



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, MAY 5, 2015

5:30 P.M.

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

Regular Meeting – May 5, 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 April 15, 2015 Special Council Meeting Minutes
- B. Approval of April 21, 2015 Council Meeting Minutes
- C. Approval of City Donation/Contribution
 - 1) Monterey County Film Commission - \$500
 - 2) 17th Annual Monterey Cowboy Poetry & Music Festival - \$200
- D. Acceptance of City/Successor Agency Treasury Report, March 2015

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PUBLIC HEARING

- A. Consideration of City RESOLUTION Approving Conditional Use Permit 589 to Mike Donnelly for an Office and Display at 825 California Avenue
- B. Consideration of City RESOLUTION Approving Conditional Use Permit 590 for Tom Guice allowing Storage for a Contractor Operation as an interim use of Property at 856 Tioga Avenue
- C. Consideration of City RESOLUTION Approving Conditional Use Permit 591 for Max Kammerer allowing an Ornamental Metal Workshop at 352-A Orange Avenue

8. OLD BUSINESS

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

9. NEW BUSINESS

- A. Consideration of City RESOLUTION Approving a Contract with EMC Planning Group for the Redesign of the Sand City Website at a Cost not to exceed \$18,000
- B. Consideration of City Engineer Request for Authorization to Advertise Request for Proposal (RFP) for Street Sweeping Services for the City of Sand City
- C. Consideration of City Participation in the Monterey County Free Libraries (MCFL) Branchlet Project
- D. Approval of City RESOLUTION authorizing Contract Services with Bartel Associates for a cost not to exceed \$14,000 for Actuarial and Legal Services, respectively, as related to the City's Compliance with GASB 45 for Fiscal Year 2015/16
- E. Comments by Council Members on Meetings and Items of interest to Sand City
- F. Upcoming Meetings/Events

10. 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

11. SWEARING IN CEREMONY OF NEW POLICE CHIEF

- A. Swearing in Ceremony of New Chief of Police Mr. Brian Ferrante

12. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, May 19, 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**

SPECIAL Meeting – Wednesday, April 15, 2015
12:00 P.M.
CITY COUNCIL CHAMBERS

The Mayor opened the meeting at 12:04 P.M.

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

Staff: Todd Bodem, City Administrator
Linda Scholink, Director of Administrative Services/City Clerk

AGENDA ITEM 3, COMMUNICATIONS

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

B. Oral

12:05 P.M. Floor opened for Public Comment.

There was no comment from the Public.

12:05 P.M. Floor closed to Public Comment

AGENDA ITEM 4, CLOSED SESSION

12:05 P.M.

A. City Council/Agency Board adjourned to Closed Session to Consider Public Employee Performance Evaluation pursuant to Section 54957(b)(1) of the Ralph M. Brown Act, position: City Administrator

12:50 P.M.

B. The City Council re-adjourned 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

There was no action taken.

AGENDA ITEM 5, ADJOURNMENT

Motion to adjourn the Special Council meeting was made by Council Member Hubler, seconded by Council Member Blackwelder. There was consensus of the Council to adjourn to the next regularly scheduled Council meeting on April 21, 2015 at 12:50 P.M.

Linda K. Scholink, City Clerk

AGENDA ITEM

5B

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

Regular Meeting – April 21, 2015
5:30 P.M.
CITY COUNCIL CHAMBERS

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

The invocation was led by Reverend 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's activity report, and proposed amendments to the Chief of Police/Public Works Supervisor Employment Agreement (Agenda item 5L).

B. Oral

5:31 P.M. Floor opened for Public Comment.

Police Chief Michael Klein commented that this will be his last official Council meeting and expressed his thanks to the Council, staff, and residents for their support, love, and care over the past 25 years.

Mayor Pendergrass added that the City has been through many adventures with Chief Klein, who was also instrumental in Sand City's growth. The City's new Police chief will take office on Friday May 1st.

Public audience guest Jemina Wisebooth commented that the Council consider joining other Peninsula Cities in adopting a plastic bag ban. She reported that in 2006 the State Legislature passed AB 2449 which preempted municipalities' to charge a fee for plastic bags. Over 110 cities throughout California have a plastic bag ordinance. The cost on the environment and to living creatures is simply too great to not consider passing an ordinance.

CSUMB student Elizabeth King expressed her reasons why Sand City should ban the use of plastic bags. Advocates for reusable bags reason that it is cheaper in the long run. The cost for a grocery store to purchase bags is \$.03 per bag, and the cost is passed on to consumers. Humans are adaptable beings that adjust to changes. Times have changed and many cities have a plastic ban bag in place.

CSUMB student Haley Miller commented that after speaking with residents throughout Sand City, a majority of them were in favor of a plastic bag ban. Statistics show that animals are greatly affected by plastic bags, and find themselves entangled in them. Marine debris images also show numerous plastic bags littering the beaches. She appealed to the Council to consider banning the use of plastic bags in Sand City.

CSUMB student Devon Hensley commented that the cities of Del Rey Oaks and Sand City are the only 2 cities that have not adopted a plastic bag ban. Her concern is that Sand City is primarily composed of businesses and plastic bags are used within a majority of the businesses. After spending 3 hours knocking on residents doors, 90% of the residents support a plastic bag ban. On behalf of the constituency and community, she encouraged the Council to adopt a plastic bag ban.

Monterey resident Kenneth Palmer petitioned the Council to consider the outdated views of the use of plastic bags and adopt a plastic bag ban. Sand City is the window to the Peninsula, and would like to see the Council in support of this issue.

5:44 P.M. Floor closed to Public Comment.

AGENDA ITEM 5, CONSENT CALENDAR

Mayor Pendergrass commented that Agenda item 5L will be pulled from the Consent Calendar for further consideration.

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

- 1) CUP #216, Skips Auto Parts (machine shop), 371 Orange Avenue
 - 2) CUP #246, Inter-City Manufacturing (manufacturing), 501 Redwood Avenue
 - 3) CUP #253, Barry Hartzell Auto (automotive), 510 & 520 California Avenue
 - 4) CUP #504, Detail Associates (wholesale), 679-B Redwood Avenue
 - 5) CUP #188, Empire Restoration (auto), 531 Elder Avenue
 - 6) CUP #405, Paley (art studio), 1788 Holly Street
 - 7) CUP #518, Post No Bills (type 42 bar), 600 Ortiz Avenue, Suite 101
- B. There was no discussion of the April 7, 2015 Council Meeting Minutes.
- C. There was no discussion of the Police Department Monthly Activity Report, March 2015.
- D. There was no discussion of the Public Works Monthly Report, March 2015.
- E. There was no discussion of the City **Resolution** approving Time Extensions to July 31, 2015 of Multiple Conditional Use Permits (CUPs 450, 503, 508, 527, 532, 533, 540, 541, 544, 533) to continue as interim uses at their respective locations within the South of Tioga Area.
- F. There was no discussion of the Community Human Services JPA Allocation for FY 2015-16 for \$3,382.
- G. There was no discussion of the Sand City Chamber Request for Funding for \$3,000.
- H. There was no discussion of the City Contribution for Startup Challenge for \$1,500.
- I. There was no discussion of the City **Resolution** dedicating an amount of \$10,000 from the FY 2014-15 Sand City Budget and \$22,000 from the FY 2015-16 Budget to EMC Planning Group in Performing the Update to the City's Housing Element
- J. There was no discussion of the Fort Ord Reuse Authority (FORA) Monthly Report, April 2015.
- K. There was no discussion of the City **Resolution** in Support of California Safe Digging Month.
- L. There was no discussion of the City **Resolution** approving the Chief of Police/Public Works Supervisor Employment Agreement

Motion to approve the Consent Calendar items 5A-K was made by Council Member Kruper, 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

City Administrator Todd Bodem commented that the handout distributed to the Council in relation to Agenda item 5L depicts the amendments to the Police Chief Employment Agreement regarding vacation and sick leave accrual that will be provided upon his acceptance of the employment offer.

Motion to approve the City **Resolution** by title, with contract amendments, approving the Chief of Police/Public Works Supervisor Employment Agreement (Agenda item 5L) was made by Council Member Kruper, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, OLD BUSINESS

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

City Engineer Leon Gomez reported that the desalination plant produced 13.22 acre feet of water as of mid-April. Staff has provided AMBAG with electronic files for the City's municipal storm drain systems maps. AMBAG will be working on a web portal/GIS mapping tool to map certain stormwater program elements and planning/land use items. On April 8, Staff received a report of an illicit discharge located on Catalina Street. A field inspection was performed and a letter was submitted to the business owner. The contractor responsible for the discharge responded by cleaning up the material along Catalina Street and Ortiz Avenue. He will be providing a summary of this effort for City documentation.

Construction of curb, gutter, and sidewalk along Park, Fell and Sylvan Avenues regarding the East Dunes project has been performed. P.G. & E will be conducting utility tie in work this week with paving of the frontage street to occur next week. After discussion with the City Administrator, the City will be requesting a 1-1/2" overlay across all streets and will defer the costs beyond the developer's agreed level of rehabilitation (approximately \$4,000).

There was Council discussion regarding the life span of the overlay. The City Engineer commented that the overlay should last approximately 10-14 years. There was further discussion regarding extending the overlay down Sylvan Way where the street is in need of repair, whether the extension would be a prevailing wage project, and if it needs to go out to bid. There was concern regarding timing of the additional work and whether it would delay the developer's schedule. The City Attorney confirmed that should the Council decide to proceed with the overlay extension outside of the developer's project footprint, the project would

need to go out to bid. Mayor Pendergrass suggested that Staff provide an estimate for the cost of the overlay extension outside the project area. There consensus of the Council directing the City Engineer to request a cost estimate for the extension to overlay the street outside the project area.

Orchard Supply Hardware held their grand re-opening last week and was well attended by approximately 300 people. Staff performed a site visit during the recent project's final landscaping of the bioretention area. Staff requested that an engineer's certification be provided to ensure that it was constructed per the plans and specifications outlined within the project description. Creegan & D'Angelo submitted a proposal to King Ventures to perform an updated 2015 shoreline survey and comparison profiles that will be used in the development of coastal erosion and bluff recession analysis.

City Administrator Todd Bodem reported that the City Managers have approved the enhanced governments model and draft JPA for 911 Emergency Dispatch Services. There is a possibility that a consultant will be hired to facilitate with costs to be paid by member agencies.

Mayor Pendergrass thanked Mr. Bodem for representing the City at several boards and agency meetings. His attendance at these meetings depicts a positive participation by the City.

AGENDA ITEM 8, NEW BUSINESS

A. Consideration of the Successor Agency of the former Sand City Redevelopment Agency RESOLUTION Approving Repayment of the Supplemental Educational Revenue Augmentation Fund (SERAF) Amounts Borrowed from the Low and Moderate Income Housing Fund (LMIHF)

City Administrator Todd Bodem commented that the title to the resolution requires a correction to include the word 'Income' and that Education be changed to 'Educational'. In 2009 and 2010, the former Redevelopment Agency (RDA) borrowed monies from the Low and Moderate Income Housing Fund to pay the Supplemental Educational Revenue Augmentation Fund (SERAF). The total of these payments are \$703,062. Following the dissolution of Redevelopment Agencies, the amounts borrowed were considered enforceable obligations and need to be repaid. On March 3rd the Sand City Successor Agency to the former Redevelopment Agency submitted a Recognized Obligations Payment Schedule (ROPS) to the Department of Finance (DOF) for the period of July 1 through December 30, 2015 (ROPS 15-16A). On April 1, DOF responded with comments, denying the Oversight Board's approval of the SERAF payment for \$300,000. On April 14, 2015 a "meet & confer" with DOF was scheduled. Staff requested that DOF provide additional time for Staff to prepare the appropriate resolution and loan payment schedule to

be submitted to the Successor Agency and Oversight Board for their approval. The proposed loan repayment schedule for 2009-10 and 2010-11 depicts a 23 year projection. The authorized repayment amount for SERAF is \$99,237 for the current period. Staff recommends approval of the attached Resolution including the proposed loan repayment schedule.

City Attorney Jim Heisinger added that the funds borrowed need to be repaid. The submitted ROPS reflected the balance available in the RPTTF fund. The attached Staff report includes a comprehensive proposed loan repayment schedule, and those dollars available for repayment will be dependent on how the formula is calculated. The beginning amount shown reflects how much property tax is allocated per given year. As the funds accrue in the property tax fund, the amount available for repayment also increases. The attached Resolution sets forth the formula and resolves that whatever is available per the formula goes to pay the SERAF.

The City Administrator added that following approval by the Oversight Board, the resolution will be forwarded to the Department of Finance.

Mayor Pendergrass summarized to the audience the purpose of the repayment of borrowed funds.

6:09 P.M. Floor opened for Public Comment.

There were no comments from the Public.

6:09 P.M. Floor closed to Public Comment.

Motion to approve the Successor Agency **Resolution by title**, as amended approving Repayment of the Supplemental Educational Revenue Augmentation Fund (SERAF) amounts borrowed from the Low and Moderate Income Housing Fund (LMIHF) was made by Agency Member Carbone, seconded by Agency Member Blackwelder. AYES: Agency Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Council Member Kruper distributed the March 2015 Monterey County Convention and Visitors Bureau (MCCVB) Talking Points. He commented that one of Sand City's local chefs Todd Fisher appeared on the Today Show. Although he did not mention Sand City, he had an eight minute segment on the show featuring 'superfoods'. On April 22, 2015, MCCVB will be hosting their 3rd Quarterly Forum and encouraged the Council to participate.

Vice Mayor Carbone reported that she was invited to appear as a guest on the Larry and Neal Show. She spoke on the dissolution of the

redevelopment agency, the community garden, and it's benefits to the City.

Mayor Pendergrass commented that 3 delegates from Sand City attended the Orchard Supply Hardware grand reopening on Saturday. He presented a speech and mentioned that it was not an 'ordinary' ribbon cutting. The first 25 people were given \$25 gift cards while others received complimentary tote bags.

C. Upcoming Meetings/Events

There were no RSVP's from the Council.

AGENDA ITEM 9, CLOSED SESSION

6:16 P.M.

A. The 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)*

2) To Consider Public Employee Performance Evaluation pursuant to Section 54957(b)(1) of the Ralph M. Brown Act, position: City Administrator

6:55 P.M.

B. The City Council re-adjourned 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

No report from the City Attorney (Items 9A-1). The Council held a discussion regarding public employee performance evaluation (Item 9A-2). No action was taken.

AGENDA ITEM 10, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Blackwelder, seconded by Council Member Kruper. There was consensus of the Council to adjourn the meeting at 6:56 p.m. to the next regularly scheduled Council meeting on May 5, 2015 at 5:30 P.M.

Connie Horca, Deputy City Clerk

AGENDA ITEM

5C

Memo

To: City Council
From: Todd Bodem, City Administrator
Date: April 30, 2015
Subject: Review of City Contributions/Donations

Enclosed are requests from two organizations for support and contribution for FY 2015-16. After reviewing these requests, the following donations are recommended:

- 1) Monterey County Film Commission - \$500
- 2) Monterey Cowboy Poetry and Music Festival - \$200
{Same amount donated last fiscal year 14-15}

If any Council member wants to discuss these requests 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".*

April 17, 2015



"Lights, camera,
and economic action..."

Honorary Chairperson
Clint Eastwood

Director Emeritus
In Memoriam
Richard Tyler

Board of Directors
David Bean
Bob Buescher
Jeff Clark
Gloria Gargiulo
Troy Kingshaven
Garland Thompson, Jr.
Alan Vasquez
Ellen Wrona

Staff

Karen Nordstrand
*Director of Marketing
& Film Production*

Moira LaMountain
Office Administrator

Bianca Mendieta
Administrative Intern

PO Box 111
Monterey, CA 93942

801 Lighthouse Avenue #104
Monterey, CA 93940

831-646-0910
Fax: 831-655-9250

info@FilmMonterey.org

www.FilmMonterey.org

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

Re: 2015-16 Funding for the Monterey County Film Commission

Dear Mr. Bodem:

In our continued efforts to provide services and foster economic development for the City of Sand City, the Monterey County Film Commission respectfully requests a monetary contribution of at least \$500, for the 2015-16 fiscal year.

The Film Commission works hard on your behalf to keep our region and the gorgeous beaches, parks and open spaces in Sand City at the top-of-mind with filmmakers in an increasingly competitive environment. The County Board of Supervisors expects all of us to work collaboratively and that includes financial support from our municipality partners. We would welcome the opportunity to make a presentation about our ongoing efforts to the mayor and city council.

We know budgets are tight, but even a small production can bring \$20-\$30,000 into town for a weekend shoot. We realize that difficult budget decisions need to be made, but please remember that the Monterey County Film Commission is a small non-profit organization that is a **revenue producer** for the City of Sand City. With a very small budget, we are directly responsible for bringing an annual average of \$3 million dollars into the area (a ROI of ~ 20:1). Without our proactive and responsive efforts, these green productions could easily go to other areas where their needs would be met by other film commissions. We need to keep these TOT dollars as well as associated income from goods and services coming to our local communities.

We greatly appreciate your thoughtful consideration and financial support and welcome the opportunity to work with you.

Sincerely,

Jeff Clark
President

RECEIVED

APR 22 2015

CITY OF SAND CITY

WHEN HOLLYWOOD COMES TO MONTEREY COUNTY WE ALL BENEFIT!

The Monterey County Film Commission works to bring more of the "lights...camera...and economic action" of filmmaking to our county. As a non-profit organization, we help production companies find the right locations, local skilled professionals, and the numerous services and products that such projects require. With support, the Monterey County Film Commission continues to grow, to reach more markets and then provide increased local job and business opportunities. Since its creation by the Monterey County Board of Supervisors in 1987, production company inquiries have increased each year, averaging over 500 and resulting in over 70 projects--from features, commercials and TV shows to music videos and still shoots.



Direct Economic Benefit

- Filmmaking in our county has brought in a yearly average of more than \$3 million, and that amount can increase substantially when a feature film comes to shoot. An average feature film and larger commercial on location spends over \$50,000 per day...and it's the small businesses that benefit.

Job Creation

- Filming projects mean local jobs for talented professionals as well as numerous small businesses and the service industry.
- Film production keeps local professionals employed so that they may continue to live in the county.
- A year-round and off-season source of business, filming can bring a quick infusion of money.
- The film commission makes referrals to more than 300 listed services and individuals available for film projects--from location scouts to camera operators to hotels, helicopters, film labs, RV rentals, lumberyards, cleaners, gas stations and more.

We've got the looks

- The film commission maintains a photo library, which is coordinated with the California Film Commission's library system. Images are incorporated on the CFC website to expose filmmakers around the world to potential locations sites in Monterey County. We're always searching for more unique film locations in Monterey County. If you are open to filming on your land, or in and around your home, please contact the film commission.
- More than just "beauty shots," Monterey County has varied terrain and structures of interest to Hollywood. Among the listings are small towns, churches and missions, homes from log cabins to old-money mansions, ranches and farmland, and roads, beaches and desert areas. Plus, we have doubled for film locations looks from Ireland to Iowa, and France to Florida.

Tourism Growth

- When Monterey County scenery is showcased in commercials and internationally distributed films, measurable increases in tourism can happen. And often, the same film industry personnel who first come here to work return with friends and families on their own vacations.

Environmentally Safe Industry

- Filming is a clean, non-polluting industry which creates a product that does not jeopardize scarce resources. Productions come to our locations and take away only pictures!



Monterey County Film Commission
www.FilmMonterey.org ~ info@filmmonterey.org
831-646-0910

▪ PO Box 111, Monterey, CA 93942 ▪ 831/646-0910 ▪ fax 831/655-9250 ▪



April 2015

Howdy Partner!

The Monterey Cowboy Poetry and Music Festival is gearing up for its 17th annual show and there are big changes in store this year. The Festival is moving to the Monterey County Fairgrounds for the November 20-22, 2015 event because of the Monterey Conference Center renovation.

The beautiful Monterey Fairgrounds will provide room for more vendors at the Festival's Christmas Western Art and Gear Show. It also will be an outstanding venue for cowboy poets and musicians with great acoustics.

We have an incredible line-up of multi-award-winning performers this year you won't want to miss:

Don Edwards, Sons of the San Joaquin, Waddie Mitchell, RW Hampton, Katy Moffatt, Dave Stamey, Belinda Gail, Bruce Forman & Cow Bop, Sourdough Slim, Jesse Smith, Adrian, Jeff Gore, Pat Richardson, Karen Ross and Jim Ross.

In addition, we will continue our very popular Cowboys in the Schools Program. During the school year, we work with local educators to introduce the concept of Cowboy Culture and the influence of the vaquero to a diverse group of elementary school students. This "Cowboy Way of Life" program helps to teach our youth self-esteem, ethics and values, writing, art and history. In addition to presentations at schools, we bring hundreds of students to Carmel Valley Trail and Saddle Club each year to see cowboys working with horses and cattle and many exciting live demonstrations by local volunteers. Young people also participate in our "Open Mic" event during the festival weekend.

Words cannot express our gratitude to you. Your sponsorship is the foundation upon which we maintain, build and improve our festival and our programs in the schools. You know that our festival has established itself as one of the nation's premier cowboy entertainment events, and the Festival was honored in 2009 for its positive economic impact by the Monterey County Business Council. Our festival visitors make good friends, good neighbors, and good customers.

As you are aware, we are a 501(c3) non-profit IRS organization (#91-1959965) so your contributions are tax deductible. Please help us continue to present this worthwhile annual event. The Festival is made possible through grants, sponsorships and private donations. With the change of location, it needs your help more than ever. Would you be willing to make an early pledge or become a Sponsor or Contributing Member to keep the Festival vibrant and successful?

Early sponsorships, memberships and donations will ensure that the tradition of cowboy poetry and music continues to thrive as an annual historic and artistic event. Thanks so much for your generous support of the Festival! We look forward to hearing from you soon and to seeing you at the Festival!

Thank you so much,

Dan O'Brien, President
Monterey Cowboy Poetry & Music Festival Board of Directors



Monterey Cowboy Poetry & Music Festival Sponsorship Levels

Don of Monterey (Major Sponsor) \$25,000

- 20 All-Event Passes to the Festival
- Preferred Seating
- 20 Tickets to Kick-Off BBQ
- Hotel Suite at Festival Host Hotel for Three Nights
- Name/Logo All Newspaper Advertising
- Name/Logo Featured in Festival Printed Program
- Name/Logo on All Email Newsletters, Facebook & Website
- 2 Commemorative Posters & Pins

Rancher \$10,000

- 10 All-Event Passes to the Festival
- Preferred Seating
- 10 Tickets to Kick-Off BBQ
- Hotel Room at Festival Host Hotel for Three Nights
- Name/Logo All Newspaper Advertising
- Name/Logo in Festival Printed Program
- Name/Logo on Website
- Commemorative Poster & Pin

Trail Boss \$5,000

- 6 All-Event Passes to the Festival
- Reserved Seating
- 6 Tickets to Kick-Off BBQ
- Hotel Room at Festival Host Hotel for Two Nights
- Name/Logo All Newspaper Advertising
- Name/Logo in Festival Printed Program
- Name/Logo on Website
- Commemorative Poster & Pin

Foreman \$2,500

- 4 All-Event Passes to the Festival
- 4 Tickets to Kick-Off BBQ
- Name/Logo All Newspaper Advertising
- Name/Logo in Festival Printed Program
- Name/Logo on Website
- Commemorative Poster & Pin

Top Hand \$1,000

- 2 All-Event Passes to the Festival
- 2 Tickets to Kick-Off BBQ
- Name/Logo All Newspaper Advertising
- Name/Logo in Festival printed Program
- Commemorative Poster & Pin

Poet Lariat \$500

- 2 Tickets to Sunday Show
- 2 Tickets to Kick-Off BBQ
- Name/Logo All Newspaper Advertising
- Name/Logo in Festival Printed Program
- Commemorative Poster & Pin

Balladeer \$200

- Supporter of the Festival
- 2 Tickets to Kick-Off BBQ
- Commemorative Poster & Pin



Monterey Cowboy Poetry & Music Festival

Sponsorship Agreement

Receipt _____ Pledge _____

Sponsor Name CITY OF SAND CITY

Contact Person LINDA K. SCHOLINK

Address 1 SYLVAN PARK City SAND CITY State CA Zip 93955

Telephone 831-394-3054 Fax 831-394-2472

Email linda@Sandcityca.org Website www.Sandcity.org

Sponsorship Level Balladeer Amount Received \$ 200
(Payable to Cowboy Poetry & Music Festival)

Date _____

MCPMF Representative _____

- You will be contacted by the Festival regarding submission of a logo, etc.

Return This Form to: **Monterey Cowboy Poetry & Music Festival**
98 Del Monte Ave – Suite 202 – Monterey, CA 93940

Linda Scholink

From: Wendy Brickman <wendybrickman@gmail.com>
Sent: Wednesday, April 22, 2015 11:28 AM
To: Linda Scholink
Subject: Monterey Cowboy Poetry & Music Festival Sponsor Package
Attachments: Sponsor Package.pdf

This year, we are moving the 17th Annual Monterey Cowboy Poetry & Music Festival "closer" to Sand City and will hold the event at the Monterey County Fairgrounds on November 20-22, 2015. It won't be inexpensive to do this so your sponsorship is very much appreciated. A \$500 donation would be great this year! We hope Mayor Pendergrass can join us as a guest at one or more of the shows, too.

Thanks for your kindness and support of our community!

Wendy

Wendy Brickman, MA, MBA
Brickman Marketing
395 Del Monte Center, #250 Monterey, CA 93940
(831) 633-4444 phone (831) 594-1500 cell
wendybrickman@gmail.com www.brickmanmarketing.com

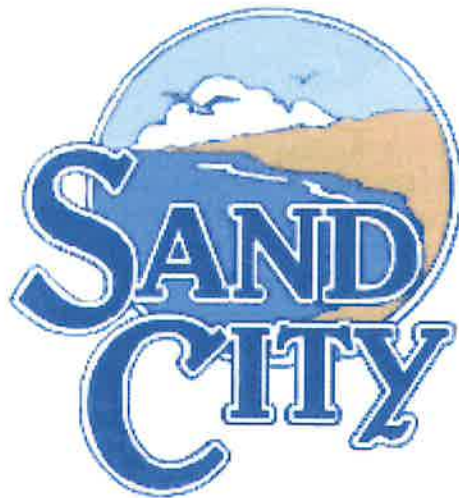
*Winner of 2009 "One of the 8 Top Women in Monterey County"
Winner of "2008 Woman of the Year" - Professional Women's Network
Winner of "1999 Small Business Advocate of the Year" - California Chamber
Winner of Four Business Excellence Awards (2010, 2007, 2003, 1998)
and Robert C. Littlefield Award - Monterey Peninsula Chamber of Commerce*

NOTE: This confidential e-mail and any attachments are intended only for the individual or company to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure or unauthorized use under applicable law.

AGENDA ITEM

5D

**CITY AND SUCCESSOR AGENCY
OF
SAND CITY**



**TREASURY REPORT
MARCH 31, 2015**

AGENDA ITEM

7A

CITY OF SAND CITY

STAFF REPORT

**APRIL 14, 2015
(For City Council Review on May 7, 2015)**

TO: Mayor and City Council
FROM: Charles Pooler, Associate Planner
SUBJECT: Conditional Use Permit Application for Mike Donnelly - Lil Abode

BACKGROUND

An application for a conditional use permit was submitted by Mike Donnelly for authorization to utilize an existing 850 square foot vacant residential dwelling at 825 California Avenue (actually fronting East Avenue) (portion of APN 011-135-024) as a commercial office to conduct in-house and internet sales of shed structures. The applicant will locate one 240 square foot "demonstration model" shed in the rear yard for photography and exhibiting purposes. The property is located within a non-coastal Manufacturing (M) zoning district with a dual General Plan land use designation of Regional Commercial (C-4) and Mixed-Use Development (MU-D). The intended use at the subject property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The subject property is within the designated "South of Tioga" Planning District described in the City's General Plan. The existing building is an approximate 850 square foot 1-story 2-bedroom residential dwelling. The structure is set back about 12 to 18 inches from the front sidewalk, and has an approximate 15-foot deep concrete paved rear yard. There is an approximate 10-foot wide concrete drive along the east side of the house, of sufficient depth to accommodate tandem parked vehicles. The rear of the property is also concrete paved. The applicant's area is only a portion of a larger parcel that is fenced off. Curb, gutter, sidewalk, and driveway apron along this property's frontage are in good condition. Utilities (i.e. electric, sewer, water, etc.) are existing to service this structure.

DISCUSSION

Project Description:

The applicant proposes to utilize the existing residential structure as an office for his sales activities. Sales would occur on-site, but primarily via the Internet. The applicant will locate one 240 square foot "demonstration model" shed in the rear yard for photography and exhibiting purposes. According to the applicant, this shed will not be connected to utilities nor occupied; it is only for show. These sheds, referred to by the applicant as "Lil Abodes",

are designed to be backyard offices, caretaker's quarters, guest homes, hunting cabins, playgrounds, or just decorative storage sheds. There will be two employees and one company vehicle.

Land Use: The property has a Zoning Map designation of "Manufacturing"; however, the General Plan Map designates the site as "Regional Commercial" and "Mixed-Use". The site is also within the South of Tioga Planning District, as discussed in the City's General Plan. Conversion of an existing residential dwelling for commercial activity requires conditional use permit approval, per Section 18.70.120 of the Zoning Ordinance. Furthermore, the inconsistency between the General Plan land use map and the Zoning Ordinance Map requires the applicant to obtain a use permit. A limited scale office/display operation, as the one proposed, is compatible with the aforementioned land use designations and the surrounding neighborhood.

Operational Hours: The applicant's intended hours of operation will be 9:00 a.m. to 5:00 p.m. Monday through Friday. Client viewing of the display shed will be by appointment only. This is compatible with the neighboring commercial uses. Office activity beyond these hours is also acceptable provided the site is closed to the public.

Parking: The driveway width is shy several feet to provide side-by-side parking; however, the driveway is of adequate depth for at least two (2) tandem parked vehicles. An office use of 850 square feet requires three (3) on-site parking spaces (rounded up from 2.8) based upon a 1/300 parking ratio. However, the service commercial parking ratio of 1/700 has been previously applied to showroom uses in the West End District; which, when applied to this application, would only require one (1) parking space (rounded down from 1.2). By applying the service commercial ratio to this use, the property then provides the minimum code requirement.

There will be two (2) employees on-site at any one time, which can be accommodated by the on-site driveway; though tandem parking is not an ideal arrangement. Client visitations are by "Appointment Only", and not intended for "drop-in" patronage. One additional parking space is needed to accommodate the appointment times, provided that appointments do not coincide or overlap. There is adequate street curb along the frontage to accommodate one (1) curbside parking space; however, due to parking demand in the neighborhood, there is no guarantee that this space will be vacant during business hours on a regular basis.

'Lil Abode' Display: In the applicant's Letter of Intent submitted as part of the application submission, he identified that he would have a display shed in the rear yard. However, during the processing of this application, construction of a 'Lil Abode' structure commenced. It became apparent that this is a substantially greater structure than a "shed" and needs a plans examination and a building permit. City staff had the City's Building Inspector issue a "Stop Work" order on April 23rd (see Exhibit F). If the City Council decides to approve a conditional use permit for the applicant, it should include the following condition language:

“Display Structure: The applicants “Lil Abode” display structure in the rear yard shall be in compliance with the California Building Code and Sand City Municipal Code. There shall be no construction of any new structure, or continuation of construction activity on the structure that received a “stop work” order on April 23, 2015, on the subject property unless and until the applicant 1) submits, to the satisfaction of the City’s Building Department, complete construction plans and calculations for City review, and 2) acquires a Sand City building for that construction. There shall be no occupancy and/or use of the display structure at any time beyond the purpose of providing a display for clients and/or for photography/advertizing. There shall be no utility connections (i.e. gas, electricity, sewer, water, phone, etc.) to this structure. If/when the applicant/use vacates this site, then the display model in the rear yard shall be removed/demolished immediately; which if the applicant fails to do so, that responsibility shall fall upon the property owner.

Storage: The applicant does not propose to store any inventory on-site beyond the one model shed at the back yard. The permit should contain standard language requiring the storage of materials and equipment be maintained within the building, and to maintain the site in a clean and orderly condition.

Loading/Unloading: The site will be for office and display of the model shed. There will be no shipments or deliveries as part of the routine operation. No semi-truck or forklift activity is anticipated for this use. It is conceivable that there will be occasional package deliveries via Federal Express, UPS, or Postal Service, which is normal for office uses. Such deliveries are quick drop offs; which are not anticipated to impose upon traffic circulation.

Impacts: The proposed office, storage, and display activities for the use described by the applicant is not anticipated to generate excessive noise, vibrations, odors, or other blighting or detrimental impacts. The limited scale of the proposed use can be adequately accommodated by the site. Standard language pertaining to the applicant’s responsibility to adequately mitigate any potential impacts should be included as a condition of permit approval to address any unforeseen issues.

Signs: The applicant noted that there will NOT be a commercial sign established. Signs are subject to Design Review Committee (DRC) review and approval prior to the placement of any sign. If the applicant chooses to place a sign in the future, it would require DRC approval; which should be included as a requirement of the conditional use permit.

Water:

The property has water allocated based upon it being a residential use. The structure has one kitchen and one bathroom, which equates 0.087 acre-feet for the interior fixtures (landscaping factor excluded). The proposed office use is a Group I Category use in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations; and would require 0.0595 acre-feet, for which the property currently has allocated. Therefore, no additional water allocation is necessary to accommodate the

proposed use. 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 credit.

Stormwater Control:

The applicant will utilize an existing residential dwelling for office and sales. The display shed will be placed on existing concrete pavement. There will be no new or replaced impervious material on the subject property. Therefore, stormwater control regulations do not apply to this application.

Permit Time Limit:

The applicant has been informed that the subject property is located within the South of Tioga Planning District targeted for future development; and that their application is being considered as an interim use until such time as a development project is ready to proceed in the South of Tioga area. In previous years, the City Council issued conditional use permits to other businesses within this Planning District as interim uses with permit termination dates. Staff recommends that the permit for this applicant also include a similar termination clause; specifying a termination date of approximately one (1) year to July 31, 2016 (to coincide with the 90-day renewals of other permits in the area), with the option of 90-day time extensions thereafter at the discretion of the City Council, until the area is ready for new development.

Advisory Agencies:

Information on the proposed project was circulated to the City's advisory agencies. Upon a site inspection of the site, in the issuance of a "stop work" order, the building inspector informed staff that the new structure in the rear yard must have a building permit and construction plans approved before any further construction activity can continue. No other comments were received at the time of this report.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the conditional use permit, as conditioned, authorizing the applicant's temporary use at the subject property until July 31, 2016 with the possibility of 90-day time extensions thereafter, subject to City Council discretion, until comprehensive development of the area is ready to proceed.

Findings:

1. The proposed use at the intended scale, and as conditioned by the Permit, is compatible with land use designations of the City's General Plan and Zoning Ordinance Map and the existing neighboring land uses.
2. The property can accommodate marginally sufficient on-site parking for the proposed limited scale use, as conditioned.
3. No allocation of water credit is required for the proposed use.
4. The proposed use of the subject property is acceptable as a temporary interim use within this targeted planning development area until such time as comprehensive development of the South of Tioga area is ready to proceed.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines,

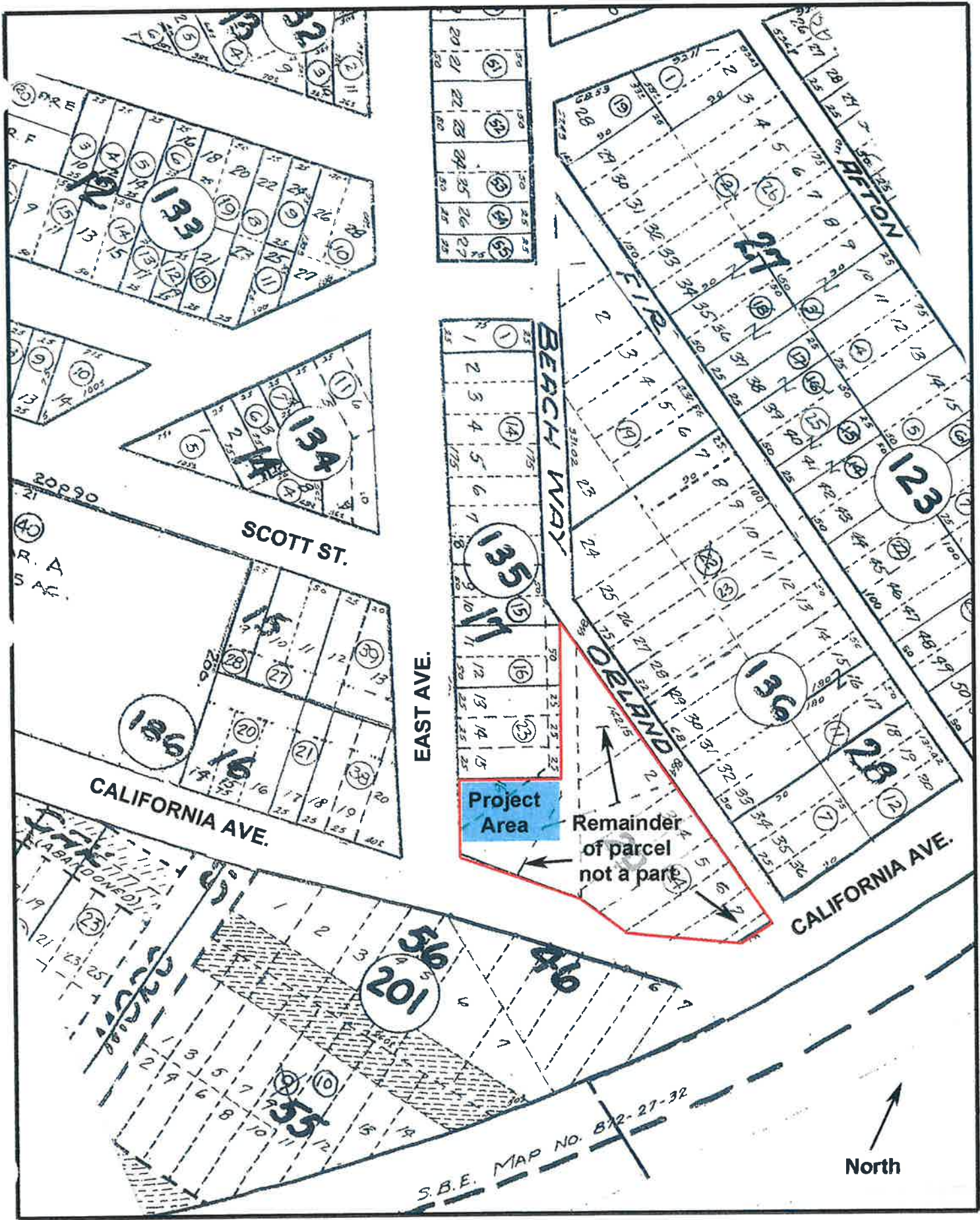
Section 15301

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site and Floor Plan
- D. Site Photograph
- E. Applicant's Letter of Intent
- F. "Stop Work" order (issued 04/23/15)

Attachments:

- 1. Draft Resolution to approve a conditional use permit



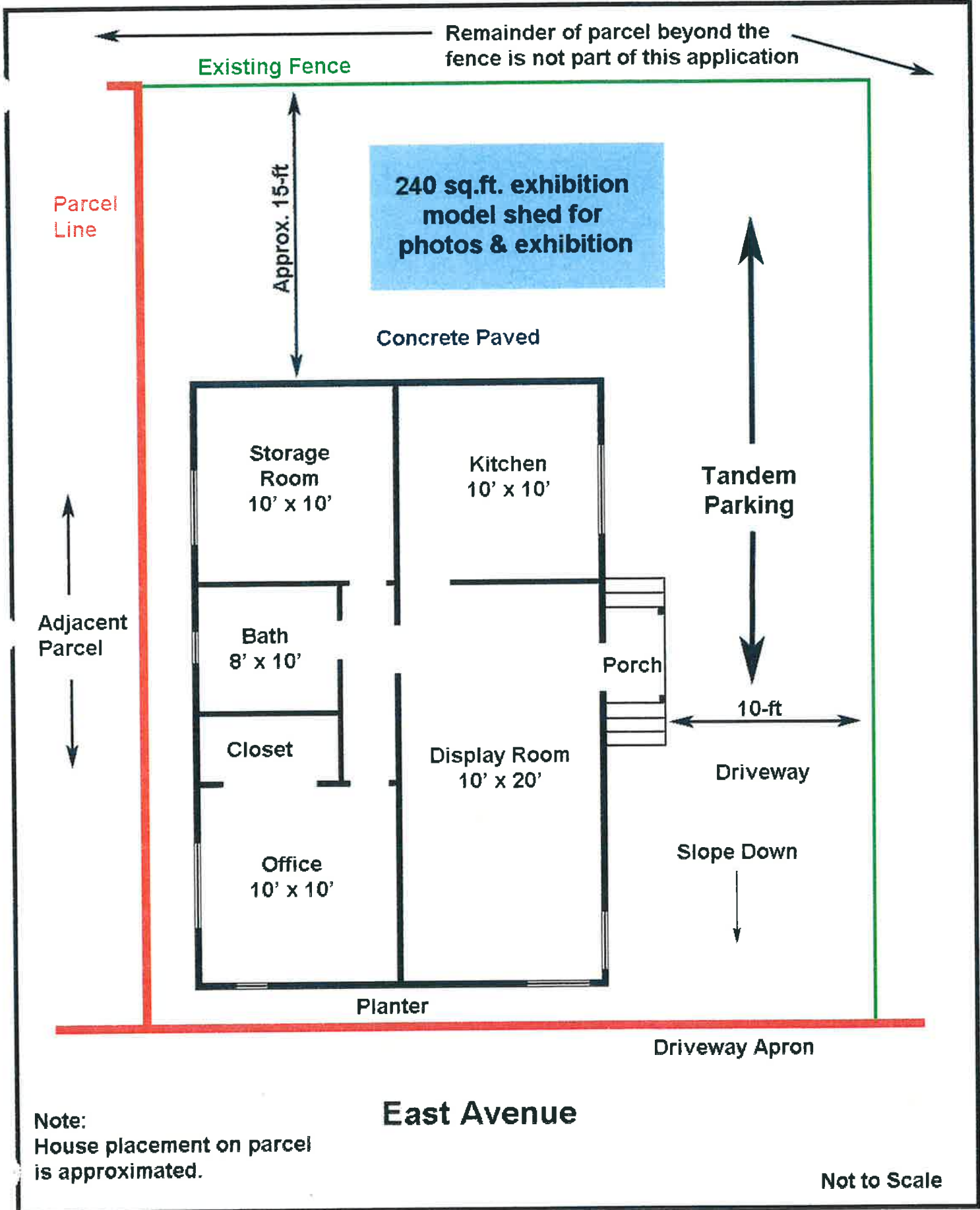
Location Map

EXHIBIT A



Aerial Map

EXHIBIT B



Site & Floor Plan



Quonset Hut
structure not on
the applicant's site

East Avenue

Site Photograph

EXHIBIT D

City of Sand City

Planning Department

Re: Conditional Use Permit Application

To whom it my concern;

I am submitting an application for conditional use of the property located at 825 California Avenue in Sand City, CA. My intent for the property is to be used to display one small replica version of the "Lil Abode's" shed.

I plan to use the existing 2 bedroom/1 bathroom structure as a business office and the rear yard for the display shed. Parking and handicap accessibility will be provided at curb or on site at rear driveway. There will be a bathroom available for handicap accessibility.

This will be an internet business and there will be no more than 2 employees at any time during the hours of operation will be Mon-Fri (9-5). There will be one company vehicle with no deliveries. There will be no stored materials at this site and no resale items.

Viewings of the display will be by appointment only.

Cordially,

Mike Donnelly

- NOTICE -
STOP WORK
- VIOLATION -

BY ORDER OF THE BUILDING OFFICIAL
OF THE
city of monterey

CONTACT THE PERMIT & INSPECTION SERVICES
DIVISION WITHIN 72 HOURS. NO FURTHER WORK
MAY BE DONE ON THIS STRUCTURE WITHOUT
CLEARANCE FROM THE BUILDING OFFICIAL

OWNER'S NAME _____ DATE 4/23/15
LOCATION OF PROPERTY 825 California Ave S.C.
PERMIT # _____
VIOLATION(S) Building structure without approved permit.

INSPECTOR Dana Schlagheck

- DECLARATION OF PROOF OF SERVICE OR POSTING -

I, Dana S., the undersigned, say that:
I am a citizen of the United States, over the age of 18 years, residing in the County of Monterey,
and not a party to the within action; my business address is City Hall, Monterey, California.

On 4/23, 2015, I personally served or posted a copy of the above notice
at 825 California Ave. Sand City
or on _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature Dana Schlagheck Date 4/23/15

CITY OF MONTEREY — PERMIT & INSPECTION SERVICES DIVISION
CITY HALL, MONTEREY, CALIFORNIA 93940 (831) 646-3890

ANY UNAUTHORIZED PERSON REMOVING THIS SIGN WILL BE PROSECUTED

EXHIBIT F

CITY OF SAND CITY

RESOLUTION SC _____, 2015

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 589 TO MIKE DONNELLY FOR AN
OFFICE AND DISPLAY AT 825 CALIFORNIA AVENUE

WHEREAS, Mike Donnelly submitted an application to the City of Sand City for conditional use permit approval to utilize an existing 850 square foot vacant residential dwelling at 825 California Avenue (portion of APN 011-135-024) as a commercial office to conduct in-house and internet sales of shed structures; and

WHEREAS, the proposed office use and display shed, at the described scale and intensity, are considered compatible, as an interim use, with this Manufacturing (M) zoning district and existing land uses of the South of Tioga Planning District, as discussed by the City's General Plan and Zoning Ordinance; and

WHEREAS, due to special circumstances applicable to land within the Planning District known as the 'South of Tioga' area, the proposed use on the subject property is considered acceptable as an interim use until such time as the property (or combined properties) is (are) developed, as it has been intended for more than ten years, in recognizing that certain interim use of this land may be necessary to mitigate holding costs while creating and implementing a satisfactory plan for a higher and better use of said property; and

WHEREAS, the proposed use qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the approved commercial use, within the subject building, 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 City Council of the City of Sand City, on _____, 2015, has found and determined that the proposed use, as conditioned, 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 therefore, Conditional Use Permit 589 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 589 as outlined in the City Staff Report, dated April 14, 2015.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 589 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 589 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) 589 is for the express purpose of authorizing a sales office use within an approximate 850 square foot structure at 825 California Avenue (portion of APN 011-135-024) in Sand City. The rear yard area (excluding that area assigned for on-site parking) may be used to display one product shed, which shall not be occupied or used for any reason other than for exhibition. Client visitation to the site shall be "By Appointment Only" where appointment times do not coincide or overlap. There shall be no on-site manufacturing, woodworking, metal working, or other such activities on site. There shall be no expansion to the scope or intensity of this operation, beyond these uses authorized by CUP 589, without either an amendment of said Permit or the issuance of a new permit.
3. Termination / Amendment: Conditional Use Permit 589 shall expire on July 31, 2016, subject to discretionary 90-day time extensions thereafter. Upon expiration or termination of CUP 589, the applicant shall immediately vacate the property. Furthermore, if the City determines that any term or condition of CUP 589 has been violated, 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 for the City Council to consider amending or revoking CUP 589. The applicant and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action to amend or terminate said Permit.
4. Temporary Use Acknowledgment: The applicant's signature of acceptance to the conditions and terms of CUP 589 shall signify the applicant's understanding and acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that use on this site may be terminated by development of the property, and 3) the applicant shall waive any right or claim to relocation assistance as they are entering this site of their own volition after being informed that this use is temporary until development commences.
5. Hours of Activity: Authorized hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Saturday. Office activity on-site is allowed for employees only beyond the aforementioned hours provided the site is not open to the public, and there are no clientele appointments scheduled after 5:00 p.m. or before 8:00 a.m.. Loading/unloading activities shall only occur within the aforementioned 8-to-5 weekday time slot.
6. On-Site Parking: The side concrete driveway shall remain free and clear to provide a minimum of two (2) tandem parking spaces. On-site parking spaces shall not be used for any purpose that impedes vehicle parking, with exception to on-site loading/unloading activities. Failure to maintain these spaces for parking shall be

sufficient reason for the City to terminate CUP 589. Due to limited on-site parking, all client visitations to the site shall be "By Appointment Only", and such appointments shall not have the same or overlapping time assignments. Double parking of any sized vehicle associated with this operation that extends out into the sidewalk and/or street, is prohibited.

7. Truck & Trailer Street Parking: In accordance with Municipal Code Chapter 10.08, the applicant shall not park or store trucks, trailers, or other vehicles as listed in Chapter 10.08, at any time unless actively involved with loading/unloading for a period not to exceed two (2) hours, or otherwise has a valid City issued annual parking permit. Violation of this condition may lead to issuance of City citations as authorized by Municipal Code Chapter 10.08.
8. Loading / Unloading: Any loading and unloading activity associated with this use may only utilize either the curbside parking in front of the subject property or the on-site parking area. All loading/unloading of any item associated with the applicant's operation shall only occur during Permit authorized hours of activity (see Condition No. 5). At no time shall loading/unloading interfere or impede traffic circulation on any City street. Professional delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt from these restrictions.
9. Display Structure: The applicants "Lil Abode" display structure in the rear yard shall be in compliance with the California Building Code and Sand City Municipal Code. There shall be no construction of any new structure, or continuation of construction activity on the structure that received a "stop work" order on April 23, 2015, on the subject property unless and until the applicant 1) submits, to the satisfaction of the City's Building Department, complete construction plans and calculations for City review, and 2) acquires a Sand City building permit for that construction. There shall be no occupancy and/or use of the display structure at any time beyond the purpose of providing a display for clients and/or for photography/advertising. There shall be no utility connections (i.e. gas, electricity, sewer, water, phone, etc.) to this structure. If/when the applicant/use vacates this site, then the display model in the rear yard shall be removed/demolished immediately; which if the applicant fails to do so, that responsibility shall fall upon the property owner.
10. Storage: There shall be no storage of any inventory item, or other material, equipment, packaging, crate, pallet, vehicle, debris, or other item associated with this use outside the building unless otherwise allowed by CUP 589. The rear yard area (excluding that area assigned for on-site parking) may be used to display one (1) product shed.
11. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. 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 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. 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. Said dumpsters and/or bins shall be maintained at the rear yard of the property and screened from public view. Bins and/or dumpsters shall not be stored in the street except on designated trash collection days. The applicant shall implement recycling, where feasible, as part of this operation's regular routine.
14. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises or within any City street by the applicant or applicant's operation and/or employees.
15. Water: Issuance of CUP 589 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 that water credit currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District.
16. 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 and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
17. Fire Department: The use authorized by CUP 589 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 589.
18. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be responsible for the impacts created by his operation. The applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively

implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by this use, may be adequate reason for the City to amend or terminate CUP 589. Failure to comply with such direction may result in the amendment or revocation of CUP 589.

19. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 589 shall be resolved by the Community Development Director.
20. The issuance of CUP 589 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
21. Indemnification: To the extent permitted by law, the applicant 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.
22. 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 589.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

David K. Pendergrass, Mayor

This is to certify that the Conditional Use Permit (CUP) 589 contain the conditions specified by the City Council in approving said Permit.

Charles Pooler, Associate Planner

Signatures continued on following page...

Signatures continued from previous page.

APPLICANT ACCEPTANCE (CUP 589)

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

DATED: _____

BY: _____
Applicant

CONSENT OF OWNER (CUP 589)

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

7B

CITY OF SAND CITY

STAFF REPORT

**APRIL 17, 2015
(For City Council Review on May 5, 2015)**

TO: Mayor and City Council

FROM: Charles Pooler, Associate Planner

SUBJECT: Conditional Use Permit Application for Structural Services Inc. at 856 Tioga Avenue

BACKGROUND

An application was submitted by Tom Guice, of Structural Services, Inc., for conditional use permit approval to utilize an existing commercial property at 856 Tioga Avenue for storage of equipment, materials, and vehicles. Structural Services, Inc. specializes in structural repairs to buildings. The subject property is located within the General Plan's designated South of Tioga Planning District, and the applicant has been informed that the site is intended for future development and that this use is being considered as a temporary interim use. The subject property is designated as a non-coastal Manufacturing (M) zoning district with a General Plan dual land use designation of "regional commercial" and "mixed-use". The intended use qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The 4,500 square foot (50' x 90') property has a 1-story building with a footprint of 2,250 square feet (30' x75'). The front setback is approximately 15-feet from the sidewalk to the building. The north side and west rear setbacks are on property line, while the south side is 20-feet. This property was previously occupied by 1) Mediterraneo Imports, a wholesale/retail operation of imported oils, wines, and kitchen accessories; 2) Monterey Bay Plumbing, for office and storage; and 3) Finder's Keepers, a consignment store. The street frontage consists of paved sidewalk, curb, gutter, and an approximate 15-foot wide drive apron to the left. There is adequate space for three non-tandem on-site parking spaces (see Exhibit C). Across Tioga Avenue is Costco's loading dock area and the Sand Dollar Shopping Center. Utilities (gas, electric, water, sewer) are existing and provided to the property.

ANALYSIS

Project Description:

The applicant proposes to use the subject property for the storage of his vehicle, equipment, trailers, and materials. Structural Services, Inc. specializes in structural repairs

to buildings. There will be no sales or office activity at this location. The applicant has one 1-ton flat-bed truck and one Bobcat skid steer to be stored inside the building and two flatbed trailers that will be stored behind the side yard fence and gate. There are two full-time employees. Most materials are shipped directly to contracted job sites; however, there will be storage of materials such as doors, windows, and hardware until needed at a project site.

Land Use: The property has a non-coastal 'Manufacturing' (M) zoning designation with a General Plan land use designation of "Regional Commercial". Warehousing and storage uses are classified as "permitted" within a Manufacturing Zoning district; however those uses are not intended for the General Plan's "Regional Commercial" or "Mixed-Use" land use areas. Due to this inconsistency of land use designations between the Zoning and the General Plan, a conditional use permit, subject to City Council discretionary approval, is necessary.

Hours of Operation: The applicant's intended daily activity at the subject property will consist of picking up the truck and tools between 7:00 to 8:00 a.m. and returning between 4:00 and 4:30 p.m. No office or other patron service activities are intended at this location. Staff recommends allowing on-site activities, including loading/unloading, and dispatches/returns to/from the site between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on weekends; which is consistent with previous permit approvals for similar uses in Sand City.

Parking: The property can provide up to three (3) non-tandem parking spaces at the front as illustrated on the Site Plan (Exhibit C) of this report. Access would be provided by an approximate 15-foot wide drive apron. Though not counted towards meeting zoning parking requirements, there are also nine (9) curbside parking spaces along the Costco side of Tioga Avenue, with another eight (8) curbside parking along the applicant's side of Tioga Avenue.

The applicant's use is primarily storage, which requires parking based upon a 1/1000 parking ratio. However, this is also a contractor/service commercial use, where the City has consistently applied a 1/700 parking ratio. The building is 2,250 square feet, which would then require three (3) parking spaces (rounded down from 3.2) based upon the service commercial of 1/700 parking ratio. The subject property can accommodate this requirement as illustrated on Exhibit C of this report.

It should be noted that the scale of operation is an important factor when considering whether this site is able to accommodate a contractor use. Since this applicant only has one company truck stored on-site and two employees, this operation is much better suited for this location than a potentially larger contractor operation with a fleet of service trucks and more than 3 employees (number of on-site parking spaces available). Provided that the scope and scale of the applicant's use remains as described, the site should be able to adequately accommodate the use in regards to parking without causing a nuisance to other properties or the general public.

Loading/Unloading: The applicant states that most construction materials will be delivered directly to job sites; however, there will be on-site storage of doors, windows, and other construction accessories. Large scale semi-trucks or other such deliveries to the Tioga Avenue site, which could otherwise impede traffic circulation on Tioga Avenue, are not anticipated. The permit should restrict all loading/unloading activities to take place either on the property or curbside in front of the subject property as to not inhibit traffic circulation on Tioga Avenue. This should include van and single-unit sized trucks, however, semi-trailer (18-wheelers) should be prohibited from using curbside parking to maintain access clearance to neighboring properties. Any loading/unloading activities that require double-parking and/or blocking of any travel lane on Tioga Avenue should be prohibited (see Permit Condition No. 9).

Storage: The primary use of the site will be for storage of vehicles, equipment, and materials. The applicant intends to park the one 1-ton flat-bed truck and the one Bobcat skid steer inside the building, and to store the two flatbed trailers in the side-yard behind the fence. This is acceptable provided that items stored will not exceed the height of the fence and remains screened from public view. This should be a condition of permit approval (see Permit Condition No. 10).

Trash: The property does not have a dedicated trash enclosure; however, the side yard is fenced. A dumpster or other trash receptacle(s) can be maintained behind the side-yard's fence. The permit should contain the standard language requiring all dumpsters/bins be stored behind the fence and screened from public view except on trash collection days (see Permit Condition No. 13).

Impacts: The primary activity on-site will be the picking up/dropping off the company truck and tools that could potentially generate noise and vibrations; however, this would occur between the hours of 7:00 to 8:00 a.m and again at 4:00 to 4:30 p.m. These times are consistent with other commercial activities in the area. Storage uses have the potential of being blighting influences if items are not screened from public view. This also includes pallets, packaging, and other debris items. If the applicant maintains all of his storage within both the building and fenced side-yard, including disposed items, then the applicant's use should not pose a problem. Staff recommends the standard conditions regarding the screening of all storage be included into the applicant's permit. Finally, the permit should prohibit the shipment/deliveries that require large trucks that could and/or would impede traffic flow on Tioga Avenue. The permit should restrict all loading/unloading activities to take place either on the property, or curbside as to not inhibit traffic.

Signs: The applicant indicated that they will have a commercial sign; however, no information as to the size, location, or design of any sign has been submitted. Commercial signs require Design Review Committee (DRC) review and sign permit approval prior to the installation of sign. The conditional use permit should contain language to that effect.

Permit Time Limit:

The applicant has been informed that the subject property is located within the South of Tioga Planning District targeted for future development; and that their application is being considered only as an interim use until such time as the South of Tioga development project is ready to proceed. In previous years, the City Council issued conditional use permits to businesses within this Planning District as interim uses with permit termination dates. Staff recommends the permit for this applicant also include a similar termination clause; specifying a termination date of approximately one (1) year to July 31, 2016 (to coincide with the termination/renewal dates of other permits within the South of Tioga Area), with the option of 90-day time extensions thereafter at the discretion of the City Council, until the area is ready for new development.

Stormwater Control:

The proposed use is of an existing building of a developed site. The applicant proposes no new construction. Therefore, stormwater control regulations do not apply to this use permit application.

Water:

The proposed use qualifies as a Group I occupancy in accordance with the Monterey Peninsula Water Management District's (M.P.W.M.D.) regulations. This is the same designation for the existing commercial property. Therefore, on-site water credit is adequate to facilitate the proposed storage use, and no water allocation is necessary. The permit should contain the standard language stating that approval of the permit does not grant any privilege or right to the applicant and/or property owner of any allocation of water credit.

Advisory Agencies:

Information on the proposed project was circulated to the City's advisory agencies. No comments were received during the time of preparing this report.

RECOMMENDATION

Staff recommends **APPROVAL** of a conditional use permit authorizing the proposed construction contractor storage facility on the subject property, with staff's recommended conditions/restrictions.

Findings for Approval:

1. The proposed use, at the described scale, is compatible with the non-coastal Manufacturing (M) zoning district and the existing neighboring land uses, as conditioned.
2. The proposed storage use is acceptable for the subject property ONLY with the conditions/restrictions imposed regarding the storage and parking of vehicles, materials and equipment, 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,

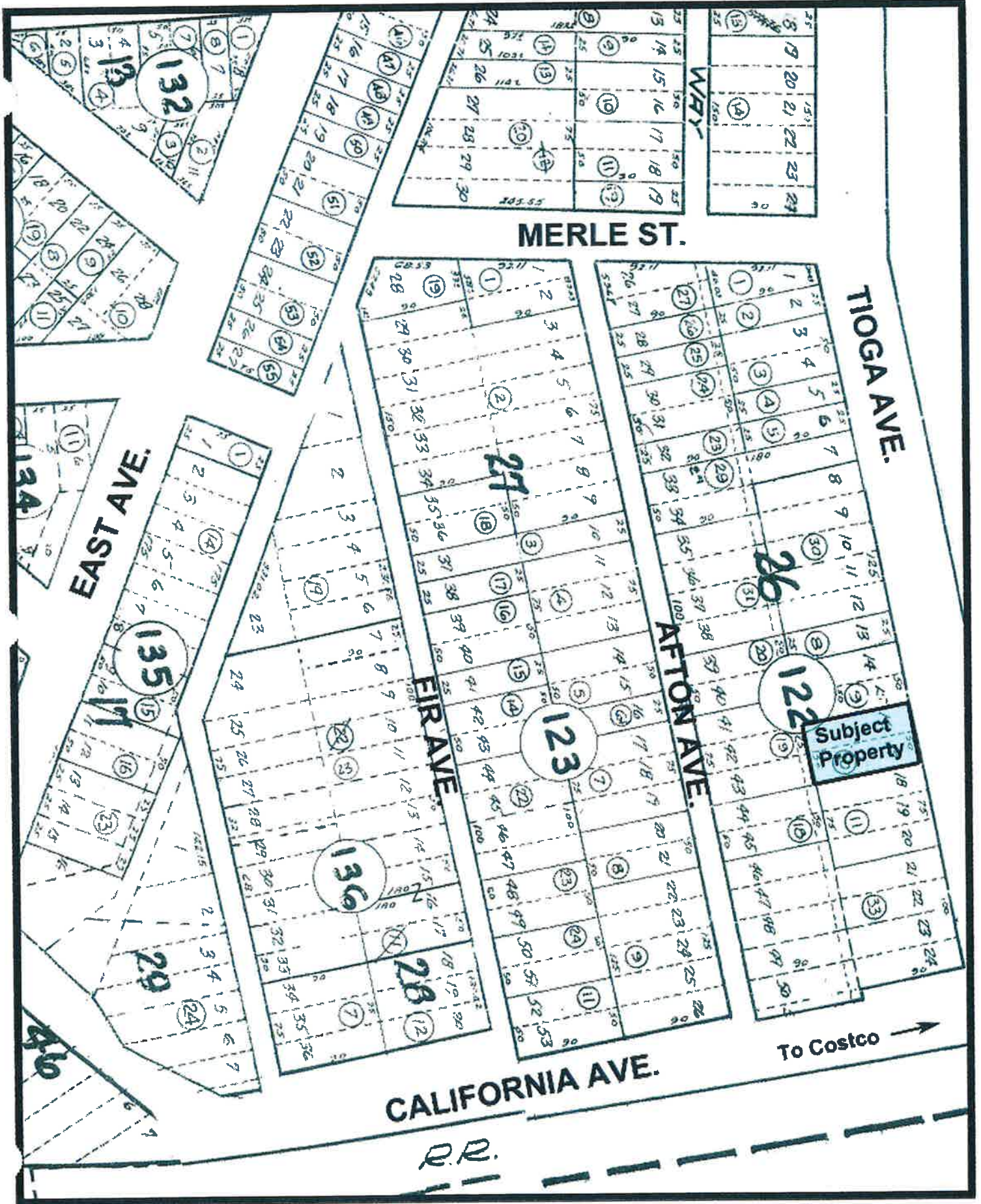
Section 15301.

Exhibits:

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

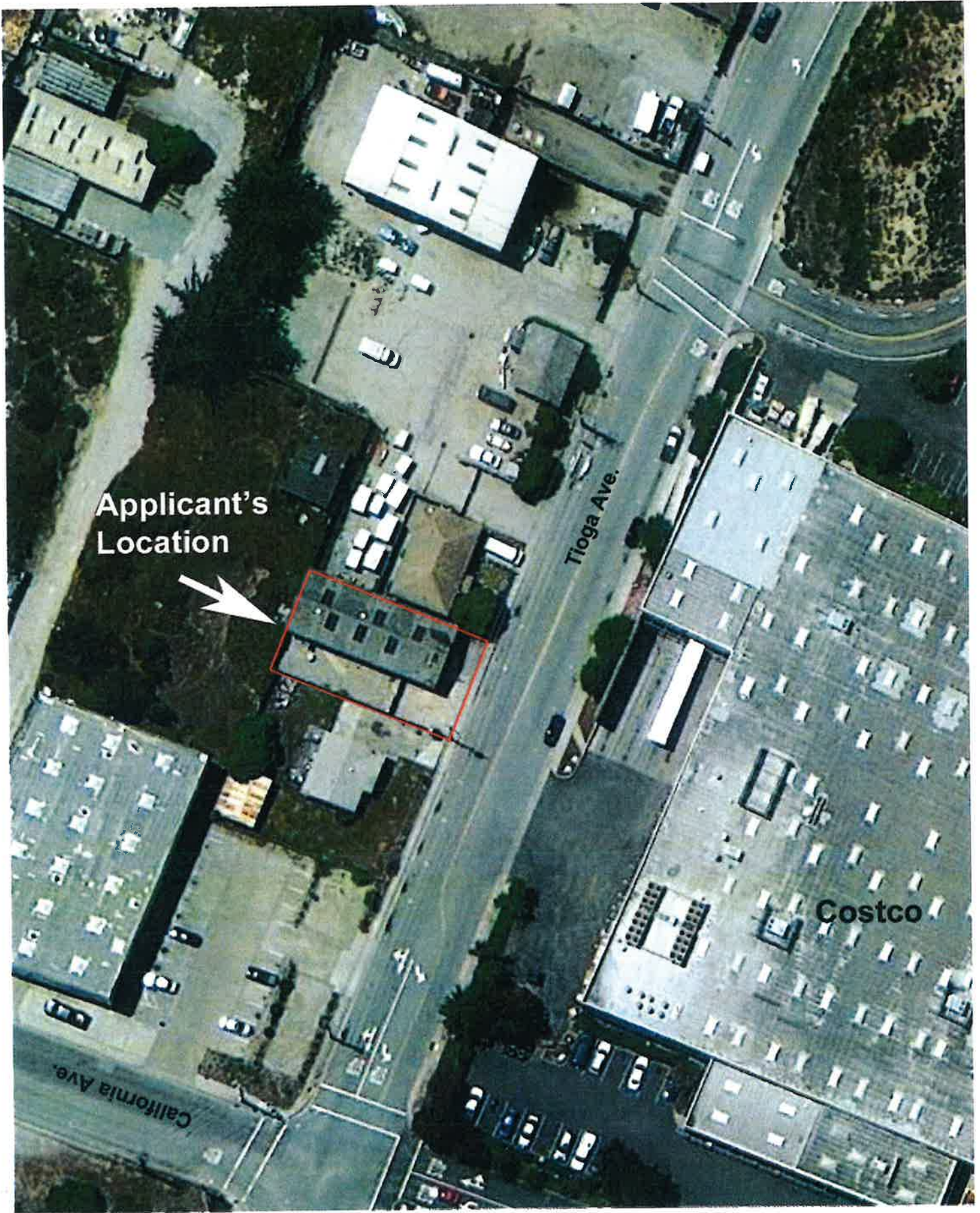
Attachments:

- Draft Resolution to approve a CUP

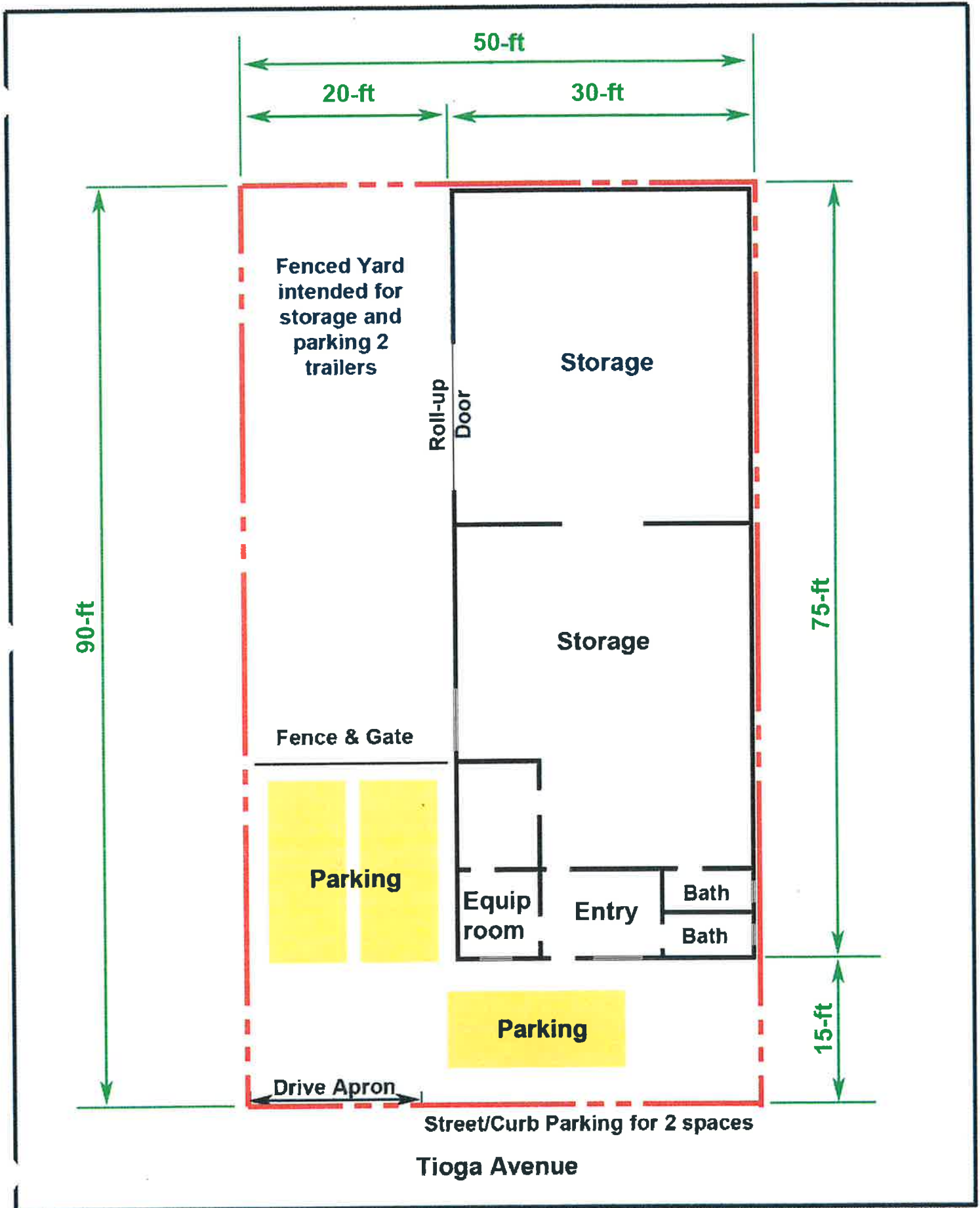


Location Map

EXHIBIT A



Aerial Photograph



Site Plan

EXHIBIT C

Structural Services Incorporated

Ca. Lic. 820006

P. O. Box 5283
Carmel, Ca 93921
831-596-9616
tomcguice@gmail.com

Date: March 30, 2015

LETTER OF INTENT

Property Location: 856 Tioga

Sand City Ca.

Structure Services Inc. is a small construction company that specializes in structural repairs to buildings.

The proposed operation is a construction company storage building and yard. There will be no retail sales or construction company office operations conducted at this location. General daily operation will be picking up one truck and misc. tools and equipment between 7:00 and 8:00 am and returning the same between 4:00 and 4:30 pm in the afternoon.

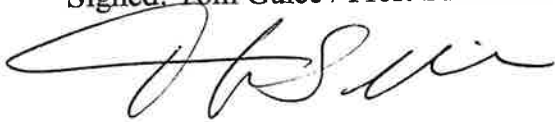
Structural Services has two full time employees

Structural Services has one 1ton flatbed truck.

Most of our material is shipped direct to our job sites from local lumber yards. Some construction related material may be stored inside until required at the job site (doors, windows, hardware, etc.)

Two small flatbed trailers will be stored behind the gate and a Bobcat skid steer will be storage inside at night along with the one ton truck.

Signed: Tom Guice / Pres. Structural Services, Inc.



RECEIVED

APR 01 2015

CITY OF SAND CITY

EXHIBIT D

054

CITY OF SAND CITY

RESOLUTION SC _____, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 590 FOR TOM GUICE ALLOWING
STORAGE FOR A CONTRACTOR OPERATION AS AN INTERIM
USE OF PROPERTY AT 856 TIOGA AVENUE**

WHEREAS, Tom Guice, of Structural Services, Inc., submitted an application to the City of Sand City for conditional use permit approval to utilize an existing commercial property at 856 Tioga Avenue (APN 011-122-010) for the storage of equipment, materials, and vehicles associated with his contractor operation; and

WHEREAS, the subject property is located within the South of Tioga Planning District, intended for new development as identified and discussed in the City's General Plan, of which the applicant has been informed that their use is being considered as an interim use until such time as new development of the area proceeds; and

WHEREAS, the proposed storage use, at the described scale and intensity, is considered compatible with the current Manufacturing (M) zoning designation and existing neighboring land uses as an interim use for the subject property until the area is developed; and

WHEREAS, the approved use, within the subject commercial building, 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 at the subject commercial property 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 proposed contractor use of the subject property, as identified by the applicant and appropriately conditioned by Conditional Use Permit 590, 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) 590 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) 590 as outlined in the City staff report, dated April 17, 2015.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 590 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 590 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) 590 is for the express purpose of authorizing the interim use by a limited scale contractor operation for the storage of equipment, materials, and vehicles within an existing commercial building at 856 Tioga Avenue (portion of APN 011-122-010); subject to the terms and conditions specified in CUP 590. Vehicle repair/maintenance activities are prohibited on the subject property. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 590 without either an amendment of said Permit or the issuance of a new permit.
3. Termination / Amendment: Conditional Use Permit 590 shall expire on July 31, 2016, subject to discretionary 90-day time extensions thereafter. Upon expiration or termination of CUP 590, the applicant shall immediately vacate the property. Furthermore, if the City determines that any term or condition of CUP 590 has been violated, 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 for City Council consideration to amend or revoke CUP 590. The applicant and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council at that time prior to action to amend or terminate said Permit.
4. Temporary Use Acknowledgment: The applicant's signature of acceptance to the conditions and terms of CUP 590 shall signify the applicant's understanding and acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that use on this site may be terminated by development of the property, and 3) the applicant shall waive any right to relocation assistance as they are entering this site of their own volition after being informed that their use is temporary until new development of the area commences.
5. Hours of Activity: Authorized hours of operation are 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on weekends. Office activity on-site is allowed for employees beyond the aforementioned operational hours provided the site is not open to the public. Any loading/unloading activities for this site shall only occur within the aforementioned hours of operation.
6. On-Site Parking: The property shall provide a minimum of three (3) on-site parking spaces on the frontage of the property for use by the applicant and employees. Off-site curbside parking within any public right-of-way shall not be counted towards meeting this parking requirement. On-site parking spaces shall not be used for any purpose that impedes vehicle parking, with exception to on-site loading/unloading activities. Failure to maintain these spaces for parking shall be sufficient reason for the City to terminate CUP 590. Double parking of any sized vehicle by this use in front of the building, or elsewhere in the City, is prohibited.

7. Company Vehicle Parking: The applicant's company vehicles, trailers, forklifts, and other such vehicles/equipment shall only be stored/parked on-site within the building and/or within the existing fenced yard. Company vehicles shall not be parked/stored on either the frontage parking spaces or on City streets beyond this Permit's authorized hours of operation (see Permit Condition No. 5).
8. Truck & Trailer Street Parking: In accordance with Municipal Code Chapter 10.08, the applicant shall not park or store trucks, trailers, or other vehicles as listed in Chapter 10.08, at any time unless actively involved with loading/unloading for a period not to exceed two (2) hours, or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of City citations as authorized by Municipal Code Chapter 10.08.
9. Loading/Unloading: All loading/unloading of inventory and/or any other item associated with this business shall only occur during Permit authorized hours of activity (see Condition No. 5). At no time shall loading/unloading interfere with or impede traffic circulation along Tioga Avenue or any other street in Sand City. Van and single-unit sized trucks are allowed to use Tioga Avenue curbside parking for loading/unloading; however, semi-trailer trucks (18-wheelers) are prohibited from using curbside parking. In addition, double parking by any sized vehicle within the Tioga Avenue right-of-way for loading/unloading is prohibited. Professional delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt from these restrictions.
10. Storage: The storage of vehicles, equipment, and materials shall be maintained within the building and/or behind the fenced side-yard. Any storage within the fenced yard shall remain below the height of the fence and shall be screened from public view. The property's frontage area along Tioga Avenue shall be maintained for on-site parking only (see Permit Condition No. 6).
11. Property 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 in CUP 590. The applicant and/or property owner shall be responsible for maintenance and upkeep of the subject property 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. 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. Said bin or dumpster shall be maintained either within the building and/or the existing fenced yard on the property, except on a designated trash collection day. If a trash enclosure does not exist on the property, an enclosure may

be established only after approval by the City's Planning Department. The applicant shall implement recycling as part of this operation's regular routine when feasible.

14. 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 590.
15. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises by the applicant's operation.
16. Water: Issuance of CUP 590 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 that water credit currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District.
17. 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 and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
18. Fire Department: The use authorized by CUP 590 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 590.
19. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be responsible for the impacts created by this operation, and shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by this use, may be adequate grounds for the City to amend or terminate CUP 590. Failure to comply with such direction may result in the amendment or revocation of CUP 590.

20. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 590 shall be resolved by the Community Development Director.
21. The issuance of CUP 590 shall not supersede or override any requirement of any other City, County, State, or Federal agency.
22. 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.
23. 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 590.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

David K. Pendergrass, Mayor

This is to certify that the Conditional Use Permit (CUP) 590 contain the conditions specified by the City Council in approving said Permit.

Charles Pooler, Associate Planner

Signatures continued on following page...

Signatures continued from previous page.

APPLICANT ACCEPTANCE (CUP 590)

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

DATED: _____

BY: _____
Applicant

CONSENT OF OWNER (CUP 590)

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

7C

CITY OF SAND CITY

STAFF REPORT

APRIL 17, 2015
(For City Council Review on May 5, 2013)

TO: Mayor and City Council

FROM: Charles Pooler, Associate Planner

SUBJECT: Conditional Use Permit Application for Max Kammerer and his Ornamental Metal Workshop

BACKGROUND

An application for a conditional use permit was submitted by Max Kammerer for authorization to establish an ornamental metal workshop within a 1,375 square foot commercial unit at 352-B Orange Avenue (portion of APN 011-254-010) in Sand City. The site has a zoning designation of Planned-Mixed Use (MU-P) and a General Plan land use designation of Mixed-Use (MU-D). A conditional use permit is required for all new commercial uses within the MU-P zoning district. The intended use at the subject property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The subject property has a 1-story commercial building divided into four units; each unit at 25-feet wide and 55-feet deep, with 2 units fronting Orange Avenue and 2 units fronting Olympia Avenue. All units have roll-up doors opening to their frontage street, but there is no access between units. The applicant's unit has been previously used for warehousing and manufacturing operations. The property's frontage consists entirely of parking and driveway apron. Utilities (i.e. gas, electric, water, sewer, etc.) are available to the building, and street improvements (i.e. curb, gutter, drive-apron, etc.) are in fair condition along the property's Orange Avenue frontage.

DISCUSSION

Project Description:

The applicant intends to establish and operate an ornamental metal workshop. Manufactured products include gates, hand railings, balcony rails, and other functional and decorative metal items. Activities on-site will include welding, grinding, sanding, cutting, hole punching, drilling, hammering, and rolling steel. There will be one company truck and one fork-lift maintained at the site. Equipment to be used on-site will include welders, a drill press, hammer machine, metal roller, band saw, steel table, oxyacetylene torch, and a variety of hand tools. There are no full-time employees; however there will be an

occasional person for part-time assistance. There will be shipments to the site of metal materials and occasional UPS deliveries.

Land Use: The property has a General Plan land use and Zoning Map designation of "Mixed-Use". Section 18.13.040.C of the City's Zoning Ordinance lists "light manufacturing" as an allowable use subject to the issuance of a conditional use permit, pending review of potential impacts upon a Mixed residential/commercial neighborhood. Depending upon the scale of operation, the applicant's use could be construed as either "Light" manufacturing or "Heavy" manufacturing. Considering that the applicant has identified this as primarily a one (1) man operation, the intended scale could qualify the applicant's use as "light" manufacturing.

Hours: The applicant's intended hours of operation will be from 9:00 a.m. to 5:00 p.m. Monday through Friday, with occasional Saturday activity. Staff recommends that Saturday operations do not commence prior to 10:00 a.m. and that there should be no operation on Sundays or Holidays. This is to mitigate noise and vibration impacts to residential uses within the West End District.

Parking: The proposed manufacturing use will occupy 1,375 square feet, which requires two (2) on-site parking spaces based upon a 1/700 parking ratio for a manufacturing use. The building's Orange Avenue frontage is 50-feet wide, and can provide five parking spaces; divided in use between the building's two units fronting Orange Avenue. The site therefore provides adequate on-site parking to meet zoning requirements for this application. The permit should include standard language prohibiting double parking or parking overflow into City rights-of-ways (streets, sidewalks, drive apron, etc.) or neighboring properties.

Company Vehicles: The applicant will have one GMC truck and one forklift stored at the site. The site plan identifies a potential space inside the building for parking the truck, but it also identifies the storage of the forklift outside. Staff recommends the permit require the parking/storage of the forklift to only be inside the building when not in use. The parking of one truck on the driveway during non-business hours is not as much a concern of imposing blight (as a fleet of trucks might), but it is preferable to have the truck parked inside as well.

Loading/Unloading: The applicant identified that there will be shipments of steel material to the site once per month; however, the type/size of truck making that delivery was not identified. There will also be UPS or similar package deliveries as well. The 300 block of Orange Avenue is not a "through" street; and therefore, traffic along this block is minimal. If a flatbed or large trailer truck makes a delivery to the applicant, it would not impose a substantial impediment to traffic circulation, but it could temporarily impede access to neighboring units/properties during loading/unloading activities. Staff recommends that larger flat bed and trailer trucks making deliveries should only utilize the 300 block of Orange Avenue right-of-way for loading/unloading activities, for a period not to exceed one (1) hour, provided that one travel lane on that street remains opened during that entire time. Furthermore, all deliveries/shipment should only occur

during permit authorized operational hours. This requirement is consistent with Municipal Code Chapter 10.08 regarding street parking of oversized vehicles. The temporary parking of a UPS or FedEx truck making a quick drop off will not require layover times that would be detrimental to the public traversing this block of Orange Avenue, and should be exempt from the above restriction.

Storage: The applicant's provided site plan (see Exhibit C) indicates his intentions regarding storage of equipment and materials on-site. The only outside storage identified was that of the forklift, which staff recommends be parked/stored inside the unit. The permit should include language that prohibits outside storage of materials, equipment, and items produced. It should also prohibit the placement of storage containers in the driveway, which has been a growing trend for uses outgrowing their spaces. If the applicant needs to place a storage container in the driveway to accommodate his operation, then that would indicate that his operation has grown beyond the site's ability to accommodate his operation.

Trash: The property does not provide an enclosure for a trash dumpster or bin. The front parking area should be maintained clear from any accumulation of trash, packaging debris, or other discarded items; as that would impose a blighting influence and potentially impede on-site parking. Until a City sanctioned trash enclosure is provided on the property, the permit should require the applicant to maintain all of his refuse and collection bins/dumpsters inside the building (except on designated trash collection days). If the applicant cannot incorporate this requirement into his operation, then the site is not appropriate for this operation.

Impacts: Metal workshops have the potential to create negative impacts, depending upon specific activities and the scale of operation. Activities such as hammering or saw/blade cutting of metal can create detrimental levels of noise and/or vibrations. The applicant identified that his operation does involve hammering, which raises serious concerns regarding noise impacts. If the City Council decides to grant a permit to the applicant, it may wish to consider prohibiting the hammering activities. If not, then staff recommends that the hammering, sanding, and saw/blade metal cutting activities be located towards the rear of the unit, and that the roll-up door be kept closed during those times in order for the building to confine excessive noise from impacting the surrounding neighborhood. Welding activity will need adequate ventilation; therefore, keeping the roll-up doors open during those times is acceptable provided it does not pose a public nuisance through excessive noise. There are several metal workshops in Sand City; one along Holly Street below two residential dwellings. There is another workshop at 460 Elder Avenue that neighbors a residential dwelling. In regard to noise and vibration, staff has not received complaints of those other operations of late. Another impact commonly observed with metal workshops is the use of outside areas for storage and production. The permit should prohibit any outside storage and activities to mitigate potentially blighting influences.

Signs: The applicant was uncertain at this time as to whether there would be a commercial sign placed on the building. If the applicant chooses to have a sign in the

future, then review and approval by the City's Design Review Committee (DRC) is required prior to installation. This should be a condition of permit approval.

Water:

The proposed manufacturing use qualifies as a Group I category in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations. The site has credit based upon a Group I use; therefore, no additional water credit is required. The permit should contain standard language stating that approval of the permit does not grant the applicant and/or property owner to any right or privilege to any allocation of water credit and the use must operate within the amount of existing on-site water credit.

Stormwater Control:

The proposed use is of an existing building of a developed site. The applicant proposes no new building construction on-site. 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. The Police Department commented in regards to potential noise generation. Planning staff and Police Chief Klein discussed possible mitigation measures (discussed in this report) as being sufficient at this time. The Fire Department commented that the proposed use may need an occupancy separation between the units. In addition the Fire Department needs to be informed about the unit's the wall ratings and whether the building has fire sprinklers. The applicant will need to contact the Fire Department and satisfy these issues prior to taking occupancy of the site (see Permit Condition No. 17). No other comments were received at the time of this report.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a conditional use permit for the ornamental metal workshop on the subject property, with staff's recommended conditions/restrictions, including, but not limited to the following:

1. Hammering, sanding, and saw/blade cutting of metal activities that generate excessive noise shall be located towards the rear of the applicant's unit, and the roll-up door shall be kept closed during those activities. The roll-up doors may remain open during welding activities for ventilation unless that welding activity presents a public nuisance, whereby it will need to be mitigated. (see Permit Condition No. 8).
2. Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by this operation shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained 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 (see Permit Condition No. 12).
3. All materials, parts, tools, equipment, packaging, pallets, and/or any other item associated and/or manufactured by this operation, shall be stored within the applicant's

unit at all times, and are prohibited from being stored on-site beyond the confines of the building. There shall be no outside storage at any time (see Permit Condition No. 9).

4. The placement of a self-contained portable storage unit on-site, beyond the confines of the building, is hereby prohibited; and the need of the applicant to do so shall be considered by the City as justification that this operation has expanded beyond the site's ability to sufficiently accommodate the applicant's operation; and thus be sufficient reason to terminate the use permit (see Permit Condition No. 9).
5. The forklift and any other similar type of equipment/vehicle shall only be stored/parked inside the building during non-operational hours. The applicant may park no more than one (1) company vehicle in the driveway in front of his shop, on-site, during non-business hours provided said vehicle does not encroach into the public right-of-way (including sidewalk/driveway apron) (see Permit Condition No. 5).
6. Large flat bed and trailer trucks making deliveries to this site shall only utilize the 300 block of the Orange Avenue right-of-way in front of the applicant's unit for loading/unloading activities, for a period not to exceed one (1) hour, provided that one travel lane remains opened during that entire time. Furthermore, all deliveries/shipment shall only occur during permit authorized operational hours. Deliveries/shipments by services such as Federal Express, UPS, or other similar services, with short term drop-off/pick-up times of less than a few minutes are exempt from this restriction (see Permit Condition No. 7).
7. Authorized hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. There shall be no operation on Sundays and City recognized public Holidays. Office activity on-site by the applicant/employee(s) may extend beyond the aforementioned hours provided that the site is not open to the public. All manufacturing and/or loading/unloading activities associated with this use at this site shall only occur within the aforementioned permitted hours of operation (see Permit Condition No. 3).
8. The applicant and/or property owner shall coordinate with the City's contracted Fire Department to ensure that all applicable Fire Code requirements are implemented prior to the applicant taking occupancy of the property, including sufficient occupancy separation and fire sprinklers for the applicant's unit. (See Permit Condition No. 17)

Findings:

1. The proposed manufacturing use, at the described scale, is marginally compatible with the Planned Mixed-Use (MU-P) zoning district and the existing neighboring land uses, as conditioned.
2. On-site water credit is sufficient for the proposed use, and no allocation of water from Sand City is required.
3. Adequate utilities are available to the property for this proposed use.
4. Adequate off-street parking can be accommodated to meet zoning requirements.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

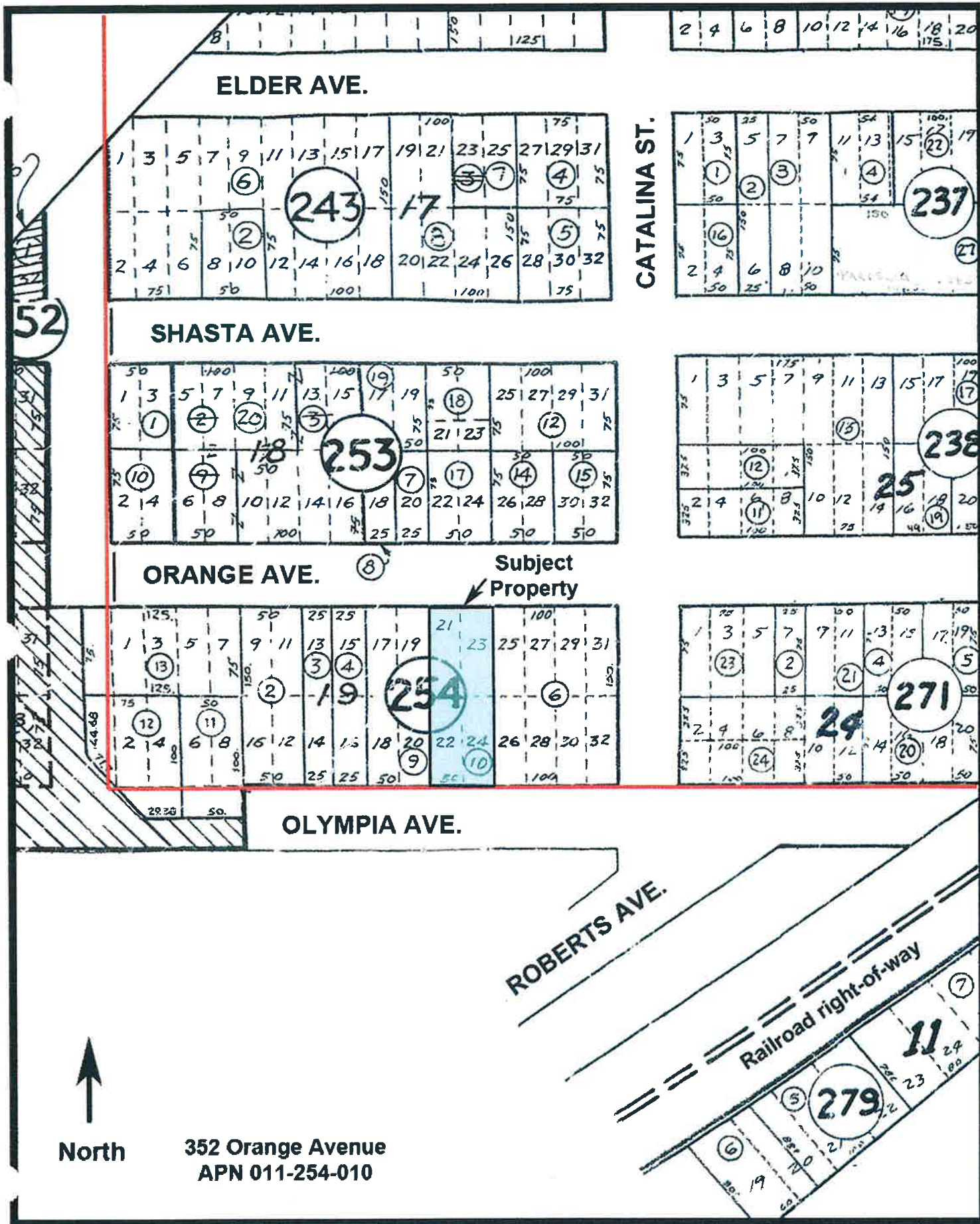
Exhibits:

- A. Location Map
- B. Aerial Map

Attachment:

- o Draft Resolution to approve CUP

- C. Site Plan
- D. Floor Plan
- E. Applicant's Letter of Intent
- F. Excerpts from Applicant's Website



Location Map

EXHIBIT A



**Subject
Property (Blue)**

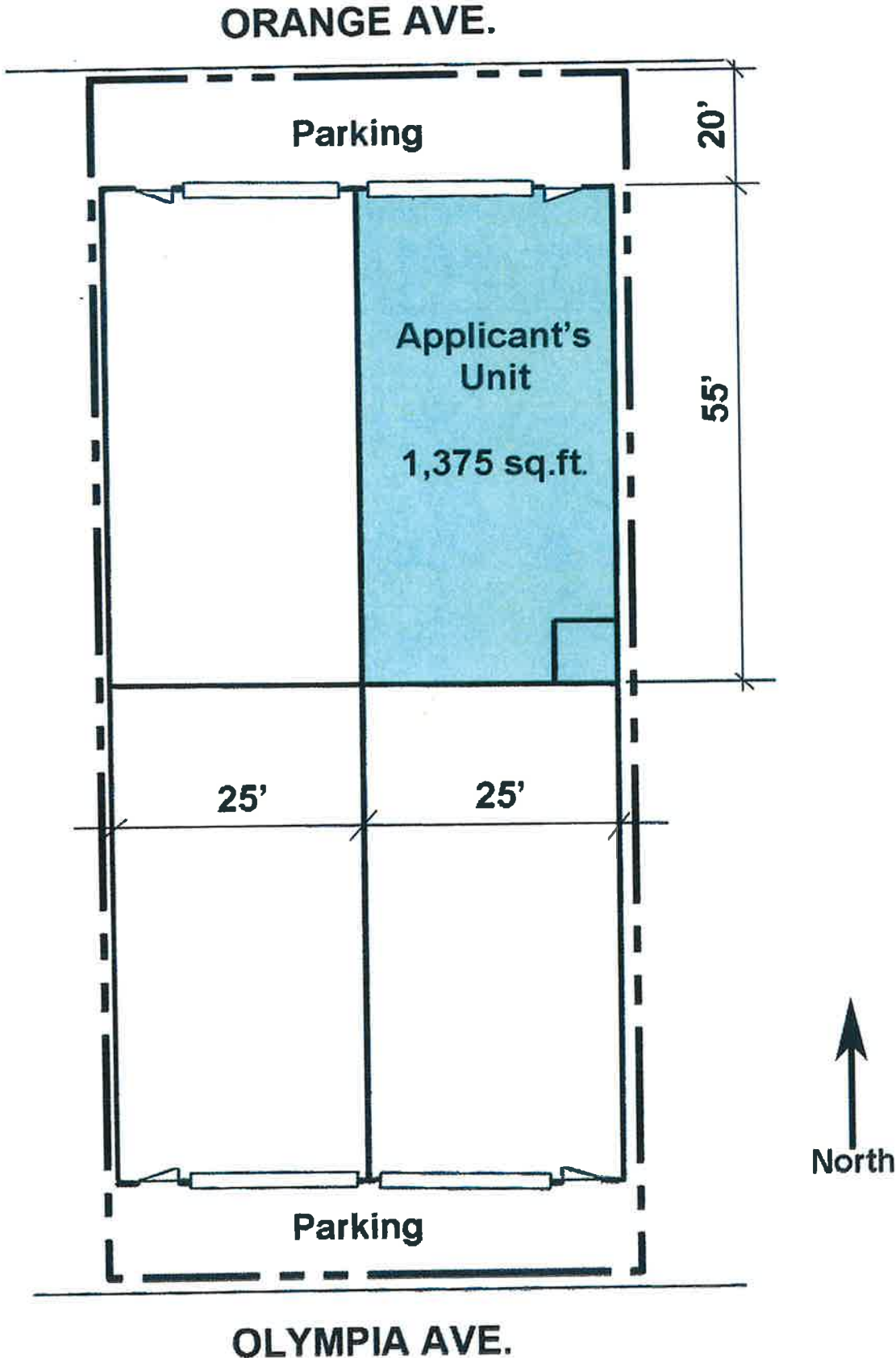
**Applicant's
Unit (Red)**



Aerial Map

EXHIBIT B

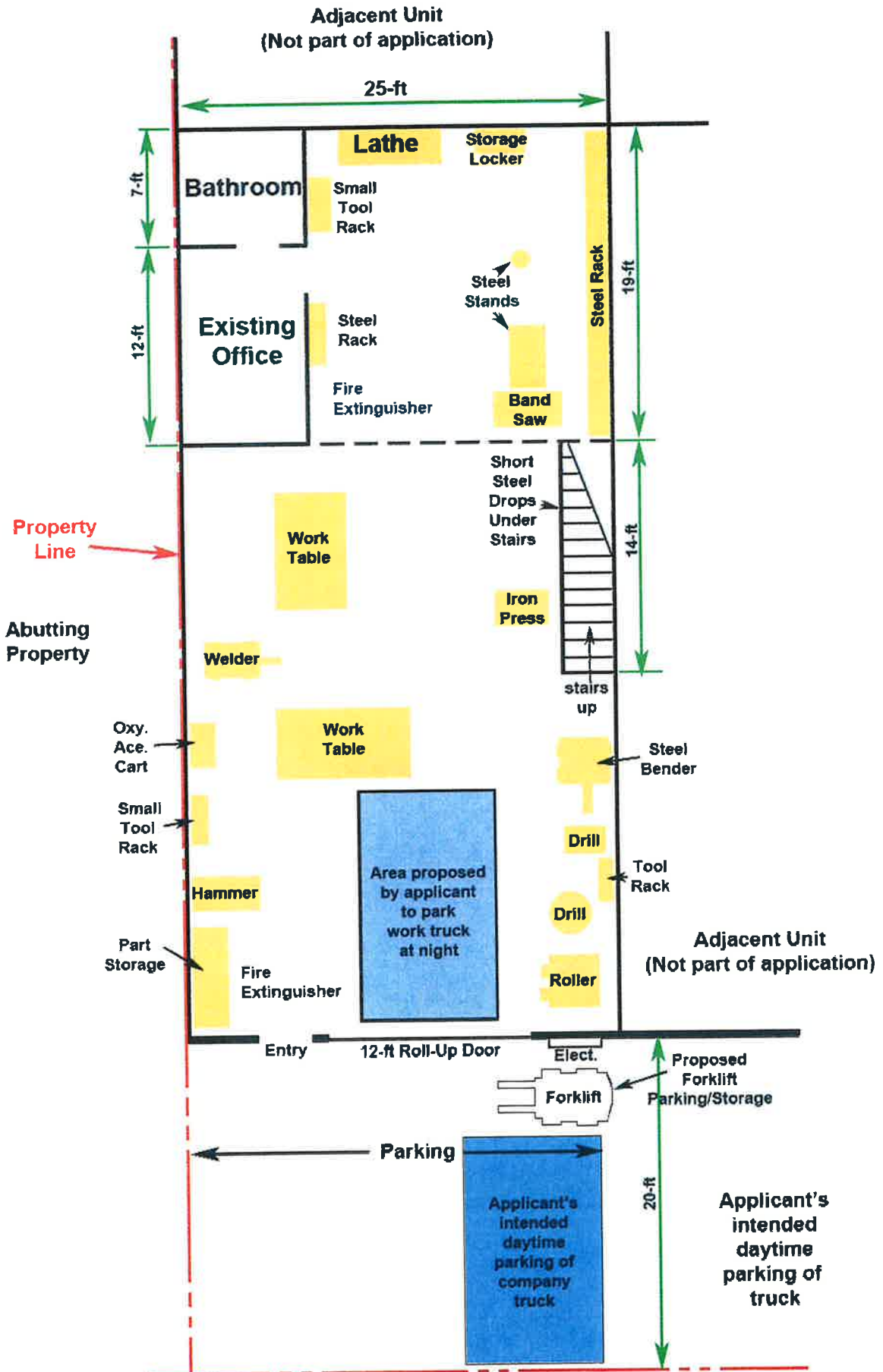
352-A Orange Ave
APN 011-254-010



Site Plan

EXHIBIT C
070

North



Floor Plan

Orange Avenue

EXHIBIT D

071

Ornamental Iron Unlimited

228 Reindollar Ave. # D
Marina Ca, 93933

Phone: (831) 883-4243 **Fax** (831) 883-4244

www.ornamentalironunlimited.com

State License #698304

To: Sand City
Planning Dept./Other
Date: 3-23-2015
Letter of Intent

Proposed project;

I have been an ornamental iron contractor for the past 21 years for the Monterey county areas working out of the marina location. At my current location the owner is expanding his business and will be taking over the space I'm in. An opening has come up to rent at the 352A Orange Ave. in Sand City this will be helpful in many ways for my clients' and my self it's closer to work from.

My hours range from about 9am to 5pm. Monday through Friday and an occasionally Saturdays. I have been down sizing due to my health so I don't have employees any more occasionally I have a helper come in for a few hours and or go to job sites with me.

I have one work truck and a fork lift that I keep at the shop parking space and another truck I take home. The small fork lift I use to unload steel from a delivery truck that I order from about once a month and or UPS.

I have basic tools such as welders, roller machine, hammer machine, ironwork that cuts and punches holes, drill press, steel sheet roller, band saw, steel table, small torch set that's on a cart, and hand tools. Most of my equipment is small and moveable around the shop so that if I need them they can be rolled or fork lifted out from their stored area to be used.

Contractor / Owner Max Kammerer

EXHIBIT E
072



Ornamental Iron Unlimited

(831) 883-4243

Contact Info

Balconys

Gates

Hand Forged
Items

Hand Rails
&
Inclines

Furniture



Ornamental Iron Unlimited has been family owned and operated since 1994. With over 30 years experience Max has perfected the art of custom iron work. With beautifully crafted hand forged designs Max can take your ideas and create something original.



EXHIBIT F
073



Ornamental Iron Unlimited

(831) 883-4243

Hand Forged

[Home](#)

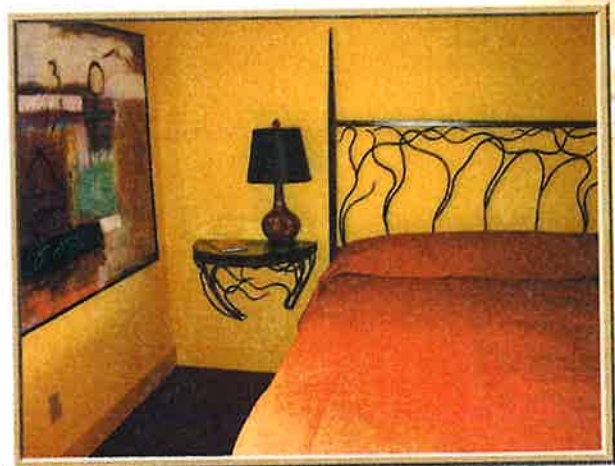
[Contact Info](#)

[Balconys](#)

[Gates](#)

[Hand Rails
&
Inclines](#)

[Furniture](#)





Ornamental Iron Unlimited

(831) 883-4243

Gates

[Home](#)

[Contact Info](#)

[Balconys](#)

[Hand Forged
Items](#)

[Hand Rails
&
Inclines](#)

[Furniture](#)





Ornamental Iron Unlimited

(831) 883-4243 Furniture

[Home](#)

[Contact info](#)

[Balconys](#)

[Gates](#)

[Hand Forged
Items](#)

[Hand Rails
&
Inclines](#)



CITY OF SAND CITY

RESOLUTION SC _____, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 591 FOR MAX KAMMERER ALLOWING
AN ORNAMENTAL METAL WORKSHOP AT 352-A ORANGE AVENUE**

WHEREAS, Max Kammerer, of Ornamental Iron Unlimited, submitted an application to the City of Sand City for conditional use permit approval to utilize an existing commercial property at 352-A Orange Avenue (APN 011-254-010) to operate an ornamental metal fabrication workshop; and

WHEREAS, the proposed use, as conditioned and at the described scale and intensity, is considered marginally compatible with the current Planned Mixed-Use (MU-P) zoning designation; and

WHEREAS, the approved use, within the subject commercial building, 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 at the subject commercial property 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 proposed limited scale ornamental metal fabrication workshop on the subject property, as identified by the applicant and appropriately conditioned by Conditional Use Permit 591, 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) 591 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) 591 as outlined in the City staff report, dated April 17, 2015.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 591 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 591 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) 591 is for the express purpose of authorizing a limited scale ornamental metal fabrication workshop within a 1,375 square foot commercial unit of an existing commercial building at 352-A Orange Avenue (portion of APN 011-254-010); subject to the terms and conditions specified in CUP 591. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 591 without either an amendment of said Permit or the issuance of a new permit.
3. Hours of Operation: Authorized hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. There shall be no operation on Sundays and City recognized public Holidays. Office activity on-site by the applicant/employee(s) may extend beyond the aforementioned hours provided that the site is not open to the public. All manufacturing and/or loading/unloading activities associated with this use at this site shall only occur within the aforementioned permitted hours of operation.
4. On-Site Parking: A minimum of two (2) on-site parking spaces along the building's Orange Avenue frontage shall be maintained for the applicant's use. On-site parking spaces shall not be used for any purpose that impedes vehicle parking, with exception to on-site loading/unloading activities. It shall be the property owner's responsibility to maintain these spaces for the applicant. Failure to maintain these spaces for parking shall be sufficient reason for the City to terminate CUP 591. Double parking of any sized vehicle by this use in front of the building, or elsewhere in the City, is prohibited.
5. Company Vehicle Parking: The forklift and any other similar type of equipment/vehicle shall only be stored/parked inside the building during non-operational hours. The applicant may park no more than one (1) company vehicle in the driveway in front of his shop, on-site, during non-business hours provided said vehicle does not encroach into the public right-of-way (including sidewalk/driveway apron).
6. Truck & Trailer Street Parking: In accordance with Municipal Code Chapter 10.08, the applicant shall not park or store trucks, trailers, or other large vehicles, as listed in Chapter 10.08, within any street or along any curb at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of a citation in accordance with Municipal Code Chapter 10.08.
7. Loading/Unloading: All loading/unloading of any item associated with the applicant's operation shall only occur during Permit authorized hours of activity (see Condition No. 3). Large flat bed and trailer trucks making deliveries to this site shall only utilize the 300 block of the Orange Avenue right-of-way in front of the applicant's unit for loading/unloading activities, for a period not to exceed one (1) hour, provided that one travel lane remains opened during that entire time. 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.

8. Manufacturing & Sales: All production, office, and sales activity shall be maintained within the building at all times and shall not utilize the parking area. All materials and equipment shall be maintained within the building. Hammering, sanding, and the saw/blade cutting of metal activities that generate excessive noise shall be located towards the rear of the applicant's unit, and the roll-up door shall be kept closed during those activities. During times of excessive noise generation by this use, the roll-up door shall be closed. The roll-up doors may remain open during welding activities for ventilation unless that welding activity presents a public nuisance, whereby it will need to be mitigated. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department and the City's Fire Department.
9. Storage: All materials, parts, tools, equipment, packaging, pallets, and/or any other item associated and/or manufactured by this operation, shall be stored within the applicant's unit at all times, and are prohibited from being stored on-site beyond the confines of the building. There shall be no outside storage at any time. The placement of a self-contained portable storage unit on-site, beyond the confines of the building, is hereby prohibited; and the need of the applicant to do so shall be considered by the City as justification that this operation has expanded beyond the site's ability to sufficiently accommodate the applicant's operation; and thus be sufficient reason to terminate CUP 591.
10. Property 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 591. 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.
11. 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.
12. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by this operation shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained 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.
13. 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 591.

14. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises by the applicant's operation.
15. Water: Issuance of CUP 591 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 that water credit currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District.
16. 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.
17. Fire Department: The applicant and/or property owner shall coordinate with the City's contracted Fire Department to ensure that all applicable Fire Code requirements are implemented prior to the applicant taking occupancy on the property, including sufficient occupancy separation and fire sprinklers for the applicant's unit. The use authorized by CUP 591 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 591.
18. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be considered responsible for the impacts created by his operation. The applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by this use, may be adequate grounds for the City to amend or terminate CUP 591. Failure to comply with such direction may result in the amendment or revocation of CUP 591.
19. Violation/Termination: If the City determines that any term or condition of CUP 591 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 591, and may then order said Permit amended or revoked. The applicant and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate said Permit.

- 20. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 591 shall be resolved by the Community Development Director.
- 21. The issuance of CUP 591 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
- 22. 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.
- 23. 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 591.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

David K. Pendergrass, Mayor

This is to certify that the Conditional Use Permit (CUP) 591 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, Associate Planner

Signatures continued on following page...

Signatures continued from previous page.

APPLICANT ACCEPTANCE (CUP 591)

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 591)

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
9A**

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: April 29, 2015
Subject: Resolution of the City Council of Sand City Approving a Contract With EMC Planning Group for Redesign of the Sand City Website at a Cost not to exceed \$18,000

Background

In January 2015, the Sand City Council participated in a strategic planning and goal setting session and identified several short and long range goals. One of the goals listed was to redesign the City's website. The City established an Ad Hoc Website Committee to review and make recommendations to Staff and the Council on understanding how a redesigned website would best serve the City.

At its January 20, 2015 Council meeting, Senior Principal Michael Groves from EMC Planning Group confirmed to the Council that they provide website services to their clients for redesign and technical support. The Ad Hoc Website Committee felt that since EMC Planning Group represents several municipalities and have added website redesign as part of their services, it might be a prudent decision to learn more about the experience they have in this area.

On April 17, 2015, the Ad Hoc Website Committee met with EMC Planning Group to discuss the need for a website that continually evolves and meets the demands of its audience such as: planning, economic development, administration, code enforcement, real estate, city news, resources, and other useful and relevant information. The Committee expressed the need to feature coherent text, graphics and images, to stimulate a growing viewership.

Attached for your review, is EMC Planning Group's proposal for redesigning a website for the City along with a contract illustrating a cost not to exceed \$18,000, with technical assistance provided on an as needed basis at an hourly rate of \$125. An increase has been included in the FY 2014/15 Budget with the balance of the anticipated expenditure incorporated into the FY 2015/16 Budget.

Staff Recommendation

It is recommended that Council review and adopt Resolution SC ___, 2015, a Resolution of the City Council of the City of Sand City approving a contract with EMC Planning Group for redesign of the Sand City website at a cost not to exceed \$18,000.

CITY OF SAND CITY
RESOLUTION SC ____, 2015

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
A CONTRACT WITH EMC PLANNING GROUP FOR REDESIGN OF THE SAND CITY
WEBSITE AT A COST NOT TO EXCEED \$18,000**

WHEREAS, the Official Sand City Website is in need of modification and improvement in order to provide the public with a user-friendly and easily accessible portal for information about public services offered by Sand City and its vision of the future; and

WHEREAS, the City Council established the ad hoc Website Committee to review and make recommendations to Staff and the Council regarding the type of services needed to revise the website; and

WHEREAS, at its January 20, 2015 Council meeting, Mr. Michael Groves of EMC Planning Group confirmed to the Council that EMC Planning provides website services to their clients for redesign and technical services; and

WHEREAS, Staff has corresponded with EMC Planning Group and believes that EMC Planning Group is well suited to perform the necessary website redesign, modifications, and changes to meet the City's goals and objectives; and

WHEREAS, EMC Planning Group will provide training of City Staff to perform website maintenance on a regular basis and technical assistance on an as needed basis will be available at an hourly rate of \$125; and

WHEREAS, an increase has been included in the Fiscal Year 2014/15 Budget with the balance of the anticipated expenditure included in the Fiscal Year 2015/16 Budget.

NOW, THEREFORE, BE IT RESOLVED that the attached contract for the redesign of Sand City's website (Exhibit A) is hereby approved herein by this reference at a cost not to exceed \$18,000, and will include the tasks as outlined under Scope of Work to be performed (Exhibit B). The City Council further directs Staff to fund this project with an increase included in the amended FY 2014/15 Proposed Budget Amendment, and the balance of the contract reflected in the FY 2015/16 Budget.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

David K. Pendergrass, Mayor

Linda K. Scholink, City Clerk

**AGREEMENT FOR WEBSITE REDESIGN SERVICES
SAND CITY WEBSITE
EMC PLANNING GROUP**

This agreement is made and entered into this 6th day of May, 2015, by and between the City of Sand City, hereinafter referred to as "Client", and EMC Planning Group (EMC) hereinafter referred to as "Consultant".

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

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

1. TERM

This agreement shall remain in effect from May 6, 2015 through June 30, 2016, unless extended or terminated as provided in Parts 6 and 7 hereof.

2. SERVICES/FEE

Consultant agrees to perform professional website redesign services as proposed in the attached Exhibit B, incorporated herein by this reference, at a cost not to exceed \$17,480, with technical assistance provided on an as needed basis at an hourly rate of \$125, unless otherwise mutually agreed to by both parties of this agreement.

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

3. CONFIDENTIALITY

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

4. CONFLICT OF INTEREST

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

5. MODIFICATION OF AGREEMENT

This agreement may be amended or extended by written agreement of both Client and Consultant. Absent such written agreement, this agreement will be terminated on July 1, 2016.

6. TERMINATION

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

7. ENTIRETY OF AGREEMENT

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

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

CLIENT:

CONSULTANT:

Todd Bodem, City Administrator
City of Sand City

Michael Groves, AICP
President, EMC Planning Group



Planning for Success.

April 29, 2015

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

Re: Proposal for Redesigning Website for the City of Sand City

Dear Mr. Bodem:

Thank you for requesting a proposal from EMC Planning Group to provide website development services to the City of Sand City (City).

The goals of redesigning the City's website are:

- improve the overall look and feel of the City's website;
- reorganize the content into a more use-friendly site structure and update content where needed; and
- provide staff with a tool that makes web maintenance easy.

Scope of Work

This proposed scope of work to redesign the City's website include the following tasks:

1. Prepare two (2) draft theme designs for the new website on paper;
2. Two (2) meetings to go over conceptual designs & modifications;
3. Provide for two (2) rounds of edits of chosen theme design;
4. Develop new site-map and outline a reorganization of website's content;

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

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

5. Develop new website from current website's content and graphics as much as possible;
6. Website to be developed using WordPress;
7. Site visit will be conducted to get a better "sense" of the City, visit businesses within the city, and to take photos for use for website;
8. Revision/modifications to draft web pages;
9. Search engine optimization (basic)
10. Setup new WordPress hosting service;
11. Redirect URL/domain to new location
12. Provide 4 hours of staff training/assistance on how to use WordPress including how to make updates and create new web pages.

Budget

Based on the scope of work tasks outlined above, we anticipate a not-to-exceed budget of \$17,480. Once the website is up and running and City staff has received their initial 4 hours of web maintenance training from EMC Planning Group, we would be available to provide ongoing technical support, on an as needed basis, at a rate of \$125/hour. The budget for this proposed scope of work is attached.

Thanks again for giving us the opportunity to continue working with the City and trusting EMC Planning Group to assist you with this matter. If you have any questions please feel free to give me a call at 831-649-1799, extension 201.

Sincerely,



Michael J. Groves, AICP
President/Senior Principal



E. J. Kim
Desktop Publishing Specialist

City of Sand City Website Redevelopment

| EMC Planning Group Inc. | | | | | | |
|---|-------------------|-------------------------------|------------------|--------------|--------------------|--|
| Task | Sr. Principal | Desktop Publishing Specialist | Admin/Production | Total Hours | Total Cost | |
| Staff | | | | | | |
| Billing Rate (Per Hour) | \$205.00 | \$125.00 | \$95.00 | | | |
| Website theme design (mock-up 2 paper versions) | 1.0 | 10.0 | 0.0 | 11.0 | \$1,455.00 | |
| Meetings (2) | 4.0 | 4.0 | 0.0 | 8.0 | \$1,320.00 | |
| Modifications to selected theme | 0.0 | 2.0 | 0.0 | 2.0 | \$250.00 | |
| Develop site map | 0.0 | 4.0 | 0.0 | 4.0 | \$500.00 | |
| Website development | 0.0 | 85.0 | 0.0 | 85.0 | \$10,625.00 | |
| Sand City site visit/site photographs | 0.0 | 4.0 | 0.0 | 4.0 | \$500.00 | |
| Revisions/modifications to pages | 0.0 | 10.0 | 0.0 | 10.0 | \$1,250.00 | |
| Search engine optimization (basic) | 0.0 | 5.0 | 0.0 | 5.0 | \$625.00 | |
| Setup WordPress hosting | 0.0 | 1.0 | 0.0 | 1.0 | \$125.00 | |
| Redirect URL/domain to new location | 0.0 | 1.0 | 0.0 | 1.0 | \$125.00 | |
| Staff training and assistance on WordPress | 0.0 | 4.0 | 0.0 | 4.0 | \$500.00 | |
| Misc. administrative assistance | 0.0 | 0.0 | 1.0 | 1.0 | \$95.00 | |
| | 0.0 | 0.0 | 0.0 | 0.0 | \$0.00 | |
| | 0.0 | 0.0 | 0.0 | 0.0 | \$0.00 | |
| Subtotal (Hours) | 5.0 | 130.0 | 1.0 | 136.0 | | |
| Subtotal (Cost) | \$1,025.00 | \$16,250.00 | \$95.00 | | \$17,370.00 | |

| Additional Costs | |
|-----------------------------|-----------------|
| Production Costs | \$50.00 |
| Travel Costs | \$50.00 |
| Postal/Deliverables | \$0.00 |
| Miscellaneous | \$0.00 |
| Administrative Overhead 10% | \$10.00 |
| Total | \$110.00 |

| | |
|--------------------|--------------------|
| Total Costs | \$17,480.00 |
|--------------------|--------------------|

AGENDA ITEM

9B



CITY OF SAND CITY, CALIFORNIA

STAFF REPORT

To: Mayor David Pendergrass and City Council Members,
Todd Bodem, City Administrator

Date: April 29, 2015 (For City Council Meeting on May 5, 2015)

From: Leon D. Gomez, City Engineer
Engineering and Public Works Department

Subject: Authorization to Advertise Request for Proposals for Street Sweeping Services

RECOMMENDATION

Staff recommends that the City Council of Sand City authorize staff to advertise a Request for Proposal for Street Sweeping Services. The purpose of this action is to solicit competitive proposals (bids) from qualified contractors to provide professional street sweeping services to the City of Sand City.

BACKGROUND

The City Engineer is requesting authorization from City Council to advertise and receive proposals from qualified firms to provide professional street sweeping services within the City of Sand City. The scope of work will be to thoroughly sweep and clean streets, roadways, and/or parking areas within the City's limits. Work shall be performed on a weekly basis during the night between the hours of 10:00 PM to 7:00 AM on any day of the week except for Monday and Tuesday, in order to avoid conflict with the City's trash pickup schedule. The selected contractor shall collect and dispose of all debris in a legal manner and in accordance with applicable laws and regulations and shall maintain and submit a weekly sweeping log verifying work performed and total debris collected. These logs will be used by the City to meet certain reporting requirements under the City's NPDES Phase II municipal stormwater permit. The contract is intended as a one (1) year (12 month) contract, renewable thereafter on an annual basis subject to City discretion and the contractor's performance

The City's current budget for street sweeping services for fiscal year 2014-2015 is \$25,500 or \$2,125 per month. Current street sweeping services are contracted through the City of Monterey. However, the City is not satisfied with the current contractor's performance and wishes to obtain new proposals for street sweeping services. While staff hopes that the City will receive competitive proposals as a result of the RFP process, many factors such as the availability of local and/or regional street sweeping contractors and current equipment/labor costs may result in higher costs

for street sweeping services than currently paid by the City. Therefore, staff recommends the City consider that costs for new street sweeping services may be in the range of \$20-30,000 annually. Once proposals are received, staff will evaluate costs and determine whether any savings can be made by adjustments to the scope of work.

The anticipated schedule of events is:

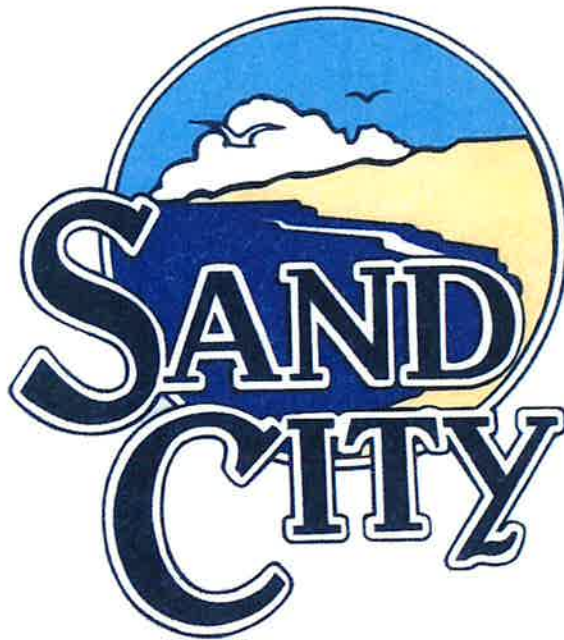
- Release of RFP May 6, 2015
- Deadline for questions May 20, 2015
- Proposal Due Date June 2, 2015
- Award of Contract June 16, 2015
- Contractor in-place July 1, 2015

The office of the City Engineer will coordinate with the City Administrator during the RFP and Proposal Evaluation process. Upon selection of a qualified contractor, the City Engineer will work with the City Administrator to coordinate the street sweeping schedule and monthly sweeping logs.

ATTACHMENTS

1. City of Sand City Request for Proposal for Street Sweeping Services

**City of Sand City
Request for Proposal
For
Street Sweeping Services**



Issued: May 6, 2015

Proposal Due: June 2, 2015 at 5:00pm

**Submit Proposal to:
City of Sand City
1 Sylvan Park
Sand City, CA 93955**

City of Sand City – Request for Proposal
Street Sweeping Services

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City of Sand City – Request for Proposal
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BACKGROUND AND INSTRUCTIONS

The City of Sand City is issuing this request for proposal (RFP) to solicit proposals from qualified firms to provide professional street sweeping services within the City of Sand City, California. The required services and performance conditions are described in the Scope of Work and General Requirements. Upon careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a contractor and the award of a contract. The contract is intended as a one (1) year (12 month) contract, renewable thereafter on an annual basis subject to City discretion and the contractor's performance. Additional streets, as developed or assumed by the City, may be added to or removed from the contract.

Copies of this RFP may be obtained in person at City Hall located at 1 Sylvan Park, Sand City, California, 93955, telephone (831) 394-3054 or via e-mail by contacting Mr. Todd Bodem, City Administrator, at: tbodem@sandcityca.org

I. Schedule of Events

| | |
|------------------------|---------------|
| Release of RFP | May 6, 2015 |
| Deadline for questions | May 20, 2015 |
| Proposal Due Date | June 2, 2015 |
| Award of Contract | June 16, 2015 |
| Contractor in-place | July 1, 2015 |

II. City Point of Contact

The sole point of contact regarding this RFP is Mr. Todd Bodem, City Administrator. Mr. Bodem may be reached via e-mail at: tbodem@sandcityca.org.

All inquiries related to this RFP shall be made on written correspondence and may be submitted by mail or in person to City Hall located at 1 Sylvan Park, Sand City, California, 93955 or via e-mail to tbodem@sandcityca.org. The deadline for submittal of questions is May 20, 2015.

Individuals or firms interested in submitting a proposal are asked not to contact other members of the City of Sand City in connection with this RFP prior to the announcement of the selected contractor.

III. Submittals

Bids must be accompanied by the following items:

1. Attachment 1: Completed Cost Proposal Schedule
2. Attachment 2: Previous Disqualification Questionnaire
3. Attachment 3: List of Subcontractors
4. Attachment 4, 4A, 4B, 4C: Bidder's Information Statement and Similar Service Contracts
5. Attachment 5: Non-Collusion Affidavit (must be notarized)
6. Attachment 6: Debarment and Suspension Certification

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IV. Proposal Due Date

Interested parties must submit (1) original and (5) complete copies (marked "COPY") of the proposal in a sealed envelope. One (1) electronic copy in Microsoft Word (.doc) or Adobe PDF (.pdf) format on CD shall be included with the original proposal. The front of the sealed envelope enclosing the proposal must include the name of the contractor and be labeled:

"CONFIDENTIAL PROPOSAL FOR STREET SWEEPING SERVICES"

All proposals must be delivered to the City of Sand City, Attn: Mr. Todd Bodem, City Administrator, 1 Sylvan Park, Sand City, California, 93955 by Tuesday, June 2, 2015 by 5:00pm. Proposals submitted after the due date and time will not be considered.

V. Award and Execution of Contract

The award of Contract, if it is awarded, will be made to the lowest responsible bidder whose Proposal complies with all the requirements contained herein. Upon selection of a successful bidder, the City will present the successful bidder with a Contract.

SECTION 1

SCOPE OF WORK AND DEFINITIONS

1.01 DEFINITIONS

- a. **“BMPs”** means best management practices typically used to protect water quality.
- b. **“Contractor”** means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with the “City” to perform the work.
- c. **“City”** means the City of Sand City, California.
- d. **“Contractor Supervisor”** means the person designated by Contractor to oversee Contractor’s employees in the performance of the work under this Contract.
- e. **Curb Mile** means the measurement of curbing of streets and medians.
- f. **Debris** means litter, rubbish, leaves, sand, dirt, mud, silt, garbage, rocks, glass, cans, or similar materials so designated by the City within the areas to be swept and of a size which can be practically removed by mechanical sweeping or hand sweeping operations.
- g. **“Holidays”** means the following City recognized holidays, for which City Hall is closed: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Cesar Chavez Day, Independence Day (Fourth of July), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day.
- h. **“Illicit Discharge”** means any non-storm water discharge to the City’s municipal storm drain system that has the potential to be a source of or cause pollution to downstream receiving water bodies.
- i. **“City Inspector”** means the City representative, or designee, designated to inspect the contracted work.
- j. **“NPDES”** means the National Pollutant Discharge Elimination System.
- k. **“Weekly”** means the normal work week during the month, Monday through Friday.
- l. **“Work”** means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.
- m. **“Travel Speed”** means the speed the sweeper operator must maintain for public safety and has been designated as a speed of no more than four to five (4-5) miles per hour while the sweeping broom is lowered in the operating position.

City of Sand City – Request for Proposal
Street Sweeping Services

1.02 SCOPE OF WORK

Furnish all labor, equipment, tools, materials, supervision, debris disposal and incidentals necessary to perform the services and maintenance as described herein, including but not limited to the following:

Thoroughly sweep and clean streets, roadways, and/or parking areas within the City's limits as listed in this RFP and shown on Exhibit A - Limits of Work. Work shall be performed on a weekly basis during the night as described below. Collect and dispose of all debris in a legal manner and in accordance with applicable laws and regulations. Maintain a weekly sweeping log verifying work performed and total debris collected (by weight). Provide copies of weekly sweeping logs and total monthly debris collected (by weight) to the City prior to the 5th of every month. Provide annual summary of total debris collected (by weight) to the City prior to July 30, annually.

Hours of work: Street sweeping shall occur weekly during the night between the hours of 10:00 PM to 7:00 AM on any day of the week except for Monday and Tuesday. Scheduling of work shall be authorized and directed by the City.

Contractor shall comply with all Federal, State, County and local regulations. City shall not be responsible or liable for any equipment or possessions that are lost, stolen, or damaged.

If debris is determined to be beyond the intent of this Contract, City Inspector may authorize extra work to supplement the regular cleaning/sweeping operation. This supplemental work shall not be the usual. Contractor will be responsible to meet the terms of this Contract.

The work has been divided into the following primary work classifications. These classifications also determine the method of scheduling, payment and performance.

- A. Annual Sweeping Services: Regularly scheduled City streets, roadways, and/or parking areas which are swept on a weekly basis during the night.
- B. Scheduled Extra Work: Scheduled work requested by the City for streets, roadways, and/or parking areas in anticipation of City events or other special events which are swept on an as needed (on-call) basis. Such City events or other special events will normally be scheduled ahead of time with the contractor. Scheduled work items may include, but are not limited to; correcting damages due to accidents, vandalism, spillage, construction/paving operations, and undesignated special events, which may require sweeping services during the contract year but are non-emergency. A separate, itemized invoice indicating the actual hours spent on-site shall be prepared for the Scheduled Extra Work. No additional compensation shall be given for travel time to the site of the Scheduled Extra Work.
- C. Emergency Extra Work: All unscheduled extra work shall be considered Emergency Extra Work and shall require a response within 2 hours or less, unless additional time has been granted by the City. Emergency Extra Work items may include but are not limited to correcting damages due to accidents, vandalism, spillage, construction/paving operations, and undesignated special events, which may require

**City of Sand City – Request for Proposal
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sweeping services during the contract year within an emergency timeframe. A separate, itemized invoice indicating the actual hours spent on-site shall be prepared for the Emergency Extra Work. No additional compensation shall be given for travel time to the site of the Emergency Extra Work.

Normal Operating Hours - during the normal operating hours of 8:00 AM to 5:00 PM. Compensation shall be per item 5a. in ATTACHMENT 1 COST PROPOSAL SCHEDULE.

Non-Normal Operating Hours - after normal operating hours including nights and weekends. Compensation shall be per item 5b. in ATTACHMENT 1 COST PROPOSAL SCHEDULE.

City reserves the right to require Contractor to sweep specific areas on special days at specific times. In the event that a storm causes excess debris in the streets, Contractor shall, at request of City and in lieu of the next scheduled sweep, sweep such debris as soon as possible, or Contractor shall, at request of City, make a separate/special sweep of the affected area.

Table 1: City of Sand City Street Listing Table
Refer to Exhibit A – Limits of Work

| Street Name | Length Lineal Feet (LF) |
|--|------------------------------------|
| Orange Avenue | 917 |
| Shasta Street | 1027 |
| Elder Avenue | 963 |
| Ortiz Avenue | 1500 |
| Redwood Avenue | 1489 |
| Dias Street | 869 |
| Catalina Street | 892 |
| Contra Costa Street | 1357 |
| Hickory Street | 430 |
| Holly Street | 555 |
| California Avenue (Contra Costa St. north to Tioga Ave.) | 2513 |
| California Avenue (Playa Ave. north to Sand Dunes Dr.) | 2209 |
| Sand Dunes Drive (City Limit north to Tioga Ave.) | 2695 |
| Sand Dunes Drive (Highway 1 On-Ramp to California Ave.) | 787 |
| Bay Street/Avenue | 178 |
| West Bay Street | 526 |
| Sylvan | 885 |

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| | |
|---|--------|
| Park Avenue | 464 |
| Ocean View Avenue | 543 |
| Hayes Street | 71 |
| Fell Street | 219 |
| Scott Street | 502 |
| East Avenue | 515 |
| Tioga Avenue (City Limits west to end) | 2072 |
| Metz Road | 1312 |
| Playa Avenue (City Limits west to Metz Rd.) | 1000 |
| Total Lineal Feet | 26,490 |
| Total Miles | 5.02 |

Note: The values shown on this table are approximate intersection to intersection and/or intersection to end of street distances and are solely for reference only. The contractor is responsible for verifying all curb mile/street distances and facility characteristics prior to submitting his/her bid. The City will verify all curb mile distances as a part of the evaluation of each proposal. In addition, other City streets not specifically identified on this list may be included in the requested cleaning/sweeping category upon request and prior approval of the City.

1.03 DURATION OF CONTRACT

This contract covers the period from July 1, 2015 through June 30, 2016, or sooner if terminated pursuant to Section 1.05.

1.04 EXTENSIONS

This contract may be renewed by consecutive one-year (12 months) periods, up to a maximum of four (4) such renewals, by written mutual agreement of the City and the Contractor. Should either party decide not to renew the Contract beyond the initial one (1) year or subsequent one (1) year terms, notice of such decision shall be provided to the other party no later than sixty (60) days before the expiration date of the then current term.

1.05 TERMINATION

Either party may terminate the contract without cause by giving written notice to the other party stating an effective date of the termination which is at least sixty (60) days after the notice of termination is given.

1.06 SCHEDULE FOR WORK

Contractor shall perform regularly scheduled street sweeping services on those streets listed in this RFP and identified in Exhibit A on a weekly basis as identified in 1.02 SCOPE OF WORK.

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1.07 HAND SWEEPING/VACUUMING

Several streets within the City have tree bulb-outs and/or hard to reach places which may require hand sweeping and/or vacuuming into the sweeper. Compensation for hand sweeping and/or vacuuming shall be included in the scope of work for basic sweeping services. No extra or additional payments will be made for this work. The contractor is responsible for verifying all existing conditions and facility characteristics.

END OF SECTION

SECTION 2
COMPENSATION

2.01 PAYMENT AND ESCALATION

1. Contractor shall provide all work necessary to conduct street sweeping operations as described in this RFP. Compensation for this work shall be made monthly based on the total annual amount as shown on Item 1 Monthly Street Sweeping in ATTACHMENT 1 COST PROPOSAL SCHEDULE.
2. At the end of the initial contract period (JULY 2015 through JUNE 2016) and each anniversary thereafter for the duration of the contract, the unit rates paid for street sweeping services may, upon Contractor or City request be increased or decreased in direct proportion to the increase or decrease in the San Francisco/Oakland/San Jose Consumer Price Index for All Urban Consumers (CPI). The contractor shall submit to the City a revised unit price schedule and supporting CPI information as the basis for any requested change.

2.02 EXTRA WORK

1. **Scheduled Extra Work**
For Scheduled Extra Work items, the City will provide the Contractor with 48 hours advance notice of the need for extra services. Compensation shall be based on Item 4 in ATTACHMENT 1 COST PROPOSAL SCHEDULE.
2. **Emergency Extra Work items**
Compensation for Emergency Extra Work done during normal business hours (8 a.m. to 5 p.m.) shall be compensated per Item 5a. of ATTACHMENT 1 COST PROPOSAL SCHEDULE.

Compensation for Emergency Extra Work done outside of normal business hours, i.e. night and weekend work shall be compensated per Item 5b. of ATTACHMENT 1 COST PROPOSAL SCHEDULE.

2.03 ALL OTHER WORK

All other work not identified as “Scheduled Extra Work” or “Emergency Extra Work” shall be deemed ancillary to the work covered by Item 1 of ATTACHMENT 1 COST PROPOSAL SCHEDULE and no additional compensation shall be granted.

2.04 PROGRESS PAYMENTS

Invoices for all services provided in the previous month shall be submitted by the 5th of the month along with the sweeping logs for the previous month. If, in the opinion of the City, all services have been provided in a timely and competent manner, full payment for Item 1 of ATTACHMENT 1 COST PROPOSAL SCHEDULE shall be made within 30 days of submittal of the Contractor’s invoice.

END OF SECTION

SECTION 3
GENERAL REQUIREMENTS

3.01 SWEEPING REQUIREMENTS

Sweeping areas will include all curb lines along both sides of the roadways, or to the edge of the pavement where no curbs exist, along all curbs on raised medians, over all portions of painted medians and all intersection cross gutters. Contractor is responsible for the 8' strip (sweeper width) along all curbs and raised medians. Sweeping will be accomplished in the same direction as traffic flow at all times. Contractor will make every reasonable effort to minimize streaks left by sweepers. Contractor will make every reasonable effort to minimize traffic delays and impacts to the motoring public.

Mechanical Failures or Personnel Problems are not acceptable reasons for failure to comply with regularly scheduled work. If necessary, Contractor will supply backup equipment and/or personnel from either Contractor's resources or from another Contractor at no additional cost to City.

3.02 SWEEPING LOGS

The Contractor shall maintain and submit a weekly sweeping log verifying work performed and total debris collected (by weight). The log shall include starting and ending odometer readings, cubic yards of material collected and type of sweeper used. A separate log shall be used for any additional work items performed. **Prior to commencement of contract work, the Contractor shall provide the City with a sample template of the sweeping log for review and approval by City.** The intent of the sweeping log is to provide the City with documentation that will meet the City's NPDES storm water discharge permit requirements. The Contractor shall provide copies of weekly sweeping logs and total monthly debris collected (by weight) to the City prior to the 5th of every month, in either electronic or hardcopy form. The Contractor shall also provide an annual summary of total debris collected (by weight) to the City prior to July 30.

3.03 PAYMENT PENALTIES

It is mutually agreed that timely and complete performance of all aspects of the contract street sweeping services is of extreme importance to both parties. By entering into a contract with the City for performance of all work called for in this RFP, the Contractor agrees to the following penalties as appropriate and acceptable, and further agrees that such penalties will be deducted from funds otherwise due and payable to Contractor.

1. Failure to provide weekly sweeping logs by the 5th of every month
Assess \$50/Day
2. Failure to sweep required eight (8) feet width from curb face as specified in SECTION 3.01 SWEEPING REQUIREMENTS
Assess \$100/Day
3. Callbacks as specified in SECTION 3.09
Assess \$100 per each callback

3.04 QUALITY OF WORK

Contractor is expected to provide professional street sweeping services in accordance with good street sweeping practices and which are subject to approval by the City. The City at its discretion may conduct periodic audits to ensure the quality of work is in compliance with the City's expectations for professional street sweeping services.

3.05 HOURS OF WORK

All scheduled, regular street sweeping services shall be performed only during the hours of 10:00PM to 7:00AM. Street sweeping shall not occur on weekends or City Holidays, unless authorized by the City.

3.06 EQUIPMENT

Contractor shall have both heavy-duty mechanical broom-type sweepers with debris conveyors equivalent to Mobile M8 sweeper, as well as heavy-duty regenerative air sweeper with minimum 8 ft. wide pickup head equivalent to Tymco 600 sweeper. All equipment shall be subject to the City's approval prior to use.

All sweepers shall comply with all local sound control and noise level requirements, regulations, and ordinances which apply to any work performed pursuant to the contract or shall be replaced with a sweeper which does meet these requirements.

All sweeping equipment, as well as disposal trucks and skid loaders shall be equipped with adequate warning devices and lights for safe operation and must meet all vehicle operating requirements of the State of California Department of Motor Vehicles, Ca MUTCD, CAL OSHA regulations and all other applicable codes required in the State of California. While sweeping, vehicles shall be equipped with top-mounted warning lights (rotation or beacon) visible for 360 degree or comparable traffic safety lights and meet all vehicle operating requirements of the state of California Department of Motor Vehicles, Ca MUTCD, CAL OSHA regulations and all other applicable codes required in the State of California.

All equipment shall be adequately maintained both mechanically and visually, and will be fully operational during all sweeping operations. Worn brushes and brooms shall be replaced and adjusted to ensure maximum efficiency. All units shall be clearly and prominently marked with Contractor's name and unit number. All units shall have a radio, phone or communication equipment for contact with Contractor's main office.

3.07 DISPOSAL OF SWEEPING DEBRIS

Contractor shall dispose of all debris collected from street sweeping operations in a legal manner in compliance with all applicable local, state, and federal regulations. Contractor shall dispose of all refuse and debris collected during cleaning/sweeping operations, by hauling to a legally established landfill for disposal of solid waste. The cost for disposal of all refuse and debris, including dump fees, shall be included in the Contract cost shown in ATTACHMENT 1 COST PROPOSAL SCHEDULE. Under no circumstance shall sweeping debris and/or water associated with sweeping operations be permitted to

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enter the City's storm drain system, in accordance with Municipal Code 13.05 Stormwater Management.

3.08 WATER

Contractor will utilize adequate amounts of water to perform street sweeping services. Contractor shall furnish all water required for performance of this work and will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district. Contractor shall utilize appropriate BMPs to prevent the discharge of any used and/or polluted water to the City's storm drain system, in accordance with Municipal Code 13.05 Stormwater Management.

3.09 CALLBACKS

Whenever, in the opinion of the City, a section of street is inadequately swept, the Contractor shall, within 24 hours after notification by City, re-sweep the section or area in question and may, at the discretion of the City, forfeit as a penalty one hundred dollars (\$100) for each time a street is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.

3.10 EQUIPMENT STORAGE

Contractor must provide his/her own storage for all equipment such as sweepers, brooms, tires, gas, oil, and other required parts and/or materials required to perform street sweeping services. The City will not provide storage for any Contractor equipment and/or materials.

3.11 SPEED OF VEHICLES

The Contractor shall operate the sweepers between 4-5 miles per hour when performing street sweeping services, unless it can be proven to the satisfaction of the City that the sweeper can operate at a higher speed and still operate efficiently.

3.12 CITY RIGHTS

The City has the right to:

1. At its own discretion, reject any or all proposals
2. Consider proposals for a period of up to 60 days following the time of receipt of proposal before deciding which proposal, if any, will be accepted.
3. Increase or decrease the amount of work to be performed with no change in the unit price.
4. Have emergency work performed by City forces or by a separate contractor as needed.
5. Change hours of sweeping as necessary provided 48 hours advance notice is given.

3.13 INSURANCE REQUIREMENTS

Contractor shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office

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"Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

Explosion, collapse or underground hazard (XCU)
Products and completed operations
Pollution liability
Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the work. Policy shall be endorsed to provide a separate limit applicable to this contract.

B. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

E. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

F. Contractor grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to

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affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

G. The foregoing policies must be issued by insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise authorized in an express writing by the City.

H. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 3.13. All certificates and endorsements are to be received and approved by the City before any work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

3.14 INDEMNITY

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, the City any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorneys' fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the Work performed by Contractor under this Agreement. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

3.15 ACCESS TO RECORDS, DATA AND FACILITIES

The City Engineer or his/her authorized representative shall have access at any reasonable time to all records, data and facilities used in contract performance. Contractor shall make available to the City or their designated agent access to the Contractor's records, accounting systems, and data at any reasonable time as required for audits to demonstrate compliance with this Agreement.

3.16 CITY OF SAND CITY BUSINESS LICENSE

The contractor shall obtain and maintain in effect a valid City of Sand City Business License prior to commencement of work and during the entire period of work to be performed under the contract. For any questions regarding City business licenses call City Hall at (831) 394-3054.

3.17 PROFESSIONAL LICENSES, PERMITS, ETC.

Contractor represents and warrants to the City that he/she has, and will keep in effect at all times during the term of a contact with the City, all licenses, permits, professional

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qualifications, and approvals of any nature that are legally required to practice his/her trade.

3.18 ASSIGNMENT

Contractor shall not assign all or any part of Contractor's rights or obligations under this Agreement without prior written consent from the City, which City may withhold in its absolute discretion.

3.19 VENUE

Any action concerning this Agreement or the subject matter hereof shall be brought and maintained in the Superior Court for Monterey County.

3.20 ATTORNEYS FEES

In the event that it becomes necessary to commence any legal proceeding to enforce any part of this Agreement, the prevailing party in such legal proceeding shall be entitled to a reasonable attorneys' fee in addition to any other remedy available to said prevailing party. "Prevailing party" shall mean and include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) a party who receives performance from the other party of an alleged breach of covenant or a desired remedy where such performance is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of competent jurisdiction.

END OF SECTION

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ATTACHMENT 1 - COST PROPOSAL SCHEDULE

**Street Sweeping Services
1-Year Contract Term**

| PROPOSAL ITEM No. | DESCRIPTION | ANNUAL QUANTITY | UNIT | UNIT PRICE | TOTAL ANNUAL AMOUNT |
|----------------------|--|--------------------|-------------|------------|------------------------|
| 1 | Monthly Street Sweeping Monthly Rate for basic sweeping services as described in Section 1.02 Scope of Work. | 12 | \$/Month | \$ _____ | \$ _____ |
| 2 | Additions/Deletions - Curb Mile Rate per curb mile for additions or deletions to the basic sweeping services. | 1 | \$/Mile | \$ _____ | |
| 3 | Additions/Deletions - Square Yards - Parking Lots Rate per square yard for additions or deletions to the basic street sweeping services. | 1 | \$/Sq. Yard | \$ _____ | |
| 4 | Scheduled Extra Work Hourly rate for scheduled extra work (includes operator and sweeper). | 1 | \$/Hr. | \$ _____ | |
| 5 | Emergency Extra Work | | | | |
| 5a. | Hourly rate for work during normal operating hours 8 a.m. - 5 p.m. (includes operator and sweeper). | 1 | \$/Hr. | \$ _____ | |
| 5b. | Hourly rate for work after normal operating hours including nights and weekends (includes operator and sweeper). | 1 | \$/Hr. | \$ _____ | |

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 2 - Previous Disqualifications Questionnaire

The bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

Date

Bidder's Signature

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 3 - List of Subcontractors

In compliance with the provisions of Section 4100 & 4109 of the Public Contract Code of the State of California and any amendments thereto, the Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Bidder's Total Bid Price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

| Work to be Performed | Percent of Total Contract | License No. and Date of Expiration | Subcontractor's Name & Address |
|-----------------------------|--|---|---|
| 1. _____ _____ | _____ _____ | _____ _____ | _____ _____ |
| 2. _____ _____ | _____ _____ | _____ _____ | _____ _____ |
| 3. _____ _____ | _____ _____ | _____ _____ | _____ _____ |
| 4. _____ _____ | _____ _____ | _____ _____ | _____ _____ |
| 5. _____ _____ | _____ _____ | _____ _____ | _____ _____ |

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 4 - Bidder's Information Statement

1. Number of years the bidder has performed the type of work required by this project: _____

2. List the type of work normally performed by your own forces:

3. Has your contractor's license been suspended or revoked during the last five years?
No [] Yes []

4. Has the bidder declared bankruptcy or been in receivership during the last five years?
No [] Yes []

5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss?
No [] Yes []

6. Has the bidder been unable to obtain a bond or been denied a bond?
No [] Yes []

7. Has the bidder ever failed to complete work awarded to it?
No [] Yes []

8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years?
No [] Yes []

9. Has the bidder failed to pay prevailing wages on any public project during the last five years?
No [] Yes []

If the answer is "yes" to any of the questions 3 through 9 please explain the circumstances in the below space. The bidder may attach additional pages if necessary, to provide a detailed response.

On the following pages list three (3) Service Contracts the bidder has had with public agencies over the last three years similar to the proposed project in type and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these pages is not satisfactory.

Name of your Surety Company: _____

Is your Surety Company California Admitted? No [] Yes []

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 4A - Similar Project #1

Similar Service Contract Bidder has completed over the last three years for a Public Agency
Address each item, indicating “none” where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder’s Superintendent on the project: _____
3. Description of work including quantities of work: _____
4. Name of Public Agency: _____
5. Name and telephone number of Public Agency’s Project Engineer: _____

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract Completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions?

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 4B - Similar Project #2

Similar Service Contract Bidder has completed over the last three years for a Public Agency
Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder's Superintendent on the project: _____
3. Description of work including quantities of work: _____
4. Name of Public Agency: _____
5. Name and telephone number of Public Agency's Project Engineer: _____

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract Completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions?

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 4C - Similar Project #3

Similar Service Contract Bidder has completed over the last three years for a Public Agency
Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder's Superintendent on the project: _____
3. Description of work including quantities of work: _____
4. Name of Public Agency: _____
5. Name and telephone number of Public Agency's Project Engineer: _____

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract Completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions?

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 5 - Non-Collusion Affidavit

To: City of Sand City

The undersigned, in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Company Name and Address

Signature

Title

(must be notarized)

(It is requested that the bidder execute the affidavit on this page at the time of submitting his bid or, if it cannot be submitted with the bid, this affidavit shall be executed by the successful bidder.)

City of Sand City – Request for Proposal
Street Sweeping Services

ATTACHMENT 6 - Debarment and Suspension Certification

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any State, Federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any State, Federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exception in the following space.

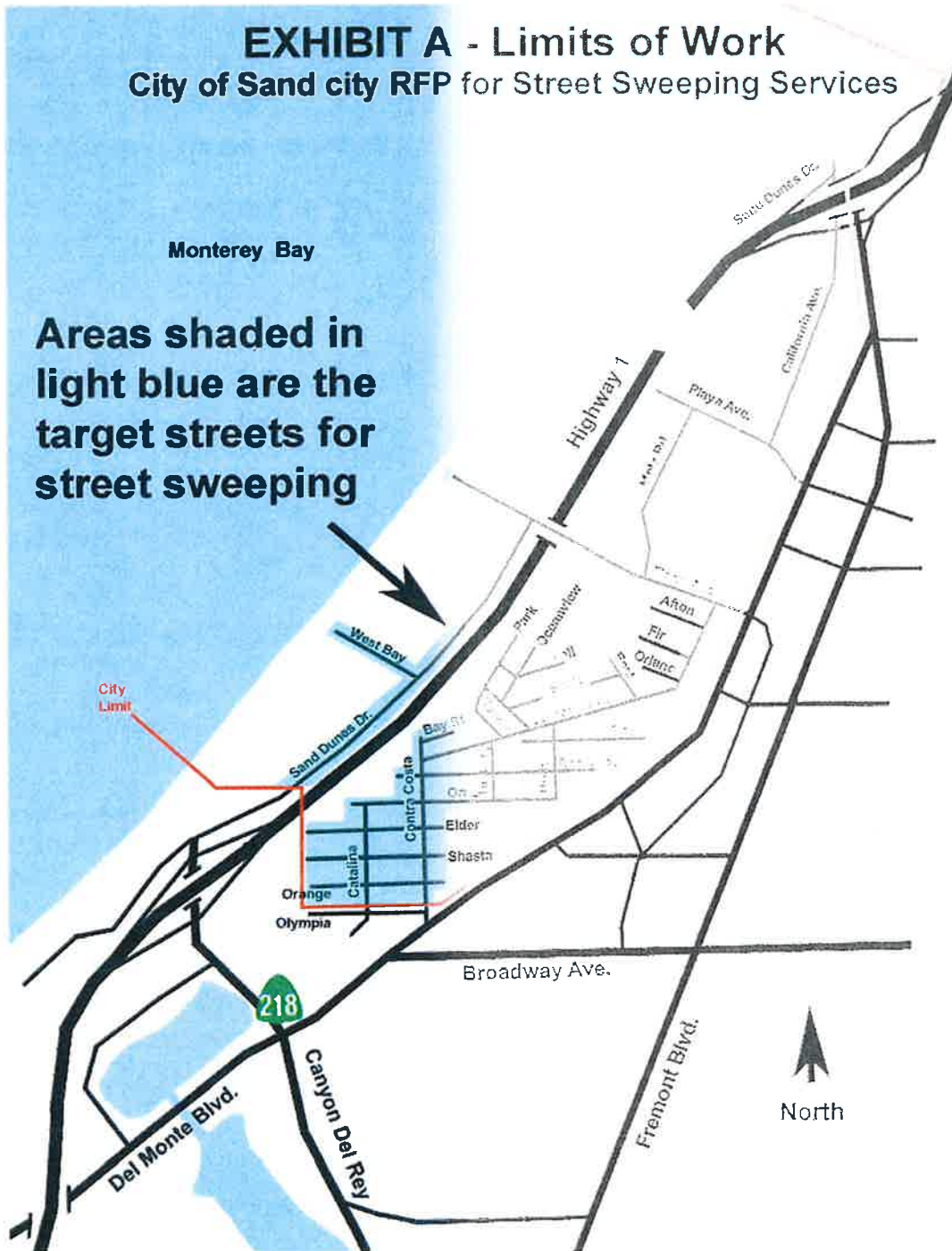
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in Monterey County, California.

(Signature / Title)

EXHIBIT A - Limits of Work City of Sand city RFP for Street Sweeping Services



Refer to Table 1: City of Sand City Street Listing Table

AGENDA ITEM

9C

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: April 29, 2015
Subject: Staff Seeks Council Direction On Monterey County Free Libraries Branch (MCFL) Branchlet Opportunity

Background

The Monterey County Free Libraries (MCFL) Branch Manager Courtney Amparo is requesting Sand City to consider participating in an interesting concept happening in communities throughout the United States. The project proposed for Monterey County is the MCFL Branchlet Project.

The MCFL's Branchlet Project will establish thirty (30) Branchlets, which offer free reading materials to all residence on a swap basis. Reading materials in the Branchlets will reflect the needs of the users, by supplying a variety of materials. The primary purpose of the Branchlet Project is to serve an evolving demographic of Monterey County providing reading materials to those who cannot access services easily. Branchlets are for every one of all ages and backgrounds. MCFL expects Branchlets to benefit communities to include Sand City, who have inconvenient access to branch libraries. MCFL expects Branchlets to benefit our unique City by making reading a family and community activity. Neighbors and families will discover the joy of walking to Branchlets and picking out books and reading as a family together.

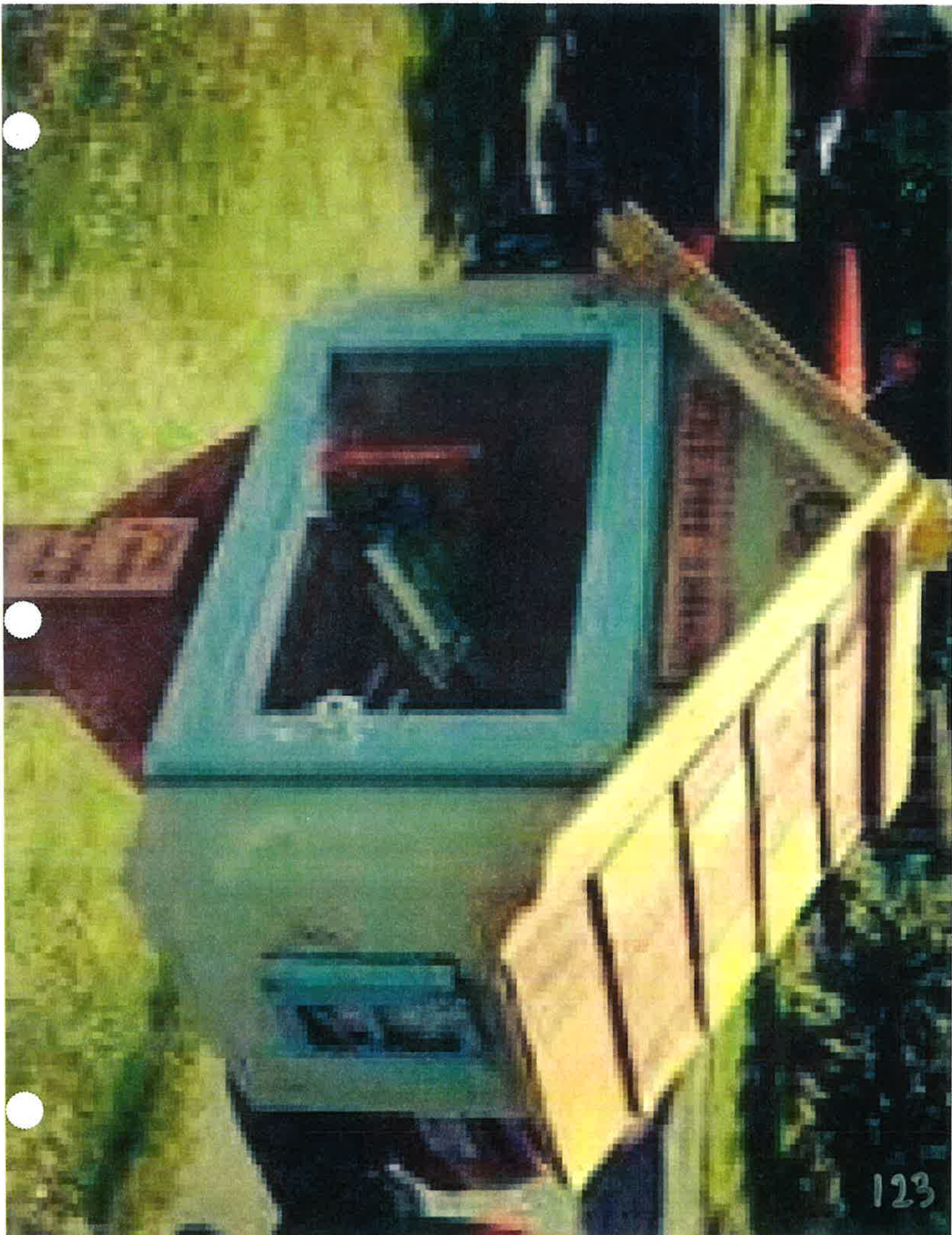
Included in this report, are images of what the Branchlet could look like. Each Branchlet has its own style and flair, but all are tasteful and built with safety, community standards, and longevity in mind. Dimensions of the Branchlets are typically one of two sizes: 16 x 18 x 23 inches or 18 x 17 x 19 inches, secured to a wooden post, similar to a mailbox. The placement of the Branchlet could be on either city owned property or privately owned property.

At the January 2015 Sand City Council Strategic Planning and Goal Setting Session, Council identified, as a goal, to develop stronger partnerships within the City that involves community engagement. The MCFL Branchlet Project builds upon that goal.

Conclusion

This is a great idea, and Staff would ask the Sand City Council to support identifying a location for the installation of a Branchlet in Sand City. Staff will be receptive to a location identified by Council members that they feel would be suitable and accessible for the Sand City community. Once several potential locations are identified, then City Staff would come forward at a later date to provide Branchlet location options.









Linda Scholink

From: Amparo, Courtney J. 675-1817 <AmparoCJ@co.monterey.ca.us>
Sent: Wednesday, April 08, 2015 12:33 PM
To: 'linda@sandcity.org'
Cc: Addleman, Jayanti G. x7566; Severson, Jennifer K. x7542
Subject: RE: Sand City MCFL Branchlet
Attachments: branchlet3.jpg; branchlet4.jpg; Branchlet5.jpg

Hi Linda,

Thank you for your quick reply. I'm including the MCFL Branchlet Project's Purpose that was included in our grant application – maybe this information will be useful to present to your City Council.

The MCFL's Branch Out project will establish thirty (30) Branchlets, which offer free reading materials to all residents on a swap basis. Reading materials in the Branchlets will reflect the needs of the users, by supplying a variety of materials. Effort will be made to offer a wide range of materials, but one Branchlet may be heavier in children's or Spanish language or large print books, based on the demographics of that community. In addition, with the current focus on Common Core, MCFL will, in keeping with its current practice, consult with local schools and teachers, and non-fiction and biography materials will be included regularly in the selections offered. However, the branchlets will also encourage readers to serendipitously discover new topics of interest. The primary purpose of the Branching Out project is to serve the spread out and evolving demographics of the county, and those who cannot access services easily. As a result, Branchlets will be placed in areas of particular need, especially near high-density and/or low-income housing communities, and in locations with inconvenient access to branch libraries. Branchlets are for everyone of all ages and backgrounds. MCFL expects Branchlets to benefit our unique neighborhoods by making reading a family and a community activity. Neighbors and families will discover the joy of walking to the Branchlets together, picking out books together, reading together, returning books for their neighbors to read, and making these activities a part of their daily lives. Books will become a normal part of children's home lives, and they will grow up expecting books to be part of their lives, and will soon be willing to take advantage of other services available from MCFL to broaden their access to reading and library materials.

I'm also including some pictures of what the Branchlets look like; each Branchlet has its own style and flair but all are tasteful and built with safety, community standards, and longevity in mind. Dimensions of the Branchlets are typically one of two sizes: **16 x 18 x 23 in** or **18 x 17 x 19 in** and they are secured to a wooden post, similar to a mailbox. The placement of the Branchlet could be on either city owned property or privately owned property (in a resident's yard, in front of a business, etc.); we are open to placing a Branchlet wherever it seems it will be a good fit for Sand City residents and we will definitely make sure passersby have a maintained right-of-way and that public safety is not compromised.

Again, thank you for your willingness to work with us on this exciting project; I'll look forward to hearing from you soon.

Courtney

Courtney Amparo
Gonzales Branch Manager
Monterey County Free Libraries
851 Fifth Street
Gonzales, CA 93926
(831) 675-2209



From: Linda Scholink [<mailto:Linda.Linda@SandCityCA.org>]
Sent: Wednesday, April 08, 2015 9:29 AM
To: Amparo, Courtney J. 675-1817
Subject: Sand City

Could you send me some additional information on the MCFL that I could include in a Council meeting packet? I would need to present to the City Council, and I am guessing this would need to be placed on city owned property? Also any type of liability insurance needed?

Once I gather additional information then we can talk, thank you

*Linda K. Scholink
Director of Administrative Services/City Clerk
City of Sand City
1 Sylvan Park
Sand City, CA 93955
831-394-3054 (phone)
831-394-2472 (fax)*

Linda Scholink

From: Amparo, Courtney J. 675-1817 <AmparoCJ@co.monterey.ca.us>
Sent: Saturday, April 04, 2015 3:42 PM
To: Linda Scholink
Subject: RE: Branchlet at Sand City
Attachments: Ribbon cutting Moro Lindo.jpg

Hi Linda,

We are excited to place a MCFL Branchlet in Sand City. Do you have a location in mind? I'm attaching a picture of a branchlet we recently installed at the CHISPA housing development in Castroville.

I am available to talk on Tuesday, Wednesday, or Thursday -- maybe we can plan a time to toss some ideas around?

Thanks so much!

Courtney

Courtney Amparo
Gonzales Branch Manager
Monterey County Free Libraries
851 Fifth Street
Gonzales, CA 93926
(831) 675-2209

-----Original Message-----

From: Addleman, Jayanti G. x7566
Sent: Thursday, February 26, 2015 8:30 PM
To: Linda Scholink
Cc: Amparo, Courtney J. 675-1817; Severson, Jennifer K. x7542
Subject: Branchlet at Sand City

Hi Linda:

Just following up on our conversation today about the little branchlets. I am copying Courtney Amparo on this e-mail and she will follow up and send you the specifications and a picture of a branchlet so you know exactly what to plan for.

As I mentioned, the bookmobile already goes to City Hall, so we would love to place the branchlet in a park or residential area. But if you can think of some other location that would be better or more appropriate from the City planner's point of view, then we would love to know.

Thanks for any help you can give us,
Jayanti

Jayanti Addleman
Library Director/County Librarian
Monterey County Free Libraries
(831) 883-7573

AGENDA ITEM

9D

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator 
Date: April 30, 2015
Subject: A Resolution of the Sand City Council Authorizing Contract Services with Bartel Associates for a Cost not to Exceed \$14,000 for Actuarial and Legal Services, Respectfully, as Related to the City's Compliance With GASB 45

Background

The City of Sand City has worked with Bartel Associates over the last decade for actuarial services. Bartel Associates is known throughout California as one of the leading firms in actuarial consulting and assisted in drafting Government Accounting Standards Board (GASB) 45 – Other Post-Employment Benefits (OPEB). Bartel Associates provided a letter summarizing the project scope of services for a June 30, 2015 actuarial valuation for the City's retiree healthcare plan.

The City of Sand City participates in CalPERS providing Miscellaneous and Safety employees Pers Retirement benefits. The City also provides medical benefits through the CalPers pooled healthcare plan. The City has approximately 24 active employees and 5 retirees currently receiving health benefits.

The June 30, 2012 valuation can be used for the 2012-13, 2013-14, and 2014-15 fiscal years. The June 30, 2015 valuation can be used for the 2015-16, 2016-17, and 2017-18 fiscal years. GASB 45 requires the City to prepare a new valuation at least every three (3) years since Sand City has fewer than 200 participants. In addition, a new valuation is required if there is a significant change to plan membership, benefits provisions, healthcare providers or plan options, funding policy, or the basis of any long-term actuarial assumptions between the valuation date and the applicable fiscal year. Therefore, Staff requests a written executive summary of the City's retiree healthcare plan and other OPEB provisions will be used as the basis of retiree healthcare benefits provided by Sand City for the June 30, 2015 actuarial valuation for the anticipated revised accounting standards.

GASB 45 anticipates a new accounting standard that will require biennial valuations for all plans and anticipate a final statement in June 2015. Bartel Associates expect the new accounting standards will be effective for the City's 2017-18 fiscal years.

The estimated costs for these actuarial valuation services would be approximately \$12,000, with an additional cost of \$1,500 for an executive summary, and possible additional costs of reporting with a combined estimated fee not to exceed \$14,000 for fiscal year 2015/16.

Staff Recommendation

Staff is recommending the approval of the attached resolution to contract with Bartel Associates for an estimated fee not to exceed \$14,000.

CITY OF SAND CITY
RESOLUTION SC ___, 2015

RESOLUTION OF THE SAND CITY COUNCIL AUTHORIZING CONTRACT SERVICES WITH BARTEL ASSOCIATES FOR A COST NOT TO EXCEED \$14,000 FOR ACTUARIAL AND LEGAL SERVICES, RESPECTIVELY, AS RELATED TO THE CITY'S COMPLIANCE WITH GASB 45 FOR FISCAL YEAR 2015/16

WHEREAS, beginning in 2008, the Government Accounting Standards Board Statement 45 (GASB 45) applied to the City of Sand City which requires financial accounting of other post-retirement employees benefits (OPEB), i.e. other than retirement pension payment obligations, and

WHEREAS, GASB 45 requires that an actuarial valuation be performed at least triennially for plans with less than 200 members in which the June 30, 2012 valuation was used for the 2012-13, 2013-14 and 2014-15 fiscal years. The June 30, 2015 valuation will be used for the 2015-16, 2016-17, and 2017-18 fiscal years; and

WHEREAS, a statistical analysis of the costs associated with future City OPEB obligations along with a recommended annual program for meeting those costs (i.e. an actuarial study) is required; and

WHEREAS, Bartel Associates is a recognized expert in financial and actuarial analysis related to municipal retirement expenses and Bartel Associates was a member of the special task force which assisted in the drafting of GASB 45; and

WHEREAS, Bartel Associates has proposed a comprehensive scope of work included in its letter dated April 8, 2015, attached as Exhibit A and incorporated herein by this reference, with estimated fees not to exceed \$14,000 to include actuarial valuation and executive summary costs for Fiscal Year 2015/16.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby authorizes the scope of work and service agreement with Bartel Associates as further described in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Sand City this 5th day of May, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

David K. Pendergrass, Mayor

Linda K. Scholink, City Clerk

April 8, 2015

Linda Scholink
Director of Administrative Services
City of Sand City
1 Sylvan Park
Sand City, CA 93955

Re: June 30, 2015 OPEB Actuarial Valuation Proposal & Data Request

Dear Ms. Scholink:

Bartel Associates would be pleased to provide actuarial consulting services to the City of Sand City. This letter summarizes the project scope and our fee estimate for a June 30, 2015 actuarial valuation for the City's retiree healthcare plan.

The prior June 30, 2012 valuation can be used for the 2012/13, 2013/14, and 2014/15 fiscal years. The June 30, 2015 valuation can be used for the 2015/16, 2016/17, and 2017/18 fiscal years. GASB 45 requires the City prepare a new valuation at least every 3 years since it has fewer than 200 participants. However, a new valuation is required if there is a significant change to plan membership, benefit provisions, healthcare providers or plan options, funding policy, or the basis of any long-term actuarial assumptions between the valuation date and the applicable fiscal year. (Note that GASB is currently working on revisions to GASB 45 and anticipates issuing a final statement in June 2015. We expect the new accounting standard will require biennial valuations for all plans.)

Estimated Fees

Our estimated fee to prepare an OPEB valuation for the City's retiree healthcare plan as of June 30, 2015 is \$11,000, including a meeting with the City to review the valuation results. We will prepare a detailed discussion outline for the meeting summarizing the plan provisions, participant data, actuarial assumptions and methods, and valuation results. While our fee estimate represents the likely cost of the valuation, it is possible the valuation may require additional time. We understand the City's budgeting needs and agree not to bill more than \$12,000 for the valuation unless the project scope changes.

| <u>June 30, 2015 Valuation</u> | <u>Estimated Fee</u> |
|--------------------------------|----------------------|
| Actuarial Valuation & Meeting | \$10,000 |
| Implied Subsidy | <u>1,000</u> |
| Total Estimated Fee | \$11,000 |
| Not-To-Exceed Fee | \$12,000 |

The "implied subsidy" will be included in the next actuarial valuation as of June 30, 2015 to comply with recently revised actuarial standards of practice. The implied subsidy is the amount by which active premiums subsidize retiree healthcare costs. (Active premiums subsidize retiree healthcare costs since actives and retirees have the same blended premiums before Medicare eligibility for all ages while healthcare costs generally increase with age.) The implied subsidy was not included in prior valuations per then current actuarial standards of practice and GASB 45 requirements which provided an exception for most agencies participating in pooled healthcare plans like PEMHCA. Our fee estimate includes an amount for the additional work needed to estimate the implied subsidy.



Our fee estimate assumes the plan provisions, healthcare plan options, and funding policy have not changed since the June 30, 2012 actuarial valuation. If there are any changes, we will provide a revised fee estimate including any additional work related to the changes.

Please note below what will be included in the valuation and what will require an additional fee. Since our estimated fee includes only expected charges for time spent on the actuarial valuation, the City may want to establish an additional consulting budget for other OPEB projects or consulting that may be needed over the next several years. The amount of this consulting budget will depend on the City's expectation for any plan changes, plan design studies, funding policy changes, cost projections, and other day-to-day administrative, financial reporting, and consulting issues.

If the City needs one fixed fee in a contract or purchase order with us, it should include our not-to-exceed fee amount. We will not bill more than this amount without prior discussion. Fees might be higher, for example, if the project scope changes or the City needs additional work as described below.

Our fee estimate assumes:

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

| | |
|--------------------------|---------------|
| Partner | \$250 - \$300 |
| Assistant Vice President | \$200 - \$225 |
| Associate Actuary | \$150 |
| Actuarial Analyst | \$125 |
| Administrative Support | \$75 |

- The City has made no changes to its retiree healthcare plan, healthcare providers, or healthcare plan options since the last actuarial valuation as of June 30, 2012. (Please review the benefit summary in our June 30, 2012 valuation report and let us know of any changes.)
- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant.
- The plan is not currently funded in an OPEB trust.
- The City has not changed its pay-as-you-go funding policy since the June 30, 2012 actuarial valuation.
- Costs and liabilities will be provided using one funding method and one set of assumptions.
- Costs and liabilities will be presented for the plan as a whole with breakdowns for Council members, Miscellaneous employees, and Safety employees.
- W Costs and liabilities will be presented with a breakdown by cash subsidy and implied subsidy.
- e will include a "gain/loss" analysis showing the reasons for changes in the Actuarial Accrued Liability and funded status since the last valuation.
- We will include a 10-year projection of the ARC and Unfunded Actuarial Accrued Liability to assist the City with plan management.
- We will have one meeting with the City to review the valuation results and will provide a preliminary valuation results discussion outline for the meeting.
- There will be no additional charges for expenses (e.g., telephone, copying, travel etc.) for the June 30, 2015 valuation and preliminary results meeting.
- We will invoice the City monthly based on time incurred, subject to the above maximum fee.



Our fee estimate may be higher if:

- The City has changed its retiree healthcare plan design, healthcare providers, or healthcare plan options since the June 30, 2012 actuarial valuation. (If the City has made any changes to the retiree healthcare plan since the June 30, 2012 valuation, it should provide us those changes so we can revise our fee estimate, if necessary.)
- Participant census data is not complete, accurate, or is not provided in an Excel workbook with one record per participant.
- Results are needed separately for additional employee groups.
- Results are needed for alternative actuarial assumptions or methods, contribution policies, or plan designs.
- Results are needed for changes in GASB's OPEB accounting rules. GASB is currently working on revisions to GASB 45 and anticipates issuing a final statement in June 2015. We expect the new accounting standard will be effective for the City's 2017/18 fiscal year. Our estimated fees do not include our charges for additional work needed to comply with revisions to the OPEB accounting standards. We can provide a fee estimate for 2017/18 accounting information after the revised accounting standard is final.
- The City requests an executive summary. Our estimated fee is \$1,500 for an executive summary.
- The City asks us to review its draft OPEB footnote. Our charges will be based on our billing rates and the time needed for the review.
- The City requests additional meetings, such as a planning meeting, a committee meeting, or a meeting with the City Council. Our fee for additional meetings will be based on our billing rates, the time needed for the meetings, any additional presentation material needed, and preparation time.
- The City decides to make changes that will affect valuation results after the valuation is begun or requests additional work after the valuation is completed, including changing plan provisions, actuarial assumptions or methods, healthcare plan options, funding policy, investment policy, OPEB trust, or any of the data provided for the valuation.

Data Requirements

In order for us to begin the OPEB valuation, please provide:

- Written summary of the City's retiree healthcare plan and other OPEB provisions, including a description of the City's contributions for active and retired employees if they have changed since the June 30, 2012 actuarial valuation. This summary will be used as the basis of retiree healthcare benefits and other OPEB provided by the City for the June 30, 2015 actuarial valuation.
- Copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if not available on the City's website.
- Total City pay-as-you-go costs for retiree healthcare benefits for 2012/13, 2013/14 and 2014/15. Also, provide an estimate for 2015/16 if the City has prepared one for budgetary purposes.
- The City's 2012, 2013, 2014, and 2015 OPEB financial statement footnotes and required supplementary information when available if not on the City's website.
- The City's most current CalPERS PEMHCA resolution(s).
- The City's most recent CalPERS health premium invoice, including a list of the City's contribution for each employee and retiree.
- Any anticipated changes to the current funding policy.
- Active and retired participant data as of the June 30, 2015 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.



- **Active Data** - name, employee number (not Social Security number), gender, birth date, hire date, healthcare plan, single/2-party/family coverage, CalPERS pension plan category (Miscellaneous, Safety), CalPERS pension plan tier (e.g. 3%@60, 2%@62, 3%@55, 2.7%@57, etc.), total CalPERS service including service at other agencies (if available), bargaining or employee group (including City Council members if eligible), OPEB eligibility (e.g., City Council members and part-time employees not eligible for CalPERS may not be eligible for OPEB), Medicare eligibility (if available), and 2014/15 PERSable compensation. Include any active employees who have waived healthcare coverage.

We request PERSable payroll for the prior fiscal year so the ARC as a percentage of payroll will be comparable to that provided by CalPERS for the City's pension plan. The City can provide a different amount for payroll, such as base pay, if more convenient, but the ARC as a percentage of payroll may not be on the same basis as presented by CalPERS for the pension plan.

- **Retiree Data** - name, employee number (not Social Security number), gender, birth date, retirement type (service retirement, disability retirement, surviving spouse), retirement date, healthcare plan, single/2-party/family coverage, CalPERS pension plan category (Miscellaneous, Safety), bargaining or employee group (including City Council members, if eligible), spouse's birth date (if available), Medicare eligibility (if available), portion of premium paid by the City, and portion of premium paid by the retiree. Include any retirees or surviving spouses of retirees who have waived coverage.
- **CalPERS PEMHCA Data Extract** - We recommend the City provide the above participant census data by requesting a copy of its June 30, 2015 CalPERS PEMHCA database by downloading and submitting the CalPERS "GASB 45 Data Extract Request and Non-Disclosure Agreement" and the "GASB 45 Data Extract Receiving Party Sending Electronic Information Agreement" from the CalPERS website (www.calpers.ca.gov/index.jsp?bc=/employer/retiree-ben-trust/data-extract.xml). This data extract may be helpful to the City in assembling the employee census information requested above, including retirees who waived coverage. If the City wants us to use the CalPERS data extract for the valuation, it should add:
 - 2014/15 PERSable compensation to each active record.
 - Bargaining unit or employee group to each active and retiree record.
 - Any employer contribution in excess of that reported by CalPERS to each retiree record.
 - Medicare eligibility, if available.
 - Employer contribution to any retiree record that shows the retiree waived PEMHCA coverage if the City provides a contribution for coverage under a non-PEMHCA healthcare plan.Please indicate additions or changes to the original data extract, for example, by color. Do not make changes to the data extract for events such as new hires, terminations, and retirements after the valuation date. Please send us both the original data extracts provided by CalPERS and the files with your changes.
- Our fee estimate assumes the City will merge and reconcile all data files and provide one census file with one complete record for each employee and eligible retiree in an Excel workbook. If the City needs our help to merge and reconcile data, our fees will be higher.
- In order to maintain confidentiality, please do not provide Social Security numbers on any of the information provided. We will delete any files that include Social Security numbers and request revised files.
- We may need additional data depending on our review of the City's retiree healthcare plan design.

Linda Scholink
April 8, 2015
Page 5



Timing

Normally, we will need 4 to 6 weeks to complete the valuation after we receive all the requested information and the City replies to any questions we may have after our initial review of the data provided. The City should therefore provide the requested data early enough so we can complete the valuation in time to meet any needs the City may have for the valuation results.

We look forward to continue working with you and the City. Please call me at 650-377-1610 with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Joseph R. D'Onofrio'.

Joseph R. D'Onofrio, FSA
Assistant Vice President

c: John E. Bartel, Bartel Associates, LLC

O:\Clients\City of Sand City\Proposals\2015\BA SandCi 15-04-07 OPEB 15-06-30 valuation proposal letter.docx

AGENDA ITEM
9F

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Member2Member

***CCHRA May Program: California's Healthy Workplaces,
Healthy Families Act of 2014 (PSL) - Register Today***

Mazda Raceway Laguna Seca 5-Chamber Mega Mixer: Tomorrow 4/30

RSVP for the 19th Annual MPCC Golf Classic: Wednesday, May 20



CCHRA May Program: California's Healthy Workplaces, Healthy Families Act of 2014 (PSL)

Please join us for an informative presentation by Melissa Irwin on new employment laws that went into effect on January 1, 2015. Learn more about Eligibility, Accrual, Carryover, and Use, Rates of Pay, Impact on Current Paid Time-Off Policies, Coordination with Other Laws, New Paycheck Reporting Requirements, Penalties for Non-compliance, Assessing the Financial Impacts, and more!

WHEN: Thursday, May 14, 2015
11:00 AM – 2:00 PM

WHERE: Corral de Tierra Country Club
81 Corral de Tierra Road,
Salinas, 93908

Early Bird Registration fee valid through 5/7/15:

\$25 per CCHRA Member

\$40 per non-member/guest

Registration fee after 5/7/15:

\$45 (CCHRA Members and non-members)

For more information visit our website <http://cchra.shrm.org>





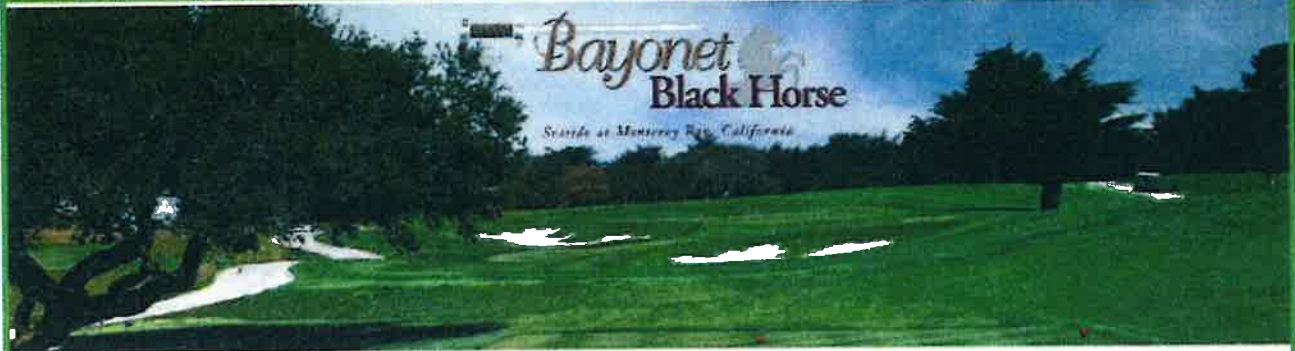
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PENINSULA
CHAMBER OF
COMMERCE

19th Annual Golf Classic

Wednesday • May 20

Bayonet & Black Horse Golf Course • 1 McClure Way • Seaside

11:30am Registration • 12pm Lunch • 1pm Shotgun Start • 5:30pm Mixer & Awards



NETWORK • CONNECT • HAVE FUN
SCRAMBLE PLAY • CONTESTS • PRIZES

\$175 per player - Registration includes lunch and mixer ticket

PRE-REGISTER BY CLICKING HERE OR CALLING 831-648-5350
EVENT IS OPEN TO THE PUBLIC

Lunch Sponsored by **HFG**
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19th Hole Mixer
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Member Events

 **The Alzheimer's Association And Monterey Bay Geriatric Resource Center Present: Alzheimer's Disease And Related Dementias: Innovative Approaches In Therapy, Care And Diagnostics**

Event Date: Apr 30, 2015 at 8:30 am to 4:00 pm

This is a 6 hour interdisciplinary (CEU) conference on major issues and challenges related to...


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 **The Alzheimer's Association Presents: "Melodic Memories" Sing-a-Long**

Event Date: May 1, 2015 at 2:00 pm to 2:45 pm

Come sing to slow memory loss! Singing is not only fun, but an excellent way to maintain and...

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Back To The Valley

Event Date: May 2, 2015 at 4:00 pm to 9:00 pm

Back to the Valley Benefitting Compassionate End-of-Life Care in Your Community Enjoy...


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 **Alzheimer's Association: Salinas Caregiver Support Group**

Event Date: May 6, 2015 at 12:30 pm to 2:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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The Gateway Gladiators Vs The Harlem Ambassadors

Event Date: May 9, 2015 at 5:30 pm to 7:30 pm

The Gateway Center Gladiators challenge the Harlem Ambassadors to a do-over game! It's...


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 **Alzheimer's Association: Spanish-Language Caregiver Support Group**

Event Date: May 11, 2015 at 6:00 pm to 8:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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 **The Alzheimer's Association Presents: Memory Café**

Event Date: May 12, 2015 at 1:00 pm to 2:00 pm

Age Related Memory: A brief discussion about natural

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changes occurring in the brain while growing...



CA Employment Essentials Series

Event Date: May 13 - May 27, 2015 at 1:00 am to 1:00 am

CA Employment Essentials (CEE) is a comprehensive training series covering...

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Alzheimer's Association: Pacific Grove Caregiver Support Group

Event Date: May 13, 2015 at 1:30 pm to 3:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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New PAID SICK LEAVE Compliance Briefing

Event Date: May 14, 2015 at 9:00 am to 10:30 am

CA's Healthy Workplaces, Healthy families Act of 2014 (PSL) Now you need...

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New PAID SICK LEAVE Compliance Briefing

Event Date: May 14, 2015 at 9:00 am to 10:30 am

CA's Healthy Workplaces, Healthy families Act of 2014 (PSL) Now you need...

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New PAID SICK LEAVE Compliance Briefing

Event Date: May 14, 2015 at 9:00 am to 10:30 am

CA's Healthy Workplaces, Healthy families Act of 2014 (PSL) Now you need...

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New PAID SICK LEAVE Compliance Briefing

Event Date: May 14, 2015 at 9:00 am to 10:30 am

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Alzheimer's Association: Monterey Caregiver Support Group

Event Date: May 18, 2015 at 7:00 pm to 8:30 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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New PAID SICK LEAVE Compliance Webinar

Event Date: May 19, 2015 at 9:00 am to 10:30 am

CA's Healthy Workplaces, Healthy families Act of 2014 (PSL) Now you need...

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Managing Leaves - The Fundamentals

Event Date: May 21, 2015 at 8:30 am to 10:00 am

Compliance with Federal and California Legislation Avoid costly legal troubles by making...

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TPO's External HR Support Briefing

Event Date: Jun 2, 2015 at 8:45 am to 10:00 am

This program is for ALL employers, including new & current TPO members and affiliates....

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Alzheimer's Association: Salinas Caregiver Support Group

Event Date: Jun 3, 2015 at 12:30 pm to 2:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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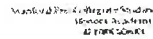


Alzheimer's Association: Spanish-Language Caregiver Support Group

Event Date: Jun 8, 2015 at 6:00 pm to 8:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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Stanford Pre-Collegiate Studies Honors Academy At York School

Event Date: Jun 8 - Jun 19, 2015 at 9:00 am to 4:00 pm

The Stanford Pre-Collegiate Studies Honors Academy at York School is a two-week summer program...

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Alzheimer's Association: Pacific Grove Caregiver Support Group

Event Date: Jun 10, 2015 at 1:30 pm to 3:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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Alzheimer's Association: Pacific Grove Caregiver Support Group

Event Date: Jun 10, 2015 at 1:30 pm to 3:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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Alzheimer's Association: Pacific Grove Caregiver Support Group

Event Date: Jun 10, 2015 at 1:30 pm to 3:00 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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Alzheimer's Association: Monterey Caregiver Support Group

Event Date: Jun 15, 2015 at 7:00 pm to 8:30 pm

If you have a family member who has been diagnosed with Alzheimer's disease or a related...

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Alzheimer's Association Walk To End Alzheimer's

Event Date: Sep 26, 2015 at 8:00 am to 11:30 am

Walk to End Alzheimer's is a fun and inspiring event that spans generations and brings...

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