



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, JUNE 18, 2019

5:30 P.M.

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

Regular Meeting – June 18, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**
- 5. 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.

6. CONSENT CALENDAR

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

- A. Approval of May 21, 2019 Sand City Council Meeting Minutes
- B. Approval of May 21, 2019 Study Session Meeting Minutes
- C. Acceptance of City/Successor Agency Monthly Financial Report, May, 2019
- D. Approval of City RESOLUTION Authorizing a Service Agreement for Auditor Services by Hayashi & Wayland for Fiscal Year 2018/2019 at a cost not to exceed \$49,500
- E. Approval of City RESOLUTION Authorizing Renewal of Sheltering Services Agreement with the Society for the Prevention of Cruelty to

Animals for Monterey county (SPCA)

- F. Approval of City RESOLUTION Authorizing Renewal of a Maintenance Services Agreement with HOPE Rehabilitation Services for FY 2019-2020
- G. Approval of City RESOLUTION Recognizing Dr. Walter Tribley upon his Retirement from the California Community Colleges System and as Superintendent/President of Monterey Peninsula College

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- A. Presentation by Michael Groves, EMC Planning Group, Senior Principal on the Sand City Vibrancy Plan {10 minutes}
 - 1) Consideration of City RESOLUTION Approving the City's Vibrancy Plan
- B. Presentation by Margot Yapp Principal/Vice President of NCE regarding the Measure X Pavement Management Program {20 minutes}

9. PUBLIC HEARING

- A. Consideration of City RESOLUTION Approving Coastal Development Permit 19-02 Authorizing an Indoor Climbing and Fitness Facility with Accessory Office and Retail for "The Pad Climbing" Operation at 325 Elder Avenue

10. OLD BUSINESS

- A. Engineering and Public Works Department Summary Report consisting of updates for the Sand City Water Supply Project, Storm Water Management Program, West End Stormwater Improvement Project, Calabrese Park Improvement Project, Grant Updates, City Monument/TAMC Parcel Area Improvements, Private Development projects including the South of Tioga Project, and Community Development and Planning Department updates by the City Administrator/City Planner
- B. Discussion and Update on 2019-2020 Fiscal Year Budget

11. NEW BUSINESS

- A. Consideration of City RESOLUTION Approving the Application for Statewide Park Development and Community Revitalization Program {this item continued from the June 4, 2019 Council meeting}
- B. Consideration of Installation of California State University Monterey Bay (CSUMB) Banners in Celebration of their 25th Year Anniversary

- C. South of Tioga Project: Discussion and direction regarding applying credit to developer's parklands fee requirement for "private open space"
- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

12. ADJOURNMENT

{The July 2, 2019 Sand City Council meeting has been cancelled}
Next Scheduled Council Meeting:
Tuesday, July 16, 2019
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

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

The current Sand City agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM

6A



City of Sand City

<p>Agenda Item <u>6A</u></p>

Staff Report

DATE: June 11, 2019
TO: Mayor and City Council
FROM: Connie Horca, Deputy City Clerk
SUBJECT: May 21, 2019 Sand City Council Meeting Minutes

Due to the confusion of the straw draw at the May 21, 2019 Council meeting, and who actually stepped down for Closed Session Item 11A(1), the attached minutes reflect the actual actions that took place at the meeting. These minutes will replace the minutes that were incorrectly approved at the previous City Council meeting of June 4, 2019.

It is recommended that the Council approve the attached minutes to reflect the actions that took place at the May 21, 2019 Council meeting.

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

Regular Meeting – May 21, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting following the Study Session at 5:40 p.m. She commented that public comments will be received and continued from the Study Session.

The invocation was led by Reverend Robert Hellam.

The Pledge of Allegiance was led by Interim City Manager Fred Meurer.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder
Council Member Hawthorne
Council Member Sofer
Council Member Cruz

Staff: Fred Meurer, Interim City Administrator
Vibeke Norgaard, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Linda Scholink, Administrative Services Director/City Clerk

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY MANAGER

The Mayor announced her attendance at a few meetings with other council women such as the Womens' Fund Raiser, and the Knights of Columbus dinner honoring Sand City's Police Officer of the Year Dan Charlton. Sand City also received a Clean Air and Leadership Award.

Interim City Manager Fred Meurer announced that item 8C will be pulled from the agenda at the request of the applicant and considered at a future Council meeting later in the summer or early fall due to additional work that needs to be performed. A new application for a climbing gym was received and to be co-located next to Camp Transformation. Staff has suggested that they check with their structural engineers to see if it is feasible. This item should be heard at the second meeting in June if the structural review passes. The City will need to consider costs for habitat management behind the shopping center and these costs would be incorporated into the budget. The development agreement is essential prior to the start of the South of Toga project to ensure that the City is adequately protected. It may be another 4-4^{1/2} months before ground breaking can commence. The applicant has already submitted a habitat management plan and this will need to be completed prior to construction. A

proposed budget will be presented to the Council and will be presented in a different fiscal structure to represent how funds are being disbursed, accountability of funds, the next five year capital improvement program and accounting for matching monies for grants being obtained.

AGENDA ITEM 5, COMMUNICATIONS

The Mayor announced that the floor will be open to public comment from individuals who were present during the Study Session. The Study Session included presentations from Police Chief Brian Ferrante on department capabilities, responsibilities and statistics, and a presentation from the Police Officers Association on profiles, experience and effectiveness.

5:55 P.M. Floor opened for Public Comment.

Sand City resident Brian Clark thanked the Police Department for all their work. He commented on the statistics of each local jurisdictions police officer compared to its population, pointed out the crime category, and when would Sand City plateau on its hiring of police officers. Pacific Grove has a ratio of 1 officer for 603 residents and proved to be one of the safest towns. Sand City has 1 police officer for 33 people and that the City does not have the historical mass to support its police force.

There was discussion regarding allowing Mr. Clark additional time and how many other people in the audience would like to address the Council. The City Manager suggested that the Council hear all the speakers tonight. The Mayor commented that the time for each speaker will be set for six minutes.

Mr. Clark continued that although Sand City is the heaviest fortified City in California with the biggest police force per capita at the cost of everything else, Sand City exists to pay for its police force. How do we obtain services and uniting services with agencies close to Sand City? The City is over amped with police by a factor of 10.

Anthony Aiello a lifetime resident of the Peninsula commented that he has seen Sand City grow and develop in the last 30 years and added that the previous speaker commented on FBI statistics. He has 40 years of law enforcement experience and has dealt with all the agencies in the County. The average tenure of an officer is ten years, and all Sand City's police force have been hand-picked and are members of the community. The City has the best trained officers in the County, not because of the pay and benefits but because they trust in the administration and the Chief. This town does not have the trouble hiring quality officers because you get what you pay for. This place has become the best.

Donald Difede Sand City resident commented on how safe and protected he is with the police officers in the City. The statistics mean nothing. The Council needs to make the decision.

Frank D'Aquano, owner of D'Motorsports and property owner of over

twenty years commented on the proposal of disassembling the police department, the cleanliness, and safety of the City. Without the police force the City would be a thoroughfare for vagrants, homeless, and drug traffickers. The officers have built this City into a safe and thriving community where investors would like to invest their funds. He suggested that the Council consider budget balancing.

Public Member Holder Angler commented that the City has a homeless and drug problem, along with the state and federal government leaving our borders open, as well as a state government that wants to take away our ability to defend ourselves. Does the Council want to leave the City unprotected and have an unelected bureaucrat dictate what happens in the City?

The Mayor clarified that there is nothing official nor is the continuation of the Study Session an action item.

Business owner Jake Larkin commented that in the last ten years he has dealt with floods and crime. Right now, Sand City has an outstanding police force. There are no homeless people at his business and no RV waste being dumped into his drains. He no longer deals with these issues because of the police department. They are people who get up every day to deal with the bottom dwellers. There is no problem with the police force, and we are taking a hammer to a problem that does not need a solution. The homeless that used to appear in his yard were stealing everything and his cameras were not effective enough. The only thing that made a difference were the changes made within the Sand City Police Department.

Robbie Robinson, owner of Carmel Stone Imports has been doing business in Sand City for almost twenty years. He believes the proposal to outsource the police department is irresponsible and reckless. Sand City is a safe community and he has over a million dollars' worth of inventory. The police force protects his business. There is no crime, speeding or homeless individuals' roaming the City. To outsource the police department and being dependent on who may or may not show up would be ludicrous. The gentleman who spoke to the statistics did not take into account the population of the shopping centers. The proposed hotel complex development would need more police, not less. From a business standpoint, income from the businesses is extraordinary. The City has no schools or libraries to support other than the police department, and the City should be in the black, and does not understand what is being proposed.

The Mayor stated that there has been no proposal of switching out, and that the City is conducting a budget study.

Public Member Archie Warren commented that he has been a member of the sheriff's office for thirty years with a 5.5 million dollar budget and understands how hard it is for the police to do their jobs. He does not live in the City but does a lot of business in the City. He spoke to response

times and the good job the police officers are doing. If an emergency occurred in the City you have to take into consideration the response time of having another officer from another agency to arrive. The biggest problem is not the money, but what will happen when something goes down and there is no one to respond. You have to worry about how quickly they will get here, and/or will they get pulled to their main City. Money can't take care of that situation, only your own police force can.

Business owner Mike Erickson has been in Sand City when there were only 3-4 officers. As a child growing up, there were homeless who would approach him with spray paint on their faces. There was also drug and alcohol activity going on. Now, he can bring his children here and not have to worry about those issues.

Brad Smith, owner of Genes Import Auto Body commented that he has been doing business in Sand City for 37 years and has witnessed the City grow. The police officers are good guys who care about the City. It matters that we keep the police force in Sand City as he has millions of dollars of equipment at his business location. He reported that sales have doubled within the last eight years. The change he has seen involves the police force who keep his equipment, employees, and families safe. He has received concerns regarding the proposal to contract out the police department. Mr. Smith spoke to homeless individuals, response times, and that his shop would be vandalized more often without police presence. He receives calls from Sand City's police officers should anything out of the ordinary happen. The City needs the police force.

Sand City resident Don Davis expressed his appreciation for all the comments. He reiterated that this is not a proposal and from a pragmatic point of view, the City needs to retain its current services, and commented on the current infrastructure which needs to be addressed. We cannot rely on other services outside of the City to provide these improvements. Mr. Meurer has conducted extensive research and would like to maintain a safe City. The presentation indicated that the officers are currently collaborating with other agencies. It would be ideal to have a safe City and a fiscally healthy one as well.

Mr. Difede spoke to the issue regarding the proposal to have marijuana dispensary years ago. A flyer was distributed to the residents and business owners whether they wanted a dispensary or not. The Council should do the same and get the public's comments regarding what they want. If you get rid of the police force, problems will come and the residents will suffer.

Council Member Hawthorne clarified that everyone on the Council lives in the community and that he has been involved for over 20 years. The Council is concerned about safety, but the Council also has to look at the budget, and to ensure that the City remains fiscally sound for the rest of the generations to come.

Mr. Aiello commented that if the police department is gone, why the City

would need other services.

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

The Mayor concluded by thanking the officers for their excellent presentation and that the Council does have the materials for review. She announced that the police department has an open invitation for anyone who would like to have a ride along. The regular Council meeting will be resumed.

She thanked the public for their comments.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the May 7, 2019 Sand City Council Meeting Minutes.
- B. There was no discussion of the City **Resolution** Proclaiming the Week of May 19-25, 2019 as National Public Works Week.
- C. There was no discussion of the City **Resolution** updating the Appointments to Various Local and Regional Agencies and Boards, effective May 21, 2019.
- D. There was no discussion of the City **Resolution** approving the Purchase of a Police In-car Computing System.

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

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PUBLIC HEARING

- A. **SECOND READING: ORDINANCE Amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards**

City Engineer Leon Gomez referred to page 34 of the agenda packet and reported that at the May 7, 2019 Council meeting, the City Council adopted for first reading an Ordinance to amend Title 12.04.010 of the City's Municipal Code adopting new updated 2019 City Standards. No concerns were discussed at the May 7, 2019 Public Hearing, nor were there any public comments received. The Ordinance requires Council adoption for second reading before the ordinance is incorporated into the City's Municipal Code. Upon adoption of the second reading of the attached ordinance, it will go into effect June 21, 2019. Staff recommends

adoption (for second reading) of the attached draft ordinance to incorporate the amendment to Title 12.04.010 of the Sand City Municipal Code adopting new updated 2019 City Standards.

6:45 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:45 P.M. Floor closed to Public Comment.

Motion to waive formal reading of the ordinance was made by Council Member Hawthorne, seconded by Council Member Cruz. There was consensus of the Council to waive formal reading of the ordinance.

Motion to approve the Second Reading by title, of the **Ordinance** amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards was made by Council Member Hawthorne, seconded by Council Member Cruz. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSTAIN: None. ABSENT: None. Motion carried.

The Mayor thanked Staff for their hard work and the City Administrator for moving this item forward. The ordinance will take effect on June 21, 2019, thirty days following its adoption.

B. SECOND READING: ORDINANCE Amending Sand City Municipal Code Title 12 Relating to Exemptions from Public Contracts Code and Purchasing Procedures

City Attorney Vibeke Norgaard reported that this is the second reading of the ordinance that was presented in detail at the previous City Council meeting.

There were no questions from the Council.

6:47 P.M. Floor opened for Public Comment.

There were no comments from the Public.

6:48 P.M. Floor closed to Public Comment.

Motion to waive formal reading of the Ordinance was made by Council Member Hawthorne, seconded by Council Member Cruz. There was consensus of the Council to waive formal reading of the Ordinance.

Motion to approve the Second Reading by title of the **Ordinance** amending Sand City Municipal Code Title 12 Relating to Exemptions from Public Contracts Code and Purchasing Procedures was made by Council Member Cruz, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSTAIN: None. ABSENT: None. Motion carried.

C. Consideration of City RESOLUTION Approving Conditional Use Permit 626 for Parcel R2 of the South of Tioga Development Project {this item continued from the May 7, 2019 Council meeting}

Mayor Carbone commented that this item was withdrawn from the agenda as requested by the applicant and will be noticed for public hearing at a later date.

AGENDA ITEM 9, OLD BUSINESS

A. Engineering and Public Works Department Summary Report comprising of the Sand City Water Supply Project, Storm Water Management Program, City Projects including the West End Stormwater Improvement Project (Prop 1 TA), TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Prop 68 Grant, Private Development Projects including the South of Tioga Project, and Grant, Community Development, and Planning Department updates by the City Administrator/City Planner

City Engineer Leon Gomez reported that desalination plant production through May 14th was 11 acre feet and the plant was inoperable on May 15th due to motor failure at Bay well #1. Staff asked that Cal-Am report to Staff when the repair of the motor will be completed.

Mr. Meurer responded to Council Member Blackwelders inquiry regarding the storage of spare systems parts.

As of the last Integrated Regional Water Management Program (IRWMP) meeting, the City's project was eligible for \$850,000 of funding. Staff has communicated and discussed consolidating the project and will be meeting with the local IRWMP group to discuss the feasibility of the project for award of the funds. The office approved an emergency encroachment permit for the South of Tioga project. This was issued to the geotechnical engineer to take 2 quarrying's from Tioga and California Avenue to evaluate the existing pavement section and assess the traffic loading that can be supported by the streets. This would allow the City to evaluate what the proposed improvements along Tioga and California would entail. The developer will be providing a report with their resubmittal of project plans.

Staff is reviewing the application of the single lot merger for 22 & 23 Scott Street. He thanked Mr. Meurer & Ms. Norgaard for working on the updates to the encroachment permit.

Council Member Blackwelder commented on the importance of having the Contra Costa street improvement as a priority. Mr. Meurer added that as the Council looks at the budget, they need to consider what level of strategic reserve they would like to have. The restructuring of the budget can be used for several items such as reducing PERS costs, capital improvements, personnel costs, etc. The restructuring would allow the

Council to see where the trade-offs will occur.

In response to the Mayor's question regarding the motor on one of the wells, Mr. Gomez replied that the vertical motor had to be extracted and replaced. Cal-Am is waiting for the part to be delivered. The Mayor requested that Staff follow up with Cal-Am on the status of the delivery.

AGENDA ITEM 10, NEW BUSINESS

A. Consideration of Cancelling Future City Council meeting

PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for July 2, 2019 to minimize conflict with the July 4, 2019 Independence Day Week

Mr. Meurer commented that several Council Members will be absent during the week of July 4th. He may also be asking for extra study sessions before the end of June.

Motion to cancel the July 2, 2019 Council meeting was made by Council Member Hawthorne, seconded by Council Member Cruz. There was consensus of the Council to cancel the July 2, 2109 City Council meeting.

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

Council Member Sofer reported on her attendance at the Monterey County Commission on Disabilities meeting. They spoke to the issue of how disabled people can vote.

C. Upcoming Meetings/Events

The City Clerk requested that the Council let her know who will be attending the July 25, 2019 Monterey Peninsula Chamber of Commerce Awards Dinner. Council Member Blackwelder confirmed his attendance. She reminded the Council of the upcoming dates for the city manager reviews and the League of California Cities conference.

City Attorney Norgaard reported that she will report out on her attendance at the City Attorney's conference at the next meeting.

AGENDA ITEM 11, CLOSED SESSION

7:09 P.M.

{A straw draw was conducted and Council Members Hawthorne and Sofer drew the short straws due to a possible conflict of interest by residing within 500 feet of the subject property. Council Member Sofer should have stepped down at the time, but only Council Member Hawthorne stepped down - Agenda item 11A(1)}

Council Member Hawthorne was present for Item 11A(2) which was considered first.

A. City Council/Agency Board adjourned to Closed Session

(1) Conference with legal counsel – anticipated litigation (Government Code Section 54956.9(e)(1) (1 case).

(2) Conference with labor Negotiator pursuant to Government Code Section 54957.6 Agency Designated Representative: Interim City Manager

Employee Organization: Sand City Police Officers Association (POA) and Miscellaneous Employees

8:15 P.M.

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

Agenda item 11A(1) This item to be continued to the next Council meeting.

Agenda item 11A(2) Council gave direction to the labor negotiator.

Mayor Carbone added that Council Member Hawthorne was excused due to a conflict with agenda item 11A(1).

AGENDA ITEM 12, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder to the next regularly scheduled Council meeting on Tuesday, June 4, 2019 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 8:16 p.m.

Linda K. Scholink, City Clerk

AGENDA ITEM

6B

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

Study Session – May 21, 2019
2:00 PM
CITY COUNCIL CHAMBERS
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

Mayor Carbone opened the meeting at 2:00 PM.
The Pledge of Allegiance was led by Chief Ferrante.

Present: Mayor Carbone
Vice Mayor Blackwelder
Council Member Hawthorne
Council Member Sofer
Council Member Cruz

Staff: Brian Ferrante, Police Chief
Fred Meurer, Interim City Administrator
Vibeke Norgaard, City Attorney
Linda Scholink, City Clerk/ Director of Administrative Services
Additional Staff Present: Members of the Police Officers Association
(POA)

AGENDA ITEM 3 ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

Mayor Carbone gave background information on the purpose of the study session. She said the Interim City Manager, while preparing for the budget, directed staff and department heads to forecast budget needs for the year. City Council and residents also requested information on police services and costs as it is one of the larger expenditures in the budget. The Mayor said that it is the job of the City Council to guide the City through policies and that the Council is responsible for the resources of the City. The Council is also responsible for ensuring adequate fire and police services for residents.

These discussions were also brought about by the concern of the California American (CalAM) Water lease of the desalination wells. The revenue from that lease will decrease from \$850,000 to \$7,000 in 2023. The South of Tioga project may be a source of revenue for the City by that time, bringing in approximately \$1,000,000 in TOT. She also mentioned the Capital Improvements Plan that will increase City expenditures and a sale tax percentage that could increase City revenues.

The Mayor described the goal for the study session to include levels of service and a

long range plan for providing police services for the City.

AGENDA ITEM 4 COMMUNICATIONS

2:09 P.M. Floor opened for Public Comment

There were no comments from the Public.

2:09 P.M. Floor closed to Public Comment.

AGENDA ITEM 5 NEW BUSINESS

A. Presentation by Sand City Police Chief Brian Ferrante on Department Capabilities, Responsibilities, and Statistics

Interim City Manager, **Fred Meurer**, opened the discussion by saying that this will be the first of many study sessions for the Council and the public to discuss the budget. He said that the budget should be more descriptive as its purpose is to provide a structure for the community and for the Council to make decisions. The City is missing facilities and programs that are expected of most cities. There is a desire for a capital improvement program for new Police cars, undergrounding, public art, etc. The desires of the community exceed the revenues taken in. Normally, the City would forecast up to five years and make assumptions of best and worst case scenarios. Fred Meurer said he is trying to look to the future to at least pay necessary expenses and at the maximum shape the City with the appropriate infrastructure, staff, and services to meet citizen demand.

Fred Meurer said he is at the front end of the budget process and is bringing it to the Council. The budget did not include a five-year capital improvements plan. He said the City was reporting a negative budget of \$1.5 million until he had California American Water take on obligations for the desalination wells to have funds to develop other capital improvements. There is a lack of oversight within City Hall as a result of the absence of at least one senior position. There is no procurement ordinance that would allow for the City to spend funds granted at the State and Federal level. The Personnel Manual is outdated. There is no organizational infrastructure that would be expected of a City, such as a record management system, a budget system, and a process that allows staff to tap into an asset management system that would record current condition and forecasts for condition of assets. Most plans and community development systems are paper and pencil; the current records management system consists of two storage units with physical records as opposed to an electronic system that the public can access.

Tonight is the first meeting for working toward how to achieve all of the different things that the City needs and the things that have been asked of the City to provide. Also to allow the City to hire the number of people necessary to provide

the services requested by the community. During the presentation, the public will be provided with snapshots of data to give them a sense of various values associated with the City and with the Police Department. Fred Meurer said that he would like the study session to provide the Council and the public with a better understanding of the services provided by the Police Department, the results of those services, how to measure those results, and the costs associated with those results.

Fred Meurer provided the Council and public with statistics about other cities. He warned that the statistics may not accurately represent public safety services. He said he could provide more information upon request. He stated that the purpose of the meeting is to gather information on the services provided by the Police Department.

After he was asked to present information on the Police Department to the Council, Fred Meurer met with the Police Officers Association. He said he communicated to them what he was asked to do and how he would approach it. He said he was asked if there is a more cost effective way to deliver police services and if the City could possibly go into partnerships with other cities, as Sand City has gone into partnerships for fire protection. He spoke with the City Managers of Del Rey Oaks, Monterey, and Seaside to inform them of the inquiry and deliberations. They all had a similar interest in finding more cost effective ways of service delivery. He reminded the public that the meeting is not to talk about contracting out to any City, but to further explore what police safety services the City Council wants.

Fred Meurer started the presentation by describing the chart of City expenditures. It highlights the various things that the City does and is a snapshot of the current Fiscal Year 18-19 budget as amended. He said it shows each service that will be received and shows the public that the police component is a substantial percentage of the budget. He said that the numbers in the total budget are different than those in the operating budget and again stated that the numbers are somewhat unimportant; the purpose is to see that the Police Department budget is large.

Councilmember Cruz asked if the numbers presented in the chart are actuals.

Interim City Manager, **Fred Meurer**, answered that these are not the actuals, but the figures from the fiscal year 18-19 budget.

Fred Muerer moved onto the second chart, picturing revenues. The two largest sections are for sales tax and transaction tax. Another section depicts the CalAm Water lease of the desalination plant for \$850,000. He said there is no plan for expenditure reductions as a result of a coming reduction of that revenue. He was told that the TOT received from the South of Tioga project was the suggested offset. He spoke on the delays in projected groundbreaking for the project. He

expressed concern that the revenue the City would receive from the project is under the control of developer's timeline.

He went on to say that the increase in population from the South of Tioga project would not generate enough revenue to offset the expenditures they add for the City. He said the Chief's plan would be to add officers to handle the additional demand for services from the potential 300% increase in residents.

Fred Meurer spoke next on sales tax capacity, saying there is about a quarter of a percent of tax revenue that the City could pursue. As part of the budget process, he will recommend that the City indeed pursue it to avoid another agency claiming it. The sales tax would not be able to be on the ballot until the Council election in November 2020. He said that when thinking about strategy for the community, the Council needs to think about the services provided now and the services they hope to provide for the current and new population.

Fred Meurer spoke on the facilities district he would like to be established. This is a property tax that the property owner would vote on himself to help pay for services. He said he has a plan with expected revenues the City would hope to achieve. This was presented to the property owner for the South of Tioga project with no response.

He moved on to speak about the third chart. He said he was asked by the Council to provide them with information on cities of a similar size to Sand City in California that have their own Police Department. There are four. Most cities similar in size to Sand City buy their police services from an outside agency. Normally the city is remote and buys these services from the Sheriff's Department. He guaranteed that the level of service those small cities get from their local Sheriff's Department would in no way compare to what Sand City receives from their department. He spoke on the police expenses for the cities mentioned. He said not to draw conclusions from the chart as each city has chosen to do what works best for their specific needs.

Chief Ferrante then began his portion of the presentation to give an overview of the department. The department has a commander, two sergeants, six officers, three reserve officers, and a records coordinator to total ten sworn including the Chief of Police, three reserves, and one nonsworn professional staff.

The sworn staff work four eleven hour shifts in eight days. This program is not common but works well for the department for a number of reasons. The Chief described the details of the different shifts officers work and how the overlapping system ensures coverage for the City. If there is only one officer on shift, Seaside officers will provide backup if necessary. The Sand City Police Department reciprocates and provides assistance to the Seaside Police Department upon request.

Chief Ferrante gave the Council the mission of the department: to work in partnership with the community to provide exceptional police services that improve the quality of life for residents, businesses, and visitors. This is done through the use of training, experience, and the police culture, described as a culture of excellence.

The Sand City Police Department prides themselves on putting quality over quantity. There is not a tremendous call volume in Sand City which allows the department to do two things. One is to take a call and investigate it thoroughly from beginning to end to explore all possible avenues to come to a successful conclusion to an event. The officers use their time effectively to have effective solutions for problems. The second is that the department is able to maintain strong relationships with other law enforcement partners, community members, and businesses. The Chief said that most business owners know the officers by name. They know they can approach the officers at any given time. The Chief stressed the importance of the community feeling they have access to the Police Department and their Chief of Police and that they should feel satisfied with the service that they get.

Interim City Manager, **Fred Meurer**, spoke up to commend the range of services discussed by the Chief. He reminded the Council to keep in mind that range of services to be able to differentiate between what they want and what they can pay for.

Chief Ferrante then spoke on the goal of the department to treat everyone with respect, compassion, empathy, and honesty. He described the proactive policing model used to spend time finding criminal activity that is occurring or about to occur and working to prevent that crime from being completed as opposed to waiting for calls for service to react to. An element of their policing as important as this proactive approach is the way they treat people. Not just their citizenry, business owners, and visitors, but the people who are committing the crimes. The Chief described an email he received recently from an individual whose husband was arrested and sought information from the department. The individual wrote to thank the officers, calling them kind, patient, and respectful.

The Chief spoke on a call that occurred two years prior where two officers were shot. Shortly after the shooting, the community came forward with an outpour of support; and not just from businesses and residents, but from the transient population who have been arrested by the Sand City officers. He used this example to show the relationship the officers have with the community who has shown appreciation that the Police Department treated them with respect and provided them with service.

The Chief then spoke on the quality of the organization's level of experience. The Chief holds over thirty years of policing experience, four as the Chief for Sand City. He graduated from the National Academy with a four year degree from ASU.

He has small unit management as well as larger management experience. His background is largely tactical and investigative including units like SWAT, canine, field training, narcotics, homicide, and covert investigations as well as patrol.

Chief Ferrante spoke on his three supervisors, who have a combined 60 years of experience. The experience levels of all officers range from 9 to 21 years. All officers are crisis intervention trained and have extensive experience and training in handling the mentally ill and people who are in crisis and helping them cooperate without escalating the situation. The department consists of drug recognition experts, the only certified sketch artist in Monterey County, a crisis negotiator, a tactical operator, two drone pilots who are part of the Regional Emergency Operations Center and drone program, a professional photographer and crime scene investigation specialist, and officers who are experts in controlled substances for court testimony.

Chief Ferrante described the individual experience of each of his officers, beginning with Commander Graziano, who has 27 years of experience and has a great reputation for involvement in various regional programs. He has been awarded numerous recognitions for his service and attended a number of training opportunities for management. He is trained as a logistical commander for the Special Response Unit, the Regional SWAT team, and is a voting member of the County Grant Authority.

Sergeant Bushnell has been with the Sand City Police Department for 19 years. He is a recipient of the Monterey County POA Metal of Valor. He holds his supervisory certificate, is a master drone pilot, and a crime scene specialist.

Sergeant Mount has 17 years of experience, also holds his supervisory certificate, is an operator with the Special Response Unit, is a Taser instructor, and is an instructor and specialist in less lethal.

Officer Ducoeur, the force's most junior officer, has 9 years of experience. He has an advanced post certificate, a Distinguished Service Award. He is an expert in accident investigation and is cross training in records management.

Officer Escobar has 13 years of experience is a recipient of the Metal of Valor, is sketch artist post-certified, is a drone operator, and an evidence specialist.

Officer Martin has 21 years of experience, was a sergeant for the City of Seaside, holds his supervisory certificate, is a fluent Spanish speaker, and has extensive investigative experience.

Officer Segovia has 10 years' experience, has a Distinguished Service Award for the POA, two warrants for his DUI investigations by Mothers Against Drunk Driving, is a narcotics expert, an asset forfeiture expert, and has a reputation for being one of the most proactive officers while still maintaining positive

interactions with the community.

Officer Blackmon has 11 years of experience, has a Distinguished Service Award, Award of Merit, Monterey Service Award, and is a drug recognition expert through the DRE program through the California Highway Patrol.

Officer Charlton has 19 years of experience, is one of the department's current range masters, is a firearm instructor, and a former SWAT operator.

Reserve Officer Veloz has 32 years of experience and was a commander for the City of Seaside. He is a former SRU tactical commander and has an investigative and tactical background.

Interim City Manager, **Fred Meurer**, asked the Chief to explain the difference between a regular full-time officer and a reserve officer.

Chief Ferrante answered that a full-time officer is employed full-time with benefits and retirement. A reserve officer is someone who has decided they have other things going on. They may still have a full-time job elsewhere or be retired, but they have an interest in policing and have either previously gone through the Police Academy or they put themselves through the academy on their own time and at their own expense. Sand City has three reserve officers, two of which have extensive police experience and one who put himself through the academy, was trained by Sand City, and has been deployed by Sand City.

Interim City Manager, **Fred Meurer**, asked the Chief to differential between the costs associated with each type of officer.

Chief Ferrante answered that a full-time officer has full pay and benefits and works forty hours per week. A reserve officer is paid hourly and does not have the retirement or medical benefits of a full-time officer. The reserves are paid roughly \$32 an hour. Having reserve officers cover for full-time officers saves the City the cost of paying full-time officers for overtime.

Reserve Officer Browning is a former CHP officer with 15 years of experience. He received a Commissioner's Commendation for his work with CHP. He is a drug recognition expert and instructor, a field sobriety test instructor, a firearms instructor, and has been an investigator for critical incidents.

Reserve Officer Manca put himself through the Police Academy, has been recognized by a number of cities for his volunteer efforts, and is a fluent Spanish speaker.

The Chief explained that the training and experience of the officers of Sand City is exceptional compared to that of other agencies.

The records coordinator, the only non-sworn employee, manages all police record systems. He has 13 years of experience in the position, is a class trainer which is a law enforcement site dealing with confidential information, and has an extensive knowledge in crime statistics.

The Chief went on to speak on the proactive philosophy of the Police Department. The goal is for officers to use their training, their experience, and their knowledge of the area and of local criminals to impact crime before it happens.

The department maintains regional partnerships throughout the Monterey Peninsula and Monterey County. The Chief is on the board for the Peninsula Regional SWAT team, the Special Response Unit, Commander Graziano is the logical commander, and Sergeant Mount is an operator for that program as well. It is a group of seven agencies on the Peninsula that all contribute personnel to the tactical team to respond to extraordinary circumstance, critical incidents, and high risk search warrants. The department also contributes to PREVENT, the Peninsula Regional Violent Narcotics Team to take a regional approach to fighting violent crime and narcotics.

They also take a community-oriented approach through competency and ability by patrolling the street, neighborhoods, businesses, and the beach. The department has a beach patrol vehicle to keep people from using it as their residence. The beach patrol aided the officers in their pursuit of people with felony warrants, drug addicts, and people on the run for a variety of crimes. They were able to clean up the beach and as a result residents and visitors have returned to using the previously unsafe area.

The Police Department provides various auxiliary services for the community as well as answering general questions, assisting with issues of health or mental illness, and even helping members of the community get to school. The Chief sits on the Behavioral Health Commission and the team has been commended for their service. He also is a chair for the Urban Area Security Initiative which brings funding into the county for training and equipment. Officers are also involved in the Chief Law Enforcement Officers Association and the Regional Emergency Coordination Center.

Interim City Manager, **Fred Meurer**, explained a chart showing the salaries and benefits of each employee of the City of Sand City over time. It shows the annual pay, overtime, and benefits. There are multiple salary values for some positions; this is a reflection of their time and service and what type of retirement system they are enrolled in. The section for the City Administrator does not describe Fred Meurer, but the previous City Administrator, and is the total budgeted amount as opposed to his actual earnings.

The Police Department and Public Works are in the same section because both

departments fall under the supervision of the Police Chief. He explained that when benefits and seniority are considered, an officer could make more than his supervisor.

Chief Ferrante spoke on current projects. The body camera implementation program has every officer wearing a body camera to provide transparency through availability. Sand City is also one of the few agencies where the officers do not have computers in their vehicles. These computers consist of an integrated system that involves servers and information in the office to transmit to and from the police vehicles. This has already been budgeted. As part of a regional Emergency Coordination Center, an emergency operations plan is in the works. CERT will be presenting to the Council and public at a City Council meeting to discuss the implementation of a neighborhood program. This program would have emergency supplies available for members of the program to assist in an emergency situation. Personnel development is an ongoing project to maintain training and increase service levels and levels of expertise. This includes career development and succession planning and is in addition to mandated annual training.

Chief Ferrante spoke on the budget. The Police Department comprises about 39%-42% depending on the form of the budget being considered. This includes salaries, benefits, overtime, and retirement, paid for by the City on behalf of the officers with a total cost of \$2 million out of the \$3 million police department budget. Comparisons were performed in 2018 showing Monterey officers to be the highest paid with Pacific Grove, Marina, Del Rey Oaks, and Carmel officers having comparable pay to Sand City officers. The average compensation hovers at about \$127,000. Supervisors in Sand City are compensated at a lower rate than those at Seaside and Monterey but at a higher rate than at other cities, again at about average compensation.

He then spoke on statistical comparisons to other peninsula cities. The data was gathered from 2014 through 2018 of part one crime. Of all of the agencies, about half have seen crime reduction and half crime increase. Del Rey Oaks has had the largest increase at 17%. Sand City had the largest decrease at 30%, credited to the motto of proactive policing. It is widely understood that adoption of Prop 47 and Prop 1 have led to an increase in crime, specifically property crime and retail theft with a trend of 12%. As Sand City relies heavily on retail, it was expected that these part one crimes would increase. However, the department saw a 30% decrease which is essentially a 40% swing from the expected change. The Chief attributes this to the work ethic and policing philosophy of the officers.

Chief Ferrante spoke on arrest statistics. Every peninsula city has seen a decrease in arrests with the exception of Sand City. About 75% of those arrests are self-initiated, a direct result of proactive policing. These comprise of drug arrests, warrant arrests for driving stolen vehicles, carrying firearms, or robbery, etc.

He then spoke on court filings. Del Rey Oaks has the highest filing rate at 98% with a fairly low volume of cases submitted, 73, followed by Sand City at 96% with 461 cases submitted. The Chief said that that percentage would be higher, but the high rate of self-initiated arrests can weigh it down. He explained that a self-initiated arrest rate of 75% while still maintaining a file rate of 96% shows that the Sand City officers really know what they are doing.

The Chief then spoke on CalPERS. The current projections for CalPERS predict contributions will double in the next three years. Of the Police Department's \$2.6 million budget, \$600,000 is paid to CalPERS: a \$300,000 contribution plus a \$300,000 unfunded liability. Unfunded liability covers the gap in coverage between the CalPERS fund and the amount owed to retirees. The total unfunded liability for Sand City is about \$2 million. The projection for Fiscal Year 24-25 is a total Sand City payroll of \$2.6 million with \$900,000 going to CalPERS comprised of \$400,000 for normal contributions and \$500,000 for unfunded liability. That is a projected increase of \$300,000 paid by the City to CalPERS.

The Police Department currently has three different tiers for retirement. In 2013, PEPRA was implemented to create different retirement for new CalPERS members than those already in the system. The common retirement up to that point was 3% at 50, so an employee would accrue 3% per year and retire at 50 years old. PEPRA, for new CalPERS employees is 2.7% at 57. Sand City then made an additional tier (referred to as second tier) for new Sand City specific employees to get 2% at 50 instead of the 3% at 50. About half of the department is on the second tier. The original safety plan was changed to 3% at 55. The PEPRA projection from current to 2025 is an increase of \$750 for the year. The unfunded liability cost for those in the second tier is currently \$939. Their combined unfunded liability is going to increase to \$5,000. This is insignificant because those in the second tier and PEPRA are paying an extra \$6,500 per year total. Original classic members are currently paying a combined unfunded liability of \$128,000 per year. In five years that is projected to be \$222,000.

For all officers, the unfunded liability would add about \$100,000 to the police department budget. The Chief said Sand City is in a very good position compared to other cities since it has been managed well.

Interim City Manager, **Fred Meurer**, spoke up to say that these numbers are based on the CalPERS projected return of 7.25% through 2025. He is tentatively scheduling a study session for the Council's second session in June to include CalPERS consultants to speak on those projections. They are looking at further reducing the expected return on investment. He said that their gradual approach to reducing this figure is not financially wise. The consultants will come and brief the Council with the total CalPERS range of potential return. Fred Muerer said that Sand City is one of the few cities that have paid down their CalPERS obligation for retiree benefits. Sand City is also one of the few cities that offer

retiree healthcare. He said one of the decisions that they are going to have to make this year is deciding how much of the funding put away for OPEB will be spent in relation to the other demand for resources, specifically capital resources. Sand City is in better shape in part as a result of the addition of the second tier retirement plan. Many officers have transferred to Sand City and would be in the higher safety plan than the one they are currently in. This had a significant impact on cost.

Councilmember Hawthorne asked Chief Ferrante for the employer and employee retirement contribution figures.

Chief Ferrante responded that the City pays for the entirety of retirement contributions. In the chart on compensation comparisons, Sand City shows a 9% CalPERS employee contribution. Sand City is listed at roughly \$130,000 cost per officer. Since that 9% is not actually contributed, the cost is more accurately \$119,000. And since the officers do not pay into their retirement, they are paid at a lower rate with the assumption that if they did pay that 9%, their income would be closer to \$130,000.

When looking at unfunded liability obligations of the peninsula cities, Sand City is in the best standing at \$2 million. Del Rey Oaks and the Airport have \$3 million, Seaside has \$28 million, Monterey has \$60 million, and for such a small city, Pacific Grove has \$23 million. Sand City also has the highest funded percentage at 78%. Sand City is the most funded with the lowest amount of liability.

Interim City Manager, **Fred Meurer**, spoke on Monterey's numbers saying they reflect the City Council approving 3% at 50 for all of their public safety personnel. He recommended the plan to the City Council as a result of an understaffed police department to draw in officers with higher qualifications. Many public safety personnel soon retired as a result of the raise in the retirement benefit. As the City Manager, he said the systems were not able to be financed in the long run. He said Sand City did better than any other cities with the adoption of the second tier benefits to address this concern.

Chief Ferrante concluded his presentation by speaking on the department's community outreach efforts. They maintain a Facebook page which the Chief suggested the Council and public visit to see the types of people arrested and the types of crimes they are committing. There are a lot of weapons and drugs violations occurring in Sand City, parolees, and violent felons who have no reason to be in Sand City than to steal and victimize the community. The page also includes a letter from a community member commending Officer Segovia for assisting her and even following up later in the day to ensure her wellbeing. This shows the range of services between making the proactive self-initiated arrests and interacting with people in the community.

The Chief also holds a "Coffee with the Chief" and will be putting out a flyer with

information on the CERT program to get the community's interest as something to discuss at these informal meetings in addition to any topics of interest. The Police Department is also in the process of revamping their website with assistance from City staff. Career development, succession planning, and regional involvement are ongoing. Ultimately the Police department would like to see an expansion in personnel resources to account for the South of Tioga project with the addition of two full-time officers to round out the patrol model and have at least two officers on at all time to provide an enhanced level of service 24 hours a day for the growing population.

Interim City Manager, **Fred Meurer**, asked the Mayor to discuss her strategy for allowing the Police Department's POA sufficient time to give their presentation and receive public comment.

Mayor Carbone decided to extend the meeting passed the original set end time of 4:00 PM. The Council discussed the best way to continue the meeting.

3:51 PM

Break

3:56 PM

Mayor Carbone welcomed the public and City staff back and requested public comment be reserved for the end of the POA presentation to ensure the special Council meeting not press into the regularly scheduled City Council meeting.

Councilmember Cruz mentioned the assumption of the 7.25% CalPERS expected return as something for the Council to keep in mind.

Interim City Manager, **Fred Meurer**, agreed and reminded the Council that there will be a special Council meeting with a CalPERS consultant who is tracking anticipated changes.

Councilmember Hawthorne said that the Sand City Police Department is one of the best in the county, especially under Chief Ferrante's leadership. As a councilmember, he said he needs to consider balancing the budget. He said that if the Police Department feels they are being targeted, it is because they are as the single largest item in the budget by far. Therefore, it is not that the Police Department needs to convince the Council of their credentials, but that the Council needs to look at the whole picture of the budget.

B. Presentation by the Sand City Police Officers Association on Officer Profiles, Experience, and Effectiveness

Officer Escobar, Vice President of the Sand City Police Officers Association

(POA), began his presentation by thanking the Council for the opportunity to speak on the department and their daily activities. He said that when the Interim City Manager first approached the department to speak on their services, they were excited to educate the community. The POA is a collection of experienced officers, some starting their career in Sand City, some transferred from other agencies. The force has 227 years of combined law enforcement experience and over a decade of experience per officer.

Officer Blackmon spoke on the relationship the officers have with members of the community as a unique attribute of their department. They not only work for the City, but every officer is from the Peninsula; this is virtually unheard of. As a result, the officers know well the business owners, employees, regular beachgoers, and people who shop in the City. There is a valuable trust that is built from these strong community ties, not only on a personal level but in regard to reporting crimes. He spoke on his experiences with the City of Seaside and the community being afraid to report crimes. Being a small City, the officers recognize the cars out of place and know how late different businesses have employees present. He asked the Council to take into consideration the value of these relationships.

Officer Escobar returned to discuss packets handed out at the meeting detailing officer training. He then introduced several officers present:

- Commander Graziano
- Sergeant Bushnell
- Sergeant Mount
- Officer Ducoeur
- Officer Segovia
- Officer Martin
- Officer Blackmon
- Officer Charlton
- Officer Browning

Officer Charlton introduced himself as a night shift officer. He said he is one of the officers watching the City and responding to calls while the community is sleeping or out for the night. He is in his position in Sand City because it is where he wants to be. He said that he is going to provide information that may be counter to information provided to the Council and staff. He encouraged feedback for clarification.

He referred to a statement made in a City staff meeting that the City has been "exhausting its reserve fund" for the last three years. According to Hayashi Wayland, the City's auditors, and the monthly financial reports, the reserve account has shown an increase of nearly \$5 million. In 2018 alone, the fund balance increased \$537,000. The City has been running a budget surplus for the past four years.

Officer Charlton spoke on the economic factors described for next year's budget, as provided by Hayashi & Wayland. Even with the South of Tioga project and other projects being delayed, the City is doing well and has been able to navigate its way through the 2008 depression to current day in good shape.

Councilmember Hawthorne said that the figures were interesting as the proposed budget for fiscal year 19-20 has a surplus of only \$27,000. He said that without Fred Meurer negotiating with California American Water to pay for the construction of the new desalination facility, the City would have had a \$1.5 million loss. He also mentioned that the City lost a large retailer and that in 2023 the California American Water lease of the desalination plant will be reduced from \$850,000 to \$7,000.

Councilmember Blackwelder countered that the \$2 million for the wells would have been financed and then reimbursed by California American Water.

Interim City Manager, **Fred Meurer**, interjected to say the wells could be discussed at a later time and that the Council had lost perspective of the discussion. He said that the Police Department is looking at the number of dollars that could be spent on personnel, but that the Council needs to look at the number of dollars that need to be spent to achieve what they want to achieve. There are a number of capital improvement projects to be considered such as the construction of a new City Hall, paving streets, undergrounding utilities, installing ADA accessible ramps, building a recreation center, and putting in parklets. Budgeting is about trying to get the Council's priorities straight. He said he had discussed the City's reserve funds with the Council, totaling about \$6.5 million, and that this reserve will fund the capital improvement program.

He spoke on projected revenues from property taxes, saying that the City has a specialist who will provide estimates on property tax increases and sales tax increases. These new numbers will be included in the budget. He said the numbers are always moving and that numbers can be created and manipulated.

Fred Meurer told the Council to consider how they want the capital improvements program to go, how they want the police program to go, and how much they want to spend on fire services. He said that the officer's statistics were directly pulled from the audit, but that those numbers change.

He spoke to the statement that he told staff that the City is operating with a negative budget of \$1.7 million. He said the City hoped to be able to borrow the money from I Bank, but they might not be eligible so the City would have had to

build the well. He said the budget is all about priorities and how much the Council wants to spend on those priorities. He said the Council could even choose to add officers, if that is their priority.

Councilmember Blackwelder injected to say that the purpose of the meeting is not to talk about adding more officers or building a new City Hall and so the officers should continue with their presentation.

Interim City Manager, **Fred Meurer**, said he was attempting to reflect the requests of him by Council. He said they have their own pet projects that they should consider during budget discussions. The question was posed: how much does the Police Department cost and Fred Meurer said he could not answer that question, but the Council should know the services provided. The Council will then need to decide what services they want, the costs, and other options.

Officer Charlton then spoke on his 20 years of experience in the policing field. He worked for the Sand City Police Department when the department was crude and limited but they were always able to work things out. He said that the people who worked for the City made a lot of smart decisions. The officers are now potentially fighting for their jobs but the reality is they could work for any department, if that is what the Council wants.

Officer Charlton worked for Seaside in 2010 when a new Police Chief was appointed. He said the officers' service was not valued. Meanwhile, the murder rate in Seaside shot up 700%-800% with 30-40 shootings per month; this information was suppressed from the media and so was not common knowledge. This violence spilled into Sand City and a gang-related memorial can be seen in the City as a result. The gang members would come into Sand City because there was not the police presence like there was in Seaside where the officers knew them by name. Without a Police Department, he warned, the City will see immediate consequences.

Officer Charlton clarified that the numbers used by the Police Department from the audit were taken directly from Hayashi & Wayland and were not altered by the Department. He spoke on the concerns of a dip in sales tax revenue as a result of online sales. The officers reached out to the regional managers of the largest contributors to the City's sales tax revenue including Costco, Target, Marshall's, and Ross and they confirmed that they did extremely well during the recession. In fact, the stores were considered recession-proof.

Councilmember Hawthorne said that all the sales tax in the City does not pay for the Police Department. The sales tax is where the City gets a large portion of its revenue and it does not cover the Police Department.

Mayor Carbone asked that the Council stick to the presentation.

Officer Charlton continued to say that a police department is the biggest line item in every single city. He moved on to speak on the concerns for the year 2023. The City and Council have carefully planned for this and are looking like they will be in good shape. While Sand City is projecting a 7.5% return for CalPERS, others are projecting a better state of the economy. These projections were provided by a reputable accounting firm.

Officer Charlton expressed his concerns with services if the department were to be dissolved. He said the night prior to the meeting he was chasing an armed suspect. This was between the 2:00 AM to 6:00 AM window when only one officer is on duty. It took the Seaside Police five minutes to get to him for backup. He said this would be much worse with no officers in Sand City.

He returned to speak specifically on the budget. He said the POA has negotiated with the City and when the City went through tough times, they accepted to postpone their promised raises. He assured that the department is willing to work through a financial hurdle.

Officer Escobar returned to the present on the basic job description of an officer in any city. The officers of Sand City do more. They investigate major crimes, investigate trafficking investigations, investigate crime scenes, do crisis intervention, investigate parking enforcement, handle vehicle abatement, and manage animal control. In any other department, these fall under separate job titles or separate pay scales. Every single Sand City officer performs these tasks.

From 2016 to today, Sand City has made 116 arrests, Carmel, a city of similar size, has made 508. This is due to a decrease in repeat offenders coming into Sand City. In 2016, 72% of arrests were of first time offenders in the City. In the same time frame, Sand City has confiscated approximately 507.54 grams of methamphetamines; for reference, a usable amount is 0.01 grams. They have confiscated about 178 grams of heroin, 28 grams of cocaine, 356 illegal prescription pills including Xanax and opioids, 65.5 pounds of marijuana, 7 handguns, 1 assault rifle, 10 replica firearms which can be used for violent crimes, and seized over \$10,000 in narcotics related cash.

Officer Blackmon said that the number of fire arms seized is absurd for the size of Sand City. Looking at the larger agencies the officers have worked for previously, they did not get that number of firearms off the street, unless it was from a search warrant of a gang investigation. That is a great number of firearms coming from essentially a small city with a shopping mall. Officer Blackmon said that when he started as a cop for Sand City, he was amazed by the number of

people out on the street at night under the influence. He said that if someone wanted to walk the streets tonight, he guarantees they would not see many people out and part of that is a result of their proactive enforcement. Confidential informants have confirmed that criminals will not come to Sand City knowing the caliber of officers.

Officer Blackmon went on to describe several critical response incidents that have occurred in Sand City in the last few years in which, in almost every incident, they responded with just one officer, two maximum.

Ross Store, 2020 California Avenue, a masked suspect entered the store after hours with a firearm, duct taped the two female employees, took over the store, and created a hostage situation;

Bike Path, west of Playa Avenue, Norteño gang member shot and killed by rival Sureño gang members;

2000 block of California Avenue, a female victim was shot and killed in an unknown location; the vehicle drove and parked in the Ross parking lot; during the investigation, suspects, victims, and possible witnesses refused to cooperate;

Payless Shoe Store; a man entered the store with a firearm and robbed the business; this man was found to be a serial robber

A known drug house, 445 Orange Avenue, an elderly woman was stabbed to death;

Highway 1 and California Avenue, a Crip gang member was shot and killed by rival a Norteño gang member;

Mattress Land, 1950 Playa Avenue, a man entered the store with a firearm and robbed the business; the man was known as the "Cupcake Robber";

Target parking lot, 2040 California Avenue, officers attempted to take a suspect into custody, turned into a customer involved shooting injuring Sand City officers;

Beach, north of Playa Avenue, a woman's neck was slashed several times by her boyfriend; multiple agencies responded but could not locate the victim; Sand City officers located the victim and saved her life;

2000 block of California Avenue, two males entered the Lucky's pharmacy, assaulted the pharmacists, climbed the counter, and stole prescription medication;

Metz Avenue at Playa Avenue; male reported from the hospital that he was shot at the intersection walking up the bike path; he did not provide information other than that he was a known Norteño gang member; this occurred during the day;

Verizon Wireless was burglarized twice resulting in over \$200,000 in loss. The culprit was an organized crime organization from the Bay Area. They cut holes in the roof, and turned off the alarm and surveillance systems;

200 block of California, suspect approached a shopper, brutally battered him, and forcibly stole his items;

West Bay area, a male was shot several times while sitting in his vehicle;

400 block of Orange Avenue, officers fought to disarm a convicted felon; the officers attempted to take this individual into custody again and was shot and killed by the Seaside Police Department on Fremont Boulevard; the individual was reaching for a gun, attempting to kill the officers that were attempting to take him into custody;

Costco, 801 Tioga Avenue, a crime organization was found to be committing check fraud and ID theft up and down California;

900 block of Playa Avenue, a man was stabbed several times by a mentally ill woman for an unidentified reason; the officers responded within 30 seconds and were able to chase and capture her; without that quick response there would have been no way to identify her and solve that case;

The "Alta Case", an organized crime of burglars resulting in loss in stores in Sand City, Monterey, and others through California; solved by the efforts of Officer Segovia and the District Attorney's office;

Officer Blackmon said that the Police Department has been working on several nuisance locations and have seen results:

445 Orange Avenue has 105 total entries in the database system in Sand City alone. Other agencies, like the Seaside Police Department, have also gone to the house to recover narcotics, guns, and stolen property. They have encountered crimes at this location including contacting multiple parolees and probationers, drug-related injuries, theft-related injuries, burglaries, fraud, wanted persons, domestic violence, driving under the influence, vandalism, murder, and possession of illegal weapons.

460 Orange Avenue Apartment B: 66 total injuries, only by the Sand City Police Department. Crimes include multiple parolee and probationer contact, drug-related investigations, theft, burglaries, wanted persons, domestic violence, vandalism, stolen vehicles, illegal weapons, and harassing telephone calls.

Storage facilities; Sand City has 238 entries for the location consisting of, but not limited to, parolee and probationer contact, criminal threats, burglaries, trespassing, assault with a deadly weapon, assaults, death investigations, illegal occupancy, vandalism, drug-related arrests, and wanted persons.

419 Ortiz Avenue, 2012 to present, Sand City has reported 127 injuries, wanted persons, drug-related offenses, robbery, burglary, vandalism, theft, domestic violence, and criminal threat.

These incidents listed only include crimes within the residence and not those having occurred in front of the location.

Officer Escobar showed pictures of some of the items the officers have taken off the street including assault rifles, firearms, revolvers, and illegal substances. He then described the types of people the officers interact with daily, the most visible being transients. Sand City has a large transient population as a result of the Salvation Army, the shopping centers where they can panhandle, the MST hub, and the beach which provides a hidden location for illegal activity. This is no longer an issue in Sand City. Several problems occur with the transient population including mental illness and substance abuse problems with narcotics and alcohol that can lead to fights, theft, etc. The largest issue surrounding the Peninsula cities and all of California is the transient encampments. There is a large amount of trash in their areas which are protected environments and lead to a larger environmental impact. From the narcotics they bring into their camp, there has been a large Hepatitis A outbreak.

Another issue the officers have run into is a recent 9th Circuit Court of Appeals decisions which limits officers from citing or arresting people camping on public lands. The officers have worked to build a rapport with the local transients and so have been able to ask them to move to a new location without violating their civil rights as determined by the court. Officer Escobar showed pictures of the encampments in the sand dunes, littered with tents, trash, flammable objects, and narcotics. He said that when he started with the Sand City Police Department, the area was full of transient camps, but now there is not one piece of garbage on the coastline.

Vibeke Norgaard, City Attorney, asked Officer Escobar if the information on the upcoming slides discussing the history of career criminals in Sand City is public information

Officer Escobar answered that, to the knowledge of the department, the information for these cases has been adjudicated and should be public record.

Vibeke Norgaard advised that the officer not release the information in the upcoming slides.

Officer Escobar moved on to further discuss the damage caused by the transient camps, environmentally and financially.

Councilmember Hawthorne asked what the biggest contributing factor is for people becoming transients.

Officer Escobar answered that he believes it to be mental illness and the resulting self-medication with narcotics.

Chief Ferrante added that an estimated 80% of transients are either mentally ill, have had a lifetime drug or alcohol addiction, or a combination of these factors.

Officer Escobar continued to describe encampments in the Monterey Peninsula and the associated costs to the local government.

Officer Blackmon spoke on the career criminal section of the presentation, detailing residents of Sand City with lengthy records including but not limited to fraud, identity theft, possession of stolen property, theft, burglary, probation violations, assaults, possession of illegal narcotics, robbery, prowling, trespassing, criminal threats, possession of drug paraphernalia, vehicle/ foot pursuits, restraining order violations, being under the influence of a controlled substance, possession of illegal weapons, check fraud, domestic violence, manufacturing of illegal narcotics, criminal threats, driving under the influence, battery, robbery, and rape. These criminals have proven that they will continue to return to Sand City.

Officer Segovia spoke on his experience as an undercover narcotics officer. He said that when he joined the force he was blown away by the amount of drug activity in Sand City. He discussed an individual from whom the officer seized methamphetamines, was released from the county jail within 4-6 months, and was then taken into custody by another agency for similar charges. He spoke on the increase in overdose as a result of the addition of fentanyl to methamphetamine, heroin, and crack cocaine across the United States.

Chief Ferrante said that these incidents are related to the current opioid epidemic that has been a problem on the peninsula for years. All officers now carry an antidote for fentanyl in their vehicles, issued by the County, to try to save someone who is overdosing.

Officer Segovia again touched on the transient encampments and how they can become a dangerous situation for responders and the citizens who encounter people in these camps. Since 2016, the department has had 325 possession of methamphetamine cases, 145 heroin and powder/crack cocaine seizures, 285 paraphernalia cases, 30 distribution cases, and multiple people under the influence and driving under the influence.

Councilmember Cruz asked if the numbers for narcotics-related arrests have decreased similarly to the numbers for arrests described above.

Officer Segovia answered yes.

Chief Ferrante said that the number of self-initiated arrests is lower this year than in years prior because they are not seeing the same number of criminals coming to the area.

Officer Segovia confirmed the statement made by Officer Blackmon earlier that people are concerned about coming to Sand City and committing criminal acts. Due to consistent enforcement and the officers' ability to notice recognized criminals when they come into town, their jobs have become more successful. Officer Segovia went into detail of several narcotics seizures including those of violent gang members and convicted felons.

Officer Blackmon detailed the interactions the officers have with gangs including those in the Peninsula area as well as those from as far out as Soledad, the Central Valley, and the Bay Area. The officers had encountered the Nuestra Familia, Vario Seaside Norteños, North Side Seaside Norteños, Oriental Boys, Seaside Crips, North County Pecker Wood Gang, Sureños, and Fresno Bulldogs. These gangs are known for violent crimes, homicides, narcotics sales, threatening witnesses, weapons related crimes, drug sales, prostitution, burglaries, fraud, vehicle theft, and firearms trafficking.

Officer Segovia spoke on a specific case where the pursuance of a large retail theft by Fresno Bulldog gang members led to a federal investigation with the discovery of pounds of narcotics, firearms, and thousands of rounds of ammunition.

Chief Ferrante specified that Officer Segovia spearheaded the investigation and

worked with the other agencies involved to pursue the case. Working with the DA's Office, Officer Segovia followed the case to Fresno where the seizure was ultimately made.

Officer Blackmon mentioned other gangs contacted in Sand City including Castroville Norteños, East Las Casitas Norteños, Greenfield Tiny Locos Norteños, Salinas East Market Norteños, South Side Stockton Norteños, and East Side San Jose Norteños. Officer Blackmon said that even in his work for the City of Seaside, he had never come into contact with this large of a range of gang members.

Officer Charlton spoke on thefts in Sand City resulting from drug use. He then spoke on the reaction of the officers to being informed of the City reaching out to other cities in regard to the Police Department's contract. In a previous meeting, Mr. Meurer told the officers that he always had the vision of a take-over of one city on the Peninsula. The City of Monterey has taken on the fire services contracts for most cities in the area, of which Officer Charlton reports hearing regret as the projections are different as years have progressed and the cities are not confident they could restart their own departments. The phrase "takeover" disturbed several officers as the City Manager is in charge as an agent for the Council. Officer Charlton said the officers felt threatened and were worried about supporting their families. They also felt underappreciated for putting their lives on the line. According to their statistics, Sand City officers out-arrest every city on the peninsula, not per capita, but per officer.

Officer Charlton concluded that contracting police services would affect the level of service the City currently maintains, response times would lengthen, investigation costs would increase, more crimes and environmental concerns would occur within the homeless encampments, and the costs for removing these encampments would increase to upwards of \$300,000. He spoke on the assurance the officers provide so that the businesses of Sand City know their steel, copper, tools, etc. will not be stolen. He reminded the Council of the five minute wait-time he incurred the night prior while pursuing an armed man, which resulted in a suicide.

He said the mission of the Police Department is to provide security to residents, to protect businesses, and to be reachable. He apologized for the perceivably curt response of the officers to the suggestion of contracting police services.

Mayor Carbone announced the conclusion of the presentations and asked for a short break as Councilmember Blackwelder stepped away from the dais.

Councilmember Hawthorne suggested that since a quorum is present, the

presentation can continue after a short break.

Mayor Carbone announced that the Council will take public comments after a ten minute break.

Public Comment for the items on the agenda was continued to the regularly scheduled City Council meeting on May 21, 2019 scheduled for 5:30 PM.

Linda K. Scholink, City Clerk

AGENDA ITEM

6C

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Director of Administrative Services
Subject: Financial Reports
Date: June 12, 2019

Spindel

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 2019.

A. City of Sand City Reports

1. Balance Sheet Report for May 2019.
2. Revenue received in the month of May 2019-Total \$ 644,273.30
This total includes transfers).
Month End Cash Register Activity Report for May 2019.
3. Expenditures paid for in the month of May 2019-Total \$ 262,110.14
Month End May 2019 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Employee's and the City Council.
Payroll \$ 151,903.02
Payroll taxes \$52,810.55
4. Current City Balances as of May 31, 2019.
Total \$ 7,048,204.61 restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$988,000 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 2019
2. Revenue received in the month of May - Total \$829,886.62
Month End Cash Register Activity Report for May 2019.
3. Expenditures paid for in the month of May 2019 Total \$ 0
Month End Cash Disbursement Report for May 2019
4. Current Successor Agency Balances as of May 31, 2019
Total \$ 2,443,420.63 restricted and unrestricted (Includes Rabobank and Bond CD's).
- In addition to the City and Successor Agency balances, there is a total of

- \$ 224,964.49 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for May 2019

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2019 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
5/15/19	23071-23078	DBO Development	\$ 40,930.01	Reimburse the City
5/22/19	23092	State of California	\$ 5,000.00	Recycling Grant
5/31/19	23109	State of California	\$312,673.51	Sales taxes received
5/31/19	23110	State of California	\$154,206.36	Transaction tax received
5/31/19	23114-23118	DBO Development	\$ 34,056.09	Reimburse the City

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>
5/30/19	23098	LAIF	\$150,000.00	Transfer to City Checking

Month End Cash Disbursement Report - Special or Major Expenses for the Month of May 2019 are explained below

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
33567	Stephen Vagnini	\$ 5,000.00	West End Coordinator payment
33597	Dave Jansen	\$ 20,807.74	Server for Finance/IT services
33609	Fashion Streaks	\$ 4,453.31	T-shirts for City BBQ
33629-33634	EMC Planning Group	\$ 24,574.30	Dec-March Project work
33638	Bartel Associates, LLC	\$ 3,000.00	CalPERS Review work
33659	Maureen Kane & Asso.	\$ 1,550.00	Technical Training- Connie
33663	Dave Jansen	\$ 22,034.25	IT services/Equipment/Toner

Successor Agency Notes for May 2019

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2019 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
5/31/19	356	County of Monterey	\$829,743.00	ROPS 19-20A

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 2019 is explained below. There were no expenditures in the month of May

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
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If you have any questions or concerns regarding the above reports, please let me know before the Council meeting.

City of Sand City

REPORT.: 06/12/19
 RUN....: 06/12/19
 Run By.: LINDA

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

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: May 31, 2019 Fiscal (11-19)

Assets			Acct ID

Cash Clearing Checking Account	423,628.41	99	1001
General Fund HOUSING ACCT. FROM SERAF SA	213,868.01	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,427.67	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	5,983,432.88	10	1008
General Fund Fair market value adjustments	-4,737.64	10	1009
General Fund Sand City Community Center	-1,000.00	10	1011
General Fund Investment CD	164,847.64	10	1020
General Fund Pro Equities Money Market	57,681.29	10	1080
General Fund Pro Equities CD's	985,000.00	10	1081
General Fund Cash Balance	365,109.12	10	1099
Gas Tax - 2105 Cash Balance	27,509.25	31	1099
Traffic Safety Cash Balance	2,521.39	35	1099
RMRA -Road M&R Cash Balance	5,870.66	37	1099
Measure X TAMC Cash Balance	22,617.87	38	1099
Cash Clearing Cash Balance	-423,628.41	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	471,405.00	10	1112
General Fund Sales Tax Receivable	65,080.08	10	1115
General Fund TRANSACTION TAX RECEIVABLE	69,427.05	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	3,964,443.49	70	1280
Gen. Fixed Asst CIP- Wells	154,592.73	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	567,289.39	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	2,520,299.39	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	5,155,456.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-7,184,432.66	60	1300
General LTD Act Deferred Outflow- Pers contrib	1,006,453.74	70	1400
General LTD Act Deferred Outflow- Actuarial	1,157,086.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTS	316,000.00	70	1500

Total of Assets ---->	36,411,002.18		36,411,002.18
			=====

Liabilities

Acct ID

REPORT.: 06/12/19
 RUN....: 06/12/19
 Run By.: LINDA

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

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: May 31, 2019 Fiscal (11-19)

Liabilities

			Acct ID
General Fund STRONG MOTION	11.36	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	5.00	10	2012
General Fund GHANDOUR TAMC IMPACT FEE	542,222.00	10	2013
General Fund SCSD- SEWER CAPACITY STUDY	1,200.00	10	2014
General LTD Act Compensated Absences	593,723.52	70	2020
General LTD Act NET OBEP LIABILITY/ASSET	-379,000.00	70	2025
General Fund DEFERRED REVENUE	128,832.91	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	48,627.66	10	2059
General LTD Act STREET SWEEPER-CAPTIAL LEASE	41,876.60	70	2071
General Fund State Mandated CASP Fee	6.20	10	2115
General Fund Health Insurance	19,569.99	10	2150
General Fund Dental/Vision	124.68	10	2160
General Fund POLICE ASSOC. DUES	1,470.00	10	2180
General Fund PEPRA RETIREMENT %	2,085.84	10	2191
General Fund AFLAC PRE TAX	69.82	10	2195
General Fund AFLAX-AFTER TAX	-69.70	10	2196
General Fund PERS SURVIVOR BENEFIT	44.00	10	2197
General LTD Act Net Pers Liability	4,882,751.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	185,942.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTURARIALS	54,000.00	70	2505

Total of Liabilities ---->	6,898,260.55		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	17,082,352.69	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	16,227.76	31	3400
Traffic Safety Unappropriated Fund Balance	1,825.37	35	3400
Gen. Fixed Asst Unappropriated Fund Balance	-1,345,023.29	60	3400
General LTD Act Unappropriated Fund Balance	1,064,689.60	70	3400
Gen. Fixed Asst Investment in Fixed Assets	12,266,890.81	60	3600
Gen. Fixed Asst CAPITAL LEASE	189,797.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-194,018.72		

Total of FUND Balances ---->	29,512,741.63		36,411,002.18
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/03/19	23048	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7825 Receipt Date: 05/03/19 PEDRO JIMENEZ Issued...: T0 (DEVON) May 03 2019 08:35 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			23049	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8056 Receipt Date: 05/03/19 Paid by: YANINA AGUIRRE Issued...: T0 (DEVON) May 03 2019 08:35 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			23050	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8059 Receipt Date: 05/03/19 Paid by: CLINTON CLARICE Issued...: T0 (DEVON) May 03 2019 08:35 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	100.00
			23051	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7069 Receipt Date: 05/03/19 Paid by: GUADALUPE ESPINOZA Issued...: T0 (DEVON) May 03 2019 08:36 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			23052	C	Mis	UUT	UTILITY USERS TAX MARCH 2019 UUT - ELECTRIC Receipt Date: 05/03/19 Paid by: MONTEREY BAY COMMUNITY POWER Issued...: T0 (DEVON) May 03 2019 08:36 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	1976.32
			23053	C	Mis	REN01	RENTAL INCOME MAY 2019 CELL TOWER RENT Receipt Date: 05/03/19 Paid by: CROWN CASTLE Issued...: T0 (DEVON) May 03 2019 08:36 am Devon	Lazzarino Db: 99 1001 Cr: 10 4740 00	1425.78
			23054	C	Mis	UUT	UTILITY USERS TAX MARCH 2019 UUT Receipt Date: 05/03/19 Paid by: P.G. & E. Issued...: T0 (DEVON) May 03 2019 08:37 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	8952.01
								Day 05/03/19 Total ---->	12574.11
	05/08/19		23058	C	Mis	CAB01	CABLE FRANCHISE 1ST QUARTER 2019 FRANCHISE FEES Receipt Date: 05/08/19 Paid by: COMCAST Issued...: T0 (DEVON) May 08 2019 03:27 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4035 00	1393.92
			23059	C	Mis	CAB01	CABLE FRANCHISE 1ST QUARTER 2019 FRANCHISE FEES Receipt Date: 05/08/19 Paid by: COMCAST Issued...: T0 (DEVON) May 08 2019 03:28 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4035 00	281.84
			23060	C	Mis	COPS	COPS GRANT MARCH 2019 COPS GRANT Receipt Date: 05/08/19 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) May 08 2019 03:28 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4069 08	8333.33
			23061	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT Receipt Date: 05/08/19 Paid by: PILOT POWER GROUP Issued...: T0 (DEVON) May 08 2019 03:28 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	276.79
			23062	C	Mis	COA01	COASTAL PERMIT CDP APPLICATION - 325 ELDER Receipt Date: 05/08/19 Paid by: THE PAD CLIMBING Issued...: T0 (DEVON) May 08 2019 03:29 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4120 05	500.00
			23063	C	Mis	DES01	DESIGN REVIEW FEE DESIGN REVIEW FEE - 325 ELDER Receipt Date: 05/08/19 Paid by: THE PAD CLIMBING Issued...: T0 (DEVON) May 08 2019 03:29 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4155 05	100.00
			23064	C	Mis	COA01	COASTAL PERMIT CDP APPLICATION - 1815C CONTRA COSTA Receipt Date: 05/08/19 Paid by: FREEDOM MEDICAL TRANSPORT Issued...: T0 (DEVON) May 08 2019 03:29 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4120 05	500.00
			23065	C	Mis	02103	GAS TAX 2103 APRIL 2019 HIGHWAY USERS TAX Receipt Date: 05/08/19	Lazzarino Db: 99 1001 Cr: 31 4305 11	77.75
				Mis	02105		GAS TAX - 2105 31 APRIL 2019 HIGHWAY USERS TAX Receipt Date: 05/08/19	Lazzarino Db: 99 1001 Cr: 31 4305 11	141.75
				Mis	02106		GAS TAX - 2106 32 APRIL 2019 HIGHWAY USERS TAX Receipt Date: 05/08/19	Lazzarino Db: 99 1001 Cr: 31 4305 11	469.82
				Mis	02107		GAS TAX - 2107 33 APRIL 2019 HIGHWAY USERS TAX Receipt Date: 05/08/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) May 08 2019 03:30 pm Devon	Lazzarino Db: 99 1001 Cr: 31 4305 11	182.89
			23066	C	Mis	ADMIN	SUCCESSOR ADMIN FEES REIMBURSEMENT 1ST QUARTER 2019 ADMIN EXPENSE REIMBURSEMENT Receipt Date: 05/08/19 Paid by: SUCCESSOR AGENCY Issued...: T0 (DEVON) May 08 2019 03:30 pm Devon	Lazzarino Db: 99 1001 Cr: 10 4008 00	16751.68
								Day 05/08/19 Total ---->	29009.77
	05/15/19		23069	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT - GAS Receipt Date: 05/15/19	Lazzarino Db: 99 1001 Cr: 10 4025 00	46

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-19	05/15/19	23070	C	Mis	ENG01	ENGINEERING FEES REIMBURSE 11/18-2/19 ENGINEER FEES/756 CALIFORNIA Receipt Date: 05/15/19 Paid by: SAN JUAN POOLS Issued...: T0 (DEVON) May 15 2019 08:32 am Devon	Lazzarino	Db: 99 1001	1521.00
			23071	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/CITY OF MTRY 3/19 STAFF Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:32 am Devon	Lazzarino	Db: 99 1001	922.14
			23072	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/EMC 2/19 BIO SERVICES Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:32 am Devon	Lazzarino	Db: 99 1001	1551.42
			23073	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/CITY OF MTRY 2/19 STAFF Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:33 am Devon	Lazzarino	Db: 99 1001	922.14
			23074	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/EMC 2/19 STAFF SUPPORT Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:33 am Devon	Lazzarino	Db: 99 1001	4552.88
			23075	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/EMC 3/19 STAFF SUPPORT Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:34 am Devon	Lazzarino	Db: 99 1001	710.48
			23076	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/EMC 3/19 BIO SERVICES Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:34 am Devon	Lazzarino	Db: 99 1001	3228.51
			23077	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/EMC 12/18 STAFF SUPPORT Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:35 am Devon	Lazzarino	Db: 99 1001	1966.44
			23078	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA/ENGINEER FEES 2/19 Receipt Date: 05/15/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) May 15 2019 08:35 am Devon	Lazzarino	Db: 99 1001	27076.00
			23079	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT - GAS Receipt Date: 05/15/19 Paid by: CALPINE ENERGY Issued...: T0 (DEVON) May 15 2019 08:36 am Devon	Lazzarino	Db: 99 1001	122.63
			23080	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT - GAS Receipt Date: 05/15/19 Paid by: GPT, INC. Issued...: T0 (DEVON) May 15 2019 08:36 am Devon	Lazzarino	Db: 99 1001	54.22
							Day 05/15/19 Total ---->			42632.61
	05/22/19		23081	C	Mis	BL01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 756 CALIFORNIA Receipt Date: 05/22/19	Lazzarino	Db: 99 1001	50.00
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - 756 CALIFORNIA Receipt Date: 05/22/19	Lazzarino	Db: 99 1001	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE - 756 CALIFORNIA Receipt Date: 05/22/19	Lazzarino	Db: 99 1001	.40
			23082	C	Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 810 PLAYA TENANT IMPROVEMENT Receipt Date: 05/22/19 PLAN CHECK FEE 4165	Lazzarino	Db: 99 1001	191.56
				Mis	PLA01		PERMITS/FEES FOR 810 PLAYA TENANT IMPROVEMENT Receipt Date: 05/22/19	Lazzarino	Db: 99 1001	124.52
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEES FOR 810 PLAYA TENANT IMPROVEMENT Receipt Date: 05/22/19	Lazzarino	Db: 99 1001	2.24
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEES FOR 810 PLAYA TENANT IMPROVEMENT Receipt Date: 05/22/19 Paid by: B. DAVIS, INC. Issued...: T0 (DEVON) May 22 2019 12:16 pm Devon	Lazzarino	Db: 99 1001	1.00
			23083	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8055 Receipt Date: 05/22/19 Paid by: LETICIA SANCHEZ	Lazzarino	Db: 99 1001	40.00
			23084	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8048 Receipt Date: 05/22/19 Paid by: JANICE GRIFFIN	Lazzarino	Db: 99 1001	75.00
			23085	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8058 Receipt Date: 05/22/19 Paid by: LEONARDA HERNANDEZ Issued...: T0 (DEVON) May 22 2019 12:17 pm Devon	Lazzarino	Db: 99 1001	40.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/22/19	23086	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8053 Receipt Date: 05/22/19 Paid by: STEVE DIAZ Issued..: TO (DEVON) May 22 2019 12:17 pm Devon	Db: 99 1001 Cr: 10 4221 08	40.00
			23087	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8152 Receipt Date: 05/22/19 Paid by: MARIBEL RAMIREZ Issued..: TO (DEVON) May 22 2019 12:17 pm Devon	Db: 99 1001 Cr: 10 4221 08	40.00
			23088	C	Mis	TRA01	COUNTY/TRAFFIC MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 35 4205 11 Db: 99 1001	132.05
				Mis	CRI01		CRIMINAL FC1463/CITY FINES MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 10 4210 08 Db: 99 1001	104.41
				Mis	POC01		COUNTY/PROOF OF CORR MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 10 4210 08 Db: 99 1001	9.90
				Mis	PTT01		COUNTY/PROPERTY TAX MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 35 4205 11 Db: 99 1001	459.53
				Mis	P172		1/2 TAX POLICE/PROP 172 MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 10 4020 00 Db: 99 1001	24.72
				Mis	REV		COUNTY/REV & RECOVERY MARCH 2019 TRAFFIC Receipt Date: 05/22/19	Cr: 10 4330 08 Db: 99 1001	250.10
			23089	C	Mis	BUI01	Issued..: TO (DEVON) May 22 2019 12:18 pm Devon BUILDING PERMIT 4115 PERMITS/FEEES FOR 354 ORANGE GAS LINE Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4115 05 Db: 99 1001	57.05
				Mis	PLA01		PLAN CHECK FEE 4165 PERMITS/FEEES FOR 354 ORANGE GAS LINE Receipt Date: 05/22/19	Cr: 10 4165 05 Db: 99 1001	100.00
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEEES FOR 354 ORANGE GAS LINE Receipt Date: 05/22/19	Cr: 10 2010 Db: 99 1001	.50
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEEES FOR 354 ORANGE GAS LINE Receipt Date: 05/22/19	Cr: 10 2012	1.00
			23090	C	Mis	BUI01	Paid by: MATTHEW WILLIAMS Issued..: TO (DEVON) May 22 2019 12:19 pm Devon BUILDING PERMIT 4115 PERMITS/FEEES FOR 2080 CALIFORNIA ATM Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4115 05 Db: 99 1001	421.55
				Mis	PLA01		PLAN CHECK FEE 4165 PERMITS/FEEES FOR 2080 CALIFORNIA ATM Receipt Date: 05/22/19	Cr: 10 4165 05 Db: 99 1001	274.01
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEEES FOR 2080 CALIFORNIA ATM Receipt Date: 05/22/19	Cr: 10 2010 Db: 99 1001	7.84
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEEES FOR 2080 CALIFORNIA ATM Receipt Date: 05/22/19	Cr: 10 2012	2.00
			23091	C	Mis	UUT	Paid by: PERMIT CONSULTANTS Issued..: TO (DEVON) May 22 2019 12:20 pm Devon UTILITY USERS TAX APRIL 2019 UUT - GAS Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4025 00	317.18
			23092	C	Mis	REC01	Paid by: TIGER NATURAL GAS Issued..: TO (DEVON) May 22 2019 12:20 pm Devon RECYCLING GRANT RECYCLING GRANT Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4733 00	5000.00
			23093	C	Mis	MS	Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) May 22 2019 12:21 pm Devon AVIANA BUSHNELL JUNE 2019 COBRA Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 2160	52.64
			23094	C	Mis	UUT	Paid by: AVIANA BUSHNELL Issued..: TO (DEVON) May 22 2019 12:21 pm Devon UTILITY USERS TAX FEBRUARY 2019 UUT - ELECTRIC Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4025 00	1883.80
			23095	C	Mis	UUT	Paid by: MONTEREY BAY COMMUNITY POWER Issued..: TO (DEVON) May 22 2019 12:21 pm Devon UTILITY USERS TAX APRIL 2019 UUT - ELECTRIC Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4025 00	706.68
			23096	C	Mis	UUT	Paid by: DIRECT ENERGY Issued..: TO (DEVON) May 22 2019 12:22 pm Devon UTILITY USERS TAX APRIL 2019 UUT - GAS Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4025 00	1.94
			23097	C	Mis	BL01	Paid by: SPARK ENERGY Issued..: TO (DEVON) May 22 2019 12:22 pm Devon BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE-CALIF/TIOGA CORING Receipt Date: 05/22/19	Lazzarino Db: 99 1001 Cr: 10 4055 00 Db: 99 1001	50.00
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE-CALIF/TIOGA CORING Receipt Date: 05/22/19	Cr: 10 4033 00 Db: 99 1001	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE-CALIF/TIOGA CORING Receipt Date: 05/22/19	Cr: 10 2115	

REPORT.: Jun 12 19 Wednesday
 RUN....: 06/12/19 Time: 11:39
 Run By.: Linda Scholink

City of Sand City
 Month End Cash Register Activity Report
 For Period: 05-19

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/22/19	23130	C	Mis	BUI01	BUILDING PERMIT 4115 RETURNED CHECK - PERMITS/FEES 354 ORANGE Receipt Date: 05/22/19	Db: 99 1001	-57.05
					Mis	PLA01	PLAN CHECK FEE 4165 RETURNED CHECK - PERMITS/FEES 354 ORANGE Receipt Date: 05/22/19	Cr: 10 4115 05 Db: 99 1001	-100.00
					Mis	STR01	STRONG MOTION 2010 RETURNED CHECK - PERMITS/FEES 354 ORANGE Receipt Date: 05/22/19	Cr: 10 4165 05 Db: 99 1001	-1.50
					Mis	CBSC	CBSC FEE - SB1473 RETURNED CHECK - PERMITS/FEES 354 ORANGE Receipt Date: 05/22/19 Paid by: MATTHEW WILLIAMS Issued...: TO (DEVON) May 22 2019 02:02 pm Devon	Lazzarino Day 05/22/19 Total ---->	-1.00 10310.67
									150000.00
	05/30/19		23098	E	Mis	LAI01	TRANSFER FROM LAIF TRANSFER FROM LAIF TO CITY CHECKING Receipt Date: 05/30/19 Paid by: TRANSFER FROM LAIF TO CITY CHECKING Issued...: TO (DEVON) May 30 2019 08:31 am Devon	Lazzarino Day 05/30/19 Total ---->	150000.00
									75.00
	05/31/19		23099	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8127 Receipt Date: 05/31/19 Paid by: JOSE BANNAGAN Issued...: TO (DEVON) May 31 2019 10:22 am Devon	Lazzarino Db: 99 1001	75.00
			23100	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8128 Receipt Date: 05/31/19 Paid by: ESTEBAN GONZALES Issued...: TO (DEVON) May 31 2019 10:22 am Devon	Lazzarino Db: 99 1001	75.00
			23101	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8083 Receipt Date: 05/31/19 Paid by: DOMENIC RIVERA Issued...: TO (DEVON) May 31 2019 10:22 am Devon	Lazzarino Db: 99 1001	75.00
			23102	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8104 Receipt Date: 05/31/19 Paid by: GABRIELLE GANGITANO Issued...: TO (DEVON) May 31 2019 10:23 am Devon	Lazzarino Db: 99 1001	40.00
			23103	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8130 Receipt Date: 05/31/19 Paid by: PG MILL & LUMBER Issued...: TO (DEVON) May 31 2019 10:23 am Devon	Lazzarino Db: 99 1001	75.00
			23104	C	Mis	MS	COASTAL PAVING ENCROACHMENT PERMIT Receipt Date: 05/31/19 Paid by: COASTAL PAVING Issued...: TO (DEVON) May 31 2019 10:23 am Devon	Lazzarino Db: 99 1001	475.00
			23105	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 05/31/19	Cr: 10 4055 00 Db: 99 1001	150.00
					Mis	BL02	BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 05/31/19	Cr: 10 4060 00 Db: 99 1001	75.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 05/31/19	Cr: 10 4033 00 Db: 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 05/31/19 Paid by: JUSTIN FLORES Issued...: TO (DEVON) May 31 2019 10:24 am Devon	Cr: 10 2115 Lazzarino Db: 99 1001	.40 1688.62
			23106	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT - ELECTRIC Receipt Date: 05/31/19 Paid by: MONTEREY BAY COMMUNITY POWER Issued...: TO (DEVON) May 31 2019 10:24 am Devon	Lazzarino Db: 99 1001	515.59
			23107	C	Mis	RMRA	ROAD MAINTENANCE & REHAB APRIL 2019 SB1/RMRA - ROAD MAINTENANCE Receipt Date: 05/31/19 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) May 31 2019 10:25 am Devon	Lazzarino Db: 99 1001	58.00
			23108	C	Mis	UUT	UTILITY USERS TAX APRIL 2019 UUT Receipt Date: 05/31/19 Paid by: CONSTELLATION NEW ENERGY Issued...: TO (DEVON) May 31 2019 10:25 am Devon	Lazzarino Db: 99 1001	2078.65
			23109	C	Mis	STAX	SALES TAX RECEIVED DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	25522.86
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 3RD QUARTER 2018 Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	25746.26
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 4TH QUARTER 2018 Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	623078.71
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	5.98
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4030 00	

Reg	Period	Date	Receipt	T Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/31/19	23109	C				
				Mis	STAX	SALES TAX RECEIVED PRIOR DISTRIBUTIONS 1ST QUARTER 2019 Receipt Date: 05/31/19	Db: 99 1001	-116666.95
				Mis	STAX	SALES TAX RECEIVED PRIOR ADVANCES 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	-345400.00
				Mis	MS	STATE OF CALIFORNIA ADJUSTED COST OF ADMIN Receipt Date: 05/31/19	Cr: 10 4030 00 Db: 99 1001	-6692.00
			23110	C	Mis TUT01	Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) May 31 2019 10:26 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 05/31/19	Db: 99 1001	1498.53
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2018 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	24431.53
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 4TH QUARTER 2018 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	26015.87
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	526780.96
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	5.98
				Mis	TUT01	TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	-119316.61
				Mis	TUT01	TRANSACTION/USE TAX PRIOR ADVANCES 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	-301500.00
				Mis	MS	STATE OF CALIFORNIA COST OF ADMIN Receipt Date: 05/31/19	Cr: 10 5023 03	-3710.00
			23111	C	Mis TUT01	Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) May 31 2019 10:28 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 05/31/19	Db: 99 1001	520.58
				Mis	TUT01	TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 1ST QUARTER 2019 Receipt Date: 05/31/19	Cr: 10 4032 00 Db: 99 1001	-423.60
			23112	C	Mis BL01	Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) May 31 2019 10:30 am Devon Lazzarino BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/31/19	Db: 99 1001	150.00
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 05/31/19	Cr: 10 4055 00 Db: 99 1001	3.60
				Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 05/31/19	Cr: 10 4033 00 Db: 99 1001	.40
			23113	C	Mis BUI01	Paid by: TRICYCLE PIZZA Issued..: TO (DEVON) May 31 2019 10:31 am Devon Lazzarino BUILDING PERMIT 4115 PERMITS/FEES - 766 DIAS ROOF REPAIR Receipt Date: 05/31/19	Db: 99 1001	125.25
				Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES - 766 DIAS ROOF REPAIR Receipt Date: 05/31/19	Cr: 10 4115 05 Db: 99 1001	100.00
				Mis	STR01	STRONG MOTION 2010 PERMITS/FEES - 766 DIAS ROOF REPAIR Receipt Date: 05/31/19	Cr: 10 4165 05 Db: 99 1001	.78
				Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES - 766 DIAS ROOF REPAIR Receipt Date: 05/31/19	Cr: 10 2010 Db: 99 1001	1.00
			23114	C	Mis MS	Paid by: TOWN & COUNTRY GARDENING Issued..: TO (DEVON) May 31 2019 10:32 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 4/19 EMC PROPERTY STAFF Receipt Date: 05/31/19	Db: 99 1001	2195.88
				Mis	MS	Paid by: DBO DEVELOPMENT Issued..: TO (DEVON) May 31 2019 10:32 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 1/19 ENGINEER FEES Receipt Date: 05/31/19	Cr: 10 2059 Db: 99 1001	7799.00
			23116	C	Mis MS	Paid by: DBO DEVELOPMENT Issued..: TO (DEVON) May 31 2019 10:33 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 4/19 CITY OF MTRY STAFF Receipt Date: 05/31/19	Db: 99 1001	153.69
				Mis	MS	Paid by: DBO DEVELOPMENT Issued..: TO (DEVON) May 31 2019 10:33 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 4/19 EMC BIO SERVICES Receipt Date: 05/31/19	Cr: 10 2059 Db: 99 1001	6567.02
			23118	C	Mis MS	Paid by: DBO DEVELOPMENT Issued..: TO (DEVON) May 31 2019 10:33 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 3/19 ENGINEER FEES Receipt Date: 05/31/19	Db: 99 1001	17340.50
				Mis	MS	Paid by: DBO DEVELOPMENT Issued..: TO (DEVON) May 31 2019 10:34 am Devon Lazzarino	Cr: 10 2059	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/31/19	23131	C	Mis	INT01	INTEREST IN CHECKING MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 99 1001	3.70
			23132	C	Mis	HOU01	Issued...: T0 (DEVON) May 31 2019 08:45 am Devon Lazzarino CITY HOUSING INTEREST MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 10 1003	8.91
			23133	C	Mis	CDINT	Issued...: T0 (DEVON) May 31 2019 01:51 pm Devon Lazzarino CD INTEREST MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 10 1020	7.32
			23134	C	Mis	OPEB	Issued...: T0 (DEVON) May 31 2019 01:53 pm Devon Lazzarino OPEB INTEREST MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 10 1004	6.13
							Issued...: T0 (DEVON) May 31 2019 01:56 pm Devon Lazzarino		
									Day 05/31/19 Total ----> 399746.14
									Period 05-19 Total ----> 644273.30
									Register 000 Total ----> 644273.30
									===== Total of All Registers ----> 644273.30 =====

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
033551	CALIFORNIA LAW	MAY 2019 POLICE LTD PREMIUMS	05/01/19	245.00
033552	CORBIN WILLITS SYSTEMS	MAY 2019 TECH SUPPORT - MOM	05/01/19	219.35
033553	CALIFORNIA STATE DISBURSEMENT	APRIL 2019 CHILD SUPPORT - BLACKMON	05/01/19	385.00
033554	MONTEREY COUNTY HERALD	CITY HALL NEWSPAPER SUBSCRIPTION RENEWAL	05/01/19	83.65
033555	HUMANA INSURANCE COMPANY	MAY 2019 DENTAL, LIFE AND VISION PREMIUMS	05/01/19	3360.08
033556	MCGRATH RENTCORP	MAY 2019 POLICE LOCKER ROOM RENTAL	05/01/19	209.90
033557	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR POLICE UNIT 92	05/01/19	21.73
033558	VIBEKE NORGAARD	REIMBURSE ATTORNEY EXPENSES	05/01/19	50.20
033559	OHIO NATIONAL LIFE	MAY 2019 LIFE INSURANCE PREMIUMS	05/01/19	69.55
033560	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	05/01/19	69.70
033561	PACIFIC GAS & ELECTRIC	MARCH 2019 UTILITY BILLS	05/01/19	461.20
033562	PINNACLE HEALTHCARE	PARKER PHYSICAL EXAM FOR DMV	05/01/19	120.00
033563	PITNEY BOWES	REPLENISH POSTAGE MACHINE	05/01/19	500.00
033564	CRAIG RIDDELL	2019 WEST END ADVERTISING - MAY INSTALLMENT	05/01/19	1000.00
033565	DAVID W. JANSEN	POLICE - WATCHGUARD SERVER, PATROL 1, BOOKING, EMAILS	05/01/19	504.00
033566	SAND CITY POLICE OFFICERS	APRIL 2019 POA DUES	05/01/19	420.00
033567	STEPHEN L. VAGNINI	2019 WEST END COORDINATOR - MAY INSTALLMENT	05/01/19	5000.00
033568	STAR SANITATION, LLC	GROUND UNIT #3606 - DESTROYED IN FIRE 4/2/19	05/01/19	1359.38
033568	STAR SANITATION, LLC	MARCH 2019 BIKE TRAIL RESTROOM	05/01/19	212.69
033569	SUN LIFE FINANCIAL	MAY 2019 LTD PREMIUMS	05/01/19	648.92
033570	MARY ANN WEEMS	FOR MAY 2019	05/01/19	197.41
033571	RABOBANK VISA CARD	APRIL 2019 COSTCO SUPPLIES	05/10/19	672.91
033572	RABOBANK VISA CARD	COUNCIL PORTRAITS	05/10/19	245.00
033573	RABOBANK VISA CARD	CODE BOOKS, GAS CANS, HEADSET, SOUNDSTATION	05/10/19	996.49
033574	RABOBANK VISA CARD	MEETING AND LECTURE EXPENSES	05/10/19	202.44
033575	AFLAC	APRIL 2019 AFLAC PREMIUMS	05/10/19	980.65
033576	AMERICAN LOCK & KEY	REPLACE P/W TOYOTA TRUCK DAMAGED KEY	05/10/19	3.82
033577	AVAYA, INC	APRIL 2019 TELEPHONE LEASE	05/10/19	246.14
033578	BOYS AND GIRLS CLUB	FY 2018-2019 CONTRIBUTION	05/10/19	1000.00
033579	CAL-AM WATER	APRIL 2019 WATER BILL - 1 SYLVAN	05/10/19	82.28
033579	CAL-AM WATER	APRIL 2019 WATER BILL - 320 ELDER	05/10/19	47.13
033579	CAL-AM WATER	APRIL 2019 WATER BILL - 525 ORTIZ	05/10/19	30.20
033579	CAL-AM WATER	APRIL 2019 WATER BILL - 600 DIAS	05/10/19	165.00
033580	CALIFORNIA HIGHWAY	APRIL 2019 HIGHWAY CLEAN UP	05/10/19	295.00
033581	COMCAST	MAY 2019 POLICE INTERNET	05/10/19	151.16
033582	CYPRESS COAST FORD	2 SIDE FRONT TURN SIGNAL HARNESSES	05/10/19	774.30
033582	CYPRESS COAST FORD	OIL CHANGE FOR CHIEF'S VEHICLE	05/10/19	61.01
033582	CYPRESS COAST FORD	SIDE FRONT TURN SIGNAL UNIT FOR POLICE UNIT 93	05/10/19	32.10
033583	DE LAGE LANDEN FINANCIAL SERVI	MAY 2019 STREET SWEEPER PAYMENT #43	05/10/19	1522.18
033584	FASTENAL COMPANY	SIGN HARDWARE - BANNER POLE AT TIOGA	05/10/19	160.49
033585	HOPE SERVICES	APRIL 2019 CLEAN UP CREW	05/10/19	5734.30
033586	HDL COREN & CONE	4TH QUARTER 18-19 PROPERTY TAX CONTRACT SERVICES	05/10/19	1260.00
033587	THE HERALD	APRIL 2019 LEGAL ADVERTISING	05/10/19	245.12
033588	HOME DEPOT CREDIT SERVICE	APRIL 2019 SUPPLIES	05/10/19	54.32
033589	PATRICIO R. PADILLA	APRIL 13, 2019 OFFICE CLEANING	05/10/19	250.00
033590	MONTEREY COUNTY BUSINESS	5/10/19 MCBC LUNCHEON	05/10/19	90.00
033591	CITY OF MONTEREY	MARCH 2019 BUILDING INSPECTIONS	05/10/19	555.33
033591	CITY OF MONTEREY	MARCH 2019 STAFF MEETINGS	05/10/19	922.14
033592	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 3/31/19	05/10/19	136.77
033593	OFFICE DEPOT, INC.	APRIL 2019 SUPPLIES	05/10/19	481.94
033594	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	05/10/19	93.63
033595	RED SHIFT INTERNET SRVCS	MAY 2019 CITY DSL, WEB & EMAIL	05/10/19	51.98
033595	RED SHIFT INTERNET SRVCS	MAY 2019 POLICE DSL, WEB & EMAIL	05/10/19	41.95
033596	RENTAL DEPOT - MONTEREY	LIFT RENTAL FOR CITYWIDE BANNERS	05/10/19	235.00
033597	DAVID W. JANSEN	NEW FINANCE SERVER - MOM	05/10/19	19682.66
033597	DAVID W. JANSEN	POLICE WATCHGUARD AND CHIEF SYSTEMS	05/10/19	336.00
033597	DAVID W. JANSEN	POLICE WATCHGUARD, RECORDS & CLETS	05/10/19	378.00
033597	DAVID W. JANSEN	TONER CARTRIDGERS FOR CHUCK PRINTER	05/10/19	411.08
033598	RABOBANK VISA CARD	INTERVIEW EXPENSES, BBQ GIFT BAGS	05/10/19	699.29
33551A	PERS - MEDICAL	MAY 2019 PERS HEALTH PREMIUMS	05/10/19	18943.88
33551B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 4/30/19	05/10/19	253.35
033599	AMERIPRIDE SERVICES	APRIL 2019 LAUNDRY SERVICE	05/14/19	522.05
033600	AT & T	APRIL 2019 POLICE TRACNET PHONE LINE	05/14/19	131.51
033601	A.T. & T.	APRIL 2019 POLICE OUTSIDE PHONE LINE	05/14/19	238.73
033602	BALBOA CAPITAL	JUNE 2019 WATER DISPENSER FOR OFFICE	05/14/19	65.20
033603	JEFF BUSHNELL	MAY 2019 ACCRUAL CASH OUT	05/14/19	12531.65
033604	DANIEL A CHARLTON	MAY 2019 ACCRUAL CASH OUT	05/14/19	12068.41
033605	MONTEREY COUNTY WEEKLY	APRIL 2019 CO-OP ADVERTISING	05/14/19	1076.00
033606	COMCAST	MAY 2019 P/W INTERNET AND PHONE	05/14/19	157.08
033607	COMMUNITY PARTNERSHIP FOR	2019 CITY BBQ - FACEPAINTING	05/14/19	250.00
033608	DEL REY OAKS CAR WASH	APRIL 2019 CAR WASHES FOR POLICE	05/14/19	55.00
033609	FASHION STREAKS	2019 CITY BBQ T-SHIRTS/MAY 18, 2019	05/14/19	4453.31
033609	FASHION STREAKS	25 HATS FOR P/W	05/14/19	615.80
033610	FASTENAL COMPANY	12-PACK SAFETY GLASSES FOR P/W	05/14/19	30.10
033611	JOHN M. CARDINALLI	2019 CITY BBQ - CATERING BALANCE	05/14/19	2400.00
033612	VINCENT GARCIA	2019 CITY BBQ - BOUNCE HOUSES, TABLES & CHAIRS	05/14/19	1199.00
033613	KNIGHTS OF COLUMBUS #5261	5/20/19 POLICE OFFICER OF THE YEAR DINNER	05/14/19	36.00
033614	FOREVER FIREWOOD INC.	CARROLL BUILDING ROOF REPAIR - 525 ORTIZ	05/14/19	718.00
033615	MICHAEL MASTROIANNI	2019 CITY BBQ - PONY RIDES & PETTING ZOO	05/14/19	800.00
033616	MONTEREY BAY PEST CONTROL	MAY 7, 2019 PEST CONTROL SERVICE	05/14/19	130.00
033617	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR STREET SWEEPER	05/14/19	47.68
033618	MRWMD	APRIL 2019 REFUSE CHARGES	05/14/19	272.18
033619	VIBEKE NORGAARD	APRIL 2019 S OF TIOGA ATTORNEY FEES	05/14/19	12325.00
033620	PERCY PETERSON	MAY 2019 CITY/POLICE/P/W VEHICLE DETAILING	05/14/19	1060.00
033621	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	05/14/19	87.97
033622	DAVID W. JANSEN	P/W FRONT DESK AND OFFICE SYSTEMS MAINTENANCE	05/14/19	189.00
033622	DAVID W. JANSEN	POLICE PATROL 4 MAINTENANCE	05/14/19	105.00
033623	SHRED IT- SAN JOSE	APRIL 17, 2019 SHREDDING SERVICE	05/14/19	61.04
033624	STEPHEN L. VAGNINI	2019 CITY BBQ - BAND	05/14/19	500.00
033625	STURDY OIL COMPANY	4/15/19 TO 4/30/19 FUEL COSTS	05/14/19	1592.80

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
033626	TROIA FOODS	2019 CITY BBQ - ICE CREAM	05/14/19	237.40
033627	VERIZON WIRELESS	APRIL 2019 CELL PHONE BILLS	05/14/19	1147.34
033628	RABOBANK VISA CARD	3/29/19 MEETING - MAYOR AND COUNCILMAN WIZARD	05/14/19	37.12
33551C	PUBLIC EMPLOYEES RET. SYS	APRIL 2019 PERS RETIREMENT CONTRIBUTIONS	05/15/19	46316.79
033629	EMC PLANNING GROUP, INC.	DECEMBER 2018 OROSCO PROPERTY STAFF SUPPORT	05/20/19	1966.44
033630	EMC PLANNING GROUP, INC.	FEBRUARY 2019 OROSCO PROPERTY STAFF SUPPORT	05/20/19	4552.88
033631	EMC PLANNING GROUP, INC.	FEBRUARY 2019 OROSCO PROPERTY BIO SERVICES	05/20/19	1551.42
033632	EMC PLANNING GROUP, INC.	MARCH 2019 OROSCO PROPERTY STAFF SUPPORT	05/20/19	710.48
033633	EMC PLANNING GROUP, INC.	MARCH 2019 OROSCO PROPERTY BIO SERVICES	05/20/19	3228.51
033634	EMC PLANNING GROUP, INC.	MARCH-APRIL 2019 VIBRANCY PLAN	05/20/19	12531.57
033635	ALLIANT INSURANCE SERVICES, IN	2019 CITY BBQ - ADDITIONAL LIABILITY INSURANCE	05/20/19	453.00
033636	AMERICAN SUPPLY CO	5 WET MOPS	05/20/19	44.59
033637	A.T. & T.	APRIL 2019 POLICE TLINE	05/20/19	214.59
033638	BARTEL ASSOCIATES, LLC	APRIL 2019 SERVICES - CALPERS RETIREMENT REVIEW	05/20/19	3000.00
033639	CHIEF SUPPLY	4 CASES OF LATEX GLOVES FOR POLICE	05/20/19	299.95
033640	COMMUNITY HOSPITAL OF THE	LAB WORK FOR POLICE CASES	05/20/19	172.00
033641	COMCAST	MAY 2019 CITY INTERNET/COUNCIL TV	05/20/19	97.66
033642	DAVID DUCOEUR	MAY 2019 ACCRUAL CASH OUT	05/20/19	5956.07
033643	EMC PLANNING GROUP, INC.	APRIL 2019 PLANNING STAFF SUPPORT	05/20/19	1306.29
033644	MONTEREY BAY AREA SELF INSURAN	LIABILITY CLAIM #MBA18-0313A	05/20/19	676.50
033645	MICHAEL MASTROIANNI	2019 CITY BBQ - PETTING ZOO	05/20/19	400.00
033646	CITY OF MONTEREY	FY 2018-2019 HOMELESS CHALLENGE CONTRIBUTION	05/20/19	387.00
033647	NAPA AUTO PARTS	GREASE FOR P/W BACKHOE	05/20/19	97.88
033648	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	05/20/19	105.47
033649	DAVID W. JANSEN	POLICE - BLACK TONER FOR CLETS PRINTER	05/20/19	156.60
033649	DAVID W. JANSEN	POLICE - WATCHGUARD, PATROL 1, PRINTER	05/20/19	399.00
033650	LINDSEY GREBLO	2019 CITY BBQ - BARTENDING BALANCE DUE	05/20/19	252.00
033651	SPCA	APRIL 2019 ANIMAL SERVICES	05/20/19	310.00
033652	A.T. & T.	APRIL 2019 TELEPHONE BILLS	05/28/19	410.64
033653	MARY ANN MCCONNELL	POLYGRAPH FOR POLICE RECORDS COORDINATOR POSITION	05/28/19	300.00
033654	CALPERS 457 PLAN	MAY 2019 PERS 457 CONTRIBUTIONS	05/28/19	17923.25
033655	CANON SOLUTIONS AMERICA, INC.	APRIL 2019 COPY MACHINE USAGE	05/28/19	264.60
033656	COMCAST	MAY 2019 POLICE CABLE TV	05/28/19	47.43
033657	CYPRESS COAST FORD	REPAIR TURN SIGNAL FOR POLICE UNIT 93	05/28/19	371.10
033658	FASTENAL COMPANY	2 SNIPS KITS FOR P/W	05/28/19	56.79
033658	FASTENAL COMPANY	5 BUNGEES FOR P/W	05/28/19	9.46
033658	FASTENAL COMPANY	GREASE GUN, EAR PLUGS, SNIPS KIT FOR P/W	05/28/19	311.26
033659	MAUREEN KANE & ASSOCIATES, INC	TECHNICAL TRAINING FOR CLERKS CONFERENCE - CONNIE	05/28/19	1550.00
033660	CITY OF MONTEREY	APRIL 2019 BUILDING INSPECTION SERVICES	05/28/19	294.00
033660	CITY OF MONTEREY	APRIL 2019 STAFF MEETINGS & S OF TIOGA MEETINGS	05/28/19	461.07
033661	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	05/28/19	64.48
033662	PACIFIC GAS & ELECTRIC	APRIL 2019 UTILITY BILLS	05/28/19	1779.87
033663	DAVID W. JANSEN	COMPLETE INSTALLATION OF NEW FINANCE SERVER	05/28/19	252.00
033663	DAVID W. JANSEN	INSTALL CABLE, HDL UPGRADE, SHORTCUTS, ADOBE	05/28/19	346.95
033663	DAVID W. JANSEN	INSTALLATION OF NEW FINANCE SERVER	05/28/19	693.00
033663	DAVID W. JANSEN	POLICE COMCAST AND WATCHGUARD	05/28/19	273.00
033663	DAVID W. JANSEN	POLICE IN CAR MOBILE COMPUTING EQUIPMENT	05/28/19	20469.30
033663	DAVID W. JANSEN	POLICE WATCHGUARD, BOOKING AND TONER	05/28/19	464.33
033663	DAVID W. JANSEN	TONER FOR POLICE LASER PRINTER	05/28/19	347.60
033664	STURDY OIL COMPANY	5/1/19 TO 5/15/19 FUEL COSTS	05/28/19	1415.15
33551D	RABOBANK	INCOMING WIRE TRANSFER FEE	05/30/19	15.00

Grn-Total:
 Ttl-Count: 141

262110.14

Sand City
Successor Agency
for the former
Redevelopment
Agency

REPORT.: 06/12/19
RUN....: 06/12/19
Run By.: LINDA

SUCCESSOR AGENCY
Balance Sheet Report
ALL FUND(S)

PAGE: 001
ID #: GLBS
CTL.: SUC

Ending Calendar Date.: May 31, 2019 Fiscal (11-19)

Assets			Acct ID
Fiduciary Fund Tax Increment Account	1,385,238.69	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,424.10	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,757.84	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	224,905.51	40	1070
Fiduciary Fund 2008B Debt Service Fund	58.98	40	1072
Fiduciary Fund 2017 Debt Service Fund	22.84	40	1085
Fiduciary Fund Land	1,958,822.26	40	1291
Fiduciary Fund FURNITURE AND FIXTURES	40,218.25	40	1293
Fiduciary Fund SIGNS AND LANDSCAPING	182,630.99	40	1297
Fiduciary Fund ACCUMULATED DEPRECIATION	-220,294.23	40	1300
Total of Assets ---->	4,629,785.23		4,629,785.23

Liabilities			Acct ID
Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund Deferred Revenue	829,743.00	40	2050
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Fiduciary Fund LOAN PAYABLE-HOUSING	471,405.00	40	2452
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES B BONDS	950,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	4,025,000.00	40	2490
Total of Liabilities ---->	17,461,972.33		

FUND Balances			Acct ID
Fiduciary Fund Unappropriated Fund Balance	-13,290,199.54	40	3400
CURRENT EARNINGS	458,012.44		
Total of FUND Balances ---->	-12,832,187.10		4,629,785.23

REPORT.: 06/12/19
 RUN....: 06/12/19
 Run By.: LINDA

SUCCESSOR AGENCY
 Statement of Revenues & Expenditures
 ALL FUND(S)

PAGE: 002
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: May 31, 2019 Fiscal (11-19)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Fiduciary Fund RPTTF Non Department	0.00	1129954.00
Fiduciary Fund 2008A-TAX EXEMP Non Department	22.84	-103918.88
Fiduciary Fund 2008B-TAXABLE Non Department	114.47	619.44
Fiduciary Fund TAXEXEMPT INT. Non Department	44.09	490.75
Fiduciary Fund TAX INCR INTER Non Department	99.53	1257.75
Fiduciary Fund UNREALIZED GAIN Non Department	0.00	44609.16
Gross Revenues	280.93	1073012.22

Expenditures

Fiduciary Fund Contract Srvcs Finance	0.00	2000.00
Fiduciary Fund Contract Srvcs Community Dev.	0.00	1500.00
Fiduciary Fund Mileage/Auto Administration	0.00	90.00
Fiduciary Fund Mileage/Auto Finance	0.00	67.50
Fiduciary Fund Mileage/Auto Community Dev.	0.00	22.50
Fiduciary Fund Salaries Administration	0.00	12229.22
Fiduciary Fund Salaries Finance	0.00	6989.13
Fiduciary Fund Salaries Community Dev.	0.00	7586.27
Fiduciary Fund Long Term Dis Administration	0.00	97.95
Fiduciary Fund Long Term Dis Finance	0.00	86.08
Fiduciary Fund Long Term Dis Community Dev.	0.00	48.38
Fiduciary Fund DENTAL INSURNCE Administration	0.00	82.13
Fiduciary Fund DENTAL INSURNCE Finance	0.00	34.37
Fiduciary Fund DENTAL INSURNCE Community Dev.	0.00	36.71
Fiduciary Fund VISION INSURANC Administration	0.00	14.90
Fiduciary Fund VISION INSURANC Finance	0.00	6.14
Fiduciary Fund VISION INSURANC Community Dev.	0.00	6.37
Fiduciary Fund Life Insurance Administration	0.00	19.67
Fiduciary Fund Life Insurance Finance	0.00	13.58
Fiduciary Fund Life Insurance Community Dev.	0.00	14.57
Fiduciary Fund Health Benefits Administration	0.00	1454.38
Fiduciary Fund Health Benefits Finance	0.00	639.78
Fiduciary Fund Health Benefits Attorney	0.00	681.18
Fiduciary Fund Health Benefits Community Dev.	0.00	636.51
Fiduciary Fund HEALTH INCENTIV Administration	0.00	246.97
Fiduciary Fund HEALTH INCENTIV Finance	0.00	98.79
Fiduciary Fund HEALTH INCENTIV Attorney	0.00	18.82
Fiduciary Fund HEALTH INCENTIV Community Dev.	0.00	115.25
Fiduciary Fund PERS - Retire. Administration	0.00	1542.45

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-19	05/31/19	00354	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST MAY 2019 INTEREST Receipt Date: 05/31/19 RABOBANK	Db: 40 1025 Cr: 40 4435 00	21.94
			00355	C	Mis	PRP01	Issued..: TO (DEVON) May 31 2019 02:13 pm Devon Lazzarino PROPERTY TAX INCREMENT MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 40 1005 Cr: 40 4450 00	99.53
			00356	E	Mis	MS	Issued..: TO (DEVON) May 31 2019 02:16 pm Devon Lazzarino COUNTY OF MONTEREY ROPS 19-20A/JULY - DECEMBER 2019 Receipt Date: 05/31/19 Paid by: COUNTY OF MONTEREY	Db: 40 1005 Cr: 40 2050	829743.00
			00357	C	Mis	BND05	Issued..: TO (DEVON) May 31 2019 03:14 pm Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST MAY 2019 INTEREST Receipt Date: 05/31/19 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.15
							Issued..: TO (DEVON) May 31 2019 08:26 am Devon Lazzarino	Day 05/31/19 Total ---->	829886.62
								Period 05-19 Total ---->	829886.62
								Register 000 Total ---->	829886.62
									===== 829886.62 =====
								Total of All Registers ---->	829886.62
									===== 829886.62 =====

AGENDA ITEM

6D

MEMO

FOR YOU

To: City Council
Subject: Fiscal Year 2018-2019 Audit
Date: June 11, 2019
From: Director of Administrative Services

Linda

The City of Sand City is required to have an independent audit performed on the City's financial records each fiscal year. Hayashi & Wayland are a certified public accounting firm; and they have been performing the Sand City audit since the mid 1990's, when they replaced the previous auditors Ager, Paik & Jennings.

The City Council has been satisfied with the expertise, accuracy and completeness of the work performed by the auditors, and City staff feels they have a good working relationship with the staff from Hayashi & Wayland.

The proposed cost of the audit for Fiscal Year 2018-2019 is \$49,500, which is up \$5,500 from the \$44,000 we paid for the last year's audit. This increase is due primarily to the additional requirements to GASB 67/68 Pension Reporting and Disclosures. These requirements were new last year and the firm didn't have a good idea of how much time and cost it would take to assist the City with these new requirements or to audit them. Hayashi & Wayland normally increased the auditing costs routinely about 3% per year. Last year the increase was about 15% and this year it is an additional 12%. It has been suggested the City may want to look at an RFP (Request for Proposals) for auditing services for next year.

Staff is recommending that the City Council consider adopting the attached Resolution which reflects the increase to the cost of the audit for fiscal year 2018-2019, not to exceed \$49,500.

wp/td/agendamemos/Hayashi&wayland

From the desk of...
Linda Scholink
Director of Administrative Services
City of Sand City
1 Pendergrass Way
Sand City, Ca 93955
831-394-3054
831-394-2472

CITY OF SAND CITY

RESOLUTION SC _____, 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AUTHORIZING A SERVICE AGREEMENT FOR AUDITOR SERVICES
BY HAYASHI & WAYLAND FOR FISCAL YEAR 2018-2019
AT A COST NOT TO EXCEED \$49,500**

WHEREAS, the City of Sand City is required to obtain the services of an independent qualified auditor to perform annual audits of City/Successor Agency accounts; and

WHEREAS, Hayashi & Wayland has performed an audit on behalf of the City and the Successor Agency (formerly the Redevelopment Agency), every fiscal year since 1995-96 through fiscal year 2017-2018 and has submitted a letter dated June 3, 2019 that proposes a scope of services for performing the audit for FY 2018-2019; and

WHEREAS, the City Council has been satisfied with the expertise, accuracy, and completeness of the work performed by Hayashi & Wayland; and

WHEREAS, the Administrative staff for the City of Sand City has reviewed the scope of services attached hereto as Exhibit A and found that the services to be provided are satisfactory and necessary to perform the required audits for fiscal year 2018-19 and to prepare the required State reports.

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

1. The attached service agreement as proposed by Hayashi & Wayland is hereby accepted;
2. Said authorization is conditioned upon the contractor performing the service at a cost not to exceed \$49,500 as specified in the attached June 3, 2019 letter;
3. Any additional work that may be required or requested of Hayashi & Wayland will be billed at the standard hourly rates as listed in the proposal to include costs associated with proper accounting and audit procedures under the Governmental Accounting Standards Board;
4. The City Manager is authorized and directed to enter into the attached Service Agreement with Hayashi & Wayland, Certified Public Accountants, to perform the scope of services outlined in Exhibit A for the City of Sand City;
5. Hayashi & Wayland will maintain a current Sand City Business License.

Sand City Resolution SC ____, 2019

PASSED AND ADOPTED by the Sand City Council this ____, day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk



HAYASHI | WAYLAND

June 3, 2019

City Council City of Sand City
1 Sylvan Park
Sand City, California 93955

Attention: Linda Scholink, Director of Administrative Services

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Sand City's (the City), governmental activities, each major fund and aggregate remaining fund information as of and for the year-ended June 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); and "Government Auditing Standards" issued by the Comptroller General of the United States (GAS). Those standards, regulations, supplements, or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

- General fund
- Special revenue funds
- Fiduciary funds

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and

4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
 - a. For report distribution; and
 - b. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the City involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the City, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

Because Hayashi Wayland will rely on City of Sand City and its management and City Council to discharge the forgoing responsibilities, the City of Sand City holds harmless and releases Hayashi Wayland, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of City of Sand City's management which has caused, in any respect, Hayashi Wayland breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the conditions of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data which should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts will be discussed and coordinated with Linda Scholink, Director of Administrative Services. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including making journal entries to the trial balance, drafting the financial statements and footnotes, in addition to preparation of the State Controller's report and agreed upon procedures report. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide the aforementioned non-audit services to the City of Sand City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Linda Scholink, Director of Administrative Services, possesses suitable skill, knowledge, or experience and that she understands adjustments to the trial balance and financial statement drafting services to be performed sufficiently to oversee them. Accordingly, the management of the City of Sand City agrees to the following:

1. The City of Sand City has designated Linda Scholink, Director of Administrative Services, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee these services;
2. Linda Scholink, Director of Administrative Services will assume all management responsibilities for subject matter and scope of the adjustments to the trial balance and compilation services;
3. The City of Sand City will evaluate the adequacy and results of the services performed; and
4. The City of Sand City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management of the City of Sand City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

Hayashi Wayland may mention the City name and provide a general description of the engagement in Hayashi Wayland's client lists and marketing materials.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from City personnel.
2. Timely responses to our inquiries.
3. Timely completion and delivery of client assistance requests.
4. Timely communication of all significant accounting and financial reporting matters.
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fee for the services described in this letter will not exceed \$49,500 unless the scope of the engagement is changed or any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Accounts not paid within 30 days from the date of the invoice are subject to a .833% monthly finance charge. Accounts remaining unpaid will also be liable for reasonable collection costs.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate Hayashi Wayland for any additional costs incurred as a result of the City's employment of a partner or professional employee of Hayashi Wayland.

The City agrees not to make any offers of employment to Hayashi Wayland employees. If for any reason our employees should obtain employment with your organization during the period of this engagement, you agree to pay our firm an Employment Firm Placement Fee of 35% of the first year's annual compensation of the respective Hayashi Wayland employee.

In the event we are requested or authorized by the City of Sand City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, City of Sand City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Claim Resolution

Any claims arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of California. It is agreed by the City of Sand City and Hayashi Wayland or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Sand City shall be asserted more than two years after the date of the last audit report issued by Hayashi Wayland.

Information Security - Miscellaneous Terms

Hayashi Wayland is committed to the safe and confidential treatment of the City of Sand City proprietary information. Hayashi Wayland is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Sand City agrees that it will not provide Hayashi Wayland with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City of Sand City information, including the use of collaboration sites to ensure the safe transfer of data between the parties.

Hayashi Wayland may terminate this relationship immediately in its sole discretion if Hayashi Wayland determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Hayashi Wayland client acceptance or retention standards, or if City of Sand City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, City of Sand City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City of Sand City's financial statements. Our report will be addressed to the Honorable Mayor and City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our reports on the City of Sand City's financial statements, we will also issue the following reports or types of reports:

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- An Independent Accountant's Report on Agreed Upon Procedures Applied to Appropriations Limit Worksheet. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements.
- The "Annual Report of Financial Transactions" for submission to the State Controller's Office. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements. You

acknowledge that you have the final responsibility for this report and, therefore, you should review it carefully before you sign and file it.

This letter constitutes the complete and exclusive statement of the agreement between Hayashi Wayland and City of Sand City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements of our audit of the financial statements including our respective responsibilities.

Sincerely,



Michael B. Nolan, CPA, CFE, CGMA
Partner
Hayashi Wayland

Enclosure: Peer Review Report

Confirmed on behalf of the City of Sand City:

Signature _____

Date _____

CITY OF SAND CITY

**Cost Proposal
June 30, 2019**

Hayashi Wayland professional fees are based upon the time spent on an engagement at hourly rates related to the levels of experience of the individuals assigned. We believe that our rates are comparable to those of other accounting firms. However, we believe that our audit approaches and techniques provide a unique capability to achieve audit cost savings while maintaining the highest quality standards.

We propose the following fees for the fiscal year ended June 30, 2019:

City of Sand City, including the Sand City Successor Agency	\$ 44,000
Controller's and Street Reports	5,000
Appropriations Review	<u>500</u>
	<u>\$ 49,500</u>

These fees assume that all the records needed for the audit are available in reasonable condition and that your staff will be available to answer questions, copy documents, and pull selected invoices, canceled checks and other files necessary for the audit.

If, during the course of the engagement, any special or additional work is required we will discuss it with you before we incur additional costs. This work will be billed as an additional charge according to our standard hourly rates as follows:

Partner Services	\$ 340/Hr.
Manager/Supervisor Services	\$ 265/Hr.
Senior Services	\$ 140/Hr.
Junior Staff and Clerical Services	\$ 110/Hr.

We will strive to keep our costs to a minimum so the City will receive the maximum benefit from our services. We look forward to a continuing professional relationship.



CliftonLarsonAllen

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Hayashi & Wayland Accounting & Consulting LLP
and the CalCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting LLP (the firm) in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audit under the Single Audit Act) and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting LLP in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hayashi & Wayland Accounting & Consulting LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Bellevue Washington
November 9, 2017



HAYASHI | WAYLAND

June 3, 2019

Budget and Personnel Committee
City of Sand City
1 Sylvan Park
Sand City, California 93955

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Sand City's financial statements and compliance as of and for the year ended June 30, 2019.

Communication

Effective two-way communication between our Firm and the Budget and Personnel Committee is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding City of Sand City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services



that may be thought to bear on independence. For example, without our permission no partner or professional employee of Hayashi Wayland is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Hayashi Wayland and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements and in determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Entity's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant of which we become aware, consistent with the requirements of the standards and circular identified above.

Timing of the Audit

We have scheduled preliminary audit field work for the first week of September with final field work commencing the second week of September. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to City of Sand City.

This communication is intended solely for the information and use of the Budget and Personnel Committee and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Hayashi Wayland, LLP

AGENDA ITEM

6E

MEMORANDUM

TO: MAYOR CARBONE AND CITY COUNCIL
FROM: CHIEF BRIAN FERRANTE
SUBJECT: ANIMAL CONTROL AGREEMENT
DATE: JUNE 7, 2019

BACKGROUND

The City currently has an agreement with the SPCA for animal disposition services. The contract with the SPCA is due for renewal on July 1, 2019. For fiscal year 2019/2020, there have been some slight increases in the costs associated with the sheltering of impounded animals. Currently, The City pays \$160 per impounded animal and an additional \$25 if SPCA staff is required to provide additional assistance with the animal. For fiscal year 2019/2020 those costs would increase to \$163 per impounded animal with an additional \$25 for assistance. For fiscal year 2020/2021 those costs would increase to \$166 per impounded animal with an additional \$25 for additional assistance. The City only shelters a small volume of animals on an annual basis. Therefore, the cost increases should not have a significant budgetary effect on the City.

RECOMMENDATION

Staff recommends renewing the agreement with the SPCA for animal disposition services.

**CITY OF SAND CITY
RESOLUTION SC _____, 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING RENEWAL
OF SHELTERING AGREEMENT WITH THE SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS FOR MONTEREY COUNTY (SPCA)**

WHEREAS, in 2003 the County of Monterey Health Department established a temporary animal shelter program for the humane boarding, care, and disposition of animals; and

WHEREAS, the County and other participating jurisdictions agreed to share the cost of renovating the shelter and establishing and operating a shelter program, as approved by the Sand City Council by Resolution SC 03-43 (2003) and has been continually renewed through FY 2017-18 (SC 17-57); and

WHEREAS, on August 2, 2016, the City Council approved the Public Safety's recommendation to terminate the Animal Service Agreement with the County of Monterey Health Department and enter into an animal service agreement with The Society for the Prevention of Cruelty to Animals for Monterey County (SPCA); and

WHEREAS, the attached agreement for Animal Services with the SPCA shall take into effect beginning July 1, 2019 through June 30, 2022 and shall remain in full force and effect for thirty-six (36) months with the option to extend the Agreement an additional two years; and

WHEREAS, the financial obligation of Sand City under the agreement shall include:

1. The following fees shall apply for each domestic and exotic animal brought to the SPCA:
 - \$160 for Fiscal Year ending June 2020
 - \$163 for Fiscal Year ending June 2021
 - \$166 for Fiscal Year ending June 2022;
2. A surcharge of \$25.00 per animal will be assessed if SPCA staff assists City's employee or representative in receiving impounded animals; and
3. After holding an animal for five (5) days, a charge to the City of \$30.00 per additional day will be charged for animals held in protective custody;
4. An agreed upon fee of \$28.12 for mammal and wildfowl carcasses weighing from five pounds to two hundred pounds and \$6.49 for a mammal or carcasses weighing less than five pounds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City hereby approves the Sheltering Service Agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA).

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of June, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk



THE SPCA
for MONTEREY
COUNTY

(831) 373-2631/422-4721
P.O. Box 3058
Monterey, CA 93942
SPCAmc.org

RECEIVED
MAR 13 2019
SAND CITY P.D.

March 12, 2019

Chief Brian Ferrante
Sand City
1 Pendergrass Way
Sand City, CA 93955

Dear Chief Ferrante,

Each year at this time, we've contacted you to remind you that your contract for animal sheltering services with the SPCA for Monterey County is renewing and communicating any changes to the contract. This year is slightly different, but we don't see or anticipate any material differences for your city or residents.

Beginning this year and going forward, we are requiring contracted jurisdictions to sign a three-year contract. In the past, jurisdictions essentially had 10-year contracts that renewed annually, and this proved to be challenging for jurisdictions with staffing changes.

The contract we are asking you to sign now is for services beginning July 1, 2019. For fiscal year 2019/2020, our fee for the sheltering of animals coming from your jurisdiction will be \$160.00 per animal. For fiscal year 2020/2021, our fee will be \$163, and for fiscal year 2021/2022, our fee will be \$166. This fee is based on some, but not all of the costs we incur. Animal control and sheltering services are state-mandated. We appreciate that you have chosen The SPCA as your contract provider in the past and we continue to believe we offer the best option, by far, for your residents and animals.

The fee you incur for each animal sheltered by The SPCA does not include our costs for medical care beyond the state-mandated holding period, advertising, marketing, technology, depreciation, and other costs we incur to maximize live outcomes for these animals. This fee also does not

Many people like to remember The SPCA in their will, life insurance, or retirement plan.
Your generous actions today will ensure the rescue, safety and well-being of homeless, neglected and abused animals far into the future.

cover SPCA costs related to recruiting staff needed for the care of animals, maintenance of areas where animals are held, and time spent processing payments and addressing billing questions with jurisdictions. Those costs are, in part, but certainly not completely defrayed by adoption fees, surrender fees and board fees charged to owners redeeming animals.

We believe we provide the best option for your jurisdiction. Here is a partial list of services and benefits we provide your officers, residents, and animals from your city -- many come at no cost to your city:

- Regular treatment of stray and owner-surrendered animals with medical or behavioral conditions made possible with full-time veterinarians and behavior specialists
- Open admission for stray and owner-surrendered animals
- 24-hour access to safe and secure sheltering for animals by your officers
- Response to and investigation of crimes against animals
- 7-day/week access to our facility for your officers and the same access to services for your residents
- Wildlife rescue and rehabilitation, sheltering of exotic pets, and livestock
- Disaster preparedness for pet owners as well as the set-up of animal shelters co-located with human evacuation shelters, so they do not become a burden on first responders
- Education programs for schools
- Low-cost spay/neuter, low-cost vaccinations, and low-cost microchips; we have also begun sponsoring extremely low-cost mobile spay/neuter clinics in a number of our communities

For shelter operations questions, please contact Jenny Morales, our Assistant Director of Shelter and Clinic Services, Monday through Friday. For billing questions, please contact Susan Imwalle, Director of Finance. Each can be reached through our main numbers (831) 373-2631 or (831) 422-4721.

We understand you may need to share this with your staff, with city attorneys and/or with your City Council and have given nearly four months for this review.

This sheltering services agreement will be considered duly executed once it is signed by your representative and returned to us, and must be returned by July 1, 2019, for the continuance of SPCA services. If we do not have a signed agreement by July 1, 2019, we may issue 30-days' notice for discontinuation of our services.

We look forward to working with your city and the residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Delucchi".

Scott Delucchi
Executive Director and CEO

cc: Beth Brookhouser
Jenny Morales
Susan Imwalle

SHELTERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Sand City hereinafter referred to as “City”, which has duly executed, pursuant to resolution or ordinance, a counterpart hereof and the Society for the Prevention of Cruelty to Animals for Monterey County, hereinafter referred to as “Society”.

WHEREAS, City is required by state law to provide for the capture, impoundment, sheltering and disposition of certain non-human vertebrates within the corporate limits of the City and City has qualified personnel to perform field services but does not operate an animal shelter, City desires to contract for the humane sheltering, impoundment and disposition of said non-human vertebrates, including stray and unwanted animals, pursuant to the provisions of applicable California State Code, Agency Rules, County Ordinances, Judicial Orders and City Codes; and

WHEREAS, Society owns and operates an animal shelter and represents itself as being willing and able to provide the services required by City and to carry out the provisions of the aforesaid California Codes and City Ordinances pertaining to the shelter, impoundment, humane care, and disposition of stray and unwanted animals covered by said codes, rules, ordinances, and judicial orders; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS**. The following definitions shall apply to this Agreement:

a. Terms defined in the City’s codes shall have the meanings described in said Codes except for the following:

- i. “Animal” means all non-human vertebrates;
 - a) “Domestic Animal” means animals that are habituated to live in or about the habitations of humans and includes livestock.
 - b) “Exotic Animal” means animals not commonly habituated to live in or about the habitations of humans.
 - c) “Wild Animal” means native and non-native animals in California, which retain their wild nature and which have not been held in

captivity.

ii. "Animal Control Business Hours" means those hours enumerated in section 3 (c) during which Society staff members will assist City's Animal Control Officers in the intake to Society of impounded animals without City incurring additional fees for these services.

iii. "A nuisance animal control operator" means a private individual or other non-governmental entity that removes animals from structures or other areas for a fee;

iv. "Field services" means stray animal pickup, owned animal pickup, injured animal pick up, animal nuisance, and animal complaint investigations and similar services.

v. "Animal Control Officer" is a role provided by Cities and not by the Society.

The person in the role (who may have the title Animal Control Officer, Community Services Officer, Police Officer, or another similar title depending on the City) has multiple functions which include pick-up of strays in their city and delivering these strays to the Society

2. TERM AND TERMINATION. This Agreement shall take effect on July 1, 2019 and shall remain in full force and effect for thirty-six (36) months, ending on June 30, 2022, with an option to extend the Agreement an additional two (2) years, so long as City and Society agree upon fees and terms within sixty (60) days of the expiration of this agreement.

In addition, either party may terminate this Agreement by presentation to the other party hereto a written notice of said termination thirty (30) days prior to the effective date of said termination.

Notwithstanding any other provision to the contrary, failure to provide humane care, handling, or treatment of animals shall constitute a material breach of this Agreement that must be remedied within 24 hours of written notice delivered to the authorized representative of the breaching party. Failure to remedy such a breach of contract within the 24 hours shall terminate this Agreement without further notice.

In the event of termination, regardless of the type of termination, the parties shall fulfill their obligations to the other party up to and including the day of termination.

3. SERVICES TO BE PERFORMED BY SOCIETY.

a. Society shall operate and maintain at 1002 Monterey-Salinas Highway, Salinas, California, an animal shelter in a secure and sanitary manner adequate for the confinement, treatment, and disposition of all animals which may be delivered to it from City, and, except as

otherwise agreed, shall furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for satisfactory performance of the services herein agreed. Society shall maintain on its property all animal food, tools, supplies, etc. and said items may not be removed from Society's property without authorization of the Society's Executive Director or his/her designee.

b. Society shall provide the means to accept during Animal Control Business Hours, and without charge to the person delivering the animal, all stray, abandoned and surrendered dogs, cats, and other domestic and exotic animals delivered to the animal shelter by City's Animal Control or Police Department personnel. Society shall also provide the means to accept during its public business hours, and without charge to the person delivering the same, all live, stray or abandoned dogs, cats, and other domestic or exotic animals delivered to the animal shelter from within the corporate limits of City by the City's residents or others.

c. Animal Control Business Hours for receiving animals from Animal Control or Police Department personnel will now be 8:00 am until 4:00 pm daily. As always, your staff have access to our shelter outside of these hours, but we can't provide regular assistance after 4:00 pm. A surcharge of \$25.00 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter between 4:00 pm and 5:00 pm. After 5:00 pm, Society staff generally won't be available at all. Society staff must have completed paperwork in hand by 4:00 pm or the surcharge will be assessed.

d. Society shall require all such persons who deliver domestic and exotic animals to give their names and present home or post office address and, if they deliver a stray, abandoned, or injured animal, to identify the place where the animal was found. Failure to provide part or all of the required information shall not prevent Society from accepting an animal.

e. Any animal taken into custody by an employee of City shall be delivered to the Society at its shelter in a humane manner or held in a humane way at City's designated holding area until it is delivered to the Society or returned to its owner. Society shall maintain a listing for the public of all stray dog/cat-holding facilities in the County, including location, telephone number and hours of operation, in accordance with state and local laws.

f. Society shall maintain a quarantine section within the animal shelter facility for the confinement and care of any dogs, cats, or ferrets that have bitten persons for a ten-day observation period at the discretion of City. Disposition of those animals that have bitten a person and are exhibiting neurological symptoms shall be disposed of in accordance with

instructions of the Monterey County Health Officer (MCHO) as listed in the Health Department's Rabies Protocols (updated copies to be provided to Society by City). If kennel or cage space is not available in the isolation/quarantine sections of the shelter facility, Society will consult with the County Health Officer to determine how the animal(s) shall be housed and isolated. If directed by the City or the Monterey County Health Officer that the brain of an animal must be tested for rabies, Society shall euthanize the animal and turn over the carcass to County or City personnel who will remove the brain and deliver it to the County Health Department Laboratory for testing. Regardless of the test results, City shall be responsible for the disposal of the remains and reimbursement of any fees charged by County Health Department. Society will not be responsible for removal of the brain or costs attendant thereto.

g. With respect to domestic livestock animals and exotic animals, Society shall use its best efforts to provide these animals with shelter and care. However, the parties acknowledge that Society is not equipped to handle significant numbers of such animals and may decline to provide services if Society in its sole discretion believes that it is unable to provide for the humane sheltering and care for such animals in a cost effective manner. In the event that Society must decline such animals, Society shall cooperate with and assist City in locating other sheltering and care options for those animals.

h. When an impounded domestic or exotic animal bears a license tag from any jurisdiction or other identification tag or can otherwise be identified as to its ownership, Society shall notify the owner in the manner provided by law and include in such notice information regarding the procedure whereby the owner can recover the animal. Any animal suspected of rabies or which has bitten or otherwise exposed any person shall not be released to its owner prior to the end of the quarantine period without express approval of City and MCHO.

i. Before releasing an impounded animal to its owner, Society shall (1) determine, using reasonable prudence, the owner's identity, (2) collect the redemption and maintenance fees prescribed by City's Fee Schedule unless otherwise waived by City, and any other fees set by the Society, (3) provide owner with a receipt for fee payment and (4) obtain a receipt for the return of the animal.

j. Society shall assist City to the extent provided herein in the enforcement of the licensing and anti-rabies vaccination provisions of City's ordinances. Society shall require a redeeming owner to provide proof of a current dog license or anti-rabies vaccination before releasing the impounded dog to its owner. If a redeeming owner does not provide proof of a current dog license or rabies vaccination, Society will administer the rabies vaccination at the

owner's expense. If a qualified Society staff member is not available to administer the vaccination, the owner redeeming the dog will be required to pay for a license and anti-rabies vaccination. The license tag will not be issued, and information will be forwarded to City for follow-up to assure compliance. This will also apply to animals released that are under the age to be vaccinated. Society is not responsible for enforcement or failure to vaccinate or license once the animal leaves its property. The Society will not issue license renewals or assess late fees unless provided for under separate agreement. The above provisions apply to cats if City requires that cats be licensed.

k. Any animal may be redeemed by the owner or owners thereof or adopted in accordance with applicable law, ordinances, and Society policies. The disposition of domestic animals not redeemed by their owner shall be at the sole discretion of Society at the end of any legally mandated holding period. No animal taken into custody within City's jurisdiction and delivered to Society shall be sold, loaned or given to any person, firm, group, society, hospital, corporation, institution, or university for research purposes.

l. Subject to the provisions of Sub-paragraph (h.) above, Society may dispose of currently licensed dogs and identified cats and otherwise identified animals which are not redeemed by their owners after the legally mandated notice has been given. The holding period for such animals shall be that period mandated by law. Animals which are not reclaimed, are relinquished by their owner, or cannot be identified as to ownership, may be disposed of by whichever of the following methods Society may elect:

1. Adoption at such price as Society may determine, subject to licensing requirements and laws pertaining to the sale or transfer of animals.

2. Euthanasia at a time and in a manner that is in accordance with applicable laws pertaining to impounding, housing, and disposition of animals.

3. Transfer to a rescue group.

m. City shall be responsible for emergency treatment of animals in accordance with Sections 597f and 597.1 of the California Penal Code for the mandated holding period. City personnel or agent shall transport injured or sick domestic or exotic animals to the shelter only after they have been seen by a veterinarian. City personnel or agent shall transport injured or sick stray animals from the City's jurisdiction that are brought the shelter by the public to a veterinarian as soon as possible. In what in its sole discretion Society considers to be a medical emergency, Society may transport domestic or exotic animals to a veterinarian designated by City. City shall provide Society with a list of the approved veterinarians. If an animal becomes sick or injured at the shelter during the legally mandated holding period, Society shall arrange for

the treatment of the animal by Society's veterinarian staff or by one of City's approved veterinary providers at City's expense. If City does not designate approved veterinarians or if those veterinarians are unavailable, Society will transport the animal to a veterinarian of its choosing on behalf of City at City's expense. After the mandated holding period, Society shall be responsible for the cost of any veterinary treatment it chooses to provide to the animal. If the owner of an injured or sick stray animal redeems the animal, the owner shall be responsible for reimbursing City and Society for all costs incurred; Society shall not be required to collect City's reimbursement from the owner or withhold returning the animal to its owner. Society shall notify City if the animal is redeemed.

n. To facilitate redemption and adoption of impounded animals, Society shall provide a section of the shelter facility for viewing animals by prospective adopters and a section of the shelter office for redemption and adoption administration. The shelter office and viewing area hours of operation shall coincide with the hours the kennels are open to the public.

o. Society shall collect and remit to City not later than the fifteenth (15th) working day of each month following the end of a quarter those fees enumerated in City Code and collected by Society on behalf of City pursuant to this Agreement during the prior month. The nomenclature of these fees may vary from jurisdiction to jurisdiction but in general they include impound fees, license fees, quarantine fees and maintenance or board fees. Society shall be entitled to retain a \$5.00 processing fee for each license sold for City and any other fees not mandated by City Code that it may collect. The City is responsible for providing Society with the most current fee schedule in writing in a timely manner.

p. Society shall keep complete and accurate records on the receipt, source, holding time and disposition of all dogs, cats, and other domestic and exotic animals delivered into its custody at the Animal Shelter. Said record shall be delivered to the City each month by the twentieth (20) working day of the month for the prior month's activity. All relevant records and accounts shall be made physically or electronically available for viewing at the animal shelter on Society's premises at reasonable times by an authorized representative of the City with 24 hours notice.

q. Society shall use its best efforts to provide opportunities for City's residents to adopt, vaccinate, and microchip dogs and cats. Society shall retain all fees for services and adoptions other than licensing which shall be handled as provided in Paragraph 3(o) above.

r. Society and City believe that neither party has an obligation to subsidize fee-based nuisance animal control operators. Consequently, Society shall not charge City for wild animals

brought to it by nuisance animal control operators and City shall support Society's protocols requiring nuisance animal control operators to pay a fee to Society for wild animals they bring to Society.

s. Society shall not be responsible for any animal control field services mandated by City ordinance.

4. **PAYMENT.** Except for animals held in protective custody or as otherwise noted, the financial obligation of City under this Agreement shall be to pay a fee to Society for each domestic and exotic animal brought to Society from within the corporate limits of City and accepted by Society irrespective of what agency or individual brings the animal to Society based on the following schedule;

For the Year Ending June 30,	<u>2020</u>	<u>2021</u>	<u>2022</u>
	\$160	\$163	\$166

A surcharge of \$25 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter outside of the Animal Control Business Hours set forth in Section 3 (c) above. After holding for five (5) days, a charge to City of \$30 per additional day will be made for animals held in protective custody by Society at the request of City, District Attorney, or pursuant to a judicial order. Any animals held longer than 60 days from the intake date at the direction of the City or Courts will be billed at a rate of 150% of the daily boarding rate.

On a limited basis and for a fee Society will accept from City's Animal Control, Police, or Public Works Departments, animal carcasses for disposal. The agreed upon fee for the period of July 1, 2019, through June 30, 2022, is \$28.12 for mammal and wildfowl carcasses weighing from five pounds to two hundred pounds and \$6.49 for mammal or wildfowl carcasses weighing less than five pounds. Society will not accept livestock carcasses or carcasses weighing in excess of two hundred pounds.

Society shall invoice City monthly for the number of animals sheltered for city under this Agreement in the previous month. The invoice shall be accompanied by an activity report listing individual animals by a control number, their origin, and the billing for each animal. City shall pay said invoice within 30 days of the invoice date and will incur a late fee of one and a half (1 ½) percent per month on amounts more than fifteen (15) days past due. Payments made will apply to current billings first and arrears second.

Failure of the parties to negotiate fees and terms within sixty (60) days of the expiration of the existing agreement may result in Society's election, at its sole discretion, to continue services after the end of the term at the then rate charged City per animal per day plus ten (10) percent.

5. CONTRACT SUPERVISION. City shall designate an official assigned to represent the interest of the City and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Society upon execution of this Agreement. Society's Executive Director or his/her designee shall administer this Agreement on behalf of Society.

6. INDEPENDENT SOCIETY STATUS. Society understands and agrees that the services performed hereunder by its and its directors, officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the City. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for on-premise performance of this Agreement shall be provided by Society in performance of the contracted services. It is also understood that Society shall have control of its work and the manner in which it is performed, provided Society meets all legal requirements. While under contract with City, the Society shall be free to contract for similar shelter services to be performed for other agencies and/or jurisdictions.

Society employs Level 2 Humane Officers who are empowered under California Corporations Code Section 14502 to investigate and prepare for prosecution cases involving animal neglect and cruelty within Monterey County. City agrees to cooperate fully with Society Humane Officers during the performance of their duties in City. If requested by City, Society may, at its sole discretion and upon request by City assist in an investigation initiated by City. Society's Humane Officers will provide technical assistance to City at no charge. Society will shelter animals seized during the course of an investigation under the terms and conditions set forth in Section 3 of this agreement. Where City and Society have each incurred costs in the successful prosecution of a case, each will request and make a good faith effort to secure restitution for both City and Society and will ask that any order of restitution require that funds be allocated proportionally to City and Society based on actual costs incurred by each.

7. INDEMNIFICATION AND INSURANCE. Each party agrees to indemnify, defend and save harmless the other party, their directors, officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or

resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Agreement.

To this end, Society shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice) with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. A certificate evidencing the maintenance of such insurance shall be filed with the City. City shall be given notice in writing at least thirty (30) days in advance of cancellation or any modification thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California. All policies shall provide an endorsement naming City, its officers, agents, and employees as Additional Insured, and shall further provide thirty (30) days written notice to the City in advance of cancellation or non-renewal of said policies.

Policies shall also be endorsed to provide such insurance as Primary Insurance and that no insurance of the additional insured shall be called on to contribute to a loss covered by Society's insurance.

City shall maintain in force at all times a Comprehensive Liability Insurance including automobile liability in the amount of \$1,000,000. Proof of such coverage will be a Certificate of Insurance with written notice to the Society of not less than 30 days prior to cancellation. The Society shall be named as an additional insured for acts or failure to act, arising out of the performance of this Agreement. Any required insurance may be provided by a plan of self-insurance at the option of the City.

8. WORKERS' COMPENSATION. Society shall, throughout the period of this Agreement, maintain in full force and effect a policy of Workers' Compensation insurance, with employers' liability limits of not less than \$100,000.00, covering all of its employees and shall furnish to City evidence of said insurance.

9. INSURANCE COVERAGE CHANGE. If City requires the Society to increase its insurance coverage within a contract year, the City agrees to pay any additional premium cost resulting from that change.

10. **SECTION 504 COMPLIANCE.** Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. The Society shall agree to be in compliance with Section 504 requirements.

11. **COOPERATION.** City and Society shall cooperate with each other in carrying out the terms of this Agreement and in order to be in compliance with state law and local ordinances or regulations. City and Society shall each make available to the other all knowledge and information each has that may be of benefit to the other party. City's Animal Control or Police Department personnel shall be subject to the rules, regulations, and requirements of Society while at the Shelter. City and Society agree that results of their joint proactive programs will not be immediately evident and that each will make a good faith effort to eliminate the euthanasia of adoptable animals from within City's jurisdiction.

12. **ENABLING ACTS.** City shall enact all necessary and reasonable Codes, resolutions and/or regulations to the extent permitted by applicable law, to enable Society to carry out all of its performances and functions under the terms and conditions of this Agreement and incidental thereto.

13. **NOTICE.** In addition to all other notices provided for herein, City shall give Society notice of any Code, resolution, or regulation changes contemplated by it relating to any matters affecting Society's performance or the well-being or humane treatment of animals in the community and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed.

14. **NONDISCRIMINATION CLAUSE.** During the performance of this Agreement, Society and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Society and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Society and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full.

Society shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Society and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Society shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

15. SOLICITATION BY SOCIETY. Throughout the term of this Agreement, Society shall be free to solicit and accept donations from any person or organization to defray the cost of any of Society’s programs, including sheltering services for government organizations and general education.

16. ASSIGNMENT AND SUBCONTRACTING. This Agreement shall not be assigned or subcontracted by Society, either in whole or in part, without the prior written consent of the City, and any assignment without such consent shall automatically terminate this Agreement.

17. TIMELINESS: Time is of the essence in this Agreement.

18. AGREEMENT PREPARATION: It is agreed and understood by the parties hereto that this Agreement has been arrived at through thorough negotiation and that neither party is to be deemed that party which prepared this Agreement within the meaning of Civil Code Section 1654.

19. ATTORNEYS’ FEES AND COSTS: The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorneys’ fees expended in connection with such an action.

20. AMENDMENT: This Agreement may only be modified or amended by the written agreement of the parties.

21. GOVERNING LAW: The City and the Society understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of the State of California in and for the County of Monterey.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date(s) so indicated.

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit public benefits corporation

By: _____
Scott Delucchi
Executive Director

Date: _____

CITY OF SAND CITY

Date: _____

By: _____

Its: _____

Attest: _____

By: _____
City Clerk

AGENDA ITEM

6F

MEMORANDUM

TO: MAYOR CARBONE AND CITY COUNCIL
FROM: CHIEF BRIAN FERRANTE
SUBJECT: HOPE SERVICES AGREEMENT
DATE: JUNE 12, 2019

BACKGROUND

The City currently has an agreement with Hope Services to provide maintenance and support services to the City. The current agreement expires on June 30, 2019. Starting in July of fiscal year 2019/2020 through December 2019, Hope services has indicated the cost per employee will remain at \$16.04 per hour per worker and one supervisor for a total of \$1303.25 per week. For the period of January through June of 2020 the rate would increase to \$17.38 per worker and one supervisor for a total of \$1412.15 per week.

Hope Services provides quality service to the City while providing a positive learning and working environment to its employees. The City's partnership with Hope Services has historically been positive and mutually beneficial. The increase in wages for half of fiscal year 2019/2020 will not have significant fiscal impact.

RECOMMENDATION

Staff recommends renewing the agreement with the Hope Services for maintenance and support services for fiscal year 2019/2020.

**CITY OF SAND CITY
RESOLUTION SC _____, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AUTHORIZING RENEWAL OF A MAINTENANCE SERVICES AGREEMENT WITH
HOPE REHABILITATION SERVICES FOR FY 2019-2020**

WHEREAS, Sand City has previously entered into an agreement with HOPE Rehabilitation Services Gateway Industries (Resolution SC 98-56) to develop a partnership between the City and this non-profit organization for general maintenance services within the City limits; and

WHEREAS, the City and HOPE Rehabilitation Services have been pleased with the arrangements and have agreed to renew this unique, mutually beneficial relationship for FY 2019-2020 as indicated by Attachment A; and

WHEREAS, other functions could include weeding, planting, and other light maintenance jobs on an as-needed basis and other special events, as specified by the Sand City Public Works Supervisor; and

WHEREAS, the cost for services from July through December 2019 will be \$16.04 per hour, per worker and one supervisor (3.25 hrs/day, 5 days/wk) for a subtotal of \$1303.25 per work week, with a semi-annual cost of \$33,884.50 for 26 weeks; and

WHEREAS, the cost for services from January through June 2020 will increase by 8.33% to \$17.38 per hour, per worker and one supervisor (3.25 hrs/day, 5 days/wk) for a subtotal of \$1412.15 per work week, with a semi-annual cost of \$36,715.90; and

WHEREAS, HOPE Rehabilitation Services will continue to provide State Compensation Insurance for the crew and supervisor while garbage bags, safety vests, and trash pickup devices would be provided or reimbursed by Sand City.

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

1. The attached Agreement is hereby accepted and renewed for an annual cost not to exceed \$71,000 for FY 2019-2020.
2. The Interim City Manager is directed and authorized to execute the attached agreement and contract renewal for this program with HOPE Rehabilitation Services for one year, expiring June 30, 2020.

PASSED AND ADOPTED by the Sand City Council on this 18th, day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

ATTACHMENT A

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") made the date last written below, is by and between the City of Sand City, a municipal corporation ("City") and HOPE Rehabilitation Services, a corporation ("HOPE").

RECITALS

A. HOPE is engaged in the training of persons with disabilities to enter the mainstream workforce.

B. HOPE has offered to provide certain maintenance services to the City for a fee and the City desires to engage Hope to provide such services to the City, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Provisions of Services. HOPE agrees to perform certain maintenance tasks for the City as such tasks are identified by the Sand City Public Works Maintenance Supervisor or his authorized representative. Such maintenance tasks will generally consist of, but not limited to, trash removal, cleaning and light maintenance of landscaping, streets and other public areas.

2. Amount of Services. HOPE shall provide a work crew consisting of four maintenance workers and one supervisor to accomplish the assigned tasks referred to in paragraph 1, during the hours of 8:45 a.m. to 12:00 p.m., Monday through Friday.

3. Payment to Hope. City shall pay to Hope the sum of ONE THOUSAND THREE HUNDRED THREE DOLLARS AND TWENTY-FIVE CENTS (\$1303.25) per week for 26 weeks for the services described in paragraph 2 for a total cost not to exceed \$33,884.50 for the beginning of Fiscal Year 2019-2020 (July through December 2019) and ONE THOUSAND FOUR HUNDRED TWELVE DOLLARS AND FIFTEEN CENTS (\$1,412.15) for 26 weeks, not to exceed \$36,715.90 for the period of January through July 2020. Any additional services provided by HOPE at the request of the City shall be billed by HOPE to the City on an hourly basis at \$16.04 or \$17.38 per hour, per worker based on the time services are rendered. HOPE will prepare and submit a list to the Public Works Maintenance Supervisor of the necessary supplies, equipment, etc. needed for the work assignments specified by the City. After review and approval of the proposed supplies, etc. by the Public Works Maintenance Supervisor, the City will purchase or reimburse HOPE for those approved supplies, equipment, etc.

4. Term of Agreement. The term of this Agreement shall begin on July 1, 2019 and end June 30, 2020; provided however, that either party may terminate this Agreement at any time on thirty day written notice to the other party.

5. Supervision of Work. HOPE shall accomplish the maintenance tasks assigned to it by the City in a safe, skillful, workmanlike and lawful manner. All members of the work crew shall dress appropriately for the task at hand at all times while working in the City. The supervisor of the work crew referred to in paragraph 2 shall be with the work crew at all times while the work crew is performing maintenance tasks in the City. City shall have no right or obligation to direct the specific methods used by HOPE or its employees to accomplish a particular maintenance task.

6. Indemnification. HOPE shall indemnify, defend, and hold City harmless from and against any and all losses, claims, demands, damages, expenses or judgments arising from any willful or negligent act, error or omission of HOPE or its employees except for any loss, claim, demand, damage, expense or judgment arising from the sole negligence or intentional act of City or its employee.

7. Insurance. HOPE shall provide the City with proof of workers compensation insurance covering each of HOPE's employees on the maintenance crew prior to commencing any work in the City. HOPE shall also cause the City to be named as an additional insured on HOPE's general liability policy covering losses occurring from HOPE's performance under this Agreement.

8. Relationship of Parties. Nothing in this Agreement or otherwise shall create any partnership or joint venture between HOPE and the City. The parties to this agreement are independent contractors and shall maintain that relationship throughout the term of this Agreement. Nothing in this Agreement or the performance of this Agreement shall create an employer/employee relationship between any individual and the City.

9. Notices. All notices and demands shall be given in writing either by personal service or by registered or certified mail return receipt requested, postage and fees prepaid when delivered by the United States Post Office, or by facsimile transmission with a confirmation copy delivered by mail as aforesaid. Notice shall be considered given on the date received by personal service or transmitted by facsimile, or the date appearing on the return receipt, but if the receipt is not returned, within three (3) days after being mailed. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

HOPE
Program Manager
Hope Rehabilitation Services
744 La Guardia Street, Suite B
Salinas, CA. 93905
Tele: 758-0973
Fax: 758-0252

CITY
City Manager
City Hall
1 Pendergrass Way
Sand City, CA 93955
Tele: 394-3054
Fax: 394-2472

10. Time. Time is of the essence of this Agreement

11. Amendment of Contract. This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by City and HOPE.

12. Captions. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

13. Holidays. The following days are holidays in which the City of Sand City observes, and HOPE shall not be obligated to perform any services on these days.

July 4, 2019	Independence Day (observance)
September 2, 2019	Labor Day
October 14, 2019	Columbus Day
November 11, 2019	Veterans Day
November 28-29, 2019	Thanksgiving holiday
December 24 & 25, 2019	Christmas holiday
January 1, 2020	New Year's Day
January 20, 2020	Martin Luther King Day
February 17, 2020	President's Day
March 31, 2020	Cesar Chavez Day
May 25, 2020	Memorial Day

HOPE REHABILITATION SERVICES

Date: _____

Pam Smith, Manager

CITY OF SAND CITY

Date: _____

Fred Meurer, Interim City Manager



hope services

June 11, 2019

Fred Meurer
Interim City Manager
City of Sand City
1 Sylvan Park
Sand City, CA 93955

Re: Agreement for the Sand City Public Work Crew
Contract Period: July 1, 2019 through June 30, 2020

The City of Sand City shall pay to HOPE the sum of \$1303.25 per week (\$16.04 per hour per worker and one supervisor) for 26 weeks for the services beginning FY19-20 July through December 2019 and \$1412.15 per week (\$17.38 per worker and one supervisor) for 26 weeks for the period of January through June 2020.

We will be observing the following holidays and shall not be obligated to perform services:

July 4, 2019 - Independence Day
September 2, 2019 - Labor Day
November 28 & 29, 2019 - Thanksgiving
December 24 & 25, 2019 - Christmas
January 1, 2020 - New Year's Day
January 20, 2020 - Martin Luther King, Jr. Day
February 17, 2020 - President's Day
May 25, 2020 - Memorial Day

We acknowledge that the City of Sand City also observes the following holidays and the Hope crew will not work on those days as well:

Columbus Day, Veteran's Day, Caesar Chavez Day

Should you have any questions please contact me at 758-0973. We look forward to continuing our working relationship with you.

Sincerely,

Pam Smith
Manager

Amazing is all in a day's work.

744 La Guardia Street Suite B • Salinas, CA 93905 • t 831-758-0973 • f 831-758-0252 • hopeservices.org

printed on post-consumer-waste recycled paper.



AGENDA ITEM

6G

**CITY OF SAND CITY
RESOLUTION SC ____, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
RECOGNIZING DR. WALTER TRIBLEY UPON HIS RETIREMENT FROM THE
CALIFORNIA COMMUNITY COLLEGES SYSTEM AND AS
SUPERINTENDENT/PRESIDENT OF MONTEREY PENINSULA COLLEGE**

WHEREAS, Dr. Walter Tribley has served as the Superintendent/President of Monterey Peninsula College from 2012 to 2019 and will be retiring from the California Community Colleges System to pursue a career in education with the State of Wyoming; and

WHEREAS, Dr. Walter Tribley is a creative, innovative, and passionate leader who encourages the growth and potential of college personnel and values the role of community colleges within the community; and

WHEREAS, Dr. Walter Tribley has directly contributed to the growth of students, faculty, and staff by leading the campus community to achieve full reaffirmation of the College's accreditation through 2023, instilling strong fiscal stewardship, establishing clear organizational structures, stabilizing enrollment, and introducing technological solutions to improve campus operations to better serve the students and community; and

WHEREAS, Dr. Walter Tribley serves on several boards throughout the Monterey Peninsula including the Monterey County Workforce Investment Board, Monterey County Children's Council, Fort Ord Reuse Authority, and the Monterey Peninsula College Foundation, as well as Chair of the Board of the South Bay Regional Public Safety Training Consortium where he served as the college's representative.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Sand City hereby recognizes Dr. Walter Tribley for his contribution as an outstanding leader, his commitment to the educational growth of the Monterey Peninsula community, and further wishes him abundant success in his new career.

PASSED AND ADOPTED by the City Council of Sand City on this 18th, day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

RECEIVED

JUN 03 2019

CITY OF SAND CITY

May 30, 2019

Mayor Mary Ann Carbone
City of Sand City
1 Sylvan Park
Sand City, CA 93955

RE: Official Proclamation

Dear Mayor Carbone:

As you may be aware, Dr. Walter A. Tribley, Superintendent/President is assuming the position of president of Northern Wyoming Community College District in July 2019 after a distinguished career as Monterey Peninsula Community College District superintendent/president.

Dr. Walt Tribley has been serving as the superintendent/president of the Monterey Peninsula Community College District since December 2012. Under Dr. Tribley's leadership, Monterey Peninsula College has made remarkable progress to directly benefit the students and the community the College serves.

A request for an official proclamation in the honor of Dr. Walter Tribley, Superintendent / President, would be greatly appreciated. Dr. Tribley's biography is enclosed.

MPC's Governing Board will honor Dr. Tribley at the June Board meeting on **Wednesday, June 26th**, at 4:00pm located in MPC's Library – Sam Karas Conference Room.

If you choose to issue an official proclamation, you may bring it to the **June 26th** MPC Board Meeting and present it to Dr. Tribley in person OR you may mail it to Monterey Peninsula College, Attn: JoRene Finnell, 980 Fremont Street, Monterey, CA 93940, **by June 21, 2019** to be placed on the Board Agenda and presented.

*(Please join us in bidding Dr. Tribley farewell at a hor d'oeuvres and wine reception on Thursday, **June 13, 2019**, from 4pm – 6pm located at Monterey Peninsula College in the Library. RSVP by June 10th by contacting JoRene Finnell at jfinnell@mpc.edu or (831) 646-4272.)*

If you have any questions or need additional information, please do not hesitate to contact JoRene Finnell, Executive Assistant to the Governing Board, at (831) 646-4272.

Sincerely,

MPC Governing Board of Trustees

DR. WALTER A. TRIBLEY, MPC SUPERINTENDENT / PRESIDENT BIOGRAPHY



Dr. Walt Tribley has been serving as the superintendent/president of the Monterey Peninsula Community College District since December 2012. He began his career in higher education as a faculty member at Seminole Community College in Florida. After earning tenure there and securing the college's first grant from the National

Science Foundation, he joined the University of Florida to teach biotechnology to educators and graduate students. Dr. Tribley came to Monterey Peninsula College after serving in several roles of increasing responsibility at Wenatchee Valley College for approximately 11 years culminating as Vice President of Instruction. Wenatchee Valley College is a comprehensive community college in North Central Washington with two campuses within a service district of approximately 10,000 square miles. Dr. Tribley has dedicated his career to the mission of community colleges where student success is celebrated, employees are honored, and communities are empowered.

Dr. Tribley earned a bachelor's degree in secondary science education, and a bachelor's and a master's degree in biology from the University of Idaho. He earned his Ph.D. in Biochemistry from Washington State University. After completing his Ph.D., he was hired as a scientist in a biotechnology start-up in California developing blood tests for the early detection of gynecologic cancers (primarily ovarian and breast cancers). He values connecting relevant industry-specific curriculum with a liberal arts education to enable students to be well educated and adaptable for the careers of tomorrow.

Dr. Tribley is a collaborative, innovative, engaged, and passionate leader who enjoys building teams and supporting college personnel to grow and reach their potential. He strongly values the role of community colleges in the community.

In the greater Monterey Peninsula community, he currently serves on several boards, including the Monterey County Workforce Investment Board, the Monterey County Children's Council, Fort Ord Reuse Authority, and the Monterey Peninsula College Foundation. He also represented the College on the board of the South Bay Regional Public Safety Training Consortium and served as its chair.

Under Dr. Tribley's leadership, Monterey Peninsula College has made remarkable progress to directly benefit the students and the community the College serves.

Among his many accomplishments as superintendent/president, his most significant successes include:

- Leading the campus community to achieve full reaffirmation of the College's accreditation through 2023, including leading the charge to take the accreditation status from *probation* to being *fully reaffirmed* in just 13 months;
- Instilling strong fiscal stewardship by discontinuing deficit spending and balancing the College's budget;
- Establishing clear organizational structures to ensure the future success of the institution, so that MPC can continue to serve the needs of the community as it has for over 70 years;
- Stabilizing enrollment in the College after multiple declining years;
- Graduating the largest number of students ever, in May 2018;
- Introducing technological solutions to improve campus operations and efficiencies to better serve students and the community;
- Assisting the MPC Foundation to double their holdings and the amount gifted to MPC faculty and students in support of student success;
- Establishing a strong partnership with California State University, Monterey Bay to improve transfer, including the dual admission programs in marine sciences and business;
- Creating dual enrollment programs in collaboration with Monterey Peninsula school districts to make college more accessible for all area high school students;
- Obtaining MPC's first federal Title V Hispanic Serving Institution grant for \$3.75 million, in collaboration with California State University, Monterey Bay, to increase transfer and degree completion of underrepresented students.

AGENDA ITEM

8A

CITY OF SAND CITY

STAFF REPORT

MAY 2, 2019
(For City Council Consideration on June 18, 2019)

TO: Mayor & City Council
FROM: Richard James, EMC Planning Group
SUBJECT: Sand City Vibrancy Plan

INTRODUCTION

Three years ago the City embarked on creating a Vibrancy Plan as a map in achieving the General Plan's vision of the West End and South of Tioga districts as a vibrant pedestrian-friendly area with housing, restaurants, and entertainment, in addition to the arts community and the many service businesses that already exist in the area. Staff requests City Council's acceptance of the Vibrancy Plan as an informational study document to guide future policy and investment decisions.

BACKGROUND

Project Location:

The Vibrancy Plan focuses on the South of Tioga District, the West End District, and the non-residential parts of the adjacent East Dunes District (the "Vibrancy Area"). Additionally, the Vibrancy Plan considers the context of, and connections to, adjacent areas, including the City's beach, shopping centers, and Seaside's West Broadway District.

Existing Conditions:

The Vibrancy Area is almost entirely built with predominantly light industrial and heavy commercial uses, warehouse buildings, and a mix of housing. Typical businesses within the Vibrancy Area are trades, contractors, automobile services, and storage facilities, but the range of businesses is quite broad; including as examples, a bakery, a soap maker, and hydroponic garden supply store. There are also multiple artists' studios. The largest concentration of housing is at The Independent, but there are many residential units in other apartments, small houses, and mixed use buildings. The Vibrancy Area also includes City Hall, Calabrese Park, the community garden, and the railroad corridor. Two significant vacant sites are the Catalina Lofts site, and the remainder of the Robinette site next to The Independent. Buildings in the Vibrancy Area date from the 1940s to recent construction. Most buildings in the South of Tioga area are currently vacant pending development of a hotel and residential project.

Land Use & Zoning:

Two portions of the Vibrancy Area are within the Coastal Zone, which encompasses: the first 200 feet eastward from the eastern edge of the State Route 1 (freeway) right-of-way, and the railroad corridor and land within 100 feet westward of the railroad corridor. City acceptance of the Vibrancy Plan does not involve any Coastal approvals.

General Plan designations within the Vibrancy Area include Mixed Use Development (the predominant designation), Regional Commercial/Mixed Use Development, Industrial Manufacturing, Public Facility, and East Dunes Specific Plan.

Zoning designations are MU-P (Planned Mixed Use), C4 (Coastal-Regional Commercial), C-2 (Heavy Commercial), M (Manufacturing), PF (Public Facilities), and R-2 (One-Family/Two Family). Some parcels carry additional planned unit development (PUD) or Coastal Zone (CZ) designations.

General Plan Guidance

The City's 2002 General Plan shifted the City away from the resource extraction, industrial, and heavy commercial uses that had historically existed in the City, and moved it toward a mixed use community with retail, artists, and housing. This shift recognized a trend in land use that had already been in progress at the time the General Plan was adopted. The General Plan includes a series of policies that call for transformation of the South of Tioga and West End ("Old Town") districts to a vibrant center of daytime and nighttime activity. This is summed up in the following excerpt from the General Plan vision statement:

"The Sand City of the future will be known for its thriving Old Town area which accommodates a variety of carefully planned mixed uses. As the historic heart of the City, Old Town's unique building spaces will attract small and medium-sized specialty shops, low impact light manufacturing industries, restaurants, professional offices, and a growing artist community, with a preference for what has become known as "live-work" units. Increased residential opportunities will also be possible.

The vitality of the Old Town area will not be limited to standard working hours, but extend into evenings and weekends, as residents and visitors enjoy cultural activities, markets, and festivals. Attractive and pedestrian friendly streetscapes will encourage residents and visitors to walk from shop to shop, and enjoy lunch or dinner within the outdoor patio of a favorite bakery or cafe."

Numerous General Plan goals and policies further direct this vision:

GOAL 2.1

Transform the Old Town district from an area of heavy industrial, unplanned land use mix and warehouse uses to a planned area of

light manufacturing, service, commercial and residential uses, with a heavy emphasis toward streetscape beautification.

Policy 2.1.1

Encourage the establishment of new land uses within the Old Town district that:

- Provide goods and services required by the community and surrounding area
- Are generally complementary to other desirable businesses in the area and are residentially compatible in terms of being low-impact neighbors to residential uses
- Contribute to a diversity of activities that could include artisans, ethnic markets, and restaurants, entertainment, and incubator industries
- Provide housing opportunities at appropriate locations, including mixed use development

Policy 2.1.2

Prohibit any new self-storage or purely warehouse uses. Expansion of the self-storage facilities on California Avenue is permitted, provided that significant upgrading of the entire property is included as a condition to design permit approval.

Policy 2.1.3

Encourage facade renovations and the conversion of existing storage facilities to other more active uses. The Redevelopment Agency should develop a façade Improvement program that includes low interest loans for such purposes.

GOAL 2.2

Create pedestrian-oriented streets in the Old Town district.

Policy 2.2.1

Work toward the development of a unified streetscape with landscape, pedestrian amenities, and appropriate directional signage throughout the Old Town district.

Policy 2.2.2

Encourage the establishment of outdoor uses (restaurant seating, etc.) adjacent to public sidewalks provided that an unobstructed corridor is maintained for pedestrian circulation.

GOAL 2.3

Reduce land use conflicts in the Old Town District.

Policy 2.3.2 Encourage the establishment of "live/work" units and artisan uses, particularly as a transitional use between residential clusters and commercial and light manufacturing uses.

GOAL 2.4

Reduce land use conflicts created by insufficient parking and loading facilities in the Old Town district.

Policy 2.4.1

Implement the comprehensive parking strategy for Old Town identified in the City's Circulation Element.

Policy 2.4.2

Identify appropriate locations for public parking facilities and structures.

Policy 2.4.3

Explore the feasibility of designating centrally located loading areas to serve multiple businesses within geographically defined portions of the Old Town district to eliminate current right-of-way obstructions created by haphazard loading and unloading activities.

GOAL 3.1

Enhance and maintain the Sand City street and highway system to promote the safe and efficient movement of vehicles throughout the city.

Policy 3.1.4

Plan for and develop a better connection between Old Town, South of Tioga, and Destination Commercial districts.

Policy 3.1.5

Pursue the development of a new vehicular and/or pedestrian linkage between the Old Town and South of Tioga Coastal districts, as well as pedestrian and aesthetic enhancements to existing coastal linkages at the Tioga Avenue overcrossing and Playa Avenue underpass.

GOAL 3.6

Improve the appearance and safety of streets within the southeast portion of the city through the implementation of a comprehensive parking plan.

Policy 3.6.3

Plan and facilitate the development of public parking lots and/or structures within the southeast portion of the city by identifying

appropriate locations for such facilities and pursuing their acquisition and development.

Goal 3.9

Encourage the reestablishment of railroad service both as an alternative mode of transportation and as a stimulus to tourism.

Policy 3.9.2

Pursue development of a recreational trail within the existing rail corridor through Sand City.

GOAL 3.11

Encourage the conformance of utility systems to community design standards while retaining their essential functions.

Policy 3.11.2

Pursue a variety of financing options to accomplish undergrounding of existing overhead utility lines in developed areas of the city.

VIBRANCY PLAN DESCRIPTION

Vibrancy Plan Vision:

The Vibrancy Plan presents the following vision and purpose, which builds upon the General Plan vision statement.

Vision. Vibrant, livable, and sustainable West End and South of Tioga districts, embracing and enhancing its arts community, recognizing its unique character, attracting and transitioning to a mixture of land uses, with new residential opportunities, distinctive places, and a prosperous, resilient, and welcoming community.

Purpose. To inform the staff and council in developing a road map for advancement of the City's diversity and unique identity, while promoting the arts community, residents, businesses, and local government to collaborate and establish a connected community. To imagine, shape, and enable the City to advance into vibrant West End and South of Tioga districts. Go beyond expressing the goals and policies of the General Plan and add to those goals and policies by providing specific ideas on building design, zoning standards, pedestrian and vehicular circulation, directional signage, landscape enhancement, and public art to draw the community into a downtown atmosphere. To provide ideas to create, preserve, and promote economic development, address economic incentives and funding opportunities, and guide City investment. Illustrate the advantage of land use flexibility while also serving as a guide to strengthen Sand City's position in the region and connections to the neighboring communities.

Plan Components:

The Vibrancy Plan includes four chapters and six appendices as listed below:

Chapter 1	Vision and Purpose
Chapter 2:	Policy Considerations
Chapter 3	Idea Book and Tool Box
Chapter 4	Making it Happen
Appendix A	General Plan Goals and Policies
Appendix B	Existing Conditions and Background
Appendix C	Public Outreach (a portion of this appendix is on a CD)
Appendix D	Street Furniture (to be completed by staff)
Appendix E	Landscape Materials
Appendix F	Graphics and Photo Credits

Vibrancy Plan chapters 2 and 3 discuss six primary subject areas: land uses, economic development, affordability and displacement, circulation and parking, streetscape and aesthetics, and attracting visitors and business. Chapter 2 presents background information on each of these topics, and Chapter 3 provides a range of suggested programs relating to these topics. Chapter 4 outlines a broad prioritization framework for implementation of the suggested programs. It is recommended that the City Council engage in prioritization workshops to establish the relative importance of the specific programs suggested in Chapter 3, and to develop a cohesive and detailed implementation program as part of the City's capital improvement planning. The appendices provide background information, documentation on the public input that was received, and recommendations on plantings. Please note that staff will be completing Appendix D with selection of a standard design for benches, trash receptacles and similar street furniture, to ensure a consistent style and design to these features. The end notes to Chapter 3 provide a large body of reference material.

Topic Areas:

Land Uses. This section presents programs that aim to transition uses from the existing concentration of contractors, automobile services, and storage facilities to restaurant, general services, and retail uses that would serve area residents and bring an active pedestrian street life. This is seen as a gradual transition that does not ultimately replace all of the existing uses, but rather tips the balance of uses. Approaches include changes to the zoning ordinance, increasing the customer base, facilitating night-life uses, focusing on a core area, and investing in catalyst projects, such as development of the Carroll Property and a civic center.

Economic Development. The economic condition of the Vibrancy Area is good, as relatively lower costs attract services and contractor uses. This section focuses on ways the City can catalyze an influx of the uses that would bring resident services and pedestrian street activity. Approaches include facilitation of private development, short-term catalyzing uses, establishment of financing districts, and promotion of the arts sector.

Affordability and Displacement. Successful economic development could have corollary effects adverse to the City's residents and artists, who could be squeezed out if real estate costs escalate. This section provides ideas to assist with continued affordability for residents, artists, and other small businesses. Most of the strategies in this section require the City to establish programs that in some way bring public or private funds to preserve affordability and prevent displacement. The City could work in conjunction with non-profit organizations to this end.

Circulation and Parking. Improving the pedestrian and bicycle environment, improving connections to adjacent areas, and ensuring adequate parking are the principal concerns addressed in this section. Approaches include identifying routes on which pedestrian, bicycle, and disabled access improvements should be prioritized, developing parking strategies, including a financing plan for parking structures, and maximizing parking on streets while balancing competing needs within the City's rights-of-way.

Streetscape and Aesthetics. This section focuses on investment in the visual character of the Vibrancy Area, both directly by the City in the public realm and leveraging City investment to prompt private improvements. Suggested programs include placing wires underground, street landscaping and furniture, and public art. The Vibrancy Plan envisions that the existing industrial character would mix with new cutting edge design resulting in an eclectic character unlike any other location in the Monterey Bay area.

Attracting Visitors and Business. This section discusses the chicken and egg relationship of promotion relative to civic improvements and business expansion; or to borrow from Gertrude Stein, "is there a there, there?" The Vibrancy Plan suggests that promotion of the area be metered in pace with the level of visitor attractants, and that temporary uses and events be used to entice initial visitation and business investment.

Public and Committee Input:

The City sought public input to the Vibrancy Plan through establishment of a technical advisory committee and several public outreach events. The City also publicized the Vibrancy Plan through articles in four City newsletters. The advisory committee was appointed by the City Administrator and included business and property owners, members of the arts community, and staff and City Council members. The committee met three times to provide guidance on aspects of the Vibrancy Plan. The City staffed a booth at the West End Celebration in 2016, 2017, and 2018. The booth publicized the City's Vibrancy Plan project, presented informational displays, and provided residents and visitors the opportunity to provide input through discussions with staff and completion of questionnaires. A design open house was hosted at The Independent in October 2017, and featured seven activity centers. More than 40 people attended the open house. Members of the technical advisory committee and Design Review Committee provided comments on a draft Vibrancy Plan in March 2019. Staff considered those comments in preparing the City Council draft of the Vibrancy Plan being presented at this time.

DISCUSSION

Predominant Themes and Major Initiatives:

A number of key areas of interest and importance surfaced throughout the development of the Vibrancy Plan. These are summarized in Chapter 1, and are:

- Make Beneficial Use of the Carroll Property
- Create a Civic Center
- Preserve the Industrial Feel of the Vibrancy Area
- Embrace the Arts Community
- Transform the Railroad Corridor to a Greenway
- Connect to the Beach
- Assure Adequate Parking
- Make Best Use of Small Spaces

The first two of these are major catalyst projects, and the City will need to develop a financing program to achieve them. The Carroll Property is a major City asset that sits at a strategically important location. This site has the potential to host temporary catalyst programs, serve long-term parking needs, offer a long-term venue for events, and/or provide a space for key retail or restaurant magnet uses. The City also owns property at and adjacent to City Hall/Calabrese Park with the potential for stunning ocean views, event space, or public-private investment in addition to improved City office space. The civic center property holds the potential for a landmark public facility among Monterey Bay area cities.

The Vibrancy Area has an industrial feel that is unlike any other place in the Monterey Bay region. Several of the public input questions were designed to gauge attitudes about the basic feel of the Vibrancy Area, and there was strong sentiment that maintaining the essence of this character is important as new uses and buildings evolve. Most people also felt it important to retain or strengthen the arts community, including holding more art-related events and performances, and establishing murals and public art displays.

Related to an overall improvement in the pedestrian environment, connections to adjacent areas is important. There is strong support for a path to connect East Dunes to Tioga Avenue and the beach, and for fully capitalizing on the railroad corridor, not just as a way to connect places, but as a community focus that is grand in its vision. The Vibrancy Plan envisions connecting the railroad corridor with the East Dunes path via enhanced pedestrian improvements on lower block of Hickory Street, potentially in the form of an event plaza.

Parking has been a significant concern in the Vibrancy Area for many years. There is much speculation on the effect self-driving cars will have on parking demands, and the Vibrancy Area is fortunately situated close to planned rapid bus (or rail) transit, but the City does need to ensure that adequate parking is provided for the foreseeable future. There are two potential garage locations, and the City should preserve its options for those sites. Overall, parking demands are likely to increase over time, and the City will

need a number of approaches to meet the demand. The Vibrancy Area is tightly built with existing uses, and the street rights-of-way are narrow relative to many cities. Therefore, the design details for future development become very important, to best use the space that is available, and some compromises will be required between parking, pedestrian amenities, storm drainage, and landscaping.

Implementation Approach:

The Vibrancy Plan presents a wide range of suggested programs and initiatives, implementation of which will far exceed the City's staffing and fiscal capabilities. Therefore, the City Council will need to prioritize these programs and make determinations as to which will be most effective to achieve City goals for the Vibrancy Area and the City as a whole.

Chapter 4 outlines a recommended general approach, and identifies key public and private development parcels within the Vibrancy Area. Staff recommends that the City Council engage in workshops over the coming months to set priorities for future City investment and prioritization of programs. The City Council should consider, if it desires, to select preferred programs from the Vibrancy Plan, and carry those forward into policy direction through a General Plan update.

MUNICIPAL CONSIDERATIONS

Water:

The Vibrancy Plan does not directly change water demands, but suggested programs within the study could increase future demands for water, and other suggested programs encourage water conservation. No water allocation is necessary for acceptance of the Vibrancy Plan.

Wastewater:

The Vibrancy Plan does not directly change wastewater generation or treatment needs, but suggested programs within the study could increase future demands.

Storm Drainage:

The Vibrancy Plan does not directly change storm water run-off or the need for storm drainage facilities, but suggested programs within the study could lead to implementation of low impact development storm water designs on City streets.

Public Services:

The Vibrancy Plan does not directly change demand for public services such as fire or police, but suggested programs could result in population and business patronage increases that could lead to increased service needs.

CEQA Compliance:

The Vibrancy Plan, as presented at this time to the City Council, is a planning study that will guide and influence future land use, economic development, and public investment planning decisions. The Vibrancy Plan does not itself establish new policy direction or programs. Therefore, the Vibrancy Plan qualifies for the Statutory Exemption for

Feasibility and Planning Studies (CEQA Guidelines Section 15262) and Categorical Exemption Class 6, Information Collection (CEQA Guidelines Section 15306), where the City will file a Notice of Exemption.

Fiscal Impact:

The City has used General Fund allocations from fiscal years 2015/16, 2016/17, 2017/18, and 2018/19 to fund preparation of the Vibrancy Plan. No further allocations are needed for acceptance of the plan.

STAFF RECOMMENDATION

The Vibrancy Plan is an informational study that provides the City Council with an array of suggested programs to address economic development, transform the Vibrancy Area with housing, restaurants, and other mixed uses, promote the arts, ensure adequate parking, address displacement, initiate streetscape improvements, and incentivize private investment. The Vibrancy Plan could serve as a cornerstone to a General Plan update. Staff recommends **APPROVAL** of the resolution to adopt the Vibrancy Plan as a policy guide.

ATTACHMENTS:

1. Vibrancy Plan – City Council Draft (bound under separate cover)
2. Resolution to accept

This item
distributed
under
separate
cover



Sand City Vibrancy Plan

Sand City Vibrancy Plan

City Council Draft April 30, 2019



**CITY OF SAND CITY
RESOLUTION SC _____ (2019)**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
THE CITY'S VIBRANCY PLAN**

WHEREAS, the Sand City 2002 General Plan shifted the City of Sand City ("the City") away from the resource extraction, industrial, and heavy commercial uses that had historically existed in the City, toward a mixed use community with retail, artists, and housing, and this shift recognized a trend in land use that had already been in progress at the time the 2002 General Plan was adopted; and

WHEREAS, the 2002 General Plan policies call for transformation of the South of Tioga and West End districts to a vibrant center of daytime and nighttime activity; and

WHEREAS, the City envisioned a Vibrancy Plan to elaborate the General Plan's vision of the West End and South of Tioga districts as a vibrant pedestrian-friendly area with housing, restaurants, and entertainment, in addition to the arts community and the many service businesses that already exist in the area; and

WHEREAS, the Vibrancy Plan area is comprised of the 2002 General Plan's identified South of Tioga District in its entirety, the Old Town District (generally referred to as the "West End") in its entirety, and the non-residential portions of the adjacent East Dunes District (the "Vibrancy Area"); and

WHEREAS, the Vibrancy Plan also considers the context and connections to adjacent areas within and adjacent to the City; and

WHEREAS, two portions of the Vibrancy Area are within the non-appealable Coastal Zone (first 200 feet eastward from the eastern edge of the State Route 1 right-of-way and the railroad corridor and land within 100 feet westward of the railroad corridor) overlays, although City acceptance of the Vibrancy Plan study does not involve any Coastal approvals; and

WHEREAS, General Plan designations within the Vibrancy Area include Mixed Use Development, Regional Commercial/Mixed Use Development, Industrial Manufacturing, Public Facility, and East Dunes Specific Plan; and

WHEREAS, Zoning designations are MU-P (Planned Mixed Use), C4 (Coastal-Regional Commercial), C-2 (Heavy Commercial), M (Manufacturing), PF (Public Facilities), and R-2 (One-Family/Two Family). Some parcels carry additional planned unit development (PUD) or Coastal Zone (CZ) designations; and

WHEREAS, the purpose of the Vibrancy Plan is, "To inform the staff and Council in developing a road map for advancement of the City's diversity and unique identity, while promoting the arts community, residents, businesses, and local government to

collaborate and establish a connected community. To imagine, shape, and enable the City to advance into vibrant West End and South of Tioga districts. Go beyond expressing the goals and policies of the General Plan and add to those goals and policies by providing specific ideas on building design, zoning standards, pedestrian and vehicular circulation, directional signage, landscape enhancement, and public art to draw the community into a downtown atmosphere. To provide ideas to create, preserve, and promote economic development, address economic incentives and funding opportunities, and guide City investment. Illustrate the advantage of land use flexibility while also serving as a guide to strengthen Sand City's position in the region and connections to the neighboring communities," and

WHEREAS, the City established a technical advisory committee ("TAC") that met three times to provide guidance on aspects of the Vibrancy Plan; hosted a design open house hosted at The Independent in October 2017; conducted public outreach at the City's West End Celebration in 2016, 2017, and 2018; and publicized the Vibrancy Plan through articles in four City newsletters; and the input was material to development of the Vibrancy Plan; and

WHEREAS, members of the TAC and the Design Review Committee ("DRC") provided comments on a draft Vibrancy Plan in March 2019; and

WHEREAS, the Vibrancy Plan, as presented at this time, is a planning study that will guide and influence future land use, economic development, and public investment planning decisions, where the Vibrancy Plan does not itself establish new policy direction or programs; and therefore, the Vibrancy Plan qualifies for the Statutory Exemption for Feasibility and Planning Studies (CEQA Guidelines Section 15262) and Categorical Exemption Class 6, Information Collection (CEQA Guidelines Section 15306) and the City will file a Notice of Exemption; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby adopt the Vibrancy Plan to serve as a policy study guide for the future General Plan Update.

PASSED AND ADOPTED, Vibrancy Plan by the City Council of the City of Sand City this ____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

Mary Ann Carbone, Mayor

AGENDA ITEM

8B

STAFF REPORT

DATE: June 13, 2019 (for City Council action on June 18, 2019) **Agenda Item: 8.B**
TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: Presentation on the Measure X Pavement Management Program

RECOMMENDATION

Receive a presentation on the Measure X Pavement Management Program from Ms. Margot Yapp, P.E., Principal/Vice President, NCE

BACKGROUND

The Transportation Agency for Monterey County (TAMC) placed the Transportation Safety & Investment Plan (Measure X) on the November 8, 2016 ballot for Monterey County. The measure garnered 67.7% approval from Monterey County voters and is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years through a retail transaction and use tax of three-eighths of one-percent (3/8%). The duration of the Measure X sales tax will be 30 years from the initial year of collection, which began on April 1, 2017, with said tax to terminate/expire on March 31, 2047. The revenue from the sales tax measure will be used to fund transportation safety and mobility projects in Monterey County.

Measure X and the Road Maintenance and Rehabilitation Act (RMRA) require public agencies to develop a Pavement Management Program (PMP) and submit reports on street conditions to ensure timely repairs and to keep the public informed. Access to RMRA funds require public agencies to submit project lists and expenditure reports for approval by the California Transportation Commission (CTC). A well developed PMP will not only aid in funding applications and accountability to state officials but will also provide transparency and accountability to local residents.

The American Association of State Highway and Transportation Officials (AASHTO) "Guidelines for Pavement Management Systems" state that a PMP is designed to provide objective information and useful data for analysis so that managers can make more consistent, cost effective, and defensible decisions related to the preservation of a pavement network. PMPs assist managers with the decision making process by answering questions such as:

- What does the City's pavement network consist of?
- What is the existing condition of the pavement network?
- How will the condition of the pavement network change over time given the existing funding?
- How much funding is required to maintain the pavement network at the current condition level?
- Is the current condition level acceptable? If no, what is an acceptable level, and how much funding is required to achieve it?
- What maintenance and rehabilitation (M&R) strategies are available to help maintain or

- improve the condition of the pavement network?
- What are the maintenance priorities under different budget constraints?

On June 20, 2017, the City approved Resolution SC 17-58 authorizing a Master Programs Funding Agreement (Master Agreement) between the City and TAMC setting forth the mutual obligations and rights with respect to the allocation of Measure X funds. The Master Agreement requires the City to develop a Pavement Management Program (PMP) or participate in the development of a regional PMP, developed by TAMC. To date, the City has participated in the development of a regional PMP.

TAMC has developed the regional PMP in two phases, 1) a reimbursement agreement and the acquisition of software and database setup on behalf of each participating local agency, and 2) solicited Request for Proposals (RFP) for consulting services necessary to develop a PMP.

On November 7, 2017, the City approved Resolution SC 17-89 authorizing a Measure X PMP Funding Agreement between the City and TAMC. This agreement requires the City pay its fair share of costs associated with the development of the regional PMP.

Under Phase 1, and after consultation with member cities, TAMC selected the software known as "Street Saver", developed by the Metropolitan Transportation Commission (MTC) to be used as the platform for the regional PMP. The City paid its fair share of the costs to acquire this software amounting to \$2,942 (FY 17-18 budget expenditure).

Under Phase 2, TAMC solicited an RFP for additional consulting services for pavement condition surveys, budget analysis, training and reporting, and selected the firm NCE. The City paid its fair share of the costs for these services in the amount of \$6,511 (FY 18-19 budget expenditure).

REVIEW AND ANALYSIS

A PMP is a critical element necessary for the City to understand, evaluate and pursue short term and long term management and capital investment in its pavement network.

ENVIRONMENTAL (CEQA) CLEARANCE

The presentation to Council with no action to be taken does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act (CEQA), per CEQA guideline section 15060(c)(1) as the presentation does not involve/require the exercise of discretionary powers; and section 15060(c)(2) as the presentation will have no direct or indirect impact upon the environment. Creation and implementation of the Pavement Management Program (PMP) that is to collect data and manage maintenance also falls under the exemption sections noted above.

FISCAL IMPACT

In order for the City to continue to receive its share of Measure X funding, the City must participate in the regional PMP. Annual costs for implementation of the PMP and use of the Street Saver software are estimated by staff to be \$5,000-10,000.

ATTACHMENTS:

1. Presentation on the Pavement Management Program for Sand City prepared by Ms. Margot Yapp, P.E., Principal/Vice President, NCE



NCE
Engineering and Environmental Services

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1



Sand City
2018 Pavement Management
Program Implementation

June 18th, 2019



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2

What is a Pavement Management Program?

- A cost-effective decision making tool
- Answers 4 main questions
 1. What streets does the City own/maintain?
 2. What condition are they in?
 3. What repairs are needed & when?
 4. How much funding is needed to maintain or improve the street network?
- StreetSaver software used



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3

What Streets does the City Own/Maintain?

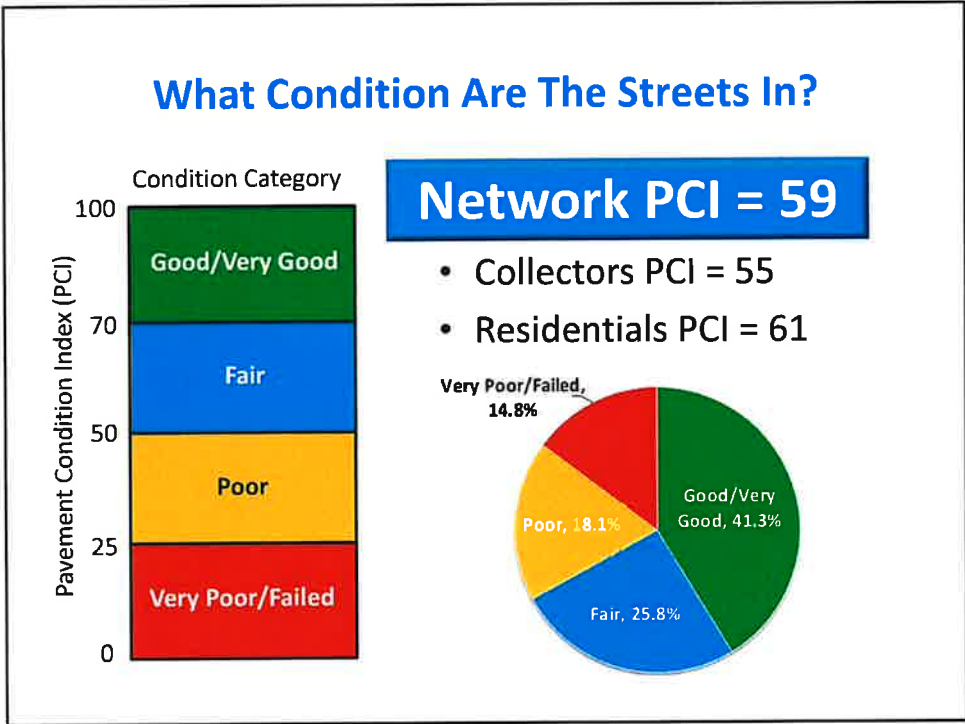
Functional Class	Sections	Centerline Miles	Lane Miles	% of the Entire Network (by Pavement Area)
Collectors	11	2.1	4.3	43.5%
Residentials	29	3.0	5.6	56.5%
Total	40	5.1	9.9	100%

Asset value = \$4.7 million



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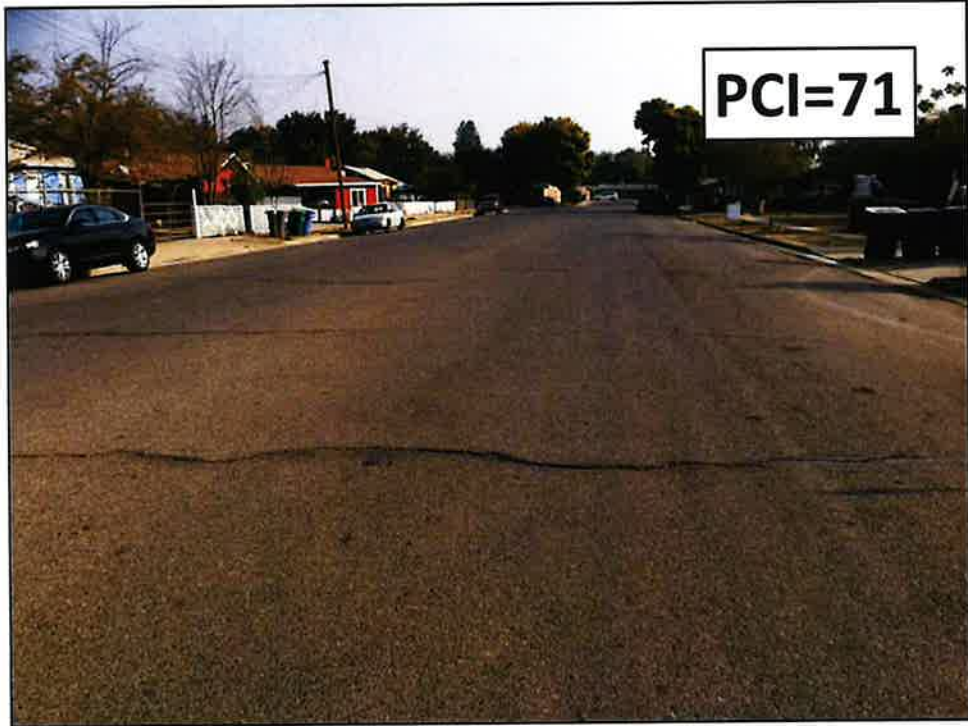
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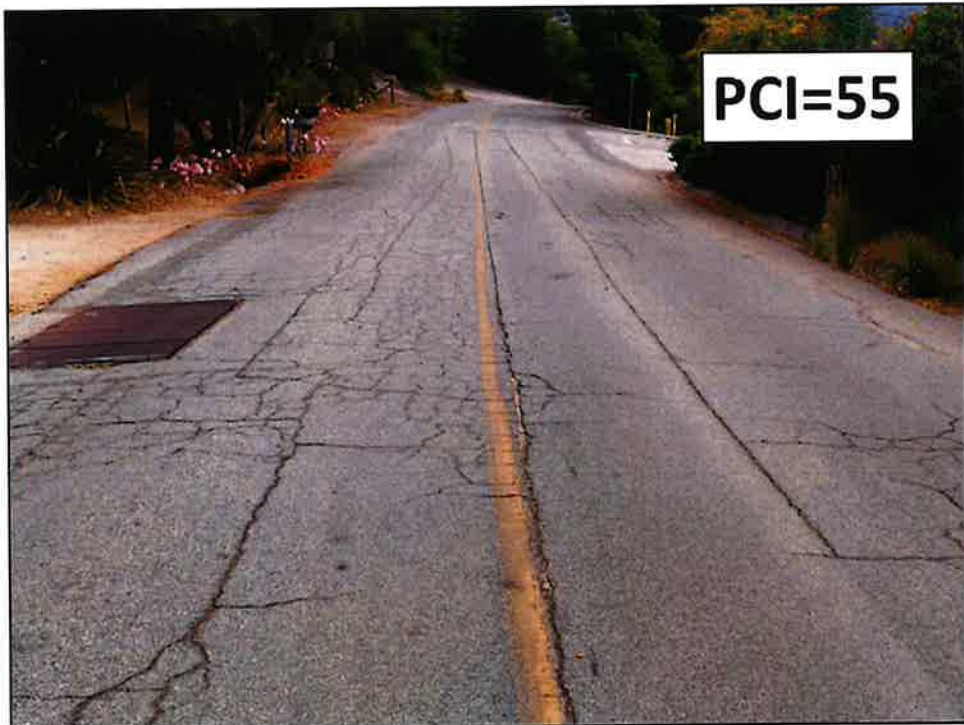
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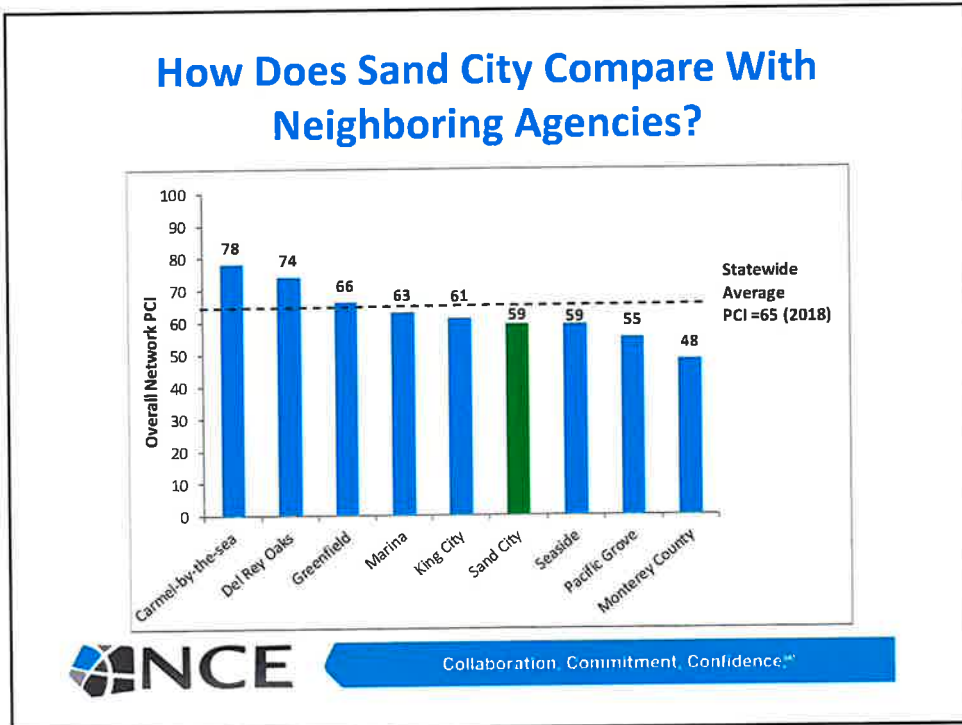
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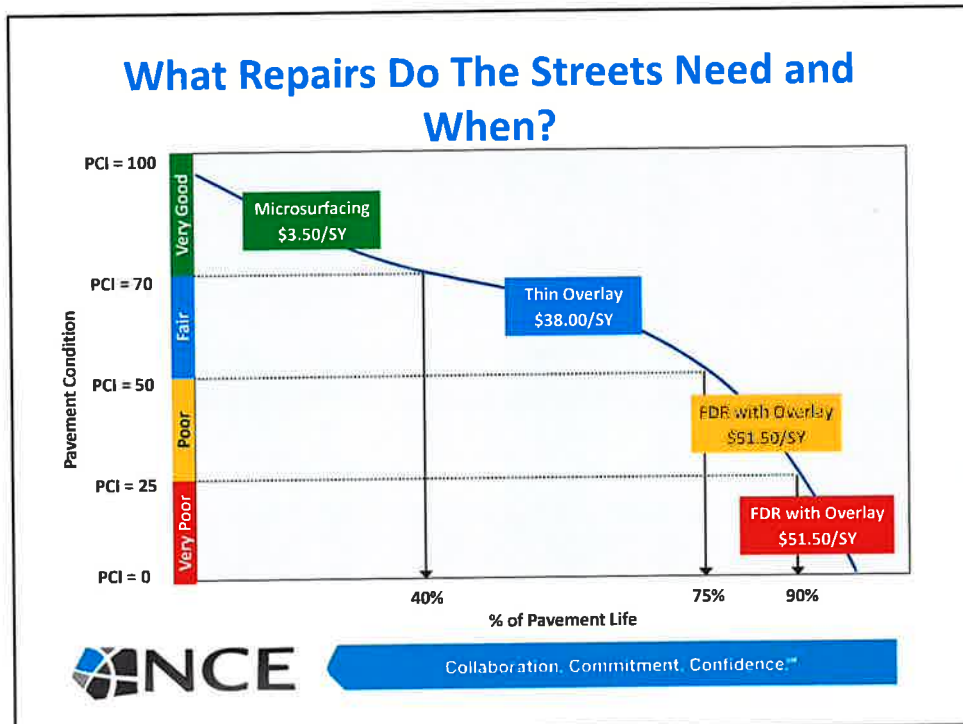
9



10



11



12

What is Microsurfacing?

- Mixture of high-quality aggregates and polymer-modified asphalt emulsion
- Purpose:
 - To prevent raveling and oxidation
 - To fill ruts and minor surface irregularities
 - To seal pavement against water ingress
 - To improve surface friction



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13

What is a Thin Overlay?

- An asphalt overlay usually 1.5 inches in thickness
- Purpose:
 - To preserve pavement life
 - To provide a durable wearing surface on aged pavement
 - To restore surface friction
 - To seal pavement against water ingress



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14

What is Full-Depth Reclamation?

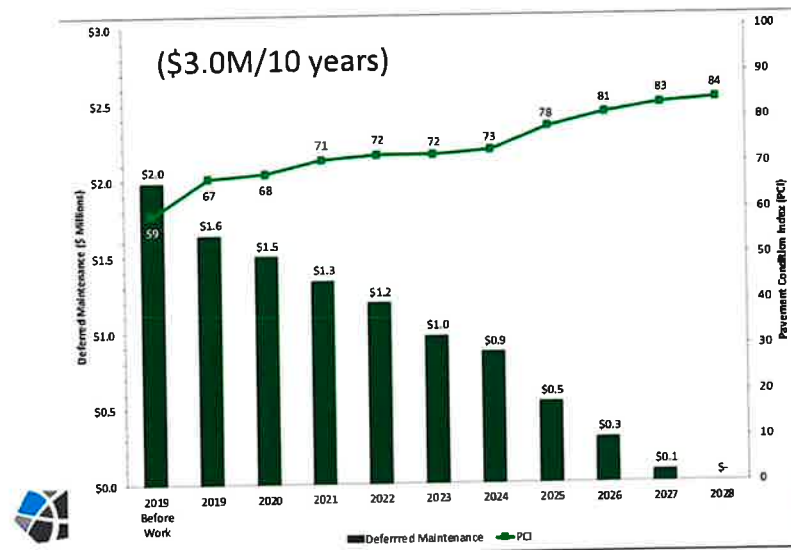
- Alternative to reconstruction where existing materials are recycled with the addition of a stabilizing agent
- Purpose:
 - To reduce cost and construction time
 - To increase structural capacity
 - To avoid utility interference
 - To recycle existing material



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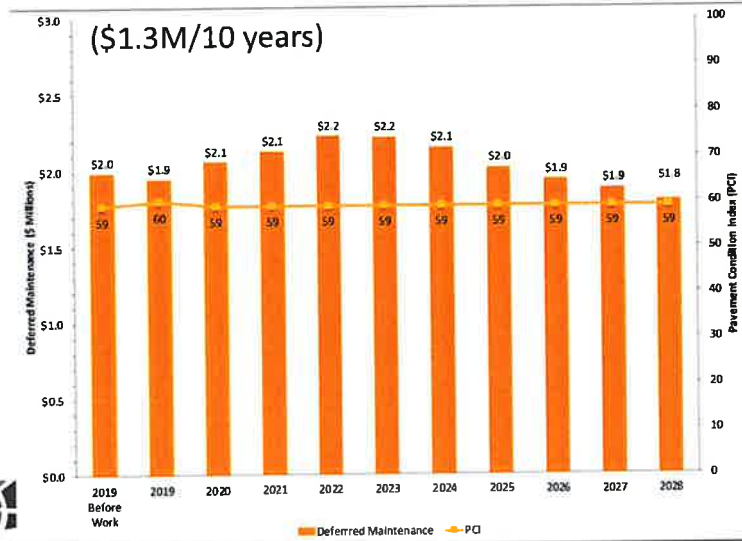
15

How Much Funding is Required to Fix Everything?



16

How Much Funding is Required to Maintain PCI of 59?



17

What is the Existing Funding?

- HUTA = \$13,247/year
- SB 1 = \$6,862/year
- Measure X = \$28,288/year
- Estimated Total = \$42,900/year



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18

Transportation Safety & Investment Plan (Measure X)

- Approved November 2016 with 67.7% of the vote
- Estimated Monterey County Revenue is \$20 million annually

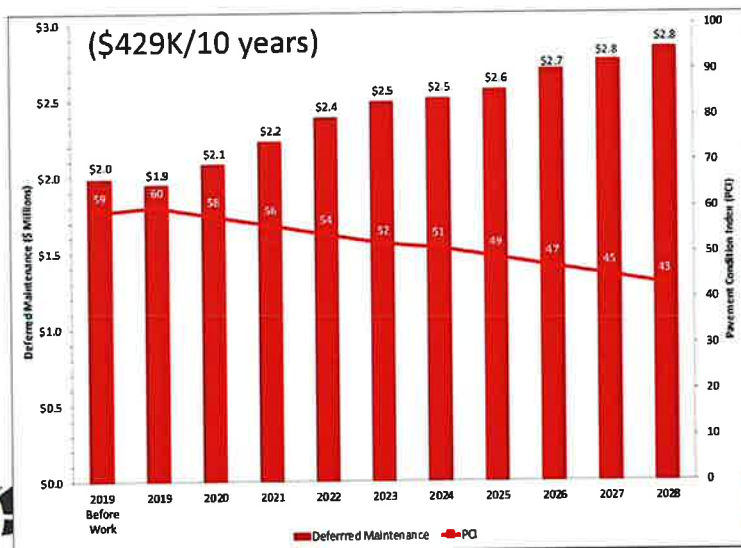
Measure X Capital Improvement Plans



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19

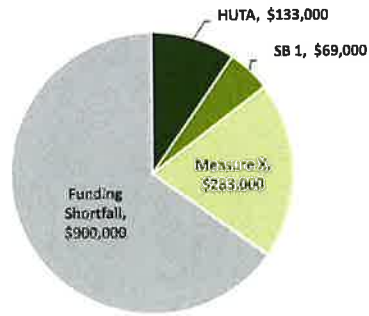
What are the Impacts of Existing Funding?



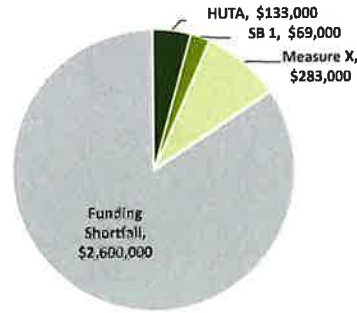
20

What is the Funding Shortfall?

10-Year Shortfall to Maintain PCI at 59



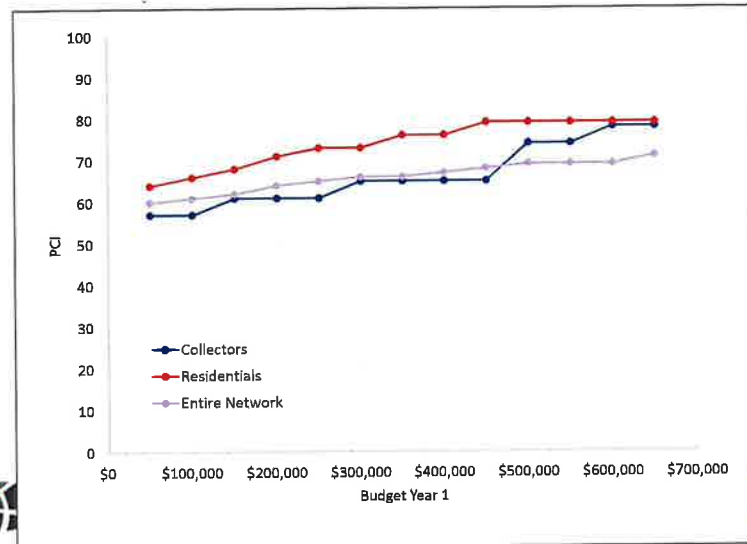
10-Year Shortfall to Fix All Streets



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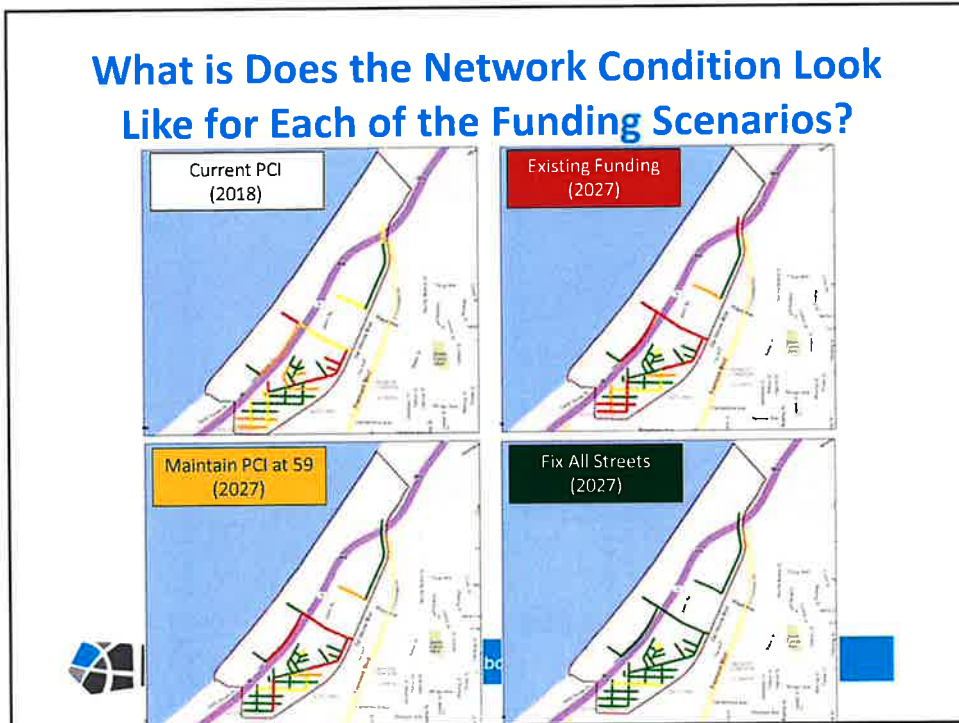
21

How Much Funding is Needed to Bring the PCI to 70?



22

What is Does the Network Condition Look Like for Each of the Funding Scenarios?



23

Conclusions

- City has a substantial investment in the street network (\$4.7 Million)
- Network is in “Fair” condition with a PCI of 59
- Existing budget (\$429K/10 years) is insufficient
 - PCI will deteriorate to 43
 - Deferred maintenance will increase to \$2.8 Million
 - 37.8% of network will be in “Very Poor/Failed” condition by 2028



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Policy Considerations

- Comply with policies for
 - Sustainable communities
 - Local economy
- Ensure acceptable quality of life for residents, visitors and businesses
 - Smoother rides
 - Lower maintenance cost for vehicles
- Ensure taxpayer's investment in transportation infrastructure is protected



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Questions?



Margot Yapp, PE
President
myapp@ncenet.com
510.215.3620



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AGENDA ITEM

9A

CITY OF SAND CITY

STAFF REPORT

MAY 3, 2019
(For City Council Review on June 18, 2019)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Coastal Development Permit for The Pad Climbing

BACKGROUND

An application for a coastal development permit was submitted by Yishai Horowitz of “The Pad Climbing” (the “Applicant”) to establish a recreational rock climbing facility within a 12,214 square foot unit (excludes proposed upper floors) of an existing commercial building at 325 Elder Avenue (APN 011-242-007 & 008) in Sand City (the “Subject Property”). The Applicant proposes a recreational facility specializing in artificial rock surface climbing, with accessory uses such as yoga and weight room (the “Applicant’s Use”). The majority of the site is under a non-appealable Coastal Zone Planned Mixed Use (CZ-MU-P) zoning designation; which requires a coastal development permit for the Applicant’s Use. The site’s General Plan land use designation is Mixed-Use (MU-D). The intended use at the Subject Property qualifies for a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The Subject Property consists of two abutting parcels. Parcel one (APN 011-242-007) fronting Catalina Street, Elder Avenue, and Ortiz Avenue is 18,750 square feet and facilitates the 18,000 square foot commercial building. Parcel two (APN 011-242-008) is 18,750 square feet (approximate) abutting the hillside along the State Highway 1 freeway corridor and fronts Ortiz and Elder Avenues, currently facilitating thirty-two (32) on-site parking spaces upon asphalt pavement. The 1-story commercial building is divided into three units: Area 1 of 5,786 square feet, Area 2 of 3,025 square feet, and Area 3 of 9,189 square feet. Area 1 is currently occupied by Camp Transformation, a fitness operation, as authorized by CDP 18-03. The Applicant’s Use would be located within the combined Areas 2 and 3, which were used by Monterey Bay Restaurant Equipment for wholesale, warehouse, and storage uses. Monterey Bay Restaurant Equipment has vacated the building. Utilities (i.e. gas, electric, water, sewer, etc.) are available to serve the building. Road pavement, curbs, and gutter exist along the three street frontages; but there is only asphalt pavement along the Elder and Ortiz frontages for pedestrian use with landscaping impeding pedestrian movement along Catalina Street. Property owner submitted plans are currently in review by the City for improving public and ADA access along the Subject Property’s Elder Avenue frontage. City staff is also pursuing multiple grants for street,

sidewalk, and drainage improvements for Catalina Street that would include the Subject Property's frontage along that street.

DISCUSSION

Project Description:

The Applicant intends to establish and operate an indoor recreational climbing facility at 325 Elder Avenue, within that space previously occupied by Monterey Bay Restaurant Equipment. There will be roped climbing, bouldering (form of climbing on small boulders and walls), a dedicated kid area, full weight room, lounge, showers, locker rooms, yoga and fitness studio, and a climbing oriented retail shop. For weight training, the Applicant will use Olympic style weights of up to 45 lb bumper plates and dumbbells of up to 100 lbs. There will be cable cross machines, rowing machines, stationary bikes, TRX straps (for resistance training), medicine balls, and kettle bells. The Applicant intends to have rubber gym mats under all weight areas. The Applicant states that dropping weights is not allowed. There will be a total staff of 15 to 20 persons, split between varying shifts; however, there would typically be only 2 to 3 employees at the site at any one time with possibly 4 to 5 employees at peak times. During peak hours, the Applicant anticipates around fifty (50) patrons between 5:00 p.m. to 8:00 p.m. During off-peak hours, there are typically 5 to 15 patrons at any one time. The Applicant currently has climbing gym facilities in San Luis Obispo and Santa Maria (see Exhibit G) that are viewable at their website www.thepadclimbing.org.

Land Use: The Subject Property has a General Plan land use and Zoning Map designation of "Coastal Planned Mixed Use". Section 18.26.040(B) of the City's Zoning Ordinance lists 'commercial recreation' as an allowable use subject to the issuance of a coastal development permit pending review of potential impacts upon a mixed residential/commercial neighborhood. The type and scale of recreational indoor rock climbing facility described by the Applicant does satisfy the definition of 'commercial recreation'. This application is not the first rock climbing gym in Sand City. The 'Sanctuary Rock Gym' was a successful rock climbing recreational business located at 1855 East Avenue, who obtained City permits in 1995. They recently closed this year due to the South of Tioga project. The Sanctuary Rock Gym was a positive influence upon the City that posed no known code enforcement, nuisance, or blighting issues.

Hours of Operation: The Applicant's intended hours of operation will be from 11:00 a.m. to 10:00 p.m. daily with peak traffic expected between 5:00 p.m. to 8:00 p.m. Though the proposed morning schedule will be complementary with the Camp Transformation operational hours in terms of alternating hours and parking demand, the evening hours will overlap with Camp Transformation. Amplified music or other excessive/amplified noise generated within the Applicant's unit should not occur prior to opening at 11:00 a.m. daily and after 7:00 p.m. on weekdays and after 5:00 p.m. on weekends to mitigate noise to nearby residents. The Applicant also informed staff that they would like to provide 24-hour membership key-code access to the facility; however, staff is concerned with 24-hour activities due to the close proximity of residential units; both existing and future (see discussion under "Impacts"). Staff is also concerned with weight training activities during early morning and late evening hours due to potential noise and vibrations from dropped or slammed weights. This has been an issue with other

fitness weight lifting operations in Sand City (see discussion under "Impacts").

Parking: The City's Municipal Code does not have a parking requirement for recreational or gym type land uses. In the absence of a zoning code parking specification, the City has used a 1/450 parking ratio requirement for other exercise and gymnastic businesses within the City. Monterey Gymnastics operates along Catalina Street under the 1/450 parking ratio without negative impact to the community or neighboring properties. When Iron Republic operated at 1807 Contra Costa Street, under the 1/450 parking ratio, parking was not an issue until that site was occupied by Camp Transformation. The Subject Property's parking lot was resurfaced and re-stripped last year to provide 34 parking spaces for Camp Transformation's operation to be shared with the adjacent units. Some of those spaces are tandem. After a site review by the City Planner and City Engineer several months ago, it was discovered that two spaces are not appropriately sized. The Subject Property's parking area and Elder Avenue frontage also requires improvements for ADA (American with Disabilities Act) compliance. As of late May, improvement plans for the ADA accessibility improvements along Elder Avenue were submitted by the property owner that included a corrected re-stripping of the parking area to provide 34 parking stalls. There are twelve (12) on-street parking spaces abutting the Subject Property, three (3) along Ortiz, five (5) along Catalina Street, and four (4) spaces along Elder Avenue; which are not counted in meeting zoning parking requirements. It should be noted that some of those spaces along Catalina Street may be lost from future street and storm water improvements currently planned as part of the City's Proposition 1 grant study.

The ground level square footage of the Applicant's unit is 12,214 square feet, inclusive of office, lounge, restrooms, and storage areas; however, the proposed rock climbing apparatus will occupy 3,413 square feet of floor area, reducing the usable ground floor area to 8,801 sq.ft. Furthermore, deducting floor area not directly associated with the climbing and exercise activities (454 square feet of restroom, 171 square foot lounge area, 318 square foot storage (listed as "hold room" on the floor plan), and 552 square feet of stairway and walkways) reduces the usable floor area to 7,306 square feet. The Applicant's proposed two new levels inside would add approximately 2,044 square feet (excluding wall climbing apparatus). For the purpose of parking review, the office and retail aspects of this operation are considered accessory to and incorporated into the primary activity of recreational climbing, yoga, and weight training where those floor areas should remain included with the usable floor area. This brings the total cumulative usable net recreation floor area to 9,350 square feet.

Applying the 1/450 parking ratio to the cumulative 9,350 square feet of usable floor area requires twenty-one (21) parking spaces (rounded up from 20.8). The 1/450 ratio applied to Camp Transformation's floor area of 5,786 square feet results in requiring thirteen (13) parking spaces (rounded up from 12.8). The sum of 21 spaces for the Applicant and 13 spaces for Camp Transformation, based on the 1/450 ratio, is 34 spaces; which is the number of parking spaces that will be provided with the corrected re-stripping of the Subject Property's parking lot. All parking on site should be shared between the Applicant and Camp Transformation. Any dispute between tenants over parking is the responsibility of the property owner to resolve provided that zoning and

City permit requirements are satisfied. The Applicant informed staff that an unspecified segment of their San Luis Obispo facility clientele car-pool and that 15% of clients ride their bikes to that facility; however, there is no guarantee as to what potential Monterey Peninsula patrons will do.

In reviewing the American Planning Association's (APA) advisory service report publication "Parking Standards" by Michael Davidson and Fay Dolnick, there are a variety of differing parking standards used throughout the United States for 'indoor recreational facilities'. A "1 space per 4 persons the facility is intended to accommodate" standard is used by three municipalities noted in the report, the closest being Palo Alto, California. If that standard is applied and the peak hour occupancy anticipated by the Applicant is fifty (50) people, then 13 parking spaces would be required (rounded up from 12.5). Other municipalities noted in the report (all outside of California) have parking regulations based on square footage ranging from 1/100 to 1/500. Therefore, it is evident that parking requirements range widely depending upon the municipality and location.

Staff also reviewed the parking standards/requirements of Monterey, Seaside, and Marina. City of Monterey zoning (Section 38-115) specifies that health club weight rooms require 1 space per 100 square feet; but it also specifies that parking requirements for "other commercial recreation and entertainment" uses are "as specified by use permit." The City of Seaside zoning (Table 3-8) specifies that 'commercial recreation facilities indoor' require 1 space per 400 square feet except for arcades, bowling alleys, and billiard establishments; however, the Seaside code does not specifically define indoor recreation or how it differentiates that from 'health and fitness' uses. Marina's zoning did not have a parking standard for uses comparable to the Applicant's Use. The 1/450 ratio is either similar to or not sufficient depending upon which municipality and standard it is compared against.

In the final consideration of Camp Transformation's use permit (CDP 18-03), the parking requirement stated that the on-site parking lot was to provide a minimum of 33 spaces, and that if those spaces on-site were insufficient to accommodate the parking demand, then Camp Transformation was to secure additional off-street parking. Camp Transformation was able to secure co-use of all the parking spaces on the Subject Property in conjunction with other tenants of the building. Staff has observed during the early evening weekday hours (typically between 5:00 p.m. and 6:00 p.m.) that Camp Transformation's operation does utilize more than the 1/450 specified 13 parking spaces of the on-site parking lot; where parking demand utilizes a majority of the rear parking lot and overflows onto street parking. However, there usually appears to be remaining curbside parking available within 1-block of the Subject Property along Catalina Street and Ortiz Avenue. This was a reasonable expectation when the larger segment of the building was a low parking impact wholesale operation. However, staff anticipates that parking demand for both Camp Transformation's operation and the Applicant's rock climbing operation will substantially exceed the on-site capacity of 34 parking spaces during peak weekday evening and overlapping business hours; resulting in an excessive overflow of curbside street parking.

If the Council is favorable towards the Applicant's Use at the Subject Property then the City should require the Applicant to secure additional off-street parking elsewhere, of sufficient parking capacity and within reasonably short/quick walking distance, as a condition of land entitlement permit approval. Considering that the Applicant expects 50 individuals during peak hours and estimating that 24 of those patrons (48%) car pool in pairs (12 vehicles) and the rest (52%) arrive individually (26 vehicles), added to Camp Transformation needing at least 34 to 40 parking spaces (based on staff's observations noted above in this report), then an off-site parking area of 38 to 44 spaces should be sufficient to accommodate most of the anticipated parking of both uses with minimal overflow street parking demand. This is, at best, an estimate until actual rock climbing patron parking demand can be observed. For reference, a 75'x75' area can accommodate 15 zoning compliant full sized parking spaces (no ADA) with space for the rear stall to back up. However, off-site parking also raises the question as to how the City can enforce patron use of that alternate parking site when more convenient closer curbside street parking is available.

If the City Council wishes to pursue land uses beyond manufacturing, contractors, and warehouses, as discussed in the City's General Plan, then parking overflow is to be expected with the existing inventory of developed properties without additional public parking infrastructure (i.e. parking lots and structures). The question for Council to consider on this (or any other) land use application is whether such overflow parking, and the amount thereof, is acceptable or not. If not, then a site is not appropriate for that scale of use.

Building Modifications: The Applicant is proposing both interior and exterior modifications to the building. These modifications will require a building permit and plan check review by the City's Building Department, which should be reiterated as a condition of land entitlement permit approval. The Applicant has already initiated discussion with the building department for guidance.

Interior Modifications - The Applicant will have to construct all of the climbing walls and apparatus within the building. Existing office and restrooms on the ground level will be demolished and replaced with up to three levels of new wood stud framed rooms to serve as office, yoga rooms, restrooms, workout area, lounge, and upper level climbing areas. Each new bathroom proposes one ADA accessible shower.

Raising the Roof - The Applicant proposes to raise a 120' x 50' section of the building's north side roof by approximately eleven feet (11'), from 29-feet in height to 40-feet in height (see Exhibit E). This is to provide additional ceiling height inside for climbing. This raised roof section will have a flat parapet on all elevations with an unseen asphalt built-up roof. The remaining roof will remain as is. The existing and added wall surfaces will have a painted stucco treatment. The Building Department initially commented regarding the proposed building modifications. The entire building will need to be reviewed by a California licensed engineer as there is a question as to whether the foundation system can accommodate the proposed height increase. There may be challenges with just adding eleven feet of wall height on top of the existing walls, which could require impacted walls to be

demolished and reconstructed.

Planning and Building staff met with the Applicant, property owner, and property manager on May 30th to discuss the proposed improvements and building/fire code issues. The Applicant's proposes to construct a steel framework within the building itself to hold up the raised roof. This framework would have its own foundation pilings and be attached to the existing concrete walls. This needs to be designed and certified by an engineer to determine its feasibility and code compliance. Additionally, the proposed storefront doors facing Elder Avenue will need to be recessed into the building as doors must swing outward, but should not swing out into the public sidewalk. This was an issue with Camp Transformation's building improvements that was resolved with a recessed alcove for the entry door and their secondary egress door. Additionally, there is a door on the west elevation that opens to the parking lot that is not allowed by code as the parking lot is on a separate parcel. This could be resolved by either filling in the doorway with a wall or merging the two adjacent parcels (APN 011-242-007 & 008) that are under the same ownership. The Applicant stated that they would simply wall off the door from the interior and expand their climbing surface area.

Inventory Shipments: The Applicant's Use includes an accessory retail shop for selling climbing related items. All shipments of inventory arrive via Federal Express/UPS or the Postal Service (USPS), and at most 3-times per week. No large truck deliveries are anticipated. There will only be large truck traffic during construction, for which the Applicant will need to provide a construction plan to the City for review and approval that outlines truck routes, loading/unloading locations and schedule, and material storage.

Trash Enclosure: The Subject Property does not provide an enclosure for refuse bins or dumpsters. The site has a history of unauthorized outside storage in the parking area by the former Restaurant Equipment business that has now vacated the site. The Applicant's Use is not anticipated to generate excessive amounts of debris or require outside storage. Small waste bins can be maintained within the building and rolled out on collection days. The proposed "hold room", which is intended for storage, can accommodate waste bins. An enclosure for dumpsters could also be built within the parking area at the back of the building for all tenants to use, but should be subject to City Planning Department approval and should not impede or remove any of the parking stalls. For consistency with other permits and contingency for unanticipated circumstances, staff recommends the permit include the standard requirement prohibiting the Applicant from conducting outside/unscreened storage of debris, pallets, waste, etc beyond the confines of the building or a City approved trash enclosure.

Signs: The Applicant's elevations do not illustrate or indicate any commercial signs; however, the application does indicate that the Applicant does intend for signs to be installed. Establishment of any commercial sign(s) on the Subject Property requires Design Review Committee (DRC) review and approval in the issuance of a sign permit before installation. Staff recommends the permit contain language to that effect. It should be noted that City Municipal Code section 18.66.070 expressly prohibits freeway

oriented signs unless there is a public road between the building and the freeway. There is no public street along the building's west elevation facing the parking lot and freeway; therefore, no commercial sign is allowed upon that elevation. However, the north elevation abutting Ortiz Avenue that is also visible from the freeway may have a sign as that is compliant with zoning.

Impacts: Staff does not anticipate negative impacts such as excessive noise, vibration, dust, fumes, odors, or other negative influences from the proposed climbing, yoga, office, or retail activities. Noise from weight lifting could be an issue as discussed below. Staff is concerned regarding the Subject Property's ability to accommodate sufficient on-site parking for both Camp Transformation and the Applicant's Use simultaneously that as to not cause excessive overflow street parking that dominates curbside parking within neighboring blocks. Staff is also concerned regarding the potential of 24-hour membership key access to the facility.

Weight Lifting - There will be a two workout areas, one 450 square foot area on the ground floor at the north end of the unit and one 580 square foot area on the second level at the south end of the unit. Though weight training is not the primary on-site activity, staff is concerned with weight dropping or slamming that would generate noise and vibrations that could disturb nearby residences (present and future). The building is concrete tilt-up construction that should sufficiently contain noise; however, during early morning and late night hours, when daytime background noise (i.e. business activity, high volume freeway and City traffic, etc.) has diminished or is not be present to 'muffle out' noise that could protrude from the building; nearby residences could be impacted. Staff recommends that weight training activities only be allowed from 11:00 a.m. (Applicant's intended opening time) to 9:00 p.m. (permit specified closing time for Camp Transformation) daily. Furthermore, the permit should require that the Applicant establish exercise pads and/or other sufficiently performing shock absorbent materials/flooring wherever weight training occurs within their unit. These pads/materials should function sufficiently to maintain noise/vibration(s) from extending beyond the confines of the Applicant's building due to dropped weights/equipment. The City specifically limited Camp Transformation's hours of operation to mitigate such potential negative impacts.

24-Hour Member Key Access - Though not noted in the application materials, the Applicant did mentioned to staff that they would like to have 24-hour key access for their members. Staff's concerns are not with the rock climbing activity itself; but rather noise impacts via patron outdoor conversations, car doors closing/slamming, car alarm activations, and other seemingly minor activities/impacts that, during early morning and late evening/night hours, would be exacerbated upon nearby residential dwellings (existing and future) by the absence of the typical daytime background noise (i.e. business activity, high volume freeway and City traffic, etc.). Years ago, the City had a business called "Three Spirits Gallery" that had late night events; where staff would receive complaints, not because of those events, but regarding people walking to their cars and holding conversations outside during the late night/early morning hours. Patrons for the Applicant entering and departing the facility during such hours could create unintended noise disturbances via

conversations, car door closing, and car alarm activations, and the like. In addition, any amplified music during such hours could also present a nuisance. There are two houses directly across the street facing the Applicant's main entry and the Catalina Lofts project of eight residential dwellings will be built across Catalina Street. Staff recommends the permit NOT allow 24-membership access to the facility; rather, that all permit authorized activities only occur within permit specified hours (see discussion under Hours of Operation). It is important that certain limitations are imposed upon uses in a mixed-use neighborhood to successfully integrate residential and commercial uses.

Staff has received correspondence (attached as Exhibit H) from the Bascous (local residents) in opposition to the application expressing concerns that the size and type of operation is too large for the Subject Property. Staff also had a discussion on 06/05/19 at the front counter with Mr. Richard Garza, a property owner across Catalina Street and proponent of the Catalina Lofts project, who opposes the Applicant's Use for concerns over parking and that the proposed building height increase would impede ocean views from his development.

Water:

The Applicant's exercise facility, interpreted as a 'gym' for the purposes of water determination, qualifies as a Group I category water user in accordance with the Monterey Peninsula Water Management District ("MPWMD") regulations. The Subject Property has water credit based upon a Group I use for the existing floor area. However, the added 2,400 square feet of floor area from the proposed 2nd and 3rd interior levels may require an additional water allocation. Staff calculates that 2,400 sq.ft. of Group I use requires 0.168 acre-feet/year (af/y). Additionally, showers for patrons may also require additional water if deemed so by the MPWMD regulations. If additional water is required for this added floor area, an allocation is discretionarily available from the City's Water Entitlement (desalination facility) to accommodate that need. However, the permit should contain the standard language stating that approval of the coastal development permit does not grant the Applicant and/or the Subject Property's owner any right or privilege to any allocation of water by the City or other agency/entity. The Applicant and property owner should verify whether the scope/scale of the Applicant's use falls within the MPWMD's definition of "gym" and if additional water needs to be allocated for the additional floor area and/or use.

Street Improvements:

Road pavement, curbs, and gutter exist along the Subject Property's Ortiz Avenue (north), Elder Avenue (south), and Catalina Street (east) frontages; but there is only asphalt pavement between the building and curb for pedestrian use. A segment of the Catalina Street sidewalk area is overrun with ice-plant and dirt impeding pedestrian movement. The Property Owner has submitted public improvement plans for improving public and ADA access along the Subject Property's Elder Avenue frontage that would include new concrete walkway with proper ADA slope. These plans are currently under staff review. The City is also pursuing Proposition 1 and Integrated Regional Water Management grants for storm water and street improvements along Catalina and Contra Costa streets to include improvements of street, sidewalk, landscaping, drainage, and parking improvements that would incorporate the Subject Property's Catalina Street frontage.

Between these two projects, only the Ortiz Avenue sidewalk fronting the Subject Property would remain deficient.

In a meeting on May 30th with the Applicant and Property Owner, staff proposed public sidewalk improvements along the building's Ortiz Avenue frontage. Proper building code egress only requires a flat landing at the secondary egress door, but not a complete sidewalk. ADA accessibility and code compliance for the building will be provided by the Elder Avenue sidewalk improvements currently under review and required as part of the Camp Transformation project. With expenses currently being incurred for the Elder Avenue frontage, the Property Owner requested a deferral. Staff's counter proposal was to either install the improvements concurrently with the City's Catalina Street improvements or within five (5) years, whichever is sooner. Staff anticipates the Proposition 1 Grant Catalina Street improvements, pending receipt of grant funding, to be within the next 2 to 3 years. The Property Owner was amenable to that suggestion. Therefore, staff recommends the following condition be included in the Coastal Development Permit as follows:

"The Subject Property's Owner shall design and install/modify, at their expense, complete curb, gutter, and sidewalk street improvements along the Subject Property's Ortiz Avenue frontage. Installation of said Ortiz Avenue improvements shall either be in conjunction with the City implementation of its Proposition 1 Grant improvements along the Subject Property's Catalina Street frontage or within five (5) years, whichever occurs first. Public improvement plans for said improvements shall be subject to the City Engineer's review and approval prior to construction. Failure of the Property Owner to comply with this requirement shall subject Coastal Development Permit 19-02 to amendment or termination."

Stormwater Control:

The Applicant's Use is of an existing commercial building on developed land. The proposed tenant improvements to the building interior, building elevations, or increasing a portion of the building's height will not introduce new pavement or physical modifications of the site or building footprint expansion that would otherwise trigger storm water control regulations. Therefore, storm water control regulations do not apply to this application.

Advisory Agencies:

Information on the Applicant's Use was circulated to the City's advisory agencies. The Seaside County Sanitation District (SCSD) commented that the Applicant must apply to Monterey One Water and pay applicable fees for sanitary sewer service associated with the restroom and shower facilities. The County Health Department commented that they have no concerns; however, if the Applicant sells prepackaged food/drink items in the retail shop, the Applicant may need a health permit from the County. The City Engineer commented that the ADA path may require reconstruction of existing curb, gutter, sidewalk, and street pavement; and that the City Planner should verify the total parking spaces needed for all tenants before the Applicant re-stripes the parking lot. The Building Department commented that the entire building will need to be reviewed by a California licensed engineer, as there may be structural challenges with additional wall height and the elevated roof section. Additionally, there are building code issues with some of the existing

and proposed entries/exits that would have to be addressed. No other comments were received at the time of preparing this report.

CONCLUSION

Staff supports the integration of commercial recreation uses into the west end district in order to promote the goals of the City's General Plan to transform the West End District (referred to as 'Old Town' in the General Plan). Goal 2.1 of the City's General plan states....."Transform the Old Town district from an area of heavy industrial, unplanned land use mix and warehouse uses to a planned area of light manufacturing, service commercial and residential uses with a heavy emphasis towards street scape beautification." However, staff has concerns regarding the scope and scale of the Applicant's Use at the Subject Property. Integrating Camp Transformation into a smaller unit while the larger remainder of the building operated as a wholesale operation (Monterey Bay Restaurant Supply) was a mix of uses the Subject Property was able to reasonably accommodate. However, despite the analysis and discussion of this report using the 1/450 parking ratio, staff is concerned that the parking demand of both Camp Transformation and the Applicant's Use will not be sufficiently accommodated by the Subject Property during peak operational hours of 5:00 p.m. to 8:00 p.m. of both uses simultaneously. The Applicant could secure other properties to accommodate parking; but how does the City enforce its usage? If it's too far away, will patrons use that parking, or would they just use the closest street parking available? If the City wishes to pursue land uses beyond manufacturing, contractors, and warehouses, as discussed in the City's General Plan, then parking overflow onto streets is to be expected without additional public parking infrastructure (i.e. parking lots/structures). The question for Council to consider with this (or any) use permit application is whether such overflow parking, and the amount thereof, is acceptable or not.

The City Council has three options for action:

- 1) Deny the application based on the finding that the scope and scale of the Applicant's Use exceeds the Subject Property's ability to sufficiently accommodate the Applicant's Use. If the Council chooses this direction, then staff can prepare a resolution of denial for action at a future Council meeting,
- 2) Approve the Coastal Development Permit as presented or with additional modifications the Council deems fit to incorporate, based on the findings below, OR
- 3) Continue the public hearing on this application to a later date if the Council deems it necessary for further staff research/analysis, information, and/or discussion. Staff requests a date be set/announced for a continuation to avoid the need to re-notice the continued hearing.

Findings:

1. The Proposed Use, at the intended scale, is compatible with Coastal Planned Mixed Use (CZ-MU-P) zoning, provided the Applicant complies with the permit conditions and sufficiently applies effective mitigation regarding noise, vibration, and parking.
2. Adequate utilities (i.e. water, sewer, electricity, etc.) are available to facilitate the Applicant's Use at the Subject Property.
3. Staff's recommended conditions for CDP 19-02 are considered necessary and sufficient to either prevent and/or abate noise, vibrations, or other foreseen potential public nuisances that could occur from the Applicant's Use.

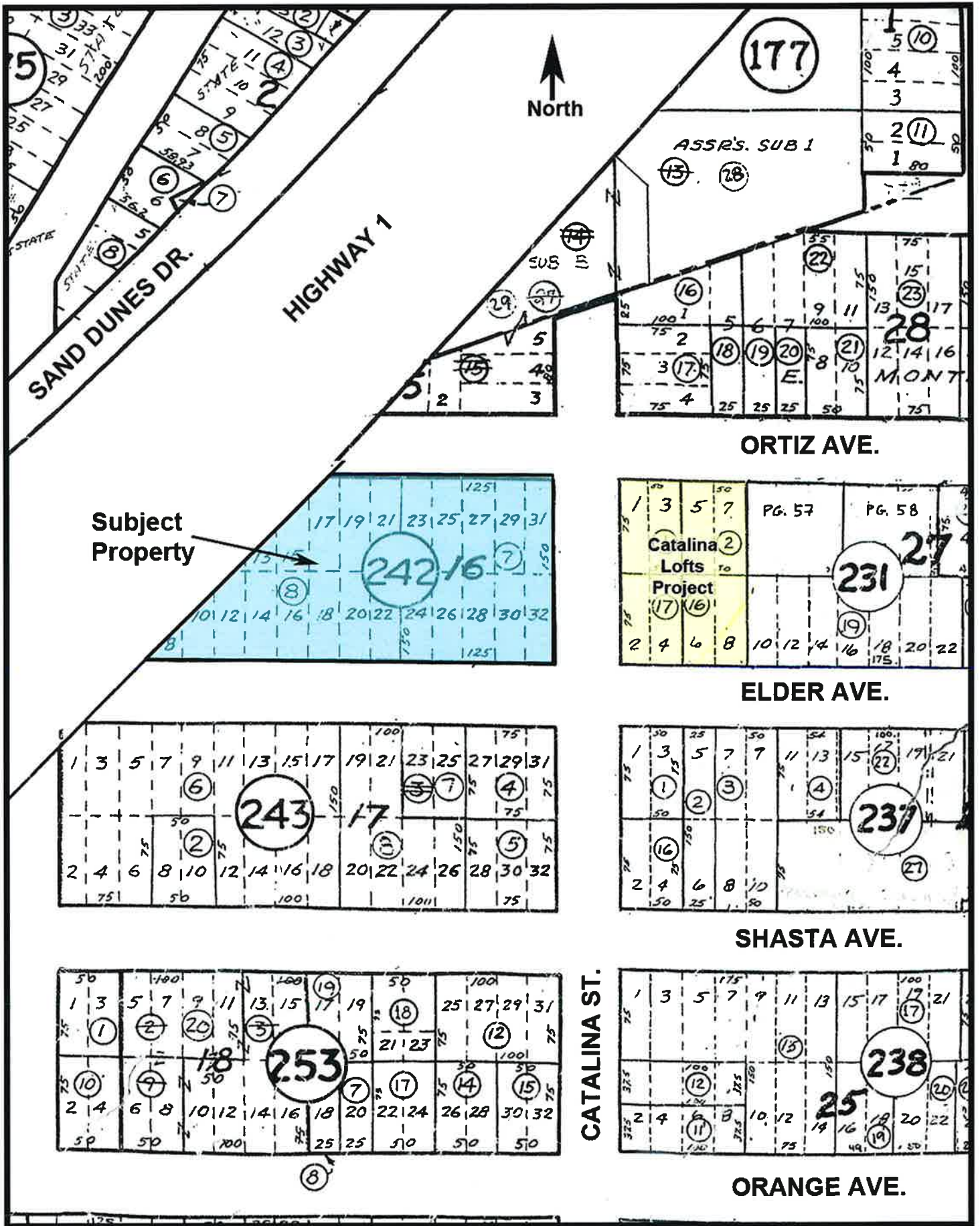
4. It is anticipated that the concrete walls of the building, in conjunction with staff's recommended permit conditions, will be sufficient to contain noise and vibrations generated by the Applicant's Use within the building and thus not negatively impact neighboring residential units.
5. The Applicant's Use and proposed modification of an existing commercial building qualify as a categorical exemption, under State CEQA Guidelines, Section 15301.
6. The Subject Property's existing water credit is sufficient to accommodate a Category 1 "gym" use with the existing square footage; however, the proposed 2,400 square feet of new floor area may require an additional allocation of 0.168 af/y that is discretionarily available from the City's Water Entitlement (desalination facility).

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Plan
- D. Floor Plan
- E. Proposed exterior property modifications
- F. Applicant's Letter of Intent
- G. Excerpts from Applicant's Website
- H. Received Objection Email (dated 5-22-19)
- I. Photos of Applicant's other Facilities (provided by Applicant)

Attachments:

- Draft Resolution to approve the Coastal Development Permit



Location Map

EXHIBIT A



Aerial Map (via Google Earth)

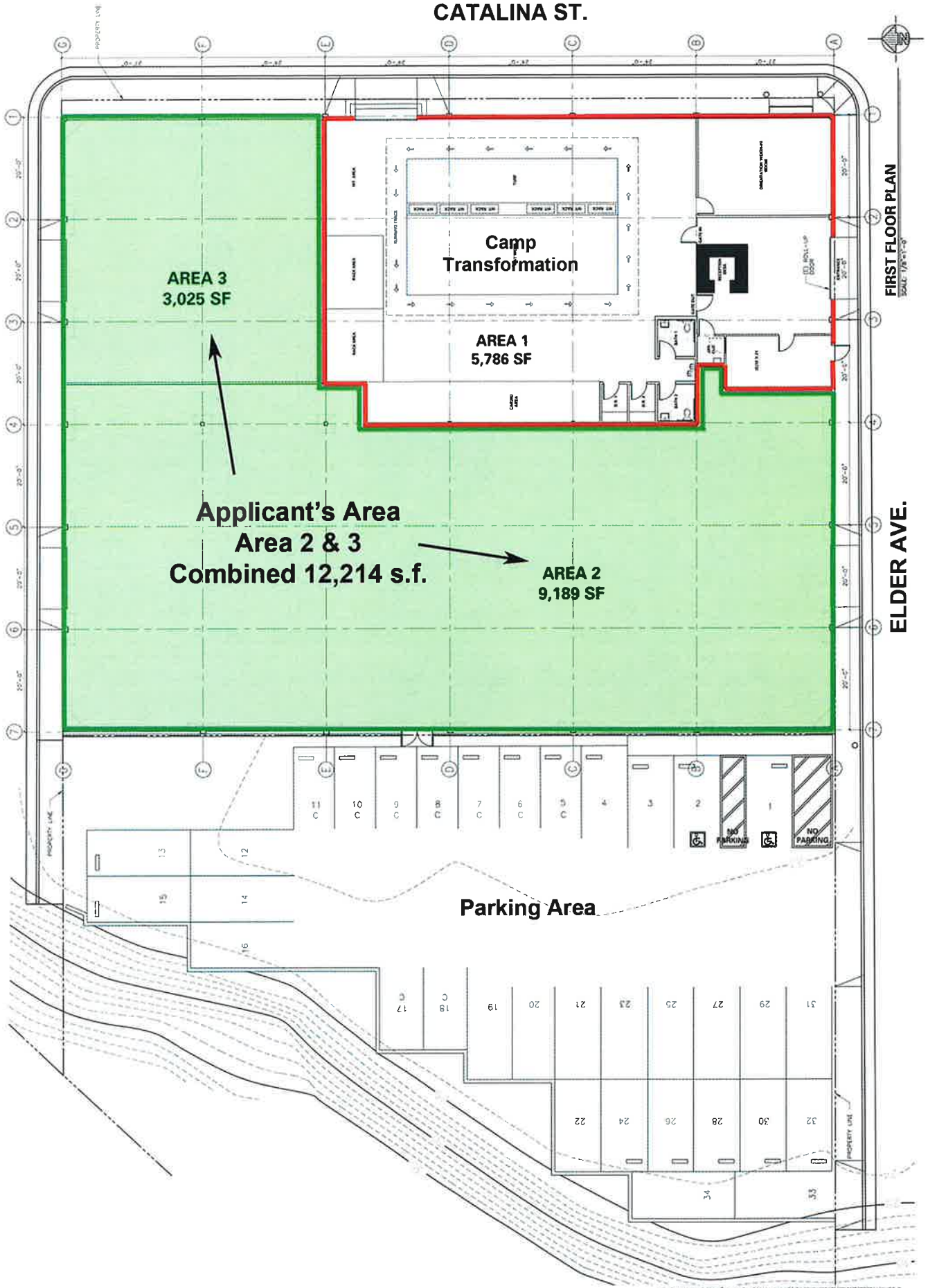
EXHIBIT B

CATALINA ST.

ORTIZ AVE.

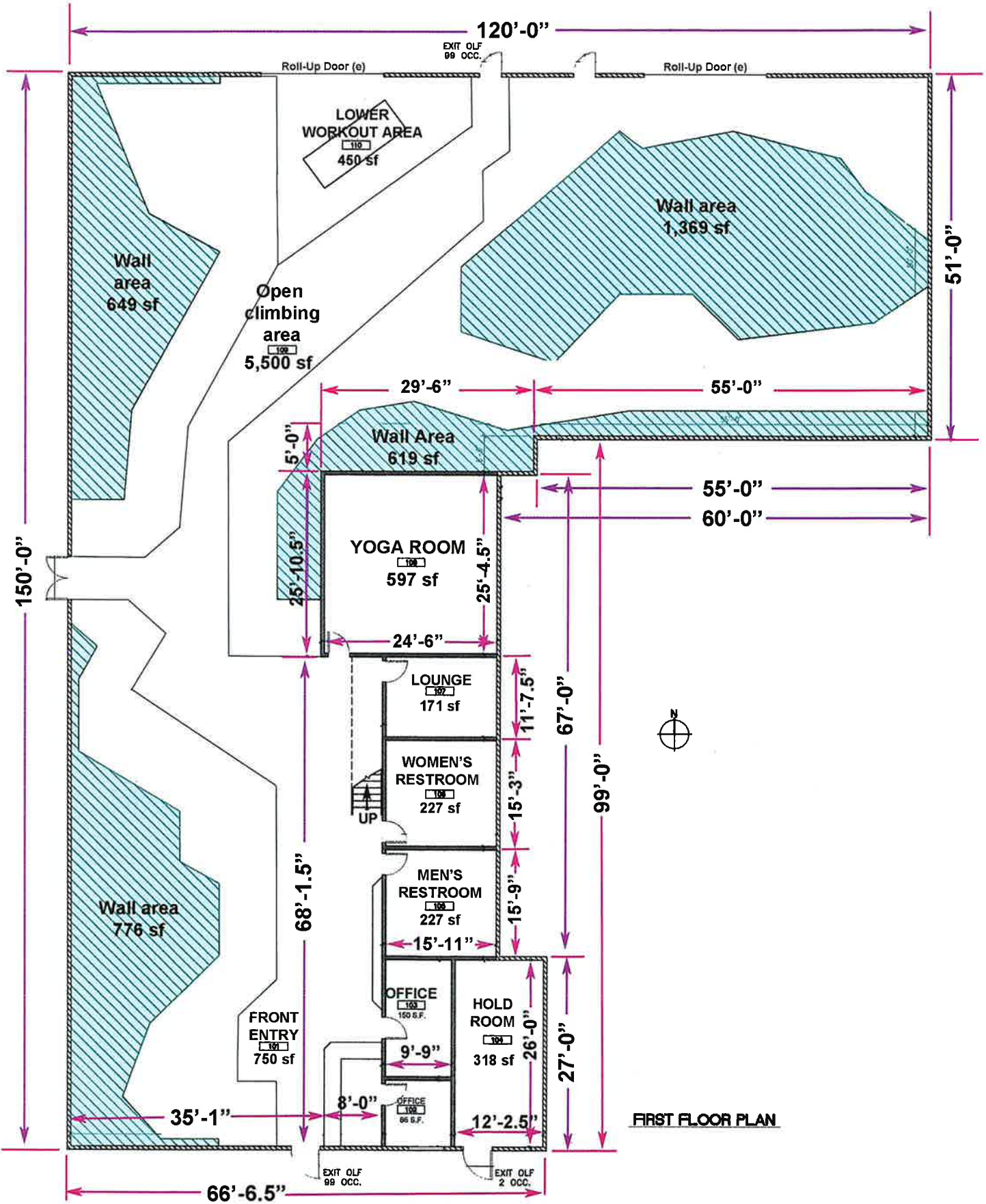
FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

ELDER AVE.



Site Plan (revised)

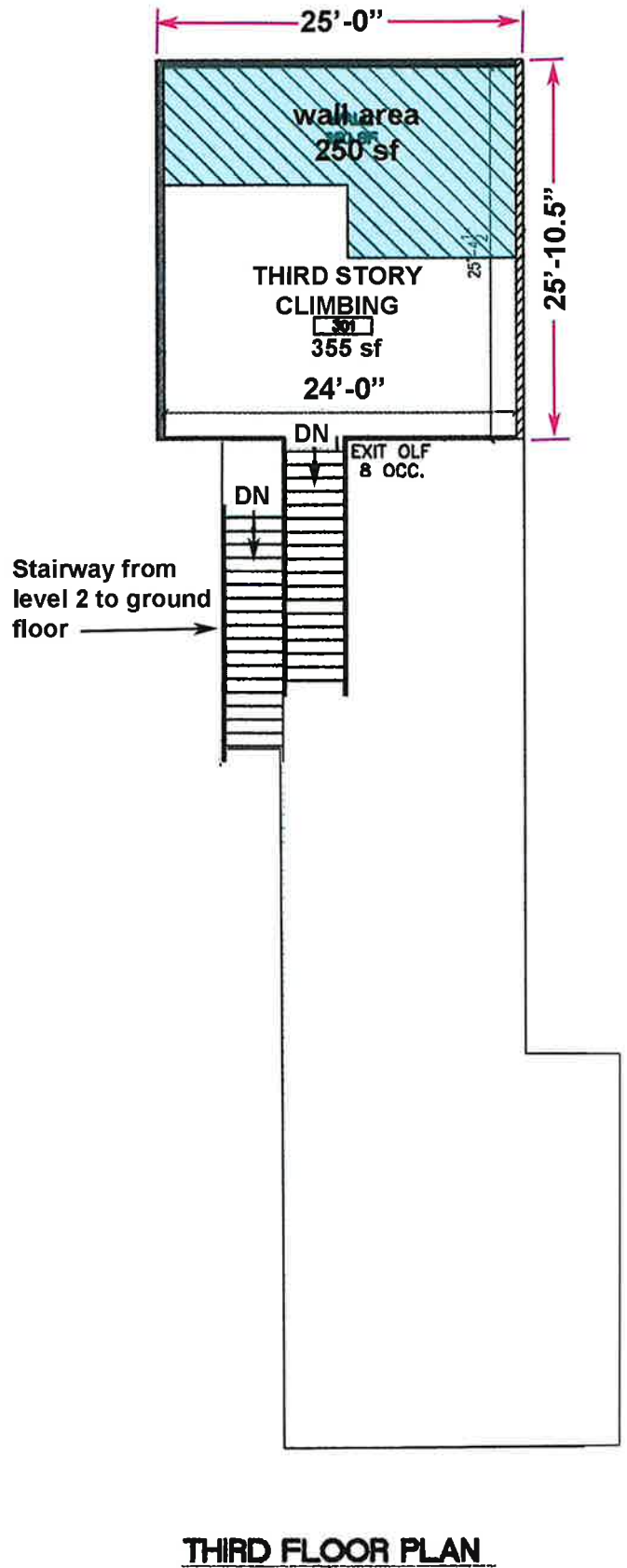
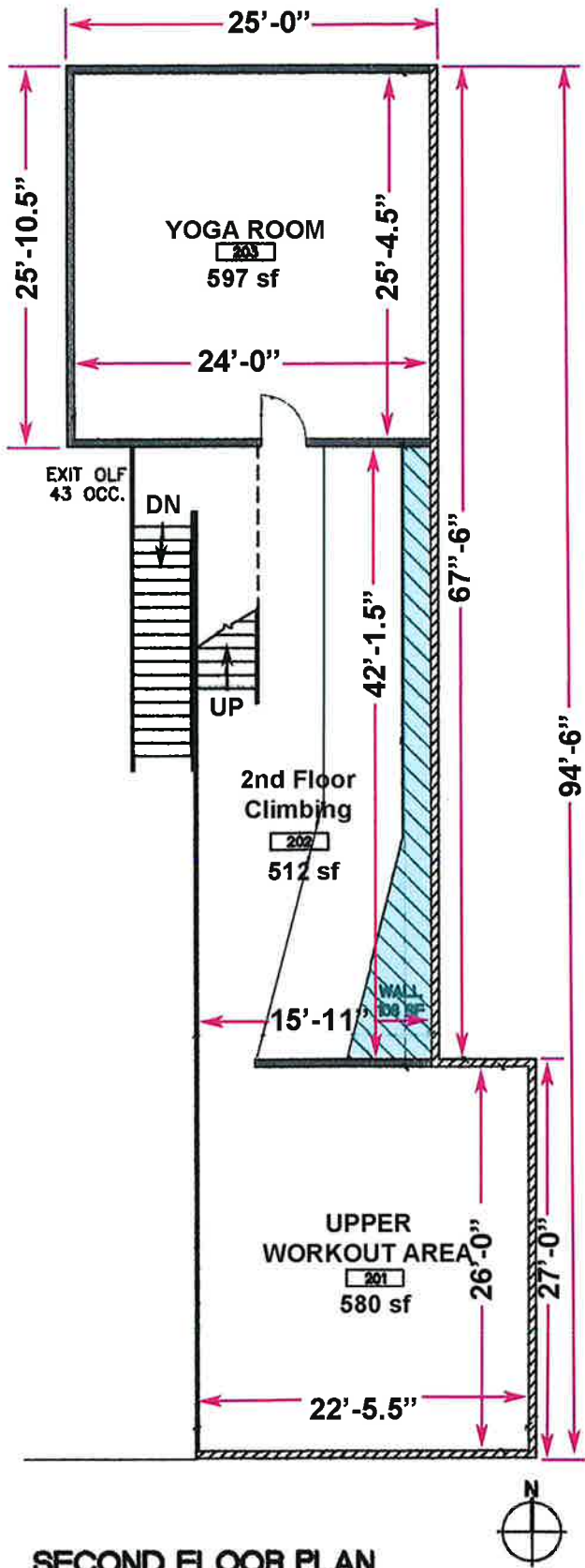
EXHIBIT C



FIRST FLOOR PLAN

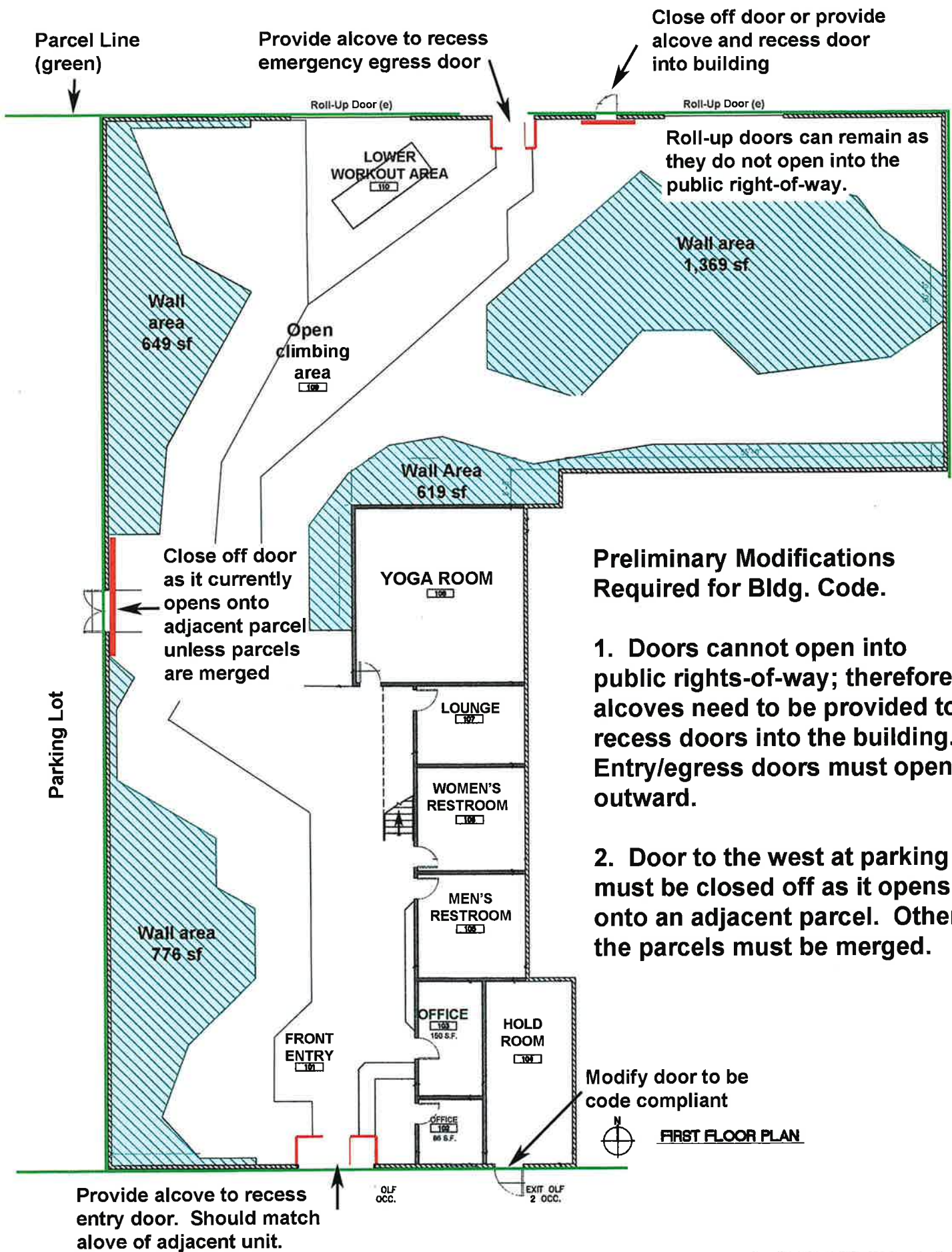
Floor Plan (ground level)

EXHIBIT D.1



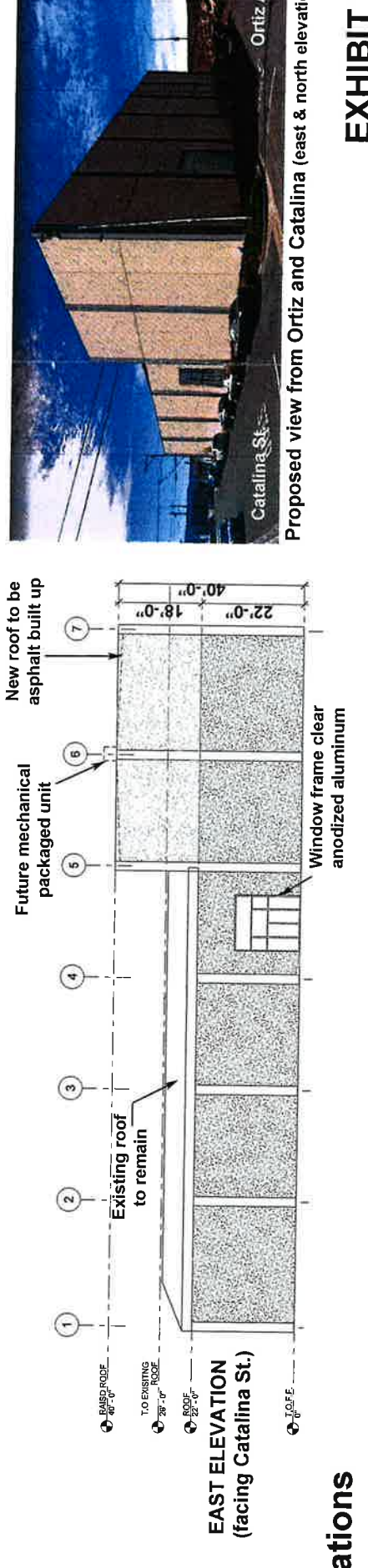
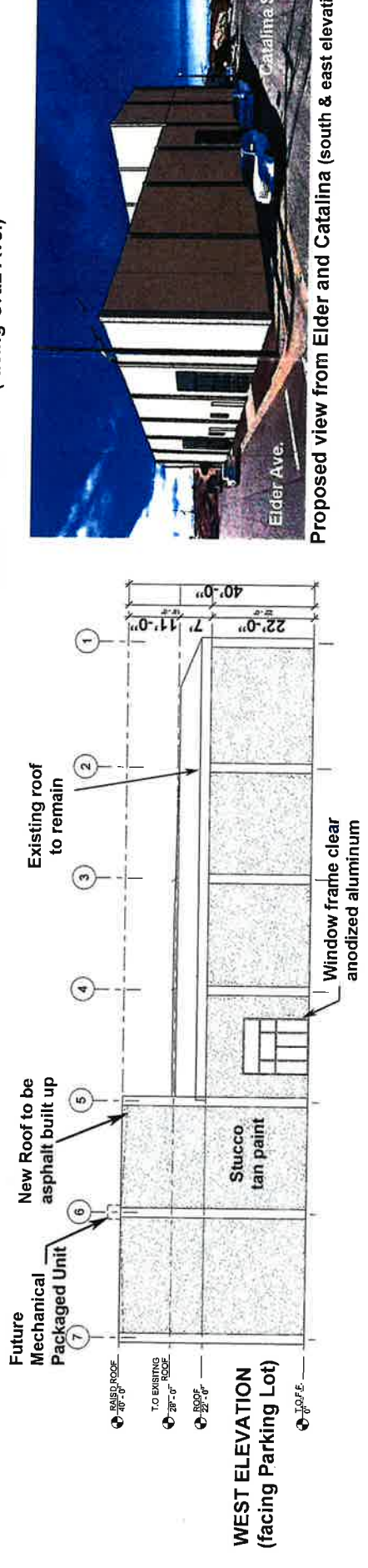
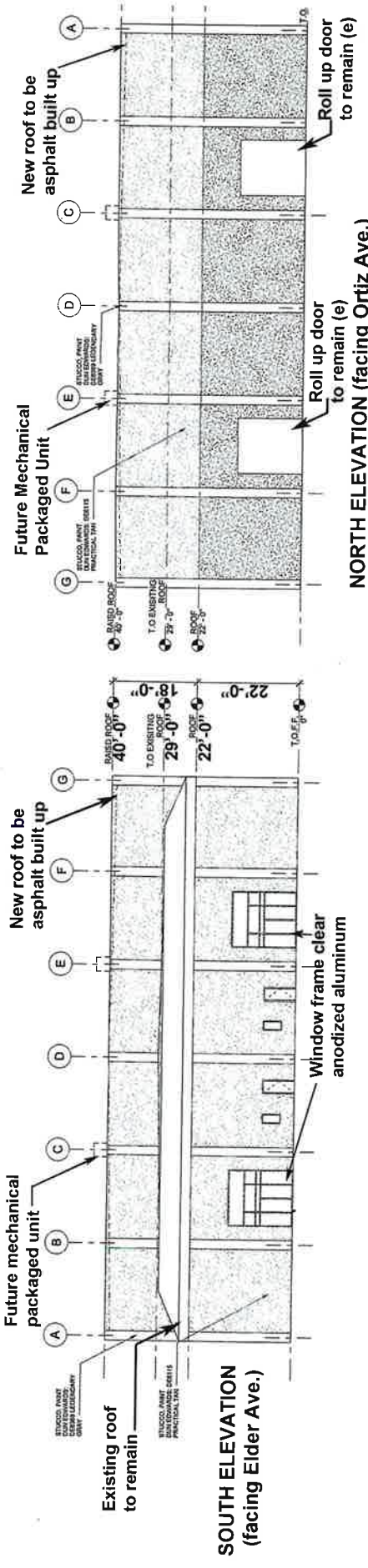
Floor Plan (level 2 & 3)

EXHIBIT D.2



Floor Plan: Preliminary req'd modifications

EXHIBIT D.3



Elevations

EXHIBIT E



Dear, Sand City Planning Department

We are pleased to be applying for a use permit at 325 Elder Ave for a modern indoor climbing and fitness facility.

We currently operate two other facilities, one in San Luis Obispo and the other in Santa Maria, CA. Over our 15+ years in business we have created a community that extends far beyond that of the established climber and has come to incorporate a wide swath of the communities we serve. We look forward to bringing this same degree of facility, programming and most importantly community to Sand City and the surrounding cities.

What we are all about:

- We change lives. People come to us because they are looking for something new in their lives: connection to others, pursuit of goals, pushing of self-imposed boundaries.
- We set ourselves apart by going all out in creating a community based inclusive and welcoming environment, while providing low barrier to entry.

Product/Service Summary:

We make it easy to get going: free climbing shoe rental and 24 hour access for members (when permitted)!

We plan to offer over 12,000 sqf of roped climbing, bouldering, dedicated kid area, full weight room, lounge, showers, locker rooms, top quality yoga and fitness studio, and climbing retail shop. We also offer youth programming, support of local nonprofits and schools through our services, we are ready to serve the already established and undeserved market.

Thank you for your consideration,

Yishai Horowitz Founder/CEO

805 720-1245 yishai@thepadclimbing.org

[888 Ricardo CT, San Luis Obispo CA 93401](#) (gym/mail)

[2399 A St Santa Maria, CA 93454](#) (gym)

WWW.THEPADCLIMBING.ORG

EXHIBIT F

156

THE PAD CLIMBING

CLIMB CLASSES/PROGRAMS WEIGHTS/FITNESS YOGA/BARRE GROUPS HAPPENINGS +OUR LOCATIONS
BLOG RATES

You're not entering a climbing gym,
you're joining a community.

JOIN and get access 24 hours a day!



CLIMBING. COMMUNITY. FITNESS. LOVE.

Ready to try climbing,
yoga, or weights?

You don't have to be in amazing shape.

You don't have to have any experience.

We make it easy to get going: free climbing shoe rental
and 24 hour access for members!

Welcome to a safe, no-pressure, welcoming community
of people who love to climb and love to help others do

<https://thepadclimbing.org>

What Will You Find With Us? - SLO Op ...



EXHIBIT G

157

it, too.

Find us in SLO and Santa Maria! We can't wait to see what we can do for you!

HERE'S ALL YOU NEED TO KNOW



- FAQ
- EMPLOYMENT
- VOLUNTEER
- CANCEL
- YOUR OWN GYM!

- COMPANY**
- WAIVER (ENG)
- WAIVER (ESP)
- PRIVACY POLICY
- STAFF
- OUR HISTORY

- CONNECT**
- EMAIL US
- EMAIL:** service@thepadclimbing.org
- PHONE:** 844.CLIMB.UP (844) 254-6287

THE PAD CLIMBING

[CLIMB](#) [CLASSES/PROGRAMS](#) [WEIGHTS/FITNESS](#) [YOGA/BARRE](#) [GROUPS](#) [HAPPENINGS](#) [+OUR LOCATIONS](#)
[BLOG](#) [RATES](#)

We put the “fun” in FUNCTIONAL FITNESS here in the SLO gym and Santa Maria gym.

We're more than just a climbing gym and yoga studio - we're serious about fitness.

That's why a number of our members come here to get their swole on and never bother touching our walls.

You'll find:

- Free weights
- Medicine balls
- Functional fitness apparatus like box jumps, bands, etc
- Cardio equipment
- Specialized things like stall bars and salmon ladders
- Ninja Warrior - type training area with peg ladder and grip training
- Good peeps with no ego

Come check us out - just pick a location and let the front staff know what you're looking for - if we don't have it, we're open to getting it! We want this to be your



SAN LUIS OBISPO

11 am - 10 pm every day

Members get 24/7 access!



SANTA MARIA

5 pm - 9 pm EVERY DAY!

Members get 24/7 access!

one-stop shop for fitness, fun, and community in San Luis Obispo and Santa Maria.



AMERICAN NINJA WARRIOR VET JORDAN SHIMIZU TRAINS FOR HIS NEXT GO

The Pad Climbing

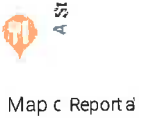
[View larger map](#)



Home
LTC Pha



The 'A' Street Cafe
Google



Did you know we produce a ton of American Ninja Warriors?

Check out Paddie Thomas Kofron getting after it!



EMAIL: service@thepadclimbing.org

PHONE: 844.CLIMB.UP (844) 254-6287)



- FAQ
- EMPLOYMENT
- VOLUNTEER
- CANCEL
- YOUR OWN GYM!

- COMPANY**
- WAIVER (ENG)
- WAIVER (ESP)
- PRIVACY POLICY

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THE PAD CLIMBING

[CLIMB](#) [CLASSES/PROGRAMS](#) [WEIGHTS/FITNESS](#) [YOGA/BARRE](#) [GROUPS](#) [HAPPENINGS](#) [+OUR LOCATIONS](#)
[BLOG](#) [RATES](#)

Yes! We are bringing the love to the Monterey Bay!



Your gym will include:

We are bringing 14,000 Sq feet of climbing (rope and boulder), the best yoga for climbers possible, climber-specific training areas, free weights, showers, lounge, and youth programming and more - all in a central location, with easy access for all. Everything that's awesome that we do on the central coast already, we'll do it here, too!

Thank you to our Paddie and SLO-Op supporters in the region who reached out and asked us to fill the void when The Sanctuary was forced to close. We are excited to bring our love to the Monterey Bay area and look forward to supporting, growing, and stoking the already epic climbing community.

More details soon. It takes a while for a gym to get built out, but we hope to be up and cranking less than a year from now.

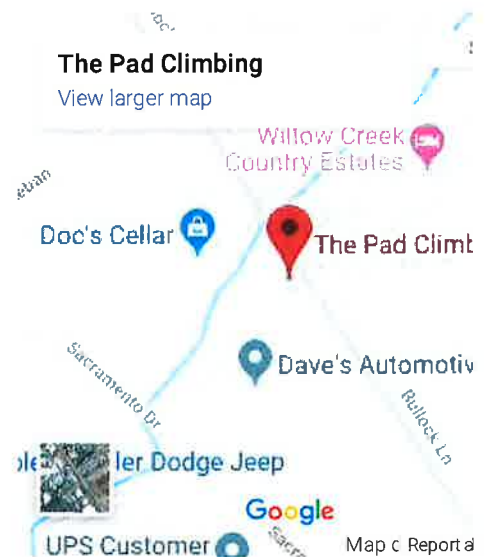
For updates, check us out on Facebook and sign up for emails - we'll be announcing jobs, programs, and updates in both places! (We'll fire up instagram when construction goes).



SAN LUIS OBISPO

11 am - 10 pm every day

Members get 24/7 access!



SANTA MARIA

5 pm - 9 pm EVERY DAY!

Members get 24/7 access!

Chuck Pooler

From: Deirdre and Michael Bascou <[REDACTED]>
Sent: Wednesday, May 22, 2019 12:40 PM
To: Chuck@sandcityca.org
Cc: fmeurer@sandcityca.org
Subject: Re: Climbing Gym in the Restaurant Supply Building.

Hello Charles,

After talking with you yesterday, I wanted to re-affirm my concerns regarding a climbing gym coming to the restaurant supply building. As you know, I was in business for 23 years in the South of Tioga district at the end of East Ave., with two adjacent businesses, a small house on the corner of East/California Ave. and the Salvation Army on Scott St. This was an ideal location and allowed us to grow without impacting the other businesses on the street due to the large amount of off street parking at the end of East Ave. Over the years our daily attendance has grown and before closing the business in February, we were seeing an average of 100 visitors a day, some days more and some days less. These clients would come and go throughout the day with the peak times starting in the afternoon after school and running through the early evening. These peak times were easily absorbed by the off street overflow parking at the end of East Ave. and caused no impact on the surrounding neighborhood. The restaurant supply building is 3 times the size of my old location at 14000 sq. ft., and has even less opportunities for parking, but more opportunities for impact on the neighboring residents and businesses. With the recent opening of Camp Transformation, the impact on parking in that area is clearly visible during their classes which fill the small parking lot and surrounding streets. When they decide to offer more classes, the demand for parking will increase even more. The Municipal Code, 18.64.050 Off-Street parking - number of spaces required, does not have a specific requirement for fitness or gyms, but would be in comparison to the requirements for a restaurant w/o seats or a dance hall, each of which would require much more parking than is currently available, 140 - 280 spaces. The restaurant supply's small parking lot has 25 usable spaces and the surrounding few blocks bordered by Shasta St. to Contra Costa St. provide around 80 on-street parking spaces, if they are not being used by local residents or businesses. The impact to this area of town with over 20 residential units, 32 businesses and impending construction of the Catalina Lofts would be 7 days a week 10 - 16 hours a day, depending on the climbing gyms hours of operation. A climbing gym of this size will require long hours, many classes and lots of staff, which will also put a strain on parking. I don't feel that the proposed use should be approved or even considered based on the location and Municipal Code requirements that are unable to be satisfied.

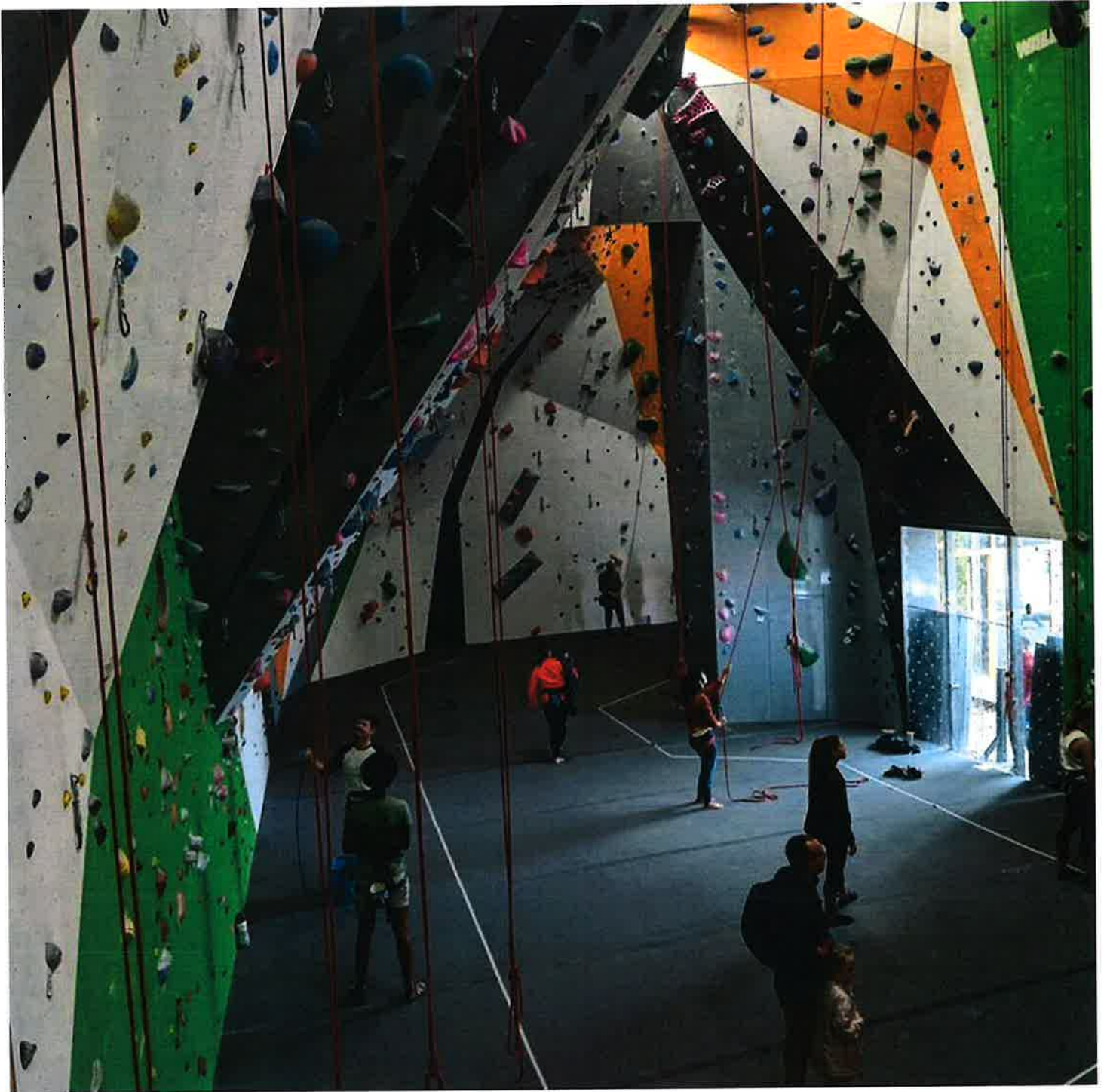
If you have any further questions, I can be reached at [REDACTED]

Sincerely,

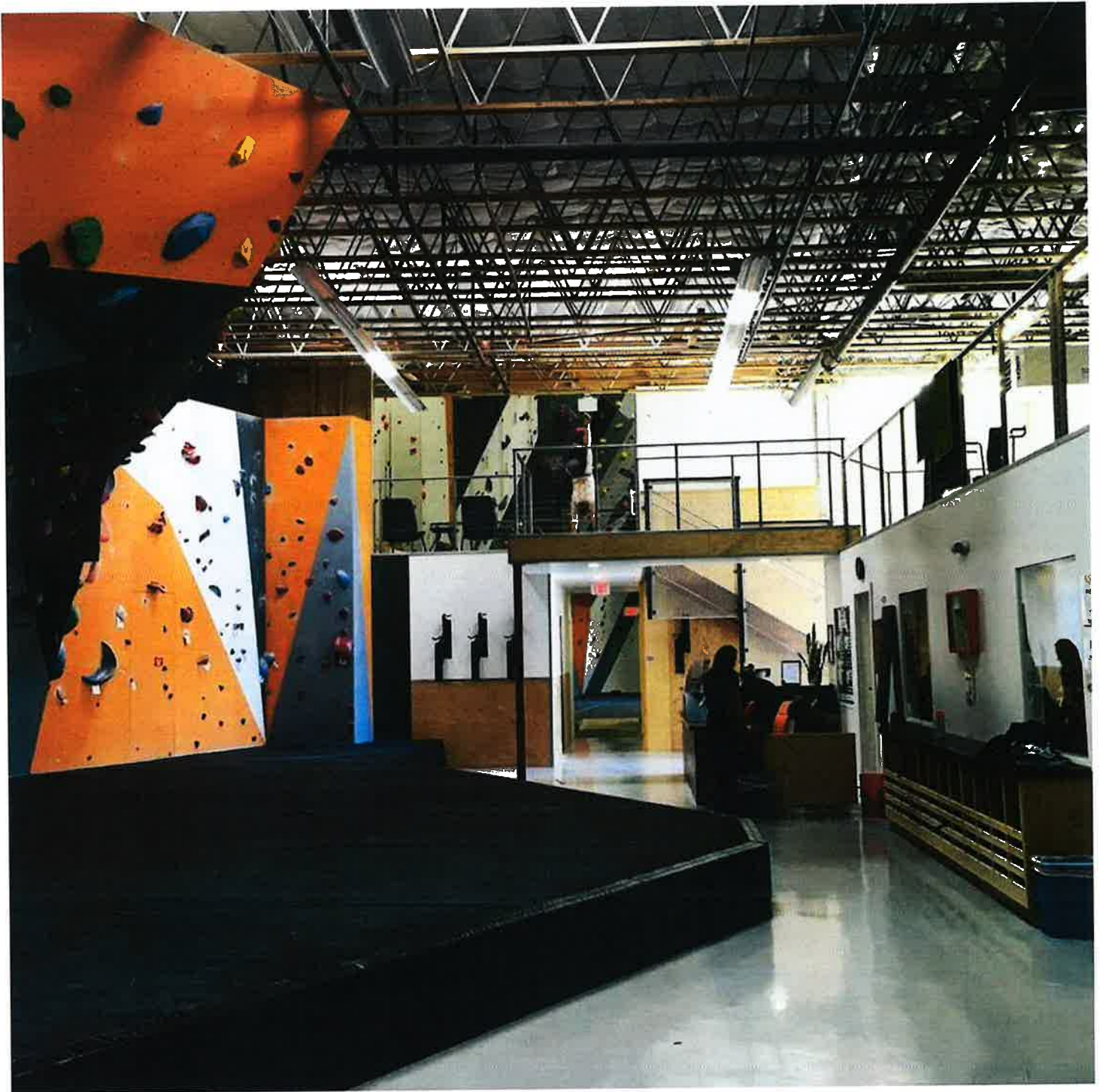
Michael Bascou
[REDACTED]

EXHIBIT H

Climbing Area



Front Desk Area



Photos - Existing Facilities

EXHIBIT I.2

164

Construction of raised roof.



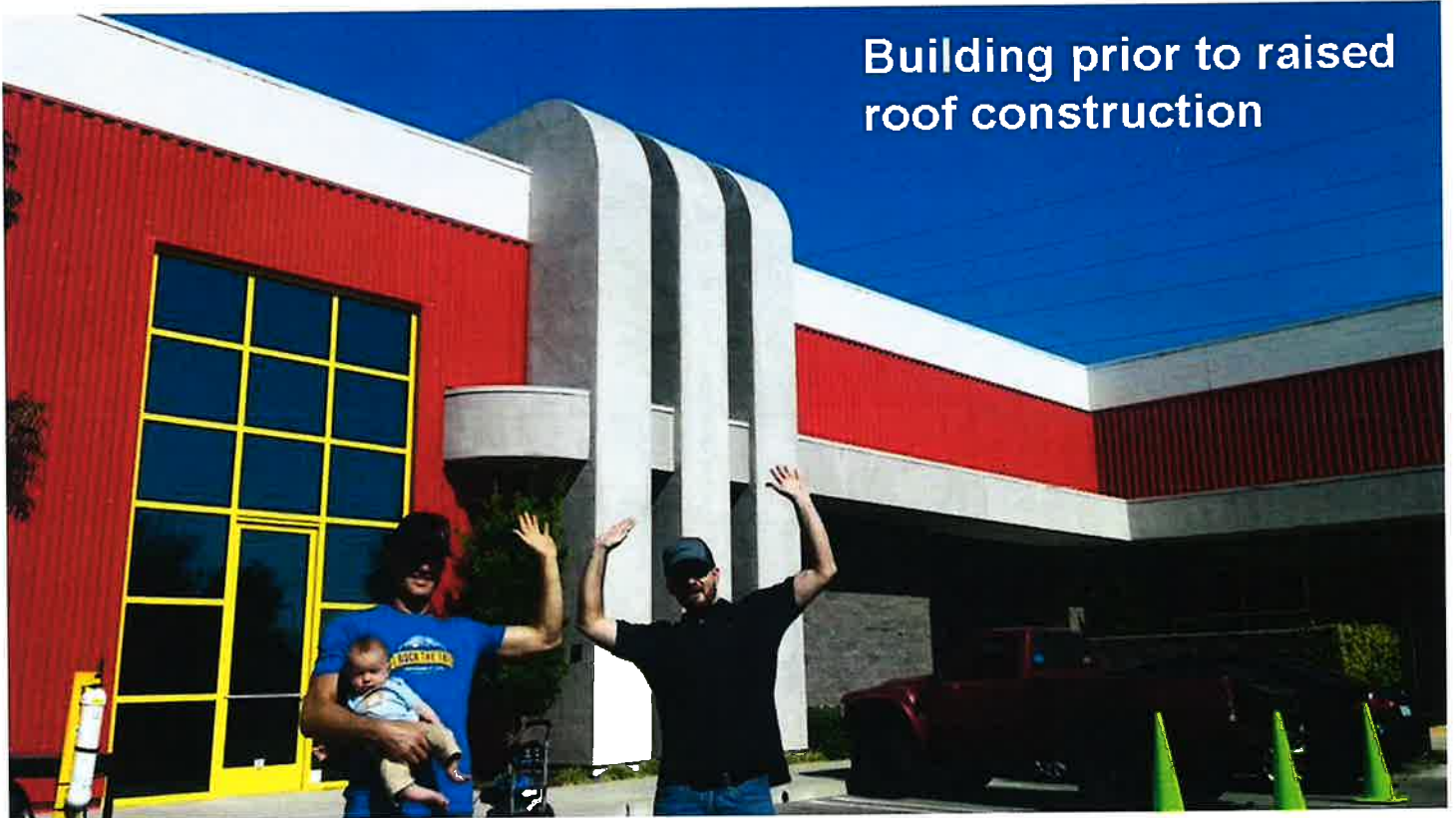
Photos - Existing Facilities

EXIBHTI I.3

**Raised Roof
Completed**



**Building prior to raised
roof construction**



Photos - Existing Facilities

EXHIBIT I.4

CITY OF SAND CITY

RESOLUTION SC _____, 2019

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
COASTAL DEVELOPMENT PERMIT 19-02 AUTHORIZING AN INDOOR
CLIMBING AND FITNESS FACILITY WITH ACCESSORY OFFICE AND
RETAIL FOR 'THE PAD CLIMBING' OPERATION AT 325 ELDER AVENUE**

WHEREAS, Yishai Horowitz of "The Pad Climbing" (the "Applicant") submitted a coastal development permit application to the City of Sand City (the "City") to establish a recreational climbing and exercise facility (the "Applicant's Use") within a 12,214 square foot unit of an existing commercial building at 325 Elder Avenue (APN 011-242-007 & 008) in Sand City (the "Subject Property"); and

WHEREAS, the Applicant's Use at the Subject Property, of the scale and intensity described in the application and as conditioned via a coastal development permit, is considered compatible with a mixed-use neighborhood of the West End District, as defined by the City's General Plan and Zoning Ordinance; and

WHEREAS, the City's Municipal Code/Zoning Ordinance does not specify a parking requirement for recreation, gym, or other such types of uses; and in the absence of such, the City has previously used a 1/450 parking ratio, with some success, for recreational/fitness uses; and

WHEREAS, during early evening weekday hours, the City has observed that the Subject Property's parking area is typically close to full capacity by the Camp Transformation fitness business within the 5,786 square foot unit of the Subject Property; and thus, the City must conclude that the Subject Property cannot sufficiently accommodate parking demand of the Applicant's Use in conjunction with Camp Transformation's operation during peak and overlapping operational hours, and that the 1/450 parking ratio is insufficient for these two uses at the Subject Property; and therefore, it is necessary to require the Applicant and/or Subject Property's owner to secure between 38 to 44 additional off-street regulation sized parking spaces, to accommodate an estimated fifty patrons during peak evening hours, within a reasonably short walking distance from the Subject Property in order to successfully integrate the Applicant's Use into the Subject Property and surrounding mixed-use neighborhood; and

WHEREAS, the Applicant also proposes modifications of the Subject Property's building to increase the height of a 6,000 square foot segment of the roof by eleven feet to an elevation of approximately 40-feet and to construct new interior rooms and floors; all of which will not change this building's existing footprint on the Subject Property, but will require building permits and plan check review for building and fire code compliance; and

WHEREAS, the Applicant's Use, in itself, is considered a Group I use under the regulations of the Monterey Peninsula Water Management District (the "MPWMD"); however, the addition of floor area to the building with the construction of an interior 2nd and 3rd level may

require additional water that can be accommodated by the City's Water Entitlement (desalination facility) subject to allocation at the discretion of the City's City Council; and

WHEREAS, the Applicant's Use of, and the proposed building modifications to, an existing commercial building both qualify for a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of the City of Sand City, on June ____, 2019, has found and determined that the Applicant's Use, as identified by the Applicant and appropriately conditioned by the Applicant's use permit, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Coastal Development Permit 19-02 shall be granted upon the conditions hereinafter set forth; and

WHEREAS, the City Council of the City of Sand City has accepted the analysis and findings for approving Coastal Development Permit 19-02 ("CDP 19-02") as outlined in the amended City staff report, dated May 3, 2019.

1. CDP 19-02 is not valid, and the Applicant's Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the permittee and the Subject Property's owner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed document may be grounds for City termination of CDP 19-02.
2. Purpose: CDP 19-02 is for the express purpose of authorizing, at the scope and scale described by the Applicant and as otherwise conditioned by CDP 19-02, an indoor recreational climbing and fitness facility to include yoga classes and limited weight lifting at 325 Elder Avenue within an approximate 12,214 square foot segment of an existing commercial building at 325 Elder Avenue (portion of APN 011-242-007 & 008); subject to the terms and conditions specified in CDP 19-02. Residential occupancy of the Applicant's unit on the Subject Property is prohibited. There shall be no expansion to the scope or intensity of the Applicant's Use beyond that as authorized by CDP 19-02 without either an amendment of said Permit or the City issuance of a new land use entitlement permit.
3. Hours of Operation: Hours of operation for the Applicant's Use on the Subject Property shall only occur between the hours of 11:00 a.m. to 10:00 p.m. daily. Weight lifting/training activities shall only occur between the hours of 11:00 a.m. to 9:00 p.m. daily. There shall be no amplified music or other excessive/amplified noise generated within the unit prior to 11:00 a.m. daily and after 7:00 p.m. on weekdays and after 5:00 p.m. on weekends. Any exceptions to the above for special events shall be subject to City Manager written approval. Office activity and customer sign-ups and orientation on-site by the Applicant may extend beyond the aforementioned hours/days, provided that no climbing, yoga, weight lifting, or other exercise/recreation activities are occurring. 24-7 key-access and use of facilities for patrons/customers is prohibited.

4. Noise & Vibration Mitigation: The Applicant shall establish exercise pads and/or other sufficiently performing shock absorbent materials wherever weight lifting/resistance training occurs within the building. These pads/materials shall function sufficiently to maintain noise/vibration(s) from extending beyond the confines of the Applicant's building due to the use of and/or falling or dropped weights/equipment. The sufficiency of said pads/materials shall be subject to City determination as observed/experienced by a City inspector and/or evidenced by City substantiated public complaints. Sound absorbing platforms shall be installed by the Applicant at the direction of the City if noise/vibration pads and other absorbent materials are insufficient where noise/vibrations from weight lifting activities become a public nuisance. Failure to comply with such direction shall be sufficient grounds for City termination of CDP 19-02.
5. Noise Mitigation: Any music and/or other loud and/or amplified noise generated by the Applicant's Use shall be kept to a reasonable audible level that does not expand beyond the confines of the Applicant's unit, and shall not impact adjacent units or neighboring properties. Roll-up doors of the Applicant's unit shall remain closed prior to opening at 11:00 a.m. and after 5:00 p.m. daily to contain noise after standard daytime business hours. There shall be no amplified music or other excessive/amplified noise generated within the unit prior to 11:00 a.m. daily and after 7:00 p.m. on weekdays and after 5:00 p.m. on weekends. Any and all wall openings between the Applicant's unit and the other units of this building shall be closed off. The City may amend or revoke CDP 19-02 if detrimental impacts from the Applicant's Use cannot be sufficiently mitigated as to not pose a nuisance upon the adjacent unit and/or surrounding neighborhood.
6. Weight Lifting: Weight lifting activities shall be considered accessory and secondary to the primary activity of artificial rock surface climbing. Weight training shall be limited to those areas that are sufficiently matted and padded in mitigating noise and vibrations generated by weight training and weight dropping. Weight training activities shall not commence prior to 11:00 a.m. nor continue after 9:00 p.m. daily. The Applicant's Use shall be limited to Olympic style weights of up to 45 pound plates, dumbbells of up to 100 pounds, cable cross machines, rowing machines, stationary bikes, TRX resistance training straps, medicine balls, kettle bells, or other similar exercise equipment. The dropping of weights is prohibited. Failure to comply shall be sufficient grounds for the City to amend or terminate CDP 19-02.
7. Activity Confinement: All exercise programs conducted by the Applicant's Use, and employees/patrons thereof, shall only be conducted inside the building, and shall not occur within the Subject Property's parking lot, City public rights-of-way (i.e. sidewalks, streets, etc.), City parks, or other privately owned properties within the City. Any special events by the Applicant beyond the confines of the Applicant's Unit shall first require City Manager written approval.
8. On-Site Parking: The Subject Property's owner shall re-stripe the on-site parking area to the west side (rear) of the building to provide a minimum of thirty-four (34) parking spaces, which may include tandem parking. Additional parking spaces are encouraged

if feasible. The redesigned parking layout shall be subject to City Planner review and approval prior to implementing re-striping. Parking stall dimensions shall be consistent with Section 18.64.040 of the City's Municipal Code (Zoning Ordinance). The Subject Property's owner and/or property manager shall be responsible for addressing and resolving tenant disputes regarding on-site parking, provided City zoning and permit requirements are met to the satisfaction of the City.

9. Off-Site Parking: The Applicant and or Subject Property's owner shall secure additional off-street parking beyond the Subject Property within a reasonably short/quick walking distance that provides 38 to 44 regulation sized parking spaces to accommodate the parking demand generated by the Applicant's Use. The location of said parking shall be subject to City approval as to whether it is in adequately short walking distance to the Subject Property. The Applicant may share said off-site parking area with Camp Transformation provided that Subject Property parking is equally shared between Camp Transformation and the Applicant's Use. The Applicant shall provide the City with evidence of securing other property for parking via lease or other legal documentation determined satisfactory by the City Attorney prior to City issuance of a building permit for and commencement of any construction for the Applicant's Use on the Subject Property. Failure of the Applicant to secure said off-site parking to the satisfaction of the City shall be sufficient grounds for the City to terminate CDP 19-02.
10. Storage: All materials, equipment, and/or any other item associated with the Applicant's Use at the Subject Property, shall only be stored within the Applicant's unit and are prohibited from being stored beyond the confines of the building. The placement of a self-contained portable storage unit for the Applicant's Use on the Subject Property beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's Use; and thus be sufficient reason for the City to terminate CDP 19-02.
11. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CDP 19-02. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's unit and parking area of the Subject Property for the duration of the Applicant's Use as authorized by CDP 19-02.
12. General Waste: Trash or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building, the rear parking area without occupying parking stalls, or within a City approved enclosure on the Subject Property. An enclosure may be established on the Subject Property only after approval by the City's Planning Department. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of the regular routine of

Applicant's Use's when/where feasible.

13. Exterior Building Modifications: Modification of the building exterior shall be subject to the City's Design Review Committee (the "DRC") review and approval in the issuance of a design permit provided that the City Planner deems the scale of such modification(s) warrants a Design Permit and DRC review/approval.
14. Interior Building Modifications: All tenant improvements for the Applicant's Unit shall be subject to City issuance of a building permit upon completion of an approved plan review and approval of construction documents. The pedestrian door on the west elevation facing the parking area shall be closed and walled off for building code compliance to the satisfaction of the City's Building Official unless and until the parcel and lots of the building (APN 011-242-007, Block 16, Lots 23 through 32) and the parcel and lots of the parking lot (APN 011-242-008, Block 16, lots 8, 10, & 11 through 22) are merged into a single parcel and lot. The floor plan for interior improvements shall establish alcoves to recess entry and exit doors so that doors do not open into the public right-of-way. The entry facing Elder Avenue shall match, in depth, width, and height, that of the new entry alcove installed by the adjacent unit's tenant.
15. Public Improvements: The Subject Property's Owner shall design and install/modify, at their expense, complete curb, gutter, and sidewalk public improvements along the Subject Property's Ortiz Avenue frontage. Installation of said Ortiz Avenue improvements shall either be in conjunction with the City implementation of its Proposition 1 Grant project improvements along the Subject Property's Catalina Street frontage or within five (5) years, whichever occurs first. Public improvement plans for said improvements shall be subject to the City Engineer's review and approval prior to construction. Failure of the Property Owner to comply with this requirement shall subject Coastal Development Permit 19-02 to termination.
16. Signs: Any commercial sign on the exterior of the building or anywhere on the Subject Property, identifying the Applicant's Use, shall be reviewed and approved by the City's DRC in the issuance of a sign permit prior to the establishment of any such sign at the Subject Property. Such commercial signs on the building's west elevation are prohibited in accordance with Sand City Municipal Code section 18.66.070.C. Signs attached to the building shall also obtain a City building permit prior to installation. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
17. Water Runoff: The Applicant's Use shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the Subject Property and/or City streets.
18. Water: The Applicant's Use shall be subject to the applicable regulations of the Monterey Peninsula Water Management District (MPWMD). The Applicant's Use shall utilize available on-site water credit before the City shall consider any allocation of water to the Subject Property. Issuance of CDP 19-02 does not grant the Applicant

and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. Any allocation of water by the City to the Subject Property for the Applicant's Use shall be under separate action and is not included as part of CDP 19-02's approval. Failure of the Applicant to secure sufficient water allocation to satisfy the requirements of the MPWMD shall subject CDP 19-02 to either amendment or termination by the City.

19. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, shall be implemented to the satisfaction of each department and inspector(s) thereof. Police Department requirements pertaining to security, street parking, code enforcement, public nuisance abatement, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
20. Air District: The Applicant shall be responsible for complying with applicable regulations of the Monterey Bay Air Resources District. Failure to comply shall be sufficient grounds for City termination of CDP 19-02.
21. Fire Department: The Applicant's Use of the Subject Property, as authorized by CDP 19-02, must conform to operational and occupancy load requirements specified in the California Building and Fire Code and to the satisfaction of the City's Building and Fire Department inspectors. The Subject Property shall be available and open for Fire Department and/or City code enforcement inspections during permit specified 'hours of operation' (Condition No. 3). Failure to comply with Fire Inspector and/or code enforcement requirements may be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use and City amendment or termination of CDP 19-02.
22. Nuisance: The Applicant's Use at the Subject Property shall be conducted in such a way that it does not constitute a nuisance to neighboring properties or occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's Use and the patrons and activities therein. The Applicant shall implement all mitigation necessary to inhibit or otherwise mitigate any noise, vibration, overflow parking, and/or other negative impacts that this operation may or will generate. Determination of what constitutes a 'nuisance' shall be subject to the City. If the City finds at any time that any activity of the Subject Property by the Applicant's Use constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CDP 19-02. Failure to comply with such City direction may result in the amendment or revocation of CDP 19-02.

23. Violation/Termination: If the City determines that any term or condition of CDP 19-02 has been violated, and/or Applicant's Use of the Subject Property by the Applicant's Use constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued to the Applicant by the City, that if such violation is not corrected or removed, a public hearing may then be scheduled where the City Council may consider amending or revoking CDP 19-02, and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner/manager shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate CDP 19-02.
24. Interpretation: Any question of intent or interpretation regarding any condition within CDP 19-02 shall be resolved by the City's Planning Department.
25. The issuance of CDP 19-02 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
26. Indemnification: To the extent permitted by law, the Applicant and Property Owner shall indemnify and hold harmless the City, its City Council, its officers, employees, consultants, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties, the Applicant, and/or Property Owner in connection with this Permit, including but not limited to any such action to attack, set aside, or void, any permit or approval authorized hereby, including (without limitation) reimbursing the City for its actual attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
27. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the Applicant's Use within Sand City. Failure to maintain a current business licence may be sufficient grounds for termination of CDP 19-02.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of June, 2019, by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

ATTEST:

 Linda K. Scholink, City Clerk

 Mary Ann Carbone, Mayor

Signatures continued on following page...

Signatures continued from previous page.

This is to certify that the Coastal Development Permit (CDP) 19-02 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, City Planner

APPLICANT ACCEPTANCE (CDP 19-02)

The Coastal Development Permit is hereby accepted upon the express terms and conditions hereof, and the undersigned agrees to strictly conform to and comply with each and all of the said terms and conditions therein.

DATED: _____

BY: _____
Applicant

CONSENT OF OWNER (CDP 19-02)

Consent is hereby granted to the permittee to carry out the terms and conditions of the Coastal Development Permit.

DATED: _____

BY: _____
Property Owner

AGENDA ITEM

11A



STAFF REPORT

Agenda
Item

11A

DATE: May 22, 2019
TO: Honorable Mayor and City Council Members
FROM: Shelby Gorman, Administrative Assistant
SUBJECT: Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds

RECOMMENDATION

Adopt a resolution approving the application for Statewide Park Development Community Revitalization Program grant funds (Attachment A).

BACKGROUND

The State of California Department of Parks and Recreation Statewide Park Development and Community Revitalization Program (SPP) administered by Office of Grants and Local Services has created and improved over 7,400 parks. Parks are unique places where children can play, families and friends bond, people exercise, seniors socialize, youth are mentored, cultures are celebrated, and everyone connects with nature. For these reasons and more, vibrant parks funded by this program will create humane and healthier communities.

Building successful parks in underserved communities is “a work of art.” SPP embraces meaningful engagement with local residents where park designs represent each community’s unique recreation needs and creativity. SPP is the largest park related grant program in California’s history and possibly U.S. history, with over \$1 billion in funding between the 2018 Prop. 68 and 2006 Prop. 84 Bond Acts.

The project will address the following challenges:

Poverty; According the US Census 2013-2017 American Community Survey, over half of the population in Sand City is considered impoverished and 98% of those who work in the City are considered impoverished. Parks in communities with similar demographics can bring much needed public centers for community and social cohesion.

Crime Rates; According to a Crime & Public Safety project supported by the national Urban and Community Forestry program of the USDA Forest Services, State and Private Forestry, prepared by Kathleen Wolf, PhD., "Residential vegetation has been linked to a greater sense of safety, fewer incivilities, and less aggressive and violent behavior. "Such common spaces serve to strengthen ties among residents, thereby creating healthier, safer urban communities." In 2016, the violent crime rate for Sand City was 350.87% higher than the national average and the city property crime rate 1361% higher (FBI Report of Offenses Known to Law Enforcement). In a city with such high crime rates, any action taken to increase the feeling of safety and community among residents creates a significant and positive response.

The project will address the following health and quality of life conditions:

Recreational; The park provides a community space for children and their families to come together in a healthy way. Additional play equipment for children under the age of 6 would be added to the park as there are currently no opportunities for younger children. Also, ADA accessible equipment will be included to further bring the notion of inclusion to the park.

Social; Several free events take place throughout the year at the park to inspire a sense of belonging within the City's population. The expansion of useable space in the park will encourage members of the community to attend these events.

Cultural; Public art will be present in the park in the form of a mural representing the culture of the surrounding community. Opportunities for additional future art projects at the park will be discussed.

Environmental; The new park would replace the subpar equipment currently in the park which would not only make the park look nicer, but add to overall safety. New fencing, retaining walls, and landscaping will improve the overall beauty of the park and add to the surrounding neighborhood. The invasive ice plant will be removed to encourage the growth of native plants.

Educational; The public art element of the park, in addition to its cultural significance, will provide an education element for those who visit the park to learn about the history and significance of the community it serves. The landscaping of the park will include native plants and native species of insects, frogs, lizards, and other native species. This closeness to nature will encourage children to ask questions and learn about these plants and animals.

Economic; The neighborhood directly adjacent to the park has seen redevelopment in recent years. This has brought and will continue to bring new families to the area. The park will increase the value of the neighborhood and attract new residents. Those currently in the area are not at risk of displacement as there are plans heading to the development phase for a significant increase in affordable housing in the City. The project will also help those who are economically disadvantaged in the community by providing free space for children and adults to socialize and play and create a place for family bonding.

Five Public Forums were held on varying days of the week and times of day to receive comments and recommendations from residents for the park. The goal of the Forums was to identify the recreation features, location of recreation features, design elements, safety precautions, and beautification desired by those who will use the park. Those attended the Forums suggested the City use a park theme, specifically one tied to the ocean, the addition of water fountains, and ADA accessible park equipment.

City staff will implement the funds to renovate the existing Calabrese Park to include grading to increase the amount of useable space, landscaping to exclude the use of invasive plants, safe and reliable drinking water for park visitors, the replacement of current dilapidated park equipment (installed in 1999), the addition of park equipment for children under the age of six, an increase in the number of picnic areas, public art, the expansion of the restroom facilities, and ADA accessible improvements of paths, sidewalks, and parking lots.

Applications are due August 5, 2019.

Funds are awarded at the end of the calendar year 2019.

Projects are to be completed by March 2022.

ENVIRONMENTAL (CEQA) CLEARANCE

Renovation of the existing Calabrese Park, as discussed in this report, qualifies for a Categorical Exemption per the following CEQA (California Environmental Quality Act) Guidelines. CEQA Guideline section 15301 (Class 1) for repair and maintenance and minor alteration of existing public structures and facilities and topographical features (minor regrading) with no negligible expansion of use beyond that existing use; CEQA Guideline section 15302 (Class 2) for replacement and reconstruction of existing facilities; and CEQA Guideline section 15304(b) (Class 4) for new landscaping including replacement of existing conventional landscaping with water efficient landscaping.

FISCAL IMPACT

The minimum grant award is \$200,000 and the maximum is \$8,500,000 per park. There is no match requirement for the City. Eligible pre-construction and construction costs include but are not limited to public meetings, focus groups, design workshops, plans, specifications, construction documents, cost estimates, permits, bid preparation, in-house employee services (not to include grant writing), construction, equipment, signs, premiums on hazard and liability insurance, site preparation, purchase and installation of equipment, construction management, and grant/project administration and accounting.

Condition 1 of the resolution of the City Council of the City of Sand City approving the application for Statewide Park Development and Community Revitalization Program grant funds specifies that the City must secure all funding prior to the start of work on the project. To explain by example, if the City were to have two funding sources for the project, estimated at \$250,000, in the form of a donor promising to gift \$50,000 and this grant for \$200,000, both of these funding sources would need to be guaranteed prior to starting the project in the form of contract or award. This is to protect the City in the case that the donor pulls their funding and the grant is not sufficient to cover the scope of work promised. If the project is not completed as described in the scope of work, the State will take back all funding, leaving the City responsible for any expenses incurred. Because the City is requesting the entire cost of the project be funded by the Statewide Park Development and Community Revitalization grant, this condition is satisfied upon contract with the State.

**CITY OF SAND CITY
RESOLUTION SC ____, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Sand City hereby approves the filing of an application for the Calabrese Park Renovation; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager of the City of Sand City to conduct all negotiations, sign, and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of June 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form for the application filed with the State of California.

Total State grant amount not to exceed \$ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

GRANTEE

By _____

By _____

Date _____

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER				
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX		Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER				DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under

California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the

property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE
By: _____
Signature of Authorized Representative

Title: _____
Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Date: _____

AGENDA ITEM

11B



City of Sand City

Agenda
Item

10D

Staff Report

DATE: May 29, 2019
TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Supervisor
SUBJECT: Consideration of Installation of California State University Monterey Bay (CSUMB) Banners in Celebration of their 25th Year Anniversary

BACKGROUND

California State University, Monterey Bay (CSUMB) is a public university located in Marina and Seaside in Monterey County, California. A member of the 23-campus California State University system, CSUMB is situated on the site of the former U.S. Army Base known as Fort Ord in the northern region of the California Central Coast and is accredited by the Western Association of Schools and Colleges. CSUMB developed out of Fort Ord, a decommissioned Army base with a rich history dating back to 1917. Throughout the '50s, '60s and '70s, Fort Ord was a major location where more than approximately 1.5 million men and women received basic training. When Congress decided to shut down Fort Ord, the local community proposed that the base be converted into a university. In June 1994, that plan was approved and California State Monterey Bay began. The opportunity to create a new university drew some of the most dedicated, creative, and talented people in the field of higher education to Monterey Bay. CSUMB was founded in 1994 with a student enrollment of 654 students. Classes began August 28, 1995. The founding president was Peter Plympton Smith and was the 21st campus in the California State University System.

REVIEW AND ANALYSIS

Beginning the Fall semester of 2019, CSUMB will have completed twenty five years as an institution. CSUMB will celebrate their "silver jubilee" throughout the academic year starting in the Fall of 2019, and continuing through commencement in the Spring of 2020. CSUMB will incorporate their celebration into existing events on-campus as well as plans for events off-campus with the surrounding community. Sand City desires to

participate in the off campus celebration with installation of (15) fifteen CSUMB 25th Anniversary banners on Sand City streetlights along California and Playa Avenues.

FISCAL IMPACT

The replacement of the banners, equipment rental, and employee hours is estimated at \$2,500.00.

The street lights along California and Playa Avenues are set up for 30" wide X 84" tall banners. Public works rents a tow behind lift @ \$350.00 a day for a total of \$700.00 to remove Sand City banners and replace with CSUMB banners. The same rental fee includes removing CSUMB banners and replacing Sand City banners. The work requires two (2) staff members, a City vehicle, and ½ day's work per occurrence (approximately \$1800.00).

Note: End of November through December staff installs Holiday banners. This cost is covered in the '19-'20 City Budget

RECOMMENDATION

The City Council to consider the installation of the banners, date, and duration of how long the banners should be displayed.

AGENDA ITEM

11C

CITY OF SAND CITY

STAFF REPORT

MAY 24, 2019
(For City Council consideration on June 18, 2019)

TO: Mayor & City Council

FROM: Charles Pooler, City Planner
Vibeke Norgaard, City Attorney

SUBJECT: South of Tioga Park Dedication / In-Lieu Fee Requirement

BACKGROUND

The overall South of Tioga project by DBO Development (the “Applicant”) consists of a hotel and residential development on six (6) newly created parcels (the “Project”) within the General Plan designated South of Tioga area. The Applicant received City Council certification of the Environmental Impact Report (the “EIR”), approval of the Vesting Tentative Map (the “VTM”), and approval of the mitigation monitoring program for the Project on June 5, 2018. The Hotel segment of the Project received City approval of land use/development entitlements in November of 2018. As part of the VTM approval, the South of Tioga Project was required to dedicate parkland, pay a fee in lieu of parkland dedication, or a combination of both (VTM Condition #1.2). The City Planner and City Attorney have reviewed the City’s municipal code, the Project VTM, and relevant Government Codes in order to determine how to appropriately calculate the park in-lieu fee amount for the Project. This report is meant to summarize the particulars of the Municipal Code, VTM, and Government Code requirements pertaining to the park dedication/in-lieu fee requirement for the Project and to seek City Council direction regarding whether to allow credits towards those fees for ‘private open space’.

VESTING TENTATIVE MAP

At the June 5, 2018 public hearing and City Council meeting, the VTM for the South of Tioga Project, dated May 31, 2018, was approved. The VTM authorized up to 125 residential dwelling units and a potential rooftop restaurant on Parcel R1 and up to 231 residential dwelling units on Parcel R2. Condition 1.2 of the VTM states as follows in regard to the park dedication:

“The applicant shall provide on-site parkland or a fee in lieu of parkland dedication, or combination thereof, in accordance with Municipal Code Chapter 17.68. Based on a Project of 356 residential units and an average per unit occupancy of 2.27 persons, the total Project population would be about 808 persons. The resulting parkland requirement, based on 130 square feet per each resident, is 2.4 acres. Park or recreation area provided by the applicant within the Project that qualifies under the

provisions of Chapter 17.68 shall be credited toward this requirement as determined by the City Planner. Remaining park requirements shall be compensated through an in-lieu payment the amount to be determined prior to recording the first Final Map by the City in accordance with the provisions of Chapter 17.86. Fees may be used for recreational amenities within the City's public rights-of-way within or adjacent to the Project, or for an off-site community or cultural center within the Sand city municipal limits. An in-kind contribution toward rent or facilities may be used in place of fees at the discretion of the City Administrator. One-half of the fee shall be paid prior to recording of the final map, or as otherwise agreed by the City Administrator in the case of in-kind contributions, and one-quarter of the fee shall be paid prior to issuance of the first building permit for each parcel."

DISCUSSION

MUNICIPAL CODE CHAPTER 17.68:

Sand City Municipal Code ("SCMC") Chapter 17.68 (see Exhibit A) establishes the City's requirements for park dedication(s) in conjunction with subdivisions, pursuant to Government Code section 66477 (Quimby Act). Park land must be suitable for active use and should directly benefit the subdivision. SCMC section 17.68.030.A states that a "...subdivider shall dedicate usable open space, grant an easement, or pay a fee in-lieu of such dedication or...easement...in conformance with an adopted fee schedule ordinance." The land, fees, or combinations thereof can only be used for the purpose of providing park and recreational facilities that serve residents of the development (upon which the fee is imposed) and the local community (SCMC section 17.68.030.B.4). SCMC section 17.68.030.B.2 states that habitat areas are not to be considered as park land dedications; therefore, the habitat preserve mitigation for the South of Tioga Project cannot be credited towards meeting the park land requirement. Land dedications/easements need to be identified and included on the South of Tioga Project's final map when recorded for that dedication/easement to be considered official.

Land Dedication: The SCMC outlines the aforementioned fee schedule and dedication/easement requirements (SCMC section 17.68.030.B), and establishes that 130 square feet of parkland shall be provided per estimated person of the subdivision. The VTM (condition 1.2, p.22) specifies that the resulting parkland requirement for the entire South of Tioga project is 2.4 acres, based upon a rate of 130 square feet per person and a residential population of 808 persons ($2.27 \text{ persons} / \text{d.u.} \times 356 \text{ d.u.}$).

In-Lieu Fee: For subdivisions of fewer than 50 lots (the entire South of Tioga Area post-Final Map recording will be six lots), only the fee may be imposed by the City as a requirement (SCMC section 17.68.030.C.5). Therefore, the City can only "impose" a fee; however; this does not prevent a subdivider from voluntarily dedicating parkland towards meeting this requirement as a credit against the in-lieu fee. Furthermore, a fee in-lieu of land dedication shall be required when no portion of the proposed usable open space is planned to be located within the limits of the subdivision (section 17.68.020.C). In-lieu fees are to be based on current fair market value of land and development costs in areas where park facilities are planned.

CALCULATING THE IN-LIEU FEE:

In order to calculate the in-lieu fee, a cost factor per square foot is needed to convert the required 2.4 acres of parkland into a dollar value. The SCMC states that in-lieu fees are *"to be based on current fair market value of land and development costs in the areas where park facilities are planned"*. For the purposes of discussion in this report, staff is using a land value of \$57.77 per square foot. This is based upon the recent Lang Property appraisal (see Exhibits C.1 & C.2). Staff is working with an appraiser to determine what the actual fair market value should be to calculate the fee; therefore, the \$57.77 is not a final value to determine the actual fee at this time.

The 2.4 acres (or 105,040 sq.ft.) of parkland area required equates to a fee of \$6,068,160.80 (105,040sf x \$57.77/sf). There are items that qualify, either automatically or discretionarily, as a credit against the in-lieu fee. First is land dedication/easement provided within the project area, second is the cost of park/recreational improvements, and third is private open recreational areas within the project.

Automatic Credit - Land Dedications / Easements: The draft South of Tioga Final Map currently in review by staff identifies two abutting public park easements (see Exhibit B). Parcel R1 provides a park easement of 2,860 square feet and Parcel R2 provides a park easement of 5,582 square feet fronting the proposed "A" Street through the Project. The VTM states that *"Park or recreation area provided by the applicant within the Project that qualifies under the provisions of Chapter 17.68 shall be credited....."*. These park easements qualify under the provisions of this Chapter as they provide a grant of land easement for usable open space (SCMC section 17.68.020.A). Therefore, the cumulative 8,442 square feet of park easements qualify to be credited towards the park in-lieu fee. This credit amounts to \$487,694.34 ($\$57.77/\text{sf} \times 8,442 \text{ sf}$). These easements are dedicated public open space per VTM condition E13, which states *"An easement shall be recorded with the final map to provide public access to and over park facilities provided on private parcels and intended for public access, use, and enjoyment."* Though there are currently no plans on how to develop these easements, they are intended for public access and recreational use.

Automatic Credit - Park & Recreational Improvements: SCMC section 17.68.030.C.7 states that *"...the value of the improvements together with any equipment.....shall be a credit against the payment of fees or dedication of land required..."* The parklet areas themselves within the proposed "A" Street are not a credit as this is to be dedicated public right-of-way; however, the cost of improvements and development of the amenities (i.e. benches, tables, etc.) within the parklets are improvements for general public use that satisfies the description above; and therefore, qualifies as a credit against the in-lieu fee. According to the Applicant, the recreational improvements for the parklets will cost \$231,000 (see Exhibit C for a cost breakdown for each of the 4 parklets). This amount can therefore be credited against the total in-lieu fee.

Discretionary Credit - Private Open Spaces: SCMC Section 17.68.030.C.11 states that *"Planned development and real estate developments....shall be eligible to receive a credit, as determined by the City, against the amount of land required to be dedicated"*

or the amount of the fee imposed.....for the value of private open space within the development which is usable for active recreational uses.” Both residential development pads (Pad R1 and R2) provide private courtyards for their residents that meet the definition of “private open space” usable for “active recreation” The SCMC ordinance is thus phrased in a way that clearly gives the City discretion in determining whether or not to allow ‘private open space’ as a credit towards the in-lieu fee. SCMC subsection C.11 specifies that such developments “...shall be eligible...as determined by the City,...”, which is not in the imperative; and therefore, is subject to the City’s discretionary determination. Finally, the VTM states that the South of Tioga Project gets credit for areas that qualify under the provisions of SCMC Chapter 17.68; therefore, if something does not qualify under the SCMC, then that credit is not applicable.

The City Planner and City Attorney both concur that Parcel R2's clubhouse and gym do not qualify as ‘open space’, and the rooftop skydeck is not for an ‘active’ recreational purpose; and therefore, the square footage of those areas are not applicable as credit towards the in-lieu fee. Beyond the courtyard and park easement, other specific on-site recreational amenities and their square footage for Parcel R1 are currently unknown until such time as Parcel R1's future developer provides staff with a more definitive development plan.

Applying the value of the 8,442 sq.ft. of park easements (value of \$487,694.34) and the parklet improvements of \$231,000 as credit, reduces the park fee to \$5,349,466.46. If the City Council decides that the private open spaces (i.e. courtyard areas) are subject to be credited towards the in-lieu fee amount, then the total fee would be further reduced to \$3,485,344.10 (see Exhibit ?C.1). If the Council decides the courtyards are NOT a credit, then the fee would be \$5,349,466.46 (see Exhibit C.2); a difference of \$1,864,122.36.

TIMING OF PAYMENT:

The VTM states that one half of the in-lieu fee is to be paid prior to recording the Project’s Final Map or as otherwise agreed upon by the City Administrator in the case of in-kind contributions. An additional quarter of the fee is due prior to City issuance of the first building permit for each parcel per the VTM. The remaining quarter fee payment schedule/due date is not identified by the VTM; nor does Chapter 17.68 provide any specifications on payment timing. This would be best resolved/clarified within the development agreement between the City and the Applicant.

FEE COMMITMENT OR REFUND:

SCMC section 17.68.030.C.4 specifies that the City must commit those park in-lieu fees collected in developing park or recreational facilities either within five (5) years of collection or upon issuance of building permits for half of the lots created, whichever is later. If such fees are not committed within that time frame, then the fees “...shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total of all lots within the subdivision.” In simpler terms, any uncommitted fees collected must be divided in proportion to the size of individual lots within the subdivision and paid to the property owners of those lots. It would be prudent to outline the intended

commitment of these funds in the development agreement between the City and Applicant.

CEQA:

The Environmental Impact Report (EIR) for the overall South of Tioga project was approved and certified as complete and adequate (including responses to comments) on June 5, 2018; which satisfies the CEQA review for the South of Tioga Project. In regards to the park in-lieu fee, the determination, application, and acceptance of fees, as established by SMC Chapter 17.68, will not have a direct or reasonable indirect physical change upon the environment, and is therefore not subject to CEQA. Additionally, under Article 18 of CEQA (California Environmental Quality Act), for Statutory Exemptions, CEQA guideline section 15273 states that *“CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies...”*.

CONCLUSION / DIRECTION

Staff is seeking Council direction as to whether the private recreational areas of the Project, specifically the inner courtyards of Parcels R1 and R2, are to be considered as credit against the parkland in-lieu fee amount. As set forth in this report, this decision lies entirely within the City Council’s discretionary power. This concludes staff’s report.

EXHIBITS:

- A. Sand City Municipal Code Chapter 17.68
- B. Excerpt of Final Map illustrating Parcels R1 & R2 park easements
- C. Draft Parkland In-Lieu Fee calculations
 - 1. With courtyards counted as credit
 - 2. With courtyards not counted as credit

Chapter 17.68

PARK DEDICATIONS

Sections:

- 17.68.010** Generally.
- 17.68.020** Requirements.
- 17.68.030** Dedication and Fee Schedule.

17.68.010 Generally.

This chapter is enacted pursuant to the authority granted by Article 3 of Chapter 4, Gov. Code 66475 et seq. of the Map Act. The park and recreational facilities, for which dedication of land and/or payment of a fee is required by this title, are in accordance with the open space element of the general plan, adopted by the City on July 15, 1980, and amended on January 17, 1984, and the local coastal land use plan, certified December 1982. (Ord. 84-5 §1)

17.68.020 Requirements.

As a condition of approval of a final subdivision map or parcel map, the subdivider shall dedicate land, pay a fee in lieu thereof, or both, at the option of the City, for park or recreational purposes, at the time and according to the standards and formula contained in this section. The land, fees, or combinations thereof, are to be used only for the purpose of providing park or recreational facilities to serve the subdivision. Usable open space shall be composed of land that offers natural advantages for the type of facilities proposed to serve the area. Except in the case of condominium conversions, which shall be exempt from dedication requirements, the subdivider shall provide one of the following:

A. Dedication or grant of easement of all lands to be provided for usable open space;

B. The dedication of any portion of proposed usable open space lying within the boundaries of the subdivision, plus a fee to fulfill the requirements of this section as herein described;

C. A fee in lieu of such dedication shall be required, when no portion of the proposed usable open space is planned to be located within the limits of the subdivision;

D. Only the payment of a fee may be required in the case of a subdivision of fifty (50) or fewer parcels;

E. The reservation of permanently maintained private open spaces which meet the requirements of this section. (Ord. 84-5 §2)

17.68.030 Dedication and Fee Schedule.

A. The subdivider shall dedicate usable open space, grant an easement, or pay a fee in lieu of such dedication or grant of easement, as specified by the City in conformance with an adopted fee schedule ordinance.

B. The fee schedule and dedication/easement requirements shall be based upon the following:

1. Minimum standard of at least one hundred thirty (130) square feet of park land per person;

2. Habitat areas are not considered as park land dedications;

3. Sandy beach dedication/easement available to the general public account for no more than seventy-five percent (75%) of park land dedication requirement;

4. In-lieu fees to be based on current fair market value of land and development costs in areas where park facilities are planned. The land, fees or combinations thereof are to be used only for the purpose of providing park and recreational facilities which will serve residents of the development and the local community, except for private park dedication for project residents.

C. Park dedication fees shall be applied as follows:

1. A minimum dedication of one hundred thirty (130) square feet of land per person in the subdivision and/or an in-lieu fee consistent with subsection (B)(4) of this section;

2. The land, fees, or combination thereof are to be used only for the purpose of developing new or rehabilitating existing park or recreational facilities to serve the subdivision and the local community;

3. The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision;

4. The land or fees conveyed or paid to the City shall be scheduled specifying how, when and where it will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision. Any fees collected under this chapter shall be committed within five (5) years after the payment of such fees or the issuance of building permits on one-half (1/2) of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision;

5. Only the payment of fees may be required in subdivisions containing fifty (50) parcels or less;

6. Subdivisions containing less than five (5) parcels and not used for residential purposes shall be exempted from the requirements of this chapter; provided, however, that a condition may be placed on the approval of such parcel map that if a building permit is requested for construction of a residential structure or structures on one (1) or more of the parcels within four (4) years the fee may be required to be paid by the owner

of each such parcel as a condition to the issuance of such permit;

7. If the subdivider provides park and recreational improvements to the dedicated land, the value of the improvements together with any equipment located thereon shall be a credit against the payment of fees or dedication of land required by this chapter;

8. Land or fees required under this section shall be conveyed or paid directly to the City, which provides park and recreational services on a community-wide level and to the area within which the proposed development will be located, if such agency elects to accept the land or fee. The local agency accepting such land or funds shall develop the land or use the funds in the manner provided in this chapter;

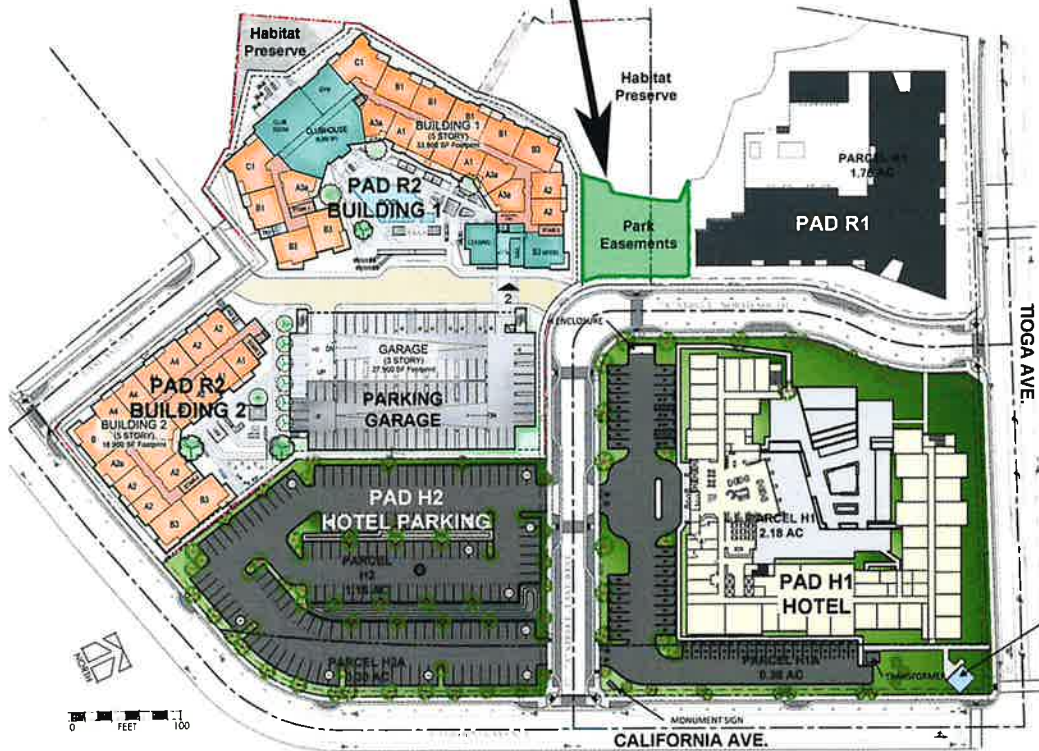
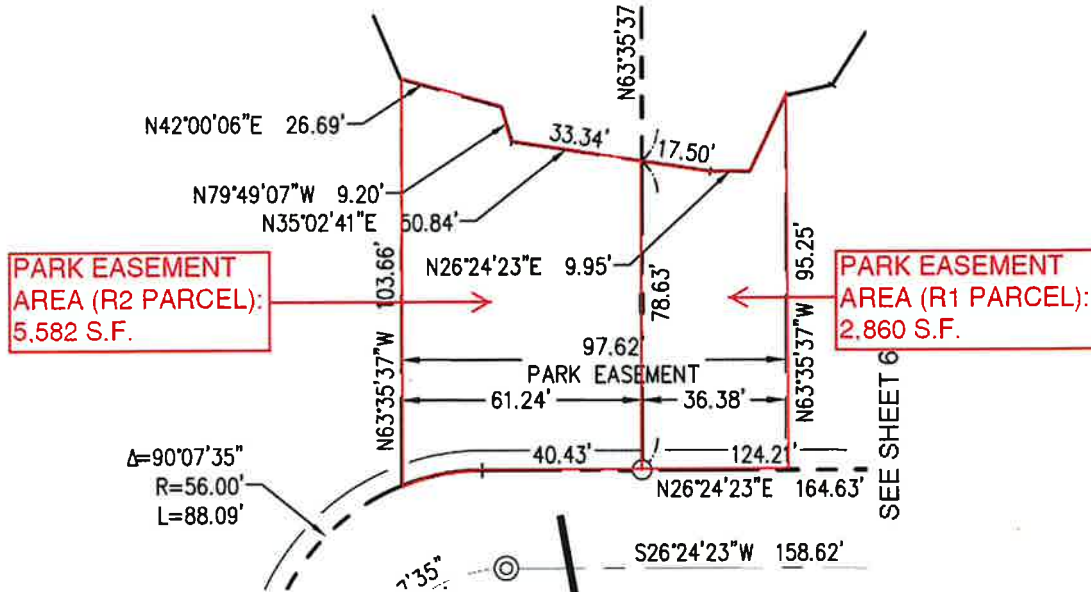
9. In the event park and recreational services and facilities are provided by a public agency other than the City, the amount and location of land to be dedicated or fees to be paid shall, subject to this chapter, be jointly determined by the City having jurisdiction and such public agency;

10. The provisions of this chapter do not apply to commercial or industrial subdivisions; nor do they apply to condominium projects or stock cooperatives which consist of the subdivision of airspace in an existing apartment building which is more than five (5) years old when no new dwelling units are added;

11. Planned developments and real estate developments, as defined in Sections 11003 and 11003.1, respectively, of the Business and Professions Code, shall be eligible to receive a credit, as determined by the City, against the amount of land required to be dedicated, or the amount of the fee imposed, pursuant to the ordinance codified in this chapter, for the value of private open space within the development which is usable for active recreational uses. (Ord. 84-5 §3)

R1/R2 Park Easement Area

R1 Easement Area: 2,860 s.f.
 R2 Easement Area: 5,582 s.f.
 Total Easement Area: 8,442 s.f.



South of Tioga Project Area

SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

PARK AREAS AND LAND VALUATIONS

PARKLETS:

Park Area ³	sq.ft.	Monetary Value ¹
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
Total Parklet Area	0	\$231,000.00

PARCEL R1:

Park Area ⁴	sq.ft.	Monetary Value
Park Easement	2,860	\$165,222.20
Courtyard	11,468	\$662,506.36
Total R1 Park Area	14,328	\$827,728.56

PARCEL R2:

Park Area ²	sq.ft.	Monetary Value
Park Easement	5,582	\$322,472.14
Bldg. 1 Courtyard	11,500	\$664,355.00
Bldg. 2 Courtyard	9,300	\$537,261.00
Total R2 Park Area	26,382	\$1,524,088.14

Total sq.ft. Provided	40,710
Total Park Value	\$2,582,816.70

Land Value Factor ⁵ (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$57.77	2.27	130	356

FEE CALCULATION:

Number of residents:	808
Sq.Ft. Req'd for Park ⁶ :	105,040
Acres Req'd for Park:	2.41
Parkland Fee⁷:	\$6,068,160.80

DEDUCTIONS:

Value of land dedicated:	\$2,351,816.70
Value of improvements ⁸ :	\$231,000.00
Total of Deductions:	\$2,582,816.70

TOTAL FEE DUE⁷:	\$3,485,344.10
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- NOTES:**
- 1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
 - 2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
 - 3 Parklet locations based upon submitted draft public improvement plans.
 - 4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
 - 5 Land Value Factor based upon recent 'Lang Parcel' appraisal by taking the \$260,000 valuation and dividing by the land area of 4,500 square feet (50ft wide x 90ft deep).
 - 6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12)
808 persons x 130 sf/person = 105,040sf (2.41ac.)
 - 7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
 - 8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)

Courtyards as a Credit to fee

EXHIBIT C.1

SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

PARK AREAS AND LAND VALUATIONS

Land Value Factor ⁵ (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$57.77	2.27	130	356

PARKLETS:

Park Area ³	sq.ft.	Monetary Value ¹
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
Total Parklet Area	0	\$231,000.00

FEE CALCULATION:

Number of residents:	808
Sq.Ft. Req'd for Park ⁶ :	105,040
Acres Req'd for Park:	2.41
Parkland Fee⁷:	\$6,068,160.80

PARCEL R1:

Park Area ⁴	sq.ft.	Monetary Value
Park Easement	2,860	\$165,222.20
Courtyard ⁹	0	\$0.00
Total R1 Park Area	2,860	\$165,222.20

DEDUCTIONS:

Value of land dedicated:	\$487,694.34
Value of improvements ⁸ :	\$231,000.00
Total of Deductions:	\$718,694.34

TOTAL FEE DUE⁷: \$5,349,466.46

PARCEL R2:

Park Area ²	sq.ft.	Monetary Value
Park Easement	5,582	\$322,472.14
Bldg. 1 Courtyard ⁹	0	\$0.00
Bldg. 2 Courtyard ⁹	0	\$0.00
Total R2 Park Area	5,582	\$322,472.14

Total sq.ft. Provided	8,442
Total Park Value	\$718,694.34

NOTES:

1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
3 Parklet locations based upon submitted draft public improvement plans.
4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
5 Land Value Factor based upon recent 'Lang Parcel' appraisal by taking the \$260,000 valuation and dividing by the land area of 4,500 square feet (50ft wide x 90ft deep).
6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12) 808 persons x 130 sf/person = 105,040sf (2.41ac.)
7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)
9 Courtyard areas are not credited towards the parkland in-lieu fee.

Courtyards are NOT a credit

EXHIBIT C.2

AGENDA ITEM

11E



Join us for the Annual

**CALIFORNIA RODEO SALINAS &
MONTEREY REGIONAL AIRPORT
CHAMBER MIXER**

**WEDNESDAY, JUNE 19 | 5PM TO 7PM
MONTEREY REGIONAL AIRPORT
OBSERVATION DECK**

\$10 MEMBERS - \$20 PROSPECTIVE MEMBERS

The California Rodeo Salinas is excited to celebrate their 109th anniversary and host members of the Monterey Peninsula and Salinas Valley Chambers of Commerce at the Monterey Regional Airport.



**MONTEREY
PENINSULA
CHAMBER OF
COMMERCE**



**Salinas Valley
CHAMBER OF COMMERCE**

WINE & FOOD

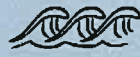
California Rodeo Buckle Label Wine & Turf Club Catering

GIVEAWAYS

California Rodeo Tickets & Swag

RSVP

Click on the Chamber logo's to reserve your tickets today!



MPYP

Monterey Peninsula Young Professionals

June Mixer

featuring guest speaker

**Kris
Spencer**

Maxfit Meals Founder



Thursday June 27th 5:30-8pm

Lalla Grill

Del Monte Shopping Center



MONTEREY
PENINSULA
CHAMBER OF
COMMERCE

Monterey Peninsula Chamber of Commerce,
243 El Dorado St., Suite 200, Monterey, CA 93940

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Wonderwall One Year Anniversary Ribbon Cutting

Name: Wonderwall One Year Anniversary Ribbon Cutting

Date: July 11, 2019

Time: 5:00 PM - 7:00 PM PDT

Event Description:

You're invited to a ribbon cutting ceremony to celebrate Wonderwall's One Year Anniversary! Come meet the team, sip local wine, enjoy small bites and network with other professionals! Don't forget to bring your business card to enter the drawing for a home decor treat! 10% of anything purchased the evening of the event will be donated to the Chamber.

Location:

1714 Contra Costa St.
Sand City, CA 93955

Date/Time Information:

Thursday, July 11
5-7 pm

Fees/Admission:

Complimentary

[Set a Reminder](#)

Enter your email address below to receive a reminder message.

Enter Email Address

-- Select Days Before Event --

[Business Directory](#) [Events Calendar](#) [Hot Deals](#) [Job Postings](#) [Contact Us](#) [Weather](#)

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GrowthZone

Printed courtesy of www.montereychamber.com/ – Contact the Monterey Peninsula Chamber of Commerce for more information.

3 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – info@montereychamber.com

33rd Annual Business Excellence Awards

Name: 33rd Annual Business Excellence Awards

Date: July 25, 2019

Time: 6:00 PM - 10:00 PM PDT

[Register Now](#)



ATTENDING: ma. carbone
L. Sofer

Event Description:

Responded: F. Meyer
Sponsored By V. Norgaard



[Click here for the 2019 Finalists](#)

[\[http://www.montereychamber.com/2019-bea-finalists\]](http://www.montereychamber.com/2019-bea-finalists)

The Chamber's 33rd annual Business Excellence Awards (BEA) gives recognition to local businesses/organizations that have achieved excellence in their fields. All BEA winners will automatically be entered as finalists for Business of the Year, awarded at the Annual Awards Dinner in 2020.

[Click Here for Sponsorship Info](#)

[\[https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_SponsorInsert.pdf\]](https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_SponsorInsert.pdf)

[Design-A-Table Contest](#)

[\[https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_TableInsert.pdf\]](https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_TableInsert.pdf)

(To register for a Sponsorship, Design-A-Table, or Program Advertisement, click the "Register Now" button above)

Overview

The Monterey Peninsula Chamber of Commerce's Annual Business Excellence Awards (BEA) event announces the winners in 18 business categories. The Business Excellence Awards Dinner is designed to increase public awareness of the vital role business plays on the Central Coast and is attended by more than 400

Location:

Embassy Suites by Hilton
Monterey Bay - Seaside
1441 Canyon Del Rey Blvd.,
Seaside, CA 93955

[View a Map](#)

Date/Time Information:

Thursday, July 25, 2019
6-10pm

Contact Information:

[Send an Email](#)

[\[info@montereychamber.com\]](mailto:info@montereychamber.com)

Fees/Admission:

\$150/person

\$1,500/table (reserved table for 10)

Sponsorship Opportunities

CORPORATE (\$5,000) - Priority logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); five event tickets.

PATRON (\$2,500) - Logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); three event tickets.

ASSOCIATE (\$1,500) - Logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); one event ticket.

SUPPORTER (\$550) - Logo placement on all event materials,