual Business Excellence Awards

SPONSOR A DESIGN-A-TABLE!



Thursday, July 27



Presented by
UnionBank

The popular Design-a-Table program at the Business Excellence Awards dinner brings your product, creativity, and brand directly to over 400 business and community leaders. Sponsor a Design-A-Table and decorate one table for 10 guests to promote your business or organization. Be creative and leave a lasting impression for those seated at your table as well as all the other attendees at the event. **CLICK ANYWHERE TO RESERVE A SPOT TODAY!**

Act Fast! They Sell Out Quickly, So Register Now For Only \$50.
Call (831) 648-5350 or Email info@montereychamber.com.

CALL FOR NOMINATIONS!

MPCC Board of Directors

The MPCC Nominating Committee will make recommendations to the Board of Directors for board positions with terms ending December 31, 2020.

APPLICATIONS WILL BE ACCEPTED UNTIL BOARD SLATE IS FINALIZED.

Members in good standing who are interested in board service are invited to apply. To request a New Board Member application, please call: (831) 648-5350 or email info@montereychamber.com.



**MONTEREY
PENINSULA
CHAMBER OF
COMMERCE**

**A SUMMERTIME THANK YOU
FROM MONTEREY BAY AQUARIUM!**



The aquarium appreciates all those who came out last week for its Summer Kick-Off event. They will be welcoming hundreds of thousands of visitors from California and beyond to the Monterey region over the next few months. Many will take away memories that will last a lifetime. See the Aquarium's recently-released [Annual Guest & Community Highlights Report](#).

AIRSHOW TICKETS ON SALE NOW!



You'll want to keep an eye on the sky when the F-22 Raptor team performs at the California International Airshow with other outstanding aviators the weekend of September 30 and October 1, and the best seats to watch the show are available now! [READ MORE](#)

CLICK ANYWHERE BELOW FOR TICKETS!



JULY 08, 2017 12:30 - 5:00 PM
MONTEREY COUNTY FAIR & EVENT CENTER

<p>THE LINE UP</p> <p>11:45 AM - 1:15 PM DJ Fredo</p> <p>1:45 PM - 3:15 PM 60's Summer of Love Band</p> <p>3:45 PM - 5:00 PM Daze on the Green</p>	<p>MAIN FESTIVAL TICKETS</p> <p>\$45.00 in advance or \$50.00 at the gate</p> <p>Admission includes souvenir tasting glass</p> <p>Designated Driver Tickets available: \$20.00</p> <p>VIP BROUGHT TO YOU BY:</p> 	<p>SPECIAL VIP AREA!</p> <p>\$70.00 in advance or \$80.00 at the gate</p> <p>Beat the crowd and come in early at 11:30 am to enjoy the VIP area, Souvenir tasting glass, Private Bathrooms and complimentary food!</p>
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Festival and Ticket info www.montereybeerfestival.com

(831) 372-5863
info@montereycountyfair.com



DALI17'S ONE-YEAR ANNIVERSARY!

Saturday, July 15

2pm

(at the Museum of Monterey)

5 Custom House Plaza

Monterey, CA 93940

COST: \$20; \$16/ students, seniors, military with ID;

\$10/children 6-17

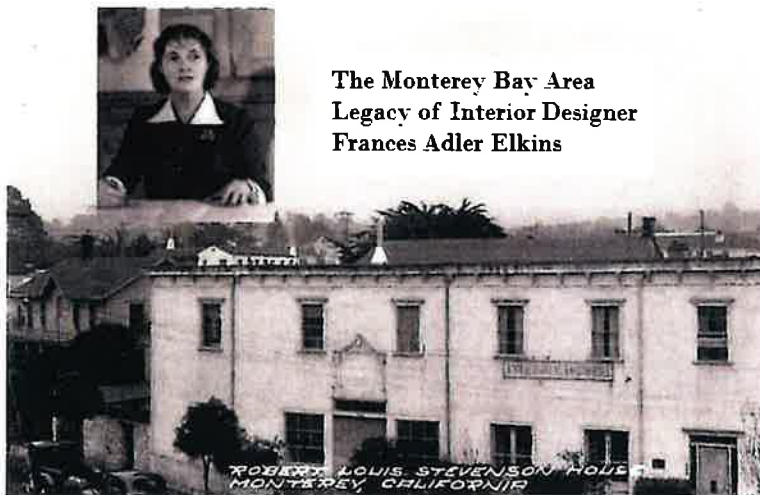
(831) 372-2608

www.dali17.com



The permanent Salvador Dali exhibition Dali17 at the Musuem of Monterey will celebrate its one-year anniversary on Saturday, July 15, 2017. [READ MORE](#)

THE LEGACY OF INTERIOR DESIGNER FRANCES ADLER ELKINS - LECTURE BY SCOTT POWELL



The Monterey Bay Area
Legacy of Interior Designer
Frances Adler Elkins

Sunday, July 16

2-3:30pm

Monterey Public Library

625 Pacific St.

Monterey, CA 93940

COST: Free

Scott Powell will present a program about celebrated Monterey designer Frances Adler Elkins. [READ MORE](#)

Reservations required: Call (831) 646-5632 or email thongchu@monterey.org

THE BASICS OF INTERNET MARKETING: "WHERE TO BEGIN?"

Wednesday, July 19

9:30-11:30am

Brandman University

99 Pacific St., Suite 375-B

Monterey, CA 93940

COST: \$25

(831) 566-2733



[**REGISTER**](#)

Please join us for this informative workshop, and learn the basics of internet marketing: "Where to Begin?" Light refreshments and appetizers will be served.

WHAT HAPPENS WHEN COMMUNITIES INVEST IN THEMSELVES?



ComCap17

CONFERENCE PASSES

AVAILABLE NOW!

2017.COMCAP.US/#REGISTER

DOWNTOWN MONTEREY, CALIFORNIA – SEPT. 10-13, 2017

31.77.16

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



