

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, MARCH 20, 2018

5:30 P.M.

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

Regular Meeting – March 20, 2018
5:30 P.M.

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

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

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

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

6. **CONSENT CALENDAR**

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

- A. 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.

- (1) CUP #483, Colton Heating (contractor), 431 Ortiz Avenue
- (2) CUP #482, Macaluso Electric (contractor), 551 Redwood Avenue
- (3) CUP #517, DM Diving (storage), 625-C California Avenue
- (4) CUP #560/CDP #13-03, The Camp Transformation (gym), 1807 Contra Costa

- (5) CUP #579, Jill Kahlow, (manufacture) 337-B Olympia Avenue
- (6) CUP #580/CDP 14-02, Ashley Denning (hair salon), 490-C Orange Avenue

- B. Approval of March 6, 2018 Sand City Council Meeting Minutes
- C. Acceptance of Police Department Monthly Activity Report, February 2018
- D. Acceptance of Public Works Monthly Report, February 2018
- E. Approval of City RESOLUTION Recognizing the Week of April 8-14, 2018 as National Crime Victims' Rights Week in Sand City
- F. Approval of City RESOLUTION Supporting National Revenue-Neutral Carbon Fee and Dividend Legislation and Boards effective January 17, 2018
- G. Approval of City RESOLUTION Confirming New Appointment of Donald M. Davis to the Sand City Arts Committee

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PUBLIC HEARINGS

- A. Consideration of City RESOLUTION Approving Conditional Use Permit 622 for Team Hydro & Irrigation Authorizing a Hydroponic and Irrigation Wholesale Storage and Distribution Operation at 353 Olympia Avenue

9. OLD BUSINESS

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

10. NEW BUSINESS

- A. Consideration of City RESOLUTION Authorizing the City Administrator to enter into a Consulting Services Agreement between the City of Sand City and "NBS" to assist the City of Sand City with Fiscal Impact Analysis and Non-Bonded Community Facilities District (CFD) for the South of Tioga Project at a cost not exceed \$29,000.
- B. Comments by Council Members on Meetings and Items of interest to Sand City
- C. Upcoming Meetings/Events

11. ADJOURNMENT

**Next Scheduled Council Meeting:
Tuesday, April 3, 2018
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City**

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

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

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

AGENDA ITEM

6B

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

Regular Meeting – March 6, 2018

5:30 P.M.

CITY COUNCIL CHAMBERS

Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

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

The invocation was led by Reverend Jason Yarbrough.

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

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder
Council Member Hubler
Council Member McDaniel
Council Member Hawthorne

Staff: Todd Bodem, City Administrator
Jim Heisinger, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Charles Pooler, City Planner
Connie Horca, Deputy City Clerk/Admin. Assistant

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

There were no announcements by the Mayor and City Administrator. An amended resolution for Agenda item 6G was distributed to the Council.

AGENDA ITEM 5, COMMUNICATIONS

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

Jane Haynes, Pacific Grove resident provided a handout regarding the proposed Transportation Network as part of the Fort Ord Reuse Plan. She commented that Pacific Grove has concerns regarding regional roads. She referred to the 1997 map handed out for a proposed freeway that was originally part of Highway 68 which was never built. In 2012 the Fort Ord Reuse Authority (FORA) conducted a reassessment of the base reuse plan. The map indicated that there is no existing Prunedale freeway and

bypass. The new proposed project indicates a highway off of Inter Garrison Road through Monterey Downs and Eastside Parkway. The last FORA meeting discussed regional transportation to adopt goals and objectives to build the Eastside Parkway. Sand City was one of eight members that voted for that. Five members, not including Sand City, of the FORA Board voted to do a regional transportation study with TAMC. There has not been a study conducted since 1997. She expressed that it would be in the best interest of Sand City and Pacific Grove, that Sand City change their vote so that monies can be allocated towards a new regional study, eliminating the Eastside Parkway.

5:37 P.M. Floor closed for Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

Council Member Blackwelder requested that Agenda Item 6G be pulled from the Consent Calendar for separate consideration.

- A. There was no discussion of the February 20, 2018 Sand City Council Meeting Minutes.
- B. There was no discussion of the City **Resolutions** honoring the Monterey Peninsula Chamber of Commerce's 2017 Award Recipients
 - 1) Citizen of the Year – Steven J. Packer, M.D.
 - 2) Ruth Vreeland Memorial Public Official of the Year – John M. Phillips
 - 3) Robert C. Littlefield Award for Lifetime Achievement – Leinette Limtiaco
 - 4) Volunteer of the Year – Joe Smith
 - 5) Business of the Year - CONFIDENTIAL
- C. There was no discussion of the City **Resolution** supporting Proposition 68; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
- D. There was no discussion of the City **Resolution** Proposition 69 Support and Opposition to SB1 Repeal.
- E. There was no discussion of the City **Resolution** authorizing a Service Agreement for Auditor Services by Hayashi & Wayland for Fiscal Year 2017-2018 at a cost not to exceed \$44,000.
- F. There was no discussion of the City **Resolution** approving Professional Planning Services Agreement Amendment #3 with EMC Planning Group to include additional \$52,450 to the Original and Amended Agreements for Fiscal year 2017-2018 related to the South of Tioga Developments for additional Staff Assistance, Biological Investigation, and Preparation of a

Habitat Management Plan.

- G. Approval of City **Resolution** demanding Federal Gun Control Action to Prevent Death and Injury (This item was pulled from the Consent Calendar for discussion under Agenda Item 7).

Motion to approve the Consent Calendar items 6A-F was made by Council Member Blackwelder, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

- 6G. Approval of City Resolution demanding Federal Gun Control Action to Prevent Death and Injury

City Administrator Todd Bodem commented that this resolution requests municipalities to support gun control due to the recent and past shootings occurring throughout the country. On page 2, the resolution indicates an amendment and to strike out the language referring to; "*semi-automatic firearms, high capacity magazines.*"

There was Council discussion regarding the uses for semi-automatic firearms. Council Member McDaniel requested that Police Chief Ferrante provide an explanation of the uses of semi-automatic firearms. He commented that as of January 1, 2018 identification is required to purchase ammunition in California, reported on guns that are illegal in the State of California, and reiterated why the language regarding semi-automatic firearms should be removed from the resolution as it is a broad definition of specific firearms. There was further discussion regarding replacing the language with "assault weapon", what constitutes an assault weapon, and how certain firearms are defined. Council Member Hawthorne commented that as a City, there should be some test/age limit requirement for the purchase of firearms. Council Member Blackwelder concluded that a letter be drafted to formally state Sand City's support of gun control.

5:51 P.M. Floor opened for Public Comment.

There was no comment from the Public.

5:51 P.M. Floor closed to Public Comment.

Mayor Carbone suggested that Staff proceed to draft a letter with Council comments as provided at tonight's meeting, and forward to Council Member Blackwelder for review prior to its distribution.

Motion to approve the City **Resolution as amended**, demanding Federal Gun Control Action to Prevent Death and Injury was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. Motion carried.

AGENDA ITEM 8, OLD BUSINESS

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

City Engineer Leon Gomez reported that the desalination plant produced 20 acre-feet for the month of February 2018. The plant was shut down in late February due to issues at the intake wells. The City is moving forward with the approval of various contracts for technical consultants necessary to support the New Intake Wells project. Intera will provide hydrogeologic support, Polaris Consulting will provide topographic and boundary mapping, and Denise Duffy & Associates will provide environmental and biological services. These contracts will be brought before the Council later in the meeting.

On February 27, 2018 City staff met with the technical assistance consultant team to review various technical memorandums developed under Task 3 of the Proposition 1 Technical Assistance Grant. City staff provided input and discussed the various project alternatives with the consultant team. At this time, projects are focused along Contra Costa Street, Catalina Street, and the adjacent streets, as well as potential projects within the Transportation Agency for Monterey County's (TAMC) railroad right-of-way.

Due to excessive cross slopes that exceeded ADA requirements, the developer for the Bungalows at East Dunes project has replaced portions of the sidewalk along Ocean View Ave. The City Engineer performed final inspection 02 on March 6, 2018 and is satisfied with the repair work. Staff is working with the developer to issue final inspection documents on lots 9 and 10.

Staff has been coordinating with Cal-Am to assist the applicant of the Catalina Lofts Mixed Use Project (Garza) to obtain approval of the proposed water system improvements. Review and submittal 02 improvement plans for the Bogue Residence project was received. Staff has provided minor comments to the applicant and project engineer. Ongoing coordination with California State Parks to renew the Right of Entry Permit regarding the repair of the West Bay Infrastructure is currently in progress.

The City Administrator has provided authorization to the City Surveyor to obtain the supplemental survey needed to perform an ADA assessment for the Carroll Property Surface Parking Project. The survey work should be performed this month. The City Engineer has developed construction documents for the irrigation system connection for the TAMC Landscaping Project, and is coordinating with various agencies to map existing utilities within the area of work.

Staff has been in constant communication with the construction manager of the Monterey Bay Shores Ecoresort project regarding the preliminary grading operations, and conducting site visits. According to the developer, the first phase of the water system improvements involving installation of a new water valve at the Edgewater Shopping Center will commence within the next few weeks. The City Engineer has requested that the developer provide final plans for this work, final approval from Cal-Am for the connection, and obtain an encroachment permit from the City. An encroachment permit for Quality Traffic Data to perform regional traffic counts on La Playa Ave on behalf of TAMC was approved by the City Engineer.

AGENDA ITEM 9, NEW BUSINESS

- A. Consideration of City RESOLUTION Approving a Subrecipient Agreement by and Between the County of Monterey and the City of Sand City for Fiscal Year 2018/2019 Community Development Block Grant (CDBG) Project, including ADA Improvements to Calabrese Park and Authorize the City Administrator to Execute the Agreement and any Future Amendments thereto with Monterey County for the Purpose of Implementing the CDBG**

City Administrator Todd Bodem reported that the County of Monterey along with the cities of Greenfield, Sand City, Del Rey Oaks, and Gonzales are participants in the U.S. Department of Housing and Urban Development. The participating agencies are known as the Urban County and are guaranteed to receive Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds through June 30, 2018. Staff has been working towards a viable project that meets the criteria of this program funding. The funds are expected to be allocated towards infrastructure improvements to Calabrese Park including new ADA accessible parking, curb, gutter and sidewalk pavement improvements, short retaining walls, fencing, and minor grading. The Council decided to postpone receiving the annual \$10,000 allocation of grant monies awarded for previous years. The City has been granted \$30,000 plus another \$10,000 towards the Calabrese Park project. The project is ready for implementation; however, before grant funding can be spent the County as Grantee and the City as Subrecipient must enter into an agreement for the project, which determines how grant funds will be

spent, and how the implementation of the project and administrative funding will be reported. Staff recommends adopting the attached resolution authorizing the City Administrator to execute the Subrecipient Agreement.

Darby Marshall with Monterey County Community Development and Housing Department commented that the HUD CDBG program requires a considerable amount of lead time. The 2018-19 work plan will be considered by the Monterey County Board of Supervisors in April and again by May 15, 2018. CDBG funds may be used for facilities or some form of infrastructure project. CDBG has a stipulation for low-moderate income projects which does not need to be targeted as a special needs project. Mr. Darby added that he received a call from the City Administrator to provide the City of Sand City with the allocation for the next 3 years. A request to the Monterey County Board of Supervisors will be presented so Sand City can receive the next 3 years allocation. He explained the timeline of why the attached agreement needs to be considered far in advance.

Mayor Carbone received clarification regarding contractors required reporting of prevailing wage per the Department of Industrial Relations (DIR). Any public works project must be reported to the DIR identifying the project, contractors and sub-contractors, and that wages are reported correctly as well as making the project available to apprenticeships. The City Engineer commented that Staff is aware of the requirements and are incorporated into the contracts for public work projects.

6:13 P.M. Floor opened for Public Comment.

Libby Sofer, Sand City resident inquired about the inlet located on Olympia Avenue that is always full of debris. The City Engineer replied that it is a dead inlet which does not go anywhere, and debris flows down the street to the next inlet. There was discussion regarding whether the inlet belongs to the City of Sand City or to Seaside, and the mosquitoes that appear in the area. The Mayor will also bring the issue to the Mosquito Abatement District at their next meeting.

6:13 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Subrecipient Agreement by and Between the County of Monterey and the City of Sand City for Fiscal Year 2018/2019 Community Development Block Grant (CDBG) Project, including ADA Improvements to Calabrese Park and Authorize the City Administrator to Execute the Agreement and any Future Amendments thereto with Monterey County for the Purpose of Implementing the CDBG was made by Council Member Hubler, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None.

ABSTAIN: None. Motion carried.

B. Consideration of City RESOLUTIONS Approving Contracts for the Sand City Water Supply Phase 1 New Intake Wells Project

City Engineer Leon Gomez reported that the California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 5, 2005 and approved amendments in 2007 and 2008 for the construction of the Sand City Water Supply Project (SCWSP) that consisted of four intake wells, a reverse osmosis desalination facility, an injection well for disposal of concentrated brackish water, and pipelines. Wells #1 and #2 are located along Vista Del Mar at the end of West Bay Street and Wells #4 and #5 are located along Tioga Avenue. Well #3 was abandoned shortly after construction due to the presence of high salinity water, rendering it unsuitable for project use.

The desalination plant's purpose is to utilize brackish water derived from the wells located in beach sediments and once filtered through the plant would be at or near the salinity of sea water within the Monterey Bay Sanctuary. The desalination plant is owned by the City of Sand City while operated and maintained by California American Water under a lease agreement. It was designed to produce 300 acre feet per year. Since the SCWSP began operation in 2010, several factors, such as drought, and operational changes have affected the operation of the desalination plant, resulting in increased salinity at and around the existing intake wells. Since 2010 the average water production is approximately 260 acre feet annually.

In February 2014, the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six additional intake wells to address the lack of production and to produce better quality water necessary for the plant to meet its design capacity of 300 acre feet. In March 2014, the CCC responded to the City's application for an immaterial amendment with a letter entitled "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells" requesting additional information. In response to the notice of incomplete application, the City worked with Cal-Am and its hydrogeological consultant to perform updated modeling in order to satisfy the CCC's request for additional information to determine preliminary locations for the new intake wells. In September 2016, the City submitted a response letter to the CCC providing them with the additional information they requested. In February 2017, the CCC issued a Notice of Intent to issue a new CDP for development of the installation of up to six (6) new intake wells based on the City's response. The intent is to build three (3) new wells now, run them for a year or two, plug the production into the modeling, and then site the three (3) remaining wells.

The new CDP cannot be issued until several "prior to issuance" Special

Conditions are satisfied by the City. This will require technical assistance from outside consultants. The three consultants are Intera who will provide hydrogeological support, Polaris Consulting will provide topographic and boundary surveys, and Denise Duffy and Associate for environmental and biological surveys. A majority of the costs associated with Intera and Denise Duffy are directly related to the construction period for the wells. The shorter the construction period and minimal amount of time the consultants need to be at the location; costs would decrease for their services. Staff recommends adoption of the attached resolutions authorizing the City Administrator to execute the attached agreements for consulting services.

City Administrator Todd Bodem added that Cal-Am verbally communicated their willingness to reimburse the City annually for the costs associated with the construction of the wells. The Mayor directed the City Administrator to contact Cal-Am for a written agreement regarding the reimbursement of costs associated with the well construction.

6:26 P.M. Floor open for Public Comment.

There were no comments from the Public.

6:26 P.M. Floor closed to Public Comment.

- 1) **Approving City RESOLUTION Authorizing a Master Services Technical Agreement with Intera Incorporated to Provide Technical Assistance for the Construction of New Brackish Intake Wells for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$185,028**

Motion to approve the City Resolution authorizing a Master Services Technical Agreement with Intera Incorporated to Provide Technical Assistance for the Construction of New Brackish Intake Wells for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$185,028 was made by Council Member McDaniel, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

- 2) **Approving City RESOLUTION Authorizing a Contract and/or Service Agreement with Polaris Consulting to Provide Land Surveying Services including Topographic and Boundary Surveys and Technical Support for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$17,000**

Prior to the approval of the agreement, the Council discussed the 10% contingency and typographic error that was contained in the resolution (page 135) whose amount did not correlate with the percentage described. There was consensus of the Council to amend the resolution removing the 10% from the resolution.

Motion to approve the City **Resolution as amended**, authorizing a Contract and/or Service Agreement with Polaris Consulting to Provide Land Surveying Services including Topographic and Boundary Surveys and Technical Support for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$17,000 was made by Council Member Hubler, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

3) Approving City RESOLUTION Authorizing a Contract and/or Service Agreement with Denise Duffy & Associates to Provide Environmental Services to Support the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$22,847

Motion to approve the City **Resolution** authorizing a Contract and/or Service Agreement with Denise Duffy & Associates to Provide Environmental Services to Support the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$22,847 was made by Council Member Hawthorne, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

There were no comments from the Council.

D. Upcoming Meetings/Events

The Deputy City Clerk inquired about attendees to the Monterey Peninsula Chamber of Commerce's Annual Awards Dinner. Council Member Hubler responded that he plans on attending.

AGENDA ITEM 10, CLOSED SESSION

The City Attorney deemed that there was no need for Closed Session.

AGENDA ITEM 11, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Hawthorne to the next regularly scheduled Council meeting on Tuesday, March 20, 2018 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 6:45 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6C

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 6-Mar-18

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF **FEBRUARY 2018**

This report presents a condensed overview of the Sand City Police Department's operational and administrative activities. It is an approximate analysis and not conclusive.

CRIMINAL OFFENSES REPORTED

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	2	0	2	1
Assault/Battery	1	0	1	2
Battery (spousal)	0	0	0	1
Burglary (commercial)	1	0	1	2
Burglary (residential)	0	1	1	0
Burglary (vehicle)	0	0	0	0
Theft (petty)	7	7	14	15
Theft (grand)	0	1	1	1
Theft (vehicle)	2	2	4	1
Vandalism	1	1	2	5
Arson	0	0	0	0
Forgery/Counterfiting	1	1	2	1
Fraud/Embezzlement	2	4	6	8
Health&Saftey code	15	7	22	26
Business&Professions Vio	1	0	1	0
TOTAL	33	24	57	63

ARREST

Adult Felony	2	6	8	8
Adult Misdemeanor	24	29	53	27
Juvenile Felony	0	0	0	0
Juvenile Misdemeanor	1	0	1	0
Warrants	17	12	29	36
Drunk Driving	0	0	0	0
TOTAL	44	47	91	71

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
CITATIONS				
Traffic Violations	12	10	22	21
Parking Violations	15	21	36	26
Sand City Muni Code	0	0	0	2
Warrants	14	12	26	28
TOTAL	41	43	84	77

TRAFFIC ACCIDENTS				
Non- Injury	2	2	4	2
Injury	0	0	0	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	0
TOTAL	2	2	4	2

MISCELLANEOUS CALLS FOR SERVICE				
Accident (ACN/No Report)	3	2	5	4
Commerical Alarm (ALC)	2	10	12	10
Fire Alarm (ALF)	0	0	0	1
Residential Alram (ALR)	0	0	0	0
Animal Call (ANX)	2	2	4	9
Agency Assist (ASP)	1	3	4	25
Vehicle (CHP180)	0	0	0	0
Civil (CIVIL)	1	4	5	9
Fire (FIRE)	0	0	0	0
Gang (GANG)	0	0	0	0
Informational (INFO)	75	93	168	108
Medical (MEDI)	4	8	12	7
Security Check (SEC)	0	0	0	1
Suspicious Cir. (SUSP)	9	9	18	32
Welfare Check (WLF)	14	10	24	19
TOTAL	111	141	252	225

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	52	56	108	129
Officer Initiated	57	81	138	93
TOTAL	109	137	246	222

AGENDA ITEM

6D

Public Works
Monthly Activity Report
February 2018

This report is to inform you of the activities and projects being accomplished by the City of Sand City Public Works Department.

Routine Public Works Functions:

- Clean City Hall offices, Police Department, kitchen and bathrooms.
- Check city for any needed repairs.
- Blow leaves and debris from City Hall and Park. Keep park bathroom clean.
- Remove weeds around City Hall and Park.
- Supervise Hope Crew to maintain city streets.
- City vehicle maintenance. (Gassing up city vehicles, washed, and frequent oil changes)
- Water plants inside City Hall.
- Pick up fruit and bagels daily for City Hall.
- Set up Council Chambers for meetings.
- Check the city for homeless encampments and loose shopping carts.
- Fill out Daily reports and a monthly report.
- Open and lock up the corporation yard at the end of the day and turn on the back porch light.
- Better Management Practices. (keeping our eyes open for illicit discharges or any waste going into the storm drains)
- Blowing the bike paths and emptying the trash cans citywide.
- Take the truck to the dump with citywide trash and street spoils.
- Water the trees citywide.
- Send the well readings to the City Engineer.
- Clean the city streets with the street sweeper, fill tanks with gas, diesel, and water, clean out the hopper, wash the outside after every use, and take all the spoils to the dump.

Special Public Works Functions:

- Set up an appointment with Hazardous Waste to bring old paint and lights.
- Cut more trees at Calabrese Park and took a green waste load to the dump.

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- Changed the flags at City Hall and brought the old flags to American Legion.
- Did research on ordering custom Sand City flags and placed an order online.
- Did the Costco shopping and put all the stuff away.
- Went through all the paint for things to be disposed of.
- Loaded more green waste in the back of the dump truck and took it to the dump.
- Loaded all the old paint, lights, and old toners along with e-waste and took them to hazardous waste and second chance and gassed up the utility truck.
- Picked up 2 standing desks at Costco, brought them to City Hall, and put them together for Todd and Linda.
- Made coffee and set up for a meeting in the council chambers.
- Had a safety meeting at the corporation yard on Respiratory Protection.
- Made piles of wood around the park of trees that were cut.
- Emptied all the trash citywide and loaded more garbage at the yard along with tree trimmings and took them to the dump.
- Added more screws to the side boards of the dump truck.
- Painted out graffiti on the upper ridge.
- Emptied all the trash citywide.
- Had the SUV and Toyota Camry washed at Del Rey Car Wash and gassed them up.
- Sprayed 3 gallons of Roundup around City Hall and the Police Department along with 1 gallon of Roundup on West Bay St.
- Watered all the trees and plants in the tree wells citywide (800 gallons).
- Pulled weeds around City Hall and the Police Department along with trimming plants along Hickory and California.
- Sprayed 9 gallons of Roundup around Park Ave, California, Tioga, the mural at Tioga, and between Orland and Tioga along California.
- Picked up supplies from Home Depot for a shelf at City Hall. Cut to size, sanded, pre drilled holes, and put a coat of paint on one side.
- Pulled more weeds around City Hall and the Police Department.
- Emptied all the trash citywide and removed a shopping cart on Sand Dunes Dr.
- Painted 3 more coats on the shelving unit for City Hall, screwed it together, and brought it to City Hall.
- Sprayed 6 gallons of Roundup on California from Orland to Contra Costa, Hickory, Redwood between Hickory and Contra Costa, and Ortiz from Hickory to Contra Costa.
- Emailed Star Sanitation to set up the ADA portable toilet along with the hand washing station for the city bbq.
- Emailed Pam from Hope Services about the number of workers and rates for the city bbq.
- Started trimming trees in the bulb outs citywide.

- Trimmed a tree along Ortiz and loaded the dump truck.
- Did the Costco shopping and put everything away. Put together 2 computer desk stands for the police department.
- Sprayed 21 ½ gallons of Roundup along Holly, Dias, Redwood from Holly to Hickory, Ortiz, Bay St, California, Pendergrass Way, Catalina, Olympia, Shasta, Contra Costa, the Contra Costa mural, Orange, Shasta, and Elder.
- Emptied all the trash citywide and took the dump truck to the dump.
- Had a safety meeting on machine guarding.
- Sent emails back and forth to Star Sanitation and received confirmation on a price and date for the restroom and hand washing station for the city bbq.
- Washed the backhoe.
- Went to American Supply to get vacuum supplies and order butcher paper for the city bbq.
- Installed a new belt on the vacuum.
- Trimmed some more plants around City Hall and the Police Department.
- Installed another computer desk for the Police Department.
- Contacted Dave Currence for service on our generators.
- Emptied trash citywide and loaded the dump truck along with 15 bags of trash at the end of Ellis and homeless trash at the Sand City entrance of Tioga and California.
- Picked up vacuum supplies at American Supply.
- Used the backhoe to scrape the sand off the upper ridge bike path.
- Trimmed trees behind the Police Department and loaded the dump truck.
- Removed a box for safe keeping from the Police Department along with a computer tower.
- Shoveled sand citywide along Sand Dunes Dr, West Bay, and Tioga.
- Took the dump truck to the dump.
- Picked up the butcher paper at American Supply for the city bbq.
- Used the backhoe to remove sand off the bike path on the upper ridge and then went over it with the power broom.
- Got the street sweeper ready.
- Pulled more weeds around City Hall and worked on the irrigation.
- Emptied trash citywide.
- Lowered all the flags at half-staff.
- Brought the ATV to Monterey Tire to have a flat repaired.
- Removed 5 carts citywide and brought them back to the shopping center.
- Did the Costco shopping and put all the stuff away.

- Used the power broom to clean off the upper ridge bike path and blew Sand Dunes Dr. bike path.
- Purchased shovels from Home Depot and spray painted them gold for the Monterey Bay Shores ground breaking ceremony.
- Emptied all the trash citywide.
- Had a safety meeting on extension cords.
- Watered all the trees citywide (800 gallons).
- Pulled more weeds around city hall.
- Went to Smart & Final, American Supply, and Monterey Bay Restaurant to look for tablecloth cover clips.
- Sprayed 3 gallons of Roundup on Ellis, Monterey Rd. mural, and Monterey Rd. median.
- Trimmed plants on Hickory, the Christmas tree, and the hedges around the police department trailer, and pulled weeds around City Hall.
- Ordered a tree for a tree well that was damaged.
- Raised all the flags citywide.
- Brought the generators to the Carrol building.
- Used the backhoe to remove sand off the Upper Ridge and Sand Dunes Dr. bike path.
- Shoveled sand out of the curb line along Sand Dunes, West Bay, and Tioga.
- Fixed the thermostat at City Hall.
- Got the street sweeper ready.
- Replaced the brackets on a stop sign at Sand Dunes Dr. and Tioga.
- Washed and gassed up the ATV.
- Met with Dave Currence to service the generators at the Carrol building.
- Changed the brooms on the street sweeper.
- Removed homeless encampment trash off the railroad tracks behind Costco and Lucky's.
- Used the power broom on the upper ridge bike path and a part of Ellis.
- Made Ground breaking ceremony signs, put them in plastic sleeves, and stapled them to wooden stakes for Monterey Bay Shores.
- Picked up a 10 x 10 canopy at Home Depot for the Monterey Bay Shores event.
- Used the backhoe to remove sand in front of and behind the Ellis gate.
- Used the power broom to remove sand off Sand Dunes Dr. bike path, in front of, and behind the Ellis gate.
- Installed a 10 x 10 canopy in front of the Ellis gate along with a table and chairs for the Monterey Bay Shores ceremony.
- Attended the ground breaking ceremony and removed the canopy along with chairs, table, and barricades.
- Emptied all the trash citywide and took it to the dump.

- Used the backhoe to scrape the upper ridge bike path and Sand Dunes Dr. bike path.
- Did the Costco shopping and put all the stuff away.
- Had a safety meeting on hazards of electricity.
- Contacted Gino with MPE and staged barricades citywide for them to remove sand off the bike path.
- Trimmed trees at City Hall.
- Picked up supplies from Home Depot to fix the tarp on the dump truck and fixed it.
- Put air in the backhoe tire because it was low.
- Put up Road Closed signs along Sand Dunes and Canyon Del Rey and Metz and Tioga for sand removal by MPE along the bike path.
- Shoveled sand along Sand Dunes dr. and removed ice plant off the curb line.
- Emptied trash citywide and picked up 2 piles of tree trimmings around City Hall and took it to the dump.
- Used the backhoe to scrape the upper ridge bike path along with Sand Dunes Dr.
- Cleaned Sand Dunes Dr. street and bike path with the power broom, backhoe, and shovels while MPE removed sand.
- Removed all the barricades off the streets and put them away at the corporation yard.
- Got the street sweeper ready.
- Faxed the well readings to the city engineer.
- Used the power broom on the upper ridge bike path.
- Picked up paint supplies at Home Depot and painted graffiti out on the upper ridge bike path under pass.
- Loaded the spoils twice in the dump truck and took them to the dump.
- Reported a street light out to PG&E along California.

AGENDA ITEM

6E

CITY OF SAND CITY
RESOLUTION SC ___, 2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND RECOGNIZING
THE WEEK OF APRIL 8 - 14, 2018 AS NATIONAL CRIME VICTIMS' RIGHTS
WEEK IN SAND CITY**

WHEREAS, each year, Americans are the victims of more than twenty million crimes touching the lives of individuals regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and

WHEREAS, victims face challenges in finding appropriate services, including those with disabilities, young people of color, the deaf and hard of hearing, Native American origin, the elderly, those with mental health issues, immigrants, children, teens, LGBTQ victims, and individuals with limited English proficiency; and

WHEREAS, individuals who suffer from repeat victimization and fail to receive supportive services are at greater risk for long-term consequences of crime; and

WHEREAS, for several decades, the victim services community has worked to create an atmosphere for victims that is safe, supportive, and effective; and

WHEREAS, early intervention that includes services that provide support and empowerment offers a pathway to recovery from crime and abuse; and

WHEREAS, honoring the rights of victims, including the right to be heard, treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

WHEREAS, for over thirty-eight years the District Attorney of Monterey County has been assisting victims and witnesses of crime through an active Victim Assistance Program; and

WHEREAS, in 2017, the Monterey County District Attorney's Victim of Crime Unit provided **17,450** mandated services to over **2,289** new crime victims in Monterey County; and

WHEREAS, in recognition of *National Crime Victims' Rights Week*, individuals are encouraged to ensure that all victims of crime are offered culturally and linguistically accessible and appropriate services in the aftermath of crime.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City affirms a commitment to respect and enforce victims' rights, while addressing their needs during Monterey County Crime Victims' Rights Week and throughout the year; and further expresses their appreciation of those victims and crime survivors

Sand City Resolution SC ____, 2018

who have suffered through personal tragedy turning it into a motivating force to improve our response to victims of crime.

PASSED AND ADOPTED by the City Council of the City of Sand City, this ____ day of March, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

MONTEREY COUNTY
OFFICE OF THE DISTRICT ATTORNEY



DEAN D. FLIPPO
DISTRICT ATTORNEY

January 8, 2018

RECEIVED

Mayor Mary Anne Carbone
City Hall
1 Pendergrass Way
Sand City, CA 93955

JAN 18 2018

CITY OF SAND CITY

Dear Mayor Mary Anne Carbone:

I am pleased to announce the Annual Commemoration of National Crime Victims' Rights Week will be observed during the week of April 8-14, 2018. The District Attorney's Office, Victims of Crime Unit will host a Victim Dedication Ceremony on Friday, April 13, 2018 from 12:00 p.m. to 1:00 p.m. The ceremony will be held in the Board of Supervisor's Chambers of the Salinas Courthouse, Government Center.

We would appreciate your attendance and participation in the ceremony. If you are unable to attend we encourage you to send a representative from your Council.

Sincerely,

DEAN D. FLIPPO
District Attorney


PAMELA J. PATTERSON
Victim Witness Assistance Program Manager

AGENDA ITEM

6F

CITY OF SAND CITY
RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY SUPPORTING NATIONAL
REVENUE-NEUTRAL CARBON FEE AND DIVIDEND LEGISLATION AND BOARDS
EFFECTIVE JANUARY 17, 2018**

WHEREAS, the Sand City Climate Action Plan sets forth 1,000 steps (or 256 actions) to reduce dependence on carbon-based fuels to be taken by residents, businesses, institutions, and government entities; and

WHEREAS, the Sand City Climate Action Plan sets forth 1,000 steps (or 256 actions) to reduce dependence on carbon-based fuels to be taken by residents, businesses, institutions, and government entities; and

WHEREAS, municipalities throughout our state are developing and abiding by similar climate action plans to comply with California's climate action goals as expressed in Assembly Bill 32 and the 2017 Climate Change Scoping Plan Update which sets a climate target of 40% reduction in greenhouse gases by 2030 compared to 1990 levels; and

WHEREAS, California's climate goals are leading the nation and are aligned with the rest of the world in the global effort to fight climate change; and

WHEREAS, having determined that the Carbon Fee and Dividend legislative principles proposed by the non-partisan Citizens' Climate Lobby would provide an efficient approach for shifting away from the incentives that keep the United States (U.S.) reliant on fossil fuel and would, thereby, contribute to and support the rapid deployment of cleaner energy alternatives; and

WHEREAS, having determined that this approach would be fair to everyone and would protect middle and low-income households by providing them with a dividend that, on average, would exceed increased energy costs for two-thirds of all households (specifically the lowest income two thirds) during the transition to cleaner energy; and

WHEREAS, per the non-partisan study by Regional Economic Models, Inc. (REMI), this approach would ensure a substantial increase in private investment in cleaner energy options because they will become significantly less expensive relative to fossil fuels within a known time frame. The proliferation of sustainable energy alternatives in relation to yearly increasing costs for fossil fuel would encourage customers and businesses to keep their carbon footprint smaller while keeping energy affordable; and

WHEREAS, a 2014 report of the Intergovernmental Panel on Climate Change concludes that, since the 1950s, the increased temperatures in the atmosphere and in the ocean have led to rises in sea levels and accelerated ocean acidification with increased concentrations of greenhouse gases on a global level that are unprecedented for a period of similar duration throughout the known climatological record; and

WHEREAS, according to a recent report of the United States Global Change Research Program, "Leaders and the residents of coastal regions are increasingly aware of the high vulnerability of coasts to climate change and are developing plans to prepare for potential impacts on citizens, businesses, and environmental assets." The many direct climate change impact anticipated for Sand City include higher sea levels with increased coastal erosion, increases in air temperatures, possible shifts in precipitation, severe storms, drought with a secondary impact being an increased risk in exposure to wildfire, salt water intrusions and its disruption to fresh ground water and agriculture, and ocean acidification; and

WHEREAS, having determined that the immediate adoption of the Citizens' Climate Lobby Carbon Fee and Dividend Legislation in the United States would grow the economy by adding over two million new jobs, would help make us a world leader in cleaner energy technologies, and would help establish the U.S. as a leader in future global climate negotiations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAND CITY that:

1. The United States Congress immediately enact legislation and that the United States President sign into law a fee on carbon-based fuels at their point of entry into our economy (the mine, the head, the port).
2. That the fee should begin low, at \$15/ton of CO₂e emitted when burned, and rise by \$10/ton per year to achieve the goal of reducing U.S. CO₂ emissions to 10% of 1990 levels by 2050.
3. All fee revenue should be returned to households as a dividend to protect low and middle-income households from the impact of rising prices due to the fee.
4. The international competitiveness of U.S. businesses should be protected by using carbon content-based border tariffs and refunds.
5. The response in combating climate change to mitigate its worst effects should be implemented with the speed appropriate to the gravity and urgency of the situation, and for that reason, the Mayor shall send a letter no later than 30 days after passage of this Resolution to the Governor and all Mayors and City Councils in Monterey

County, the Monterey County Board of Supervisors, the Monterey County Unified School Board, and State and Federal Legislators in the Tri-County area, urging their support and adoption of a Carbon Fee and Dividend policy over the signatures of the Members of the City Council of Sand City.

PASSED AND ADOPTED by the City Council of Sand City on this ___ day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

February 6, 2018

Mayor Mary Ann Carbone and Members of the City Council
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Dear Mayor Carbone and Members of the City Council:

At its meeting on January 23, 2018, the Santa Cruz City Council adopted the attached resolution supporting the Citizens' Climate Lobby Carbon Fee and Dividend Policy proposal to implement a carbon fee on all fossil fuels and other greenhouse gases at the point where they first enter the economy, with fees collected placed in a Carbon Fee Trust Fund and rebated to American households.

It has been determined that the Carbon Fee and Dividend Policy will have positive impacts on the environment, economy, and public health. A 2013 study from Regional Economic Models, Inc. indicates that the Carbon Fee and Dividend Policy will reduce CO₂e emissions to 52% below 1990 levels in 20 years. It is projected that 53% of United States households and 58% of individuals will receive a net financial benefit as the dividend exceeds the estimated increase in costs of goods purchased. Additionally, the Carbon Fee and Dividend Policy is projected to prevent over 230,000 premature deaths in the United States over 20 years because of improved air quality.

Firms seeking to escape higher energy costs will be discouraged from relocating to non-compliant nations ("leakage"), as their products will be subject to import fees.

California's climate goals are leading the nation and are aligned with the rest of the world in the global effort to fight climate change. Therefore, we urge your support and adoption of a Carbon Fee and Dividend Policy.

Sincerely,

David Terrazas
Mayor

RECEIVED

FEB 09 2018

CITY OF SAND CITY

Attachment

cc: City Clerk

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ, CALIFORNIA
A RESOLUTION OF THE CITY OF SANTA CRUZ SUPPORTING NATIONAL REVENUE-
NEUTRAL CARBON FEE AND DIVIDEND LEGISLATION

WHEREAS, the Santa Cruz City Climate Action Plan sets forth 1,000 steps (or 256 actions) to reduce dependence on carbon-based fuels to be taken by residents, businesses, institutions and government entities; and

WHEREAS, municipalities throughout our state are developing and abiding by similar climate action plans to comply with California's climate action goals as expressed in Assembly Bill 32 and the 2017 Climate Change Scoping Plan Update which sets a climate target of 40% reduction in greenhouse gases by 2030 compared to 1990 levels; and

WHEREAS, California's climate goals are leading the nation and are aligned with the rest of the world in the global effort to fight climate change; and

WHEREAS, having determined that the Carbon Fee and Dividend legislative principles proposed by the non-partisan Citizens' Climate Lobby would provide an efficient approach for shifting away from the incentives that keep the United States (U.S.) reliant on fossil fuel and would, thereby, contribute to and support the rapid deployment of cleaner energy alternatives; and

WHEREAS, having determined that this approach would be fair to everyone and would protect middle and low-income households by providing them with a dividend that, on average, would exceed increased energy costs for two-thirds of all households (specifically the lowest income two thirds) during the transition to cleaner energy; and

WHEREAS, per the non-partisan study by Regional Economic Models, Inc. (REMI), this approach would ensure a substantial increase in private investment in cleaner energy options because they will become significantly less expensive relative to fossil fuels within a known time frame. The proliferation of sustainable energy alternatives in relation to yearly increasing costs for fossil fuel would encourage consumers and businesses to keep their carbon footprint smaller while keeping energy affordable; and

WHEREAS, a 2014 report of the Intergovernmental Panel on Climate Change concludes that, since the 1950s, the increased temperatures in the atmosphere and in the ocean have led to rises in sea levels and accelerated ocean acidification with increased concentrations of greenhouse gases on a global level that are unprecedented for a period of similar duration throughout the known climatological record; and

WHEREAS, according to a recent report of the United States Global Change Research Program, "Leaders and residents of coastal regions are increasingly aware of the high vulnerability of coasts to climate change and are developing plans to prepare for potential impacts on citizens, businesses, and environmental assets." The many direct climate change impacts anticipated for Santa Cruz County include higher sea levels with increased coastal erosion, increases in air temperatures, possible shifts in precipitation, severe storms, drought with a secondary impact being an increased risk in exposure to wildfire, salt water intrusion and its disruption to fresh ground water and agriculture, and ocean acidification; and

WHEREAS, having determined that the immediate adoption of the Citizens' Climate Lobby Carbon Fee and Dividend Legislation in the United States would grow the economy by adding over two million new jobs, would help make us a world leader in cleaner energy technologies, and would help establish the U.S. as a leader in future global climate negotiations.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The United States Congress immediately enact legislation and that the United States President sign into law a fee on carbon-based fuels at their point of entry into our economy (the mine, the well head, the port); and

2. That the fee should begin low, at \$15/ton of CO₂e emitted when burned, and rise by \$10/ton per year to achieve the goal of reducing U.S. CO₂ emissions to 10% of 1990 levels by 2050; and

3. All fee revenue should be returned to households as a dividend to protect low and middle-income households from the impact of rising prices due to the fee; and

4. The international competitiveness of U.S. businesses should be protected by using carbon content-based border tariffs and refunds; and

5. The response in combating climate change to mitigate its worst effects should be implemented with the speed appropriate to the gravity and urgency of the situation, and for that reason, the Mayor shall send a letter no later than 30 days after passage of this Resolution to the Governor and all Mayors and City Councils, County Boards of Supervisors, School Boards, and State and Federal Legislators in Santa Cruz, Monterey, and San Benito Counties urging their support and adoption of a Carbon Fee and Dividend policy over the signatures of the Members of the City Council of Santa Cruz.

PASSED AND ADOPTED this 23rd day of January, 2018 by the following vote, to wit:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
David Terrazas, Mayor

ATTEST: _____
Bonnie Bush, Interim City Clerk Administrator

AGENDA ITEM

6G

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: March 12, 2018
Subject: Resolution of the City Council of Sand City Confirming Donald M. Davis as New Member of the Sand City Arts Committee:

Background

In 1995, the City of Sand City established the Arts Committee; with its structure and organization, consisting of five members.

The Arts Committee held a meeting on March 7, 2018 after almost an entire year of no meetings. In early 2017, most of the members of the Arts Committee resigned except for Dawn Peters who has agreed to remain as a Committee member. In December 2017, Gregory Hawthorne was appointed Chairperson, along with the following new members added: Kierstyn Berlin, Kayhan Ghodsi, and Shelby Hawthorne.

Since then, Kayhan Ghodsi resigned because of outside demands of his time and is not available as a member of the Arts Committee. Chairperson Hawthorne asked Donald M. Davis if he could join the Committee, for which he has agreed to be part of it.

Mr. Davis is very active with the arts; has enthusiastically helped young musicians and artists financially in their careers. He has a home in New York, Atlanta, and Sand City, giving him a perspective for the positive growth of Sand City.

If confirmed, Mr. Davis' term as a Sand City Arts Committee member will be through January 31, 2019 subject to annual reappointment by the City Council. The Committee members will follow the policy outlined in Resolution SC 95-73, (1995).

A draft resolution for Council consideration is attached for this new appointment to the Arts Committee as discussed in this report.

Staff Recommendation

It is recommended that the City Council adopt the attached Resolution.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
CONFIRMING NEW APPOINTMENT OF DONALD M. DAVIS TO THE SAND CITY
ARTS COMMITTEE**

WHEREAS, Resolution SC 95-73, (1995) attached hereto as Exhibit A establishes the structure and organization of the Sand City Arts Committee; and

WHEREAS, the Sand City Arts Committee is a body of at least five (5) members that seek to create a cohesive alliance with the community to bring a mental vision and commitment of the arts; and

WHEREAS, in 2017, all members of the Arts Committee resigned including the Chairperson Craig Hubler from the Arts Committee, except Dawn Peters, who agreed to remain as an active member; and

WHEREAS, new Chairperson Gregory Hawthorne, and Committee members Kierstyn Berlin, Kayhan Ghodsi, Dawn Peters, and Shelby Hawthorne became the official Arts Committee members in December 2017 (Resolution SC 17-95); and

WHEREAS, since then, Kayhan Ghodsi resigned due to outside demands of his time; and

WHEREAS, Chairperson Hawthorne asked Donald M. Davis if he could join the Arts Committee, for which he agreed; and

WHEREAS, Mr. Davis is very active with the arts; has enthusiastically helped young musicians and artist financially in their careers; and

WHEREAS, Mr. Davis' term as a Sand City Arts Committee Member will be through January 31, 2019 subject to reappointment annually thereafter; and

WHEREAS, Arts Committee members shall uphold, and are subject to, the Brown Act regulations.

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

1. Membership for the Sand City Arts Committee will be through January 31, 2019 subject to annual appointment and/or reappointment annually thereafter;
2. The Sand City Arts Committee will follow the policy and recommendations outlined in Resolution SC 95-73, (1995);
3. Mr. Donald M. Davis comes highly recommended to join Chairperson Gregory Hawthorne, Kierstyn Berlin, Shelby Hawthorne, and Dawn Peters for the formation of the official Sand City Arts Committee.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of March, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

CITY OF SAND CITY

RESOLUTION SC 95-73 (1995)

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ESTABLISHING THE SAND CITY ART COMMITTEE**

WHEREAS, the City Council of the City of Sand City believes it is in the community's interest to establish and maintain a supportive program for artistic endeavors within Sand City; and

WHEREAS, the City Council wants to establish an Art Committee to assist in organizing a supportive program for the arts in Sand City.

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

1. That an Art Committee is hereby created to assist in the organization and maintenance of a community arts program in Sand City as specified below --
 - a. The Art Committee will be comprised of 5 members that are appointed by the Mayor and ratified by the City Council.
 - b. It will take a minimum of 3 members to be present to conduct a meeting and/or carry out business.
 - c. The Committee members will be selected from the City's art community.
 - d. The City Administrator, or designee, will serve a advisor to this Committee. The Public Works Maintenance Supervisor will assist the Art Committee in its activities.
 - e. The Art Committee will serve on a volunteer basis with no financial compensation.
 - f. Any routine City expenditures required for Committee functions are subject to City Administrator review and approval. Significant expenditures, project or programs will require Budget Committee review and approval.

2. That the Arts Committee will have the following general functions and responsibilities --
 - a. To promote and enhance art programs and interests in Sand City.
 - b. To develop recommendations for and to advise the City Council/Redevelopment Agency on artistic matters in Sand City.
 - c. To supervise and coordinate the activities, programs, and exhibits of the Sand City Art Gallery.

Resolution SC 95-73

- d. To organize special or annual art events, projects or programs in Sand City subject to City Council review and approval.
- e. To solicit support and contributions for art programs in Sand City.

PASSED AND ADOPTED BY THE SAND CITY COUNCIL this 5th day of December, 1995 by the following vote:

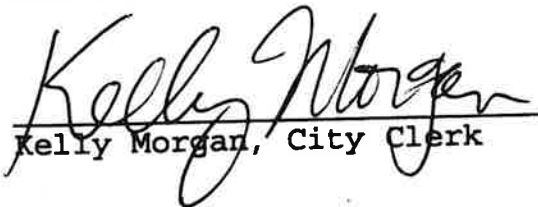
AYES: Councilmembers Kline, Morris, Lewis, Pendergrass

NOES: None

ABSTAINED: None

ABSENT: Councilmember Hansen

ATTEST:


Kelly Morgan, City Clerk

APPROVED:


David K. Pendergrass, Mayor

I certify, under oath, that the above is a true and correct copy of official records on file at City Hall.

ATTEST: _____
Deputy City Clerk

Date

AGENDA ITEM

8A

CITY OF SAND CITY

STAFF REPORT

MARCH 5, 2018
(For City Council Review on March 20, 2018)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Conditional Use Permit for Team Hydro & Irrigation Wholesale

BACKGROUND

An application was submitted by Blake Wagner of Team Hydro & Irrigation (the "Applicant") for conditional use permit approval to use an approximate 1,500 square foot commercial unit at 353-A Olympia Avenue (portion of APN 011-254-010) in Sand City (the "Subject Property") as office and storage for a hydroponic and irrigation wholesale operation (the "Proposed Use"). The Subject Property is located within a non-coastal Planned Mixed Use (MU-P) zoning district, requiring conditional use permit approval. The proposed use qualifies as a Categorical Exemption under State CEQA Guidelines (Section 15301).

Site Description:

The 5,500 square foot commercial building (50'x110') has four 1,375 (25'x55') square foot units, two units facing Olympia Avenue to the south and two units facing Orange Avenue to the north. The Applicant will occupy only one of the units facing Olympia Avenue. This unit has an upper level office at the back of the unit of approximately 112 square feet. The Applicant's 25-foot wide frontage provides space for two (2) regulation sized on-site perpendicular parking spaces, with a third space split between the Applicant's frontage and the adjacent unit. There are no curb, gutter, sidewalk, or driveway apron along the frontage of the Subject Property as it is all asphalt pavement from the street to the building. It should be noted that the City limit runs along the Subject Property's southern property line and that the Olympia Avenue street right-of-way is actually within the City of Seaside. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available and adequate to service the Proposed Use at the Subject Property.

ANALYSIS

Project Description:

The Applicant is a hydroponic and irrigation wholesale supplier who will use the site primarily for inventory storage, accessory office for invoicing, and inventory distribution to clients. There will be one (1) employee on site during business hours. Items stored on-site will include irrigation supplies, plastic pots, lighting equipment, and other agricultural related items. There will be no manufacturing activities at this site.

Land Use: The Subject Property has a General Plan land use and Zoning Map designation of "Mixed-Use". The Mixed-Use zoning does not list "storage", "distribution" or "warehouse" uses; however, Section 18.26.040.P states that "*any other use the City Council finds to be consistent with the goals and policies of the Sand City General Plan....*" may be considered for a conditional use permit. Though not prohibited, wholesale storage is not typically a preferred use for the West End District as it does not promote "pedestrian-oriented" neighborhood. However, the Subject Property is located at the southern border of Sand City fronting Olympia Avenue (a City of Seaside street) and would not negatively influence the West End mixed-use District. Furthermore, the low key nature of the proposed use would be compatible with the surrounding mix of business activities.

Hours of Operation: The Applicant's intended hours of operation at the Subject Property are 9:00 a.m. to 5:00 p.m. Monday through Friday, with no weekend hours. Staff recommends the permit specify that loading/unloading and inventory activities on site only occur between 7:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. This is beyond the Applicant's intention, but enables flexibility and is consistent with the conditions of other use permits issued by the City. Office activity should be allowed beyond this restriction as small scale office activity poses no detrimental impact.

Parking: The Applicant's unit is approximately 1,375 square feet (55'x25') on the ground level and 112 square feet (8'x14') for the upper level office, a total of 1,487 square feet of floor area. The main floor area will be used for inventory storage. The Applicant states that he will be the only employee on-site. For an approximate 1,500 square foot area, Zoning Code Section 18.64.050.K requires two (2) parking spaces (rounded up from 1.5) for storage/warehouse operation based upon a 1/1000 parking ratio (Zoning Code section 18.64.050.S). The Subject Property has a total of five parking spaces, of which two are in front of the Applicant's unit, two in front of the adjacent unit, and one split between the two units. The two spaces in front of the Applicant's unit meets the minimum zoning requirement for this use. The permit should include the standard language prohibiting double parking or parking encroachment into the street right-of-way and that any street parking/storage of trailers and equipment either in the Subject Property's parking area or within any public street/right-of-way is prohibited.

Commercial Vehicle Parking: The Applicant's vehicle is the only 'company' vehicle. The Applicant states that no company vehicles will be parked/stored at the Subject Property during non-business hours. The permit should limit the parking of any forklifts, trailers, and/or other motorized vehicle or equipment be stored only inside the building during non-business hours and never within the public right-of-way.

Loading/Unloading: Shipments to the Subject Property will be roughly every two weeks on various types of vehicles depending upon the supplier and items being delivered. The 300 block of Olympia Avenue is not a 'through' street, and thus traffic circulation is limited. Provided that trucks making deliveries 1) maintain a minimum of one drive lane open, 2) does not block or impede access to neighboring properties, and 3) is only

parked for limited time to conduct loading/unloading; then such delivery and loading/unloading activities should not pose an issue. Furthermore, all deliveries/shipment and loading/unloading activities should only occur during permit authorized operational hours. This requirement is consistent with Municipal Code Chapter 10.08 regarding street parking of oversized vehicles. The temporary parking of a UPS, FedEx, or similar delivery services in box trucks (or smaller) making a quick drop off and not requiring layover times that would be detrimental to the public traversing this block of Olympia Avenue, should be exempt from the above restriction.

Trash: The Subject Property does not provide an enclosure to screen trash bins or dumpsters, nor is there adequate space along the building's frontage to provide any such enclosure without impeding on-site parking. The front parking area should be maintained clear from any accumulation of trash, packaging debris, or other discarded items and dumpsters/bins; as that would impose a blighting influence and impede on-site parking. Unless a City sanctioned trash enclosure can be provided on the Subject Property, the permit should require the Applicant to maintain all of his refuse and collection bins/dumpsters inside the building except on designated trash collection days. If the Applicant cannot incorporate this requirement into his operation, then the site is not appropriate for the Proposed Use. The permit should also require the Applicant to work with the City's franchised waste hauler in implementing recycling and material recovery whenever feasible.

Impacts: The site will be used for inventory storage and accessory office, which have little negative impact provided all storage is maintained within the building. Normally, warehouse operations are discouraged as they are typically "dead space" with little pedestrian or community activity that the Mixed Use zoning encourages. However, the Subject Property is at the southern edge of the City, facing a City of Seaside street, that has little influence on the overall West End District; and the Proposed Use is compatible with surrounding uses on the 300 block of Olympia Avenue.

Signs: The Applicant states that no commercial sign for the Subject Property is intended at this time. If the Applicant chooses to have a sign in the future, then review and approval by the City's Design Review Committee (DRC) is required prior to installation. This should be a condition of permit approval.

Stormwater Control:

The Proposed Use is of an existing commercial building. The Applicant does not propose to alter or add pavement on the Subject Property. Therefore, stormwater control regulations do not apply to this use permit application. However, the Applicant must implement mitigation necessary to ensure this operation is in accordance with Municipal Code Chapter 13.05.

Water:

The Applicant's proposed commercial storage and accessory office qualify as a Group I category low water use in accordance with the Monterey Peninsula Water Management District (MPWMD). The site has credit based upon a Group I use; therefore, no additional

water credit is required. The permit should contain standard language stating that approval of the permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City or other Agency.

Advisory Agencies:

Information on the proposed Project was circulated to the City's advisory agencies (Police, Fire, Engineering, County Health, & Sanitation District). No comments were received at the time of preparing this report.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the conditional use permit, authorizing the Applicant's Proposed Use of the Subject Property in accordance with staff's recommended conditions.

Findings for Approval:

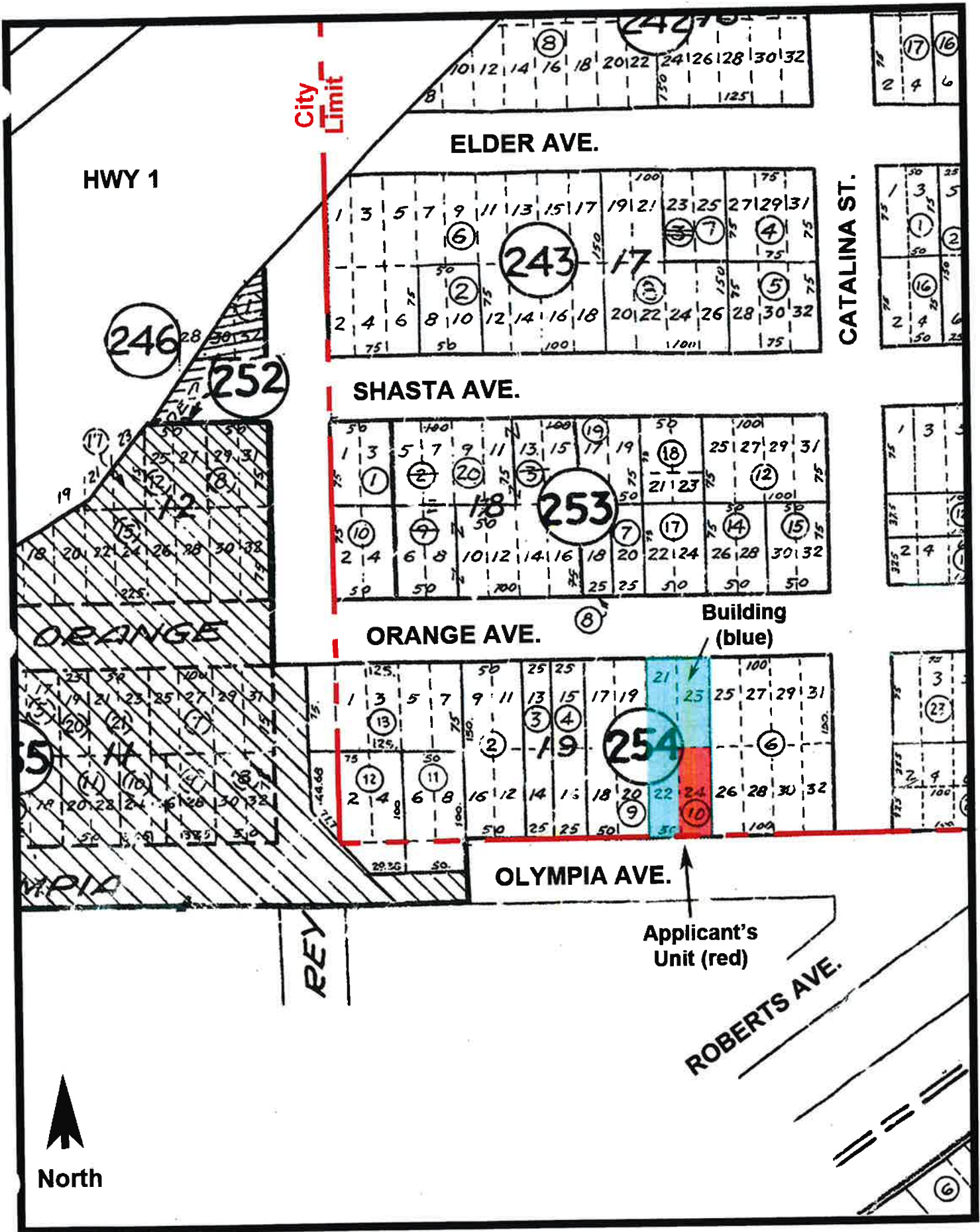
1. The Proposed Use at the identified scale is compatible with the Planned Mixed-Use (MU-P) zoning district and the existing neighboring land uses, as conditioned.
2. The Subject Property provides on-site parking to satisfy minimum zoning code compliance for the Proposed Use, and the use is conditioned to restrict parking practices that are considered detrimental.
3. No allocation of water credit from Sand City is required for the proposed use.
4. Adequate utilities are available to facilitate the Proposed Use.
5. The application and Proposed Use qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

Exhibits:

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

Attachments:

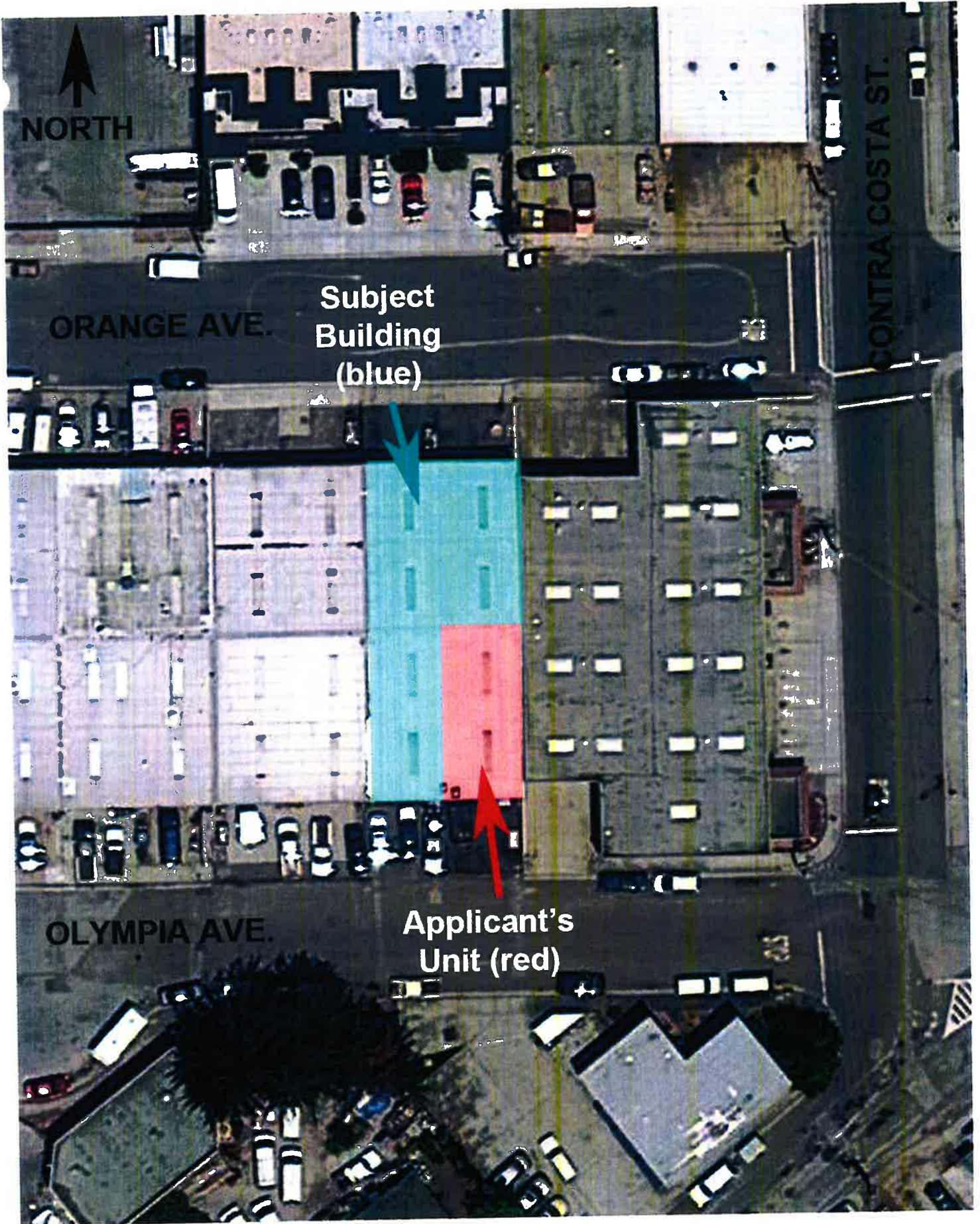
- Draft Resolution to approve a Conditional Use Permit



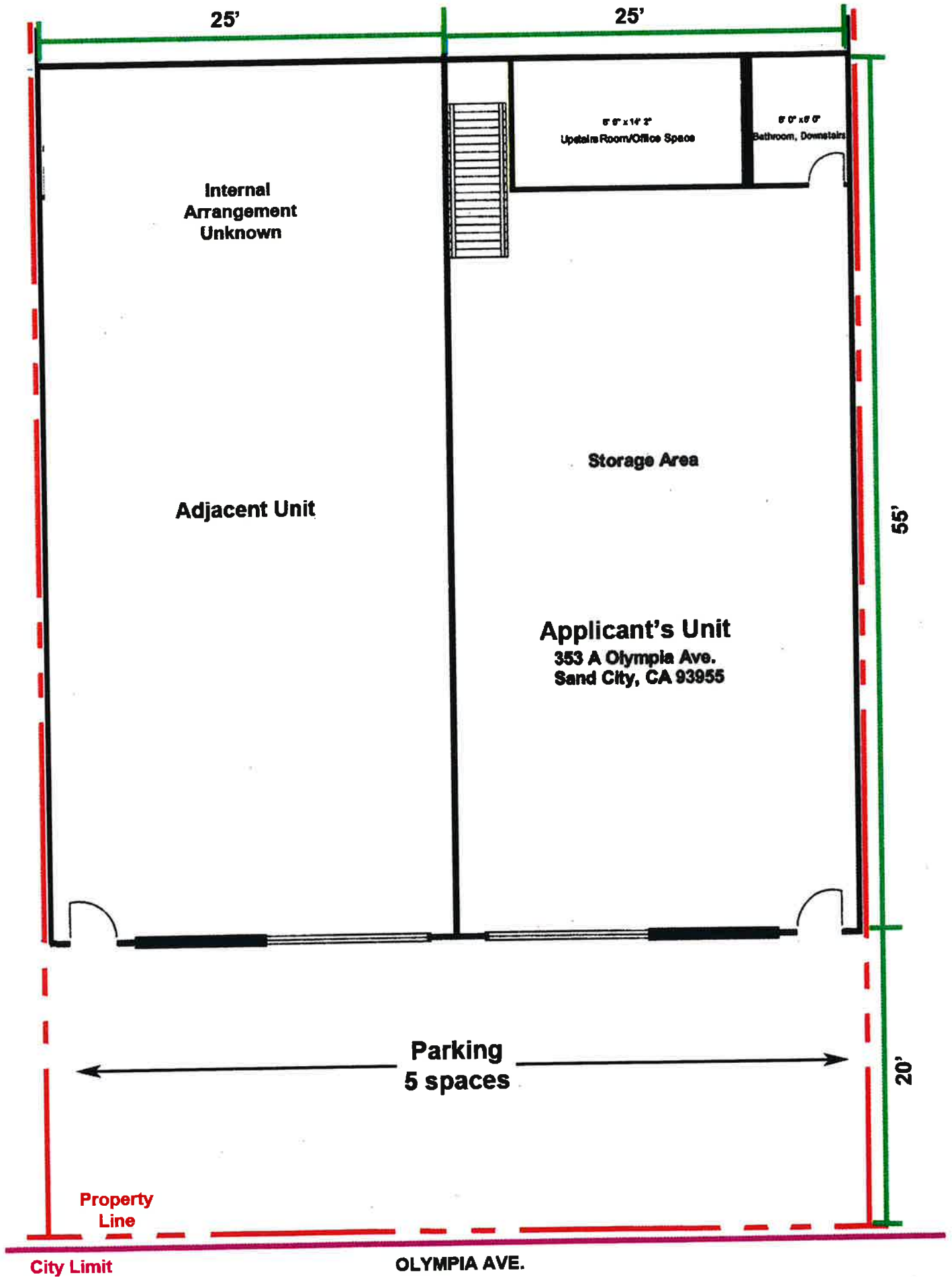
Location Map

EXHIBIT A

0.047



Aerial Map



Site & Floor Plan

EXHIBIT C
 00 049

Applicant's Unit



Site Photograph (via Google Earth)

EXHIBIT D

00 050

28th February, 2018

Blake Wagner

CEO, Team Hydro and Irrigation
353 A Olympia Avenue
Sand City, CA 93955

Sand City Planning Department,

This Letter of Intent is to provide whom it may concern the details and proposed project of Team Hydro and Irrigation. Team Hydro and Irrigation is a hydroponic and irrigation wholesale supplier. For the most part our Company provides our clients, (mostly based in Salinas) the equipment and supplies they need for their farming needs via custom orders they have sent us. The commercial space in which we will be leasing will be used as an invoicing office and temporary storage area for the incoming orders Team Hydro receives. The frequency of these orders will be roughly every two weeks, and will be shipped in on various types of vehicles depending on which supplier is delivering.

The office will not be open to the public as a retailer service and no company signs will be administered. The office will be open Monday- Friday from 9am to 5pm. As of now there is only one employee, which is myself. There are no company vehicles, only my own personal vehicle which I will use to utilize the office space. The materials stored on premises will only be stored there temporarily, as we need to deliver them to the client in which ordered them. These materials include irrigation supplies, plastic pots, lighting equipment, etc.

To recap, this commercial space is mostly to be utilized as a invoicing office and temporary storage of ordered materials. There will be no construction or storing of materials outside of the building. If you have any other questions, I can be reached via email at teamhydroandirrigation@gmail.com, or by phone at 503-956-3799. Thank you for your time.

Sincerely,

Blake Wagner, Team Hydro and Irrigation

EXHIBIT E

051

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT 622 FOR TEAM HYDRO & IRRIGATION
AUTHORIZING A HYDROPONIC AND IRRIGATION WHOLESALE
STORAGE AND DISTRIBUTION OPERATION AT 353 OLYMPIA AVENUE**

WHEREAS, Blake Wagner, CEO of Team Hydro & Irrigation (the "Applicant"), submitted an application to the City of Sand City (the "City") for conditional use permit approval to establish and operate a hydroponic and irrigation wholesale operation with inventory storage and accessory office (the "Applicant's Use") within an approximate 1,500 square foot commercial unit at 353 Olympia Avenue (portion of APN 011-254-010) in Sand City (the "Subject Property"); and

WHEREAS, the Applicant's Use at the Subject Property, of the scale and intensity described in the application at the southern border edge of the City fronting the City of Seaside will have little detrimental impact to the City's West End mixed-use district and is considered compatible with the surrounding commercial and mixed-use neighborhood defined by the City's General Plan and Zoning Ordinance; and

WHEREAS, the Applicant's Use within the Subject Property's commercial building will not require an allocation of water under the current regulations of the Monterey Peninsula Water Management District (M.P.W.M.D.); and

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

WHEREAS, the City Council of the City of Sand City, on _____, 2018, has found and determined that the Applicant's Use, as identified by the Applicant and appropriately conditioned by a conditional use permit, 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 622 shall be granted upon the conditions hereinafter set forth; and

WHEREAS, the City Council of the City of Sand City has accepted the analysis and findings for approving Conditional Use Permit 622 ("CUP 622") as outlined in the City staff report, dated March 5, 2018.

1. CUP 622 is not valid, and the Applicant's Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the Applicant/permittee and the Subject Property's owner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed document may be grounds for City termination of CUP 622.

2. **Purpose:** CUP 622 is for the express purpose of authorizing, at the scope and scale described in the Applicant's application, a hydroponic and irrigation wholesale operation with inventory storage and accessory office within an approximate 1,500 square foot commercial unit of an existing commercial building at 353 Olympia Avenue (portion of APN 011-254-010); subject to the terms and conditions specified in CUP 622. Residential occupancy of the Applicant's unit is prohibited. There shall be no expansion to the scope or intensity of the Applicant's Use beyond that as authorized by CUP 622 without either an amendment of CUP 622 or the issuance of a new land use entitlement permit by the City.
3. **Hours of Operation:** Hours of operation for the Applicant's Use on the Subject Property shall only occur between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. All loading/unloading and deliveries/shipment activities associated with the Applicant's Use at the Subject Property shall only occur within these aforementioned permitted hours of operation, and such activities are prohibited on Sundays and City recognized public holidays. Office activity on-site by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public.
4. **On-Site Parking:** A minimum of two (2) perpendicular on-site parking spaces, along the building's Olympia Avenue frontage, shall be maintained on the Subject Property for the Applicant's use. On-site parking spaces shall not be used for any purpose that impedes vehicle parking, with exception to on-site loading/unloading activities. It shall be the Subject Property owner's responsibility to maintain these spaces for the Applicant. Failure to maintain these spaces for vehicle parking in accordance with CUP 622 shall be sufficient reason for the City to terminate CUP 622. Double parking or large truck parking on-site that encroaches into the public right-of-way in front of the building is prohibited. The Applicant is prohibited from parking/storing any non-operational vehicles on the Subject Property.
5. **Company Vehicle Parking:** Any company vehicles, forklifts, trailers, and the like shall only be parked inside the Applicant's unit during non-business hours (see Condition No. 3). The Applicant shall not park and/or store any hitch or other type of trailer outside the building during non-business hours on the Subject Property or within any City public right-of-way.
6. **Truck & Trailer Street Parking:** In accordance with Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other large vehicles, as listed in Chapter 10.08, within any street and/or along any curb at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of citations in accordance with Municipal Code Chapter 10.08.
7. **Loading/Unloading:** All loading/unloading of any item associated with the Applicant's Use shall only occur during CUP 622 authorized hours of activity (see Condition No. 3). Large flat bed and trailer trucks (i.e. 18-wheeler, semi-trucks, etc.) making deliveries to the Subject Property shall only utilize the 300 block of the Olympia

Avenue right-of-way in front of the Applicant's unit for loading/unloading activities, for a period not to exceed one (1) hour, provided that one travel lane of Olympia Avenue remains open during that entire time, said truck is attended by the driver during that time, and said truck does not impede access to neighboring units and properties.

8. Storage: All inventory, materials, equipment, packaging, pallets, and/or any other item associated with this operation stored or packaged on the Subject Property, shall only be stored within the Applicant's unit and are prohibited from being stored on-site beyond the confines of the building. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department and the City's Fire Department. The placement of a self-contained portable storage unit on-site, beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's operation; and thus be sufficient reason for the City to terminate CUP 622.
9. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CUP 622. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area of the Subject Property for the duration of the Use authorized by CUP 622.
10. Signs: Any commercial sign on the exterior of the building or anywhere on the Subject Property, identifying the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (DRC) in the issuance of a sign permit prior to the establishment of any such sign at the Subject Property. Signs attached to the building shall also obtain, at the discretion of the City Planner, a City building permit prior to installation of said sign. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
11. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building or within a City approved enclosure on the Subject Property. An enclosure may be established on the Subject Property only after approval by the City's Planning Department and provided it does not impede required on-site parking. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine when/where feasible.
12. Hazardous Waste: Any and all hazardous materials and/or waste that may be used/generated by the Applicant's Use shall be legally stored and disposed of in accordance with the regulations of Sand City, the County of Monterey, and the State of California. The Applicant shall concede to any direction of the City's Fire Department and/or the Monterey County Health Department regarding the storage

and/or handling of hazardous materials on the Subject Property. Any illegal material storage, dumping, and/or disposal shall be adequate grounds for termination of CUP 622.

13. Water Runoff: The Applicant's Use shall not create water run-off 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 Subject Property.
14. Water: Issuance of CUP 622 does not grant the Applicant and/or the Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use shall be limited to that water credit currently available to the Subject Property in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
15. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and the Monterey County Health Department, shall be implemented to the satisfaction of each department/agency and inspector thereof. Police Department requirements pertaining to security, street parking, code enforcement, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
16. Fire Department: The Applicant's Use of the Subject Property, as authorized by CUP 622, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department. The Subject Property shall be available and open for Fire Department and/or City code enforcement safety inspections. Failure to comply with Fire Inspector and/or code enforcement requirements may be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use, and City termination of CUP 622.
17. Nuisance: The Applicant's Use of the Subject Property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties or occupants thereof. The Applicant shall be responsible for the impacts created by the Applicant's Use. 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 Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by CUP 622, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CUP 622. Failure to comply with such City direction may result in the amendment or revocation of CUP 622.
18. Violation/Termination: If the City determines that any term or condition of CUP 622 has been violated, and/or use of the Subject Property constitutes a nuisance or is

otherwise detrimental to the neighborhood or the community, written notice shall be issued to the Applicant, that if such violation and/or nuisance 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 622, and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner/manager shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to action by the City Council to amend or terminate CUP 622.

19. Interpretation: Any questions of intent or interpretation regarding any condition within CUP 622 shall be resolved by the City Planning Department.
20. The issuance of CUP 622 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
21. Indemnification: To the extent permitted by law, the Applicant shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside, or void any permit or attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
22. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the Applicant's Use within Sand City. Failure to maintain a current business licence may be sufficient grounds for termination of CUP 622.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Linda K. Scholink, City Clerk

Mary Ann Carbone, Mayor

Signatures continued on following page...
Signatures continued from previous page.

This is to certify that the Conditional Use Permit (CUP) 622 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, City Planner

APPLICANT ACCEPTANCE (CUP 622)

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

DATED: _____ BY: _____
Applicant

CONSENT OF OWNER (CUP 622)

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

DATED: _____ BY: _____
Property Owner

AGENDA ITEM

10A

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: March 12, 2018
Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
APPROVING A CONSULTING SERVICES AGREEMENT WITH NBS

Background:

The proposed development at the southwest corner of California and Tioga Avenues will include two hotels (alternative plan – 1 hotel), restaurant, and two multifamily residential projects on land that are currently underutilized industrial warehouses. The new development will place a burden on City services in excess of the additional revenues generated for the City by increased property taxes, sales taxes, etc. A Community Facilities District (“CFD”) is a financing mechanism the City can utilize to fund City services.

Discussion:

City staff requested proposals related to CFD Formation from four consulting firms. Four of the firms responded with proposals:

Proposal Budget Comparison

<u>Firm</u>	<u>Cost</u>
SCI Consulting Group	\$24,740
David Taussig & Associates, Inc.	\$25,000
NBS	\$29,000
Spicer Consulting Group	\$30,000

City staff evaluated the proposals and recommends approving the agreement with NBS. NBS is highly recommended by some of the Monterey Peninsula City Manager colleagues. The level of expertise demonstrated by their staff, strong track record, and their commitment to working solely for public agencies to avoid conflicts of interest with developers differentiated NBS from the other proposals.

Fiscal Impact:

Costs associated with the consultant services related to the Fiscal Impact Analysis and CFD formation are to be paid by the project developer. After the CFD is formed, the annual levy and collection of special taxes and CFD administration is charged to the CFD. Failure to approve the accompanying resolution would result in an inability to form the CFD and collect the annual special taxes to mitigate the negative fiscal impact of the development.

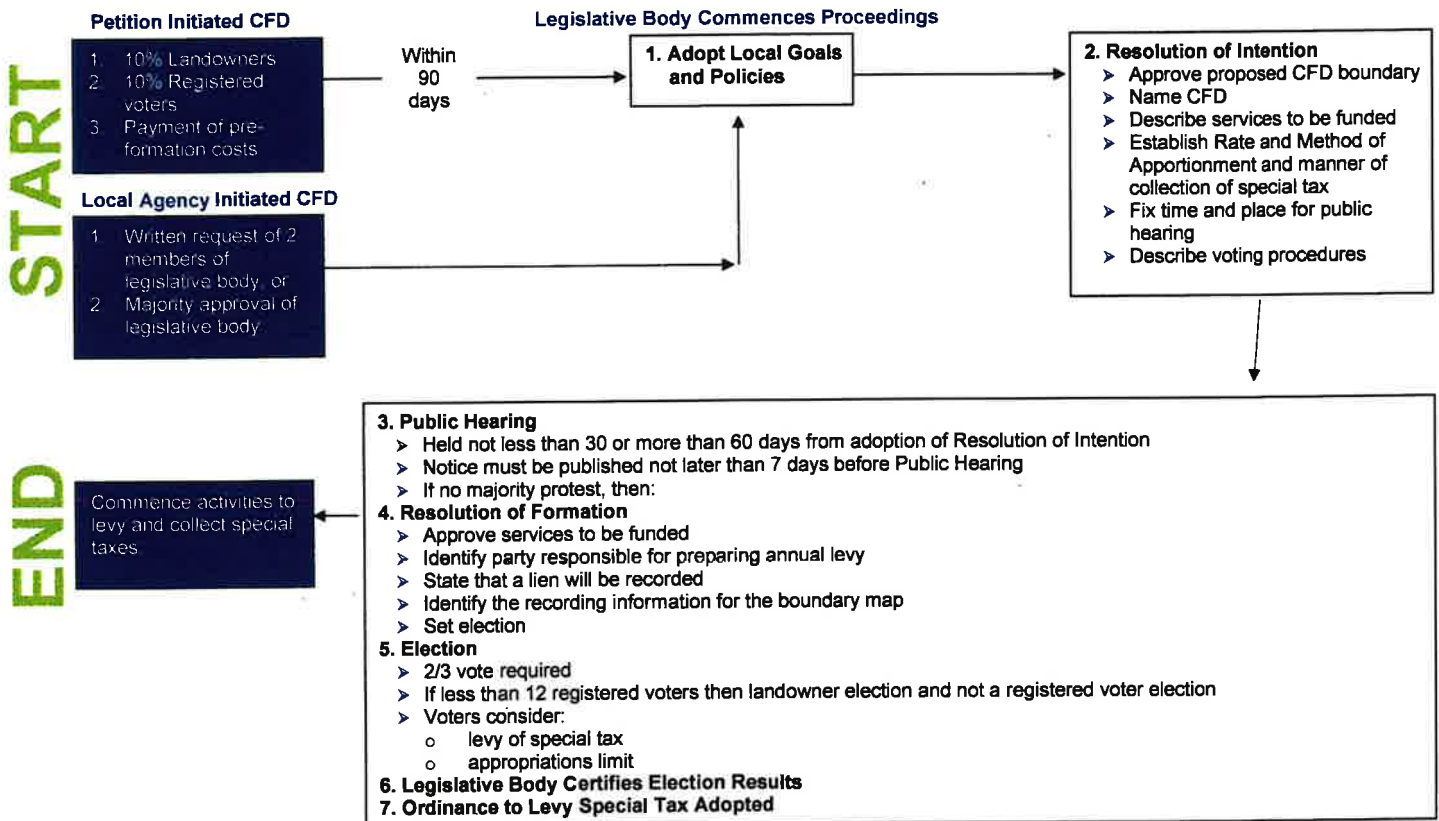
Staff Recommendation:

Consider Resolution approving a consulting agreement with NBS for services regarding the fiscal impact analysis and Community Facilities District (“CFD”) Formation for the South of Tioga project.

ATTACHMENTS:

1. Resolution

**COMMUNITY FACILITIES DISTRICTS FORMATION STEPS
NON-BONDED & LANDOWNER VOTE WITH ELECTION NOTICE WAIVER
(Commencing with Section 53311 of the Government Code)**



32605 Temecula Parkway, Suite 100
Temecula, CA 9259
Toll free: 800.676.7516

nbsgov.com

**CITY OF SAMPLE CITY
COMMUNITY FACILITIES DISTRICT NO. 2018-1**

FISCAL IMPACT ANALYSIS AND CFD FORMATION SCHEDULE

City Council Meets 1st & 3rd Tuesdays at 5:30pm

Estimated Timeframe	Scheduled Tasks
90 days	NBS distributed data request for inputs to Fiscal Impact Analysis
	City & Property owner provide data requested
	NBS reviews data provided, incorporates data into Fiscal Impact Analysis, requests additional data, if needed
	NBS delivers draft Fiscal Impact Analysis Report
	City & Property Owner provide comments on draft Fiscal Impact Analysis Report
	NBS delivers final Fiscal Impact Analysis Report
30-60 days	NBS, City & Property Owner convene for CFD kick-off meeting to determine project schedule, identify special circumstances and establish meeting dates
	NBS distributes draft Local Goals & Policies, Petition, Boundary Map, Rate and Method of Apportionment and Resolution drafts for City & Property Owner review
	Comments due on all documents distributed to date
	Executed Petition, Final Resolution of Intention to Establish CFD, including Boundary Map and Rate and Method of Apportionment due to City Clerk
Public Hearing must be not less than 30 or more than 60 days after Intent Meeting, Landowners can waive the 90 election noticing with 100% consent	Intent Meeting – Consider Resolution Adopting Local Goals & Policies and Resolution of Intention, including Boundary Map/Rate and Method of Apportionment and setting the date of the Public Hearing
	City Clerk arranges for publication of the Hearing Notice in the local adjudicated newspaper at least 7 days prior to Public Hearing
	Boundary Map must be recorded on or before this date
	Final Resolution of Formation, Resolution Calling the Election, Resolution Declaring Election Results and CFD Ordinance due to City Clerk
	Public Hearing – City Council allows any public comments either oral or written. City Council determines whether there has been a majority protest or not, then considers Resolution of Formation calling a Special Election
	Election – City Clerk canvasses the Ballots, informs the City Council that the Question of levying the tax is approved, City Council considers the Resolution Declaring the Results of the Election and the first reading of the Ordinance Levying the Special Tax
15-30 days	Notice of Special Tax Lien recorded
	Ordinance Meeting – Second Reading of Ordinance Levying the Special Tax
	Publication of Ordinance

CITY OF SAND CITY

RESOLUTION SC _____, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SAND CITY AND NBS GOVERNMENT FINANCE GROUP ("NBS") TO ASSIST THE CITY OF SAND CITY WITH FISCAL IMPACT ANALYSIS AND NON-BONDED COMMUNITY FACILITIES DISTRICT FOR THE SOUTH OF TIOGA PROJECT AT A COST NOT TO EXCEED \$29,000

WHEREAS, the proposed South of Tioga development will place a burden on City services in excess of the additional revenue generated for the City by increased property taxes, sales taxes, etcetera; and

WHEREAS, in January the City of Sand City (the "City") requested proposals for consulting services related to the formation of a Community Facilities District ("CFD") for the West End/South of Tioga redevelopment area to provide funding for certain services; and

WHEREAS, City staff has reviewed the proposals from four consulting firms:

Proposal Budget Comparison

<u>Firm</u>	<u>Cost</u>
SCI Consulting Group	\$24,740
David Taussig & Associates, Inc.	\$25,000
NBS Government Finance Group ("NBS")	\$29,000
Spicer Consulting Group	\$30,000; and

WHEREAS, this City Council desires to enter into a new consulting services agreement with NBS to provide fiscal impact analysis and CFD formation services; and

WHEREAS, NBS comes highly recommended due to their level of expertise, strong track record, and their commitment to working solely for public agencies to avoid conflicts of interest with developers that differentiated NBS from the other proposals.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SAND CITY, AS FOLLOWS:

1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.
2. Approval. The City Council does further resolve, order and direct the City Administrator to execute an agreement (Attachment 1) with NBS, subject to review by the City Attorney that incorporates the same scope of service and cost proposal as set forth in the proposal shown in Exhibit A & B attached hereto at a cost not to exceed \$29,000.

3. NBS will maintain a current Sand City Business License throughout the term of the Agreement.

4. The term of this Agreement shall commence when Agreement is fully executed and go through December 31, 2018.

5. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of March, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made as of the _____th day of March, 2018, by and between NBS GOVERNMENT FINANCE GROUP, a California corporation, dba "NBS" ("Consultant"), and CITY OF SAND CITY ("Client").

RECITALS

A. The Client desires to obtain certain consulting services for Fiscal Impact Analysis and Non-Bonded Community Facilities District (CFD) Formation.

B. The Client desires to engage Consultant as an independent contractor to perform such services on the terms and conditions set forth herein.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. **Services.** Consultant shall perform the scope of services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Any other services required or requested by Client shall be subject to mutual agreement of the parties and may be subject to additional scope of work and fee negotiations.

2. **Term.** The term of this Agreement shall commence when agreement is fully executed and go through December 31, 2018.

3. **Compensation.** Compensation to be paid by Client to Consultant shall be in accordance with the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Client and Consultant recognize that the scope of the project may change from that defined in Exhibit A and that significant changes in the scope of services will require renegotiation of fees.

4. **Expenses.** Except certain billable expenses as set forth in Exhibit B, Consultant will be responsible for all of its expenses incurred in performing the Services hereunder.

5. **Qualifications of Consultant.** Client has relied upon the professional training and ability of Consultant to perform Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

6. **Independent Contractor Status.** The relationship of Consultant and Client hereunder is an independent contractor relationship and nothing in this Agreement shall be construed to create any other relationship. No agent, employee, or representative of Consultant shall be deemed to be an agent, employee, or representative of Client for any purpose. Consultant agrees that neither it nor any of its employees, is entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant is responsible for providing, at its own expense, disability, unemployment, workers' compensation, training, permits, and licenses for its employees. Consultant

does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding Client.

7. Income Taxes. Consultant is responsible for paying when due all federal, state and local income taxes, incurred as a result of the compensation paid by Client to Consultant for Services under this Agreement. Consultant agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Consultant's failure to comply with this provision.

8. Insurance Requirements. Consultant, at its own cost and expense, shall procure and maintain, for the duration of this Agreement, commercial general liability insurance (said insurance shall have a limit for each occurrence of at least Two Million Dollars (\$2,000,000), and Four Million Dollars \$4,000,000 aggregate) naming City of Sand City as additional insureds, in connection with Consultant's activities, officers, employees, officials, agents, officers, staff and Board members), workers' compensation insurance and employer's liability insurance as required by the State of California (said insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease), and professional errors and omissions liability insurance (said insurance shall cover Consultant's performance under this Agreement with a limit of liability of at least Two Million Dollars (\$2,000,000) for any one claim and aggregate), and automobile insurance with a limit of at least One Million Dollars (\$1,000,000). Prior to commencement of the Services, Consultant shall deliver to Client a Certificate of Insurance evidencing compliance with this paragraph. The certificate shall stipulate that advance written notice of cancellation of the required policy shall be given to the Client by any and all insurance companies.

9. Client's Responsibilities. The Client shall furnish Consultant with any pertinent information that is available to Client and applicable to the Services. The Client shall designate a person to act with authority on its behalf in respect to the Services. The Client shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. Client understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, "Information") supplied to Consultant by Client or any of its agents, contractors or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to Client or any third party if such Information is not correct.

10. Indemnification. Consultant shall defend, indemnify and hold harmless Client, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of Consultant or a breach by Consultant of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of Client. Consultant will not be liable to the Client or anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of Consultant. Except in the case of Consultant's negligence, willful misconduct or breach of its obligations under this Agreement, Client shall defend, indemnify and hold harmless Consultant, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of Consultant performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of Client or any of its agents or

contractors supplying incorrect Information or documentation to Consultant. The provisions of this Section 10 shall survive termination of this Agreement.

11. Limitation of Liabilities. Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to Consultant's Services under this Agreement from any cause or causes, including but not limited to Consultant's negligence, errors, omissions or breach of contract (hereafter "Client claims") shall not exceed the total sum paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client claims under the terms and conditions of Consultant's insurance policies applicable thereto. The provisions of this Section 11 shall survive termination of this Agreement.

12. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, gender identity, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. Attorneys' Fees. In the event of any action or other proceeding, including arbitration or other non-judicial proceedings, arising from, in, under or concerning this Agreement and any amendment thereof, including, without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other party in such action or proceeding, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party.

14. Compliance with Law. In connection with the services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

15. Entire Agreement; Amendment. This Agreement, including the Exhibits attached hereto, constitutes the final, complete and exclusive statement of the terms of the agreement between Client and Consultant with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements or understandings between them with respect thereto. This Agreement may not be amended, modified or changed except by instruments in writing signed by all of the parties hereto.

16. Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.

17. Controlling Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of California without reference to its choice of law provisions. The parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on *Forum Non Conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in the manner, or in any of the jurisdictions, provided herein.

18. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

20. **Successors and Assigns.** Consultant and Client each binds itself, its partners, its successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants and agreements contained herein.

21. **Notices.** All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) when received when sent by e-mail or facsimile at the address and number set forth below (provided, however, that the receiving party confirms receipt of such notice by e-mail, facsimile or any other method permitted hereunder, and that any notice given by e-mail or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day); or (c) three business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same has been deposited with a reputable overnight delivery service reasonably known by the parties (such as FedEx, DHL WorldWide Express, California Overnight, USPS Priority Mail Express, etc.), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

If to Consultant:

NBS Government Finance Group
Attention: Michael Rentner, Chief Executive Officer
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Telephone: (951) 296-1997
Fax No.: (951) 296-1998
E-Mail: mrentner@nbsgov.com

If to Client:

City of Sand City
Attention: Todd Bodem, City Administrator
1 Pendergrass Way
Sand City, CA 93955
Telephone: (831) 394 - 3054
Fax: (831) 394 - 2472
Email: TBodem@sandcityca.org

22. **References and Titles.** All references in this Agreement to Articles, Sections, Subsections and other subdivisions refer to corresponding Articles, Sections, Subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any subdivision are for convenience only and do not constitute any part of such subdivision and shall be disregarded in construing the language contained in such subdivision. The words this Agreement, this instrument, herein, hereof, hereby, hereunder, and words of similar import refer to this Agreement

as a whole and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

23. Time. Time is of the essence.

24. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to and nothing contained herein shall be interpreted to confer on any party the rights of a third party beneficiary and this Agreement shall be for the sole benefit of the parties hereto.

25. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

26. Language. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed against either party based upon the fact that either party drafted or was principally responsible for drafting this Agreement or any specific term or condition hereof.

27. Termination. This Agreement may be terminated by either party by giving thirty (30) business days written notice to the other party of its intent to terminate this Agreement. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination and Client shall be entitled to all work performed to that date.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement on the day and year first above written.

CONSULTANT

NBS GOVERNMENT FINANCE GROUP,
a California corporation, dba NBS

By: 
Name: Michael Rentner
Title: Chief Executive Officer
Date: 3/9/18

CLIENT

City of Sand City

By: _____
Name: _____
Title: _____
Date: _____

Attachments:

- Exhibit A: Consultant Scope of Services
- Exhibit B: Compensation for Services

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

FISCAL IMPACT ANALYSIS (FIA)

Our vision with the FIA leading this particular CFD formation project is to set the stage for the Client's current General Fund situation (assumed to be a deficit as the Client is looking for additional funding for almost all general Client services). Once we have identified a current cost per various multipliers (person, square foot, employee, etc.), we can then forecast the revenue based upon the Client's current development and the anticipated future development. We can then take this current data to forecast the estimated cost/revenue projections for future development. This analysis will assist in our establishment of a special tax formula that fairly allocates the special tax to the varying land use categories. For this effort, we will look at any new development projects in the pipeline and current zoning plans for undeveloped areas to estimate remaining development.

TASK 1: IDENTIFY DESIRED SERVICES, DEMANDS AND COSTS

NBS will review current Client service costs for existing uses, and provide cost projections for any new development area. NBS will rely on the Client to provide the necessary Client cost data required to inform the analysis. Establish total costs based on a multiplier basis (person, employee, square foot, etc.)

TASK 2: IDENTIFY EXISTING AND ANY NEW DEVELOPMENT REVENUES

NBS will provide revenue estimates for property tax, sales tax, transient occupancy tax and tax increment, if any. One-time fees, such as impact fees, and other fees for service will not be considered in this analysis. Establish total revenues based on either a case study method or multiplier basis (person, employee, square foot, etc.)

TASK 3: DETERMINE THE POTENTIAL POSITIVE/NEGATIVE FISCAL IMPACT

NBS will ascertain the potential positive/negative fiscal impact that any new development area would have on the Client. Recommend a revenue generator to recover the negative fiscal impacts, as needed (i.e. CFD).

TASK 4: PREPARE FINAL REPORT AND PRESENT FINDINGS

NBS will provide a final report and present findings to staff and City Council, as directed.

COMMUNITY FACILITIES DISTRICT (CFD) FORMATION SERVICES - NON-BONDED

TASK 1: KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with Client staff, legal counsel, any financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the Client's preference

- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

TASK 2: LOCAL GOALS & POLICIES

NBS will assist the Client in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

TASK 3: DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

TASK 4: DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

TASK 5: COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

TASK 6: RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, the financial advisor and others, as appropriate.

TASK 7: MAPPING

NBS will prepare the Boundary Map and related documents and present to the Client as required by the Act.

TASK 8: RESOLUTIONS AND ORDINANCE

NBS will prepare the required resolutions and ordinance in accordance with the time schedule. The resolutions and ordinance will comply with the Act. Final form of the resolutions and ordinance will be reviewed and approved by legal counsel and the Client.

TASK 9: INTENT MEETING

NBS will present to both City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax.

TASK 10: SPECIAL TAX REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report (Special Tax Report) including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the Client, legal counsel, the financial advisor and property owners. NBS will file the Special Tax Report with the City Clerk.

TASK 11: NOTICES AND BALLOTS

NBS will prepare and mail notices and ballots to all landowner electors within the territory of the proposed Community Facilities District. The notices and ballots will comply with "Proposition 218, The Right to Vote on Taxes Act", the Act and all applicable provisions of the Elections Code. Final form of notices and ballots will be approved by Client staff and legal counsel.

TASK 12: PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings.

TASK 13: ADDITIONAL CFD DOCUMENTS

NBS will prepare the Notice of Special Tax Lien in compliance with the Act.

EXHIBIT B

COMPENSATION FOR SERVICES

FISCAL IMPACT ANALYSIS

Consulting Fee\$17,500

CFD FORMATION SERVICES (NON-BONDED)

Consulting Fee\$11,500

EXPENSES

Customary out-of-pocket expenses will be billed to the Client at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the Client but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$205
Associate Director	\$190
Senior Consultant / Engineer / Manager	\$ 160
Consultant	\$140
Analyst	\$120
Clerical/Support	\$ 95

TERMS

Consulting services will be invoiced upon completion of task. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

AGENDA ITEM

10C

Join us in celebrating those that help our region thrive at MCBC's 23rd Anniversary Gala & Annual Economic Vitality Awards.

[View this email in your browser](#)



**A Weekly Newsletter Promoting Monterey County:
Open for Business**

Business Council members identified as (BCM)

Friday, March 9, 2018

Edition 732



County Sheriff Steve Bernal to speak at MCBC's next Members Only Luncheon

Join the members of the Monterey County Business Council for our next [Members Only Luncheon](#) on March 16 as we hear from Monterey County Sheriff, Steve Bernal. Sheriff Bernal plans to discuss the issues the Sheriff's Department has been actively addressing over the past year.

Time: 11:45 a.m.-1:30 p.m.

Date: Friday, March 16

Where: Bayonet Black Horse Golf Course, 1 McClure Way, Seaside.

RSVP



RSVP

Thanks to **Salinas Valley Memorial Healthcare System (BCM)** for its support as a presenting sponsor of our 23rd Anniversary Gala & Annual Economic Vitality Awards.



SalinasConnect mobile app to make its debut

Need a tree trimmed? Tired of seeing that abandoned vehicle on your street? Have a code violation you want to report? You will soon be able

to report it to the city using SalinasConnect, the service request mobile app for the city of Salinas (BCM).

More than 200 city employees from all departments have already completed training for SalinasConnect, which will allow residents submit a service request via SalinasConnect or the city's website. SalinasConnect will then store, process, and automatically route the request to the correct department. Notification will be provided to the resident via text, email or a phone call when the issue has been resolved. SalinasConnect will be available soon for download on Google Play and iTunes stores. [Read more](#)

Source: *Salinas City Manager's Office*



Wesley Van Camp honored with Ag Leadership award

Wesley Van Camp, vice president of legal and general counsel for Tanimura & Antle (BCM), was recently honored with the Salinas Valley Chamber of Commerce Ag Leadership award.

The Ag Leadership award recognizes Wesley for her leadership in resolving the challenge of farmworker housing in the Salinas Valley by spearheading Tanimura & Antle's Spreckels Crossing housing project. The employee-only residential housing complex, Spreckels Crossing, officially opened for Tanimura & Antle employees in April of 2016 and is about to welcome its third season of resident employee owners. Wesley received her Bachelor of Science in Evolution & Ecology from the University of California, Davis and a Juris Doctorate from Santa Clara University. She started her career with Tanimura & Antle in 2002 and actively serves on the United Fresh Produce Association Government Relations Council and is an executive committee member of the Monterey County Business Council.

Source: [Fresh Plaza](#)

Note the New Date: 'Infrastructure Summit' to take place April 30th

MCBC's [Infrastructure Summit](#) has a new date: **Monday, April 30**. The daylong forum will address some of the most critical components of our region:

Broadband, energy, water, waste management and transportation. The event will take place from 7:30 a.m. to 5 p.m. April 30 at Embassy Suites by Hilton Monterey Bay in Seaside.

- Stuck in traffic? Join us.
- Water issues? Join us.
- Internet too slow? Join us.
- High utility rates? Join us.

[RSVP](#) now for a day of fascinating panel discussions on the current state of infrastructure needs in Monterey County. Cost is \$50 for members, \$75 for non-members.



RSVP



Forbes Ag Tech Summit announced

The Fourth Annual Forbes AgTech Summit is coming to Salinas June 26-28, bringing together over 600 global agriculture leaders and entrepreneurs to tackle some of the world's most critical challenges. Held once again under the big tents on historic Main Street Salinas — where the Silicon and Salinas Valleys meet — the invitation-only event will foster

lively debate, generate rich networking opportunities and feature a full day of plenary sessions led by expert speakers and a cutting-edge innovation showcase. [Learn more](#)

Tackling the county's Digital Divide

Highly skilled workers, and high-speed internet, are integral to innovation in ag and other regional industries. That's why the limited access to fast broadband service is troubling for local companies such as equipment manufacturer Ramsey Highlander and others. It's also limiting education and career opportunities for local residents in their day-to-day lives. "A 21st-century economy relies on high-speed broadband," says Steve Blum, president of Tellus Venture Associates, which helps develop community-based broadband policies and networks.

The Monterey County Weekly (BCM) takes an in-depth look at the county's digital divide, including what Cruzio is accomplishing in Santa Cruz County, the far-reaching goals of nonprofit Digital NEST in giving youth important tools for the future, how the city of Gonzales (BCM) successfully fought to bring service to its residents and businesses and what some school districts and the Monterey County Office of Education (BCM) are doing to bridge the technology gap. [Read more](#)

Source: Monterey County Weekly

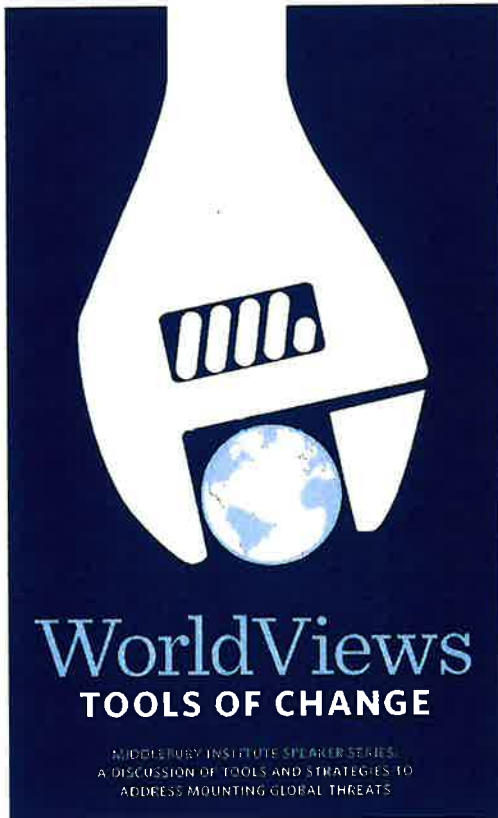
Application period ends March 12 for Startup Challenge Monterey Bay

Don't miss this opportunity! Application deadline ends midnight, March 12th for [Startup Challenge Monterey Bay](#), a regional new business competition for entrepreneurs in Monterey, San Benito and Santa Cruz counties. There are plenty of reasons why entrepreneurs and emerging startup businesses should participate in Startup Challenge Monterey Bay. Learn to refine your pitch to properly articulate your idea for investors, gain resources like a mentor to assist you throughout the startup building process, potentially win cash and professional services to fund your startup, and much more!



The Challenge offers pitch workshops and other resources to help you prepare!

"Create a Winning Pitch" workshop helps you prepare for the Qualifying Round and "In It to Win It" workshop helps you prepare for the Final Round; Mentors help the finalists prepare for The Final Round. Attend an Introduction to Startup Challenge workshop today, March 9 from 2-3:30 p.m. at the Gabilan Room of the CSUMB Library, Room 1128, 3054 Divarty St., Seaside. [Learn more](#)



Worldviews series opens March 14

Join Middlebury Institute (BCM) faculty as they discuss practical tools for change and smart strategies needed to address mounting global threats during the "Worldviews: Tools of Change" Speaker Series. The series opens on March 14 with a presentation focused on climate change, continues April 11 with a talk focused on the use of education to promote social change, and concludes May 9 with a conversation about understanding power in the nuclear age. Tickets are \$10 per person per event, and all events occur from 6-7 p.m., with a reception to follow, in Room 102 of the McGowan Building at 411 Pacific St. in Monterey. [Get details and tickets](#)

UPCOMING EVENTS



Friday, April 13 – **MCBC Monthly Membership Luncheon**, 11:45 a.m. - 1:30 p.m., Bayonet & Black Horse Golf Club, Seaside. Special guest speaker is Sen. Bill Monning, representing Senate District 17, which

contains Santa Cruz and San Luis Obispo Counties in their entirety, as well as portions of Monterey and Santa Clara Counties. Currently, Sen. Monning is the Senate Majority Leader and serves as a member of the Senate Committees on Budget; Health; Judiciary; Legislative Ethics; Natural Resources and Water; and the Budget Subcommittee #3 on Health and Human Services. Tickets: \$30. [RSVP](#)



Friday, May 11 – **MCBC Monthly Membership Luncheon**, 11:45 a.m. - 1:30 p.m., Bayonet & Black Horse Golf Club, Seaside. Special guest speaker is Assemblymember Anna Caballero, representing Senate

District 17, which contains Santa Cruz and San Luis Obispo Counties in their entirety, as well as portions of Monterey and Santa Clara Counties. Caballero was elected in November 2016 to the California State Assembly to represent the 30th Assembly District, which includes the Salinas Valley and Big Sur, San Benito County, Watsonville, Gilroy, and Morgan Hill. Tickets: \$30. [RSVP](#)



Find out more about the services and resources Monterey Bay PTAC offers and learn about upcoming workshops at www.montereybayptac.com and the Facebook page: [@MontereyBayPTAC](https://www.facebook.com/MontereyBayPTAC).



Special thanks to the County of Monterey for its ongoing support of the Monterey County Business Council's efforts for economic development and education.

Make sure your news gets noticed!

Submit news items of general interest about your organization or upcoming events for consideration for inclusion in Friday Facts, our weekly MCBC e-newsletter that reaches key decision-makers, industry leaders, movers and shakers in Monterey County and the greater region. And if you aren't yet a

member, join us now and help shape the future of Monterey County for the better. Download the [membership application](#) or call 216-3000.



Founded in 1995, the Monterey County Business Council (MCBC) is a 501(c)(6) organization comprised of a diverse group of members representing all industries and geographic areas of Monterey County. It remains the only countywide organization focused on business advocacy, economic development and workforce readiness.

Please support our efforts, by becoming a member today: [Membership Application](#)

If you are a current MCBC member, please help us grow our membership by forwarding this email to businesses who will benefit from our services.



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