



REGULAR MEETING

SAND CITY COUNCIL

AND

SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, JULY 2, 2013

7:00 P.M.







## 11. ADJOURNMENT

Next Scheduled Council Meeting:  
Tuesday, July 16, 2013  
7:00 P.M.  
Sand City Council Chambers  
1 Sylvan Park, Sand City

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

The current Sand City agenda is available in PDF format on our website at:

[www.sandcity.org/agenda](http://www.sandcity.org/agenda)

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

**AGENDA ITEM**

**5A**

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

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Regular Meeting – June 18, 2013  
7:00 P.M.  
CITY COUNCIL CHAMBERS

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

The invocation was led by Reverend Hellam.

The Pledge of Allegiance was led by Council Member Jerry Blackwelder.

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

Staff: Steve Matarazzo, City Administrator/Community Development Director  
Jim Heisinger, City Attorney  
Leon Gomez, Interim City Engineer  
Linda Scholink, Administrative Services Director

**AGENDA ITEM 4, COMMUNICATIONS**

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

B. Oral

7:02 P.M. Floor opened to Public Comment.

There were no comments from the Public.

7:02 P.M. Floor closed to Public Comment.

**AGENDA ITEM 5, CONSENT CALENDAR**

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

- (1) CUP #377, Hartzel Automotive (auto), 510-A California Avenue
- (2) CUP #399, Edgewater Center, (retail/multiple sites), 915, 925 Playa & 2030 California
- (3) CUP #419, Carmel Tile/Doubleday (showroom/storage), 1725 Contra Costa
- (4) CUP #495, Alternator & Starter Exchange (assembly), 352-B Orange Avenue
- (5) CDP 97-05, Monterey Bay Restaurant Equipment (retail/wholesale), 325 Elder Avenue
- (6) CUP #321, Groves Masonry (storage yard), 872 Afton Avenue
- (7) CUP #368, Jersey's (food service), 832 Playa Avenue
- (8) CUP #463, Monterey Mattress (showroom), 1714 Contra Costa

- B. There was no discussion of the May 21, 2013 Council Meeting Minutes.
- C. There was no discussion of the June 4, 2013 Council Meeting Minutes.
- D. There was no discussion of the Public Works Monthly Report, May 2013.
- E. There was no discussion of the Police Department Monthly Report, May 2013.
- F. There was no discussion of the City **Resolution** authorizing a City Engineering Service Agreement with Creegan & D'Angelo.
- G. There was no discussion of the City/Successor Agency Monthly Financial Report, April 2013.
- H. There was no discussion of the City **Resolution** authorizing the Monterey County Health Department to apply for State Block Grant funding on behalf of Sand City towards the Countywide Used Oil Recycling Program.
- I. There was no discussion of the City **Resolution** approving a Budget Allocation of \$500 for the Senior Voucher Program for Taxi Service as offered by Monterey-Salinas Transit (MST).
- J. There was no discussion of the City **Resolution** approving a One Year Part-Time Contract with J. Michael Klein to perform Supervisory Duties related to Public Works Manager and Chief of Police.

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

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

There were no items pulled from the Consent Calendar.

## **AGENDA ITEM 7, OLD BUSINESS**

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

Interim City Engineer Leon Gomez reported that the desalination plant has been running every day with the exception of June 4 due to an intake valve malfunction. Staff should have a production number report by the first Council meeting in July. An informational item was provided in the agenda packet regarding the required documents that need to be submitted in order to meet the July 1<sup>st</sup> effective date for the Phase II General Permit regarding Storm Water Management.

City Administrator Steve Matarazzo reported that the Successor Agency received notice from the Department of Finance that a meeting will occur on Monday, June 24, 2013 at 1:00 p.m. in Sacramento regarding their demand for \$2.375 million of Successor Agency assets.

Mayor Pendergrass commented that Sand City has a good team representing the City and is confident that DOF will rule in favor of the Successor Agency.

City Attorney Jim Heisinger reported that judgment has been entered regarding the SNG case against the Coastal Commission (CC). The CC was ordered to set its denial of SNG's project no later than 30 days after the 60 day appeal period. The Coastal Commission was also ordered to re-hear the project at their December meeting this year on issues related to the project that they had previously denied. If the CC does not file an appeal SNG may submit proposed project modifications by September.

The City Administrator added that staff should be informed some time in August whether the Coastal Commission wants to appeal the decision or not.

## **AGENDA ITEM 8, NEW BUSINESS**

### **A. Review and Consideration of Amendment #1 to Fiscal Year 2012-13 Budget and Consideration of Resolution Adopting Preliminary Combined Budget for Fiscal Year 2013-14:**

Mayor Pendergrass reported that the Budget Committee had reviewed the amended and proposed budgets at their June 11, 2013 meeting. He asked if the Council Members had any questions or concerns with the Staff report on these items. The Mayor added that the City has done well thus far, and anticipates continued success in the upcoming fiscal year. There was no further Council discussion regarding the attached budget and resolutions.

Motion to approve the City/Successor Agency **Resolution** by title,



adopting Amendment #1 to the Combined City and Successor Agency Budget for Fiscal Year 2012-13 was made by Council Member Kruper, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

Motion to approve the City **Resolution** by title, establishing an Appropriations Limit for Fiscal Year 2013-2014 Pursuant to Article XIII B of the California Constitution was made by Council Member Kruper, seconded by Council Member Carbone. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

Motion to approve the City/Successor Agency **Resolution** by title, adopting the Proposed Combined City and Successor Agency Budget for Fiscal Year 2013-2014 was made by Council Member Carbone, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

City Administrator Steve Matarazzo commented that the Fiscal Year 2013-14 Budget does include the 2% cost of living adjustment approved by the City Council.

**B. Update on New Phase II General Permit for Storm Water Discharge**

Interim City Engineer Leon Gomez reported that this item is provided to inform the Council of the four items that need to be submitted to the State Water Resources Control Board to obtain renewal coverage of the Phase II General Permit. The documents for renewal and submittal include a Notice of Intent (NOI), Renewal Fee, Guidance Document, and Permit Boundary Map. This process will ensure the City's continued coverage for storm water discharge mandated by the State and Regional Water Quality Control Boards.

**C. Upcoming Meetings/Events**

The City Clerk reminded the Council of the July 18, 2013 Monterey Peninsula Chamber of Commerce's 27<sup>th</sup> Annual Business Excellence Awards. Mayor Pendergrass and Council Member Kruper confirmed their attendance.

**AGENDA ITEM 9, CLOSED SESSION**

7:30 P.M.

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

1) To confer with Legal Counsel regarding pending litigation in accordance with Government Code Section 54956.9(d)(1):

- a) *Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases*
- b) *Cal-Am Application to CPUC No. 10-04-019 for Order Authorizing Recovery of Costs for Lease and Operation of the Sand City Desalination Facility*
- c) *Seaside v. Sand City (No. M120996) and related cross action*
- d) *Local Educational Agencies' (LEAs) monetary claim to recover pass-through through payments from the Sand City Successor Agency to the Redevelopment Agency*

2) Conference with Legal Counsel in accordance with Section 54956.9 of the Ralph M. Brown Act, regarding Claim against Monterey County Reimbursement of Property Tax Administration Fee

7:45 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 appointed the Mayor and Council Member Blackwelder to act as a Subcommittee of the Council to discuss potential settlement with the Subcommittee of Seaside's Council together with the City Attorneys from each of the cities (Item 9A1-c). The Council was in agreement to accept the proposal of the City Managers and City Attorney's Steering Committee as presented by the City Attorney to join with the other cities in settling the PTAF matter for an amount equal to what the County would repay; that is 3 years with interest at the County's pooled investment rate, in addition to 3 years of additional interest for the NGEN radio system.

## **AGENDA ITEM 10, ADJOURNMENT**

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Kruper to the next scheduled Council meeting on Tuesday, July 2, 2013 at 7:00 p.m. There was unanimous consensus of the council to adjourn the meeting at 7:42 p.m.

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Linda K. Scholink, City Clerk

**AGENDA ITEM  
5B**

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_\_, 2013**

**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  
2013/2014 FISCAL YEAR**

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

**WHEREAS**, the final advertisement covered in the 2012/2013 agreement will run on the week of July 30, 2013, 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 encourage its continuation; and

**WHEREAS**, in a troubled economy, it is essential to ensure the continued success of Sand City commerce to secure City revenue sources; and

**WHEREAS**, the terms and rate of \$538.00 per ad, for up to 26 full-page color ads running every other week that businesses may purchase spots within those ads, has not changed from the previous 2012/13 publication agreement.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_\_day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, 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 (Please Print):

Contact Name:  Title:

Billing Address:

City:  State:  Zip:

Phone:  Fax:  Cell Phone:  Email:

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, 1/9, 1/12, x 1/16 pages or pre-printed inserts of advertising per week/alternate week not less than 52, 39, 26, 13, 6, 1 weeks during the period set out below, subject to the Terms and Conditions set forth in this page. Beginning issue 7/10/2013. Ending issue 7/09/2014. Frequency rate: Open 6x 13x 26x 39x 52x Insert         

Rotating Sizes: Full page. Business type: Sole proprietorship/Partnership/Corporation/Political/Non-Profit

Rate (per ad): \$538. Color Charges:      Agency:      Tear Sheets:     

The City of Sand City will purchase 26 full page color ads over the course of 1 year (alternating weeks) at \$538 per ad. Sand city businesses may purchase advertising spots on this page at \$85 per spot, per issue.

### Terms and Conditions:

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 amount 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.

A. Except as provided in paragraph 2B, below, Advertiser shall be charged weekly and sent a statement as of the last day of each month for such month's advertising except with respect to the first month's advertisements contracted for hereby, for which payment shall be made in advance of publication. The net amount shown as payable on such statement (less an agency discount of 15%, if applicable) shall be due and owing ten (10) days after the date thereof. Such net amount shall include all current balances due to Publisher from Advertiser by virtue of agreement and/or any other agreement or arrangement between Advertiser and Publisher. The Agency discount (if any) set forth in the Insertion Schedule shall be applicable only to ads for which full and timely payment is made to Publisher. If the full amount due to Publisher is not paid when due, a late charge of 1.5% of the unpaid balance shall be assessed on the due date, and a further late charge at the monthly rate of 1.5% (18% per year) shall be assessed on the unpaid balance until paid. Advertiser shall pay such charges, plus all costs of collection - including reasonable attorney's fees - incurred from time to time by Publisher hereunder, Advertiser shall give written notice to Publisher (attention of the Credit Manager) within thirty days after Advertiser's receipt of such statement.

B. 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. By signing this agreement you authorize Publisher to charge your balance to any credit cards on file in the event your account goes into default.

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.

Advertiser represents to Publisher that Advertiser and its agents, if any, have the full legal right to publish, in their entirety, all advertisements 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.

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.

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.

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.

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.

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.

WITNESS WHEREOF, Publisher and Advertiser set their hands and seals on 6/18/2013  
(month) (day) (year)

Advertiser (Business Name)

Authorized Person and Guarantor

Account Executive

Print Name of Signator

Approved and Accepted by (Publisher of Milestone Communications Inc.)

**AGENDA ITEM  
5C**

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING AWARD OF A THREE-YEAR MASTER CONTRACT FOR MAINTENANCE  
INCLUDING REMOVAL AND REPLACEMENT OF ABSORBITION PILLOWS IN  
INTERCEPTOR TANKS 1,2,3 AND 4  
IN THE CITY OF SAND CITY, CALIFORNIA  
TO STORM WATER INSPECTION AND MAINTENANCE SERVICES**

**WHEREAS**, the City is in need of a continuing service maintenance contract to perform semi-annual maintenance services on the four storm water interceptor tanks located in the Sand Dollar Center parking area and within the Playa Avenue right of way; and

**WHEREAS**, Storm Water Inspection and Maintenance Services (SWIMS) has been providing semi-annual maintenance services for the four interceptor tanks since 1997; and

**WHEREAS**, there is a potential health hazard and hazard to the groundwater percolation system if proper maintenance is not provided; and

**WHEREAS**, to reduce these potential hazards and be in compliance with the objectives of the Storm Water Management Program it is necessary to replace the oil-absorption pillows in the interceptor tanks 1,2,3 and 4, usually semi-annually, with the disposal of the removed pillows in accordance with EPA requirements; and

**WHEREAS**, it has been determined that Storm Water Inspection and Maintenance Services (SWIMS) has the necessary equipment and staff to perform the required maintenance services described in the attached Exhibit "A" and has submitted a proposal in the amount \$4,400.00 for each routine maintenance servicing, with a three-year maximum of \$26,400.00; and

**WHEREAS**, on occasion as needed, because of accumulation of sediment in the chambers of the interceptor tanks, the Contractor shall submit a change order proposal to accomplish said work in accordance with safety and required additional maintenance services; and

**WHEREAS**, these services are a continuation of services provided under resolution SC10-53, 2010, and other previously approved resolutions.

Sand City Resolution SC \_\_\_\_\_, (2013)

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

1. That the maintenance and replacement of the absorption pillows in Interceptor Tanks 1,2,3 and 4 shall be accomplished in accordance with the attached Exhibit "A" Scope of Work and the contract for said work is awarded to Storm Water Inspection & Maintenance Services (SWIMS) in the amount of \$4,400.00 for each maintenance servicing with a three-year maximum of \$26,400.00 from July 2013 through June 2016.
2. Submit a change order proposal to the City Engineer for the removal of sediment from the interceptor tanks, as needed, for the proper operation of the system. This change order shall be subject to the approval of the City Administrator.
3. That the City Administrator is authorized and directed to execute the Contract after the required insurance certificates and City of Sand City Business License are received from the Contractor (SWIMS).

PASSED AND ADOPTED by the City Council of Sand City on this \_\_\_ day of July, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

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

ATTEST:

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



CONTRACT FOR PUBLIC WORK

CITY OF SAND CITY  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**GENERAL MAINTENANCE AND INSPECTION AND THE REMOVAL AND  
REPLACEMENT OF ABSORPTION PILOWS IN INTERCEPTOR TANKS 1, 2, 3 and 4  
CONTRACT NO. 13-\_\_**

*THIS AGREEMENT, made in triplicate by and between the City of Sand City, a political subdivision of the State of California, hereinafter called the "City", and*

**STORM WATER INSPECTION & MAINTENANCE SERVICES**

*Hereinafter called the "Contractor", WITNESSETH:*

**(1) THE WORK**

*The Contractor shall do all the work and furnish all the materials necessary to construct and complete in good, workmanlike and substantial manner and to the satisfaction of the City, the following public work:*

***General Maintenance and Inspection and the Removal and Replacement of all absorption pillows in Interceptor Tanks 1, 2, 3 and 4 in the City of Sand City, California in accordance with the attached Scope of Work marked Exhibit "A"***

*and in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:*

- (a) The accepted bid or proposal.*
- (b) Liability Insurance (\$1,000,000).*
- (c) General Conditions of the City of Sand City.*

*All contract documents are intended to cooperate, so that any work called for in one – and not mentioned in another – is to be executed in the same as if mentioned at all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.*

(2) WORKMAN'S COMPENSATION

*In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every subcontractor will be required to secure the payment of compensation to his employees.*

(3) CONTRACT PRICE

*The City shall pay the Contractor the following price for the performance of this contract:*

***\$4,400.00 for each maintenance servicing with a total of \$26,400 for six maintenance servicing's over a three-year period.***

(4) TIME OF MAINTENANCE SERVICES AND REPORTS

*The specific time for each maintenance servicing will be subject to the approval of the City Engineer and will be coordinated with the Sand City Public Works Maintenance Department. A condition report shall be submitted by the Contractor to the City Engineer prior to authorization of payment. This report shall describe the condition and depth of sediment in each tank, a description of apparent water quality, number of absorbent pillows replaced, and other maintenance recommendations.*

(5) CONTRACT TERMINATION

*This contract may only be terminated by the City of Sand City with a 30-day notice to the Contractor. This supercedes the termination statement on the SWIMS contract proposal.*

*IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date appearing opposite the signature of the City Administrator of the City of Sand City.*

CONTRACTOR

S.W.I.M.S.

By \_\_\_\_\_

Title \_\_\_\_\_

CITY OF SAND CITY

Date \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
*Steve Matarazzo, City Administrator  
City of Sand City*

CONTRACTOR'S CERTIFICATE AS TO WORKMAN'S COMPENSATION

*Pursuant to Section 1961 of the Labor Code, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workman's Compensation or to undertake self-insurance in accordance with the provisions that Code; and I will comply with such provisions before commencing the performance of the work of this contract.*

CONTRACTOR

S.W.I.M.S.

By \_\_\_\_\_

Title \_\_\_\_\_

**STORM WATER INTERCEPTOR TANKS AND PERCOLATION  
SYSTEM MAINTENANCE \  
REMOVAL AND REPLACEMENT OF ABSORPTION PILLOWS  
INTERCEPTOR TANKS NO. 1, 2, 3, AND 4**

**SCOPE OF WORK**

1. *Visually inspect for oils, hydrocarbons and debris on surface, skim as needed.*
2. *Sampling of water for clarity. (Testing by a certified laboratory for the chemical components of the water will be covered by an additional change order fee.)*
3. *Remove all accumulated floating debris from the interceptor chambers and dispose of said materials as required by the regulations*
4. *All absorption pillows shall be removed and replaced. All of the installed pillows shall be in contact with the water surface. All pillows which are replaced shall be disposed of in conformance with local, state and federal laws relating to hazardous materials, with EPA number provided.*
5. *Area of interceptors shall be closed to parking during work hours. The closing of the work area shall be kept to a minimum. The local business managers shall be contacted before proceeding with the work and closing the parking areas*
6. *Measurement of silt and sand depth collected in the interceptor.*
7. *The work shall be cleaned using an absorbent and left in a clean and debris-free manner.*
8. *Provide a report and Certificate of Compliance to the City Engineer.*

**Additional Services:**

1. *When required, because of the accumulation of sediment in the tanks, dewater and remove said sediments and submit a proposed change order describing said services to the City Engineer for consideration and approval by the City Administrator. To minimize the cost of said work, this additional servicing work shall be scheduled in conjunction with the routine maintenance servicing work.*
2. *Chemical testing of the components of the influent and discharge water as described in Item 2, above.*

**AGENDA ITEM**

**5D**

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING RENEWAL OF A MAINTENANCE SERVICES AGREEMENT WITH  
HOPE REHABILITATION SERVICES**

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

**WHEREAS**, the City and HOPE Rehabilitation Services have been pleased with the arrangements and have agreed to renew this unique, mutually beneficial relationship for FY 2013-2014 as indicated by Attachment A; and

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

**WHEREAS**, the cost will be \$10.91 per hour, per worker and one supervisor for a subtotal of \$886.44 per work week, with an annual total cost of \$44,322.00 for 50 weeks (rounded off to \$44,350 per year to cover special events); and

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

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

1. The attached Agreement is hereby accepted and renewed for an annual cost not to exceed \$ 44,350 for FY 2013-2014.
2. The City Administrator is directed and authorized to execute the attached agreement and contract renewal for this program with HOPE Rehabilitation Services for one year, expiring June 30, 2014.

**PASSED AND ADOPTED** by the Sand City Council on this 2<sup>nd</sup>, day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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

ATTEST:

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

## ATTACHMENT A

### MAINTENANCE SERVICES AGREEMENT

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

#### RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

#### AGREEMENT

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

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

3. Payment to Hope. City shall pay to Hope the sum of EIGHT HUNDRED EIGHTY-SIX DOLLARS AND FORTY-FOUR CENTS (\$886.44 ) per week for 50 weeks for the services described in paragraph 2 for a total cost not to exceed \$ 44,350 for Fiscal Year 2013-2014. Any additional services provided by HOPE at the request of the City shall be billed by HOPE to the City on an hourly basis at \$ 10.91 per hour, per worker. HOPE will prepare and submit a list to the Public Works Maintenance Supervisor of the necessary supplies, equipment, etc. needed for the work assignments specified by the City. After review and approval of the proposed supplies, etc. by the Public Works Maintenance Supervisor, the City will purchase or reimburse HOPE for those approved supplies, equipment, etc.

4. Term of Agreement. The term of this Agreement shall begin on the date last written below and end June 30, 2014; provided however, that either party may terminate this Agreement at any time on thirty day written notice to the other party.

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

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

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

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

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

**HOPE**  
Program Manager  
Hope Rehabilitation Services  
546 Brunken Avenue  
Salinas, CA. 93901  
Tele: 393-1575  
Fax: 393-0789

**CITY**  
City Administrator  
City Hall  
1 Sylvan Park  
Sand City, CA 93955  
Tele: 394-3054  
Fax: 394-2472



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

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

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

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

July 4, 2013	Independence Day (observance)
September 2, 2013	Labor Day
October 14, 2013	Columbus Day
November 11, 2013	Veteran's Day
November 28-29, 2013	Thanksgiving holiday
December 24 & 25, 2013	Christmas holiday
January 1, 2014	New Year's Day
January 20, 2014	Martin Luther King Day
February 17, 2014	Presidents' Day
March 31, 2014	Cesar Chavez Day
May 26, 2014	Memorial Day

HOPE REHABILITATION SERVICES

Date: \_\_\_\_\_

\_\_\_\_\_  
Pam Smith

CITY OF SAND CITY


Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Matarazzo, City Administrator

**AGENDA ITEM  
5E**

# MEMORANDUM

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**TO:** City Council  
**FROM:** Mayor Pendergrass   
**DATE:** June 24, 2013  
**SUBJECT:** FORA Board Meeting, June 21, 2013

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The Agenda is included for your reference. It should be noted that the FORA Reuse Plan is being reviewed for assessment to amend the Plan or keep it as originally projected. There is a real battle going on with the Monterey Downs Project being adjacent to the Fort Ord National Cemetery site. As a result, there are two ballot petitions that have been circulated and turned in to the FORA office. The signatures will be turned over to the County Registrar of Voters. It is inevitable that those ballot measures will be a part of the November Elections. One of the measures would be to disallow any land use entitlements and development around the cemetery. The second ballot is the complete opposite of the first; the Monterey Downs Project includes purchase of the non-cemetery parcel for its development and the monies from the sale will be of great assistance to completely build the cemetery site.

**Item 1 Procedural**

**Item 2 LEGISLATIVE SESSION**

*Annual presentations by the Legislators in regard to what they are doing about bills to assist the FORA Plan. Their reports centered on actions to assist the Cemetery proposal*

**Item 3-4 CLOSED SESSION**

*No official actions taken were taken.*

**Item 5 PLEDGE OF ALLEGIANCE**

*Procedural.*

**Item 6 ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

- a. Base Reuse Plan Reassessment – American Planning Association Best Practices Award of Merit

*As stated.*

**Item 7 CONSENT AGENDA**

- a. Approval of the May 10, 2013 and May 29, 2013 Board Meeting Minutes
- b. Economic and Planning Systems Contract Amendment #7

*All items approved.*

**Item 8 NEW BUSINESS**

- a. Preston Park Fiscal Year 2013/14 Budget

*The item was approved by a majority vote, because it was not unanimous on the first vote per FORA rules. It will automatically be considered at its meeting in July.*

**Item 9 OLD BUSINESS**

- a. FY 2013/14 Capital Improvement Program

*Continued to July meeting.*

- b. FOR A FY 2013-14 Preliminary Budget – Consider Adoption

*Unanimously approved.*

- c. Base Reuse Plan Post-Reassessment Advisory Committee (PRAC)

*C i, ii, all continued to the July meeting.*

**Item 10 PUBLIC COMMENT PERIOD**

*Procedural.*

**Item 11 EXECUTIVE OFFICERS REPORT**

*All items were referenced only.*

**Item 12 ITEMS FROM MEMBERS**

*None.*

**Item 13 ADJOURNMENT**

*Meeting was adjourned at 6:15 p.m./ Meeting started at 2:00 p.m.*



# Fort Ord Reuse Authority

920 2<sup>nd</sup> Avenue, Ste. A, Marina, CA 93933  
Phone: (831) 883-3672 • Fax: (831) 883-3675 • www.fora.org

**BOARD OF DIRECTORS SPECIAL MEETING**  
**Friday, June 21, 2013 at 2:00 p.m.**  
**910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenter's Union Hall)**

## AGENDA

### 1. CALL TO ORDER AND ROLL CALL

### 2. LEGISLATIVE SESSION

PRESENTATIONS

- a. Congressman Sam Farr – 20<sup>th</sup> Congressional District
- b. Senator Bill Monning – 17<sup>th</sup> State Senate District
- c. Assemblymember Mark Stone – 29<sup>th</sup> State Assembly District

### 3. CLOSED SESSION *(closed session will begin at the later of: a) 3:00 p.m. or b) immediately following the Legislative Session)*

- a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – Five Cases
  - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority, Case Numbers: M114961, M116438, M119217
  - ii. Bogan v. Houlemard, Case Number: M122980
  - iii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M118566
- b. Public Employee Performance Evaluation – Executive Officer (Gov Code 54957)

### 4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

### 5. PLEDGE OF ALLEGIANCE

### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. Base Reuse Plan Reassessment - American Planning Association Best Practices Award of Merit

### 7. CONSENT AGENDA

- a. Approval of the May 10, 2013 and May 29, 2013 Board Meeting Minutes (pg. 1-7) ACTION
- b. Economic and Planning Systems Contract Amendment #7 (pg. 8-10) ACTION

### 8. NEW BUSINESS

- a. Preston Park Fiscal Year 2013/2014 Budget (pg. 11-35) ACTION

### 9. OLD BUSINESS

- a. FY 2013/14 Capital Improvement Program (pg. 36-69) INFORMATION/ACTION
- b. FORA FY 2013-14 Preliminary Budget – Consider Adoption (pg. 70-78) ACTION
- c. Base Reuse Plan Post-Reassessment Follow-Up (pg. 79-87) INFORMATION/ACTION
  - i. Receive Report from Post-Reassessment Advisory Committee (PRAC) INFORMATION
  - ii. Consider PRAC “Category IV” Approach Recommendation and Proposal for September Board Workshop ACTION

### 10. PUBLIC COMMENT PERIOD

*Members of the public wishing to address the Fort Ord Reuse Authority (FORA) Executive Committee on matters that are not on this agenda, but are within FORA's jurisdiction, may comment for up to three minutes during this period. Public comments on specific agenda items are heard under that item.*

## 11. EXECUTIVE OFFICER'S REPORT

- a. Fort Ord Reuse Authority Master Resolution (pg. 88-149)
- b. Outstanding Receivables (pg. 150)
- c. Habitat Conservation Plan Update (pg. 151-154)
- d. Travel Report (pg. 155-160)
- e. Administrative Committee (pg. 161-167)
- f. Veterans Issues Advisory Committee (pg. 168-170)
- g. Water and Wastewater Oversight Committee (pg. 171-173)
- h. Public Correspondence to the Board (pg. 174)
- i. Fort Ord Reuse Authority Initiatives Status (pg. 175-179)

INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION/ACTION  
INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION

## 12. ITEMS FROM MEMBERS

## 13. ADJOURNMENT

**NEXT REGULAR BOARD MEETING: JULY 12, 2013**

*Persons seeking disability related accommodations should contact FORA 24 hours prior to the meeting.*  
This meeting is recorded by Access Monterey Peninsula (AMP) to be televised Sundays at 9:00 a.m./Sundays at 1:00 p.m. on Marina/Peninsula Chanel 25. The video and full Agenda packet are available online at [www.fora.org](http://www.fora.org).

**AGENDA ITEM  
5F**

**INTER**

# MEMORANDUM

**OFFICE**

**To:** City Council/Agency Board Members

**From:** Director of Administrative Services

**Subject:** Financial Reports

**Date:** June 26, 2013

*Linda*

Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of May 2013.

**A. City of Sand City Reports**

1. Balance Sheet Report for May 31, 2013.
2. Revenue received for the month of May 2013-Total \$ 604,971.85  
(This total includes \$ 350,000.00 in transfers).  
Month End Cash Register Activity Report for May 2013.
3. Expenditures for the month of May 2013-Total \$ 163,394.47  
Month End May 2013 Accounts Payable Report  
This shows all City Expenditures (excluding employee payroll)  
The Payroll figure listed below includes the Councils stipends.  
Payroll \$ 126,459.32  
Payroll taxes \$ 43,465.08
4. Current City Balances as of May 2013-Total \$ 3,283,024.58  
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF)).

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

1. Balance Sheet Report for May 31, 2013
2. Revenue received for the month of May-Total \$ 255.00  
Month End Cash Register Activity Report for May 2013.
3. Expenditures for the month of May- Total \$ 6,570.42  
Month End Accounts Payable Activity Report for May 2013.
4. Current Successor Agency Balances as of May 2013 – Total \$ 2,517,861.40  
(Includes Rabobank and Bond CD's).

● In addition to the City and Successor Agency balances, there is a total of



- \$ 818,895.54 held in reserve for the 2008 Tax and Tax Exempt bonds.

**NOTES TO THE FINANCIAL REPORTS—**

**Special City Notes for May 2013**

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2013 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
05/28/13	15971	State of California	\$147,700.00	Sales tax received
05/28/13	15972	State of California	\$ 88,200.00	Transaction tax received

**Transfers**

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
5/02/13	15922	City checking account	\$300,000.00	Transfer to LAIF
5/15/13	15941	LAIF	\$ 50,000.00	Transfer to City checking

Month End Cash Disbursement Report - Special or Major Expenses for the Month of May 2013 are explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
25472	Aztec Technology Corp.	\$ 2,582.28	20 Foot Conex for Public Works
25520	Balesteri Unlimited Catering	\$ 6,095.25	City BBQ Catering
25524	Coastal Fabrication Co.	\$ 4,022.55	Public works truck/bed liner & rack
25526	David's Electric	\$ 2,000.00	Electrical work on Conex Storage
25547	Best, Best & Krieger	\$11,527.45	Legal fees

**Successor Agency Notes for May 2013**

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of May 2013 are listed below. There were no special or major receipts.

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

**Transfers**

There were no transfers this month.

**Date**      **Receipt #**      **Source**      **Amount**      **Description**  
 Month End Cash Disbursement Report-Special or Major Expense for the Month of May 2013 is explained below.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
5/02/13	Annette Yee & Company	\$ 6,382.50	Continuing Discloser Report/annual monitoring

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

# City of Sand City

REPORT.: 06/21/13  
 RUN....: 06/21/13  
 Run By.: LINDA

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

PAGE: 001  
 ID #: GLBS  
 CTL.: SAN

Ending Calendar Date.: May 31, 2013 Fiscal (11-13)

Assets			Acct ID
-----			
Cash Clearing Checking Account	38,964.94	99	1001
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	2,959,709.44	10	1008
General Fund Fair market value adjustments	2,985.00	10	1009
General Fund Investment CD	164,350.20	10	1020
General Fund Cash Balance	22,848.92	10	1099
Gas Tax - 2105 Cash Balance	1,313.33	31	1099
Gas Tax - 2106 Cash Balance	5,024.39	32	1099
Gas Tax - 2107 Cash Balance	2,044.14	33	1099
Gas Tax-2107.5 Cash Balance	1,000.00	34	1099
Traffic Safety Cash Balance	3,677.19	35	1099
GAS TAX - 2103 Cash Balance	3,056.85	36	1099
Cash Clearing Cash Balance	-38,964.94	99	1099
Gas Tax - 2105 Accounts Receivable	23.05	31	1101
Gas Tax - 2106 Accounts Receivable	16.13	32	1101
Gas Tax - 2107 Accounts Receivable	-53.12	33	1101
Gas Tax-2107.5 Accounts Receivable	1,000.00	34	1101
S TAX - 2103 Accounts Receivable	128.54	36	1101
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	685,052.00	10	1112
General Fund Sales Tax Receivable	165,282.00	10	1115
General Fund TRANSACTION TAX RECEIVABLE	8,983.00	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	1,625,253.21	70	1280
Gen. Fixed Asst Land	1,005,871.95	60	1290
Gen. Fixed Asst Land Improvements	461,161.55	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	240,268.03	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,477,967.12	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,325,926.49	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	4,465,000.45	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-4,145,710.78	60	1300
	-----		
Total of Assets ---->	28,677,409.24		28,677,409.24
			=====

Liabilities			Acct ID
-----			
General Fund STRONG MOTION	1.97	10	2010

REPORT.: 06/21/13  
 RUN....: 06/21/13  
 Run By.: LINDA

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

PAGE: 002  
 ID #: GLBS  
 CTL.: SAN

Ending Calendar Date.: May 31, 2013      Fiscal (11-13)

Liabilities			Acct ID
-----			
General Fund SB1473-COUNTY PERMIT ASSESSMEN	2.00	10	2012
General LTD Act Compensated Absences	552,056.49	70	2020
General LTD Act NET OPEB OBLIGATION	1,931,090.00	70	2025
General Fund DEFERRED REVENUE	45,876.58	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General LTD Act capital lease-2 fords f350's	74,547.19	70	2070
General Fund State Mandated CASP Fee	2.40	10	2115
General Fund Health Insurance	16,402.43	10	2150
General Fund Dental/Vision	137.98	10	2160
General Fund POLICE ASSOC. DUES	315.00	10	2180
General Fund AFLAC PRE TAX	341.55	10	2195
General Fund AFLAX-AFTER TAX	-192.10	10	2196
General Fund PERS SURVIVOR BENEFIT	40.00	10	2197
-----			
Total of Liabilities ----->	3,395,387.91		

FUND Balances			Acct ID
-----			
General Fund Unappropriated Fund Balance	16,246,649.59	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	139.76	31	3400
Gas Tax - 2106 Unappropriated Fund Balance	467.75	32	3400
Gas Tax - 2107 Unappropriated Fund Balance	124.29	33	3400
Gas Tax-2107.5 Unappropriated Fund Balance	1,000.00	34	3400
Traffic Safety Unappropriated Fund Balance	631.83	35	3400
GAS TAX - 2103 Unappropriated Fund Balance	537.88	36	3400
Gen. Fixed Asst Unappropriated Fund Balance	-654,230.04	60	3400
General LTD Act Unappropriated Fund Balance	-435,440.47	70	3400
Gen. Fixed Asst Investment in Fixed Assets	13,855,384.17	60	3600
Gen. Fixed Asst CAPITAL LEASE	93,236.30	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-4,256,479.73		
-----			
Total of FUND Balances ----->	25,282,021.33		28,677,409.24
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-13	05/02/13	15922	E	Mis	EFT10	TRANSFER TO LAIF TRANSFER FROM CITY CHECKING TO CITY LAIF Receipt Date: 05/02/13 TRANSFER FROM CITY CHECKING TO CITY LAIF Issued..: T0 (DEVON ) May 02 2013 11:10 am Devon	Db: 10	1008	300000.00
								Cr: 99	1001	
								Lazzarino		
								Day 05/02/13 Total ---->		300000.00
	05/06/13	15923	C	Mis	LIC01	DOG LICENSE 4105 DOG LICENSE #S0130006/TAG #875 Receipt Date: 05/06/13 Paid by: KIRK RODRIGUEZ Issued..: T0 (DEVON ) May 06 2013 12:06 pm Devon	Db: 99	1001		10.00
								Cr: 10	4515 08	
		15924	C	Mis	CAS70	BUSINESS LICENSE CASP FEE 70% BUSINESS LICENSE CASP FEES Receipt Date: 05/06/13	Db: 99	1001		.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% BUSINESS LICENSE CASP FEES Receipt Date: 05/06/13	Db: 99	1001	.30
								Cr: 10	2115	
		15925	C	Mis	WT01	Paid by: U HAUL/JEFF CECILIO Issued..: T0 (DEVON ) May 06 2013 12:06 pm Devon BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001		150.00
								Cr: 10	4055 00	
		15926	C	Mis	LIC01	Paid by: U HAUL/JEFF CECILIO Issued..: T0 (DEVON ) May 06 2013 12:07 pm Devon DOG LICENSE 4105 DOG LICENSE #S0130005/TAG #874 Receipt Date: 05/06/13	Db: 99	1001		10.00
								Cr: 10	4515 08	
		15927	C	Mis	PAR02	Paid by: DAVID PENDERGRASS Issued..: T0 (DEVON ) May 06 2013 12:07 pm Devon SAND CITY PARKING PARKING VIOLATION #5801 Receipt Date: 05/06/13	Db: 99	1001		75.00
								Cr: 10	4221 08	
		15928	C	Mis	LIC01	Paid by: PETER NYBERG Issued..: T0 (DEVON ) May 06 2013 12:08 pm Devon DOG LICENSE 4105 DOG LICENSE #S0130003/TAG #871 Receipt Date: 05/06/13	Db: 99	1001		5.00
								Cr: 10	4515 08	
		15929	C	Mis	LIC01	Paid by: THOMAS BATCHA Issued..: T0 (DEVON ) May 06 2013 12:08 pm Devon DOG LICENSE 4105 DOG LICENSE #S0130004/TAG #873 Receipt Date: 05/06/13	Db: 99	1001		5.00
								Cr: 10	4515 08	
		15930	C	Mis	PAR02	Paid by: THOMAS BATCHA Issued..: T0 (DEVON ) May 06 2013 12:08 pm Devon SAND CITY PARKING PARKING VIOLATION #5806 Receipt Date: 05/06/13	Db: 99	1001		40.00
								Cr: 10	4221 08	
		15931	C	Mis	WT01	Paid by: NANCY ORTEGA Issued..: T0 (DEVON ) May 06 2013 12:09 pm Devon BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001		150.00
								Cr: 10	4055 00	
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001	.30
								Cr: 10	2115	
		15932	C	Mis	UUT	Paid by: MONOPOLY REAL ESTATE Issued..: T0 (DEVON ) May 06 2013 12:09 pm Devon UTILITY USERS TAX MARCH 2013 UUT Receipt Date: 05/06/13	Db: 99	1001		8847.87
								Cr: 10	4025 00	
		15933	C	Mis	WT01	Paid by: P.G. & E. Issued..: T0 (DEVON ) May 06 2013 12:09 pm Devon BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001		150.00
								Cr: 10	4055 00	
					Mis	CAS70	BUSINESS LICENSE CASP FEE 70% NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001	.70
					Mis	CAS30	BUSINESS LICENSE CASP FEE 30% NEW BUSINESS LICENSE Receipt Date: 05/06/13	Db: 99	1001	.30
								Cr: 10	2115	
		15934	C	Mis	CUP01	Paid by: SIEMENS INDUSTRY Issued..: T0 (DEVON ) May 06 2013 12:10 pm Devon CONDITIONAL USE PERM CUP APPLICATION Receipt Date: 05/06/13	Db: 99	1001		400.00
								Cr: 10	4125 05	
		15935	C	Mis	MS	Paid by: FRANK LLOYD JENKINS Issued..: T0 (DEVON ) May 06 2013 12:10 pm Devon CHIEF KLEIN JUNE 2013 DENTAL COBRA Receipt Date: 05/06/13	Db: 99	1001		65.94
								Cr: 10	2160	
		15936	C	Mis	TAX05	Paid by: CHIEF KLEIN Issued..: T0 (DEVON ) May 06 2013 12:10 pm Devon GAS TAX 2103 APRIL 2013 HIGHWAY USERS TAX Receipt Date: 05/06/13	Db: 99	1001		148.14
								Cr: 36	4305 11	
					Mis	TAX01	GAS TAX - 2105 31 APRIL 2013 HIGHWAY USERS TAX Receipt Date: 05/06/13	Db: 99	1001	119.58
								Cr: 31	4305 11	
					Mis	TAX02	GAS TAX - 2106 32 APRIL 2013 HIGHWAY USERS TAX Receipt Date: 05/06/13	Db: 99	1001	457.01
								Cr: 32	4305 11	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	05-13	05/06/13	15936	C			GAS TAX - 2107 33 APRIL 2013 HIGHWAY USERS TAX Receipt Date: 05/06/13 Paid by: STATE OF CALIFORNIA Issued.: TO (DEVON ) May 06 2013 11:09 am Devon	Db: 99 1001 Cr: 33 4305 11 Lazzarino		197.95
							Day 05/06/13 Total ---->			10834.49
	05/15/13	15941	E	Mis	EFT11		TRANSFER FROM LAIF TRANSFER FROM CITY LAIF TO CITY CHECKING Receipt Date: 05/15/13 Paid by: TRANSFER FROM CITY LAIF TO CITY CHECKING Issued.: TO (DEVON ) May 15 2013 07:58 am Devon	Db: 99 1001 Cr: 10 1008 Lazzarino		50000.00
		15942	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SA1300109 Receipt Date: 05/15/13 Paid by: MARY MADDOX Issued.: TO (DEVON ) May 15 2013 10:09 am Devon	Db: 99 1001 Cr: 10 4560 08 Lazzarino		10.00
		15943	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SA1300109 Receipt Date: 05/15/13 Paid by: MICHAEL HARRIS-DAVI Issued.: TO (DEVON ) May 15 2013 10:10 am Devon	Db: 99 1001 Cr: 10 4560 08 Lazzarino		10.00
		15944	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5808 Receipt Date: 05/15/13 Paid by: TANYA MOREAU Issued.: TO (DEVON ) May 15 2013 10:10 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		40.00
		15945	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5610 Receipt Date: 05/15/13 Paid by: JENNIFER AVILA Issued.: TO (DEVON ) May 15 2013 10:10 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		100.00
		15946	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5811 Receipt Date: 05/15/13 Paid by: NAZLY SOURI Issued.: TO (DEVON ) May 15 2013 10:10 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		40.00
		15947	C	Mis	DES01		DESIGN REVIEW FEE DRC SIGN PERMIT FEE Receipt Date: 05/15/13 Paid by: SANTA BARBARA DIVING Issued.: TO (DEVON ) May 15 2013 10:11 am Devon	Db: 99 1001 Cr: 10 4155 05 Lazzarino		50.00
		15948	C	Mis	UUT		UTILITY USERS TAX APRIL 2013 UUT - ELECTRIC Receipt Date: 05/15/13 Paid by: DIRECT ENERGY Issued.: TO (DEVON ) May 15 2013 10:11 am Devon	Db: 99 1001 Cr: 10 4025 00 Lazzarino		1542.96
		15949	C	Mis	UUT		UTILITY USERS TAX MARCH 2013 UUT - GAS Receipt Date: 05/15/13 Paid by: SEMINOLE ENERGY Issued.: TO (DEVON ) May 15 2013 10:11 am Devon	Db: 99 1001 Cr: 10 4025 00 Lazzarino		77.27
		15950	C	Mis	CAB01		CABLE FRANCHISE 1ST Q 2013 FRANCHISE FEE Receipt Date: 05/15/13 Paid by: COMCAST Issued.: TO (DEVON ) May 15 2013 10:11 am Devon	Db: 99 1001 Cr: 10 4035 00 Lazzarino		1036.49
							Day 05/15/13 Total ---->			52906.72
	05/21/13	15951	C	Mis	MOB01		MOBILE HOME PERMIT MOBILE HOME PERMIT RENEWAL/MORROW Receipt Date: 05/21/13 Paid by: JUDY SIRIA Issued.: TO (DEVON ) May 21 2013 11:13 am Devon	Db: 99 1001 Cr: 10 4140 05 Lazzarino		100.00
		15952	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SG0800160 Receipt Date: 05/21/13 Paid by: VERTICAL SCREEN Issued.: TO (DEVON ) May 21 2013 11:13 am Devon	Db: 99 1001 Cr: 10 4560 08 Lazzarino		10.00
		15953	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5636 Receipt Date: 05/21/13 Paid by: PAMELA DESMOND Issued.: TO (DEVON ) May 21 2013 11:14 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		40.00
		15954	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5796 Receipt Date: 05/21/13 Paid by: PATRICIA GHATTAS Issued.: TO (DEVON ) May 21 2013 11:14 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		40.00
		15955	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SC1300104 Receipt Date: 05/21/13 Paid by: LEXIS NEXIS Issued.: TO (DEVON ) May 21 2013 11:14 am Devon	Db: 99 1001 Cr: 10 4560 08 Lazzarino		10.00
		15956	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5634 Receipt Date: 05/21/13 Paid by: RAMON ALVARADO Issued.: TO (DEVON ) May 21 2013 11:15 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		40.00
		15957	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5611 Receipt Date: 05/21/13 Paid by: ARTHUR CREGO Issued.: TO (DEVON ) May 21 2013 11:15 am Devon	Db: 99 1001 Cr: 10 4221 08 Lazzarino		100.00
		15958	C	Mis	MS		BLACK CHAPS/KING VENTURES REIMBURSE SAND CITY HOTEL EIR	Db: 99 1001		1455.17

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-13	05/21/13	15959	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: SPARK ENERGY Issued...: TO (DEVON ) May 21 2013 11:16 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	4.72
			15960	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: NOBLE AMERICA'S ENERGY Issued...: TO (DEVON ) May 21 2013 11:16 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	106.33
			15961	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - ELECTRIC Receipt Date: 05/21/13 Paid by: NOBLE AMERICA'S ENERGY Issued...: TO (DEVON ) May 21 2013 11:16 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	89.38
			15962	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: VISTA ENERGY Issued...: TO (DEVON ) May 21 2013 11:16 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	15.82
			15963	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: GAS & POWER TECHNOLOGIES Issued...: TO (DEVON ) May 21 2013 11:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	1.95
			15964	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: TIGER NATURAL GAS Issued...: TO (DEVON ) May 21 2013 11:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	29.30
			15965	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT Receipt Date: 05/21/13 Paid by: PILOT POWER GROUP Issued...: TO (DEVON ) May 21 2013 11:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	469.24
			15966	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/21/13 Paid by: NORTHSTAR GAS Issued...: TO (DEVON ) May 21 2013 11:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	21.04
			15967	C	Mis	TRA01	COUNTY/TRAFFIC MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 35 4205 11	Db: 99 1001	113.19
				Mis	VC	COUNTY/VC MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 35 4205 11	Db: 99 1001	101.33	
				Mis	VCCR	COUNTY/VC/CR MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 35 4205 11	Db: 99 1001	16.72	
				Mis	POC01	COUNTY/PROOF OF CORR MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 35 4205 11	Db: 99 1001	13.20	
				Mis	PTT01	COUNTY/PROPERTY TAX MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 10 4020 00	Db: 99 1001	128.70	
				Mis	HTP01	1/2 TAX POLICE/PROP 172 MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 10 4330 08	Db: 99 1001	19.13	
				Mis	REV	COUNTY/REV & RECOVERY MARCH 2013 TRAFFIC Receipt Date: 05/21/13 Cr: 10 4210 08	Db: 99 1001	209.63	
			15968	C	Mis	CUP01	Issued...: TO (DEVON ) May 21 2013 11:18 am Devon Lazzarino CONDITIONAL USE PERM CUP APPLICATION Receipt Date: 05/21/13 Paid by: JOSE ESPINOZA Issued...: TO (DEVON ) May 21 2013 11:19 am Devon Lazzarino	Db: 99 1001 Cr: 10 4125 05 Day 05/21/13 Total ---->	400.00 3534.85
		05/28/13	15969	C	Mis	LIC01	DOG LICENSE 4105 DOG LICENSE #S0130007/TAG #876 Receipt Date: 05/28/13 Paid by: DOTTIE DIFEDE Issued...: TO (DEVON ) May 28 2013 10:35 am Devon Lazzarino	Db: 99 1001 Cr: 10 4515 08	5.00
			15970	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #SA130096 Receipt Date: 05/28/13 Paid by: KEITH STANTON Issued...: TO (DEVON ) May 28 2013 10:35 am Devon Lazzarino	Db: 99 1001 Cr: 10 4560 08	10.00
			15971	C	Mis	STAX	SALES TAX RECEIVED MARCH 2013 IN LIEU SALES TAX Receipt Date: 05/28/13 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON ) May 28 2013 10:36 am Devon Lazzarino	Db: 99 1001 Cr: 10 4030 00	147700.00
			15972	C	Mis	TUT01	TRANSACTION/USE TAX MARCH 2013 T/U TAX Receipt Date: 05/28/13 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON ) May 28 2013 10:36 am Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	88200.00
			15973	C	Mis	UUT	UTILITY USERS TAX APRIL 2013 UUT Receipt Date: 05/28/13 Paid by: CONSTELLATION NEW ENERGY Issued...: TO (DEVON ) May 28 2013 10:36 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	50.43
			15974	C	Mis	MS	P.G. & E. ENCROACHMENT PERMIT - JANICE SEAMAN	Db: 99 1001	150.00

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REPORT.: Jun 21 13 Friday  
 RUN....: 06/21/13 Time: 07:34  
 Run By.: Linda Scholink

City of Sand City  
 Month End Cash Register Activity Report  
 For Period: 05-13

PAGE: 004  
 ID #: CH-AC  
 CTL.: SAN

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L Posting	Amt Paid
000	05-13	05/28/13	15975	C	Mis	UUT		UTILITY USERS TAX APRIL 2013 UUT - GAS Receipt Date: 05/28/13 Paid by: XOOM ENERGY Issued..: TO (DEVON ) May 28 2013 10:37 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	18.86
			15976	C	Mis	VEH01		VEHICLE ABATEMENT 2ND Q FY 12-13 VEHICLE ABATEMENT Receipt Date: 05/28/13 Paid by: COUNTY OF MONTEREY Issued..: TO (DEVON ) May 28 2013 10:38 am Devon Lazzarino	Db: 99 1001 Cr: 10 4225 08	5.07
								Day 05/28/13 Total ---->		236139.36
	05/31/13		15977	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #5562 Receipt Date: 05/31/13 Paid by: LINLEY STOVEL Issued..: TO (DEVON ) May 31 2013 10:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	300.00
			15978	C	Mis	REN01		RENTAL INCOME JUNE 2013 RENT Receipt Date: 05/31/13 Paid by: CROWN CASTLE Issued..: TO (DEVON ) May 31 2013 10:17 am Devon Lazzarino	Db: 99 1001 Cr: 10 4740 00	1246.35
			15988	C	Mis	CDINT		CD INTEREST MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK Issued..: TO (DEVON ) May 31 2013 10:17 am Devon Lazzarino	Db: 10 1020 Cr: 10 4410 00	7.31
			15989	C	Mis	INT01		INTEREST IN CHECKING MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK Issued..: TO (DEVON ) May 31 2013 09:03 am Devon Lazzarino	Db: 99 1001 Cr: 10 4410 00	2.77
								Day 05/31/13 Total ---->		1556.43
								Period 05-13 Total ---->		604971.85
								Register 000 Total ---->		604971.85
=====										
Total of All Registers ---->										604971.85
=====										



Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
025461	COASTAL STORAGE	MAY 2013 STORAGE	05/01/13	310.00
' 72	DAVID PENDERGRASS	MAY 2013 PAYROLL	05/01/13	1509.22
3	SAND CITY POLICE OFFICERS	MAY 2013 POA DUES	05/01/13	315.00
U. 64	MARY ANN WEEMS	FOR MAY 2013	05/01/13	185.21
025465	RABOBANK VISA CARD	FUEL FOR CITY REQUIRED REPRESENTATION	05/06/13	101.36
025466	RABOBANK VISA CARD	EARPIECES FOR POLICE	05/06/13	121.75
025467	RABOBANK VISA CARD	4/23/13-4/26/13 CITY CLERKS EXPENSE - LINDA	05/06/13	471.69
025468	AFLAC	APRIL 2013 AFLAC PREMIUMS	05/06/13	911.34
025469	ASSURANT EMPLOYEE BENEFIT	MAY 2013 LTD PREMIUMS	05/06/13	659.86
025470	AT&T	APRIL 2013 POLICE OUTSIDE PHONE LINE	05/06/13	52.56
025471	AVAYA, INC	APRIL 2013 TELEPHONE LEASE	05/06/13	136.79
025472	AZTEC TECHNOLOGY CORP.	20 FOOT STORAGE CONTAINER FOR PUBLIC WORKS	05/06/13	2582.28
025473	CALIFORNIA LAW	MAY 2013 POLICE LTD PREMIUMS	05/06/13	196.00
025474	CORBIN WILLITS SYSTEMS	MAY 2013 TECHNICAL SUPPORT - MOM	05/06/13	259.96
025475	FEDERAL EXPRESS	SHIPPING CHARGES TO BRENT HAWKINS	05/06/13	38.48
025476	FIRST ALARM SECURITY	CITY HALL/CORP YARD SECURITY	05/06/13	365.87
025477	FORT DEARBORN LIFE INS.	MAY 2013 LIFE INSURANCE PREMIUMS/\$50,000	05/06/13	365.50
025478	GUARDIAN	MAY 2013 DENTAL PREMIUMS	05/06/13	3613.14
025479	J. MICHAEL KLEIN	REIMBURSE LUNCH FOR 5/3/13 MANAGER'S MEETING	05/06/13	120.09
025480	MARK'S BARN AUTO BODY	RUST REPAIR/PAINT FOR P/W TRUCK #8101	05/06/13	2400.00
025481	FREDERICK MENEZES III	MAY 2013 ACCRUAL CASH OUT	05/06/13	3476.41
025482	NAPA AUTO PARTS	2 CASES OF GREASE/BATTERY DEPOSIT CREDIT	05/06/13	141.63
025483	OHIO NATIONAL LIFE	MAY 2013 LIFE INSURANCE PREMIUMS/\$100,000	05/06/13	159.42
025484	PETTY CASH	REPLENISH PETTY CASH	05/06/13	65.10
025485	PITNEY BOWES	REPLENISH POSTAGE MACHINE	05/06/13	500.00
025486	PUBLIC STORAGE	MAY 2013 PRORATED STORAGE THROUGH 5/10/13	05/06/13	156.78
025487	PURE HEALTH SOLUTIONS, INC.	APRIL 2013 DRINKING WATER FOR OFFICE	05/06/13	64.75
025488	CRAIG RIDDELL	2013 WEST END ADVERTISING PAYMENT - MAY	05/06/13	1000.00
025489	DAVID W. JANSEN	POLICE - HP DEVICE ISSUES	05/06/13	126.00
025489	DAVID W. JANSEN	POLICE - PATROL 2 SYSTEM ISSUES	05/06/13	231.00
025489	DAVID W. JANSEN	POLICE - PATROL 2 SYSTEM ISSUES	05/06/13	294.00
025489	DAVID W. JANSEN	POLICE - UPDATES ON SYSTEMS	05/06/13	567.00
025490	CITY OF SEASIDE	START UP FEES FOR TASK FORCE	05/06/13	1000.00
025491	RABOBANK VISA CARD	WEBINAR/ROPE FOR FLAGPOLE	05/06/13	361.56
25461E	NEW YORK LIFE INSURANCE	MAY 2013 LIFE INSURANCE PREMIUMS	05/06/13	115.78
25461A	PERS - MEDICAL	MAY 2013 PERS HEALTH PREMIUMS	05/10/13	7923.56
25461B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 4/30/13	05/10/13	233.80
025492	ACTION COUNCIL MTRY COUNT	9TH ANNUAL FIESTA OF HOPE - 5/23/13	05/13/13	90.00
025493	A.T. & T.	APRIL 2013 POLICE CLETS PHONE LINE	05/13/13	41.15
025494	CAL-AM WATER	APRIL 2013 WATER BILL - NEW CORP YARD	05/13/13	80.68
025495	CANON SOLUTIONS AMERICA, INC.	MARCH 2013 COPY MACHINE USAGE	05/13/13	298.32
025496	CALIFORNIA HIGHWAY	MAY 2013 HIGHWAY CLEAN UP	05/13/13	295.00
' 7	MONTEREY COUNTY WEEKLY	APRIL 2013 CO-OP ADVERTISING	05/13/13	991.00
a	COMCAST	MAY 2013 POLICE INTERNET	05/13/13	127.46
U. 99	HSC BUSINESS SOLUTIONS	APRIL 2013 SUPPLIES	05/13/13	722.24
025500	COMMUNITY PARTNERSHIP FOR	FACE PAINTING FOR 2013 CITY BBQ	05/13/13	250.00
025501	DEL REY OAKS CAR WASH	MARCH 2013 CAR WASHED FOR POLICE	05/13/13	60.00
025502	DYNA CLEAN SERVICES	MAY 5, 2013 OFFICE CLEANING	05/13/13	250.00
025503	HDL COREN & CONE	CREATING BUSINESS LICENSE PAGE 2 APPLICATION	05/13/13	420.00
025504	VINCENT GARCIA	SLIDE/BOUNCE HOUSE/TABLES/CHAIRS FOR 2013 BBQ	05/13/13	1037.00
025505	MICHAEL MASTROIANNI	PETTING ZOO/PONIES FOR 2013 CITY BBQ	05/13/13	750.00
025506	MISSION UNIFORM SERV. INC	APRIL 2013 LAUNDRY SERVICE	05/13/13	652.15
025507	CITY OF MONTEREY	MARCH 2013 FUEL COSTS	05/13/13	2066.61
025507	CITY OF MONTEREY	MARCH 2013 INSPECTIONS/PLAN CHECKS	05/13/13	287.36
025508	MONTEREY TIRE SERVICE, INC	2 REAR TIRES FOR POLICE UNIT 90	05/13/13	298.43
025509	OFFICE DEPOT , INC.	APRIL 2013 SUPPLIES	05/13/13	1177.02
025510	PETTY CASH	REPLENISH PETTY CASH	05/13/13	37.33
025511	RED SHIFT INTERNET SRVCS	MAY 2013 CITY/POLICE DSL	05/13/13	87.94
025512	DAVID W. JANSEN	P/W - INSTALL & CONFIGURE UPS	05/13/13	63.00
025512	DAVID W. JANSEN	POLICE - UPDATES/MAINTENANCE ON PATROL 4	05/13/13	252.00
025513	STEPHEN L. VAGNINI	2013 CITY BBQ BAND/RED BEANS & RICE	05/13/13	500.00
025514	TROIA DAIRY DISTRIBUTING	2013 CITY BBQ - ICE CREAM	05/13/13	183.84
25461C	PUBLIC EMPLOYEES RET. SYS	APRIL 2013 PERS RETIREMENT CONTRIBUTIONS	05/15/13	50548.16
25461F	RABOBANK	200 DEPOSIT SLIPS FOR CITY CHECKING ACCOUNT	05/17/13	49.39
025515	ANTHEM BLUE CROSS	DEVON LAZZARINO ID# 674A52053	05/20/13	514.00
025516	A&R PLUMBING, INC	REPLACE FILL VALVE IN WOMEN'S RESTROOM	05/20/13	121.14
025517	AT&T	APRIL 2013 TELEPHONE BILLS	05/20/13	771.13
025518	A.T. & T.	APRIL 2013 POLICE CLETS PHONE LINE	05/20/13	41.15
025519	AZTEC TECHNOLOGY CORP.	20 FOOT STORAGE CONTAINER FOR P/W	05/20/13	2582.28
025520	BALESTERI UNLIMITED CATERING,	MAY 18, 2013 CITY BBQ CATERING	05/20/13	6095.25
025521	ANTHEM BLUE CROSS	FREDERICK MENEZES ID# 821A71622	05/20/13	655.19
025522	RONALD BROWN	2 POSSUMS CAPTURED	05/20/13	150.00
025522	RONALD BROWN	2 SKUNKS/1 POSSUM CAPTURED	05/20/13	225.00
025523	CAL-AM WATER	APRIL 2013 WATER BILL - CITY HALL	05/20/13	62.20
025524	COASTAL FABRICATION COMPANY	BEDLINER/TRUCK RACK FOR P/W TRUCK #8101	05/20/13	4022.55
025525	COMCAST	MAY 2013 P/W INTERNET/CABLE & PHONE	05/20/13	179.09
025526	DAVID'S ELECTRIC	ELECTRICAL WORK ON CITY HALL CONEX STORAGE UNITS	05/20/13	2000.00
025527	ELECTRICAL DISTRIBUTORS CO.	ELECTRICAL SUPPLIES FOR CITY HALL CONEX	05/20/13	11.49
025527	ELECTRICAL DISTRIBUTORS CO.	ELECTRICAL SUPPLIES FOR CITY HALL CONEX	05/20/13	25.93
025527	ELECTRICAL DISTRIBUTORS CO.	ELECTRICAL SUPPLIES FOR CITY HALL CONEX	05/20/13	53.49
025527	ELECTRICAL DISTRIBUTORS CO.	SUPPLIES FOR CITY HALL CONEX ELECTRICAL OUTLETS	05/20/13	228.35
025527	ELECTRICAL DISTRIBUTORS CO.	SUPPLIES FOR CITY HALL CONEX ELECTRICAL OUTLETS	05/20/13	1.58
025528	FASHION STREAKS	T-SHIRTS/DUFFELS FOR 2013 CITY BBQ	05/20/13	1563.30
' 9	HOPE SERVICES	CLEAN UP CREW FOR 2013 CITY BBQ - 5/18/13	05/20/13	532.03
0	VITO GRAZIANO	MAY 2013 ACCRUAL CASH OUT	05/20/13	9538.13
U. 31	HEISINGER BUCK AND MORRIS	APRIL 2013 REIMBURSABLE ATTORNEY COSTS	05/20/13	123.47
025532	HOME DEPOT CREDIT SERVICE	APRIL 2013 SUPPLIES	05/20/13	1752.13
025533	J. MICHAEL KLEIN	REIMBURSE DINNER FOR 5/7/13 BUDGET MEETING	05/20/13	275.00
025534	MARK'S BARN AUTO BODY	RUST REPAIR ON HOOD OF CITY SUV	05/20/13	550.00
025535	MONTEREY COUNTY BUSINESS	MCBC LUNCHEON - 5/24/13	05/20/13	75.00

Date...: Jun 27, 2013  
 Time...: 8:30 am  
 Run by.: Linda Scholink

City of Sand City  
 MAY 2013 ACCOUNTS PAYABLE

Page: 2  
 List: 0000  
 ID #: PYCPDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
025536	MONTEREY COUNTY PARKS	APRIL 2013 RIFLE RANGE RENTAL AT LAGUNA SECA	05/20/13	225.00
025537	CITY OF MONTEREY	MAY 2013 STREET SWEEPING	05/20/13	2097.00
025538	PETTY CASH	REPLENISH PETTY CASH	05/20/13	63.60
025539	PACIFIC GAS & ELECTRIC	APRIL 2013 UTILITY BILLS	05/20/13	2069.15
025540	RETIRED PUBLIC EMPLOYEES ASSOC	MEMBERSHIP RENEWAL - LINDA	05/20/13	27.00
025541	DAVID W. JANSEN	POLICE - TRACNET ISSUES	05/20/13	357.00
025542	SHRED IT- SAN JOSE	APRIL 26, 2013 SHREDDING SERVICE	05/20/13	55.13
025543	STEPHEN L. VAGNINI	REIMBURSE 2013 WEST END EXPENSES	05/20/13	81.24
025544	VERIZON WIRELESS	APRIL 2013 CELL PHONE BILLS	05/20/13	912.77
025545	AMERICAN LOCK & KEY	6 KEYS FOR CITY HALL CONEX STORAGE UNITS	05/28/13	15.30
025546	AT & T	APRIL 2013 POLICE TRACNET PHONE LINE	05/28/13	75.57
025547	BEST BEST & KRIEGER	APRIL 2013 POTENTIAL SEASIDE LITIGATION	05/28/13	11527.45
025548	RONALD BROWN	POSSUM CAPTURED	05/28/13	75.00
025548	RONALD BROWN	POSSUM/SKUNK CAPTURED	05/28/13	150.00
025548	RONALD BROWN	SKUNK CAPTURED	05/28/13	75.00
025549	COMCAST	MAY 2013 CITY HALL INTERNET/COUNCIL TV	05/28/13	72.83
025550	CONSOLIDATED ELECTRICAL	FENDER WASHERS FOR CITY HALL CONEX STORAGE UNITS	05/28/13	11.12
025550	CONSOLIDATED ELECTRICAL	PLUGS FOR CITY HALL CONEX STORAGE UNITS	05/28/13	11.40
025551	CREEGAN & D'ANGELO	APRIL 2013 ENGINEER SERVICES	05/28/13	3293.25
025552	DEL REY OAKS CAR WASH	APRIL 2013 CAR WASHES FOR POLICE	05/28/13	40.00
025553	ELECTRICAL DISTRIBUTORS CO.	ELECTRICAL SUPPLIES FOR CITY HALL CONEX STORAGE	05/28/13	54.35
025553	ELECTRICAL DISTRIBUTORS CO.	ELECTRICAL SUPPLIES FOR CITY HALL CONEX STORAGE	05/28/13	95.59
025553	ELECTRICAL DISTRIBUTORS CO.	EXCHANGE CITY HALL CONEX STORAGE LIGHT	05/28/13	2.43
025554	HOPE SERVICES	APRIL 2013 CLEAN UP CREW	05/28/13	3723.09
025555	THE HERALD	52 WEEK SUBSCRIPTION FOR CITY HALL	05/28/13	243.17
025556	MRWMD	APRIL 2013 REFUSE CHARGES	05/28/13	310.09
025557	NCCCA	6/21/13 NCCCA MEETING - LINDA	05/28/13	10.00
025558	PETTY CASH	REPLENISH PETTY CASH	05/28/13	108.88
025559	PACIFIC MUNICIPAL CONSULT	APRIL 2013 WEB HOSTING FEE	05/28/13	160.00
025560	DAVID W. JANSEN	POLICE - PATROL 2 ISSUES	05/28/13	315.00
025561	RYAN RANCH PRINTERS	5,000 BUSINESS CARD MASTERS	05/28/13	252.24
025561	RYAN RANCH PRINTERS	LETTERHEAD/ENVELOPES/BUSINESS CARD IMPRINTS	05/28/13	700.38
025562	UNITED RENTALS NORTHWEST INC.	BOOM RENTAL FOR CITY HALL FLAGPOLE	05/28/13	701.46
025563	CALIFORNIA STATE DISBURSEMENT	MAY 2013 CHILD SUPPORT - HUBLER	05/31/13	649.88
025564	CALPERS 457 PLAN	MAY 2013 PERS 457 CONTRIBUTIONS	05/31/13	9850.00
025565	CALIFORNIA STATE DISBURSEMENT	MAY 2013 CHILD SUPPORT - MENEZES	05/31/13	51.00
25461D	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 5/16/13	05/31/13	31.25

Grn-Total:  
 Ttl-Count: 127

163391.47

# Successor Agency

REPORT.: 06/27/13  
 RUN....: 06/27/13  
 Run By.: LINDA

SUCCESSOR AGENCY  
 Balance Sheet Report  
 ALL FUND(S)

PAGE: 001  
 ID #: GLBS  
 CTL.: SUC

Ending Calendar Date.: May 31, 2013      Fiscal (11-13)

Assets

			Acct ID
			-----
General Fund Checking Account	-199,103.25	10	1002
Debt Service Checking Account	787,837.36	40	1002
Cash Clearing Checking Account	20.01	99	1002
Debt Service Tax Increment Account	645,919.79	40	1005
Debt Service Sales and Use Tax Account	228,282.26	40	1006
Capital Improv. 2008 TAX EXEMPT CD #6998114883	30.62	30	1025
Debt Service 2008 TAX EXEMPT CD #6998114883	524,794.00	40	1025
Debt Service 2008 TAX EXEMPT CD # 535671579	530,111.23	40	1026
Debt Service 2008A RESERVE ACCOUNT	694,700.24	40	1060
Debt Service 2008A Debt Service Fund	1.02	40	1062
Debt Service 2008B Reserve Account	124,195.30	40	1070
Debt Service 2008B Cost of Issuance	0.02	40	1071
General Fund Cash Balance	-19.77	10	1099
Debt Service Cash Balance	39.78	40	1099
Cash Clearing Cash Balance	-20.01	99	1099
Debt Service Land	2,525,709.76	40	1291
Debt Service FURNITURE AND FIXTURES	40,218.25	40	1293
Debt Service SIGNS AND LANDSCAPING	182,630.99	40	1297
Debt Service ACCUMULATED DEPRECIATION	-188,515.75	40	1300
General Fixed ACCUMULATED DEPRECIATION	-1,304.94	60	1300
----->			
Total of Assets		5,895,526.91	5,895,526.91
			=====

Liabilities

			Acct ID
			-----
Debt Service REFUNDABLE FEES	1,455,000.00	40	2045
Debt Service GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Debt Service LOAN PAYABLE-HOUSING	685,052.00	40	2452
Debt Service LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Debt Service ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Debt Service SERIES A BONDS	6,275,000.00	40	2480
Debt Service SERIES B BONDS	1,795,000.00	40	2485
----->			
Total of Liabilities		19,940,876.33	

FUND Balances

			Acct ID
			-----
Debt Service Unappropriated Fund Balance	-18,889,577.22	40	3400
CURRENT EARNINGS	4,844,227.80		
----->			
Total of FUND Balances		-14,045,349.42	5,895,526.91
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	05-13	05/31/13	00089	C	Mis	PRP01	PROPERTY TAX INCREMENT MAY 2013 INTEREST Receipt Date: 05/31/13 RABOBANK Issued..: TO (DEVON ) May 31 2013 08:48 am Devon Lazzarino	Db: 40 1005	151.36
								Cr: 40 4450 00	
			00090	C	Mis	SAL01	SALES & USE TAX MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK	Db: 40 1006	53.01
								Cr: 40 4440 00	
			00091	C	Mis	BND04	Issued..: TO (DEVON ) May 31 2013 08:51 am Devon Lazzarino 3 MONTH TAX EXEMPT BOND INTEREST MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK	Db: 30 1025	30.62
								Cr: 30 4435 00	
			00092	C	Mis	INTCK	Issued..: TO (DEVON ) May 31 2013 08:55 am Devon Lazzarino INTEREST OF CHECKING MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK	Db: 99 1002	20.01
								Cr: 10 4405 00	
			00093	C	Mis	INTCK	Issued..: TO (DEVON ) May 31 2013 09:00 am Devon Lazzarino INTEREST OF CHECKING REVERSE - SHOULD BE FUND 40, NOT 10 Receipt Date: 05/31/13 Paid by: RABOBANK - APRIL 2013 INTEREST	Db: 99 1002	-19.77
								Cr: 10 4405 00	
			00094	C	Mis	INTCK	Issued..: TO (DEVON ) May 31 2013 12:14 pm Devon Lazzarino INTEREST OF CHECKING APRIL 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK	Db: 99 1002	19.77
								Cr: 40 4405 00	
			00095	C	Mis	INTCK	Issued..: TO (DEVON ) May 31 2013 12:16 pm Devon Lazzarino INTEREST OF CHECKING REVERSE - SHOULD BE FUND 40, NOT 10 Receipt Date: 05/31/13 Paid by: RABOBANK - MAY 2013 INTEREST	Db: 99 1002	-20.01
								Cr: 10 4405 00	
			00096	C	Mis	INTCK	Issued..: TO (DEVON ) May 31 2013 12:18 pm Devon Lazzarino INTEREST OF CHECKING MAY 2013 INTEREST Receipt Date: 05/31/13 Paid by: RABOBANK	Db: 99 1002	20.01
								Cr: 40 4405 00	
			00098	C	Mis	MS	Issued..: TO (DEVON ) May 31 2013 12:19 pm Devon Lazzarino SUCCESSOR TAX INCREMENT/REIMBURSEMENT REVERSE - SHOULD BE FUND 40, NOT 10 Receipt Date: 05/31/13	Db: 10 1002	-26197.33
								Cr: 10 4990 00	
						Mis MS	SUCCESSOR TAX INCREMENT/REIMBURSEMENT REVERSE - SHOULD BE FUND 40, NOT 10 Receipt Date: 05/31/13	Db: 10 1002	-172905.92
								Cr: 10 4990 00	
			00099	C	Mis	MS	Issued..: TO (DEVON ) May 31 2013 12:21 pm Devon Lazzarino SUCCESSOR TAX INCREMENT REIMBURSE 1ST-3RD Q ADMIN EXPENSES Receipt Date: 05/31/13	Db: 40 1002	26197.33
								Cr: 40 4990 00	
						Mis MS	SUCCESSOR TAX INCREMENT REIMBURSE 11/1/12 BOND PAYMENT Receipt Date: 05/31/13	Db: 40 1002	172905.92
								Cr: 40 4990 00	
							Issued..: TO (DEVON ) May 31 2013 12:24 pm Devon Lazzarino	Day 05/31/13 Total ---->	255.00
								Period 05-13 Total ---->	255.00
								Register 000 Total ---->	255.00
								Total of All Registers ---->	255.00

REPORT.: Jun 26 13 Wednesday  
RUN...: Jun 26 13 Time: 10:37  
Run By.: Linda Scholink

SUCCESSOR AGENCY  
Month End Payable Activity Report  
Report for 05-13

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

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
05-13	LOZ01 (LOZANO SMITH, LLP)	B30513H	03/31/13	04/30/13	A	150.00	MARCH 2013 LEGAL FEES REGARDING ROPS ITEMS
	.3 VIS01 (RABOBANK VISA)	050613H	05/06/13	06/05/13	A	37.92	BINDER FOR TAX INCREMENT CHECKS
05-13	YEE01 (ANNETTE YEE AND COMPANY)	2013-19H	05/02/13	06/01/13	A	6382.50	12/12 THRU 4/13 FINANCIAL CONSULTING SERVICE

Total of Purchases -> 6570.42

**AGENDA ITEM  
7A**

**CITY OF SAND CITY**

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**STAFF REPORT**

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**JUNE 12, 2013**  
**(For City Council Review on July 2, 2013)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate Planner**

**SUBJECT: Conditional Use Permit Application for Kelly Edwards at 542 Ortiz Avenue for a Coffee Packaging and Distribution Operation**

**BACKGROUND**

An application for a conditional use permit was submitted Kelly Edwards, proprietor of Hale Kai Lana, Inc., for authorization to establish and operate a new coffee packaging and distribution operation within an existing 1,250 square foot commercial unit at 542 Ortiz Avenue, Unit #1 (portion of APN 011-232-018) in Sand City. The site has a zoning designation of Planned-Mixed Use (MU-P) and a General Plan land use designation of Mixed-Use (MU-D). A conditional use permit is required for all new commercial uses within this zoning district. The intended use within an existing building at the subject property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

**Site Description:**

This is a two story mixed-use building of six commercial units with roll-up doors on the ground level and eleven residential units on the upper level. The upper level is accessed via exterior stairways at either end of the building with an open exterior walkway in between. The overall property is 150-feet wide and 75-feet deep. There are 14 on-site perpendicular parking spaces within the 20-foot building setback along the property's Ortiz Avenue frontage, shared between all building tenants. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available. Street improvements (i.e. curb, gutter, sidewalk, drive apron) exist along the property's Ortiz Avenue street frontage in good condition.

**DISCUSSION**

**Project Description:**

The applicant proposes to store and grind coffee beans on-site; then package and ship those items to customers. Most shipments will be small, mostly one to five pound bags of coffee to consumers and slightly larger sizes to commercial clients. The applicant mentioned that they may want to roast coffee beans on-site in the future, but not at this time. Initially, the applicant will be the only employee on-site; however, she expects to eventually expand up to three employees. There are no company vehicles. Materials and



equipment stored and used on-site include general office equipment and coffee packaging equipment, such as a grinder, a heat sealer (for packaging), and a scale. No on-site sales or coffee service are intended.

Land Use: The property has a General Plan land use and Zoning Map designation of "Mixed-Use". The operation will primarily consist of grinding coffee beans, packaging, and shipping. There will be no on-site public service or sales. The Mixed-Use zoning does not specifically address food processing/packaging uses such as the applicant's; however, it does allow (subject to a use permit) uses such as bakeries and brew pubs, which could be considered similar in that they prepare consumables and perform on-site packaging. The use can also be considered "light manufacturing" in that they assemble the various beans for individual packaged products. Based on this, staff finds the proposed coffee distributor compatible with the Mixed-Use zoning for this location.

Operational Hours: The applicant's intended hours of operation will be from 8:00 a.m. to 5:00 p.m. Monday through Friday. As this is a mixed-use building, activities must be considerate of those residential dwellings on the upper level. Considering potential noise from coffee grinding, staff does not recommend hours beyond that proposed by the applicant.

Bean Roasting: The applicant might wish to add on-site coffee bean roasting as part of this operation; however, for the immediate future, bean roasting will be contracted out to another location. The applicant states that on-site roasting would involve installing new ovens. See Exhibit E for more information regarding the coffee bean roasting process.

When 'Morgan's' coffee house operated in Monterey some years back, the Monterey Planning Department stated that there were odor problems due to bean roasting. This problem was resolved with the installation of a catalytic converter. When the Ol' Factory Café operated in Sand City, they too were required to install a catalytic converter as mitigation; however, the roasting was never implemented and did not occur. There is a relatively large concentration of residential dwellings within the applicant's buildings as well as the nearby "Independent" mixed-use building. As the West End District continues to re-invent itself as a mixed-use community, an increase of residential units is anticipated. For this reason, staff does not recommend allowing on-site bean roasting at this time; however, if at some point in the future the applicant wishes to pursue on-site roasting, then an amendment of the use permit should be required to include a review of related impacts and the measures/equipment necessary for sufficient mitigation.

Parking: The applicant will occupy approximately 1,250 square feet, which requires two (2) parking spaces (rounded up) based upon a 1/700 ratio for a manufacturing type use. The property is considered to be an existing non-conforming site in regards to satisfying parking requirements. This mixed use building of eleven (11) residential units and six 1,250 square foot commercial units would need a minimum of thirty-seven

(37) off-street parking spaces (16.5 for the residential units and 10.7 for the service commercial units) to satisfy current parking requirements. The zoning code recognizes non-conforming properties as they exist throughout the "West End District". Zoning Ordinance Section 18.04.380 defines a "non-conforming" use as:

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

This coffee packaging and distribution operation will have limited demand for parking as there will be no public service or patrons at this location. Previous and existing commercial uses of the building have either been storage, manufacturing or service commercial contractors. The latter two uses are subject to the 1/700 parking ratio. Based on these types of previous uses within the building, the applicant's use can be considered consistent in regard to parking.

Loading/Unloading: The schedule and frequency of shipments and deliveries will vary. Packages will typically be through the US Postal Service, UPS, and/or Federal Express. Most shipments will be small in nature, mostly one to five pound bags of coffee to consumers and slightly larger sizes to commercial clients. Inbound shipments of coffee beans will be infrequent. Large truck deliveries, that could impede traffic flow along Ortiz Avenue, are not anticipated. The permit should prohibit loading/unloading activities within the Ortiz Avenue right of way, with exception to those short term (5-minute or less) services such as Federal Express or UPS.

Storage: On-site storage will consist of the coffee bean inventory, packaging materials, and the final packaged product. All storage is intended to be maintained inside the unit; however, the permit should still prohibit outside storage as a condition of approval. There is a trash dumpster maintained on the property under the westerly stairwell for use by all building tenants. The permit should require that waste generated by the applicant's use either be maintained within their unit (except on trash collection days), or disposed of within the community dumpster located under the westerly stairwell on the property. Any new trash and/or recycle dumpsters/bins associated with this use, should not be stored outside.

Impacts: The type and scale of operation proposed is not anticipated to generate excessive detrimental impacts. There will be coffee aroma from the storage and grinding of the coffee beans on-site; and there will be noise generation from the grinding of the beans. The applicant's coffee grinders will be similar to those coffee grinders used by patrons at Costco. Neither odors or noise/vibration from grinding are expected to be at a level that would be detrimental to the residential units above. The noise will be relatively low in comparison to other commercial activities within this building and the surrounding neighborhood. Limiting the operation to only daytime weekday hours will enable a co-existence between the proposed use and the

residential units above. No other impacts are anticipated. Staff recommends the standard conditions regarding nuisance abatement be included in the permit to address any potentially unforeseen problems.

Signs: The applicant states that there will be a business related sign, but provided no information as to the size, location, number, or design at the time of application submission. Establishment of commercial signs on the property requires Design Review Committee (DRC) review and approval prior to installation. The permit should contain language to that effect.

**Water:**

The proposed use is for the packaging and shipping of coffee product, and maintaining an inventory on-site. Coffee roasting is not intended at this immediate time. As there will be no brewing or public service on site, the use qualifies as a Group I commercial manufacturing and warehouse use. The property has a water allocation for Group I commercial uses on the ground level; so no further allocation of water is necessary to accommodate this use. The permit should contain standard language stating that approval of the permit does not grant the applicant any right or privilege to any allocation of water credit.

**Advisory Agencies:**

Information on the proposed project was circulated to the City's advisory agencies. The Monterey County Health Department commented that the applicant must to contact the Health Department for a health permit. Staff recommends this be a condition of permit approval. No other comments were received at the time of this report.

**STAFF RECOMMENDATION**

Based on the information provided by the applicant, staff recommends **APPROVAL** of a conditional use permit for Kelly Edwards authorizing her coffee packaging and distribution business at the subject property.

**Findings:**

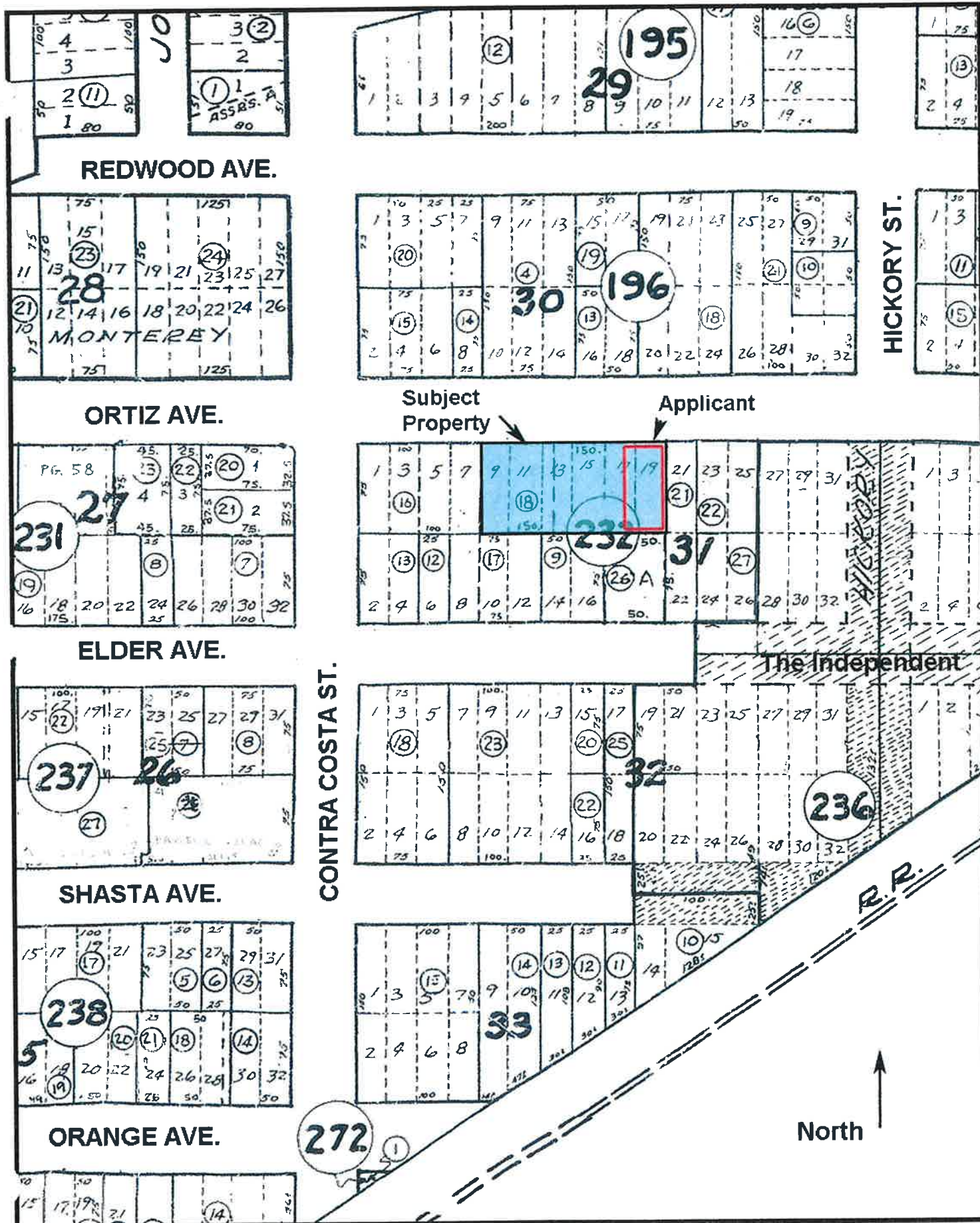
1. The use proposed, as mitigated by recommended conditions of approval, is compatible with the Planned Mixed-Use (MU-P) zoning district and existing neighboring land uses.
2. No allocation of water credit from the City is required for the proposed use.
3. Adequate utilities are available to facilitate the proposed use.
4. No adverse impacts are anticipated from the use as proposed.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

**Exhibits:**

- A. Location Map
- B. Site Plan and Photograph
- C. Applicant's Floor Plan
- D. Applicant's Letter of Intent
- E. Excerpt from Wikipedia - "Coffee Roasting"

**Attachments:**

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



REDWOOD AVE.

ORTIZ AVE.

ELDER AVE.

SHASTA AVE.

ORANGE AVE.

Subject Property

Applicant

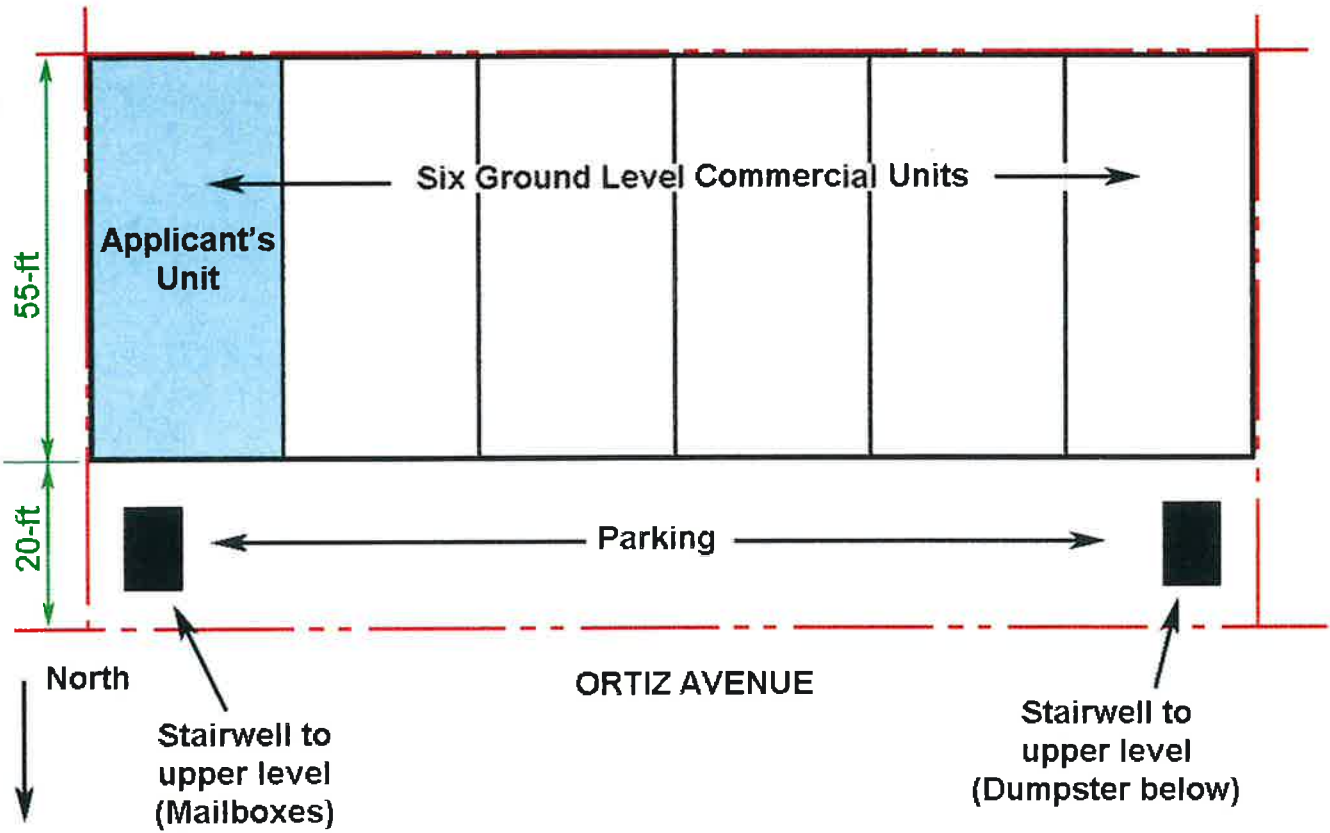
The Independent

R.R.

North

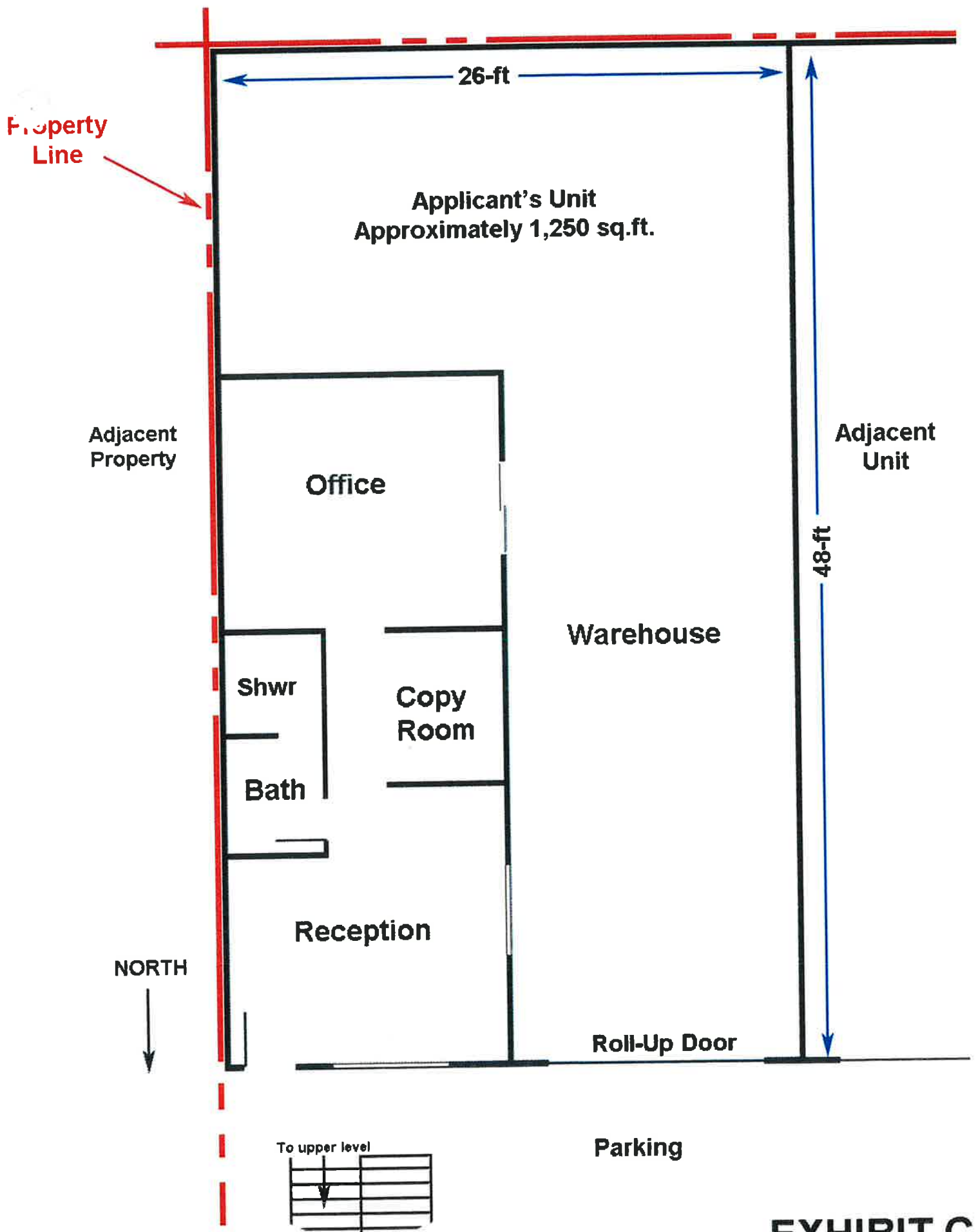
Location Map

EXHIBIT A



**Site Plan and Photograph**

**EXHIBIT B**



**Floor Plan**

**EXHIBIT C**

June 4, 2013

City of Sand City  
Planning Department  
1 Sylvan Park  
Sand City, CA 93955

RE: Conditional Use Permit – Letter of Intent

Address: 542 Ortiz Avenue, Ste. 1,  
Sand City, CA 93955

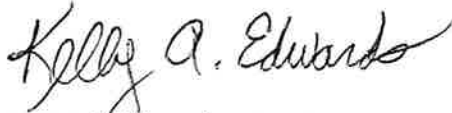
Dear Planning Dept.,

This letter of intent is being submitted for review, along with the other required documents provided to me by the Planning Department. We are a newly formed Kona Coffee Packager and Distributor that is interested in renting the above commercial space for our business operations.

- Hours and Days of proposed operation are Monday through Friday from 8:00am to 5:00pm.
- Currently the number of employees is 1 (myself) with an estimated total of 1-3.
- We do not currently have any company vehicles.
- The schedule, frequency, and method of shipments and deliveries will vary. Typically, deliveries and shipments both inbound and outbound will be via: US Postal Service, UPS and/or Federal Express as most shipments will be smaller in nature, mostly one to five lb. bags of coffee to consumers and slightly larger sizes to commercial accounts. Inbound shipment of green coffee may be delivered via: common carrier but will be infrequent.
- Materials and equipment used for the business include general office equipment, coffee packaging equipment, i.e: grinder, heat sealer, scale.

Thank you in advance for your attention to this matter. Should you have any questions or need further clarification on any of the information provided please feel free to contact me.

Sincerely,



Kelly A. Edwards, Founder  
Halē Kai Lana, Inc.  
P.O. Box 4008  
Monterey, CA 93942  
(808) 557-5698 Cell  
(831) 241-3024 Personal Cell  
Kelly@hklcoffee.com

**EXHIBIT D**

055

# Coffee roasting

From Wikipedia, the free encyclopedia

**Roasting coffee** transforms the chemical and physical properties of green coffee beans into roasted coffee products. The roasting process is what produces the characteristic flavor of coffee by causing the green coffee beans to expand and to change in color, taste, smell, and density. Unroasted beans contain similar acids, protein, and caffeine as those that have been roasted, but lack the taste. Heat must be applied for the Maillard and other chemical reactions to occur.

As green coffee is more stable than roasted, the roasting process tends to take place close to where it will be consumed. This reduces the time that roasted coffee spends in distribution, giving it a longer shelf life. The vast majority of coffee is roasted commercially on a large scale, but some coffee drinkers roast coffee at home in order to have more control over the freshness and flavor profile of the beans.

## Process

The coffee roasting process follows coffee processing and precedes coffee brewing. It consists essentially of sorting, roasting, cooling, and packaging but can also include grinding in larger scale roasting houses. In larger operations, bags of green coffee beans are hand or machine-opened, dumped into a hopper, and screened to remove debris. The green beans are then weighed and transferred by belt or pneumatic conveyor to storage hoppers. From the storage hoppers, the green beans are conveyed to the roaster. Roasters typically operate at temperatures between 240–275 °C (464–527 °F), and the beans are roasted for a period of time ranging from 3 to 30 minutes.<sup>[1]</sup> Initially, the process is endothermic (absorbing heat), but at around 175 °C (347 °F) it becomes exothermic (giving off heat).<sup>[2]</sup> For the roaster, this means that the beans are heating themselves and an adjustment of the roaster's heat source might be required. At the end of the roasting cycle, the roasted beans are dumped from the roasting chamber and cooled with forced air. Sometimes, in large commercial roasters, the beans are first quenched with a fine water mist. Torrefacto is a roasting process used in Spain and parts of Latin America involving the addition of sugar.

## Equipment

The most common roasting machines are of two basic types: drum and hot-air, although there are others including packed bed, tangential and centrifugal roasters. Roasters can operate in either batch or continuous modes. Home roasters are available but less common, and tend to be expensive and time consuming.



Commercial drum type coffee roaster



Light roasted coffee beans



Dark roasted coffee beans



Drum machines consist of horizontal rotating drums that tumble the green coffee beans in a heated environment. The heat source can be supplied by natural gas, liquefied petroleum gas (LPG), electricity, or even wood. The most common employ indirectly heated drums where the heat source is under the drum. Direct-fired roasters are roasters in which a flame contacts the beans inside the drum; very few of these machines are still in operation.

Hot-air roasters (<http://www.coffeeroastersclub.com/content/21-video-of-javapro-crc-air-fluid-bed-roaster-in-operation>) force heated air through a screen or perforated plate under the coffee beans with sufficient force to lift the beans. Heat is transferred to the beans as they tumble and circulate within this fluidized bed.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 564 FOR KELLY EDWARDS' COFFEE  
PACKAGING AND DISTRIBUTION OPERATION AT 542 ORTIZ AVENUE**

**WHEREAS**, Kelly Edwards, proprietor of Hale Kai Lana, Inc., submitted an application to the City of Sand City for conditional use permit approval to operate a coffee packaging and distribution operation within an existing 1,250 square foot commercial unit at 542 Ortiz Avenue, Unit #1 (portion of APN 011-232-018) in Sand City; and

**WHEREAS**, the proposed operation, at the described scale and intensity, is considered compatible with this mixed-use neighborhood of the West End District, as defined by the City's General Plan and Zoning Ordinance; and

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

**WHEREAS**, the approved commercial use, within the subject building, will not require an allocation of water under the current regulations of the Monterey Peninsula Water Management District (M.P.W.M.D.); and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2013, has found and determined that the proposed use, as conditioned, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein; and therefore, Conditional Use Permit 564 shall be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit 564 as outlined in the City Staff Report, dated June 12, 2013.

**NOW THEREFORE**, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 564 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 564 is not valid, and the project shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City's Planning Department.
2. Conditional Use Permit (CUP) 564 is for the express purpose of authorizing a coffee grinding, packaging, and distribution operation within an approximate 1,250 square

foot unit on the ground level at 542 Ortiz Avenue, Unit 1 (portion of APN 011-232-018) in Sand City. There shall be no commercial brewing for on-site sale or public service at this location. There shall be no expansion to the scope or intensity of this operation, beyond those uses authorized by CUP 564, without either an amendment of said Permit or the issuance of a new permit.

3. Hours of Activity: The Permit approved operation shall only occur between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Office activity is allowed beyond this restriction provided such activity does not pose a nuisance.
4. Bean Roasting: If the applicant intends to conduct on-site coffee bean roasting, an amendment of CUP 564 shall first be considered and approved by the City Council prior to any on-site bean roasting on the property, to evaluate and impose any mitigation necessary to abate potential impacts related to bean roasting.
5. Parking: Of the existing fourteen (14) on-site parking spaces on the property, a minimum of two (2) spaces along this frontage shall be counted towards satisfying parking requirements for the applicant's operation. The applicant shall not park and/or store any vehicles within any of the on-site parking spaces during non-operational hours (see Condition No. 3) to enable residential parking of those spaces during non-operational evening and weekend hours. There shall be no double parking or blocking of the property's driveway apron at any time.
6. Loading / Unloading: Loading and unloading of items associated with the applicant's business shall be restricted to the on-site parking area in front of the applicant's unit. Loading/unloading shall occur only during Permit authorized hours of operation. There shall be no loading or unloading activities related to this approved use within any street right-of-way or on neighboring properties unless otherwise authorized by CUP 564. Deliveries via short-term (approximately 5-minute or less) drop-off/pick-up services, such as Federal Express, UPS, or the like are exempt.
7. Storage: There shall be no storage of any material, equipment, packaging, crate, pallet, inventory, or any other item associated with this use outside the building. All storage for this use shall be maintained within the building unless otherwise authorized by the City or allowed by CUP 564.
8. General Waste: Trash, litter, boxes, crates, debris, or other used and/or discarded materials generated by this operation shall be stored in an appropriate waste collection bin or dumpster. Said dumpsters and/or bins shall be maintained within the building except on a designated trash collection day. The applicant may utilize the existing trash dumpster on the property located below the westerly stairwell that is currently used by all tenants. The applicant shall implement recycling, where feasible, as part of this operation's regular routine.

9. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. The applicant and/or property owner shall be responsible for maintenance and upkeep of the applicant's leased area for the duration of the allowed use.
10. Signs: Any sign on the subject property, identifying the approved use at this location, shall be reviewed and approved by the Sand City Design Review Committee (DRC) prior to the establishment of any sign at this site. The applicant shall not place any free-standing sign anywhere within City limits without Community Development Director approval.
11. Water: Approval of Conditional Use Permit 564 does not grant the applicant and/or property owner any right and/or privilege to any allocation of water credit by the City of Sand City.
12. Water Runoff: This operation shall not create water run-off within the City in accordance with the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises or in the street by the applicant.
13. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency, the Monterey Bay Unified Air Pollution Control District, and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
14. Health Department: The applicant shall contact the Monterey County Health Department and obtain any permit and/or documentation required by the Health Department related to the use authorized by CUP 564, prior to commencement of operation at the subject property. Evidence of Health Department approval shall be provided to the Sand City Planning Department prior to commencing operation.
15. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to neighboring units or surrounding properties. This operation shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, and/or other negative impacts that this operation may or will generate. The applicant shall be considered responsible for the impacts created by this operation. If the City Council finds at any time that any activity of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such activity 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, necessary to abate negative impacts generated by this use may be adequate grounds for the City to amend or terminate CUP 564. Failure to comply with such direction may result in the revocation of CUP 564.

16. Termination / Amendment: If the City determines that any term or condition of CUP 564 has been violated, written notice shall be issued, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider either amending or revoking CUP 564, and may then order said Permit amended or revoked.
17. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 564 shall be resolved by the Community Development Director.
18. The issuance of CUP 564 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
19. Business License: The applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the approved use within Sand City. Failure to maintain a current business licence may be sufficient grounds for termination of CUP 564.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_ day of July, 2013, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
 This is to certify that the Conditional Use Permit (CUP) 564 contain the conditions specified by the City Council in approving said Permit.

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

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

**Signatures continued from previous page.**

**APPLICANT ACCEPTANCE (CUP 564)**

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

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

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

**Applicant**

**CONSENT OF OWNER (CUP 5634)**

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

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

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

**Property Owner**

**AGENDA ITEM  
7B**

# CITY OF SAND CITY

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## STAFF REPORT

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**JUNE 19, 2013**  
**(For City Council Review on July 2, 2013)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate Planner**

**SUBJECT: Conditional Use Permit for Anthony Spencer at 825 California Avenue Allowing an Interior Design Studio Office & Showroom**

### **BACKGROUND**

An application for a conditional use permit was submitted by Anthony Spencer, proprietor of 'The Design Group', for authorization to establish his office and showroom for his interior design studio within an existing 850 square foot structure at 825 California Avenue (portion of APN 011-135-024) in Sand City. The subject property is within the designated "South of Tioga" Planning District, of which the property owner is also the potential future developer. The property is located within a non-coastal Manufacturing (M) zoning district with a dual General Plan land use designation of Regional Commercial (C-4) and Mixed-Use Development (MU-D). The intended use at the subject property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

### **Site Description:**

The subject building is an approximate 850 square foot 1-story 2-bedroom residential dwelling that has been vacant for the past few months. The applicant's area is only a portion of a larger parcel that is fenced off. The structure is set back about 12 to 18 inches from the front sidewalk, and has an approximate 15-foot deep concrete paved rear yard. There is a concrete drive along the east side of the house, of sufficient depth to accommodate two tandem parked vehicles. The applicant intends to repaint the structure white with black trim. Curb, gutter, sidewalk, and driveway apron along this property's frontage are in good condition. Utilities (i.e. electric, sewer, water, etc.) are existing to service this structure.

### **DISCUSSION**

#### **Project Description:**

The applicant proposes to establish an office for his interior design studio with a showroom and accessory storage. The showroom will be for sample displays of materials and products. The applicant will be the only employee on-site. The site will not be subject to



“walk-ins” by the public, rather client meetings on-site are by appointment only. Storage will consist of furniture and house decorum accessories. The main inventory is stored within a warehouse in Santa Barbara, and only selected items for Peninsula clients will be displayed and stored at the Sand City site.

Land Use: The property has a Zoning Map designation of “Manufacturing”; however, the General Plan Map designates the site as “Regional Commercial” and “Mixed-Use”. The site is also within the South of Tioga Project Area. Conversion of an existing residential dwelling for commercial activity requires conditional use permit approval, per Section 18.70.120 of the Zoning Ordinance. Furthermore, the inconsistency between the General Plan land use map and the Zoning Ordinance Map requires a use permit. A limited scale 1-man office operation, as the one proposed, is compatible with the aforementioned land use designations and the surrounding neighborhood.

Operational Hours: The applicant’s intended hours of operation will be 9:00 a.m. to 5:00 p.m. Monday through Saturday. This is compatible with the neighboring commercial uses. Office activity beyond these hours is also acceptable provided the site is closed to the public. Any loading/unloading activities should only occur within the 9-to-5 time slot.

Parking: The driveway width is shy several feet to provide side-by-side parking; however, the driveway is of adequate depth for two (2) tandem parked vehicles. An office use of 850 square feet requires three (3) on-site parking spaces (rounded up) based upon a 1/300 parking ratio, and a service commercial use requires two (2) parking spaces (rounded up) based upon a 1/700 parking ratio. The service commercial parking ratio of 1/700 has been previously applied to showroom uses in the West End District. The only employee on-site will be the applicant himself who will need one space. Client visitations are by “Appointment Only” and the site is not to be opened to “drop-in” patronage. Therefore, one additional space is needed for those appointment times, provided that appointments do not coincide or overlap. Based on this, the existing two on-site tandem parking spaces are sufficient to accommodate the anticipated parking demand for the proposed use; although tandem parking is not an ideal arrangement. Furthermore, there is adequate street curb along the frontage to accommodate one (1) curbside parking space; however, due to parking demand in the neighborhood, there is no guarantee that this space will be vacant during business hours on a regular basis.

Loading/Unloading: The applicant states that his primary inventory is kept in a warehouse in Santa Barbara. All manufacturers and distributors ship to that warehouse. Only those items targeted for Peninsula clients will be brought up from that warehouse to the Sand City location or directly to client addresses. This will be facilitated by either a small truck or van. Semi-trucks will not make deliveries to the Sand City location. There will be shipments via UPS, Federal Express, or USPS for quick drop off packages; which is not anticipated to impose upon traffic circulation. Loading/unloading activities should only occur within daytime business hours, which should be a condition of permit approval.

Storage: The applicant states that he will have furniture, materials, and home decorum accessories stored and on display within the structure. There will be no outside storage, with exception to a patio/garden display in the rear yard. This should be included as a condition of permit approval.

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

Signs: The applicant intends to place a small sign in the window. Signs are subject to Design Review Committee (DRC) review and approval prior to the placement of any sign. Acquisition of a sign permit from the DRC should be included as a condition of use permit approval.

**Water:**

The property has water allocated based upon it being a residential use. The structure has one kitchen and one bathroom, which equates 0.087 acre-feet for the interior fixtures (landscaping factor excluded). The proposed office use is a Group I Category use in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations; and would require 0.0595 acre-feet, for which the property currently has allocated. Therefore, no additional water allocation is necessary to accommodate the proposed use. The permit should contain standard language stating that approval of the permit does not grant the applicant any right or privilege to any allocation of water credit.

**Advisory Agencies:**

Information on the proposed project was circulated to the City's advisory agencies. Comments received from the Fire Department and Monterey County Health Department expressed no concern. No other comments were received at the time of this report.

**Time Limit:**

As with other use permits within the designated South of Tioga Project Area, staff recommends an approval of this application include an approximate one (1) year time limit to expire on July 31, 2014 (to coincide with the 90-day renewals of other permits in the area), with the possibility of ninety (90) day time extensions thereafter. The developer for the South of Tioga project is also the property owner.

**STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the conditional use permit, authorizing the applicant's temporary use at the subject property until July 31, 2014 with the possibility of 90-day time extensions thereafter until comprehensive development of the area is ready to proceed.

Findings:

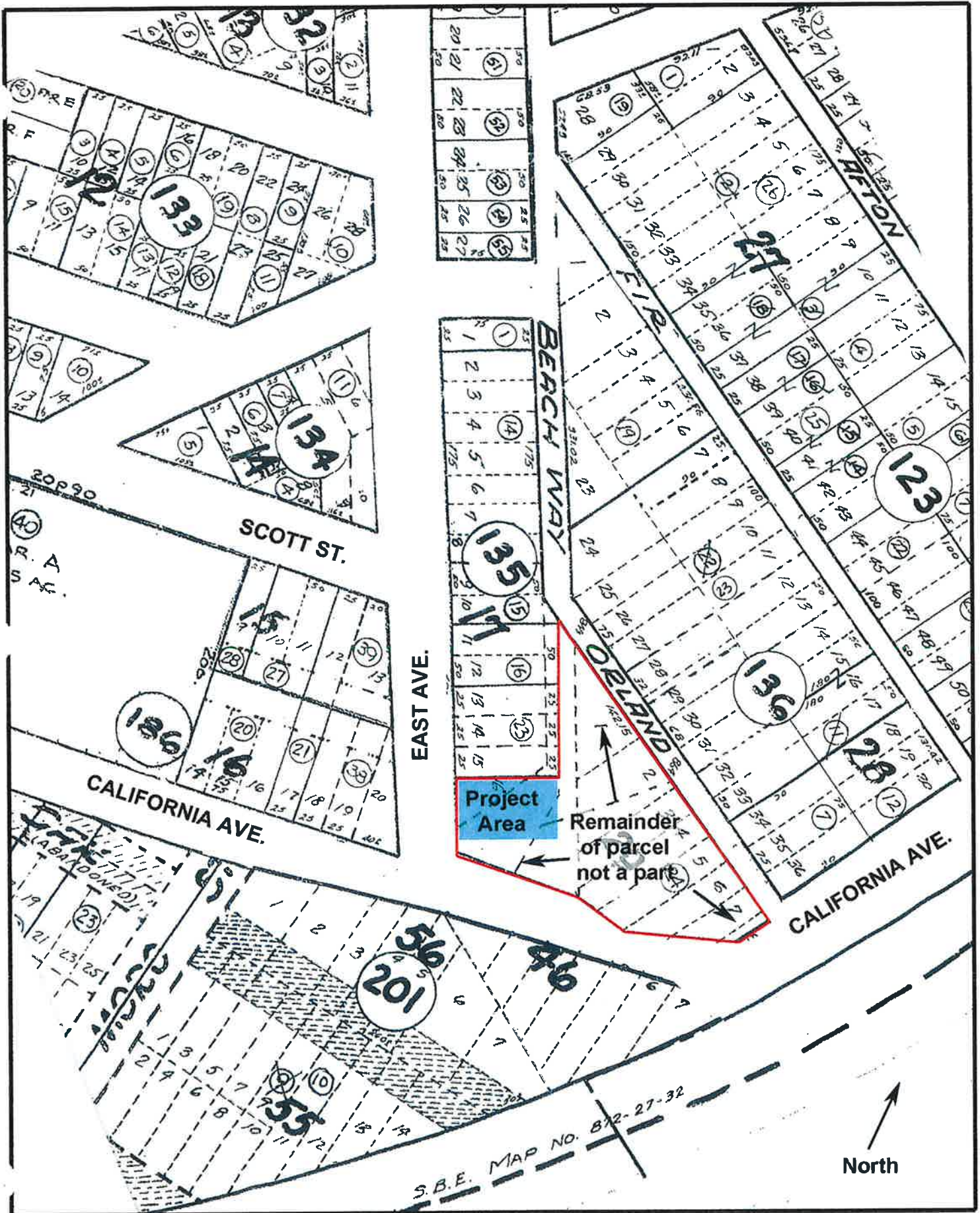
1. The proposed use at the intended scale, and as conditioned by the Permit, is compatible with land use designations of the City's General Plan and Zoning Ordinance Map and the existing neighboring land uses.
2. The property can accommodate sufficient on-site parking for the proposed limited scale use, as conditioned.
3. No allocation of water credit is required for the proposed use.
4. The proposed use of the subject property is acceptable as a temporary interim use within this targeted planning development area until such time as the South of Tioga Project is ready to proceed.
5. The project qualifies as a categorical exemption, under State CEQA Guidelines, Section 15304

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site and Floor Plan
- D. Site Photograph

Attachments:

1. Draft Resolution to approve a conditional use permit



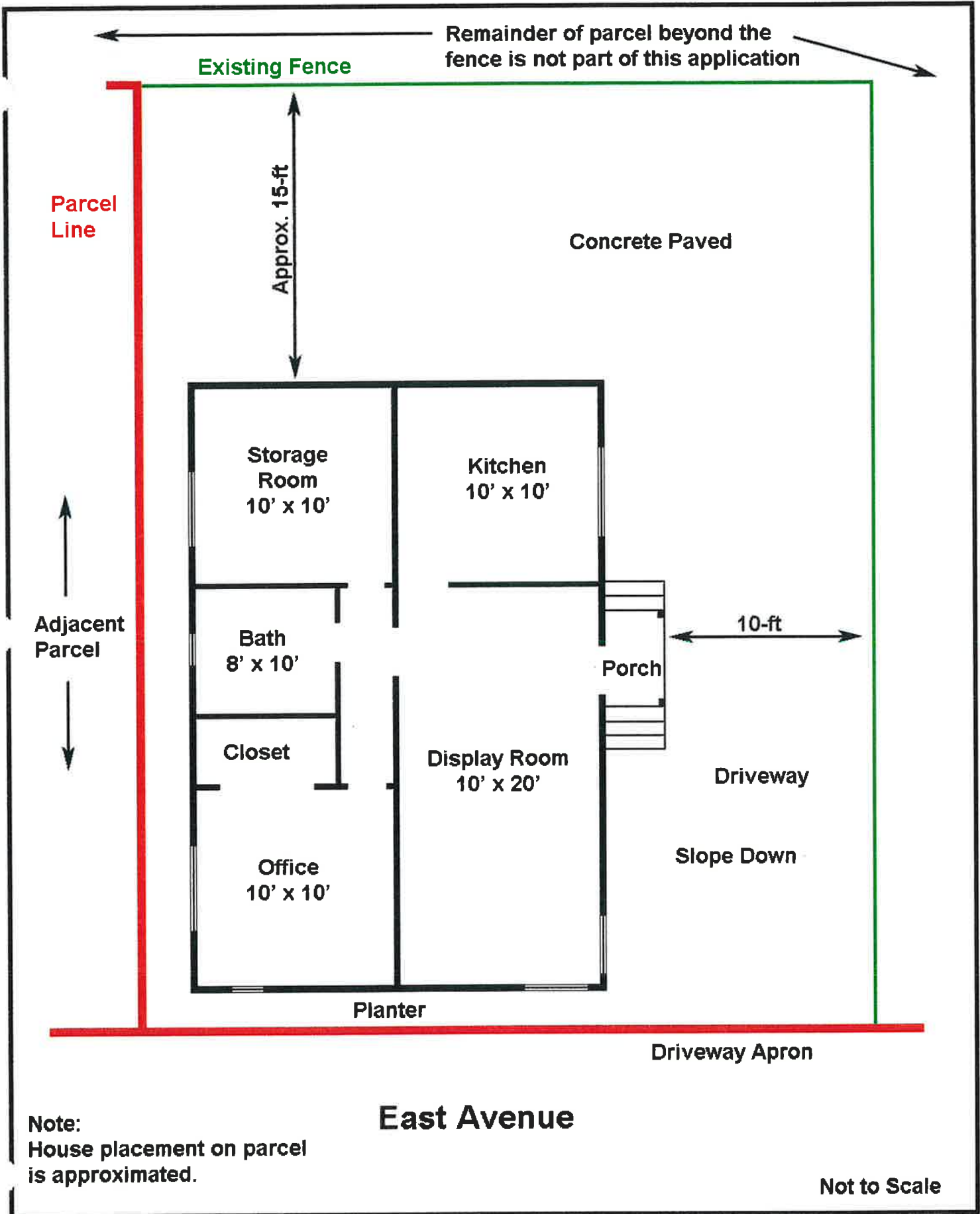
Location Map

EXHIBIT A



**Aerial Map**

**EXHIBIT B**



# Site & Floor Plan



Quonset Hut  
structure not on  
the applicant's site

East Avenue

**Site Photograph**

**EXHIBIT D**

071

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 565 FOR A DESIGN STUDIO SHOWROOM AND  
OFFICE FOR ANTHONY SPENCER AT 825 CALIFORNIA AVENUE**

**WHEREAS**, Anthony Spencer submitted an application to the City of Sand City for conditional use permit approval to establish and operate a design studio office and showroom with accessory on-site storage within an approximate 850 square foot structure at 825 California Avenue (portion of APN 011-135-024) in Sand City; and

**WHEREAS**, the proposed design studio office and showroom, at the described scale and intensity, are considered compatible with this manufacturing district of the South of Tioga Planning Area, as defined by the City's General Plan and Zoning Ordinance; and

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

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

**WHEREAS**, the approved commercial use, within the subject building, will not require an allocation of water under the current regulations of the Monterey Peninsula Water Management District (M.P.W.M.D.); and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2013, has found and determined that the proposed use, as conditioned, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein; and therefore, Conditional Use Permit 565 shall be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit 565 as outlined in the City Staff Report, dated June 19, 2013.

**NOW THEREFORE**, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 565 upon the following terms and conditions:



1. Conditional Use Permit (CUP) 565 is not valid, and the project shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City's Planning Department.
2. Conditional Use Permit (CUP) 565 is for the express purpose of authorizing an office for an interior design studio with showroom and storage within an approximate 850 square foot structure at 825 California Avenue (portion of APN 011-135-024) in Sand City. The rear yard area (excluding that area assigned for on-site parking) may be used to display outdoor or garden related items. Client visitation to the site shall be "By Appointment Only" where appointment times do not coincide or overlap. There shall be no on-site manufacturing, woodworking, metal working, or other such activities on site. There shall be no expansion to the scope or intensity of this operation, beyond these uses authorized by CUP 565, without either an amendment of said Permit or the issuance of a new permit.
3. Termination / Amendment: Conditional Use Permit 565 shall expire on July 31, 2014, subject to discretionary 90-day time extensions thereafter. Upon expiration or termination of CUP 565, the applicant shall immediately vacate the property. Furthermore, if the applicant violates any term, condition, and/or requirement of CUP 565, a public hearing may be scheduled by the City to consider amending or revoking said Permit. The applicant and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate said Permit.
4. Temporary Use Acknowledgment: The applicant's signature of acceptance to the conditions and terms of CUP 565 shall signify the applicant's understanding and acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that use on this site may be terminated by development of the property, and 3) the applicant shall waive any right to relocation assistance as they are entering this site of their own volition after being informed that their use is temporary until development commences.
5. Hours of Activity: Authorized hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Saturday. Office activity beyond these hours is authorized for the applicant's use provide the site is not open to the public and there are no clientele appointments scheduled after 5:00 p.m. or before 9:00 a.m. Monday through Saturday. Loading/unloading activities shall only occur within the 9-to-5 time slot.
6. On-Site Parking: The side concrete driveway shall remain free and clear to provide a minimum of two (2) tandem parking spaces. At no time shall this parking area be used for any purpose that impedes vehicle parking, with exception to loading/unloading activities. Due to limited on-site parking, all client visitations to the site shall be "By Appointment Only", and such appointments shall not have the same or overlapping time assignments.

7. Loading / Unloading: Loading and unloading of items associated with this use may utilize either the curbside parking in front of the subject property or the on-site parking area. At no time shall loading/unloading activities impede traffic circulation on any public street. Short term (approximately 5-minute) loading/unloading via private shipment companies (i.e. Federal Express, UPS, USPS, etc.) is allowable, so long as it does not impede traffic circulation. Loading/unloading activities shall only occur within CUP 565's authorized hours of activity (see Condition No. 5).
8. Storage: There shall be no storage of any inventory item, or other material, equipment, packaging, crate, pallet, vehicle, debris, or other item associated with this use outside the building unless otherwise allowed by CUP 565. The rear yard area (excluding that area assigned for on-site parking) may be used for display of outdoor or garden related items; however, this does not include the stockpiling of inventory for storage.
9. Signs: Any sign on the subject property, identifying the approved use at this location, shall be reviewed and approved by the Sand City Design Review Committee (DRC) prior to the establishment of any sign at this site. The applicant shall not place any free-standing sign anywhere within City limits without Community Development Director approval.
10. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. The applicant and/or property owner shall be responsible for maintenance and upkeep of the applicant's leased area for the duration of the allowed use.
11. Waste: Trash, litter, boxes, crates, debris, or other used and/or discarded materials generated by this operation shall be stored in an appropriate waste collection bin or dumpster. Said dumpsters and/or bins shall be maintained at the rear yard of the property. Bins and/or dumpsters shall not be stored in the street except on trash collection days. The applicant shall implement recycling, where feasible, as part of this operation's regular routine.
12. Water: Approval of Conditional Use Permit 565 does not grant the applicant and/or property owner any right and/or privilege to any allocation of water credit by the City of Sand City.
13. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises or within the street by the applicant.
14. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency, and Monterey County Health

Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security and law enforcement shall be implemented to the satisfaction of the City's Police Chief.

15. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be considered responsible for the impacts created by his operation. The applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City, necessary to abate negative impacts generated by this use may be adequate grounds for the City to amend or terminate CUP 565. Failure to comply with such direction may result in the revocation of CUP 565.
16. Notice of Violation: If the City determines that any term or condition of CUP 565 has been violated, written notice shall be issued, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CUP 565, and may then order said Permit amended or revoked.
17. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 565 shall be resolved by the Community Development Director.
18. The issuance of CUP 565 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
19. Business License: The applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the approved use within Sand City. Failure to maintain a current business licence may be sufficient grounds for termination of CUP 565.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_ day of July, 2013, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Signatures on following page...

Signatures from previous page...

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
This is to certify that the Conditional Use Permit (CUP) 565 contain the conditions specified by the City Council in approving said Permit.

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

**APPLICANT ACCEPTANCE (CUP 565)**

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

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

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

**CONSENT OF OWNER (CUP 565)**

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

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

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

**AGENDA ITEM  
9A**



# MONTEREY BAY DIVISION MEETING

## Monday July 8<sup>th</sup>

### Monterey Bay Division

- Capitola
- Carmel-By-The-Sea
- Del Rey Oaks
- Gonzales
- Greenfield
- Hollister
- King City
- Marina
- Monterey
- Pacific Grove
- Salinas
- San Juan Bautista
- Sand City
- Santa Cruz
- Scotts Valley
- Seaside
- Soledad
- Watsonville

### Bayonet & Black Horse 1 Golf Club Rd Seaside

#### Directions:

From HWY 1 exit 406, take ramp right and follow signs for Lightfighter Dr Bear right onto Light Fighter Dr. Keep right toward Gen Jim Moore Blvd. Bear right onto Gen Jim Moore Blvd. Turn right onto McClure Way

From CA-68 E / Monterey Salinas Hwy. Keep straight onto CA-68 / Monterey Salinas Hwy. Turn left onto CA-218 / Canyon del Rey Blvd / Canyon del Rey Rd Turn right onto Gen Jim Moore Blvd. Turn left onto McClure Way

5:30 p.m. no host social time

6:00 p.m.

CALL TO ORDER

TREASURER'S REPORT

LEAGUE BOARD REPORT

NOMINATING COMMITTEE REPORT

*Division President Victor Gomez*

*Division Treasurer Geri Johnson*

*Director Stephany Aguilar*

*Division President Victor Gomez*

## Mark Stone Assembly member District 29



**Please RSVP by Wednesday, July 3<sup>rd</sup> to Rosa @**

**[RSalcedo@ci.seaside.ca.us](mailto:RSalcedo@ci.seaside.ca.us) / 899-6703**

**Cost: \$25 dinner buffet payable at the door with checks to  
LOCC - Monterey Bay Division  
or mailed in advance**

**attn: Geri Johnson, Hollister City Hall - 375 5<sup>th</sup> St., Hollister, CA 95023**

DU E TO THE ADVANCE PREPARATION NEEDED OF OUR CATERERS CANCELLATIONS AFTER 07/03/13 WILL BE BILLED

LEAGUE  
OF CALIFORNIA  
CITIES

#### 2013

#### Division Officers

**Victor Gomez**  
President

Mayor, City of Hollister

**Stephany Aguilar**

Director

Councilmember, City of Scotts Valley

**Ralph Rubio**

1<sup>st</sup> Vice- President

Mayor, City of Seaside

**Scott Funk**

2<sup>nd</sup> Vice- President

Council member, City of Gonzales

**Secretary / Treasurer**

Geri Johnson

City of Hollister

(831) 636-4304

[geri.johnson@hollister.ca.gov](mailto:geri.johnson@hollister.ca.gov)

#### LOCC Regional

#### Public Affairs Manager

Deanna Sessums

Monterey Bay

(831) 429-6605

[dsessums@cacities.org](mailto:dsessums@cacities.org)

#### 2013 Meeting Schedule

March 11<sup>th</sup> @ 5:30 p.m.

April 24<sup>th</sup> Leg Action Days

Sacramento

May 13<sup>th</sup> @ 5:30 p.m.

July 8<sup>th</sup> @ 5:30 p.m.

Sept 18-20<sup>th</sup> Annual Conference

Sacramento

Dec. 9<sup>th</sup> @ 5:30 p.m.

*Brown Act Reminder: The League of California Cities Board of Directors has a policy of complying with the spirit of open meeting laws. Generally, off-agenda items may be taken up only if: Two-thirds of the division members find that a need for immediate action exists and that the need to take action came to the attention of the division after the agenda was prepared. (Note: If fewer than two-thirds of the division members are present, taking up an off-agenda item requires a unanimous vote); or a majority of the division finds an emergency exist, e.g., work stoppage or disaster. A majority of a city council may not, according to the Brown Act, discuss specific substantive issues among themselves at League meetings. Any such discussion is subject to the Brown Act and must occur in a meeting, which complies with its requirements.*

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Business Excellence Awards



**MONTEREY PENINSULA  
CHAMBER OF COMMERCE**

Follow us on:

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Navigation Menu

- > Official Chamber Events
- > Member Events
- > Community Events



**Advertising with the Chamber Works!**  
Prospective customers are 68% more likely to buy from you if you are a member of the Chamber of Commerce

**Event Information**

**27th Annual Business Excellence Awards**

**Event Date:** Jul 18, 2013    **Event Time:** 6:00 pm to 10:00 pm

**Location:** Portola Hotel & Spa, 2 Portola Plaza, Monterey, CA 93940  
[View Map](#)

**Description:**

Sponsored by Union Bank, this prestigious and popular event is designed to increase public awareness of the vital role business plays on the Central Coast and to honor those businesses that have achieved excellence in their fields.

To add to the excitement of this top-notch affair, a silent auction will be held for fabulous packages from local restaurants, spas, and hotels as well as luxury gift packages. The ever-popular Design-a-Table contest, one of the most fun and festive ways to promote your business, will also be back again this year.

Don't miss this chance to participate in the preeminent local business event of the summer!

For more information, contact us at [info@montereychamber.com](mailto:info@montereychamber.com)



Presented by



Cost Per Registration

Member Fee \$100.00     Prospective Member Fee \$100.00

Your Name

Company Name

Phone Number

Email Address

No. of Registrants

 *Type this carefully since your card will be charged accordingly*

Event Price

\$100.00

Card Type

Card Number

Card Expiry Date

Card CVV

 *Last 3 or 4 digits on back of card*

Billing Address

Billing City

Billing State

Billing Zip

Billing Country

Billing Phone

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## Advertising with the Chamber Works!

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**Advertising with the Chamber Works!**  
Prospective customers are 68% more likely to buy from you if you are a member of the Chamber of Commerce

**Member Benefits**  
Business Directory Listings  
Networking  
Special Member Events

For more information, call (831) 948-2288

### Member Events

#### MEMBER EVENT

##### **PUSH Physical Theatre**

Event Date: Jul 1, 2013 at 7:00 pm to 10:00 pm

Seeing award-winning PUSH Physical Theatre is like watching a live action movie. The...

[Send to Friend](#) | [Remind Me](#)

#### MEMBER EVENT

##### **DreamWorks Animation Lecture**

Event Date: Jul 2, 2013 at 7:00 am to 8:30 pm

DreamWorks animation has released more than twenty films including the Shrek series, the Madagascar...

[Send to Friend](#) | [Remind Me](#)

#### MEMBER EVENT

##### **Oliver Goldstick Lecture**

Event Date: Jul 2, 2013 at 8:30 pm to 10:00 pm

Oliver Goldstick's television work includes Bailey's Mistake, Everwood, American...

[Send to Friend](#) | [Remind Me](#)



##### **Tarpy's Roadhouse Announces July Wine Down Wednesday's!**

Event Date: Jul 3 - Jul 31, 2013 at 5:00 pm to 7:00 pm

Immerse yourself in the rustic elegance of Tarpy's Roadhouse located at 2999 Monterey Salinas...

[Send to Friend](#) | [Remind Me](#)

#### MEMBER EVENT

##### **Ed Kashi Photography Lecture**

Event Date: Jul 3, 2013 at 7:00 pm to 9:00 pm

Ed Kashi is a photojournalist, filmmaker, and educator dedicated to documenting the...

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#### MEMBER EVENT

##### **Benjamin Verdery And Andrew York**

Event Date: Jul 3, 2013 at 8:30 pm to 10:00 pm

Described as "iconoclastic" and "innovative" by the New York...

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#### MEMBER EVENT

##### **July Sizzles With Jazz At The Hyatt Regency Monterey Hotel And Spa's Fireplace Lounge**

Event Date: Jul 5 - Jul 27, 2013 at 7:00 pm to 9:00 pm

The Hyatt Regency Monterey Hotel and Spa located at 1 Old Golf Course Road in Monterey offers...

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680



**MEMBER EVENT**

**Douglas Masek And Todd Rewoldt**  
 Event Date: Jul 5, 2013 at 7:00 pm to 10:00 pm

Douglas Masek is recognized as one of today's foremost exponents of contemporary...


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**MEMBER EVENT**

**Eliot Fisk Concert**  
 Event Date: Jul 6, 2013 at 7:00 pm to 10:00 pm

Eliot Fisk has transformed the repertoire of the classical guitar through his ground...


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**Montrio Bistro Celebrates Its Firehouse Roots With A Historical Dinner On Monday, July 8**  
 Event Date: Jul 8, 2013 at 6:00 pm to 8:00 pm

The city's first organized firefighting force formed in 1884 to protect Old Monterey, and...


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**Montrio Bistro Celebrates Its Firehouse Roots With A Historical Dinner On Monday, July 8**  
 Event Date: Jul 8, 2013 at 6:00 pm to 8:00 pm

The city's first organized firefighting force formed in 1884 to protect Old Monterey, and...


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**Kiddie Kapers Parade**  
 Event Date: Jul 13, 2013 at 6:30 pm to 7:30 pm

The annual Kiddie Kapers Parade, in its 83rd year, will take place on Saturday July 13th as the...

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**Colmo Del Rodeo Parade**  
 Event Date: Jul 13, 2013 at 8:00 pm to 9:00 pm

The Colmo Parade will grace the streets of Old Town Salinas and commemorate what was...


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**MEMBER EVENT**

**Professional Bull Riders Touring Pro Division Event**  
 Event Date: Jul 17, 2013 at 7:00 pm to 10:00 pm

The Professional Bull Riders Touring Pro Event starts at 7pm (gates open at 5pm); The toughest...


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**103rd California Rodeo Salinas**  
 Event Date: Jul 18 - Jul 21, 2013 at 6:00 pm to 1:15 pm

The 103rd California Rodeo Salinas will take place July 18th-21st at the Salinas Sports...


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**Central Coast Motor Sport Spectacular**  
 Event Date: Aug 11, 2013 at 12:00 pm to 5:00 pm

The 3rd Annual Central Coast Motorsport Spectacular will take place on Sunday, August 11th at...


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**Dine In DIVine**  
 Event Date: Aug 14 - Aug 15, 2013 at 1:00 am to 1:00 am

Wednesday & Thursday, August 14th-15th, 2013 | Cocktail Hour: 5:30pm ~ Dinner: 6:30pm Turn...

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**Harvest Wine Dinner**  
 Event Date: Sep 20, 2013 at 7:00 pm to 9:30 pm

Friday, September 20, 2013 | Grape Crush: 7:00pm - Dinner: 8:00pm Celebrate...

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<b>MEMBER EVENT</b>	<b>Rio Grill Announces its 2013 Flavor Education Series: All Things Pumpkin With Inga's Pie Whole And Chef Cy</b>	<a href="#">Send to Friend</a>   <a href="#">Remind Me</a>
	Event Date: Oct 19, 2013 at 12:00 pm to 2:00 pm	
	2013 "Flavor Education Series" that celebrates the food and flavors of the Southwest. Chef...	

	<b>Wine &amp; Art Fest</b>	<a href="#">Send to Friend</a>   <a href="#">Remind Me</a>
	Event Date: Nov 2, 2013 at 11:00 am to 4:00 pm	
	Saturday, November 2, 2013   11:00am – 4:00pm Celebrate Fine...	

	<b>Holiday Spectacular</b>	<a href="#">Send to Friend</a>   <a href="#">Remind Me</a>
	Event Date: Dec 8, 2013 at 1:30 am to 4:30 am	
	Sunday, December 8, 2013   1:30pm – 4:30pm Over 1000 wine...	

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