

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, MARCH 3, 2015

5:30 P.M.



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

Regular Meeting – March 3, 2015
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, One Sylvan Park, Sand City, CA 93955

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

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

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

- A. Written
- B. Oral

- 5. CONSENT CALENDAR**

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

- A. Approval of February 17, 2015 Council Meeting Minutes
- B. Acceptance of City/Successor Agency Monthly Financial Report, January 2015
- C. Approval of City RESOLUTION Approving an Amendment to the City Administrator Employment Agreement
- D. Approval of City RESOLUTION Intention to Approve the Amended Joint Powers Agreement, Monterey Bay Area Self Insurance Authority (MBASIA)

- E. Approval of City Donation/Contribution
 - 1) Seaside High School "Sober Grad Night" - \$200
- F. Acceptance of Fort Ord Reuse Authority (FORA) Board Report, February 2015

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

- A. Presentation by Sand City Chamber Executive Director Jim Vossen on the Status of the Chamber and Consideration of Annual Contribution of \$5,000 for February 2015 through January 2016 (10 minutes)

8. PUBLIC HEARING

- A. Consideration of City RESOLUTION Approving Conditional Use Permit 586, Coastal Development Permit 15-01, and Site Plan 15-01 to Mark Woltmon authorizing a Temporary Parking Area within a Specific Segment of the Railroad Right-of-Way {*continued from the February 17, 2015 Council meeting*}
- B. Consideration of City RESOLUTION Approving Conditional Use Permit 587 Authorizing a Plumbing Contractor at 1738 Hickory Street

9. OLD BUSINESS

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

10. NEW BUSINESS

- A. Consideration of City RESOLUTION Accepting the Offer to Dedicate Conservation Easement for the Sand Dollar Shopping Center Habitat Preserve (APN 011-011-031)
- B. Comments by Council Members on Meetings and Items of interest to Sand City
- C. Upcoming Meetings/Events

11. CLOSED SESSION

- A. City Council /Agency Board to adjourn to Closed Session:
 - 1) To confer with Legal Counsel regarding pending litigation in accordance with Government Code Section 54956.9(d)(1):

- a) *Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases*
- b) *Seaside v. Sand City (No. M120996) and related cross action*
- c) *Seaside v. Sand City (King Ventures) (No. M126354)*

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

12. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, March 17, 2015
5:30 P.M.
Sand City Council Chambers
1 Sylvan Park, Sand City

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

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

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

AGENDA ITEM

5A

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

Regular Meeting – February 17, 2015
7:00 P.M.
CITY COUNCIL CHAMBERS

Mayor Pendergrass opened the meeting at 7:00 p.m.

The invocation was led by Reverend Robert Hellam.

The Pledge of Allegiance was led by Police Chief Michael Klein.

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
Michael Klein, Police Chief
Charles Pooler, Associate Planner
Connie Horca, Deputy City Clerk

AGENDA ITEM 4, COMMUNICATIONS

A. Written communication distributed to the Council were the City Administrator report, a memo regarding Agenda item 7A, and a letter from EMC Planning Group, Inc. regarding Sand City Planning Staff Support.

B. Oral

7:03 P.M. Floor opened for Public Comment.

There were no comments from the Public.

7:03 P.M. Floor closed to Public Comment.

Mayor Pendergrass commended City Administrator Bodem for his monthly informative staff reports. He commented that per Council member Kruper's request, the donation to the Sand City Chamber of Commerce, Agenda item 5G (3) be pulled from the consent calendar and moved to the next Council meeting. The Council would like the Chamber's Executive

Director Jim Vossen to give a presentation on the status of the Sand City Chamber at the next Council meeting.

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 of the following use permits.
- (1) CUP #448, Mike Houser, (Shirt Printer), 542 #4 Ortiz Avenue
 - (2) CUP #471, Peninsula Plumbing, (Contractor), 749 Dias Avenue
 - (3) CDP #07-01, Sato Racing, (Wholesale), 2-John Street
 - (4) CDP #98-01, James Davi, (Contractor), 1815-C Contra Costa Street
 - (5) CUP 558, Veggies Produce (Storage), 591 Redwood Avenue
 - (6) CUP #241, Automotive Specialist, (Auto repair), 475-A Olympic Avenue
 - (7) CUP #537, Mark Cristofalo & Co., (Design studio), 691 Ortiz Avenue
- B. There was no discussion of the February 3, 2015 Council Meeting Minutes.
- C. There was no discussion of the Police Department 2014 Annual Report and Monthly Activity Report, January 2015.
- D. There was no discussion of the Public Works Monthly Report, January 2015.
- E. There was no discussion of the City **Resolutions** honoring the Monterey Peninsula Chamber of Commerce's 2014 Award Recipients
- 1) Citizen of the Year – Chris Shake
 - 2) Ruth Vreeland Memorial Public Official of the Year – Chuck Della Sala
 - 3) Robert C. Littlefield Award for Lifetime Achievement – Joy Anderson
- F. There was no discussion of the Sand City 2015 Strategic Plan/Goals.
- G. There was no discussion of the City donation/contribution to the Monterey Scottish Games & Celtic Festival for \$500, and to the Commission on the Status of Women for \$150.

Motion to approve the Consent Calendar items 5A-F, and 5G (1 & 2) was made by Council Member Blackwelder, seconded by Council Member Carbone. 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

Item 5G (3) the donation to the Sand City Chamber of Commerce was pulled for

consideration to the March 3, 2015 Council meeting.

AGENDA ITEM 7, PUBLIC HEARING

A. Consideration of City RESOLUTION approving Conditional Use Permit 586, Coastal Development Permit 15-01, and Site Plan 15-01 to Mark Woltmon authorizing a Temporary Parking Area within a Specific Segment of the Railroad Right-of-Way

Associate Planner Charles Pooler summarized to the Council that in the handout distributed, additional staff time will be required to review the storm water control analysis, and requirements for the project. Staff is recommending that this item be continued to the March 3, 2015 Council meeting.

7:08 P.M. Floor opened for Public Comment.

There were no comments from the Public.

7:08 P.M. Floor closed to Public Comment.

There was consensus of the Council to continue the Public Hearing approving Conditional Use Permit 586, Coastal Development Permit 15-01, and Site Plan 15-01 to Mark Woltmon authorizing a Temporary Parking Area within a Specific Segment of the Railroad Right-of-Way to the March 3, 2015 Council meeting.

AGENDA ITEM 8, OLD BUSINESS

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

City Engineer Leon Gomez reported that Cal-Am has accepted the final engineering report for submittal to the Regional Water Control Board in support of the desalination plants effluent for modifications. Once Cal-Am has received a progress report, a follow-up meeting will be scheduled.

The Regional Stormwater Management Group has requested that the City provide copies of various agreements through effort of the Bungalows and OSH renovation projects. The City has developed templates for the projects, and the Stormwater Management Group has requested these documents from the City since no other template currently exists.

The Bungalows at East Dunes project will be moving forward with the installation of the sewer lines and related laterals. The sewer facilities have met approval of the Seaside Sanitation District. In addition, an

encroachment permit application was received and issued for two sewer laterals for lots fronting Park Avenue. The applicant is piggybacking on the Bungalows construction effort. The Highway 1 washout repair was completed on February 9th by Cal-Trans and MPE. Last week, the bike path fencing was recently repaired. Staff met with the OSH construction contractor to discuss and review stormwater best management practices (BMP's) prior to the February storms. Several inlet BMP's were in need of replacement along Playa Avenue. OSH will be replacing these inlets. Staff further conducted a site inspection of the Bungalows project on February 8th and was impressed with the condition of the streets following the heavy rain.

There were several traffic counters spotted along Sand Dunes Drive, and Staff contacted several agencies to find out if they were representatives from these agencies. Staff reported on the follow up with Cal-Trans District 5 to find out if they were representatives from their agency.

City Administrator Todd Bodem reported on the meeting held earlier with the Association of Monterey Bay Area Governments (AMBAG) GIS specialist. Associate Planner Charles Pooler added that AMBAG's representative Gina Schmidt was very informative regarding the technical services they provide. Much of these services are free to Sand City, and provides links to their website that Staff can explore regarding the use and functionality of the GIS system. Ms. Schmidt is willing to train Staff with no additional cost to the City.

Police Chief Michael Klein reported that all four police vehicles are now in use. An officer is assigned to each car in order to extend their useful life. Two officers should be on patrol at all times throughout the City.

Mayor Pendergrass mentioned Council Member Hubler's pendulum sculpture that swings with the earth's rotation, and thanked Mr. Hubler for sharing it with the Council.

AGENDA ITEM 9, NEW BUSINESS

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

Council Member Hubler commented on the upcoming Community Palette event to be held on March 7, 2015 at the Independent, and the future Arts Committee strategic planning session. He thanked City Administrator Todd Bodem for attending the Arts Committee meetings, and expressed his appreciation for the facilitation of the City Council's last Strategic Planning session.

Council Member Blackwelder reported on the status of the Police Chief interviews. Final assessment interviews will be held at the end of February. The possible candidates were emailed materials in

relation to the Chief of Police position and will be required to give a presentation as part of the interview process.

Council Member Kruper reported that MCCVB will meet on February 25, 2015. The Monterey County Integrated Waste Management Task Force will be meeting in the near future. The Ordinance 152 Oversight Panel will meet on February 19th to review past expenditures, and future expectations. The West End Oversight Committee will be holding a meeting on the February 25, 2015.

Mayor Pendergrass reported that a groundbreaking ceremony is scheduled at the Stillwell Center for the Veterans Memorial Cemetery. For the past 20 years plans for a Veterans Cemetery has been in progress, and it is exciting to see it come to fruition.

Vice Mayor Carbone commented that homeless encampments still appear along the beach. Volunteers from the Beach Clean Up committee plan to attend a future Council meeting to address the homeless issue. Ms. Carbone also reported on her attendance at a City of Seaside Planning meeting. The meeting included environmentalist with discussion regarding a bicycle path running from Broadway through Sand City.

B. Consideration of Successor Agency RESOLUTION approving the Draft Administrative Budget for Fiscal Year July 2015 through June 2016

City Administrator Todd Bodem commented that the attached Resolution reflects the Administrative Budget for Fiscal Year July 2015 through June 2016. Mayor Pendergrass confirmed the figures with the City Attorney.

Motion to approve the City **Resolution** approving the Draft Administrative Budget for Fiscal Year July 2015 through June 2016 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.

C. Consideration of Successor Agency RESOLUTION Approving the Recognized Obligation Payment Schedule (ROPS) for July 2015 through December 2015 (ROPS 15-16A)

City Administrator Todd Bodem commented that the attached Recognized Obligation Payment Schedule is for the first half of Fiscal Year 2015-16, known as ROPS 15-16A. The amounts requested are for the 2008A and 2008B Tax Allocation Bonds, a Supplemental Educational Revenue Augmentation Fund (SERAF) payment, and half of the annual FY 2015-16 Successor Agency Administrative Cost of \$100,000, for a total six month request of \$840,436.

City Attorney Jim Heisinger added that Staff was advised by the Department of Finance (DOF) to include a \$300,000 dollar figure for the SERAF payment with the possibility that the City may not receive the entire request. Funds received will be allocated towards repayment of bonds and administrative costs, with the remainder allocated towards the SERAF payment. This ROPS will need Oversight Board approval prior to submission to DOF. He further explained the accumulated amounts of the monetary loans paid to the City of Seaside, and staff and services relating to the City's loan to the former Redevelopment Agency. The original dissolution act disallowed the recovery of these monies; however, subsequent legislation now allows recovery of these funds under very strict guidelines and may take several years. The League of California Cities is presenting a webinar in relation to the governor's proposal for the California State fiscal year budget which City Administrator Bodem will be attending. Once the SERAF loan has been retired, the City may start allocation of funds towards payment of the Tax Allocation Bonds. The Sand City Oversight Board will be dissolved into a County-wide Oversight Board by July of 2016. The primary goal is to have the debt owed to the City of Sand City resolved prior to next year.

In response to Mayor Pendergrass' question whether the City will always have funds to pay the tax allocation bonds, Mr. Heisinger confirmed that funds would be available for bond payments.

There was Council discussion regarding the City Charter, and whether it addressed economic development. The Sand City Charter is very simple and was passed by a vote of the people. It primarily states that the general laws of the State of California that apply to general law cities, apply to Sand City, unless the Charter states otherwise. The Charter may be amended by either a vote of the people, or by Ordinance of the Council. There was further discussion regarding the powers that Cities have lost due to the dissolution of redevelopment.

Motion to approve the City **Resolution** approving the Recognized Obligation Payment Schedule (ROPS) for July 2015 through December 2015 (ROPS 15-16A) 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.

D. Upcoming Meetings/Events

There were no additional RSVPs from the Council.

AGENDA ITEM 10, CLOSED SESSION

7:55 P.M.

A. City Council /Agency Board adjourned to Closed Session:

- 1) To confer with Legal Counsel regarding pending litigation in**

accordance with Government Code Section 54956.9(d)(1):

- a) *Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases***
- b) *Seaside v. Sand City (No. M120996) and related cross action***
- c) *Seaside v. Sand City (King Ventures) (No. M126354)***

8:18 P.M.

- B. The Council re-adjourned to Open Session to report action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act**

The Council received a report from Legal Counsel on Items 10A-1 (a-c). There was no action taken.

AGENDA ITEM 11, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Carbone, to the next regularly scheduled Council meeting on Tuesday, March 3, 2015 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 8:20 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

5B

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members

From: Director of Administrative Services *Spinda*

Subject: Financial Reports

Date: February 25, 2015

Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of January 2015.

A. City of Sand City Reports

1. Balance Sheet Report for January 2015.
2. Revenue received for the month of January 2015-Total \$ 629,908.11
(This total includes \$200,000. in transfers).
Month End Cash Register Activity Report for January 2015.
3. Expenditures for the month of January 2015-Total \$ 335,283.97
Month End January 2015 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Councils stipends.
Payroll \$ 132,822.12
Payroll taxes \$ 41,042.39
4. Current City Balances as of January 31, 2015
Total \$ 5,098,019.16 - restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF)).

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

1. Balance Sheet Report for January 2015
2. Revenue received for the month of January-Total \$ 215.48
Month End Cash Register Activity Report for January 2015
3. Expenditures for the month of January- \$215,756.43

Month End Accounts Payable Activity Report for January 2015.

4. Current Successor Agency Balances as of January 31, 2015
 Total \$ 1,711,987.84 - restricted and unrestricted (Includes Rabobank and Bond CD's).
- In addition to the City and Successor Agency balances, there is a total of
 - \$ 823,894.59 held in reserve for the 2008 Tax and Tax Exempt bonds.

NOTES TO THE FINANCIAL REPORT

**Special City Notes for
January 2015**

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of January 2015 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
1/06/15	17901	East Dunes, LLC	\$ 163,000.00	Bungalows-Cash Surety Deposit
1/26/15	17936	State of California	\$ 141,700.00	Sales tax received
1/26/15	17937	State of California	\$ 85,000.00	Transaction tax received

Transfers

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
1/2/15	17938	City Checking	\$ 200,000.00	Transfer to LAIF

Month End Cash Disbursement Report - Special or Major Expenses for the Month of January 2015 are explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
27711	Monterey Pen. Chamber	\$ 7,165.00	2015 Membership Renewal
27720	Stephen L. Vagnini	\$ 5,000.00	2015 West End Coordinator
27725	Best, Best & Krieger	\$ 10,077.59	Potential Litigation
27728	Creegan & D'Angelo	\$ 17,490.00	December Engineering services
27732	MBASIA (self-insurance)	\$ 41,489.00	FY 14-15 Liability – Balance due
27751	City of Monterey	\$127,716.00	Jan-June Fire Services

Successor Agency Notes for January 2015

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of January 2015 are listed below. There were no special or major receipts this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Transfers

There were no transfers this month.

Date **Receipt #** **Source** **Amount** **Description**
Month End Cash Disbursement Report-Special or Major Expense for the Month of January 2015 is explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
12615	Monterey Peninsula Unified	\$ 215,641.00	Final Pass through Payment

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

City of Sand City

REPORT.: 02/24/15
 RUN....: 02/24/15
 Run By.: LINDA

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

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: January 31, 2015 Fiscal (07-15)

Assets			Acct ID

Cash Clearing Checking Account	65,795.79	99	1001
General Fund CITY- OPEB POTENTIAL FUNDING	491,173.43	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	4,256,560.90	10	1008
General Fund Fair market value adjustments	1,012.00	10	1009
General Fund Investment CD	164,489.04	10	1020
General Fund Cash Balance	53,166.62	10	1099
Gas Tax - 2105 Cash Balance	11,159.20	31	1099
Traffic Safety Cash Balance	1,469.85	35	1099
Cash Clearing Cash Balance	-65,795.79	99	1099
General Fund Accounts Receivable	1,500.10	10	1101
Gas Tax - 2105 Accounts Receivable	432.38	31	1101
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	685,052.00	10	1112
General Fund Sales Tax Receivable	131,267.79	10	1115
General Fund TRANSACTION TAX RECEIVABLE	16,660.12	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	2,448,834.85	70	1280
Gen. Fixed Asst Land	1,005,871.95	60	1290
Gen. Fixed Asst Land Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	508,460.00	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,477,897.16	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,349,919.19	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	4,465,000.45	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-5,211,889.50	60	1300

Total of Assets ---->	30,494,830.34		30,494,830.34
=====			

Liabilities			Acct ID

General LTD Act Compensated Absences	449,504.80	70	2020
General LTD Act NET OPEB OBLIGATION	2,407,367.00	70	2025
General Fund DEFERRED REVENUE	46,929.39	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund BUNGALOW'S DEPOSIT EAST DUNES	163,000.00	10	2058
General LTD Act capital lease-2 fords f350's	47,934.84	70	2070
General Fund Due To/From	0.10	10	2090

REPORT.: 02/24/15
RUN....: 02/24/15
Run By.: LINDA

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

PAGE: 002
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: January 31, 2015 Fiscal (07-15)

Liabilities

			Acct ID
General Fund State Mandated CASP Fee	5.40	10	2115
General Fund Health Insurance	22,794.79	10	2150
General Fund Dental/Vision	72.04	10	2160
General Fund POLICE ASSOC. DUES	315.00	10	2180
General Fund 6.25% PERS RETIREMENT	781.25	10	2191
General Fund AFLAC PRE TAX	298.25	10	2195
General Fund AFLAX-AFTER TAX	-124.90	10	2196
General Fund PERS SURVIVOR BENEFIT	40.00	10	2197
<hr/>			
Total of Liabilities ---->	3,913,684.38		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	15,331,859.77	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	2,338.42	31	3400
Traffic Safety Unappropriated Fund Balance	424.15	35	3400
Gen. Fixed Asst Unappropriated Fund Balance	-632,935.66	60	3400
General LTD Act Unappropriated Fund Balance	-455,971.79	70	3400
1. Fixed Asst Investment in Fixed Assets	12,817,782.77	60	3600
Gen. Fixed Asst CAPITAL LEASE	93,236.30	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-1,005,588.00		
<hr/>			
Total of FUND Balances ---->	26,581,145.96		30,494,830.34
<hr/>			

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-15	01/06/15	17891	C	Mis	UUT	UTILITY USERS TAX NOVEMBER 2014 UUT - GAS Receipt Date: 01/06/15 SPARK ENERGY Issued..: T0 (DEVON) Jan 06 2015 10:43 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	.95
			17892	C	Mis	UUT	UTILITY USERS TAX NOVEMBER 2014 UUT - ELECTRIC Receipt Date: 01/06/15 Paid by: CONSTELLATION NEW ENERGY Issued..: T0 (DEVON) Jan 06 2015 10:43 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	47.09
			17893	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4055 00	50.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4033 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15 Paid by: CHARGON ELECTRIC Issued..: T0 (DEVON) Jan 06 2015 10:44 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30
			17894	C	Mis	REN01	RENTAL INCOME JANUARY 2015 CELL PHONE TOWER RENT Receipt Date: 01/06/15 Paid by: CROWN CASTLE Issued..: T0 (DEVON) Jan 06 2015 10:44 am Devon Lazzarino	Db: 99 1001 Cr: 10 4740 00	1246.35
			17895	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4055 00	150.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4033 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/06/15 Paid by: G&G PAINTING Issued..: T0 (DEVON) Jan 06 2015 10:44 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30
			17896	C	Mis	WT01	BUSINESS LICENSE FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4055 00	150.00
					Mis	WT02	BUSINESS LIC LATE CH FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4060 00	75.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4033 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15 Paid by: DISCOUNT SCREEN PRINTING Issued..: T0 (DEVON) Jan 06 2015 10:45 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30
			17897	C	Mis	TAX05	GAS TAX 2103 DECEMBER 2014 HIGHWAY USERS TAX Receipt Date: 01/06/15	Db: 99 1001 Cr: 31 4305 11	240.89
					Mis	TAX01	GAS TAX - 2105 31 DECEMBER 2014 HIGHWAY USERS TAX Receipt Date: 01/06/15	Db: 99 1001 Cr: 31 4305 11	130.88
					Mis	TAX02	GAS TAX - 2106 32 DECEMBER 2014 HIGHWAY USERS TAX Receipt Date: 01/06/15	Db: 99 1001 Cr: 31 4305 11	455.48
					Mis	TAX03	GAS TAX - 2107 33 DECEMBER 2014 HIGHWAY USERS TAX Receipt Date: 01/06/15 Paid by: STATE OF CALIFORNIA Issued..: T0 (DEVON) Jan 06 2015 10:45 am Devon Lazzarino	Db: 99 1001 Cr: 31 4305 11	175.44
			17898	C	Mis	DES01	DESIGN REVIEW FEE DRC SIGN FEE - OSH Receipt Date: 01/06/15 Paid by: CALIFORNIA SIGN GROUP Issued..: T0 (DEVON) Jan 06 2015 10:46 am Devon Lazzarino	Db: 99 1001 Cr: 10 4155 05	50.00
			17899	C	Mis	WT01	BUSINESS LICENSE FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4055 00	150.00
					Mis	WT02	BUSINESS LIC LATE CH FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4060 00	75.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15	Db: 99 1001 Cr: 10 4033 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/06/15 Paid by: RICK'S UPHOLSTERY Issued..: T0 (DEVON) Jan 06 2015 10:47 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.30
			17900	C	Mis	UUT	UTILITY USERS TAX NOVEMBER 2014 UUT Receipt Date: 01/06/15 Paid by: P.G. & E. Issued..: T0 (DEVON) Jan 06 2015 10:47 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	11208.75

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-15	01/06/15	17901	C	Mis	MS	EAST DUNES, LLC THE BUNGALOWS - CASH SURETY DEPOSIT Receipt Date: 01/06/15 Paid by: EAST DUNES, LLC Issued..: T0 (DEVON) Jan 06 2015 09:55 am Devon	Lazzarino Db: 99 1001 Cr: 10 2058	163000.00
								Lazzarino Day 01/06/15 Total ---->	177209.83
	01/14/15	17905	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #6387 Receipt Date: 01/14/15 Paid by: DAVID PERRY Issued..: T0 (DEVON) Jan 14 2015 10:34 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
		17906	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #6410 Receipt Date: 01/14/15 Paid by: JOHN DUNDON Issued..: T0 (DEVON) Jan 14 2015 10:34 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
		17907	C	Mis	MS		MGE UNDERGROUND ENCROACHMENT PERMIT - BROKEN PLATE CALIF & PLAYA Receipt Date: 01/14/15 Paid by: MGE UNDERGROUND Issued..: T0 (DEVON) Jan 14 2015 10:35 am Devon	Lazzarino Db: 99 1001 Cr: 10 4160 05	75.00
		17908	C	Mis	UUT		UTILITY USERS TAX DECEMBER 2014 UUT Receipt Date: 01/14/15 Paid by: VISTA ENERGY Issued..: T0 (DEVON) Jan 14 2015 10:35 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	21.86
		17909	C	Mis	WT01		BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Lazzarino Db: 99 1001 Cr: 10 4055 00	50.00
			Mis	CAS70			BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 4033 00	.70
			Mis	CAS30			BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 2115	.30
		17910	C	Mis	RL01		ISSUED..: T0 (DEVON) Jan 14 2015 10:35 am Devon COUNTY/ RED LIGHT NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Lazzarino Db: 99 1001 Cr: 35 4205 11	1.06
			Mis	VC			COUNTY/VC NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Db: 99 1001 Cr: 35 4205 11	48.84
			Mis	VCCR			COUNTY/VC/CR NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Db: 99 1001 Cr: 35 4205 11	4.33
			Mis	POC01			COUNTY/PROOF OF CORR NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Db: 99 1001 Cr: 35 4205 11	3.30
			Mis	REV			COUNTY/REV & RECOVERY NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 4210 08	119.00
			Mis	CLEEP			CLEEP GRANT NOVEMBER 2014 TRAFFIC/COPS GRANT Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 4069 08	8333.33
		17911	C	Mis	REIMB		ISSUED..: T0 (DEVON) Jan 14 2015 10:36 am Devon REIMBURSEMENTS REIMBURSE CHAMPION OF THE ARTS - GUEST Receipt Date: 01/14/15	Lazzarino Db: 99 1001 Cr: 10 4732 00	95.00
		17912	C	Mis	WT01		ISSUED..: T0 (DEVON) Jan 14 2015 10:37 am Devon BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Lazzarino Db: 99 1001 Cr: 10 4055 00	50.00
			Mis	CAS70			BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 4033 00	.70
			Mis	CAS30			BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/14/15	Db: 99 1001 Cr: 10 2115	.30
							PAID BY: HAUAN & AREGIS ISSUED..: T0 (DEVON) Jan 14 2015 10:37 am Devon	Lazzarino Day 01/14/15 Total ---->	8883.72
	01/22/15	17913	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #6385 Receipt Date: 01/22/15 Paid by: MICHAEL DOBROSZELSKI Issued..: T0 (DEVON) Jan 22 2015 09:37 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	50.00
		17914	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SA1400409 Receipt Date: 01/22/15 Paid by: METROPOLITAN REPORTING BUREAU Issued..: T0 (DEVON) Jan 22 2015 09:38 am Devon	Lazzarino Db: 99 1001 Cr: 10 4560 08	10.00
		17915	C	Mis	WT01		BUSINESS LICENSE FY 14-15 BUSINESS LICENSE RENEWAL Receipt Date: 01/22/15	Lazzarino Db: 99 1001 Cr: 10 4055 00	150.00

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000	01-15	01/26/15	17929	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Db: 99	1001	50.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Cr: 10	4055 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Db: 99	1001	.30
							Receipt Date: 01/26/15 Paid by: ADVANCED TI, INC. Issued..: T0 (DEVON) Jan 26 2015 03:24 pm Devon	Cr: 10	2115	
			17930	C	Mis	UUT	UTILITY USERS TAX DECEMBER 2014 UUT Receipt Date: 01/26/15	Db: 99	1001	788.40
							Paid by: DIRECT ENERGY Issued..: T0 (DEVON) Jan 26 2015 03:24 pm Devon	Cr: 10	4025 00	
			17931	C	Mis	BUI01	BUILDING PERMIT 4115 MECHANICAL BUILDING PERMIT Receipt Date: 01/26/15	Db: 99	1001	30.00
					Mis	MS	MECHANICAL PERMIT BUILDING/MECHANICAL PERMIT Receipt Date: 01/26/15	Cr: 10	4115 05	18.00
							Paid by: COLTON HEATING & SHEET METAL Issued..: T0 (DEVON) Jan 26 2015 11:04 am Devon	Db: 99	1001	
			17932	C	Mis	CUP01	CONDITIONAL USE PERM CUP APPLICATION & SITE PLAN Receipt Date: 01/26/15	Cr: 10	4125 05	400.00
					Mis	SITE	SITE PERMIT CUP APPLICATION & SITE PLAN Receipt Date: 01/26/15	Db: 99	1001	250.00
							Paid by: CL FROST Issued..: T0 (DEVON) Jan 26 2015 03:25 pm Devon	Cr: 10	4145 05	
			17933	C	Mis	TAX10	FRNCHISE TX RF. 4040 4TH QUARTER 2014 FRANCHISE FEES Receipt Date: 01/26/15	Db: 99	1001	10571.54
							Paid by: WASTE MANAGEMENT Issued..: T0 (DEVON) Jan 26 2015 03:26 pm Devon	Cr: 10	4040 00	
			17934	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - BUNGALOWS Receipt Date: 01/26/15	Db: 99	1001	50.00
							Paid by: SEATEC UNDERGROUND UTILITIES Issued..: T0 (DEVON) Jan 26 2015 03:26 pm Devon	Cr: 10	4055 00	
			17935	C	Mis	WT01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Db: 99	1001	50.00
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Cr: 10	4055 00	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% ONE TIME ONLY BUSINESS LICENSE - OSH Receipt Date: 01/26/15	Db: 99	1001	.30
							Receipt Date: 01/26/15 Paid by: STONELAKE MASONRY Issued..: T0 (DEVON) Jan 26 2015 03:27 pm Devon	Cr: 10	2115	
			17936	C	Mis	STAX	SALES TAX RECEIVED NOVEMBER 2014 IN LIEU SALES TAX Receipt Date: 01/26/15	Db: 99	1001	141700.00
							Paid by: STATE OF CALIFORNIA Issued..: T0 (DEVON) Jan 26 2015 03:27 pm Devon	Cr: 10	4030 00	
			17937	C	Mis	TUT01	TRANSACTION/USE TAX NOVEMBER 2014 T/U TAX Receipt Date: 01/26/15	Db: 99	1001	85000.00
							Paid by: STATE OF CALIFORNIA Issued..: T0 (DEVON) Jan 26 2015 03:27 pm Devon	Cr: 10	4032 00	
							Day 01/26/15 Total ---->			238962.66
	01/28/15		17938	E	Mis	EFT10	TRANSFER TO LAIF TRANSFER FROM CITY CHECKING TO LAIF Receipt Date: 01/28/15	Db: 10	1008	200000.00
							Paid by: TRANSFER FROM CITY CHECKING TO LAIF Issued..: T0 (DEVON) Jan 28 2015 07:59 am Devon	Cr: 99	1001	
							Day 01/28/15 Total ---->			200000.00
	01/30/15		17939	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORTS #SG1400364/SG150022 Receipt Date: 01/30/15	Db: 99	1001	20.00
							Paid by: CAROL LIN Issued..: T0 (DEVON) Jan 30 2015 09:22 am Devon	Cr: 10	4560 08	
			17940	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #SG1400376 Receipt Date: 01/30/15	Db: 99	1001	10.00
							Paid by: BRIZEY ORJUELA Issued..: T0 (DEVON) Jan 30 2015 09:23 am Devon	Cr: 10	4560 08	
			17941	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6160 Receipt Date: 01/30/15	Db: 99	1001	40.00
							Paid by: LOUISE SANDOVAL Issued..: T0 (DEVON) Jan 30 2015 09:23 am Devon	Cr: 10	4221 08	

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000	01-15	01/30/15	17942	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6068 Receipt Date: 01/30/15 Paid by: JESSICA CARLOS Issued..: T0 (DEVON) Jan 30 2015 09:23 am Devon Lazzarino	Db: 99 1001	50.00
			17943	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #6386 Receipt Date: 01/30/15 Paid by: MARIA BORTA Issued..: T0 (DEVON) Jan 30 2015 09:23 am Devon Lazzarino	Db: 99 1001	40.00
			17944	C	Mis	UUT	UTILITY USERS TAX DECEMBER 2014 UUT - ELECTRIC Receipt Date: 01/30/15 Paid by: CONSTELLATION NEW ENERGY Issued..: T0 (DEVON) Jan 30 2015 09:24 am Devon Lazzarino	Db: 99 1001	42.50
			17958	C	Mis	EFT20	LAI F - INTEREST 4TH QUARTER 2014 INTEREST Receipt Date: 01/15/15 Paid by: LAIF Issued..: T0 (DEVON) Jan 15 2015 02:31 pm Devon Lazzarino	Db: 10 1008	2678.60
			17959	C	Mis	OPEB	OPEB INTEREST JANUARY 2015 INTEREST Receipt Date: 01/30/15 Paid by: RABOBANK Issued..: T0 (DEVON) Jan 30 2015 02:43 pm Devon Lazzarino	Db: 10 1004	21.15
			17961	C	Mis	INT01	INTEREST IN CHECKING JANUARY 2015 INTEREST Receipt Date: 01/30/15 Paid by: RABOBANK Issued..: T0 (DEVON) Jan 30 2015 03:14 pm Devon Lazzarino	Db: 99 1001	7.66
			17962	C	Mis	CDINT	CD INTEREST JANUARY 2015 INTEREST Receipt Date: 01/30/15 Paid by: RABOBANK Issued..: T0 (DEVON) Jan 30 2015 08:20 am Devon Lazzarino	Db: 10 1020	7.31
									Day 01/30/15 Total ----> 2917.22
									Period 01-15 Total ----> 629908.11
									Register 000 Total ----> 629908.11

									Total of All Registers ----> 629908.11

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 Run by.: Linda Scholink

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Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
027670	ASSURANT EMPLOYEE BENEFIT	JANUARY 2015 LTD PREMIUMS	01/02/15	457.03
027670	A.T. & T.	DECEMBER 2014 POLICE CLETS PHONE LINE	01/02/15	41.19
027670	CAL-AM WATER	DECEMBER 2014 WATER BILL - 1 SYLVAN	01/02/15	115.73
027670	CAL-AM WATER	DECEMBER 2014 WATER BILL - 320 ELDER	01/02/15	45.19
027670	CAL-AM WATER	DECEMBER 2014 WATER BILL - 600 DIAS	01/02/15	36.84
027671	CALIFORNIA BUILDING STANDARDS	4TH QUARTER 2014 CBSC FEES	01/02/15	5.00
027672	CANON SOLUTIONS AMERICA, INC.	NOVEMBER 2014 COPY MACHINE USAGE	01/02/15	364.36
027673	CHIEF SUPPLY	3 NIK TEST KITS FOR POLICE	01/02/15	51.16
027674	CALIFORNIA LAW	JANUARY 2015 POLICE LTD PREMIUMS	01/02/15	196.00
027675	CORBIN WILLITS SYSTEMS	JANUARY 2015 TECH SUPPORT - MOM	01/02/15	219.35
027676	CRITICAL REACH	2015 APBNET CRIME BULLETIN SERVICE RENEWAL	01/02/15	145.00
027677	DEPT. OF CONSERVATION	4TH QUARTER 2014 STRONG MOTION FEES	01/02/15	19.88
027678	DEARBORN NATIONAL LIFE INSURAN	JANUARY 2015 LIFE INSURANCE PREMIUMS	01/02/15	344.00
027679	GUARDIAN	JANUARY 2015 DENTAL PREMIUMS	01/02/15	3370.49
027680	HAYASHI & WAYLAND	NOVEMBER 2014 AUDIT/MANAGEMENT SERVICES	01/02/15	1479.45
027681	OHIO NATIONAL LIFE	JANUARY 2015 LIFE INSURANCE PREMIUMS	01/02/15	105.08
027682	DAVID PENDERGRASS	JANUARY 2015 PAYROLL	01/02/15	1513.37
027683	PITNEY BOWES	REPLENISH POSTAGE MACHINE	01/02/15	300.00
027684	PURE HEALTH SOLUTIONS, INC.	DECEMBER 2014 DRINKING WATER FOR OFFICE	01/02/15	64.75
027685	SAND CITY POLICE OFFICERS	JANUARY 2015 POA DUES	01/02/15	315.00
027686	SHELL OIL COMPANY	FUEL FOR POLICE VEHICLE TRANSPORT TO MARTINEZ	01/02/15	30.22
027687	MARY ANN WEEMS	FOR JANUARY 2015	01/02/15	184.38
027688	BALESTERI UNLIMITED CATERING,	2014 EMPLOYEE LUNCHEON	01/06/15	577.00
27668A	PERS - MEDICAL	JANUARY 2015 PERS HEALTH PREMIUMS	01/09/15	14665.28
27668B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 12/31/14	01/09/15	233.49
027689	RABOBANK VISA CARD	FUEL/SUPPLIES FOR CITY REQUIRED REPRESENTATION	01/13/15	242.54
027690	AFLAC	DECEMBER 2014 AFLAC PREMIUMS	01/13/15	1009.41
027691	AT&T	DECEMBER 2014 POLICE OUTSIDE PHONE LINE	01/13/15	71.78
027692	A.T. & T.	DECEMBER 2014 POLICE CLETS PHONE LINE	01/13/15	41.19
027693	AVAYA, INC	DECEMBER 2014 TELEPHONE LEASE	01/13/15	244.44
027694	MATTHEW BENDER & CO., INC.	2015 PERS RETIREMENT LAW BOOK	01/13/15	60.96
027695	TODD BODEM	REIMBURSE FITNESS INITIATION FEE - FAMILY	01/13/15	100.00
027696	CALIFORNIA HIGHWAY	JANUARY 2015 HIGHWAY CLEAN UP	01/13/15	295.00
027697	CITY OF GONZALES	MTRY COUNTY SOLID WASTE SYSTEM ANALYSIS	01/13/15	401.04
027698	MONTEREY COUNTY WEEKLY	DECEMBER 2014 CO-OP ADVERTISING	01/13/15	1076.00
027699	COMCAST	JANUARY 2015 POLICE INTERNET	01/13/15	133.89
027700	HSBC BUSINESS SOLUTIONS	DECEMBER 2014 SUPPLIES	01/13/15	732.49
027701	CSMFO	1/22/15 CHAPTER MEETING - LINDA	01/13/15	40.00
027702	CYPRESS COAST FORD	FILTER/OIL/FLUIDS/ALTERNATOR FOR POLICE UNIT 95	01/13/15	1054.25
027703	DEL REY OAKS CAR WASH	3 CAR WASHES FOR POLICE	01/13/15	42.00
027704	DISASTER KLEENUP, INC.	CLEAN CITY HALL/POLICE/COUNCIL CARPETS	01/13/15	1031.50
027705	DIVISION OF THE STATE ARCHITECT	4TH QUARTER 2014 STATE CASP FEE	01/13/15	4.50
027706	G&G PAINTING, INC.	REFUND OVERPAYMENT OF ONE TIME ONLY BUS LICENSE	01/13/15	100.00
027707	HEISINGER BUCK AND MORRIS	DECEMBER 2014 REIMBURSABLE ATTORNEYS COSTS	01/13/15	8.60
027708	HOME DEPOT CREDIT SERVICE	DECEMBER 2014 SUPPLIES	01/13/15	179.31
027709	LEAGUE OF CALIF. CITIES	2015 MEMBERSHIP RENEWAL - LOCC	01/13/15	72.00
027709	LEAGUE OF CALIF. CITIES	2015 MEMBERSHIP RENEWAL - MTRY BAY DIVISION	01/13/15	150.00
027710	MISSION UNIFORM SERV. INC	DECEMBER 2014 LAUNDRY SERVICE	01/13/15	690.39
027711	MONTEREY PENINSULA	2015 MEMBERSHIP RENEWAL	01/13/15	7165.00
027712	OFFICE DEPOT, INC.	DECEMBER 2014 SUPPLIES	01/13/15	1143.73
027713	DAVID PENDERGRASS	FY 14-15 VISION REIMBURSEMENT	01/13/15	200.00
027714	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	01/13/15	220.39
027715	RED SHIFT INTERNET SRVCS	JANUARY 2014 CITY & POLICE DSL	01/13/15	93.89
027716	RENTAL DEPOT - MONTEREY	LIF RENTAL FOR CITY BANNERS	01/13/15	227.30
027717	CRAIG RIDDELL	2015 WEST END - WEBSITE/ADS	01/13/15	1000.00
027718	DAVID W. JANSEN	LINDA/CONNIE ISSUES-DEVON PRINTER-TODD CALENDAR	01/13/15	420.00
027718	DAVID W. JANSEN	POLICE - PATROL 1/WATCHGUARD/CHIEF	01/13/15	273.00
027718	DAVID W. JANSEN	POLICE - PATROL 2 ISSUES/2&3 MAINTENANCE	01/13/15	315.00
027719	SECURE DIRECT IDENTIFICATION	CITY ID CARD FOR TODD BODEM	01/13/15	10.70
027719	SECURE DIRECT IDENTIFICATION	RETIRED POLICE ID CARD FOR JAMES PATTY	01/13/15	15.27
027720	STEPHEN L. VAGNINI	2015 WEST END COORDINATOR - JANUARY PAYMENT	01/13/15	5000.00
027721	STURDY OIL COMPANY	12/15/14 TO 12/31/14 FUEL COSTS	01/13/15	415.23
027722	RABOBANK VISA CARD	DEPOSITION PARKING/SPAM BULLY	01/13/15	203.60
27668C	PERS - MEDICAL	DECEMBER 2014 PERS RETIREMENT CONTRIBUTIONS	01/15/15	51832.67
027723	AT & T	DECEMBER 2014 POLICE TRACNET PHONE LINE	01/20/15	96.26
027724	AT&T	DECEMBER 2014 TELEPHONE BILLS	01/20/15	1049.83
027725	BEST BEST & KRIEGER	DECEMBER 2014 POTENTIAL LITIGATION - SEASIDE	01/20/15	10077.59
027726	BMI	2015 MUSIC LICENSE FEE/WEST END	01/20/15	335.00
027727	COMCAST	JANUARY 2015 POLICE & P/W INTERNET/P/W PHONE	01/20/15	199.72
027728	CREEGAN & D'ANGELO	DECEMBER 20154 CITY ENGINEER SERVICES	01/20/15	17490.00
027729	DYNA CLEAN SERVICES	JANUARY 2015 OFFICE CLEANING	01/20/15	250.00
027730	THE HERALD	DAILY NEWSPAPER SUBSCRIPTION RENEWAL	01/20/15	116.07
027731	HYATT REGENCY SAN FRANCISCO	HOTEL FOR CITY MANAGER'S CONFERENCE - TODD	01/20/15	532.69
027732	MONTEREY BAY AREA SELF INSURAN	FY 14-15 LIABILITY PREMIUM BALANCE DUE	01/20/15	41489.00
027733	CITY OF MONTEREY	JANUARY 2015 STREET SWEEPING	01/20/15	2097.00
027733	CITY OF MONTEREY	NOVEMBER 2014 BUILDING INSPECTION FEES	01/20/15	162.00
027734	MONTEREY COUNTY ANIMAL	2ND QUARTER FY 14-15 ANIMAL CONTROL FEES	01/20/15	320.00
027734	MRWMD	DECEMBER 2014 REFUSE CHARGES	01/20/15	130.42
027734	NCCCA	1/30/15 CITY CLERKS DIVISION MEETING - LINDA	01/20/15	40.00
027737	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	01/20/15	64.98
027738	PACIFIC GAS & ELECTRIC	DECEMBER 2014 UTILITY BILLS	01/20/15	2332.60

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Check Number	Vendor Name	Invoice Description	Check Date	Gross	Check Amount
027739	PACIFIC MUNICIPAL CONSULT	DECEMBER 2014 WEBSITE UPDATES	01/20/15		172.50
027740	VERIZON WIRELESS	DECEMBER 2014 CELL PHONE BILLS	01/20/15		1011.52
0	WATCH GUARD	SOFTWARE/HARDWARE 5 YEAR PROTECTION PLAN	01/20/15		2032.30
2	ADP, INC	12/5/14 ADP TRAINING WEBINAR - DEVON	01/23/15		90.00
027742	BIG SUR HEALTH CENTER	DONATION IN MEMORY OF BREYER JAY HAWTHORNE	01/27/15		200.00
027743	COMMUNITY HUMAN SERVICES	FY 2014-2015 DONATION	01/27/15		500.00
027744	COMCAST	JANUARY 2015 CITY INTERNET/COUNCIL TV	01/27/15		81.62
027745	DEPARTMENT OF JUSTICE	FINGERPRINTS FOR NEW CITY ADMINISTRATOR	01/27/15		32.00
027746	FIRST ALARM SECURITY	2/1/15 TO 4/30/15 CITY AND P/W SECURITY	01/27/15		626.13
027747	HOPE SERVICES	DECEMBER 2014 CLEAN UP CREW	01/27/15		4187.15
027748	LB CONSTRUCTION	REFUND OVERPAYMENT OF ONE TIME ONLY BUSINESS LICEN	01/27/15		160.00
027749	MONTEREY BAY ECONOMIC PARTNERS	MBEP ECONOMIC SUMMIT - 1/29/15	01/27/15		75.00
027750	M.C.P.O.A.	SHOOTING RANGE USE FOR POLICE	01/27/15		425.00
027751	CITY OF MONTEREY	JANUARY - JUNE 2015 FIRE SERVICES	01/27/15		127716.00
027752	MONTEREY PENINSULA	1/28/15 ANNUAL MEMBERSHIP LUNCHEON	01/27/15		135.00
027753	PITNEY BOWES	10/30/14 TO 1/30/15 POSTAGE MACHINE LEASE	01/27/15		521.25
027754	PUBLIC EMPLOYEES RET. SYS	2015 REPLACEMENT BENEFIT CONTRIBUTION	01/27/15		6040.56
027755	PETTY CASH - TO BE CASHED BY	REPLENISH PETTY CASH	01/27/15		56.15
027756	PACIFIC MUNICIPAL CONSULT	DECEMBER 2014 WEB HOSTING FEE	01/27/15		160.00
027757	RENTAL DEPOT - MONTEREY	VIB PLATE RENTAL FOR FIR STREET	01/27/15		110.62
027758	DAVID W. JANSEN	HP 4250 PRINTER FOR DEVON	01/27/15		537.27
027758	DAVID W. JANSEN	TODD CALENDAR/FINANCE SYSTEM UPDATES	01/27/15		315.00
027759	SEASIDE PONY BASEBALL	FY 2014-2015 DONATION	01/27/15		500.00
027760	VERONICA HARLAN	REIMBURSE FY 14-15 VISION EXPENSE	01/27/15		200.00
027760	VERONICA HARLAN	REIMBURSE FY 14-15 VISION EXPENSE	01/27/15		150.98
027761	STURDY OIL COMPANY	1/1/15 TO 1/15/15 FUEL COSTS	01/27/15		593.45
027762	CALPERS 457 PLAN	JANUARY 2015 PERS 457 CONTRIBUTIONS	01/30/15		10675.00

Grn-Total:
Ttl-Count: 108

335283.97

Successor Agency

REPORT.: 02/24/15
 RUN....: 02/24/15
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: January 31, 2015 Fiscal (07-15)

Assets			Acct ID

Debt Service Tax Increment Account	656,126.91	40	1005
Debt Service 2008 TAX EXEMPT CD #6998114883	525,269.44	40	1025
Debt Service 2008 TAX EXEMPT CD # 535671579	530,591.49	40	1026
Debt Service 2008A RESERVE ACCOUNT	8,834.01	40	1060
Debt Service Bank of Baroda- CD	200,000.00	40	1065
Debt Service Comenity Capital Bank- CD	245,000.00	40	1066
Debt Service Goldman Sachs-USA New York- CD	245,000.00	40	1067
Debt Service 2008B RESERVE ACCOUNT	5,059.57	40	1070
Debt Service 2008B Cost of Issuance	0.02	40	1071
Debt Service 2008B Debt Service Fund	0.99	40	1072
Debt Service GE-Capital Retail Bank-CD	120,000.00	40	1075
Debt Service Land	2,525,709.76	40	1291
Debt Service FURNITURE AND FIXTURES	40,218.25	40	1293
Debt Service SIGNS AND LANDSCAPING	182,630.99	40	1297
Debt Service ACCUMULATED DEPRECIATION	-204,590.87	40	1300

Total of Assets ---->	5,079,850.56		5,079,850.56
=====			

Liabilities			Acct ID

Debt Service Accounts Payable	87,862.17	40	2001
Debt Service REFUNDABLE FEES	1,455,000.00	40	2045
Debt Service GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Debt Service LOAN PAYABLE-HOUSING	685,052.00	40	2452
Debt Service LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Debt Service ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Debt Service SERIES A BONDS	5,805,000.00	40	2480
Debt Service SERIES B BONDS	1,540,000.00	40	2485
Debt Service ORIGINAL ISSUE DATE SERIES B	215,641.00	40	2487

Total of Liabilities ---->	19,519,379.50		

FUND Balances			Acct ID

Debt Service Unappropriated Fund Balance	-15,168,274.14	40	3400
CURRENT EARNINGS	728,745.20		

Total of FUND Balances ---->	-14,439,528.94		5,079,850.56
=====			

REPORT.: Feb 24 15 Tuesday
 RUN....: 02/24/15 Time: 11:35
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 01-15

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

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L Posting	Amt Paid
000	01-15	01/30/15	00184	C	Mis	BND04		3 MONTH TAX EXEMPT BOND INTEREST JANUARY 2015 INTEREST Receipt Date: 01/30/15 RABOBANK	Db: 40 1025 Cr: 40 4435 00	22.61
			00185	C	Mis	BND05		Issued..: T0 (DEVON) Jan 30 2015 08:27 am Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST JANUARY 2015 INTEREST Receipt Date: 01/30/15 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.85
			00186	C	Mis	PRP01		Issued..: T0 (DEVON) Jan 30 2015 08:29 am Devon Lazzarino PROPERTY TAX INCREMENT JANUARY 2015 INTEREST Receipt Date: 01/30/15 Paid by: RABOBANK	Db: 40 1005 Cr: 40 4450 00	170.02
								Issued..: T0 (DEVON) Jan 30 2015 08:33 am Devon Lazzarino	Day 01/30/15 Total ---->	215.48
									Period 01-15 Total ---->	215.48
									Register 000 Total ---->	215.48
									Total of All Registers ---->	215.48

REPORT.: Feb 24 15 Tuesday
RUN....: Feb 24 15 Time: 11:32
Run By.: Linda Scholink

SUCCESSOR AGENCY
Month End Payable Activity Report
Report for 01-15

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

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
01-15	CAL01 (CAL AM WATER)	B50105H	12/24/14	01/23/15	A	25.43	DECEMBER 2014 WATER BILL - 525 ORTIZ
01-15	HAY01 (HAYASHI & WAYLAND)	239659H	12/08/14	01/07/15	A	90.00	NOVEMBER 2014 MANAGEMENT SERVICES
01-15	MPU01 (MONTEREY PENINSULA UNIFIED)	012615H	01/26/15	02/25/15	A	215641.00	FINAL PASS THROUGH PAYMENT/LEA SETTLEMENT

Total of Purchases -> 215756.43

AGENDA ITEM

5C

MEMO

To: Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: March 3, 2015
Subject: Adopt City Resolution Approving Amendment to City Administrator Employment Agreement

City staff completed a cost benefit analysis showing it's rational for using the Crime Insurance Program in lieu of purchasing Public Official bonds for each City Officer.

At the January 20, 2015, Council meeting, the Sand City Council approved the purchase of a Crime Insurance policy to provide necessary coverage for city officials in lieu of the Public Official bonds previously in place.

On February 3, 2015, the Sand City Council approved an ordinance deleting the bond requirements under Section 2.50.040 of the Sand City Municipal Code. Since the Council approved the Ordinance deleting the bond requirements from the Sand City Municipal Code, the City Administrator's employment contract should now be amended to delete the requirement for a bond.

Staff Recommendation

Adopt City resolution approving an amendment to City Administrator Employment Agreement: Paragraph 15 of the Agreement shall be deleted in its entirety.

**CITY OF SAND CITY
RESOLUTION SC _____, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
APPROVING AN AMENDMENT TO THE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

WHEREAS, at its January 20, 2015 Council meeting, the City Council approved the purchase of a Crime Insurance Policy by Resolution SC 15-05, 2015, to provide necessary coverage for City officials in lieu of Public Official Bonds; and

WHEREAS, at the February 3, 2015, the City Council passed and adopted Ordinance No. 15-02, 2015 deleting Section 2.50.040 of the Sand City Municipal Code requiring a Corporate Surety Bond for the City Administrator; and

WHEREAS, the current employment agreement with the City Administrator should now be amended to reflect the above referenced actions by deleting the requirement that the City Administrator maintain a faithful performance surety bond.

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

1. The Amendment to the City Administrator Employment Agreement attached hereto marked Exhibit "A" is hereby approved.

2. The Mayor is hereby authorized and directed to execute the attached Amendment to the City Administrator Employment Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Sand City on this 3rd, day of March, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

David K. Pendergrass, Mayor

Linda K. Scholink, City Clerk

AMENDMENT TO
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Amendment is to that certain City Administrator Employment Agreement (“**Agreement**”) made October 8, 2014, by and between the City of Sand City, a municipal corporation (“**City**”) and Todd Bodem (“**Bodem**”).

RECITALS

A. Sand City Municipal Code section 2.50.040 has recently been amended to delete the requirement that the City Administrator maintain a faithful performance bond.

B. Sand City has recently purchased insurance covering losses occurring from unfaithful actions by all its employees, including the City Administrator, in lieu of the public official bonds previously purchased by the City.

C. The requirement under paragraph 15 of the Agreement that Bodem “maintain on file with City a faithful performance surety bond in an amount determined by the City”, and further requires the City to “bear the full cost of any fidelity or other bond required for the City Administrator under this Agreement or any law or ordinance” is no longer necessary.

NOW THEREFORE, the Agreement shall be amended as follows:

1. Paragraph 15 of the Agreement shall be deleted in its entirety.
2. In all other respects, the Agreement shall remain in force as initially executed.

Dated: _____

By: _____

Todd Bodem, City Administrator

City of Sand City

Dated: _____

By: _____

David K. Pendergrass, Mayor

Attest:

Linda K. Scholink, City Clerk

**CITY OF SAND CITY
RESOLUTION SC 15-05, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
THE PURCHASE OF CRIME INSURANCE FROM ALLIANT CRIME INSURANCE
PROGRAM IN LIEU OF PUBLIC OFFICIAL BONDS FOR VARIOUS CITY OFFICIALS**

WHEREAS, State Law requires that public officials obtain a surety bond for faithful performance as required by their office and/or position; and

WHEREAS, pursuant to Government Code Section 1463, a government crime insurance policy, including faithful performance may be provided as an alternative to the public official bond; and

WHEREAS, the City of Sand of Sand City is currently bonded through Carmel Insurance Company at a cost of \$1360 billed annually; and

WHEREAS, City Staff has conducted a cost benefit analysis comparing coverage of a Crime Insurance Policy against Public Official Bonds for each City officer; and

WHEREAS, the Alliant Insurance Crime Insurance Program offers additional coverage of \$1,000,000 liability limit and \$75,000 in coverage for the cost of investigating claims, at an annual premium rate of \$950; and

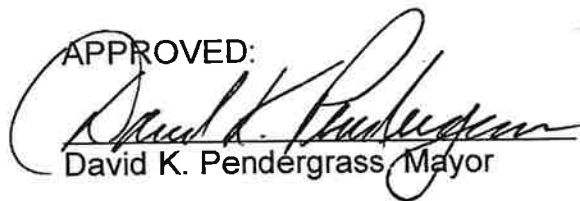
WHEREAS, the Alliant Insurance Crime Program provides additional coverage and benefit as well as a cost savings of \$410 annually.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City authorizing the City Administrator to purchase a Crime Insurance Policy in lieu of Public Official Bonds for City officials.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of January, 2015 by the following vote:

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

APPROVED:


David K. Pendergrass, Mayor

ATTEST:


Linda K. Scholink, City Clerk

**ALLIANT CRIME INSURANCE PROGRAM
2014-2015 PROPOSAL OF INSURANCE
CITY OF SAND CITY**

INSURER: National Union Fire Insurance Company of Pittsburgh, PA
(Chartis)

***A.M. BEST'S GUIDE RATING:** A, Excellent; Financial Size Category 15; \$2,000,000,000 or
(*VERIFIED JANUARY 25, 2013*) Greater

***STANDARD & POOR'S RATING:** (*VERIFIED* A
FEBRUARY 28, 2014)

STATE STATUS: Admitted

POLICY PERIOD: July 1, 2014 to July 1, 2015

EFFECTIVE DATE: To Be Determined

COVERAGE: Government Crime Policy on Discovery form including the following coverages:

- Employee Theft – Per Loss Coverage
- Forgery or Alteration
- Inside the Premises – Theft of Money and Securities
- Inside the Premises – Robbery & Safe Burglary of Other Property
- Outside the Premises (Money, Securities and Other Property)
- Computer Fraud
- Funds Transfer Fraud
- Money Orders & Counterfeit Money

EXCLUSIONS (Including but not limited to):

- Unauthorized disclosure of confidential information
- Governmental Action
- Indirect Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender of Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY REGULATION 194 DISCLOSURE

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the

insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

EVIDENCE OF CRIME INSURANCE

ISSUE DATE (MM/DD/YY)

1/13/15

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER
 ALLIANT INSURANCE SERVICES, INC.
 1301 DOVE STREET, SUITE 200
 NEWPORT BEACH, CA 92660
 PH (949) 756-0271 / FAX (949) 756-2713
 LICENSE NO. DC36861 / SUB-CODE
 CODE

COMPANY
 National Union Fire Insurance Company of Pittsburgh, PA (AIG)

INSURED
 CITY OF SAND CITY
 1 SYLVAN PARK
 SAND CITY, CA 93955

EVIDENCE NUMBER		POLICY NUMBER	
		01-330-98-06	
EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	CONT. UNTIL TERMINATED IF CHECKED	<input type="checkbox"/>
1/1/15	7/1/15		
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
EMPLOYEE THEFT INCLUDING FAITHFUL PERFORMANCE OF DUTY; FORGERY OR ALTERATION; INSIDE PREMISES THEFT OF MONEY AND SECURITIES; INSIDE PREMISES ROBBERY AND SAFE BURGLARY OTHER PROPERTY; OUTSIDE THE PREMISES; COMPUTER FRAUD; FUNDS TRANSFER FRAUD; MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$1,000,000 All Lines of Coverage	\$2,500 All Lines of Coverage

REMARKS (INCLUDING SPECIAL CONDITIONS)
 SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.
 ISSUED FOR PURPOSES OF EVIDENCING CRIME INSURANCE COVERAGE UNTIL RECEIPT OF COMPANY POLICY LIST ED ABOVE

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST
 NAME AND ADDRESS

 EVIDENCE OF COVERAGE

NATURE OF INTEREST

<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> (OTHER) EVIDENCE OF COVERAGE

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

CITY OF SAND CITY

ORDINANCE 15-02, 2015

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY
DELETING SECTION 2.50.040 OF THE SAND CITY MUNICIPAL CODE
REQUIRING A CORPORATE SURETY BOND FOR THE CITY
ADMINISTRATOR**

WHEREAS, Section 2.50.040 of the Sand City Municipal Code presently requires the City Administrator to obtain a corporate surety bond for faithful performance of the City Administrator's duties in an amount to be determined by the City Council; and

WHEREAS, State law allows the City to obtain insurance coverage in lieu of corporate surety bonds for City Officials; and

WHEREAS, the City Council has resolved that it is in the best interests of the City to obtain a policy or policies of insurance which provide much broader coverage against losses caused by the City Administrator than coverages afforded by a Public Official Bond.

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

SECTION 1: Section 2.50.040 of the Sand City Municipal Code is hereby deleted.

SECTION 2: This Ordinance shall take effect thirty (30) days after its passage.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of February, 2015, by the following vote:

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

APPROVED:


David 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: March 3, 2015
Subject: A Resolution of the City Council of the City of Sand City, County of Monterey, State of California, Intention to Approve the Amended Joint Powers Agreement, Monterey Bay Area Self Insurance Authority (MBASIA)

Background

The City has been a member of the MBASIA since 1986. The Authority was established via a Joint Powers Agreement (JPA) in order to pool risk for liability and workers' compensation insurance. This was done in order to control costs and provide more effective programs in these areas. The JPA currently consists of 10 member Cities: Capitola, Del Rey Oaks, Gonzales, Greenfield, Hollister, King City, Marina, Sand City, Scotts Valley, and Soledad. Over the years, MBASIA has been very effective in controlling costs and has been the source of good information, best practices, effective administration, and case management of the City's liability and workers' compensation insurance programs.

From time to time, the need arises to update, amend, clarify, delete, and add to the JPA that governs MBASIA. As reflected in the letter from the Authority's Program Administrator, two-thirds (2/3), or seven (7) members are required to approve changes to the JPA.

Review and Analysis

The following is a description of material changes to the JPA Agreement:

1. Deletes reference to Seaside, they are no longer a Member.
2. Clarifies "insurance" to include re-insurance and excess insurance.
3. Adds and defines Program Administrator as the contract service firm appointed by the Board of Directors to administer the Authority.
4. Clarifies Article 14. Coverage Programs. Added clarification on insurance limits and the responsibility of members compared to the Authority.
5. Clarifies Article 21. Involuntary Termination. Added the following language:

The Authority may expel any Member Agency, with or without cause, as a participant in any program or as a member of the Authority by a two-thirds vote of the Board and 90-days' notice.

6. Clarifies Article 22. Effect of Withdrawal or Involuntary Termination. It restates that if a program has a negative net position, a Member cannot take assets from a program with a positive net position. Both programs must be solvent to withdrawal and receive a distribution of assets.

Most of the changes are not significant, except for the clarification and addition of the section to terminate a member. The termination provision was added because it arose out of discussions at the Board's Annual Long Range Planning Session. While the Board never expects to terminate a member, it is conceivable that the exposure presented by a member could be so great that it would put the rest of the pool and by extension, member Cities at risk, thus leaving the Board no choice but to terminate.

Staff Recommendation

It is recommended that your Council review and adopt Resolution No _____, A Resolution of the City Council of the City of Sand City, County of Monterey, State of California, Approving the Amended Joint Powers Agreement with the Monterey Bay Area Self Insurance Authority.

February 5, 2015

Board of Directors

Amendment to MBASIA's JPA Agreement

Member Cities

Capitola
Del Rey Oaks
Gonzales
Greenfield
Hollister
King City
Marina
Sand City
Scotts Valley
Soledad

Members of MBASIA:

The City of Sand City is a Member of Monterey Bay Area Self Insurance Authority (MBASIA), which is a Joint Powers Insurance Authority that provides insurance coverage to your City for Liability and Workers Compensation. MBASIA recently conducted a Long Range Planning meeting in which with Board of Directors took action to create an Ad Hoc Committee to review the Joint Powers Agreement.

The Ad Hoc Committee reviewed the JPA Agreement with MBASIA's Attorney and sent a draft amendment to each Member's Representative on December 30, 2014 requesting feedback. No suggested changes were made, and MBASIA's Board of Directors voted to approve the proposed changes on February 2, 2015.

In order to approve the changes to the JPA Agreement, the Agreement requires approval by City Council. As soon as the amendment is authorized by two-thirds of the member agencies, the amendment will be binding for all members.

Attached you will find a draft resolution to be adopted by your City Council, the revised JPA Agreement, as well as a redline version of the JPA Agreement for informational purposes.

If you have any questions or concerns, please don't hesitate to contact me,

Conor Boughey
MBASIA's Contract Program Administrator
100 Pine Street, 11th Floor
San Francisco, CA 94111
cboughey@alliant.com
(415) 403-1411

Cc: Vince Hurley, MBASIA's Legal Counsel
Michael Simmons, Alliant Insurance Services
Daniel Dawson, MBASIA's Board Chair

**CITY OF SAND CITY
RESOLUTION SC ___, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY,
COUNTY OF MONTEREY, STATE OF CALIFORNIA,
INTENTION TO APPROVE THE AMENDED JOINT POWERS AGREEMENT,
MONTEREY BAY AREA SELF INSURANCE AUTHORITY**

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by joint powers agreement, provide insurance for any purpose by anyone or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the City of Sand City is currently a member of a Joint Powers Agreement through Monterey Bay Area Self Insurance Authority (MBASIA); and

WHEREAS, MBASIA is restructuring its governing documents; and

WHEREAS, for the purpose of continuing liability and workers compensation insurance coverage in MBASIA's insurance pool, and as a result of this amendment to the governing documents, the City of Sand City will execute the amended Joint Powers Agreement attached hereto and incorporated herein as Exhibit A.

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

Section 1. The City Council does hereby give notice of intention to approve the Joint Powers Agreement, as amended February 2, 2015, approving MBASIA's amended Joint Powers Agreement, the terms and conditions contained therein, a copy of said agreement being attached hereto as "Exhibit A" and by this reference made a part hereof; and

Section 2. The City Administrator may execute said Joint Powers Agreement on behalf of the City of Sand City.

Section 3. This Resolution is effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd, day of March, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

David K. Pendergrass, Mayor

Linda K. Scholink, City Clerk

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
RELATING TO THE
MONTEREY BAY AREA SELF-INSURANCE AUTHORITY**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (the 'Agreement') is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by anyone or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for Members of the Monterey Bay Area Self-Insurance Authority, formerly known as the Monterey Bay Area Self-Insurance Fund ("Authority"); and

WHEREAS, the Members have previously executed that certain Joint Powers Agreement establishing the Monterey Bay Area Self-Insurance Fund, which the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

NOW, THEREFORE, the cities of Capitola, Gonzales, Greenfield, Hollister, King City, Marina, Scotts Valley, Soledad, Sand City, and Del Rey Oaks, each of them in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, do hereby agree as follows:

Article 1, Definitions, The following definitions shall apply to the provisions of this agreement:

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5 Division 7, Title 1 of the California Government Code, as amended or supplemented.

"Assessment" means an amount in addition to the Member's or Former Member's Contribution which the Board of Directors determines in accordance herewith and/or that a Member or Former Member owes on account of its participation in, or the financing of, a program for a given Program year.

"Authority" shall mean the Monterey Bay Area Self-insurance Authority initially created by the original Joint Powers Agreement Relating to the Monterey Bay area Self-Insurance Fund.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bonds" shall mean bonds, notes or other obligations issued or incurred by the Authority in order to finance or refinance any program of Claims.

"Bylaws" means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

"Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

"Contribution" means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the program year in exchange for the benefits provided by the Program, including all amounts necessary to pay claims, debt service on Bonds and all other costs or expenses of a Program.

"Director" shall mean the city manager, city administrator or appointee of a member, or an alternate appointed by a city manager.

"Duly Constituted Board Meeting" shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined in accordance with the Bylaws to be present at the beginning of the meeting.

"Estimated Contribution" means the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Program or a Program Year.

"Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.

"Former Member" shall mean a city or other public entity which was a signatory to the Agreement but which has withdrawn from or been involuntarily terminated from participating in the Authority.

"Insurance" shall mean that, primary, excess or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-Insurance retention maintained by the Authority.

"Joint Protection Program" means a program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

"Member" shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

"Program" or "Programs" means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

"Program Administrator" shall mean the employee or contract service firm appointed by the Board of Directors of the Authority to administer the Authority.

"Retained Earnings", as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code Section 990, 990A, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers' compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, namely the Monterey Bay Area Self-Insurance Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide; to the extent permitted by law; for the inclusion at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to, and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19, 20 and 21, or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 34 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 28 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Monterey Bay Area Self-Insurance Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the

members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority.

(a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following:

(1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

(2) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

(3) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;

(4) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

(5) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;

(6) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;

(7) to employ agents and employees, and/or to contract for such services;

(8) to incur long term debt, including the issuance of Bonds, notes and liabilities or other obligations to finance the Programs if seventy-five percent (75%) of the Members voting agree, and enter into agreements with respect thereto and to exercise any other powers available to the Authority under Article 2 or Article 4 of the Act;

(9) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;

(10) to sue and be sued in its own name;

(11) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be set forth in the Bylaws.

The Board of Directors shall be composed of a Director from each Member that has executed the Agreement and is participating in a Joint Protection Program. Each director on the Board shall have one vote. Each director on the Board shall serve as set forth in the Bylaws.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors Shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to exercise all powers to conduct all business of the Authority;
- (b) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;
- (c) to determine and select all insurance, including Excess or Re-Insurance, necessary to carry out the programs of the Authority;
- (d) to contract for, develop or provide through its own employees various services for the Authority;
- (e) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (f) to receive and act upon reports of committees and from the Chief Executive Officer;
- (g) to appoint staff, including a Program Administrator, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (h) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (i) to fix and collect from time to time Contributions and Assessments for participation in the Programs;
- (j) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;

(k) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;

(l) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;

(m) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;

(n) to establish policies and procedures for the operation of the Authority and the Programs;

(o) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;

(p) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and actions of the Authority;

(q) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;

(r) to transact any other business which is within the powers of the Board of Directors;

(s) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;

(t) to incur indebtedness for the Authority or provide for the issuance of Bonds, and to establish the terms and conditions of such indebtedness;

(u) to provide financial administration, claims management services, legal representations, safety engineering, annual audits, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;

(v) to exercise general supervisory and policy control over the Program Administrator;

(w) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority;

(x) to take such actions as may be necessary to enforce this Agreement against any Member; and

(y) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Committees of the Board. Committees established by the Board shall be standing or special. Each committee shall exercise such power and carry out such

functions as are designated by this Agreement or the Bylaws or as delegated to it by the Board or an Executive Committee. Except as otherwise provided by the Board, or these Bylaws, such committees shall be advisory only and subject to the control of the Board or an Executive Committee, Whichever appoints them. Except as may otherwise be provided by the Board, or by these Bylaws, any expenditure of funds by a committee shall require prior approval by the Board.

Article 11. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the Directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other case, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 12. Extension of Agreement. The provisions of this agreement may be extended to incorporate "pooling" of other forms of insurance, including fire insurance and liability insurance, under such conditions as are stated in an appropriate addendum to this agreement, provided each agency participating herein consents in writing to such increased or additional purpose and power.

Article 13. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this agreement. In the event any provision of the Bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 14. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors, Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Insurance. The Authority Shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members. If insurance limits purchased are insufficient for the settlement of a claim or a judgment, the amount in excess of the covered amount is the responsibility of the member.

Article 15, Accounts and Records,

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as determined by the Board of Directors to be necessary or advisable and as may be required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture, trust agreement, or resolution relating to the issuance of Bonds and providing for the investment of monies held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to California Government Code Sections 53601 *at seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The various funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data process, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors

Article 17. Duties and Responsibilities of Members. Members or Former Members shall have the following duties and responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors,

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 22 or 23 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such, other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board, deems appropriate.

Article 19. Voluntary Withdrawal of a Member.

Subject to Article 20, any member may voluntarily withdraw from the Authority if that Member has participated in the Authority for a minimum of three full Program years, and the Member's governing board gives notice to the Board of Directors of the Authority no later than March 1st of the preceding fiscal year of the Member's intent to withdraw from the Authority,

If withdrawal is permitted as set forth above, the Member's participation in the Authority shall terminate at the end of the fiscal year in which notice was given, provided, however, that any Member desiring to leave the Authority shall remain liable for all expenses in excess of Contribution until Claims of the withdrawing Member are settled and obligations to claimants met, the Member formally withdraws from the Authority, and the Member acknowledges that it has no interest in any of the assets of the Authority.

If additional funds are required to settle Claims or obligations of the terminating Member the Board may declare and collect the Assessments or Contributions necessary from the Member. After all Claims and obligations of the terminating Member are met the Board shall determine if any refund of Assessment or Contribution is due and refund such amount.

Article 20. Worker's Compensation Program Financing Requirements

Each Member acknowledges that the Authority intends to issue, during calendar year 2004, Bonds in order to fund reserves that the Authority has determined are currently inadequate for the Claims to be paid by the Authority with respect to its worker's compensation program incurred prior to June 30, 2003, and that the debt service on such Bonds will be payable primarily from a portion of the annual worker's compensation Contributions paid by each Member for the Claims incurred prior to June 30, 2003. Accordingly, each Member agrees and acknowledges that, so long as any such Bonds are outstanding or any other amounts remain owing with respect thereto, (i) that it will not withdraw from the Authority (and any attempted withdrawal will be null and void), (ii) that it will obtain its worker's compensation insurance coverage solely through the Authority or in connection with the Authority (except for any self-funded retention and any excess worker's compensation coverage), (iii) that a portion of the worker's compensation Assessments and Contributions charged to the Member will be used to pay debt service on such Bonds, or to provide for costs, expenses, reserves or debt service coverage with respect to such Bonds in an amount as may be required by the documents pursuant which such Bonds are issued, (iv) that the amount of Assessments and Contributions which may be due include all amounts necessary to pay debt service and related costs with respect to any Bonds, as set forth in clause (iii) above, including additional amounts which may become due from time to time as the result of a default by another Member or Former Member, (v) that it will pay, as required

by the bond or note documentation, all of the Assessments and Contributions due to the Authority, (vi) that the Assessments and Contributions will be payable from any source of available funds of the Member, including amounts on deposit in the general fund of the Member, and (vii) that each Member will take such action as may be necessary to include all Assessments and Contributions due in each of its approved budgets, and to amend such budget if necessary to include any Assessment and Contribution amount not included in its original budget, for so long as it remains, a Member of the Authority and to make the necessary appropriations for all such Assessments and Contributions. Notwithstanding the foregoing, if the documentation relating to the Bonds allows for the early retirement of the Bonds, a Member may withdraw from the Authority and have no liability with respect to any future Assessments or Contributions if it prepays its obligations with respect to such Bonds, as such obligations are set forth in the applicable Bond documentation.

Article 21. Involuntary Termination

(a) Notwithstanding the provisions of Article 20 and 21, the Authority Shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority if a Member breaches any duty or responsibility pursuant to Article 17 imposed on Members to this Agreement.

(b) The Authority may expel any Member Agency, with or without cause, as a participant in any program or as a member of the Authority by a two-thirds vote of the Board and 90 days notice.

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 19, 20 and 23.

(d) Any involuntary termination occurring during any period that Bonds, are outstanding shall be subject to the requirement that the obligations of the Member being terminated with respect to such Bonds, are prepaid, either by such Member or by the Authority.

Article 22. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, prior Assessment, prior consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph). If a Member or Former Member withdraws or is involuntary terminated from a program with a negative Net Position, the Member or Former Member will not receive any distribution of assets from either program.

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member or credits to the Member or Former Member for the period of its participation. Such determination shall not be made until all

Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 23(b) of this Agreement. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings applicable to the time of its participation even though such Retained Earnings are declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 23. Termination and Distribution; Assignment.

(a) if no Bonds remain outstanding, this Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment or Contribution in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment or Contribution shall be determined as set forth by the Board or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with the proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program.

(d) Upon termination of this Agreement all net assets of the Authority shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement.

(e) In lieu of terminating this Agreement, the Board, With the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 24. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the non-defaulting party(s) should employ attorneys or incur other expenses for the collection of monies or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party(s).

Article 25. Non-liability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 26. Indemnification and Release. Each Member shall and hereby agrees to indemnify and save the Authority and all other Members harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of such Member in the performance of any of its obligations under this Agreement, or any act or negligence of such Member or any of its agents, contractors, servants, employees or licensees with respect to the coverage provided such Member. No indemnification is made under this section or elsewhere in this Agreement by the Authority or its officers, agents, employee successors or assigns.

Article 27. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 28. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 29. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 30. Agreement Complete. The foregoing constitutes the full and executed Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces all previous agreements..

Article 31. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as fully effective as though executed in one document.

Article 32. California law. This Agreement shall be governed by the laws of the State of California.

Article 33. Severability. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 34. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which at least two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the date indicated below:

Acknowledgment:

Date: [Click here to enter a date.](#)

Todd Bodem, City Administrator
City of Sand City

I hereby certify this amended and Restated Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Joint Powers Agreement.

Date: _____

Michael Simmons, Program Administrator
MONTEREY BAY AREA SELF-INSURANCE AUTHORITY

AGENDA ITEM

5E

Memo

To: City Council
From: City Administrator
Date: February 24, 2015
Subject: Review of City Contributions/Donations

Enclosed is a request from one organization for support and contribution for FY 2014-15. After reviewing this request, the following donation is recommended:

- 1) Seaside High School - \$200

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

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



SEASIDE HIGH SCHOOL

A Community of Excellence – Every Student, Every Day!

Mr. Carlos Moran, Principal

Mrs. Joan Kevorkian, Asst. Principal

Mrs. Beth Wodecki, Asst. Principal

January 27, 2015

Community Member and Supporter of Seaside High School,

The school year is well under way for our Class of 2015 seniors. As in the past, the **Seaside High School PTSA** will be sponsoring a “**Class of 2015 Sober Grad Night Party**”. The party will be held on Graduation Night, **June 5, 2015** at Porter Youth Center in Seaside. Alcohol and drug-free fun is our focus, and the seniors will enjoy an evening of music, games, dancing and prizes.

Each year, we turn to organizations like yours for donations of money, gifts and food items. As in the past, contributions are greatly appreciated, and the generosity of our community has helped to help make our Sober Grad Night Parties a great success. With your help, we know this year will be even greater. Our Sober Grad Night Party is completely donor-funded, and run by an all-volunteer committee. **Your contributions are tax deductible**, as Seaside High School PTSA is a 501©3 organization as defined by the Internal Revenue Service. The names of all our supporters will appear in an ad in the Monterey County Herald. A donation receipt will be provided for your convenience and tax records.

At this time, we are asking for your assistance to make this year’s Sober Grad event a success. We are seeking assistance through monetary donations, gifts, prizes, food donations, and volunteer hours. If you are able to help us this year, please send your contribution to: **Seaside High School Sober Grad Night, Seaside High School PTSA, 2200 Noche Buena Street, Seaside, CA 93955**. If you have any questions, please contact PTSA President Bettina McBee at 831-747-5396. Mr. Carlos Moran, the principal at Seaside High School may also be contacted at 831-392-3530.

A volunteer will contact you in a few weeks to follow up with this request. Thank you in advance for your generosity.

Sincerely,

Lori Miller
Seaside High School PTSA
Sober Grad Co-Chairperson

Principal
Seaside High School **CITY OF SAND CITY**

RECEIVED

FEB 13 2015

Celebrating 50 Years of Excellence in Education

**AGENDA ITEM
5F**

MEMORANDUM

TO: City Council
FROM: Mayor Pendergrass
DATE: February 24, 2015
SUBJECT: FORA Board Meeting, February 13, 2015

The Agenda is enclosed for your reference. FORA agenda materials are usually lengthy. Should you want to review them you may go to the FORA website: www.fora.org. The 2014-15 mid-year budget documents are included for your information.

ITEMS 1 & 2

Procedural.

ITEM 3, CLOSED SESSION

No reportable action(s) taken.

ITEMS 4 & 5

Procedural.

ITEM 6, ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. FORA Board Meeting Protocol – Chair Overview
Chair McConnell's procedure for conducting each agenda item.
- b. March 13, 2015 California Central Coast Veterans Cemetery Ground Breaking Celebration
Ground breaking slated for March 13 (Friday).
- c. FORA Board Annual Legislative Session Schedule
Schedule for Board meeting where once a year, State and Federal local legislators attend and report to the Board about activities/laws that impact FORA.
- d. Report from Dover, Kohl & Partners on Regional Urban Design Guidelines Charrette
Continuing overview and suggested planning criteria for all of FORA's Land use jurisdictions.

ITEM 7 a & b, CONSENT AGENDA

Consent items unanimously passed.

ITEM 8, BUSINESS ITEMS

- a. 2nd Vote: Approve Executive Officer Compensation Adjustment
The second vote passed to adjust the Executive Director's salary and benefits; in past reports, I explained the issues involved. The motion for approval passed 8-4 in favor. I supported the motion.
- b. Rescind Monterey Bay Economic Officer Compensation Adjustment
The motion to rescind this prior action passed on a 9-3 vote (I voted in favor). The MBEP group did not accept FORA's changed requirements on the periodic reporting of MBEP activities for FORA. MaryAnn Leffel, the organizations' president, and the \$100,000 matching grant donor did not agree with FORA's changed position.
- c. FORA FY 2014-15 Mid-Year Budget
Note the attached for details: The Chart was clear about the numbers (dollars) for each item.
- d. Authorize Preston Park Loan Application
First, Marina has agreed on all conditions as preparatory to the sale of FORA's half of the Preston Park properties. It will take time to prepare loan papers and closed escrow for the said property. The current balances of \$19,000,000+, must warrant an extension of this loan to receive monies from Marina that will close the escrow so the City can receive the sold property.
- e. Prevailing Wage Status Report
This discussion has been going on for a few years, and was finalized this evening which clearly states that for any FORA sponsored project, the winning project bidder must pay prevailing wages.

ITEM 9, PUBLIC COMMENT PERIOD

Procedural.

ITEM 10, EXECUTIVE OFFICER'S REPORT

Referenced only. None pulled for separate discussion.

ITEM 11, ITEMS FROM MEMBERS

Procedural.

ITEM 12, ADJOURNMENT

Meeting adjourned at 4:35 P.M.



**REGULAR MEETING
FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS**

Friday, February 13, 2015 at 2:00 p.m.
910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CLOSED SESSION

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – 2 Cases
 - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case Number: M114961
 - ii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M11856

4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

5. ROLL CALL

6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE INFORMATION

- a. FORA Board Meeting Protocol – Chair Overview (pg. 1-2)
- b. March 13, 2015 California Central Coast Veterans Cemetery Ground Breaking Celebration
- c. FORA Board Annual Legislative Session Schedule
- d. Report from Dover, Kohl & Partners on Regional Urban Design Guidelines Charrette

7. CONSENT AGENDA

- a. Approve January 9, 2015 Board Meeting Minutes (pg. 3-6) ACTION
- b. 2015 *Ad-hoc* Advisory Committee Reauthorizations: Veterans Issues
Advisory Committee and Post Reassessment Advisory Committee (pg. 7-9) ACTION
- c. Confirm Chair Appointments to FORA Legislative and Finance Committees (pg. 10) ACTION

8. BUSINESS ITEMS

- a. 2nd Vote: Approve Executive Officer Compensation Adjustment (pg. 11-18) ACTION
- b. Rescind Monterey Bay Economic Partnership Agreement (pg. 19) ACTION
- c. FORA FY 2014-15 Mid-Year Budget (pg. 20-26) ACTION

d. Authorize Preston Park Loan Application (pg. 27)

ACTION

e. Prevailing Wage Status Report (pg. 28-30)

INFORMATION/ACTION

9. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Board on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes. Comments on agenda items are heard under the item.

10. EXECUTIVE OFFICER'S REPORT

a. Outstanding Receivables (pg. 31)

INFORMATION

b. Habitat Conservation Plan Update (pg. 32)

INFORMATION

c. Administrative Committee (pg. 33-39)

INFORMATION

d. Finance Committee (pg. 40-42)

INFORMATION

e. Post Reassessment Advisory Committee (pg. 43-45)

INFORMATION

f. Regional Urban Design Guidelines Task Force (pg. 46-52)

INFORMATION

g. Travel Report (pg. 53-55)

INFORMATION

h. Public Correspondence to the Board (pg. 56)

INFORMATION

11. ITEMS FROM MEMBERS

12. ADJOURNMENT

4:20 ^{PM}

NEXT BOARD MEETING: MARCH 13, 2015

10:30 AM
CENETARY GROUND
BRASKING...
AT GEN STILWELL
CENTER

FY 2014-15 Mid-Year Budget

February 13, 2015 Board Presentation

Michael A. Houlemard, Jr. Executive Officer



ALL FUNDS COMBINED - SUMMARY

CATEGORIES	FY 14-15 Adopted	Adjustments Increase (decrease)	FY 14-15 Mid-Year
REVENUES			
TOTAL REVENUES	<u>10,741,038</u>	<u>1,593,143</u>	<u>12,334,180</u>
EXPENDITURES			
TOTAL EXPENDITURES	<u>11,311,438</u>	<u>1,862,088</u>	<u>13,173,526</u>
NET REVENUES			
Surplus/(Deficit)	(570,400)	(268,946)	(839,346)
FUND BALANCES			
Beginning (7-1-14)	8,380,057	359,873	8,739,930
Ending (6-30-15)	\$ 7,809,657	90,927	\$ 7,900,584

Ending Fund balance excludes obligated funds



ALL FUNDS COMBINED - REVENUES

CATEGORIES	FY 14-15 Adopted	Adjustments <i>Increase (decrease)</i>	FY 14-15		NOTES
				Mid-Year	
REVENUES					
Membership Dues	\$ 261,000	\$ -	\$ -	261,000	
Franchise Fees - MCWD	245,000	-	-	245,000	
Federal Grants - ESCA	933,970	705,196	705,196	1,639,166	PLL Insurance payment contribution (\$220K retained for SIR)
PLL Insurance Payments	694,920	(312,114)	(312,114)	382,806	DRO partial repayment and 2015 PLL reimbursements
Development Fees	5,099,000	-	-	5,099,000	
Land Sale Proceeds	-	1,200,061	1,200,061	1,200,061	* If FORA/Marina complete settlement terms, this revenue could be adjusted
Lease/Rent Proceeds	1,788,924	-	-	1,788,924	
Property Taxes	1,531,630	-	-	1,531,630	
Planning Reimbursements	11,000	-	-	11,000	
Investment/Interest Income	175,594	-	-	175,594	
TOTAL REVENUES	10,741,038	1,593,143	1,593,143	12,334,180	



ALL FUNDS COMBINED - EXPENSES

CATEGORIES	FY 14-15 Adopted	Adjustments <i>Increase (decrease)</i>	FY 14-15 Mid-Year	NOTES
EXPENDITURES				
Salaries & Benefits	2,320,082	50,000	2,370,082	Additional budget for staff (\$10K) and EDS position (\$40K)
Supplies & Services	149,500	8,000	157,500	Facility room rental, video services
Contractual Services	2,649,165	1,755,196	4,404,361	PLL Insurance purchase, Economic Development (\$50K)
Capital Projects (CIP)	4,827,811	-	4,827,811	
Debt Service (P+I)	1,364,880	48,892	1,413,772	Preston Park loan extension cost
TOTAL EXPENDITURES	11,311,438	1,862,088	13,173,526	

STAFFING/SALARY ADJUSTMENTS



1. **Staffing changes/reorganization** – net additional funding **\$10,000**
 - **replace vacant position** (-\$19K)
 - **reclassify 2 positions** (\$10K)
 - **EO’s salary adjustment** (\$19K)

2. **Economic Development Specialist position** - **\$40,000**
 - recommended by
 - Finance Committee (*funding availability*) and Executive Committee (*staffing changes*)



1) Approve additional expenditures

- a) \$10,000 – staff salaries/reclassifications/reorganization
- b) \$40,000 – EDS position*
- c) \$8,000 – administrative expenses
- d) \$50,000 – Economic Development Program*

*This sets aside additional funding for the economic development program options to be discussed by the Board in March.

2) Adopt the FY 2014-15 Mid-Year Budget

as recommended by
Finance Committee and Executive Committee

Q & A

**AGENDA ITEM
7A**

SAND CITY CHAMBER OF COMMERCE

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

February 9th, 2015

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

RECEIVED

FEB 10 2015

CITY OF SAND CITY

Dear Mayor Pendergrass and Members of the City Council,

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

OUR MISSION STATEMENT

"The *Sand City Chamber of Commerce* exists to improve the City of Sand City by promoting a strong economy, facilitating relationships between businesses, residents and their elected officials, and providing resources for marketing, networking and community enrichment".

In early 2014 the Seaside-Sand City Chamber of Commerce took a big and bold step by separating our name by establishing the 'Sand City Chamber of Commerce'. Casey Ream of Cypress Cabinets is our Sand City Chamber of Commerce 'Ambassador'. We decided to do this to give a more personal interest with our past, current and future Sand City Chamber Members. As a result, membership to the Sand City Chamber of Commerce has been increasing.

We are asking for your continued yearly support contribution of \$5,000 for the period of February, 2015 through January, 2016.

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

Thank you with great appreciation,



Jim Vossen
President - Sand City Chamber of Commerce

**AGENDA ITEM
8A**

CITY OF SAND CITY

COVER MEMORANDUM

FEBRUARY 27, 2015
(For City Council Meeting on March 3, 2015)

TO: Mayor and City Council

FROM: Charles Pooler, Associate Planner

SUBJECT: Retraction of Request to Continue Agenda Item 8A

In the Agenda Packets distributed to Council on Thursday, February 26th, staff requested a second continuation of the public hearing regarding the application by Mark Woltmon for a temporary parking area within the railroad right-of-way (Agenda Item 8A). This was to have additional time to resolve issues related to stormwater management. As of Friday morning (February 27th), The Planning and Engineering staff coordinated a solution and related permit conditions. The revised staff report and draft permit is attached to this cover memo.

Staff is therefore suggesting that this application **not be continued**, and that the public hearing and Council's consideration proceed at the March 3rd Council Meeting.

CITY OF SAND CITY

STAFF REPORT

**FEBRUARY 3, 2015 (Revised February 27)
(For City Council Review on March 3, 2015)**

TO: Mayor and City Council

**FROM: Charles Pooler, Associate Planner
Leon Gomez, City Engineer**

SUBJECT: Coastal Development, Conditional Use, & Site Plan Permits for Mark Woltmon and Parking Within the Railroad Right-of-Way

BACKGROUND

An application was submitted by Mark Woltmon, owner of a commercial building/property at 1901 Del Monte Boulevard (APN 011-101-010) in the City of Seaside abutting Sand City's jurisdictional boundary. The application is for coastal development permit, conditional use permit, and site plan approvals to allow the establishment a temporary parking area within an approximate 9,000 square foot segment of the railroad right-of-way inside Sand City and abutting the applicant's Seaside property. The applicant intends to use this area for additional parking to serve his property. Final grading will be subject to review and approval by the City Engineer prior to construction. The subject property is located within a non-appealable Coastal Regional Commercial (CZ-C4) zoning district. The intended use qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) guidelines, Section 15303(e).

Site Description:

The railroad right-of-way has been, and currently is, a non-functioning rail transportation corridor. The Transportation Agency of Monterey County (TAMC) acquired ownership of the railway through Sand City; and is prepared to lease the project area to the applicant. This section of the railroad right-of-way has a minor central depression with raised embankments on either side that will have to be graded to accommodate the project. There is a concrete loading dock within the railroad right-of-way abutting the applicant's Seaside building that will be incorporated into the proposed parking area. The railway area consists mostly of iceplant and other common grasses and shrubs. This area does not serve as sensitive habitat to endangered/threatened species. This area is across from the Sand Dollar Shopping Center's parking lot and the Costco Wholesale building.

DISCUSSION

Project Description:

The applicant is in the process of leasing his Seaside commercial property to Tesla, who will utilize that site for new car sales, servicing, and Tesla vehicle charging. That use is

expected to have 8 to 15 employees, with operations during typical business hours. Due to an odd angle of the southwesterly property line of the applicant's Seaside property, Tesla's desired number of parking spaces cannot be accommodated. Therefore, an application to utilize a 9,000 square foot portion of TAMC's railroad right-of-way (within Sand City's jurisdiction) was submitted. The proposed parking area will be approximately 45-feet deep, and 200 feet wide, with access only from Del Monte Boulevard through the applicant's Seaside property. The project area will need to be graded in order to raise the site's elevation to match the abutting commercial property. The final surface material of the parking area will consist of compacted base rock. No new asphalt or concrete surfacing is proposed. There is an existing concrete loading dock within the railroad right-of-way abutting the building that will remain and be incorporated into the parking area. Fencing is NOT proposed by the applicant. This parking area is only intended to provide (according to the applicant) employee parking for Tesla.

Land Use: The property has a General Plan land use and Zoning Map designation of "Regional Commercial" (C-4) with a "coastal zone" overlay. This zoning accommodates shopping centers and regional retail/service uses that have a commercial attraction beyond the local community. The C-4 Zoning does allow for tenant, employee, and patron parking facilities appurtenant to a principally permitted use (Section 18.19.020.A.3); however, the intended user of the proposed parking improvement is not in the C-4 district, nor is it within Sand City, which creates a unique interpretation of the Code's applicability to the applicant's project. As the project area is within a coastal zone overlay, the applicant is required to obtain a coastal development permit in accordance with the CZ-C4 regulations (Municipal Code Chapter 18.38).

Parking: For this project, the Zoning Code does not apply in terms of specifying a required number of parking stalls as the actual commercial activity is on property in Seaside. However, the proposed parking area is within Sand City's jurisdiction; and therefore, Zoning Code Section 18.64.040 regarding parking stall dimensions do apply. Each parking stall must be no less than 8.5-feet wide and 19-feet deep. The applicant's proposed parking design exceed those dimensions; and is therefore compliant with the City's Zoning in that regard.

Access/Circulation: Access to and from the proposed parking are will be through the applicant's Seaside property and Del Monte Boulevard. No access is intended from the Sand Dollar Shopping Center or through the railroad right-of-way. Any permit approved for this project should limit access ONLY through the applicant's Seaside property from Del Monte Boulevard. The parking area design provides the proper dimensions to allow for 2-way vehicle circulation (see draft permit condition No. 7 & 8).

Aesthetics: The project area is primarily sand with iceplant and other common vegetation. Rubbish often accumulates in the depressed area along the railway. The project will be visible from the Sand Dollar Shopping Center; therefore, a clean, orderly, and non-blighting appearance is imperative. No fencing or screening is intended, which staff supports to prevent the creation of a "storage" yard. To mitigate potential blighting influences, permit conditions (if the Council decides to approve the project) should only

allow this parking area for employees during business hours, and prohibit all parking during non-business hours. In addition, any parking of non-functional vehicles, serviced vehicles, or otherwise (see draft permit condition No. 7), should be prohibited.

Impacts: Use of the subject area for parking will have no foreseeable negative impacts, provided that this area is used only to park employee vehicles during business hours. However, if the project area were used for general storage, parking of non-functional and/or serviced vehicles, or performing repair/maintenance services; those activities would impart a 'blighting' influence. Therefore, staff recommends that any permit approval for the applicant should specify that this parking area is only for employee parking during daytime business hours; and that any parking in this area during non-business hours, or observed storage, loading/unloading, customer vehicle service/repair, vehicle charging, or any other commercial activity will be considered a violation of the permit and sufficient reason for termination of the permit and removal of the parking area from the railroad right-of-way (see draft permit conditions 7, 13, & 14).

Future Railway Use:

Sand City has been in ongoing discussions with TAMC (Transportation Agency of Monterey County) to extend California Avenue through the railroad right-of-way for the "missing link" along the Sand Dollar Shopping Center. TAMC also has future plans for reinstating commuter rail service to Monterey; and Seaside has previously mentioned their desire for a bike trail within the railroad right-of-way. All of these concepts would require some or all of the railway; which could then require the encroaching yards and/or parking areas to be removed. However, these transportation concepts are years away from being realized. Therefore, staff recommends a 2-year time limit, with the potential of discretionary time extensions thereafter (see draft permit condition No. 2), if the City Council decides to grant permit approval to the applicant for the proposed parking area.

Stormwater:

In July 2013, the California Regional Water Quality Control Board for the Central Coast Region (RWQCB) adopted Order R3-2013-0032 Post-Construction Stormwater Management Requirements (PCRs) for development projects in the Central Coast Region. Projects that receive their first discretionary approval after March 6, 2014 are subject to the PCRs if they create or replace 2,500 square feet or more of impervious surface. The PCRs mandate that development projects implement Low Impact Development (LID) practices to detain, retain, and treat runoff.

The project proposes to construct an approximately 9,000 square foot parking area within the TAMC Right-of-Way and new asphalt parking and pedestrian improvements within the City of Seaside. The parking area within the TAMC Right-of-Way would be constructed of compacted base rock material. However, the entirety of the project across both jurisdictions must be reviewed for PCR applicability. Upon review of the project with City of Seaside engineering staff, it was determined that the project will be subject to the PCRs. The PCRs include practices such as "resurfacing by upgrading from dirt to asphalt or concrete". While compacted base rock is not specifically identified in the PCRs, the entirety of the project includes new asphalt parking and pedestrian improvements.

Therefore, it is the interpretation of the City Engineer and Seaside engineering staff that the project is subject to implement LID/stormwater management and control practices per the PCRs.

The PCRs require that a Stormwater Control Plan (SCP) be prepared for the project. In addition, the PCRs require that the property owner enter into an agreement for long term operation and maintenance of installed LID/stormwater control measures and the preparation of an Operation and Maintenance Plan (O&M Plan). The O&M Plan should clearly identify O&M activities specific to the installed stormwater control measures and the party responsible for O&M activities. However, since the project proposes to be constructed across two jurisdictions and due to the difficulty of establishing an agreement on land owned and leased by TAMC, the City Engineer recommends that all drainage be directed to LID/stormwater control facilities located entirely within the City of Seaside. Under this scenario, only one agreement for operation and maintenance, established between the property owner and the City of Seaside would be required. In addition, the project should only have to prepare one SCP and one O&M Plan. Under this scenario, the City of Sand City would review the SCP, O&M Plan, and any civil improvement plans to verify that drainage is direct to stormwater control measures located within the City of Seaside. Furthermore, the design, installed infrastructure, and recorded maintenance agreements required to satisfy PCR requirements for a parking area the City considers to be a temporary use until regional transportation projects are implemented, is nonsensical. The City Engineer has reviewed all of these issues with City of Seaside engineering staff. Seaside staff has found these conditions to be acceptable.

If, for any reason, the applicant cannot obtain final compliance in satisfying Post-Construction Stormwater Management Requirement for the drainage infrastructure on the Seaside property in accommodating the additional runoff from the temporary parking area authorized by Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01, then said Permits should be subject to termination due to the applicant's inability to provide adequate stormwater control requirements for the railroad parking area. The Sand City entitlement permits (CUP 586, CDP15-01, & SP 15-01) should contain terminology to that effect.

Water:

As the project is to only construct a parking area with no intended landscaping or irrigation, a water allocation is NOT necessary to accommodate this project. Water is a valuable resource towards future development and improvement of Sand City, and should therefore not be allocated for the temporary uses within the railroad right-of-way. Staff recommends that any permits for the applicant's project include language specifying that *"the issuance of this Permit does not grant the applicant and/or property owner to any right and/or privilege of a water allocation or credit."*

Agency Comments:

Information on the proposed project was circulated to the City's Advisory Agencies. Responses received from the Police Department and Seaside County Sanitation District expressed no concern for the project in regards to public safety or public works issues.

However, the Police Department also noted that this project could eventually interfere with Sand City Plans for future improvements within the railroad right-of-way (see discussion above under "Future Railway Use"). No other comments were received at the time of this report.

CONCLUSION / RECOMMENDATION

There are a number of Seaside businesses bordering Sand City along the railroad corridor with incursions into Sand City; primarily for storage yards and/or vehicle parking, and most with permits from Sand City. There are a few incursions into the railroad right-of-way that have failed to obtain City approval; and staff is continuing to enlist TAMC's assistance in getting compliance. In the West End District, the City issued permits for those storage yards extending 50-feet to the center of the railroad's 100-foot wide corridor. Further north, the Granite Rock Facility has historically had an encroachment to connect its Seaside facility to its Sand City batch plant operation. In 2004, Sand City considered a coastal development permit application by Thomas Mayer of 'My Porsche' to establish a fenced yard within the railroad right-of-way at the corner of Tioga Avenue and California Avenue; in which the City Council expressed concerns over that project posing an impediment to the future widening of Tioga Avenue. The Council discussed findings for denial just before that application was withdrawn on public record by the applicant. There is also an auto body shop at the corner of Del Monte Boulevard and Tioga Avenue that had a long standing paved parking area within the railroad right-of-way, which was recently expanded without City approval.

Staff discourages further intrusion of Seaside businesses into Sand City's jurisdiction; however, temporary parking on an improved surface within the railroad corridor is a reasonable interim use, provided that said parking is properly managed and does not pose a blighting influence. There are a number of uses proposed for TAMC's 100-foot wide railway corridor, to include Sand City's proposed California Avenue extension, TAMC's rail/bus transportation route, and Seaside's potential bike trail. If the City Council decides to grant the applicant's request for land entitlement permits for the project, then staff recommends the following terms be included as conditions of permit approval:

1. The Permits shall be for an initial period of two (2) years to automatically expire on February 17, 2017, subject to time extensions thereafter at the discretion of the City Council. However, the project's improvements must be removed and parking use must cease immediately upon termination of the Permits (see draft permit condition No. 3).
2. The erection of any fence, screening, or other barrier, in part or as a whole, around the perimeter of the project shall be prohibited (see draft permit condition No. 9).
3. Parking stalls shall be striped, using pavers or other effective and durable methods to delineate the parking spaces to be no less than 8.5 feet wide and 19-feet deep each (see draft permit condition No 6).
4. Use of the parking area within the railroad right-of-way shall ONLY be for employee parking of the commercial building at 1901 Del Monte Boulevard during daytime

business hours; and that 1) any parking in this area during non-business hours, and 2) any observed storage, loading/unloading, customer vehicle service/repair, vehicle charging, or any other commercial activity at any time shall be considered a violation of the Permits by the City of Sand City and be of sufficient reason for termination of the Permits and removal of the parking area from the railroad right-of-way. (see draft permit condition no. 2).

Findings:

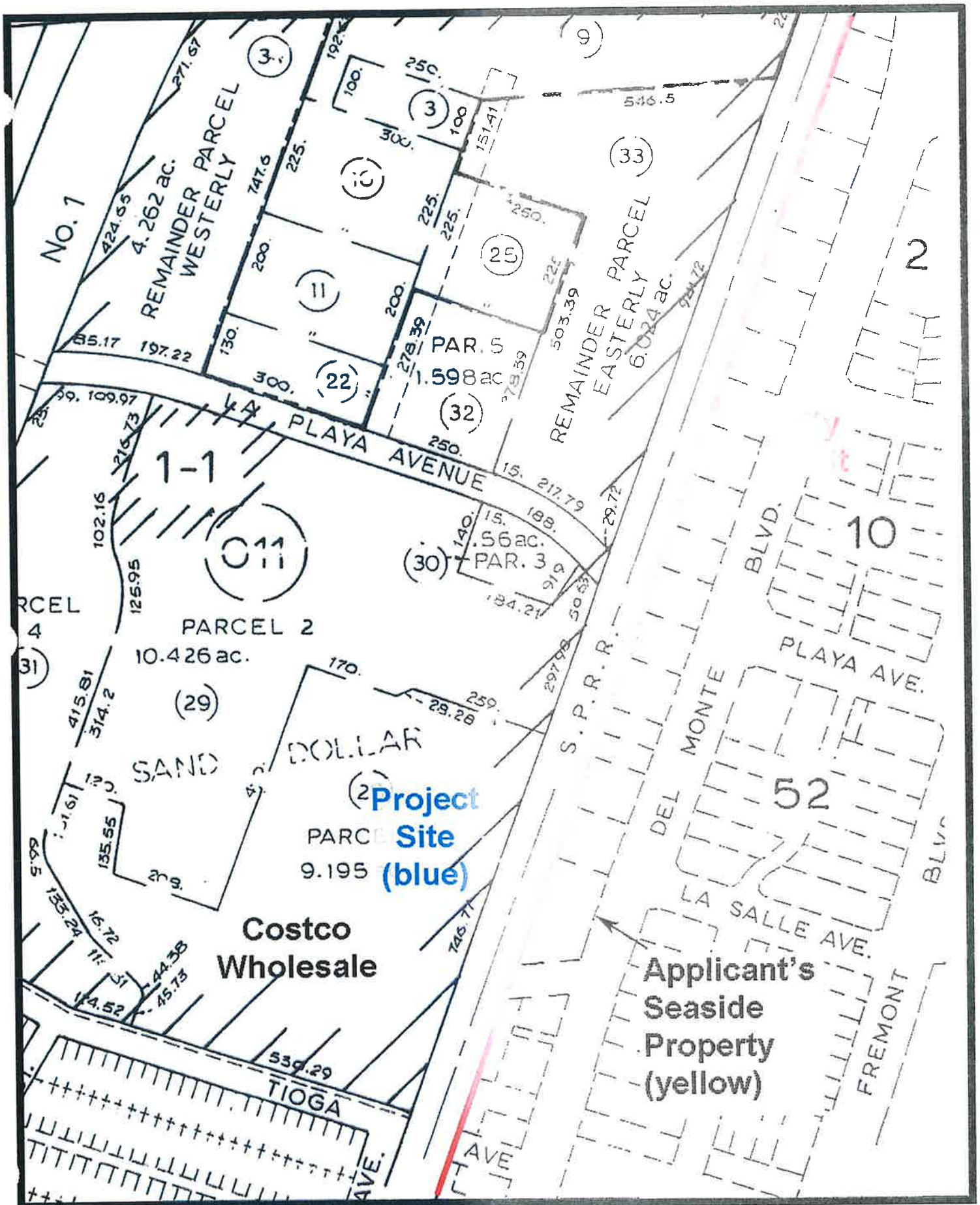
1. The proposed project for parking, as conditioned, is compatible with the CZ-C4 Zoning Designation and the surrounding land uses.
2. No allocation of water from the City is necessary to accommodate the proposed project.
3. The project does not propose, nor does the permit authorize, the erection of any fencing around the subject parking area within the railroad right-of-way, which prevents the creation of a potential storage yard that the City would find to be a potentially blighting influence in this regional commercial zoning district.
4. The project, as conditioned, will only be for employee parking during daytime business hours, and the Permits prohibit the use of this area for outside storage, inventory parking, or the parking of customer vehicles being serviced; which mitigates a potential blighting influence.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines, Section 15303(e).
6. The proposed use, as conditioned, is not anticipated to pose a nuisance to neighboring properties.

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Plan
- D. Applicant's Letter of Intent

Attachments:

- Draft Resolution to approve a Conditional Use Permit (CUP), Coastal Development Permit (CDP, & Site Plan Permit (SP)



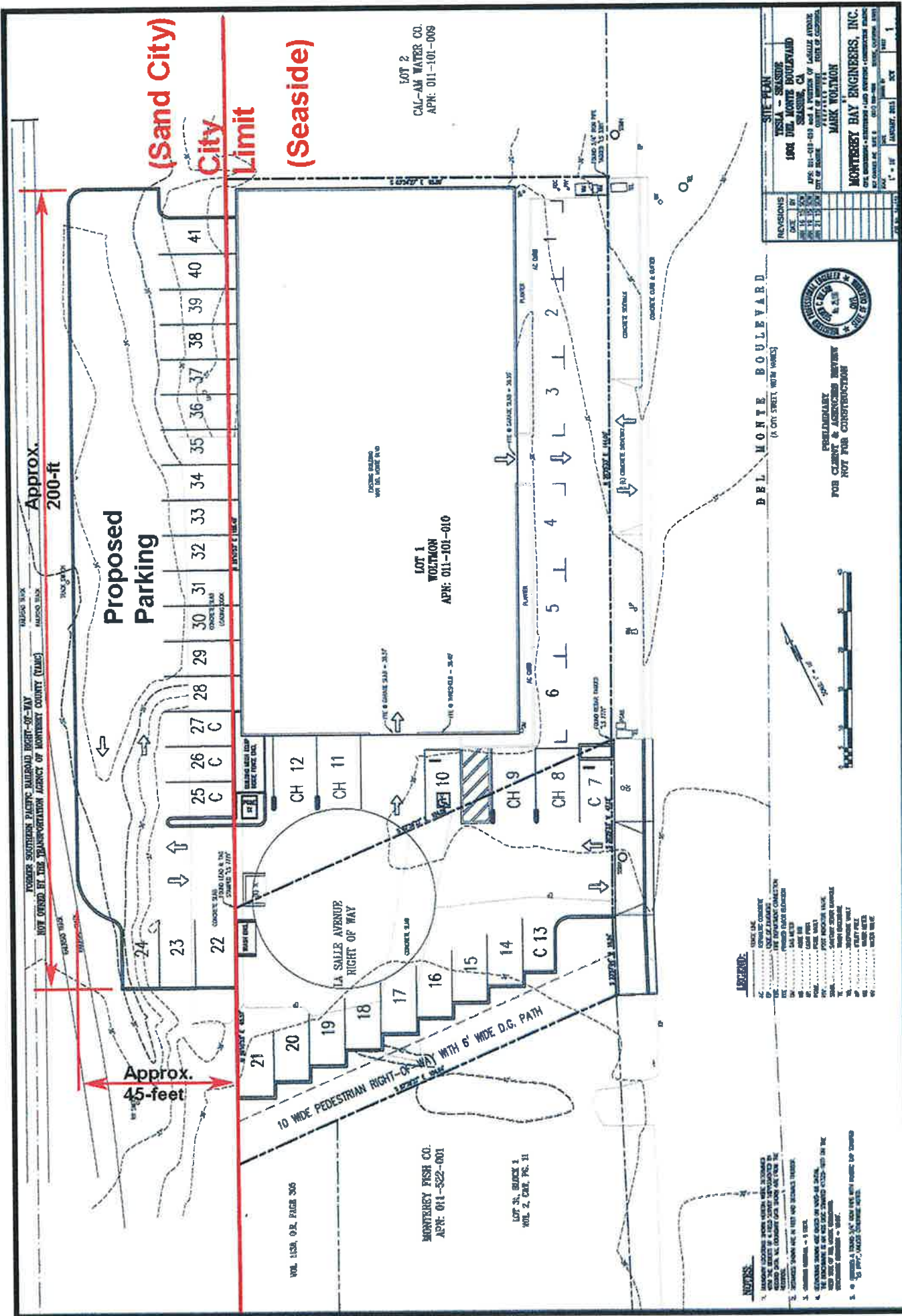
Location Map

EXHIBIT A



Aerial Map

EXHIBIT B



Site Plan

EXHIBIT C



831-899-1403 Fax 831-899-1406

January 21, 2015

City of Sand City
Planning Department
Attn: Mr. Charles Pooler

Charles,

This is a request for permitted use of the TAMC Property adjacent to and behind 1901 Del Monte Blvd.

I am the Sole Owner of said property and have leased this property to Tesla Motor Company. They plan on New Car Sales, Servicing and Quick Charging Tesla Automobiles. They plan on 8 to 15 employees. They are open normal business hours. Their plans are submitted to City of Seaside for remodeling the building at 1901 Del Monte Blvd. Because of the odd angle of the lot, we cannot obtain the desired number of parking spaces that Tesla would like. Therefore, we are reaching out to Dave Del Fino from TAMC whom agreed to rent us the property if Sand City will permit us to use it for parking only – mainly for Tesla employee parking. We propose to grade the property to the same level as existing parking lot using approx 4” of base rock with no fencing and nothing permanent. Feel free to call if you have any questions. Thank you for your considering this matter.

Sincerely,

Mark K. Woltmon

EXHIBIT D

CITY OF SAND CITY

RESOLUTION SC _____, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 586, COASTAL DEVELOPMENT PERMIT 15-01, AND
SITE PLAN 15-01 TO MARK WOLTMON AUTHORIZING A TEMPORARY PARKING
AREA WITHIN A SPECIFIC SEGMENT OF THE RAILROAD RIGHT-OF-WAY**

WHEREAS, Mark Woltmon submitted an application for Coastal Development Permit, Conditional Use Permit, and Site Plan Permit approval to establish a temporary parking area within a 9,000 square foot segment of the railroad right-of-way within the jurisdiction of Sand City, hereinafter referred to as "project area", behind the applicant's property of 1901 Del Monte Boulevard (APN 011-101-010) in the City of Seaside abutting Sand City's jurisdictional boundary; and

WHEREAS, the proposed 50-foot encroachment on the easterly half of the railroad right-of-way is consistent with the Transportation Agency of Monterey County's (railway property owner) short term land use goals of the railroad right-of-way until such time as a public transportation mode is implemented within the railroad right-of-way; and

WHEREAS, until implementation of long-term public transportation uses by local and/or regional jurisdictions within the railroad right-of-way, potentially to include a bike trail, extension of California Avenue, and/or commuter rail or bus corridor, the proposed temporary parking area provides an acceptable low impact interim use of the subject property; and

WHEREAS, the project, as conditioned by the Permits for this project, is sufficient to address requirements of the California Regional Water Quality Control Board for the Central Coast Region (RWQCB) adopted Order R3-2013-0032 Post-Construction Stormwater Management Requirements (PCRs) for development projects in the Central Coast Region; and

WHEREAS, the proposed unfenced parking area, as conditioned, is compatible with surrounding regional commercial uses until such time as regional transportation improvements are implemented within the railroad right-of-way; and

WHEREAS, the City has previously issued land entitlement permits for temporary encroachments into the railroad right-of-way by Seaside businesses for fenced yards and parking areas within the City's 'West End' Planning District; and

WHEREAS, the proposed parking area does not require an allocation of water from the City in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD); and

WHEREAS, The City Council of the City of Sand City, on _____, 2015, has found and determined that the proposed use will not adversely affect the character of the surrounding neighborhood, nor be injurious or detrimental to the adjoining properties or the rights of the owners therein, and the Permits 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 this combined Coastal Development, Site Plan, and Conditional Use Permit as outlined in the staff report dated February 3, 2015.

NOW, THEREFORE, the City Council of the City of Sand City hereby grants and issues Coastal Development Permit 15-01, Conditional Use Permit 586, and Site Plan Permit 15-01 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 are not valid, and the use of the property shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permits and acceptance of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed documents may be grounds for termination of said Permits.
2. Purpose: Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 are for the express purpose of authorizing the establishment and use of an unfenced/unscreened temporary 9,000 square foot parking area within the railroad right-of-way, hereinafter referred to as "project area" behind that property located at 1901 Del Monte Boulevard (APN 011-101-010) in the City of Seaside. Use of the parking area within the railroad right-of-way shall ONLY be for employee parking for the commercial building at 1901 Del Monte Boulevard. The construction and use of this temporary parking area shall be in accordance with the conditions and limitations specified in Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01. There shall be no storage, loading/unloading, vehicle repair, charging, service, or any other commercial activity within that parking area authorized by CUP 586, CDP 15-01, and SP 15-01. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 without either an amendment of said Permits or the issuance of new permits.
3. Termination: Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 shall automatically expire on February 17, 2017, subject to time extensions thereafter at the discretion of the City Council. If the applicant or tenants of the applicant violates any term of CUP 586, CDP 15-01, and SP 15-01, a public hearing shall be held to consider revoking said permits. Once CUP 586, CDP 15-01, and SP 15-01 expires, all improvements authorized by said Permits, shall be removed from the railroad right-of-way and returned to its pre-permit condition on a schedule amenable to the City of Sand City.

Furthermore, if the City of Seaside or any other public agency, including the City of Sand City, pursues the establishment of some form of public transportation mode through the railroad right-of-way, to include but not limited to public street, rail service, bus route, etc., then the City holds the right to terminate CUP 586, CDP 15-01, and SP 15-01, upon notification by the City of Sand City in order to secure that area necessary to accommodate a public transportation mode within the railroad right-of-way.

4. TAMC Lease: Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 are not valid, and development/use of the subject property shall not commence unless and until a signed copy of the lease agreement between the applicant and the Transportation Agency of Monterey County (TAMC) is provided to the Sand City Planning Department.
5. Project Area: The project area shall not exceed an encroachment of fifty (50) feet into the railroad right-of-way on the eastern half of the railway, for a length of no more than 200-feet, encompassing an area of 9,000 square feet. The project shall utilize the existing concrete loading dock behind the building as is.
6. Stormwater Management and Control: The project shall be designed to direct all stormwater runoff from the authorized parking area within the railroad right-of-way onto the applicant's abutting Seaside Property of 1901 Del Monte Boulevard (APN 011-101-010), and the stormwater control mechanisms installed on that Seaside property shall be to the satisfaction of the Sand City Engineer. If, for any reason, the applicant cannot obtain and/or maintain final compliance in satisfying Post-Construction Stormwater Management Requirements for the drainage infrastructure on the Seaside property to accommodate the additional runoff from the temporary parking area authorized by Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01, then said Permits shall be subject to termination for the applicant's inability to provide and maintain adequate, permit compliant, stormwater control requirements for the railroad parking area.

Furthermore, the project design shall, to the specifications and satisfaction of the City Engineer, implement and adhere to all applicable Post-Construction Stormwater Management Requirements and Low Impact Development (LID) requirements for stormwater control management, in accordance with Title 13.05 of the City's Municipal Code and the Stormwater Management permits referenced therein; which includes the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System General Permit No. CAS000004 (General Permit) and Resolution No. R3-2013-0032 Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region.

7. Stormwater Control Plan: The applicant shall submit a project specific Stormwater Control Plan (SCP) to the Sand City Engineer, in accordance with Municipal Code Chapter 13.05 and the permits referenced therein. This Stormwater Control Plan shall demonstrate site design measures that are in compliance with both City issued land use entitlement permits and the requirements of Post-Construction Stormwater

management and control regulations, to the satisfaction of the Sand City Engineer, prior to issuance of a grading permit.

8. Agreement Regarding Maintenance and Right of Entry for Stormwater Control Measures: The owner of that property ("Property Owner") located at 1901 Del Monte Boulevard (APN 011-101-010), upon which stormwater control infrastructure will be installed to accommodate storm water runoff from the railroad parking area, shall provide the City of Sand City a copy of the final and recorded agreement, as approved by the City of Seaside, that establishes the Property Owner's responsibility to construct, maintain, repair, and/or replace all of the stormwater control measures identified in the project's final approved Stormwater Control Plan and project improvement plans. Failure of the Property Owner to provide the City with a copy of the aforementioned Agreement will be considered a violation of Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 and be of sufficient cause for termination of said Permits and removal of the parking area from the railroad right-of-way.
9. Operation and Maintenance Plan (O&M): The owner of that property ("Property Owner") located at 1901 Del Monte Boulevard (APN 011-101-010), upon which stormwater control infrastructure will be installed to accommodate storm water runoff from the railroad parking area, shall provide the City of Sand City a copy of the final approved Operation and Maintenance Plan (O&M) as approved by the City of Seaside.
10. Plans Examination: Construction plans/documents for the project shall be reviewed and approved by the relevant City Departments of the City of Sand City prior to Sand City issuance of a grading/building permit for the project and prior to commencement of any on-site construction within Sand City's jurisdiction. Any and all requirements specified by Sand City during plan review phase prior to issuance of a grading permit or during construction inspections shall be implemented to the satisfaction of the inspectors/representatives of each Sand City Department. Construction plans/documents shall include all necessary mitigation to implement the City approved Stormwater Control Plan for the project.
11. Parking: Parking stalls in the project area shall be striped, using paint, pavers or other effective durable method(s), to delineate all of those parking spaces within the railroad right-of-way. Each space shall be no less than 8.5 feet wide and 19-feet deep each. The project area shall provide a 24-foot wide 2-way traffic drive-aisle for access to all parking spaces within the project area and ingress/egress through the applicant's Seaside property. Use of the parking area within the railroad right-of-way shall ONLY be for employee parking of the commercial building at 1901 Del Monte Boulevard during daytime business hours of 7:00 a.m. to 6:00 p.m. daily. Any parking in this area during non-business hours, or observed storage, loading/unloading activities, vehicle service/repair, vehicle charging, or any other commercial activity within the parking area at any time shall be considered by the City of Sand City as a violation of CUP 586, CDP 15-01, and SP 15-01 and be sufficient reason for termination of said Permits and removal of the project's improvements from the railroad right-of-way.

12. Access: Access to and from the parking area shall only be through the applicant's Seaside Property and Del Monte Boulevard. There shall be no access via the Sand Dollar Shopping Center or other property in Sand City.
13. Fencing: At no time shall any fencing or other screening be established, in part or as a whole, in and/or around the perimeter of the project area. Violation of this shall be sufficient grounds for permit termination and cessation of all use within the railroad right-of-way.
14. Signs: There shall be no business related signs and/or any other commercial advertisement erected within the railroad right-of-way, nor shall there be any sign/advertisement applied and/or attached to the applicant's building facing the railroad right-of-way into Sand City.
15. Lights: Any light fixture that may be installed as part of this parking area project shall be directed down, onto the parking area only. Those light fixtures shall avoid excessive glare and are subject to Sand City Planning Department review and approval prior to installation. A building permit may also be required at the City's discretion.
16. Loading/Unloading: The parking area within the railroad right-of-way, as authorized by CUP 586, CDP 15-01, and SP 15-01, shall not be used for loading/unloading activities or for delivery truck parking.
17. Storage: The parking area within the railroad right-of-way, as authorized by CUP 586, CDP 15-01, and SP 15-01, shall not be used for storage; including, but not limited to, merchandise, shipments/deliveries, customer vehicle parking and/or service, parking for vehicle battery charging, etc.
18. Waste: There shall be no trash, litter, boxes, crates, pallets, debris, and/or other used and/or discarded materials stored within the project area. There shall be no trash enclosure or other structure(s), for the purpose of waste/refuge storage, erected within the project area.
19. Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris. The applicant shall be responsible for maintenance and upkeep of the project area for the duration of the allowed use.
20. Water Runoff: This operation shall not wash vehicles within the City or create water run-off in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management.
21. Water: Approval of CUP 586, CDP 15-01, and SP 15-01 does not grant the applicant and/or property owner any right and/or privilege to any allocation of water by the City of Sand City. This operation shall be limited to those water credits currently available

to the property, in accordance with the regulations of the Monterey Peninsula Water Management District.

22. 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, Monterey Bay Unified Air Pollution Control District, 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.
23. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance or blighting influence to the surrounding neighborhood or the City. This operation shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, parking overflow, 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 to abate negative and/or blighting impacts generated by this use may be adequate grounds for the City to amend or terminate CUP 586, CDP 15-01, and SP 15-01.
24. Violation/Termination: If the City determines that any term or condition of CUP 586, CDP 15-01, and SP 15-01 has been violated, written notice shall be issued stating 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 586, CDP 15-01, and SP 15-01, and may then order said Permits amended or revoked. The business 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 Permits.
25. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 586, CDP 15-01, and SP 15-01 shall be resolved by the Sand City Planning Department.
26. Indemnification: To the extent permitted by law, the applicant 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, an permit or attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
27. The issuance of CUP 586, CDP 15-01, and SP 15-01 shall not supersede or override any requirements of any other City, County, State, or Federal agency.

PASSED AND ADOPTED, Coastal Development Permit 15-01, Conditional Use Permit 586, and Site Plan 15-01 as approved by the City Council of Sand City, this ____ day of February, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Linda K. Scholink, City Clerk

David K. Pendergrass, Mayor

This is to certify that Conditional Use Permit (CUP) 586, Coastal Development Permit (CDP) 15-01, and Site Plan Permit (SP) 15-01 contain the conditions specified by the City Council in approving said Permits.

Charles Pooler, Associate Planner

APPLICANT ACCEPTANCE (CDP 15-01, CUP 586 & SP 15-01)

Coastal Development Permit 15-01, Conditional Use Permit 586, and Site Plan 15-01 are 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 (CDP 15-01, CUP 586 & SP 15-01)

Consent is hereby granted to the permittee to proceed with the City approved project, in accordance with the terms and conditions of Coastal Development Permit 15-01, Conditional Use Permit 586, and Site Plan 15-01.

DATED: _____

BY: _____
Property Owner

AGENDA ITEM

8B

CITY OF SAND CITY

STAFF REPORT

FEBRUARY 18, 2015
(For City Council Review on March 3, 2015)

TO: Mayor and City Council

FROM: Charles Pooler, Associate Planner

SUBJECT: Conditional Use Permit Application for Precision Plumbing

BACKGROUND

An application for a conditional use permit was submitted by Dave Warren, of Precision Plumbing and Heating, to occupy a 1,020 square foot commercial unit at 1738 Hickory Street (portion of APN 011-197-011) in Sand City for office and inventory storage of his plumbing contractor business. The site was previously occupied by a carpentry workshop. The property is located within a non-coastal Planned Mixed Use (MU-P) zoning district. The proposed office and storage uses of an existing building qualifies as a Categorical Exemption under State CEQA Guidelines (Section 15301).

Site Description:

The subject property is a 50-foot wide and 75-foot deep parcel with a 2-story mixed-use (residential and commercial) building; with two commercial units on the ground floor and two residential units on the upper floor. The other commercial unit, not associated with the applicant, is currently being used for storage of arcade game machines. There are five on-site parking spaces along the property's Redwood Avenue frontage; however these spaces encroach into the Redwood Avenue right-of-way due to inadequate frontage depth. The site and parking designs are an existing non-conforming arrangement that does not meet with current parking code specifications. The roll-up doors for the commercial units face both Redwood Avenue and Hickory Street. A trash enclosure is provided along the westerly side of the building facing Hickory Street. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available and adequate to service the proposed use.

DISCUSSION

Project Description:

The applicant wishes to occupy a 1,020 square foot commercial unit at 1738 Hickory Street in Sand City for office and inventory storage. There will be two office employees at the site during daytime business hours. There are eight field employees and seven company vehicles. Company vehicles/trucks are not intended to be stored at this location; rather, they will be taken home by employees during "off-hours". The applicant estimates that his company trucks will only be at the shop 2 to 3 times per week to acquire items as needed.

Materials/equipment to be stored on-site would consist of plumbing snakes, pumps, water heaters, pipes, heating insulation, duct-work, fittings, and other miscellaneous parts.

Land Use: The property has a General Plan land use and Zoning Map designation of "Planned Mixed-Use" (MU-P). Section 18.13.040 of the City's Zoning Ordinance lists "service commercial" as an allowable use subject to the issuance of a conditional use permit. The primary activities on-site will be office and storage, which are compatible with a mixed-use neighborhood. The scope and scale of the proposed use is consistent with the definition of "service commercial".

Operational Hours: The applicant's intended hours of operation will be from 7:30 a.m. to 5:00 p.m. Monday through Friday, with occasional usage on weekends. Office activities beyond these hours are typically acceptable as that is a very low-impact use. However, activities such as loading/unloading, deliveries/shipments, and company vehicle stop-overs should be restricted to minimize potential impacts upon residential units within the neighborhood. Staff recommends, with exception to office activity, that activities associated with this business should 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 Saturdays (see draft permit Condition No. 3). This restriction consistent with permit restrictions imposed upon other City permit applicants.

Parking: The applicant will occupy approximately 1,020 square feet, which requires two (2) parking spaces (rounded up) based upon a 1/700 ratio for a service commercial type use. The minimum zoning code parking requirement for the entire building is four (4) spaces (rounded up) for the cumulative 2,646 square feet of commercial area on the ground level and another three (3) covered parking spaces for the two residential apartments on the upper level; for a total of seven (7) parking spaces. The site only provides five unstriped and uncovered perpendicular parking spaces along the Redwood Avenue frontage. Furthermore, these spaces encroach into the Redwood Avenue right-of-way by approximately seven (7) feet due to inadequate depth of the Redwood Avenue building setback. The side setback is only eight feet facing Hickory Street, which is inadequate for parallel parking. 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". Zoning Ordinance Section 18.04.380 defines "non-conforming" as:

"...a building, structure, or premises legally existing and/or used at the time of adoption of the ordinance codified in this title...which is not in full conformity with the use regulations of the district in which the same is located; provided, however, that a use shall not be considered a non-conforming use solely on the basis of an inadequate number of parking spaces."

An issue commonly associated with contractor/maintenance businesses on small properties with multiple company service vehicles is the potential for overflow parking into public streets and adjacent properties; which impede public use of streets and sidewalks, and presents a blighting influence. This overflow of parking typically occurs

during peak morning and evening hours when company vehicles are on site to pick up work-orders or obtain tools/materials; or during non-business hours when vehicles are dropped off and parked for the night. The applicant stated that vehicles will not be stored on-site during off hours, nor will workers in these vehicles regularly come to this office site. The applicant estimates that his company trucks will only be into the shop 2 to 3 times per week to acquire items as needed. In order for the applicant's proposed use to operate at the subject property without imposing blight or a parking nuisance, staff recommends the use permit contain the following restrictions:

- a. Company vehicles and/or service trucks are not to be parked on-site, or on any City streets during non-business hours; and at no time shall any such vehicles double park or otherwise park in such manner as to encroach into public streets and sidewalks or impede traffic flow of public streets (see draft Permit Condition No. 6).
- b. No more than two company vehicles may visit the subject property at any one time during permit authorized business hours. The applicant shall be responsible for managing arrivals and departures of company vehicles in compliance with this restriction (see draft Permit Condition No. 6).
- c. Loading/unloading activities shall not occur within City streets nor interfere with traffic circulation on public streets. 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. If there were to be an occasional (once per month or less frequent) shipment 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 during that time/activity (see draft Permit Condition No. 4).

Without these specific restrictions, and a strict adherence to those conditions by the applicant, staff would not recommend approval of a use permit for a multiple vehicle service commercial/contractor use at this location.

Loading/Unloading: The applicant expects shipments of parts via Federal Express, UPS, and local supply houses on a daily basis. These typically have a very brief layover time of a few minutes that pose little impact to traffic circulation. No semi-truck or forklift activity is anticipated for this use. However, if there were to be an occasion where a large truck or semi-truck delivery was needed, then such 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 (see draft Permit Condition No. 4).

Trash: A trash enclosure of sufficient size to accommodate one dumpster is provided on the property. This enclosure is located at the northwest corner of the building facing Hickory Street. The permit should include the standard language to prohibit the outside storage of trash, crates, pallets, litter, or other refuse; and that any dumpsters and/or

bins for the applicant be maintained within either the enclosure or the applicant's unit except on designated trash collection days.

Impacts: Excessive and/or overflow parking is the primary potential negative impact a multi-vehicle contractor operation poses when inadequate on-site parking is provided. Staff believes this can be appropriately mitigated with the proper permit conditions imposed upon the applicant (see discussion under "Parking" in this report). Loading/unloading could also pose a potential nuisance if large delivery trucks repeatedly impede traffic flow of public streets; however, this too can be mitigated with restrictions incorporated into the use permit (see discussion under "Parking" and "Loading/Unloading"). Beyond these two concerns, the proposed office and storage activities themselves are not anticipated to pose a nuisance or present a blighting influence upon the neighborhood. Standard conditions regarding hours of operation, noise, odors, etc., should be included into the use permit as well. If the applicant is unable to operate his business at the subject location within the restrictions recommended by staff, then the subject location is not an appropriate location for the applicant's business operation.

Signs: The applicant stated that they will not have a commercial sign on the building. If at some future time the applicant did desire a sign, it would be subject to Design Review Committee (DRC) architectural review and approval in the issuance of a sign permit prior to establishing any commercial sign on the property. This should be included as a condition of use permit approval (see draft Permit Condition No. 12).

Water:

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

Stormwater Control:

The proposed use is of an existing building of a developed site. The applicant proposes no new construction, beyond interior tenant improvements. Therefore, stormwater control regulations do not apply to this project.

Advisory Agencies:

Information on the proposed project was circulated to the City's advisory agencies. Comments received from the Seaside County Sanitation District expressed no concern with the project. The Police Department expressed concerns regarding a contractor use on a site with limited parking (see discussion under "Parking"). No other comments were received at the time of this report.

RECOMMENDATION

Staff recommends **APPROVAL** of a conditional use permit allowing the proposed plumbing contractor on the subject property, with those recommended conditions/restrictions regarding parking and loading/unloading activities as follows:

- a. Company vehicles and/or service trucks are not to be parked on-site, or on any City streets during non-business hours; and at no time shall any such vehicles double park or otherwise park in such manner as to encroach into public streets and sidewalks or impede traffic flow of public streets (see draft Permit Condition No. 6).
- b. No more than two company vehicles may visit the subject property at any one time during permit authorized business hours. The applicant shall be responsible for managing arrivals and departures of company vehicles in compliance with this restriction (see draft Permit Condition No. 6).
- c. Loading/unloading activities shall not occur within City streets nor interfere with traffic circulation on public streets. 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. If there were to be an occasional (once per month or less frequent) shipment 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 during that time/activity (see draft Permit Condition No. 4).

Findings for Approval:

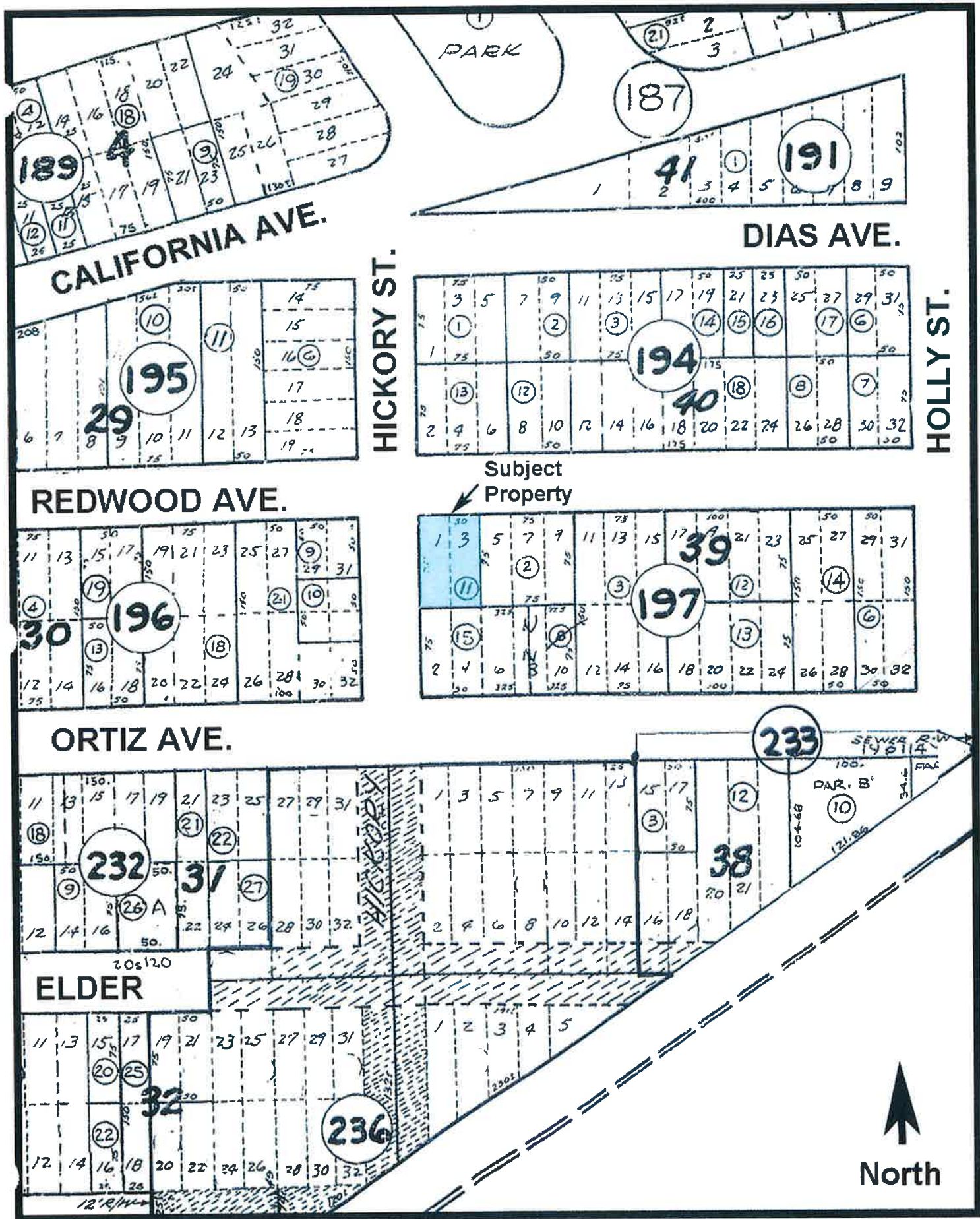
1. The proposed service commercial use, at the described scale, is compatible with the Planned Mixed-Use (MU-P) zoning district and the existing neighboring land uses, as conditioned.
2. The proposed contractor use is acceptable for the subject property ONLY with the conditions/restrictions imposed regarding the applicant's service vehicles, parking, and loading/unloading activities.
3. On-site water credit is sufficient for the proposed use, and no allocation of water from Sand City is required.
4. Adequate utilities are available to facilitate the proposed use.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site & Floor Plan
- D. Applicant's Letter of Intent
- E. Site Photograph

Attachments:

- Draft Resolution to approve CUP

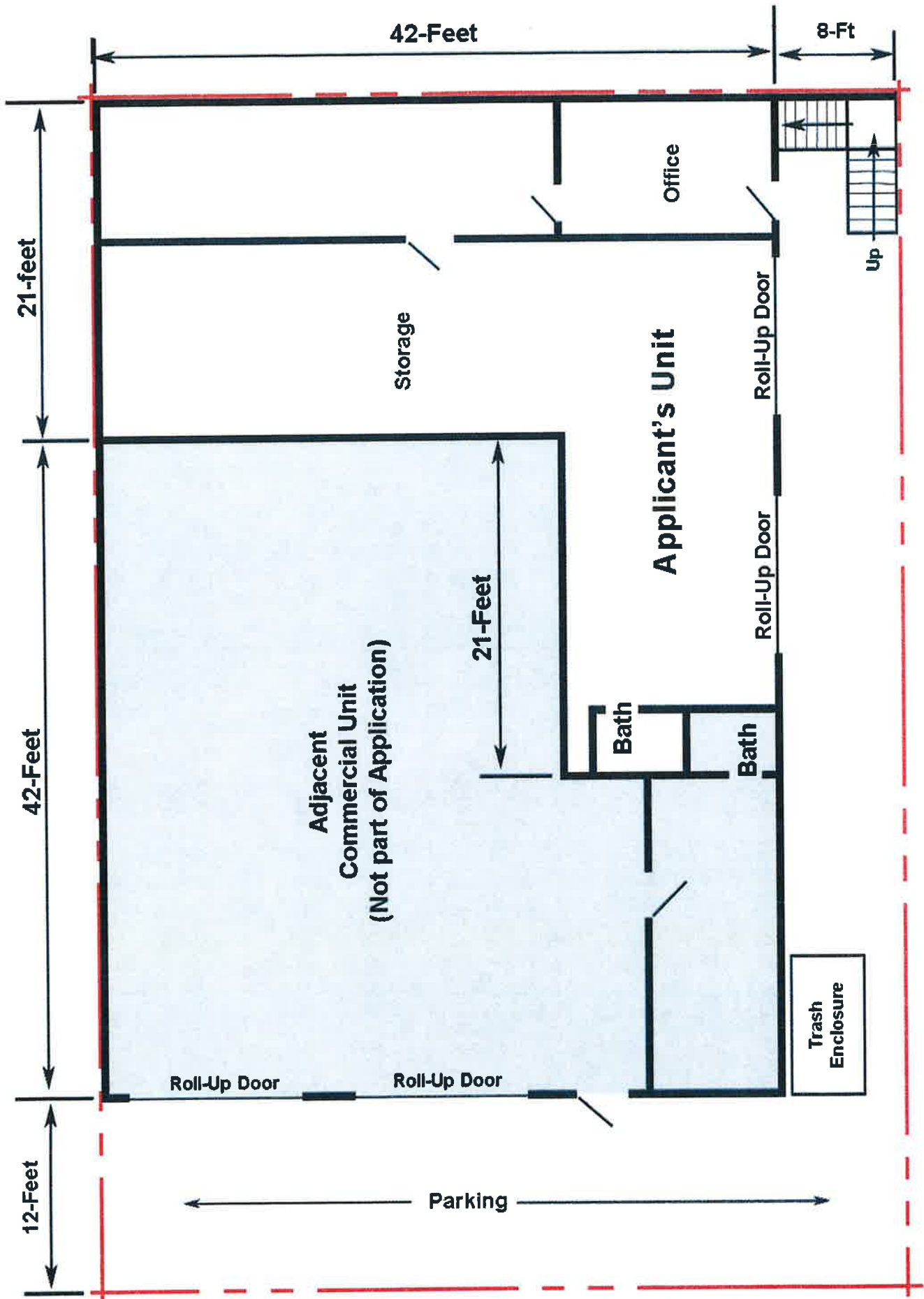


Location Map

EXHIBIT A



Aerial Map



Site and Floor Plan



January 28, 2015

City of Sand City Planning Department

RE: Conditional use permit and application form letter of intent 1738 Hickory Street

To Whom It May Concern:

Our proposed use of the property located at 1738 Hickory Street Sand City, Ca is to use this space to house our plumbing tools and materials and to relocate our current office from Marina to Sand City.

Our normal business operations would be 7:30am to 5:00pm Monday through Friday. Minimal usage on the weekends would be needed and would be brief. Our intention is to have two office staff on the property during working hours, one of which is full time and one is part time at 35 hours per week.

These two employees each have a car, requiring two parking spaces, which this space includes. Our company vehicles would stop by briefly to load up materials, turn in paperwork and be on their way two or three times per week. We currently have 8 employees and 7 company vehicles. None of these company vehicles would be housed at the location we are applying to occupy, our vehicles all go home with their drivers or the owners each night.

Shipments of parts are expected to arrive via Fed Ex, UPS and local supply houses on a daily basis but their stops are brief at less than 5 minutes each. Materials housed at this location would consist of plumbing tools such as snakes and hoses and pumps, water heaters and parts to service such items. Pipes of all sorts, heating insulation and ductwork and a plethora of fittings will occupy the larger side of the unit in organized bins.

Our intent is to be a respectful neighbor, honoring the privacy, cleanliness and commitment our fellow neighbors have to run successful business operations.

Thank you for your consideration

David and Aimee Warren

Owners of Precision Plumbing Contractors, Inc. dba Precision Plumbing and Heating.

EXHIBIT D
088



Photograph

EXHIBIT E

CITY OF SAND CITY

RESOLUTION SC _____, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 587 AUTHORIZING A PLUMBING
CONTRACTOR AT 1738 HICKORY STREET**

WHEREAS, Dave Warren, of Precision Plumbing, submitted an application to the City of Sand City for conditional use permit approval to utilize an approximate 1,020 square foot commercial unit within a mixed-use building at 1738 Hickory Street (portion of APN 011-197-011) in Sand City for office and storage activity for his plumbing contractor business; and

WHEREAS, the proposed “service commercial” use is allowable within a Planned Mixed-Use (MU-P) zoning district, subject to discretionary issuance of a conditional use permit and the terms/conditions therein; and

WHEREAS, the applicant’s use on the subject property will not require an allocation of water under the current regulations of the Monterey Peninsula Water Management District (M.P.W.M.D.); 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 _____, 2015, has found and determined that the service commercial use, as identified by the applicant with the appropriate mitigation restrictions, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Conditional Use Permit (CUP) 587 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) 587 as outlined in the City staff report, dated February 18, 2015.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 587 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 587 is not valid, and the applicant’s use of the 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. Failure to return said signed/executed document may be grounds for termination of said Permit.

2. Purpose: Conditional Use Permit (CUP) 587 is for the express purpose of authorizing a service commercial plumbing contractor's office and storage activities within a 1,020 square foot commercial unit of a mixed-use building at 1738 Hickory Street (portion of APN 011-197-011); subject to the terms and conditions specified in CUP 587. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 587 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.
3. Hours of Activity: All activities associated with the use authorized by CUP 587, with exception to office and storage, shall 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 Saturdays. Office activities may extend beyond these hours provided that such activity does not pose a nuisance to the surrounding units and/or properties.
4. Loading/Unloading: Loading/unloading activities associated with the use approved by CUP 587 shall only occur during those 'Hours of Activity' specified within CUP 587 (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 were to be an occasional (once per month or less frequent) shipment 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 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 two (2) parking spaces along the building's Redwood Avenue frontage shall be striped and maintained for the applicant's use. It shall be the property owner's responsibility 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 587.
6. Company Vehicles: Company vehicles and/or service trucks are not to be parked on-site, or on City streets during non-business hours; and at no time shall any such vehicles double park or otherwise park in such manner as to encroach into public streets and sidewalks and/or impede traffic flow of public rights-of-way. Furthermore, no more than two company vehicles may visit the subject property at any one time. The applicant shall be responsible for managing arrivals and departures of company service vehicles in compliance with this restriction.
7. Storage: All materials, parts, tools, equipment, and/or any other item associated with this use, shall only be stored within the applicant's unit. There shall be no outside storage at any time.

8. General Waste: Trash, litter, boxes, crates, debris, or other used and/or discarded materials generated 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 either within the building or within a City approved enclosure on the property. An enclosure may be established on the 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.
9. Hazardous Waste: Any and all 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 587.
10. Water Runoff: This operation shall not create water run-off and/or conduct washing of vehicles on the premises or within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management.
11. Maintenance: The site 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 587. The applicant and/or property owner shall be responsible for maintenance and upkeep of the applicant's leased area for the duration of the allowed use.
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 at this site. The applicant shall not place any free-standing sign anywhere within City limits without Community Development Department approval.
13. Water: Issuance of CUP 587 does not grant the applicant and/or property 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 credits currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District.
14. 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.
15. Fire Department: The use authorized by CUP 587 must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department inspector. The property shall be available and open for

Fire Department safety inspections. Failure to comply with Fire Inspector requirements may be sufficient grounds for closure of the business and termination of CUP 587.

16. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance or blighting influence to neighboring units, the surrounding properties, or the City as a whole. That use authorized by CUP 587 shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, parking overflow, and/or other negative impacts that this operation may or will generate. Failure to effectively implement mitigation to abate negative and/or blighting impacts generated by this use may be adequate grounds for the City to amend or terminate CUP 587.
17. Violation/Termination: If the City determines that any term or condition of CUP 587 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 587, and may then order said Permit amended or revoked. The business 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.
18. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 587 shall be resolved by the Sand City Planning Department staff.
19. The issuance of CUP 587 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
20. Indemnification: To the extent permitted by law, the applicant 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, an permit or 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.
21. Business License: The applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the approved use within Sand City. Failure to maintain a current business licence may be sufficient grounds for termination of CUP 587.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of March, 2015, 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) 587 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, Associate Planner

APPLICANT ACCEPTANCE (CUP 587)

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 587)

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

10A

CITY OF SAND CITY

STAFF REPORT

FEBRUARY 13, 2014

**TO: Mayor & City Council
Todd Bodem, City Administrator**

FROM: Charles Pooler, Associate Planner

SUBJECT: Offer to Dedicate Conservation Easement for Sand Dollar Habitat Preserve

BACKGROUND

The City was contacted by Allyson Hitt (San Francisco office) and Mike Watson (Santa Cruz office) of the California Coastal Commission regarding whether Sand City wished to accept the 'Offer to Dedication of Conservation Easement' for the Sand Dollar Shopping Center's habitat preserve area (APN 011-011-031). The purpose of this Conservation Easement is to permanently preserve 7.6 acres of central dune scrub habitat within the Sensitive Habitat area that supports a population of Smith's Blue Butterfly and other sensitive species. The 'Offer to Dedication Conservation Easement' (see Attachment 1) states in the last paragraph of page 2 that *"It is the intent of this offer that, subject to the development and uses permitted or reserved in this offer, the Sensitive Habitat Area shall remain predominantly as undeveloped dune open space in substantially its natural state."*

The habitat preserve was established as part of the Sand Dollar Shopping Center development to address identified concentrations of the Central Maritime Chaparral, a viable habitat for the Smith's Blue Butterfly and other sensitive species. One of the mitigation measures identified in the Environmental Impact Report (EIR) for the Sand Dollar Shopping Center specified the *"...preparation of a dune habitat restoration program....developed in consultation with the U.S. Fish and Wildlife Service and the California Department of Fish and Game..."*. Another mitigation measure specified that *"...all areas containing designated environmentally sensitive habitat shall be permanently maintained in a scenic easement or some other method of preservation acceptable to the City."* Furthermore, Condition No. 14 of the master set of permit conditions states that:

"Prior to occupancy of any Phase of the project or at the time of recordation of the final map, whichever is earlier, the Property owner shall execute an offer to dedicate a scenic easement or some other instrument acceptable to the City on Parcel 4 as shown on the approved Tentative Map in perpetuity in favor of the City or another agency or entity acceptable to the City. The instrument shall be in accordance with the requirements of the Local Coastal Program and shall be reviewed and approved by the City Attorney."

The 'Offer to Dedicate Conservation Easement' was recorded with the Monterey County Recorder's Office on April 19, 1994, and is attached for reference (Attachment 1).

Land Use/Development Restrictions:

The Conservation Easement states that "...development and use of the Sensitive Habitat Area shall be limited to the following development and uses...." which include the following:

- 1) Open space for habitat preserve
- 2) Management and maintenance activities for the
 - a) conservation of habitat,
 - b) public/private visitation and scientific study, and
 - c) construction/maintenance for natural habitat protection; provided that such activities are consistent with the Biological Resource Management Plan (dated February 1, 1989 with Addendum No 1).
- 3) Construction and maintenance of development authorized by the Sand Dollar Center's development permits.
- 4) Construction and maintenance of public service and utilities, and
- 5) Future development and uses as permitted under the City's General Plan and certified Local Coastal Program that are consistent with preserving the sensitive habitat area.

Duration of the Offer & Binding Effect:

The terms specified in the "Offer to Dedicate Conservation Easement" (see Attachment 1 - Page 6, Section VIII of the recorded Easement) constitute covenants that run with the land, and are binding upon the property owner and all successors in ownership of that land for a period of twenty-one (21) years from the date of recording (April 19, 1994). If the offer is accepted by the Grantee (Sand City if we accept the offer) then the covenants will run with the land in perpetuity. The 21-year period will end on April 18, 2015. Planning staff is uncertain as to the legal repercussions if nobody accepts this Conservation Easement; however unlikely that scenario may be.

Acceptance of 'Offer to Dedicate Conservation Easement':

Section V of the Conservation Easement states that this offer may ONLY be accepted by the City of Sand City, or such other public agency or private association as may be designated or approved by both the City of Sand City and the Grantor (in this case, Fortuna Realty as the current property owner). The real question of whether Sand City should accept this offer comes down to whether Sand City wants to maintain control over this Conservation Easement, or to abdicate that control to another entity.

Potential Costs to Sand City:

Fortuna Realty is the current property owner of the habitat parcel, which makes Fortuna the acting 'Grantor' referred to in the Conservation Easement. It is the Grantor's responsibility to maintain the habitat area, which includes the retaining wall along Metz Road, the perimeter fencing, litter cleanup, and the like. The City's acceptance of the Conservation Easement would not alter the Grantor's responsibility. The Conservation Easement is to ensure that the habitat area is maintained. However, there was an instance when City's Public Works crew needed to perform repair on the perimeter fence along

Tioga Avenue to ensure public safety in an expedient time. The Public Works Foreman informed staff, in the preparation of this report, that this was a minor expense. Staff does not anticipate substantial routine expenses in accepting the Conservation Easement; however, if the City had to impose legal action upon the Grantor to enforce the requirements of the Conservation Easement, then legal expenses could be incurred by the City.

City Revenue Related to the Habitat Preserve:

According to the 2014 tax rolls, Fortuna Realty paid \$725 in property taxes on the habitat area. Sand City's eighteen percent (18%) portion of that tax comes out to a whopping \$130.50 in revenue. No other direct City revenue is generated from this habitat area, beyond its existence as mitigation that allowed the Sand Dollar Center's development and operation that in itself generates extensive revenues for Sand City. The Conservation Easement, whether accepted by Sand City or another entity, will not impact the continuation of property tax revenue from this habitat area. If the City or other public agency did acquire full ownership of the habitat property from Fortuna Realty, then property taxes would no longer be levied upon that property, and that minuscule revenue to the City would be lost.

Enforcement Powers of the Conservation Easement:

The "Enforcement" clause of the Conservation Easement (Section IV on Page 4) allows the Grantee (whomever holds title to the Easement) the right to enter the habitat area at all reasonable times to determine whether the terms of the Conservation Easement are being observed. Whomever the Grantee may be, would then have the legal power to impose upon the Grantor (property owner) any action in court necessary to enforce the Conservation Easement. This raises the question of whether it would be in Sand City's best interest to hold that authority unto itself, rather than allow that power to lay with any other public agency or private organization. There is an symbiotic economic relationship between Sand City and the property owners/ tenants of the Sand Dollar Center; which guarantees mutual cooperation between those parties. If another agency held title to the conservation easement, that guarantee through mutual financial interest would not exist.

CONCLUSION

What this boils down to is who will control the Conservation Easement. The reality is this area will remain as habitat. This area cannot be developed, as both the City's General Plan and Local Coastal Program (LCP) designate this area as protected habitat; which takes us back to the development restrictions stated within the conservation easement. Furthermore, Coastal Commission approval to amend the LCP to allow development in this area is extremely unlikely. The City's acceptance of this Conservation Easement will exclude other public agencies or interests from gaining management control over this habitat area. Acceptance of the easement by the City could also be the first step towards widening Tioga Avenue; followed by the City obtaining full ownership of the habitat parcel from Fortuna Realty. Fortuna gains no conceivable advantage in owning this property; so they may be amenable to dedicating this land at no cost to the City. The loss in property taxes (if the City acquired ownership of the parcel) would be minuscule.

RECOMMENDATION

Staff is recommending that the City Council **ACCEPT** the Offer to Dedicate Conservation Easement regarding the Sand Dollar Shopping Center habitat preserve. It should be noted that there is a time constraint, as the recording of acceptance (by whomever) must be completed by April 18, 2015, as that is the last day of the 21-year period specified in the Conservation Easement.

Attachments:

1. Offer to Dedicate Conservation Easement (as recorded with the Monterey County Recorder's Office on April 19, 1994).
2. Location Maps
3. Condition No. 14 of the Master Set of Conditions for the Sand Dollar Shopping Center.
4. Sand Dollar Shopping Center (SDSC) EIR Habitat Mitigation
5. Page 5 Excerpt of the "Agreement for Implantation of the Sand City Regional Shopping Center Biological Resource Management Plan" Identifying the Requirement for the Conservation Easement.
6. Draft Resolution to Accept the Offer to Dedicate Conservation Easement.

Recording Requested By and
When Recorded Mail To:

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

29905

NO FEE

RECORDED AT REQUEST OF
City of Sand City
APR 19 11 42 AM '94
OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

OFFER TO DEDICATE CONSERVATION EASEMENT

This Offer to Dedicate Conservation Easement ("Offer") is made this 20th day of September, 1989, by MONTEREY SAND CO., a California general partnership ("Grantor").

This Offer is made with reference to the following facts and circumstances:

A. Grantor is the owner of certain real property located in the City of Sand City, County of Monterey, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Sensitive Habitat Area").

B. A portion of the Sensitive Habitat Area is located in the coastal zone as defined in section 30103 of the California Public Resource Code and the Sand City Local Coastal Program as authorized by the California Coastal Act of 1976 requires that any development in the coastal zone must be consistent with the policies of the Local Coastal Program.

C. The Sensitive Habitat Area contains natural, scenic and open space qualities and features valuable for plant and wildlife habitat deemed worthy of protection and preservation.

D. Grantor has been granted and issued permits from the City of Sand City to undertake development consisting of a regional commercial center on real property which includes the Sensitive Habitat Area. The City of Sand City, pursuant to applicable law, granted to Grantor on April 18, 1989, the following permits (which, as amended from time to time, are collectively referred to herein as "the Permits"): Site Plan

Approval pursuant to Resolution No. SC-15 (1989); Coastal Development Permit Approval pursuant to Resolution No. SC-16 (1989); and Tentative Subdivision Map Approval pursuant to Resolution No. SC-17 (1989).

E. Condition No. 14 of the Permits requires the execution of an offer to dedicate a scenic easement or some other instrument acceptable to the City on Parcel 4 as shown on the approved tentative subdivision map in perpetuity in favor of the City or another agency or entity acceptable to the City.

F. This Offer is for the purpose of satisfying and complying with Condition No. 14 of the Permits.

NOW, THEREFORE, in consideration of the above recitals, and the granting and issuance of the Permits to Grantor, Grantor hereby offers to dedicate to the CITY OF SAND CITY or such other public agency or private association ("Grantee") as may be approved in writing by the City of Sand City and Grantor (which approval by Grantor shall not be unreasonably withheld), a conservation easement in perpetuity for the preservation of natural and scenic resources over the Sensitive Habitat Area.

This Offer consists of and shall be subject to the following terms and conditions.

I

PURPOSE AND INTENT OF THIS OFFER

The primary purpose of this Offer is to permanently preserve 7.6 acres of central dune scrub habitat within the Sensitive Habitat Area which supports, and may be suitable for expansion of, the resident population of Smith's Blue Butterfly. It is the intent of this Offer that, subject to the development and uses permitted or reserved in this Offer, the Sensitive Habitat Area shall remain predominantly as undeveloped dune open space in substantially its natural state. All of the development and uses permitted or reserved by Grantor in this Offer are expressly hereby declared to be consistent with the primary purpose and intent of this Offer.

II

RESTRICTIONS ON DEVELOPMENT AND USE

Grantor covenants and agrees that the development and use of the Sensitive Habitat Area shall be limited to the following development and uses, each of which is hereby expressly declared and found to be consistent with the primary purpose and intent of this Offer. When under applicable law governmental permits or approvals are necessary to engage in a particular development or use, such governmental permits or approvals shall be obtained prior to commencement of the development or use. Subject to Grantor's rights pursuant to Paragraph IX and X of this Offer, Grantor shall be responsible for all costs and expenses for maintenance, improvement, use or possession of the Sensitive Habitat Area except for costs incurred by Grantee for monitoring compliance with the terms of this Offer.

The development and uses permitted under this Offer are the following:

- A. Open space for plant and wildlife habitat protection.
- B. Management, maintenance and improvement activities for the conservation, protection and enhancement of the natural habitat; public and private visitation and scientific study; and the construction, maintenance, repair and use of minor structural facilities related to the maintenance or incidental use of the Sensitive Habitat Area for natural habitat protection and public and private visitation and scientific study; in each case as provided for in, or consistent with the Biological Resource Management Plan, Sand City Regional Shopping Center prepared by Harding Lawson Associates dated February 1, 1989, with Addendum Number 1 dated March 7, 1989, as amended from time to time, (hereinafter the "Biological Resource Management Plan") which is on file with the City.
- C. The construction, maintenance, repair and use of the development and uses authorized by the Permits.
- D. The construction, maintenance, repair and use of public service and utility lines, pipes and minor transmission faci-

ilities (including those for gas, electricity, telephone, water, sewer, and cable television), and facilities for drainage and erosion and sedimentation control.

E. Such future development and uses as may be permitted under the City of Sand City General Plan and Certified Local Coastal Program consistent with the primary purpose and intent to preserve and maintain the Sensitive Habitat Area substantially as natural habitat open space under the provisions of this Offer.

III

RESERVATIONS

Grantor reserves from this Offer the right to conduct and engage in all of the development and uses enumerated in Paragraph II above and such other development and uses as are consistent with the primary purpose and intent of this Offer, which is to preserve and maintain the Sensitive Habitat Area substantially as natural habitat open space under the provisions of this Offer. Such rights are reserved by Grantor for the benefit of Grantor and its successors and assigns. Grantor or its successors and assigns may reserve any such rights to itself and its successors and assigns by appropriate easements or other instruments in connection with any conveyance of title to the Sensitive Habitat Area.

IV

ENFORCEMENT

Upon acceptance of this Offer by Grantee:

A. Grantee and its agents shall have the right to enter upon the Sensitive Habitat Area at all reasonable times to determine whether the terms of this Offer are being observed. If Grantee believes that Grantor is not carrying out the terms of this Offer, Grantee shall give written notice to Grantor specifying the respects in which Grantee believes that Grantor is not carrying out the terms of this Offer. If Grantor does not commence action to reasonably remedy the deficiencies specified in Grantee's notice within twenty (20) days after receipt of Grantee's notice, or if Grantor does not thereafter diligently

pursue and complete such remedial action, Grantee may avail itself of the legal and equitable remedies provided in Paragraph B below. Grantor's failure to observe the terms of this Offer shall not, however, affect the effectiveness or validity of the Permits.

B. Grantee may bring any action in court necessary to enforce this Offer, including but not limited to injunction to terminate any use or activity contrary to the restrictions of this Offer and to force the restoration of all damage done by such use or activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the enforcement proceeding provided in this paragraph is not exclusive and that Grantee may pursue any appropriate legal and equitable remedies. Any forbearance on the part of Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

V

ACCEPTANCE OF OFFER

This Offer may be accepted only by the City of Sand City, or such other public agency or private association as may be designated or approved in writing by both the City of Sand City and Grantor prior to acceptance. Grantor's approval shall not be unreasonably withheld.

This Offer shall be accepted by Grantee only by the execution, acknowledgment and recording of the Certificate of Acceptance in the form of Exhibit "B" attached hereto and incorporated by reference herein, and delivery of a copy thereof to Grantor, and to the City of Sand City (if the Grantee is other than the City of Sand City).

VI

AMENDMENT

This Offer may be amended by the written agreement of Grantor and the City of Sand City at any time prior to acceptance of this offer. After acceptance of this offer, this offer and

5

the conservation easement may be amended by the written agreement of Grantor, Grantee, and the City of Sand City (if the Grantee is other than the City of Sand City). Any such amendment shall be effective upon recording.

VII

NO RECOURSE

No recourse shall be had against any partner of Grantor or any partner or subpartner of a partner of Grantor, or any legal representative, heir, successor or assign of any thereof, on account of any obligation or for any claim arising out of or in respect to this Offer, or any act or omission with respect to the performance of this Offer or in the course thereof. Recourse for any such obligation or claim shall be limited solely to Grantor and the assets of Grantor (a deficit capital account of any partner of Grantor or other funding obligation of a partner under the partnership agreement of Grantor shall not be deemed an asset or property of Grantor), and no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, on any such obligation or claim shall be sought, obtained or enforced against any partner or heir, successor or assign, or against their respective individual assets.

VIII

DURATION OF OFFER AND BINDING EFFECT

The terms, covenants, conditions, restrictions and reservations contained in this Offer constitute covenants running with the land described in Exhibit "A" and shall be binding upon and inure to the benefit of Grantor and its successors and assigns in the ownership of the land described in Exhibit "A" for a period of twenty-one (21) years from the date of recording of this offer. If this Offer is accepted by Grantee in accordance with its terms within said twenty-one (21) year period, all of the terms, covenants, conditions, restrictions and reservations contained in this Offer shall constitute covenants running with the land described in Exhibit "A" in perpetuity and shall burden the land and be binding upon and inure to the benefit of Grantor

and its successors and assigns in the ownership of the land described in Exhibit "A" as a conservation easement in perpetuity for the benefit of Grantee.

IX

TRANSFER OF TITLE

Grantor shall have the absolute right to transfer its right, title and interest in and to all or any portion of the Sensitive Habitat Area, and upon such a transfer the transferee, by acceptance of the deed (whether or not so stated in the deed), shall have assumed and be obligated to perform all of the covenants of Grantor under this Offer, and shall have all of the rights and obligations of Grantor for all purposes under this Offer, except and to the extent that such rights may be otherwise reserved as provided in Paragraph III; and upon such a transfer Grantor shall be fully relieved and discharged from all of Grantor's obligations under this Offer with respect to the land transferred.

X

ASSIGNMENT

A. Grantor shall have the right to assign its rights or delegate its obligations under this Offer, in whole or in part. No such assignment or delegation by Grantor, however, shall relieve the owner or owners of the Sensitive Habitat Area from the obligation to perform the covenants of this Offer as covenants running with the land as specified in Paragraph VIII above.

B. Grantee shall have the right to assign its rights and delegate its obligations under this Offer, but only to a public agency or private association which agrees in writing to accept such rights and assume such obligations and is approved in writing in advance by Grantor. Grantor's approval shall not be unreasonably withheld. Grantee shall not abandon the conservation easement once accepted, but may assign the conservation easement in accordance with the preceding sentence.

XI

TAXES AND ASSESSMENTS

Grantor agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the sensitive habitat area. It is intended that this Offer and the use restrictions contained herein constitute enforceable restrictions within the meaning of article XIII, section 8 of the California Constitution and section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Offer and the restrictions contained herein shall be deemed to constitute a burden upon the property within the meaning of section 3712(d) of the California Revenue and Taxation Code or successor statute.

XII

SUCCESSORS AND ASSIGNS

Subject to the foregoing provisions of this Offer, this Offer and all of its terms shall be binding upon and inure to the benefit of Grantor and its successors and assigns and Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Offer on the 20th day of September, 1989.

MONTEREY SAND CO.,
a California General Partnership,

By: MONTEREY SAND COMPANY,
a California corporation, a
general partner

By: George H. Robinette III
GEORGE H. ROBINETTE III,
President

By: Robert E. McDonald III
ROBERT E. MCDONALD III,
a general partner

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 20th day of September, 1989, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared GEORGE H. ROBINETTE III, personally known to me (or proved to me on the basis of satisfactory evidence to be) the President of MONTEREY SAND COMPANY, a California corporation, the corporation that executed the within instrument, said corporation being a General Partner of MONTEREY SAND CO., a California general partnership, and acknowledged to me that said corporation executed the same as a General Partner of said general partnership and that said general partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on the date set forth above in this certificate.

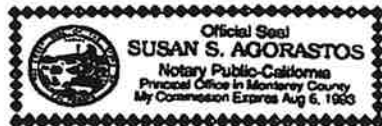


Beverly M. Kehoe
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 20th day of September, 1989, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared ROBERT E. McDONALD III, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on the date set forth above in this certificate.



Susan S. Agorastos
Notary Public

EXHIBIT A

SENSITIVE HABITAT AREA

LEGAL DESCRIPTION

Parcel 4 as shown and so designated on that certain map filed for record on May 17, 1989, in Volume 16 of Cities and Towns, at Page 67 in the Office of the Recorder of Monterey County, California.

EXHIBIT B

Recording Requested By and
When Recorded Mail To:

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

CERTIFICATE OF ACCEPTANCE

OFFER TO DEDICATE CONSERVATION EASEMENT

This is to certify that _____
hereby accepts the Offer to Dedicate Conservation Easement
executed by Monterey Sand Co. on _____, 1989, and
recorded on _____, 1989, in Reel _____, Page _____, of
the Official Records in the Office of the Recorder of Monterey
County.

DATED: _____

By: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this _____ day of _____, 1989, before me, a
Notary Public, State of California, duly commissioned and sworn,
personally appeared _____,
personally known to me or proved to me on the basis of satis-
factory evidence to be the _____ of the
that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the
therein named, and acknowledged to me that such
executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal on the date set forth above in this certificate.

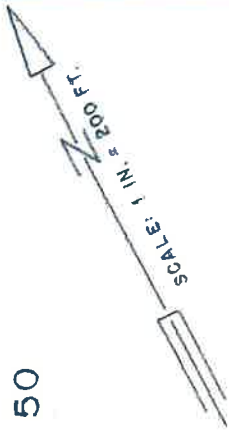
Notary Public

END OF DOCUMENT

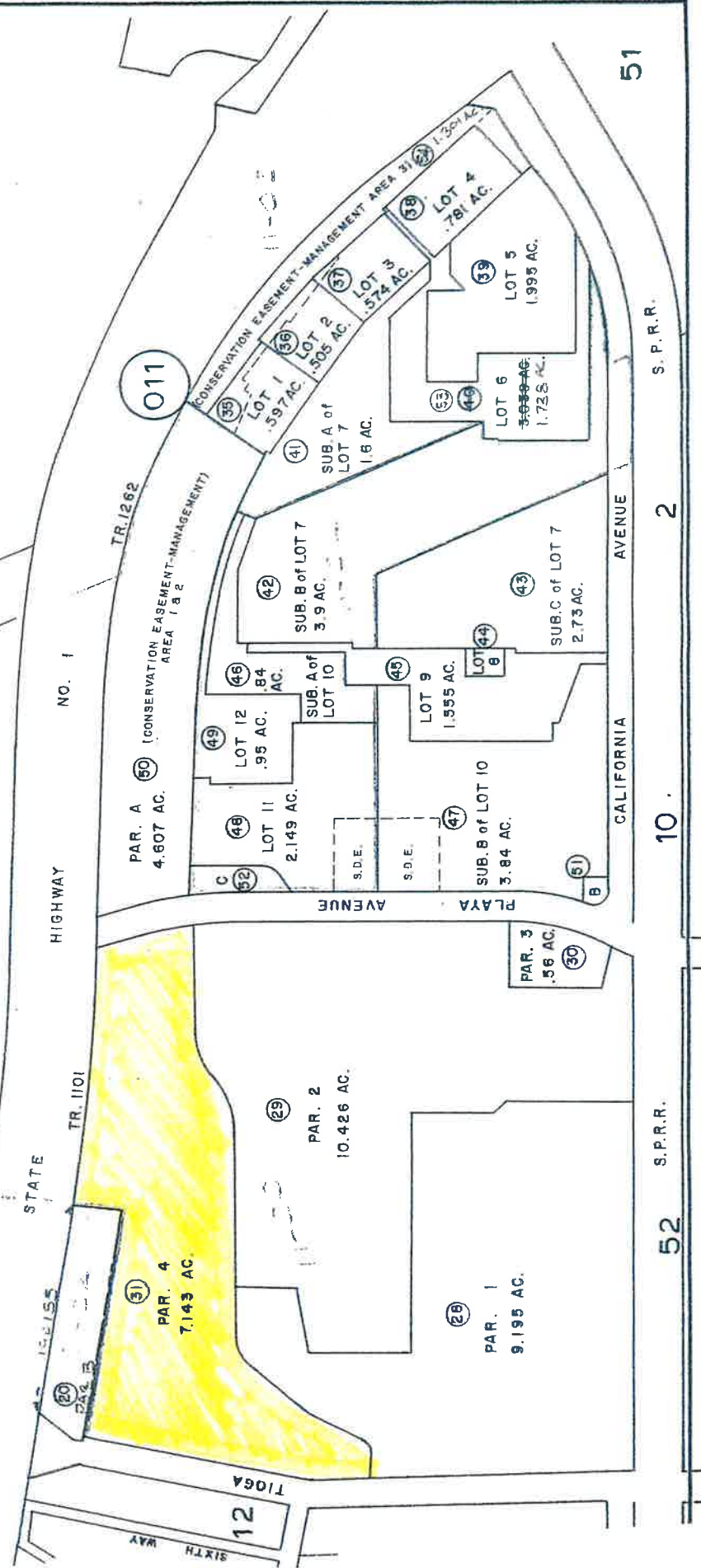
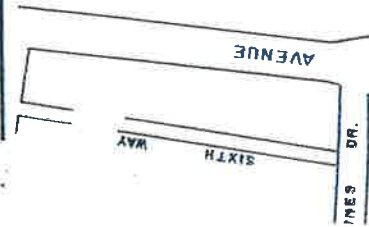
TRACT NO. 1101
SAND DOLLAR SHOPPING CENTER
RECORDED 5-17-89

TRACT NO. 1262
EDGEWATER ON MONTEREY BAY
RECORDED 7-25-96

50



1-2



51

S.P.R.R.

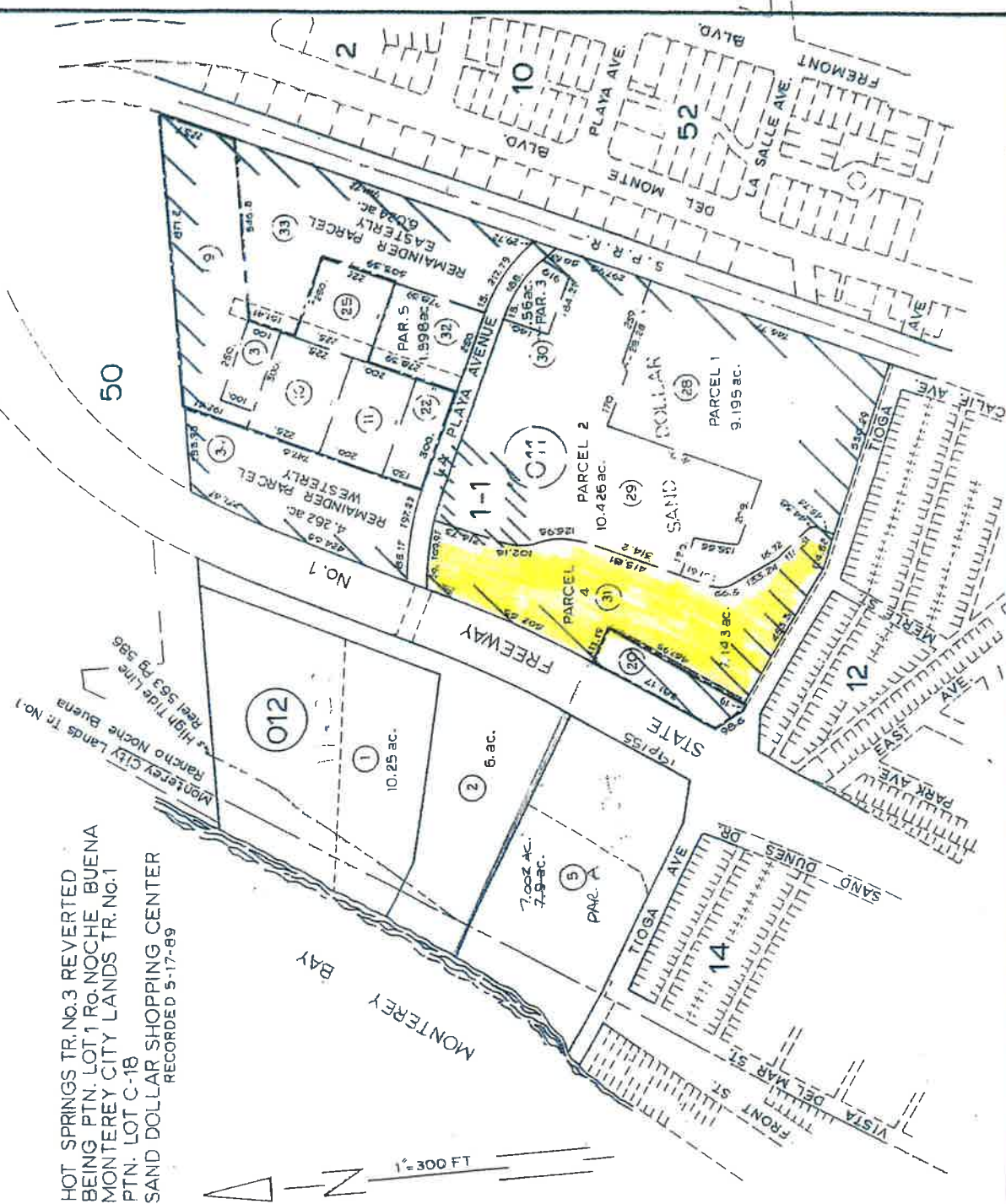
2

10

S.P.R.R.

52

TAX RATE AREA



HOT SPRINGS TR. NO. 3 REVERTED
BEING PTN. LOT 1 R.O. NOCHE BUENA
MONTEREY CITY LANDS TR. NO. 1
PTN. LOT C-18
SAND DOLLAR SHOPPING CENTER
RECORDED 5-17-89

MASTER SET OF PERMIT CONDITIONS

14. Prior to occupancy of any Phase of the project or at the time of recordation of the final map, whichever is earlier, the Property Owner shall execute an offer to dedicate a scenic easement or some other instrument acceptable to the City on Parcel 4 as shown on the approved Tentative Map in perpetuity in favor of the City or another agency or entity acceptable to the City. The instrument shall be in accordance with the requirements of the Local Coastal Program and shall be reviewed and approved by the City Attorney. (SP, CP, TM)

TRANSPORTATION

15. Prior to occupancy of any Phase of the project or at the time of recordation of the final map, whichever is earlier, the Property Owner shall dedicate in fee title to the City of Sand City a 10 foot strip along the southerly boundary of the Property for the widening of Tioga Avenue. The dedication shall be subject to review by the City Engineer and to acceptance by the City Council. (SP, CP, TM)

16. Prior to occupancy of any Phase of the project the improvements to Tioga Avenue shall be constructed in accordance with plans approved by the City Engineer based upon the standards set forth herein. Plans shall be submitted by the Property Owner and approved by the City Engineer for the improvement of Tioga Avenue to a two lane street with a 60 foot right-of-way. Said plans shall incorporate the following standards:

A. A minimum 44 foot curb-to-curb paved width along the project frontage east of the realigned Metz Road.

B. Left turn lanes shall be provided at all project driveways, as well as the California Avenue intersection. A two way median left turn lane for left turn movements related to the existing development along the south side of Tioga Avenue if necessary.

C. A 30 to 36 foot paved width west of realigned Metz Road to avoid impacts on the dune habitat areas.

D. Curb parking shall be prohibited along the project frontage on Tioga in order to provide for right turn acceleration and deceleration.

SDSC EIR HABITAT MITIGATION



Mitigation Measures

The following measures are proposed in order to reduce the potentially adverse biological impacts of the proposed project to a level of significance:

1. Prior to development, reclamation of the mining areas should occur, and in a manner consistent with the adopted reclamation plan and other provisions of the State Mining and Reclamation Act as may be relevant.
2. The resource management guidelines proposed in the McDonald Property Specific Plan should be adopted and implemented as a part of the proposed project. These guidelines are reproduced in Appendix G of this EIR.
3. A most important feature of the guidelines is the preparation of a dune habitat restoration program. This program should be developed in consultation with the U.S. Fish and Wildlife Service and the California Department of Fish and Game. The program should respond to and comply with the restoration, public access, and maintenance specifications of the resource management guidelines. In addition, the program should implement those specific mitigation measures that reference the program that are contained in this section of the EIR.
4. Potential impacts on special interest species on the site and in the percolation pond area should be mitigated as follows:

- a. Smith's Blue Butterfly

In order to avoid the taking of the Smith's blue butterfly, development within the building envelope and service loading zone should avoid the mapped locations of the host buckwheat habitat of the Smith's blue butterfly.

A realignment of proposed Metz Road to the east should be accomplished in such a manner to avoid grading or other disturbance to the identified habitat of the Smith's blue butterfly.

The habitat of the Smith's blue butterfly should be clearly delimited by snow fencing or in some other manner, and construction equipment should not enter into it.

The habitat restoration program should describe the type and amount of restoration necessary to mitigate the project's impact on Smith's blue dispersal.

b. Black Legless Lizard

The mitigation measures for black legless lizard are similar to those for Smith's blue butterfly because of the similarity of the impacts.

Development within the building envelope and service loading zone and the realignment of Metz Road should be done in such a manner to avoid grading or other disturbance within the sand dune habitat of the black legless lizard.

The habitat of the black legless lizard should be clearly delimited by snow fencing or in some other manner, and construction equipment should not enter into the lizard's habitat.

The habitat restoration program should define the amount of restoration necessary to mitigate the project's impact to dispersal of black legless lizards.

Black legless lizards, if any are found, should be captured from the designated location of the percolation pond prior to excavation. Raking the sand is an established technique for capturing black legless lizards and is a method suggested to remove them from the area of the proposed percolation pond. Once captured, they should be relocated to suitable habitat in the vicinity of the project site.

c. Monterey Bay Gilia

The design of the proposed project is such that the population of Monterey Bay gilia identified on Figure 9 experiences no impacts.

Because the survey for this species of gilia was conducted during the very end of its flowering period, it was not as visible as it would have been if its population was at the height of full bloom. To avoid impacts from sand dune

restoration activities that will be carried out in accordance with the habitat restoration program, an additional survey for Monterey Bay gilia should be conducted during the height of its flowering period, March through May.

If any additional locations of Monterey Bay gilia are found, additional mitigation may be warranted. This mitigation could entail recreating habitat elsewhere in the Coastal Zone dune for Monterey Bay gilia. A qualified coastal habitat biologist should be consulted.

d. Coast Wallflower

If the coast wallflower experiences any unforeseen impacts from the proposed development, then habitat for this species should be recreated within the Central Dune Scrub vegetation type in the Coastal Zone.

e. Monterey Bay Spineflower

If Monterey Bay spineflower is, in fact, present on the project site and is impacted by the proposed development, then habitat for this species should be restored within the Central Dune Scrub or Central Maritime Chaparral vegetation types. Creating habitat for Monterey Bay spineflower by eradicating ruderal plants and ice plant from the Central Dune Scrub and Central Maritime Chaparral is a possible mitigation measure, especially since an iceplant eradication program will be implemented for the west side of the large dune to fulfill a resource management objective of the Specific Plan and in accordance with LCP policy.

f. Central Maritime Chaparral - Sandmat Manzanita and Monterey Ceanothus

A survey of the proposed location of the percolation pond should be carried out for Central Maritime Chaparral, sandmat manzanita, and Monterey ceanothus. If Central Maritime Chaparral, sandmat manzanita, and Monterey ceanothus grow within the area of the proposed pond, then an alternate location or alternate shape of the pond should be examined.

If the placement of the percolation pond displaces any Central Maritime Chaparral vegetation, sandmat manzanita or Monterey ceanothus, then this vegetation type and associated rare plant species should be replanted in the vicinity. Areas within the Central Maritime Chaparral vegetation type that are dominated by ice plant or ruderal vegetation could be targeted for the revegetation program. The ruderal vegetation could be eradicated and Central Maritime Chaparral, sandmat manzanita, and Monterey ceanothus could be replanted in its place. The area of ground to be replanted should at least equal the area from which Central Maritime Chaparral, sandmat manzanita, or Monterey ceanothus would have been removed from the proposed site of the percolation basin.

g. Central Dune Scrub

Design of the project should be such that development within the remaining Central Dune Scrub is minimized.

Restoration of areas of the Central Dune Scrub that are currently degraded by sand mining are measures that would mitigate the loss of this vegetation type. The amount and type of restoration should be determined by a qualified botanist during reclamation of the affected lands as required in the officially adopted Reclamation Plan.

5. As a condition of site plan approval, all areas containing designated environmentally sensitive habitat shall be permanently maintained in a scenic easement or some other method of preservation acceptable to the City.

EXCERPT – BIO. RESOURCE MNGMT. PLAN

this program will be implemented as deemed necessary or desirable to provide maximum feasible opportunity to achieve the desired results.

5. Transplant and Salvage of Existing Plants: Transplant and salvage of existing plant species will be conducted in the manner described in the RMP to the extent such transplanting proves successful.

6. Collection and Relocation of Black Legless Lizard: Black Legless Lizards will be collected from the percolation pond area and relocated to the Sensitive Habitat Area in the manner described in the RMP.

7. Habitat Protection During construction: Temporary fencing, signing, grading operator education and grading monitoring for habitat protection as described in the RMP will be implemented during construction.

8. Permanent Fencing: Permanent fencing for the Sensitive Habitat Area will be installed upon completion of implementation actions.

9. Permanent Protection: MSCo. will offer to dedicate a conservation easement to the City, which conservation easement will prohibit development of the Sensitive Habitat Area in perpetuity.

10. Monitoring and Maintenance: Monitoring and maintenance of the Sensitive Habitat Area will be performed as described in the RMP. The Property Owners will be responsible for said RMP monitoring and maintenance for a maximum period of ten years from the date of this Agreement. If the City HCP (as

CITY OF SAND CITY

RESOLUTION SC _____, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY ACCEPTING
THE OFFER TO DEDICATE CONSERVATION EASEMENT FOR THE
SAND DOLLAR SHOPPING CENTER HABITAT PRESERVE
(APN 011-011-031)**

WHEREAS, Sand City was contacted by the California Coastal Commission to inquire if the City desired to accept the 'Offer to Dedicate of Conservation Easement' for the Sand Dollar Shopping Center's habitat preserve area (APN 011-011-031); and

WHEREAS, the habitat preserve was established as part of the Sand Dollar Shopping Center's development mitigation to address identified concentrations of the Central Maritime Chaparral, a viable habitat for the Smith's Blue Butterfly and other sensitive species identified in the Sand Dollar Center's Environmental Impact Report (EIR); and

WHEREAS, the 'Offer to Dedicate Conservation Easement' was created in compliance with Condition No. 14 of City issued land use entitlement/development permits and the Biological Resource Management Plan for the Sand Dollar Shopping Center; and

WHEREAS, the terms specified in the 'Offer to Dedicate Conservation Easement' constitute covenants that run with the land, and are binding upon the property owner and all successors in ownership of that land for a period of twenty-one (21) years from the date of recording (April 19, 1994); and

WHEREAS, Section V of the conservation easement states that this offer may only be accepted by the City of Sand City, or such other public agency or private association as may be designated or approved by both the City of Sand City and the Grantor; and

WHEREAS, it is in Sand City's best interest to accept the "Offer to Dedicate Conservation Easement' in order to maintain unto itself those rights/privileges granted to the "Grantee" of the Conservation Easement rather than abdicating those rights and privileges to an outside entity.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sand City to accept the 'Offer to Dedicate Conservation Easement' for the Sand Dollar Shopping Center's habitat preserve bounded by Metz Road to the east, State Highway 1 Freeway corridor to the west, Tioga Avenue to the south, and Playa Avenue to the north.

PASSED AND ADOPTED, by the City Council of Sand City, this ___ day of March, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Linda K. Scholink, City Clerk

APPROVED:

David K. Pendergrass, Mayor

AGENDA ITEM

10C


Having trouble viewing this email? [Click here](#)



Member2Member

Wine-Dine-Jazz at Hyatt, 107th Annual Awards Dinner

107th MPCC Annual Awards Dinner: LAST CHANCE TO RSVP

 **Monterey Jazz Festival**






THE HYATT REGENCY MONTEREY HOTEL AND SPA INVITES YOU TO

WINE. DINE. JAZZ.

Enjoy Three Winemaker Dinners and One Grande Finale Event
with Award Winning Local Wines and SWINGIN' Jazz!

Wine. Dine. Jazz. salutes the education programs of the Monterey Jazz Festival - the longest continuously running jazz festival in the world! Throughout 2015, the Hyatt Regency Monterey Hotel and Spa celebrates our "home grown" student musical protégés and the Festival's travelling clinicians!

FOR MORE INFORMATION
WINEDINEJAZZMONTEREY.COM

Hyatt Regency Monterey Hotel & Spa, 1 Old Golf Course Road, Monterey
Saturday, March 7, 2015 • 6:00 to 10:00pm

10th Annual Awards Dinner

Please join us as we honor...



Citizen of the Year

Chris Shake
Old Fisherman's Grappa



Ruth Vreeland Memorial
Public Official of the Year

The Honorable
Chuck Dello Sato
Former Mayor, City of Monterey



Robert C. Littlefield Award
For Lifetime Achievement

Joy G. Anderson
Mariposa Inn & Suites /
Alzheimer's Association

2014 Business and Volunteer of the Year to be announced.

CONGRATULATE THIS YEAR'S HONOREES WITH AN AFFORDABLE AD IN THE PROGRAM!
AD PRICES RANGE FROM \$75 TO \$300. FOR MORE INFORMATION
EMAIL INFO@MONTEREYCHAMBER.COM OR CALL 831-648-5350.

Presented by Monterey County Bank, MPCC's Annual Awards Dinner is a Chamber tradition celebrated for more than a century, and is expected to draw over 500 Chamber members, local business people, and community leaders from throughout the region. Come experience our annual elegant affair featuring a four-course meal, live entertainment and silent auction as we honor local distinguished community members for their dedication to the Monterey Peninsula.



\$150 Per Guest or \$1,500 Per Table of Ten
Reservation Deadline: Monday, March 2
CLICK HERE TO RSVP, call 831-648-5350
or visit www.montereychamber.com.



To advertise in our next edition of Member2Member, call Judy at 831.648.5388.

Monterey Peninsula Chamber of Commerce
www.montereychamber.com | communications@montereychamber.com



[Forward email](#)



February 24, 2015



CHAMBER CONNECTION

A weekly e-publication of the Monterey Peninsula Chamber of Commerce

IN THIS ISSUE:

- [Upcoming Events...](#)
- [Taylor Made Weddings & Events Ribbon Cutting](#)
- [107th Annual Awards Dinner](#)
- [Chamber News...](#)
- [Judy Fletcher Graduates From W.A.C.E. Academy](#)
- [In Other News...](#)
- [Monterey "State of the City" Report](#)
- [Vote for Monterey](#)
- [International Women's Day Luncheon](#)
- [Wine, Dine and Jazz](#)
- [Welcome New Member...](#)
- [Alvarado Street Brewery](#)
- [Team Tax Pros](#)

CHAMBER QUICK LINKS

- [ChamberLink](#)
- [Chamber Events](#)
- [Chamber News](#)
- [Chamber Photos](#)
- [About the Chamber](#)

MONTHLY CHAMBER COMMITTEE MEETINGS

Education

2nd Monday: 3:30pm

Membership

2nd Tuesday: 9:00am

Government Affairs

2nd Wednesday: 3:30pm

Finance

UPCOMING EVENTS...



Date: Saturday, March 7

Time: 6:00 to 10:00pm

Location: Hyatt Regency Monterey Hotel & Spa, 1 Old Golf Course Road, Monterey

Cost: \$150 Per Guest or \$1,500 Per Table of Ten

Presented by



Presented by Monterey County Bank, MPCC's Annual Awards Dinner is a Chamber tradition celebrated for more than a century, and is expected to draw over 500 Chamber members, local business people, and community leaders

from throughout the region. Come experience our annual elegant

affair featuring a four-course meal, live entertainment and silent auction as we honor local distinguished community members for their dedication to the Monterey Peninsula.



Citizen of the Year
Chris Shake
Old Fisherman's Grotto



Public Official of the Year
The Honorable Chuck Della Sala
Former Monterey Mayor



Littlefield Award for Lifetime Achievement
Joy G. Anderson
Mariposa Inn & Suites / Alzheimer's Association

107th ANNUAL
AWARDS DINNER

You're INVITED!

Invitations have been mailed out for our Annual Awards Dinner. If you would like to RSVP, please visit our [website](#) or call 831-648-5350.



SAVE THE DATE

TODAY

Tuesday, February 24

Taylor Made Weddings & Events Ribbon Cutting
5:00 to 6:30pm

Saturday, March 7

107th Annual Awards Dinner
6:00 to 10:00pm

Tuesday, March 10

Team Tax Pros Ribbon Cutting

CHAMBER NEWS...

Judy Fletcher Graduates From W.A.C.E. Academy



Judy Fletcher, Vice President of Membership Development at the Monterey Peninsula Chamber of Commerce, was among the 24 chamber executives to graduate from Academy, a professional development program presented by the Western Association of Chamber Executives (W.A.C.E.).

[Click here to read more](#)

IN OTHER NEWS...

Monterey "State of the City" Report

Date: Thursday, February 26

Time: 8:00am

Location: Monterey Conference Center (Serra Ballroom), 1 Portola Plaza, Monterey

The Monterey Commercial Property Owners Association (MCPOA) presents Monterey "State of the City" Report featuring Mayor Clyde Roberson and City Manager Mike McCarthy.



5:00 to 6:30pm

For more information please call 831-655-3764.

[Click here to read more](#)

Tuesday, March 24

Sullivan's Tires Ribbon

Cutting

5:00 to 6:30pm

**Vote for Monterey -
Happiest Seaside Town Nominee!**

Tuesday, April 7

Direct Access MD Ribbon

Cutting

5:00 to 6:30pm

Monterey is a finalist for the fourth annual list of the top places to live on the coast by Coastal Living. Cast your vote to dub Monterey the "Happiest Seaside Town in 2015!"

[Click here to read more](#)

Tuesday, April 21

The Dunes on Monterey Bay

Ribbon Cutting

5:00 to 6:30pm

**International Women's Day Luncheon -
Women, Media, and Social Change**



Middlebury Institute of
International Studies at Monterey

Tuesday, April 28

Kernes Adaptive Aquatics

Ribbon Cutting

5:00 to 6:30pm

Date: Friday, March 6

Time: 11:30am to 1:00pm

Location: Monterey Marriott, 350 Calle Principal, Monterey

Cost: \$35 per person

Thursday, April 30

Jeanette M. Kern, DDS

Ribbon Cutting

5:00 to 6:30pm

The Women's International Perspective, a publication of the Middlebury Institute of International Studies, celebrates International Women's Day with Women, Media, and Social Change, a fundraising luncheon to share The WIP's accomplishments and our vision for the future.

[Click here to read more](#)

Thursday, July 23

29th Annual Business

Excellence of the Year

Awards

6:00 to 10:00pm

AD SPACE NOW
AVAILABLE

**Monterey Jazz Festival and Hyatt Regency Return
for "Wine, Dine and Jazz" to Benefit Jazz Education**

EXPAND YOUR COMPANY'S

BRAND PRESENCE

Advertise in the
Monterey Peninsula
Chamber of Commerce
2015 Resource Guide and
Business Directory

Date: Wednesday, March 11

Time: 6:00pm

Location: Hyatt Regency Monterey
Hotel &

Spa, 1 Old Golf Course Road, Monterey

Cost: \$85 per person



Monterey Jazz Festival

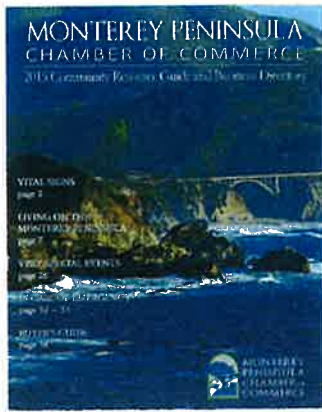


HYATT
REGENCY

Monterey Jazz Festival and the Hyatt Regency Monterey Hotel and Spa are teaming up again in 2015 for a series of special events to benefit the Festival's jazz education programs. Four separate "Wine, Dine and Jazz" events will take place at the TusCA Ristorante, and are hosted by chef Steve Johnson.

[Click here to read more](#)

WELCOME NEW MEMBER...



For more information contact Judy Fletcher 831-648-5388 or [email](mailto:judy@montereychamber.com)

[Click here to learn more](#)

Alvarado Street Brewery

426 Alvarado Street
Monterey, CA 93940
(831) 655-2337
www.alvaradostreetbrewery.com



The Alvarado Street Brewery & Grill, located in historic downtown Monterey, CA is a brewery and New American restaurant offering locally sourced and thoughtfully created, approachable food and artisan craft beer. Alvarado Street Brewery & Grill features Chef Aaron Haas' exciting take on California and New American cuisine that emphasizes seasonal, local and sustainable ingredients paired with Head Brewer J.C. Hill's hop-forward brewing style focused on bright, West Coast style ales, Belgian-inspired ales, and a variety of experimental batches across all styles.

[Click here to read more](#)

Team Tax Pros

211 W. Franklin Street
Monterey, CA 93940
(831) 324-4167
www.teamtaxpros.com



Team Tax Pros

Team Tax Pros' personal attention and extensive expertise will put you at ease. Once they get acquainted with your specific goals, you can relax while they capably handle your affairs. Team Tax Pros enjoy meeting their clients in person as well as speaking with them via telephone or email while they are living or working internationally. They take your business needs seriously, but enjoy working and getting to know their clients in the friendly, relaxed atmosphere.

[Click here to read more](#)

CONTACT US

The Monterey Peninsula Chamber of Commerce
30 Ragsdale Drive, Suite 200 | Monterey, CA 93940 | 831.648.5350
www.montereychamber.com | info@montereychamber.com



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