

## RESOLUTION NO 2385

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOLEDAD EXECUTING A WATER AND WASTEWATER  
SERVICE AGREEMENT BETWEEN THE CITY OF  
SOLEDAD AND CALIFORNIA FRESH CUTS**

**BE IT RESOLVED** by the City Council of the City of Soledad that the City Manager and the Mayor be, and they are hereby, authorized and directed to execute with CALIFORNIA FRESH CUTS an agreement in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting held on the 10th day of October, 1994, by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers: None

ABSENT, Councilmembers. None

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST.

  
CITY CLERK OF THE CITY OF SOLEDAD

**WATER AND WASTEWATER SERVICE AGREEMENT  
BETWEEN  
CITY OF SOLEDAD AND CALIFORNIA FRESH CUTS**

This Agreement is made this 10th day of October, 1994, by and between the City of Soledad, a Municipal Corporation ("CITY") and California Fresh Cuts ("FRESH CUTS"), a California Corporation.

**RECITALS.**

- A. FRESH CUTS is in the process of renovating facilities to operate a temporary carrot processing fresh vegetable plant ("the Plant") at 500 South Front Street in the City of Soledad, County of Monterey. The Plant will be a temporary operation, with an estimated life of approximately 2 years.
- B. The Plant will employ approximately 20 persons. FRESH CUTS has indicated it is willing to enter into a "first source hiring agreement" whereby citizens of the CITY will be given hiring preference for a certain percentage of available jobs.
- C. FRESH CUTS has represented its intent, concurrent with the operation of the temporary Plant, to process an application to establish a permanent carrot processing facility adjacent to Nestles Road in the City of Soledad.
- D. FRESH CUTS is requesting that CITY provide the Plant with water and wastewater treatment as necessary for the operation of its processing activities.
- E. The Monterey County Local Area Formation Commission (LAFCo) staff has informed the CITY that it is essential that the CITY consider water, wastewater, and reclamation issues in each and every new development that takes place within the CITY's sphere of influence. To this end, CITY is currently seeking financial assistance from all project proponents for preparation of a master plan to address relevant reclamation matters.

**AGREEMENT.**

It is mutually agreed by and between the parties hereto as follows.

1. SERVICE. CITY agrees to provide FRESH CUTS with water and accept and treat FRESH CUTS' wastewater, as needed and/or generated by the operation of a carrot processing plant located at 500 South Front Street, subject to the terms and conditions of this agreement and the temporary Conditional Use Permit ("CUP") issued to FRESH CUTS. A copy of the Plant

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CUP will be attached to this agreement as Exhibit "A", and by reference, incorporated herein.

2. Fees.

A. It is agreed that all applicable sewer and water hook-up and impact fees, as established by CITY ordinance and/or resolution, will be waived by CITY with respect to the Plant, except to the extent specified herein.

B. FRESH CUTS is solely responsible for all expenses incurred in establishing connections to the existing water and sewer lines on the property.

C. FRESH CUTS will pay the CITY \$ .00303 per gallon (based on water service meter reading) per month, for sewer service. This is the equivalent of \$ .022667 per cubic foot. FRESH CUTS expressly agrees that it will be subject to any change in said rates as adjusted on an annual basis pursuant to the Soledad Municipal Code.

D. FRESH CUTS will pay the CITY its standard rate structure for water. FRESH CUTS expressly agrees that it will be subject to any change in said rates as adjusted on an annual basis pursuant to the Soledad Municipal Code.

3. MAINTENANCE. FRESH CUTS is solely responsible for the maintenance of its own sewer line up to the point of connection with the CITY's main receiving wastewater trunk. FRESH CUTS further agrees that it will pay the cost of removing any obstruction to the main line caused by FRESH CUTS wastewater discharge and/or connection to the main line.

4. WATER TREATMENT. FRESH CUTS will screen its carrot processing water prior to release into the CITY's wastewater treatment system. The screen will be 40 microns, or as otherwise approved in writing by the City utility Department. Said 40 micron screen will be installed in conjunction with a separate 1/8" screen, both of which shall be provided before discharge into the wastewater system.

5. INSPECTION. CITY Staff shall be provided access to the subject Plant for inspection purposes upon reasonable notice.

6. CONTRIBUTION TO SOLEDAD RECLAMATION MASTER PLAN. FRESH CUTS will contribute \$ 500.00 to CITY to be used to offset the cost of developing and preparing the Soledad Reclamation Master Plan. The completion of said Plan will be integral to the approval of all future development in the CITY, including any permanent processing facility operated by FRESH CUTS.

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7. LIMITED APPLICABILITY. It is hereby agreed that the terms of this agreement are exclusive to the operation of the carrot processing plant temporarily located at 500 South Front Street. By the terms of this agreement, CITY makes no representations or creates any obligations with respect to the imposition of impacts fees or charges for services at any permanent carrot processing plant located on Nestles Road.

8. FIRST SOURCE HIRING AGREEMENT. FRESH CUTS has represented its willingness to enter into a "first source hiring agreement" whereby a minimum of 80% of the employees hired by FRESH CUTS to work at its carrot processing plant will be residents of the City of Soledad. A copy of said agreement, when completed, will be attached hereto as Exhibit "B" and incorporated herein by reference.

9. INDEMNIFICATION. FRESH CUTS expressly agrees to defend, hold harmless and indemnify CITY from and against any and all claims, damages, causes of action, suits, or damages (including costs and expenses incurred in connection therewith) on account of death or injury to persons and/or loss of or damage to property of third persons arising from FRESH CUTS' activities related in any -manner to renovation and carrot processing at 500 South Main Street.

FRESH CUTS further expressly agrees to defend, hold harmless and indemnify CITY from and against any and all claims, damages, causes of action, suits, or damages (including costs and expenses incurred in connection therewith), pursued by any party including but not limited to County, State, or Federal Agencies of appropriate jurisdiction, related in any manner to carrot processing at 500 South Front Street.

10. TERM OF AGREEMENT. The term of this agreement is two (2) years from and after the date of the issuance of the CUP for the subject Plant. Upon the expiration of two (2) years, said term may be extended for an addition one (1) year period upon the mutual consent of the involved parties.

11. TERMINATION. In the event there is a cessation of operations at the Plant, this Agreement shall forthwith terminate without the necessity of any action on the part of CITY. FRESH CUTS shall provide CITY with written notice of any proposed cessation of operations.

Notwithstanding CITY's commitment to provide FRESH CUTS with water and sewer service, CITY reserves the right to restrict or terminate said service as the result of the operation of any federal, state, county or local ordinance, rule, or regulation pertaining to water use and treatment.

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In the event said service is impacted by such ordinance, rule or regulation, CITY will make every effort to continue to provide FRESH CUTS with adequate water and sewer service.

12. DEFAULT. Any of the following shall constitute a default on the part of FRESH CUTS:

A. The failure to pay any monies due to CITY under paragraph 2 within thirty (30) days after the date on which the same shall become due.

B. Any breach or failure to keep or perform any obligation of FRESH CUTS hereunder and the continuance of such default for thirty (30) days after receipt of written notice of said default.

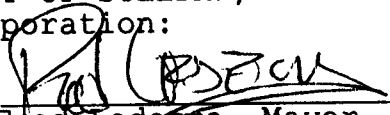
Any such default under this agreement will constitute a violation of the conditions of the CUP for the Plant and shall be cause for the revocation of said permit.

13. SEVERABILITY. Each and every term and condition of this Agreement is intended, and shall remain in full force and effect to the extent of the law, regardless of the enforceability of any other term or condition of this Agreement.

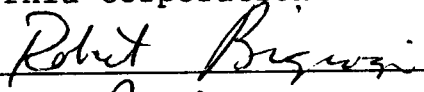
14. ASSIGNMENT. This Agreement shall not be assigned to any other party without the express written consent of both FRESH CUTS and CITY.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and enure to the benefit of the heirs, successors and assigns of all parties to the Agreement.

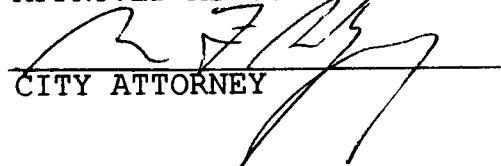
CITY OF SOLEDAD, a municipal Corporation:

By:   
Fred Ledesma, Mayor

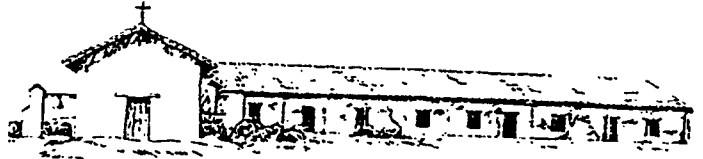
FRESH CUTS, INC., a California Corporation

By:   
Title: President

APPROVED AS TO FORM:

  
CITY ATTORNEY

STAFF REPORT  
CITY OF SOLEDAD  
PLANNING DEPARTMENT



TO. Chairman and Members  
of the Planning Commission

DATE. July 7, 1994

FROM Planning Director

AGENDA ITEM. VII-D

**SUBJECT.**

Conditional Use Permit 94-14, initiated by California Fresh Cuts, represented by Robert Bigiogni to establish a carrot processing plant at 500 Front Street (APN 22-221-01)

**BACKGROUND:**

Applicant . . . . . California Fresh Cuts  
Representative . . . . . Robert Bigiogni  
Location .. . . . 500 Front Street  
General Plan Designation .. . Industrial  
Zoning Designation . . . . . M (Industrial)  
Existing Use .. . . . Agricultural Processing Plant  
Environmental Review . . . . . Categorical Exempt (Class 1)

**ANALYSIS**

California Fresh Cuts has submitted a request to establish a carrot processing plant at the old KGM plant on the west side of the railroad tracks. The application proposes no new buildings however, a security fence is proposed. The applicant proposes to use approximately 2 acres of land in and around the existing buildings.

The property is currently designated on the General Plan Land Use Diagram as Industrial. The corresponding zoning is M, (Industrial). Both of the designations allow for the proposed use of the site as an Agricultural Processing Plant, (Section 17.30.030). The site is also within the Soledad Community Redevelopment Area and Redevelopment Agency approval will also be required.

The City is in the process of updating the City's Downtown Specific Plan as a part of the overall General Plan Update. The site is contemplated as a heavy Commercial zone, not necessarily an Industrial site. The applicant has expressed an interest in the

Exhibit "A"

CUP 94-14 (California Fresh Cuts)  
July 7, 1994  
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near future to relocate the plant to an area along Nestles Road. The use of a time limit on the use permit could resolve the question.

The Zoning Ordinance requires the approval of a Conditional Use Permit by the Commission for any use within the M (Industrial) Zone, (Section 17.30.030) with exception of residential type uses that are not allowed in the M zone. In the past, the site has been used for lettuce processing and warehousing. Over the past several years, the City has approved the use of the site for night watchman quarters (under a CUP process). For site security, it would be envisioned that the requested approval would include quarters for a night watchman.

The adjoining areas to the north, south, and east are all owned by the Southern Pacific Railroad. Property to the west is CalTrans right-of-way for Highway 101. Adjoining property to the east across Front street, is designated and developed with general retail commercial and offices. To the south, is a storage yard and the Santa Elena Mobile Home Park. Property to the north is vacant and designated for Industrial development.

The City Council has discussed providing water to the site at a reduced rate, based on quantities provided. The Police Chief saw no problem with the proposed improvements and encouraged the security fence and night watchman. The Volunteer Fire Chief indicated concern with availability of water for potential fire suppression. The Utilities Director noted the need to complete water contract approvals along with the assuring of access to sewer and water facilities.

Planning staff has reviewed the proposed plant use, and finds the site to be nonconforming in the provision of parking and access. The zoning Ordinance requires the provision of parking on the basis of two parking stalls for every three persons on the largest shift. With 20 employees, a minimum of 14 stalls would be required. The site is open and area is adequate for the number needed. As a part of the operation, a specified area will need to be designated for parking.

In the past staff has recommended the access to Front Street be paved. The access is graveled causing dust, and potholes presented a safety hazard and damaged public improvements. Staff has consistently recommended the paving of the access.

Problems of the site's use have also been raised by the tenants of the Santa Elena Mobile Home Park for dust created by the prior operation. The amount and location of truck traffic at the north end of the area should not cause a problem of fugitive dust. If it

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CUP 94-14 (California Fresh Cuts)  
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Page 3

does become a problem, the operator will be required to remedy the problem as per City Code requirements

A question still needs to be resolved as to the providing of sewer services. A sewer line exists adjoining the plant that can be used to supply services to the plant. A question on reimbursement of the initial installation exists and needs to be resolved.

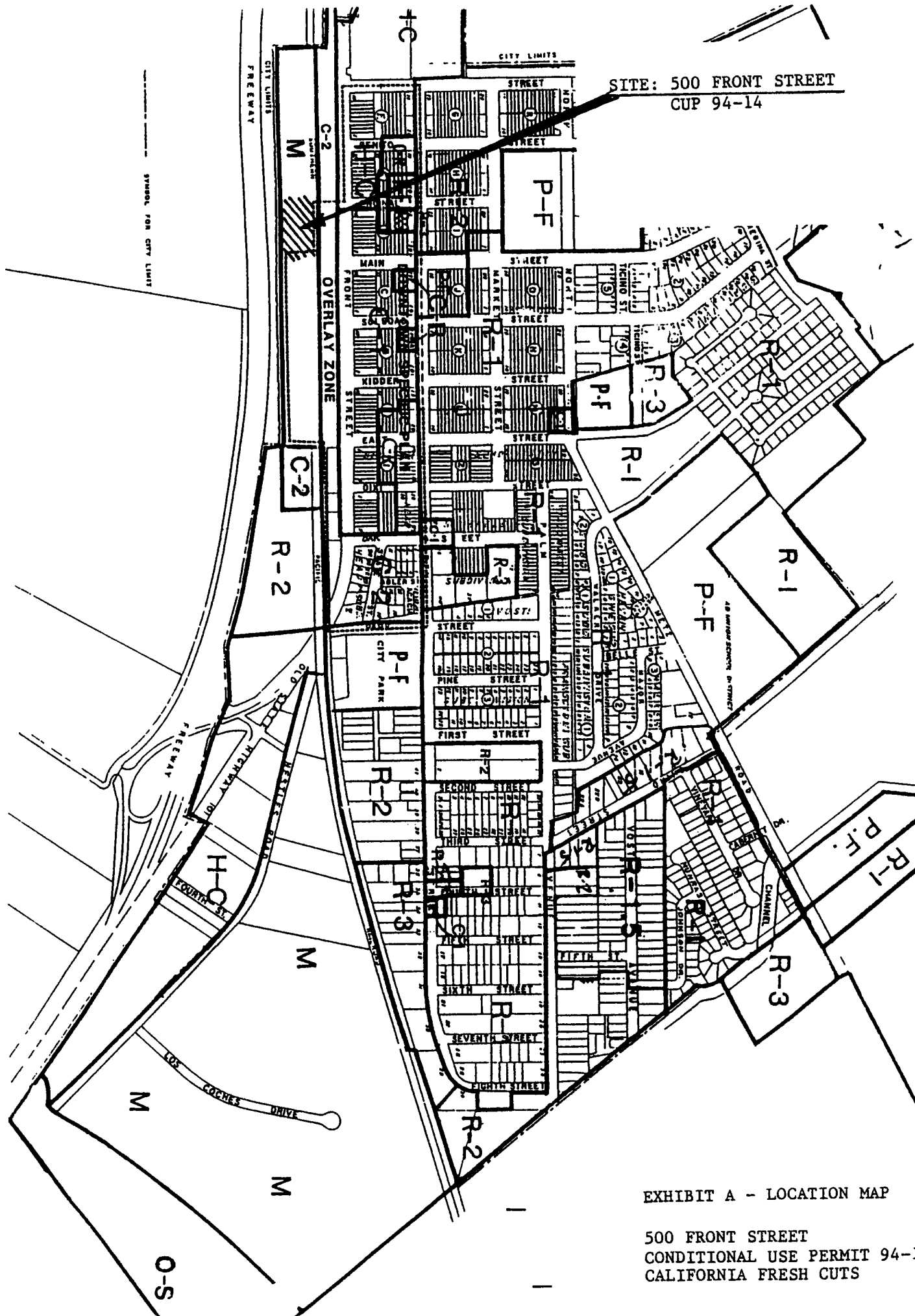
ENVIRONMENTAL REVIEW.

The project has been reviewed as per the California Environmental Quality Act (CEQA) and an Environmental Review Check List completed by the staff. Staff has determined the project to be classified Categorical Exempt (Class 1, Section 15301). The class covers the use of existing facilities. Presently the site is fully developed and has continued to be used as a warehousing operation.

RECOMMENDATION.

Staff recommends approval of Conditional Use Permit 94-14, based on the findings contained in "Exhibit E" and subject to the approved Conditions of Approval listed in "Exhibit F", along with approval of a Class 4, Categorical Exemption determination for the project.

ATTACHMENTS.      EXHIBIT A - Location Map  
                     EXHIBIT B - Site Plan  
                     EXHIBIT C - Elevations  
                     EXHIBIT D - City Council Report April 11, 1994  
                     EXHIBIT E - Findings  
                     EXHIBIT F - Conditions of Approval



SITE: 500 FRONT STREET  
CUP 94-14

EXHIBIT A - LOCATION MAP  
500 FRONT STREET  
CONDITIONAL USE PERMIT 94-14  
CALIFORNIA FRESH CUTS

# Site Plan

## CALIFORNIA Fresh CUTS

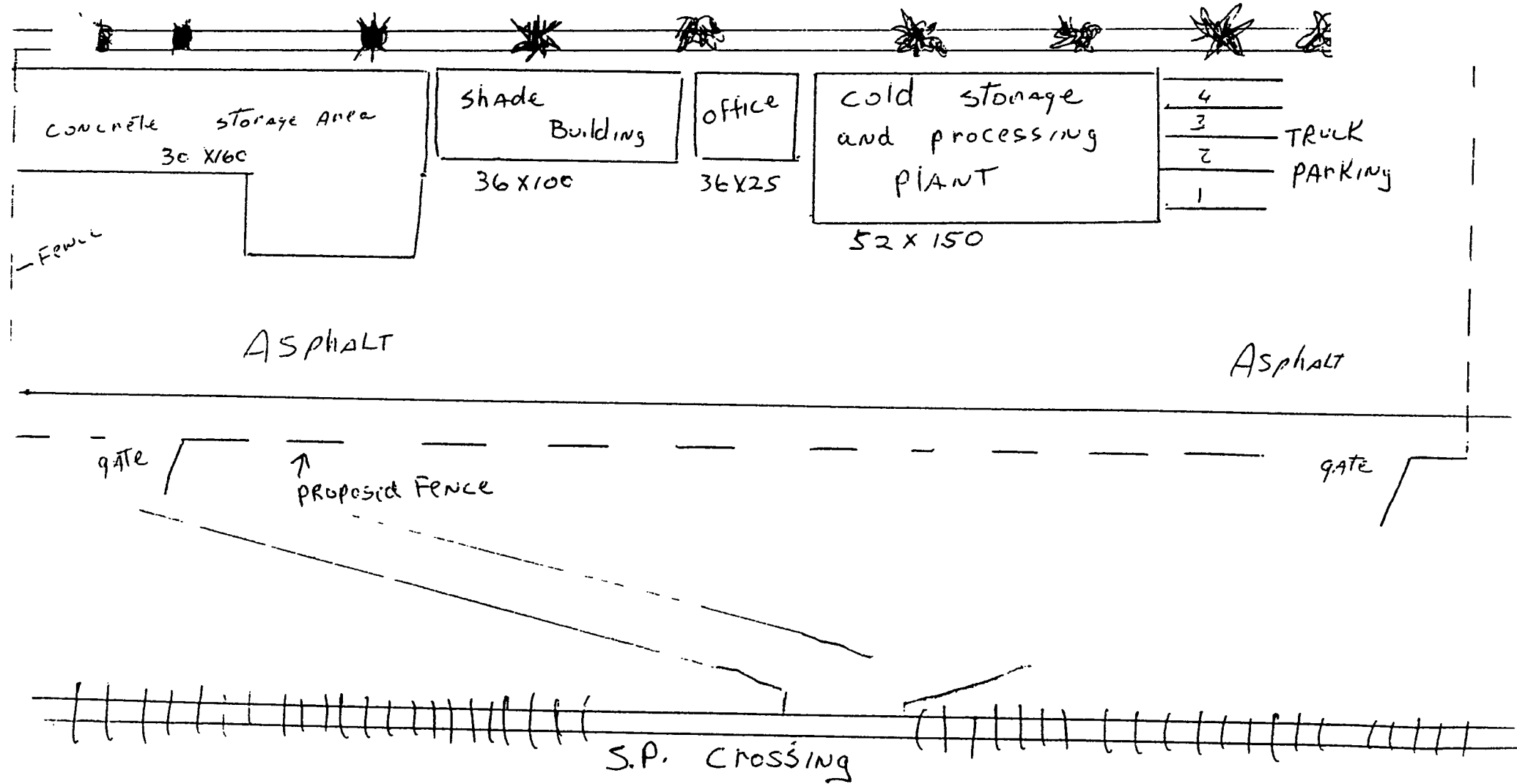


EXHIBIT B - SITE PLAN

500 FRONT STREET  
CONDITIONAL USE PERMIT 94-14  
CALIFORNIA FRESH CUTS

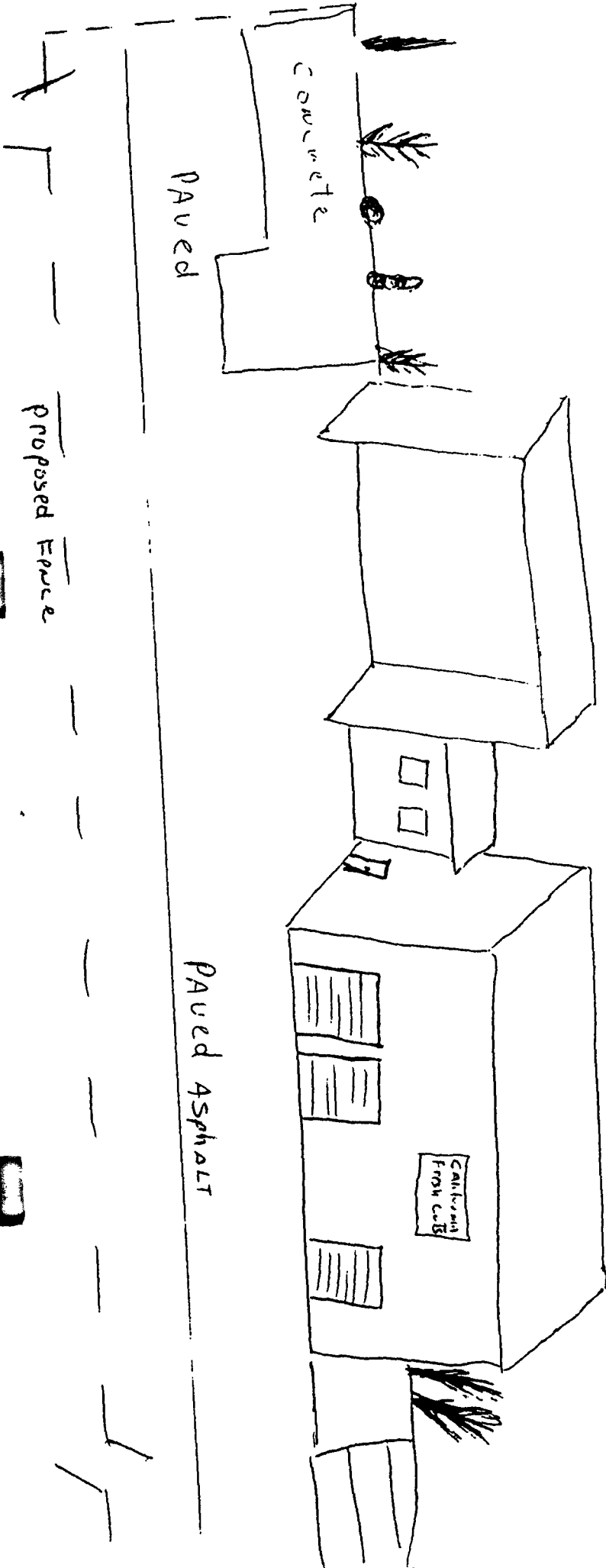


EXHIBIT C - ELEVATIONS

500 FRONT STREET  
CONDITIONAL USE PERMIT 94-14  
CALIFORNIA FRESH CUTS

AGENDA ITEM  
# 20

TO Honorable Mayor and City Council  
FROM Interim City Manager  
SUBJECT 500 FRONT STREET - WATER & SEWER SERVICE FEES  
DATE April 11, 1994

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RECOMMENDATION.

Provide direction to staff

BACKGROUND

We have been contacted by B & P Packing (Art & Bob Bigiogni) about the re-use of the old KGM site for a carrot processing operation. The plant will be a value added operation, processing and peeling carrots

Prior to the processing of a Conditional Use Permit by the Planning Commission and approval by Redevelopment Agency, the applicants have requested information on the costs associated with the project.

The City has identified three potential areas of costs; capital improvement costs for improvements to provide utility services to the site, impact fees, and utility service fees. Staff is reviewing the site to determine utility (sewer, water, storm drainage) needs of the site.

Utility Improvements to Serve Site

Currently the site is served by a six inch water main with a two inch meter. It is anticipated that the six inch line will be sufficient to meet the needs of the plant. A new meter will possibly be needed. If the meter is changed, an additional cost may be incurred determined by City Code. The cost of any water line extension on the property would be borne by the developer.

Sewer services are currently provided for a bathroom on the site. The service is connected to a ten inch line running between the building and the freeway. The line was installed by the Santa Elena Mobile Home Park to serve the 100 unit park. Staff has not been able to determine if the line is a private lateral or a dedicated City line. Further research is being conducted.

Impact Fees.

Impact fees adopted by the City reflect impact costs associated with the building of new facilities. The current site is developed and no expansion of the building is anticipated. This would lead to no impact fees being required.

500 Front Street (Water & Sewer Service Fees)  
April 11, 1994  
Page 2



Utility Service Fees.

City Code allows for the setting of special sewer and water service fees for large users (Section 13.08 020(D) water & 13 28 030 sewer)

Staff will make a presentation on a proposed rate structure.

FISCAL IMPACT.

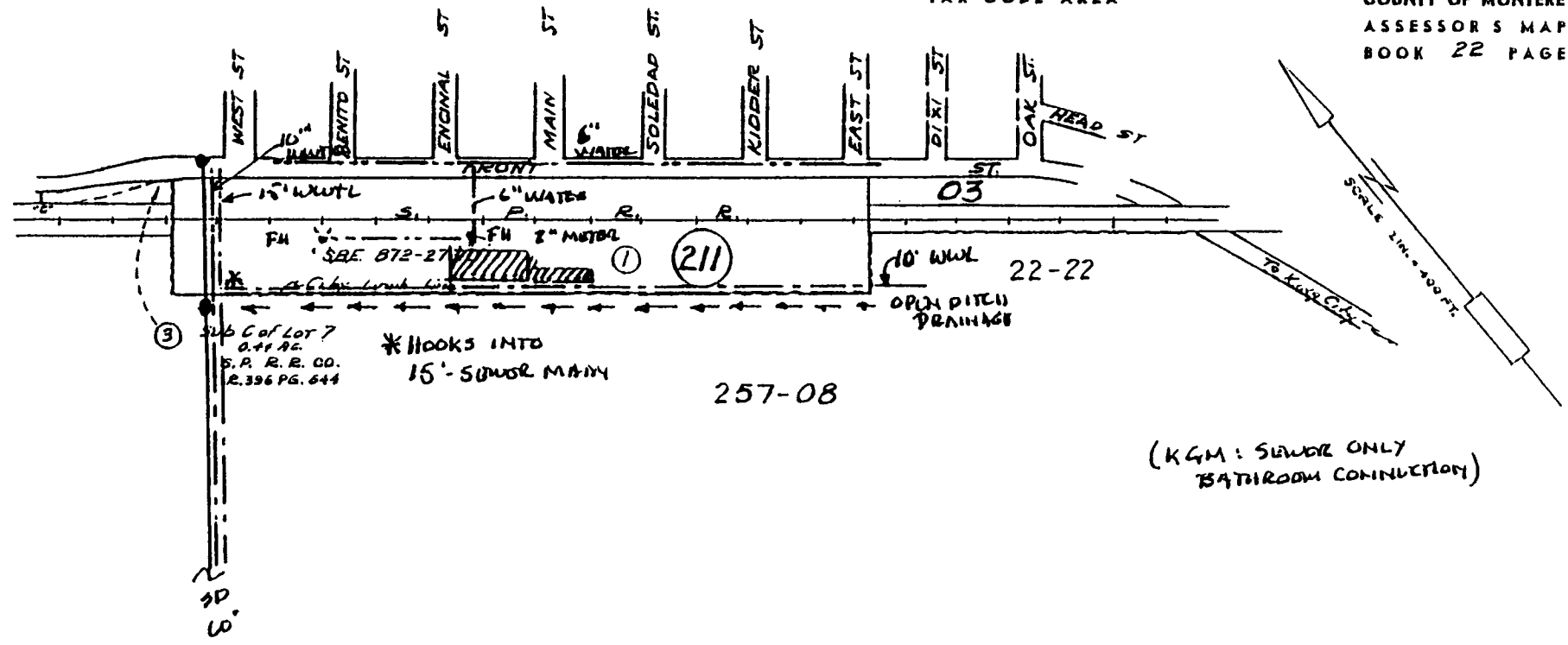
Undetermined at this time.

PREPARED BY  RAY SMITH - Superintendent of Utilities  
APPROVED BY  RUSS CARLSEN - Interim City Manager

Attachments      Site Plan  
                         City Code Sections

TAX CODE AREA

COUNTY OF MONTEREY  
ASSESSOR'S MAP  
BOOK 22 PAGE 21



(KGM: SEWER ONLY  
BATHROOM CONNECTION)

ASSR'S MAP OF SOLEDAD  
S.P.R. DEPOT

13 08.020

or declaration preclude the city from collecting from the person or consumer responsible for payment such sum as is actually due and payable to the city under Chapter 13 40

C. Notice of Change in Use of Water. Any person or consumer making any material change in the size, character or extent of the utilizing equipment or operation for which water is furnished shall immediately give the water superintendent written notice of the extent and nature of such change.

D Contract for Large Amounts of Water. The city may require a written contract with any person or consumer as a condition precedent to providing service in any case where unusual quantities of water or the construction of special facilities is or will be required.

E. Method of Connecting. Upon payment of the connection charge specified in Chapter 13 40, the city will furnish and install a service connection of suitable capacity from its water main to the curblin of the property line of the premises to be served, provided the premises abut upon a public street or existing water main right-of-way. As to any non-abutting premises, the person requesting connection must pay the cost of furnishing and installing that portion of the service connection from the curblin of the nearest street or from the nearest existing water main right-of-way. Only duly authorized employees or agents of the city shall install a service connection from any water main to any consumer's premises.

F Water Main Extensions.

1. By City Any owner of one or more lots or parcels, or any subdivider of a tract

of land where one or more main extensions is required, who desires regular water service to serve such property, shall make written application therefor to the city. The application shall contain a full legal description of the property to be served and any additional information which is required by the city, and shall be accompanied by a map showing the location of the proposed connection. Upon receiving the application, the water superintendent shall make an investigation and survey of the proposed main extension or extensions and shall report his findings to the city council, together with a recommendation as to the facilities required and an estimate of the cost of the proposed extension or extensions. The applicant shall advance to the city a sum equal to one hundred twenty-five percent of the estimated cost, including main lines, valves, service connections, fire hydrants, costs of investigation, inspection, and legal and consulting engineer's fees, which sum must be paid to the city prior to approval of the application. Adjustments of any difference between the estimated and actual cost of the main extension or extensions shall be made as soon as the actual cost has been determined. Any excess shall be refunded to the applicant and any shortage shall be forthwith paid by the applicant to the city. All such facilities shall be the property of the city and shall be conveyed to the city by a proper instrument in writing at or before the time the facilities are completed and before they are accepted by the city. In granting an application, the city council may impose whatever further requirements or conditions it deems necessary or desirable.

## Chapter 13.28

## WASTEWATER CHARGES AND FEES

## Sections:

- 13.28.010 Schedule of charges and fees.  
 13.28.020 Classifications of users.  
 13.28.030 Types of charges and fees.  
 13.28.040 Basis for determination of charges.

## 13.28.010 Schedule of charges and fees.

The city council shall from time to time, by resolution, establish a schedule of charges and fees which will enable it to comply with the revenue requirements of the State Clean Water Grant Program and such charges and fees shall be determined in a manner consistent with regulations of the program. (Prior code § 26-36-50)

## 13.28.020 Classifications of users.

All users are to be classified by the city either by assigning each one to a "user classification" category according to the principal activity conducted on the user's premises, by individual user analysis, or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of the city's cost. (Prior code § 26-36-51)

13.28 010

## 13.28.030 Types of charges and fees.

The charges and fees as established in the schedule of fees and charges may include, but are not limited to:

- A. User classification charges;
- B. Fees for monitoring;
- C. Fees for permit applications;
- D. Sewer connection fees;
- E. Appeal fees;

F. Charges and fees based on wastewater constituents and characteristics, to include industrial cost recovery provisions of the Federal Act. (Prior code § 26-36-52)

## 13.28.040 Basis for determination of charges.

A. Charges and fees shall be based upon a minimum basic charge for each premises, computed on the basis of wastewater from a domestic premises with the following characteristics:

1. BOD, two hundred fifty milligrams per liter;
2. COD, three hundred seventy-five milligrams per liter;
3. Suspended solids, two hundred fifty milligrams per liter;
4. Oil and grease, forty milligrams per liter;
5. Volume, two hundred twenty-four gallons per day per domestic premises.

B. The charges and fees for all classifications of users other than the basic domestic premises shall be based upon the relative difference between the average wastewater constituents and characteristics of that classification as related to those of a domestic premises.

C. The charges and fees established for permit users shall be based upon the measured or estimated constituents and

**EXHIBIT E - FINDINGS FOR APPROVAL**  
CONDITIONAL USE PERMIT 94-14  
500 FRONT STREET  
(CALIFORNIA FRESH CUTS/BIGIOGNI)  
JULY 7, 1994

**FINDINGS FOR APPROVAL**

1. The proposed temporary use and site design is consistent with the City of Soledad's General Plan.

**EVIDENCE.**

- A. The site is designated Industrial on the City's General Plan Land Use Diagram. The existing warehouse and processing plant operation is a use provided for in the general description of Industrial.
- B. The site is located on Front Street, a designated arterial street. The street is fully developed and maintained by the City of Soledad.

2. The site is within the City of Soledad's Redevelopment Area and is consistent with the Redevelopment Plan.

**EVIDENCE:**

- A. The existing use is consistent with the City's General Plan and Zoning Designation as required by the Redevelopment Plan.
- B. The improvement of the site will improve the value of the property and the downtown as a whole.
- C. Adequate access needs to be provided for the site by and all weather and paved surface.

3. The proposed agricultural processing operation in the existing building is consistent with the existing Zoning Ordinance Designation of M (Industrial) for the site and development standards.

**EVIDENCE.**

- A. The site is currently fully developed with buildings railroad spurs and minimum access.
- B. The existing buildings meet all of the required setback development requirements set for the M (Industrial) zoning district. The district has no setback requirements.
- C. The proposed use will need to be provided with the appropriate number of on-site parking as required by

Findings of Approval (CUP 94-14)  
July 7, 1994  
Page 2

the Zoning Ordinance.

4. The operation of an agricultural processing plant on this site will not be detrimental to the health, safety, comfort, convenience or general welfare of persons residing or working in the neighborhood.

**EVIDENCE.**

- A. The installers will be required to secure appropriate building and operation permits for the installation and operation of the equipment (Monterey County Health Department, Regional Water Quality Control and City of Soledad).
- B. The site currently has fully developed frontage on Front Street. Full public improvement these include curb, gutter, sidewalk, water, sewer and public utilities are provided to the site. Access to the internal site needs to be brought into compliance with City Codes.
- C. The site is currently fully developed with buildings and rail spurs. The site has been previously used for agricultural processing and is still being used for warehousing.
- D. Front Street fronting the site is a 100'-0" wide right-of way and is developed and maintained by the City of Soledad. This is adequate to accommodate any additional traffic demands created by the operation. The lack of paved access has lead to some damage of City improvements (Curb and Gutter).

5. The operation of the plant will not be detrimental to property or public improvements in the neighborhood.

**EVIDENCE.**

- A. The proposed water demand can be met by the individual lines serving the site and by the overall water system. Specific improvements to the site may be required to meet fire flows and demands of the operation.
- B. The proposed development will generate traffic demands acceptable to the City and will not cause the creation of a service level below the current "C" level.

Findings for Approval (CUP 94-14)  
July 7, 1994  
Page 3

6. The proposed agricultural processing plant will not be detrimental to the general welfare.

**EVIDENCE:**

- A. The site is currently fully developed in conformance with City Development Standards.
- B. The site has adequate access from dedicated and maintained public streets (Front Street).
- C. Modifications will be made in accordance with local building and fire codes.

7. The proposed project has been reviewed as per the California Environmental Quality Act (CEQA) and the project found to be classified as categorical exempt from CEQA (Class 1).

**EVIDENCE:**

- A. The site is fully developed and is a continuation of the existing operation of the site.
- B. All public improvements required to meet City standards have been met.

8. The proposed Conditional Use Permit has been processed per the City's Zoning Ordinance requirement's as per Chapter 17 42

**EVIDENCE:**

- A. An application has been received and accepted by the Planning Director as complete for processing.
- B. A Public Hearing Notice was published in the Soledad Bee on Wednesday, June 22, 1994 as required by Section 17.42.030.
- C. Public Hearing Notices and location maps were mailed to all property owners within 300'-0" of the site on June 22, 1994. A certification of mailing is on file with the Planning Director.
- D. A copy of the staff report was provided to the applicant's representative.

**EXHIBIT "F" - CONDITIONS OF APPROVAL**  
CONDITIONAL USE PERMIT 94-14  
500 FRONT STREET  
(CALIFORNIA FRESH CUTS/BIGIOGNI)  
JULY 7, 1994

**CONDITIONS OF APPROVAL**

1. All construction shall be in conformance with "Exhibit B" (Site Plan), "Exhibit C" (Elevations), and Exhibit F" (Conditions of Approval), along with all City Codes and Ordinances. Any modification to this approval requires the approval of the Planning Director prior to implementing any change.
2. Signing shall be limited to them following:
  - A. One (1) twenty-five (25) square foot wall mounted signs for individual tenants to be placed on the Nestles Road (extended) frontage. The location and design to be approved by the Planning Director as a part of a master sign plan for the site.
  - B. Address Identification signs shall be installed along Front Street. The design and placement to be approved by the Planning Director prior to the commencement of operations from the site.
3. Prior to the issuance of a building permit for the development of the site, the applicant shall.
  - A. Provide proof of ability to secure service for Sewer and Water.
  - B. A security plan shall be reviewed and approved by the Police and Fire Chiefs.
4. Prior to the occupancy of the site, the applicant shall.
  - A. Bring the site into compliance with the Monterey County Water Resource Agency's Water Conservation Ordinance.
  - B. Install an all weather driveway to the site, and pave (to City approved standards) a driveway twenty five feet wide from the railroad tracks to the edge of Front Street.
5. This Conditional Use Permit shall expire one (1) year from the date of approval, if the permit is not used. A one (1) year time extension of the permit may be granted by the Planning Commission as per the Zoning Ordinance (Section 17.42.070).

Conditions of Approval (CUP 94-14)  
July 7, 1994  
Page 2

If the permit is executed, the permit shall be approved for three (3) years from the date of occupancy of the site. If the operator wishes to extend the use beyond the three time limit, a new Conditional Use permit shall be secured from the City.

EXHIBIT "F" - CONDITIONS OF APPROVAL  
CONDITIONAL USE PERMIT 94-14  
500 FRONT STREET  
(CALIFORNIA FRESH CUTS/BIGIOGNI)  
JULY 7, 1994 (Planning Commission Revised)

CONDITIONS OF APPROVAL

1. All construction shall be in conformance with "Exhibit B" (Site Plan), "Exhibit C" (Elevations), and Exhibit F" (Conditions of Approval), along with all City Codes and Ordinances. Any modification to this approval requires the approval of the Planning Director prior to implementing any change.
2. Signing shall be limited to them following:
  - A. One (1) twenty-five (25) square foot wall mounted signs for individual tenants the location and design to be approved by the Planning Director as a part of a master sign plan for the site.
  - B. Address Identification signs shall be installed along Front Street. The design and placement to be approved by the Planning Director prior to the commencement of operations from the site.
3. Prior to the issuance of a building permit for the development of the site, the applicant shall:
  - A. Provide proof of ability to secure service for Sewer and Water.
  - B. A security plan shall be reviewed and approved by the Police and Fire Chiefs.
4. Prior to the occupancy of the site, the applicant shall:
  - A. Bring the site into compliance with the Monterey County Water Resource Agency's Water Conservation Ordinance.
  - B. Install an all weather driveway to the site shall be provided.
5. This Conditional Use Permit shall expire one (1) year from the date of approval, if the permit is not used. A one (1) year time extension of the permit may be granted by the Planning Commission as per the Zoning Ordinance (Section 17.42.070).

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If the permit is executed, the permit shall be approved for three (3) years from the date of occupancy of the site. If the operator wishes to extend the use beyond the three time limit, a new Conditional Use permit shall be secured from the City.

**FIRST SOURCE HIRING AGREEMENT BETWEEN  
CITY OF SOLEDAD AND CALIFORNIA FRESH CUTS**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 199\_, by and between the City of Soledad, a municipal corporation ("City") and California Fresh Cuts, a California corporation ("Fresh Cuts"), with respect to the following facts and circumstances

- A. Fresh Cuts has constructed and is operating a "carrot processing facility" on unincorporated property with Monterey County, adjacent to the City of Soledad
- B. It is anticipated that Fresh Cuts will employ approximately \_\_\_\_ employees at their processing facility
- Seasonal \_\_\_\_  
Hourly \_\_\_\_  
Salaried supervisory and administrative positions \_\_\_\_  
Hourly non-seasonal \_\_\_\_
- C. In consideration of a "Water Service Agreement" entered into between the City and Fresh Cuts, Fresh Cuts has consented to a "First Source Hiring" arrangement whereby eligible residents of City will be given first consideration for all available positions at the Fresh Cuts' facility

Therefore, based on the terms and conditions set forth below, City and Fresh Cuts agree as follows

1. In seeking applicants for positions of employment at the Fresh Cuts facility, Fresh Cuts agrees that it will actively recruit and give first priority to applications received from eligible residents of the City of Soledad. Only after consideration of such applications may a given position be awarded to a non-resident.
2. Fresh Cuts will take all appropriate measures necessary to encourage City residents to apply for positions, including but not limited to distribution of accurate job descriptions in both English and Spanish and publication of the notice of availability of positions in the SOLEDAD BEE

- 3 Fresh Cuts will be responsible for documenting the number of individuals interviewed and hired, and the residence of each said individual, for all positions at the Fresh Cuts facility. Such records shall be kept by Fresh Cuts and should be made available for inspection, upon reasonable notice, by City staff. These records will be maintained until the termination of the Water Service Agreement between Fresh Cuts and the City.
- 4 City shall perform an annual performance audit of Fresh Cuts' compliance with the terms and conditions of this agreement.
- 5 The terms and conditions of this agreement are to remain in full force and effect until the Water Service Agreement between City and Fresh Cuts has been terminated. Any extension of the terms and conditions of the Water Service Agreement shall result in a commensurate extension of the terms of this agreement without further need to amend the terms of this agreement in writing.

CITY OF SOLEDAD, a Municipal Corporation

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

CALIFORNIA FRESH CUTS, a California Corporation

BY \_\_\_\_\_

DATE. \_\_\_\_\_

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