

**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA**

**SAND CITY COUNCIL CHAMBERS**

**TUESDAY, SEPTEMBER 6, 2016**

**5:30 P.M.**

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

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Regular Meeting – September 6, 2016  
5:30 P.M.  
CITY COUNCIL CHAMBERS  
Sand City Hall, One Sylvan Park, Sand City, CA 93955

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

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

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

A. Written

B. Oral

5. **CONSENT CALENDAR**

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

- A. Approval of Sand City Council Meeting Minutes, August 16, 2016
- B. Acceptance of League of California Cities 2016 Annual Conference Resolutions
- C. Approval of City RESOLUTION Providing for the Appointment of Nominated City Officials as if Elected at the November 8, 2016 Municipal Elections and Cancelling the November 8, 2016 City of Sand City Municipal Election
- D. Acceptance of 2016 Local Agency Biennial Notice
- E. Approval of City RESOLUTION Amending the Website Redesign Contract with EMC Planning Group to include Design of Additional Content for the Sand City Website at a cost not to exceed \$3,000

- F. Approval of City RESOLUTION Authorizing the City Administrator to Execute a Contract with EMC Planning Group for Planning Services and Associated Costs regarding the South of Tioga District
- G. Approval of City Donation/Contribution
  - 1) Marina Explorer Program - \$500

**6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

**7. PRESENTATION**

- A. Presentation by Ian Crooks, Engineering Manager and Catherine Stedman, Manager of External Affairs from California American Water regarding the Monterey Peninsula Water Supply Project ("MPWSP") Phase 2 Monterey Pipeline {10 minutes}

**8. PUBLIC HEARING**

- A. Consideration of City RESOLUTION Approving Conditional Use Permit 607 for James Norman Authorizing Personal Storage at 361 Orange Avenue
- B. Consideration of City RESOLUTION Approving Conditional Use Permit 608 Authorizing a Motorcycle Part Wholesale & Distribution Operation at 581 Redwood Avenue

**9. OLD BUSINESS**

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

**10. NEW BUSINESS**

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

**11. ADJOURNMENT**

Next Scheduled Council Meeting:  
Tuesday, September 20, 2016  
5:30 P.M.  
Sand City Council Chambers  
1 Sylvan Park, Sand City

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

**Sand City Council Agenda  
09.06.16 Council Meeting**

The current Sand City agenda is available in PDF format on our website at:  
[www.sandcity.org/agenda](http://www.sandcity.org/agenda)

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 20, or give your written request to the City Clerk at One Sylvan Park, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

**AGENDA ITEM**

**5A**

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

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Regular Meeting – August 16, 2016  
5:30 P.M.  
CITY COUNCIL CHAMBERS

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Mayor Pendergrass opened the meeting at 5:30 P.M.

The invocation was led by Reverend Robert Hellam.

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

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

Staff: Todd Bodem, City Administrator  
Jim Heisinger, City Attorney  
Leon Gomez, City Engineer  
Brian Ferrante, Police Chief  
Connie Horca, Deputy City Clerk

**AGENDA ITEM 4, COMMUNICATIONS**

A. Written communication distributed to the Council was a Resolution with corrections for Agenda Item 5F.

B. Oral

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

There was no comment from the Public.

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

Mayor Pendergrass commended City Administrator Bodem for his detailed City Administrator's report that keeps the Council well informed of City activities.

**AGENDA ITEM 5, CONSENT CALENDAR**

A. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits. There was no discussion regarding the following conditional use permits.

- (1) CUP #257, Precision Porche (auto), 475-C Olympia Avenue
- (2) CUP #345, James Obara, (mobile home), 770 Tioga Avenue
- (3) CUP #370, Save On Cleaners (service business), 840 Playa Avenue
- (4) CUP #378, Carmel Glass Company (contractor), 637-B Ortiz Avenue
- (5) CUP #388, Sanctuary Management Group (recreation), 1855 East Avenue
- (6) CUP # 396, McDonalds Restaurant (food), 990 Playa Avenue
- (7) CUP #497/CDP 09-02, Earthbound Tattoo (tattoo studio), 490-B Orange Avenue
- (8) CUP #523 Classic Kitchen Design (Nettesheim), 495 Shasta Avenue
- (9) CUP #526, Consolidated Electric Distributors CED (wholesale), 425 Orange Avenue
- (10) CUP 551, Pacific Throttle (auto tune), 418 Elder Avenue
- (11) CDP 11-10, Clifton Plumbing (contractor), 1 John Street

B. There was no discussion of the Sand City Council Meeting Minutes, August 2, 2016.

C. There was no discussion of the Police Department Monthly Report, July 2016.

D. There was no discussion of the Public Works Monthly Report, July 2016.

E. There was no discussion of the City/Successor Agency Treasury Report, for the period ending June 30, 2016.

F. There was no discussion of the City **Resolution** recognizing Marks Barn Auto Body on the Occasion of their 60<sup>th</sup> Anniversary in Sand City.

G. There was no discussion of the City **Resolution** rescinding Resolution SC 16-66 Due to an Incorrect Reference Regarding the Consent to Amend Paragraph 7.02 ("Termination") of the Monterey Regional Water Pollution Control Agency ("MRWPCA") Joint Exercise of Powers Agreement.

H. There was no discussion of the City **Resolution** consenting to an Amendment of Paragraph 7.02 ("Termination") of the Monterey Regional Water Pollution Control Agency ("MRWPCA") Joint Exercise of Powers Agreement.

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

**AGENDA ITEM 6, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

There were no items pulled from the Consent Calendar.

**AGENDA ITEM 7, PRESENTATION**

**A. Presentation by Mayor Pendergrass to Marks Barn Auto Body in Recognition of their 60<sup>th</sup> Anniversary in Sand City**

Mayor Pendergrass acknowledged Gary Haedrick and read a Resolution which he presented to Mark's Barn Auto Body for 60 years of service to the City of Sand City. Mr. Haedrick was joined by his family, employees, and friends. The Mayor thanked the Council for their support of Marks Barn Auto Body throughout the years, and expressed his appreciation to Mark Meadows for allowing him to take over the business many years ago.

**AGENDA ITEM 8, PUBLIC HEARING**

*{Council Members Hubler & Kruper stepped down from the dais due to a possible conflict of interest by residing/working within 500' of the subject properties}*

**A. Consideration of City RESOLUTION Approving Conditional Use Permit 605 for Diana Espinoza Authorizing Conversion of Existing Office Space to a Residential Dwelling at 613-B Ortiz Avenue**

Associate Planner Charles Pooler presented an application submitted by Diana Espinoza to convert approximately 500 square feet of office space into a residential space within a commercial unit to create a live-work unit at 613-B Ortiz Avenue. The Applicant currently operates a digital photography studio and gallery at the subject property and will continue the business at the site. The Mixed-Use Zoning for this property allows for "live-work" occupancies, and will be subject to the City's Building and Fire Department's review and determination prior to the issuance of a building permit for the property. The existing four parking spaces in front of the Applicant's unit is sufficient to accommodate a "live-work" scenario as presented by the Applicant. The conversion of the office space to residential is not anticipated to pose a nuisance. An allocation of .033 acre-feet of water has been allocated based on one bathroom and kitchen and will be subject to the Water District's final determination. A resolution to approve a water allocation, pending land entitlement permit approval, will be presented to the City Council at a future date. The Applicant will be required to prepare plans with a building permit application for review by the Building and Fire Departments to verify whether the space can be converted to a live-work. If either the Building and/or Fire Departments determine that the conversion of the unit to incorporate a living space is not compliant with the Building Code, then the conditional use permit for



the live-work Project should be subject to termination. That would have no impact to Conditional Use Permit 563 for the existing Digital Photo Studio and Gallery which would be allowed to continue. Staff recommends approval of the attached Conditional Use Permit, authorizing a live-work unit, per Staff's recommended permit conditions.

5:43 P.M. Floor opened for Public Comment.

The applicant Diana Espinoza thanked the Council for allowing her to be part of the community by approving the photo business located at the property and commented that she would like to be a resident as well.

In response to the Mayor's question if Ms. Espinoza was in agreement with the conditions of the use permit, Ms. Espinoza responded that she was in agreement with permit conditions.

Sand City resident Roy Meadows commented that the applicant has been a good neighbor for the past several years and would like to have them continue as such.

5:45 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, approving Conditional Use Permit 605 for Diana Espinoza Authorizing Conversion of Existing Office Space to a Residential Dwelling at 613-B Ortiz Avenue was made by Council Member Carbone, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: Council Members Hubler, Kruper. Motion carried.

**B. Consideration of City RESOLUTION Approving Conditional Use Permit 606 Authorizing a Plumbing Contractor at 600 Redwood Avenue & 1738 Hickory Street**

An application was submitted by Dave Warren of Precision Plumbing and Heating to expand his office and storage operation, into an abutting commercial unit at 600 Redwood Avenue. The Applicant's current site/unit is at 1738 Hickory Street, within the same building. The property facilitates an older 2-story mixed-use building with two commercial units on the ground floor and two residential units on the upper floor. There are five on-site parking spaces on the Redwood Avenue frontage that encroach onto the Redwood Avenue right-of-way. There are eight field employees and seven company vehicles. The Applicant wishes to park four company vehicles on-site. Hours of operation are from 7:30 a.m. to 5:00 p.m., Monday through Friday, and occasional weekend usage. The entire property is considered to be an existing non-conforming site in regards to satisfying parking requirements. The zoning code recognizes non-conforming properties which exist throughout the "West End District" and approval of the use permit is code consistent with the zoning despite the

site's non-conforming parking situation. Staff recommends the use permit contain the following restrictions to impede blight or parking nuisance: the company vehicles, service trucks, and /or trailers shall not be parked on the subject property outside the confines of the building or within any Sand City public right-of-way during non-business hours. At no time shall any such vehicles double park or otherwise park as to impede vehicular traffic flow on public right-of-ways. No more than two company vehicles may simultaneously utilize street parking within Sand City during established business hours, and that company parking shall not be for a duration of more than two hours. The Applicant shall not park and/or store large trucks, trailers, or other vehicles within any public right-of-way in Sand City that are not actively involved with loading/unloading activities. Staff recommends approval of the attached conditional use permit with recommended permit terms and conditions.

Council Member Blackwelder commented that a large percentage of blight would be removed by the former business that operated there, and expressed the importance that the new business conform to the parking regulations set forth.

5:52 P.M. Floor opened for Public Comment.

Mr. Warren commented that he is aware of the parking issues along the driveway. He has addressed it with his employees who were informed not to park along the driveway. This application would help to improve the parking situation by allowing trucks to pull up to the roll up doors for loading/unloading activities. The business would be able to expand and alleviate some current parking issues.

Mayor Pendergrass commented that as the City grows, the mixed-use business/residential community does need to work together. He asked Mr. Warren if he was in agreement with the conditional use permit. Mr. Warren responded that he was in agreement with permit conditions.

5:55 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, approving Conditional Use Permit 606 Authorizing a Plumbing Contractor at 600 Redwood Avenue & 1738 Hickory Street was made by Council Member Carbone, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: Council Members Hubler, Kruper. Motion carried.

*{Council Members Hubler and Kruper returned to the dais}*

**AGENDA ITEM 9, OLD BUSINESS**

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

City Engineer Leon Gomez reported that desalination plant water production is estimated to be 20 to 25 acre feet for the month of August. On August 11<sup>th</sup>, Staff met with Cal-Am to discuss the waste discharge permit, resulting in a request to modify the permit to conduct initial environmental studies and analysis. The destruction of Tioga well #3 resulted in a drop of salinity. The remaining wells, #4 & #5 have allowed the plant to operate in lieu of the request for the waste permit. EMC should have a draft for Staff's review of the request for the incomplete coastal development permit by the end of the week. Cal-Am was notified that this will be circulated and reviewed by their Staff prior to sending the response to the Coastal Commission, and is anticipated to be resolved in early September prior to the extension deadline.

A map of preliminary catchment areas, locations, and maps were provided to AMBAG, who was successful in creating catchment delineation maps required by the Regional Water Board. The map was submitted last Friday, August 12, 2016 prior to the deadline. An email was received by Staff regarding the Bungalows Project Phase 2 final map along with supporting documents. The project seems to be moving forward as anticipated.

In response to Council Member Blackwelder's question regarding improvements to the capacity for storage of the inlet at the end of Bay Street, Mr. Gomez replied that a permit was issued by State Parks and Staff is waiting for a fully executed permit. The existing 2x2 inlet will be replaced by a 4x4 inlet to remediate the problem.

There was Council discussion regarding grant funds for retardation of the sand along the bike trail and scribble hill dune. The City Administrator provided an update on its progress and the work being performed at the location. Mayor Pendergrass commented on the purchase of a used John Deere backhoe for the Public Works Department that was under budget. Chief Ferrante added that the City is seeking a buyer for the City's current backhoe, and is hopeful that it can sell from anywhere between \$6,000 - \$10,000 dollars.

City Administrator Todd Bodem thanked the City Council for their support, as well as City Staff and the City Attorney for all they do to contribute to the daily City operations.

**AGENDA ITEM 10, NEW BUSINESS**

**A. Update of June 15, 2016 City Council Priority Setting Workshop  
{Information Only}**

Mayor Pendergrass commented that the attached information is to keep the Council abreast of where the City is presently situated with regard to goals and priorities. A strategic planning session is scheduled for next February. He referred to page 87 of the agenda packet which reflects the priority of the Council's goals.

**B. Comments by Council Members on Meeting and Items of Interest to Sand City {Monterey County Convention and Visitors Bureau (MCCVB) July 2016 Talking Points – (Information only) and Video}**

Council Member Hubler reported on the progress of the Arts Committee's events planned to coincide with the Annual West End Celebration. He distributed cards for the 2016 Juried Art Exhibition that will open on August 26, 2016. He encouraged the Council to attend. Winners will be announced on Friday for the Juried Art Show and the possibility of another event. The Juried Art show will be displayed until September 25, 2016. A Photography Show will be held at the Don Davies building on Thursday, August 25, 2016, with six different photographers and one guest artist. The Fashion Show will be held on Saturday evening after the West End Celebration from 6:00 pm – 10:00 pm. Tickets can be purchased from Kirsten Berlin for \$15 per person. Proceeds from the event will benefit the Soberanes fire victims.

Council Member Kruper reported on the Monterey County Convention and Visitors Bureau (MCCVB) community relations and outreach efforts. Website visits were up by 41% with 174,924 visits through July, three new sustainable moments were launched (promoting responsible tourism), and MCCVB's plans to work on the 50<sup>th</sup> Anniversary of the POP Festival. He pointed to page 108 that provided a detailed overview of MCCVB's Sustainable Moments Campaign.

A video featuring the Big Sur River Inn promoting the campaign to educate and inform visitors was presented on how sustainability can be performed individually. Mr. Kruper encouraged the Council on how Sand City can be involved in sustainability efforts, and how each jurisdiction can contribute to the campaign. He further suggested that a link to the Sustainable Moments campaign be placed on the City's website.

Mayor Pendergrass commented that at the close of the nomination period the incumbents were the only ones who filed papers for the current seats available. As done in the past, there will be no need for an election in order to save the cost to the City. The Council seats will be filled by appointment at a future Council meeting. The Mayor also provided an update on the progress of the EcoShores Resort.

**Upcoming Meetings/Events**

There were no RSVP's from the Council.

## **AGENDA ITEM 11, ADJOURNMENT**

Motion to adjourn the meeting was made by Council Member Blackwelder, seconded by Council Member Kruper to the next regularly scheduled Council meeting on September 6, 2016 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 6:25 p.m.

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Connie Horca, Deputy City Clerk

**AGENDA ITEM**

**5B**



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

August 16, 2016

RECEIVED

AUG 24 2016

CITY OF SAND CITY

TO: Mayors, City Managers and City Clerks  
League Board of Directors

RE: Annual Conference Resolutions Packet  
Notice of League Annual Meeting

Enclosed please find the 2016 Annual Conference Resolutions Packet.

**Annual Conference in Long Beach.** This year's League Annual Conference will be held October 5 – 7 in Long Beach. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at [www.cacities.org/ac](http://www.cacities.org/ac). We look forward to welcoming city officials to the conference.

**Closing Luncheon/General Assembly - Friday, October 7, 12:00 p.m.** The League's General Assembly Meeting will be held at the Long Beach Convention Center.

**Resolutions Packet.** At the Annual Conference, the League will consider one resolution introduced by the deadline, Saturday, August 6, 2016, midnight. The resolution is included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider this resolution and to determine a city position so that your voting delegate can represent your city's position on the resolution. A copy of the resolution packet is posted on the League's website for your convenience: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

The resolutions packet contains additional information related to consideration of the resolution at the Annual Conference. This includes the date, time and location of the meetings at which the resolution will be considered.

**Voting Delegates.** Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the General Assembly Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. If your city has not yet appointed a voting delegate, please contact Meg Desmond at (916) 658-8224 or email: [mdesmond@cacities.org](mailto:mdesmond@cacities.org).

Please Bring This Packet to the Annual Conference  
October 5 – 7, Long Beach



***Annual Conference  
Resolutions Packet***

***2016 Annual Conference Resolutions***



***Long Beach, California***

***October 5 – 7, 2016***

**RECEIVED**

**AUG 24 2016**

**CITY OF SAND CITY**



## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

**POLICY COMMITTEES:** One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### Policy Committee Meetings

Wednesday, October 5  
Hyatt Regency Long Beach  
200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

### General Resolutions Committee

Thursday, October 6, 1:00 p.m.  
Hyatt Regency Long Beach  
200 South Pine Street, Long Beach

### Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.  
Long Beach Convention Center  
300 East Ocean Boulevard, Long Beach

## KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

- 1 - Policy Committee Recommendation to General Resolutions Committee
- 2 - General Resolutions Committee
- 3 - General Assembly

### TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

1	Key Word Index	1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

## KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

### KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### ACTION FOOTNOTES

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

### KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

### Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

**1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES**

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

**WHEREAS**, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

**WHEREAS**, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

**WHEREAS** the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

**WHEREAS** Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

**WHEREAS** a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

**WHEREAS** cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

**WHEREAS** safe, reliable and efficient transportation systems are essential foundations for thriving cities.

**RESOLVED** that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

**AND** encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

**AND** encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

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**Background Information on Resolution to Support Transportation Safety Programs**

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has the highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronetWORK.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California ([http://www.ots.ca.gov/OTS\\_and\\_Traffic\\_Safety/About\\_OTs.asp](http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp)).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

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## League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo  
Committee: Transportation, Communication, and Public Works

### Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

### Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."<sup>1</sup> Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

### A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

<sup>1</sup> [http://who.int/violence\\_injury\\_prevention/publications/road\\_traffic/world\\_report/chapter1.pdf](http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf)



New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL<sup>2</sup>

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.<sup>3</sup> The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
  - a. Creating protected bike lanes
  - b. Building wider sidewalks
  - c. Reducing traffic speeds<sup>4</sup>

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.<sup>5</sup>

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)<sup>6</sup>, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts<sup>7</sup>:
  - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
  - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
  - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

<sup>2</sup> <http://visionzeronetwork.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

<sup>3</sup> <http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

<sup>4</sup> <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

<sup>5</sup> <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

<sup>6</sup> <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

<sup>7</sup> <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

**Toward Zero Deaths** – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”<sup>8</sup> It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”<sup>9</sup> They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

**Support:** City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

**Opposition:** One individual

**Fiscal Impact:** Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

<sup>8</sup> <http://safety.fhwa.dot.gov/tzd/>

<sup>9</sup> [http://www.ots.ca.gov/OTS and Traffic Safety/About OTs.asp](http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp)

**Comment:**

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
  - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
  - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.<sup>10</sup> The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

**Existing League Policy:** "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

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<sup>10</sup> <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.

- **Unified Statewide Solution.** For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- **Equity.** New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- **Flexibility.** Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- **Accountability.** All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”<sup>11</sup>

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”<sup>12</sup>

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<sup>11</sup> <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

<sup>12</sup> <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

**LETTERS OF CONCURRENCE**  
Resolution No. 1  
**VISION ZERO**



Office of the Mayor

3300 Capitol Avenue, Building A | P.O. Box 5006, Fremont, CA 94537-5006  
510 284-4011 ph | 510 284-4001 fax | www.fremont.gov

July 21, 2016

The Honorable Dennis Michael, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Bill Harrison  
Mayor



CITY HALL  
LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael  
President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

ERIC GARCETTI  
Mayor

JOE BUSCAINO  
Councilmember, 15th District  
League of California Cities Representative



OFFICE OF THE  
CITY COUNCIL

CITY OF SACRAMENTO  
CALIFORNIA

JAY SCHENIRER

COUNCILMEMBER  
DISTRICT FIVE

July 27, 2016

The Honorable Dennis Michael, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION  
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY  
THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,

  
Jay Schenirer, Council Member  
Chair, Law & Legislation Committee





THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden  
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor  
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor  
Vic Bianes, Assistant Director, Transportation & Storm Water Department  
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street, 9th Floor, MS 9A • San Diego, CA 92101

Tel (619) 236-6594 Fax (619) 236-6570

033

RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

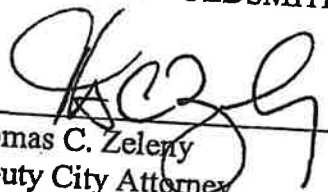
WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

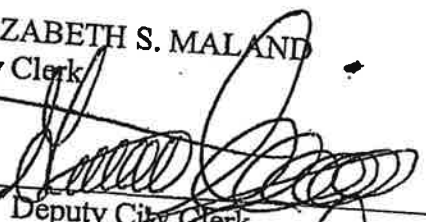
APPROVED: JAN I. GOLDSMITH, City Attorney

By   
Thomas C. Zeleny  
Deputy City Attorney

TCZ:cfq  
September 24, 2015  
Or.Dept:Envir. Comm.  
Doc. No.: 1116742

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 27 2015

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 11/2/15  
(date)

  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 03 2015

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By [Signature], Deputy

Office of the City Clerk, San Diego, California  
Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael  
President, League of California Cities  
1400 K Street  
Sacramento, CA 95814

**Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California**

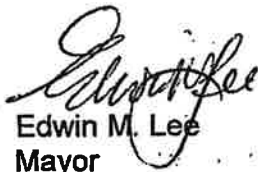
Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,

  
Edwin M. Lee  
Mayor



City of  
**Santa Monica®**

July 21, 2016

**Mayor Tony Vazquez**  
**Mayor Pro Tempore Ted Winterer**

*Councilmembers*

**Gleam Davis**  
**Sue Himmelrich**  
**Kevin McKeown**  
**Pam O'Connor**  
**Terry O'Day**

The Honorable Dennis Michael, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a *New Model for Mobility* is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced *Vision Zero/Towards Zero Deaths* and I am in strong support of expanded transportation safety in California cities.

Sincerely,

  
Tony Vazquez  
Mayor



# CITY OF WEST HOLLYWOOD

CITY HALL  
3300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

## OFFICE OF THE CITY MANAGER

PAUL AREVALO  
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

### RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. *Vision Zero* and *Towards Zero Deaths* strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,  
CITY MANAGER

c: Honorable Members of the West Hollywood City Council



**AGENDA ITEM**

**5C**

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_, 2016

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY PROVIDING FOR THE APPOINTMENT OF NOMINATED CITY OFFICIALS AS IF ELECTED AT THE NOVEMBER 8, 2016 MUNICIPAL ELECTION AND CANCELLING THE NOVEMBER 8, 2016 CITY OF SAND CITY MUNICIPAL ELECTION

WHEREAS, at close of the nomination period of August 12, 2016, there are the exact total of candidates as offices to be elected at the November 8, 2016 Municipal Election; and

WHEREAS, under such circumstances, Section 10229 of the California Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible elector if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated; and

WHEREAS, only one incumbent was nominated for the Mayor's position and only two incumbents were nominated for the two City Council seats to be filled at the November 8, 2016 Election; therefore the City Council may take action pursuant to either Option 1 or Option 3; and

WHEREAS, no other City offices are to be filled at the November 8, 2016 Election, and no City measure has qualified to be submitted to the voters at that election; and

WHEREAS, the City Council determined that by appointing the officers as permitted by Elections Code Section 10229, the City will save the cost associated with the Municipal Election.

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

Section 1. That pursuant to Section 10229 of the Elections Code, the following persons are hereby appointed to the office to which they are nominated:

<u>NAME</u>	<u>OFFICE</u>	<u>TERM</u>
David K. Pendergrass	Mayor	2016-2018
Mary Ann Carbone	City Council Member	2016-2020
Todd Kruper	City Council Member	2016-2020

Section 2. That the persons appointed by Section 1 of this Resolution shall qualify and take office at the first City Council meeting after receipt of certification of the General

City of Sand City Resolution SC \_\_\_\_, 2016

Election from the Monterey County Elections Department and serve exactly as if elected at the November 8, 2016 Municipal Election.

**Section 3.** That the November 8, 2016 Municipal Election is cancelled in the City of Sand City.

**Section 4.** That the City Clerk shall certify to the passage and adoption of this Resolution and shall transmit a certified copy to the Monterey County Elections Department and the Board of Supervisors of Monterey County.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 6<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NOES:

ASBTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**AGENDA ITEM**

**5D**

# MEMO

---

**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** August 30, 2016  
**Subject:** 2016 Local Agency Biennial Notice – Conflict of Interest Code

---

## **Background**

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

The State regulations specify that the Mayor, City Council, City Administrator, and City Attorney are designated disclosure categories 2 & 4. The City's code designates City positions that must comply with the Conflict of Interest code requirements.

City staff has reviewed the notice along with the disclosure categories for the designated positions and determined that amendments are required for specific Job Titles in several departments. The designated positions listed on Appendix A include an amendment to the Administrative Department to include the position of Analyst, and to the Police Department to include the positions of Administrative Sergeant and Platoon Sergeant. Additional corrections to the Administrative Department included changing the Job Title to Director of Administrative Services (formerly Administrative Services Director) and Administrative Assistant/Deputy City Clerk (formerly Deputy City Clerk/Administrative Assistant). Another correction to the Planning & Inspection Department included corrections to Director of Community Development (formerly Community Development Director).

The City decides who makes or participates in making governmental decisions, and through that review determines what is or is not a designated position. The disclosure categories and definitions are listed in Appendix B.

## **Recommendation**

Approve the 2016 City of Sand City Biennial conflict of interest code for agency officials who make or participate in making governmental decisions.

# 2016 Local Agency Biennial Notice

Name of Agency: City of Sand City

Mailing Address: #1 Sylvan Park, Sand City, CA. 93955

Contact Person: Linda K. Scholink Phone No. (831) 394-3054 ex. 220

Email: linda@sandcityca.org Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

**An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

## Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Officer

8/17/2016  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

City of Sand City  
#1 Sylvan Park  
Sand City, CA. 93955

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

**APPENDIX "A"**

**City of Sand City  
Conflict of Interest Code**

**LIST OF DESIGNATED POSITIONS**

**Date: June 17, 2014**

**POSITION**

Mayor and Council Members  
City Administrator  
City Attorney

**DISCLOSURE CATEGORY**

2,4  
2,4  
2,4

**Department: Administration**

**JOB TITLE**

Assistant City Administrator  
City Clerk  
Director of Administrative Services  
Accounting Technician II  
Administrative Assistant/Deputy City Clerk  
Administrative Assistant/Bookkeeper  
Accounting Technician I  
Administrative Secretary I  
Accounting Assistant  
Analyst  
Consultants\*  
Art Committee Members  
Oversight Board to the Successor Agency of  
the former Sand City Redevelopment Agency

**DISCLOSURE CATEGORY**

1  
1  
1  
1  
1  
1  
1  
1  
1  
1  
1  
1  
1  
1

**Department: Planning & Inspection**

**JOB TITLE**

Director of Community Development  
Building Official  
Associate Planner  
Assistant Planner  
Housing Rehabilitation Specialist  
Consultants\*  
DRC Committee Members

**DISCLOSURE CATEGORY**

1  
1  
1  
1  
1  
1  
1

**Department: Police**

**JOB TITLE**

**DISCLOSURE CATEGORY**

Police Chief	1
Acting Police Chief	1
Administrative Sergeant	1
Administrative Assistant/Records Coordinator	1
Administrative Secretary II Records	1
Platoon Sergeant	1

**Department: Public Works**

**JOB TITLE**

**DISCLOSURE CATEGORY**

Public Works Supervisor	1
Public Works Foreman	1
Public Works Director/City Engineer	1
Consultants*	1

\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations.

The City Administrator or his/her designee may determine in writing that a particular consultant although a "designated position" is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.



APPENDIX "B"

MASTER LIST OF DISCLOSURE CATEGORIES

SPECIFICATION SHEET

REPORTABLE INVESTMENT, INTERESTS IN REAL PROPERTY, AND INCOME

CONFLICT OF INTEREST CODE

AGENCIES OF THE CITY OF SAND CITY

DEFINITION: "Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Disclosure  
Category

- 1 All investments and business positions in business entities, sources of income and interests in real property.
- 2 Investments and business positions in business entities, and all sources of income.
- 3 Interest in real property.
- 4 Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment or machinery of the type used by the designated employee's unit.
- 5 Investments and business positions in, and income from entities which are book outlets, vendors or providers of business services.
- 6 Investments and business positions in business entities and income from sources engaged in construction, building, or material supply.
- 7 Investments and business positions in business entities and income sources which supply or manufacture solar energy systems.
- 8 Investments and business positions in business entities and income

- sources engaged in construction or development.
- 9 Investments and business positions in, and income from sources engaged in the construction of public works projects.
- 10 Investments and business positions in business entities and income sources from construction companies involved in progress payments.
- 11 Investments and business positions in, and income sources from construction firms involved in construction projects subject to acceptance by the City Council.
- 12 Investments and business positions in business entities and income from business entities of the type to provide bids, supplies, vehicles and equipment.
- 13 Investments and business positions in, and income from entities which provide training, services or facilities of the type utilized by the City.
- 14 Investments and business positions in business entities and source of income which provide services and supplies of the type used in emergency services coordination and training activities.
- 15 Investments and business positions in, and income from Union Pension Funds that may be affected by the outcome of negotiations involving monetary settlements and employer-employee memorandums.
- 16 Investments and business positions in, and income from entities providing medical services or facilities of the type used by the City.
- 17 Investments and business positions in, and income from business entities engaged in providing eye examinations and eye glasses, including but not limited to opticians, ophthalmologists, etc.
- 18 Investments and business positions in, and income from business entities supplying or manufacturing electronic equipment, supplies or services of the type utilized by the employee's unit.
- 19 Investments and business positions in, and income from business entities providing supplies, services, equipment or machinery of the type used by the City.

- 20 Investments and business positions in, and income from employment agencies or entities which provide employment or pre-employment services. Services include, but are not limited to, testing, training, consulting, job classification studies and salary surveys.
- 21 Investments and business positions in, and income from business entities which are of the type to provide any various types of employee insurance coverage and/or actuarial services.
- 22 Investments and business positions in business entities and income from sources which supply or manufacture firefighting equipment or supplies.

**AGENDA ITEM**

**5E**

# MEMO

---

**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** August 29, 2016  
**Subject:** AMENDING THE WEBSITE REDESIGN CONTRACT WITH EMC PLANNING GROUP TO INCLUDE DESIGN OF ADDITIONAL CONTENT FOR THE SAND CITY WEBSITE AT A COST NOT TO EXCEED \$3000

---

**Background:**

In May 2015, the City Council adopted a Resolution to approve a contract with EMC Planning Group for redesign of the Sand City website, contracted at \$17,480. The City budgeted \$18,000 in the FY 15-16 budget. In September 2015, city staff recognized the need for the inclusion of additional pages and work to the website and the City Council approved an amendment to the contract in the amount of \$5,000.

A second request for a contract extension and amendment is needed to address the need to provide additional content in police, planning, engineering/public works sections, finding additional resources (photos), and creating additional pages/links. This was a result of multiple meetings between EMC and City staff, rectifying the inadequacies of the old website.

In order to pay for the additional work, an increase of \$3,000 to the original contract with EMC Planning Group is necessary, bringing the total contract cost not to exceed \$26,000. The new website is anticipated to be up and running by the time the City Council acts on the proposed resolution (attached). The City already has \$2,500 in the FY 16-17 website budget; and in order to fill this deficit, will need to adjust it during the mid-year budget cycle for an increase of \$500 from \$2,500 to \$3,000.

**RECOMMENDATION:**

City Staff recommends that the City Council approve the attached resolution, amending the City website redesign contract with EMC Planning Group for additional work in an amount not to exceed \$3,000.

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_, 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AMENDING  
THE WEBSITE REDESIGN CONTRACT WITH EMC PLANNING GROUP TO INCLUDE  
DESIGN OF ADDITIONAL CONTENT FOR THE SAND CITY WEBSITE AT A COST NOT  
TO EXCEED \$3,000**

**WHEREAS**, in May of 2015, the Sand City Council by Resolution (SC 15-30, 2015) approved a contract with EMC Planning Group for redesign of the Sand City website in the amount not to exceed \$18,000; and

**WHEREAS**, in September of 2015, the Sand City Council by Resolution (SC 15-66, 2015) approved a contract amending the website redesign contract with EMC Planning Group to include additional pages for the Sand City website at a cost not to exceed \$5,000; and

**WHEREAS**, after several meetings throughout this process, a second request for a contract extension and amendment is needed to address staff's desire to provide additional content in police, planning, engineering/public works sections, finding additional resources (photos), and creating additional pages/links; and

**WHEREAS**, in order to pay for the additional work required in completing the website to a satisfactory level; this requires an increase of \$3,000 to the original contract (s) estimate of \$22,480 for a new total contract amount not to exceed \$26,000; and,

**WHEREAS**, the additional cost of \$3,000 is required to complete the website work, \$2,500 of which was already budgeted in the fiscal year 2016-2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Sand City hereby approves the second amended contract in an amount not to exceed \$3,000, and a mid-year budget revision of \$500.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

Client Initials	Consultant Initials <b>HG</b>
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## AGREEMENT AMENDMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PP-090

Amended Agreement entered into at Monterey, CA on this date of 8/16/2016, by and between:

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

**Client and Consultant agree as follows:**

- A. Project. Client retains Consultant to perform amended services for: Sand City Web Site Development hereinafter called "Amended Scope of Consultant Services".
- B. Consulting Services. Consultant agrees to perform the following Amended Scope of Services as outlined within Exhibit "A" Amended Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. Agreement Amendment. Client agrees to amend Consultant's Agreement for Services as follows:

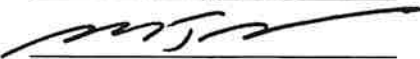
	Compensation	Completion Date	Scope of Services
1. Original Agreement	\$22,480.00		
2. Agreement Amendment #1	\$3,000.00		
3. Agreement Amendment #2			

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

**RECEIVED**  
**AUG 22 2016**  
**CITY OF SAND CITY**

Client Initials	Consultant Initials
	MG

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

<b>Consultant:</b>	<u>EMC Planning Group Inc.</u>	<b>Client:</b>	<u>City of Sand City</u>
<b>Signature:</b>		<b>Signature:</b>	_____
<b>Printed Name:</b>	<u>Michael Groves</u>	<b>Printed Name:</b>	<u>Todd Bodem</u>
<b>Title:</b>	<u>Senior Principal</u>	<b>Title:</b>	<u>City Administrator</u>
<b>Date Signed:</b>	<u>8/16/2016</u>	<b>Date Signed:</b>	_____
<b>Project number:</b>	<u>PP-090</u>		

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

RECEIVED  
 AUG 16 2016  
 CITY OF SAND CITY



**AGENDA ITEM**

**5F**

# MEMO

---

**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** August 29, 2016  
**Subject:** RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EMC PLANNING GROUP TO COVER THE COSTS OF CONTRACT PLANNING SERVICES IN REGARD TO SOUTH OF TIOGA DISTRICT

---

## **Background/Discussion**

In June of 2016, a consultant reimbursement agreement was executed by The Orosco Group to cover outside consultant expenses the City may/or will incur in the processing of The Orosco Groups application for work associated with the South of Tioga district.

The Orosco Group has not submitted a formal application for their project located for the South of Tioga. However, they will need some preliminary professional assistance, and have asked EMC Planning Group to perform biological and advanced planning services.

## **Fiscal Consideration**

Since The Orosco Group made an original deposit of \$20,000, any approved expenditure paid by the City is reimbursable by the developer. The City will pay the fees for services rendered and draw from the reimbursement account to pay itself back.

## **Recommendation**

It is recommended that the City Council approve the attached resolution authorizing the City Administrator to execute a contract with EMC Planning Group to cover the costs for planning services and associated costs regarding the South of Tioga District.

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2016**

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

# ATTACHMENT 1

Client Initials	Consultant Initials
	MS

## AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PP-105

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

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

### Client and Consultant agree as follows:

- A. Project. Client retains Consultant to perform services for: Initial staff support for processing of application from Orosco Group for South of Tioga site, here-in-after called "Project." This contract provides for initial tasks to assist with project description refinement and does not include tasks to actually process the project applications and perform environmental documentation. The contract will need to be amended to include those services.
- B. Consulting Services. Consultant agrees to perform the following scope of services as outlined within Exhibit "A" Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. Agreement Term. The work term of this Agreement shall commence at the earliest of the following dates:
1. Letter of Authorization is received; and/or
  2. Retainer is received; and/or
  3. Agreement is signed by Client and received by EMC Planning Group Inc.; and
- Shall continue until the earliest to occur of the following:
1. A date specified in Exhibit A; or,
  2. The date on which Consultant completes the services, to the satisfaction of Client, described in Exhibit "A"; or,
  3. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall have the right to terminate this Agreement by giving written notice and specifying the date of termination. The foregoing notwithstanding, neither party waves the right to recover damages against the other for breach of the Agreement.
- D. Agreement Sum. Client agrees to compensate Consultant as follows:
1.  Time and Materials (see attached Fee Schedule – Exhibit B) with no specified limit to the Agreement.
    - a.  With or  without a retainer.

Client Initials	Consultant Initials M.G.
-----------------	-----------------------------

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

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

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

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

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

Client Initials	Consultant Initials
	MBW

## PROVISIONS OF AGREEMENT

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

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

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

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

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

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

13. Soils or Geologic Conditions. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Early Termination. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the Agreement limits specified herein, if any. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services pursuant to paragraph 23. Client acknowledges if the Project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 23.

15. Petition for Bankruptcy. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this Agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this Agreement.

16. Right to File Lien. This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the Project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.

17. Lender Indemnity. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

Client Initials	Consultant Initials
	HGV

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



Client Initials	Consultant Initials R.G.
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27. Action or Inaction of Governmental Agencies. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
28. Estimates of Quantities. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate.
29. Land Area Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
30. Work By a Third Party. Client acknowledges that Consultant is not responsible for the performance of work by third parties.
31. Accepted Standards of Practice. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
32. Changes to Design Document. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
33. Hazardous Materials. Client acknowledges that Consultant's services for this Project does not include any services related in any way, unless otherwise specified in the attached Scope of Consultant Services, to asbestos and/or hazardous or toxic materials.
- Client hereby further agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that maybe brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
34. Insurance. Consultant shall maintain in effect insurance coverage in the amounts not less than set forth below.
- (a) Worker's Compensation and Employer's Liability: as required by the laws of the State of California.
  - (b) General Liability: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.
  - (c) Automobile Liability: automobile liability for personal and bodily injury, including death and property damage, in the amount of \$1,000,000 for each accident.

Client Initials	Consultant Initials
	PK

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

Client Initials	Consultant Initials
	TB

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

**Consultant:** EMC Planning Group Inc.  
**Signature:**   
**Printed Name:** Michael Groves  
**Title:** Senior Principal  
**Date Signed:** 8/16/2016  
**Project Number:** PP-105

**Client:** City of Sand City  
**Signature:** \_\_\_\_\_  
**Printed Name:** Todd Bodem  
**Title:** City Administrator  
**Date Signed:** \_\_\_\_\_

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

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# **Exhibit A**

## **Scope of Consultant Services**

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## **Scope of Services**

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

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

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**Exhibit B**

**EMC Planning Group Inc.  
Fee Schedule**

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

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

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

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

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

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

(Effective January 1, 2016)

CITY OF SAND CITY  
1 Sylvan Park  
Sand City, CA 93955

**RECEIPT** DATE 6-28-16 No. 877776

RECEIVED FROM DBO Development \$20,000.00

Twenty thousand & no/ies DOLLARS

FOR RENT  
 FOR CONSULTANT REIMBURSABLE AGREEMENT DEPOSIT

ACCOUNT		<input type="radio"/> CASH	
PAYMENT		<input checked="" type="radio"/> CHECK	<u># 2301</u>
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY J. EVAN

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

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

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

11-241/210/

2301

DATE 06/27/2016

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

\$ \*\*\*\*20,000.00

City of Sand City

TO  
THE  
ORDER  
OF



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

⑈000002301⑈ ⑆ 21000248⑆ 4173418419⑈





**CONSULTANT PROJECT REIMBURSEMENT AGREEMENT**

City of Sand City  
1 Sylvan Park, Sand City, CA 93955  
[www.sandcityca.org](http://www.sandcityca.org)

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

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

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

Date of Reimbursement Agreement Submission: 6/28/16

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

"REASONABLE"  
M.M.  
6/28/16

"REASONABLE" M.M.  
6/28/16

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

"REASONABLE" M.M.  
6/28/16


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

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

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

4. If the final City expense is more than the available deposit fee, I shall pay the outstanding difference according to the terms set ~~by the City.~~ **FORTH HEREIN. MW. 6/20/16**
5. If I fail to pay any invoice within thirty (30) days of the billing, the City may stop all the work on my behalf. Any work on any subsequent or concurrent permit application(s) will cease until all unpaid bills are paid in full.
6. Payment of an invoice is due and payable within thirty (30) days of billing as stated on that invoice. Invoices unpaid after thirty (30) days will incur a two percent (2%) late fee penalty, compounded monthly.
7. For the purposes of this Reimbursement Agreement, "Consultant(s)" shall refer to any professional assistance obtained by the City on a contract basis, outside the City's employee pool. This includes, but not limited to, environmental, biological, engineering, traffic circulation, legal, and/or other professional field related to and required for the review my application.
8. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames established by the City for these payments.
9. CALIFORNIA FISH AND WILDLIFE FEES for discretionary permits and legislative amendments: Upon environmental document certification or approval and/or project approval by the City, if any, I agree to pay the established Monterey County Clerk Recorder Environmental Document filing fee(s). I further understand that the California Department of Fish and Wildlife imposes a fee on California Environmental Quality Act determinations for which impacts on biological resources are identified and for which a "no effect" determination has not been received, in accordance with Fish and Game Code Section 711.4. I understand that I must pay all fees as required by Section 711.4 of the Fish and Game Code, plus any County Clerk fees. Should these fees be required, I agree to remit a cashier's check or money order to the City in the required amount, payable to the "City of Sand City" or "County Clerk of Monterey". I acknowledge that failure to provide this check or money order will delay the issuance of land use entitlements and/or the recording/filing of required documents with the County Clerk and/or the California Department of Fish and Wildlife.

**ACCEPTANCE OF REIMBURSEMENT AGREEMENT TERMS**



Signature of Reimbursement Agreement Acceptance

6/28/16  
Date of Signature

DON ORSCO  
Print Name & Title

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

Contact Information:

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

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

Mailing Address of Property Owner or Corporation/Company: 10 HARRIS COURT, SUITE B-1 MONTEREY, CA 93940

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

Driver's License Number: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact E-Mail Address (if any): \_\_\_\_\_

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

**AGENDA ITEM**

**5G**

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## MEMORANDUM

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**To:** Mayor Pendergrass and City Council  
**From:** Chief Brian Ferrante  
**Date:** 8/30/2016  
**Re:** Donation to the Marina Explorer Program

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### BACKGROUND

Each year the police department is responsible for providing security for the West End Celebration in Sand City. This event draws numerous persons from throughout the peninsula and beyond. As the event has grown each year, the Department must be creative in its approach to providing quality service to the event while maintaining a presence elsewhere in the city. To this end, volunteers are a critical component necessary to the smooth operation of essential services related to the celebration. This year the Department reached out to the Marina Police Department Explorer Program for volunteers. The Marina PD was able to provide two sworn officers and ten volunteer explorers for the Saturday and Sunday event. Six explorers volunteered eight hours on Saturday and four others volunteered seven hours on Sunday. A sworn officer supervised them on each day. The explorers provided security at the entrance and exit points and provided information to attendees throughout the event. Their commitment was instrumental in providing a positive and safe experience for the attendees.

The Marina Explorers Program survives on donations from the community. It is not directly funded by the City. The volunteers have to purchase their

own uniforms and equipment. These explorers are young students with limited resources who volunteer their time because of their interest and commitment to law enforcement and their community.

## **RECOMMENDATION**

The Marina Police Department Explorer Program is a worthwhile civic minded program that benefits the community. Staff recommends the City provide the program with a \$500 donation to promote its ongoing operation and participation.

**AGENDA ITEM**

**7A**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** August 17, 2016  
**Subject:** Project Summary – Cal-Am Presentation (MPWSP Monterey Pipeline)

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**Presentation Provided By Catherine Stedman**  
Mr. Ian Crooks, Engineering Manager, and Ms. Catherine Stedman, Manager of External Affairs from California American Water ("Cal-Am"), will provide a brief project summary about the Monterey Peninsula Water Supply Project ("MPWSP") Phase 2 Monterey Pipeline.

## Summary

Cal-Am plans to construct a roughly 7-mile, 36" diameter water transmission pipeline that starts in Marina at Hilby and General Jim Moore on the one end and terminates at Sinex in Pacific Grove. The Pipeline would go through sections of Seaside, Monterey, and Pacific Grove; including portions of North Fremont Street, New Monterey, and the Presidio of Monterey. The pipeline is needed in order to deliver water from the advanced treatment, water recycling project, Pure Water Monterey to California American Water customers on the Monterey Peninsula. The pipeline will help bring 3,500 acre feet of new water to the Monterey Peninsula in 2018, which is urgently needed in order to respond to cutback orders of the Carmel River, our community's current, primary source of water. Eventually, the pipeline will also be used to convey desalinated water to the Peninsula. Project construction will actually start from the middle and working outwards. This will be covered in the presentation.

The City of Seaside and Cal-Am are requesting the approval of a Coastal Administrative Permit for the installation of an approximately 300-foot long segment of the pipeline that would be located in the public right-of-way beneath Fremont Boulevard, the City of Seaside's Coastal Zone.

It has not been determined when the California Public Utilities Commission will vote, and will not know until they agendaize it. Cal-Am anticipates September 15, based on what was written in their proposed decision.

The following reference materials are available to the City Council and the public if interested in learning more about the project:

1. MPWSP Phase 2 Decision on Water Purchase Agreement and Monterey Pipeline
2. Application of Cal-Am for Approval of the Water Supply Project

## Sand City Impacts

During construction of the pipeline, traffic and congestion may impact the City of Sand City.

## Recommendation

No Action. Q&A



**AGENDA ITEM**

**8A**

CITY OF SAND CITY

STAFF REPORT

AUGUST 8, 2016  
(For City Council Consideration on September 6, 2016)

TO: Mayor and City Council

FROM: Chris Schmitt, EMC Planning  
Charles Pooler, Associate Planner

SUBJECT: Conditional Use Permit Application for James Norman's Personal Storage

**BACKGROUND**

An application was submitted by James Norman (the "Applicant"), for conditional use permit approval to utilize 1,070 square feet of commercial unit within a 2,500 square foot commercial building at 361 Orange Avenue (APN 011-253-014) in Sand City (the "Subject Property"). The space will be used to store the Applicant's personal household items such as furniture, holiday decorations, and the like (the "Proposed Use"). The Subject Property has a non-coastal zoning designation of Planned-Mixed Use (MU-P) and a General Plan designation of Mixed-Use (MU-D). The Proposed Use of the Subject Property qualifies for a categorical exemption under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

**Site Description:**

The Subject Property is 50' x 75' (3,750 sq.ft.) with a 1-story 50' x 50' commercial building divided into two units. The Applicant intends to use the eastern unit of the building. The building is setback 25-feet from the front southern property line along Orange Avenue, and is abutted by Skip's Automotive Machine Shop to the east and mixed use development to the west and rear. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available and sufficient to accommodate the Proposed Use. Street improvements (i.e. curb, gutter, sidewalk, drive apron) exist along the Subject Property's street frontages in fair condition.

**ANALYSIS**

**Project Description:**

The Applicant proposes to use the 1,070 square foot space for storage of his personal household items that do not fit in his new home. No business is to be conducted at the Subject Property. Items to be stored will include furniture, holiday bins, and the like.

**Land Use / Zoning:** The Project has a non-coastal zoning designation of Planned Mixed-Use (MU-P) with a General Plan land use designation of MU-D (Mixed-Use

Development). The General Plan discourages storage uses; however, the zoning ordinance does not outright prohibit such uses. Therefore, the Proposed Use requires City Council's discretionary issuance of a conditional use permit.

**Parking:** The Subject Property's frontage is capable of providing up to five (5) regulation sized on-site perpendicular parking spaces. Parking spaces are currently not striped. The Subject Property's frontage consists of a continuous driveway apron. The zoning code requires one (1) parking space for every one-thousand square feet of storage/warehouse floor area. The Applicant will occupy approximately 1,070 square feet of floor area, which requires one (1) on-site parking space (rounded down from 1.07 spaces) for zoning compliance. The Subject Property and the unit frontage provides sufficient on-site parking. The Permit should prohibit the outside parking and storage of trailers, vehicles, recreational vehicles within the Subject Property's parking spaces beyond the hours of 9:00 a.m. to 6:00 p.m. to avoid long-term outside storage and blighting impact (See Permit Condition Nos. 4 & 5).

**Hours of Operation:** The Applicant states that he will only access the site between the hours of 9:00 a.m. to 6:00 p.m. This use is for personal storage and not the operation of a business; however, the permit should limit hours of on-site activity to ensure noise or other impacts do not disturb nearby residences during night and/or early morning hours (See Permit Condition No. 3).

**Loading/Unloading:** Since this is not a business, there will be no schedule of deliveries or shipments. The Applicant will move items in upon his initial occupancy of the Subject Property, and may bring in or remove items periodically. The Applicant stated that he will access the site anytime between the hours of 9:00 a.m. to 6:00 p.m. Staff recommends that the Applicant be limited to that time frame for loading/unloading activities and the hauling in or out any items from the Subject Property (See Permit Condition No. 13).

**Trash:** There are two trash dumpsters on the Subject Property located on both sides of the driveway. Staff recommends the permit prohibit the Applicant from placing or storing any refuse or refuse receptacles outside the building, on the sidewalk, or in the street except on trash collection days or within a City approved trash enclosure.

**Hazardous Materials:** According to the Monterey County Hazardous Material Questionnaire completed by the Applicant as part of the use permit application, the Applicant identified that there will be no hazardous materials stored on site. Staff recommends the permit require the Applicant to allow periodic and/or annual fire / hazmat safety inspections of the unit (See Permit Condition No. 12).

**Impacts:** The Proposed Use is for personal storage and not for a business. There will be no manufacturing, shipping/receiving, truck deliveries, or excessive noise, dust, and/or fumes performed or generated by the Applicant from his storage activity. However, the Proposed Use could present a public nuisance and blighting influence if the Applicant's storage expanded beyond the confines of his leased space. Staff

recommends the permit contain language requiring all of the Applicant's storage be maintained within his leased area of the building; and that any outside storage beyond the confines of his leased area would be sufficient grounds for termination of the permit and requiring his vacancy of the Subject Property. Furthermore, the placement of self-contained portable storage units/containers on-site should be prohibited (See draft Permit Condition No. 4). The permit should also prohibit any residential occupancy of the unit unless granted an amendment of the Applicant's permit or the issuance of a new permit by the City (See Permit Condition No. 2).

**Water:**

The proposed storage use qualifies as a Group I occupancy in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations, which is also the existing classification for the Subject Property. Therefore, on-site water credit is adequate to facilitate the proposed use, and no water allocation from the City is necessary. The permit should contain the standard language stating that approval of the permit does not grant any privilege or right to the Applicant and/or property owner for any allocation of water from the City or other entity (See Permit Condition No. 11).

**Stormwater Control:**

The Applicant proposes no changes to the building, and there will be no new or replaced impervious material on the Subject Property. Therefore, stormwater control regulations do not apply to this application.

**Agency Comments:**

Information on the proposed Project was circulated to the City's advisory agencies. Comments received from the Monterey County Health Department and the Seaside County Sanitation District expressed no concerns for the proposed use. No other comments were received at the time of preparing this report.

**STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the Conditional Use Permit, authorizing the Applicant's storage of personal household items at 361 Orange Avenue, per staff's recommended permit conditions.

**Findings:**

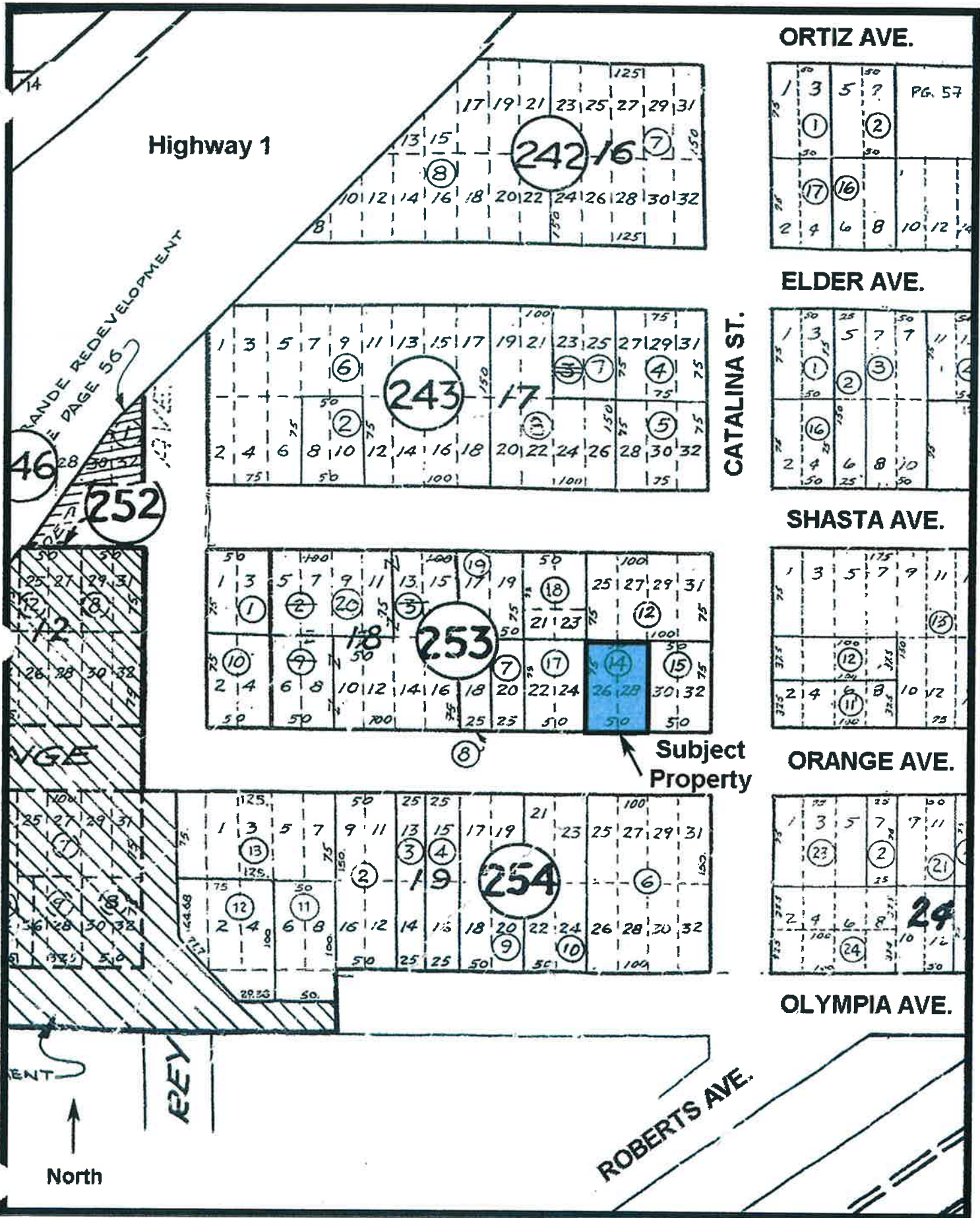
1. The Applicant's storage of personal household items, at the identified scope and scale, is marginally compatible, though not necessarily desirable, with this Mixed-Use Zoning District and surrounding neighborhood.
2. No allocation of water is required for the proposed use at the Subject Property.
3. Utilities (electricity, gas, water, sewer, etc.) are sufficiently available to facilitate the proposed use at the Subject Property.
4. No negative impacts from the proposed use is anticipated provided that all of the Applicant's storage is maintained within the building and the Subject Property is kept clear of outside storage.
5. The Project qualifies for a categorical exemption, under State CEQA Guidelines, Section 15301.

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Photo (via Google Earth)
- D. Site Plan & Floor Plan
- E. Letter of Intent

Attachment:

- Draft Resolution to approve a Conditional Use Permit (CUP)



ORTIZ AVE.

1	3	5	7	PG. 57
(1)	(2)			
(17)	(16)			
2	4	6	8	10 12 14

ELDER AVE.

1	3	5	7	7	11
(1)	(2)	(3)			
(16)					
2	4	6	8	10	12

SHASTA AVE.

1	3	5	7	9	11
					(13)
		(12)			
2	4	6	8	10	12

ORANGE AVE.

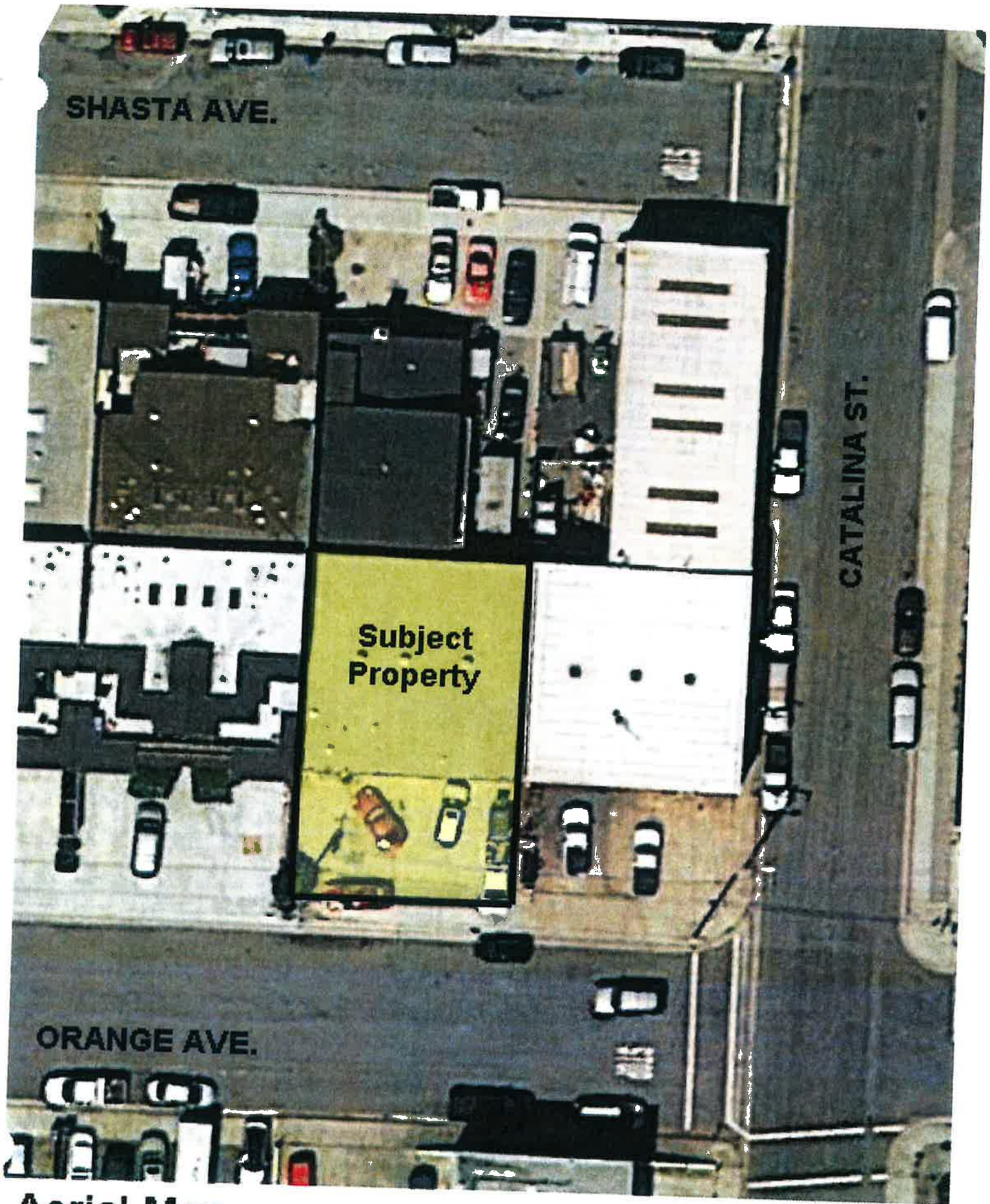
1	3	5	7	7	11
(23)	(2)				(21)
2	4	6	8	10	12

OLYMPIA AVE.

ROBERTS AVE.

Location Map

EXHIBIT A



SHASTA AVE.

CATALINA ST.

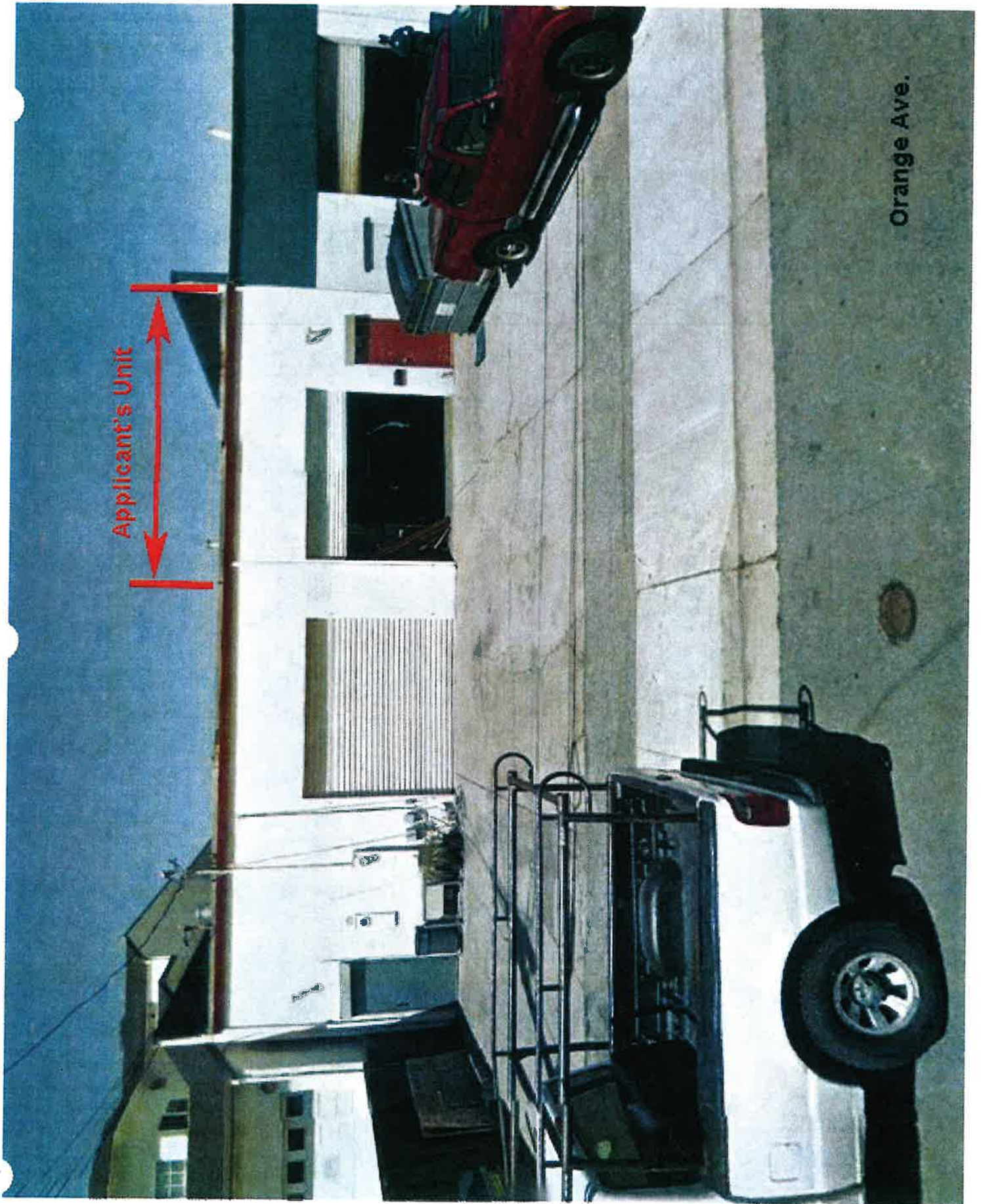
Subject  
Property

ORANGE AVE.

Aerial Map

EXHIBIT B

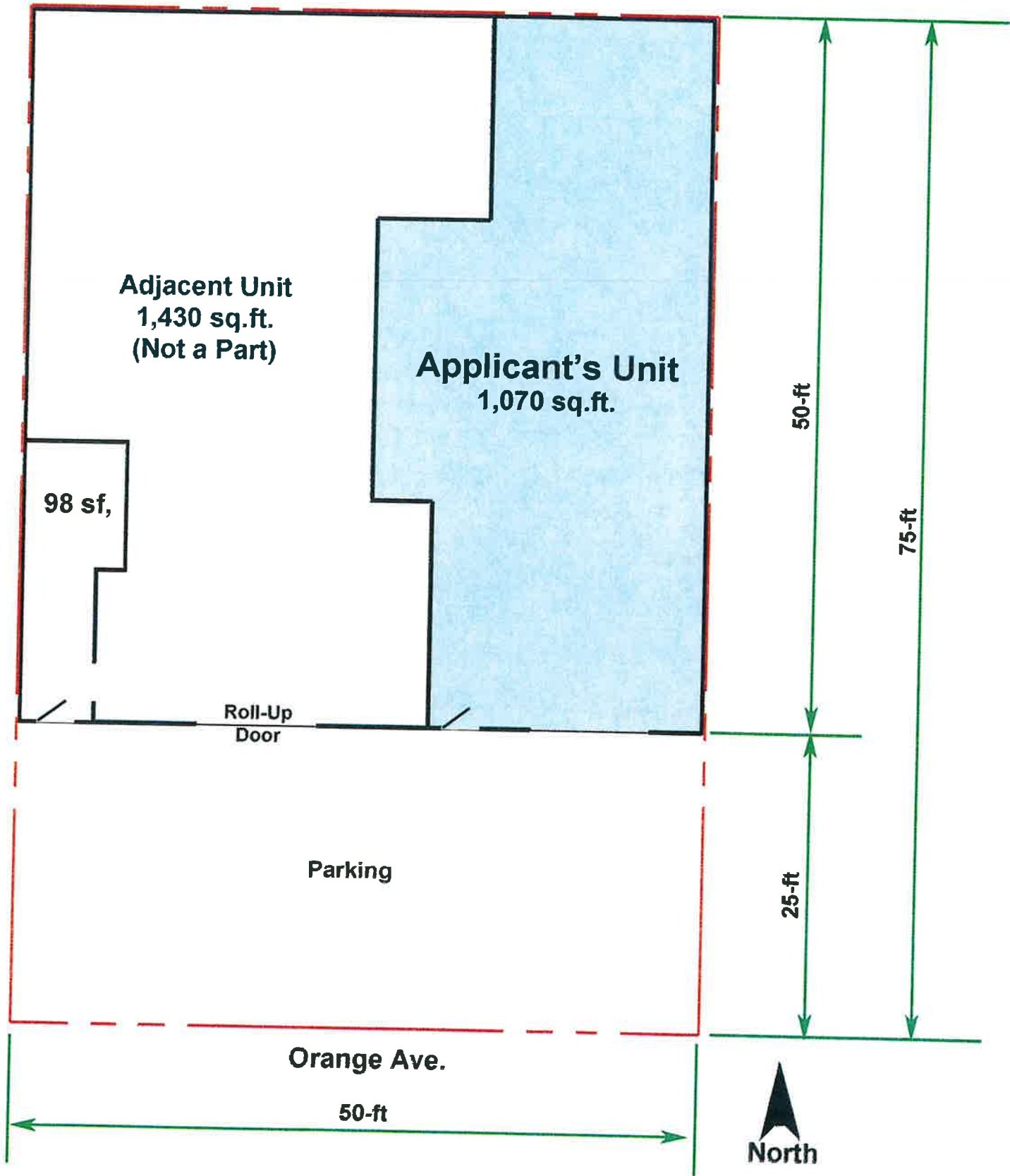
087



**Site Photograph** (via Google Earth)

**EXHIBIT C**





**Site Plan & Floor Plan**

**Letter of Intent:**

**July 11, 2016**

**The facility location of 361 Orange Avenue in Sand City will be used as a storage facility for James Steve Norman. We will not be conducting business nor have employees at this location. Our hours of time will be between 9:00 - 6:00 possibly daily. It is to be use primarily as a storage unit for our household goods.**

**We have no garage at the home we are currently renting so a place to store our over load of items from our last home. That consists of furniture, holiday bins and like items. Most of the time it will be just James Steven Norman parked in the front of the unit as he goes in and out of the building.**

**James Steve Norman  
400 Sonoma Avenue  
Seaside, CA 93955  
831.901.7577**

**EXHIBIT E**

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2016

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 607 FOR JAMES NORMAN AUTHORIZING  
PERSONAL STORAGE AT 361 ORANGE AVENUE**

**WHEREAS**, James Norman (the "Applicant"), submitted an application to the City of Sand City for conditional use permit approval to utilize an approximate 1,070 square foot existing commercial building at 361 Orange Avenue (portion of APN 011-253-014) (the "Subject Property") for the storage of personal household items (the "Proposed Use"); and

**WHEREAS**, a personal storage space, though not a preferred use, is considered compatible with the current Planned-mixed use (MU-P) zoning designation and General Plan "Mixed Use Development" land use designation of the Subject Property, as conditioned; and

**WHEREAS**, existing on-site water credit for the existing commercial building and unit of the Subject Property is a Group I category in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD), which is sufficient to accommodate the Proposed Use, and no additional water allocation from the City is required; and

**WHEREAS**, the proposed use of an existing commercial building qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2016, has found and determined that the proposed storage of the Applicant's personal household items within the building on the Subject Property, at the scale and intensity identified by the Applicant and with the appropriate mitigation permit conditions, will not adversely impact the existing character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the tenants and owners therein, and thus Conditional Use Permit (CUP 607 shall be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit (CUP) 607 (the "Permit") as outlined in the City staff report, dated August 8, 2016.

**NOW, THEREFORE**, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 607 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 607 is not valid, and the Applicant's use of the Subject Property shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the CUP 607 and acceptance of the terms and conditions therein, is returned to the City's Planning

Department. Failure to return said signed/executed document may be grounds for termination of CUP 607.

2. Purpose: CUP 607 is for the express purpose of authorizing the limited scale storage of the Applicant's personal household items within an approximate 1,070 square foot existing commercial unit at 361 Orange Avenue (portion of 011-253-014); subject to the terms and conditions specified in CUP 607. There shall be no residential occupancy of, or business operation within, the Applicant's unit without an amendment of CUP 607 or the issuance of a new permit. There shall be no expansion to the scope or intensity of the Applicant's use of the Subject Property beyond that as authorized by CUP 607 without either an amendment of said Permit or the issuance of a new permit by the City
3. Hours of Activity: Authorized hours of activity on the Subject Property for the Applicant shall be 9:00 a.m. to 6:00 p.m., daily. All loading/unloading activities, as well as transportation of items to and from the Subject Property, associated with the Applicant's use of this site, shall only occur within the aforementioned permitted "Hours of Activity".
4. Storage: All of the Applicant's items for storage on the Subject Property shall be maintained within the building. There shall be no outside storage on the Subject Property. The placement of a self-contained portable storage unit/container on-site, 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 the Applicant's use has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's storage needs; and thus be sufficient reason for the City to terminate CUP 607. The Applicant is prohibited from using the on-site parking for the parking/storage of trailers, vehicles, recreational vehicles, functional and/or non-functional vehicles, or any other such items.
5. Parking: A minimum of one (1) on-site parking space shall be maintained on the Subject Property for exclusive use by the Applicant. This parking space shall not be used for outside storage. The Applicant is prohibited from parking/storing any trailers, trailer hitches, recreational vehicles, functional and/or non-functional vehicles, or any other such items outside the building on the Subject Property beyond CUP 607's authorized 'Hours of Activity' (see Permit Condition No. 3).
6. Truck / Trailer Street Parking: The Applicant shall not park or store trucks, trailers, or other vehicles within any public right-of-way in Sand City as specified in Chapter 10.08 of the City's Municipal Code, and/or in compliance with the terms/conditions of CUP 607. Violation may result in the issuance of City citations as authorized by Municipal Code Chapter 10.08 and/or termination of CUP 607.
7. Signs: There shall be no sign established anywhere on the Subject Property that advertizes or identifies the Applicant's use and/or occupancy of the Subject Property.
8. 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 allowed by CUP 607. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area for the duration of the use authorized by CUP 607.

9. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant at the Subject Property 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 within the building or within a City approved enclosure on the Subject Property. An enclosure may be established only after approval by the City's Planning Department. The Applicant shall implement recycling on-site when feasible.
10. Water Runoff: This Applicant 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. The Applicant is prohibited from washing dust, debris, or particulate into the street, storm drain, and/or sewer system. There shall be no washing of vehicles on the Subject Property or City rights-of-way by the Applicant.
11. Water: Issuance of CUP 607 does not grant the Applicant and/or the Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. This operation shall be limited to those water credit currently available (if any) to the Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
12. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency, and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security, street parking, and law enforcement shall be implemented to the satisfaction of the City's Police Chief. The Applicant shall allow access to the unit for the City's contracted Fire Department to perform periodic and/or annual fire / hazardous material safety inspections.
13. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Unified Air Pollution Control Agency. Failure to comply shall be sufficient grounds for City termination of CUP 607.
14. Nuisance & Abatement: Use of the Subject Property shall be conducted in such a way that it does not constitute a nuisance to surrounding/neighborhood properties. The Applicant shall be responsible for the impacts created by his activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, blighting appearance, and/or other negative impacts that the Applicant's use of the Subject Property may or will generate. If the City Council finds at any time that any activity or use of the Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such activity/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 of the Subject Property, may be adequate grounds for the City to amend or terminate CUP 607. The City may impose additional restrictions upon the Applicant's use, through an amendment of the Permit, as deemed necessary to mitigate public complaints that have been verified by the City. Furthermore, the City retains the right to amend the Applicant's Permit to address future nuisance issues that may or will impact new development in the West End area. Failure to comply with such direction and/or Permit amendments may result in the revocation of CUP 607.

15. Violation/Termination: If the City determines that any term or condition of CUP 607 has been violated, and/or use of the property constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CUP 607, and may then order said Permit amended or revoked. The Applicant and property owner 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 said Permit.
16. Interpretation: Any question of intent or interpretation regarding any condition within CUP 607 shall be resolved by the Sand City Planning Department staff.
17. The issuance of CUP 607 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
18. Indemnification: To the extent permitted by law, the Applicant and/or the Subject Property's owner shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside or void, any permit or approval authorized hereby for the Proposed Use/Project, 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..

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

\_\_\_\_\_  
David K. Pendergrass, Mayor

\_\_\_\_\_  
This is to certify that the Conditional Use Permit (CUP) 607 contains the conditions specified by the City Council in approving said Permit.

\_\_\_\_\_  
Charles Pooler, Associate Planner

**APPLICANT ACCEPTANCE (CUP 607)**

The Conditional Use 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 (CUP 607)**

Consent is hereby granted to the permittee to carry out the terms and conditions of the Conditional Use Permit.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Property Owner**

**AGENDA ITEM**

**8B**



CITY OF SAND CITY

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STAFF REPORT

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AUGUST 19, 2016  
(For City Council Review on September 6, 2016)

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate Planner**

**SUBJECT: Conditional Use Permit Application for Kyle Racing Engines  
Wholesale-Distribution Warehouse at 581 Redwood Avenue**

**BACKGROUND**

An application for a conditional use permit was submitted by Dan Kyle of Kyle Racing Engines (the "Applicant") to relocate and establish his business into an existing commercial building at 581 Redwood Avenue (APN 011-195-006) (the "Subject Property"), for a motorcycle part wholesale/warehouse distribution operation (the "Proposed Use"). The Applicant has operated at 801 California Avenue since 1997, but is relocating to the Redwood Avenue location. The Subject Property is located within a non-coastal Planned Mixed Use (MU-P) zoning district. The Proposed Use of an existing building qualifies as a Categorical Exemption under State CEQA Guidelines (Section 15301).

**Site Description:**

This is a 2-story building, fronting and accessed from Redwood Avenue (of which one unit is to be occupied by the applicant). The upper level has commercial units fronting and accessed from California Avenue with emergency egress to Redwood Avenue via stairways. There are no residential dwellings within this or adjacent buildings. The Applicant's frontage is approximately 32-foot wide, which can accommodate three (3) parking spaces. There are no curb, gutter, or sidewalk along this building's Redwood Avenue frontage. Concrete pavement extends from the building to the street's asphalt pavement. Existing on-site water credit is adequate to accommodate the proposed storage use in accordance with Monterey Peninsula Water Management District regulations. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available.

**DISCUSSION**

**Project Description:**

The Applicant wishes to relocate his motorcycle part and accessory wholesale and distribution business to an approximate 3,000 square foot commercial unit at 581 Redwood Avenue. The site will be used for storage and distribution of inventory, office, packaging, and a photo area for promoting internet sales of products. Most product sales are either Internet or phone transactions with little on-site sales. There will be no part manufacturing

or motor services performed on-site; however, the Applicant does manufacture parts in Salinas. Service on suspension parts will also be provided; but parts are sent in and are not removed from bikes on-site. No bike maintenance on-site is intended. Shipments of inventory arrive daily from UPS, USPS, DHL, and Fed-Ex. The Applicant does not propose any major improvements to the unit/property.

Land Use: The property has a General Plan land use and Zoning Map designation of "Planned Mixed-Use" (MU-P). The zoning code does not specifically list the proposed produce storage and distribution operation; however, Section 18.13.040.P of the City's Zoning Ordinance does specify that a conditional use permit may be granted for "*Any other use the City Council finds to be consistent with the goals and policies of the Sand City General plan and purposes of this district.*" The proposed warehouse/distribution use is not encouraged for the West End district; however, the code does not prohibit such a use. It should be noted that the Applicant's business could be expanded/modified in the future to include an on-site showroom/retail component, which is encouraged by the Mixed-Use zoning provided that parking requirements are accommodated.

Operational Hours: The Applicant intends to maintain his current hours of operation, which are from 8:00 a.m. to 6:00 p.m. Monday through Saturday. Staff recommends weekday hours be allowed to commence at 7:00 a.m. consistent with other permits issued for the West End District, and that weekend hours be restricted to 10:00 a.m. to 5:00 p.m. to minimize potential noise impacts upon residential units (current & future) within the West End mixed-use district. Office activities beyond these hours are typically acceptable as that has a very low-impact. However, activities such as loading/unloading, packaging, and deliveries/shipments should be only occur during permit authorized the daytime business hours (noted above).

Loading/Unloading: Shipments of inventory arrive daily from UPS, USPS, DHL, and Fed-Ex. These are the same services used for inventory shipments. These typically have a very brief layover time of a few minutes that pose little impact to traffic circulation. Approximately six (6) times a year, the Applicant receives a pallet delivery from supplies on larger trucks. Loading/unloading activities should only occur within the Redwood Avenue right-of-way for a period not to exceed one (1) hour, provided that one travel lane is maintained opened. Furthermore, all deliveries/shipment should only occur during permit authorized operational hours. These restrictions should be conditions of the use permit.

Parking: The Applicant will occupy an approximate 3,000 square foot commercial unit for storage, which requires a minimum of three (3) on-site parking spaces at a 1/1000 parking ratio for warehouse uses. There is adequate space along this unit's 32-foot wide frontage for three regulation sized (8.5'x19') parking spaces, which satisfies zoning code/parking requirements for the Applicant's use.

Company Vehicles: The Applicant did not identify whether there would be any company vehicles or trailers. If there are any company vehicles or trailers, they should

be parked inside the building during non-business hours. The use permit should contain the standard language prohibiting street parking of large trucks, trailers, or other vehicles within any public right-of-way in Sand City that are not actively involved with loading/unloading activities unless the Applicant can demonstrate a justifiable need for a parking permit, in accordance with Chapter 10.08 of the Sand City Municipal Code.

**Trash:** The Subject Property does not provide a trash enclosure to accommodate trash bins and/or dumpsters. The permit should include the standard language prohibiting the outside unscreened storage of trash, crates, pallets, litter, or other refuse; and that any refuse bins/dumpsters for the Applicant be maintained within the building unless and until a City approved trash enclosure is provided whereby bins/dumpsters could then be maintained except on designated trash collection days.

**Signs:** The Applicant stated that there will not be a commercial sign at this site. If the Applicant chooses to place a sign at a future time, it will require review and approval by the Design Review Committee (DRC) in the issuance of a sign permit. This should be included as a condition of use permit approval.

**Impacts:** Staff does not anticipate impacts from the Applicant's use in the form of noise, dust, fumes, odors, vibrations, or similar detriments. The primary impact of concern would be from large truck shipments/deliveries that impede traffic circulation along Redwood Avenue. As Redwood Avenue is NOT a main collector street, it is better suited to accommodate loading/unloading activities than other streets like Contra Costa Street and California Avenue. This can be mitigated by requiring that *"loading/unloading activities may only occur within the Redwood Avenue right-of-way for a period not to exceed one (1) hour, provided that access to neighboring properties are maintained open and that one travel lane of Redwood Avenue is maintained open for traffic circulation during that time/activity. Deliveries/shipments by services such as Federal Express, UPS, or other similar services, with short term drop-off/pick-up times of less than a few minutes are exempt from this restriction."* (See Permit Condition No. 4).

**Water:**

The proposed wholesale, distribution, and warehouse activities qualify as a Group I category water use in accordance with the Monterey Peninsula Water Management District (MPWMD). The Subject Property has water credit based upon a Group I use for the commercial units; therefore, no additional water allocation is required for the Applicant's use at the Subject Property. The permit should contain standard language stating that approval of the permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water.

**Stormwater Control:**

The Proposed Use is of an existing building on a developed site. The Applicant does not propose any construction or pavement improvements to the Subject Property, beyond potential minor interior tenant improvements. Therefore, stormwater control regulations do not apply to this application.

**Advisory Agencies:**

Information on the proposed project was circulated to the City's advisory agencies. The Sanitation District commented that the Applicant is to contact the Monterey Peninsula Water Pollution Control Agency to verify if connection and capacity fees apply; but otherwise had no concerns. No other comments were received at the time of this report.

**CEQA Review:**

The intended use of the Subject Property qualifies for a Categorical Exemption under Section 15301 of CEQA (California Environmental Quality Act) Guidelines. CEQA Guideline Section 15301 "Existing Facilities" exempts the operation, maintenance, permitting, leasing or minor alteration of existing structures. The application is for the use of an existing developed commercial property within a developed urban neighborhood. Therefore, the application and intended use of the Subject Property qualifies for an exemption under this definition.

**STAFF RECOMMENDATION**

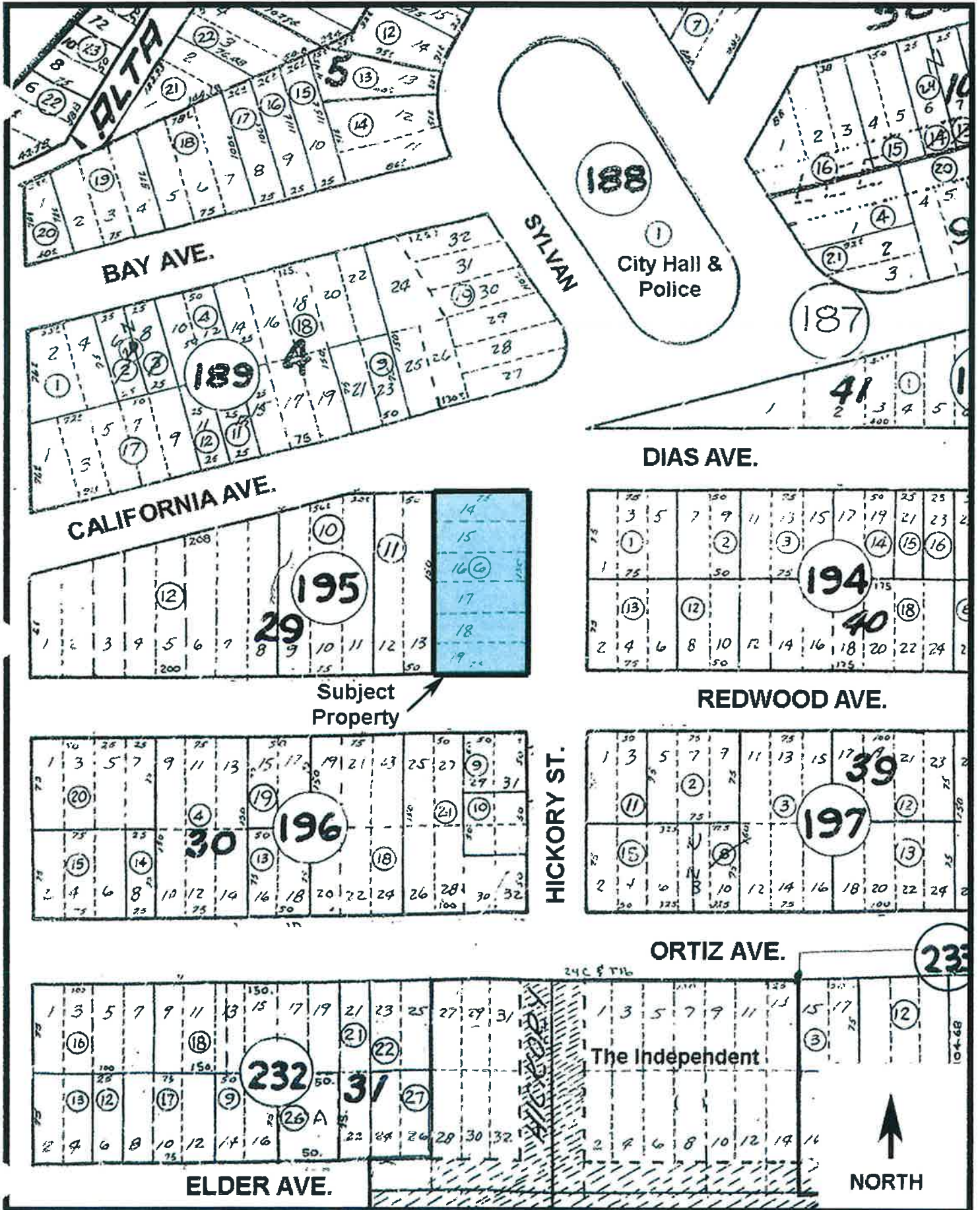
Staff recommends **APPROVAL** of a conditional use permit for the Applicant, authorizing the motorcycle part wholesale and distribution operation at 581 Redwood Avenue, in accordance with staff's recommended permit terms and conditions.

**Exhibits:**

- A. Location Map
- B. Aerial Map
- C. Site Photograph (via Google Earth)
- D. Site Plan
- E. Floor Plan
- F. Excerpts from Applicant's Website

**Attachment:**

- 1. Draft Resolution to approve a Conditional Use Permit (CUP)



**Location Map**

**EXHIBIT A**



**NORTH**

**CALIFORNIA AVE.**

**Appliant's Unit**  
Lower level facing  
Redwood Ave.

Sam & Ron operation  
in unit on upper level  
facing California Ave.

**HICKORY ST.**

581 Redwood Ave.

**REDWOOD AVE.**

581 Redwood Ave

**Aerial Map**

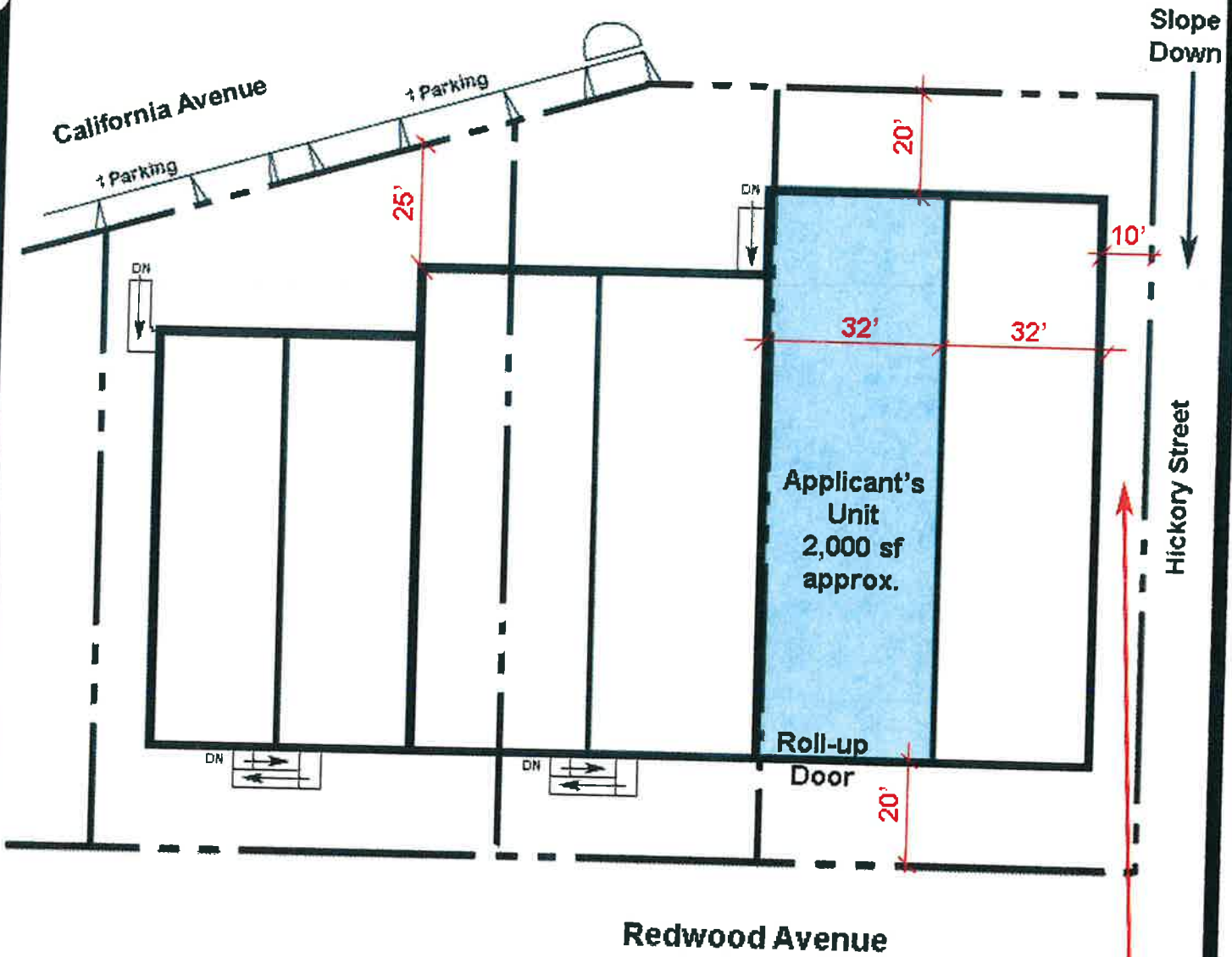
**EXHIBIT B**



**Photograph** (via Google Earth)

**EXHIBIT C**

**Note:**  
All dimensions listed  
are approximate.



Access to applicant's unit is from Redwood Avenue. The unit above (not occupied by the applicant) is accessed from California Avenue.

Angled Parking is striped along the Hickory Street frontage; but it encroaches into the City right-of-way

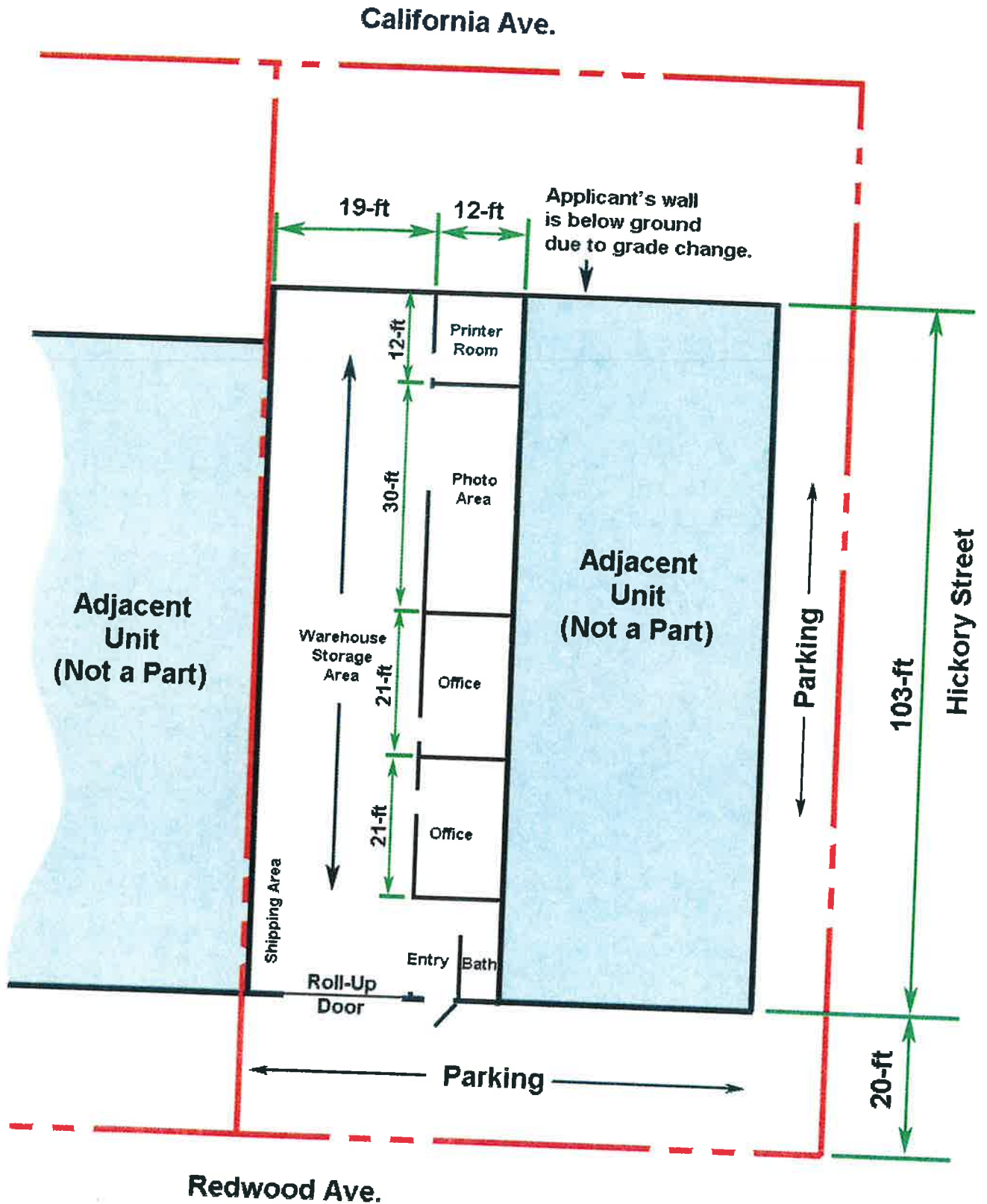


All parcels shown are under the ownership of Houghton Robers

# Site Plan

# EXHIBIT D





**Floor Plan**

**EXHIBIT E**

## Home



**Kyle Racing**  
**581 Redwood Ave**  
**Sand City CA 93955**  
**831-394-1330**  
**831-394-1331 FAX**

### Welcome

With over a decades worth of satisfied customers under our belt Kyle Racing is still offering the highest quality sport motorcycle components available. These include Ohlins, Sato, Dynojet, Power Commander, CRG, Akrapovic, Nojima, LeoVince, Kyle Racing, Brembo, Marchesini, BST, Michelin, Pirelli, AFAM, DID and many other fine brands. Whatever type of riding you do, professional roadracer, club racer, track days, street sport, sport touring or commuting, Kyle Racing offers solutions to improved your bike's performance and handling.

Have questions about what will work best for your bike and your style of riding? Call Kyle Racing and get a personalized recommendation from a twice winner of the AMA Tuner Of The Year.

### What's New

Looking for a great deal? Check out our listings on eBay. Click on the eBay Sales link above and see what we have listed this week.

### Telephone

[831] 394-1330

### FAX

[831] 394-1331

### Postal address

581 Redwood Avenue, Sand City, CA 93955

**EXHIBIT F**



Kyle Racing  
 581 Redwood Ave  
 Sand City CA 93955  
 831-394-1330  
 831-394-1331 FAX

Welcome to our store. We invite you to browse through our site and shop with confidence. In addition, we adhere to a strict privacy policy that means your information will not be shared, sold or otherwise distributed.

If you don't see the item on our website that you are looking for please feel free to contact us as we carry a massive amount of inventory for multiple product lines and it is almost impossible to list everything that we offer on this website. Additionally we can pretty much get any product on the market so if you are looking for something specific let us know the brand and part# you need and we will get back to you as quickly as possible

Questions or comments? Email or call us direct 831-394-1330 and we will be more than happy to assist you.



SELECT YOUR BIKE



Sato Racing



Brembo



Nojima



Ohlins - Motorcycle Suspension



ARATA



CRG



Dynojet Powercommanders,  
 Powervisions and Accessories

### Quick Search

GO!

[Advanced Search](#)

### Our Products

#### SELECT YOUR BIKE

Ohlins - Motorcycle Suspension

Sato Racing

ARATA

Brembo

CRG

Nojima

Dynojet Powercommanders,  
 Powervisions and Accessories

Spiegler Braided Lines

Sprockets, Chain and Chain Tools

Kyle Racing Products

Marchesini

Carbone Lorraine Brake Pads

Fluids Oils Lubricants

Baxley Sport Chocks

Misc Parts (Grips, Tools Etc)

Photographs Suitable for Framing

### Featured Items



CS1 Fork  
 Rework  
 Options

\$0.00

## About Us

### Company Profile

Founded November 10, 1997 by Dan Kyle, a master mechanic, who has built a reputation for blazingly fast and utterly reliable engines that have won 5 AMA National Roadracing Championships. Dan was crew chief and engine builder for the highly successful Erion Racing and Two Brothers Racing teams. He has prepared engines for riders Rich Oliver, Fred Merkel, Larry Pegram, Michael Barnes, Andrew Stroud, John Kocinski, and other champions. Dan has twice been awarded the AMA Tuner Of The Year.

With over 35 years of experience in motorcycle mechanics and race bike preparation, Dan remains committed to you, the rider. Dan's overriding goal for Kyle Racing from its inception was to provide superior products and outstanding customer service at very competitive prices. With over a decade in business we continue to believe that is a winning strategy.

### What Our Customers Say

Hi Dan Shock arrived today, FANTASTIC this was the first time I bought something from the states and you made it so easy Thanks again, also do you sell Rear Adjustable suspension Links for the 848 and if so how much to Oz Cheers!

"Just a quick email to say thanks for a wonderful fork rebuild. The trackday at Buttonwillow went well..and obviously the 929 rode great. I did not have time for a test ride before the trackday, nor any time to check sag - I rode with your initial setup. Forks gave much more feedback, and inspired great confidence. I did adjust the compression out an additional 1/2 turn as BW feels pretty rough in some turns - this made for a more compliant ride. I'll have to finish "tweaking" the fork setup when time provides."

"Just a note to say Thank You for your efforts Saturday AM w/ my '04 RC51. The low throttle response is now virtually perfect, & indeed the low end fuel delivery is much more crisp, eliminating the abrupt power hit. My thanks to you Dan, your business exemplifies what a motorcycle race shop should be about, & I'm fortunate to have Kyle Racing nearby."

"Great job thank you so much!! I know your a busy man so I'll make this short and sweet. I ordered a PCIII usb from you months ago and was terribly disappointed with the Power Commanders maps which I loaded from their web-site....So disappointed that I actually just removed and left in a box the \$285 unit. I recently bought the M4 slip on and thanks to your helpful staff loaded the "Sato slip on map" that you designed. I rode it for the 1st time today - the truth is out - the bike totally rips. Mid-range power is up 3-4 hspwer. and the top is up 9 hspwer - torque up over 2 ft. lbs. and yes it was the map that made all the difference because I rode the bike for 1 day with just the Pipe on it and it was a little better but nothing compared to now. 2nd gear wheelies are only a twist of the wrist away. I am pleasantly surprised and I wanted to say thanks for great work worthy of praise. PC should pay you to make their maps - theirs are worthless and yes I tried 3 of them. I thought you should know. Use this information whenever people 2nd guess the advantage of a PCIII usb in the hands of a competent tuner "Dan Kyle" - I'll spread the word on all my forums and put to rest all the deceived and in the dark...."

"I ordered and received a set of your CRG brake/clutch levers for my 2003 RC51, as recommended by numerous oth

members of the Rogue website. They arrived yesterday..... these babies are like art work.....My order was taken by "Alex", who was not only courteous and helpful, but helped me greatly in placing my order by sharing his knowledge of the product. I finally selected the short front brake lever and a standard clutch lever. The levers were simple to change and look great! They feel even better!! I can't wait to get the bike out, (raining for the next 3 days.....figures) and try them out. Thank you for your quick and friendly service and terrific sales staff. I'll be ordering more goodies from you guys in the future.....i'm sure of it!!"

"I want you to know how impressed I am with your organization. I called and had questions about the Sato exhaust for my 2004 Honda 919. I was given excellent advice and your people were very helpful. I had a problem with the wire tap and the hook up on the power commander, but your tech person sent me a new tap, and spade connector because he couldn't tell which one was the problem (it turned out that the spade connector was the problem). I am very pleased with the exhaust and the smooth response that the power commander added. If you ever need some one to talk to a prospective customer, I would be more than happy to tell them of the excellent service and quality products you provide."

### **Media Coverage of Kyle Racing**

Fabrizio D'Angelo Discovers Dan Kyle And Likes What He Sees, by Fabrizio D'Angelo, first published on AMASuperbike.com

The Kyle Racing Yamaha R1 by Neale Bayly, Robb Report MotorCycling

Kawasaki ZX-10 by Doug Polen, Robb Report MotorCycling

The Kyle Racing Suspension Seminar by Peter Verdone

Please drop Dan an email if you see Kyle Racing on-line or in print.

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CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2016

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 608 AUTHORIZING A MOTORCYCLE PART  
WHOLESALE & DISTRIBUTION OPERATION AT 581 REDWOOD AVENUE**

**WHEREAS**, Dan Kyle, of Kyle Racing Engines, (the “Applicant”) submitted an application to the City of Sand City for conditional use permit approval to establish his motorcycle part and accessory wholesale and distribution business with accessory office and storage (the “Use”) at 581 Redwood Avenue (APN 011-195-011) in Sand City (the “Subject Property”); and

**WHEREAS**, the Applicant’s use is consistent with the non-coastal Planned Mixed-Use (MU-P) Zoning and General Plan land use designation for the Subject Property; and

**WHEREAS**, existing on-site water credit for the existing commercial unit of the Subject Property is based upon a Group I category in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD), which is sufficient to accommodate the Applicant’s Use whereby no additional water allocation from the City is required; and

**WHEREAS**, the proposed Use within an existing building qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2016, has found and determined that the Applicant’s Use of the Subject Property, as conditioned and restricted, will not adversely affect the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and therefore, Conditional Use Permit (CUP) 608 shall be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit (CUP) 608 as outlined in the City staff report, dated August 19, 2016.

**NOW THEREFORE**, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 608 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 608 is not valid, and the use of the Subject Property shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City’s Planning Department.

2. Purpose: Conditional Use Permit (CUP) 608 is for the express purpose of authorizing a motorcycle part and accessory wholesale business with on-site office and inventory storage within the ground floor of an existing commercial building located at 581 Redwood Avenue (Portion of APN 011-195-011); subject to the terms and conditions specified in CUP 608 (the "Approved Use"). There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 608 without either an amendment of said Permit or the issuance of a new permit. There shall be no residential occupancy of this commercial unit unless otherwise authorized by Sand City. All storage, office, sales, and any other activity associated with this approved use shall be maintained within the building at all times unless otherwise authorized by CUP 608.
3. Amendment / Termination: If the Use approved by CUP 608 violates any term, condition, and/or requirement of said Permit, a public hearing may be scheduled by the City to consider either amending or revoking said Permit. The Applicant and Subject Property's owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any City Council action to amend or terminate CUP 608.
3. Hours of Activity: All activities associated with the Proposed Use authorized by CUP 608, with exception to office and storage, may only occur between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on weekends. Any time beyond those hours, for the purposes of enforcing CUP 608, shall be considered "non-business hours" for this Applicant's use of the Subject Property. Office activities may extend beyond these specified hours of activity provided that such office activity does not pose a nuisance to the surrounding units and/or properties, and that the site is not open to the public.
4. Loading/Unloading: Loading/unloading activities associated with the Use authorized by CUP 608 shall only occur during those 'Hours of Activity' specified within CUP 608 (see Permit Condition No. 3). Furthermore, such loading/unloading activities shall not impede traffic circulation on any public street, nor impede driveway access of neighboring units and/or properties. If there are to be occasional (once per month or less frequent) shipments via a semi-truck or other large box truck, then loading/unloading activities may only occur within the Redwood Avenue right-of-way for a period not to exceed one (1) hour, provided that access to neighboring properties are maintained open and that one travel lane of Redwood Avenue is maintained open for traffic circulation during that time/activity. Deliveries/shipments by services such as Federal Express, UPS, or other similar services, with short term drop-off/pick-up times of less than a few minutes are exempt from this restriction.
5. Parking: A minimum of three (3) parking spaces along the Subject Property's Redwood Avenue frontage shall be striped and maintained for the Applicant's Approved Use. It shall be the responsibility of the Subject Property's owner to maintain these spaces for the Applicant. Failure to maintain these spaces for the Applicant's use shall be sufficient cause for the termination of CUP 608. At no time shall any such vehicles

double park or otherwise park as to impede vehicular traffic flow on public rights-of-way.

6. Company Vehicle Parking: Company vehicles or trailers parked/stored on the Subject Property shall only be parked/stored inside the building during non-business hours. Large trucks, trailers, and/or other vehicles associated with the Applicant or Applicant's Approved Use shall not be parked within any public right-of-way in Sand City that are not actively involved with loading/unloading activities unless the Applicant can demonstrate a justifiable need for a parking permit, in accordance with Chapter 10.08 of the Sand City Municipal Code.
7. Truck / Trailer Street Parking: The Applicant shall not park and/or store large trucks, trailers, or other vehicles within any public right-of-way in Sand City that are not actively involved with loading/unloading activities, in accordance with Chapter 10.08 of the Sand City Municipal Code, and/or in compliance with the terms/conditions of CUP 608. Violation may result in the issuance of City citations as authorized by Municipal Code Chapter 10.08.
8. Storage: The storage of all materials, product inventory, and/or any other item associated with the Applicant's Approved Use at the Subject Property, shall be maintained within the building at all times. The placement of a self-contained portable storage unit/container on-site, 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 operation, and thus be sufficient reason for the City to terminate CUP 608.
9. 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 outside the building, except as allowed by CUP 608. The Applicant and/or Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area for the duration of the Applicant's occupancy of the Subject Property.
10. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by this operation 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 within the building 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 implement recycling as part of this operation's regular routine when feasible.
11. Hazardous Waste: Any hazardous materials and/or waste used/generated by the approved Use shall be legally stored and disposed of in accordance with the regulations of Sand City, the County of Monterey, and the State of California. Any illegal storage, dumping and/or disposal shall be adequate grounds for termination of CUP 608.



12. Signs: Any sign on the exterior of the building, or anywhere on the Subject Property, identifying the approved use at this location, shall be reviewed and approved by the Sand City Design Review Committee (DRC) prior to the establishment of any sign on the Subject Property. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
13. Water: Issuance of CUP 608 does not grant the Applicant and/or the Subject Property's owner any right and/or privilege to any allocation of water from the City or other entity. The Use approved by CUP 608 shall be limited to those water credits currently available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
14. Water Runoff: This operation 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. The Applicant is prohibited from washing dust, debris, or particulate into the street, storm drain, and/or sewer system. There shall be no washing of vehicles on the Subject Property by the Applicant's operation.
15. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency (MRWPCA), and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security, street parking, and law enforcement shall be implemented to the satisfaction of the City's Police Chief. The Applicant shall allow access to the unit for the City's contracted Fire Department to perform periodic and/or annual fire / hazardous material safety inspections.
16. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Unified Air Pollution Control Agency. Failure to comply shall be sufficient grounds for City termination of CUP 608.
17. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to other tenants of the Subject Property and/or to neighboring properties. The Applicant shall be considered responsible for the impacts created by his operation and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, blighted appearance, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the property 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, may be adequate grounds for the City to amend or terminate CUP 608. Failure to comply with such direction may result in the amendment or revocation of CUP 608.
18. Violation/Termination: If the City determines that the Applicant and/or the Applicant's Approved Use violates any term or condition of CUP 608, and/or Applicant's use of the

Subject Property constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CUP 608, and may then order said Permit amended or revoked. The Applicant and Subject Property's owner 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 said Permit.

19. Interpretation: Any question of intent or interpretation regarding any condition within CUP 608 shall be resolved by the Sand City Planning Department staff and/or the City Administrator.
20. The issuance of CUP 608 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
21. Indemnification: To the extent permitted by law, the Applicant and/or Subject Property's owner shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside or void, any permit or approval authorized hereby for the Project, 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.
22. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the Applicant's business operation within Sand City. Failure to maintain a City business license may be sufficient grounds for termination of CUP 608.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Linda Scholink, City Clerk

\_\_\_\_\_  
David K. Pendergrass, Mayor

**Signatures continued on following page...**

**Signatures continued from previous page.**

\_\_\_\_\_  
This is to certify that the CUP 608 contains the conditions specified by the City Council in approving the Permit.

\_\_\_\_\_  
Charles Pooler, Associate Planner

**APPLICANT ACCEPTANCE (CUP 608)**

The Conditional Use 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.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Applicant**

**CONSENT OF OWNER (CUP 608)**

Consent is hereby granted to the permittee to carry out the terms and conditions of this Conditional Use Permit.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Property Owner**

**AGENDA ITEM**

**10B**

# 2016 Annual Leadership Luncheon

**Name:** 2016 Annual Leadership Luncheon

**Date:** September 29, 2016

**Time:** 11:30 AM - 1:30 PM PDT

[Register Now](#)



## Event Sponsors:

Treehouse Mortgage Group-  
Monterey Branch

## Location:

Embassy Suites Monterey Bay  
1441 Canyon Del Rey Blvd.  
Seaside, CA 93955

[View a Map](#)

## Date/Time Information:

Thursday, September 29  
Registration and Networking: 11:30am-noon  
Lunch and Program: noon-1:30pm

## Contact Information:

Sarah Ackerman  
[Send an Email](#)  
[[info@montereychamber.com](mailto:info@montereychamber.com)]

## Fees/Admission:

MPCC Member: \$50  
Perspective Member: \$60  
Member Table of 10: \$500

## Sponsorships:

**CORPORATE (unlimited) \$2,000**  
Priority placement of Company logo on event materials and PowerPoint  
Priority placement of Company logo Emcee acknowledgement 5 tickets

**PATRON (unlimited) \$1,000** Logo placement in event program and PowerPoint  
Company Logo Emcee acknowledgement 2 tickets

## ASSOCIATE (unlimited) \$500

Logo placement in event program and PowerPoint  
Company Logo Emcee acknowledgement One

## Event Description:

Join us for lunch and an impressive panel of federal, state and local public officials, covering topics such as new projects taking place in their jurisdictions, new business coming to the region, public safety and important issues that have an impact on the future viability of our local economy.

We are pleased to announce our keynote speaker

### **SENATOR BILL MONNING**

Senate Majority Leader  
California Senate District 17

## **CONFIRMED PANELISTS INCLUDE:**

Assemblymember Mark Stone, California Assembly District 29

Supervisor John Phillips, Monterey County District 2

Supervisor Jane Parker, Monterey County District 4

Supervisor Dave Potter, Monterey County District 5

Sheriff Steve Bernal, Monterey County

Mayor Jerry Edelen, City of Del Rey Oaks

Mayor Bruce Delgado, City of Marina

Mayor Clyde Roberson City of Monterey

Mayor Bill Kampe, City of Pacific Grove

Mayor Joseph Gunter, City of Salinas

Mayor David K. Pendergrass, City of Sand City

Mayor Ralph Rubio, City of Seaside

Mayor Pro Tem Carrie Theis, City of Carmel-by-the-Sea

Congressman Sam Farr's District Director, Alec Arago

## Event Media:



event ticket

**SUPPORTER (unlimited) \$125**  
Logo placement in event program  
and PowerPoint Company name

**FRIEND (unlimited) \$100**  
Company name in event program  
and PowerPoint Company name

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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Commerce for more information.  
243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – [info@montereychamber.com](mailto:info@montereychamber.com)



## 2016 CALIFORNIA GREEN INNOVATION INDEX

### September 9th MEMBER ONLY LUNCH

Salinas native, **F. Noel Perry**, Founder of [Next 10](#) will discuss Green Innovation in California. Venture capitalist and philanthropist F. Noel Perry has focused on socially responsible, innovative and profitable ventures. He has backed multiple business successes like the interactive educational company Leap Frog and the organic baby food company Earth's Best.

This year's *California Green Innovation Index* tracks key economic and environmental indicators at the regional, state, and international level.

### Get a FLU SHOT for \$30

Friday, September 09, 2016

11:45 AM

Bayonet & Black Horse Golf

ATTEND THIS EVENT



## Government Contracting Workshop for Small Businesses and SBA Loan Programs

[Monterey Bay PTAC](#) and the [SBA](#) are partnering for this workshop.

### ***Changes to Federal Small Business Contracting Regulations:***

If you are exploring opportunities that exist for your business or have just started selling to the Federal Government, this workshop is for you! Presented by an experienced SBA Government Contracting Specialist, there will be an overview of SBA's various contracting programs including: the 8(a) Program, HubZone Program, and contracting information for women-owned and veteran



owned businesses. Specific areas of discussion will be changes regarding Small Business Self-Performance Requirements and Limitations on Subcontracting. Also there will be a discussion on clarification regarding "Identify of Interest" Affiliations.

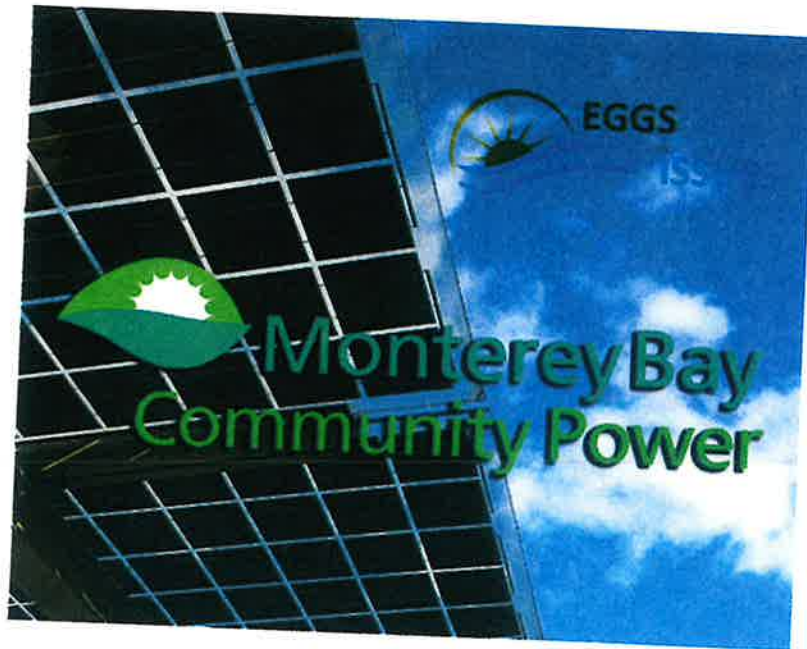
**UC MBEST Center  
3180 Imjin Parkway, Marina**

**Friday, September 16, 2016  
1:00 PM to 3:00 PM**

If you are interested in an SBA guaranteed loan, line of credit or a surety bond program the workshop will provide you with the tools and information that you will need for a successful application.

**Admission is free but reservations are required as seating is limited.**

**Reserve your place now!**



## Thursday, September 22nd: Eggs & Issues

[The Monterey Bay Community Power](#) project is a regional project among local government agencies that aims to provide electricity to residents and businesses throughout Monterey, San Benito and Santa Cruz Counties through the Community Choice Energy (CCE) model. Established by State law in 2002, CCE enables communities to choose clean-source power at a cost equivalent to PG&E while retaining PG&E's role in maintaining power lines and providing customer service. The CCE model helps ensure local economic vitality because money from rates paid by local customers stays local. Surplus revenues that would normally flow to PG&E will stay in the community to help fund renewable energy projects, create jobs and stimulate the economy. Learn more at [MBCommunityPower.org](#).

Thursday, September 22, 2016  
7:30 AM - 9:15 AM  
Bayonet & Black Horse Golf Club

**This event is open to the public**

**ATTEND THIS EVENT**



Credit Consulting Services, Inc



**Thank you to our sponsors for Eggs & Issues Credit Consulting Services and the Monterey Bay PTAC.**

## **MEMBER ONLY LUNCH**

**Stephen L. Vagnini**

**Monterey County Assessor County-Clerk Recorder**

Join your fellow MCBC members for this informative luncheon with Stephen L. Vagnini  
Monterey County Assessor/Clerk/Recorder.

Please note that MCBC lunches are for members-only. To become a member of  
MCBC, complete and send in our application form and/or contact MCBC

[info@mcbc.biz](mailto:info@mcbc.biz)

Friday, October 14, 2016  
11:45 AM to 1:30 PM  
Bayonet & Black Horse Golf Club

**ATTEND THIS EVENT**



**The Annual Higher Education and  
Research Leadership Summit**

**Early Bird pricing ends September 15th.**

Thank you to our Platinum Sponsors!

