

**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA  
SAND CITY COUNCIL CHAMBERS**

**TUESDAY, AUGUST 7, 2018**

**5:30 P.M.**

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

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Regular Meeting – August 7, 2018  
5:30 P.M.

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

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1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS BY MAYOR AND CITY 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 Council member may request that any item be placed on the Regular Agenda for separate consideration.

- A. Approval of July 17, 2018 Sand City Council Meeting Minutes
- B. Approval of Designation of Voting Delegate and Alternate for the 2018 League of California Cities Conference
- C. Approval of Denial of Claim submitted by Linda Bebermeyer regarding Personal Injuries from Bicycle Accident on February 1, 2018
- D. Approval of City RESOLUTION Authorizing Renewal of the Sheltering Services Agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA)
- E. Approval of City RESOLUTION to Oppose Proposition 6

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

**8. PRESENTATION**

- A. Presentation by Debbie Hale, Executive Director of the Transportation Agency for Monterey County (TAMC) regarding SB 1 Gas Tax Repeal on the November Ballot {10 minutes}

**9. OLD BUSINESS**

- A. Progress report on Desalination Plant and Sand City Water Supply New Wells Project, Residential Developments, Carroll Property Parking, West Bay Coastal Access Repair, Illicit Discharge Updates, South of Tioga Development, and other Sand City Community programs by City Engineer/City Administrator/City Planner

**10. NEW BUSINESS**

- A. Consideration of City RESOLUTION Approving the 5 Year Lease/Purchase of Motorola Radios for the Police Department at a cost not to exceed \$148,033
- B. Consideration of City RESOLUTION to Adopt New Terms and Benefits for Represented Members of the Sand City Police Officers Association for Fiscal Year 2018/2019
- C. Consideration of City RESOLUTION to Adopt New Terms and Benefits for all Full-Time Permanent Employees of the City of Sand City Not Represented by the Police Officers Association for Fiscal Year 2018/2019
- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

**11. CLOSED SESSION**

- A. City Council/Agency Board to adjourn to Closed Session pursuant to Government Code Section 54957 regarding Public Employee Employment, Position: City Administrator
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown

**12. ADJOURNMENT**

Next Scheduled Council Meeting:  
Tuesday, August 21, 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](http://www.sandcity.org)

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

**AGENDA ITEM**

**6A**

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

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Regular Meeting – July 17, 2018  
5:30 P.M.  
CITY COUNCIL CHAMBERS

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

The invocation was led by Reverend Robert Hellam.

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

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

Staff: Todd Bodem, City Administrator  
Jim Heisinger, City Attorney  
Leon Gomez, City Engineer  
Brian Ferrante, Police Chief  
Linda Scholink, Administrative Services Director/City Clerk  
Charles Pooler, City Planner

**AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**

The Mayor announced that a handout of her activities for the month of June and part of July is available on the table.

The City Administrator announced a letter from the law offices of Hugo Gerstl, Inc. for item 8A was distributed to the Council

**AGENDA ITEM 5, COMMUNICATIONS**

5:33 P.M. Floor opened for Public Comment.

Charles Pooler and other City Employees presented a memo to the Council with written correspondence expressing Staff's disappointments with Councils decision to grant only a 3% increase to the miscellaneous employees, despite all the factual data submitted. He expressed that Staff has not had the opportunity to directly communicate or present to the Council or the Budget/Personnel Committee. The group wanted to ensure that the Council was aware of what had been submitted as we feel that our interests were not being represented

accurately. A memo was distributed to the Council with subject information.

5:35 P.M. Floor closed to Public Comment.

Mayor Carbone commented that agenda item 6K will be pulled for separate consideration due to her conflict with the item.

## **AGENDA ITEM 6, CONSENT CALENDAR**

- A. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits. There was no discussion of the following use permits.
- 1) CUP #368, Jersey's Original Subs (food service), 832 Playa Avenue
  - 2) CUP #377, Hartzel Automotive (manufacturing), 510 A California Avenue
  - 3) CUP #521, Michael Sweaney (personal storage), 476 Shasta Avenue
  - 4) CUP #564, Hale Kai Lana, Inc., (packing and coffee distribution), 542 Ortiz Avenue
  - 5) CUP #603, Out of the Woods (showroom and wholesale), 801 California Avenue
  - 6) CDP #11-09, Aqua Body Cleansing (hydrotherapy), 1807 B Contra Costa Avenue
- B. There was no discussion of the June 5, 2018 Sand City Council Meeting Minutes.
- C. There was no discussion of the June 19, 2018 Sand City Council Meeting Minutes.
- D. There was no discussion of the Police Department Monthly Activity Report, June 2018.
- E. There was no discussion of the Public Works Monthly Report, June 2018.
- F. There was no discussion of the Monthly City/Successor Agency Financial Report, May 2018.
- G. There was no discussion of the City **Resolution** approving Time Extensions to October 31, 2018 of Multiple Conditional Use Permits (CUPs 450, 503, 508, 527, 532, 540, 541, 548, 576, 578, 588, 590, 594, 595, 598, & 599) and Coastal Development Permits 14-01 and 15-02 to Continue as Interim Uses at their Respective Locations within the South of Tioga Area.
- H. There was no discussion of the City **Resolution** approving a Joint Exercise of Powers Agreement and Cooperation Agreement with Monterey County and the Cities of Gonzales, Greenfield, and Del Rey

Oaks to Undertake or to Assist in the Undertaking of essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the period of July 1, 2019 through June 30, 2022.

- I. There was no discussion of the City **Resolution** Honoring Jacob's Heart Children's Cancer Support Services and Declaration of Childhood Cancer Awareness Month.
- J. There was no discussion of the City Donations/ Contributions to Jacob's Heart Children's Cancer Support Services for \$250 and the Panetta Institute for Public Policy for \$500
- K. Approval of City **RESOLUTION** approving a Request for Lot Line Adjustment for Lots 11, 13, and 15, Block 8, as shown on that certain Map entitled "Map of Cities and Towns of Seaside Addition to the Town of East Monterey", APN 011-182-002 and 011-182-003, for the Development of Two Single Family Homes at 1785 Oceanview Avenue within Sand City, California. **This item was pulled from the Consent Calendar for consideration under Agenda item 7.**

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

Mayor Carbone stepped down from the dias due to a possible conflict with Agenda item 6K.

## **AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

Vice Mayor Blackwelder presented Agenda Item 6K for Council consideration.

**Item 6K.** Approval of City **RESOLUTION** approving a Request for Lot Line Adjustment for Lots 11, 13, and 15, Block 8, as shown on that certain Map entitled "Map of Cities and Towns of Seaside Addition to the Town of East Monterey", APN 011-182-002 and 011-182-003, for the Development of Two Single Family Homes at 1785 Oceanview Avenue within Sand City, California.

5:38 P.M. Floor opened for Public Comment.

There were no comments from the Public.

5:38 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Request for Lot Line Adjustment for Lots 11, 13, and 15, Block 8, as shown on that certain Map entitled "Map of Cities and Towns of Seaside Addition to the Town of East Monterey", APN 011-182-002 and 011-182-003, for the Development of Two Single Family Homes



at 1785 Oceanview Avenue within Sand City, California was made by Council Member Hawthorne, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: Council Member Carbone. Motion carried.

## **AGENDA ITEM 8, PUBLIC HEARING**

*Council Members Blackwelder and Hawthorne stepped down from the dais due to a possible conflict of interest by residing within 500' of the subject property.*

### **A. Consideration of City RESOLUTION Approving Coastal Development Permit 18-03 for Camp Transformation Authorizing a Fitness Training Facility with Accessory Office at 325 Elder Avenue**

Mayor Carbone commented that a handout was received on the Dais regarding this item. City Planner Pooler reported that a letter was received by the City yesterday from the Law Offices of Hugo Gerstl, Inc. representing the interests of Monterey Bay Restaurant Equipment who is also a tenant at the subject property on which the application was scheduled for Council consideration.

Monterey Bay restaurant equipment is protesting the Camp Transformation permit which has become a civil matter between Monterey Bay restaurant and their landlord. Following discussions with the City Attorney, it had been decided that this item be continued indefinitely until those issues are resolved between those two parties. The City does not want to become involved in a civil matter. Staff is recommending tonight that this item be continued to an indefinite time. If it does come back to the Council, Staff would go ahead and re-notice it. The applicant and the property owner were notified of Staff's recommendation in the situation. The applicant William Graham, who represents the property owner and the owner of Monterey Bay restaurant equipment is also in attendance tonight. Staff is recommending this item be continued indefinitely with no presentation.

The City Attorney commented that because this is a noticed public hearing the item may be opened to the public for comment and even though the matter will be continued.

5:43 P.M. Flor opened for Public Comment.

There was no comment from the Public.

5:43 P.M. Floor closed to Public Comment.

The City Attorney commented that the issue needs to be resolved between the property owner and its tenants. The City does not have jurisdiction to make decisions. The Mayor commented that this item will be continued indefinitely. The Council was in consensus with continuing the item as recommended.

*Council Members Blackwelder and Hawthorne returned to the dais.*

## **AGENDA ITEM 9, PRESENTATION**

### **A. Presentation by Ms. Darla Elswick (Darla Elswick Consulting) and various Technical Assistance (TA) Team Members on Proposition 1 Stormwater Technical Assistance Project {10 minutes}**

City Engineer Leon Gomez introduced the Technical Assistance (TA) Team Members of Aileen Eluwenda, Mr. Kioni, Kevin Perry, and Melanie Mills.

Ms. Eluwenda from the Council of Watershed Health commented that she along with her technical assistance team have been working with City staff on the storm water management strategy project. The goal is to submit a competitive application for implementation and how to meet the needs of the City. The State Water Board as mentioned, awarded funding for technical assistance. The stormwater technical assistance grant was awarded to the Council for Watershed Health whose primary role is to manage the technical assistance with proposed projects. Mr. Perry and Mr. Kioni will present some project alternatives and possible direction the Council may want to take.

Mr. Kioni presented the TA scope of work, the City's goals in the reduction of flooding to improve water quality, focusing on the use of different design strategies to support multiple benefits. The aforementioned goals would provide for the best opportunity to be awarded the funding that the TA team is looking to acquire for the City. Two particular streets Contra Costa and Catalina were considered when looking into flooding and water quality issues associated with the Westside. He presented a permeable pavement option that allows for infiltration and some treatment of the storm water as it flows off the streets of impervious surfaces. He presented a depiction of what the streets would look like, provided water conservation tips, and introduced Mr. Kevin Perry.

Mr. Perry reported on the TA scope of work that was developed as part of this project with the primary focus of reducing the flooding, improving the water quality focus and pedestrian resident experience. He addressed catch-basins and the concept of green infrastructure which gives water back onto the surface; allowing that water to move into the ground thereby reducing flooding. The advantage of looking at urban green infrastructure is that you have multi-benefits, and as a street project it is not only managing the water but is creating a more pedestrian friendly livable street than it would otherwise be.

The TA team proposed the installation of horizontal dry wells in strategic areas within Catalina. The green infrastructure is designed to handle more smaller storms, when there is a larger storm these improvements are going to capture the water that the green infrastructure cannot hold. The existing storm drain system that services Contra Costa actually goes below the existing parcels underneath the buildings. The Contra Costa infrastructure improvements would include stormwater curb extensions, parking zone permeable pavers, ADA accessible sidewalks, valley gutter conveyance, and grates over planters to

provide driveway access. It was further proposed to move the stormdrains from under private buildings to the public right-of-way.

There was discussion regarding coordinating with P.G. & E. for the proposed street improvements projects as they will determine their availability and the timeline of the project. Mr. Gomez commented that an initial meeting with P.G. & E. would be to discuss the specifics of the project. Council Member Blackwelder suggested getting estimates from them and requested that project costs and benefits be provided to the Council.

Ms. Eluwenda provided additional information regarding community engagement opportunities such as the West End Celebration to be held in August, with additional community engagement opportunities to be integrated into the grant application. Technical Assistance would continue through the first quarter of 2019 to include proposal development. Grant contracts with the State Board is anticipated for the 4<sup>th</sup> quarter of 2019 and 1<sup>st</sup> quarter of 2020. The TA team will keep Staff apprised of the timeline.

There was discussion regarding matching grant funds, the grant submittal period, and the possibility of going to vote for residents who live in the Community Facilities District (CFD), if one were created. The first round of submittals will occur sometime in the Spring of 2019. Ms. Eluwenda commented that adding how the project would benefit the community could be added to the application, as well as adding the local arts that brings life to the community in different ways. Mr. Pooler reiterated on the importance of the street and landscaping esthetics, losing some street parking (primarily on Catalina Street) and making general improvements to the area. There was further discussion regarding improvement of the Carroll Property, parking issues related to the project, and suggestions on how additional parking can meet the demands of businesses and residents within that area.

The City Attorney added that the property owners would like to know how many parking spaces would be eliminated with the project, and if the building owner would like to change the grant application once it is submitted, it may not be changed. This should be addressed prior to grant submittal. Ms. Eluwenda commented that it would be part of community involvement, to receive their input and ideas before the grant application is submitted.

Council Member Blackwelder suggested that proposing both street improvements would be good; however if only one street can be improved, it should be Catalina Street. There was consensus of the Council to submit improvements to both streets as part of the grant application submittal.

The Mayor suggested a Town Hall meeting, with Ms. Eluwenda's caution to make sure that what is being asked of the community members is specific to the project. The upcoming West End Celebration would help introduce the public to the project and would serve as a form of community outreach.

## **AGENDA ITEM 10, OLD BUSINESS**

**A. Progress report on Desalination Plant and Sand City Water Supply New Wells Project, Residential Developments, Carroll Property Parking, West Bay Coastal Access Repair, Illicit Discharge Updates, South of Tioga Development, and other Sand City Community programs by City Engineer/City Administrator/City Planner**

City Engineer Leon Gomez reported that the desalination plant produced 14 acre feet through July 17, 2018. The city's hydro-geological consultant is currently working on a technical memorandum to site the three (3) new wells. Once Intera provides the memo and well locations to the City, Staff will update the construction documents and coordinate with Fehr Engineering.

The City Engineer is continually working in coordination with the City of Seaside and Graniterock to obtain additional information regarding proposed improvements at the rear of the facility to prevent future discharges. On June 24, 2018, a Sand City Officer was dispatched to investigate a possible sewage spill from the McDonalds parking lot. Upon investigation, the spill was determined to be a grease interceptor overflow and not sewage. The area was cleaned and the Seaside County Sanitation District estimates that 10-20 gallons of grease made it into the onsite storm drain system. The system was designed to capture grease and further removal was unnecessary. A suspected oil spill occurred at 467 Shasta Avenue that was determined to be the scrubbing/washing of oil pans into a bucket which then overflowed onto the driveway apron and street. The property owner hired Clean Harbors Environmental Services to clean up the material from the storm drain inlet.

Staff is currently reviewing the third submittal of the civil improvement plans and supporting documents for the Dayton residence lot line adjustment, and working on finalizing the application for an immaterial amendment for the West Bay Street coastal access repair project. Proposed repairs will be reviewed with Pacific Crest Engineering (PCE) to update construction plans should PCE provide any input and/or change requests. An encroachment permit for installation of dry utilities for 1843 Park Avenue (Bogue residence) was approved. Staff has provided Engineering and Public Works Department approval for issuance of a building permit for the Catalina Lofts project based on the latest revised civil plans. Staff is presently working on a conceptual layout and preliminary costs for improvements to the Carroll Property parking to provide surface parking and ADA/pedestrian accessibility. City Staff will review the documents and determine whether the project will move forward.

**AGENDA ITEM 11, NEW BUSINESS**

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

Council Member Hawthorne commented on the Mayor's efforts, the great job she

has been doing for the City, and for her time attending many meetings. He had also received positive compliments from other dignitaries on the great job Mayor Carbone has been doing.

The Mayor added that former Mayor Pendergrass trained her well and that attending the meetings helps to keep her informed of what is happening throughout the community.

#### **B. Upcoming Meetings/Events**

The City Clerk informed the Council of the upcoming Monterey County Business Council meeting that will present Jimmy Panetta as the guest speaker. There were no RSVP's.

### **AGENDA ITEM 12, CLOSED SESSION**

7:16 p.m.

#### **A. City Council/Agency Board adjourned to Closed Session: {confidential information will be presented at Closed Session}**

##### **1) To confer with Legal Counsel pursuant to Government Code Section 54957.6 regarding Labor Negotiations**

- i) Agency Designated Representative: Mike McCarthy  
Employee Organization: Sand City Police Officers Association (POA)**
- ii) Agency Designated Representative: Mike McCarthy  
Unrepresented Employees: Sand City Miscellaneous Employees**

##### **2) Regarding Public Employee Employment pursuant to Government Code Section 54957, Position: City Administrator**

8:41 p.m.

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

There was no action taken

### **AGENDA ITEM 13, ADJOURNMENT**

There was consensus of the City Council to adjourn the meeting at 8:42 p.m. to the next regularly scheduled City Council meeting on Tuesday, August 7, 2018.

**AGENDA ITEM**

**6B**

# MEMO

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**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Date:** July 18, 2018  
**Subject:** Designation of Voting Delegate and Alternate for the 2018 League of California Cities Conference

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## **Background**

The upcoming 2018 Annual League of California Cities Conference will be held on September 12 through September 14, 2018 in Long Beach, California. Each year, all California cities represented at the conference are required to appoint a voting delegate and alternate to represent their local jurisdictions. The voting delegate and alternate must be approved by Council action at its regular meeting.

It is recommended that Mayor Mary Ann Carbone serve as voting delegate, and Vice-Mayor Jerry Blackwelder serve as the alternate to represent the City of Sand City.



1400 K Street, Suite 400 • Sacramento,  
California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

**Council Action Advised by July 31, 2018**

May 17, 2018

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the



Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: SAND CITY

2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: MARY ANN CARBONE
Title: MAYOR

2. VOTING DELEGATE - ALTERNATE

Name: JERRY BLACKWELDER
Title: Vice-Mayor

3. VOTING DELEGATE - ALTERNATE

Name:
Title:

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: LINDA K. SCHOLINK E-mail linda@sandcityca.org

Mayor or City Clerk (circle one) (signature) Phone: (831) 394-3054 ex. 220

Date:

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254

**AGENDA ITEM**

**6C**

# MEMO

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**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Date:** July 18, 2018  
**Subject:** Claim Against Sand City

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On July 17, 2018, the City received a claim submitted by Linda Bebermeyer stating she had personal injuries stemming from a bicycle accident at or near Sand Dunes Drive, at its intersection with Canyon Del Rey, near the Seaside State Beach and Monterey Peninsula Recreation Trail. The date of the occurrence is listed as February 1, 2018.

The standard procedure for processing claims is for denial by the City Council then referral to the claims adjuster, Conor Boughey, at Monterey Bay Area Insurance Fund (MBAIF).

Enc. Linda Bebermeyer Claim



**CITY OF SAND CITY**

**CLAIM FORM**  
(To Be Completed by Claimant)

CLAIMANT Linda Bebermeyer TELEPHONE: (831) 372-4423

ADDRESS: 1247 Sylvan Road, Monterey, CA 93940

ADDRESS FOR NOTICES TO CLAIMANT (if different from above): C/O James F. Spiering, 550 Hartnell Street, Suite A1, Monterey, CA 93940

Description of Claim: Claim for personal injuries stemming from a bicycle accident

Location of Occurrence: At or near Sand Dunes Drive, near its intersection with Canyon Del Rey Oaks, near the Seaside State Beach and Monterey Peninsula Recreation Trail

Date of Occurrence: February 1, 2018

Amount of Claim (if less than \$10,000): N/A (Claim Exceeds \$10,000)  
(Attach supporting bills, etc.)

City Employees Involved: Unknown

Witnesses to Occurrence: See Attachment  
(Name and Address)

July 5, 2018  
(Date)

James F. Spiering  
(Signature)

Date Received: 7-17-18

City Clerk: Linda Scholok

**RECEIVED**  
**JUL 17 2018**

SHORT TITLE:

Linda Bebermeyer v. City of Sand City

CASE NUMBER:

N/A

1 | Witnesses to Occurrence:

2 | Charles Denley, address unknown, phone number (831) 601-6021; Jim Allen, address unknown, phone  
3 | number (831) 649-1175; Ralph Webe, address unknown, phone number (831) 236-5457; Jim Carwin,  
4 | address unknown, phone number (831) 649-8382

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*(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line numbers)*:

27

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 2

**AGENDA ITEM**

**6D**



# MEMO

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**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Date:** July 24, 2018  
**Subject:** Animal Control Agreement

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## **Background**

The City currently has an agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SCPA) for animal disposition services. The contract with the SPCA is past due for renewal on July 1, 2018. For fiscal year 2018/2019, there have been some slight increases in the costs associated with the sheltering of impounded animals. Currently, The City pays \$150 per impounded animal and an additional \$25 if SPCA staff is required to provide additional assistance with the animal.

The Agreement is renewable annually for a period of ten (10) years and fees are subject to renegotiation each fiscal year.

For fiscal year 2018/2019 those costs would increase to \$155 per impounded animal with an additional \$25 for assistance. The City only shelters a small volume of animals on an annual basis. Therefore, the cost increases should not have a significant budgetary effect on the City.

## **Recommendation**

Staff recommends renewing the agreement with the SPCA for animal disposition services.

## **Attachments**

1. SPCA Renewal Letter
2. Resolution
3. Sheltering Service Agreement



**THE SPCA**  
*for* **MONTEREY**  
**COUNTY**

(831) 373-2631/422-4721  
P.O. Box 3058  
Monterey, CA 93942  
SPCAmc.org

July 18, 2018

Chief of Police Brian Ferrante  
Sand City Police Department  
1 Pendergrass Way  
Sand City, CA 93955

Dear Chief Ferrante,

Your SPCA animal sheltering contract renewed on July 1, 2018. For fiscal year 2018/2019, our fee for the sheltering of animals coming from your jurisdiction will be \$155.00 per animal. This fee is based on some, but not all of the costs we incur. As they have in the past, your residents will once again receive many benefits at no charge.

As you know, animal control and sheltering services are state-mandated. We appreciate that you have chosen The SPCA as your contract provider in the past and we continue to believe we offer the best option, by far, for your residents and animals.

As a reminder, we made some changes last year. Animal Control Business Hours for receiving animals from Animal Control or Police Department personnel are 8:00 am until 4:00 pm daily. As always, your staff have access to our shelter outside of these hours, but we can't provide regular assistance after 4:00 pm. A surcharge of \$25.00 per animal will be assessed if SPCA staff members assist City's employee or representative in receiving impounded animals at the SPCA shelter between 4:00 pm and 5:00 pm. After 5:00 pm, SPCA staff generally won't be available at all. SPCA staff must have completed paperwork in hand by 4:00 pm or the surcharge will be assessed. Please understand this is not a way to generate revenue, but rather to help defray overtime costs for SPCA staff when officers arrive in need of services after 4:00 pm. We hope to never assess a single late fee.

The \$155.00 fee you incur for each animal sheltered by The SPCA does not include our costs for

Many people like to remember The SPCA in their will, life insurance, or retirement plan.  
Your generous actions today will ensure the rescue, safety and well-being of homeless, neglected and abused animals far into the future.

medical care beyond the state-mandated holding period, advertising, marketing, technology, depreciation, and other costs we incur to maximize live outcomes for these animals. This fee also does not cover SPCA costs related to recruiting staff needed for the care of animals, maintenance of areas where animals are held, and time spent processing payments and addressing billing questions with jurisdictions. Those costs are, in part, but certainly not completely defrayed by the adoption and board fees we charge to adopters and redeeming owners respectively.

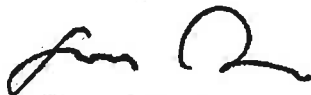
A few of the services we provide you, your officers, and your residents -- many come at no cost to your city:

- Accept and shelter stray and owned animals from your jurisdiction
- 24-hour access to safe and secure sheltering for animals by your officers
- Response and/or professional consultation by sworn Humane Officers on crimes against animals
- 7-day/week access for residents looking for lost pets and residents interested in adopting
- Wildlife rescue and rehabilitation, sheltering of exotic pets, and livestock
- Disaster preparedness for pet owners as well as set-up of animal shelters co-located with human evacuation shelters so they do not become a burden on first responders
- Education programs for schools
- Low-cost spay/neuter, low-cost vaccinations and low-cost microchips
- Veterinarians and behavior specialists on-site to address medical and behavioral needs of sheltered animals

For shelter operations questions, please contact Jenny Sherwood, our Assistant Director of Shelter and Clinic Services, Sunday through Thursday. For billing questions, please contact Susan Imwalle, Director of Finance. Each can be reached through our main numbers (831) 373-2631 or (831) 422-4721.

We look forward to working with your city and residents.

Sincerely,



Scott Delucchi  
Executive Director and CEO

cc: Lisa Hoefler  
Beth Brookhouser  
Jenny Sherwood  
Susan Imwalle

## TBodem@SandCityCA.org

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**From:** BFerrante@SandCityPD.org  
**Sent:** Wednesday, July 18, 2018 11:15 AM  
**To:** TBodem@SandCityCA.org; 'Linda Scholink'; Connie@SandCityCA.org  
**Subject:** FW: SPCA Sheltering Contract Renewal  
**Attachments:** Sand City Renewal Letter 2018.pdf

Connie,

Here is the info on the SPCA Contract renewal. The price has gone up from \$150 per animal to \$155 per animal.

Thanks,  
Brian

**From:** Imwalle, Susan [<mailto:simwalle@spcamc.org>]  
**Sent:** Wednesday, July 18, 2018 10:37 AM  
**To:** [bferrante@sandcitypd.org](mailto:bferrante@sandcitypd.org)  
**Subject:** SPCA Sheltering Contract Renewal

Hi, Brian.

Attached is the letter I was referring to that renews your contract with us. We have implemented a slight increase in our per animal charge, from \$150 to \$155 per animal. If you have any questions, please let me know.

I apologize for missing Sand City in our first round of renewal letters!

Thanks.

Susan

Susan Imwalle  
Director of Finance  
The SPCA for Monterey County  
P.O. Box 3058  
Monterey, CA 93942  
Main: (831) 373-2631 or 422-4721  
Direct: (831) 264-5445  
Fax: (831) 373-8613  
[www.SPcamc.org](http://www.SPcamc.org)

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**CITY OF SAND CITY  
RESOLUTION SC \_\_\_, 2018**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING RENEWAL OF THE  
SHELTERING SERVICES AGREEMENT WITH THE SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS FOR MONTEREY COUNTY (SPCA)**

**WHEREAS**, in 2003 the County of Monterey Health Department established a temporary animal shelter program for the humane boarding, care, and disposition of animals; and

**WHEREAS**, the County and other participating jurisdictions agreed to share the cost of renovating the shelter and establishing and operating a shelter program, as approved by the Sand City Council by Resolution SC 03-43 (2003) and has been continually renewed through FY 2017-18 (SC 14-51); and

**WHEREAS**, on August 2, 2016, the City Council approved the Public Safety's recommendation to terminate the Animal Service Agreement with the County of Monterey Health Department and enter into an animal service agreement with The Society for the Prevention of Cruelty to Animals for Monterey County (SPCA); and

**WHEREAS**, the attached agreement for Animal Services with the SPCA took into effect beginning July 1, 2017 through June 30, 2018; and

**WHEREAS**, the agreement for sheltering shall be renewable annually for a period of ten (10) years and fees are subject to renegotiation each fiscal year; and

**WHEREAS**, the financial obligation of Sand City under the agreement shall include:

1. A fee of \$155.00 for each domestic and exotic animal brought to the SPCA;
2. A surcharge of \$25.00 per animal will be assessed if SPCA staff assists City's employee or representative in receiving impounded animals; and
3. After holding an animal for five (5) days, a charge to the City of \$30.00 per additional day will be charged for animals held in protective custody.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sand City hereby approves the Sheltering Service Agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA).

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_ day of August, 2018 by the following votes:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

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

ATTEST:

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

## **SHELTERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Sand City hereinafter referred to as "City", which has duly executed, pursuant to resolution or ordinance, a counterpart hereof and the Society for the Prevention of Cruelty to Animals for Monterey County, hereinafter referred to as "Society".

**WHEREAS**, City is required by state law to provide for the capture, impoundment, sheltering and disposition of certain non-human vertebrates within the corporate limits of the City and City has qualified personnel to perform field services but does not operate an animal shelter, City desires to contract for the humane sheltering, impoundment and disposition of said non-human vertebrates, including stray and unwanted animals, pursuant to the provisions of applicable California State Code, Agency Rules, County Ordinances, Judicial Orders and City Codes; and

**WHEREAS**, Society owns and operates an animal shelter and represents itself as being willing and able to provide the services required by City and to carry out the provisions of the aforesaid California Codes and City Ordinances pertaining to the shelter, impoundment, humane care, and disposition of stray and unwanted animals covered by said codes, rules, ordinances, and judicial orders; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and provisions herein contained, the parties hereto agree as follows:

**1. DEFINITIONS.** The following definitions shall apply to this Agreement:

a. Terms defined in the City's codes shall have the meanings described in said Codes except for the following:

- i. "Animal" means all non-human vertebrates;
  - a) "Domestic Animal" means animals that are habituated to live in or about the habitations of humans and includes livestock.
  - b) "Exotic Animal" means animals not commonly habituated to live in or about the habitations of humans.
  - c) "Wild Animal" means native and non-native animals in California, which retain their wild nature and which have not been held in captivity.

ii. "Animal Control Business Hours" means those hours enumerated in section 3 (c) during which Society staff members will assist City's Animal Control Officers in the intake to Society of impounded animals without City incurring additional fees for these services.

iii. "A nuisance animal control operator" means a private individual or other non-governmental entity that removes animals from structures or other areas for a fee;

iv. "Field services" means stray animal pickup, owned animal pickup, injured animal pickup, animal nuisance and animal complaint investigations and similar services.

**2. TERM AND TERMINATION.** This Agreement shall take effect on July 1, 2017

and shall remain in full force and effect for twelve (12) months, ending on June 30, 2018. The parties believe that the best interests of the animals would be served if this Agreement for sheltering services were renewable annually for a period of ten (10) years as of fiscal year 2017-2018. Therefore, this Agreement shall be renewable annually for a period of ten (10) years so long as City and Society agree upon fees and terms within sixty (60) days of the expiration of this agreement.

In addition, either party may terminate this Agreement by presentation to the other party hereto a written notice of said termination thirty (30) days prior to the effective date of said termination.

Notwithstanding any other provision to the contrary, failure to provide humane care, handling, or treatment of animals shall constitute a material breach of this Agreement that must be remedied within 24 hours of written notice delivered to the authorized representative of the breaching party. Failure to remedy such a breach of contract within the 24 hours shall terminate this Agreement without further notice.

In the event of termination, regardless of the type of termination, the parties shall fulfill their obligations to the other party up to and including the day of termination.

### **3. SERVICES TO BE PERFORMED BY SOCIETY.**

a. Society shall operate and maintain at 1002 Monterey-Salinas Highway, Salinas, California, an animal shelter in a secure and sanitary manner adequate for the confinement, treatment, and disposition of all animals which may be delivered to it from City, and, except as otherwise agreed, shall furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for satisfactory performance of the services herein agreed. Society shall maintain on its property all animal food, tools, supplies, etc. and said items may not be removed from Society's property without authorization of the Society's Executive Director or his/her designee.

b. Society shall provide the means to accept during Animal Control Business Hours, and without charge to the person delivering the animal, all stray, abandoned and surrendered dogs, cats, and other domestic and exotic animals delivered to the animal shelter by City's Animal Control or Police Department personnel. Society shall also provide the means to accept during its public business hours, and without charge to the person delivering the same, all live, stray or abandoned dogs, cats, and other domestic or exotic animals delivered to the animal shelter from within the corporate limits of City by the City's residents or others.

c. Animal Control Business Hours for receiving animals from Animal Control or Police Department personnel shall be 8:00 a.m. until 4:00 p.m. daily. The Society shall also have the option to close for business up to an additional four (4) days per year to facilitate staff training needs and shall notify City in writing two weeks prior to any such closure. City will incur a surcharge of \$25.00 per animal if SPCA staff members assist City's employee or representative in receiving impounded animals at the SPCA shelter between 4:00 pm and 5:00 pm. After 5:00 pm, SPCA staff generally won't be available at all. SPCA staff must have completed paperwork in hand by 4:00 pm or the surcharge will be assessed.

d. Society shall require all such persons who deliver domestic and exotic animals to give

their names and present home or post office address and, if they deliver a stray, abandoned, or injured animal, to identify the place where the animal was found. Failure to provide part or all of the required information shall not prevent Society from accepting an animal.

e. Any animal taken into custody by an employee of City shall be delivered to the Society at its shelter in a humane manner or held in a humane way at City's designated holding area until it is delivered to the Society or returned to its owner. Society shall maintain a listing for the public of all stray dog/cat-holding facilities in the County, including location, telephone number and hours of operation, in accordance with state and local laws.

f. Society shall maintain a quarantine section within the animal shelter facility for the confinement and care of any dogs, cats, or ferrets that have bitten persons for a ten day observation period at the discretion of City. Disposition of those animals that have bitten a person and are exhibiting neurological symptoms shall be disposed of in accordance with instructions of the Monterey County Health Officer (MCHO) as listed in the Health Department's Rabies Protocols (updated copies to be provided to Society by City). If kennel or cage space is not available in the isolation/quarantine sections of the shelter facility, Society will consult with the County Health Officer to determine how the animal(s) shall be housed and isolated. If directed by the City or the Monterey County Health Officer that the brain of an animal must be tested for rabies, Society shall euthanize the animal and turn over the carcass to County or City personnel who will remove the brain and deliver it to the County Health Department Laboratory for testing. Regardless of the test results, City shall be responsible for the disposal of the remains. Society will not be responsible for removal of the brain or costs attendant thereto.

g. With respect to domestic livestock animals and exotic animals, Society shall use its best efforts to provide these animals with shelter and care. However, the parties acknowledge that Society is not equipped to handle significant numbers of such animals and may decline to provide services if Society in its sole discretion believes that it is unable to provide for the humane sheltering and care for such animals in a cost effective manner. In the event that Society must decline such animals, Society shall cooperate with and assist City in locating other sheltering and care options for those animals.

h. When an impounded domestic or exotic animal bears a license tag from any jurisdiction or other identification tag or can otherwise be identified as to its ownership, Society shall, notify the owner in the manner provided by law and, include in such notice information regarding the procedure whereby the owner can recover the animal; provided, however, that any animal suspected of rabies or which has bitten or otherwise exposed any person, shall not be released to its owner prior to the end of the quarantine period without express approval of City and MCHO.

i. Before releasing an impounded animal to its owner, Society shall (1) determine using reasonable prudence, the owner's identity, (2) collect the redemption and maintenance fees prescribed by City's Fee Schedule unless otherwise waived by City, and any other fees set by the Society, (3) provide owner with a receipt for fee payment and (4) obtain a receipt for the return of the animal.

j. Society shall assist City to the extent provided herein in the enforcement of the



licensing and anti-rabies vaccination provisions of City's ordinances. Society shall require a redeeming owner to provide proof of a current dog license or anti-rabies vaccination before releasing the impounded dog to its owner. If a redeeming owner does not provide proof of a current dog license or rabies vaccination, SPCA will administer the rabies vaccination at the owner's expense. If a qualified SPCA staff member is not available to administer the vaccination, the owner redeeming the dog will be required to pay for a license and anti-rabies vaccination. The license tag will not be issued and information will be forwarded to City for follow-up to assure compliance. This will also apply to animals released that are under the age to be vaccinated. The Society is not responsible for enforcement or failure to vaccinate or license once the animal leaves its property. The Society will not issue license renewals or assess late fees unless provided for under separate agreement. The above provisions apply to cats if City requires that cats be licensed.

k. Any animal may be redeemed by the owner or owners thereof or adopted in accordance with applicable law, ordinances, and Society policies. The disposition of domestic animals not redeemed by their owner shall be at the sole discretion of Society at the end of any legally mandated holding period. No animal taken into custody within City's jurisdiction and delivered to Society shall be sold, loaned or given to any person, firm, group, society, hospital, corporation, institution, or university, for research purposes.

1. Subject to the provisions of Sub-paragraph (h.) above, Society may dispose of currently licensed dogs and identified cats and otherwise identified animals which are not redeemed by their owners after the legally mandated notice has been given. The holding period for such animals shall be that period mandated by law. Animals which are not reclaimed, are relinquished by their owner, or cannot be identified as to ownership, may be disposed of by whichever of the following methods Society may elect:

1. Adoption at such price as Society may determine, subject to licensing requirements and laws pertaining to the sale or transfer of animals.

2. Euthanasia at a time and in a manner that is in accordance with applicable laws pertaining to impounding, housing, and disposition of animals.

m. City shall be responsible for emergency treatment of animals in accordance with Sections 597f and 597.1 of the California Penal Code for the mandated holding period. City personnel or agent shall transport injured or sick domestic or exotic animals to the shelter only after they have been seen by a veterinarian. City personnel or agent shall transport injured or sick stray animals from the City's jurisdiction that are brought the shelter by the public to a veterinarian as soon as possible. In what in its sole discretion Society considers to be a medical emergency, Society may transport domestic or exotic animals to a veterinarian designated by City. City shall provide Society with a list of the approved veterinarians. If an animal becomes sick or injured at the shelter during the legally mandated holding period, Society shall arrange for the treatment of the animal by Society's veterinarian staff or by one of City's approved veterinary providers at City's expense. If City does not designate approved veterinarians or if those veterinarians are unavailable, Society will transport the animal to a veterinarian of its choosing on behalf of City at City's expense. After the mandated holding period, Society shall be responsible for the cost of any veterinary treatment it chooses to provide to the animal. If the owner of an injured or sick stray animal redeems the animal, the owner shall be responsible for reimbursing City and Society for all costs incurred; Society shall not be required to collect City's

reimbursement from the owner or withhold returning the animal to its owner. Society shall notify City if the animal is redeemed.

n. To facilitate redemption and adoption of impounded animals, Society shall provide a section of the shelter facility for viewing animals by prospective adopters and a section of the shelter office for redemption and adoption administration. The shelter office and viewing area hours of operation shall coincide with the hours the kennels are open to the public.

o. Society shall collect and remit to City not later than the fifteenth (15<sup>th</sup>) working day of each month following the end of a quarter those fees enumerated in City Code and collected by Society on behalf of City pursuant to this Agreement during the prior month. The nomenclature of these fees may vary from jurisdiction to jurisdiction but in general they include impound fees, license fees, quarantine fees and maintenance or board fees. Society shall be entitled to retain a five dollar (\$5.00) processing fee for each license sold for City and any other fees not mandated by City Code that it may collect.

p. Society shall keep complete and accurate records on the receipt, source, holding time and disposition of all dogs, cats, and other domestic and exotic animals delivered into its custody at the Animal Shelter. Said record shall be delivered to the City each month by the twentieth (20) working day of the month for the prior month's activity. All relevant records and accounts shall be made physically or electronically available for viewing at the animal shelter on Society's premises at reasonable times by an authorized representative of the City with 24 hours notice.

q. Society shall use its best efforts to provide opportunities for City's residents to adopt, vaccinate, and microchip dogs and cats. Society shall retain all fees for services and adoptions other than licensing which shall be handled as provided in Paragraph 3(o) above.

r. Society and City believe that neither party has an obligation to subsidize fee based nuisance animal control operators. Consequently, Society shall not charge City for wild animals brought to it by nuisance animal control operators and City shall support Society's protocols requiring nuisance animal control operators to pay a fee to Society for wild animals they bring to Society.

s. Society shall not be responsible for any animal control field services mandated by City ordinance.

**4. PAYMENT.** Except for animals held in protective custody or as otherwise noted, the financial obligation of City under this Agreement shall be to pay a fee of \$150.00 to Society for each domestic and exotic animal brought to Society from within the corporate limits of City and accepted by Society irrespective of what agency or individual brings the animal to Society. A surcharge of \$25.00 per animal will be assessed if SPCA staff members assist City's employee or representative in receiving impounded animals at the SPCA shelter outside of the Animal Control Business Hours set forth in Section 3 (c) above. After holding for five (5) days, a charge to City of \$30.00 per additional day will be made for animals held in protective custody by Society at the request of City, District Attorney, or pursuant to a judicial order.

On a limited basis and for a fee Society will accept from City's Animal Control, Police, or Public Works Departments, animal carcasses for disposal. The agreed upon fee for the period

of July 1, 2017 through June 30, 2018 is 6.49 for mammal and wildfowl carcasses weighing from five pounds to two hundred pounds and 28.12 for mammal or wildfowl carcasses weighing less than five pounds. Society will not accept livestock carcasses or carcasses weighing in excess of two hundred pounds.

Society shall invoice City monthly for the number of animals sheltered for city under this Agreement in the previous month. The invoice shall be accompanied by an activity report listing individual animals by a control number, their origin, and the billing for each animal. City shall pay said invoice within 30 days of the invoice date and will incur a late fee of one and a half (1 ½) percent per month on amounts more than fifteen (15) days past due. Payments made will apply to current billings first and arrears second.

The fee and terms are subject to renegotiation annually. Failure of the parties to negotiate fees and terms within sixty (60) days of the expiration of the existing annual agreement, may result in Society's election, at its sole discretion, to continue services after the end of the annual term at the then rate charged City per animal per day plus ten (10) percent.

**5. CONTRACT SUPERVISION.** City shall designate an official assigned to represent the interest of the City and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Society upon execution of this Agreement. Society's Executive Director or his/her designee shall administer this Agreement on behalf of Society.

**6. INDEPENDENT SOCIETY STATUS.** Society understands and agrees that the services performed hereunder by its and its directors, officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the City. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for on premise performance of this Agreement shall be provided by Society in performance of the contracted services. It is also understood that Society shall have control of its work and the manner in which it is performed, provided Society meets all legal requirements. While under contract with City, the Society shall be free to contract for similar shelter services to be performed for other agencies and/or jurisdictions.

Society employs Level 2 Humane Officers who are empowered under California Corporations Code Section 14502 to investigate and prepare for prosecution cases involving animal neglect and cruelty within Monterey County. City agrees to cooperate fully with SPCA Humane Officers during the performance of their duties in City. If requested by City, Society may, at its sole discretion and upon request by City assist in an investigation initiated by City. Society's Humane Officers will provide technical assistance to City at no charge. Society will shelter animals seized during the course of an investigation under the terms and conditions set forth in Section 3 of this agreement. Where City and Society have each incurred costs in the successful prosecution of a case, each will request and make a good faith effort to secure restitution for both City and Society and will ask that any order of restitution require that funds be allocated proportionally to City and Society based on actual costs incurred by each.

**7. INDEMNIFICATION AND INSURANCE.** Each party agrees to indemnify, defend and save harmless the other party, their directors, officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection

with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Agreement.

To this end, Society shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice) with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. A certificate evidencing the maintenance of such insurance shall be filed with the City. City shall be given notice in writing at least thirty (30) days in advance of cancellation or any modification thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California. All policies shall provide an endorsement naming City, its officers, agents, and employees as Additional Insured, and shall further provide thirty (30) days written notice to the City in advance of cancellation or non-renewal of said policies.

Policies shall also be endorsed to provide such insurance as Primary Insurance and that no insurance of the additional insured shall be called on to contribute to a loss covered by Society's insurance.

City shall maintain in force at all times a Comprehensive Liability Insurance including automobile liability in the amount of \$1,000,000. Proof of such coverage will be a Certificate of Insurance with written notice to the Society of not less than 30 days prior to cancellation. The Society shall be named as an additional insured for acts or failure to act, arising out of the performance of this Agreement. Any required insurance may be provided by a plan of self-insurance at the option of the City.

**8. WORKERS' COMPENSATION.** Society shall, throughout the period of this Agreement, maintain in full force and effect a policy of Workers' Compensation insurance, with employers' liability limits of not less than \$100,000.00, covering all of its employees and shall furnish to City evidence of said insurance.

**9. INSURANCE COVERAGE CHANGE.** If City requires the Society to increase its insurance coverage within a contract year, the City agrees to pay any additional premium cost resulting from that change.

**10. SECTION 504 COMPLIANCE.** Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. The Society shall agree to be in compliance with Section 504 requirements.

**11. COOPERATION.** City and Society shall cooperate with each other in carrying out the terms of this Agreement and in order to be in compliance with state law and local ordinances or regulations. City and Society shall each make available to the other all knowledge and information each has that may be of benefit to the other party. City's Animal Control or Police Department personnel shall be subject to the rules, regulations and requirements of Society while at the Shelter. City and Society agree that results of their joint proactive programs will not be

immediately evident and that each will make a good faith effort to eliminate the euthanasia of adoptable animals from within City's jurisdiction.

**12. ENABLING ACTS.** City shall enact all necessary and reasonable Codes, resolutions and/or regulations to the extent permitted by applicable law, to enable Society to carry out all of its performances and functions under the terms and conditions of this Agreement and incidental thereto.

**13. NOTICE.** In addition to all other notices provided for herein, City shall give Society notice of any Code, resolution, or regulation changes contemplated by it relating to any matters affecting Society's performance or the well-being or humane treatment of animals in the community and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed.

**14. NONDISCRIMINATION CLAUSE.** During the performance of this Agreement, Society and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Society and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Society and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full. Society shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Society and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Society shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**15. SOLICITATION BY SOCIETY.** Throughout the term of this Agreement, Society shall be free to solicit and accept donations from any person or organization to defray the cost of any of Society's programs, including sheltering services for government organizations and general education.

**16. ASSIGNMENT AND SUBCONTRACTING.** This Agreement shall not be assigned or subcontracted by Society, either in whole or in part, without the prior written consent of the City, and any assignment without such consent shall automatically terminate this Agreement.

**17. TIMELINESS:** Time is of the essence in this Agreement.

**18. AGREEMENT PREPARATION:** It is agreed and understood by the parties hereto that this Agreement has been arrived at through thorough negotiation and that neither party is to be deemed that party which prepared this Agreement within the meaning of Civil Code Section

1654.

**19. ATTORNEYS' FEES AND COSTS:** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

**20. AMENDMENT:** This Agreement may only be modified or amended by the written agreement of the parties.

**IN WITNESS WHEREOF,** the parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date(s) so indicated.

**SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit public benefits corporation**

By:   
Scott Delucchi  
Executive Director

Date: 6-30-2017


CITY OF Sand City

Date: 6-20-2017

By: 

Its: CITY ADMINISTRATOR

Attest: 7-11-17

By:   
City Clerk

**AGENDA ITEM**

**6E**

# MEMO

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**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Date:** July 25, 2018  
**Subject:** Oppose Proposition 6

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## **BACKGROUND:**

California Proposition 6 is a measure that will be submitted to California voters as part of the November 2018 election. The ballot proposes to repeal the Road Repair and Accountability Act, also known as the "Gas Tax", and Senate Bill 1 (SB 1).

On April 6, 2017, the California State Legislature passed the Road Repair and Accountability Act, winning a two-thirds majority in both the Senate and Assembly. The bill which did not have a public vote levied a 12 cent per gallon tax on gasoline and a 20 cent per gallon tax on diesel fuel, and also raised vehicle registration fees. The revenue raised from this measure is used primarily to repair existing roads, bridges, add bicycle lanes and increase funding for mass transit projects.

Proposition 6 would eliminate more than \$52 billion over the next 10 years in existing transportation funding, including the \$15 billion of direct apportionment, and \$11 billion in available competitive grant funding, to cities and counties statewide.

If proposition 6 passes, then these statewide projects will be in jeopardy including \$20,000 of annual funding from SB 1 to help the City of Sand City maintain and rehabilitate street, curb, gutter, and sidewalk improvements; and adjacent street with new crosswalk on Contra Costa Street between Elder Avenue and Shasta.

## **RECOMMENDATION:**

Consider approval of this Resolution to oppose Proposition 6 that proposes to repeal Senate Bill 1.



## CITY OF SAND CITY

### RESOLUTION SC \_\_\_, 2018

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY TO OPPOSE PROPOSITION 6

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating at an increasing rate; and

**WHEREAS**, California has more than 1,600 bridges and overpasses that are structurally deficient and unsafe and 89% of counties have roads that are in 'poor' or 'at-risk' condition; and

**WHEREAS**, according to the National Highway Traffic Safety Association, there were more than 3,600 fatalities on California roads in 2016, with poor road conditions as a major factor in vehicle collisions and accidents; and

**WHEREAS**, Prop 6 would eliminate more than \$52 billion over the next 10 years in existing transportation funding, including the \$15 billion in direct apportionments, and \$11 billion in available competitive grant funding, to cities and counties statewide; and

**WHEREAS**, Prop 6 would stop funding for more than 6,500 transportation improvement projects currently underway or planned in every California community; and

**WHEREAS**, Prop 6 would jeopardize public safety by eliminating thousands of projects to fix unsafe bridges and overpasses, repair crumbling and unsafe roads, and enhance pedestrian safety; and

**WHEREAS**, Prop 6 would raid \$20,000 annually dedicated to the City of Sand City, and halt critical investments in future transportation improvement projects in our community that will be used to help the City maintain and rehabilitate street, curb, gutter, and sidewalk improvements; and adjacent street with new crosswalk on Contra Costa Street between Elder Avenue and Shasta Avenue; and

**WHEREAS**, voters overwhelmingly passed Prop 69 in June thereby ensuring transportation funds can only be used for transportation purposes and the State and local governments are accountable to taxpayers; and

**WHEREAS**, Prop 6 would eliminate transportation revenues that are accountable to taxpayers, cannot be diverted or borrowed, and that voters overwhelmingly dedicated to fixing our roads.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Sand City hereby opposes Prop 6 on the November 2018 ballot; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of Sand City can be listed as a member of the No on Prop 6 coalition, a diverse coalition of local governments, public safety organizations, business, labor, environmental leaders, transportation advocates and other organizations throughout the state.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_\_ day of August, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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

ATTEST:

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

**AGENDA ITEM**

**8A**

# MEMO

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**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Date:** July 24, 2018  
**Subject:** TAMC Presentation – Gas Tax Repeal will be on the November Ballot

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## BACKGROUND

City staff learned from the American Society of Civil Engineers that the measure to repeal the SB 1 gas tax increases has qualified for the November Ballot. The Transportation Agency for Monterey County (TAMC) would like to make sure that our residents know how their gas taxes and vehicle fees are being put to use.

Debbie Hale, TAMC's Executive Director will let the City Council know what they've done with the first year of Measure X revenues, how our 5-year Integrated Funding Plan is counting on state gas tax revenues to match those local funds, and which projects will be delayed or stalled if the gas taxes are repealed.

**What's At Risk:** Projects to be funded by your gas taxes and Local Measure X monies to Sand City in August or September this year.

The Sand City Council approved SB 1 and Measure X funds to be allocated for the following local street maintenance repair project:

- A. Project: Contra Costa Street and Sidewalk project between Elder Avenue and Shasta Avenue
- B. Description: Curb, gutter, and sidewalk Improvements; and adjacent street rehabilitation with new crosswalks (Funds to be banked and combined with other funding sources)
- C. Estimated Cost: \$279,086
- D. Useful Life (est.): 20 Years
- E. Construction Term: April 2022 through September 2022
- F. Allocation Period: Fiscal Year 2018-2019 (banked for 2022)

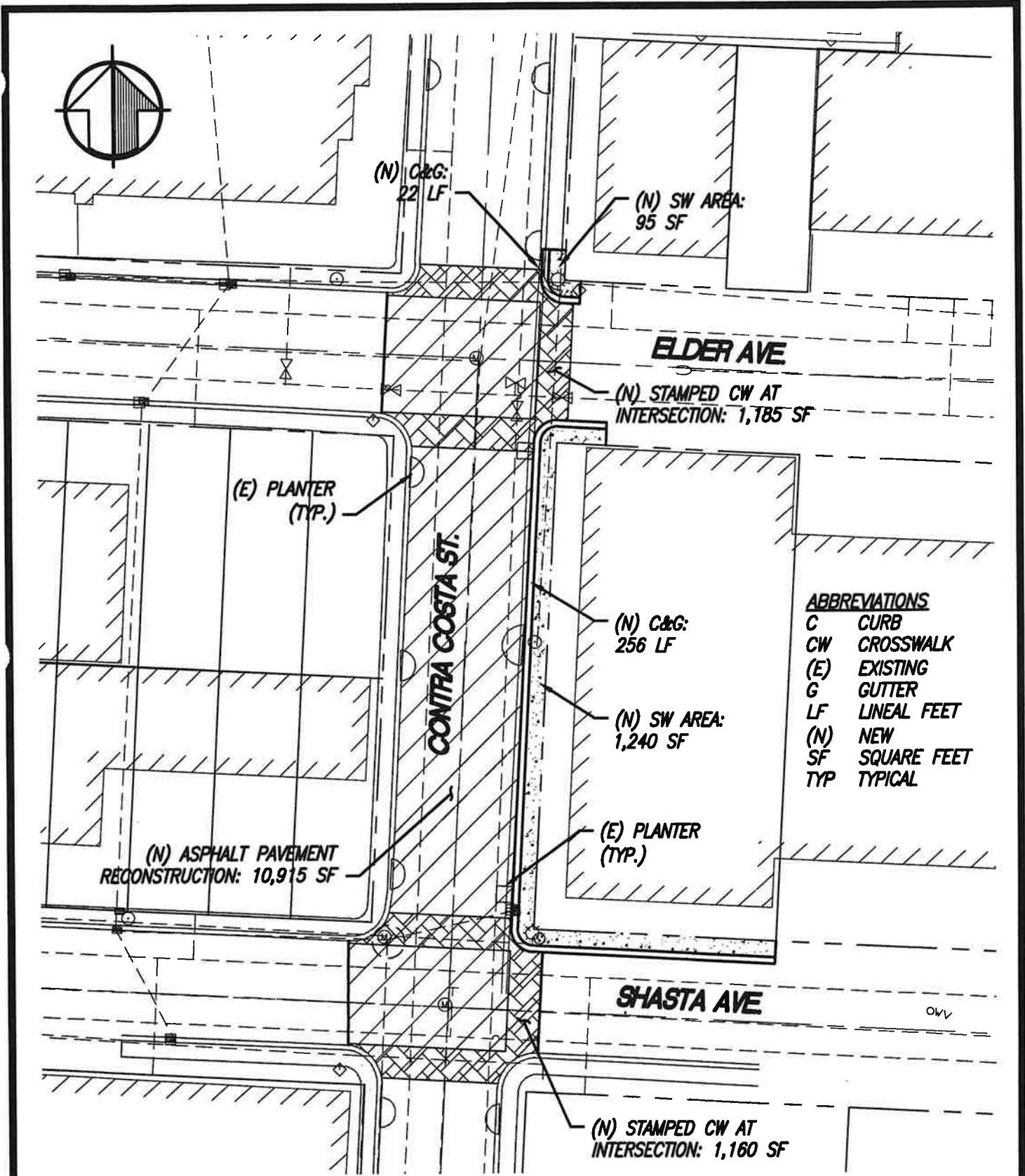
Note: This project may change with the advent of the possible Proposition 1, Phase 2 implementation grant. Nonetheless, monies are banked for this or another project in Sand City.

## RECOMMENDATION

Listen to the brief 5-10 minute presentation followed by Q&A.

Attachment:

- 1. Exhibit A: Conceptual CIP Project Contra Costa Street Improvement Project
- 2. Exhibit B: CIP Contra Costa Street Improvement Project Engineer's Estimate



**ABBREVIATIONS**

C	CURB
CW	CROSSWALK
(E)	EXISTING
G	GUTTER
LF	LINEAL FEET
(N)	NEW
SF	SQUARE FEET
TYP	TYPICAL



**Creegan + D'Angelo**

INFRASTRUCTURE  
ENGINEERS

225 Cannery Row, Suite H  
Monterey, CA 93940  
Tel (831) 373-1333  
Fax (831) 373-0733

[www.cdengineers.com](http://www.cdengineers.com)

**EXHIBIT**

**CONCEPTUAL CIP PROJECT  
CONTRA COSTA ST. IMPROVEMENTS**

DATE: 08/29/17

C+D JOB# 717001.00

SCALE: 1"=40'

SHEET 1 OF 1

045

**EXHIBIT B**



JOB NO: 717001.00  
DATE: August 29, 2017

**CAPITAL IMPROVEMENT PROGRAM - CONCEPTUAL PROJECTS**  
**CITY OF SAND CITY, MONTEREY COUNTY, CALIFORNIA**

**OPTION 1: CONTRA COSTA STREET BETWEEN ELDER AVENE AND SHASTA AVENUE**

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PROJECT MOBILIZATION / DEMOBILIZATION	1	LS	\$25,000.00	\$25,000
2	GRIND EX AC, MIX & RESHAPE COMPACT & OFFHAUL EXCESS MATERIAL	10915	SF	\$2.00	\$21,830
3	4.5" ASPHALT CONCRETE	297	TONS	\$160.00	\$47,520
4	CONCRETE CURB AND GUTTER	278	LF	\$68.00	\$18,904
5	CONCRETE -SIDEWALK	1335	SF	\$13.00	\$17,355
6	CONCRETE CURB RAMP (ADA)	6	EA	\$3,100.00	\$18,600
7	SAWCUT & REMOVE EX CONCRETE	140	SF	\$13.00	\$1,820
8	SAWCUT & REMOVE EX ASPHALT CONCRETE	1760	SF	\$7.00	\$12,320
9	ADJUST (E) MANHOLE TO FG	2	EA	\$1,000.00	\$2,000
10	ADJUST (E) VALVE TO FG	4	EA	\$500.00	\$2,000
11	ADJUST (E) WATER VALVE TO FG	3	EA	\$500.00	\$1,500
12	THERMOPLASTIC PAVEMENT MARKINGS	88	SF	\$9.00	\$792
13	STAMPED ASPHALT PAVEMENT - CROSSWALKS	2345	SF	\$11.00	\$25,795
14	PLANTERS/TREE WELLS	2	EA	\$900.00	\$1,800
15	EROSION CONTROL MEASURES	1	LS	\$5,000.00	\$5,000
SUBTOTAL CONSTRUCTION COST (CC)					\$202,236
CONTINGENCY (10% OF CC)				10%	\$20,224
PROJECT SCALE FACTOR (10% OF CC)				10%	\$20,224
<b>TOTAL CONSTRUCTION COST (TCC)</b>					<b>\$242,683</b>
ENGINEERING DESIGN (7% OF TCC)				7%	\$16,988
CONSTRUCTION ADMINISTRATION (5% OF TCC)				5%	\$12,134
MATERIALS INSPECTION AND TESTING (7% OF TCC)				3%	\$7,280
<b>GRAND TOTAL</b>					<b>\$279,086</b>

**AGENDA ITEM**

**10A**

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## MEMORANDUM

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**TO:** MAYOR CARBONE AND CITY COUNCIL  
**FROM:** CHIEF BRIAN FERRANTE  
**SUBJECT:** POLICE RADIO REPLACEMENT  
**DATE:** JULY 25, 2018

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### **BACKGROUND**

The Police Department currently utilizes Harris Unity radios for officer's portable radios, vehicle radios, and Department base station. The Department purchased these radios in July of 2012 as part of the county's NGEN radio upgrade. The county uses a Harris communications system to provide digital and encrypted radio communication for nearly all of the agencies located within Monterey County.

Harris equipment is proprietary in nature and must be purchased, serviced, and updated through Harris Corp. This causes the equipment to be more expensive to maintain than other vendors of radio communication equipment. This was a concern when the radios were originally purchased. However, agencies were informed that the Harris radios were necessary to work effectively with the Harris communications system.

Now that the communications system is established and working in a digital capacity, agencies that have been unhappy with the performance of their Harris radios have tested other radios on the system. These agencies include regional fire agencies as well as the Sheriff's Office which operate throughout the county. They have found the most effective radio on the system is actually the Motorola APX8000 series radio.

Monterey County has recently been informed that within the next year Harris will no longer be providing support for the Unity series radios. They are no longer in production and will no longer be receiving firmware upgrades or general repair. As Sand City PD radios are getting older we have been experiencing an increased number of radio failures requiring repair. These necessary repairs will no longer be available which requires the City to purchase new radios.



The original purchase of the Harris radios cost the City approximately \$140,000. These radios have been in use for roughly six years and are no longer a viable option after the next year. Generally speaking, one would expect to receive 10+ years of serviceable life from a radio system such as this.

Purchase of the Motorola APX8000 Series radios for officers, vehicles, and the office will cost approximately \$148,000. These radios are relatively new in the production cycle, having been introduced in 2016. Historically, Motorola products have been extremely robust and have a life cycle of 10-15 years. This product is expected to be in production for several more years. Additionally, Motorola will continue to service and provide necessary firmware upgrades to the radios for at least five years after the production of the radios is discontinued.

Because most of the Monterey County municipal agencies are now scrambling to replace the Harris radios, Motorola is offering competitive pricing and financing on purchases. The \$148,000 purchase price includes significant discounts. Additionally, Motorola is providing a 5 year lease at 5.22 percent on the radios which breaks the cost down to roughly \$35,000 per year. Fiscal year 18/19 already includes a \$35,000 line item for the purchase of this radio system.

## **RECOMMENDATION**

Staff recommends entering into a lease agreement with Motorola for the purchase of Motorola APX8000 series radios to replace the obsolete Harris Unity radios.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING THE 5 YEAR LEASE/PURCHASE OF MOTOROLA RADIOS FOR THE  
POLICE DEPARTMENT AT A COST NOT TO EXCEED \$148,033.00**

**WHEREAS**, The Sand City Police Department currently uses the Harris Unity Radio for officer's personal radios, vehicle radios, and Department base station; and

**WHEREAS**, Harris Corporation no longer makes the current radios and will no longer provide service or updates to the current radio after 2019; and

**WHEREAS**, Harris equipment is proprietary in nature which causes it to be expensive to repair, maintain, and replace as needed; and

**WHEREAS**, testing by other jurisdictions has shown that the Motorola APX8000 radio provides all of the features of the Harris product while it also outperforms the Harris radio; and

**WHEREAS**, Motorola is providing special pricing and financing for agencies switching to the Motorola product from the Harris product; and

**WHEREAS**, Motorola products have a reputation for quality and reliability; and

**WHEREAS**, the five year lease for the purchase of the necessary radios will have an annual cost of approximately \$35,000 per year.

**NOW, THEREFORE**, hereby resolves as follows:

1. The City Administrator is hereby authorized to enter into a 5 year lease/purchase agreement attached hereto marked Exhibit "A" with Motorola Solutions, Inc. for the purchase of the Motorola APX8000 radios for the Sand City Police Department at a cost not to exceed \$148,033.00.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_\_ day of August, 2018 by the following votes:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

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

ATTEST:

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



7/25/18

City of Sand City  
1 Pendergrass Way  
Sand City CA 93955

**RE: Municipal Lease # 24403**

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24403 are valid for contracts that are executed and returned to Motorola on or before **August 15, 2018**. After **8/15/18**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44th Floor  
500 W. Monroe  
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Bill Stancik

# LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Sand City  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_
  
2. Lessee County Location: \_\_\_\_\_
  
3. Federal Tax I.D. Number \_\_\_\_\_
  
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: \_\_\_\_\_
  
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

**Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24403

**LESSEE:**

City of Sand City  
1 Pendergrass Way  
Sand City CA 93955

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER,

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.



**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of August, 2018.

**LESSEE:**  
City of Sand City

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Uygar Gazioglu

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )  
appointed and acting Secretary or Clerk of the City of Sand City, an entity duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24403, between City of Sand City and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Sand City , hereto this \_\_\_\_ day of August 2018.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24403 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for City of Sand City

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24403  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24403 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 60 Months**

**Commencement Date: August 15, 2018**

**First Payment Due Date: August 15, 2019**

**5 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Sand City (Schedule B)						
Compound Period:		Monthly				
Nominal Annual Rate:		5.220%				
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	8/15/2018	\$ 148,033.41	1		
2	Lease Payment	8/15/2019	\$ 34,520.35	5	Annual	8/15/2023
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	8/15/2018				\$148,033.41	
1	8/15/2019	\$ 34,520.35	\$ 7,914.93	\$ 26,605.42	\$121,427.99	
2	8/15/2020	\$ 34,520.35	\$ 6,492.41	\$ 28,027.94	\$ 93,400.05	
3	8/15/2021	\$ 34,520.35	\$ 4,993.84	\$ 29,526.51	\$ 63,873.54	
4	8/15/2022	\$ 34,520.35	\$ 3,415.14	\$ 31,105.21	\$ 32,768.33	
5	8/15/2023	\$ 34,520.35	\$ 1,752.02	\$ 32,768.33	\$ -	
Grand Totals		\$ 172,601.75	\$ 24,568.34	\$148,033.41		

INITIAL INSURANCE REQUIREMENT: \$148,033.41

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24403 to that Equipment Lease Purchase Agreement number 24403 will be maintained by the City of Sand City as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24403 , City of Sand City , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24403 to that Equipment Lease Purchase Agreement number 24403. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24403 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self insured, contact Motorola representative for template of self insurance letter.**

## **STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1.     **What is the specific use of the equipment?**
  
2.     **Why is the equipment essential to the operation of **City of Sand City**?**
  
3.     **Does the equipment replace existing equipment?**  

If so, why is the replacement being made?
  
4.     **Is there a specific cost justification for the new equipment?**  

If yes, please attach outline of justification.
  
5.     **What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?**

## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24403

Lease Schedule A No. : 24403

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24403. See Schedule A for a detailed Equipment List.

LESSEE:

City of Sand City

By: \_\_\_\_\_

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

**CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24403) held on August \_\_\_\_\_, 2018, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Sand City (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Sand City</b>		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>1 Pendergrass Way</b>		3	
6 City, town, or post office, state, and ZIP code <b>Sand City CA 93955</b>		7 Date of issue <b>8/15/18</b>	
8 Name of issue <b>Equipment Lease-Purchase Agreement 24403</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>	
11 Education . . . . .	11
12 Health and hospital . . . . .	12
13 Transportation . . . . .	13
14 Public safety . . . . .	14 <b>148,033.41</b>
15 Environment (including sewage bonds) . . . . .	15
16 Housing . . . . .	16
17 Utilities . . . . .	17
18 Other. Describe ►	18
19 If obligations are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>
If obligations are BANs, check only box 19b . . . . .	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box . . . . .	<input checked="" type="checkbox"/>

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>					
21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
	8/15/23	\$ <b>148,033.41</b>	\$ <b>148,033.41</b>	5 years	5.22 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest . . . . .	22
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23 <b>148,033.41</b>
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24
25 Proceeds used for credit enhancement . . . . .	25
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26
27 Proceeds used to currently refund prior issues . . . . .	27
28 Proceeds used to advance refund prior issues . . . . .	28
29 Total (add lines 24 through 28) . . . . .	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30 <b>148,033.41</b>

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
	<b>b</b> Enter the final maturity date of the GIC ▶ _____		
	<b>c</b> Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	<b>b</b> Enter the date of the master pool obligation ▶ _____		
	<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____		
	<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
	<b>b</b> Name of hedge provider ▶ _____		
	<b>c</b> Type of hedge ▶ _____		
	<b>d</b> Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
	<b>b</b> Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	<b>Signature of issuer's authorized representative</b> ▶ _____	<b>Date</b> ▶ _____	<b>Type or print name and title</b> ▶ _____	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed <span style="float:right">PTIN</span>
	Firm's name ▶ _____	Firm's EIN ▶ _____		
	Firm's address ▶ _____	Phone no. ▶ _____		

**AGENDA ITEM**

**10B**

# Memo

**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Prepared:** Mike McCarthy, Human Resources Consultant  
**Date:** August 7, 2018  
**Re:** Terms for Police Officer Association

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During the last three months, the City's negotiating team and the Police Officer Association (POA) negotiating team met several times to discuss new terms for POA-represented members, as the POA contract expired June 30, 2018.

Staff is pleased to report that negotiations with the Police Officer Association (POA) have concluded, and the City and POA have agreed to the following terms, subject to Council approval:

1. Effective July 1, 2018, 3.0% wage increase for all POA-represented members
2. Effective July 1, 2018, implement POST incentive pay program (5.0% for Advanced POST and 2.5% for Intermediate POST)
3. Effective July 1, 2018, reduce longevity waiting period for those represented members who have already reached longevity and received a promotion
4. Term: July 1, 2018 through September 30, 2018
5. Staff to conduct compensation survey, share results with POA representatives, and start discussions about subsequent MOU
6. The City Administrator is authorized to add these salary adjustments to the budget amendment at mid-year if deemed necessary.

Staff will be available to answer any questions.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY**

**ADOPT NEW TERMS AND BENEFITS FOR REPRESENTED MEMBERS OF THE SAND CITY POLICE OFFICER ASSOCIATION FOR FISCAL YEAR 2018/2019**

**WHEREAS**, the City of Sand City wishes to ensure that Sand City offers an attractive salary and benefit package that is competitive with other cities on the Monterey Peninsula to retain and attract high quality City employees; and

**WHEREAS**, the Personnel and Budget Committee of the City Council has worked with staff to ensure that any proposed increase in salary and benefits are within the City's ability to maintain a balanced budget to continue to deliver services to its residents; and

**WHEREAS**, terms for the Police Officer Association expired on June 30, 2018; and

**WHEREAS**, the Sand City Police Officer Association negotiating team and the Sand City negotiating team met in good faith to discuss new terms and conditions for the Police Officer Association; and

**WHEREAS**, the Sand City Police Officer Association has agreed to the new terms proposed; as described in the attached City Administrator August 7, 2018 memo.

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

1. A 3.0% wage increase for all POA-represented members
2. Implement POST incentive pay program (5.0% for Advanced POST and 2.5% for Intermediate POST)
3. Reduce longevity waiting period for those represented members who have already reached longevity and received a promotion
4. Term: July 1, 2018 through September 30, 2018
5. Staff to conduct compensation survey, share results with POA representatives, and start discussions about subsequent MOU
6. The Sand City Administrative Staff are directed and authorized to incorporate the above salary adjustments, beginning July 1, 2018.
7. The City Administrator is authorized to add these salary adjustments to the budget amendment at mid-year if deemed necessary.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 7<sup>th</sup> day of August 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

Mary Ann Carbone, Mayor

**ATTEST:**

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Linda K. Scholink,  
City Clerk

**AGENDA ITEM**

**10C**

# Memo

**To:** Honorable Mayor and City Council  
**From:** Todd Bodem, City Administrator  
**Prepared:** Mike McCarthy, Human Resources Consultant  
**Date:** August 7, 2018  
**Re:** Terms for Full-Time Permanent Non-Safety employees

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In May, several employees reached out to staff to discuss new wages and benefits. The employees requested salary adjustments based on a variety of factors. The last salary adjustment was July 1, 2017, and historically, Sand City has provided wage increases each July. Staff met with those employees to discuss potential terms for all non-safety employees.

Following meetings with employees and subsequent meetings with the Personnel and Budget Committee and the City Council, staff recommends the following terms:

1. Effective July 1, 2018, 3.0% wage increase for all Full-Time Permanent Non-Safety employees.
2. Effective July 1, 2018, reduce longevity waiting period for those employees who have already reached longevity and received a promotion.
3. Staff to conduct a compensation survey on all Full Time Permanent Non-Safety employees, and share the results with employees and the City Council by September 30, 2018. Council, at that time, may consider additional changes to employee compensation.
4. The City Administrator is authorized to add these salary adjustments to the budget amendment at mid-year if deemed necessary.

Staff will be available to answer any questions.



**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY**

**ADOPT NEW TERMS AND BENEFITS FOR ALL FULL TIME PERMANENT  
EMPLOYEES OF THE CITY OF SAND CITY NOT REPRESENTED BY THE POLICE  
OFFICER ASSOCIATION FOR FISCAL YEAR 2018/2019**

**WHEREAS**, the City of Sand City wishes to ensure that Sand City offers an attractive salary and benefit package that is competitive with other cities on the Monterey Peninsula to retain and attract high quality City employees; and

**WHEREAS**, the Personnel and Budget Committee of the City Council has worked with staff to ensure that any proposed increase in salary and benefits are within the City's ability to maintain a balanced budget to continue to deliver services to its residents; and

**WHEREAS**, the Sand City staff met with non-safety long-term employees to understand employee requests for salary and benefit adjustments; and

**WHEREAS**, the staff recommends the following adjustments are appropriate as described in the attached August 7, 2018 memo.

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

1. A 3.0% wage increase for all non-Police Officer Association-represented members who are full time permanent employees
2. Reduce longevity waiting period for those employees who have already reached longevity and received a promotion
3. Staff to conduct compensation survey, and present results to the employees and City Council for consideration of additional salary and benefit enhancements by October 1, 2018
4. The Sand City Administrative Staff are directed and authorized to incorporate the above salary adjustments, beginning July 1, 2018.
5. The City Administrator is authorized to add these salary adjustments to the budget amendment at mid-year if deemed necessary.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 7<sup>th</sup> day of August 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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**Mary Ann Carbone, Mayor**

**ATTEST:**

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**Linda K. Scholink,  
City Clerk**

**AGENDA ITEM**

**10E**

*Join us for the  
Annual Coastal Beach Cleanup Day  
in Sand City*

*Date: Saturday, September 15, 2018*

*Location: West Bay Street, Sand City*

*Time: 9 a.m. to 12 noon*



**\* Light refreshments will be served and restrooms provided on site. All other supplies for cleanup will be available.**



Sand City's 17th Annual  
**WEST END CELEBRATION**

- HOME
- MUSIC
- ART
- VENDORS
- SAND CITY SCENE
- GREEN SCENE
- SPONSORS
- VOLUNTEERS

Artist / Vendor Applications

## *The Streets of Sand City Come Alive!*

ART EXHIBITS • LIVE MUSIC • PERFORMING ARTS • INTERACTIVE EXHIBITS • SPOKEN WORD  
**STREET FAIRE • OPEN STUDIO TOURS • LIVE MUSIC**

*Expanded:* **More Artists and Artisans Than Ever Before!**

**Friday Night** 7PM-11PM, 8/17  
 FUNDRAISER: \$25 ADVANCE/ \$30 THE DOOR

**SATURDAY** 11AM-6PM, 8/18 >FREE

**SUNDAY** 11AM-5PM, 8/19 >FREE

Join us for Sand City's 17th Annual West End Celebration dedicated to The Arts in all of its forms—visual arts, performing arts, music, and spoken word!

Saturday and Sunday, the streets of Sand City, California, come alive with over 100 artists and artisans: performing arts; visual arts; interactive arts; art exhibits; and continuous live music on multiple stages.

Look for new and exciting attractions, activities and events this year!



**Two Full Days of Free, Continuous, Live Entertainment on Multiple Stages**

**2018 MUSIC SCHEDULE**

**SPECIAL SATURDAY EVENT:**

AWAKEN' MULTIDIMENSIONAL  
**FASHION SHOW**

by Sand City Arts Committee & Community Palette  
 5:30PM-11:30PM

Tickets: \$55 Fashion Show • \$180 ViP Experience  
<https://tinypurl.com/430ortiz>

**A TRUE COMMUNITY EVENT  
with Free fun for the entire family!**



**PERFORMING ARTS STAGE**

**WIN A GUITAR**

**AUTOGRAPHED BY JACKSON BROWNE**

**TO BENEFIT GUITARS NOT GUNS**



*Become A Sponsor*



**SAND CITY ART COMMITTEE**



Peninsula Chevrolet



**EVENT COORDINATOR > [Steve Vagnini](#) • PRESS/Media > [Rebecca Riddell](#) • [Like Us on facebook](#)**

Application for Vendors/Exhibitors:

- [Commercial Exhibitors](#)
- [Food / Beverage Vendors](#)
- [Green Scene Exhibitors](#)
- [Non-Profit Exhibitors](#)

PACIFIC GROVE  
MUSEUM

# CELEBRATE THE HOLIDAYS WITH US

BOOK YOUR GROUP HOLIDAY PARTY BEFORE OCTOBER 1ST, 2018  
AND RECEIVE 50% OFF THE ROOM RENTAL.

**\*Promotion offered for parties  
of 30 or more and party  
dates booked on a Sunday  
thru Wednesday during the  
month of December**

**Extensive Holiday Décor and  
Festive Lights**

**Private and Semi Private  
Space Available**

## **SPECIAL PARTNER OFFER:**

Our rental partner **Unlimited Events** will offer a special discount with this package of 20% off all rentals over \$1,000 booked for your event.

Our photographer **Richard Green Photography** will offer his photo booth or event photography for 25% off with this package.

A non-refundable deposit will be charged upon booking. Excludes Christmas Eve and New Year's Eve.

[PGMUSEUM.ORG/RENTALS/](http://PGMUSEUM.ORG/RENTALS/)

# Host a Party

## Special Holiday Offer by the Haute Enchilada Social Club

Looking for a place to host your holiday party? The Haute Enchilada Social Club is perfect for your private or cultural event. Let's make your event most memorable with wonderful food served by our team of professionals.

If you book by October 31st for any holiday party in December the room rental fee will be waived.

### Rental Details:

Waived if booked by October 31st for a December 2018 party!  
Room fee \$350 for 3 hours and \$175 per hour beyond the first 3 hours. Room fee is always waived for non-profits.

Minimum \$30 per person charge for food. Grilled meat, fish, poultry or vegetables on large mesquite grill upon request.  
Menu can be found on our website without pricing.

For more information, check  
[www.hauteenchilada.com/social-club](http://www.hauteenchilada.com/social-club)





2017 GUEST & COMMUNITY HIGHLIGHTS

# BUILDING A FUTURE FOR THE OCEAN

Read the Report

 Monterey Bay  
Aquarium

Monterey Peninsula Chamber of Commerce,  
243 El Dorado St., Suite 200, Monterey, CA 93940

[SafeUnsubscribe™ connie@sandcityca.org](mailto:SafeUnsubscribe™_connie@sandcityca.org)

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**Constant Contact** 

Try it free today

# Events Calendar

arrow search by:

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<< **August 2018** >>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Community Homeless Solutions Ribbon Cutting STAND UP AND SHINE! TURN UP YOUR CONFIDENCE, LIGHT UP YOUR LIFE	2 CAPA's 65th Anniversary Celebration & Ribbon Cutting	3 The Alzheimer's Association presents: 'Melodic Memories' Sing-a-Long	4 Seaside Certified Farmer's Market Paint with Dali17 An Evening with Non-Dual Teacher Devaji
5	6	7	8	9 SugarLeaf Trading Company Grand Opening & Ribbon Cutting	10	11 Seaside Certified Farmer's Market G.I. Josie Film Festival
12	13	14 FRENCH FLEA MARKET	15	16 PWN Power Networking Lunch iHeart Media Joint Mixer	17 The Alzheimer's Association presents: 'Melodic Memories' Sing-a-Long	18 Seaside Certified Farmer's Market
19	20	21 Aspire Health Plan Presents: Wildlife Photography	22 Aspire Health Plan Presents: Memoir Writing	23 The Russo and Steele Collector Automobile Auction Aspire Health Plan Presents: Movies in the Afternoon	24 The Russo and Steele Collector Automobile Auction	25 The Russo and Steele Collector Automobile Auction Seaside Certified Farmer's Market

<< **August 2018** >>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29 HUB International Insurance Ribbon Cutting	30	31	

[Business Directory](#) [Events Calendar](#) [Hot Deals](#) [Job Postings](#) [Contact Us](#) [Weather](#)



Printed courtesy of [www.montereychamber.com/](http://www.montereychamber.com/) – Contact the Monterey Peninsula Chamber of Commerce for more information.  
243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – [info@montereychamber.com](mailto:info@montereychamber.com)

**AGENDA ITEM**

**11A**

**THIS ITEM TO BE  
DELIVERED UNDER  
SEPARATE COVER**