

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, AUGUST 21, 2018

5:30 P.M.



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

Regular Meeting – August 21, 2018
5:30 P.M.

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

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

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

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

6. **CONSENT CALENDAR**

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

- A. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits.

- (1) CUP #257, Precision Porche (auto), 475-C Olympia Avenue
- (2) CUP #345, James Obara, (mobile home), 770 Tioga Avenue
- (3) CUP #370, Save On Cleaners (service business), 840 Playa Avenue
- (4) CUP #378, Carmel Glass Company (contractor), 637-B Ortiz Avenue
- (5) CUP #388, Sanctuary Management Group (recreation), 1855 East Avenue
- (6) CUP # 396, McDonalds Restaurant (food), 990 Playa Avenue
- (7) CUP #497/CDP 09-02, Earthbound Tattoo (tattoo studio), 490-B Orange Avenue
- (8) CUP #523 Classic Kitchen Design (Nettesheim), 495 Shasta Avenue
- (9) CUP #526, Consolidated Electric Distributors CED (wholesale), 425 Orange Avenue

- (10) CUP #551, Pacific Throttle (auto tune), 418 Elder Avenue
- (11) CDP #11-10, Clifton Plumbing (contractor), 1 John Street
- (12) CUP #317, Rick's Upholstery (service business), 713 Dias Street
- (13) CUP #568/CDP #13-04, Shawn Kelley, (service business), 1815 Contra Costa St.
- (14) CUP #605, Precision Plumbing & Heating, David Warren (plumbing), 1738 Hickory St.

- B. Approval of Sand City Council Meeting Minutes, August 7, 2018
- C. Acceptance of Police Department Monthly Report, July 2018
- D. Acceptance of Public Works Monthly Report, July 2018
- E. Receipt and Approval of Response Letter to the 2017-2018 Monterey County Civil Grand Jury Final Report on Homelessness
- F. Approval of City RESOLUTION Amending Resolution SC 18-71, 2018 to Correctly State the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA) Agreement took into effect beginning July 1, 2018 through June 30, 2019
- G. Approval of City RESOLUTION Proclaiming October 3, 2018 as Clean Air Day
- H. Approval of City RESOLUTION Amending a Contract with Michael McCarthy for Human Resources Consulting Services
- I. Receipt and Approval of Denial of Three (3) Claims submitted by Ryan Williams, Carl Rupert, and Fermin Gonzales IV regarding Seaside High School Incident
- J. Approval of City RESOLUTION Honoring James G. Heisinger Jr. for His Contribution and Service of 30 Years as the City Attorney for the City of Sand City and Sand City Redevelopment Agency

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- A. Presentation by Rob Hilton of HF&H Consultants, LLC regarding Senate Bill (SB) 1383 (California Global Warming Solutions Act) Jurisdictional Requirements (10 minutes)
- B. Presentation by Mayor Carbone to Jacobs Heart

9. PUBLIC HEARING

- A. Consideration and Approval of City RESOLUTION Approving Coastal Development Permit 18-04 for Ioan Szasz Authorizing a Curator Storage, Distributions, and Office Operation at 1 John Street

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

11. NEW BUSINESS

- A. Consideration of City RESOLUTION Authorizing the Execution of an Agreement with Vibeke Norgaard to Provide City Attorney Services
- B. Consideration of City RESOLUTION Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank for Financing to Fund the Construction of the Three New Desalination Wells Project; authorizing the incurring of an Obligation Payable to IBank for the Financing to Fund the Three New Desalination Wells Project if IBank Approves the Application, Declaring the City's Official Intent to Reimburse Certain Expenditures from the Proceeds of an Obligation, and Approving Certain other Matters in Connection therewith
- C. Consideration of City RESOLUTION Establishing Late Payment Penalties for Unpaid Citations for Parking Violations
- D. Consideration of Cancelling the September 4, 2018 City Council Meeting due to the Labor Day Holiday
- E. Comments by Council Members on Meeting and Items of Interest to Sand City
- F. Upcoming Meetings/Events

12. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, September 4, 2018
5:30 P.M.
Sand City Council Chambers

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/meetings

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 One Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM

6B

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

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

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

The invocation was led by Reverend Jason Yarbrough.

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

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

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

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

The Mayor announced that Debbie Hale, Executive Director of the Transportation Agency of Monterey County (TAMC) will be presenting an update on Measure X and SB 1 funding. She added that her report of monthly activities will be available at the next City Council meeting.

City Administrator Todd Bodem announced that handouts for Ms. Hale's presentation will be distributed by the Deputy City Clerk to the City Council.

AGENDA ITEM 5, COMMUNICATIONS

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

There were no comments from the Public.

5:32 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the July 17, 2018 Sand City Council Meeting Minutes.
- B. There was no discussion of the Designation of Voting Delegate and Alternate for the 2018 League of California Cities Conference.
- C. There was no discussion of the Denial of Claim submitted by Linda Bebermeyer regarding Personal Injuries from Bicycle Accident on February 1, 2018.
- D. There was no discussion of the City **Resolution** authorizing Renewal of the Sheltering Services Agreement with the Society for the Prevention of Cruelty to Animals for Monterey County (SPCA).
- E. There was no discussion of the City **Resolution** to Oppose Proposition 6.

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

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 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}**

Debbie Hale, Executive Director of the Transportation Agency of Monterey County presented an update of Measure X and SB 1 funding. Measure X funding will provide a small amount of funds to Sand City, approximately \$21,000 towards transportation projects. Although it is not a great deal of money, it should amount to a considerable sum over the course of 30 years. The City's SB1 funding is approximately double that of the anticipated revenues of Measure X funds. The combination of both funds can assist the City in looking to improve Contra Costa Street which serves as a major route into Sand City. A majority of the voters would like to protect the gas tax revenues as those funds are used toward local and regional roadway improvements and is an important funding source for our roads, economic development, and jobs.

A handout was provided that listed the Sand City projects funded by

Measure X and the Gas State Tax that included Contra Costa Street Improvements, Rapid Bus Transit along Highway 1, and a Bicycle and Pedestrian Wayfinding Program. Ms. Hale continued that Monterey-Salinas Transit (MST) just finished the feasibility study for a rapid bus transit line along Highway 1. Their proposal is to run the bus line through Contra Costa and into the City of Monterey. This should help alleviate traffic congestion in various parts of Sand City, and further provide greater access to Edgewater Shopping Center and other parts of the City.

There was discussion regarding the Monterey branch line along Highway 1, Proposition 6 that would repeal the recent increase in the gas tax and vehicle fees, how each Cities revenues are calculated by population, leveraging some of the existing funds to move forward with proposed projects, alleviating parking issues within the City, and acquiring matching grant funding for projects.

Ms. Hale concluded that MST just adopted the feasibility study and their next phase would be to conduct an environmental review. In order for improvements to commence for the Highway 68 corridor and Highway 156 improvements TAMC plans on applying for what is called "congested corridor money". She spoke to proposed improvements at the Castroville Boulevard/Highway 156 interchange, driver safety, moving forward with transportation improvements and the re-evaluation of SB1 and Measure X funds on an annual basis.

AGENDA ITEM 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

City Engineer Leon Gomez reported that the desalination plant produced 25 acre feet of water for the month of July. A technical draft memorandum was received from Intera containing the new proposed well locations along Sand Dunes Drive. One of the locations for the wells was cited at a different location and the City Surveyor will need to generate another survey for the proposed location. A site visit will be performed by FEHR Engineering and Staff to discuss the electrical system. Comments to the draft memorandum are anticipated to be received sometime next week.

Staff is coordinating with the surveyor for the Contra Costa Street improvement project in relation to the Prop 1 Technical Assistance Grant, and working with P.G. & E. to set up a meeting to discuss the overhead utilities along the corridors of Contra Costa and Catalina Street. Plans for improvement/remedy were requested from Graniterock regarding the illicit discharge that occurred at their facility. A hand drawn sketch was received, but Staff is seeking and requesting more concrete specificity

regarding the proposed improvements they plan to conduct.

There was Council discussion regarding the enforcement and procedures regarding follow-up of illicit discharges, and whether they may be in violation of Health Department standards. A strong letter addressed to the facility managers regarding their land use permit was suggested by the City Engineer and may be a possible course of action.

A lot line adjustment was recorded for the Dayton residential project. They have resubmitted their plans and is currently being reviewed by Staff. The issuance of the permit for the Dayton project would be determinant upon the relocation of the pole by P.G. & E. The Bogue residential development is progressing rapidly and the construction crew has been consistent about keeping the area/street clean of construction debris. The boundary map for the South of Tioga project was received which will be provided to NBS for review for the formation of possible Community Facilities District (CFD).

AGENDA ITEM 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

Chief Brian Ferrante reported that the Police Department has utilized Harris Unity radios since July 2012 as part of the Monterey County's NGEN radio upgrade. The County uses Harris communications system to provide digital and encrypted radio communication for nearly all of the agencies. Harris equipment must be purchased, serviced, and updated through Harris Corp, causing the equipment to become more expensive to maintain than other vendors. Several agencies have expressed their dissatisfaction with the performance of their radios and have conducted and tested other systems. They have found the most effective radio system to be the Motorola APX8000 series radio.

The County has informed agencies that within the next year, Harris will no longer be providing support for the Unity series radios. The Harris system has been in use for 6 years; however, after next year they will no longer be a viable option. The Motorola product is expected to be in production for the next several years and should provide the necessary firmware upgrades and support. Purchase of the Motorola APX8000 series would cost approximately \$148,000 and have an expected lifespan of 10-15 years. This would cost approximately \$35,000 per year, and the fiscal year 2018-19 budget includes a line item for the purchase of the radio system. Staff recommends approval of entering into a lease agreement with Motorola for the purchase of the APX8000 series radios to replace the current Harris Unity radios.

There was Council discussion regarding the disposal and/or possibility of

donating the Harris system to a non-profit organization.

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

There were no comments from the Public.

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

Motion to approve the City **Resolution** approving the 5 Year Lease/Purchase of Motorola Radios for the Police Department at a cost not to exceed \$148,033 was made by Council Member Hawthorne, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Human Resources Consultant Mike McCarthy reported that successful negotiations were conducted with the Police Officers Association (POA). In his involvement with a variety of groups over the last 15-20 years, these negotiations were one of the most healthy and positive sessions he has experienced. A summary of the tentative agreement that the association and staff reached would include a 3% wage increase effective July 1, 2018 with an enhanced incentive plan for education. The Council had given direction also to do a full salary survey to revisit compensation with a review to be conducted within the next 3 months. This survey would research and compare salaries within the market. The POA had approved the terms and benefits as outlined in the attached memo, and is presented for Council ratification.

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

There were no comments from the Public.

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

Motion to approve the City **Resolution** to adopt New Terms and Benefits for Represented Members of the Sand City Police Officers Association for Fiscal Year 2018/2019 was made by Council Member Hawthorne, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Human Resources Consultant Mike McCarthy reported that several employees sent a note to staff and council expressing their thoughts about compensation for July 2018. Their memo was very well thought out, well written, and presented a lot of considerations for staff to review.

It was collectively expressed that it was best to offer an adjustment similar to the police department, and to consider a variety of things that they brought up in their memo to Staff. It was agreed and recommended that a 3% wage increase be given to all non-safety employees effective July 1st, and to do a full compensation survey for all employees. The survey should be submitted for Council review some time in late August or early September with some data for Council consideration.

6:15 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:15 P.M. Floor closed to Public Comment.

Motion to approve the 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 was made by Council Member McDaniel, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Council Member Hawthorne reported that Sand City will be receiving the Silver Beacon Award at the Annual League of California Cities conference for reducing carbon footprint and sustainability. A fashion show will be presented at the West End Celebration this year as well as a video show display at the Independent. There will also be an after-party following the Friday night concert.

Council Member Hubler added that the footprint for the West End Celebration will be extended to include 20-30 more vendors and another stage.

Mayor Carbone reported that Public Works had done a tremendously good job at the Community Garden. The City has drafted some guidelines and an application for its use is being reviewed by the City Attorney.

Council Member Blackwelder added that under the direction of the public works foreman, the public works crew performed a good job clearing the

park and that the new landscaping is quite appealing.

E. Upcoming Meetings/Events

There were no RSVP's for upcoming events.

AGENDA ITEM 11, CLOSED SESSION

6:30 p.m.

- A. The City Council/Agency Board adjourned to Closed Session pursuant to Government Code Section 54957 regarding Public Employee Employment, Position: City Administrator

7:44 p.m.

- B. The City Council/Agency Board re-adjourned to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act.

There was no action taken.

AGENDA ITEM 12, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 7:45 p.m to the next regularly scheduled Council meeting on Tuesday, August 21, 2018 at 5:30 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6C

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 1-Aug-18

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF JULY 2018

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

CRIMINAL OFFENSES REPORTED

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	2	4
Assault/Battery	0	1	6	7
Battery (spousal)	0	0	0	1
Burglary (commercial)	0	1	3	15
Burglary (residential)	0	0	1	1
Burglary (vehicle)	0	1	1	0
Theft (petty)	12	3	57	102
Theft (grand)	1	0	2	3
Theft (vehicle)	0	0	7	2
Vandalism	1	3	15	12
Arson	0	0	0	0
Forgery/Counterfiting	0	0	2	2
Fraud/Embezzlement	3	4	18	32
Health&Saftey code	7	7	62	154
Business&Professions Vio	1	0	4	8
TOTAL	25	20	180	343

ARREST

Adult Felony	7	2	34	37
Adult Misdemeanor	19	31	177	175
Juvenile Felony	0	0	0	2
Juvenile Misdemeanor	1	0	2	9
Warrants	13	16	105	262
Drunk Driving	0	1	4	0
TOTAL	40	50	322	485

~~8-1-18~~ 14-18

	THIS	LAST	YEAR	LAST YEAR
	MONTH	MONTH	TO DATE	TO DATE
CITATIONS				
Traffic Violations	17	9	96	146
Parking Violations	71	39	214	508
Sand City Muni Code	1	1	2	10
Warrants	11	11	74	172
TOTAL	100	60	386	836

TRAFFIC ACCIDENTS				
Non- Injury	3	1	25	20
Injury	1	0	3	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	0
TOTAL	4	1	28	20

MISCELLANEOUS CALLS FOR SERVICE				
Accident (ACN/No Report)	7	4	27	19
Commerical Alarm (ALC)	5	2	45	62
Fire Alarm (ALF)	0	0	0	3
Residential Alarm (ALR)	0	0	0	0
Animal Call (ANX)	2	4	18	22
Agency Assist (ASP)	6	15	49	54
Vehicle (CHP180)	0	0	0	2
Civil (CIVIL)	4	5	24	28
Fire (FIRE)	0	0	1	1
Gang (GANG)	0	0	0	1
Informational (INFO)	76	57	561	395
Medical (MEDI)	2	3	27	43
Security Check (SEC)	0	0	0	5
Suspicious Cir. (SUSP)	11	9	72	110
Welfare Check (WLF)	8	6	56	73
TOTAL	121	105	880	818

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	53	49	385	901
Officer Initiated	66	54	470	451
TOTAL	119	103	855	1352

AGENDA ITEM

6D

Public Works
Monthly Activity Report
July 2018

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

Routine Public Works Functions:

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

Safety/ Training meetings

- Had a safety meeting on First Aid/ Reporting Injuries

Special Public Works Functions:

- Emptied the trash citywide and took the truck to the dump.
- Installed a bodycam charger at the Police Department.
- Placed out barricades citywide for the 4th of July.
- Tossed out old "STOP" stencils at the corporation yard.
- Gassed up the ATV for the Police Department.
- Filled up new gas cans, mix cans, and the new Public Works truck.
- Pulled weeds at Calabrese Park.
- Had a purchase order signed and picked up rear windshield wipers for the Police cars.
- Put all the flags at half-staff for a shooting on the East coast and then lifted them back up.
- Completed the Stormwater Quarterly for the city engineer and put it in his box.
- Went with Commander Graziano to Fort Ord to help him install a magnetic board in a swat vehicle.
- Pulled more weeds and ice plant around Calabrese Park.
- Responded to an illicit discharge on Catalina and took pictures.
- Cleaned up homeless trash off of Fir Ave. after we were contacted by Officer Blackmon and then took the truck to the dump.
- Removed all the barricades city wide and put them away from the 4th of July.
- Public Works had separate meetings with Mike Mccarthy discussing job duties.
- Did the Costco shopping and put everything away.
- Contacted Andy from Fashion Streaks about volunteer shirts.
- Went to Signworks to get prices on having the CA number along with truck numbers on the dump truck, utility, and Toyota truck.
- Loaded spoils and took them to the dump.
- Went to Signworks to have the numbers put on the new truck.
- Emptied trash citywide and filled the mutt mitt dispensers.
- Watered all the trees citywide (600 gallons).
- Went to Signworks to approve numbers to be put on the rest of the Public Works fleet.
- Wired a new light on the street sweeper for the broom.
- Cleaned up West Bay St..
- Removed the Sand City decals on the old 4 door Chevy Public Works truck.
- Emptied the trash citywide and blew around City Hall.
- Grinded out the door lock for the back door to close at the Police Department.
- Removed ice plant, trees, and cut off tops of garbage cans at the Community Garden.
- Went to Home Depot to pick up supplies and fixed a cable at the banner pole on Tioga.
- Replaced a steel part connected to the hopper on the street sweeper along with fixing a water sprayer in the inside of the hopper.
- Cut 2 x 12's to size at the corporation yard for planter boxes at the Community garden.

- Finished 2 planter boxes and cleaned up the Community garden.
- Cut 4 x 4 posts, finished 3 planter boxes, moved the fire pit, cut 5 garbage can lids, loaded up the dump truck with old planter box beds, dirt, weeds, and a plastic bin. Took the truck to the dump.
- Had the ca numbers and vehicle numbers put on the dump truck, Toyota Tacoma, and utility truck at Signworks.
- Took a delivery of the rails from Statewide and put them at the corporation yard.
- Did the Costco shopping and put everything away.
- Contacted Steve Vagnini about having another banner made by Signworks for the West End event.
- Went around the West End footprint with the Chief and Vito regarding K rails at the entrances for the event.
- Brought the street sweeper to Mark's barn to have a hole fixed on the housing fan and picked it up when the work was complete.
- Watered all the trees in the bulb outs citywide, (800 gallons), along with pulling out weeds.
- Dug holes for 4 x 4's in the Community garden and installed them around the planter boxes.
- Finished cutting the tops of the garbage can lids around the Community garden. Also took a delivery of the base rock, sand, and pavers.
- Emptied the trash citywide.
- Installed new brooms on the street sweeper.
- Installed 2 new raised planter boxes at the Community Garden.
- Checked on prices for K-rails and availability with Statewide.
- Removed sand out of the curb line along Sand Dunes Dr., Tioga, and West Bay.
- Cut posts and 2 x 12's at the corporation yard. Installed one raised bed, assembled 4 more 4' x 8' beds, installed more 4 x 4 posts to the raised beds and hauled Community garden debris to the dump.
- Did the street sweeping city wide.
- Got bids for K-rails for the West End.
- Installed more posts to raised beds, excavated soil for pathway base rock, knocked down base rock pile with backhoe.
- Emptied the trash citywide.
- Rented a mini excavator to move base rock and returned it to Rental Depot.
- Raked and shoveled base rock and used a vibratory plate to compact.
- Watered all the trees citywide (800 gallons).
- Blew around City Hall and emptied the trash citywide.

- Installed new license plates on the new Chevy truck.
- Installed West End banners at Contra Costa and Tioga.
- Spoke with Roger from Cypress Coast Ford about rhino lining the new truck.
- Sent emails back and forth to Mike Mccarthy regarding job specs.
- Picked up gopher wire at Martins Irrigation.
- Installed 4 planter boxes along with gopher wire and 4 x 4's around 1 box.
- Started putting down pavers at the Community garden.
- Contacted Manny at Sturdy Oil to get a gas card for Chris Veloz (a new reserve officer).
- Shoveled sand out of the curb line along Sand Dunes, West Bay St., Tioga, and California.
- Contacted Fashion Streaks about the Volunteer shirts for the West End.
- Got the street sweeper ready.
- Removed lights from an area in City Hall to put in the front (didn't work).
- Continued installing pavers at the Community garden, along with finishing the 4 x 4's around the planter boxes. Picked up spikes at Granite Rock and put down a border along with 12" spikes.
- Picked up donations from Sweet Elena's and Panera for a Monterey Peninsula Chamber of Commerce meeting.
- Did the Costco shopping and put everything away.
- Had a meeting with Mike Mccarthy concerning job specs.
- Picked up a wet saw from Rental Depot, brought the 6500 watt generator to the garden, cut pavers at the community garden, continued laying down pavers, moved more sand around, broke up the old fire pit and loaded it in the back of the dump truck with the backhoe, cleaned out the wet saw and brought it back to Rental Depot.
- Picked up supplies at Granite and Home Depot.
- Swept sand around the pavers, put metal pieces around the corners to hold in sand, wet it down, placed a string line for retaining wall, started drilling holes for 4 x 4's for a retaining wall and placed them in designated spots at the Community garden.
- Went to Granite in Salinas to pick up more pavers for the Community garden.
- Emptied the trash citywide and took the truck to the dump.
- Finished putting out the rest of the pavers along with ones that need to be cut, started putting down weed block, finished putting in 4 x 4's along with 2 x 12's for the retaining wall on the back side of the community garden.
- Spoke with Roger from Cypress Ford and set up a date and time for the new truck to be rhino lined.
- Got lists for Costco and Sweet Elena's for officer swearing in ceremony.

AGENDA ITEM

6E

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

AGENDA ITEM

6F

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: August 13, 2018
Subject: Adoption of Resolution Correcting Clerical Error in Previously Approved Resolution SC 18-71 (2018), Amending SCPA's Agreement New Term Date

Background

The purpose of this action is to correct an error that occurred with respect to Resolution SC 18-71 (2018) with the Society for the Prevention of Cruelty of Animals for Monterey County (SPCA) agreement's effective beginning date starting July 1, 2017 through June 30, 2018 SPCA

The following "WHEREAS" language shall read as follows:

WHEREAS, the attached agreement for Animal Services with the SPCA took into effect beginning ~~July 1, 2017 through July 1, 2018~~ July 1, 2018 through June 30, 2019.

Recommendation

Consider the approval of the Resolution

CITY OF SAND CITY

RESOLUTION SC ____, 2018

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING RESOLUTION SC 18-71 (2018), TO CORRECTLY STATE THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR MONTEREY COUNTY (SPCA) AGREEMENT TOOK INTO EFFECT BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, on August 7, 2018 the City Council of Sand City ("the City") adopted Resolution No. SC 18-71 (2018) attached hereto, and referenced thereof, as Exhibit A to the Resolution, which incorrectly stated the Society For The Prevention Of Cruelty To Animals For Monterey County (SPCA) agreement took into effect beginning July 1, 2017 through June 30, 2018; and

WHEREAS, instead the Resolution should be amended and the fourth paragraph corrected to read as follows: **WHEREAS**, the attached agreement for Animal Services with SPCA took into effect beginning July 1, 2018 through June 30, 2019; and

WHEREAS, based on the foregoing, the City Council of Sand City finds and determines it advisable to amend Resolution SC No. 18-71 (2018) to correctly state the effective new term.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby finds and determines it advisable that Resolution No. 18.71 (2018) be amended to the term of the agreement beginning July 1, 2018 through June 30, 2019.

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

EXHIBIT A

**CITY OF SAND CITY
RESOLUTION SC 18-71, 2018**

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING RENEWAL OF THE SHELTERING SERVICES AGREEMENT WITH THE SOCIETY FOR THE PREVENTION OF CRULELTY 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 7th day of August, 2018 by the following votes:

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

APPROVED:


Mary Ann Carbone, Mayor

ATTEST:


Linda K. Scholink, City Clerk

**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)**

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WHEREAS, the attached agreement for Animal Services with the SPCA took into effect beginning July 1, 2018 through June 30, 2019; and

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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



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.

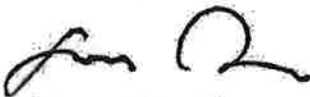
A few of the services we provide you, your officers, and your residents -- many come at no cost to your city:

- 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

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
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

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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 (15th) 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

6G

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY PROCLAIMING
OCTOBER 3, 2018 AS CLEAN AIR DAY**

WHEREAS, air pollution contributes to higher rates of cancer, heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment, air quality, and well-being of residents, employees, and visitors of the City of Sand City; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the State to clean the air on October 3, 2018; and

WHEREAS, the City of Sand City is committed to the health of our residents, workforce, visitors, and community at large.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby proclaims that October 3, 2018 be declared "Clean Air Day" in the City, and that all residents, businesses, employees, and community members participate in Clean Air Day and help clear the air for all Californians.

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



Cities and Government Agencies Toolkit

Cities and local governments have the ability to lead their communities to a more breathable future. Cities, counties, school districts, college districts, water districts and other local and special districts all have a role to take action and inspire action from their constituents and stakeholders

Participating in Clean Air Day provides a unique opportunity to engage key community stakeholders including elected officials, key agency staff, and community and business leaders.

Air pollution affect everyone's quality of life, so communitywide participation is key to raising awareness and improving the air quality. In whatever way you decide to get involved, make sure to register your city or agency at cleanairday.org so we can promote you and your efforts.

As a city or government agency, you can be a leader in Clean Air Day 2018. It's easy, and here are some suggestions to add to your toolkit of community-serving resources.

Here's how you can be a part of Clean Air Day:

A . Make an Announcement & Share Clean Air:

1. Pass a [resolution](#) of support or declaring Clean Air Day in your jurisdiction.
2. Use social media to promote your participation in Clean Air Day and encourage others do to so
3. Have your Executive and/or elective leadership go "Carfree" on Clean Air Day
4. Create a webpage within your website to share the steps your government organization has taken to reduce air pollution across its jurisdiction
5. Announce and issue a press release/promote on social media the steps that your agency has taken in its commitment to participating in Clean Air Day activities as well as policy changes that have been implemented

6. Leverage Clean Air Day to make announcements in and around October 3 to introduce new laws and regulations to illustrate how they benefit air quality. Examples include:
 - a. New jurisdiction-wide carpool incentives
 - b. Local Ordinances restricting open burning
 - c. No idling zones around schools
 - d. New bike lanes / plans
 - e. New transit-oriented development projects / plans
 - f. Commitments to purchase a higher percentage of energy from renewable sources
 - g. Purchase of zero or near zero emission fleets
7. Giving preferential scoring preference to green certified business

B. Clean the Air:

1. Commit to increased maintenance to keep current vehicle fleets well maintained in order to improve efficiency and reduce pollution
2. Replace aging fleet vehicles with new hybrid or electric models
3. Add electric car charging stations throughout the community at publicly owned facilities and locations accessible to the general public if applicable
4. Implement the use of electric blowers or push brooms instead of gasoline powered blowers to maintain outdoor spaces
5. Use electric lawn mowers on government properties instead of gasoline powered lawn mowers
6. Set air conditioners to no lower than 78 degrees
7. Support new developments that promote pedestrian traffic through inclusion of sidewalks, pathways, crosswalks, and bicycle lanes and trails

C. Engage with residents and stakeholders:

1. Host a "[Transit Party](#)" or electric vehicle ride and drive.
2. Host a "[Clean Air Fair](#)".
3. Host an environmental fair or summit about Clean Air Day to provide information, booths or workshops to the public
4. Host a roundtable with business leaders and others about Clean Air Day, how they can get involved, and how your jurisdiction can support clean air for all
5. Encourage stakeholders to join with you to take the [pledge](#) in official communications to them leading up to Clean Air Day
6. Host a tree planting in your community
7. Establish no idling zones around schools, parks, and other places children gather

8. Recognize businesses who are actively working to improve air quality through carpool, rideshare, telecommute, and other programs
9. Honor community leaders at your official meeting who are working to clean the air
10. Convert an existing event to include Clean Air Day opportunities
11. Conduct surveys to gauge community interest in specific programs and determine needs assessments

D. Engage your employees and facilities:

1. Plant trees on your agency's property
2. Replace office heating and air-conditioning filters and perform maintenance on other office appliances in order to maintain efficiency and healthy operations (mold and particulates removal, etc.). Properly maintained equipment operates at peak efficiency and reduces excessive energy use thereby reducing its carbon footprint and air pollution.
3. Encourage your employees to leave the car at home by:
 - a. Carpooling,
 - b. Telecommuting,
 - c. Riding a bike or walking,
 - d. Taking public transportation
4. Establish a monthly "car-free" day when everyone in the office is encouraged to walk, telecommute, cycle, or take public transit to work
5. Replace your fleet with less polluting vehicles than you currently use
6. Encourage your fleet drivers to participate by:
 - a. Switching off the engine when stopped (no idling)
 - b. Driving as smoothly as possible avoiding rapid acceleration and braking to allow the for the vehicle's most efficient operation
7. Install automatic light shut offs in offices and buildings
8. Provide subsidized transit passes to your employees



July 30, 2018

Honorable Mary Ann Carbone
Mayor, City of Sand City

Dear Mayor Carbone -

On Wednesday, October 3, 2018, we will be hosting the first California Clean Air Day, and we invite you to join the effort as part of our **Clean Air Day Mayor's Council**. The goal of California Clean Air Day is to build awareness among California residents of air quality and what can be done individually to help mitigate those impacts. You would be joining Mayor Garcetti from Los Angeles and hundreds of other mayors from across the Golden State to clear the air.

From San Francisco's Lombard Street and the Hollywood Sign to glistening miles of beaches and mighty redwood forests -- many world-famous landmarks are located in California, memorialized through countless photographs. What isn't captured in these famous photos of California landmarks? Air. While California is home to these beautiful and iconic landscapes, eight of the most polluted cities in the United States also call California home. And No part of California is immune: last year, California had some of the worst air quality in the world.

We ask that you, as Mayor of Sand City, take the "**Clean Air Pledge**" (found at cleanairday.org) along with promoting CA Clean Air Day with engagement to your constituents and encouraging your city council to pass a resolution in support of clean air. We also hope you'll allow Clean Air Day to use your name to build support and promote clean air, and if available, participate in media activities coordinated by Clean Air Day committee.

The Coalition for Clean Air has made strides to push California to improve air quality since their inception in 1971, however, there is still more work to be done. California's underserved communities face greater air quality issues. Children living in highly polluted areas operate at eighty percent or less in lung capacity resulting in an increase of asthma. Air pollution is responsible for one million school absences annually in California and 16,000 American die from lung cancer having never smoked in their lifetime. Depending on the location, *Californians may lose nearly a year in life expectancy due to air pollution.*

Every California city truly weaves the state together as the Golden State. With your help, we can raise enough awareness to combat the air quality issues our communities are facing.

Please confirm you can take the pledge and join the Clean Air Day Mayor's Council by replying to John Bwarie of Stratiscope at john@stratiscope.com or calling 818-570-3408.

Sincerely,

A handwritten signature in black ink that reads "Joseph K. Lyou".

Dr. Joseph K. Lyou
President & CEO,
Coalition for Clean Air

660 S. Figueroa Street, Suite 1140
Los Angeles, California 90017
(213) 223-6860

1107 Ninth Street, Suite 440
Sacramento, California 95814
(916) 527-8048

AGENDA ITEM

6H

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: August 13, 2018
Subject: Personnel Consulting Contract/Budget Amendment

Background

The City continues to embark on some complicated employee negotiations and other personnel matters in which staff has already engaged Mr. Mike McCarthy to provide Human Resources (HR) services.

The City budgeted \$20,000 in Fiscal Year 2018-2019 for personnel consulting and to date has spent almost \$15,000. The contract between the City and Mr. McCarthy is at an amount not to exceed \$15,000. In order to complete additional personnel related tasks to include, but limited to, the following:

- Salary and Compensation Study
- Family Medical Leave Act overtime
- Retirement Health Implementation
- September 2018 POA / Misc. Negotiations
- Personnel Manual Update

The Budget and Personnel Committee anticipates a need to address these personnel matters requiring additional costs and would like the City Council to consider an amendment to the contract increasing it from \$15,000 to \$45,000.

The Budget and Personnel Committee feels this budget expenditure increase will produce a great long-term return on its investment. If approved, this budget change will be included in the mid-year budget amendment.

Recommendation

Approve the attached Resolution

**CITY OF SAND CITY
RESOLUTION SC ____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AMENDING A CONTRACT WITH MICHAEL MCCARTHY FOR HUMAN RESOURCES
CONSULTING SERVICES**

WHEREAS, on June 19, 2018 the City Council of Sand City (“the City”) adopted Resolution SC 18-66 (2018) attached hereto, and referenced thereof, as “Exhibit A” to the Resolution, which authorized a contract with Michael McCarthy for Human Resources Consulting Services; and

WHEREAS, the City continues to embark on some complicated employee negotiations and other personnel matters in which staff has already engaged Michael McCarthy to provide Human Resources (HR) Services; and

WHEREAS, the Budget and Personnel Committee recommends that the City consider an amendment to the existing contract with Mr. McCarthy for him to complete additional personnel related matters to include, but not limited to, the following:

- Salary and Compensation Study
- Family Medical leave Act Overtime
- Retirement Health Implementation
- September 2018 POA/Misc. Group Negotiations
- Personnel Manual Update

WHEREAS, the Budget and Personnel Committee recommends that the City amend the existing contract by increasing the Personnel Consulting Services amount from \$15,000 to \$45,000; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City hereby resolves to amend the Human Resources Consulting Services contract with Michael McCarthy to increase the amount from \$15,000 to \$45,000 and reflect the change to be included in the mid-year budget amendment.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

EXHIBIT A

CITY OF SAND CITY

RESOLUTION SC 18-66, 2018

RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING A CONTRACT WITH MICHAEL MCCARTHY FOR HUMAN RESOURCES MANAGEMENT SERVICES

WHEREAS, the City of Sand City needs to continuously update and administer personnel management regulations and procedures; and

WHEREAS, the City of Sand City is in need of periodic expert assistance in the personnel management field; and

WHEREAS, for over 10 years, Sand City contracted with LaTonya Olivier (BLC Partners, LLC) formerly TPO Human Resources for human resources/personnel management services; and

WHEREAS, BLC is no longer local and not accessible as in the past; and

WHEREAS, Mr. Michael McCarthy was solicited and is accessible and responsive to the City's human resources needs having working with public agencies for over 20 years; and

WHEREAS, Michael McCarthy will complete the following services:

- Annual review of Sand City personnel handbook
- Annual review of Sand City Human Resources practices
- Review, as needed, of new personnel rules or regulations proposed by City and or employees
- Response to general Human Resources related questions within 24 hours (or sooner as needed)
- Response and research, as needed, of new Human Resources forms and guidelines
- For more complex research or any project work an hourly rate of \$150; and

WHEREAS, Michael McCarthy has offered and has agreed to provide the prescribed human resources services as listed in the attached agreement on an ongoing, annual basis.

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

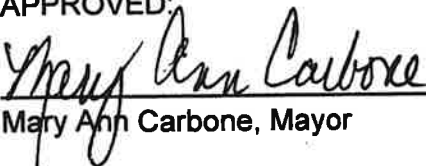
1. The attached "contract for ongoing services" (Exhibit A) and scope of work (Exhibit B) is hereby approved for an annual fee of \$1,800.
2. Under the annual agreement, Sand City will receive a consulting rate of \$150 per hour for more complex research or any project work.

3. The Director of Administrative Services is authorized and directed to execute the attached services agreement, and will be the authorized City representative to work with Michael McCarthy.
4. The term of this agreement will be from July 1, 2018 through June 30, 2019, a twelve month period and reviewed mid fiscal year. The agreement may be terminated upon 30 days' notice by either party.
5. Michael McCarthy will maintain a current Sand City Business License for the duration of this contract.
6. The need to provide a specified amount for these services within the City's Fiscal Year 2018-2019 Budget, the estimated cost for complex research and project work is expected not to exceed \$15,000.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 19th day of June, 2018 by the following votes:

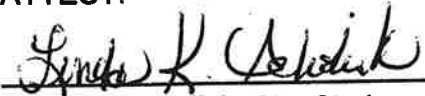
AYES: Council Members Blackwelder, Hawthorne, Hubler, McDaniel
NOES: None
ABSENT: Council Member Carbone
ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Linda K. Scholink, City Clerk

HUMAN RESOURCES MANAGEMENT SERVICES AGREEMENT

Contract for Ongoing Human Resources Services

Client: City of Sand City

Consultant: Michael McCarthy

Client Address: 1 Pendergrass Way, Sand City, CA

STANDARD PROJECT CONDITIONS:

- Scope of work and services are described in the Proposal dated June 5, 2018, attached hereto and incorporated herein by reference as Exhibit B.
- Schedule for project commencement is July 1, 2018
- Annual Retainer is **\$1,800**
- For more complex research or any project work, the hourly rate is **\$150**
- All fees and other charges attributable to this agreement will be billed by Michael McCarthy monthly and shall be due and payable by Client at the time of billing unless otherwise specified.
- Consultant expenses will not be reimbursed by the Client.
- The client will pay consultant through a 1099, and that the consultant understands he will pay his own taxes.
- The term of this agreement will be from July 1, 2018 through June 30, 2019, a twelve month period and reviewed mid fiscal year. This agreement may be terminated upon 30 days' notice by either party.



Michael McCarthy



Todd Bodem, City Administrator

6/26/2018

Date

6-26-2018

Date

AGENDA ITEM

61

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: August 15, 2018
Subject: Claims Against Sand City

Background

On March 13, 2018, Dennis Alexander, a reserve Sand City police officer, was teaching a class at Seaside High School called Public Fundamentals. He decided to demonstrate to his class holster procedure and mistakenly discharged the gun that was pointed towards the ceiling.

On August 14, 2018, the City received three (3) claims submitted by the following people:

1. Fermin Gonzales IV
2. Carl Ruppert
3. Ryan Williams

The standard procedure for processing claims is for denial by the City Council then referral to Monterey Bay Area Self Insurance Authority (MBASI).

Attachment Claims

Fermin Gonzales IV, Carl Ruppert, and Ryan Williams



CITY OF SAND CITY

CLAIM FORM
(To Be Completed by Claimant)

CLAIMANT Fermin Gonzales IV **TELEPHONE:** 831-869-1607

ADDRESS: 1222 Prospect St., Seaside, CA 93955

ADDRESS FOR NOTICES TO CLAIMANT (if different from above): _____
The Dunion Law Firm, 2711 Garden Road, Monterey, CA 93940

Description of Claim: See attached narrative (Ex. A) and police report (Ex. B).

Location of Occurrence: Seaside High School

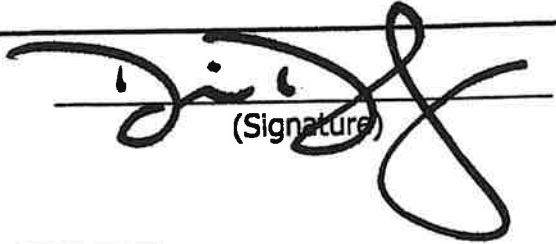
Date of Occurrence: March 13, 2018

Amount of Claim (if less than \$10,000): In excess of \$10,000.00 (Unlimited Jurisdiction)
(Attach supporting bills, etc.)

City Employees Involved: Dennis Alexander

Witnesses to Occurrence: See attached narrative (Ex. A) and police report (Ex. B).
(Name and Address)

8/13/18
(Date)


(Signature)

RECEIVED
Date Received: AUG 14 2018

City Clerk: _____
CITY OF SAND CITY



CITY OF SAND CITY

CLAIM FORM
(To Be Completed by Claimant)

CLAIMANT Carl Ruppert **TELEPHONE:** 831-223-4135

ADDRESS: 129 Redondo Court, Marina, CA 93933

ADDRESS FOR NOTICES TO CLAIMANT (if different from above): _____
The Dunion Law Firm, 2711 Garden Road, Monterey, CA 93940

Description of Claim: See attached narrative (Ex. A) and police report (Ex. B).

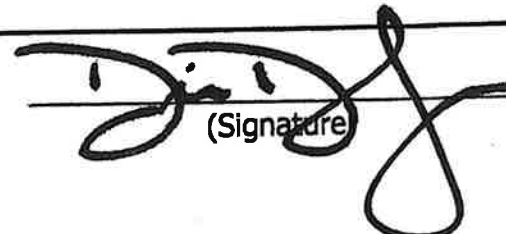
Location of Occurrence: Seaside High School

Date of Occurrence: March 13, 2018

Amount of Claim (if less than \$10,000): In excess of \$10,000.00 (Unlimited Jurisdiction)
(Attach supporting bills, etc.)

City Employees Involved: Dennis Alexander

Witnesses to Occurrence: See attached narrative (Ex. A) and police report (Ex. B).
(Name and Address)

8/13/18
(Date) 
(Signature)

RECEIVED

Date Received: AUG 14 2018

City Clerk: _____
CITY OF SAND CITY



CITY OF SAND CITY

CLAIM FORM
(To Be Completed by Claimant)

CLAIMANT Ryan Williams TELEPHONE: 831-915-4187

ADDRESS: 1680 Granada Street, Seaside, CA 93955

ADDRESS FOR NOTICES TO CLAIMANT (if different from above):
The Dunnion Law Firm, 2711 Garden Road, Monterey, CA 93940

Description of Claim: See attached narrative (Ex. A) and police report (Ex. B).

Location of Occurrence: Seaside High School

Date of Occurrence: March 13, 2018

Amount of Claim (if less than \$10,000): In excess of \$10,000.00 (Unlimited Jurisdiction)
(Attach supporting bills, etc.)

City Employees Involved: Dennis Alexander

Witnesses to Occurrence: See attached narrative (Ex. A) and police report (Ex. B).
(Name and Address)

8/13/18
(Date)

[Signature]
(Signature)

Date Received: RECEIVED

City Clerk: AUG 14 2018

CITY OF SAND CITY

AGENDA ITEM

6J

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

AGENDA ITEM

8A

CITY OF SAND CITY

STAFF REPORT

AUGUST 10 , 2018

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Presentation by Rob Hilton of HF&H Consultants, LLC regarding Senate Bill (SB) 1383 and Jurisdictional Requirements

The City Planner has invited Rob Hilton of HF&H Consultants, LLC to make a presentation to the City Council and attending general public at the August 21st Council meeting regarding upcoming requirements of Senate Bill 1383 (California Global Warming Solutions Act). Cal-Recycle is drafting the regulations by which AB 1383 will be administered. It is ultimately the responsibility of jurisdictions to comply with SB 1383, whereby these regulations will potentially place a substantial compliance burden upon the City and its staff. Jurisdictional compliance with SB 1383 is mandated to occur by January 2, 2022.

Mr. Rob Hilton currently provides review and summaries of Greenwaste Recovery's (GWR) quarterly and annual reports and also provides consulting services with the Monterey Regional Waste Management District (MRWMD). The City Planner has found Mr. Hilton's assistance and guidance on waste management issues to be invaluable.

Attached is a checklist (subject to modification) prepared by HF&H, as a guidance document, regarding SB 1383 based on CalRecycle's May 2018 draft regulations.

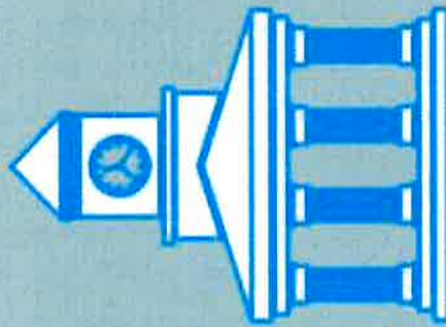
SB 1383: Compliance Requirements for Jurisdictions

Collection
&
Containers

Education
&
Outreach

Reporting
&
Recordkeeping

Inspections
&
Enforcement



SB 1383 Checklist



This SB 1383 Jurisdictional Checklist was prepared by HF&H Consultants, LLC based on CalRecycle’s May 2018 Draft SB 1383 regulations. HF&H provides this as a guidance document to highlight key requirements for jurisdiction compliance. In this checklist, jurisdiction means city or county. Requirements that pertain only to counties are labeled accordingly. Several items in this checklist may be assigned to a jurisdiction’s designee; however, it is ultimately the responsibility of a jurisdiction to comply with SB 1383 pursuant to General Provisions, Section 0.1.2.c. Unless otherwise stated, jurisdiction compliance with SB 1383 shall occur by January 1, 2022.

SB 1383 also includes requirements for generators, haulers, food recovery services, food recovery organizations, and facility operators, which are not summarized in this checklist.

Collection & Processing

Section	Requirement
30.a	Offer organic waste collection and recycling services to all generators. Sections 30.1 - 30.3 outline acceptable organics collection methods and container requirements. Section 20.1.b outlines activities constituting reductions in landfill disposal.
30.1	<p>May comply with Section 30.a by offering a three-container system where:</p> <ul style="list-style-type: none"> Green containers will be utilized for the collection of organic waste, and this container will be transported to a facility that recovers source-separated organic waste. Jurisdictions may also require additional segregation of organics by utilizing green containers for yard waste and green waste, and yellow containers for foodwaste. Blue containers will be utilized for collection of nonorganic recyclables (with the exception of paper products, printing and writing paper, wood and dry lumber), and this container will be transported to a facility that recovers the materials designated for collection in the blue container. Black containers will be utilized for collection of nonorganic waste such as textiles, carpets, plastic coated paper, and human or pet waste. Jurisdictions may allow organics waste, such as food waste, to be collected in the black container as long as it is transported to a facility that meets or exceeds the organic waste content recovery requirements specified in Section 30.3. <p>Compliance may be achieved by using split containers as long as they adhere to the prescribed color requirements.</p>

www.HFH-Consultants.com



Northern California Office
 201 N. Civic Drive, Suite 230
 Walnut Creek, CA 94596
 (925) 977— 6950

Southern California Office
 19200 Von Karman Ave, Suite 360
 Irvine, CA 92612
 (949) 251— 8628

Collection & Processing Continued

Section	Requirement
30.2	<p>May comply with Section 30.a by offering a two-container system where:</p> <ul style="list-style-type: none"> Green containers will be utilized for the collection of organic waste, and this container will be transported to a facility that recovers source-separated organic waste. Blue containers will be utilized for collection of all nonorganic waste (with the exception of paper products, printing and writing paper, wood and dry lumber). <p>If either container is intended for collection of both organic waste and nonorganic waste it must be transported to a facility that meets or exceeds the organic waste content recovery requirements specified in Section 30.3.</p>
30.3	<p>May comply with Section 30.a by offering a single black container to each generator, provided that the contents are transported to a high diversion organic waste processing facility, which is defined as a facility that meets or exceeds an annual average organic content recovery rate of 50% between January 1, 2022 and December 31, 2024, and 75% after January 1, 2025.</p>
30.5	<p>Conduct route review for prohibited contaminants on randomly-selected containers, such that all collection routes are reviewed quarterly; shall provide notice to generators in cases of contamination.</p>
30.5.b	<p>If container contamination is found, contact the generator or provide written notice to the generator of the requirement to properly separate materials.</p>
30.5.d	<p>If a jurisdiction is informed by a solid waste facility operator of contamination, physically inspect containers along the route(s) specified to determine the source of contamination and provide notice to generators with contamination.</p>
30.7	<p>Provide containers to generators that comply with the green, blue, and black color requirements of Sections 30.1 - 30.3 when replacing containers, or by January 1, 2032, whichever occurs first.</p>
30.8.a	<p>Clearly label or imprint all new containers to include written or graphic materials indicating which materials are accepted and rejected in each container.</p>
30.8.b	<p>By January 1, 2025, place or replace labels on all containers with new labels which include written or graphic materials indicating which materials are accepted and rejected in each container.</p>
30.11	<p>Allow limited waivers and exemptions to generators for de minimus volumes and physical space constraints and shall maintain records for waivers/exemptions.</p>
30.12	<p>If a jurisdiction qualifies for a low population waiver or a rural exemption, apply to CalRecycle for the waiver or exemption.</p>

Three-Container Collection



Two-Container Collection



Single-Container Collection



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Revised June 2018.

Edible Food Recovery

Section	Requirement
10.1	Implement an edible food recovery program that shall include the actions the jurisdiction plans to take to accomplish the following: <ul style="list-style-type: none"> • Identify Tier One and Two commercial edible food generators • Educate Tier One and Two commercial edible food generators • Increase access to edible food recovery organizations and services • Monitor compliance of food generators, food recovery services, and food recovery organization • Increase edible food recovery capacity, if jurisdiction has insufficient capacity
40.2.a	On or before February 1, 2022, develop and maintain a list of food recovery organizations and services operating within the jurisdiction, including: name, physical address, phone number, collection service area and hours of operation.
40.2.b	At least annually, provide Tier One and Two commercial edible food generators with information about the available edible food recovery program, information on generator requirements, and information about food recovery organizations and services.

Ordinances and Policies

Section	Requirement
0.1.2.a	Adopt enforceable ordinance(s), or similarly enforceable mechanisms requiring compliance by generators, haulers, and other entities with SB 1383 regulations.
30.a, 30.9, 70.3	Although not expressly stated by SB 1383 draft regulations, adopt an ordinance or similarly enforceable mechanism that requires generators to subscribe to organics collection programs or report self-hauling and/or backhauling of organics.
70.1.a and 70.1.c	Although not expressly stated by SB 1383 draft regulations, adopt an ordinance or enforceable mechanism to regulate haulers collecting organic waste (with exclusions of haulers transporting source separated organic waste to a community-scale composting site and haulers transporting C&D in compliance with CALGreen). A jurisdiction's ordinance/mechanism shall require hauler compliance with SB 1383 regulations, including compliance with collection program requirements and identification of facilities where they will transport organic waste.
70.1.b	If a jurisdiction allows self-hauling of organic waste, adopt an ordinance or similarly enforceable mechanism requiring compliance with Section 70.3.
80.1	Adopt enforceable ordinance(s), or similarly enforceable mechanisms requiring compliance with Sections 4.410.2, 5.410.1, 4.408.1, and 5.408.1 of the California Green Building Standards Code related to construction of buildings with adequate space for recycling containers and C&D recycling.
9	Amend existing ordinances, policies or procedures if needed to comply with SB 1383 Locally-Adopted Standards and Policies.
10.1	Although not expressly stated by the SB 1383 draft regulations, adopt an edible food recovery ordinance or similarly enforceable mechanism to ensure edible food generators, food recovery services, and food recovery organizations comply with SB 1383.
12	Amend or adopt procurement policies to comply with SB 1383 requirements for jurisdictions to purchase recovered organic waste products.
16.1.b	Adopt an enforcement ordinance or enforceable mechanism to impose penalties that are equivalent or stricter than those amounts in Section 16.2.



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Revised June 2018.

Enforcement & Penalties

Section	Requirement
14.1.a	Implement an inspection and compliance program. At a minimum, the program shall include the following requirements by January 31, 2022 and annually thereafter: <ul style="list-style-type: none"> Conduct compliance review of all commercial garbage accounts producing over 2 cubic yards of organics and refuse to ensure compliance with Section 30.9, Organic Waste Generator Requirements Conduct inspections of Tier One commercial edible food generators and food recovery organizations for compliance Conduct inspections, route reviews, or compliance reviews when investigating complaints
14.1.a.4	From January 1, 2022 to January 1, 2024, provide education materials to any regulated entity it finds to be noncompliant.
14.3	Regarding complaints received, jurisdiction shall: <ul style="list-style-type: none"> Within 90 days of receiving a complaint, investigate the complaint Maintain records of all complaints and responses including a minimum of complaint date, investigation date, and determination of compliance or notice of violation Take enforcement action as required if a jurisdiction determines a violation has occurred
14.1.a.4 and 14.4	If an entity is found in violation after January 1, 2024, jurisdiction shall document the violation and take enforcement action as follows: <ul style="list-style-type: none"> Issue a notice of violation (NOV) within 60 days of determining violation has occurred Follow up at least every 90 days and issue further NOV's or penalties until compliance is achieved Impose penalties as outlined in Article 16 within 150 days of NOV issuance for the first violation, and within 90 days for subsequent violations Issue monetary penalties equivalent or greater than those set forth in Article 16 May grant extensions, at its option, to the compliance deadlines for failure to comply if the entity has made efforts to comply or if compliance is not possible due to infrastructure limitations (the jurisdiction must be under a corrective action plan for infrastructure related extensions) Include in the NOV's, at a minimum, the account name, a list of violations (including local ordinance violations), compliance date by which entity must take corrective actions, and the penalty to be issued for failure to comply
15	Pay penalties assessed by CalRecycle for its failure to comply, which includes dozens of possible violations and fine from \$50/violation to \$10,000 per day.
16.2	Impose penalties for non-compliant generators, haulers, self-haulers, commercial edible food generator or other entities in amounts equivalent to or stricter than those outlined in Table 1 of Section 16.2.

Education & Outreach

Section	Requirement
40.1.a	Prior to February 1, 2022, and annually thereafter, provide generators using a two or three-container system with the following information: <ul style="list-style-type: none"> Requirements to properly separate materials Organic waste prevention and on-site recycling Methane reduction benefits How to recycle organic waste, and a list of approved haulers Information related to edible food donation



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Revised June 2018.

Education & Outreach Continued

Section	Requirement
40.1.b	Prior to February 1, 2022, and annually thereafter, provide self-haulers/back-haulers with information regarding self-haul/back-haul requirements as outlined in Section 70.3.
40.1.c	Prior to February 1, 2022, and annually thereafter, provide generators using a single-container system with the following information: <ul style="list-style-type: none"> • Organic waste prevention and on-site recycling • Methane reduction benefits • How to recycle organic waste, and a list of approved haulers • Information that their waste is processed at a high diversion organic waste facility
40.1.f	If more than five percent (5%) of a jurisdiction's generators are defined as "Limited English Speaking Households" or "Linguistically Isolated," provide education and outreach in a language or languages that will assure the information is understood by that community.
40.2	On or before February 1, 2022, develop and maintain a list of food recovery organizations and food recovery services within the jurisdiction and maintain it on jurisdiction's website; and, at least annual, provide commercial edible food generators information on edible food collection programs, edible food generator requirements, and information on the list of food recovery organizations and food recovery services.

Record Keeping & Reporting Initial Compliance Report

Section	Requirement
13.1	By February 1, 2022, submit Initial Compliance report with the following information: <ul style="list-style-type: none"> • A copy of adopted ordinances • The date that the jurisdiction will ensure that all containers will be compliant with the container color requirements as specified in Section 30.7 • Reporting items listed in the annual report Section 13.2

Annual Report

Section	Requirement
13.2	Commencing August 1, 2022, submit an Annual Report to CalRecycle containing the below information. Note that the August 1, 2022 report will be for the period of January 1, 2022 through June 30, 2022, while subsequent reports will be for the entire previous year (July 1 through June 30). Some of this information must also be maintained with the jurisdiction's Implementation Record.
13.2.b	Report the following relative to the organic waste collection requirements outlined in Section 3: <ul style="list-style-type: none"> • The type(s) of organic waste collection services provided • The number of generators receiving each type of collection service • If a jurisdiction implements a program that requires use of a high diversion organic waste processing facility, the jurisdiction shall list organic waste processing facilities utilized



Record Keeping & Reporting Continued

Annual Report

Section	Requirement
13.2.c	<p>Report the following relative to the contamination monitoring requirements of Article 3:</p> <ul style="list-style-type: none"> • The number of route reviews conducted • Number of times notices, violations, or targeted education materials were issued • The number of notifications received from a solid waste facility operator regarding container contamination
13.2.d	<p>Report the following relative to its implementation of waivers pursuant to Article 3:</p> <ul style="list-style-type: none"> • Number of days processing facility temporary equipment or operational failure was in effect • Tons of organic waste disposed as a result of aforementioned waiver • Number of generators issued a de-minimis waiver • Number of generators issued a physical space waiver • Number of generators issued any other waiver pursuant to Article 30.12
13.2.e	<p>Report the following regarding education and outreach:</p> <ul style="list-style-type: none"> • Number of organic waste and edible food generators that received education and outreach, as well as the type of outreach conducted • Number of limited English and linguistically isolated households that received information
13.2.f	<p>Report the following regarding its implementation of hauler oversight:</p> <ul style="list-style-type: none"> • Number of haulers approved to collect organic waste in the jurisdiction • The Recycling and Disposal Reporting System number of each facility receiving organic waste from the jurisdiction • Number of haulers who have had their approval revoked or denied • Number of self-haulers approved to operate within the jurisdiction • Total amount, in tons, of source-separated organic waste hauled by self-haulers
13.2.g	<p>Report the number of C&D removal activities conducted in compliance with Section 80.1 related to CalGreen.</p>
13.2.h	<p>Report the following regarding its implementation of edible food recovery:</p> <ul style="list-style-type: none"> • Number of commercial edible food generators within jurisdiction • Number of recovery organizations and services located and operating within the jurisdiction that collect or receive 6 tons or more of edible food per year • The total amount of food recovered by edible food organizations
13.2.j	<p>Report the following regarding its procurement of recovered organics:</p> <ul style="list-style-type: none"> • Volume of each recycled organic waste product procured by the jurisdiction or through direct service providers • Total dollar amount spent on all paper purchases • Total dollar amount spent on recycled content paper purchases • If jurisdiction purchases a reduced amount of recovered organic waste products in accordance with Article 12, they must provide the total volume of virgin products purchased the year before • Additional procurement opportunities as identified by the requirements of Section 12.1



Record Keeping & Reporting Continued

Annual Report

Section	Requirement
13.2.k	<p>Report the following regarding its implementation of compliance, monitoring, and enforcement as specified in Articles 14 - 16:</p> <ul style="list-style-type: none"> • Number of commercial businesses subject to compliance reviews and number of violations found and corrected through compliance reviews • Number of route reviews conducted by the jurisdiction or designee • Number of inspections conducted by type for commercial edible food generators, food recovery organizations, and commercial businesses • Number of complaints received and investigated, and violations found based on complaints • Number of "Notice of Violations" issued by entity type (generator, hauler, etc.) • Number of penalties issued by type of entities • Number of entities by type that came into compliance during the calendar year

Implementation Record

Section	Requirement
14.2	Maintain an Implementation Record containing information and documents specified in the regulations in a central location (physical or electronic) that can be accessed by the CalRecycle. All information shall be retained for five years.
14.2.c	Provide access to the Implementation Record to CalRecycle within one business day.
0.1.2.d	If a jurisdiction designates another entity as allowed in Section 0.1.2.b, the jurisdiction shall include copies of all agreements and contracts in the Implementation Record.
30.4.a.1	Include a description of which collection method(s) it will use to comply with Article 3 (mandatory organic waste collection).
30.4.a.2	If a jurisdiction implements a program that requires use of a high diversion organic waste processing facility, the jurisdiction shall list organic waste processing facilities utilized, quarterly and annual average content recovery rates, a list of approved haulers within the jurisdiction who may utilize this facility, and the geographical area the hauler serves.
30.6	<p>Include the following information regarding container contamination minimization in their implementation records:</p> <ul style="list-style-type: none"> • Description of process for determining contamination levels • Copies of random route reviews (including dates) • Copies of all written notices, violations, education and enforcement actions issued • Copies of notifications from solid waste facility operators of contaminated loads
30.14	<p>Include in their implementation records:</p> <ul style="list-style-type: none"> • A description of the jurisdiction's process for granting waivers • A copy of all waivers, including location, date and name of generator
40.3	Include all relevant documents supporting compliance with the edible food recovery and education requirements outlined in Section 40.2, including: copies of information provided to generators, distribution method, date, and contact information of those contacted



Record Keeping & Reporting Continued Implementation Record

Section	Requirement
70.4	Maintain records including, but not limited to: <ul style="list-style-type: none"> • Ordinances, contracts, franchise agreements, policies, procedures, or programs • Description of hauler program including: type of hauler system(s), type and conditions of approvals, criteria for approvals, process for issuing, revoking or denying approvals, requirements associated with back-hauling or self-hauling • A record of hauler compliance including: copies of all reports submitted by haulers, copies of reports from self-haulers, copies of all approvals, denials and revocations
10.2.a	Document the steps taken to: <ul style="list-style-type: none"> • Educate commercial edible food generators • Increase access to edible food recovery organizations and services • Monitor edible food generator compliance A jurisdiction shall also include: <ul style="list-style-type: none"> • A list of commercial edible food generators that have arrangements with edible food recovery organizations or services • A list of edible recovery organizations in the jurisdiction and their capacity • Documentation of actions taken to increase edible food recovery capacity
12.2	Include all documents supporting compliance with recovered organic waste procurement targets, including but not limited to: <ul style="list-style-type: none"> • Description of how the jurisdiction will comply • Name, location, and contact information for the entity from who the recovered organics are procured • All invoices evidencing purchases
12.2	Include all documents supporting compliance with recycled content paper procurement, including, but not limited to: <ul style="list-style-type: none"> • Copies or invoices of receipts of all purchases • Copies of certifications as required under Section 12.3
13.2.1	Counties shall report on capacity planning activities for organic waste recycling and edible food recovery conducted in accordance with Sections 11.1, 11.2, and 11.3
11.3	Counties, in coordination with cities and regional agencies located in the county, shall conduct capacity planning requirements in accordance with Sections 11.1 and 11.2 (see Capacity Planning Section below) and report on the following schedule pursuant to Section 11.3: <ul style="list-style-type: none"> February 1, 2022 – report on upcoming 3 years (2022 – 2024) August 1, 2024 – report on upcoming 10 years (2025 – 2034) August 1, 2029 – report on upcoming 10 years (2030 – 2039) August 1, 2034 – report on upcoming 10 years (2035 – 2044)



Record Keeping & Reporting Continued Implementation Record

Section	Requirement
13.2.i	<p>A county shall report the following regarding organic waste recycling capacity and edible food recovery capacity planning:</p> <ul style="list-style-type: none"> • The tons estimated to be generated for disposal • The capacity verifiably available to the county and cities within the county • The amount of new capacity needed • The locations identified for new or expanded facilities • The jurisdictions that are required to submit implementation schedules
11.1.c, 11.2.b, 11.3.b	<p>A jurisdiction that is required to submit implementation schedule shall report the following information 60 days following the County's report submittal:</p> <ul style="list-style-type: none"> • Timelines and milestones for new or expanded capacity • Funding strategy and timeline • Identification of facilities, operations, and activities that could be used for additional capacity • Identification of proposed new or expanded facilities that will be used

Organics Procurement Requirements

Section	Requirement
12.1	<p>Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle. Organic waste products are defined as compost and renewable natural gas and may be procured directly by the jurisdiction, or through a contract with a direct service provider to the jurisdiction. If the product procurement target exceeds the jurisdiction's consumption of comparable virgin products purchased in the prior year, the jurisdiction will only be required to purchase the same volume of recovered organic waste as purchased in the prior year.</p>
12.3 and 1.a.61	<p>At least 75% of a jurisdiction's annual purchase of paper products, printing paper and writing paper shall be recycled content paper. Recycled content paper means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in paper.</p>



**REDUCE
REUSE
RECYCLE**



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Capacity Planning (County Requirements in Coordination with Cities and Regional Agencies)

Organic Waste Capacity Planning

Section	Requirement
11.1.a and 11.1.b	<p>Counties, in coordination with cities and regional agencies shall:</p> <ul style="list-style-type: none"> Estimate the amount of organic waste in tons that will be disposed by the county and cities Identify the amount (in tons) of organic waste recycling infrastructure capacity that is verifiably available Estimate the amount of new or expanded capacity that will be necessary to process organic waste <p>In order to comply with this Section, the county shall:</p> <ul style="list-style-type: none"> Consult with the Enforcement Agency regarding status of new or expanded facilities Consult with haulers and facility owners regarding existing capacity, planned expansion and potential new facilities Conduct community outreach regarding expansion or consideration of new facilities Consult with community composting operations to estimate capacity
11.1.c	<p>If a county determines that existing and planned capacity is insufficient, they shall:</p> <ul style="list-style-type: none"> Submit implementation schedule demonstrating how the county will ensure there is enough new or expanded capacity within their jurisdiction by the end of the report period. The implementation plan shall include timelines and milestones for planning efforts. Identify proposed new or expanded facilities that could be used for additional capacity

Edible Food Capacity Planning

Section	Requirement
11.2.a	<p>Counties, in coordination with cities and regional agencies shall:</p> <ul style="list-style-type: none"> Estimate edible food that will be disposed by generators within the county Identify existing capacity at edible food recovery organizations that is available to commercial generators Identify proposed new or expanded food recovery capacity Identify the minimum capacity required to recover 20% of edible food that is estimated to be disposed
11.2.b	<p>If a county determines that existing and planned capacity is insufficient, they shall:</p> <ul style="list-style-type: none"> Submit implementation schedule demonstrating how the county will ensure there is enough new or expanded capacity within their jurisdiction by the end of the report period. The implementation plan shall include timelines and milestones for planning efforts. Identify proposed new or expanded facilities that could be used for additional capacity.

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AGENDA ITEM

9A

CITY OF SAND CITY

STAFF REPORT

JULY 26, 2018
(For City Council Review on August 21, 2018)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Coastal Development Permit Application for Curator Operation at 1 John Street

BACKGROUND

An application was submitted by Ioan Szasz (the "Applicant"), representing Eyvind Earle Publishing, to establish an art curator operation within a 2,000 square foot commercial unit for office, storage, shipping/receiving, publishing, and sales of Eyvind Earle artwork, prints, books, and videos (the "Applicant's Use") at 1 John Street (portion of APN 011-177-010) in Sand City (the "Subject Property"). The Subject Property has a non-appealable Coastal Planned-Mixed Use (CZ-MU-P) zoning designation and a General Plan land use designation of Mixed-Use (MU-D). The Applicant's Use of an existing building at the Subject Property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The Subject Property is 100-feet wide and 80-feet deep. The building is divided into three commercial units; each unit is approximately 60-feet deep and 33-feet wide with interior bathroom and office. The Applicant will occupy the center unit (Unit B). Eleven (11) on-site parking spaces are provided along the building's entire frontage to accommodate all three units. Existing on-site water credit is adequate to accommodate a storage use in accordance with Monterey Peninsula Water Management District regulations. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available to the site.

DISCUSSION

Project Description:

The Applicant proposes to establish and operate an art curator operation of Eyvind Earle artwork, prints, books, and videos within a 2,000 square foot commercial unit (see Exhibit D). Activities on-site will include office, storage, shipping/receiving, publishing, and sales of this artwork. There will be two employees on-site. Artwork/materials stored on-site will include original paintings, serigraphs, books, and videos. There are no printing machines to be used/stored on-site and no art production is intended at the Subject Property. Shipments/deliveries will be infrequent and irregular, typically via UPS, Fed-Ex, or other similar quick-stop delivery vendor.

Land Use: The Subject Property has a Zoning designation of "Coastal Zone Planned Mixed-Use" (CZ-MU-P). Warehouse/distribution operations are not specifically listed under the Mixed-Use zoning; however, Section 18.13.040.P specifies that the Council can approve "Any other use the City Council finds to be consistent with the goals and policies of the Sand City General Plan...". The "art" focus of the Applicant's Use would be consistent with the existing artist community of the West End District. The Applicant's Use is discretionarily allowable per the City's zoning code pending City Council approval of a Coastal Development Permit.

Parking: The Applicant's unit is approximately 2,000 square feet, which will be used for storage and accessory office activities. The Applicant states that there will be two employees on-site at any one time. For a 2,000 square foot area, Zoning Code Section 18.64.050.S requires two (2) parking spaces for a warehouse use based upon a 1/1000 parking ratio. The Subject Property provides eleven (11) regulation on-site parking spaces along its John Street frontage sufficiently servicing all three of the commercial units of this building.

Operational Hours: The Applicant's intended hours of operation will be from 9:00 a.m. to 5:00 p.m., Monday through Friday. No weekend hours were identified by the Applicant. Staff recommends the permit limit hours of activity for the Applicant's Use and for shipments/deliveries to occur only between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. This is actually a wider period of operation than the Applicant identified, but it is consistent with other issued land use permits. Office activity, provided the unit is only accessible to employees, should be allowed to occur beyond these hours as office activity is not anticipated to have a detrimental impact.

Loading/Unloading: Shipments to and from the site will be via Federal Express, UPS, and USPS on an irregular basis. No large scale shipments or deliveries are anticipated for the Applicant's Use. The City's abandonment of that segment of John Street in front of the building provides ample space for off-street loading/unloading. Staff recommends the permit only allow loading/unloading activities between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays.

Storage: The Applicant intends to store artwork, prints, books, and videos within the building and does not intend to keep/store any inventory outside. Storage uses have a tendency to stack pallets, crates, and other items associated with shipping outside. Staff recommends the permit contain language prohibiting outside storage, to include pallets, crates, or other similar items. No hazardous materials are intended to be stored at the Subject Property.

Trash: There are currently trash dumpsters on-site, outside the buildings at the northern end of the paved parking area. The Subject Property does not provide a trash enclosure. The permit should require all of the trash, debris, and refuse generated by the Applicant's Use be maintained in appropriate waste collection bins or dumpsters,

and prohibit onsite stacking of pallets, packaging or other disposed items outside the building. Even though the current dumpsters are relatively out of the public's main view and do not interfere with the on-site parking, the Subject Property's owner should eventually provide an adequate enclosure for these dumpsters/bins used by tenants.

Impacts: Storage is a relatively benign use when all storage is maintained inside the building. There will be minimal shipping/receiving activities, and mostly through smaller trucks on a quick pick-up/drop-off rotation. Excessive levels of noise, dust, fumes, or other detrimental impacts are not anticipated from the Applicant's Use. Loading/unloading activities can be adequately accommodated on-site without interfering with public streets or traffic circulation. There will be no manufacturing, painting, or other production activities on-site. Staff recommends the permit for the Applicant's Use limit the hours of shipments/deliveries at the Subject Property to only occur within Permit specified hours of operation to ensure such activities do not disturb nearby residences. The Applicant's Use is not anticipated to pose a nuisance to the general public or surrounding neighborhood or properties, as conditioned.

Signs: The Applicant does intend to establish a business sign on the Subject Property; however, no information has yet been provided regarding this sign. Commercial signs are subject to City Design Review Committee (DRC) review and approval in the issuance of a sign permit prior to installation. This should be a condition of permit approval.

Stormwater Control:

The Applicant's Use is of an existing building on a developed site, and the Applicant does not intend any construction or pavement improvements to the Subject Property. Therefore, stormwater control regulations do not apply to this application.

Water:

The proposed office and storage warehouse activities qualify as a Group I category low water use in accordance with the Monterey Peninsula Water Management District (MPWMD). The Applicant's Use does not have any special water needs. The Subject Property and Applicant's unit have credit based upon a Group I use; therefore, no additional water allocation is required. The permit should contain standard language stating that approval of the permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City or other Agency.

Advisory Agencies:

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

RECOMMENDATION

Staff recommends **APPROVAL** of the coastal development permit, authorizing the Applicant's curator operation at the Subject Property, per staff's recommended permit conditions.

Findings for Approval:

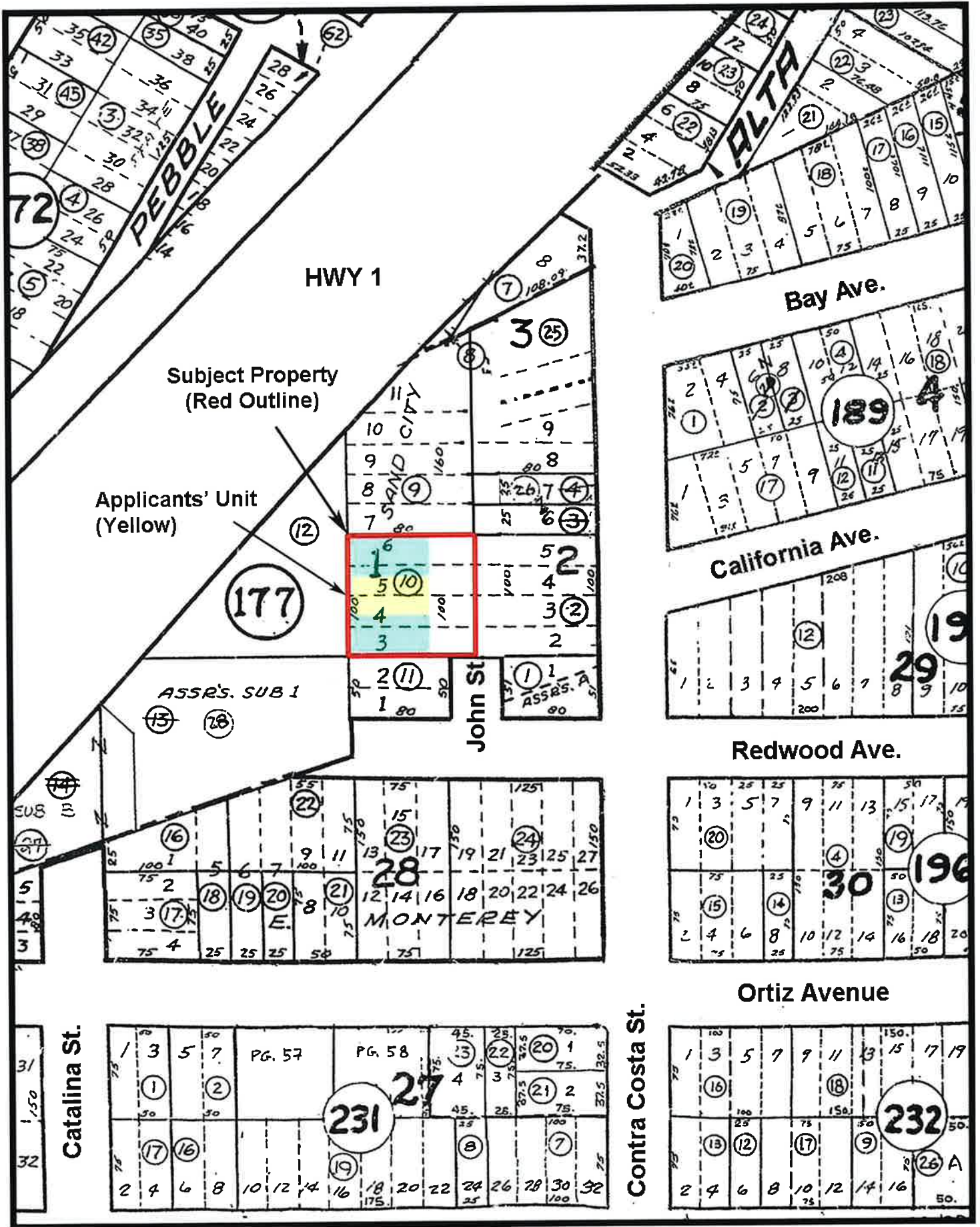
1. The Applicant's Use, at the described scale and intensity and as conditioned, is compatible with the Coastal Planned Mixed-Use (CZ-MU-P) zoning district and the existing neighboring land uses.
2. No allocation of water credit from Sand City is required for the Applicant's Use at the Subject Property.
3. Adequate utilities are available to facilitate the proposed use.
4. The Applicant's Use of an existing commercial building/unit qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.
5. There is adequate on-site parking to accommodate the Applicant's Use of the Subject Property.
6. The Applicant's Use is not anticipated to present itself (or its activities) as a public nuisance or impose any blighting influences.

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Photograph (via Google Earth)
- D. Site Plan & Floor Plan
- E. Parking Diagram
- F. Applicant's Letter of Intent

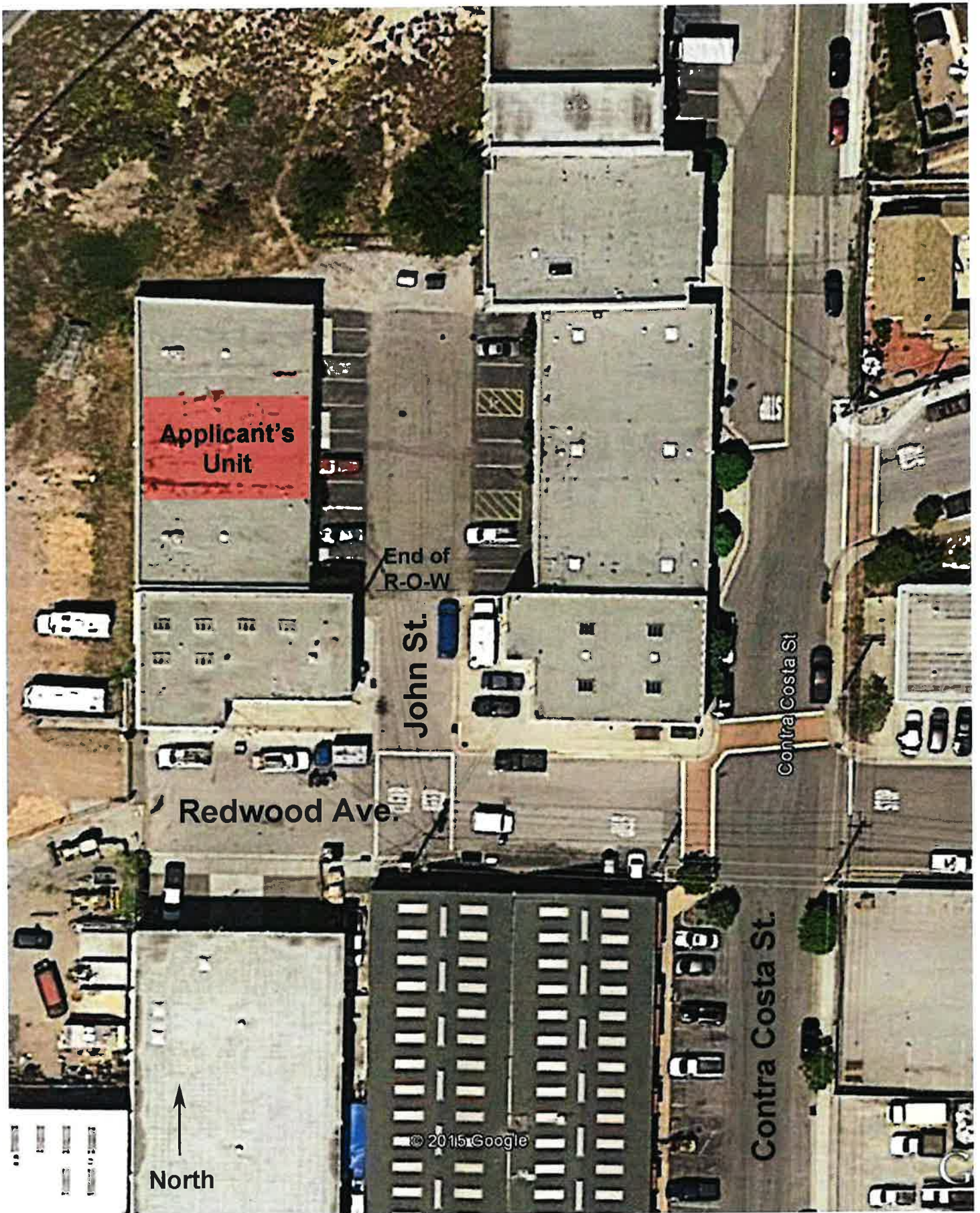
Attachments:

- Draft Resolution to approve CDP 18-04



Location Map

EXHIBIT A

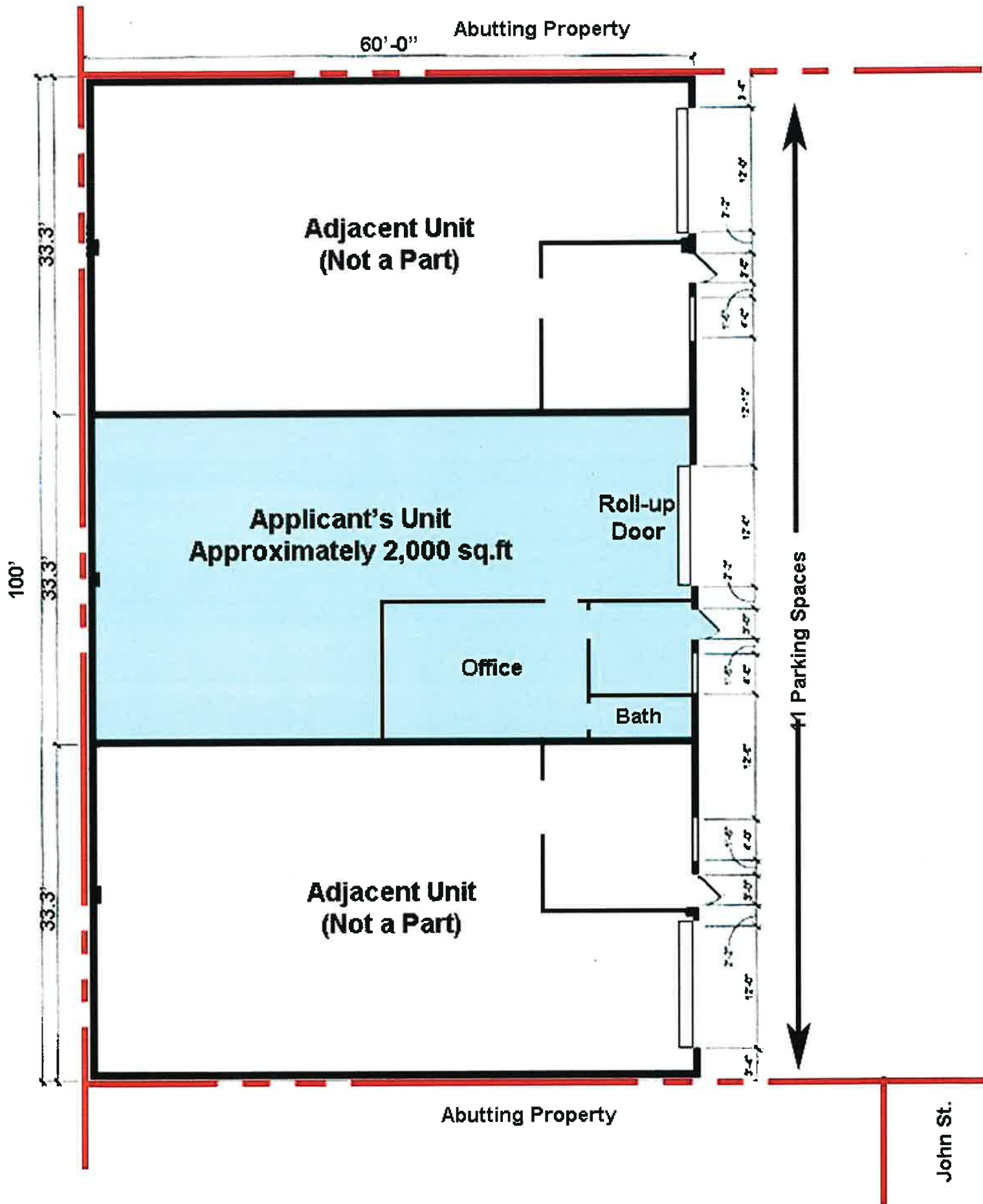


Aerial Map

EXHIBIT B

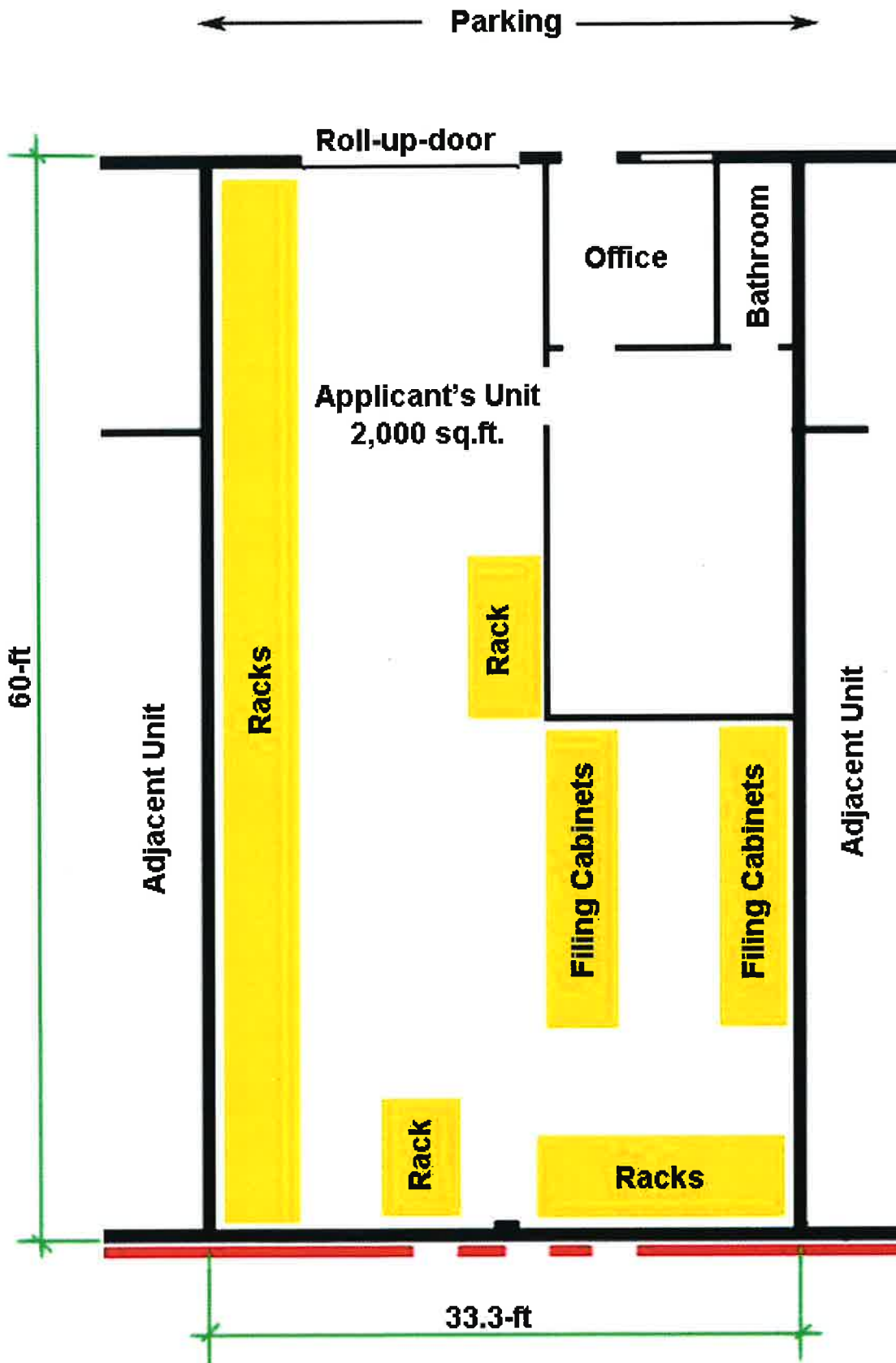


Site Photograph (via Google Earth)

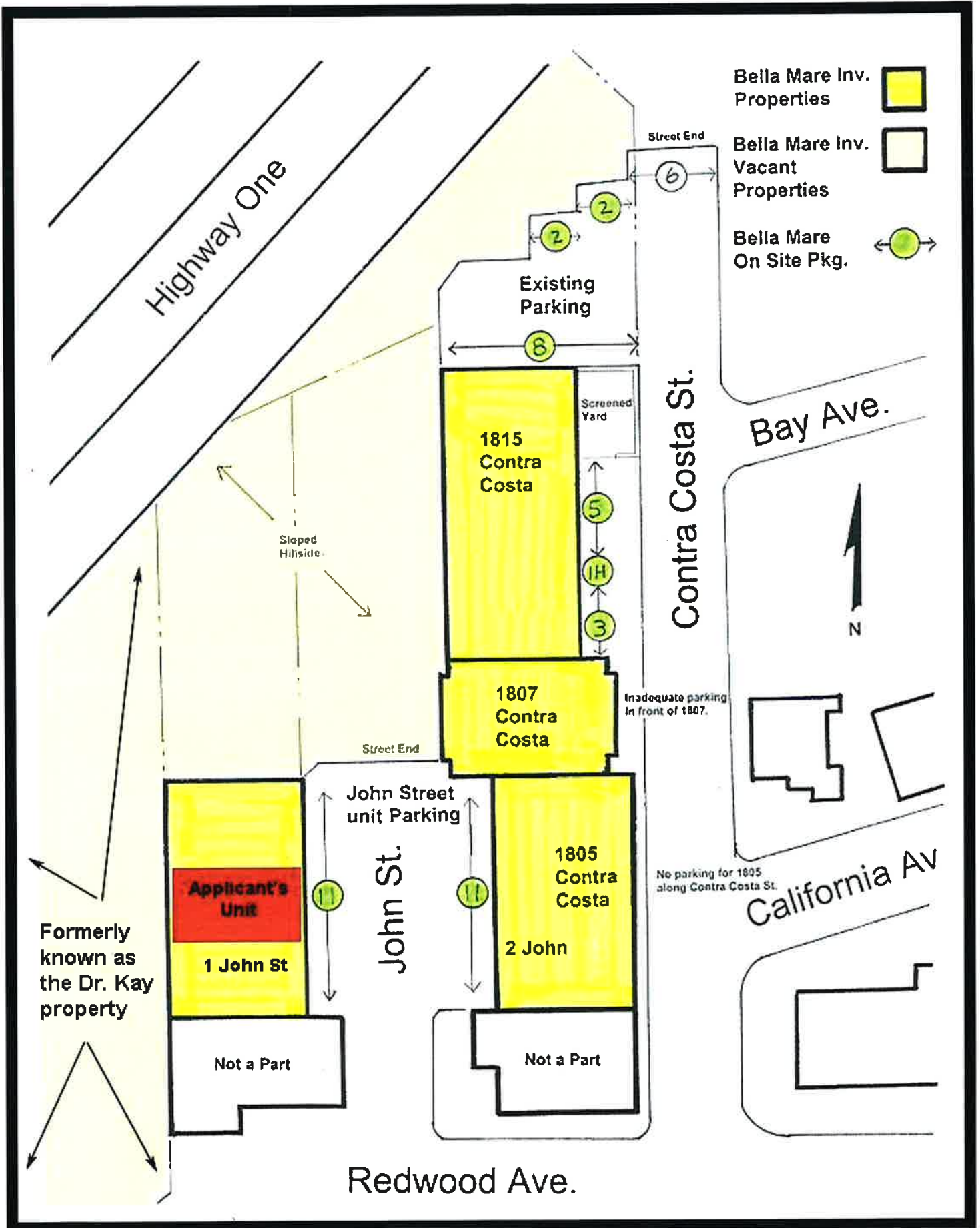


Site Plan / Floor Plan

EXHIBIT D



Applicant's Floor Plan



Parking Diagram

EXHIBIT F

Letter of Intent

Location: 1 John Street unit B , Sand City, CA 93955

Eyvind Earle Publishing represents the artwork of American Artist Eyvind Earle. The Business is storing, publishing, selling and curating the artwork of Eyvind Earle, including original paintings, serigraphs, books and videos.

Eyvind Earle Publishing, employs two employees, operates five days a week, from 9:00 to 5:00 and sometimes weekends.

The company has one company car. There are no scheduled weekly deliveries and most of the shipments are drop offs.

There are no machineries stored at the facility.

Please let me know if you need any additional information.

Sincerely,

Ioan Szasz

CEO

Eyvind Earle Publishing

A handwritten signature in black ink, appearing to read 'Ioan Szasz', is written over the typed name.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
COASTAL DEVELOPMENT PERMIT 18-04 FOR IOAN SZASZ
AUTHORIZING A CURATOR STORAGE, DISTRIBUTION, AND OFFICE
OPERATION AT 1 JOHN STREET**

WHEREAS, Ioan Szasz (the "Applicant"), of Eyvind Earle Publishing, submitted an application to the City of Sand City (the "City") for coastal development permit approval to establish and operate a curator operation within an existing 2,000 square foot commercial unit for office, storage, shipping/receiving, publishing, and sales of Eyvind Earle artwork, prints, books, and videos (the "Applicant's Use") at 1-B John Street (portion of APN 011-177-010) in Sand City (the "Subject Property"); and

WHEREAS, the Applicant's Use at the Subject Property, of the scale and intensity described in the application and as conditioned, is considered compatible with a mixed-use neighborhood of the West End District, as defined by the City's General Plan and Zoning Ordinance; and

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

WHEREAS, the Applicant's Use of an existing commercial unit of a mixed-use building qualifies for a categorical exemption per the regulations of the CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of the City of Sand City, on _____, 2018, has found and determined that the Applicant's Use, as conditioned, will not adversely affect the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and Coastal Development Permit 18-04 ("CDP 18-04") shall be granted upon the conditions hereinafter set forth; and

WHEREAS, the City Council of the City of Sand City has accepted the findings for approving CDP 18-04 as outlined in the City Staff Report, dated July 26, 2018.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues CDP 18-04 upon the following terms and conditions:

1. CDP 18-04 is not valid, and Applicant's Use of the Subject Property shall not commence unless and until two copies of the Resolution/Permit, signed by the Applicant and the Subject Property's landowner, acknowledging receipt of CDP 18-04 and acceptance of the terms and conditions therein, is returned to the City's Planning Department.

2. Purpose: CDP 18-04 is for the express purpose of authorizing a curator operation within an approximate 2,000 square foot existing commercial unit for office, storage, shipping/receiving, publishing, and sales of artwork, prints, books, and videos at 1 John Street (portion of APN 011-177-010). There shall be no product manufacturing by the Applicant's operation on the Subject Property. The Applicants' Use at Subject Property shall be limited to conducting receiving, storing, and shipping merchandise associated with the Applicant's business. Accessory office use is permitted. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CDP 18-04, without either an amendment of said Permit or the issuance of a new coastal development permit.
3. Permit Amendment or Termination: If the Applicant's Use approved by CDP 18-04 violates any term, condition, and/or requirement of said Permit, a public hearing may be scheduled by the City to consider either amending or revoking said Permit. The Applicant and Subject Property's owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any City Council action to amend or terminate CDP 18-04.
4. Hours of Activity: Hours of on-site activities shall only occur at the Subject Property between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. Office activity on the Subject Property by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public.
5. Parking: There shall be a minimum of two (2) on-site parking spaces maintained for the Applicant's Use at the front of the Applicant's unit. Though available for use, curbside street parking shall not be considered in satisfying Zoning Code required "off-street" parking. Double parking of any sized vehicle in front of the building, or elsewhere, by the Applicant's Use is prohibited.
6. Truck/Trailer Parking: In accordance with Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other vehicles, as listed in Chapter 10.08, within any public street or along any curb at unless in compliance with CDP 18-04 and is actively involved with loading/unloading for a period not to exceed two (2) hours, or may otherwise be subject to City parking citation. Any such vehicles involved with loading/unloading shall be parked in accordance with CDP 18-04.
7. Loading/Unloading: All deliveries/shipments and/or loading/unloading of inventory and/or any other item associated with the Applicant's Use at the Subject Property shall only occur during Permit authorized hours of operation (see Condition No. 4). At no time shall loading/unloading interfere with or impede traffic circulation on any public right-of-way within Sand City. Professional package delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt from these restrictions.
8. Storage: The storage of all materials, tools, equipment, inventory, and/or any other

item associated with the Applicant's Use of the Subject Property, shall be maintained within the building at all times, unless otherwise authorized by CDP 18-04. The placement of a self-contained portable storage unit/container on-site, beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's operation; and thus be sufficient reason for the City to terminate CDP 18-04.

9. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris outside the building by the Applicant's Use, except as allowed by CDP 18-04. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area for the duration of the Project's occupation of the Subject Property.
10. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall either be maintained within the building, a City approved enclosure, or at the far north paved end of the former John Street right-of-way without impeding parking and or access to neighboring units. An enclosure may be established on the Subject Property only after approval by the City's Planning Department. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine when feasible.
11. Signs: Any commercial sign on the exterior of the building, or anywhere on the Subject Property, identifying the Applicant's Use at the Subject Property, shall be reviewed and approved by the Sand City Design Review Committee (DRC) in the issuance of a sign permit prior to the establishment of any such sign. Signs attached to the building shall also obtain a City building permit prior to installation. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
12. Water: Issuance of CDP 18-04 does not grant the Applicant and/or the Subject Property's owner any right or privilege to any allocation of water from the City or other entity. The Applicant's Use approved by CDP 18-04 shall be limited to those water credits currently available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
13. Water Runoff: The Applicant and/or the Applicant's Use, and employees thereof, shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. The Applicant is prohibited from washing dust, debris, or particulate into the street, storm drain, and/or sewer system. There shall be no washing of vehicles on the Subject Property or within any public street within Sand City.

14. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the Code Enforcement Officer, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency (MRWPCA), and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security, street parking, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
15. Fire Department: The Applicant's Use of the Subject Property, as authorized by CDP 18-04, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department inspector. The Subject Property shall be available and open for Fire Department and/or City code enforcement inspections. Failure to comply with Fire Inspector and/or code enforcement requirements shall be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use and City termination of CDP 18-04.
16. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Unified Air Pollution Control Agency. Failure to comply shall be sufficient grounds for City termination of CDP 18-04.
17. Nuisance: Use of the Subject Property shall be conducted in such a way that it does not constitute a nuisance to neighboring units and properties and/or the general public. The Applicant shall be considered responsible for the impacts created by the Applicant's operation and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, odors, overflow parking, blighted appearance, and/or other negative impacts the Applicant's Use may or will generate. If the City Council finds at any time that any activity by the Applicant's Use of the Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such activity shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CDP 18-04. Failure to comply with such direction may result in the amendment or revocation of CDP 18-04.
18. Violation/Termination: If the City determines that the Applicant and/or the Applicant's Use has violated any term or condition of CDP 18-04, and/or use of the Subject Property by the Applicant constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CDP 18-04, and may then order said Permit amended or revoked. The Applicant and owner of the Subject Property shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate said Permit.

19. Interpretation: Any question of intent or interpretation regarding any condition within CDP 18-04 shall be resolved by the Sand City Planning Department staff and/or the City Administrator.
20. The issuance of CDP 18-04 shall not supersede or override any requirements of any other City, County, State, or Federal agency.
21. Indemnification: To the extent permitted by law, the Applicant and Owner of the Subject Property shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties, the Applicant, and/or the Property Owner to attack, set aside or void, any permit or approval authorized hereby for the Applicant, including (without limitation) reimbursing the City for its actual attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
22. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the Applicant's Use within Sand City. Failure to maintain a City business license may be sufficient grounds for City termination of CDP 18-04.

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

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

ATTEST:

 Linda K. Scholink, City Clerk

 Mary Ann Carbone, Mayor

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

 This is to certify that the CDP 18-04 contains the conditions specified by the City Council in approving the Permit.

 Charles Pooler, City Planner

APPLICANT ACCEPTANCE (CDP 18-04)

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

DATED: _____

BY: _____
Applicant

CONSENT OF OWNER (CDP 18-04)

Consent is hereby granted to the permittee to carry out the terms and conditions of this Coastal Development Permit.

DATED: _____

BY: _____
Property Owner

AGENDA ITEM

11A

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: August 13, 2018
Subject: City Attorney Services

BACKGROUND:

City Attorney Jim Heisinger will retire effective August 31, 2018. Assistant City Attorney Vibeke Norgaard has been groomed to be Jim's successor. The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Sand City, as such, is responsible for advising on all legal matters. The City Council should review and consider Vibeke Norgaard's proposal/agreement based on her experience to serve Sand City and/or provide legal advice on all disciplines as outlined in the agreement for city attorney services.

Ms. Norgaard served as the Assistant City Attorney under the direction of Jim Heisinger since February 2017. In that time, Ms. Norgaard has proven to City staff to be extremely responsive and the quality of the work meets our needs.

Ms. Norgaard is well known on the Monterey Peninsula and is intelligent, highly educated, and well-liked by City staff and the City Council. Ms. Norgaard will provide a positive change and will serve the City well. Ms. Norgaard is very familiar with City staff and operations and will continue to have the benefit of using Jim Heisinger's expertise into the future, if needed.

City staff feels this transition will provide stability within the City organization, preserve the wealth of institutional knowledge of City operations and current issues of importance, and ensure uninterrupted delivery of high quality legal services, with a fresh perspective. In addition, maintaining the City's representation through Ms. Norgaard will provide continued continuity.

Under the proposed Agreement, the City Attorney, if chosen, will provide ordinary legal services to the City for a retainer of \$10,500 per month, plus a health insurance allowance in an amount equal to the health insurance premium the City pays for optional members (i.e., City Council members) which currently is \$1055.10.

Under the proposed Agreement, extraordinary legal services set forth under C (2) shall be charged at a rate of \$250 an hour.

At their August 8, 2018 Budget and Personnel Committee meeting, the Committee reviewed the proposal and feel comfortable moving forward with a recommendation to the City Council to consider contract legal services with Vibeke Norgaard.

RECOMMENDATION:

The Budget and Personnel Committee recommends to the Sand City Council an Agreement for City Attorney Contract Services with Vibeke Norgaard from September 1, 2018 through June 30, 2019.

Attachment:

1. Vibeke Norgaard's Legal Services Proposal Letter/Agreement
2. Resolution

Vibeke Norgaard

Attorney at Law
P. O. Box 183
Carmel, CA 93921
(831) 624-1971
vibeke@vnorgaardlaw.com

Attachment 1

August 3, 2018

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

Re: Agreement for City Attorney Services

Dear Mayor and City Council,

Thank you for the opportunity to provide a proposed contract for the provision of City Attorney services to the City of Sand City. I welcome the opportunity to serve Sand City.

As background, since May 1, 2018, I have served as the Assistant City Attorney of Sand City. Prior to that, since February 2017, I was employed by the City Attorney of Sand City, Jim Heisinger, working primarily on municipal law matters. I was also employed during that time directly by Sand City assisting in the update of its Municipal Code. My experience over the past year and a half has included advising Sand City staff and City Council, drafting ordinances and resolutions, drafting and reviewing contracts, assisting the City and consultants with the EIR process for the South of Tioga development, and litigating on behalf of the Sand City Police Department by preparing and successfully arguing several oppositions to *Pitchess* motions.

As a result, I am well-versed in the culture of Sand City, its Charter and Municipal Code, as well as the laws that affect it, including, the Ralph M. Brown Act; the California Public Records Act; the California Political Reform Act; the Government Claims Act; constitutional law; public contracting laws; elections laws; the Subdivision Map Act; and other laws which regulate municipalities. I have also gained knowledge of peninsula-wide issues which affect Sand City, such as local water issues. In addition, during the course of my career, I have gained extensive litigation experience: I formerly practiced general commercial litigation at Bingham McCutchen (previously, McCutchen, Doyle, Brown and Enersen) in San Francisco for approximately eight years and was subsequently Staff Attorney for the Prison Law Office in San Rafael. I have also taught legal research and writing at the University of California at Berkeley School of Law (Boalt Hall). I graduated in 2000 from the University of California at Berkeley School of Law (Boalt Hall), where I also received my undergraduate degree in history. I was admitted to the state bar to practice law in California in 2000.

As requested, I have attached a draft Agreement for City Attorney Services. I have compiled this draft with reference to agreements from several local City Attorneys who serve as "contract"

City Attorneys. I am available to discuss other compensation methods with the City. Should you require any additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Norgaard".

Vibeke Norgaard

Enclosure

EXHIBIT A

AGREEMENT FOR CITY ATTORNEY SERVICES CITY OF SAND CITY

This AGREEMENT FOR CITY ATTORNEY SERVICES (the "AGREEMENT"), effective as of September 1, 2018, is by and between VIBEKE NORGAARD (hereinafter "CITY ATTORNEY") and the CITY OF SAND CITY, a municipal corporation (hereinafter "CITY").

A. APPOINTMENT

The City Council hereby appoints VIBEKE NORGAARD as the CITY ATTORNEY to render such legal services as are customarily rendered by such official and as further specified herein.

B. SCOPE OF WORK AND DUTIES

CITY ATTORNEY shall perform any and all work necessary for the provision of CITY ATTORNEY services to CITY, including, without limitation, the following:

1. Provide legal advice, written legal opinions, and consultation on all matters related to normal day-to-day business of CITY, to the City Council, City Administrator, boards, commissions, committees and officers of CITY and as requested by the City Council or City Administrator;
2. Be available for telephone consultation with CITY staff and members of the City Council;
3. Prepare or review ordinances, resolutions, and ordinary contracts;
4. Advise CITY on Public Records Act requests as needed;
5. Advise CITY on pending and potential litigation that comes to her attention or as requested by CITY;
6. Monitor pending and current legislation and case law as appropriate and inform CITY of items of interest; and
7. Supervise outside legal services as authorized, and keep the CITY informed of the progress and status of such outside legal services.
8. Attend all regular meetings of the City Council, unless excused by CITY, and other boards and bodies of CITY, as directed by CITY. CITY ATTORNEY is allowed to miss two (2) regular City Council meetings per calendar year. CITY ATTORNEY will find a replacement attorney for those meetings subject to CITY approval. CITY shall be responsible for compensation to the replacement attorney at an amount not to exceed \$250 per hour

C. COMPENSATION

CITY ATTORNEY will provide ordinary legal services to CITY for a retainer of \$10,500 per month, plus a health insurance allowance in an amount equal to the health insurance premium the CITY pays for its regular full-time employees (not including any premium paid for a dependent of a regular full-time employee) and health incentive allowance in the same amount the CITY pays to its regular full-time employees. Extraordinary legal services as set forth in paragraph 2 below shall be charged at the rate of \$250 an hour.

1. Ordinary Legal Services. Ordinary legal services shall include all normal day-to-day legal advice and legal opinions to the City Council, City Administrator, and departments in the regular course of CITY business concerning all matters such as administrative procedures, Council and Committee actions, ordinance and resolution interpretations; and shall include attendance at all regular City Council meetings. Ordinary legal services include preparing or reviewing ordinances, resolutions, ordinary contracts and agreements; engaging in day-to-day legal research and analysis necessary to properly advise and protect the interests of CITY.
2. Extraordinary Legal Services. Extraordinary legal services shall include (1) litigation matters and extraordinary projects, identified in consultation with the City Administrator to be outside the scope of routine CITY ATTORNEY services; (2) review and or preparation of CITY policies, and (3) extensive updates of the City's Municipal Code, other than routine work on new ordinances as set forth in scope of services.

D. COSTS AND OTHER CHARGES

CITY ATTORNEY shall be reimbursed for all out-of-pocket expenses and costs incurred on behalf of CITY, including but not limited to costs of outside investigators or experts pertaining to CITY litigation; court reporter fees and charges, court costs, notary costs, messenger and delivery fees; postage; copying; costs for electronic legal research that in rare instances fall outside CITY ATTORNEY's monthly subscription services; travel expenses for travel outside Monterey County; costs for registration and travel expenses for attending conferences, courses, or other activities of organizations that CITY ATTORNEY in consultation with City Administrator agree will benefit the CITY.

All clerical services, ordinary travel (such as from CITY ATTORNEY's office to court in Monterey County), and miscellaneous expenses (such as telephone, office rental and monthly electronic research subscription) are included within the rates set forth above, and shall be provided by CITY ATTORNEY at no additional charge.

E. STATEMENTS

For all legal services, CITY ATTORNEY shall render to CITY a statement for fees and expenses incurred on a monthly basis. Such statements shall indicate the basis for the fees, including hours worked, the hourly rate, and a brief description of the work performed during the month. Payments shall be made by the CITY within thirty (30) days of receipt of the statement.

F. INDEPENDENT CONTRACTOR

CITY ATTORNEY shall perform all legal services required under this AGREEMENT as an independent contractor. However, to the extent allowable by law, CITY ATTORNEY and all associates, employees or appointees of CITY ATTORNEY, are deemed employees of the CITY solely in the context of the Tort Claims Act, including but not limited to Cal. Gov. Code Sections 820-825.

G. NOTICES

Notices required pursuant to this AGREEMENT shall be given by personal service upon the party to be notified, or by delivery of same, into the custody of the United States Postal Services, and addressed as follows:

CITY:

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

CITY ATTORNEY:

Vibeke Norgaard
Law Office of Vibeke Norgaard
Su Vecino Court, Dolores & 6th Avenue
P.O.Box 183
Carmel, CA 93921

H. TERM AND TERMINATION

This AGREEMENT shall commence on September 1, 2018 and end on June 30, 2019. On or before June 30, 2019, parties shall meet and discuss the continuation of this AGREEMENT, as well as the terms and conditions under which the contract may be extended. This AGREEMENT shall continue on a month-to-month basis after June 30, 2019, at the then applicable rates, until modified by written agreement of the parties. Either party to this AGREEMENT may terminate this AGREEMENT with or without cause, upon sixty (60) calendar days written notice.

I. INDEMNIFICATION AND PROTECTION

CITY agrees to extend the indemnification and protections of California Government Code Section 825 et.seq. to CITY ATTORNEY, including associates, employees, or appointees of CITY ATTORNEY, and shall defend and hold harmless CITY ATTORNEY, and associates, employees or appointees of CITY ATTORNEY, including other attorneys working on behalf of CITY ATTORNEY in carrying out the terms and conditions of this AGREEMENT, from any action resulting from providing legal services pursuant to this AGREEMENT.

J. FILES

CITY ATTORNEY agrees that all legal files maintained by the CITY ATTORNEY pertaining to the services provided to CITY pursuant to this AGREEMENT are and will remain CITY'S property. However, CITY ATTORNEY will have the right to retain copies of such files upon completion of the services provided for by this AGREEMENT, or upon the earlier termination of such services in the manner provided for in this AGREEMENT. For purposes of this AGREEMENT the term "files" will include all electronic files and data as well as paper files that are maintained by CITY ATTORNEY in the performance of the services required by this AGREEMENT.

K. INTERPRETATION OF AGREEMENT AND FORUM

This AGREEMENT shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, the forum shall be the Superior Court, Monterey County.

L. AUTHORITY

The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties and that in so executing this AGREEMENT the parties hereto are formally bound to the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date of execution by the CITY.

Dated: August __, 2018

VIBEKE NORGAARD:

Vibeke Norgaard

CITY OF SAND CITY:

Mary Ann Carbone, Mayor

ATTEST:

Linda Scholink, City Clerk

APPROVED AS TO FORM:

James G. Heisinger, City Attorney

**CITY OF SAND CITY
RESOLUTION SC ____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH VIBEKE NORGAARD TO PROVIDE CITY
ATTORNEY SERVICES**

WHEREAS, City Attorney Jim Heisinger will retire effective August 31, 2018; and

WHEREAS, Assistant City Attorney Vibeke Norgaard has been groomed to be Jim's successor; and

WHEREAS, Ms. Norgaard served as the Assistant City Attorney under the direction of Jim Heisinger since 2017, and in that time, has proven to City staff to be extremely responsive and as the quality of work meets the City's needs; and

WHEREAS, the City Attorney is appointed by and reports to the City Council and is the chief legal counsel for the City of Sand City and, as such, is responsible for advising on all legal matters; and

WHEREAS, at their August 8, 2018 Budget and Personnel Committee meeting, the Committee reviewed and recommended to the Sand City Council to consider Vibeke Norgaard's proposal/agreement attached hereto as "Exhibit A" based on her experience to serve Sand City and/or provide legal advice on all disciplines as outlined in the agreement for City Attorney services; and

WHEREAS, the City of Sand City and Vibeke Norgaard have negotiated an agreement, taking advantage of experience and knowledge gained over these past two years, for their mutual benefit; and

WHEREAS, under the agreement, the City Attorney will provide ordinary legal services to the City for a retainer of \$10,500 per month, plus a health insurance allowance in an amount equal to the health insurance premium the City pays for optional members (i.e., City Council members, currently \$1,055.10); and

WHEREAS, under extraordinary legal services, set forth under C (2) of the agreement, shall be charged at a rate of \$250.00 per hour; and

WHEREAS, this action does not constitute a "project" as defined by California Environmental Quality act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes to the environment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the Mayor to execute the contract known as "Agreement For City Attorney

Services City of Sand City” from September 1, 2018 through June 30, 2019, as set forth in “Exhibit A” to this Resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

11B

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: August 8, 2018
Subject: Authorization to Submit Financial Application to California Infrastructure and Economic Development Bank: Construction of Three (3) New Desalination Wells

DESALINATION PLANT BACKGROUND

The California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines.

The existing four intake wells pump brackish groundwater from a portion of the aquifer known as the Aromas Sand Formation (ASF), a groundwater formation that lies within the Coastal Subarea of the Seaside Groundwater Basin (SGB). Wells #1 and #2 are located along Vista Del Mar at the end of West Bay Street and wells #4 and #5 are located along Tioga Avenue. Well #3 was abandoned shortly after construction due to the presence of high salinity water that rendered it unsuitable for use in the project.

The concept of the SCWSP is to utilize brackish water derived from wells located in beach sediments within a portion of the ASF. The existing intake wells were set back from the coast at a location where fresh ground water, which naturally discharges to the ocean, mixes with seawater in the subsurface, thereby creating a "seawater wedge". As such, the feed water would be less saline than seawater, and after processing through the desal plant; the discharged concentrate water would have a salinity approximately equal to that of seawater. This concentrate could then be discharged without impacting resources of the Monterey Bay National Marine Sanctuary (MBNMS). The seawater wedge is the result of the differences in density between seawater and fresh water. Fresh water essentially "floats" on the seawater within the aquifer. In addition, due to the adjudication of the SGB, the City of Sand City is limited to produce only from the ASF.

The desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement. The desal plant was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer. However, since the SCWSP began operation in 2010, many factors have affected the operation of the desal plant including; several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells. The increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated

brackish water discharge due to permit limitations, has prevented the desal plant from producing to its design capacity of 300 AFY.

In order to address the lack of production, in February 2014 the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six additional intake wells within existing road rights-of-way to attain increased flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY. In March 2014, the CCC responded to the City's application for an immaterial amendment with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including; permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydro geologic modeling, and an analysis of the impact of coastal erosion on the proposed project.

In response to the notice of incomplete application, the City worked with Cal-Am and its hydro geologic consultant, Hydrometrics WRI, to perform updated hydro geologic modeling in order to satisfy the CCC's request for additional information and to determine preliminary locations of the new intake wells. The City also worked with EMC Planning Group to perform updated biological surveys for the project area. In September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested.

In February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility". However, the new CDP cannot be issued until several "prior to issuance" Special Conditions are satisfied by the City. Many of these special conditions require technical assistance from outside consultants. In addition, the City's intent at this time is a "phased" approach, whereby three wells are to be constructed now, followed by the remaining three wells at a future time.

DESCRIPTION/ANALYSIS/FINANCING

The City does not anticipate California American Water (CalAm) financing the upfront cost for desalination expansion of the wells. Recent estimates show the three new wells are expected to cost \$2,000,000, significantly higher than previously expected based on the City Engineers well proposals received.

Staff recommends applying for a California Lending for Energy and Environmental Needs Center ("the CLEEN Center") offered by the California Infrastructure and Economic Development Bank (IBANK) in an amount not to exceed \$2 million to finance the construction of the three (3) new desalination wells and to reimburse the City's General Fund for obligated soft and hard construction costs.

CalAm will work up a draft framework for an amended lease that incorporates the cost of three new beach wells installed by the City of Sand City as additional sources of supply to the leased premises (Sand City Desalination Plant). These new wells will be in addition to the existing leased property/premises included as part of the existing lease dated 10/30/2009. The new wells are not considered replacement wells, nor are

considered a relocation of existing wells. CalAm's expectation is that the capital cost of the three new wells will be treated similarly to the City of Sand City's capital investment to build the plant originally, e.g. the cost will be amortized over the useful life of the assets installed which is expected to be 10 years. Those amortized costs would then be incorporated as part of the amended lease starting in fiscal year 2018-2019. Attachment 1 is an estimate for the 10 year loan at 3.54%. The start date is just a holding date. The first interest payment will be based on actual start date.

POLICY CONSIDERATIONS

This resolution is required to meet the application requirements of the IBANK.

ENVIRONMENTAL CONSIDERATIONS

The application for financing from the IBANK will have no significant effect on the environment and is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3). The Project was previously evaluated and determined to be exempt under CEQA Guidelines Section 15301, which exempts projects involving the repair, maintenance, and minor alterations of an existing facility, and involves negligible or no expansion of use; and CEQA Guidelines facilities, where the construction will be located underground and help build redundancy into the project in order to help the desal plant to produce to its design capacity of 300 AFY.

RATIONALE FOR RECOMMENDATION

Sufficient funds are not available in the City's budget to move forward with construction of the Project. This report recommends applying for the CLEEN Center Loan, which is designed to provide low-cost financing for infrastructure to optimize sufficient production of desal water for the City. IBANK has provided a preliminary review of the project and has indicated the project is eligible for up to \$2 million dollars in funding.

FINANCIAL CONSIDERATIONS

The estimated total cost is \$2 million, of which \$1.75 million is the estimated construction cost (improvements), with the balance representing estimated soft costs (planning, design, and other pre-construction costs). The source of repayment of the CLEEN Center Loan will be from lease payback from CalAm amortized over the useful life of the assets installed which expected to be 10 years. The City's General Fund will be obligated to pay or ensure the full and timely payment of debt service related to the CLEEN Loan. The estimated CLEEN transaction is 3.54%.

RECOMMENDATION

Pass Resolution authorizing the submission to the California Infrastructure and Economic Development Bank (IBANK) of an application for a loan in an amount not to exceed \$2 million for the Construction of Three (3) New Desalination Wells Project; authorizing the incurring of an obligation to IBANK for the financing of a capital improvement project if IBANK approves the application; declaring the City's "official intent" to reimburse certain expenditures from the proceeds of the loan; amending the City's Budget and increases the Project budget by the amount of the IBANK loan and to repay the loan with lease payback from CalAm and the general fund.

Attachments

1. Desalination Project Loan Schedule
2. Resolution

Attachment 1

Applicant/Project Name		City of Sand City					
Loan Amount		\$2,020,200					
Interest Rate		3.54%					
Annual Fee		0.30%					
Funding Date		11/1/2018					
First Interest Only Pmt Date		2/1/2019					
First Principal Pmt Date		8/1/2019					
Amortization Period		10					
Loan Term		10					
Payment Date	Principal Balance	Principal Component	Interest Component	Base Rental Payment	Additional Rental Payment	Total Payment	Total Payment Fiscal Year Ending 30 - June
1-Nov-2018	\$2,020,200.00						
1-Feb-2019			\$17,878.77	\$17,878.77	\$0.00	\$17,878.77	\$17,878.77
1-Aug-2019	\$1,848,313.48	\$171,886.52	\$35,757.54	\$207,644.06	\$6,060.60	\$213,704.66	\$0.00
1-Feb-2020			\$32,715.15	\$32,715.15		\$32,715.15	\$246,419.81
1-Aug-2020	\$1,670,342.17	\$177,971.31	\$32,715.15	\$210,686.46	\$5,544.94	\$216,231.40	\$0.00
1-Feb-2021			\$29,565.06	\$29,565.06		\$29,565.06	\$245,796.45
1-Aug-2021	\$1,486,070.68	\$184,271.49	\$29,565.06	\$213,836.55	\$5,011.03	\$218,847.57	\$0.00
1-Feb-2022			\$26,303.45	\$26,303.45		\$26,303.45	\$245,151.03
1-Aug-2022	\$1,295,275.97	\$190,794.70	\$26,303.45	\$217,098.15	\$4,458.21	\$221,556.37	\$0.00
1-Feb-2023			\$22,926.38	\$22,926.38		\$22,926.38	\$244,482.75
1-Aug-2023	\$1,097,727.14	\$197,548.83	\$22,926.38	\$220,475.22	\$3,885.83	\$224,361.05	\$0.00
1-Feb-2024			\$19,429.77	\$19,429.77		\$19,429.77	\$243,790.82
1-Aug-2024	\$893,185.08	\$204,542.06	\$19,429.77	\$223,971.83	\$3,293.18	\$227,265.02	\$0.00
1-Feb-2025			\$15,809.38	\$15,809.38		\$15,809.38	\$243,074.39
1-Aug-2025	\$681,402.22	\$211,782.85	\$15,809.38	\$227,592.23	\$2,679.56	\$230,271.78	\$0.00
1-Feb-2026			\$12,060.82	\$12,060.82		\$12,060.82	\$242,332.60
1-Aug-2026	\$462,122.26	\$219,279.97	\$12,060.82	\$231,340.79	\$2,044.21	\$233,384.99	\$0.00
1-Feb-2027			\$8,179.56	\$8,179.56		\$8,179.56	\$241,564.56
1-Aug-2027	\$235,079.78	\$227,042.48	\$8,179.56	\$235,222.04	\$1,386.37	\$236,608.41	\$0.00
1-Feb-2028			\$4,160.91	\$4,160.91		\$4,160.91	\$240,769.32
1-Aug-2028	\$0.00	\$235,079.78	\$4,160.91	\$239,240.69	\$705.24	\$239,945.93	\$239,945.93
Total Payments:		\$2,020,200.00	\$395,937.27	\$2,416,137.27	\$35,069.16	\$2,451,206.43	\$2,451,206.43

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK FOR FINANCING TO FUND THE CONSTRUCTION OF THE THREE NEW DESALINATION WELLS PROJECT; AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING TO FUND THE THREE NEW DESALINATION WELLS PROJECT IF IBANK APPROVES THE APPLICATION, DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Infrastructure and Economic Development Bank ("IBank") administers financing programs to assist local governments with financing of eligible projects in accordance with the Bergeson-Peace Infrastructure and Economic Development Act (Gov. Code Sect. 63000-63089.98) (the "Act"); and

WHEREAS, IBank created the California Lending for Energy and Environmental Needs Center (the "CLEEN Center") pursuant to the provisions of the Act; and

WHEREAS, IBank has instituted an application process for financing under its CLEEN Center; and

WHEREAS, IBank's Criteria, Priorities, and Guidelines for the Selection of Projects for IBank Financing under the California Lending for Energy and Environmental Needs Center, approved on August 25, 2015, and as may thereafter be amended from time to time (the "Criteria"), establishes requirements for the financing of projects under the CLEEN Center; and

WHEREAS, the City of Sand City (the "Applicant") desires to submit an application (the "Financing Application") to IBank under the CLEEN Center for financing the costs of the Three New Desalination Wells Project (the "Project") in an amount not to exceed \$2,020,200; and

WHEREAS, the Act and the Criteria require the Applicant to make, by resolution of its governing body, certain findings before a project is selected for financing by IBank; and

WHEREAS, the Applicant expects to incur or pay certain expenditures in connection with the Project from its General Fund that are reimbursable with the proceeds of tax-exempt bonds or other tax-exempt securities under Federal Tax Law (defined in section 3 below) before incurring indebtedness for the purposes of financing costs associated with the Project on a long-term basis (to the extent such expenditures are reimbursable from the proceeds of tax-exempt bonds or other tax-exempt securities under Federal Tax Law, such expenditures are hereinafter referred to as the "Reimbursement Expenditures"); and

WHEREAS, to the extent the Applicant incurs Reimbursement Expenditures, such Reimbursement Expenditures are expected to include expenditures for engineering, surveying, soil testing, environmental testing, and similar costs that were incurred before the commencement of construction of the Project and constitute "preliminary expenditures" as defined in Treasury Regulation 1.150-2(f)(2) (collectively, the "Preliminary Expenditures"); and

WHEREAS, any Preliminary Expenditures will not exceed 20% of the amount of the Obligation (defined in the immediately-below paragraph); and

WHEREAS, the Applicant reasonably expects that a financing arrangement in an amount not to exceed \$2,020,200 (the "Obligation") will be entered into under, and memorialized by, one or more financing agreements and related documents (collectively, the "Financing Agreement") and, to the extent the Applicant incurs Reimbursement Expenditures, that certain proceeds of the Obligation will be used to reimburse the Applicant for Reimbursement Expenditures incurred or paid before incurring the Obligation; and

WHEREAS, the Applicant acknowledges that IBank intends to fund financings under the CLEEN Center, in part, with proceeds of tax-exempt bonds, IBank, and as such, IBank expects to have certain compliance obligations that may require it to have the Applicant enter into one or more new financing agreements to replace the Financing Agreement (collectively, the "Replacement Agreement") on terms and conditions substantially identical to the original Financing Agreement.

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

Section 1. The City Council hereby approves, confirms, ratifies, and affirms all actions of the Applicant's representatives, employees, and officers heretofore taken in connection with, or with respect to, submitting the Financing Application, and the consideration and approval of the Obligation and the Financing Agreement, if IBank approves the Financing Application and the Obligation.

Section 2. The City Council hereby approves the filing of a Financing Application with IBank for the Project, and authorizes the City Administrator or his or her designee (collectively, the "City Administrator") to sign and submit to IBank a Financing Application, and any document related thereto, for an amount not to exceed \$2,020,200, and in connection that approval the City Council finds and certifies that:

- a. the Project facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;

- b. the Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
- c. that the Project is consistent with the General Plan of the City of Sand City and the General Plan of Monterey County
- d. the proposed financing is appropriate for the Project;
- e. the Project is consistent with the Criteria; and
- f. it has considered (1) the impact of the Project on California's land resources and the need to preserve those resources; (2) whether the Project is economically or socially desirable; (3) whether the Project is consistent with, and furtherance of, the State Environmental Goals and Policy Report (as defined in the Criteria); and (4) whether the Project is in furtherance of the GHG Reduction Goals (as defined in the Criteria).

Section 3. To the extent the Applicant incurs any Reimbursement Expenditures, the Applicant hereby declares its official intent to reimburse itself for such Reimbursement Expenditures with the proceeds of tax-exempt bonds or other tax-exempt securities issued under the provisions of the Internal Revenue Code of 1986, as amended, and the implementing Treasury Regulations (collectively, "Federal Tax Law"). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law, and its date is controlling for purposes of reimbursement under Federal Tax Law. This Declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 4. Any Reimbursement Expenditures, except for certain Preliminary Expenditures, were made no earlier than 60 days before the date of this Resolution. To the extent of any Reimbursement Expenditures, the Applicant will allocate proceeds of the Obligation to pay such Reimbursement Expenditures within eighteen months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than three years after the original expenditure was paid.

Section 5. The City Administrator or the City Administrator's designee is hereby authorized and directed to act on behalf of the Applicant in all matters pertaining to the Financing Application, and if IBank approves the Financing Application and the Obligation, the execution of related documents. Such authority includes, but is not limited to, the authority to make payments from general fund revenues and other legally available sources of funds for the repayment of the Obligation, to provide covenants relating to the Obligation, and to pledge any security or collateral to secure the Obligation.

Section 6. If the Financing Application and the Obligation are approved by IBank, the City Administrator or the City Administrator's designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to, the Financing Agreement and the Replacement Agreement, with IBank for the purposes of financing the Obligation.

Section 7. The application for financing from the IBANK will have no significant effect on the environment and is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3). The Project was previously evaluated and determined to be exempt under CEQA Guidelines Section 15301, which exempts projects involving the repair, maintenance, and minor alterations of an existing facility, and involves negligible or no expansion of use; and CEQA Guidelines facilities, where the construction will be located underground and help build redundancy into the project in order to help the desalination plant to produce to its design capacity of 300 AFY.

Section 8. This Resolution shall become effective immediately upon adoption.

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

11C

MEMORANDUM

TO: MAYOR CARBONE AND CITY COUNCIL
FROM: CHIEF BRIAN FERRANTE
SUBJECT: POLICE DEPARTMENT FEE SCHEDULE
DATE: JULY 6, 2018

BACKGROUND

Currently the Police Department charges a \$10.00 flat fee for issuing copies of reports, but does not charge the public for a number of other administrative services it provides. These services include Vehicle Impound Releases, Citation Sign-Offs, and Parking Citation Late Charges. Other agencies on the Peninsula have a fee schedule for these activities used to defray the cost of service. Department staff conducted a survey of fees surrounding agencies charge for various services. The following is a list of those fees in addition to proposed fees for the City of Sand City;

	<u>Monterey</u>	<u>Seaside</u>	<u>Marina</u>	<u>Proposed Fees</u>
Accident/Crime Reports	\$10.00	\$40.00	.20 per page	\$10.00
Vehicle Release	119.00	171.00	65.00	95.00
Vehicle Release impound	119.00	195.00	85.00	95.00
Citation Correction	10.00	12.00	10.00	10.00

(No charge for Sand City citation corrections, only outside jurisdictions)

Sand City does not have a progressive fine schedule in place for unpaid parking citations. Currently, a subject who was issued a citation has 21-days to pay the initial fine. If the fine is not paid, Sand City does not have a penalty fee schedule or means of collecting unpaid fines.

We would like to impose a 50% penalty for fines not paid within the initial 21-days. This penalty would be assessed during the following 21-days. If the fine has not been paid by

the end of this period then the penalty would increase to 100% of the initial fine with a maximum penalty of \$100. (\$40 initial fine would increase to \$60 if paid within the first penalty phase then increase to \$80 if still unpaid)

After the fine has reached the maximum penalty the citation would be forwarded to the DMV which would assess the fine to the registered owner of the vehicle. The fines would need to be collected prior to registering the vehicle.

RECOMMENDATION

Staff recommends adopting the proposed fee schedule for reports, vehicle releases, and citation corrections.

**CITY OF SAND CITY
RESOLUTION SC ___, 2018**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY ESTABLISHING LATE
PAYMENT PENALTIES FOR UNPAID CITATIONS FOR PARKING VIOLATIONS**

WHEREAS, the City of Sand City (“City”) currently has no schedule establishing late payment penalties for unpaid citations for parking violations; and

WHEREAS, a schedule of late payment penalties for parking violations shall be established by the governing body of the jurisdiction where the notice of violation is issued, Cal.Veh. Code § 40203.5(a); and

WHEREAS, governing bodies within the same county shall standardize parking penalties to the extent possible, Cal. Veh. Code § 40203.5(a); and

WHEREAS, Sand City Police Department staff have conducted a survey of the late fees for unpaid citations for parking violations currently charged by surrounding agencies within Monterey County and has determined that the recommended fee schedule is consistent with those fees;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby adopts the following late payment penalties for unpaid citations for parking violations:

1. Parking citations that remain unpaid within twenty-one (21) calendar days after the issuance of the citation, and which have not been subject to a request for review as set forth in Vehicle Code section 40215(a) (“Request for Review”), will incur a late penalty of fifty percent (50%) of the initial amount of the fine imposed for the parking violation (“the Initial Fine”).
2. Parking citations that remain unpaid within forty-two (42) calendar days after the issuance of the citation, and which have not been subject to a request for review, will result in a penalty of one hundred percent (100%) of the Initial Fine.
3. A maximum penalty of one hundred dollars (\$100), including any added penalties for late payment, (“Maximum Penalty”), is established for all parking violations, except for any parking violation which under either state or local law requires a minimum fine that exceeds one hundred dollars (\$100).
4. Any parking citations and penalties that remain unpaid sixty (60) days after the issuance of the citation, and which have not been the subject of a request to review, will be filed with the California Department of Motor Vehicles (DMV), except, as required by Cal. Veh. Code § 40220, the City shall allow a person receiving a citation for a parking violation to apply for an indigency determination within a period of sixty (60) calendar days from the issuance of the notice of a parking violation, or ten (10) days after a

hearing determination, whichever is later. If such an indigency determination is made, the City shall offer a payment plan option for the indigent person as set forth in the Vehicle Code. If an indigent person enrolls in a payment plan, all late fees shall be placed in abeyance while the payment plan is in place and the individual adheres to its terms, and shall be waived once the payment plan is completed.

PASSED AND ADOPTED by the City Council of Sand City on this 21st day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGENDA ITEM

11D

September 2018

September 2018

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 26		27	28	29	30	31	Sep 1
8/26 - 31							
2	3	4	5	6	7	8	
9/2 - 7			LABOR DAY HOLIDAY				
9	10	11	12	13	14	15	
9/9 - 14							
16	17	18	19	20	21	22	
9/16 - 21							
23	24	25	26	27	28	29	
9/23 - 28							
30	Oct 1	2	3	4	5	6	
9/30 - 10/5							

AGENDA ITEM

11F

Sacramento San Diego San Jose Benicia Los Angeles Santa Barbara San Francisco Stockton Marysville Oakland Santa Clara Crescent
 City Alameda Berkeley San Luis Obispo Fresno Nevada City Yreka Chico Petaluma Temecula Santa Cruz Ventura Healdsburg Redwood
 City Santa Rosa Napa Hollister San Rafael Visalia Salinas Wheatland Ukiah Hayward Anaheim St. Helena Red Bluff Martinez
 Jones San Leandro Dixon Berkeley Sonoma Riverside Modesto Fresno Calistoga Willows Santa Ana Pasadena Santa Monica
 Livermore Etna Dixon Berkeley Sonoma Riverside Modesto Fresno Calistoga Willows Santa Ana Pasadena Santa Monica
 Los Gatos National City Redding Monrovia Palmdale Inglewood Lake Elsinore San Jacinto Lakeport Auburn Compton Oceanside
 Fontana Escondido Willits Redlands Paso Robles Maricopa Pacific Grove Fort Bragg Monterey Lincoln Coronado Hanford Ontario
 Redondo Beach Vacaville Rocklin Grass Valley Selma Ferndale Sausalito Rio Vista Palo Alto Pleasanton San Mateo San Juan Bautista Corona
 Emeryville Belvedere Long Beach Bakersfield Winters Whittier Azusa Lemoore Susanville Hill Valley Hercules Coyote Alturas Santa Paula
 Potterville Sebastopol Mountain View Bishop Pittsburg Prince George Biggs Oxnard Alhambra Arcadia Fairfield Imperial Concord Mount Shasta
 Richmond Santa Maria Vernon Gridley Jackson Oroville Dinuba Fortuna Glendale Coalinga Upland Tehama La Verne Huntington
 Park Newport Beach Morgan Hill Oakdale Lodi Hermosa Beach Piedmont Sierra Madre Mariposa San Gabriel Los Banos Corning Claremont Yuba City
 Inglewood Turlock Larkspur Brawley Calexico El Centro Kingsburg Burlingame Newmarket Fowler Holtville Porterville Ross South San
 Francisco Alameda Danvers Huntington Beach Roseville Dunsmuir Tehachapi Orland Hemet Colfax Chino Lindsay Blue Lake Hillsborough
 Tracy Taft King City Foster Daly City Sanger Perris Burbank Arroyo Grande Maricopa San Fernando Glendora Blythe Chico Vista Hanks
 Camp La Mesa Clewis El Cajon El Monte Beaumont Manhattan Beach Sunnyvale Banning Sulter Creek Reedley San Gabriel San Marino Avila
 Needles Beverly Hills Fillmore Corcoran Firebaugh Walnut Creek San Bruno Dublin Antelope City Seal Beach Gustine Monterey Park Corte
 Madera Buellville Carmel-by-the-Sea El Segundo Plymouth Brea Davis El Cerrito Chico City Ceres Manteca Calipatria Patterson San Barbara
 Williams Montebello Soledad Torrance Lynwood Ojai Parlier Hawthorne Atwater Riverbank Livingston South Gate Chowchilla
 West Colton Atherton Signal Hill Colma Maywood La Habra San Carlos Belmont Placentia Laguna Beach Justin Bell Menlo Park San Clemente
 Indio Gardena Fairfax West Covina Dos Palos Tulelake Shafter Palm Springs Palos Verdes Estates Woodlake Mendota Ripon Wasco Red Bluff
 Pismo Beach Portola Kernman Galt Coachella Greenfield Gonzales Live Oak Barstow Millbrae Orange Cove Brentwood Port Hueme San
 Pablo Capitola Huron Campbell Fontana Carlsbad Los Altos Buena Park Ione Costa Mesa Del Rey Oaks Milpitas Lakewood Seaside
 Newark Cupertino La Palma Anderson Fremont Baldwin Park Los Altos Hills Cerritos Montclair Stanton Garden Grove Imperial Beach Cypress
 La Puente Saratoga Woodside Downey Rolling Hills Paramount Escalon Westminister Monte Sereno Santa Fe Springs Fountain Valley City of Industry
 McFarland Bradbury Inwindale Duarte Norwalk Bellflower Rolling Hills Estates Pacifica Rico Rivera South El Monte Walnut Union City Artesia
 Del Mar Half Moon Bay Rosemead Grover Beach Lawndale Novato City of Commerce Los Alamitos La Mirada Tropicana City Sand City San Dimas Farmersville
 Cupertino Arvin Weed San Juan Capistrano Bell Gardens Hidden Hills Pleasant Hill Brisbane Villa Park Palmdale Robnett Park Woodlake Vista San
 Marcos Desert Hot Springs Ridgecrest Clayton Hawaiian Gardens Tiburon Compton Portola Valley Morro Bay Thousand Oaks Camarillo Norco
 Yountville Rio Dell Carpinteria South Lake Tahoe California City Scotts Valley Indian Wells Yuba Linda Carson Lafayette San Valley Waterford Loma Linda
 Adelanto Foster City Irvine Hughson Rancho Mirage Rancho Palms Verdes Palm Desert Morongo Marina La Canada Flintridge Lemon Grove Lancaster
 Rancho Cucamonga Grand Terrace La Habra Heights Atascadero Avenal Paradise Clearlake Big Bear Lake San Jose Poway Cathedral City Westlake Village
 Palmdale La Quinta Danville Agoura Hills East Palo Alto San Ramon Moorpark Mammoth Lakes West Hollywood Moreno Valley Fontana Solvang
 Shasta Solana Beach Encinitas West Sacramento Twenty Nine Palms Highland Santa Clara Mission Viejo Hesperia Apple Valley Dana Point Orangevale
 Lathrop Yucaipa Laguna Niguel Calimesa Carpinteria Fullerton Calabasas Murrieta Yucca Valley Chino Hills Laguna Hills Lake Forest American Canyon
 Buellton Windsor Truckee State Lake Citrus Heights Laguna Woods Oxnard Elk Grove Aliso Viejo Calabasas Rancho Cordova Wildomar Menifee Eastvale

2018

ANNUAL CONFERENCE & EXPO

Long Beach Convention Center
www.cacities.org/AC

September 12-14, 2018
Early Bird Registration
Deadline: July 18



*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.**

Events Calendar

MONTEREY PENINSULA CHAMBER Hot Deals

Narrow search by:

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<< **August 2018** >>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
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	

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