



**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA  
SAND CITY COUNCIL CHAMBERS**

**TUESDAY, AUGUST 6, 2019**

**5:30 P.M.**



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

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Regular Meeting – August 6, 2019  
5:30 P.M.

CITY COUNCIL CHAMBERS  
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

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

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

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

6. **CONSENT CALENDAR**

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

- A. Approval of June 19, 2019 Study Session Minutes
- B. Approval of July 15, 2019 Sand City Special Meeting Minutes
- C. Approval of City RESOLUTION Recognizing Michael Nesmith for is Many Talents as Former Member of the “Monkees”, and Accomplished Singer, Songwriter, Entrepreneur, and Proprietor of Video Ranch in Sand City
- D. Approval of City RESOLUTION Approving an Allocation of \$4,200 to Community Human Services for Fiscal Year 2019-2020
- E. Approval of City RESOLUTION Authorizing Bartel Associates to Commence 2018/2019 Review of GASB 75 Accounting Information at a cost not to exceed \$2,500 in Fiscal Year 2019/2020

- F. Approval of City Donations/Contributions
  - 1) Monterey Firefighters Association re: Chris Fiske –\$200
  - 2) United Way Monterey County 2-1-1 Program - \$500
  - 3) Monterey Complete Count Committee, Peninsula Action Team - \$1,000
  - 4) Monterey County Convention and Visitors Bureau - \$2,000
  
- G. Approval of City RESOLUTION Approving a One (1) Year Agreement with Monterey County Weekly for Continued Participation of Co-Op Advertisements during the 2019/2020 Fiscal Year

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

**8. PRESENTATION**

- A. Presentation by Mr. David Martin, Interim Superintendent/President at Monterey Peninsula College on MPC Board of Trustee Area-1 (Seaside/Sand City) Seat Vacancy {10 minutes}

**9. PUBLIC HEARING**

- A. Consideration of City RESOLUTION to Approve Conditional Use Permit 634 for an Office and Storage Use at 748 California Avenue

**10. NEW BUSINESS**

- A. Consideration of Memorial Bench Dedication
- B. Consideration of City RESOLUTION Authorizing a City Engineering Service Agreement with Creegan & D'Angelo
- C. Consideration of City RESOLUTION Authorizing the Acting City Manager to Enter into an Agreement with Harris and Associates to Provide City Engineering Services with the City of Sand City
- D. Discussion and Consideration of Choosing a Name for "A" Street within the South of Tioga Project
- E. Comments by Council Members on Meetings and Items of interest to Sand City
- F. Upcoming Meetings/Events

**11. CLOSED SESSION**

- A. City Council/Agency Board to adjourn to Closed Session regarding:
  - 1) Conference with Labor negotiator pursuant to Government Code Section 54957.6.  
Agency designated representative: Donna Williamson

Employee Organization: Sand City Police Officer's  
Association (POA) and Miscellaneous Employees

- 2) Conference with legal counsel - existing litigation pursuant to Cal. Gov. code section 54956.9(d)(1); Case: *Gonzales v. Monterey Peninsula Unified, et. al.*, Case no. 19CV000828
- 3) Discussion pursuant to Government Code Section 54957(b)(1) to Consider Candidates for City Manager Position

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

## 12. ADJOURNMENT

<p>Next Scheduled Council Meeting: Tuesday, August 20, 2019 5:30 P.M. Sand City Council Chambers 1 Pendergrass Way, Sand City</p>
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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](http://www.sandcity.org)

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

# AGENDA ITEM

6A

**MINUTES  
SAND CITY COUNCIL STUDY SESSION**

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STUDY SESSION  
Wednesday, June 19, 2019  
**10:00 A.M. – 12:00 P.M.**  
CITY COUNCIL CHAMBERS

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Mayor Carbone called the study session meeting to order at 10:00 a.m.

**Agenda Item 1, PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Chief Brian Ferrante.

**Agenda Item 2, ROLL CALL**

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Council Member Sofer  
Council Member Cruz  
Council Member Hawthorne {excused absence}

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

**Agenda Item 3, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**

There were no announcements provided.

**Agenda Item 4, COMMUNICATIONS**

10:03 a.m. Floor opened for Public Comment.

There was no comment from the Public.

10:03 a.m. Floor closed to Public Comment.

**Agenda Item 5, NEW BUSINESS**

- A. Discussion and Council Updates regarding Budget Preparation to Highlight Priority Decisions that will be Required for Budget Approval, and to Identify Information for Inclusion as Part of the Budget**

Interim City Manager Meurer provided a summary on how much the city would

receive based on estimates of major revenues. Sand City only has two major revenue sources that come from sales and transactions taxes, and a large piece of the city expenditures are related to the retirement costs associated with the Public Employee Retirement System (PERS) costs. The city contracted with Bartel to project future PERS costs. The system was hopeful to gain a 7.5% return on investment; however, when PERS suffers a loss, the retirees do not get less. PERS now has a board controlled by the work force and have realized that the current system is not sustainable. They have placed and created multiple tiers of retiree systems for new city employees with the hope that over the next 20 to 30 years they do not go bankrupt. The court's interpretation of our constitution does not allow a city to declare bankruptcy and unlike private companies who would say 'sorry retirees your retirement is 1 to 33¢ on the dollar'. Tomorrow, the City Council will have a presentation by a firm that specializes in retirement and is going to give the Council their best projections of the city's future knowing that PERS is going to go from an expected discount rate of 7.25% to 6%. That 1.1/4% does not sound like a lot of money, but they will present what it really means to the cities that have to contribute to their retirement system and to the employees as a contributor. The Council will preview and start setting the stage for some of the decisions that the Council is going to have to make in finalizing the budget. Not only for this year but to lay the groundwork to where they would like to go next year.

This study session welcomes Council's questions with the hope that staff can answer the questions, and is about the Council and the public being able to ask questions. The budget is based on some basic assumptions of service. Staff has built the budget on what it had been, what the council did last year, and what they did the prior year based on anticipated revenues and cost increases. Last year the Council provided increases in compensation to all the employees, in an effort to be sure that Sand City remained competitive with other cities in terms of employee compensation. Mr. Meurer commented that he has been asking the City Council to advise him on all the things they want and relayed that the costs of those things is more than the money that is available. Often those choices have to do with revenue, reducing costs, and switching priorities. For example, the City Council decided last year to put several thousands of dollars into reducing the PERS retirement liability hoping that in the long term the payment associated with paying for all of our retirements would decrease. The city planned to pay an additional \$450,000 into the PERS retirement this year; however, it was suggested to wait and see where this fiscal year budget goes. This would allow the Council to determine their overall priorities and where they would like to invest the city's dollars for the best return on investment and quality of service. It was very interesting as we were going through the background for your new city manager that candidates mentioned that part of their interest in coming here was a whole idea of the West End Celebration (WEC), and transforming the city from an industrial city to a true residential business community. The WEC brings in money but also has expenditures. The question is whether that is where the City wants to spend its money. The Council heard about a parking program; however the City does not have a parking program. Program for services and capital improvements are all competing for the same dollars.

A member of the audience asked about the West End Celebration expenses. Mr. Meurer remarked that the WEC is a particular cost item and will be addressed later on in the Powerpoint presentation. Presently, revenue income is just under eight million dollars. Looking at all the recurring expenditures such as payroll, supplies, contracts, etc, it is approximately close to \$8,000,000 dollars and the city presently has under \$250,000 in general funds available to execute its dreams beyond its current services. The Council may choose to not change the current services but if they choose to discontinue those services, it may come with pain. Looking at the \$450,000 that has not been spent this year, that money could be added to the bottom line and allocated towards other expenses. These would be for special one-time revenues like grants, and other one-time expenditures. The Council may also decide to put more money into the PERS liability.

The biggest and most important sources of revenue come from the sales and transaction taxes which are associated with the shopping centers, and is approximately \$5.6 million. Right now there are current vacancies within the shopping centers, and if filled, may have had businesses in them producing a level of activity at approximately \$80,000 to \$90,000 dollars of annual revenue. Another source of revenue is related to the business license tax which is directly related to business activity, and charged on a percentage of their gross sales. Additional revenue can be anticipated with fees that will be charged to DBO for the South of Tioga Project for planning and building inspections. Another big item of concern is the Cal-Am lease payments that will change from \$850,000 a year to \$7000 a year in 2023. When this amount decreases the city does not have any corresponding reduction of expenditures. The loss of 12% is of great concern because it will happen within 3 years from now. The city needs to pursue a strategy for being able to live with that loss of revenue in the future. Looking at the tax revenues, you can see where the revenues come from. Sand City's taxes are lower than the surrounding cities. The franchise fees are what the city receives from its utilities. For example, the \$117,500 received would pay for one police officer's salary for one year. The business license fee is not capped, is a good source of revenue, and the city receives a small amount of tax increment from the former redevelopment agency. Mr. Meurer explained the history of the tax increment payment received that occurred during the dissolution of the redevelopment agencies in 2012. Former Governor Brown decided, and the legislature agreed with him that there were many cities who had misused their redevelopment powers that enabled cities to remove blight. Sand City did not abuse that privilege, but the city did lose the revenue. That money now goes to the County for distribution. We now only receive approximately \$100,000. The loss of redevelopment was coupled by the simultaneous loss of the economy in most cities.

The planning and building revenues that the city receives are used to pay for planning services such as the processing of building permit applications. Public safety receives \$12,000 a year on parking violation fees which is not considered a large revenue, and would only pay 1/4 the cost of a new police car. The public works revenues are associated with fees and taxes that are received to repair



roads. If the city only invests the money it receives for roads the roads are going to continue to deteriorate. The current road condition will continue to plummet in terms of the shape and repair. It would be feasible to keep them fixed rather than wait until they deteriorate. Measure X , the gas tax, and SB1 funds received go towards paying for those roads.

One of the city's recurring expenses is the Fire services contract that will increase annually based on the consumer price index (CPI) increase and is capped by the CPI. The fire department calls for service estimated cost is approximately \$2,500 to \$2,700 dollars for each call they respond too. The number of times they roll into Sand City it about half that of the City of Monterey.

In response to an audience member question regarding employee salaries, Mr. Meurer responded that last year the City Council negotiated with the raises that employees received in all of the departments and updated their job descriptions. Everyone received a salary adjustment. It was a two-fold raise because the jobs they were performing served a higher rate of pay if the city wanted to remain competitive with the market. There was also a component of the raise that was associated with the increase in the cost of living. Right now everyone in the city has a job description that has been negotiated and from a council point of view as a whole, they are paid in a fair manner and in some cases they may be the highest paid, and are above average.

Mr. Meurer addressed the non-departmental expenditures as it relates to the cities memberships to outside agencies that gives the City a voice in those agencies, the software management systems, LAFCO, etc. The City Council can choose to participate or not in these memberships. The Granicus management software is a system that will bring our records management system and the website up to date with the 21st century. These programs are needed by our employees to do their job. The IWorQ planning system which is part of the records management system is used to track city assets. The Arts committee has \$10,000 and is the amount the Council has decided they would like to invest in the Arts committee in terms of their programs, and may be matched by a \$5,000 private party contribution to provide \$15,000 for various art related programs. He explained the cities participation in outside agencies such as FORA and why it depicts a zero amount for the proposed fiscal year 2019-2020 budget. As the city transitions and becomes even more active in regional issues the Council is spending more time being City Council members. The City Council can spend well over 40 hours per week while the Mayor spends about 60 hours. Other Council expenditures include attendance to trainings/conferences.

The Administration expenses includes salaries of the city clerk, city manager, administrative staff and other essential personnel costs that is broken down to include benefits, dental, vision, auto allowance, etc. like health care. The police officers also receive an allowance for uniforms.

Staff explained the City's participation in a Joint Powers Authority (JPA), and because Sand City is a small city would not have the resources it needed if it were hit with a big claim. So the City's band together to form a joint powers to

provide for a level of insurance for liabilities that needs to be paid above the deductible amount. Other administrative expenses include everything from telephones to training, and have asked that department heads instill a training program for each employee. The term GASB 68 unfunded liability is the unfinanced liabilities the city has in regard to their retirement liability which now has to appear on the books. Over the past three years the Council has substantially brought that liability down. The meeting tomorrow would address how the PERS system works. PERS changed the rules to offset the future train wreck of the retirement system. While some cities are hurting, Sand City is in a good position as the city is getting close to being 80% funded. He explained the accrual cash outs that involve accrued sick time and vacation days. Any additional accrued amounts accumulated over 800 hours are cashed out. The \$55,000 expenditures under the Finance category is a setup fee that the city pays the State for the privilege of them collecting sales tax and distributing the money back to the city. The audit will cost upwards of \$50,000 this year.

The legal expenditures essentially pays for city attorney services, and outside attorney support. At last night's City Council meeting you heard threats of litigation. Although Sand City does not have many, he has routinely experienced a lot of them at his previous employment. You may never know where these lawsuits would go and it would be wise to be prepared. The city is presently having its Personnel Manual reviewed by a firm that specializes in nothing but personnel law to make sure that the city remains consistent with personnel law. Many cities have an in house attorney while other cities have a contract attorney and it is always debatable on which way to go. Mr. Meurer explained the differences between retaining an in house attorney as opposed to a contract attorney. The city currently contracts an outside attorney and may be something the Council will need to decide. The proposed budget shows costs for outside attorney services.

Mr. Meurer responded to an inquiry from the public explaining that special projects, as part of the legal expenditures would involve updating a number of documents, and exploring employee negotiations. He provided examples of the services the contract attorney provides to the city such as work on the South of Tioga park fees for its new development and achieving 'take' permits for endangered species. He further explained the details of the previous city attorney's contract and benefits that were received as part of the contract, as well as the pros and cons of having a contract and/or city employed attorney.

The planning expenditures used to include both the planner and some expense for the city manager. There is nothing unusual in the proposed budget for this department and also depicts the benefits. Last year the \$187,000 depicted paid part of his predecessors and the past the city manager's salary was broken down between administration and planning. It now depicts only the planning expenditures. There was a time when Sand City had a community development director and planner. Since the city no longer has a community development director the capacity for those services are coming from a contract with the EMC planning group at the cost of \$60,000. The city does not use the full amount reflected as the contract number. Miscellaneous services would include traffic

engineering services. The public safety expenditures covers all the sworn officers plus one non-sworn officer who is the records coordinator position.

He responded to an audience member's inquiry and explained the over-time, definition of accrued hours as it pertains to the 800 hour limit, accrual cash outs, and holiday pay. As a council member mentioned, if we look at all the things that we want, the money we're spending, and how much money we have from a business perspective, where are you going to have the highest potential of being able to reallocate money. The question asked is to examine what the police department is doing, how they are doing it, why are they doing it, and how much does it cost to do it, to have a better understanding. Everything you do has a monetary impact. There was no attack on the police department. The question asked was a good common sense business question.

There was public comment regarding the budget, how it relates to the police department, and doing something to make it look like it was something else. The public member expressed the chaos that had been created regarding the issue involving the police department and making them feel bad. Council Member Sofer expressed her comments regarding the responsibilities she holds as an elected public official, and the questions she had asked. Mr. Meurer commented that the issue is not about making the police feel good or bad and they are roundly applauded by the City Council for the job they do. The council is asking whether the city can afford to continue to do things the way it has been doing it, and they heard from a lot of people to not get rid of the police department.

There were no other questions in regard to police services.

The next slide depicts the City's regional efforts and agency participation. It ranges from having adequate training and how to respond to an individual with a health crisis. The police department is part of these regional efforts to try to share the burden. Another thing that is already part of the budget includes code enforcement. The city had contracted with a firm that would send a person down once a week and was not particularly effective. Staff will be making recommendations on how the city may want to rethink code enforcement because it is an extraordinary expense that does not belong in the police department. He also provided the suggestion of having a Certified Emergency Response Team (CERT) and individuals who can respond to emergencies within the community. Mr. Meurer further reported on the police departments expenses that relates to Tracnet and the departments computer systems. The city's greatest liability exposure appears in police because that's where you have the most of what might be viewed as negative interaction. The city has a General Insurance policy that covers claims up to a certain amount.

The next item is the Contract Services for Fire Services and their contract provisions allow increase in fees no more than the cost of living increase established by the San Francisco CPI. The CPI is a formula that is based on night time population, daytime population, calls for services, etc. The city's fee would have increased substantially if we did not have the cap. Mr. Meurer provided the history of the negotiations of that contract several years ago.

Personal costs for the public works department is approximately \$500,000 dollars. Miscellaneous contract services can involve tree removal and/or similar services. The city contracts with Creegan & D'Angelo engineering for a professional engineer. Future questions for council would involve the city's impending growth. The \$25,000 is allocated to Monterey Regional Stormwater Program (MRSWP) for the stormwater management fee. The State has imposed a wide range of rules and is designed to protect the marine sanctuary.

Community outreach depicts the big events with the biggest single event known as the West End Celebration and has an expenditure of about \$85,000. It receives revenue to cover approximately \$50,000 of its expense. The city's cost is about \$30,000 to \$35,000. The community garden is an effort to connect to the city with the community and builds a community identity. The city manager candidates had mentioned wanting to come here in part because of this transition by having a West End Celebration.

The Mayor mentioned that the community garden was a result of the dissolution of the former redevelopment agency and was retained for the benefit of the public. There was discussion regarding the expenses for the West End Celebration, how much was paid for the coordinator, the band, and other logistics. \$40,000 has been allocated for the City events. The City of Monterey no longer has fireworks because of the costs involved. Every community decides which events they would like to have.

Mr. Meurer explained the recurring budget summary of expenditures and revenues that was depicted on a pie chart and broken down into percentages per department. Questions the Council is going to be faced with would involve the capital improvement program. He noted that he is seeing this information for the first time based on some new grant information received. The city entrance is particularly unattractive and something really needs to be done about the entrance as it speaks to the overall esthetics of the city, as well as giving the public a first impression. Staff has done a great job of looking for various grants to get things done. When you first come into the city many people will realize they are in Sand City. The chief and public works have a project in mind to increase the visual pleasantness by filling up all the potholes to the right of the city monument and working with TAMC to make the people who lease the location clean up the property. Hopefully this will allow us to use it more as a linear park, parking, and walking trail. That is a project. The first part is relatively inexpensive which is to fill up the potholes to get it ready for the West End Celebration. It looks like we will have to repave and do a lot of storm drainage work on Contra Costa. Due to relatively low income in the census data the city may be able to obtain a grant that pays for approximately 80% of this project. The city engineer is working on estimated costs to do the street and then how much it will cost to finish Contra Costa. Hopefully, the Contra Costa entrance to the city hopefully will look brand new within a year and half and appear as a real city. It cost money to accomplish that and may exceed hundreds of thousands of dollars. The Council should decide how high a priority this is and to set aside money to finish Contra Costa. The other big question is the completion of

California Avenue when the South of Tioga project provides new pavement, sidewalks, and undergrounding of utilities. The Seaside half of California will remain as it looks today in its pristine awfulness. The second question the council has to answer is how important it is to provide money to finish California Avenue and that entrance to the city. It will look awful if only half of it is new and the other remains as it is. The previous chart depicts \$250,000 of unobligated funds. Those are the two very large capital improvement projects that I know the Council wants. The question is how the city will pay for it.

There was discussion regarding Granite Rock and traffic impact fees, and how much sales tax the City receives from the business. Having the building there and how the Council wants the City to look in the future will take negotiations with TAMC and the City of Seaside. A new hotel with trucks driving by the streets seems inconsistent and are big questions the Council has to ask and answer. The City will need to look into a new community center. There is a grant for a new park that would make it ADA accessible. There was also discussion regarding the pavement and how much the Council would like to augment for streets to at least maintain our current standards of mediocrity or spending money to develop the entrances into the streets.

Mr. Meurer spoke to the FEMA grant funds for repairing the observation platform. Although some funds were used for the design phase, the platform is expected to be repaired. In last year's budget \$1.5 million was allocated for a new well for the desalination plant. Through negotiations the city will be reimbursed some costs and Cal-Am will be paying for new wells. The city just discovered that the habitat behind the two shopping centers was initially maintained by the shopping center for 20 years. The 20 years is expiring and this is another obligation that the city will need to find funding for and hopefully through volunteers who desire to keep and maintain the habitat. Another question is entering into negotiations with our employees. As an example a 1% pay increase is about \$30,000. If the Council decides on a 2% cost of living that is \$60,000. The ending balance is \$241,000 so \$241,000 minus \$60,000 leaves you with \$180,000 to put towards investing into the capital improvement plan. This goes back to choices; choices of services and quality of services. Mr. Meurer advised to continue to have the study sessions. He thanked the employees and the residents for attending. The primary goal was to allow the public to better understand what the Council has to do with regard to decision making, and it is not an easy choice.

There was public comment regarding the 1% raise and what should be given up to obtain something else. Mr. Meurer commented that very seldom do people want to give up what is important to them. He is hopeful to have a proposed budget for Council approval at the second July meeting. There will be no July 30<sup>th</sup> meeting as that was only a tentative date. The proposed budget will go before the Budget/Personnel Committee for their review and discussion. The Capital Improvement budget will also be reviewed as well as the special funds and grants to understand what is out there.

There was discussion regarding upcoming projects, and the TAMC tax increase for street improvements that the city may be able to leverage for the streets.

Mr. Meurer mentioned that should any other questions arise that the council and/or public may reach him by phone.

**Agenda Item 6, ADJOURNMENT**

There was consensus of the Council to adjourn the Study Session meeting at 12:20 p.m.

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Linda K. Scholink, City Clerk

# **AGENDA ITEM**

**6B**

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

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**Special Meeting** – Monday, July 15, 2019  
8:30 a.m.  
Panera Bread  
2080 California Ave Suite C, Sand City, CA. 93955

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Mayor Carbone opened the meeting at 8:31 a.m.

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Council Member Cruz  
Council Member Hawthorne {arrived at 2:00 p.m.}  
Council Member Sofer

Staff: Fred Meurer, Interim City Administrator  
Vibeke Norgaard, City Attorney

**AGENDA ITEM 2, COMMUNICATIONS**

8:33 a.m. Floor opened for Public Comment.

There was no comment from the Public.

8:33 a.m. Floor closed to Public Comment.

**AGENDA ITEM 3, CLOSED SESSION**

8:34 a.m.

**A. City Council/Agency Board to adjourn to Closed Session to Discuss and Consider Public Employment Pursuant to Government Code Section 54957(b)(1)  
Unrepresented Employee: Prospective City Manager Interviews**

5:24 p.m.

**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**

The Council interviewed six candidates and Council provided direction regarding which candidate to further interview.



#### **AGENDA ITEM 4, ADJOURNMENT**

There was consensus of the council to adjourn the meeting at 5:25 p.m. to the next regularly scheduled meeting on Tuesday, July 16, 2019 at 5:30 p.m.

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Linda K. Scholink, City Clerk

# AGENDA ITEM

6C

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2019**

**RESOLUTION OF THE CITY OF SAND CITY RECOGNIZING MICHAEL NESMITH,  
FOR HIS MANY TALENTS AS FORMER MEMBER OF THE “MONKEES”, AN  
ACCOMPLISHED SINGER, SONGWRITER, ENTREPRENEUR, AND PROPRIETOR  
OF VIDEO RANCH IN SAND CITY**

**WHEREAS**, born in St. Joseph’s hospital in Houston, Texas, to Bette Nesmith inventor of liquid paper, Robert “Michael” Nesmith is a singer, composer, talented musician, and innovator; and

**WHEREAS**, prior to his rise to fame, Michael Nesmith spent his days as a session guitarist up and down the East Coast before moving to Los Angeles where he managed to obtain recording contracts with Colpix Records releasing several 45’s and appeared on a teen dance show; and

**WHEREAS**, prior to his tenure with the “Monkees”, Michael Nesmith had already composed several songs and continued to compose numerous ‘tracks’ for the television series and during the early days of the “Monkees” was never seen without his ‘wool hat’; and

**WHEREAS**, upon leaving his role on the “Monkees”, Michael Nesmith joined a band known as the First National Band, who composed a genre of music with a mix of country and rock and roll and following disbandment of the First National Band, Nesmith and Rhodes formed the Second National Band that produced several successful records; and

**WHEREAS**, as the inventor of the 24 hour concept of music television, Michael Nesmith created the successful “Pop Clips” that aired on the Nickelodeon channel and developed the MTV network as well as branching into film and television production; and

**WHEREAS**, in the 1980’s Michael Nesmith built up the largest non-theatrical home video catalog in the world known as ‘Pacific Arts Corporation’ that licensed the right to the PBS logo on the titles in its catalog which had been aired on PBS and developed the PBS Home Video label; and

**WHEREAS**, Michael Nesmith continues to be active in forms of media to include video games and online media sales through his company known as Video Ranch located in Sand City that allows direct sales of CD’s, DVDs, and music downloads to his customers: and

**WHEREAS**, a father to Christian, Jessica, Jonathan, and Jason, Michael Nesmith is also an avid golfer, lives on the Monterey Peninsula, continues to perform, and just completed his second novel titled "The American Gene".

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Sand City recognizing Michael Nesmith for his talents, skills and entrepreneurial spirit, and for his artistic contributions to the community.

**PASSED AND ADOPTED** by the City Council of the City of Sand City this \_\_\_\_ day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

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

**AGENDA ITEM**

**6D**

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING AN ALLOCATION OF \$4,200 TO COMMUNITY HUMAN SERVICES  
FOR FISCAL YEAR 2019-2020**

**WHEREAS**, Community Human Services (CHS) is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low income individuals and families in Monterey County, California; and

**WHEREAS**, the CHS Joint Powers Authority (JPA) has a governing board of representatives from 15 cities and school districts in Monterey County including the City of Sand City; and

**WHEREAS**, CHS addresses underlying conditions or root causes of personal, family and community problems, whether it's addiction, domestic violence, mental illness, emotional health, homelessness, child abuse, or any number of problems that people have trouble solving on their own; and

**WHEREAS**, CHS helps their clients develop new skills, to learn new behaviors, and how to utilize community resources, and CHS affects changes in the community by reducing the need for social services, law enforcement, hospitals, jails and prisons, and by improving school attendance, performance, and social outcomes for children; and

**WHEREAS**, in FY 2018-2019, the City of Sand City allocated \$4,000 and CHS is now requesting \$4,200 from Sand City for FY 2019-2020.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Sand City hereby approves an allocation of \$4,200 to Community Human Services for FY 2019-2020.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_\_ day of August, 2019 by the following votes:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

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

# Community Human Services

P.O. Box 3076  
Monterey, CA 93942-3076

## Invoice

**To:** City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955

**Date:** July 17, 2019

**RE:** CHS JPA Allocation

**Service Dates:** Fiscal Year 2019-20

**Fee:** \$4,200

**Payable To:** Community Human Services  
P.O. Box 3076  
Monterey, CA 93942-3076

Invoice questions should be directed to: Sharon Lagana, CFO  
Community Human Services  
(831) 658-3811 Ext. 304



*Making a positive impact on our community through prevention, intervention and treatment services for substance abuse, mental health and homelessness.*

**BOARD OF DIRECTORS**

Darlene Mosely, Carmel  
Patricia Lintell, Del Rey Oaks  
Lisa Berkley, Marina  
Alan Haffa, Monterey  
Alan Cohen, Pacific Grove  
Steve McShane, Salinas  
Mary Ann Carbone, Sand City  
Mary Mitchell, Seaside  
Annette Yee Steck, Carmel Unified School District  
Alana Myles, Monterey Peninsula Unified School District  
Cristy Dawson, Pacific Grove Unified School District  
Loren Steck, Monterey Peninsula Community College  
Kyle Samuels, North Monterey County Unified School District  
Harvey Kuffner, Monterey County Office of Education  
Anthony Rocha, Salinas Union High School District  
Santa Rita Union School District

**CHS Administration**  
P.O. Box 3076  
Monterey, CA 93942  
831.658.3811

www.chservices.org

RECEIVED

JUL 19 2019

CITY OF SAND CITY

July 17, 2019

Mary Ann Carbone, Mayor  
City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955

RE: Community Human Services Allocation FY 2019-20

Dear Mayor Carbone and City Council Members,

Each year in March, Community Human Services' Board of Directors approves a specific allocation amount to be requested of cities and school districts that are members of CHS's Joint Powers Agency. Allocation requests are then sent to JPA member entities for consideration during budget deliberations for the coming fiscal year.

On April 9 you were sent a letter stating your recommended CHS Allocation of \$4,200 for the Fiscal Year 2019-20.

Attached please find our invoice for that amount.

If you have any questions, please feel free to contact me or your JPA representative.

Sincerely,

Sharon Lagana  
Chief Financial Officer

CC: Fred Meurer, City Administrator  
Finance Department



CARF Accredited



# AGENDA ITEM

6E

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_, 2019

**RESOLUTION OF THE SAND CITY COUNCIL AUTHORIZING BARTEL ASSOCIATES TO COMMENCE 2018/2019 REVIEW OF GASB 75 ACCOUNTING INFORMATION AT A COST NOT TO EXCEED \$2,500 IN FISCAL YEAR 2019/2020**

**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**, in 2015, the Government Accounting Standards Board Statement 75 (GASB 75) replaced the requirements of GASB 45 to better improve information provided by state and local government employers about financial support for OPEB, as well as establishing standards for recognizing and measuring liabilities, deferred outflows and inflows of resources, and expense/expenditures; 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 had proposed a comprehensive scope of work approved by the Council by Resolution SC 17-45, 2019 attached and incorporated herein by this reference, as Attachment 1, with estimated fees not to exceed \$24,000 to include actuarial valuation and executive summary costs for fiscal years 2016-17, 2017-18, and 2018-19.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Sand City hereby authorizes Bartel Associates to begin 2018-2019 scope of services rendered in connection with the CalPERs review of future OPEB obligations in fiscal year 2019-2020.

**PASSED AND ADOPTED** by the City Council of the City of Sand City this \_\_\_\_ day of August, 2019 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

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

**ATTACHMENT 1**  
**Resolution SC 17-45, 2017**



May 16, 2017

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

**Re: June 30, 2017 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, 2017 actuarial valuation and related GASBS 75 information for the City's retiree healthcare plan.

**Actuarial Valuation**

The last actuarial valuation as of June 30, 2015 provided the Annual Required Contributions (ARCs) for 2015/16. Since the June 30, 2015 valuation was completed before the City started prefunding the plan with CERBT, the next actuarial valuation as of June 30, 2017 will include the ARC for 2016/17 and the Actuarially Determined Contributions for 2017/18 and 2018/19.

**Accounting Changes**

GASBS 75 provides new OPEB accounting rules for employers effective for the 2018 fiscal year. GASBS 75 separates plan accounting from plan funding and will require additional information for OPEB financial reporting. An actuarial valuation will be done biennially and will provide the basis for two years' GASBS 75 financial reporting information. Under GASBS 75, the term "Annual Required Contribution" is no longer applicable and the recommended funding contribution will be referred to as the "Actuarially Determined Contribution."

GASBS 75 liability information can be determined as of a measurement date no earlier than the prior fiscal year-end and can be based on a roll-forward of the results of an actuarial valuation performed no earlier than 30 months and one day prior to the fiscal year-end. The last actuarial valuation as of June 30, 2015 cannot be used for OPEB financial reporting for the City's fiscal year ending June 30, 2018 since the valuation date was three years prior to the fiscal year-end. We suggest using a June 30, 2017 actuarial valuation as the basis for GASBS 75 reporting for the 2018 fiscal year using a measurement date of June 30, 2017 and for the 2019 fiscal year using a measurement date of June 30, 2018. Note, however, that actuarial valuations may need to be done more frequently when there are significant changes to participants, plan provisions, or actuarial assumptions. GASBS 75 accounting information reports will be provided separately from the actuarial valuation report.

**Estimated Fees**

Our estimated fees to prepare the June 30, 2017 actuarial valuation, including CERBT forms and one meeting with staff to review the valuation results, and the following two years' GASBS 75 accounting information, are:



<u>Project</u>	<u>Fiscal Year-End</u>	<u>Estimated Fee</u>	<u>Not-to-Exceed Fee</u>
Actuarial Valuation & Meeting	6/30/17	\$13,000	\$14,000
GASBS 75 Accounting Information	6/30/18	2,000	2,500
GASBS 75 Accounting Information	6/30/19	2,000	2,500

Please note below what will be included in the actuarial valuation and GASBS 75 reports and what will require an additional fee. If the City needs a fixed fee in its contract or purchase order with us, it should include our not-to-exceed fee. 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.

Our fee estimate assumes:

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

President	\$320
Vice President	270
Assistant Vice President	240
Associate Actuary	190
Senior Actuarial Analyst	170
Actuarial Analyst	140

- The City has made no changes to its retiree healthcare plan provisions since the last actuarial valuation as of June 30, 2015. (Please review the benefit summary in our June 30, 2015 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.
- OPEB obligations for the actuarial valuation will be presented for the plan as a whole with no breakdowns by employee groups.
- OPEB obligations for the actuarial valuation will be presented with a breakdown by cash subsidy and implied subsidy.
- We will include a “gain/loss” analysis showing the reasons for changes in the Actuarial Accrued Liability since the last valuation.
- We will include a 10-year projection of benefit payments, ADCs, Unfunded Actuarial Accrued Liability, and funded status.
- We will have one meeting with the City to review the valuation results.
- We will provide the actuarial certification, funding policy certification, and Excel valuation information spreadsheet required by CalPERS for agencies funding with CERBT along with a certified final valuation results outline.
- We will provide separate GASBS 75 accounting information reports for the 2018 and 2019 fiscal years based on the June 30, 2017 actuarial valuation using the prior fiscal year-ends as measurement dates. Our GASBS 75 fee estimates assume there will be no changes in the plan provisions, funding policy, or investment policy between the actuarial valuation date and the GASBS 75 measurement dates.
- We will invoice the City monthly based on time incurred, subject to the above maximum fees.

Our fee estimate may be higher if:

- The City has changed its retiree healthcare plan design since the June 30, 2015 actuarial valuation. (If the City has made any changes to the retiree healthcare plan provisions since the June 30, 2015 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 breakdowns or employee groups.
- Results are needed for alternative actuarial assumptions, contribution policies, or plan designs.
- The City makes any plan provision or funding policy changes between the actuarial valuation date and the GASBS 75 measurement dates.
- The City requests additional meetings, such as a planning meeting, a committee meeting, a City Council presentation, or meetings to review the accounting results. Our fee for additional meetings will be based on our billing rates, the time needed for the meetings, and any additional presentation material.
- The City requests an executive summary.
- The City requests assistance with its OPEB footnotes.
- The City decides to make changes that will affect the valuation results after the valuation is begun or requests additional work after the valuation is completed, including changing plan provisions, actuarial assumptions, healthcare plan options, funding policy, 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, 2015 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, 2017 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.
- The City's 2015, 2016, and 2017 financial statements or OPEB footnotes when available if not on the City's website.
- Total City pay-as-you-go costs for retiree healthcare benefits for 2015/16 and 2016/17.
- City's active employee healthcare costs for 2016/17 and budgeted active employee healthcare costs for 2017/18, if available.
- 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 active employee and retiree.
- All quarterly CERBT trust statements from June 30, 2015 (or inception of the trust) through June 30, 2017, and later if available, including contributions and dates made. (CalPERS has indicated it expects to provide unaudited June 30, 2017 trust statements in August 2017 and audited trust statements later in the fall.)
- Active and retired participant data as of the June 30, 2017 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.
  - Active Employee Data - name, employee number (not Social Security number), birth date, hire date, gender, total CalPERS service with the City, total CalPERS service with all agencies, healthcare plan, single/2-party/family coverage, spouse's birth date (if available), CalPERS pension plan category (Miscellaneous, Safety), CalPERS pension plan tier (e.g. 3%@60, 2%@62, 3%@55, 2.7%@57, etc.), bargaining or employee group (including City Council members, if eligible), classification (full-time, part-time, temporary, seasonal), OPEB eligibility, and 2016/17 PERSable compensation. Include active employees who have waived healthcare coverage.



- **Retiree Data** - name, employee number (not Social Security number), birth date, hire date, gender, retirement type (service retirement, disability retirement, surviving spouse), retirement date, healthcare plan, single/2-party/family coverage, spouse's birth date (if available), CalPERS pension plan category (Miscellaneous, Safety), bargaining or employee group (including City Council members, if eligible), portion of monthly premium paid by the City (including amounts paid to both CalPERS and directly to the retiree), and portion of monthly 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, 2017 CalPERS PEMHCA database. You can obtain this database by contacting CalPERS at CERBT4U@calpers.ca.gov. If the City wants us to use the CalPERS data extract for the valuation, it should add:
  - 2016/17 PERSable compensation to each active record.
  - Classification (full-time, part-time, temporary, seasonal) to each active record.
  - Bargaining unit or employee group to each active and retiree record.
  - Any monthly employer contribution in excess of that reported by CalPERS to each retiree record.
  - Monthly 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. Please send us both the original data extracts provided by CalPERS and the files with your changes.
- 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.
- Our fee estimate assumes the City will merge and reconcile all census data files and provide one 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.
- We may need additional data depending on our review of the data provided and the City's retiree healthcare plan design.

### Timing

Normally, we will need 6 to 8 weeks to complete the actuarial 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. (We may be able to complete the valuation in a shorter period of time, if needed.) 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,

Joseph R. D'Onofrio, FSA  
Actuary

O:\Clients\City of Sand City\Proposals\2017\BA SandCi 17-05-16 OPEB 17-06-30 valuation proposal letter v2.docx



**CITY OF SAND CITY**

**RESOLUTION SC 17-45, 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING AN AGREEMENT WITH BARTEL ASSOCIATES FOR A COST NOT TO EXCEED \$24,000 FOR ACTUARIAL SERVICES RELATED TO THE CITY'S PREFUNDING AND COMPLIANCE WITH GASBS 75 ACCOUNTING STANDARDS FOR THE CITY'S RETIREE HEALTH PLAN**

**WHEREAS**, under current Government Accounting Standards Board (GASB) 45, it requires that an actuarial valuation be performed at least triennially for plans less than 200 members; and

**WHEREAS**, the City of Sand City participates in the California Public Employees Retirement System (CalPERS) providing Miscellaneous and Safety employees Public Employees Retirement System (PERS) pension benefits and also provides medical benefits for active employees and retirees through the CalPERS pooled healthcare plan; and

**WHEREAS**, the City of Sand City began prefunding the retiree healthcare plan with the California Employers' Retiree Benefit Trust (CERBT) during the 2016-17 fiscal year; and

**WHEREAS**, a new valuation is required if there is 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; and

**WHEREAS**, Government Accounting Standard Board Statement (GASBS) 75 requires the City to prepare a new valuation every two years and starting fiscal year 2017-18, Bartel Associates will provide separate accounting information reports annually based on the biennial prefunding actuarial valuations; and

**WHEREAS**, the June 30, 2015 actuarial valuation and associated prefunding study can be used for 2015-16 and 2016-17 fiscal years, while the June 30, 2017 valuation can be used for 2017-18 and 2018-19 prefunding but cannot be used for accounting for those years since GASBS 75 accounting rules are different from the prefunding methodology; and

**WHEREAS**, Bartel Associates' estimates the cost for the June 30, 2017 funding valuation to be \$14,000 that includes the additional time needed to prepare an actuarial valuation and forms required by the CERBT for funded plan as compared to an unfunded plan; and

**WHEREAS**, Bartel Associates' estimated fees for accounting information reports are \$2,500 for the 2017-18 fiscal year and \$2,500 for the 2018-19 fiscal year.

**WHEREAS**, the total estimated fee for all three projects is \$19,000.



**Sand City Resolution SC 17-45, 2017**

**WHEREAS**, Bartel Associates' estimate may be higher if the City requests additional meetings, such as a planning meeting, a committee meeting, a City Council presentation, or meetings to review the accounting results. City Staff is requesting an additional \$2,500 for each fiscal year.

**WHEREAS**, the cost for services recommended for all three projects and possible additional fees are as follows:

<u>Project</u>	<u>FY 17-18</u>
Actuarial Valuation & Meeting	\$14,000
GASBS 75 Accounting Information	\$ 2,500
Estimate for Additional Services	\$ 2,500
Subtotal	\$19,000
<u>Project</u>	<u>FY 18-19</u>
GASBS 75 Accounting Information	\$ 2,500
Estimate for Additional Services	<u>\$ 2,500</u>
Subtotal	<u>\$ 5,000</u>
<b>Total</b>	<b>\$24,000.</b>

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby authorize the scope of work and services with Bartel Associates as further described in the attached Exhibit A, at a cost not to exceed \$24,000 through fiscal year 2018-19.

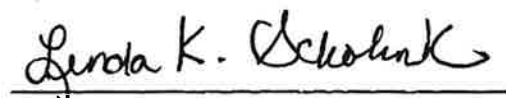
**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this 6<sup>th</sup> day of June, 2017 by the following votes:

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

APPROVED:

  
Mary Ann Carbone, Mayor

ATTEST:

  
Linda K. Scholink, City Clerk

# AGENDA ITEM

6F

# Memo

---

**To:** City Council  
**From:** Linda Scholink, Director of Administrative Services  
**Date:** July 15, 2019  
**Subject:** Review of City Donations/Contributions

---

Attached are requests from two organizations for support and contribution for Fiscal Year 2019-2020. After reviewing these requests, the following donations are recommended:

- Monterey Firefighters Association re: Chris Fiske - \$200
- United Way Monterey County 2-1-1 Program - \$500

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".*

Mayor - would you like SC  
to contribute. He had

6F (1)



J



## Firefighter Chris Fiske

March 4, 1979 – July 2, 2019



It is with sadness that the Monterey Fire Department shares the passing of one of our own. Firefighter Chris Fiske passed away in an accident at his home on Tuesday, July 2. Firefighter Fiske joined the Monterey Fire Department in January 2007. Over the years he worked in numerous assignments both as a firefighter and as an appointed fire engineer. Chris is survived by his wife and three young children. Details regarding services are forthcoming.

Monterey Fire Fighters Association Local 3707 has set up a fund to help provide for a college education for Chris' children. Anyone wishing to make a donation can send a check payable to "MFFA" (write "Fiske" on the memo line) to:

Monterey Firefighters Association  
Attn: Chris Fiske Fund  
P.O. Box 3063  
Monterey, Ca 93940



**United Way  
Monterey County**

July 3, 2019

**OFFICERS**

Doug Yount  
Chair

Brett Harrell  
Immediate  
Past Chair

Warren Hoy  
Vice Chair  
Community  
Investments

Willard Lewallen  
Vice Chair  
Resource  
Development

Dave Mora  
Treasurer

Debbie Sober  
Secretary

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

RECEIVED  
JUL 11 2019  
CITY OF SAND CITY

**Re: Support for 2-1-1 from the City of Sand City**

Dear Mr. Meurer, *Fred*

Thank you for meeting with me earlier this year to discuss the City of Sand City and United Way Monterey County.

We appreciate the opportunity to serve your residents and we look forward to continuing to do so into the future. 2-1-1 is made possible by a variety of funding sources, including the Monterey Peninsula Foundation, Community Foundation for Monterey County, the County Department of Behavioral Health, Community Action Partnership, and many of our Cities. Our request from the City of Sand City will help maintain the availability of 2-1-1 around the clock free of charge to people seeking help.

**To assist with the processing of your grant, we have enclosed an invoice in the amount of \$500.00.**

Again, thank you for your continued support of United Way Monterey County and the success of our community 2-1-1 program.

If you have any questions or would like any further information, please contact me, at 372-8026, ext. 100. Thank you for your consideration.

Sincerely,

Katy Castagna  
President and CEO

**BOARD MEMBERS**

Michelle Czarniecki  
Sandi Eason  
Leinette Limtiaco  
René Mendez  
Elsa Quezada  
Juan Rodriguez

**STAFF**

Katy Castagna  
President and CEO

# Memo

---

**To:** City Council  
**From:** Shelby Gorman, Administrative Assistant  
**Date:** July 23, 2019  
**Subject:** Review of City Donations/Contributions

---

A request for support and contribution toward Census 2020 efforts was approved at the July 16, 2019 City Council Meeting, for Fiscal Year 2019-2020.

Funding is being contributed by members of the Peninsula Action Team, led by representatives from the cities of Seaside, Monterey, Marina, and Sand City. This funding goes to service announcements on television, flyers to be sent home with children through MPUSD, banners, media packages to be provided to local public agencies, and other outreach material. Sand City's funding would go toward tee-shirts and hats for the 30 volunteers in the fall and 30 volunteers in the spring through the team's partnership with CSUMB. Each volunteer will dedicate 25 hours to Census 2020 outreach.

CustomInk has been selected to make the hats and shirts as it is the lowest priced option. Even further, the lowest price hats and shirts were selected to keep costs minimal. The cost for twenty (20) hats is \$400 and the cost for fifty (50) shirts is \$600. These items are required to outfit volunteers to display professionalism and knowledge of the subject. If Sand City does not provide the funding for them, another City or the County will need to do so with haste to avoid missing the opportunity of outreach at the West End Celebration.

After reviewing the request, the following donation is recommended:

- Monterey County Complete Count Committee, Peninsula Action Team - \$1,000

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

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



# Memo

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**To:** City Council  
**From:** Connie Horca, Deputy City Clerk  
**Date:** July 23, 2019  
**Subject:** Approval of Fiscal Year Contribution to Monterey County Convention and Visitors Bureau (MCCVB)

---

Attached is an invoice for a tourism marketing contribution to the Monterey County Convention and Visitors Bureau for Fiscal Year 2019-2020.

The Monterey County Convention and Visitors Bureau is comprised of 7 committees which are focused on specific areas of strategic importance that directs the course of the organization. MCCVB's vision is to inspire the world to experience Monterey County's extraordinary destinations with the mission to propel business growth through compelling marketing and sales initiatives that maximize the benefits of tourism to members of the community and its guests. MCCVB's objective to increase tourism is achieved by their implementation of a wide variety of engaging activities to include advertising and public relations through content marketing; with the idea of packaging every incredible activity and inspirational experience found in Monterey County. These efforts can only be achieved by the continued annual support of member agencies and organizations that contribute towards MCCVB's mission. The tourism contribution is a membership fee and allocated through the voluntary membership budget line item. Council Member Cruz serves as Sand City's representative to MCCVB's Community Relations Board, and Council Member Sofer serves as the alternate.

After reviewing this request, Staff recommends the following contribution be approved by the City Council:

- Tourism Marketing Contribution for July 2019 through June 2020 in the amount of \$2,000.

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

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

**MCCVB**  
 PO BOX 1770  
 Monterey, CA 93942  
 USA

Voice: 831-657-6400  
 Fax:

RECEIVED

JUL 08 2019

CITY OF SAND CITY

# INVOICE

Invoice Number: 15592  
 Invoice Date: Jul 5, 2019  
 Page: 1  
 Duplicate

Bill To:
City of Sand City 1 Sylvan Park Sand City, CA 93955

Ship to:
City of Sand City 1 Sylvan Park Sand City, CA 93955

Customer ID	Customer PO	Payment Terms	
City of Sand City		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/4/19

Quantity	Item	Description	Unit Price	Amount
		Tourism Marketing Contribution July 2019 - June 2020		2,000.00
Subtotal				2,000.00
Sales Tax				
Total Invoice Amount				2,000.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>2,000.00</b>

Check/Credit Memo No:



# AGENDA ITEM

6G



## STAFF MEMO

Agenda  
Item  
6G

**DATE:** July 29, 2019  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Linda Scholink, Acting City Manager *Linda*  
**SUBJECT:** Monterey County Weekly

---

### RECOMMENDATION

The City has participated in co-sponsoring advertisements in the Monterey County Weekly supporting our businesses since 2005. We have paid the same rate for our participation since 2009. In the budget that was adopted for fiscal year 2019-2020 \$14,000 was approved for this line item. With the increase that was submitted to us by the Monterey County Weekly and if approved would require an amendment to the budget in line item 5920-18 Advertising – “Coop” – Newspaper, changing it from \$14,000 to \$18,000. City staff is recommending approval of this increase and the continuation of supporting our local businesses.

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_, 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A  
ONE (1) YEAR AGREEMENT WITH THE MONTEREY COUNTY WEEKLY FOR  
CONTINUED PARTICIPATION OF CO-OP ADVERTISEMENTS  
DURING THE 2019/2020 FISCAL YEAR**

**WHEREAS**, since 2005, the City of Sand City has co-sponsored advertisements in Monterey County Weekly supporting Sand City businesses to promote commerce activity within our business community; and

**WHEREAS**, the final advertisement covered in the 2018/2019 agreement ran the week of June 30, 2019, whereby continued advertisements will require approval of a new annual contract; and

**WHEREAS**, City businesses who have participated in this co-op promotion effort feel that it is a beneficial effort on behalf of the City, and encourages its continuation so that businesses may purchase spots within those advertisements; and

**WHEREAS**, the cost of the advertising rate is \$688.00 per ad; for up to 26 full-page color ads running every other week, and includes a \$150 increase from the previous year's price which is significantly lower than the cost of the best rate offered at \$1,232 per ad; and

**WHEREAS**, the adopted fiscal year 2019-2020 budget line item 5920-18 will need to be amended to reflect the increase for advertising costs from \$14,000 to \$18,000.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby direct the Acting City Manager to enter into the Agreement for continued participation of co-op advertisements during the fiscal year 2019-2020.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_ day of August, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

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

# ADVERTISING INSERTION AGREEMENT

ADDRESS BILLING CORRESPONDENCE TO:

668 Williams Ave. Seaside, CA 93955 • 831-394-5656 • FAX 831-394-2909

ADVERTISER: City of Sand City

BUSINESS TYPE:  SOLE PROPRIETORSHIP  PARTNERSHIP  CORPORATION  POLITICAL  NON-PROFIT

CONTACT NAME: Linda K. Scholink TITLE: Acting City Manager

BILLING ADDRESS: 1 Pendergrass Way

CITY: Sand City STATE: \_\_\_\_\_ ZIP: 93955

PHONE: 831.394.3054 FAX: 831.394.2472 CELL PHONE: \_\_\_\_\_

EMAIL: linda@sandcityca.org

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## MONTEREY COUNTY WEEKLY

- DISPLAY AD
- CLASSIFIED AD
- FREE STANDING INSERTS
- BRANDED CONTENT

## MAGAZINE DIVISION

- BEST OF MONTEREY BAY® VISITOR'S GUIDE
- BEST OF MONTEREY BAY® FOOD & DRINK GUIDE
- BEST OF MONTEREY BAY® WEDDING GUIDE
- BEST OF MONTEREY BAY® SENIOR GUIDE

## DIGITAL SERVICES

- WEB BANNERS
- e-NEWSLETTER
- MOBILE ADS
- SPONSORED CONTENT
- SEO PROGRAM
- PROGRAMATIC AD SERVICES

## SPECIAL INSTRUCTIONS:

The City of Sand City will purchase 26 Full Page color ads over the course of one year (to run on a bi-weekly schedule) at \$688 per ad.

Sand City Businesses may purchase advertising space on this page for a discounted investment of \$75 per single space & \$150 per double space with the commitment of a 6 month minimum up to a full year.

Advertiser purchases from Monterey County Weekly/Milestone Communications, Inc. not less than

- Full  3/4  2/3  1/3  1/2  1/4  1/6
- 1/8  1/12  1/16  inserts

during the period set out below, subject to the Terms and Conditions set forth on the following page.

FREQUENCY RATE:  Open  6x  13x  26x  
 39x  52x  Insert

ROTATING SIZES: Full Page + \_\_\_\_\_

PRINT AD RATE (per ad): \$ \$688

COLOR CHARGES: \$ included

DIGITAL RATE: \$ \_\_\_\_\_

e-NEWSLETTER RATE: \$ \_\_\_\_\_

MOBILE RATE: \$ \_\_\_\_\_

BEGINNING DATE: July 2019  
MONTH/DAY/YEAR

ENDING DATE: July 2020  
MONTH/DAY/YEAR

IN AGREEMENT WITH THE TERMS AND CONDITIONS AND IN WITNESS WHEREOF, PUBLISHER AND ADVERTISER SET THEIR HANDS AND SEALS ON:

August 7, 2019  
MONTH/DAY/YEAR

ADVERTISER: City of Sand City  
BUSINESS NAME

ADVERTISER'S SIGNATURE **X** \_\_\_\_\_  
AUTHORIZED PERSON AND GUARANTOR

PRINT NAME OF SIGNATOR: Linda K. Scholink

## TERMS AND CONDITIONS

**1.** For each of the advertisements published, Advertiser shall pay to Publisher a fee in accordance with the Insertion & Rate Schedule (hereinafter referred to as the Insertion Schedule). Advertiser understands that under this Agreement the Advertiser is obligated to insert an advertisement (of at least the minimum size) in Monterey County Weekly (and/or other publication specified in the Insertion Schedule) for each of the issues specified in the Insertion Schedule. Accordingly, the insertion of an advertisement of greater than the minimum size in any issue will not affect the obligation of Advertiser to insert an advertisement of the minimum size in each subsequent issue. If Advertiser fails to comply with its obligation to insert an advertisement in any issue, or if Advertiser in any other way fails to comply with its obligations under this Agreement, the Publisher may terminate this Agreement. Following such termination, Advertiser shall compensate Publisher for all damages directly or indirectly resulting as a consequence of Advertiser's default and, in that connection, in addition to the payment of all unpaid amounts for advertisements inserted theretofore. Advertiser shall pay to Publisher, as liquidated damages, within 10 days after the date of termination, an amount equal to 75% of the fee that would have been payable at the Contracted Rate for the advertisements which would have been inserted after the date of termination if the Advertiser had complied fully with its obligations hereunder. Advertiser's obligation under paragraph 4, below, shall continue in full force and effect following termination of this Agreement.

**2.** Notwithstanding the provisions of paragraph 2A above, Publisher may, at any time or from time to time, determine that it does not wish to extend credit, or to continue to extend credit, to Advertiser and, in such event, Publisher may require Advertiser to pay in advance of publication or to comply with other credit terms specified by Publisher.

**3.** In the case of advertisements to be inserted in any special supplements to Publisher's weekly publications, Advertiser shall submit such advertisements to Publisher on a timely basis in accordance with the scheduling information, which has been furnished to Advertiser. Advertiser shall submit all other advertisements to Publisher (or account Executive) by no later than Friday before the issue day of any issue in which such advertisement is to appear. If Advertiser fails to submit acceptable advertisements by any such time, Publisher may republish Advertiser's most recently published advertisement and, in such event, Advertiser shall pay Publisher the same amount which would have been payable if Advertiser had submitted such advertisement for republication.

**4.** Advertiser represents to Publisher that Advertiser and its agents, if any, have the full legal right to publish, in their entirety, all advertisements and artwork submitted for publication hereunder, and that by publishing any of such advertisements Publisher will not violate the rights of any person or any federal, state or local statutes or rules or regulations of any applicable federal, state or local authority, and Advertiser agrees to indemnify Publisher, and hold it harmless from and defend it against, any losses, expenses, suits or claims which Publisher may incur and which arise out of the publication by it of any of such advertisements, including, without limitation of the foregoing, any claims of libel, violation of rights of privacy, plagiarism, unfair competition or trade practices, or copyright and/or trademark infringement.

**5.** Publisher reserves the right to refuse to publish advertising which in its opinion does not conform to the reasonable standards of its publications or which may subject Publisher to claims of liability to third persons.

**6.** Publisher's obligation to publish is subject to labor disputes, accidents, fires, earthquakes, acts of God or other contingencies beyond its control, and if such event shall occur, the "ending issue" specified in the Insertion Schedule shall be changed to such later date as shall reflect the duration of the event. If Publisher, with or without good cause, fails to publish any advertisement of Advertiser, Publisher's sole liability, if any, shall be limited to the obligation to publish another advertisement at a later date.

**7.** Publisher shall have no liability of any kind to advertiser on account of errors or omissions made by Publisher including, but not limited to, content or quality in any advertisement and, notwithstanding such errors or omissions. Advertiser shall pay Publisher in accordance with the terms of this Agreement. However, Publisher may, at its discretion, afford to Advertiser, without charge, advertising space in addition to that specified in the Insertion Schedule in an amount to be determined by Publisher. In any event, Advertiser shall give written notice to Publisher (attention of the Sales Manager) within 7 days after publication of any advertisement containing any errors or omissions made by Publisher.

**8.** This Agreement constitutes the entire agreement between Publisher and Advertiser and may not be cancelled, modified, amended or supplemented except pursuant to a duly written instrument executed by both parties.

**9.** Each person signing this Agreement as a Guarantor, and any advertising agency executing this Agreement in the name of and on behalf of Advertiser, hereby jointly and severally unconditionally guarantees to Publisher the full and prompt performance by Advertiser of its obligations hereunder.

### OFFICE USE ONLY

PREPAYMENT OF FIRST FOUR ADS RECEIVED

ACCOUNT EXECUTIVE \_\_\_\_\_

CREDIT APPROVED

APPROVED AND ACCEPTED BY \_\_\_\_\_  
Publisher of Milestone Communications Inc.

# RATES

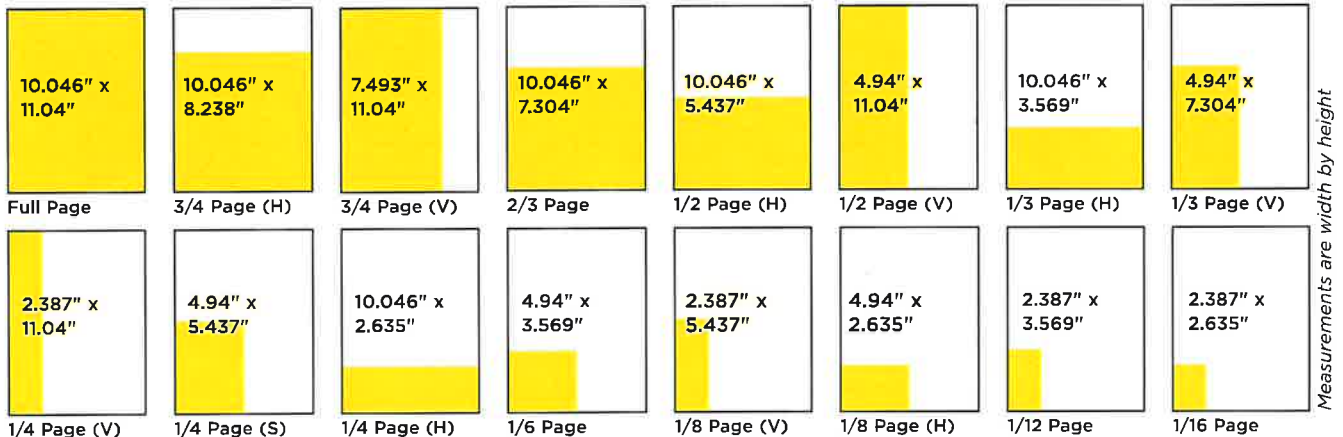
## NEWSPAPER DISPLAY

2018

All rates are per ad, net to paper.

SIZE	52x	39x	26x	13x	6x	1x
Full Page	1232	1385	1537	1669	1842	1989
3/4 Page	968	1088	1208	1326	1434	1479
2/3 Page	890	976	1076	1177	1269	1316
1/2 Page	675	730	809	888	951	1068
1/3 Page	462	506	553	589	645	771
1/4 Page	374	405	437	474	510	632
1/6 Page	266	291	316	347	377	446
1/8 Page	213	229	245	263	281	334
1/12 Page	166	179	192	208	222	235
1/16 Page	132	145	154	175	191	208

Prices are per ad for black and white ads, for color add an additional \$299 per ad.



### Pre-printed Inserts

Free standing inserts are available in the full 36,000 copy print run for \$65/1,000. Frequency discounts, zoning and custom printing available.

### Color Charges

Color is available on ads 1/6th page or larger for \$299 per ad.

### Premium Placement

Monterey County Weekly works to accommodate advertiser position requests. Guaranteed placement is available is for a 10% premium.

### Digital Services

The Weekly offers a full suite of options on its digital platforms as well as providing ad agency services to clients.

### The Classifieds

Dedicated sections include: Real Estate, Mind-Body-Spirit, Legal Notices, Service Directory, the Back Page and print and digital Recruitment ads.

### The Magazine Division

The Weekly publishes four glossy Best of Monterey Bay® magazines each year: Wedding Guide, Senior Guide, Visitors' Guide and Food+ Drink.

### FOR MORE INFO:

(831) 394-5656

[mcweekly.com/marketing](http://mcweekly.com/marketing)

MONTEREY COUNTY  
**WEEKLY**  
PRINT | WEB | MOBILE

Advertiser warrants to MC Weekly that they have the full legal right to publish all artwork, type, copy, illustrations and images contained in the advertisement and will indemnify and defend MC Weekly against any claims which might arise out of publication of said advertisement.

**AGENDA ITEM**

**8A**





# City of Sand City

Agenda  
Item  
8A

## Memo

**TO:** City Council  
**FROM:** Monterey Peninsula College (MPC) Superintendent/President David Martin  
**DATE:** July 31, 2019  
**SUBJECT:** MPC Board of Trustee Area-1 (Sand City/Seaside) Seat Vacancy

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On July 9, 2019, the Area 1 (Seaside) Trustee, Natalia Molina, notified Monterey County Office of Education, Monterey Peninsula Community College District, and the Monterey Peninsula College (MPC) Governing Board, that she has accepted a special career opportunity in the state of Arizona and will no longer be able to serve on the MPC Board of Trustees. Trustee Molina has expressed her deep appreciation for the opportunity to serve the MPC community, and will forever remember the dedication of the Monterey Peninsula College faculty and staff, and the profound impact MPC has to its students. MPC congratulates Trustee Molina on her new position and her wonderful service to MPC.

The Monterey Peninsula College Board of Trustees will consider applications and candidates for the vacancy left by Trustee Molina during the month of August 2019.



**AGENDA ITEM**

**9A**

CITY OF SAND CITY

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STAFF REPORT

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JULY 15, 2019  
(For City Council Review on August 6, 2019)

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Conditional Use Permit for Office and Storage at 748 California Avenue**

**BACKGROUND**

An application for a conditional use permit was submitted by Ronald Barber Jr. of RB Environmental Inc. (the "Applicant") to establish an office with accessory storage for his hazardous substance and remediation company (the "Applicant's Use") within an existing residential building at 748 California Avenue (APN 011-192-004) in Sand City (the "Subject Property"). The Subject Property has a non-coastal Planned Mixed-Use (MU-P) zoning designation; which requires a conditional use permit for the Applicant's Use. The site's General Plan land use designation is Mixed-Use (MU-D). The Applicant's Use at the Subject Property qualifies for a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

**Site Description:**

The Subject Property is trapezoid in shape with a width of 75-feet and a depth of 75-feet at its shortest (west) side and approximately 90-feet depth at its longest (east) side. The site facilitates an existing single story house, predating the City's incorporation, that was converted into two dwelling units an unknown number of years ago. The site once facilitated Deakins Studios, a commercial artist sculpting studio in the late 1990's and early 2000's. The side yard, at approximately 37-feet in width and between 55-feet to 60-feet in depth, has historically been used for parking; though it does not have pavement or delineated parking stalls. There is a storage shed at the rear of the property. The site has a chain-link fence with worn wood slats fronting California Avenue with a driveway gate for parking access and a pedestrian gate. Slats in the driveway gate are deteriorated. Utilities (i.e. gas, electric, water, sewer, etc.) are available to serve the building and Applicant's Use. Road pavement, curbs, and gutter exist along the California Avenue frontage.

**DISCUSSION**

**Project Description:**

The Applicant intends to establish and operate an office with accessory storage for his hazardous substance and remediation company. There will be no hazardous materials stored or handled on-site. Items stored on-site will include poly sheeting, poly bags, duct tape, filters for HEPA equipment, personal protective equipment, fans, de-humidifiers,

HEPA fans and vacuums. Typical office equipment (i.e. phones, computer, file cabinets, etc.) will be within the building. HEPA stands for 'high-efficiency particulate air'. HEPA filters are mechanical air filters that work by forcing air through a fine mesh that traps harmful particulates. Employees will include 1 clerk and 3 to 5 laborers. Typically the Applicant and the clerk will be at the Subject Property while laborers are at contract locations. According to the Applicant, clients will be met at job sites and not at the Subject Property. There is 1 work truck, 1 debris trailer, and 1 company vehicle. Shipments will be approximately four (4) times per month. The Applicant will utilize the adjoining dwelling unit as a residence for either himself or for employees.

Land Use: The Subject Property has a General Plan land use and Zoning Map designation of "Planned Mixed Use". Section 18.13.040(L) of the City's Zoning Ordinance lists 'service commercial' as an allowable use subject to the issuance of a conditional use permit pending review of potential impacts upon a mixed residential/commercial neighborhood. The type and scale of office use described by the Applicant does satisfy the definition of a low impact 'service commercial' use. Residential occupancy of the structure is an existing use predating adoption of the mixed use zoning regulations and does not require a zoning permit.

Hours of Operation: The Applicant's intended hours of operation will be 7:00 a.m. to 5:00 p.m. Monday through Friday. As the Applicant will also occupy the adjoining residential unit, staff finds the intended operational hours acceptable. Any office and janitorial activities beyond those hours are also acceptable, provided such activities do not pose a nuisance to surrounding properties.

Parking: The Subject Property's side yard is 37-feet wide and approximately 55-feet to 60-feet deep. This is sufficient area for four (4) parking spaces (2x2 tandem side-by-side). It should be noted that the parking area is not paved, rather it is compacted dirt that has always provided off-street parking for the Subject Property. Office uses are required to provide 1 parking space for each 300 square feet (Zoning Code section 18.64.050.C). The office is approximately 600 square feet of floor area that requires two (2) off-street parking spaces. Two (2) spaces are also required for the remaining residential unit. This is a total on-site parking requirement of four (4) off-street parking spaces. This can be accommodated by the side yard area described above. As this is a small office use that does not promote patron visitation and that the Property Owner has informed staff that they do intend to redevelop the site sometime in the future, staff is not recommend the parking area be improved at this time. Installing such improvements could invoke potential storm water improvement requirements and costs not warranted by the Applicant's Use. There is curbside parking available along the frontage of the Subject Property, though this cannot be counted towards meeting zoning required off-street parking requirements and should not be used for commercial truck/trailer storage/parking during non-business hours or if not involved with loading/unloading activities.

Company Vehicles: The Applicant states that there will be one (1) company work truck, one (1) debris trailer and one (1) company vehicle. The work truck and trailer will typically be at job sites during working hours, but will be stored on-site when not in use. The site can accommodate the parking of at least 4 full sized motor vehicles, which is

sufficient to accommodate company vehicles. As the adjoining residential unit is also leased by the Applicant for residential occupancy by himself and/or employees, it is reasonable for all of the on-site parking to be counted towards and use by the Applicant. The permit should also state that *"in accordance with Sand City Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other vehicles, as listed in Chapter 10.08, within any public street or along any curb within Sand City or may otherwise be subject to City parking citation."* Under this Municipal Code Chapter, a truck may get a parking permit from the City, subject to City Planner review, for a \$200 annual fee, but such parking permits are not issued for trailers that would be subject to City citation.

Loading/Unloading: According to the Applicant, there will be shipments four times per month, arriving via company pick-up trucks from the Applicant's Stockton office. These shipments will include the restocking of materials/supplies (i.e. poly sheeting, poly bags, duct tape, filters, etc.) for their job-site operations. None of these shipments will include hazardous materials. Loading and unloading of such items from pick-up trucks can be accommodated either on-site in the parking area or curbside along California Avenue without interfering with traffic circulation. No forklift activity was identified by the Applicant, nor is anticipated by staff.

Storage: Items stored on-site should be maintained within the main building, within the existing storage shed at the rear, and/or the open yard area at the rear that is fenced/screened and not visible to the general public. The front area and parking area should be maintained clear of storage to preserve on-site parking and mitigate a potential blighting influence to the neighborhood.

Hazardous Materials: According to the Applicant, hazardous materials from job locations will NOT be stored and/or handled at the Subject Property. There are residential dwellings in close proximity, with several units on Dias Avenue and the Public Storage manager's unit across California Avenue. Therefore, the site is not suitable to accommodate the storage or management of hazardous materials. Staff recommends the permit prohibit the storage and handling of hazardous materials on the Subject Property.

Impacts: The site will be used for equipment/material storage and office activity, which are anticipated to have little negative impact provided all storage is maintained within the building, storage shed, or within the fenced/screened areas at the rear of the property and does not occupy on-site parking. Contractor uses can pose a nuisance when their fleet of company vehicles exceeds a site's ability to adequately park all vehicles without overflow parking into the street. The Applicant's identified company vehicles (1 truck, 1 trailer, & 1 car) can be accommodated by the available on-site parking; in addition to at least one other vehicle for the residential unit. The permit should prohibit any company truck and trailer from using curbside street parking when not loading/unloading or during non-business hours (see discussion under "Hours of Operation"), or otherwise be subject to parking citation under Sand City Municipal Code Chapter 10.08.

**Signs:** The Applicant intends to install a commercial sign at the Subject Property for this business. No sign design or sign application have been submitted for City review at this time. Any commercial sign(s) on the Subject Property requires Design Review Committee (the "DRC") review and approval in the issuance of a sign permit before installation. This should be included as a condition of use permit approval.

**Building & Fire Dept.:**

In response to the advisory agency notice (see section under "Advisory Agencies"), the Building and Fire Department responded that the Applicant's Use appears to convert the property to a 'mixed-use' that will trigger substantial construction and disabled access requirements, and that the change in use requires an occupancy separation, which could trigger fire sprinkler requirements.

Staff recommends the permit require the Applicant to contact the building and fire departments directly and coordinate the intended use of the site in order to either 1) bring the building into necessary compliance for the intended use or 2) to modify the intended use to conform with the existing building conditions. The Applicant's Use and occupancy of the Subject Property should not commence until this issue has been resolved to the satisfaction of the City's Building Official. If the Applicant is unable or unwilling to resolve these issues to the satisfaction of the Building Official, then the permit should be subject to termination by the City.

**Water:**

The Applicant's Use qualifies as a Group I category water user in accordance with the Monterey Peninsula Water Management District ("MPWMD") regulations. The Subject Property has water credit based upon residential occupancy of a single family dwelling. According to the submitted floor plan, one of the bathrooms will be dedicated to the Applicant's Use while the remaining bathroom will accommodate the remaining abutting residential unit. A single residential bathroom provides 0.048 acre-feet/year (af/y) in credit for the Applicant's Use. An office requires 0.042 af/y of water for the 600 square feet. Therefore, the existing 0.048 acre-feet from the existing restroom is sufficient to meet the requirements of a Group I category and the Applicant's use. The permit should contain the standard language stating that approval of the conditional use permit does not grant the Applicant and/or the Subject Property's owner any right or privilege to any allocation of water by the City or other agency/entity.

**Stormwater Control:**

The Applicant's Use is of an existing residential building on developed land. The Applicant does not propose to install or replace pavement or implement physical modifications of the site or building that would otherwise trigger storm water control regulations. Therefore, storm water control regulations do not apply to this application. Any construction on-site would require Better Management Practices (BMPs) to prevent potential storm drain system contamination.

**Advisory Agencies:**

Information on the Applicant's Use was circulated to the City's advisory agencies. The Seaside County Sanitation District (SCSD) commented that the Applicant must contact

Monterey One Water to confirm sewer service. The Monterey County Health Department commented that if five (5) or more employees are housed, the Applicant will need to contact the California Department of Housing and Community Development. The Building Department commented that conversion of the structure to mixed-use will trigger substantial construction and disabled access requirements and occupancy separation may trigger fire sprinklers. No other comments were received at the time of preparing this report.

### **STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the Conditional Use Permit for the Applicant, with the conditions/restrictions proposed by staff as discussed in this report.

#### **Findings:**

1. The Applicant's Use, at the intended scope and scale, is compatible with the non-coastal Planned Mixed Use (MU-P) zoning, provided the Applicant complies with the permit conditions.
2. Maintaining the abutting unit as residential, in conjunction with the Applicant's Use, is acceptable provided that the residential unit is occupied by the Applicant and/or Applicant's employees as to accommodate sufficient on-site parking and address potential impacts; however, building/site modifications may be necessary for building and fire code compliance which is a condition of permit approval.
3. Adequate utilities (i.e. water, sewer, electricity, etc.) are available to facilitate the Applicant's Use at the Subject Property.
4. There is sufficient space on-site to accommodate a minimum of four parking spaces (2x2 tandem side-by-side) for the Applicant's Use.
5. No large vehicle truck delivery/shipments and/or loading/unloading activities are anticipated from the Applicant's Use.
6. Existing on-site water credit from the single bathroom is sufficient to accommodate a 600 square foot office use in accordance with the regulations of the MPWMD.
7. No hazardous materials or substances will be stored or used on the Subject Property, as the Applicant will use the site for office only.
8. The Applicant's Use of an existing building and developed property qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

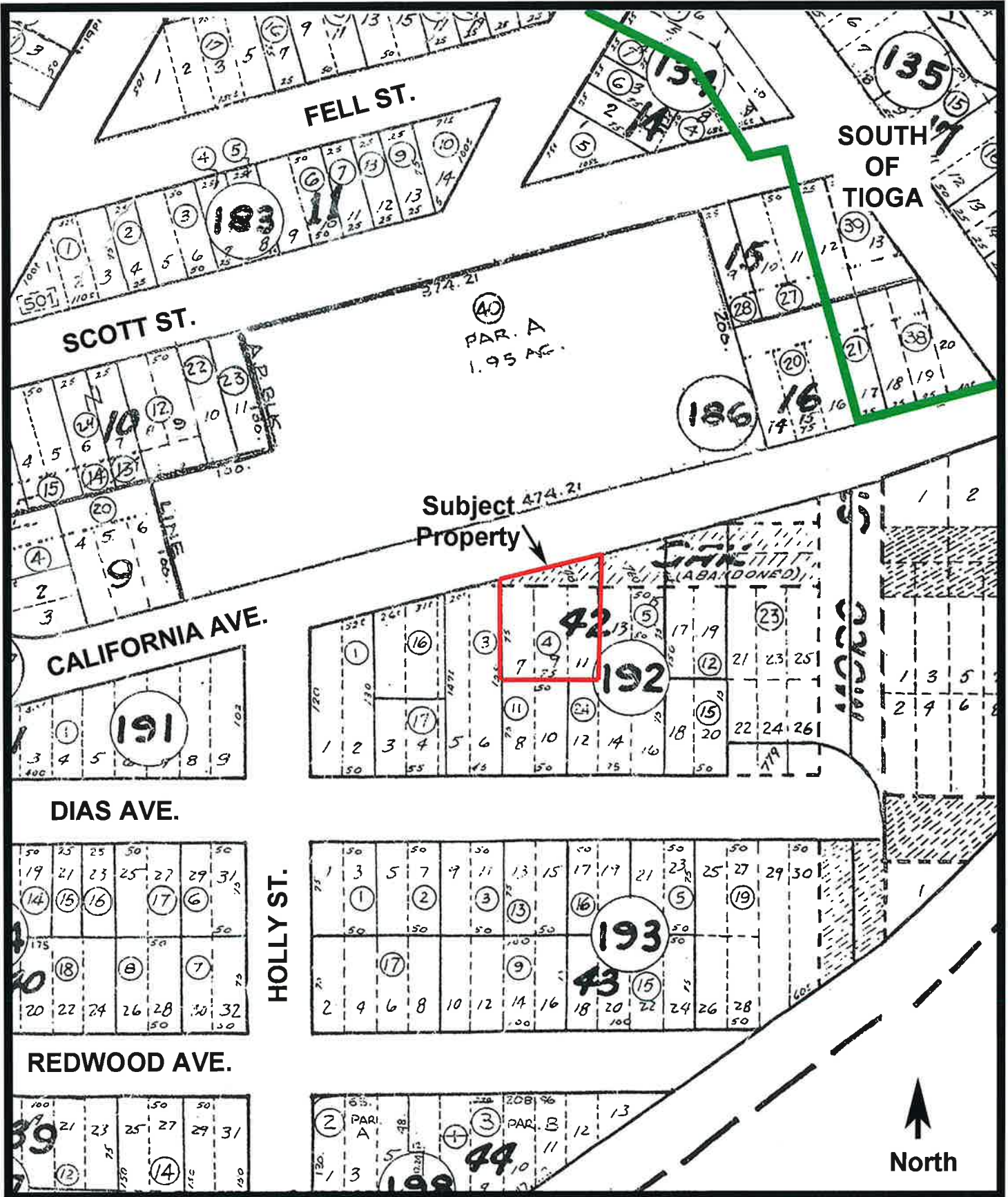
#### **Exhibits:**

- A. Location Map
- B. Aerial Map
- C. Site Plan & Floor Plan
- D. Site Photographs (via Google Earth)
- E. Applicant's Letter of Intent
- F. Hazardous Material Questionnaire (Mont. Cnty Health Dept.)

#### **Attachments:**

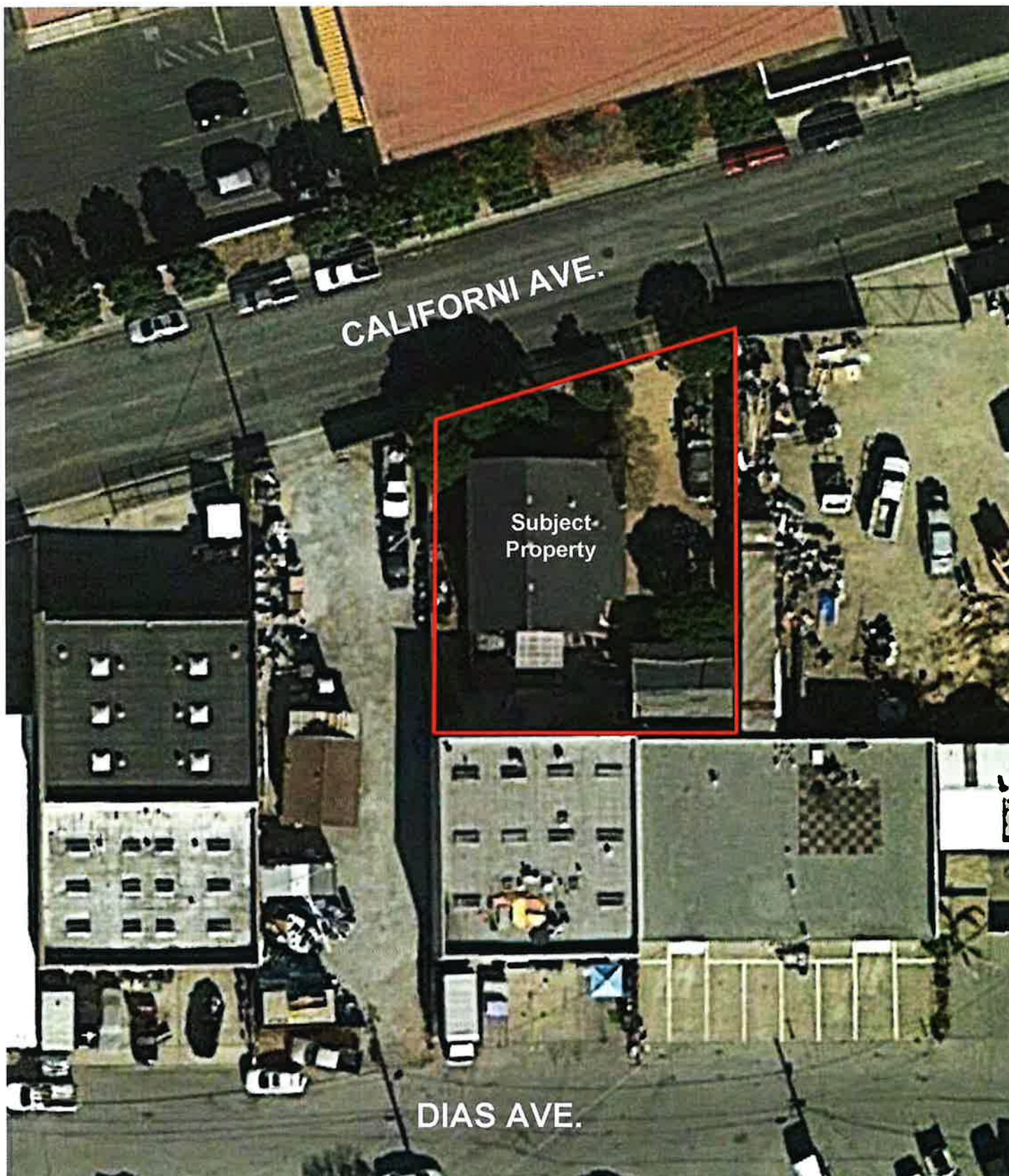
- Draft Resolution to approve the Conditional Use Permit





Location Map

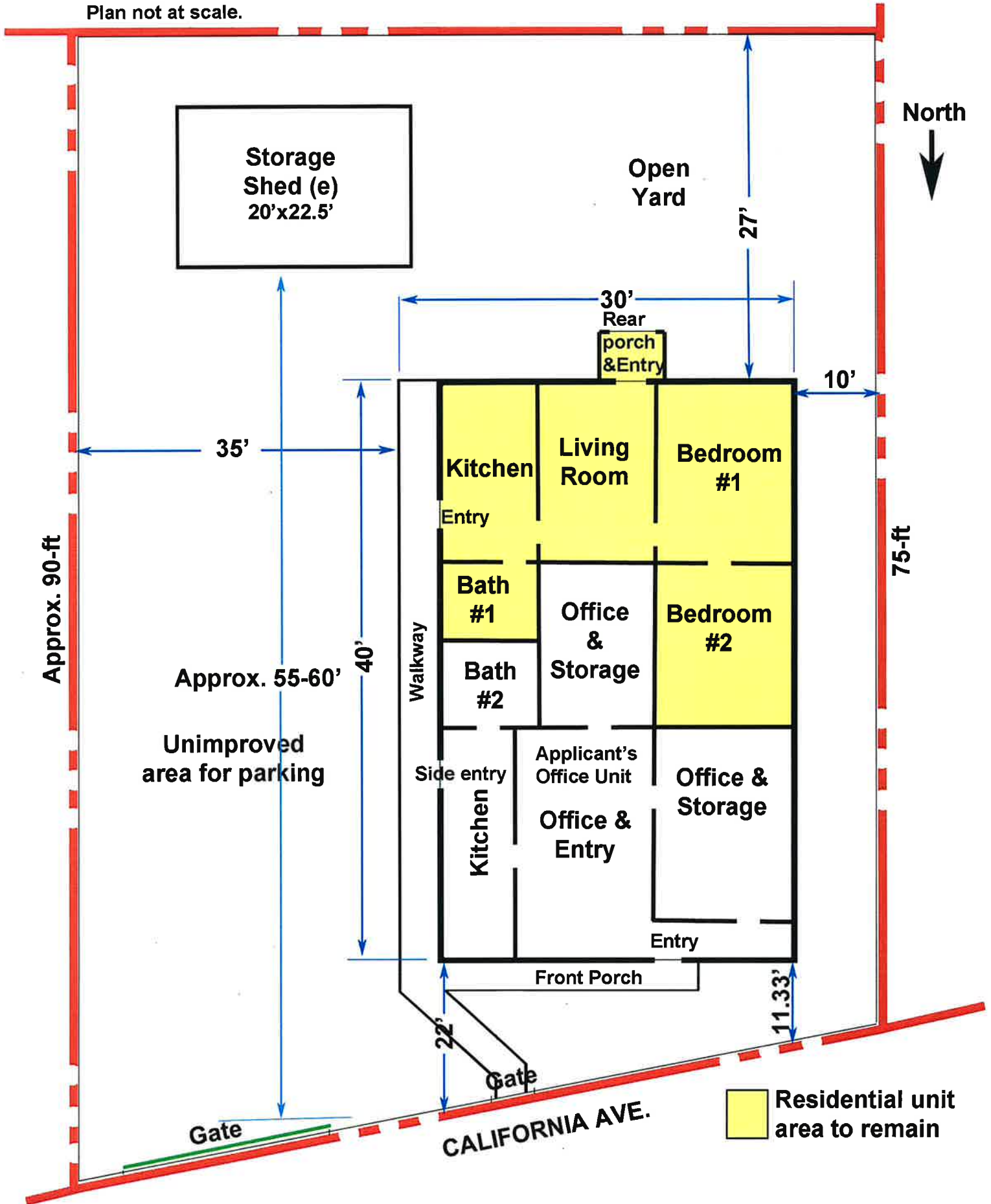




**Aerial Map** (via Google Earth)



Plan not at scale.



Site Plan & Floor Plan

EXHIBIT C  
57



**Site Photographs** (via Google Earth)



*Specializing in Asbestos, Hazardous Substance Removal & Remediation Erosion,  
Demolition & Land Clearing*

**City of Sand City,**

**To the City and Land Occupants.**

**RB Environmental, Inc. proposes to open a new office at 748 California Avenue. Our company specializes in environmental abatement of asbestos, lead, and mold. Our proposed hours of operation are 7 am to 5 pm. Approximate number of employees will include 1 clerical and 3-5 laborers. We will have approximately 1 work truck, debris trailer and a company vehicle.**

**Shipments will be made approximately 4 times per month.**

**Materials to be stored will consist of:**

- **Poly Sheeting**
- **Poly Bags**
- **Duct Tape**
- **Filters for HEPA Equipment**
- **Personal Protective Equipment (PPE)**
- **Air Fans**
- **Dehumidifiers**
- **HEPA Fans**
- **HEPA Vacuums**

**The residential portion will be used for computer terminal and living quarters for employees, customers, clients and guest in a as needed basis. We do not see clients in our office, we go to them.**

**EXHIBIT E**

Monterey County Health Department  
1270 Natividad Road, Room B301  
Salinas, CA 93906  
(831) 755-4511  
Fax (831) 755-8954

Jurisdiction Name Sand City  
Use Permit # CUP 634  
Or \_\_\_\_\_  
Building Permit # \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone # \_\_\_\_\_

### HAZARDOUS MATERIAL QUESTIONNAIRE

Business Name R. B Environmental INC Type of Business Asbestos, Lead, mold abatement  
Site Location 748 CALIFORNIA AVE City Sand City APN: \_\_\_\_\_  
Mailing Address 4460 Hwy 99 Stockton CA 95215  
Business Contact Ron Barber 209-969-2199  
Property Owner Lois Colletto 831-917-6010  
Name Phone Number

- 1. Will your business/proposed project be using any hazardous materials such as oil, fuels, solvents, compressed gases, acids, corrosives, pesticides, fertilizers, paints or other chemicals?  
 Yes  No
- 2. Will your business/proposed project be using hazardous materials in quantities of 55 gallons and above for liquids, 500 lbs. and above for solids and/or 200 cubic feet and above for compressed gases?  
 Yes  No
- 3. Will your business/proposed project be using any quantities of acutely hazardous materials such as ammonia, chlorine, sulfuric acid, formaldehyde, hydrogen peroxide, methyl bromide or other restricted pesticides?  
 Yes  No
- 4. Will your business/proposed project be using underground storage tanks to store hazardous materials?  
 Yes  No
- 5. Will your business/proposed project be generating any quantities of hazardous waste such as waste oil, waste solvents, etc?  
 Yes  No
- 6. Will your business/proposed project be emitting any hazardous air emissions?  
 Yes  No

**CERTIFICATION:**  
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge and belief.

**ANY QUESTIONS REGARDING THIS FORM CAN BE DIRECTED TO:**  
Monterey County Health Department  
Division of Environmental Health  
1270 Natividad Road, Room B301  
Salinas, CA 93906  
(831) 755-4511

Executed AT:  
Pacific Grove, CA  
City, State

Print Name of Owner/Operator: Ronald J Barber Jr  
Signature of Owner/Operator: Ronald J Barber Jr

**For Local Jurisdiction Use Only:**

- 1. Is there a known or proposed school, hospital, day care, or long term care facility within 1,000 feet of this site location?  
 Yes  No
- 2. Is there a known or proposed school, hospital, day care, or long term care facility 1/4 mile of this site location?  
 Yes  No

Health Department Clearance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

Air Pollution District Clearance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_



CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2019

RESOLUTION OF THE CITY COUNCIL OF SAND CITY TO APPROVE  
CONDITIONAL USE PERMIT 634 FOR AN OFFICE AND STORAGE USE  
AT 748 CALIFORNIA AVENUE

**WHEREAS**, Ronald Barber Jr. of RB Environmental Inc. (the "Applicant") submitted an application to the City of Sand City (the "City") for conditional use permit approval to establish an office with equipment/material storage for his hazardous substance and remediation company (the "Applicant's Use") at 748 California Avenue (APN 011-192-004) in Sand City (the "Subject Property"); and

**WHEREAS**, the Applicant's Use, at the scale and intensity described in the application and as conditioned by the City, is considered compatible with the General Plan land use designation of Mixed-Use (MU-D) and zoning designation of Planned Mixed Use (MU-P) of the Subject Property and is acceptable as an interim land use, provided that all building, fire, and health and safety codes are satisfied, until such time as the Subject Property can be properly redeveloped; and

**WHEREAS**, there is sufficient area on the Subject Property to accommodate off-street parking to satisfy the minimum parking requirements for the Applicant's Use as specified by Sand City Municipal Code (the "SCMC") Chapter 18.64; and

**WHEREAS**, the Applicant does not intend to store, nor shall the permit allow, the storage and/or handling of any hazardous materials at the Subject Property; and

**WHEREAS**, the Applicant's Use of an existing residential building at the Subject Property qualifies for a categorical exemption per the regulations of the CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

**WHEREAS**, the Applicant's Use may trigger construction, occupancy separation, and disabled access requirements for building and fire code compliance where it is necessary for the Applicant to comply with the City's Building and Fire Departments to either bring the building into necessary compliance for the Applicant's Use or to modify and/or limit the Applicant's Use to conform with the existing building conditions for code compliance; and

**WHEREAS**, existing on-site water credit of the Subject Property is sufficient to accommodate the Applicant's Use in accordance with the regulations of the Monterey Peninsula Water Management District (the "MPWMD"); and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2019, has found and determined that the Applicant's Use, as described by the Applicant and appropriately conditioned and restricted by City Permit approval, will not adversely affect the character of the existing surrounding neighborhood, nor be injurious or detrimental to adjoining

properties or the rights of the owners therein, and thus Conditional Use Permit 634 (hereinafter "CUP 634") shall be granted upon the conditions set forth; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby grant and issue CUP 634 upon the following terms and conditions:

1. CUP 634 is not valid, and Applicant's Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the Applicant and the Subject Property's landowner, acknowledging receipt of CUP 634 and acceptance of the terms and conditions therein, is returned to the City's Planning Department. Failure to return said signed/executed documents may be grounds for City termination of said Permit.
2. Purpose: CUP 634 is for the express purpose of authorizing the establishment and operation of an office with material/equipment storage for the Applicant's hazardous substance and remediation company at 748 California Avenue (portion of APN 011-192-004). No hazardous materials/substances are to be handled and/or stored at the Subject Property. The abutting unit may be maintained for residential use; however, such residential use/occupancy shall be either by the Applicant and/or Applicant's employees. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 634, without either an amendment of said Permit or the issuance of a new conditional use permit.
3. Permit Amendment or Termination: If the Applicant's Use, as authorized by CUP 634, violates any term, condition, and/or requirement of said Permit, a public hearing may be scheduled by the City to consider either amending or revoking CUP 634. The Applicant and Subject Property's owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any City Council action to amend or terminate CUP 634.
4. Hours of Operation: Hours of the Applicant's on-site activities shall only occur at the Subject Property between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. Office and janitor service activities on the Subject Property by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's operation and site is not open to the public and does not present a public nuisance to the adjoining residential unit of the Subject Property or the surrounding neighborhood.
5. Parking: There shall be a minimum of four (4) parking spaces maintained within the Subject Property's east side yard. Parking dimensions shall be consistent with SCMC section 17.64.040. Additional on-site parking is encouraged if feasible. Though available for use, curbside street parking shall not be considered in satisfying SCMC "off-street" parking requirements. The parking of any sized vehicle that encroaches from the Subject Property into a public right-of-way by the Applicant's Use is prohibited.

6. Company Vehicle Parking: The Applicant is prohibited from parking company vehicles and trailers on any public streets during non-business hours (see Condition No. 4 "Hours of Operation") unless issued a City parking permit subject to annual fee and renewal. At no time shall hitched or unhitched trailers be parked within any City right-of-way in accordance with SMC Chapter 10.08 unless currently involved with loading/unloading activities. The Applicant shall utilize the fenced area within the Subject Property for the parking of company's vehicles and trailers. The Subject Property shall not be used for the storage of non-operational vehicles.
7. Truck/Trailer Parking: In accordance with SMC Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other vehicles, as listed in Chapter 10.08, within any public street or along any curb within Sand City or may otherwise be subject to City parking citation unless issued a City Parking Permit subject to annual fee and renewal. No parking permit may be issued for trailers.
8. Loading/Unloading: All deliveries/shipments and/or loading/unloading of inventory and/or any other item associated with the Applicant's Use at the Subject Property shall only occur during Permit authorized hours of operation (see Condition No. 4 "Hours of Operation"). Any on-street loading/unloading activities shall only occur curbside in front of the Subject Property, but at no time shall company vehicle parking and/or loading/unloading activities interfere with or impede traffic circulation on California Avenue or any other public right-of-way within Sand City. Professional package delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt.
9. Storage: The storage of all materials, tools, equipment, inventory, and/or any other item associated with the Applicant's Use of the Subject Property, shall be maintained within the building, the existing storage shed, or at the rear fenced/screened yard area, unless otherwise authorized by CUP 634. Storage activities on-site shall not present or impose a visually blighting influence. There shall be no storage or handling of hazardous materials on the Subject Property. Storage within the side yard area that is required for on-site parking (see Condition No. 5 "Parking") and the front yard area is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's Use; and thus be sufficient reason for the City to amend or terminate CUP 634.
10. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris outside the building by the Applicant's Use, except as otherwise allowed by CUP 634. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area for the duration of the Applicant's occupation of the Subject Property.
11. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall either be kept within

the Applicant's unit or stored in an appropriate waste collection bin or dumpster on the Subject Property until collected by the City's franchised waste hauler. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained on the Subject Property behind the fence and/or within a City approved enclosure on the Subject Property. The Applicant is prohibited from placing trash bins and/or dumpsters within those permit required parking spaces on the Subject Property (see Condition No. 5 "Parking"). The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine where feasible.

12. Hazardous Waste: There shall be no importation, storage, and/or handling of hazardous substances and materials to/on the Subject Property. Any and all hazardous materials and/or waste shall be legally stored and disposed of in accordance with the regulations of the City, Monterey One-Water, the Seaside County Sanitation District, the County of Monterey, the State of California and/or any other government agency with jurisdiction. The Applicant shall concede to and abide by any direction of the City's Fire Department, the Monterey County Health Department and/or any other government agency with jurisdiction regarding the storage and/or handling of hazardous materials/waste. Any illegal and/or improper material storage, dumping, and/or disposal by the Applicant's Use shall be adequate grounds for City termination of CUP 634.
13. Signs: Any commercial sign on the exterior of the building or anywhere on the Subject Property, identifying the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (the "DRC") in the issuance of a sign permit prior to the establishment of any sign at the Subject Property. Signs attached to the building shall also obtain a City building permit prior to installation of said sign. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
14. Water Runoff: The Applicant's Use shall not create water run-off that enters the storm drain system 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 by the Applicant on the Subject Property or any City public street.
15. Water: Issuance of CUP 634 does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use shall be limited to that water credit currently available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD). Allocation of water from the City's Water Entitlement (desalination facility) is solely at the discretion of the City. If existing on-site water credit of the Subject Property is deemed insufficient by the MPWMD and the City decides to not allocate water to the Subject Property to accommodate the Applicant's Use, then CUP 634 shall be subject to termination by the City.



16. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the San Jose City Code Enforcement officer(s), the Seaside County Sanitation District, Monterey One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, shall be implemented to the satisfaction of each department and inspector thereof. Police Department requirements pertaining to security, street parking, code enforcement, and law enforcement shall be implemented to the satisfaction of the City's Police Chief. Failure to comply with the regulations of the aforementioned departments/agencies shall be sufficient grounds for City termination of CUP 634.
17. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Air Resources District. Failure to comply shall be sufficient grounds for City amendment or termination of CUP 634.
18. Sewer Agencies: The Applicant shall abide by all regulations and requirements of the Seaside County Sanitation District (the "SCSD") and Monterey One Water in regards to waste water generated by the Applicant's Use and the sanitary sewer system servicing the Subject Property. Failure to comply shall be sufficient grounds for City amendment or termination of CUP 634.
19. Building Department: The Applicant shall contact the City's building and fire departments directly and coordinate the Applicant's Use of the site in order to either 1) bring the building into necessary compliance for the Applicant's Use or 2) to modify/limit the Applicant's Use to conform with the existing building conditions. The Applicant's Use and occupancy of the Subject Property shall not commence until the Subject Property and building are in compliance with applicable building and fire codes to accommodate the Applicant's Use, or limitation thereof, to the satisfaction of the City's Building Official. If the Applicant is unable or unwilling to resolve these issues to the satisfaction of the Building Official, then CUP 634 shall be subject to revocation/termination by the City.
20. Fire Department: The Applicant's Use on the Subject Property, as authorized by CUP 634, 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 Applicant's unit at the Subject Property shall be available and open for Fire Department and/or City code enforcement inspections during permit authorized hours of operation (see Condition No. 4 "Hours of Operation") . Failure to comply with Fire Inspector and/or code enforcement requirements may be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use and City revocation/termination of CUP 634.
21. Employee Housing: If the Applicant uses the Subject Property to provide housing for five (5) or more employees, the Applicant shall then contact the California Department of Housing and Community Development ("HCD") and implement and abide by all applicable requirements of HCD and the County of Monterey. Failure to comply with

HCD and/or Monterey County requirements/regulations shall be sufficient grounds for City amendment or termination of CUP 634.

22. Nuisance: The Applicant's Use at the Subject Property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties or occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's Use and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, fumes, 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 Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CUP 634. Failure to comply with such City direction may result in the amendment or revocation/termination of CUP 634.
23. Violation/Termination: If the City determines that any term or condition of CUP 634 has been violated, and/or use of the Subject Property constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued to the Applicant, 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 634, and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner/manager shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate CUP 634.
24. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 634 shall be resolved by the City's Planning Department.
25. The issuance of CUP 634 shall not supersede or override any applicable requirement(s) of any other City, County, State, or Federal agency.
26. Indemnification: To the extent permitted by law, the Applicant and Subject Property's owner shall indemnify and hold harmless the City, its City Council, its officers, employees, consultants, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside, or void any permit or attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
27. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business license for the duration of the Applicant's Use within Sand City. Failure to maintain a current business license may be sufficient grounds for City termination of CUP 634.

**PASSED AND ADOPTED**, Conditional Use Permit (CUP) 634 is hereby approved by the City Council of Sand City, this \_\_\_\_ day of August, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
This is to certify that Conditional Use Permit (CUP) 634 contains the conditions specified by the City Council in approving said Permit.

\_\_\_\_\_  
Charles Pooler, City Planner

**APPLICANT ACCEPTANCE (CUP 634)**

Conditional Use Permit (CUP) 634 are hereby accepted upon the express terms and conditions hereof, and the undersigned agrees to strictly conform to and comply with each and all of the said terms and conditions.

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

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

**CONSENT OF OWNER (CUP 634)**

Consent is hereby granted to the permittee to proceed with the City approved project, in accordance with the terms and conditions of Conditional Use Permit (CUP) 634.

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

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

# AGENDA ITEM

10A



## STAFF REPORT

Agenda  
Item  
10A

**DATE:** July 25, 2019  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Linda Scholink, Director of Administrative Services/City Clerk *Linda*  
**SUBJECT:** Memorial Bench Dedication

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### RECOMMENDATION

1. This application was submitted by Leonard Levenson for the dedication of Clarence E. Wells. Jr. has been reviewed and approved by the Interim City Manager. This is before the City Council for their review, approval or denial. Based on the City Councils direction staff will move forward accordingly. If approved, staff will have a Resolution on the next City Council meeting as directed by the policy.
2. While reviewing this Program, it has come to staff's attention that the Policy and Guidelines for Memorial Recognition and Dedication Program was adopted in 2002 and needs to be reviewed and updated. We ask that the City Council direct staff to "Review the Policy and Guidelines for the Memorial Recognition and Dedication Program" in fiscal year 2019-2020, and bring it back to the City Council for review and approval.

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## STAFF REPORT

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**DATE:** June 25, 2019  
**TO:** Honorable Mayor and City Council Members  
**THROUGH:** Fred Meurer, Interim City Manager   
**FROM:** Shelby Gorman, Administrative Assistant  
**SUBJECT:** Memorial Bench Dedication

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### RECOMMENDATION

Approve the application for memorial recognition and dedication as submitted by Leonard Levenson.

### DISCUSSION

Leonard Levenson submitted the application to recognize Clarence E Wells, Jr, who passed in late 2018. Clarence lived and worked in Monterey County for over twenty-two years and lived on the Peninsula for three years. He visited the Peninsula often while living in the County.

The application meets the following conditions:

1. The dedication is for a person, family, or specific group, and serves as a) a recognition and appreciation of service to the community, b) a recognition of outstanding accomplishments, or c) fond remembrance of those deceased.
2. The dedication shall be for those who are, or were at one time, a member of the Monterey Peninsula Community.

The applicant shall be responsible for the expense of the dedicated item and the cost of engraving dedication. Fees for each dedication shall equal the expense to the City. There will be no charge for the installment of a dedicated item.

Conditions for the bench to include material, style, color, and plaque shall be provided by the City Planner and/or Public Works Supervisor.



RECEIVED

JUN 03 2019

CITY OF SAND CITY

# CITY OF SAND CITY

## Memorial Recognition & Dedication Application

**APPLICANT:**

Name: Leonard Levenson

Mailing Address: 71 Bartolomea Way, Monterey CA 93940  
Street City State Zip

Phone Number: (831) 657-9737 Fax Number (if any): ( )

**DEDICATION:**

Name of Dedication: Clarence E. Wells Jr.  
Person, Family, or Group for whom the dedication is being made.

Specify item of dedication (i.e. bench, table, etc.): bench

Specify preferred location of dedicated item (map may be attached): See attached

Specify the date when the person, family, and/or group, for whom the dedication is being made, was present on the Monterey Peninsula: See attached

Reason for Dedication: See attached

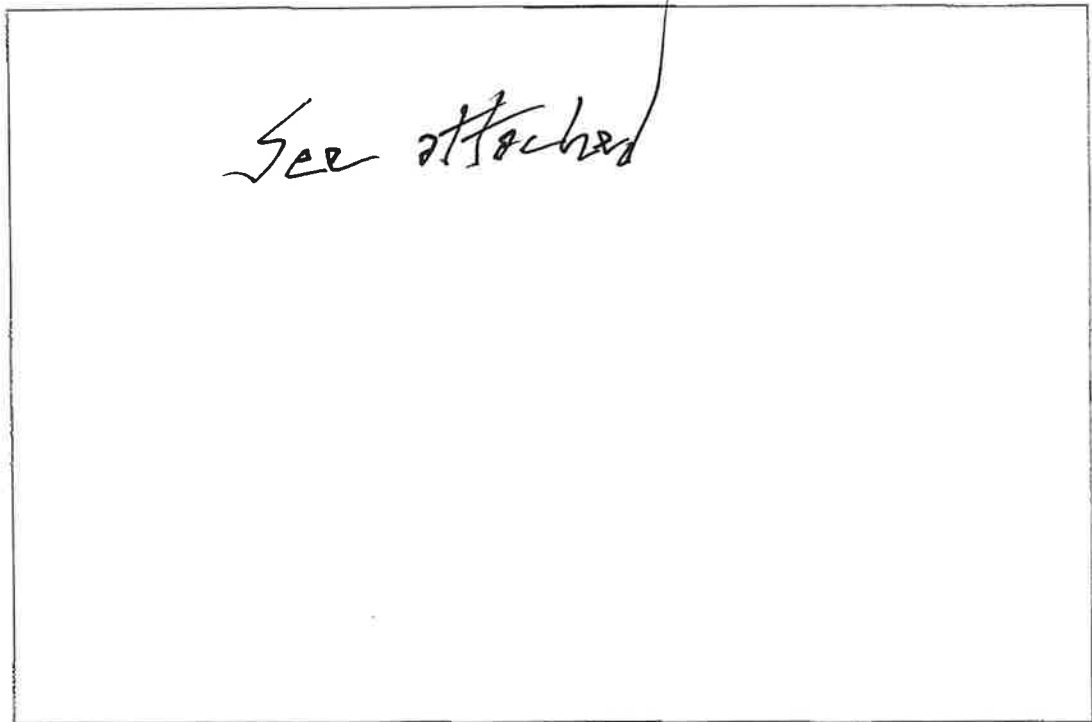
(Additional pages may be attached, if necessary.)

Continued Reverse Side

**PLAQUE:**

In the box below, illustrate the text and any graphic you desire on the dedication plaque. Be aware that the engraving will be as shown on the illustration you provide below.

6 inches wide



4 inches  
tall

Text Style: All Serif  All Non-Serif  Both  (identify style for which text above)

**ACKNOWLEDGMENT & SIGNATURE:**

I, Leonard Levenson signify with my signature below my understanding and acceptance that 1) the information provided on this application above is correct and complete, 2) that I am responsible for payment to the City of Sand City for the cost of the dedicated item, dedication plaque, and engraving, 3) the dedicated item will be the sole property of the City of Sand City and the City may temporarily or permanently remove any dedication item in the sole direction of the City, and 4) this application must be approved by the City Council of Sand City prior to the acquisition and placement of the dedicated item.

Leonard Levenson  
Signature

6-3-19  
Date



Date on Monterey Peninsula:

Clarence lived in Del Ray Oaks for about three years in the early 2000's. He was working at Correctional Training Facility for over twenty-two years and often came to the peninsula on days off because he loved the area.

Reason for dedication:

His family and friends would appreciate having such a peaceful and beautiful place to sit while visiting this special bluff that overlooks the bay and to think about Clarence; he'd appreciate it as well.

Plaque dedication:

CLARANCE E. WELLS, Jr.

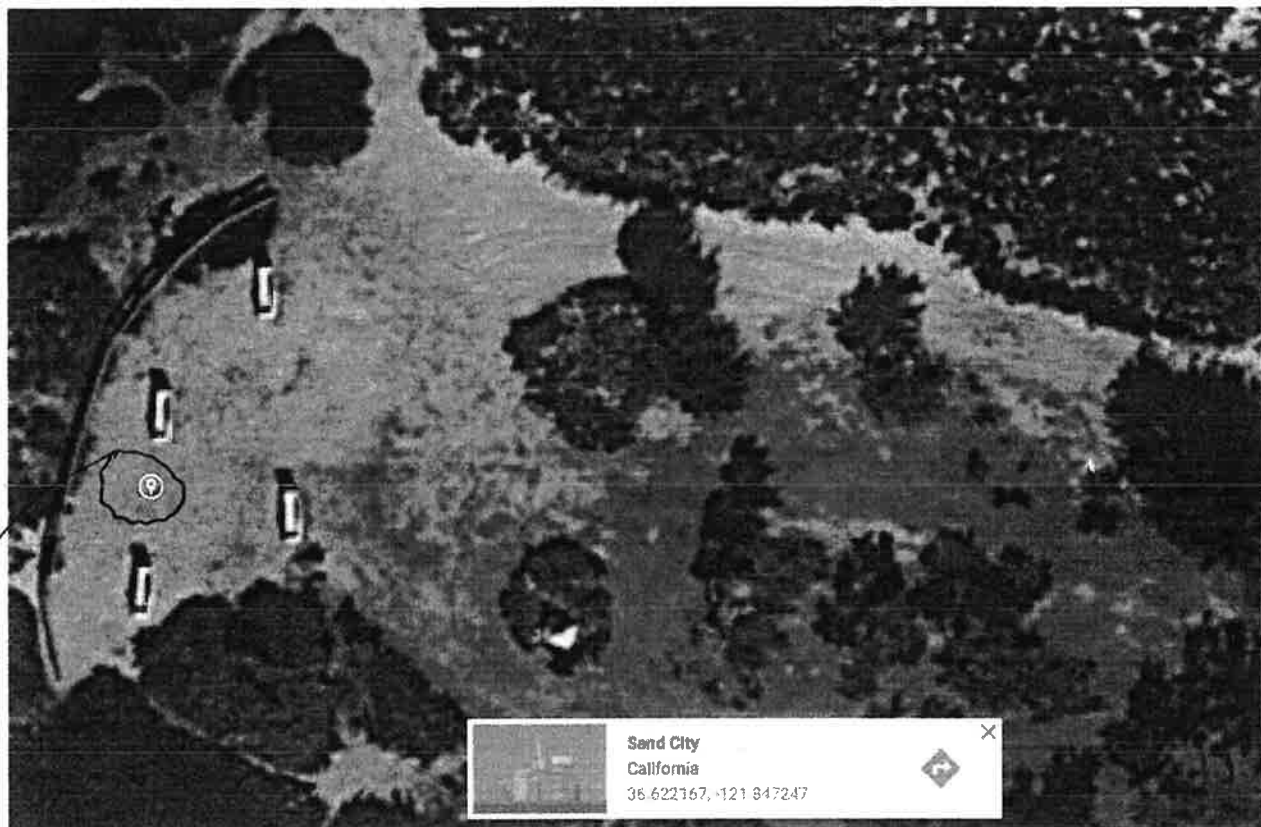
2/6/1942 - 10/6/2018

In memory of a fine, spiritual man now with his maker. While here, he often troubled himself for others.

Location for bench in memory of Clarence E. Wells, Jr. should be near the bench that is in memory of Jerry Smith; it overlooks Monterey Bay

See photo





**AGENDA ITEM**

**10B**



# City of Sand City

Agenda  
Item  
10 B

## STAFF REPORT

**DATE:** July 31, 2019  
**TO:** Mayor and City Council  
**FROM:** Acting City Manager *Juda*  
**SUBJECT:** Agreement with Creegan & D'Angelo for Engineering Services

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### RECOMMENDATION:

Staff is recommending that the City Council approve the attached resolution providing the Acting City Manager with the authority to enter into an Agreement with Creegan & D'Angelo to provide certain engineering services.

### BACKGROUND/ANALYSIS:

Creegan & D'Angelo (C+D) has provided the City with City Engineering services since 1985; most recently through its former employee contract City Engineer Leon Gomez. C+D's contract expired on June 30, 2019.

Mr. Gomez's final day with C & D Engineers was on July 19<sup>th</sup>, 2019 and shortly thereafter Mr. Mr. Gomez, assumed the role of Senior Project Manager with Harris & Associates in the Salinas office. However, staff finds that it is in the best interest of the City to continue the very long and successful relationship it has had with C+D by entering into the attached agreement for a limited scope of engineering services.

The attached contract is an agreement with a month to month term and with a limited scope of work which will allow C+D to finish the civil engineering portion of the plan check for phase 1 of the South of Tioga project, and allow for the transfer of all C+D's files regarding City projects to the City. The contract is an amount not to exceed \$ 50,000 which will allow the City to pay C+D for the work performed by Mr. Gomez in July of 2019 on behalf of C+D as well as an amount to allow for C+D to perform the much-needed plan check review for Phase 1 of the South of Tioga project.

**ENVIRONMENTAL (CEQA) CLEARANCE:**

Authorizing an agreement for city engineering services does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) section 15378 and section 15060(c) (2) & (3) as this action will have no direct or indirect physical change to the environment.

**FISCAL IMPACT:**

The fiscal year 2019-2020 budget that was adopted on July 16, 2019 included \$50,000 for engineering services for the South of Tioga project. This will be reviewed periodically throughout the fiscal year.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_ , 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY  
AUTHORIZING A CITY ENGINEERING SERVICE AGREEMENT  
WITH CREEGAN + D'ANGELO**

**WHEREAS**, Creegan + D'Angelo, a consulting engineering firm, has been providing satisfactory contract engineering services to the City of Sand City since March of 1985; and

**WHEREAS**, Sand City desires certain limited professional engineering and technical staff services; and

**WHEREAS**, the proposed Service Agreement, attached as Exhibit A and incorporated herein by reference, with Creegan + D'Angelo Consulting Engineers, is hereby found to be most appropriate to meet the needs of the City of Sand City and is hereby accepted; and

**WHEREAS**, the Scope of Work, attached as Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

**WHEREAS**, the Creegan + D'Angelo Fee Schedule, attached as Exhibit C and incorporated herein by reference, is hereby accepted and approved; and

**WHEREAS**, due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for Engineering Services is to not exceed \$50,000 for the fiscal year, unless written authorization is provided by the City Manager; and

**WHEREAS**, the attached Service Agreement does not constitute a 'project' as defined by the California Environmental Quality Act (CEQA) section 15378 and section 15060 (c)(2)&(3) as it has no direct or indirect physical change to the environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sand City does hereby authorize the following:

1. The attached Service Agreement (Exhibit A), Scope of Work (Exhibit B), and Fee Schedule (Exhibit C) are accepted and approved.
2. The Mayor and Acting City Manager are directed and authorized to execute the attached Service Agreement in substantially the same form as the attached documents.
3. The term of the Service Agreement will be month to month beginning July 1, 2019.
4. Creegan + D'Angelo Infrastructure Engineers will maintain a current Sand City Business License throughout the term of the Service Agreement.

**Sand City Resolution SC \_\_\_\_, 2019**

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_\_ day of August, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN**

**APPROVED:**

\_\_\_\_\_  
Mary Ann Carbone, Mayor

**ATTEST:**

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



# EXHIBIT A

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## CITY ENGINEERING SERVICE AGREEMENT

This Agreement made this \_\_\_\_\_ day of August, 2019, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and CREEGAN + D'ANGELO, a California Corporation at 2420 Martin Road, Suite 380, Fairfield, CA. 94534, hereinafter referred to as "CONSULTANT".

### WITNESSETH:

**WHEREAS**, CITY desires professional engineering and technical staff services; and

**WHEREAS**, CONSULTANT is willing to provide, and CITY is willing to accept the professional and technical staff services of CONSULTANT of the work.

**NOW, THEREFORE**, CITY and CONSULTANT further agree as follows:

### A. GENERAL SCOPE OF SERVICES

CONSULTANT is to perform engineering services to CITY under the general direction of the City Manager as described herein below and as shown on Exhibit B – Scope of Work. CITY acknowledges that for work performed in July 2019, the scope of services is set forth in Exhibit B to the prior contract between the parties dated June 5, 2018. The parties agree to the change in scope of services as set forth in Exhibit B to this Agreement will apply from August 1, 2019 forward.

### B. DIVISION OF ENGINEER'S WORK

The CONSULTANT (Creegan + D'Angelo) will render engineering services to the CITY. The CONSULTANT, and the CITY agree that the day-to-day CITY engineering services will no longer be rendered by Creegan & D'Angelo. Creegan & D'Angelo will provide specialized services as set forth in the scope of work.

### C. COMPENSATION FOR SERVICES

In consideration of the performance of service provided by this Agreement, CITY shall pay CONSULTANT an amount computed in accordance with Exhibit C - Fee Schedule, attached hereto and made a part of this Agreement. The total cost for services under this agreement will not exceed \$50,000 for the fiscal year, unless written authorization is provided by the City Manager.

CONSULTANT shall submit detailed monthly statements of the services performed, which will be based upon daily individual and personnel classification time records.

### D. TITLE TO DOCUMENTS

All maps, plans, detailed drawings, calculations, memorandums, reports and other documents prepared by CONSULTANT in the performance of services pursuant to this Agreement shall be considered services and shall be the property of the CITY at such time as CITY has compensated CONSULTANT for services rendered in connection with which they were prepared. The CITY shall not use copies of site specific work in other locations. The CITY may use copies of general, non-site specific maps and plans such as zoning maps and base maps.

**E. TERM OF AGREEMENT**

The term of the agreement will be month to month beginning on July 1, 2019. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**F. NOTICES**

Notices shall be addressed and sent to:

CITY:

City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955  
Attn: City Manager

CONSULTANT:

Creegan + D'Angelo  
2420 Martin Road, Suite 380  
Fairfield, CA. 94534  
Attn: Office Manager or Principal in Charge

**G. ENGINEER AS INDEPENDENT CONTRACTOR**

It is hereby understood that CONSULTANT is an agent of the City, not an employee of the CITY; but is an independent contractor with full rights to manage its employees subject to all legal requirements. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect.

**H. INDEMNIFICATION AND INSURANCE**

1. CONSULTANT agrees to indemnify and hold the City harmless from any cost, expense or liability incurred on account or assertion of a claim, suite, lien, or other cost against the CITY resulting from the action or activities of CONSULTANT.
2. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the CONSULTANT, its agents and employees, performed in connection with this Agreement, including but not limited to premises and automobile.

CONSULTANT shall maintain the following limits:

General liability

- Combined single limit per occurrence.....\$1,000,000.00
- General Aggregate.....\$1,000,000.00  
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)
- Automobile Liability  
Combined Single Limit per Occurrence.....\$ 500,000.00  
(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)
- Worker's Compensation.....Full Liability Coverage
- Professional Errors and Omissions.....\$ 500,000.00
- (CONSULTANT shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement).

3. All insurance companies with the exception of worker's compensation and professional errors and omissions affording coverage to the CONSULTANT shall be required to add the CITY, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy, and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the CITY or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
4. All insurance companies affording coverage to the CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
5. All insurance companies affording coverage shall provide thirty (30) day written notice mail to the City of Sand City should the policy be canceled or reduced in coverage below the limits required herein, before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
6. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY, concurrently with the submission of this Agreement. A statement of the insurance certificate, which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (5) herein. The CONSULTANT shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.
7. CONSULTANT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered default by CONSULTANT.
8. Maintenance of insurance by the CONSULTANT as specified in the agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**I. ENGINEERING ESTIMATE OF PROBABLE COST**

Any engineering estimates of probable cost provided by CONSULTANT will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these engineering estimates.

**J. PROFESSIONAL STANDARDS**

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same area and performing the same type of work for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this agreement.

**K. LEGAL EXPENSES**

In the event legal action is brought by CITY or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.

**L. ASSIGNMENT**

It is recognized by the parties that a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. This Agreement is personal to CONSULTANT and shall not be assigned by it without express written approval of CITY.

**M. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State, and City laws and any rules or regulations promulgated there under.

**N. NONDISCRIMINATION**

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**O. CONFLICT OF INTEREST**

CONSULTANT warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable State, local, or Federal law. In the event that any conflict of interest should nevertheless hereinafter arise, CONSULTANT shall promptly notify CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Government Code Section 8100 et.seq.) That applies to CONSULTANT as a result of CONSULTANT's performance of the work or services pursuant to the terms of this Agreement.

**P. TERMINATION**

This Agreement may be terminated by either party for any reason whatsoever upon thirty (30) days written notice. In the event that this Agreement is terminated by CITY for any reason, CITY is hereby expressly permitted to assume and complete the services imposed on CONSULTANT by this Agreement by any means, including but not limited to, an Agreement with another party.

Upon termination, CONSULTANT shall be entitled to payment of such amount as fairly compensates CONSULTANT for all work satisfactorily performed up to the date of termination based on hourly rates shown in Exhibit C, except that in the event of termination by CITY for CONSULTANT's default, CITY shall deduct from the amount due CONSULTANT the total amount of additional expenses incurred by CITY as a result of such default. In the event that such additional expenses shall exceed amounts otherwise due and payable to CONSULTANT,

**Sand City Resolution SC \_\_\_\_, 2019**

CONSULTANT shall pay CITY the full amount of such expense.

In the event that this Agreement is terminated by CITY for any reason, CONSULTANT shall:

1. Upon written receipt of notice of such termination immediately cease all services, unless otherwise directed by CITY; and
2. Deliver to CITY all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement. Such material is to be delivered to CITY whether it is in completed form or is in process, and CITY may condition payment for services rendered to the date of termination upon CONSULTANT's delivery to the CITY of such material.

The rights and remedies of the parties provided by this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

**Q. INTERPRETATION OF AGREEMENT**

This Agreement shall be interpreted under the laws of the State of California. Any litigation concerning this Agreement shall take place in the Superior Court of the State of California in and for the County of Monterey.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate the day and year first above written.

**CITY OF SAND CITY  
A Municipal Corporation**

**CREEGAN + D'ANGELO  
A California Corporation**

By: \_\_\_\_\_  
Mary Ann Carbone, Mayor

By:  \_\_\_\_\_  
Robert S. Jones, President

By: \_\_\_\_\_  
Linda K. Scholink, Acting City Manager

ATTEST:

\_\_\_\_\_  
Connie Horca, Deputy City Clerk

## EXHIBIT B

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### SCOPE OF WORK

Creegan + D'Angelo (C+D) Infrastructure Engineers proposes to provide the services generally described in this Scope of Work. To provide these services, C+D will draw on the experience gained in working with other public agencies and private developers. When undertaking each work assignment, the project requirements will first be evaluated by the Principal-in-Charge. The Principal-in-Charge will determine how to accomplish the work and produce the required product efficiently. The work approach will be reviewed with the City Manager before initiating the project assignment.

The services to be provided include:

- A. Plan Checking (Scope of work will be limited to perform plan check for Phase 1 on what is known as the "South of Tioga" project phase plans)
  1. Review plans prepared for public construction for conformance with design standards and any specific Federal or State requirements.
  2. Review plans for private developments for conformance with the City of Sand City Standards, Conditions of Approval, and engineering design standards.
  3. Review private development plans for impact on existing utility and storm drain systems and recommend conditions of approval to mitigate these impacts.
  4. Coordinate with the contract City Surveyor and City Engineer in order to review Tentative Maps and Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
  5. Coordinate with the contract City Surveyor and City Engineer to process applications for Lot Merger and Lot Line Adjustments and assist in the recordation of said documents with the County Recorder's office.



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**2019-2020 Fee Schedule**

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**Engineering Services**

Principal Engineer .....	\$ 202.00	per hour
Project Manager .....	\$ 170.00	per hour
City Engineer .....	\$ 158.00	per hour
Associate Engineer .....	\$ 144.00	per hour
Staff Engineer .....	\$ 125.00	per hour
Administrative Assistant .....	\$ 68.00	per hour

**Other Services**

Court Appearances and Depositions (8 hour minimum) .....	\$ 425.00	per hour
Court Preparation .....	applicable hourly rates	
Consultants and Other Outside Costs .....	Cost + 15%	
Vehicle Transportation .....	Federal Rate + 15%	
In-house Computer Services .....	\$ 30.00	per hour
Travel Time .....	applicable hourly rates	

**Miscellaneous Provisions**

Payment is due upon presentation of invoice and is past due 30 days from the date of invoice. A late payment charge is computed at the annual rate of 5% above the Federal Discount Rate and billed on any invoice balance due, commencing 30 days after the invoice date.

**This Fee Schedule is effective from July 1, 2018.  
These rates are subject to adjustment annually.**

**AGENDA ITEM**

**10C**





# City of Sand City

Agenda  
Item  
10 C

## STAFF REPORT

**DATE:** July 31, 2019  
**TO:** Mayor and City Council  
**FROM:** Acting City Manager *Spinks*  
**SUBJECT:** Agreement with Harris & Associates for City Engineering Services

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### RECOMMENDATION:

Staff is recommending that the City Council approve the resolution providing the Acting City Manager with the authority to enter into an Agreement with Harris & Associates, Inc. to provide City Engineering services and maintain Leon Gomez as the City's contract Engineer.

### BACKGROUND:

Since, March of 1985 the City's engineering services have been provided by Creegan & D'Angelo (C+D) most recently through contract City Engineer Leon Gomez.

On September 19<sup>th</sup>, 2017 the City of Sand City entered into its first contract with Harris & Associates, Inc. ("Harris"). In anticipation of the magnitude of the "South of Tioga" project the City determined it needed to hire an engineering consultant to facilitate the civil engineering segment of the application process.

Mr. Gomez's final day with C & D Engineers was on July 19<sup>th</sup>, 2019 and shortly thereafter Mr. Mr. Gomez, assumed the role of Senior Project Manager with Harris & Associates in the Salinas office. Staff finds that it is in the best interest of the City to continue the relationship it has established with Leon Gomez as he has demonstrated a high level of competence and more importantly has the institutional knowledge and background to keep the City's existing projects moving forward without interruption.

### REVIEW AND ANALYSIS:

Harris & Associates has over 200 employees located throughout the state. The local office in Salinas includes, Senior Project Managers, Project Managers, Design Engineers, Engineering

**Technicians, Environmental Director, Biologists, Environmental Analyst, Construction Managers, Senior Inspectors, Project Directors, Managers, Engineers, and many other positions. Many of the Salinas area employee-owners are local Monterey County residents who are fully invested in the local community.**

**By contracting with Harris for City Engineering services the City will be well-served given the many professionals in all areas of engineering, along with the consistency and unique knowledge of Leon Gomez.**

**Mr. Gomez has first-hand knowledge of the City's infrastructure and a significant understanding of the City's current and past projects, as well as strong relationships with existing City staff. Since 2013, Mr. Gomez has participated in the review of almost every proposed development project within the City, including: The West End South of Tioga Redevelopment Project, The Bungalows at East Dunes Project, The Catalina Lofts Mixed Use Project, The San Juan Pools Commercial Building Project, and various single-family residential developments such as the Bogue Residence, the Dayton Residences, and the 22 & 23 Scott Street Residence.**

**ENVIRONMENTAL (CEQA) CLEARANCE:**

**Authorizing an agreement for city engineering services does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) section 15378 and section 15060(c) (2) & (3) as this action will have no direct or indirect physical change to the environment.**

**FISCAL IMPACT: The Fiscal Year 2019-2020 included \$200,000 for engineering services that can be used towards the Harris and Associates agreement.**

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HARRIS AND ASSOCIATES TO PROVIDE CITY ENGINEERING SERVICES FOR THE CITY OF SAND CITY**

**WHEREAS**, Leon Gomez, P.E., has provided city engineering services through the firm of Creegan & D'Angelo from July 2013 through July 2019 and is now employed with the firm of Harris and Associates; and

**WHEREAS**, during his tenure with Creegan & D'Angelo, Leon Gomez participated in all aspects of Sand City's engineering functions including development of a 5 year capital improvement program (CIP), public works and street rehabilitation projects, development review services, and management of the City's storm water program; and

**WHEREAS**, due to his knowledge and experience with City functions, the City desires to retain Leon Gomez as the City's City Engineer serving as the principal engineering through the firm of Harris and Associates; and

**WHEREAS**, the City finds that Mr. Gomez has the demonstrated competence and necessary professional qualifications as required by Sand City Municipal Code section 12.18.050(F) thus allowing the City to dispense with formal bidding requirements; and

**WHEREAS**, for over 40 years, Harris and Associates has provided communities with solutions to complex challenges in civil engineering, construction management, financing and planning, and focuses on serving clients in the municipal, water, transportation, and educational markets; and

**WHEREAS**, the proposal to provide City Engineering Services by Harris and Associates, attached as Exhibit A is incorporated herein by reference; and

**WHEREAS**, the estimated cost for City Engineering services is not to exceed \$200,000 as approved in the 2019/2020 fiscal year budget adopted at the July 16, 2019 Council meeting, unless written authorization is provided by the Acting City Manager; and

**WHEREAS**, the attached Service Agreement does not constitute a 'project' as defined by the California Environmental Quality Act (CEQA) section 15378 and section 15060 (c)(2)&(3) as it has no direct or indirect physical change to the environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sand City does hereby authorize the following:

**Sand City Resolution SC \_\_\_\_, 2019**

1. The Mayor and Acting City Manager are hereby authorized to enter into a Professional Services Agreement with Harris & Associates based on the attached Proposal to Provide City Engineering Services (Exhibit A), with a cost not to exceed \$200,00 for the 2019-20 fiscal year.
2. The term of the Service Agreement will be annually from July 1, 2019 through June 30, 2020.
3. Harris and Associates will maintain a current Sand City Business License throughout the term of the Service Agreement.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_\_ day of August, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

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



July 31, 2019

P#: 190-0370

Ms. Linda Scholink  
Interim City Manager  
City of Sand City  
1 Pendergrass Way  
Soledad, CA 93955

**Subject: Proposal to provide City Engineering Services to the City of Sand City**

Dear Ms. Scholink:

On behalf of Harris & Associates (Harris), I am pleased to submit this proposal to the City of Sand City (the City) to provide contract City Engineering Services. This proposal includes the following:

- Exhibit A – Proposal and Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Professional Services Agreement

For over 40 years, Harris has helped to improve communities and create better places to live through smart, safe, more sustainable planning, design, and construction solutions. Harris is a 100% employee-owned company focused on helping communities solve today's complex challenges in planning, financing, environmental compliance, civil engineering, and construction management. Our offices and project sites span the West Coast in California, Nevada, and Washington with a staff of over 230 employee-owners. We focus on serving clients in the municipal, water, transportation, and education markets. From sustainable planning solutions to innovative design and construction to the long-term management of public resources, Harris & Associates takes an interdisciplinary approach to solving your most complex problems. Our portfolio of services includes:

- Advisory Services
- Asset Management
- Civil Design
- Community Planning
- Construction Management
- Environmental Planning + Compliance
- Infrastructure + Utilities
- Municipal Engineering
- Municipal Finance
- Special District Services

As you know, I recently joined the Harris team as a Senior Project Manager based in the local office located in the City of Salinas, California. Previous to joining Harris, I had been acting as the contract City Engineer for Sand City from 2013 thru July 2019. In that role, I have participated in almost all aspects of the City's day to day function including; Capital Improvement Program (CIP), public works and street rehabilitation projects, development review services, management of the City's municipal storm water program, preparation of reports to City council members and City staff, regular attendance at department head meetings, preparation of grant applications and management of grant awards, and coordination with local and state agencies. I also served as the City's designated representative on the Monterey Regional Storm Water Management Program (MRSWMP) Management Committee (MC), Transportation Agency for Monterey County (TAMC) Technical Advisory Committee (TAC) and the Seaside Groundwater Basin Watermaster TAC.

Recently, I was responsible for preparing the City's 5-Year CIP which involved coordinating with each of the City's departments to develop a list of over 30 projects for consideration by city council members.

During my time as contract City Engineer for the City, I had the opportunity to develop strong working relationships with the Sand City team including; the Interim City Administrator, City Planner, Chief of Police, Public Works Foreman, Deputy City Clerk, Administrative Staff, and yourself as Administrative Services Director.

On behalf of the City, I successfully applied for and obtained Proposition 1 Stormwater Technical Assistance (TA) Grant funding to support the West End Stormwater Improvement Project, which involves the reconstruction of major portions of Contra Costa and Catalina Streets. The City was awarded approximately \$240,000 and I coordinated with the TA team and City staff through the 30% design stage.

As you can see, I have **first-hand knowledge** of the City's infrastructure and a significant amount of "**institutional memory**" for many of the City's current and past projects, as well as **strong relationships with existing City staff**.

Why should you consider Harris for this important role? At Harris, we are deeply passionate about enhancing the quality of life where we live and work. Harris provides "Big City" resources to our clients with personal "Small Town" attitude, service and attention. We become a part of the communities we serve and enjoy a long-term relationship with our clients, many of whom become close friends. As our clients' trusted advisors, we're always here to help. Harris brings the following benefits:

1. **Personal Service.** Harris' office at 450 Lincoln Avenue, Salinas, CA is less than 18 miles from City Hall. I and/or my support staff can be at City Hall in about 20 minutes. As acting City Engineer from January 2013 to July 2019, I already have an understanding of the unique Sand City community, which fuels my passion to provide quality service to the City.
2. **Local Understanding and Focus.** Harris has been a local business since 1998. We serve many of the agencies within Monterey County, and the County itself. We have a very strong local focus and possess a unique understanding of the inner-workings of local government, and regional entities such as TAMC and Monterey County.
3. **Depth of Resources.** Harris is a singular source for all things municipal and public works related, including the many highly-experienced professionals needed to successfully complete today's complex municipal projects: gifted engineers, planners, public finance experts, and asset management and grant specialists who understand the interpersonal aspects as well as the technical — and who stay ahead of trends and can see what's coming around the corner.

I look forward to continuing my professional relationship with the City of Sand City in the role of contract City Engineer and continuing to provide an exceptional level of service. If you have any questions regarding this contract, please do not hesitate to call me at 831-272-4909.

If this proposal meets with your approval, please execute and return the attached Professional Services Agreement.

Sincerely,

Harris & Associates, Inc.



Leon D. Gomez, PE, QSD  
Sr. Project Manager  
Tel. (831) 272-4909 ■  
Email: Leon.Gomez@WeAreHarris.com



Frank Lopez, PE, QSD, CFM  
Sr. Director of Engineering Services  
Tel. (831) 233-9242 ■  
Email: Frank.Lopez@WeAreHarris.com

# EXHIBIT A

## PROPOSAL TO PROVIDE CITY ENGINEERING SERVICES

### UNDERSTANDING AND APPROACH

#### Understanding

The City is in a current state of transition as it looks to appoint a new, permanent City Manager, approve a new 5-year Capital Improvement Program (CIP), and realize significant public and private development projects such as the Sand City Water Supply Project Phase 1 New Intake Wells that will support the City's reverse-osmosis desalination facility and the West End South of Tioga redevelopment project that will develop over 10 acres near Tioga Avenue. The City maintains its own Public Works Department that oversees street and facility maintenance, public utilities (i.e., the storm drain system), and coordinates with the public, City Manager and staff to perform day to day operations. The City has traditionally relied on a City Engineer/Public Works Director to help lead City initiatives, develop infrastructure, and coordinate with City staff.

#### Approach

As the City grapples with this transition period, Harris is willing and able to support the City for as long as needed. Our experience with a wide breadth of municipal clients as well as Mr. Leon Gomez's recent and relevant experience as contract City Engineer to the City will provide for a **smooth transition**.

**Mr. Leon Gomez, PE, Senior Project Manager, will be the primary point of contact for this contract.** In this capacity, Mr. Gomez will have access to a wide breadth of engineering, planning, environmental, financial, and technical support staff, both locally and company-wide, within the Harris team. Many of the Salinas area employee-owners are local Monterey County residents who are fully invested in the local community. This will allow Mr. Gomez to effectively and efficiently manage the role of City Engineer by leveraging the skills, knowledge, and resources of the Harris team in order to provide the full range of services needed.

**Public Works Operation** - As Contract City Engineer, Mr. Gomez will coordinate with the City's Public Works Department and Operations Supervisor (the Chief of Police) such as for CIP and Public Works project planning and/or implementation, storm water program activities and reporting, illicit discharge response and reporting, well production reporting, etc.

**Capital Improvements** are planned out via a rolling, multi-year, Capital Improvement Program (CIP). The CIP is very important for long-range planning of City infrastructure. Administration of the CIP includes long-range visioning of necessary improvements to the City's infrastructure to manage risk and reduce public liability as well as long-term financial planning to provide funding for the planned improvements. Effective coordination with the City Manager and other stakeholders within the City and public rights-of-way help to prevent conflicts and preserves the overall value of the improvements being considered in the near term as well as those planned for the future. The CIP includes:

- Evaluation and prioritization of short and long-term capital improvement projects;
- Planned procurement of funds;
- Planning and funding for necessary right-of-way and land acquisitions;
- Administration of grant funding, if utilized;
- Administration of Gas Tax funding (SB1) through California Transportation Commission and Measure X;
- Administration of the public procurement and bidding processes;
- Inspection of the project construction and acceptance of the completed improvements

**Development Projects** and all permitted improvements to an existing parcel are all entitled, reviewed and approved in coordination with the City's Planning, Public Works, and Police Departments as well as the City's contract Building and Fire Departments. Land-use entitlements and permitting are coordinated with the City's General Plan, Specific Plans,

Municipal Code, Municipal Storm Water Permit and CIP to ensure that the permitted improvements are consistent with the aforementioned plans and programs and comply with City standards and requirements.

Since 2013, Mr. Gomez has participated in the review of almost every proposed development project within the City, including: The West End South of Tioga Redevelopment Project, The Bungalows at East Dunes Project, The Catalina Lofts Mixed Use Project, The San Juan Pools Commercial Building Project, and various single-family residential developments such as the Bogue Residence, the Dayton Residences, and the 22 & 23 Scott Street Residence.

**Assessment Districts** - the depth of the Harris team includes Public Finance specialists who can support the City with the formation of Assessment and/or Community Facilities Districts, such as the one proposed for the West End South of Tioga development project.

## Scope of Work

Harris will provide the services generally described below to the City of Sand City. Since the role of City Engineer is extensive and ever evolving, it should be noted that the services listed below are the general types of services to be provided. Each item of work will be evaluated by the City Engineer to determine the project requirements, work plan, schedule, and whether support staff is needed. With the exception of minor items of work, the work and the approach will be reviewed with the City Manager prior to the start of work.

**Additional services, functions, and/or responsibilities not listed below may be performed by Harris at the request of the City under this contract.**

**A. Administrative**, day-to-day, operations are provided on an on-going basis just as they would be in any Engineering and Public Works Department. These administrative duties include:

1. Administration of the City's encroachment permit program;
2. Administration of the City's various Assessment Districts;
3. Attendance and presentations at regular staff meetings and city council meetings;
4. Attendance and representation at regular meetings of the Monterey Regional Storm Water Management Program, Seaside Groundwater Basin Watermaster, and Transportation Agency for Monterey County;
5. Coordination with neighboring cities and regional agencies such as TAMC, AMBAG, Monterey County, etc.;
6. Coordination with the Public Works Department regarding operations and maintenance, storm water program reporting, repair of public facilities, etc.;
7. Enforcement of the City's Standards for design and construction;
8. Enforcement of City's Storm Water Management Program;
9. Representation of the City's interests in regional transportation and funding issues;
10. Communication, either written or by telephone, with City staff to discuss and/or coordinate on City projects;
11. Assist with updates and/or revisions to Engineering and Public Works Department forms, permits, and applications;
12. Review Environmental Impact Reports (EIRs) for engineering, traffic, and utility impacts or concerns;
13. Regular well production reporting to the Seaside Groundwater Basin Watermaster;
14. Assist in filing State, Federal, or other agency grant applications.

**B. Civil Engineering** services including:

1. Design and construction of City infrastructure including street rehabilitation and/or reconstruction, ADA improvements, storm drainage, grading improvements, water and wastewater systems, and other improvements;
2. Preliminary and/or conceptual design and cost estimating thru preparation of detailed plans, specifications, and estimates (PS&E);
3. Preparation of contract documents for public bidding, construction administration, construction management and inspection, project close-out;
4. Assist with public works project reporting related to prevailing wage and the Department of Industrial Relations;
5. Municipal financing programs, including Assessment and/or Community Facility Districts may be evaluated for projected assessment costs and annual assessment payments, construction of improvements and ongoing



operation and maintenance costs. If an assessment and/or CFD is to be formed, the typically required Engineer's Report, Boundary Map, and Assessment Diagram would be prepared in coordination with the City Surveyor and City staff;

6. Prepare preliminary design studies, technical reports, exhibits, engineer's estimates of probable construction cost;
7. Project management for CIP and/or public works projects;
8. Grant administration and management;
9. Pavement Management Program – manage the City's PMP utilizing the StreetSaver software;
10. **Land Surveys and Mapping:** coordinate with the contract City Surveyor to obtain land surveys, aerial surveys, legal descriptions, plat maps, ALTA maps, Record of Survey Maps, boundary maps, etc., and for the review of Lot Mergers and Lot Line Adjustments.

**C. Construction Management and Inspection services including:**

1. Once a contract has been approved and issued by the City, Harris may provide management of the construction phase of the project;
2. Field inspection of the project construction in accordance with the approved contract documents (plans and specifications). Field inspections will include documentation in the form of inspection reports and photographs;
3. Review of the construction contractor's work progress and payment requests and make recommendations for payment to the City;
4. Report construction work progress to the City.

**D. Materials Testing and Inspection including:**

1. Coordinate with a geotechnical engineering and/or other sub-consultants to provide materials testing to ensure compliance with the project specifications;
2. Coordinate testing with field inspections and the construction schedule;
3. If necessary, require the construction contractor to replace improvements that do not meet the project specifications.

**E. Development Review Services (Plan Checking of Public and Private Projects) including:**

1. Review preliminary and/or conceptual project designs, reports, exhibits, maps, etc. during the land entitlement review process and provide input to City staff and/or the project applicant/proponent regarding City requirements, standards, etc.;
2. Assist City staff in the preparation of land-use entitlement permits including Engineering and Public Works Department Conditions of Approval;
3. During the Building Permit Phase, review civil improvement and/or construction plans for conformance to City Standards, the project Conditions of Approval, and any applicable local, state, federal requirements;
4. Coordinate with outside agencies regarding proposed utility services and connections, such as the Seaside County Sanitation District (SCSD) for sanitary sewer services, California American Water for water services, Pacific Gas & Electric, AT&T, Comcast, Monterey Salinas-Transit, etc.;
5. Coordinate with the contract City Surveyor to review and process Tentative Maps, Vesting Tentative Maps, and Tract/Final Maps to ensure compliance with land survey requirements, the Subdivision Map Act, the project Conditions of Approval, and any applicable City ordinances and codes;
6. Coordinate with the contract City Surveyor to review and process applications for Voluntary Lot Merger, Lot Line Adjustments and assist in the recordation of said documents with the County Recorder's office.

**F. Municipal Storm Water Program Management including:**

1. Provide overall management of the City's National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) General Permit;
2. Coordinate with the City's Planning, Public Works, Police, Building, and Fire Departments to ensure compliance with the Phase II MS4 General Permit requirements;
3. Review proposed development projects and coordinate land-use entitlement permits and conditions of approval with City staff to ensure compliance with the Phase II MS4 General Permit requirements;

4. Inspect construction projects to ensure compliance with the Phase II MS4 General Permit requirements and applicable Municipal Code requirements;
5. Prepare the City's Annual Storm Water Report and Supporting Documentation;
6. Attend regular meetings of the Monterey Regional Storm Water Management Program and coordinate with the Program Manager;
7. Coordinate with the State and Regional Water Resources Control Board.

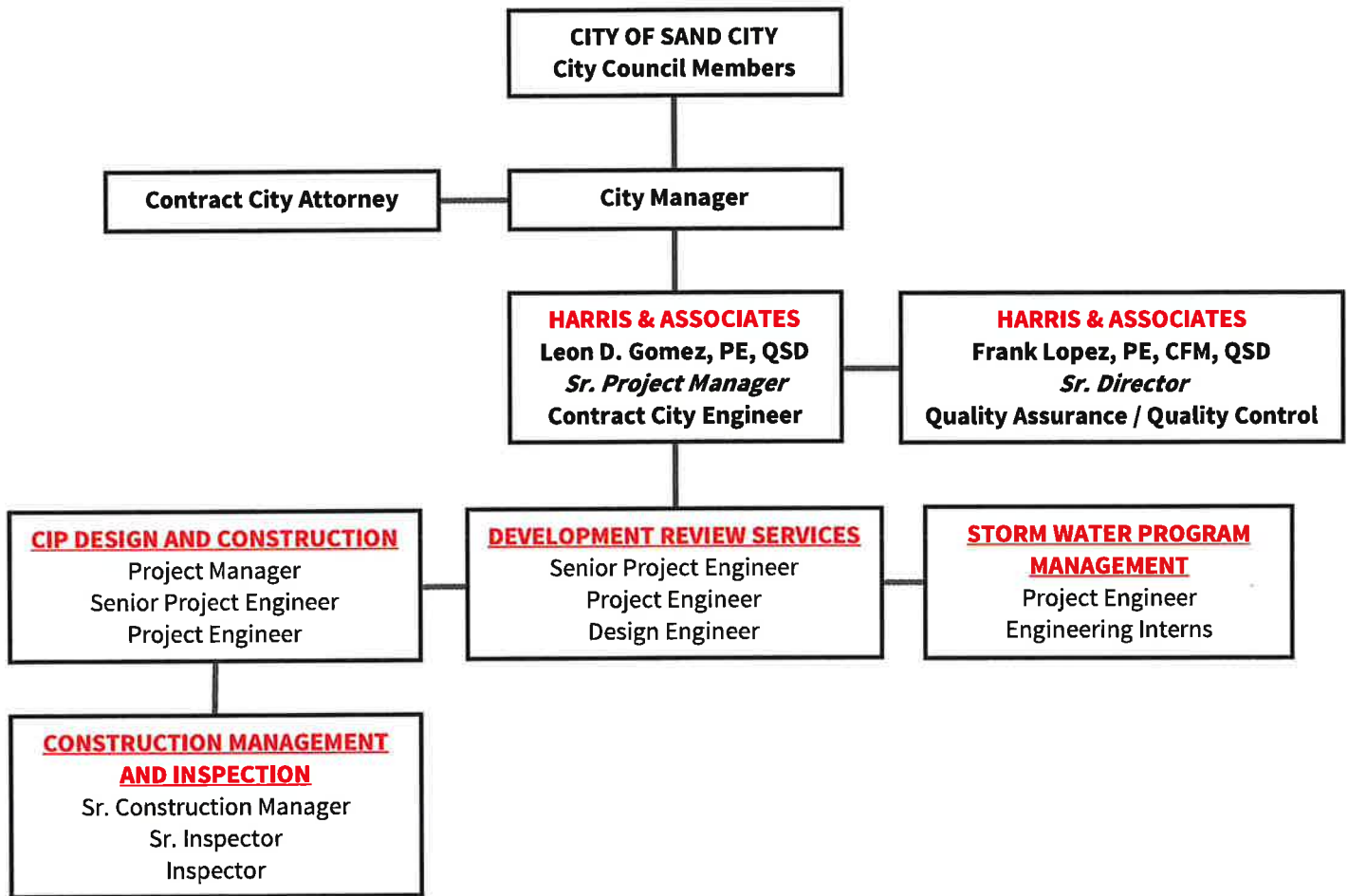
**G. File / Records Management** including:

1. Assist in obtaining, organizing, and filing the City's engineering and public works related files (electronic and hard copy);
2. Assist in the setup of an archive filing system for the City's engineering and public works related files (electronic and hard copy).

**H. Sub-consultant services** including:

1. When required, the services of other consultants such as architectural, landscape architectural, geotechnical engineering, electrical engineering, and/or other services may be provided by Harris. Harris will obtain proposals from the consultants and arrange for these services on a sub-consultant basis up to a maximum cost of \$20,000 and/or as allowed by the City Manager's authorized approval limit per the City's purchasing ordinance.
2. The fee for management of any sub-consultant will be 10% based on the sub-consultant's approved fee.

## Organization Chart



This organization chart identifies the staff support by classification that is available within the Harris team to support the Contract City Engineer in providing the range of city engineering services to the City of Sand City.

### ADDITIONAL SERVICES

Due to the depth of resources available at Harris, we can assist the City in other areas such as; Public Finance, Environmental Compliance, Risk & Resiliency Planning, Infrastructure Master Planning, and Asset Management. Should the City like to discuss the breadth of services available, please feel free to contact us for more information. Harris can provide brochures detailing our services via email.

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**AGENDA ITEM**

**10D**

CITY OF SAND CITY

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STAFF REPORT

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JULY 24, 2019

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Choosing a Name for "A" Street within the South of Tioga Project**

**BACKGROUND**

The South of Tioga project will eliminate a number of old streets and establish a single new street through the project that connects California Avenue and Tioga Avenue. This street is currently referred to as "A" Street for project review purposes; however, this is only temporary. In an effort to be pro-active and efficient, staff is pursuing a formal street name to be chosen prior to adoption of the Final Map so that the selected street name may be incorporated prior to recording with the County. If a street name is selected after the Final Map is recorded, the City would have to prepare documents and perform a second recording for the street name assignment.

**DISCUSSION**

Staff had first developed a list of potential street names based upon local native trees; however, that avenue was rejected at the management level in favor of selecting a name of more historical context to Sand City. In contemplating that direction, staff came up with the following suggestions:

"Morgan's Way" - This is based on Mr. Kelly Morgan, a former Sand City Planner, Community Development Director, and City Administrator who faithfully served Sand City with dedication for 19 years until his retirement in 2008, followed by his temporary and part-time service as interim City Administrator in 2014. Mr. Morgan made substantial contributions towards Sand City's transformation, including construction of the City's Desalination Plant and the Sand Dollar and Edgewater shopping centers. He is also a current Sand City resident.

"Klein Court" - This is based upon former Chief of Police Michael J. Klein who served the City for 22 years until his retirement in 2012, followed by his interim and part-time service as Chief that extended to 2015. Chief Klein was instrumental in developing and expanding the City's Police force and also served as a Public Works department supervisor.

"Heisinger Way" - This is based on Jim Heisinger, who served as the City Attorney to Sand City for over 30 years. He was instrumental in obtaining brackish water rights for the City through the regional water adjudication process. He was also

involved with many of Sand City's important projects such as the Sand Dollar and Edgewater Shopping Centers, The Independent, Monterey Bay Shores, the Sterling project, and Collections on Monterey.

"Lewis Lane" - This is based on Rhonda Lewis, a former City Council Member who served for ten years until her retirement from Council in 1999 who was part of making the Sand Dollar Shopping Center a reality.

Other past long-serving Council Members to consider are Mike Morris, Craig Hubler, and Todd Kruper. David Pendergrass (long standing former Mayor) already has a street named after him at City Hall. The street name should avoid "Avenue" as this will not be a collector street.

### **RECOMMENDATION**

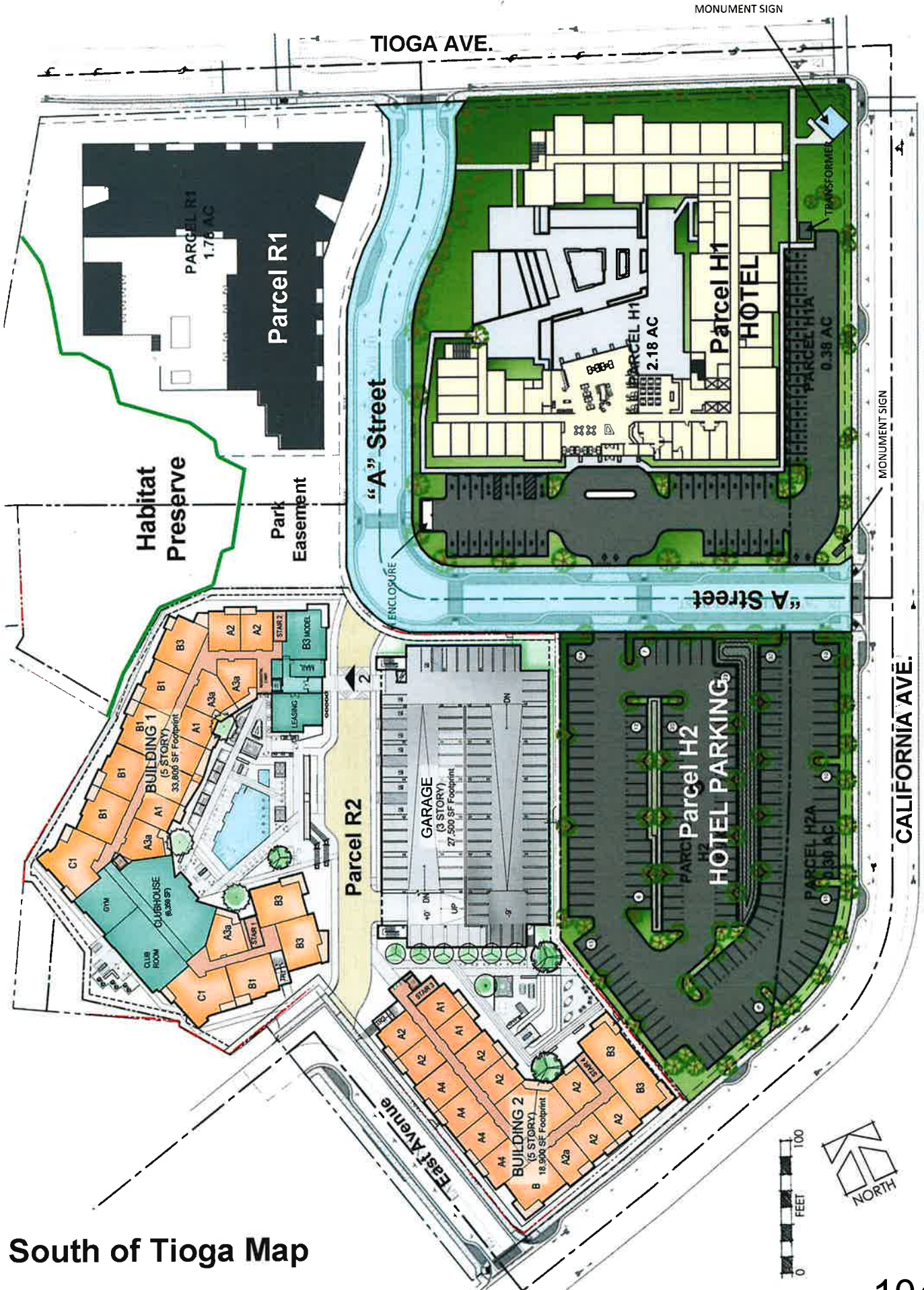
Planning staff is partial to, and highly recommends, "**Morgan's Way**" as the preferred selection. Staff feels that Mr. Morgan's substantial contributions, efforts, and dedication to Sand City deserves recognition. The other options were provided for consideration and discussion. Whatever the City chooses in selecting a street name, staff recommends that any such name be short and simple for easy/quick public reference.

If Council provides their preference and direction, staff will have the developer identify the new street name on the Final Map, where the resolution to approve the Final Map would serve as formal action to adopt the street name.

#### **Attachments:**

1. South of Tioga Project Map





South of Tioga Map



# AGENDA ITEM

10F

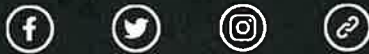
**Friday, August 9, 2019**

**11:30 am to 1:30 pm**

**Bayonet and Black Horse**

We are excited to welcome the new President of the Naval Postgraduate School, Retired Vice Adm. Ann E. Rondeau to the Monterey County Business Council as our August speaker. She brings to the assignment an unparalleled record of leadership and achievement within the military and academia in the areas of education, training, research, executive development, change management, and strategic planning. Prior to her appointment, Adm. Rondeau served as the sixth president of the College of DuPage. Her most recent military position was as the President of the National Defense University, a consortium of five colleges and nine research centers in Washington D.C.

**ATTEND THIS EVENT**



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**MEMBERS ONLY LUNCHEON**

**President, Naval Postgraduate School - VADM**

THE NAACP INVITES YOU TO ITS 47<sup>TH</sup> ANNUAL



# *Freedom Fund Life Membership Banquet*

## **WHEN**

Saturday, August 10, 2019

Reception begins at 6:00 P.M., Dinner at 6:45 P.M.

## **WHERE**

The Embassy Suites by Hilton  
1441 Canyon Del Rey Boulevard  
Seaside, California 93955

## **REGISTRATION**

\$100.00 per person

Reserve a table for 10 people for \$1,000.00

## **INFORMATION**

Mrs. Patricia Spencer: 831.917.3000  
NAACP Office: 831.277.4760

## **THEME**

"Defeat Hate: The Time Is Now"

## **GUEST SPEAKER**

DR. CHEYENNE BRYANT

Renowned Life Coach, President of the Riverside Branch NAACP,  
Author of the award winning Readers Five-Star book MENTAL DETOX

## **PRESIDENT'S AWARD**

MARY OWENS

Educator, Civil Rights Advocate

## **TOLLY AND CLEO MARTIN SPIRIT OF PARTNERSHIP AWARD**

CHRIS SHAKE

Chris Shake Enterprises, Philanthropist

## **HONOREES**

### **MEDGAR EVERS FREEDOM LEGACY AWARD**

JOE WATSON

Three term Branch President (Posthumous)

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**Monterey County Convention & Visitors Bureau  
Annual Luncheon Meeting & Celebration**

**Thursday, August 29, 2019**



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Registration Reception:  
11:00 - 11:45 a.m.

Luncheon Program:  
12:00 - 1:30 p.m.

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