



**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA  
SAND CITY COUNCIL CHAMBERS**

**TUESDAY, JANUARY 21, 2020**

**5:30 PM**



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

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Regular Meeting – January 21, 2020  
5:30 P.M.

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

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- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**
- 5. PUBLIC COMMENT**

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. Approval of December 10, 2019 Special City Council Meeting Minutes
- B. Approval of December 17, 2019 Sand City Council Meeting Minutes
- C. Approval of City RESOLUTION Making Re-Appointments to the Design Review Committee (Paul Davis & Elizabeth Sofer)
- D. Approval of City RESOLUTION Making New Appointment of Chris Barlow to the Sand City Design Review Committee until January 2022
- E. Acceptance of City/Successor Agency Monthly Financial Report, September 2019

- F. Approval of City RESOLUTION Updating the Appointments to Various Local and Regional Agencies and Boards effective, January 21, 2020
- G. Approval of City RESOLUTION Honoring Gregory Hawthorne as the 2020 Champion of the Arts Lifetime Achievement Awards Recipient
- H. Approval of City RESOLUTION Confirming Members of the Sand City Arts Committee

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

**8. PRESENTATION**

- A. Presentation of Certificates by Mayor Mary Ann Carbone and Stephen Vagnini to Volunteers/Supporters of the 2019 West End Celebration {10 minutes}

**9. PUBLIC HEARING**

- A. Consideration of City RESOLUTION Disapproving a Time Extension of CUP 594 for Max Kammerer at 836 Afton Avenue within the South of Tioga Area and Allowing Said Permit to Expire

**10. OLD BUSINESS**

- A. Consideration and Discussion of Revised and Updated Capital Improvement Plan (CIP)

**11. NEW BUSINESS**

- A. Consideration of City RESOLUTION Authorizing the City Manager to Execute an Agreement with EMC Planning Group in Preparing a Sustainable Transportation Plan in an amount not to exceed \$185,000
- B. Consideration of City RESOLUTION Amending the 2019-2020 Fiscal Year Budget and Authorizing the City Manager to Execute an Agreement with EMC Planning Group Incorporated to Prepare a Parking Plan in an amount not to exceed \$37,000 (CIP Item)
- C. Consideration and Discussion regarding the South of Tioga Park Dedication/In-lieu Fee Requirement
- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

1) Confirmation of Future Dates for 2020 Sand City Events

**12. CLOSED SESSION**

- A. City Council/Successor Agency Board to adjourn to Closed Session regarding:
- 1) Conference with labor negotiator pursuant to Government code section 54957.6.  
Agency designated representatives: Donna Williamson/Vibeke Norgaard, City Attorney  
Employee organization: Sand City Police Officers' Association (POA) and Misc. Employees
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown

**13. ADJOURNMENT**

Next Scheduled Council Meeting:  
Tuesday, February 5, 2020  
5:30 P.M.  
Sand City Council Chambers  
1 Pendergrass Way, Sand City

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

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

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 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**

**6A**

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

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Special Meeting – Tuesday, December 10, 2019  
11:00 A.M.  
City Hall Council Chambers  
1 Pendergrass Way, Sand City, CA. 93955

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Mayor Carbone opened the meeting at 11:00 A.M.

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Council Member Cruz  
Council Member Hawthorne  
Council Member Sofer

Staff: Aaron Blair, City Manager  
Leon Gomez, Contract City Engineer  
Vibeke Norgaard, Contract City Attorney  
Charles Pooler, City Planner  
Linda Scholink, Administrative Services Director/City Clerk

**AGENDA ITEM 3 COMMUNICATIONS**

11:01 A.M. Floor opened for Public Comment

There were no comments from the public.

11:01 A.M. Floor closed to Public Comment.

**AGENDA ITEM 4 NEW BUSINESS**

**A. City Council Workshop for Review and Discussion of the 5-Year Capital Improvement Plan**

City Manager, **Aaron Blair**, led the discussion on the five-year Capital Improvement Plan by discussing the need to determine the importance of each project. **Mayor Carbone** added that projects should be added to the Capital Improvement Plan at the discretion of the City Council, like the development of a community center.

City Council and staff discussed the City's operating budget, non-obligated reserves, and other forms of funding the City could utilize, like grants and bonds. Council directed staff to develop a policy for funding the Capital Improvement Plan.

Items discussed include:

Project #1 Public Works Building

- This could be moved up from the 2023-24 budget to the 2020-21 in order to repurpose the Carrol property. This will be determined after a community Center Study (#4) is completed. Staff will need to work on getting numbers for the new building. Councilmember Hawthorne provided information on a possible structure.

Project #2 City Hall Electrical Services Upgrade

- Project is approved for consideration for the 2019-20 budget at a cost of \$100,000

Project #3 City Hall Air Conditioning System

Project #4 Community Center Study

- Project is approved for consideration for the 2019-20 budget at a cost of \$25,000

Project #5 West End Stormwater Improvement Project – Contra Costa Street

- Project is approved for consideration for the 2019-20 budget at a cost of \$25,000.

Project #6 West End Stormwater Improvement Project – Catalina Street

- Project is approved for consideration for the 2019-20 budget at a cost of \$25,000.

Project #7 Contra Costa Street Improvements

Project #8 California Avenue Street Improvements

- Project is moved to 2020-21; staff was asked to review funding options.

Project #9 West Bay St. Coastal Access Repair Project

- Project is approved for consideration for the 2019-20 budget at a cost of \$7,000.

Project #10 Pavement Management Program

Project #11 Carroll Property Parking Lot

Project #12 TAMC Right-of-Way Improvements

- Project is moved to 2022-23 to wait for TAMC Busway Project

Project #13 Parking Garage

Project #14 Parking Plan

- Project is approved for consideration for the 2019-20 budget at a cost of \$36,600.

Project #15 Calabrese Park Improvements – Phase I

- Project is approved for consideration for the 2019-20 budget. Council and staff discussed waiting on Phase I until the City receives the result of funding for Phase II.

Project #16 Calabrese Park Improvements – Phase II

- Project is approved for consideration for the 2019-20 budget.

Project #17 TAMC Parcel Landscaping

- Project moved to 2021-22 to wait on the approval of Project #5.

Project #18 Memorial Lookout Area Improvements

- Project #19 Habitat Preserves at Commercial Shopping Centers
- Project is approved for consideration for the 2019-20 budget at a cost of \$15,000.

Project #20 General Plan Update

Project #21 Sustainable Transportation Plan

- Project removed as it is already funded in the 2019-20 operations budget.

Project #22 East Dunes Habitat Specific Plan and Habitat Conservation Plan

Project #23 Zoning Code Update – State Housing Mandate

Project #24 Zoning Code Update – General

Project #25 Façade Program

- Project is approved for consideration for the 2019-20 budget.

Project #26 Resident “Fix It” Program

- Hold off on this program and replace it with something to support public art. Public Art Program for consideration for the 2019-20 budget.

Project #27 iWorQ Systems – Application and Software Services

- Project was approved and completed in fiscal year 2019-20

Project #28 Granicus, LLC – Agenda Management Software and City Website Redesign

- Project was approved and completed in fiscal year 2019-20

Project #29 – ECS Imaging, Inc. Laserfiche Record Management Software

- Project was approved and completed in fiscal year 2019-20

Project #30 Server (Administration)

- Project was approved and completed in fiscal year 2019-20

Project #31 Patrol Vehicles

- Project was moved to 2020-21 and will possibly be reconsidered after the South of Tioga Project is complete. Staff will bring back data on the year, mileage, and use of each vehicle and review all vehicles and equipment replacement schedules.

Project #32 Street Sweeper

- Project will possibly be kept in 2019-20; staff will bring back data on the year, mileage, use, and sale of current sweeper.

Project #33 Dump Truck

- Project will possibly be kept in 2019-20; staff will bring back data on the year, mileage, and use

Project #34 Tracked Skid Steer

City Council and staff then discussed the potential funding requirements of business that significantly exhaust public capital, specifically streets.

**Councilmember Cruz** directed the discussion to the Police Department vehicles. **Mr. Blair** suggested the Council table the discussion of the Police Department’s fleet to allow staff the opportunity to further review of the

operating budget.

11:52 A.M.

BREAK

12:08 P.M

The Council returned to the discussion of Capital Improvement Plan projects, starting with the two Calabrese Park projects. The Council then discussed the California Avenue Street Improvements Project where there was consensus to table the project. Council spoke on the Memorial Lookout Area Improvements project and the adoption of a policy to address clutter, safety, and Coastal Commission regulations.

**Charles Pooler**, City Planner, informed the Council he received an estimated cost proposal from EMC Planning for Parking Study. City Council and staff found the estimate reasonable.

#### **AGENDA ITEM 5 ADJOURNMENT**

Motion to adjourn the City Council meeting was made by Council Member Blackwelder seconded by Council Member Cruz to the next scheduled Council meeting on Tuesday, December 17, 2019 at 5:30 P.M. There was consensus of the Council to adjourn the meeting at 12:37 P.M.

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Linda K. Scholink, City Clerk

**AGENDA ITEM**

**6B**

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

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Regular Meeting – December 17, 2019  
5:30 P.M.

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

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Mayor Carbone opened the meeting at 5:30 P.M.  
Invocation was led by Reverend Hellam.  
The Pledge of Allegiance was led by Chief Ferrante.

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Councilmember Cruz  
Councilmember Hawthorne  
Councilmember Sofer

Staff: Aaron Blair, City Manager  
Brian Ferrante, Police Chief  
Shelby Gorman, Administrative Assistant  
Vibeke Norgaard, City Attorney  
Charles Pooler, City Planner

**AGENDA ITEM 4 ANNOUNCEMENTS BY MAYOR, CITY MANAGER, CITY ATTORNEY, AND CITY STAFF**

**Mayor Carbone** informed the public of the available City Manager's report. City Manager, **Aaron Blair**, added that there is an Art Committee meeting scheduled for December 18<sup>th</sup> at 6:00 P.M. that a code enforcement services proposal will soon be provided to the City, that a permit was issued for the Catalina Lofts project, and that a draft Development Map is available to the public covering recent projects.

City Attorney, **Vibeke Norgaard**, brought up the development of an Accessory Dwelling Unit (AD) Ordinance and the progress of the draft development agreement for the South of Tioga Project which should be available in February 2020.

**Mayor Carbone** mentioned her recent trip to Washington, DC which will be included in her next Mayor's Report. She also mentioned several upcoming events including Sand City and Target's "Shop with a Cop", a Good Samaritan Luncheon, and the Sand City Police Department's present delivery to local in-need children. She further spoke on a handout addressing a League of Women Voters event.

## AGENDA ITEM 5 PUBLIC COMMENT

5: 40 P.M. Floor opened for Public Comment

**Brian Clark**, resident spoke on the Public Safety budget.

5:42 P.M. Floor closed to Public Comment.

## AGENDA ITEM 6 CONSENT CALENDAR

- A. There was no discussion of Sand City Council Meeting Minutes, December 3, 2019
- B. There was no discussion of City **Resolution** Approving Amendment #1 to the Measure X Master Programs Funding Agreement between the Transportation Agency for Monterey County and the City of Sand City

Motion to approve the consent calendar items was made by Councilmember Blackwelder, seconded by Councilmember Hawthorne. AYES: Councilmembers Blackwelder, Carbone, Cruz, Hawthorne, Sofer. 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 PUBLIC HEARINGS

- A. **Presentation on and Consideration of the Audited Financial Statements for the Year ended June 30, 2019 and Independent Auditors' Report by These Courtney and Mike Nolan of Hayashi & Wayland**

City Manager, **Aaron Blair**, introduced the item and informed the Council that the audit was presented at the November 19<sup>th</sup> Budget Personnel Committee meeting. The presentation was followed by a short discussion of the audit results and some of the issues to be corrected. Mr. Blair said he does not foresee any significant challenges related to the internal changes that need to be made going forward.

**Therese Courtney** and **Mike Nolan** of Hayashi and Wayland presented the audit covering the following findings:

The assets of Sand City exceed its liabilities at the close of the year



ended June 30, 2019 by \$28 million. However, approximately \$12 million is a net investment in capital assets, and \$10 million is a noncurrent receivable due from the Successor Agency. The City's total net position increased by \$624,000.

The City's assets over the last four years have been increasing. As of June 30, 2019, assets totaled \$32,161,327. About \$12 million of that is in capital assets, \$10 million in loans from the Successor Agency, \$8 million in investments, \$688,298 in cash and cash equivalents, \$921,698 in receivables, and \$494,423 overfunded in OPEB.

Liabilities as of June 30, 2019 total \$5,885,838, having decreased over the last four years. The City's noncurrent liabilities are approximately \$5 million and \$4.3 million of that is the City's pension. There is also \$543,422 due to TAMC in relation to developer fees the City has received and will pass on to them. Accounts payable is about \$185,000 and accrued liabilities and deferred fees are at about \$28,000.

The City's equity has been increasing to a net position of about \$28 million. About \$16 million of that is unrestricted. Taking into account loans from the Successor Agency, the City is left with about \$6 million to \$7 million available for operations and investment in capital. Net investment in capital assets is about \$12 million. Of the \$176,997 restricted, \$65,000 is restricted for streets, and \$110,000 was granted from FEMA with a specified use.

Revenues for the last four years are continuing to rise, with about \$8 million in total revenues for the year ended June 30, 2019. Revenues came from sales tax (\$5 million), charges for services (\$1.5 million), property taxes (\$76,070), other taxes (\$293,072), operating grants and contributions (\$166,338), capital grants and contributions (\$111,357), investment earnings (\$191,489) and other revenue (\$3,044).

Expenditures of about \$7.4 million include planning (\$445,658), public safety including the fire contract (\$3.4 million), general government (\$1.7 million), public works including expenditures for streets and roads (\$1.5 million), community development (\$145,000), parks (\$12,000) and some small interest on long-term debt (\$2,000).

During the audit, several schedules/ subsidiary ledgers were not properly reconciled that led to misstatements in the general ledger. Internal controls should be in place to provide reasonable

assurance that schedules/ subsidiary ledgers are properly reconciled. City staff has already begun implementing new procedures.

5:58 P.M. Floor opened for Public Comment.

There were no comments from the public.

5:58 P.M. Floor closed to Public Comment.

- 1) Approval of City **RESOLUTION** Accepting the Audited Financial Statements for the Year Ended June 30, 2019 and Independent Auditors' Report

6:00 P.M. Floor opened for Public Comment.

There were no comments from the public.

6:00 P.M. Floor closed to Public Comment.

Motion to approve the Sand City **Resolution** Accepting the Audited Financial Statements for the Year Ended June 30, 2019 and Independent Auditors' Report was made by Councilmember Hawthorne, seconded by Councilmember Cruz. AYES: Councilmembers Blackwelder, Carbone, Cruz, Hawthorne, Sofer. ABSTAIN: None. NOES: None. ABSENT: None. Motion carried.

*Councilmember Cruz stepped down from the dais due to a possible conflict by residing within 500 feet of the subject property.*

**B. Consideration of City Resolution Approving Conditional Use Permit 638 for San Juan Pools within a Portion of a Commercial Unit at 756 California Avenue**

City Planner, **Charles Pooler**, presented the item. An application was submitted by Dominico Garneri of San Juan Pools for conditional use permit approval regarding material and equipment storage and accessory office activities of his swimming pool contractor operation within a portion, shared concurrently with Tenji Incorporated, of a new commercial building at 756 California Avenue.

Prior to construction of the new building, the Subject Property was utilized as installation/ maintenance contractor, to store swimming pools, contractor vehicles, and associated materials and equipment. Once construction is complete, the site will provide ten regulation-sized parking stalls and a drive aisle with a single driveway. The Applicant's operation currently has two tractors, three trailers, and four employees who will be at contract job sites throughout most of the work day. Once construction of the new building and site are completed, the

Applicant's tractors and trailers will be off-site and not stored/ parked at the Subject Property. The Applicant intends to use 1,500 square feet, which requires two parking spaces for service commercial use which will result in a parking requirement of two spaces required of Tenji Incorporated. Staff recommends trailer-truck shipments/ deliveries and related loading/ unloading activities be limited to no more than two times per year to be consistent with conditions recommended for the other tenants of this property, unless otherwise granted special written permission by the City.

According to the Applicant, there will be at most ten 1-gallon containers of acid and ten 1-gallon containers of chlorine for pool use maintained onsite. The City's Fire and County's Health Departments did not express concerns with the Applicant's Use.

Staff recommends approval of the Conditional Use Permit for the Applicant, with the conditions/ restrictions proposed by staff and as discussed in this report.

**Councilmember Sofer** asked if the applicant is required to have placards.

6:07 P.M. Floor opened for Public Comment.

Applicant, **Dominco Garneri**, addressed the Council's question by saying he is not required to have placards with the amount of chemicals he will have onsite.

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

Motion to approve the Sand City **Resolution** Approving Conditional Use Permit 638 for San Juan Pools within a Portion of a Commercial Unit at 756 California Avenue was made by Councilmember Blackwelder, seconded by Councilmember Hawthorne. AYES: Councilmembers Blackwelder, Carbone, Hawthorne, Sofer. ABSTAIN: Councilmember Cruz. NOES: None. ABSENT: None. Motion carried.

*Councilmember Cruz remained removed from the dais due to a possible conflict by residing within 500 feet of the subject property.*

**C. Consideration of City Resolution Approving Conditional Use Permit 639 for Kelly Print Plus, LLC within a Commercial Unit at 756 California Avenue**

City Planner, **Charles Pooler**, presented the item. An application was submitted by Jeffery and Paula Johnson of Kelly Print Plus, LLC for conditional use permit approval regarding office and product storage for their printer brokerage firm within a portion of a new commercial building at 756 California Avenue, Unit A. The Applicant proposes to utilize the entire 3,531 square foot commercial unit for

office and product storage for their printing brokerage firm. Products would be shipped to the Subject Property from individual manufacturers/ printers and then stored by the Applicant until either picked up by, or delivered to, clients. Finished products include brochures, wearables, business cards, and other various printed items. The Applicant will not do printing or item production on-site; rather, the Applicant acts as a liaison between clients and print shops. There are no company vehicles to be stored/ parked at the Subject Property with exception to daytime employee person vehicle parking.

Staff typically recommends, as a permit condition, commercial activities between 7:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 5:00 PM on Saturdays to minimize impact(s) upon residential dwellings. A total of five off-street parking spaces required. These five spaces are sufficient to accommodate the estimated four on-site employees and any customer/ patron that may visit the site with parking left over.

Staff does not anticipate negative impacts from the Applicant's Use. The office and product storage with shipments and deliveries are considered benign activities that do not produce excessive detrimental noise, vibrations, dust, fumes, particulate, or the like.

Staff recommends approval of the Conditional Use Permit for the Applicant, with the conditions/ restrictions proposed by staff and as discussed in this report.

**Councilmember Hawthorne** asked to address the amount of onsite traffic expected.

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

The applicant responded to the Council's question by saying there will rarely be any customers onsite.

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

Motion to approve the Sand City **Resolution** Approving Conditional Use Permit 639 for Kelly Print Plus, LLC within a Commercial Unit at 756 California Avenue was made by Councilmember Hawthorne, seconded by Councilmember Sofer. AYES: Councilmembers Blackwelder, Carbone, Hawthorne, Sofer. ABSTAIN: Councilmember Cruz. NOES: None. ABSENT: None. Motion carried.

*Councilmember Cruz returned to the dais.*

## **AGENDA ITEM 9 NEW BUSINESS**

- A. Consideration of Successor Agency RESOLUTION Approving an Administrative Budget for Fiscal Year July 2020 through June 2021**

City Manager, **Aaron Blair**, presented the item. The Administrative Budget for the Recognized Obligation Payment Schedule (ROPS) is brought to the Successor Agency Board once per year for approval before seeking approval from the County Oversight Board and then from the Department of Finance.

The Administrative Budget totals approximately \$155,000. Staff is requesting the Agency Board approve the attached budget.

6: 19 P.M. Floor opened for Public Comment.

There were no comments from the public.

6:19 P.M. Floor closed to Public Comment.

Motion to approve the Successor Agency **Resolution** Approving an Administrative Budget for Fiscal Year July 2020 through June 2021 was made by Councilmember Blackwelder, seconded by Councilmember Sofer. AYES: Councilmembers Blackwelder, Carbone, Cruz, Hawthorne, Sofer. ABSTAIN: None. NOES: None. ABSENT: None. Motion carried.

**B. Consideration of Successor Agency RESOLUTION Approving the Recognized Obligation Payment Schedule (ROPS) for July 2020 through June 2021 (ROPS 20-21A and ROPS 20-21B)**

City Manager, **Aaron Blair**, presented the item. The Recognized Obligation Payment Schedule (ROPS 20-21) covers the period from July 1, 2020 through June 30, 2021. The total requested is \$1,438,051.

6:21 P.M. Floor opened for Public Comment.

There were no comments from the public.

6:21 P.M. Floor closed to Public Comment.

Motion to approve the Successor Agency **Resolution** Approving the Recognized Obligation Payment Schedule (ROPS) for July 2020 through June 2021 (ROPS 20-21A and ROPS 20-21B) was made by Councilmember Hawthorne, seconded by Councilmember Sofer. AYES: Councilmembers Blackwelder, Carbone, Cruz, Hawthorne, Sofer. ABSTAIN: None. NOES: None. ABSENT: None. Motion carried.

*Councilmember Cruz stepped down from the dais due to a possible conflict by residing within 500 feet of the subject property.*

**C. Consideration and Discussion regarding the South of Tioga Park**

### **Dedication/ In-lieu Fee Requirement**

The developer was unable to attend and so requested the item be continued.

Motion to continue the Consideration and Discussion regarding the South of Tioga Park Dedication/ In-lieu Fee Requirement was made by Councilmember Sofer, seconded by Councilmember Hawthorne. AYES: Councilmembers Blackwelder, Carbone, Hawthorne, Sofer. ABSTAIN: Councilmember Cruz. NOES: None. ABSENT: None. Motion carried.

*Councilmember Cruz returned to the dais.*

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

**Councilmember Sofer** advised the Council that there will be no Seaside/ Sand City Chamber of Commerce meeting in December.

#### **E. Consideration of Cancelling Future City Council Meeting**

PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for January 7, 2020 to minimize conflict with the Christmas and New Year's Holiday closure of City Hall, December 24, 2019- January 1, 2020

Motion to cancel the January 7, 2020 City Council meeting was made by Councilmember Blackwelder, seconded by Councilmember Hawthorne. AYES: Councilmembers Blackwelder, Carbone, Cruz, Hawthorne, Sofer. ABSTAIN: None. NOES: None. ABSENT: None. Motion carried.

#### **F. Upcoming Meetings/ Events**

**Vibeke Norgaard** requested a seat at the upcoming Art Council for Monterey County Champion of the Arts Gala.

### **AGENDA ITEM 10 CLOSED SESSION**

6:30 PM

#### **A. City Council/ Successor Agency Board to adjourn to Closed Session regarding:**

- 1) Conference with legal counsel – Significant exposure to litigation pursuant Gov. Code Section 54956.9(d)(2): (1 case)
- 2) Conference with legal counsel – Existing litigation (Gov. Code Section 54956.9(d)(1); *Gonzales, LLL et al. v. Monterey Peninsula Unified; City of Sand City and Dennis Alexander*, Case No. 19CV000828

6:42 PM

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

There was no action taken or direction given in Closed Session.

**AGENDA ITEM 11 ADJOURNMENT**

Motion to adjourn the City Council meeting was made by Councilmember Blackwelder, seconded by Councilmember Hawthorne to the next regularly scheduled Council meeting on Tuesday, January 21, 2020 at 5:30 P.M. There was consensus of the Council to adjourn the meeting at 6:42 P.M.

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Linda K. Scholink, City Clerk

**AGENDA ITEM**

**6C**



**CITY OF SAND CITY**

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**STAFF REPORT**

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**DECEMBER 16, 2019**  
**(For City Council Review on January 21, 2020)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Re-Appointments to Design Review Committee**  
**(Paul Davis & Elizabeth "Libby" Sofer)**

**BACKGROUND**

Membership on the Sand City Design Review Committee (DRC) is for 2-year intervals. Three of the five DRC members' terms are due to expire at the end of January. These individuals are Paul Davis (acting Committee Chairman), Libby Sofer, and Don Davis. Don Davis and Elizabeth Sofer were originally appointed in 2017 to complete the 2-year terms of Todd Kruper and Chuck Lindberg, and were thereafter reappointed in 2018. The terms for all three members are scheduled to expire on January 31, 2020. Don Davis informed staff (via email on 12-16-19) that he is resigning and does not seek reappointment. His service and contributions are appreciated. Staff will endeavor to find a replacement. Paul Davis and Libby Sofer have served diligently and have positively contributed towards the development and revitalization efforts of Sand City.

**RECOMMENDATION**

Staff recommends the approval of the attached resolution, reappointing Paul Davis and Libby Sofer to the Design Review Committee for a 2-year term, to terminate on January 31, 2022.

**Attachment:**

Draft Resolution to reappoint two DRC members for 2-year term.

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2020

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY MAKING  
RE-APPOINTMENTS TO THE DESIGN REVIEW COMMITTEE  
(Paul Davis & Elizabeth Sofer)**

**WHEREAS**, the City's Design Review Committee (DRC) is responsible for performing architectural review of developments, signs, and other design oriented considerations, consisting of at least five (5) committee members in order to function and impart a fair and balanced review of design applications; and

**WHEREAS**, DRC member Paul Davis has successfully completed another 2-year term of office, also serving as the Committee's Chairperson, on the Sand City DRC, whose membership is due to expire on January 31, 2020; and

**WHEREAS**, Elizabeth Sofer and Don Davis were appointed to the DRC in 2017 to complete the terms for Chuck Lindberg and Todd Kruper, and were then reappointed to the DRC for another two full years that are scheduled to expire on January 31, 2020; and

**WHEREAS**, Don Davis, who effectively served on the DRC, informed staff on December 16, 2019, via email, that he is resigning from the DRC, resulting in a vacancy in that position that will be filled at a future date and action; and

**WHEREAS**, Paul Davis and Elizabeth Sofer have been effective and conscientious reviewers of development projects within Sand City during their terms; and

**WHEREAS**, Paul Davis and Elizabeth Sofer have expressed their interest in continuing their membership and participation on the DRC.

**NOW, THEREFORE, BE IT RESOLVED** by the Sand City Council that Paul Davis and Elizabeth Sofer are hereby re-appointed to the DRC for a two (2) year term to expire on January 31, 2022.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_ day of January, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

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

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

# AGENDA ITEM

6D

CITY OF SAND CITY

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STAFF REPORT

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DECEMBER 16, 2019  
(For City Council meeting of January 21, 2020)

**TO:** Design Review Committee (DRC)  
**FROM:** Charles Pooler, City Planner  
**SUBJECT:** Christopher Barlow for appointment to DRC

**BACKGROUND**

The Design Review Committee (DRC) once again this year has one (1) vacancy after the resignation of Don Davis on December 16, 2019 (via email notification). Don Davis was appointed as a replacement member in July of 2017. Earlier this year a notice was put out on the American Institute of Architects Monterey Bay (AIAMB) chapter network by DRC chairman Paul Davis asking for architect and design professionals that would be interested in volunteering. That effort resulted in two respondents: 1) John Lewis and 2) Christopher Barlow. Of these two candidates, the City Council appointed John Lewis due to his contractor experience and background to complete Andy Briant's term until January of 2021, with potential full 2-year term reappointments thereafter. After Don Davis' recent resignation, staff contacted Mr. Barlow to see if he still had an interest in being on the Committee. Mr. Barlow immediately responded that he still was interested.

**DISCUSSION**

DRC Terms of Service:

Appointees to the DRC serve for 2-year terms, three positions assigned on even years and two positions on odd years. DRC members holding positions can be reappointed an unlimited number of times, at the discretion of the City Council. Committee member terms are as follows:

- |                                   |                               |
|-----------------------------------|-------------------------------|
| <u>2018 to 2020 (even years):</u> | <u>2019-2021 (odd years):</u> |
| ● Paul Davis                      | ● Greg Hawthorne              |
| ● Elizabeth Sofer                 | ● John Lewis                  |
| ● Don Davis (resigned & vacant)   |                               |

In replacing a resigned member, the new appointee would finish the remaining term. Don Davis's position expires on January 31, 2020. By appointing a replacement to commence on February 1, 2020 for Don Davis would constitute a full 2-year term.

The DRC currently consists of two residents (who are also City Council Members), one professional designer/contractor, and one professional architect. Having another design

professional with practical architectural experience on the Committee would be a tremendous source of relative knowledge that would benefit the Committee and the City. Furthermore, appointing someone from outside the City will also help avoid the Fair Political Practices Commission (FPPC) 500-foot 'conflicts' rule that already impacts Elizabeth Sofer and Greg Hawthorne who live in close proximity to one another that exasperates quorum issues for projects within 500-feet of their residences and properties.

According to the Municipal Code, the DRC is to consist of a minimum of five (5) members appointed by the City Council, but the DRC can have more than 5 members. However, it is important to keep the voting pool to an odd number of members to avoid stalemate votes. Staff recommends keeping the DRC to 5 members only.

DRC Review/Discussion:

The DRC did review and discuss the qualifications of Mr. Barlow at their August 9, 2019 meeting; and it was the consensus that Mr. Barlow had the qualifications to serve and positively contribute to the Committee.

Preferred Qualifications:

Ideally, a DRC member would have 1) a practical background and experience in architectural and/or landscape design, 2) the ability to read and understand basic design plans (site plan, elevations, floor plans), 3) the ability to conduct oneself appropriately during public hearings and discussions, and 4) a flexible schedule enabling attendance of DRC meetings that are scheduled on an "as needed" basis. A member must also be willing to abide by all of the FPPC regulations and perform the required 2-hour (minimum) 'ethics training' every two years during appointment to the DRC.

**RECOMMENDATION**

Mr. Barlow is a professional architect of a local Peninsula architectural firm, who has years of professional architectural and design experience that can positively contribute to the DRC. Therefore, staff recommends **APPROVAL** of the resolution to appoint Christopher Barlow to the DRC for a 2-year term (February 1, 2020 to January 31, 2022).

This concludes staff's report.

**EXHIBIT(S):**

- A) Christopher Barlow letter of interest and website excerpt (previously presented to City Council on August 20, 2019).

**ATTACHMENT(S):**

- 1) Draft Resolution to appoint Christopher Barlow to the DRC for a full 2-year term



## Letter of Interest

RECEIVED

JUL 25 2019

CITY OF SAND CITY

To: Mayor Mary Ann Carbone, City Hall, 1 Pendergrass Way, Sand City, CA 93955

From: Christopher Barlow, WR&D Architects, LLP

CC: Chuck Pooler, City Planner: Chuck@SandCityCA.org

Date: 7/25/2019

Re: **Sand City Design Review Committee (DRC) position**

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Dear Mayor Carbone,

This document is my letter of interest for the currently vacant position for Sand City's Design Review Committee. I have lived on the Monterey Peninsula for over a decade and my perceptions of Sand City have matured dramatically over that time. My initial impression of Sand City was the unfortunate stereotype of a confederacy of shopping centers. Since then, my perception has grown to the understanding that Sand City is in fact one of the most dynamic communities on the Monterey Peninsula, one that blends art, urban experimentation, and design in an inclusive and beautiful environment. With that in mind, I would be honored with the opportunity to be play a role in the continued growth, evolution, and success of your city and its occupants.

I understand that this position requires a design professional of good standing. I am a Principal at Wald, Ruhnke and Dost Architects in Monterey and a licensed architect in the states of California, Idaho, and Washington. My specialties include evidence-based design, sustainability, and historic renovation and adaptive reuse. I attended the University of California at Berkeley where I received a Bachelor of Arts degree with a focus in architecture. I hold certifications with the National Council of Architectural Registration Boards (NCARB), The Center for Health Design's Evidence-Based Design Accreditation and Certification (EDAC) and I am a LEED Accredited Professional.

My current volunteer experience includes serving as a member of the Historic Preservation Committee for the City of Monterey and as a trustee on the Monterey County Hospitality Association's Health and Welfare trust. While this keeps me fairly busy, I can definitely meet the demands of the Sand City's Design Review Committee and have no problem with being available for about half a dozen Friday meetings per year.

I appreciate your consideration of my interest in this position, and I look forward to serving the Sand City community.

A handwritten signature in black ink, appearing to read 'C. Barlow', written in a cursive style.

-Christopher Barlow



# Christopher Barlow

As a principal partner for WRD Architects since 2014, Christopher promotes community design excellence on a regional scale. He leads the firm's healthcare, mixed-use and historic projects with specialties in evidence-based design, sustainability, and adaptive reuse.

**Role:** Principal

**Licenses:**

- Licensed Architect, State of California & Washington
- Leadership in Energy and Environmental Design Accredited Professional (LEED-AP)
- Evidence-based Design Accreditation and Certification (EDAC)

**Community Involvement:**

- City of Monterey, Historic Preservation Committee
- Trustee, Monterey County Hospitality Association Health and Welfare Trust
- Subject Matter Expert (SME), California Office of Professional Examination Services (OPES)
- Otter Bay Water Polo Foundation

**Inspiration:** Creating designs that empower the people that inhabit them, along with a sense of grace and wonder that is wholly in tune with the beauty of our West Coast region.



CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_ , 2020

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY  
MAKING NEW APPOINTMENT OF CHRIS BARLOW TO  
THE SAND CITY DESIGN REVIEW COMMITTEE  
UNTIL JANUARY OF 2022**

**WHEREAS**, the Sand City Design Review Committee (the "DRC") is a body appointed by the City Council of Sand City that conducts architectural, sign, and site design review of development projects in Sand City and participates in other design issues for the City, which consists of at least five (5) Committee Members in order to function and impart fair and balanced reviews of application projects; and

**WHEREAS**, Committee Member Don Davis officially resigned on December 16, 2019 creating a vacancy on the DRC just prior to the January 31, 2020 expiration of his 2-year term; and

**WHEREAS**, Chris Barlow, Principle architect at WRD Architects in Monterey, has expressed an interest in participating on the City's DRC, and has years of professional architectural and design experience that can positively contribute to the DRC; and

**WHEREAS**, Chris Barlow is sufficiently able to function and serve on the DRC to complete a full 2-year term that would expire on January 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Sand City Council that Chris Barlow be newly appointed to the DRC, replacing Don Davis's term from February 1, 2020 to January 31, 2022.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_ day of January, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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

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



**AGENDA ITEM**

**6E**

**INTER**

# MEMORANDUM

**OFFICE**

**To:** City Council/Agency Board Members  
**From:** Director of Administrative Services  
**Subject:** Financial Reports  
**Date:** November 20, 2019



Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of September 2019.

**A. City of Sand City Reports**

1. Balance Sheet Report for September 2019.
2. Revenue received in the month of September 2019-Total \$ 578,762.96  
(This total includes transfers).  
Month End Cash Register Activity Report for September 2019.
3. Expenditures paid for in the month of September 2019-Total \$ 250,809.84  
Month End September 2019 Accounts Payable Report  
This shows all City Expenditures (excluding employee payroll)  
The Payroll figure listed below includes the Employee's and the City Council.  
Payroll \$ 143,179.58  
Payroll taxes \$ 42,290.57
4. Current City Balances as of September 30, 2019.  
Total \$ 7,945,993.66  
Restricted & unrestricted  
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$988,000 in CD's ranging from 6 months to 3 years.

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

1. Balance Sheet Report for September 2019
2. Revenue received in the month of September - Total \$ 185.03  
Month End Cash Register Activity Report for September 2019.
3. Expenditures paid for in the month of September 2019 Total \$ 2,100.00  
Month End Cash Disbursement Report for September, 2019
4. Current Successor Agency Balances as of September 30, 2019  
Total \$ 1,878,789.40 restricted and unrestricted (Includes Rabobank and Bond CD's).

- In addition to the City and Successor Agency balances, there is a total of
- \$ 225,163.32 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

**NOTES TO THE FINANCIAL REPORT**

**Special City Notes for September 2019**

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of September 2019 are listed below. Many of the receipts received this month were for business license renewals.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
9/30/19	23870	State of California	\$172,012.10	Transaction Tax Received
9/30/19	23871	State of California	\$205,086.23	Sales Tax Received

**Transfers**

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
9/27/19	23873	LAIF	\$100,000.00	Transfer to City Checking

Month End Cash Disbursement Report - Special or Major Expenses for the Month of September 2019 are explained below

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
34019	Meyers Nave Riback Silver	\$ 5,130.00	July SOT Attorney Services
34042	Creegan & D'Angelo	\$ 13,029.00	July SOT Engineering Services
34057	Vibeke Norgaard	\$ 19,736.10	August Attorney Services
34092	Creegan & D'Angelo	\$ 18,685.00	July SOT Engineering Services
34095	Hayashi & Wayland	\$ 16,734.37	August Auditing Services
34098	Liebert Cassidy Whitmore	\$ 4,815.00	Personnel Attorney Services

**Successor Agency Notes for September 2019**

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of September 2019 are listed below. There were no special or major receipts.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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**Transfers**

There were no transfers this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Month End Cash Disbursement Report-Special or Major Expense for the Month of September 2019 is explained below. There were no special or major expenses this month.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
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If you have any questions or concerns regarding the above reports, please let me know before the Council meeting.

# City of Sand City

REPORT.: 11/01/19  
 RUN....: 11/01/19  
 Run By.: LINDA

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

PAGE: 001  
 ID #: GLBS  
 CTL.: SAN

Ending Calendar Date.: September 30, 2019 Fiscal (03-20)

Assets			Acct ID
Cash Clearing Checking Account	440,697.97	99	1001
General Fund HOUSING ACCT 2- HOLDING TO TRN	341,685.85	10	1002
General Fund HOUSING ACCT. FROM SERAF SA	213,904.55	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,451.61	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	6,522,376.73	10	1008
General Fund Fair market value adjustments	15,105.36	10	1009
General Fund Investment CD	164,876.95	10	1020
General Fund Pro Equities Money Market	64,710.24	10	1080
General Fund Pro Equities CD's	985,000.00	10	1081
General Fund Cash Balance	370,654.08	10	1099
Gas Tax - 2105 Cash Balance	4,141.16	31	1099
Traffic Safety Cash Balance	246.71	35	1099
RMRA -Road M&R Cash Balance	10,098.53	37	1099
TAMC X TSIPF Cash Balance	55,557.37	38	1099
Cash Clearing Cash Balance	-440,697.97	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	116,961.00	10	1112
General Fund Sales Tax Receivable	2,020.08	10	1115
General Fund TRANSACTION TAX RECEIVABLE	-635.95	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	4,080,348.08	70	1280
Gen. Fixed Asst PROP 68 - CALABRESE PARK	20,169.04	60	1286
Gen. Fixed Asst CDBG Calabrese Park Update	948.00	60	1287
Gen. Fixed Asst CIP- Wells	156,567.73	60	1288
Gen. Fixed Asst CIP-CITY ENTRANCE PROJECT	1,312.00	60	1289
Gen. Fixed Asst Land	1,837,193.95	60	1290
Gen. Fixed Asst Land Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	567,289.39	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,538,775.38	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,577,851.59	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	5,155,456.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-7,888,249.72	60	1300
General LTD Act Deferred Outflow- Pers contrib	690,963.74	70	1400
General LTD Act Deferred Outflow- Actuarial	1,047,036.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTS	78,451.00	70	1500
-----			
Total of Assets ---->	36,510,060.95		36,510,060.95
=====			

Liabilities

REPORT.: 11/01/19  
 RUN....: 11/01/19  
 Run By.: LINDA

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

PAGE: 002  
 ID #: GLBS  
 CTL.: SAN

Ending Calendar Date.: September 30, 2019 Fiscal (03-20)

Liabilities

			Acct ID
General Fund STRONG MOTION	473.56	10	2010
General Fund SB1473-COUNTY PERMIT ASSESMEN	70.00	10	2012
General Fund GHANDOUR TAMC IMPACT FEE	542,222.00	10	2013
General Fund SCSD- SEWER CAPACITY STUDY	1,200.00	10	2014
General LTD Act Compensated Absences	607,598.39	70	2020
General LTD Act NET OBEP LIABILITY/ASSET	-494,423.00	70	2025
General Fund DEFERRED REVENUE	3,468.91	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	-27,128.37	10	2059
General LTD Act capital lease-police radios	121,427.99	70	2070
General LTD Act STREET SWEEPER-CAPTIAL LEASE	36,353.20	70	2071
General Fund Federal Income Tax Withheld	-832.13	10	2100
General Fund State Income Tax Withheld	-293.37	10	2110
General Fund State Mandated CASP Fee	151.30	10	2115
General Fund FICA/Medicare	-136.10	10	2120
General Fund Health Insurance	16,102.19	10	2150
General Fund Dental/Vision	124.68	10	2160
General Fund POLICE ASSOC. DUES	1,330.00	10	2180
General Fund PERS 457 DEFERRED COMP PLAN	-1,483.25	10	2190
General Fund PEPRA RETIREMENT %	2,300.36	10	2191
General Fund AFLAC PRE TAX	729.10	10	2195
General Fund AFLAX-AFTER TAX	244.56	10	2196
General Fund PERS SURVIVOR BENEFIT	42.00	10	2197
General LTD Act Net Pers Liability	4,332,942.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	396,500.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTURARIALS	68,454.00	70	2505
<hr/>			
Total of Liabilities ---->	6,382,205.69		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	18,324,583.43	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	1,086.15	31	3400
Traffic Safety Unappropriated Fund Balance	134.47	35	3400
RMRA -Road M&R Unappropriated Fund Balance	8,863.08	37	3400
TAMC X TSIPF Unappropriated Fund Balance	55,557.37	38	3400
Gen. Fixed Asst Unappropriated Fund Balance	-692,185.35	60	3400
General LTD Act Unappropriated Fund Balance	827,945.73	70	3400
Gen. Fixed Asst Investment in Fixed Assets	11,674,169.05	60	3600
Gen. Fixed Asst CAPITAL LEASE	337,830.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-840,129.08		
<hr/>			
Total of FUND Balances ---->	30,127,855.26		36,510,060.95

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 RUN....: 11/01/19  
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City of Sand City  
 Balance Sheet Report  
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Total of Assets ----> 36,510,060.95 36,510,060.95  
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Liabilities

REPORT.: 11/01/19  
 RUN....: 11/01/19  
 Run By.: LINDA

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

PAGE: 002  
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<hr/>			
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Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-19	09/04/19	23777	C	Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 4TH QUARTER 2018 Receipt Date: 09/04/19	Db:	99 1001	1440.15
					Mis	TUT01	TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 2ND QUARTER 2019 Receipt Date: 09/04/19 STATE OF CALIFORNIA Issued...: TO (DEVON ) Sep 04 2019 03:30 pm Devon	Cr: Db:	10 1116 99 1001	-1006.80
			23778	C	Mis	REN01	RENTAL INCOME SEPTEMBER 2019 CELL TOWER RENT Receipt Date: 09/04/19 Paid by: CROWN CASTLE	Cr:	10 4740 00	1425.78
					Mis	COA01	Issued...: TO (DEVON ) Sep 04 2019 09:14 am Devon COASTAL PERMIT COASTAL DEVELOPMENT PERMIT APPLICATION Receipt Date: 09/04/19 Paid by: MARIANNA PARISE	Cr: Db:	10 4120 05 99 1001	500.00
			23780	C	Mis	COPS	Issued...: TO (DEVON ) Sep 04 2019 09:15 am Devon COPS GRANT JULY 2019 COPS GRANT Receipt Date: 09/04/19 Paid by: COUNTY OF MONTEREY	Cr: Db:	10 4069 08 99 1001	8333.37
					Mis	UUT	Issued...: TO (DEVON ) Sep 04 2019 09:15 am Devon UTILITY USERS TAX JULY 2019 UUT Receipt Date: 09/04/19 Paid by: P.G. & E.	Cr: Db:	10 4025 00 99 1001	9910.05
			23782	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:15 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	150.00
					Mis	BL02	BUSINESS LIC LATE CH Receipt Date: 09/04/19	Cr: Db:	10 4060 00 99 1001	37.50
					Mis	CAS90	FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 2115 99 1001	.40
			23783	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:16 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	260.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 2115 99 1001	.40
			23784	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:16 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	161.99
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 2115 99 1001	.40
			23785	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:17 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	226.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 2115 99 1001	.40
			23786	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:18 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 2115 99 1001	.40
			23787	C	Mis	BL01	Issued...: TO (DEVON ) Sep 04 2019 09:18 am Devon BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4055 00 99 1001	275.47
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Cr: Db:	10 4033 00 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: SAROYAN CONSTRUCTION	Cr: Db:	10 2115 99 1001	.40

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L	Posting	Amt	Paid
000	09-19	09/04/19	23788	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: SIGNWORKS Issued...: T0 (DEVON ) Sep 04 2019 09:19 am Devon	Lazzarino	Db: 99 1001		543.68
											Cr: 10 4055 00	
			23789	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/04/19 Paid by: SURFACES PAINTING Issued...: T0 (DEVON ) Sep 04 2019 09:19 am Devon	Lazzarino	Db: 99 1001		349.27
											Cr: 10 4055 00	
			23790	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: JERSEYS SUBS Issued...: T0 (DEVON ) Sep 04 2019 09:20 am Devon	Lazzarino	Db: 99 1001		277.94
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23791	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: JERSEYS SUBS Issued...: T0 (DEVON ) Sep 04 2019 09:20 am Devon	Lazzarino	Db: 99 1001		377.93
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23792	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: CYRUS MORSE CONSTRUCTION Issued...: T0 (DEVON ) Sep 04 2019 09:20 am Devon	Lazzarino	Db: 99 1001		161.72
											Cr: 10 4055 00	
					Mis	BL02		BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		40.43
											Cr: 10 4060 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23793	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: DISCOUNT SCREEN PRINTING Issued...: T0 (DEVON ) Sep 04 2019 09:21 am Devon	Lazzarino	Db: 99 1001		929.41
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23794	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: GILS GOURMET Issued...: T0 (DEVON ) Sep 04 2019 09:21 am Devon	Lazzarino	Db: 99 1001		10869.86
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23795	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: HOMEGOODS Issued...: T0 (DEVON ) Sep 04 2019 09:21 am Devon	Lazzarino	Db: 99 1001		15063.33
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23796	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: MARSHALLS Issued...: T0 (DEVON ) Sep 04 2019 09:22 am Devon	Lazzarino	Db: 99 1001		25.00
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		.40
											Cr: 10 2115	
			23797	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: REALTY INCOME Issued...: T0 (DEVON ) Sep 04 2019 09:22 am Devon	Lazzarino	Db: 99 1001		150.00
											Cr: 10 4055 00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19	Lazzarino	Db: 99 1001		3.60
											Cr: 10 4033 00	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	09-19	09/04/19	23797	C					
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/04/19 Paid by: VIVINT Issued...: T0 (DEVON ) Sep 04 2019 09:23 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
								Day 09/04/19 Total ---->	50708.08
	09/06/19	23798	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/19 Paid by: CALIFORNIA PREMIER RESTORATION Issued...: T0 (DEVON ) Sep 06 2019 02:43 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00	250.00
		23799	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/19 Paid by: CALIFORNIA PREMIER RESTORATION Issued...: T0 (DEVON ) Sep 06 2019 02:43 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00	150.00
					Mis	BL02	BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/19	Db: 99 1001 Cr: 10 4060 00	37.50
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/19	Db: 99 1001 Cr: 10 4033 00	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/19 Paid by: CHRISTINES CREATIVE GARDENS Issued...: T0 (DEVON ) Sep 06 2019 02:44 pm Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		23800	C	Mis	02103		GAS TAX 2103 AUGUST 2019 HIGHWAY USERS TAX Receipt Date: 09/06/19	Db: 99 1001 Cr: 31 4305 11	343.22
					Mis	02105	GAS TAX - 2105 31 AUGUST 2019 HIGHWAY USERS TAX Receipt Date: 09/06/19	Db: 99 1001 Cr: 31 4305 11	190.01
					Mis	02106	GAS TAX - 2106 32 AUGUST 2019 HIGHWAY USERS TAX Receipt Date: 09/06/19	Db: 99 1001 Cr: 31 4305 11	470.68
					Mis	02107	GAS TAX - 2107 33 AUGUST 2019 HIGHWAY USERS TAX Receipt Date: 09/06/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON ) Sep 06 2019 02:44 pm Devon Lazzarino	Db: 99 1001 Cr: 31 4305 11	97.97
		23801	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SC1900928 Receipt Date: 09/06/19 Paid by: LEXIS NEXIS Issued...: T0 (DEVON ) Sep 06 2019 02:45 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4560 08	10.00
		23802	C	Mis	WEST		WEST END REVENUE 2019 WEST END FRIDAY NIGHT TICKETS Receipt Date: 09/06/19 Paid by: TIX, INC. Issued...: T0 (DEVON ) Sep 06 2019 02:45 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4500 00	4075.00
								Day 09/06/19 Total ---->	5628.38
	09/13/19	23808	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8176 Receipt Date: 09/13/19 Paid by: DANIEL TORREZ Issued...: T0 (DEVON ) Sep 13 2019 09:32 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		23809	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8285 Receipt Date: 09/13/19 Paid by: DOUGLAS HENDRICKS Issued...: T0 (DEVON ) Sep 13 2019 09:33 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		23810	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8354 Receipt Date: 09/13/19 Paid by: UNKNOWN Issued...: T0 (DEVON ) Sep 13 2019 09:33 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		23811	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8257 Receipt Date: 09/13/19 Paid by: NATASSJA AGUIRRE Issued...: T0 (DEVON ) Sep 13 2019 09:33 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		23812	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8168 Receipt Date: 09/13/19 Paid by: RHONDA SOUTHWORTH Issued...: T0 (DEVON ) Sep 13 2019 09:34 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	100.00
		23813	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8282 Receipt Date: 09/13/19 Paid by: MARIA OGNEVA Issued...: T0 (DEVON ) Sep 13 2019 09:34 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		23814	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8169 Receipt Date: 09/13/19 Paid by: JANINA ETTER Issued...: T0 (DEVON ) Sep 13 2019 09:34 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	100.00
		23815	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8171 Receipt Date: 09/13/19 Paid by: ADAM NEAL Issued...: T0 (DEVON ) Sep 13 2019 09:34 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	100.00
		23816	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8178 Receipt Date: 09/13/19 Paid by: IMPORT AUTO REPAIR	Db: 99 1001 Cr: 10 4221 08	100.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-19	09/13/19	23817	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8179 Receipt Date: 09/13/19 Paid by: AJRL TRUCKING Issued...: T0 (DEVON ) Sep 13 2019 09:35 am Devon	Lazzarino	Db: 99 1001	80.00
									Cr: 10 4221 08	
			23818	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8261 Receipt Date: 09/13/19 Paid by: KEVIN JEWELL Issued...: T0 (DEVON ) Sep 13 2019 09:35 am Devon	Lazzarino	Db: 99 1001	75.00
									Cr: 10 4221 08	
			23819	C	Mis	UUT	UTILITY USERS TAX AUGUST 2019 UUT Receipt Date: 09/13/19 Paid by: PILOT POWER GROUP Issued...: T0 (DEVON ) Sep 13 2019 09:35 am Devon	Lazzarino	Db: 99 1001	289.24
									Cr: 10 4025 00	
			23820	C	Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	146.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	.40
			23821	C	Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	205.79
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE BALANCE Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	.40
			23822	C	Mis	WEST	Issued...: T0 (DEVON ) Sep 13 2019 09:36 am Devon WEST END REVENUE 2019 WEST END FRIDAY NIGHT TICKETS Receipt Date: 09/13/19 Paid by: PETERSON BUSINESS SERVICE	Lazzarino	Db: 99 1001	166.50
									Cr: 10 4500 00	
			23823	C	Mis	UUT	UTILITY USERS TAX AUGUST 2019 UUT - GAS Receipt Date: 09/13/19 Paid by: CALPINE ENERGY Issued...: T0 (DEVON ) Sep 13 2019 09:37 am Devon	Lazzarino	Db: 99 1001	57.13
									Cr: 10 4025 00	
			23824	C	Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/13/19	Lazzarino	Db: 99 1001	.40
			23825	C	Mis	WEST	Issued...: T0 (DEVON ) Sep 13 2019 09:37 am Devon WEST END REVENUE 2019 WEST END DONATION Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	5000.00
									Cr: 10 4500 00	
			23826	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:38 am Devon DBO DEVELOPMENT REIMBURSE CITY OF MONTEREY 6/19 STAFF MEETINGS Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	307.38
									Cr: 10 2059	
			23827	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:38 am Devon DBO DEVELOPMENT REIMBURSE POLARIS 4/19 SURVEY FEES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	2118.75
									Cr: 10 2059	
			23828	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:39 am Devon DBO DEVELOPMENT REIMBURSE EMC 6/19 BIO SERVICES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	1118.50
									Cr: 10 2059	
			23829	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:39 am Devon DBO DEVELOPMENT REIMBURSE CREEGAN 6/19 ENGINEER FEES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	3231.00
									Cr: 10 2059	
			23830	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:40 am Devon DBO DEVELOPMENT REIMBURSE CITY OF MONTEREY 5/19 STAFF MEETINGS Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	307.38
									Cr: 10 2059	
			23831	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:40 am Devon DBO DEVELOPMENT REIMBURSE CREEGAN 5/19 ENGINEER FEES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	6480.00
									Cr: 10 2059	
			23832	C	Mis	MS	Issued...: T0 (DEVON ) Sep 13 2019 09:40 am Devon DBO DEVELOPMENT REIMBURSE EMC 5/19 STAFF SUPPORT Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT	Lazzarino	Db: 99 1001	472.18
									Cr: 10 2059	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-19	09/13/19	23833	C	Mis	MS	DBO DEVELOPMENT REIMBURSE EMC 7/19 BIO SERVICES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT Issued..: T0 (DEVON ) Sep 13 2019 09:41 am Devon	Db: 99	1001	391.86
			23834	C	Mis	MS	DBO DEVELOPMENT REIMBURSE EMC 5/19 BIO SERVICES Receipt Date: 09/13/19 Paid by: DBO DEVELOPMENT Issued..: T0 (DEVON ) Sep 13 2019 09:42 am Devon	Db: 99	1001	3699.60
							Day 09/13/19 Total ---->			24908.31
	09/18/19	23835	C	Mis	BUI01		BUILDING PERMIT 4115 PERMITS/FEES FOR 436 ELDER - REROOF Receipt Date: 09/18/19	Db: 99	1001	83.25
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEES FOR 436 ELDER - REROOF Receipt Date: 09/18/19	Cr: 10	4115 05	.50
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEES FOR 436 ELDER - REROOF Receipt Date: 09/18/19	Db: 99	1001	1.00
							Paid by: GREG HAWTHORNE Issued..: T0 (DEVON ) Sep 18 2019 10:22 am Devon	Cr: 10	2012	
		23836	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8167 Receipt Date: 09/18/19	Db: 99	1001	100.00
							Paid by: ELLIS BATTY Issued..: T0 (DEVON ) Sep 18 2019 10:22 am Devon	Cr: 10	4221 08	
		23837	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8170 Receipt Date: 09/18/19	Db: 99	1001	100.00
							Paid by: CHRISTOPHER GARRITY Issued..: T0 (DEVON ) Sep 18 2019 10:22 am Devon	Cr: 10	4221 08	
		23838	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8272 Receipt Date: 09/18/19	Db: 99	1001	40.00
							Paid by: CHAVORN OU Issued..: T0 (DEVON ) Sep 18 2019 10:23 am Devon	Cr: 10	4221 08	
		23839	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8351 Receipt Date: 09/18/19	Db: 99	1001	40.00
							Paid by: STEFANI MANGER Issued..: T0 (DEVON ) Sep 18 2019 10:23 am Devon	Cr: 10	4221 08	
		23840	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8281 Receipt Date: 09/18/19	Db: 99	1001	100.00
							Paid by: MISSY DIAMANT Issued..: T0 (DEVON ) Sep 18 2019 10:23 am Devon	Cr: 10	4221 08	
		23841	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8156 Receipt Date: 09/18/19	Db: 99	1001	40.00
							Paid by: WALKER FIRE Issued..: T0 (DEVON ) Sep 18 2019 10:24 am Devon	Cr: 10	4221 08	
		23842	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Db: 99	1001	1398.11
				Mis	BL02		BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Cr: 10	4055 00	
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Db: 99	1001	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Cr: 10	4033 00	.40
							Paid by: GIUSTINIANI MASONRY Issued..: T0 (DEVON ) Sep 18 2019 10:24 am Devon	Cr: 10	2115	
		23843	C	Mis	UUT		UTILITY USERS TAX AUGUST 2019 UUT - GAS Receipt Date: 09/18/19	Db: 99	1001	.82
							Paid by: VISTA ENERGY Issued..: T0 (DEVON ) Sep 18 2019 10:25 am Devon	Cr: 10	4025 00	
		23844	C	Mis	UUT		UTILITY USERS TAX AUGUST 2019 UUT - GAS Receipt Date: 09/18/19	Db: 99	1001	56.06
							Paid by: TIGER NATURAL GAS Issued..: T0 (DEVON ) Sep 18 2019 10:25 am Devon	Cr: 10	4025 00	
		23845	C	Mis	TRA01		COUNTY/TRAFFIC JULY 2019 TRAFFIC Receipt Date: 09/18/19	Db: 99	1001	105.64
				Mis	CRI01		CRIMINAL PC1463/CITY FINES JULY 2019 TRAFFIC Receipt Date: 09/18/19	Cr: 35	4205 11	
				Mis	POC01		COUNTY/PROOF OF CORR JULY 2019 TRAFFIC Receipt Date: 09/18/19	Db: 99	1001	6.60
				Mis	P172		1/2 TAX POLICE/PROP 172 JULY 2019 TRAFFIC Receipt Date: 09/18/19	Cr: 35	4205 11	
				Mis	REV		COUNTY/REV & RECOVERY JULY 2019 TRAFFIC Receipt Date: 09/18/19	Db: 99	1001	29.76
							Paid by: COUNTY OF MONTEREY Issued..: T0 (DEVON ) Sep 18 2019 10:25 am Devon	Cr: 10	4210 08	
		23846	C	Mis	BL01		BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Db: 99	1001	154.00
								Cr: 10	4055 00	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-19	09/18/19	23846	C			BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Db: 99	1001	37.50
					Mis	BL02	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Cr: 10	4060 00	
					Mis	CAS90	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/18/19 Paid by: SAND CITY FLOORS Issued.: TO (DEVON ) Sep 18 2019 10:26 am Devon	Lazzarino Cr: 10	2115	.40
										Day 09/18/19 Total ----> 3073.90
	09/25/19		23847	C	Mis	REIMB	REIMBURSEMENTS REIMBURSE WINE - COLORADO TRIP Receipt Date: 09/25/19 Paid by: MAYOR CARBONE Issued.: TO (DEVON ) Sep 25 2019 01:47 pm Devon	Lazzarino Db: 99	1001	45.00
					Mis	UNCL	UNCLAIMED PROPERTY UNCLAIMED PROPERTY - #SG1300204 Receipt Date: 09/25/19 Paid by: SAND CITY POLICE EVIDENCE Issued.: TO (DEVON ) Sep 25 2019 01:49 pm Devon	Lazzarino Db: 99	1001	20.00
					Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8268 Receipt Date: 09/25/19 Paid by: UNKNOWN Issued.: TO (DEVON ) Sep 25 2019 01:50 pm Devon	Lazzarino Db: 99	1001	40.00
					Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8360 Receipt Date: 09/25/19 Paid by: HANNA SCHERNECK Issued.: TO (DEVON ) Sep 25 2019 01:51 pm Devon	Lazzarino Db: 99	1001	40.00
					Mis	UUT	UTILITY USERS TAX AUGUST 2019 UUT - GAS Receipt Date: 09/25/19 Paid by: BLUE SPRUCE ENERGY Issued.: TO (DEVON ) Sep 25 2019 01:52 pm Devon	Lazzarino Db: 99	1001	7.51
					Mis	DES01	DESIGN REVIEW FEE SIGN PERMIT APPLICATION Receipt Date: 09/25/19 Paid by: SC WORKS DBA SIGNWORKS Issued.: TO (DEVON ) Sep 25 2019 01:52 pm Devon	Lazzarino Db: 99	1001	50.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% BUSINESS LICENSE CASP FEE Receipt Date: 09/25/19	Cr: 10	4033 00	
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% BUSINESS LICENSE CASP FEE Receipt Date: 09/25/19 Paid by: RINGER ELECTRIC Issued.: TO (DEVON ) Sep 25 2019 01:54 pm Devon	Lazzarino Db: 99	1001	.40
					Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Cr: 10	4055 00	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Cr: 10	4033 00	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19 Paid by: PENINSULA TINT & WINDOW Issued.: TO (DEVON ) Sep 25 2019 01:56 pm Devon	Lazzarino Db: 99	1001	.40
					Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE LATE FEE Receipt Date: 09/25/19	Cr: 10	4055 00	1.00
					Mis	BL02	BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE LATE FEE Receipt Date: 09/25/19 Paid by: PENINSULA TINT & WINDOW Issued.: TO (DEVON ) Sep 25 2019 01:57 pm Devon	Lazzarino Db: 99	1001	37.50
					Mis	MS	AVIANA BUSHNELL OCTOBER 2019 COBRA Receipt Date: 09/25/19 Paid by: AVIANA BUSHNELL Issued.: TO (DEVON ) Sep 25 2019 01:58 pm Devon	Lazzarino Db: 99	1001	52.64
					Mis	CUP01	CONDITIONAL USE PERM CUP APPLICATION - 801B CALIFORNIA/ SALVATION ARMY Receipt Date: 09/25/19 Paid by: WESTERN PACIFIC MACHINING Issued.: TO (DEVON ) Sep 25 2019 02:00 pm Devon	Lazzarino Db: 99	1001	500.00
					Mis	WEST	WEST END REVENUE 2019 WEST END TICKET SALES Receipt Date: 09/25/19 Paid by: SWEET ELENA'S BAKERY Issued.: TO (DEVON ) Sep 25 2019 02:00 pm Devon	Lazzarino Db: 99	1001	1500.00
					Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Cr: 10	4055 00	8755.80
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Cr: 10	4033 00	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19 Paid by: PUBLIC STORAGE Issued.: TO (DEVON ) Sep 25 2019 02:02 pm Devon	Lazzarino Db: 99	1001	.40

Reg	Period	Date	Receipt	T Opr	ID No	Description	G/L Posting	Amt Paid
000	09-19	09/25/19	23860	C Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 4055 00	149.75
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 4033 00	3.60
				Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 2115	.40
			23861	C Mis	UUT	Paid by: PS ORANGE CO., INC Issued.: TO (DEVON ) Sep 25 2019 02:03 pm Devon Lazzarino UTILITY USERS TAX	Db: 99 1001	1.80
						AUGUST 2019 UUT - GAS Receipt Date: 09/25/19 Paid by: SPARK ENERGY Issued.: TO (DEVON ) Sep 25 2019 02:04 pm Devon Lazzarino	Cr: 10 4025 00 Db: 99 1001	
			23862	C Mis	BUI01	BUILDING PERMIT 4115 PERMIT/ FEES - 801 TIOGA AVE/ RENOVATION Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 4115 05	2642.19
				Mis	PLA01	PLAN CHECK FEE 4165 PERMIT/ FEES - 801 TIOGA AVE/ RENOVATION Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 4165 05	1717.42
				Mis	STR01	STRONG MOTION 2010 PERMIT/ FEES - 801 TIOGA AVE/ RENOVATION Receipt Date: 09/25/19	Db: 99 1001 Cr: 10 2010	84.00
				Mis	CBSC	CBSC FEE - SB1473 PERMIT/ FEES - 801 TIOGA AVE/ RENOVATION Receipt Date: 09/25/19 Paid by: COSTCO Issued.: TO (DEVON ) Sep 25 2019 02:06 pm Devon Lazzarino	Db: 99 1001 Cr: 10 2012 Day 09/25/19 Total ---->	12.00 15822.61
	09/27/19		23873	E Mis	LAI01	TRANSFER FROM LAIF TRANSFER FROM LAIF TO CITY CHECKING Receipt Date: 09/27/19 Paid by: TRANSFER FROM LAIF TO CITY CHECKING Issued.: TO (DEVON ) Sep 27 2019 08:48 am Devon Lazzarino	Db: 99 1001 Cr: 10 1008 Day 09/27/19 Total ---->	100000.00 100000.00
	09/30/19		23863	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7643 Receipt Date: 09/30/19 Paid by: A. OULDMIRLI Issued.: TO (DEVON ) Sep 30 2019 10:26 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08 Db: 99 1001	100.00 40.00
			23864	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8118 Receipt Date: 09/30/19 Paid by: MARVIN FRASER Issued.: TO (DEVON ) Sep 30 2019 10:26 am Devon Lazzarino	Cr: 10 4221 08 Db: 99 1001	40.00
			23865	C Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8326 Receipt Date: 09/30/19 Paid by: LUCIA ISARRARAS Issued.: TO (DEVON ) Sep 30 2019 10:27 am Devon Lazzarino	Cr: 10 4221 08 Db: 99 1001	40.00
			23866	C Mis	RMRA	ROAD MAINTENANCE & REHAB AUGUST 2019 RMRA - ROAD MAINT & REHAB Receipt Date: 09/30/19 Paid by: STATE OF CALIFORNIA Issued.: TO (DEVON ) Sep 30 2019 10:27 am Devon Lazzarino	Db: 99 1001 Cr: 37 4306 11	623.32
			23867	C Mis	UUT	UTILITY USERS TAX AUGUST 2019 UUT - ELECTRIC Receipt Date: 09/30/19 Paid by: CONSTELLATION NEW ENERGY Issued.: TO (DEVON ) Sep 30 2019 10:27 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	100.20
			23868	C Mis	UUT	UTILITY USERS TAX AUGUST 2019 UUT - ELECTRIC Receipt Date: 09/30/19 Paid by: MTRY BAY COMMUNITY POWER Issued.: TO (DEVON ) Sep 30 2019 10:28 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	2293.12
			23869	C Mis	BL02	BUSINESS LIC LATE CH FY 19-20 BUSINESS LICENSE LATE FEE Receipt Date: 09/30/19 Paid by: FRANK SIGNS Issued.: TO (DEVON ) Sep 30 2019 10:30 am Devon Lazzarino	Db: 99 1001 Cr: 10 4060 00	37.50
			23870	C Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 1ST QUARTER 2018 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4032 00	231.65
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4032 00	-91.98
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4032 00	3764.86
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4032 00	647.24
				Mis	TUT01	TRANSACTION/USE TAX JULY 2019 CURRENT ADVANCE Receipt Date: 09/30/19 Paid by: STATE OF CALIFORNIA Issued.: TO (DEVON ) Sep 30 2019 10:30 am Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	167600.00
			23871	C Mis	STAX	SALES TAX RECEIVED DISTRIBUTION PRIOR TO 1ST QUARTER 2018 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4030 00	-2179.65
				Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4030 00	-124.53

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	09-19	09/30/19	23871	C			SALES TAX RECEIVED DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4030 00	14997.30
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 09/30/19	Db: 99 1001 Cr: 10 4030 00	629.24
					Mis	STAX	SALES TAX RECEIVED JULY 2019 CURRENT ADVANCE Receipt Date: 09/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON ) Sep 30 2019 10:32 am Devon	Lazzarino Db: 99 1001 Cr: 10 4030 00	189200.00
			23872	C	Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 1ST QUARTER 2018 Receipt Date: 09/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON ) Sep 30 2019 10:33 am Devon	Lazzarino Db: 10 1003 Cr: 10 4032 00	259.69
			23874	C	Mis	HOU01	CITY HOUSING INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK Issued..: TO (DEVON ) Sep 30 2019 12:06 pm Devon	Lazzarino Db: 10 1020 Cr: 10 4413 00	9.21
			23875	C	Mis	CDINT	CD INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK Issued..: TO (DEVON ) Sep 30 2019 12:11 pm Devon	Lazzarino Db: 10 1002 Cr: 10 4413 00	7.32
			23876	C	Mis	HOU02	CITY HOUSING #2 INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK Issued..: TO (DEVON ) Sep 30 2019 12:13 pm Devon	Lazzarino Db: 10 1004 Cr: 10 4411 00	431.85
			23911	C	Mis	OPEB	OPEB INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK Issued..: TO (DEVON ) Sep 30 2019 10:18 am Devon	Lazzarino Db: 99 1001 Cr: 10 4410 00	6.13
			23912	C	Mis	INT01	INTEREST IN CHECKING SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK Issued..: TO (DEVON ) Sep 30 2019 10:21 am Devon	Lazzarino Day 09/30/19 Total ----> Period 09-19 Total ----> Register 000 Total ---->	4.23
									378621.68
									578762.96
									578762.96
									=====
Total of All Registers ---->									578762.96
									=====



Date...: Nov 25, 2019  
 Time...: 2:23 pm  
 Run by.: Linda Scholink

City of Sand City  
 SEPTEMBER 2019 ACCOUNTS PAYABLE

Page: 1  
 List: 0000  
 ID #: PYCPDF

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
034000	RICHARD GARZA	SEPTEMBER 2019 ACCRUAL CASH OUT	09/03/19	970.29
034001	AFLAC	AUGUST 2019 AFLAC PREMIUMS	09/03/19	2045.45
034002	A.T. & T.	JULY 2019 POLICE TRACNET PHONE LINE	09/03/19	214.59
034002	A.T. & T.	JULY 2019 TELEPHONE BILLS	09/03/19	340.32
034003	AVAYA, INC	AUGUST 2019 TELEPHONE LEASE	09/03/19	202.63
034004	CAL-AM WATER	AUGUST 2019 WATER BILL - 1 SYLVAN	09/03/19	98.79
034004	CAL-AM WATER	AUGUST 2019 WATER BILL - 320 ELDER	09/03/19	65.89
034004	CAL-AM WATER	AUGUST 2019 WATER BILL - 525 ORTIZ	09/03/19	38.99
034004	CAL-AM WATER	AUGUST 2019 WATER BILL - 600 DIAS	09/03/19	176.64
034005	CALIFORNIA ASSOC. OF TACTICAL	SWAT TEAM LEADER COURSE - MOUNT	09/03/19	618.00
034006	CANON SOLUTIONS AMERICA, INC.	JULY 2019 COPY MACHINE USAGE	09/03/19	392.03
034007	CALIFORNIA LAW	SEPTEMBER 2019 POLICE LTD PREMIUMS	09/03/19	245.00
034008	CORBIN WILLITS SYSTEMS	SEPTEMBER 2019 TECH SUPPORT FOR MOM	09/03/19	223.74
034009	CALIFORNIA STATE DISBURSEMENT	AUGUST 2019 CHILD SUPPORT - BLACKMON	09/03/19	385.00
034010	DE LAGE LANDEN FINANCIAL SERVI	SEPTEMBER 2019 STREET SWEEPER PAYMENT #47	09/03/19	1522.18
034011	ERICKSON AUTOMOTIVE AND 4X4	COOLING FAN REPLACEMENT FOR POLICE CROWN VICTORIA	09/03/19	530.62
034012	RICHARD GARZA	REIMBURSEMENT FOR 2 PAIR SAFETY BOOTS	09/03/19	112.88
034013	GOLDEN STATE PORTABLES	2019 WEST END PORTABLE RESTROOMS	09/03/19	2970.13
034014	GRANITEROCK CO # 29137	105 BRICKS FOR 2019 WEST END	09/03/19	107.89
034015	HUMANA INSURANCE COMPANY	SEPTEMBER 2019 DENTAL, LIFE AND VISION PREMIUMS	09/03/19	3152.61
034016	IIMC	MEMBERSHIP FEE RENEWAL - HORCA	09/03/19	110.00
034016	IIMC	MEMBERSHIP RENEWAL FEE - SCHOLINK	09/03/19	195.00
034017	LIEBERT CASSIDY WHITMORE	JULY 2019 GENERAL SERVICES/MEURER, CALPERS	09/03/19	888.00
034017	LIEBERT CASSIDY WHITMORE	JULY 2019 PERSONNEL RULES UPDATE SERVICES	09/03/19	1624.00
034017	LIEBERT CASSIDY WHITMORE	JULY 2019 POA NEGOTIATIONS SERVICES	09/03/19	3441.00
034018	FREDERICK MENEZES III	REIMBURSEMENT FOR 2 PAIR SAFETY BOOTS	09/03/19	122.88
034019	MEYERS NAVE RIBACK SILVER & WI	7/3/19 TO 7/17/19 S OF TIOGA ATTORNEY SERVICES	09/03/19	5130.00
034020	MCGRATH RENTCORP	SEPTEMBER 2019 POLICE LOCKER ROOM RENTAL	09/03/19	264.75
034021	OHIO NATIONAL LIFE	SEPTEMBER 2019 LIFE INSURANCE PREMIUMS	09/03/19	69.55
034022	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/03/19	55.33
034023	PITNEY BOWES, INC	EZ SEAL FOR POSTAGE MACHINE	09/03/19	74.28
034024	PITNEY BOWES	REPLENISH POSTAGE MACHINE	09/03/19	300.00
034025	QUALITY CODE PUBLISHING, LLC	SUPPLEMENT SERVICE TO MUNICIPAL CODE	09/03/19	1598.75
034026	JOHN BREARTON	2019 WEST END SUNDAY BACKLINE DRUM KIT	09/03/19	190.00
034027	DAVID W. JANSEN	POLICE - WATCHGUARD ISSUE	09/03/19	231.00
034027	DAVID W. JANSEN	POLICE - WATCHGUARD, CLETS	09/03/19	378.00
034028	SAND CITY POLICE OFFICERS	SEPTEMBER 2019 POA DUES	09/03/19	1050.00
034029	SEASIDE FLORIST	GET WELL FLOWERS FOR CHRIS VELOZ	09/03/19	81.52
034030	STEPHEN L. VAGNINI	2019 WEST END EXPENSE REIMBURSEMENT	09/03/19	1679.45
034031	SUN LIFE FINANCIAL	SEPTEMBER 2019 LTD PREMIUMS	09/03/19	615.42
034032	URETSKY SECURITY	2019 WEST END SECURITY SERVICES	09/03/19	1560.00
034033	MARY ANN WEEMS	FOR SEPTEMBER 2019	09/03/19	197.41
34000B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 8/31/19	09/06/19	263.05
034034	RABOBANK VISA CARD	WATER BOARD MEETING, HEADPHONES	09/10/19	202.74
034035	RABOBANK VISA CARD	AUGUST 2019 COSTCO SUPPLIES	09/10/19	981.13
034036	RABOBANK VISA CARD	ASKING POLICE CHIEFS SEMINAR REGISTRATION	09/10/19	249.00
034037	RABOBANK VISA CARD	COMPUTER MICROPHONE, COLORADO TRAVEL	09/10/19	1000.56
034038	AMERIPRIDE SERVICES	AUGUST 2019 LAUNDRY SERVICE	09/10/19	496.44
034039	LUGANO SWISS BISTRO	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034040	MONTEREY COUNTY WEEKLY	AUGUST 2019 CO-OP ADVERTISING	09/10/19	1614.00
034041	COMCAST	SEPTEMBER 2019 POLICE INTERNET	09/10/19	151.16
034042	CREEGAN & D'ANGELO	JULY 2019 SOUTH OF TIOGA ENGINEERING SERVICES	09/10/19	13029.00
034043	CYPRESS COAST FORD	OIL CHANGE FOR POLICE UNIT 90	09/10/19	130.98
034043	CYPRESS COAST FORD	OIL CHANGE, LIGHT REPAIR FOR POLICE UNIT 95	09/10/19	195.01
034044	DEL REY OAKS CAR WASH	AUGUST 2019 CAR WASHES FOR POLICE	09/10/19	95.00
034045	HOPE SERVICES	2019 WEST END CLEAN UP CREW	09/10/19	522.68
034045	HOPE SERVICES	AUGUST 2019 CLEAN UP CREW	09/10/19	5734.30
034046	THE HERALD	AUGUST 2019 LEGAL ADVERTISING	09/10/19	564.23
034047	HOME DEPOT CREDIT SERVICE	AUGUST 2019 SUPPLIES	09/10/19	1665.80
034048	INDIA GOURMET	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034049	CHELSEA METREYEON	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034050	KITJA'S KITCHEN LLC	PARTIAL REFUND OF 2019 WEST END VENDOR FEES	09/10/19	350.00
034051	KRML RADIO, LLC	2019 WEST END ADVERTISING	09/10/19	500.00
034052	MATTESON & BEERS TOWING	TOW POLICE CROWN VIC FROM CHIEF'S HOUSE	09/10/19	292.50
034053	MONTEREY BAY AREA SELF INSURAN	LIABILITY CLAIM #MBA18-0313A	09/10/19	2074.67
034053	MONTEREY BAY AREA SELF INSURAN	LIABILITY CLAIM #MBA18-0920	09/10/19	1649.40
034054	PATRICIO R. PADILLA	AUGUST 17, 2019 OFFICE CLEANING	09/10/19	250.00
034055	MARIA BERTILIA MOJICA	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034056	CITY OF MONTEREY	JULY 2019 INSPECTION SERVICES	09/10/19	261.33
034056	CITY OF MONTEREY	JULY 2019 S OF TIOGA STAFF MEETINGS	09/10/19	307.38
034057	VIBEKE NORGAARD	AUGUST 2019 ATTORNEY SERVICES	09/10/19	19736.10
034058	LARRY OSBORNE	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034059	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/10/19	51.50
034060	RED SHIFT INTERNET SRVCS	SEPTEMBER 2019 CITY DSL, WEB & EMAIL	09/10/19	51.98
034060	RED SHIFT INTERNET SRVCS	SEPTEMBER 2019 POLICE DSL, WEB & EMAIL	09/10/19	41.95
034061	RENTAL DEPOT - MONTEREY	2019 WEST END GENERATOR RENTAL	09/10/19	284.30
034062	CRAIG RIDDELL	2019 WEST END EXPENSE REIMBURSEMENT	09/10/19	85.24
034063	DAVID W. JANSEN	POLICE - CAMERAS, CLETS, RECORDS	09/10/19	399.00
034063	DAVID W. JANSEN	POLICE - CHIEF SYSTEM MAINTENANCE	09/10/19	147.00
034063	DAVID W. JANSEN	POLICE - MOBILE COMPUTING BATTERY BACK UPS TEST	09/10/19	126.00
034063	DAVID W. JANSEN	POLICE - PRINTERS, SYSTEMS MAINTENANCE, TRANSFER	09/10/19	819.00
034063	DAVID W. JANSEN	POLICE - WATCHGUARD TRANSFER STATION ISSUES	09/10/19	399.00
034063	DAVID W. JANSEN	TRANSFER CITY ENGINEER FILES TO EXTERNAL DRIVE	09/10/19	189.00
034064	STURDY OIL COMPANY	8/15/19 TO 8/31/19 FUEL COSTS	09/10/19	1589.32
034065	SWEETS OF EDEN	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
034066	KENNETH MARTIN	PARTIAL REFUND OF 2019 WEST END VENDOR FEE	09/10/19	450.00
034067	RABOBANK VISA CARD	FLIGHT FOR TECHNICAL CLERK TRAINING - CONNIE	09/10/19	157.96
034068	LAI HUYNH	REFUND 2019 WEST END VENDOR CLEANING DEPOSIT	09/10/19	100.00
34000A	PERS - MEDICAL	SEPTEMBER 2019 PERS HEALTH PREMIUMS	09/10/19	18486.85
34000C	PUBLIC EMPLOYEES RET. SYS	AUGUST 2019 PERS RETIREMENT CONTRIBUTIONS	09/13/19	49308.98

Check Number	Vendor Name	Invoice Description	Check Date	Gross	Check Amount
34000D	PUBLIC EMPLOYEES RET. SYS	JULY 2019 RETRO PERS RETIREMENT CONTRIBUTIONS	09/13/19	385.90	
034069	ALTERNATOR AND STARTER EXCHANG	REFUND FY 19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	109.99	
034070	COASTAL CUISINE & CATERING, IN	12-6-19 AWARDS BANQUET CATERING	09/16/19	5335.88	
034071	COMCAST	09/19 P/W INTERNET	09/16/19	108.28	
034072	CSMFO	10/10/19 MONTEREY BAY CHAPTER MEETING	09/16/19	40.00	
034073	EMC PLANNING GROUP, INC.	MAY 2019 OROSCO PROPERTY BIO SERVICES	09/16/19	3699.60	
034073	EMC PLANNING GROUP, INC.	MAY 2019 OROSCO PROPERTY STAFF SUPPORT	09/16/19	472.18	
034074	FISK PAINTS & STAINS & COATING	REFUND FY 19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	110.28	
034075	ILLUSTRATIONS OF GRANDEUR	REFUND FY 19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	110.00	
034076	MAPLETON COMMUNICATIONS LLC	2019 WEST END ADVERTISING	09/16/19	2754.00	
034077	MATTRESS NATION	REFUND FY 19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	106.00	
034078	MONTEREY BAY AREA	FY 19-20 MEMBERSHIP DUES - MANAGERS GROUP	09/16/19	10.00	
034079	TONI MINERVA	2019 WEST END EXPENSE REIMBURSEMENT	09/16/19	253.94	
034080	CALPERS	FEES FOR GASB-68 REPORTS AND SCHEDULES	09/16/19	2100.00	
034081	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/16/19	93.42	
034082	POST NO BILLS CRAFT BEER HOUSE	REFUND FY 19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	110.00	
034083	DAVID W. JANSEN	CITY ENGINEER FILES ON DOMAIN CONTROL SERVER	09/16/19	147.00	
034084	SKIP'S AUTO PARTS & MACHINE	REFUND FOR FY19-20 BUSINESS LICENSE OVERPAYMENT	09/16/19	109.82	
34000E	ADP, INC	2ND QUARTER 2019 DOCUMENTS SHIPPING	09/20/19	19.80	
34000F	RABOBANK	STOP PAYMENT FEE - CREEGAN CHECK LOST IN MAIL	09/23/19	25.00	
034085	AMERICAN LOCK & KEY	3 EXTRA KEYS FOR ENGINEERING STORAGE	09/24/19	8.19	
034086	AT & T	AUGUST 2019 POLICE TRACNET PHONE LINE	09/24/19	133.02	
034087	A.T. & T.	AUGUST 2019 POLICE OUTSIDE PHONE LINE	09/24/19	301.79	
034088	BALBOA CAPITAL	OCTOBER 2019 WATER DISPENSER FOR OFFICE	09/24/19	65.20	
034089	CALPERS 457 PLAN	SEPTEMBER 2019 PERS 457 CONTRIBUTIONS	09/24/19	16623.25	
034090	MONTEREY COUNTY WEEKLY	2019 WEST END ADVERTISING	09/24/19	2888.00	
034091	COMCAST	SEPTEMBER 2019 CITY INTERNET/COUNCIL TV	09/24/19	96.95	
034091	COMCAST	SEPTEMBER 2019 POLICE CABLE TV	09/24/19	47.43	
034092	CREEGAN & D'ANGELO	AUGUST 2019 S OF TIOGA ENGINEER SERVICES	09/24/19	5656.00	
034092	CREEGAN & D'ANGELO	JULY 2019 SOUTH OF TIOGA ENGINEERING SERVICES	09/24/19	13029.00	
034093	EMC PLANNING GROUP, INC.	AUGUST 2019 PLANNING STAFF SUPPORT	09/24/19	450.11	
034093	EMC PLANNING GROUP, INC.	JULY 2019 OROSCO PROPERTY BIO SERVICES	09/24/19	391.86	
034093	EMC PLANNING GROUP, INC.	JUNE 2019 OROSCO PROPERTY BIO SERVICES	09/24/19	1118.50	
034094	EWING IRRIGATION PRODUCTS, INC	8 32" REACHERS FOR HOPE CREW	09/24/19	134.87	
034094	EWING IRRIGATION PRODUCTS, INC	P/W TOOLS, TRUCK #8101 REPAIR SUPPLIES	09/24/19	174.24	
034094	EWING IRRIGATION PRODUCTS, INC	PLIERS, WRENCHES FOR P/W	09/24/19	79.33	
034095	HAYASHI & WAYLAND	AUGUST 2019 AUDIT/MANAGEMENT SERVICES	09/24/19	16734.37	
034096	HINDERLITER, DE LLAMAS & ASSOC	3RD QUARTER 2019 SALES TAX CONTRACT SERVICES	09/24/19	1564.83	
034096	HINDERLITER, DE LLAMAS & ASSOC	3RD QUARTER 2019 TRANSACTION TAX SERVICES	09/24/19	300.00	
034097	CONNIE HORCA	REIMBURSE CITY CLERK TTC200 CONFERENCE EXPENSES	09/24/19	18.89	
034098	LIEBERT CASSIDY WHITMORE	AUGUST 2019 GENERAL SERVICES/ELSA	09/24/19	364.00	
034098	LIEBERT CASSIDY WHITMORE	AUGUST 2019 PERSONNEL MANUAL UPDATE	09/24/19	196.00	
034098	LIEBERT CASSIDY WHITMORE	AUGUST 2019 POA NEGOTIATION SERVICES	09/24/19	4255.00	
034099	RYAN MICHAEL STACKS	BLUETOOTH RADIO CONVERSION FOR POLICE CROWN VIC	09/24/19	257.11	
034100	MONTEREY BAY PEST CONTROL	SEPTEMBER 11, 2019 PEST CONTROL SERVICE	09/24/19	130.00	
034101	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 7/31/19	09/24/19	181.96	
034102	MRWMD	AUGUST 2019 REFUSE CHARGES	09/24/19	414.40	
034103	NATIVIDAD MEDICAL CENTER	BLOOD ALCOHOL DRAW - CASE #SQ1900396	09/24/19	31.00	
034104	OFFICE DEPOT, INC.	AUGUST 2019 SUPPLIES	09/24/19	1167.68	
034105	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/24/19	90.30	
034106	PACIFIC GAS & ELECTRIC	AUGUST 2019 UTILITY BILLS	09/24/19	1429.17	
034107	DAVID W. JANSEN	POLICE - CLETS SYSTEM & PRINTER	09/24/19	231.00	
034107	DAVID W. JANSEN	POLICE - SYSTEMS MAINTENANCE	09/24/19	651.00	
034108	BRANDON SEGOVIA	REIMBURSE CA NARCOTICS CLASS REGISTRATIONS	09/24/19	1190.00	
034109	SEASIDE GARDEN CENTER	12 PLANTS FOR CITY HALL LANDSCAPE	09/24/19	196.92	
034110	SHRED IT- SAN JOSE	SEPTEMBER 4, 2019 SHREDDING SERVICE	09/24/19	61.04	
034111	SMART & FINAL	2019 WEST END - ICE	09/24/19	113.86	
034112	SPCA	AUGUST 2019 ANIMAL SERVICES	09/24/19	1280.00	
034113	STAR SANITATION, LLC	AUGUST 2019 BIKE TRAIL RESTROOM	09/24/19	143.69	
034114	STURDY OIL COMPANY	9/1/19 TO 9/15/19 FUEL COSTS	09/24/19	1237.47	
034115	UNITED WAY OF MONTEREY	9/25/19 ANNUAL COMMUNITY BREAKFAST	09/24/19	105.00	
034116	UNIVERSAL STAFFING IN	9/12/19 TEMP SERVICES - SHORT STAFFED	09/24/19	170.63	
034117	VERIZON WIRELESS	AUGUST 2019 CELL PHONE BILLS	09/24/19	1107.14	
34000G	RABOBANK	WIRE TRANSFER IN FEE	09/27/19	15.00	

250809.84

Grn-Total:  
 Ttl-Count: 154

Sand City  
Successor Agency  
for the former  
Redevelopment  
Agency

REPORT.: 11/01/19  
 RUN....: 11/01/19  
 Run By.: LINDA

SUCCESSOR AGENCY  
 Balance Sheet Report  
 ALL FUND(S)

PAGE: 001  
 ID #: GLBS  
 CTL.: SUC

Ending Calendar Date.: September 30, 2019 Fiscal (03-20)

Assets			Acct ID
-----			
Fiduciary Fund Tax Increment Account	820,426.67	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,514.04	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,848.69	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	225,104.29	40	1070
Fiduciary Fund 2008B Debt Service Fund	59.03	40	1072
Fiduciary Fund 2017 Debt Service Fund	22.99	40	1085
Fiduciary Fund Land	1,127,500.26	40	1291
Fiduciary Fund FURNITURE AND FIXTURES	40,218.25	40	1293
Fiduciary Fund SIGNS AND LANDSCAPING	182,630.99	40	1297
Fiduciary Fund ACCUMULATED DEPRECIATION	-221,907.99	40	1300
-----			
Total of Assets ---->	3,232,417.22		3,232,417.22
=====			

Liabilities			Acct ID
-----			
Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund Deferred Revenue	242,499.00	40	2050
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Fiduciary Fund LOAN PAYABLE-HOUSING	116,961.00	40	2452
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES B BONDS	950,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	4,025,000.00	40	2490
-----			
Total of Liabilities ---->	16,520,284.33		

FUND Balances			Acct ID
-----			
Fiduciary Fund Unappropriated Fund Balance	-13,933,903.83	40	3400
CURRENT EARNINGS	646,036.72		
-----			
Total of FUND Balances ---->	-13,287,867.11		3,232,417.22
=====			

REPORT.: Nov 01 19 Friday  
 RUN...: 11/01/19 Time: 15:56  
 Run By.: Linda Scholink

SUCCESSOR AGENCY  
 Month End Cash Register Activity Report  
 For Period: 09-19

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

Reg Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid	
000	09-19	09/30/19	00368	C Mis	PRP01	PROPERTY TAX INCREMENT SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 RABOBANK	Db: 40 1005 Cr: 40 4450 00	139.46	
			00369	C Mis	BND05	Issued..: T0 (DEVON ) Sep 30 2019 10:06 am Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.90	
			00370	C Mis	BND04	Issued..: T0 (DEVON ) Sep 30 2019 10:10 am Devon Lazzarino 3 MONTH TAX EXEMPT BOND INTEREST SEPTEMBER 2019 INTEREST Receipt Date: 09/30/19 Paid by: RABOBANK	Db: 40 1025 Cr: 40 4435 00	22.67	
							Issued..: T0 (DEVON ) Sep 30 2019 10:11 am Devon Lazzarino	Day 09/30/19 Total ---->	185.03
							Period 09-19 Total ---->	185.03	
							Register 000 Total ---->	185.03	
							Total of All Registers ---->	185.03	

REPORT.: Nov 01 19 Friday  
 RUN...: Nov 01 19 Time: 15:54  
 Run By.: Linda Scholink

SUCCESSOR AGENCY  
 Month End Payable Activity Report  
 Report for 09-19

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

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-19	MCT01 (MONTEREY COUNTY TREASURER-)	B90911H	09/09/19	10/09/19	A	22.08	MOSQUITO ABATEMENT PAST TAXES & FEES
		B90911u	09/23/19	/ /		22.08	-Ck# 002191 Reversed
		Vendor's Total ----->				.00	
09-19	USB01 (US BANK)	5469774H	08/23/19	09/22/19	A	2100.00	SERIES 2017 TRUSTEE FEES
Total of Purchases ->						2100.00	

# AGENDA ITEM

6F



# City of Sand City

Agenda Item  6F
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## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Blair, City Manager  
**DATE:** January 21, 2020  
**SUBJECT:** Appointments of local and regional agencies and boards

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### **Background:**

The Sand City Council has appointed representatives who have represented the City well in the past to various boards and organizations.

### **Recommendation:**

Staff recommends the adoption of the attached resolution confirming representatives to respective boards and various organizations.

### **CEQA:**

N/A

### **Fiscal Impact:**

There is no fiscal impact by confirming representatives to respective boards and various organizations.



**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY UPDATING THE  
APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL AGENCIES AND BOARDS  
EFFECTIVE JANUARY 21, 2020**

**WHEREAS**, the Sand City Council has appointed representatives who have represented the City of Sand City well in the past on their respective board assignments; and

**WHEREAS**, the attached Sand City Representatives List also reflects Staff appointments to various agencies and organizations; and

**WHEREAS**, the Sand City Representatives List also includes the appointments of Sand City business owners, City Manager-Staff Members, and property owners to Advisory Committees as listed in Section D of the attached Exhibit A; and

**WHEREAS**, the attached Sand City Representatives List has been updated to reflect the changes to appointments of Council Members who have expressed their desire to serve on various agencies

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Sand City hereby approves the appointments including changes as listed on Exhibit A, attached hereto and incorporated herein by this reference.

**PASSED AND ADOPTED** by the City Council this 21<sup>st</sup>, day of January, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

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

ATTEST:

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

SAND CITY APPOINTMENTS LIST

<u>Agency</u>	<u>Staff Members</u>	<u>Agency Telephone</u>
<b>Various Agencies &amp; Organizations</b>		
AMBAG 2nd Wednesday each month @ 6:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Technical/Planning: Aaron Blair; Charles Pooler	883-3750
Ambag: (RAC) Regional Advisory Committee	VACANT	883-3750
Airport Land Use Commission 4th Monday each month @ 3:00 p.m.	Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	755-5066
Chambers of Commerce: Sand City/Seaside	Board: Libby Sofer; Staff: Linda Scholink	394-6501
Community Human Services 3rd Thursday each month @ 11:00 a.m.	Board: Mayor Mary Ann Carbone Alternate: Kim Cruz Finance: Linda Scholink	899-4131
Community Restorative Justice Commission 3rd Monday each month@	Appt. by Board of Supervisors: Mayor Mary Ann Carbone	(831) 755-3961
Fort Ord Reuse Authority (FORA) 2nd Friday each month @ 2:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Legislative Committee: Mayor Working Group: Aaron Blair	883-3672
League of Ca.Cities Legislative Liaison Team	Mayor Mary Ann Carbone; Jerry Blackwelder Monterey Bay Division (appointed) 2nd Vice President: Mayor Mary Ann Carbone	915-8293
MBAIF/MBASIA Quarterly or as Needed	Linda Scholink; Aaron Blair	438-0267
MC Convention & Visitors Bureau Quarterly or as Needed	Community Relations: <del>Gregory Hawthorne</del> (Kim Cruz) Alternate: Libby Sofer	831-657-6409
Monterey One Water (formerly: MRWPCA) last Monday of each month @ 6:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair	372-3367
Mosquito Abatement District 2nd Tuesday @ 12:00 Noon	Board: Mayor Mary Ann Carbone Alt: Kim Cruz	373-2483
Monterey Bay Community Power Authority Policy Board 3rd Wednesday @ 1:30 p.m.	Appointment of the MCMA Selection Committee Alternate : Mayor Mary Ann Carbone	755-5066
Monterey Bay Unified Air Pollution Control District (MBUAPCD) 1st Wednesday @ 10:30 a.m.	Appointment of the MCMA Selection Committee Board : Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	755-5066
Monterey County Bus. Council	Greg Hawthorne; Staff:Aaron Blair Alternate: Kim Cruz	833-9443
Monterey County Commission on Disabilities last Monday of each month @ 2:00 pm	Commissoner: Libby Sofer Alternate: Jerry Blackwelder	755-5117
Monterey County Mayor's Association 1st Friday of each month @ 12:00 pm	Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	429-6605
MoCo Integrated Waste Management	Aaron Blair/Charles Pooler	755-8909
Monterey Peninsula Chamber of Commerce	Board: Greg Hawthorne Alternate: Kim Cruz	648-5360
Monterey-Salinas Transit District (MST) 2nd Monday of each month @10:00 a.m.	Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	1-888-678-8271
Monterey Regional Stormwater Mgt. Program 4th Wednesday of every month @10:a.m.	Board: Leon Gomez	646-3799

MRWMD 3rd Friday each month @ 9:30 a.m.	Board: Jerry Blackwelder; Mary Ann Carbone Tech Comm: Aaron Blair; Charles Pooler	384-5313/755-8923
MPWMD 3rd Monday of each month @ 7:00 p.m.	Policy Advisory: Appointment by Mayors Association Technical Advisory: Aaron Blair Governance Committee: <b>Appointment by Mayors Association</b>	658-5600
MPRWA - JPA 2nd/4th Thursday of each month @ 7:00 p.m.	Mayors JPA Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder Staff: Aaron Blair	
Regional Taxi Authority Meets once a year	Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	1-888-678-8271
Sanctuary Scenic Trail	Board: Aaron Blair; Charles Pooler	755-0903
Monterey County Oversight Board (SA)	Representatives: Aaron Blair; Linda Scholink	394-3054
Seaside County Sanitation District 2nd Tuesday of each month @ 9:30 a.m.	Board: Jerry Blackwelder/ <b>Alt: Mayor Carbone</b>	899-6200
TAMC 4th Wednesday of each month @ 9:00 a.m. TAC: 1st Thursday of each month	BOARD: Greg Hawthorne/Alternate: Jerry Blackwelder 2nd Alt: Kim Cruz BIKE: Libby Sofer / Meets @ Sand City Hall RAIL: Kim Cruz TAC: Leon Gomez/Aaron Blair	755-0903
WaterMaster Board (Seaside Groundwater Basin) 1st Wednesday of each month @ 1:30 p.m.	Board: Mayor Mary Ann Carbone; Aaron Blair Legal Counsel: Vibeke Norgaard TAC: Mary Ann Carbone/ Leon Gomez; Aaron Blair Budget: Aaron Blair	641-0113

**Sub-Committees**

Budget & Personnel	Chair: Jerry Blackwelder; Mary Ann Carbone Staff: Aaron Blair; Linda Scholink
City Hall Remodel/Community Center	Mary Ann Carbone; Jerry Blackwelder
City Special Events Advisory Committee City BBQ, Awards Banquet, Community Garden, Xmas Party Fire Dept.	Mary Ann Carbone; Libby Sofer Staff: Shelby Gorman
Coastal Issues & Development	Mary Ann Carbone; Greg Hawthorne STAFF: Aaron Blair; Charles Pooler
Parking Study	Greg Hawthorne; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler; Leon Gomez
Parks & Open Space	Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler
Public Safety	Jerry Blackwelder/ Libby Sofer Staff: Aaron Blair; Brian Ferrante; Linda Scholink
Housing	Jerry Blackwelder; Staff:Aaron Blair; Charles Pooler
HCP / Habitat Issues Comm.	Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler

**Advisory Committees**

**Arts Committee**

Chair: Greg Hawthorne, SC resident & business owner  
Don Davis  
Dawn Peters  
Shelby Hawthorne  
Brian Clark  
Mayor & City Representative  
Primary Staff: Aaron Blair, Linda Scholink

exp: 1/2020  
exp: 1/2020  
exp: 1/2020  
exp: 1/2020

**Community Garden**

Mayor Mary Ann Carbone  
Staff: Shelby Gorman, Mark Parker

**Design Review Committee  
2 - year Appointment**

John Lewis, Contractor  
Chris Barlow, Architect  
Elizabeth Sofer, SC resident  
Paul Davis Jr., architect  
Greg Hawthorne, SC resident & business owner  
Staff: Aaron Blair/Charles Pooler

exp: 01/2021  
exp: 01/2022  
exp: 01/2020  
exp: 01/2020  
exp: 01/2021

**West End Oversight Committee**

Mayor Mary Ann Carbone  
Aaron Blair  
Brian Ferrante, Police Chief  
Steve Vagnini, Coordinator  
Greg Hawthorne, Arts Committee

Update: 1/21/2020

# AGENDA ITEM

6G

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY HONORING  
GREGORY HAWTHORNE  
AS THE 2020 CHAMPION OF THE ARTS LIFETIME ACHIEVEMENT  
AWARDS RECIPIENT**

**WHEREAS**, the Arts Council for Monterey County presents awards to exemplary individuals who have achieved excellence in their fields, and have made significant contributions to further the Arts Council mission; and

**WHEREAS**, the Champion of the Arts Lifetime Achievement Award is presented to Gregory Hawthorne, entrepreneur, painter, sculptor and businessman, and resident of Big Sur for 39 years; and

**WHEREAS**, a native of Detroit, Gregory Hawthorne was raised by a father who had a passion for all things artistic and passed the love of art to his son, who, by his early teenage years had spent a considerable amount of time in artist studios in the Midwest and Greenwich Village, New York; and

**WHEREAS**, a gifted art student who graduated from Wayne State University in Detroit, Gregory Hawthorne returned to California to pursue his dream to purchase the property across the street from Nepenthe to build his studio and to create the dynamic Hawthorne Gallery that features his work and encompasses a variety of mediums from paintings and full color human figures to outdoor sculptures to functional 'art' furniture; and

**WHEREAS**, a good businessman who has worked hard to achieve his material and creative goals, Gregory Hawthorne's art work and pieces are displayed in over 5,000 private and corporate collections worldwide, and it is his hope to continually raise awareness of the arts through his Gallery as well as to provide lovers of the arts with beautiful, superior works to enjoy in their homes; and

**WHEREAS**, in keeping with familial tradition, Gregory Hawthorne's love and passion for the arts is shared by his wife Susan and his children, Shelby and Taylor and beloved grandsons Angus and Crosby.

**WHEREAS**, in celebration of those local artists and Champions for the Arts, the 2020 Champion of the Arts event will raise proceeds to benefit thousands of students each year through comprehensive artists-in-training programs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City along with the Arts Council of Monterey County honoring Gregory Hawthorne for his contribution to the community and as an avid supporter of the arts within the Monterey Peninsula.

**PASSED AND ADOPTED** by the City Council of Sand City on this 21st, day of January 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

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

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

**AGENDA ITEM**

**6H**



# City of Sand City

Agenda Item  bH
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## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Blair, City Manager  
**DATE:** January 21, 2020  
**SUBJECT:** Arts Committee

---

### Background:

Resolution SC 95-73 established the structure and organization of the Sand City Arts Committee. The committee is a body of at least five (5) members that seek to create a cohesive alliance with the community to bring a mental vision and commitment of the arts. Chairperson Gregory Hawthorne, and Committee members Kierstyn Berlin, Kayhan Ghodsi, Dawn Peters, and Shelby Hawthorne became the official Arts Committee members in December 2017 (Resolution SC 17-95). Due to the resignation of Kayhan Ghodsi, Donald Davis joined the Arts Committee on March 20, 2018 (Resolution SC 18-33), and followed by the appointment of Brian Clark on June 4, 2019 (Resolution SC 19-35) to serve as the fifth member.

### Recommendation:

Staff recommends the adoption of the attached resolution confirming members of the Sand City Arts Committee through January 21, 2021. The Sand City Arts Committee will follow the policy and recommendations as outlined in Resolution SC 95-73. The following have been recognized as the official Sand City Arts Committee members: Chairperson Gregory Hawthorne, Dawn Peters, Don Davis, Shelby Hawthorne, and Brian Clark.

### CEQA:

N/A

### Fiscal Impact:

There is no fiscal impact by confirming members of the Sand City Arts Committee.



**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY CONFIRMING  
MEMBERS OF THE SAND CITY ARTS COMMITTEE**

**WHEREAS**, Resolution SC 95-73 established the structure and organization of the Sand City Arts Committee; and

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

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

**WHEREAS**, due to the resignation of Kayhan Ghodsi, Donald Davis joined the Arts Committee on March 20, 2018 (Resolution SC 18-33), followed by the appointment of Brian Clark on June 4, 2019 (Resolution SC 19-35) to serve as the fifth member of the Arts Committee; and

**WHEREAS**, other volunteers would be considered as "Friends of the Sand City Arts Committee" and would not be subject to Brown Act regulations as the regular committee members are required to uphold.

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

1. Membership for the Sand City Art Committee will be through January 31, 2021 subject to annual appointment and/or reappointment thereafter;
2. The Sand City Arts Committee will follow the policy and recommendations as outlined in Resolution SC 95-73;
3. The following have been recognized as the official Sand City Arts Committee members: Chairperson Gregory Hawthorne, Dawn Peters, Don Davis, Shelby Hawthorne, and Brian Clark.

**PASSED AND ADOPTED** by the Sand City Council on this 21<sup>st</sup> day of January, 2020, by the following vote:

AYES:            Council Members  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

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

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

CITY OF SAND CITY

RESOLUTION SC 95-73 (1995)

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

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

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

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

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

Resolution SC 95-73

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

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

AYES: Councilmembers Kline, Morris, Lewis, Pendergrass

NOES: None

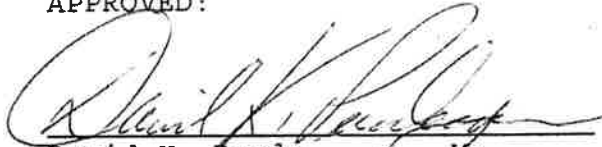
ABSTAINED: None

ABSENT: Councilmember Hansen

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Kelly Morgan, City Clerk

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

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

ATTEST: \_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
Date

# AGENDA ITEM

9A

**CITY OF SAND CITY**

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**STAFF REPORT**

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**JANUARY 6, 2019**  
**(For City Council Review on January 21, 2020)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Conditional Use Permit 594 - Consideration of permit expiration for Max Kammerer and his Ornamental Metal Workshop at 836 Afton Avenue**

**BACKGROUND**

Conditional Use Permit 594 ("CUP 594") was approved by the City Council on July 21, 2015 and issued to Max Kammerer of Ornamental Iron to establish and operate an ornamental metal fabrication workshop within an approximate 2,000 square foot commercial building at 836 Afton Avenue (APN 011-123-004) in Sand City (the "Subject Property"). The Subject Property is located within the designated South of Tioga Planning District intended for new development as discussed in the City's General Plan (2002 ed.). Mr. Kammerer was informed that one of the conditions of his use permit was that this was an interim use that would terminate at such time as new cohesive development of the South of Tioga area was ready to proceed, and he accepted that condition with his signature of permit acceptance. CUP 594 specified a one (1) year time limit to July 31, 2016 with the option of 90-day time extensions thereafter at the discretionary determination/action of the City Council. CUP 594 was repeatedly extended in 90-day increments by the City until January of 2019; whereby, CUP 594 expired on April 30, 2019 (City Resolution SC 19-02). There was no further action by the City to renew CUP 594, or any other interim permits within the South of Tioga area, as demolition activities were imminent.

DBO Development #30 (the "Developer") entered into an exclusive negotiation agreement with the City's former Redevelopment Agency in 2001 and has since been acquiring properties within the South of Tioga planning district to facilitate redevelopment of that area. The Subject Property was owned by Cathy Gomez at the time of issuing CUP 594 in 2015 and was purchased by the Developer in 2019. Mr. Kammerer continues to operate his business at the Subject property, but without an active zoning permit. Mr. Kammerer did renew his City business license in October of 2019. CUP 594 is being brought before the City Council at a noticed public hearing to make a final determination as to the status of this permit and to consider whether to deny any further time extension(s) of CUP 594.

**Site Description:**

The Subject Property is 75-feet wide and 90-feet deep (6,750 square feet) fronting Afton Avenue. The existing commercial building is an approximate 2,000 square foot 1-story wood framed and corrugated metal clad structure. The South of Tioga area, including the Subject Property, are considered blighted; which is why the former Sand City Redevelopment Agency identified the South of Tioga area for redevelopment. Previous occupants of the Subject Property included a stone fabrication shop and an automotive repair shop. The front yard/parking area is asphalt paved up to the Afton Avenue pavement. Street pavement along Afton Avenue is severely degraded, and there are no curbs, gutters, drive apron, and/or sidewalks along the property's frontage. The property appears capable of providing four (4) on-site parking spaces.

**DISCUSSION**

**Land Use Description:**

Mr. Kammerer operates an ornamental metal workshop at the Subject Property. According to the original application processed in the issuance of CUP 594, Mr. Kammerer manufactures items that include, but are not necessarily limited to, gates, hand railings, balcony rails, and other functional and decorative metal items. Activities on-site include welding, grinding, sanding, cutting, hole punching, drilling, hammering, and rolling steel. Equipment on-site includes welders, a drill press, hammer machine, metal roller, band saw, steel table, oxyacetylene torch, and a variety of hand tools. It was staff's understanding that Mr. Kammerer intended to install a gas powered forge in the rear yard, pending Fire Department review and approval. According to the original use permit application, there are no full-time employees; however there may be occasional part-time assistance by one or more persons.

CUP 594 contained multiple conditions and references to Mr. Kammerer's operation being an interim use until the South of Tioga Project was ready to proceed. Those conditions are reviewed as follows:

- Condition #2: This permit condition states that "*Conditional Use Permit (CUP) 594 is for the express purpose of authorizing a limited scale ornamental metal fabrication workshop within an approximate 2,000 square foot area of an existing commercial building as an interim use of property at 836 Afton Avenue...subject to the terms and conditions specified in CUP 594..*". Therefore, CUP 594 established that this use was authorized as an "interim" use subject to the terms and conditions specified within that permit.
  
- Condition #3: This permit condition establishes the time limit of CUP 594 with an expiration of July 31, 2016, "*....subject to City Council discretionary 90-day time extensions thereafter.*".
  
- Condition #4: This permit condition (titled "Temporary Use Acknowledgment") states "*The applicant's signature of acceptance to the conditions and terms of CUP 594 shall signify the applicant's understanding and*

*acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that use on this site may be terminated by development of the property, and 3) the applicant shall waive any right or claim to relocation assistance as they are entering this site of their own volition after being informed that this use is temporary until new development of the site and/or surrounding area commences.”*

Furthermore, one of the findings of approval for CUP 594 (specifically the second recital) states that *“the subject property is located within the South of Tioga Planning District intended for new development as discussed in the City’s General Plan, of which the applicant has been informed that his use is being considered only as an interim use until such time as new cohesive development of the South of Tioga area proceeds;...”*.

CUP 594 was signed by Mr. Kammerer on August 5, 2015 in acceptance of the terms and conditions of CUP 594, where Mr. Kammerer agreed to strictly conform to and comply with each and all of the conditions therein.

**South of Tioga Project:**

The Environmental Impact Report (the “EIR”), the Vesting Tentative Map, and the Mitigation Monitoring Program were all approved by the City for the South of Tioga project on June 5, 2018. Land entitlement permits for the hotel segment of the project were approved in December of 2018. The architectural review public hearing for one of the multi-family residential pads was held in April of 2019 with City Council action pending future public hearing. The Developer has acquired his Incidental Take Permit (the “ITP”) from California Fish and Wildlife Service in December of 2019, and the ITP from US Fish and Wildlife Service is forthcoming. The Developer has also been working with the Monterey County Health Department and the Monterey Bay Air Resources District in regard to hazardous material mitigation.

Phase I public improvement plans have been under review by the City since early 2019, and are close to being approved for issuance of demolition, grading, and construction of public improvements (i.e. new streets, sidewalks, parklets, stormwater infrastructure, underground utilities, etc.).

Pacific Gas and Electric (PG&E) has been working with the Developer and the City regarding the removal of existing gas and electric utilities within the project area; however, that effort has been delayed, in part, due to the need of continuing utility services to the Subject Property.

**CEQA:**

The continuation or cessation of use of an existing commercial building/property qualifies for a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301. Furthermore, when a public agency rejects or disapproves a project, it is statutorily exempt and not subject to CEQA per CEQA Guideline section 15270(a). Therefore, no CEQA review is required.

### **CONCLUSION / RECOMMENDATION**

CUP 594 was explicit in stating that the permit and use were intended to be temporary, allowing Mr. Kammerer's operation as an interim use of the site until such time as the South of Tioga project was ready to proceed. Mr. Kammerer has had at least four years (2015 - 2019) use of the site and fully accepted that the use at the Subject Property was only to be temporary. Enforcement of permit expiration was withheld beyond April 2019 to allow Mr. Kammerer to remain in business as long as possible due to delays in project demolition. The City held multiple public City Council meetings and workshops and noticed multiple public hearings in regards to the overall South of Tioga Project. In addition, information regarding the progression of this project has been publicly available as there has been extensive local media coverage regarding the South of Tioga Project in both 2018 and 2019. In order for utility removal and demolition activities to commence, the entire area needs to be vacated. Redevelopment and revitalization of the area is essential to the City in meeting State mandated affordable housing goals, the removal of blighted conditions, improvement of utility services, and providing economic diversification and growth.

Staff recommends the City Council adopt the attached draft resolution to **disapprove a time extension** for CUP 594 and allow that permit to expire.

If the City Council decides to allow CUP 594 to be extended, then staff can prepare a resolution for action at the next Council meeting (Council action for continuation of public hearing would be necessary). However, action to extend the permit should be to retroactively extend CUP 594 from April 30, 2019 to present; whereby CUP 594 would continue to be subject to discretionary 90-day time extensions thereafter per the terms of that permit.

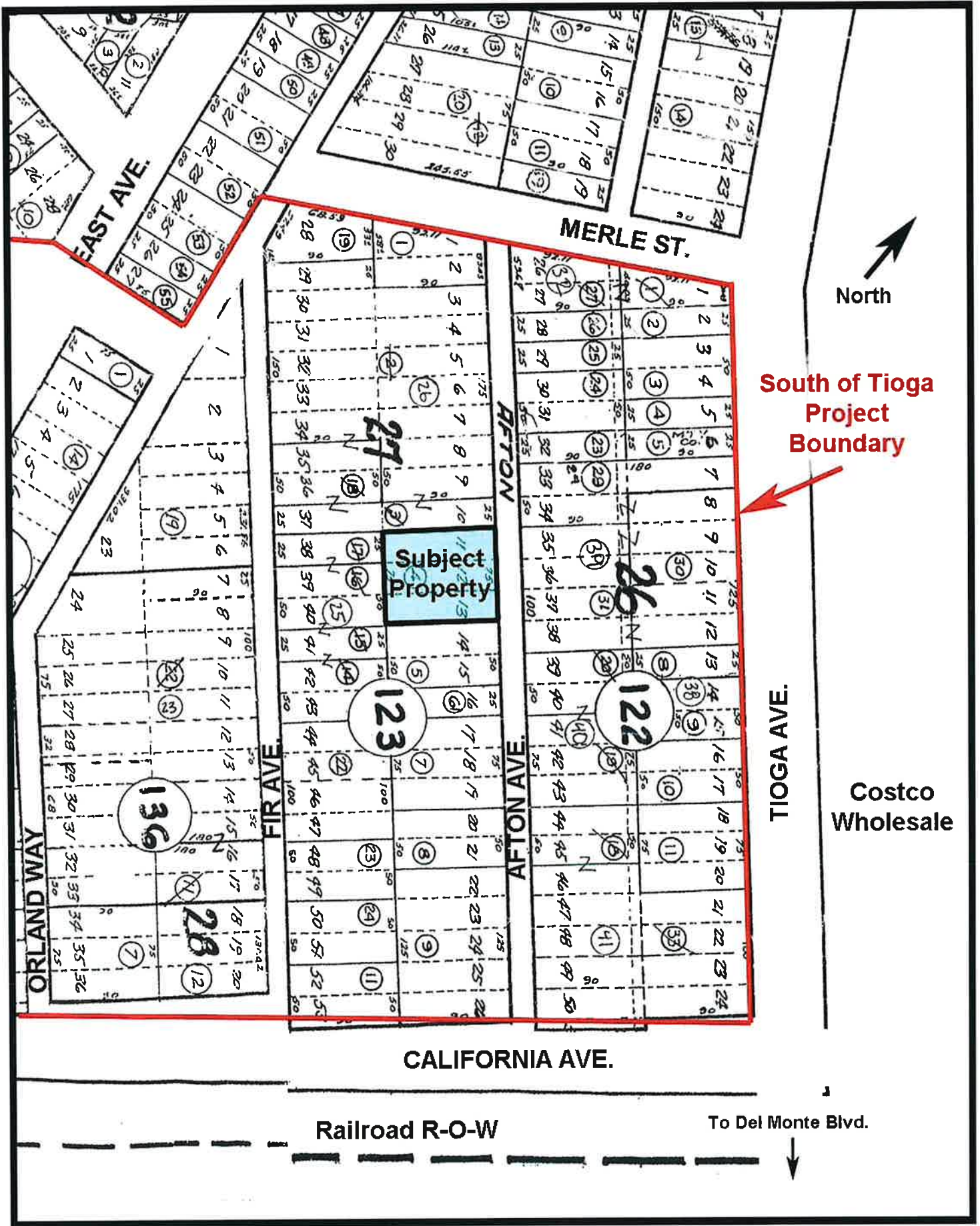
#### **EXHIBITS:**

- A. Location Map
- B. Aerial Photo (via Google Earth)
- C. Site Plan / Floor Plan (from 2015 staff report)
- D. Copy of CUP 594
- E. Correspondence from Mr. Kammerer (received November 2019)
- F. Email and attachment from Steven Andre (received 01-15-20)

#### **ATTACHMENTS:**

- 1) Draft Resolution to disapprove a time extension of CUP 594



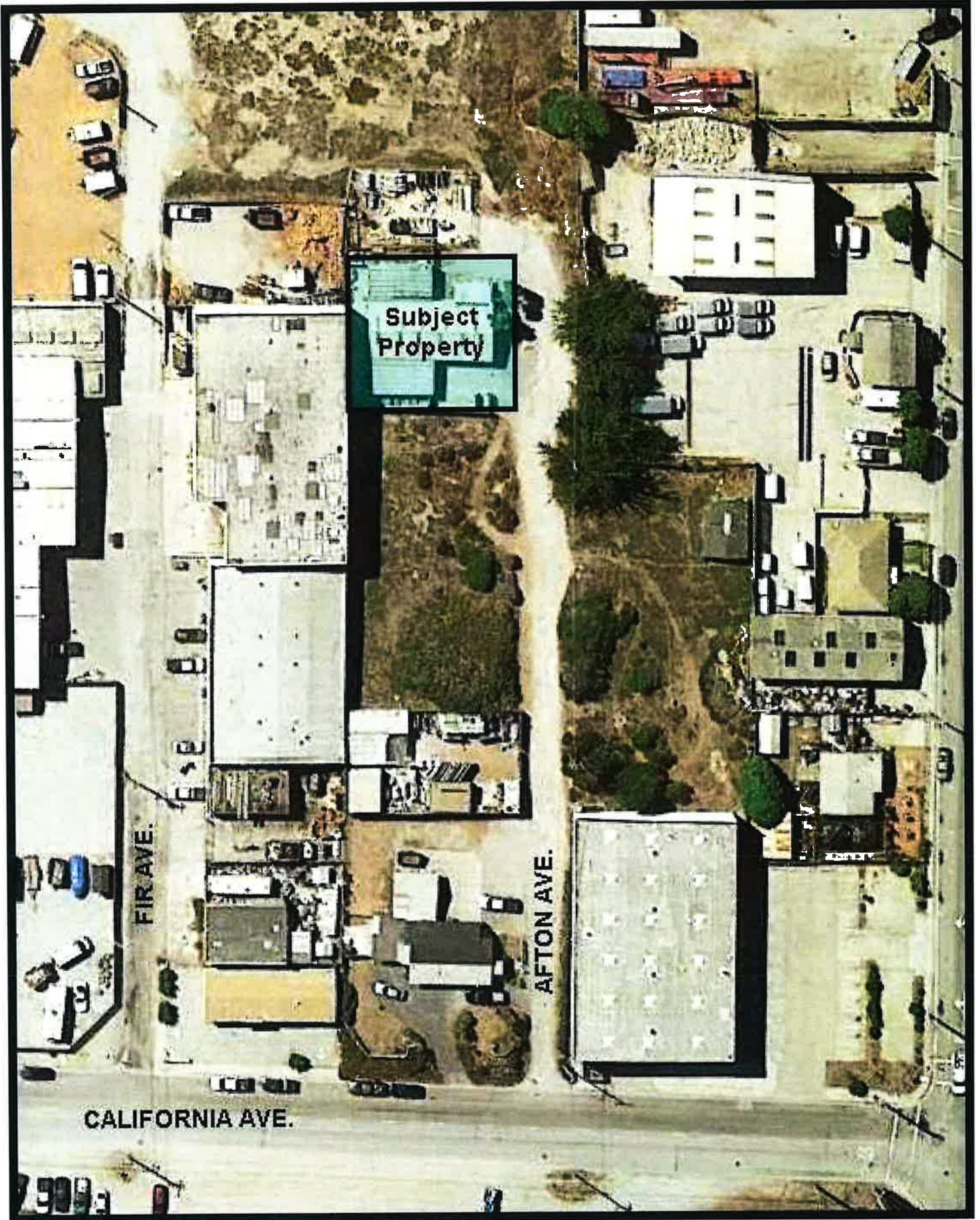


South of Tioga  
Project  
Boundary

Subject  
Property

Location Map



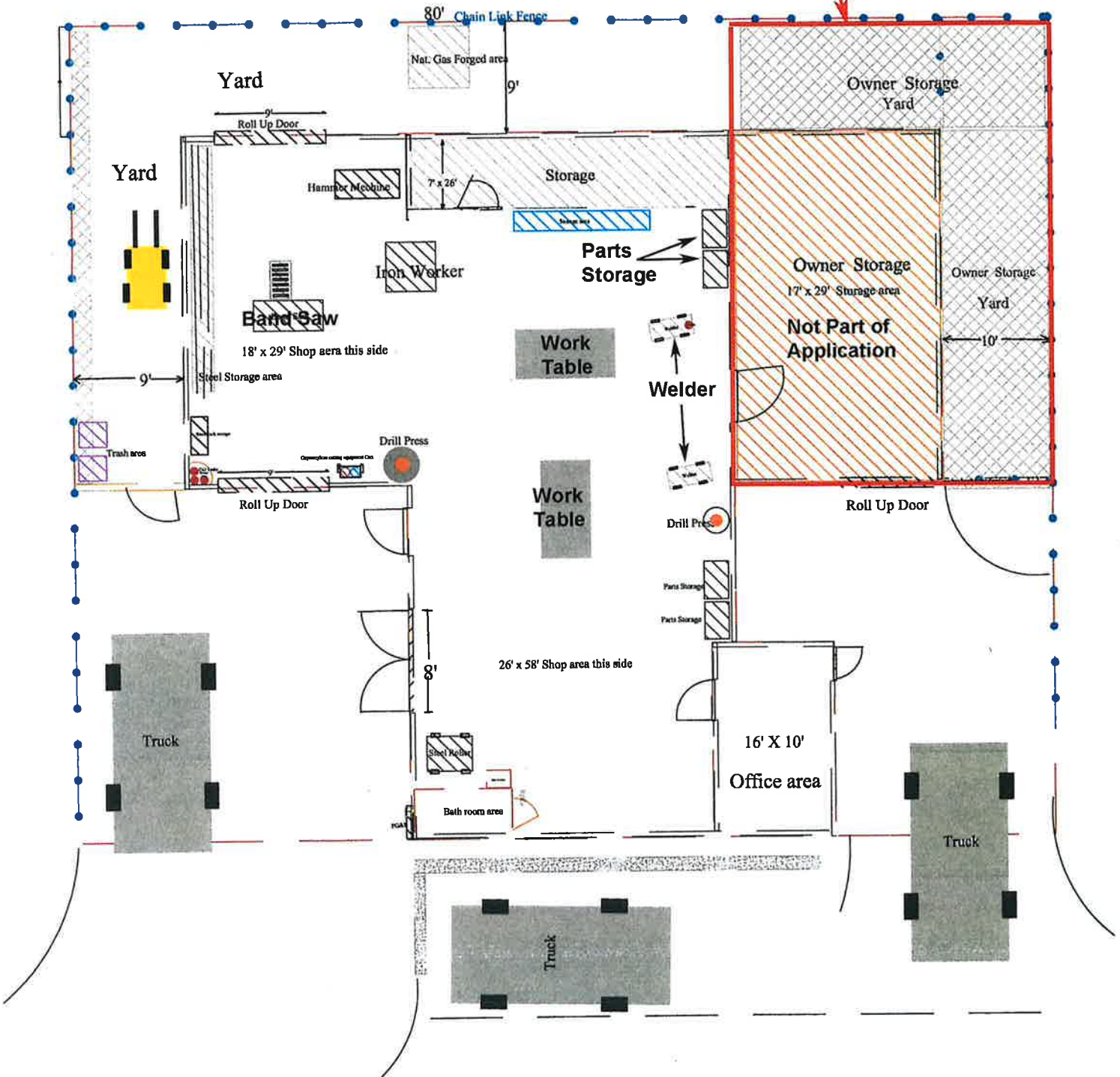


**Aerial Map**

**EXHIBIT B**



Area on-site NOT  
for use by applicant



836 Afton

Ornamental Iron Unlimited

New Location

# Site Plan & Floor Plan

(as presented in 2015 staff report)

EXHIBIT C

CITY OF SAND CITY

RESOLUTION SC 15-52, 2015

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 594 FOR MAX KAMMERER ALLOWING  
AN ORNAMENTAL METAL WORKSHOP AT 836 AFTON AVENUE AS AN  
INTERIM USE UNTIL NEW DEVELOPMENT OF THE  
SOUTH OF TIOGA COMMENCES**

**WHEREAS**, Max Kammerer, of Ornamental Iron Unlimited, submitted an application to the City of Sand City for conditional use permit approval to utilize an approximate 2,000 square foot commercial building at 836 Afton Avenue (APN 011-123-004) in Sand City as an ornamental metal fabrication workshop; and

**WHEREAS**, the subject property is located within the South of Tioga Planning District intended for new development as discussed in the City's General Plan, of which the applicant has been informed that his use is being considered only as an interim use until such time as new cohesive development of the South of Tioga area proceeds; and

**WHEREAS**, existing on-site water credit is sufficient to accommodate the proposed use of the subject commercial building per the current regulations of the Monterey Peninsula Water Management District (MPWMD); and

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

**WHEREAS**, the City Council of the City of Sand City, on July 21, 2015, has found and determined that, as an interim use, the proposed ornamental metal fabrication workshop, and the scale thereof, on the subject property, as described by the applicant and appropriately conditioned, will not adversely impact the existing character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Conditional Use Permit (CUP) 594 shall be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit (CUP) 594 as outlined in the City staff report, dated July 2, 2015.

**NOW THEREFORE**, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 594 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 594 is not valid, and the applicant's use of the property shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permit and acceptance

of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed document may be grounds for termination of said Permit.

2. Purpose: Conditional Use Permit (CUP) 594 is for the express purpose of authorizing a limited scale ornamental metal fabrication workshop within an approximate 2,000 square foot area of an existing commercial building as an interim use of property at 836 Afton Avenue (APN 011-123-004); subject to the terms and conditions specified in CUP 594. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 594 without either an amendment of said Permit or the issuance of a new permit.
3. Expiration/Termination: Conditional Use Permit (CUP) 594 shall expire on July 31, 2016, subject to City Council discretionary 90-day time extensions thereafter. CUP 594 shall automatically and immediately terminate upon termination of the lease between the applicant and the site's property owner. In addition, if the use authorized by Conditional Use Permit 594 violates any term, condition, and/or requirement of said Permit, a public hearing may be scheduled by the City to consider revoking said Permit. The business and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to terminate said Permit.
4. Temporary Use Acknowledgment: The applicant's signature of acceptance to the conditions and terms of CUP 594 shall signify the applicant's understanding and acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that use on this site may be terminated by development of the property, and 3) the applicant shall waive any right or claim to relocation assistance as they are entering this site of their own volition after being informed that this use is temporary until new development of the site and/or surrounding area commences.
5. Hours of Activity: Authorized hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. There shall be no operation on Sundays and City recognized public holidays. Office activity on-site by the applicant/employee(s) may extend beyond the aforementioned hours provided that the site is not open to the public. All manufacturing and/or loading/unloading activities associated with this use at this site shall only occur within the aforementioned permitted hours of operation.
6. On-Site Parking: A minimum of three (3) on-site parking spaces shall be maintained on the property, within that asphalt paved front yard area abutting the building and fronting Afton Avenue. At no time shall there be any parking encroachment into the Afton Avenue right-of-way.
7. Company Vehicle Parking: The forklift and any other similar type of motorized-mobile equipment shall only be stored/parked inside the building or the existing fenced yard during non-operational hours. The applicant may park no more than one (1) company vehicle on-site during non-business hours provided that said vehicle does not

encroach into the Afton Avenue public right-of-way (including future sidewalk/driveway apron, etc.).

8. Truck / Trailer Street Parking: The applicant shall not park or store trucks, trailers, or other vehicles within any public right-of-way in Sand City as specified in Chapter 10.08 of the City's Municipal Code, and/or in compliance with the terms/conditions of CUP 594. Violation may result in the issuance of City citations as authorized by Municipal Code Chapter 10.08.
9. Loading / Unloading: Loading and unloading activities associated with this use shall only utilize the asphalt paved yard on the property, and shall not encroach or interfere with the Afton Avenue public right-of-way. All loading/unloading of any item associated with the applicant's operation shall only occur during Permit authorized hours of activity (see Permit Condition No. 5). At no time shall loading/unloading interfere or impede traffic circulation on any City street. Professional delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt from these restrictions.
10. Manufacturing & Sales: Manufacturing, office, and sales activities shall only occur within the confines of the building and/or existing fenced yard. Materials and equipment shall also be maintained within the building and/or fenced yard. Hammering, sanding, and saw and/or blade cutting of metal activities, that generate excessive noise, shall be maintained within the building. The building's roll-up doors may remain open unless noise generating activities presents a public nuisance; whereby those roll-up doors shall be closed at the direction of the City. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department and the City's Fire Department. If the applicant utilizes and maintains an air compressor on the property, it shall be maintained and operated within the building. Any air compressor utilized on-site shall be electric powered and not gas/fuel powered. During non-business hours, said air compressor shall be turned off to prevent automatic re-pressurization during non-business hours. The City may impose additional mitigating as necessary to address City verified public complaints. The City retains the right to initiate amendments of CUP 594 to address future potential public nuisance issues.
11. Storage: All materials, parts, tools, equipment, and/or any other item associated with this use, shall only be stored within the building or within the confines of the existing fenced yard. Storage within the yard shall be properly screened. The placement of a self-contained portable storage unit/container on-site, beyond the confines of the building and/or existing fenced yard, 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 site's ability to sufficiently accommodate the applicant's operation; and thus be sufficient reason for the City to terminate CUP 594.
12. Signs: Any sign on the exterior of the building, or anywhere on the subject property, identifying the approved use at this location, shall be reviewed and approved by the Sand City Design Review Committee (DRC) prior to the establishment of any sign at

this site. The applicant shall not place any free-standing sign anywhere within City limits without Community Development Department approval.

13. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as allowed by CUP 594. The applicant and/or property owner shall be responsible for maintenance and upkeep of the applicant's leased area for the duration of the allowed use.
14. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by this operation shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building, the existing side and rear fenced yard, or within a City approved enclosure on the property. An enclosure may be established on the property only after approval by the City's Planning Department. The applicant shall implement recycling as part of this operation's regular routine when feasible.
15. Hazardous Waste: Any hazardous materials and/or waste used/generated by the approved use shall be legally stored and disposed of in accordance with the regulations of Sand City, the County of Monterey, and the State of California. Any illegal storage, dumping and/or disposal shall be adequate grounds for termination of CUP 594.
16. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises by the applicant's operation.
17. Water: Issuance of CUP 594 does not grant the applicant and/or property owner any right or privilege to any allocation of water from the City of Sand City or other entity. This operation shall be limited to those water credits currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
18. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency, and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security, street parking, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
19. Fire Department: The applicant and/or property owner shall coordinate with the City's contracted Fire Department to ensure that all applicable Fire Code requirements are implemented. The adequacy of occupancy separation shall be at the discretionary determination of the City's Fire Department. The applicant shall provide building plans to the Fire Department for review to determine adequacy and/or necessary mitigation

for Fire Code compliance, prior to the applicant taking occupancy of the building. The adequacy of the submitted plans shall be determined by the Fire Department. If building modifications are required, they shall be installed prior to the applicant's occupancy of the building. Furthermore, the use authorized by CUP 594, including installation and use of a forge, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department inspector. If the applicant cannot satisfy the Fire Department in regards to installing a forge, then the applicant is prohibited from installing a forge on-site. The property shall be available and open for Fire Department safety inspections during daytime business hours. Failure to comply with Fire Inspector requirements may be sufficient grounds for closure of the business and termination of CUP 594.

20. 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 CUP 594.
21. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be considered responsible for the impacts created by his operation 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 that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by this use, may be adequate grounds for the City to amend or terminate CUP 594. Failure to comply with such direction may result in the amendment or revocation of CUP 594.
22. Violation/Termination: If the City determines that any term or condition of CUP 594 has been violated, and/or use of the property 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 CUP 594, and may then order said Permit amended or revoked. The business and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate said Permit.
23. Interpretation: Any question of intent or interpretation regarding any condition within CUP 594 shall be resolved by the Sand City Planning Department staff.
24. The issuance of CUP 594 shall not supersede or override any requirements of any other City, County, State, or Federal agency.



25. Indemnification: To the extent permitted by law, the applicant shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside or void, any permit or approval authorized hereby for the Project, 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.
26. Business License: The applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the approved use within Sand City. Failure to maintain a current business licence shall be sufficient grounds for termination of CUP 594.

**PASSED AND ADOPTED** by the City Council of Sand City this 21<sup>st</sup> day of July, 2015, by the following vote:

AYES: Council Member Blackwelder, Carbone, Hubler, Kruper, Pendergrass  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None


ATTEST:

  
 Linda K. Scholink, City Clerk

APPROVED:

  
 David K. Pendergrass, Mayor

This is to certify that the Conditional Use Permit (CUP) 594 contains the conditions specified by the City Council in approving said Permit.

  
 Charles Pooler, Associate Planner

**APPLICANT ACCEPTANCE (CUP 594)**

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

DATED: 8-5-15

BY:   
 Applicant


Signatures continued on following page...

Signatures continued from previous page.

**CONSENT OF OWNER (CUP 594)**

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

DATED: 8/6/15

BY:   
Property Owner

Aaron -

Thank you for getting up to speed on our CUP situation. There were some things left out of your education that undermine your assertion that it was up to us to keep tabs on the CUP. This is not the case at all. Until we receive notice that the Council is considering not renewing that permit and are afforded an opportunity to have input into that process (a hearing) the CUP remains in effect.

There are two concerns you should recognize here: lack of notice invalidating any non-renewal and an overarching problem with taking away our CUP which has to do with the premature status of the development plans. This CUP was issued contemplating development which would change the appropriate uses in the area South of Tioga. The CUP was renewed automatically and without any notice to us of any hearing or other process for years. We were told that we would be notified before there was any change. Half a year ago, the developer (our landlord) apparently falsely told someone at the City that we were out of the premises. As a result, our business license was not renewed. While correcting the mistake on the business license last month we checked on the CUP and were told by your office that it appeared to be fine. This made sense because the process of developing the area South of Tioga has not begun and our shop is not doing anything inconsistent with the unchanged character of the area. We have over 3 years left on our lease during which - CUP or no CUP - we are obligated to pay rent and are entitled to possession of that property.

It is up to the developer to get the development moving before the City should get to the point of yanking our CUP. And the City should not be accepting false information fed to it by the developer as the basis for making such a decision. Ensuring that the information relied upon by the City for making such a decision is reliable requires a hearing. Otherwise - unless the City is participating in the development and is itself effectively taking away our property rights - the City would be putting the cart before the horse. In other words, the City would jump the gun to say the neighborhood has changed prior to the point any development is ready to presently proceed that will eventually affect the neighborhood's use making it inconsistent with a metal fabrication shop. The reason we know such a conclusion by the City would be premature is very simple: our shop is right smack dab where that planned development is supposed to happen and the developer/landlord has done nothing to change our occupancy of that property. Until our lease situation changes, the development is in no position to proceed, the area is not negatively impacted by our shop, our CUP should not be affected and the City should not be meddling in what is an entirely private transaction between us and the developer. In particular, the City should not let itself be used as hired muscle for abig money developer to shove us out of our established business without reasonable compensation.

So, what needs to done here – assuming you still think our CUP is ripe to be considered for non-renewal - is to set the matter for the next council meeting to rescind the decision you mentioned (retroactively) and to consider continuing the renewed status of the CUP until such time as the developer properly demonstrates a present ability to proceed.

Max & Debbie

**Linda Scholink**

---

**From:** Steven Andre <[REDACTED]>  
**Sent:** Wednesday, January 15, 2020 12:38 PM  
**To:** connie@sandcityca.org; linda@sandcityca.org  
**Subject:** Fw: 1/21/20 Public Hearing on CUP 594  
**Attachments:** OrnIronCouncilPacket.pdf

**RECEIVED**

**JAN 15 2020**

Sorry, wrong attachment. Here it is.  
-Steven Andre

**CITY OF SAND CITY**

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**From:** Steven Andre  
**Sent:** Wednesday, January 15, 2020 8:16 PM  
**To:** connie@sandcityca.org <connie@sandcityca.org>; linda@sandcityca.org <linda@sandcityca.org>  
**Subject:** Re: 1/21/20 Public Hearing on CUP 594

Attached are Max Kammerer's documents for the council members' packet.  
Thanks.  
-Steven Andre

11/16/2019 Email to Aaron Blair, City Manager

RECEIVED

JAN 15 2020

CITY OF SAND CITY

Aaron -

Thank you for getting up to speed on our CUP situation. There were some things left out of your education that undermine your assertion that it was up to us to keep tabs on the CUP. This is not the case at all. Until we receive notice that the Council is considering not renewing that permit and are afforded an opportunity to have input into that process (a hearing) the CUP remains in effect.

There are two concerns you should recognize here: lack of notice invalidating any non-renewal and an overarching problem with taking away our CUP which has to do with the premature status of the development plans. This CUP was issued contemplating development which would change the appropriate uses in the area South of Tioga. The CUP was renewed automatically and without any notice to us of any hearing or other process for years. We were told that we would be notified before there was any change. Half a year ago, the developer (our landlord) apparently falsely told someone at the City that we were out of the premises. As a result, our business license was not renewed. While correcting the mistake on the business license last month we checked on the CUP and were told by your office that it appeared to be fine. This made sense because the process of developing the area South of Tioga has not begun and our shop is not doing anything inconsistent with the unchanged character of the area. We have over 3 years left on our lease during which - CUP or no CUP - we are obligated to pay rent and are entitled to possession of that property.

It is up to the developer to get the development moving before the City should get to the point of yanking our CUP. And the City should not be accepting false information fed to it by the developer as the basis for making such a decision. Ensuring that the information relied upon by the City for making such a decision is reliable requires a hearing. Otherwise - unless the City is participating in the development and is itself effectively taking away our property rights - the City would be putting the cart before the horse. In other words, the City would jump the gun to say the neighborhood has changed prior to the point any development is ready to presently proceed that will eventually affect the neighborhood's use making it inconsistent with a metal fabrication shop. The reason we know such a conclusion by the City would be premature is very simple: our shop is right smack dab where that planned development is supposed to happen and the developer/landlord has done nothing to change our occupancy of that property. Until our lease situation changes, the development is in no position to proceed, the area is not negatively impacted by our shop, our CUP should not be affected and the City should not be meddling in what is an entirely private transaction between us and the developer. In particular, the City should not let itself be used as hired muscle for abig money developer to shove us out of our established business without reasonable compensation.

So, what needs to done here - assuming you still think our CUP is ripe to be considered for non-renewal - is to set the matter for the next council meeting to rescind the decision you mentioned (retroactively) and to consider continuing the renewed status of the CUP until such time as the developer properly demonstrates a present ability to proceed.

Max & Debbie

Exhibit 1

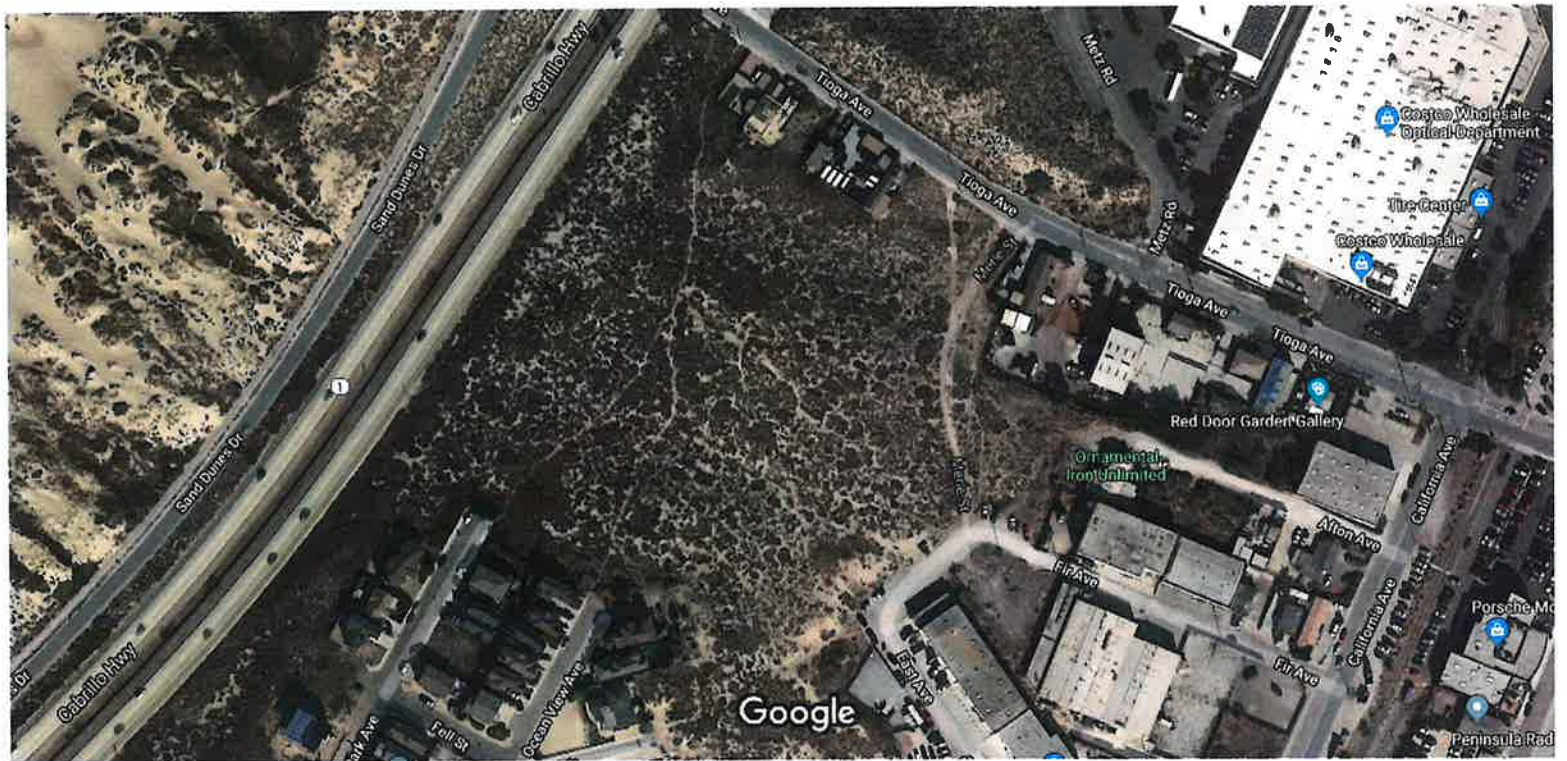
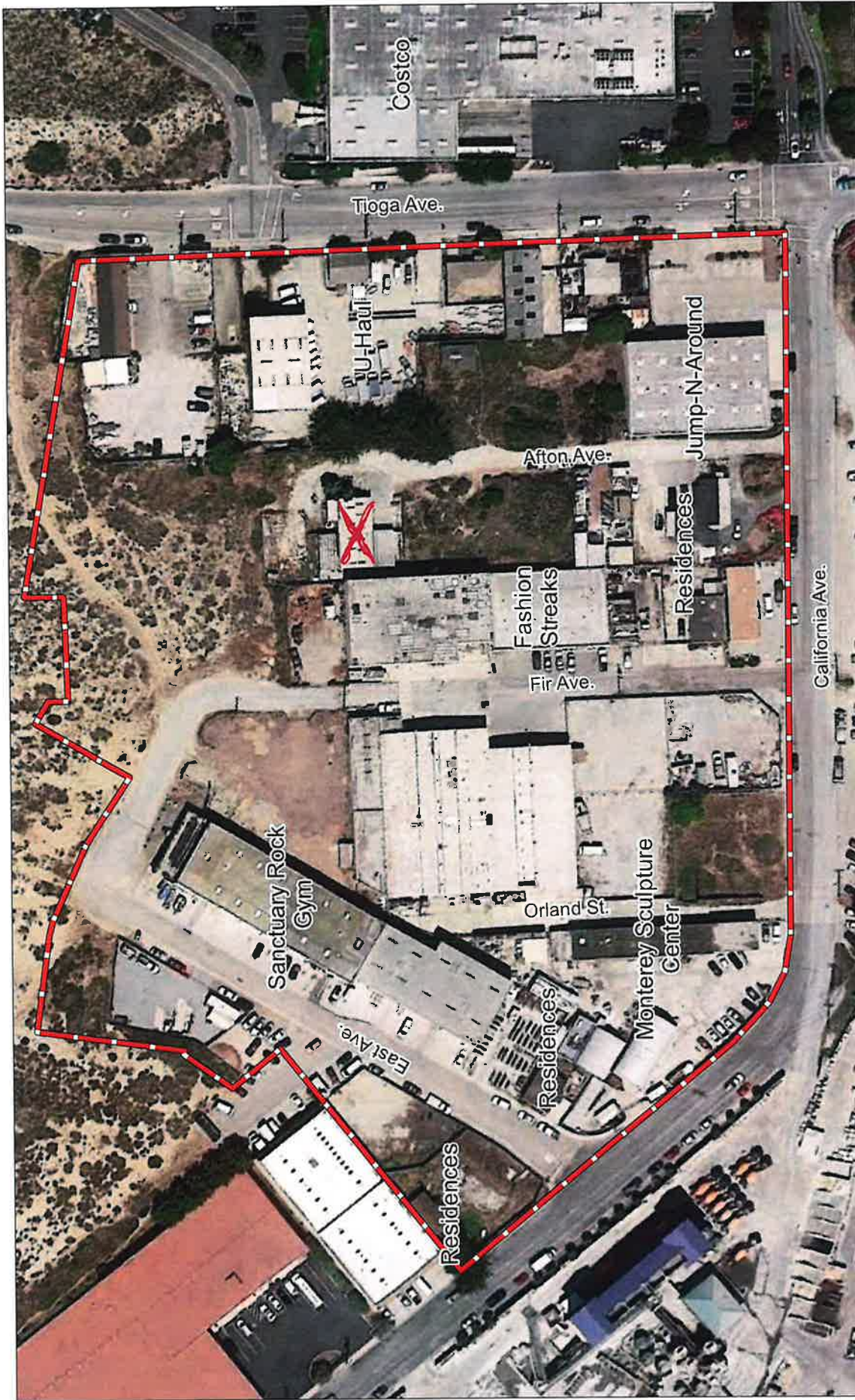


EXHIBIT 2





Source: Google 2016

Figure 3-2

# Project Site

South of Tioga Project EIR











**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): May 25, 2018

Cathy Gomez  
Max L. Kammerer

("Landlord") and  
("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: a warehouse and adjoining parking lot, fenced yard space at 836 Arden Ave, San Diego Ca 92155 consisting of approx 2000sf ("Premises"), which comprise approximately 87.000 % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ for a further description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2018 ("Commencement Date"), (Check A or B):

A. Lease: and shall terminate on (date) August 30, 2023 at 5:00  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. RENEWAL OR EXTENSION TERMS: See attached addendum \_\_\_\_\_

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$ \_\_\_\_\_ per month, for the term of the agreement.  
(2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_

(4) In accordance with the attached rent schedule.

(6) Other: Per Rent Schedule, Item 40

B. Base Rent is payable in advance on the 1st (or  ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Cathy Gomez at (address) 260 Via Paraiso, Monterey, CA 93940 or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on \_\_\_\_\_

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ \_\_\_\_\_ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant, (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (G)

Tenant's Initials (MK)



EXHIBIT 4



**BUSINESS LICENSE TAX CERTIFICATE**

This license evidences that the person(s), firm or corporation named herein has paid the applicable tax required by the City of Sand City for the period indicated below. No license issued under the provisions of the City of Sand City Municipal Code shall be construed as authorizing the conduct or continuance of any illegal or unlawful operation in violation of any City Ordinance relating thereto. This certificate is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**CITY OF SAND CITY**

1 Pendergrass Way Sand City, CA 93955  
Phone (831) 394-3054 • Fax (831) 394-2472

**BUSINESS NAME:** Ornamental Iron Unlimited  
**BUSINESS LOCATION:** 836 AFTON AVE SAND CITY, CA 93955-3002

**BUSINESS TYPE:** RETAIL/WHOLESALE  
**DESCRIPTION:** Ornamental Metals

**BUSINESS OWNER:** Max Kammerer

**Business License Number:** 002350  
**Date Issued:** 10/15/2019  
**Expiration Date:** 6/30/2020

ORNAMENTAL IRON UNLIMITED  
836 AFTON AVE  
SAND CITY, CA93955-3002

*Linda Scholink*

Director of Administrative Services

PLEASE POST IN A CONSPICUOUS PLACE AT BUSINESS LOCATION

NOT TRANSFERABLE

EXHIBIT 5

CITY OF SAND CITY

RESOLUTION SC 15-52, 2015

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
CONDITIONAL USE PERMIT 594 FOR MAX KAMMERER ALLOWING  
AN ORNAMENTAL METAL WORKSHOP AT 836 AFTON AVENUE AS AN  
INTERIM USE UNTIL NEW DEVELOPMENT OF THE  
SOUTH OF TIOGA COMMENCES

WHEREAS, Max Kammerer, of Ornamental Iron Unlimited, submitted an application to the City of Sand City for conditional use permit approval to utilize an approximate 2,000 square foot commercial building at 836 Afton Avenue (APN 011-123-004) in Sand City as an ornamental metal fabrication workshop; and

WHEREAS, the subject property is located within the South of Tioga Planning District intended for new development as discussed in the City's General Plan, of which the applicant has been informed that his use is being considered only as an interim use until such time as new cohesive development of the South of Tioga area proceeds; and

WHEREAS, existing on-site water credit is sufficient to accommodate the proposed use of the subject commercial building per the current regulations of the Monterey Peninsula Water Management District (MPWMD); and

WHEREAS, the proposed manufacturing use within an existing building qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of the City of Sand City, on July 21, 2015, has found and determined that, as an interim use, the proposed ornamental metal fabrication workshop, and the scale thereof, on the subject property, as described by the applicant and appropriately conditioned, will not adversely impact the existing character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Conditional Use Permit (CUP) 594 shall be granted upon the conditions hereinafter set forth; and

WHEREAS, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit (CUP) 594 as outlined in the City staff report, dated July 2, 2015.

NOW THEREFORE, the City Council of the City of Sand City hereby grants and issues Conditional Use Permit (CUP) 594 upon the following terms and conditions:

1. Conditional Use Permit (CUP) 594 is not valid, and the applicant's use of the property shall not commence unless and until two copies of the Resolution/Permit, signed by the permittee and the landowner, acknowledging receipt of the Permit and acceptance



of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed document may be grounds for termination of said Permit.

2. **Purpose:** Conditional Use Permit (CUP) 594 is for the express purpose of authorizing a limited scale ornamental metal fabrication workshop within an approximate 2,000 square foot area of an existing commercial building as an interim use of property at 836 Afton Avenue (APN 011-123-004); subject to the terms and conditions specified in CUP 594. There shall be no expansion to the scope or intensity of this operation beyond that use authorized by CUP 594 without either an amendment of said Permit or the issuance of a new permit.
3. **Expiration/Termination:** Conditional Use Permit (CUP) 594 shall expire on July 31, 2016, subject to City Council discretionary 90-day time extensions thereafter. CUP 594 shall automatically and immediately terminate upon termination of the lease between the applicant and the site's property owner. In addition, if the use authorized by Conditional Use Permit 594 violates any term, condition, and/or requirement of said Permit, a public hearing may be scheduled by the City to consider revoking said Permit. The business and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to terminate said Permit.
4. **Temporary Use Acknowledgment:** The applicant's signature of acceptance to the conditions and terms of CUP 594 shall signify the applicant's understanding and acknowledgment that 1) the subject property is within the General Plan designated South of Tioga land use district, 2) that **use on this site may be terminated by development of the property**, and 3) the applicant shall waive any right or claim to relocation assistance as they are entering this site of their own volition after being informed that this use is temporary until new development of the site and/or surrounding area commences.
5. **Hours of Activity:** Authorized hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. There shall be no operation on Sundays and City recognized public holidays. Office activity on-site by the applicant/employee(s) may extend beyond the aforementioned hours provided that the site is not open to the public. All manufacturing and/or loading/unloading activities associated with this use at this site shall only occur within the aforementioned permitted hours of operation.
6. **On-Site Parking:** A minimum of three (3) on-site parking spaces shall be maintained on the property, within that asphalt paved front yard area abutting the building and fronting Afton Avenue. At no time shall there be any parking encroachment into the Afton Avenue right-of-way.
7. **Company Vehicle Parking:** The forklift and any other similar type of motorized-mobile equipment shall only be stored/parked inside the building or the existing fenced yard during non-operational hours. The applicant may park no more than one (1) company vehicle on-site during non-business hours provided that said vehicle does not

encroach into the Afton Avenue public right-of-way (including future sidewalk/driveway apron, etc.).

8. **Truck / Trailer Street Parking:** The applicant shall not park or store trucks, trailers, or other vehicles within any public right-of-way in Sand City as specified in Chapter 10.08 of the City's Municipal Code, and/or in compliance with the terms/conditions of CUP 594. Violation may result in the issuance of City citations as authorized by Municipal Code Chapter 10.08.
9. **Loading / Unloading:** Loading and unloading activities associated with this use shall only utilize the asphalt paved yard on the property, and shall not encroach or interfere with the Afton Avenue public right-of-way. All loading/unloading of any item associated with the applicant's operation shall only occur during Permit authorized hours of activity (see Permit Condition No. 6). At no time shall loading/unloading interfere or impede traffic circulation on any City street. Professional delivery services such as UPS or Federal Express, with extremely short delivery times of only a few minutes, are exempt from these restrictions.
10. **Manufacturing & Sales:** Manufacturing, office, and sales activities shall only occur within the confines of the building and/or existing fenced yard. Materials and equipment shall also be maintained within the building and/or fenced yard. Hammering, sanding, and saw and/or blade cutting of metal activities, that generate excessive noise, shall be maintained within the building. The building's roll-up doors may remain open unless noise generating activities presents a public nuisance, whereby those roll-up doors shall be closed at the direction of the City. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department and the City's Fire Department. If the applicant utilizes and maintains an air compressor on the property, it shall be maintained and operated within the building. Any air compressor utilized on-site shall be electric powered and not gas/fuel powered. During non-business hours, said air compressor shall be turned off to prevent automatic re-pressurization during non-business hours. The City may impose additional mitigating as necessary to address City verified public complaints. The City retains the right to initiate amendments of CUP 594 to address future potential public nuisance issues.
11. **Storage:** All materials, parts, tools, equipment, and/or any other item associated with this use, shall only be stored within the building or within the confines of the existing fenced yard. Storage within the yard shall be properly screened. The placement of a self-contained portable storage unit/container on-site, beyond the confines of the building and/or existing fenced yard, 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 site's ability to sufficiently accommodate the applicant's operation; and thus be sufficient reason for the City to terminate CUP 594.
12. **Signs:** Any sign on the exterior of the building, or anywhere on the subject property identifying the approved use at this location, shall be reviewed and approved by the Sand City Design Review Committee (DRC) prior to the establishment of any sign at

this site. The applicant shall not place any free-standing sign anywhere within City limits without Community Development Department approval.

13. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site except as allowed by CUP 594. The applicant and/or property owner shall be responsible for maintenance and upkeep of the applicant's leased area for the duration of the allowed use.
14. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by this operation shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building, the existing side and rear fenced yard, or within a City approved enclosure on the property. An enclosure may be established on the property only after approval by the City's Planning Department. The applicant shall implement recycling as part of this operation's regular routine when feasible.
15. Hazardous Waste: Any hazardous materials and/or waste used/generated by the approved use shall be legally stored and disposed of in accordance with the regulations of Sand City, the County of Monterey, and the State of California. Any illegal storage, dumping and/or disposal shall be adequate grounds for termination of CUP 594.
16. Water Runoff: This operation shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the premises by the applicant's operation.
17. Water: Issuance of CUP 594 does not grant the applicant and/or property owner any right or privilege to any allocation of water from the City of Sand City or other entity. This operation shall be limited to those water credits currently available to the property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
18. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Seaside County Sanitation District, the Monterey Regional Water Pollution Control Agency, and Monterey County Health Department, shall be implemented to the satisfaction of each department. Police Department requirements pertaining to security, street parking, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
19. Fire Department: The applicant and/or property owner shall coordinate with the City's contracted Fire Department to ensure that all applicable Fire Code requirements are implemented. The adequacy of occupancy separation shall be at the discretionary determination of the City's Fire Department. The applicant shall provide building plans to the Fire Department for review to determine adequacy and/or necessary mitigation.



for Fire Code compliance, prior to the applicant taking occupancy of the building. The adequacy of the submitted plans shall be determined by the Fire Department. If building modifications are required, they shall be installed prior to the applicant's occupancy of the building. Furthermore, the use authorized by CUP 594, including installation and use of a forge, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department inspector. If the applicant cannot satisfy the Fire Department in regards to installing a forge, then the applicant is prohibited from installing a forge on-site. The property shall be available and open for Fire Department safety inspections during daytime business hours. Failure to comply with Fire Inspector requirements may be sufficient grounds for closure of the business and termination of CUP 594.


20. 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 CUP 594.
21. Nuisance: Use of the property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties. The applicant shall be considered responsible for the impacts created by his operation 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 that this operation may or will generate. If the City Council finds at any time that any use of the property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by this use, may be adequate grounds for the City to amend or terminate CUP 594. Failure to comply with such direction may result in the amendment or revocation of CUP 594.
22. Violation/Termination: If the City determines that any term or condition of CUP 594 has been violated, and/or use of the property 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 CUP 594, and may then order said Permit amended or revoked. The business and property owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate said Permit.
23. Interpretation: Any question of intent or interpretation regarding any condition within CUP 594 shall be resolved by the Sand City Planning Department staff.
24. The issuance of CUP 594 shall not supersede or override any requirements of any other City, County, State, or Federal agency.

25. Indemnification: To the extent permitted by law, the applicant shall indemnify and hold harmless the City, its City Council, its officers, employees, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside or void any permit or approval authorized hereby for the Project, 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.
26. Business License: The applicant shall acquire, maintain, and annually renew a Sand City business licence for the duration of the approved use within Sand City. Failure to maintain a current business licence shall be sufficient grounds for termination of CUP 594.

**PASSED AND ADOPTED** by the City Council of Sand City this 21<sup>st</sup> day of July, 2015. by the following vote:

AYES: Council Member Blackwelder, Carbone, Hubler, Kruper, Pendergrass  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

ATTEST:

  
 Linda K. Scholink, City Clerk

APPROVED:

  
 David K. Pendergrass, Mayor


This is to certify that the Conditional Use Permit (CUP) 594 contains the conditions specified by the City Council in approving said Permit.

  
 Charles Pooler, Associate Planner

**APPLICANT ACCEPTANCE (CUP 594)**

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

DATED: 8-5-15

BY:   
 Applicant

Signatures continued on following page...


Signatures continued from previous page.

**CONSENT OF OWNER (CUP 594)**

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

NEED  
SIGN

DATED: 8/6/15

BY:   
Property Owner



*Max Kammerer (Ornamental Iron Unlimited) proposes that the Council adopt the following resolution:*

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**[Proposed] Resolution Continuing Conditional Use Permit 594 for Max Kammerer Allowing an Ornamental Metal Workshop at 836 Afton Avenue as an Interim Use Until New Development of the South of Tioga Commences**

**WHEREAS**, Max Kammerer holds a lease which requires him to pay rent on the premises at 836 Afton Avenue until June 30, 2023;

**WHEREAS**, the continuing use of Max Kammerer of 836 Afton Avenue for an ornamental metal workshop does not adversely impact the existing character of the surrounding neighborhood, is not injurious or detrimental to adjoining properties or the rights of the owners therein;

**WHEREAS**, Max Kammerer has been duly issued a valid and current business license for the premises at 836 Afton Avenue;

**WHEREAS**, the developer proposing the redevelopment project in the area South of Tioga, DBO Development 30, LLC, is Max Kammerer's landlord;

**WHEREAS**, new cohesive development of the South of Tioga area is not presently proceeding;

**WHEREAS**, because of the location of 836 Afton in relation to the proposed development, the South of Tioga area project proposed by the developer, DBO Development 30, LLC, will not be ready to commence until after that landlord has terminated the lease of the property at 836 Afton held by its tenant, Max Kammerer;

**NOW THEREFORE**, the City Council of the City of Sand City hereby grants an extension of CUP 594 on the previously allowed terms and conditions until such time as the developer is able to demonstrate that cohesive development of the South of Tioga area has commenced and/or

that continuing use of 836 Afton Avenue for an ornamental metal workshop adversely impacts the existing character of the surrounding neighborhood and is injurious or detrimental to adjoining properties or the rights of the owners therein.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_ day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Linda Scholink, City Clerk

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

# ATTACHMENT 1

## CITY OF SAND CITY

### RESOLUTION SC \_\_\_\_\_, 2020

#### RESOLUTION OF THE CITY COUNCIL OF SAND CITY DISAPPROVING A TIME EXTENSION OF CUP 594 FOR MAX KAMMERER AT 836 AFTON AVENUE WITHIN THE SOUTH OF TIOGA AREA AND ALLOWING SAID PERMIT TO EXPIRE

**WHEREAS**, various conditional use permits and coastal development permits were issued by the City of Sand City (hereinafter “the City”) over the years as temporary interim uses within the Sand City General Plan’s (2002 ed) identified South of Tioga Planning District until such time as revitalizing development of that area was ready to proceed to address blighted conditions and promote economic revitalization; and

**WHEREAS**, Conditional Use Permit 594 (hereinafter “CUP 594”) was issued to Max Kammerer on July 21, 2015 authorizing a metal workshop at 836 Afton Avenue (APN 011-123-004) (hereinafter the “Subject Property”) as an interim use for a temporary period of one (1) year with the possibility of ninety (90) day time extensions thereafter, at the discretion of the City Council, until such time as the South of Tioga redevelopment project was ready to proceed; and

**WHEREAS**, the Environmental Impact Report, the Vesting Tentative Map, and the Mitigation Monitoring Program for the South of Tioga Project was approved by the City Council on June 5, 2018 with further land entitlement public hearings and Council consideration for this Project ongoing thereafter; and

**WHEREAS**, the South of Tioga Project is now close to initiating demolition and grading activities in early 2020 for Phase I of this project to prepare the individual development pads, installation of new utilities, and construction of new public infrastructure and amenities; and

**WHEREAS**, redevelopment to revitalize the South of Tioga area is essential to the City in meeting State mandated affordable housing, the removal of blighted conditions, improvement of utility services and public infrastructure, diversifying City revenue sources, and promoting economic growth; and

**WHEREAS**, CUP 594 was granted multiple 90-day time extensions at the discretion of the City Council after its initial expiration of June 31, 2016, with the last 90-day time extension granted by the City in January of 2019 (Resolution SC 19-02) that expired on April 30, 2019, where after CUP 594 was not renewed or extended by the City; and

**WHEREAS**, Mr. Kammerer would like to continue his use at the Subject Property; however, his continued operation and occupancy of the Subject Property are an impediment to the commencement of utility removal, demolition and grading activities, and new public improvement construction that are necessary for the South of Tioga Project to proceed;

and

**WHEREAS**, when a public agency rejects or disapproves a project, it is statutorily exempt and not subject to CEQA per CEQA Guideline section 15270(a).

**NOW , THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sand City does hereby disapprove any further time extensions of CUP 594, and CUP 594 shall henceforth be expired.

**PASSED AND ADOPTED**, by the City Council of Sand City this \_\_\_ day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

---

Mary Ann Carbone, Mayor

---

Linda K. Scholink, City Clerk

# AGENDA ITEM


10A



# City of Sand City

Agenda  
Item  
IOA

## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Blair, City Manager   
**DATE:** January 21, 2020  
**SUBJECT:** Capital Improvement Plan Review

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### Background:

In July of 2019 staff presented a draft five-year Capital Improvement Plan (CIP). Staff received input from Council, and it was determined that the CIP would be brought back at a future workshop. City Staff held a workshop on December 10, 2019 to discuss, review, and prioritize items within the proposed CIP. The following items in bold were selected as top priority, and deemed OK to propose in the final draft CIP for 2019/2020 funding.

- Project #1 Public Works Building. This could possibly be moved up from the 2023/24 budget to the 2020/21 in order to repurpose the Carrol property. This will be determined after a Community Center Study (#4) is completed.
- **Project #2 City Hall Electrical Service Upgrades. OK 2019/20**
- **Project #4 Community Center Study. OK 2019/20**
- **Project #5 West End Stormwater Improvement Project - Contra Costa St. Attached to grant funding. OK 2019/20**
- **Project #6 West End Stormwater Improvement Project - Catalina St. Attached to grant funding. OK 2019/20**
- Project #8 California Ave. - East Half (Tioga Ave. to East Ave)- Moved to 20/21. Staff was asked to review funding options.
- **Project #9 West Bay St. Coastal Access Repair Project. Attached to grant funding. OK 2019/20**
- Project #12 TAMC ROW Improvements. Moved to 22/23. Wait for TAMC Busway Project
- **Project #14 Parking Plan. OK 2019/20**
- **Project #15 Calabrese Park Improvements – Phase 1. Attached to grant funding. OK 2019/20**
- Project #17 TAMC Parcel Landscaping. Moved to 21/22. Wait to see if Project #5 gets approved.
- **Project #19 Habitat Preserves at Edgewater Commercial Shopping Center. OK 2019/20**
- Project #21 Sustainable Transportation Plan. Removed, already funded in the 2019/20 operations budget.

- **Project #25 Façade Program. OK 2019/20**
- **Project #26 Public Art Program. OK 2019/20**
- **Project #27 IWorQ Systems - Applications and Software Services. Approved/Completed 2019/20**
- **Project #28 Granicus, LLC - Agenda Management Software / City Website Redesign. Approved/Completed 2019/20**
- **Project #29 ECS Imaging, Inc - Laserfiche Record Management Software. Approved/Completed 2019/20**
- **Project #30 Firewall (Administration). Approved/Completed 2019/20**
- **Project #31 Patrol Vehicles. Move out a year, and reconsider after South of Tioga is online. Bring back more data on the year, mileage, and use of each vehicle. Take a deeper look at all vehicles and equipment replacement schedules.**
- **Project #32 Street Sweeper. Possibly keep in 2019/20. Bring back data on sale of current sweeper. Bring back more data on the year, mileage, and use of each vehicle.**
- **Project #33 Dump Truck. Move out a year. Bring back more data on the year, mileage, and use of each vehicle.**

The CIP will be reviewed annually to allow for modifications.

**Recommendation:**

Staff recommends that the five-year Capital Improvement Plan (CIP), and allocation of funding for the 2019/2020 CIP be placed on the February 4, 2020 agenda for consideration of approval.

**CEQA:**

N/A

**Fiscal Impact:**

There is no fiscal impact associated with the review and recommendation to place the CIP on the February 4, 2020 agenda for consideration of approval. The 2019/2020 CIP funding as proposed is \$496,100.

CITY OF SAND CITY  
5-YEAR CAPITAL IMPROVEMENT PROGRAM  
FY 2019/2020 - 2023/2024

A	B	C	D	E	E	F	G	H	I	K	L					M	N
											Fiscal Years						
No.	Project Title	Project Description	2019 Project Cost (Est.)	Multiple Year Project?	Grant Funding Available (Y=Yes)	Grant Funding Amount (Est.)	Matching Amount (Est.)	Project Cost - Grant Funding (Est.)	Funding Sources	Department	2019/2020	2020/2021 3%	2021/2022 6%	2022/2023 9%	2023/2024 12%	Total 5-Year Fiscal Cost (Est.)	Notes
<b>Government Facilities</b>																	
1	Public Works Building	Construct new 2-story steel building to house equipment, frame offices on 2nd floor, and provide paved parking area at existing PW corporation yard	\$300,000	N				\$300,000	General Fund	Public Works	\$0				\$336,000	\$336,000	Estimated costs provided by PD/PWD. May move up for community center.
2	City Hall Electrical Service Upgrades	Improve electrical service to include new commercial panel and new connection to PG&E electrical supply	\$100,000	N				\$100,000	General Fund	Public Works	\$100,000					\$100,000	Estimated costs provided by PD/PWD. PGE Grant?
3	City Hall Air Conditioning System	Install air conditioning system	\$40,000	N				\$40,000	General Fund	Public Works	\$0		\$42,400			\$42,400	Estimated costs provided by PD/PWD.
4	Community Center	Study/analysis to determine the feasibility of a community center	\$25,000	N				\$25,000	General Fund	Admin	\$25,000					\$25,000	Estimated costs provided by CE/CM.
<b>Subtotal - Government Facilities</b>											\$125,000	\$0	\$42,400	\$0	\$336,000	\$503,400	
<b>Transportation</b>																	
5	West End Stormwater Improvement Project - Contra Costa St.	Green Street/Complete Street Reconstruction of major collector	\$1,400,000	Y 2019-2021	Y	\$1,260,000	\$140,000	\$140,000	Prop. 1 SW Grant (10% DAC Match), General Fund,	Public Works	\$25,000	\$118,450				\$143,450	Grant response: Sept. Funding 12/2020 Construction 2021
6	West End Stormwater Improvement Project - Catalina St	Green Street/Complete Street Reconstruction of minor collector	\$975,000	Y 2019-2021	Y	\$710,000	\$0	\$265,000	Prop. 1 IRWM SW Grant, General Fund	Public Works	\$25,000	\$240,000				\$265,000	Grant response: April Funding 7/2020 Construction 2021
7	Contra Costa Street Improvements	Street reconstruction from Redwood Ave. to north end at Bay Avenue for portion of street not included in the West End Stormwater Improvement Project.	\$600,000	Y 2022-2024				\$600,000	General Fund	Public Works	\$0			\$98,100	\$516,120	\$614,220	Estimated costs provided by City Engineer
8	California Ave. - East Half (Tioga Ave. to East Ave)	East half of California Ave. adjacent to the South of Tioga project to include rehabilitated street pavement and new curb, gutter, and sidewalk.	\$800,000	N				\$800,000	General Fund	Public Works		\$400,000	\$400,000			\$800,000	Estimated costs provided by City Engineer. Timing of costs with respect to fiscal year dependent on progress of South of Tioga.
9	West Bay St. Coastal Access Repair Project	Repair of damaged observation platform and storm drain inlet and small infiltration basin, wood walkways, benches, and signage at end of West Bay St.	\$120,000	N	Y	\$113,000	\$0	\$7,000	FEMA/CalOES Grant, General Fund	Public Works	\$7,000					\$7,000	Estimated costs provided by City Engineer
10	Pavement Management Program (PMP)	Establish a PMP to guide/direct short and long-term rehabilitation and maintenance of existing streets built upon the regional PMP effort established by TAMC and their consultant, NCE.	\$1,500,000	Y 2019-2024	Y	\$171,600	\$0	\$1,328,400	SB 1, Measure X, HUTA (total for all is \$42.9K), General Fund	Public Works	\$0	\$386,250	\$397,500	\$408,750	\$420,000	\$1,612,500	Estimates based on "setup" of PMP in Year 1 (FY 19/20) using ONLY outside funding sources shown (\$42,900) and for Years 2-5 implementing NCE recommendation to spend \$300,000/year (minus outside funding sources) to bring streets up to PCI of 70 (good)...
11	Carroll Property Repurpose	Improve existing building and parking lot.	\$100,000	Y 2020-2022				\$100,000	General Fund	Public Works	\$0	\$51,500	\$53,000			\$104,500	Possible uses include: Food Truck pod, Community Gallery, Sand City Arts office, incubator...
12	TAMC ROW Improvements	Improve area within existing 100' TAMC ROW to provide public parking, landscaping, stormwater control measures, and public amenities.	\$25,000	N	TBD (TAMC?)			\$25,000	General Fund	Public Works				\$27,250		\$27,250	Estimated cost for concept design. Wait for TAMC busway project.
13	Parking Garage	Construct a multi-story parking garage to provide public parking in the downtown area.	\$2,500,000					\$2,500,000	General Fund	Public Works	\$0						Estimated costs \$25,000 per spot/100 spots
14	Parking Plan	Study/analysis to determine the feasibility of increasing parking w/in city.	\$36,600	N				\$36,600	General Fund	Planning	\$36,600					\$36,600	Parking Plan to include CEQA, and to be included in a future general plan update
<b>Subtotal - Transportation</b>											\$93,600	\$1,196,200	\$850,500	\$534,100	\$936,120	\$3,610,520	
<b>Parks</b>																	
15	Calabrese Park Improvements - P1	Phase 1 includes ADA parking and pedestrian improvements at top of park.	\$120,000	N	Y	\$60,000	N	\$60,000	CDBG (\$60K), General Fund	Public Works	\$60,000					\$60,000	Estimated costs provided by City Engineer. Ask for extension
16	Calabrese Park Improvements - P2	Phase 2 includes additional ADA parking and pedestrian access improvements, new curb, gutter, sidewalk, and parking lots adjacent to park and city hall parcel, site grading and retaining walls for new play structures, tables, BBQs, and refurbished public bathrooms.	\$1,515,195	N	Y	\$1,515,195	N	\$0	Prop. 68 Statewide Park Development and Community Revitalization Program (no matching requirement)	Public Works	\$0					\$0	Estimated costs provided by City staff.



A	B	C	D	E	E	F	G	H	I	K	L					M	N
											Fiscal Years						
No.	Project Title	Project Description	2019 Project Cost (Est.)	Multiple Year Project?	Grant Funding Available (Y=Yes)	Grant Funding Amount (Est.)	Matching Amount (Est.)	Project Cost - Grant Funding (Est.)	Funding Sources	Department	2019/2020	2020/2021 3%	2021/2022 6%	2022/2023 9%	2023/2024 12%	Total 5-Year Fiscal Cost (Est.)	Notes
17	TAMC Parcel Landscaping	Landscape improvements, water connection and meter to serve parcel and city monument on Contra Costa St.	\$35,000	N				\$35,000	General Fund	Public Works			\$38,150			\$38,150	Estimated costs provided by PD/PWD. Wait to see if #5 gets approved
18	Memorial/Lookout Area Improvements	Improve area along upper ridge/bike trail, install fencing/safety barrier near cliff edge, install bike rack	\$15,000	N				\$15,000	General Fund	Public Works	\$0				\$16,800	\$16,800	Estimated costs provided by PD/PWD.
19	Habitat Preserves at Commercial Shopping Center	Rehabilitation of existing habitat preserve areas behind the Edgewater Shopping Center.	\$15,000	N				\$15,000	General Fund		\$15,000					\$15,000	Estimated costs based on "scope development" for project.
<b>Subtotal - Parks</b>											\$75,000	\$0	\$38,150	\$0	\$16,800	\$129,950	
<b>Special Projects</b>																	
20	General Plan Update	Update general plan. Last updated in 2002. Most cities update every 15 years.	\$600,000	Y 2021-2023				\$600,000	General Fund	Planning	\$0		\$327,000	\$318,000		\$645,000	Average cost based on cost range of \$450,000-750,000 provided by EMC letter dated 6/25/19.
21	Sustainable Transportation Plan	Preparation of a local transportation study to address bicycle and pedestrian infrastructure, connectivity deficiencies, and develop solutions for gaps.	\$185,000	N	Y	\$163,779	\$21,221	\$21,221	General Fund, Caltrans Sustainable Transportation Plan Grant	Planning						\$0	Estimated costs provided by City Planner. Already in the operations budget
22	East Dunes Habitat Specific Plan (SP) and Habitat Conservation Plan (HCP)	Create and adopt a SP and HCP to address habitat issues in the East Dunes area and encumber development.	\$200,000	Y 2021-2023				\$200,000	General Fund	Planning			\$106,000	\$109,000		\$215,000	Estimated costs provided by City Planner.
23	Zoning Code Update - State Housing Mandate	Update of existing zoning code to address state housing mandate.	\$15,000	N				\$15,000	General Fund	Planning	\$0		\$15,900			\$15,900	Estimated costs provided by City Planner.
24	Zoning Code Update - General	General review and update of zoning code.	\$70,000	Y 2021-2023				\$70,000	General Fund	Planning	\$0		\$37,100	\$38,150		\$75,250	Average cost based on cost range of \$50,000-75,000 provided by EMC letter dated 6/25/19.
25	Facade Program	Assistance to business and property owners for exterior facade improvements.	\$50,000	N				\$50,000	General Fund	Communit Dev.	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	Five Grants per year proposed
26	Public Art Program	Sponsorship or Grant program	\$50,000	N				\$50,000	General Fund	Communit Dev.	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	Could be used as a grant or sponsorship
<b>Subtotal - Special Projects</b>											\$100,000	\$100,000	\$586,000	\$565,150	\$100,000	\$1,451,150	
<b>Information Technology (IT) Equipment and Software</b>																	
27	IWorQ Systems - Applications and Software Services	Purchase of the following: 1) Public Works 2) Stormwater MS4 3) Community Development 4) Plan Review 5) Citizen Engagement 6) Facilities Management 7) Asset Management	\$18,000	N				\$18,000	General Fund	Police / Community Dev.	\$12,000					\$12,000	Estimated cost provided by IWorQ.
28	Granicus, LLC - Agenda Management Software / City Website Redesign	Purchase agenda management software and services to redesign the city website including staff training, website maintenance, and technical assistance.	\$12,000	N				\$12,000	General Fund	Clerk	\$10,500					\$10,500	Estimated costs provided by Administrative Services Director.
29	ECS Imaging, Inc - Laserfiche Record Management Software	Purchase record management software to provide a public portal for citizens, council members, and others to access City documents.	\$33,000	N				\$33,000	General Fund	Clerk	\$28,000					\$28,000	Estimated costs provided by Administrative Services Director.
30	Firewall	Firewall Administration.	\$12,000	N				\$12,000	General Fund	Admin	\$12,000					\$12,000	Estimated costs provided by Administrative Services Director.
<b>Subtotal - IT Equip. and Software</b>											\$62,500	\$0	\$0	\$0	\$0	\$62,500	
<b>Vehicles and Equipment</b>																	
31	Patrol Vehicles	Purchase vehicles for police dept. use.	\$350,000	Y 20/24				\$350,000	General Fund	Police		\$50,000	\$60,000	\$120,000	\$120,000	\$350,000	Estimated costs provided by PD/PWD. Move to future years, South of Tioga
32	Street Sweeper	Purchase used street sweeper to replace existing sweeper.	\$40,000	N				\$40,000	General Fund	Public Works	\$40,000					\$40,000	Estimated costs provided by PD/PWD. Current sweeper pay-off \$32,000
33	Dump Truck	Purchase large capacity dump truck to replace worn Ford F350 1-ton truck.	\$75,000	N				\$75,000	General Fund	Public Works		\$75,000				\$75,000	Estimated costs provided by PD/PWD. Move to future year.
34	Tracked Skid Steer	Purchase track skid steer with attachments for PW maintenance projects.	\$75,000	N				\$75,000	General Fund	Public Works					\$84,000	\$84,000	Estimated costs provided by PD/PWD.
<b>Subtotal - Vehicles and Equipment</b>											\$40,000	\$125,000	\$60,000	\$120,000	\$204,000	\$549,000	
<b>Grand Total by Fiscal Years -</b>											<b>\$496,100</b>	<b>\$1,421,200</b>	<b>\$1,577,050</b>	<b>\$1,219,250</b>	<b>\$1,592,920</b>	<b>\$6,306,520</b>	

**Abbreviations**

ASD Administrative Services Director  
CE City Engineer  
CM City Manager  
CP City Planner  
Est. Estimate  
FY Fiscal Year  
PWF Public Works Foreman  
PDC Police Department Chief

**MORE INFO REQUESTED/CHANGED**  
**COUNCIL REVIEW 12.10.19 - OK**  
**COMPLETED**

# AGENDA ITEM

11A

**CITY OF SAND CITY**

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**STAFF REPORT**

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**DECEMBER 17, 2019**  
**(For City Council Review on January 21, 2020)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Service Contract with EMC Planning Group Inc. to prepare a Sand City Sustainable Transportation Plan**

**BACKGROUND**

The California Department of Transportation (“Cal-trans”), Division of Transportation Planning, provides grant funding opportunities to cities, counties, transit agencies, Regional Transportation Planning Agencies, Metropolitan Planning Organizations, and Native American Tribal Governments with the intent to strengthen the economy, promote equity, and protect the environment. The Sustainable Communities grants are State-funded, primarily through Senate Bill 1, the Road Repair and Accountability Act of 2017. The objective of the Sustainable Communities Grants is to encourage local and regional multimodal transportation and land use planning that furthers the region’s Regional Transportation Plan (RTP)/Sustainable Communities Strategy (where applicable), contributes to the State’s greenhouse gas reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines, addresses the needs of disadvantaged communities, and also assists in achieving the Cal-trans mission and grant program overarching objectives.

On November 30, 2018, the City of Sand City (the “City”) submitted an application for the FY2019-20 Cal-trans Sustainable Communities Grant. In late May of 2019, the City was awarded \$163,779 in grant funding with the required local City match of \$21,221 for a total project amount of \$185,000 for the preparation and completion of a Sand City Sustainable Transportation Plan. On October 22, 2019, Linda Scholink as the acting City Manager at that time and as authorized by City Resolution SC 19-51, signed and executed the Sustainable Communities Grants (State–SB 1) Restricted Grant Agreement (Agreement Number 74A1154) with Cal-Trans. The City’s adopted Fiscal Year 2019-2020 budget included \$21,221 for the purpose of accommodating the required matching fund amount for implementing the sustainable communities grant. In November of 2019, the City received written notice (see Exhibit A) from Cal-Trans that the City has met the Conditions of Grant Acceptance, and that work on the Sustainable Transportation Plan can commence as of November 15, 2019.

### **DISCUSSION**

The sustainable communities grant will be used to prepare a Sand City Sustainable Transportation Plan that will address bicycle and pedestrian infrastructure, connectivity deficiencies, and develop a solution to close bicycle and pedestrian gaps and links to the Monterey Bay regional trail through Sand City. Preparation of this Plan will provide important information for potential goals and policies that can be incorporated into the City's future General Plan update.

EMC Planning Group Incorporated ("EMC") has a current service agreement with the City to perform duties as a extension of City Hall Planning Department staff on an 'as needed' basis. EMC is needed to implement the project per the terms of the grant. Therefore, a new agreement to expand the current EMC service agreement is needed for the preparation of the 'Sustainable Transportation Plan' in accordance with the sustainable communities grant award/agreement terms in an amount not to exceed \$185,000, consisting of the Cal-Trans grant amount of \$163,779 and the City's budgeted matching funds of \$21,221.

### **RECOMMENDATION**

Staff recommends **APPROVAL** of a resolution authorizing the City Manager to execute the agreement with EMC for completion of the Sand City Sustainable Transportation Plan.

### **EXHIBIT(S):**

- A. Cal-Trans notification of the City meeting Conditions of Grant Acceptance (dated 11-15-19)

### **ATTACHMENT(S):**

1. Draft Resolution authorizing City Manager to execute an agreement with EMC Planning Group Inc. To prepare the Sand City Sustainable Transportation Plan. (Agreement with EMC attached to Resolution as "Resolution Exhibit A".)



*Making Conservation  
a California Way of Life.*

## DEPARTMENT OF TRANSPORTATION

DISTRICT 05  
PLANNING DIVISION  
50 HIGUERA ST  
SAN LUIS OBISPO, CA 93401  
PHONE (805) 549-3246  
TTY 711  
www.dot.ca.gov

November 15, 2019

Mr. Charles Pooler  
City Planner  
City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955

Dear Mr. Pooler:

The California Department of Transportation (Caltrans) is pleased to inform the City of Sand City that Conditions of Grant Acceptance have been met and work for the below Transportation Planning grant is authorized to begin effective November 15, 2019.

### Road Maintenance and Rehabilitation Account-Sustainable Communities

<b>Grant Fiscal Year (FY)</b>	2019-20
<b>Restricted Grant Agreement#</b> (if applicable)	74A1154
<b>Project Title</b>	Sand City Sustainable Transportation Plan
<b>Grant Award</b>	\$163,779
<b>Local Match</b>	\$21,2221
<b>Total Project Amount</b>	\$185,000
<b>Grant Expiration Date</b>	February 28, 2022-time extensions are not allowed
<b>Final Invoice Due</b>	April 28, 2022

As a reminder, City of Sand City is responsible for satisfying local match commitments in the amount shown above, including any local match amount above the minimum amount that is required with every invoice or request for reimbursement. The local match above is also part of the Restricted Grant Agreement between Caltrans and City of Sand City.

## EXHIBIT A

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

Mr. Charles Pooler  
November 15, 2019  
Page 2

Please contact me, at 805-549-3246, to schedule an administrative kick-off meeting to discuss grant requirements and address any questions. I look forward to working with you and your staff on this important project.

Sincerely,



ORCHID MONROY-OCHOA  
Associate Transportation Planner  
Office of Planning

c: Jelani Young, Associate or Transportation Planner, Caltrans, Headquarters



**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING  
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMC PLANNING  
GROUP IN PREPARING A SUSTAINABLE TRANSPORTATION PLAN IN AN  
AMOUNT NOT TO EXCEED \$185,000.00**

**WHEREAS**, in late May of 2019, the City of Sand City (the "City") was awarded \$163,779 in sustainable communities grant funding with a local City match of \$21,221 for a total project amount of \$185,000 regarding the preparation and completion of a Sand City Sustainable Transportation Plan and

**WHEREAS**, on October 22, 2019, Linda Scholink as the acting City Manager at that time and as authorized by City Resolution SC 19-51, signed and executed the Sustainable Communities Grants (State-SB 1) Restricted Grant Agreement (Agreement Number 74A1154) with the California Department of Transportation (hereinafter "Cal-Trans"); and

**WHEREAS**, \$21,221 was incorporated into the City's adopted fiscal year 2019-2020 operational budget for the purpose of accommodating the required matching fund amount for implementing the sustainable communities grant; and

**WHEREAS**, the City received notice from Cal-Trans that the City has met the Conditions of Grant Acceptance, and that work on the Sustainable Transportation Plan can commence as of November 15, 2019; and

**WHEREAS**, EMC Planning Group Incorporated (hereinafter "EMC"), has a current service agreement with the City to perform duties as a extension of City Hall Planning Department staff on an 'as needed' basis; and

**WHEREAS**, the City wishes to expand its current service agreement with EMC, as an extension of City Hall Planning Department staff, for the preparation of the 'Sustainable Transportation Plan' in accordance with the sustainable communities grant award/agreement terms in an amount not to exceed \$185,000, which includes the Cal-Trans grant amount of \$163,779 and City matching funds of \$21,221.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby authorize the City Manager of the City, or designee, to execute the necessary Agreement (attached hereto and incorporated herein by this reference as Resolution Exhibit A), and amendments thereto, with EMC Planning Group Incorporated for the preparation of the Sand City Sustainable Transportation Plan in an amount not to exceed a total project amount of \$185,000, which consists of \$21,221 in City funds and \$163,779 in Cal-Trans grant funding.



**PASSED AND ADOPTED**, by the City Council of Sand City, this \_\_\_ day of January, 2020,  
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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

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

# RESOLUTION EXHIBIT "A"

Resolution No. SC 20-

## CITY OF SAND CITY

### PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this \_\_\_\_\_ day of January, 2020 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group Inc., a California Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### I. TERM

The term of the Agreement will begin on January \_\_\_\_\_, 2020 and shall end on June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

#### II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

#### III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

#### IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

**V. ASSIGNMENT OF PERSONNEL**

CONSULTANT shall assign only competent personnel to perform services pursuant to his Agreement. In the event that CITY, in its sole discretion, at any time during the term of the Agreement, desires the reassignment of any such persons, CONSULTANT shall, immediately upon receiving notice from CITY of such desire, reassign such person or persons.

**VI. PAYMENT**

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred and eighty five thousand dollars (\$185,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000.00). Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work , the hours spent by each person,

a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

## VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
- a. Immediately terminate the Agreement
  - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

- c. Retain a different consultant to complete the work described in an given task order not finished by Consultant; and/or

**VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT (“Documents”) shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT’S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT’s office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

**IX. INDEMNIFICATION AND DEFENSE**

**A. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, contractors and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent, reckless or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or termination of this Agreement with respect to any liability arising during the term of the Agreement. With respect to third party claims against the CONSULTANT, CONSULTANT waives any and all rights of any type to express or implied indemnity against the Indemnified Parties.

**B. Duty to defend**

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity.

**C. California Civil Code Section 2782.8**

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

**X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is



defined in the Political Reform Act, California Government Code section 81000 et seq.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

**XVI. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955  
Attention: Aaron Blair, City Manager

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_

**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT, its employees, agents, and any subcontractors shall have in full force and effect, all licenses, permits, qualifications and approvals required of it by law for the performance of the services described in this AGREEMENT. In addition, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement a valid Sand City business license.

**XIX. GOVERNING LAW**

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey or in the United States District Court for the Central District of California.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH**

If a court of competent jurisdiction finds that any provision of this Agreement is invalid, void or unenforceable, the provisions not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

**XXII. ATTORNEYS FEES**

If a party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

**XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

CITY OF SAND CITY

\_\_\_\_\_  
Aaron Blair, City Manager

ATTEST:

\_\_\_\_\_  
Linda Scholink/ City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Vibeke Norgaard, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A  
CONSULTANT'S PROPOSAL

DRAFT

**Exhibit A to contract dated December 10, 2019  
Scope of Services**

**Sand City Sustainable Transportation Plan**

**INTRODUCTION:** Sand City is continuing its transformation from an industrial area to a vibrant mixed use community. As part of that effort, the City is working to upgrade its streets to better accommodate pedestrians and bicyclists. There are intermittent sidewalks and no bicycle facilities in the plan area. The Sand City Sustainable Transportation Plan proposes to address the connectivity deficiencies throughout the City and provide a direct and level network of complete streets and/or urban trail network connecting the Monterey Bay Recreational Trail, West Broadway Urban Village Specific Plan area, regional transit center, bus stops, residential areas, shopping centers, and Seaside High School. The Sand City Sustainable Transportation Plan will be used to create a bicycle and pedestrian network within Sand City and unify it with the surrounding communities, to provide safe mobility for all users including, pedestrians, bicyclists, transit riders, and motorists. The City will engage the local community, including disadvantaged persons, the City's artist community, business owners, and shopping center managers, Transportation Agency for Monterey County, City of Seaside, Monterey Salinas Transit, and Caltrans in the planning process. The Sand City Sustainable Transportation Plan will contain conceptual design only. Once this plan is complete, it will guide future project selection, engineering design, and construction.

The scope of work presented below reflects the anticipated process and deliverables for the Sand City Sustainable Transportation Plan.

**RESPONSIBLE PARTIES:** The City of Sand City will perform this work with the assistance of EMC Planning Group, as an extension of the City staff.

**OVERALL PROJECT OBJECTIVES:**

- Improve bike and pedestrian connectivity.
- Provide a direct and level complete street and/or trail network throughout the city.
- Improve connections to transit stops, including future bus rapid transit.
- Build missing sidewalks and include fully accessible ramp improvements at intersections.
- Install pedestrian-scale street lighting for the length of the improvements.
- Install street trees, street furniture, and other design features.
- Add bicycle lanes to selected streets and explore the potential for Class IV bikeways.
- Apply "green street" concepts, such as storm water planter boxes and porous pavement where possible.
- Coordinate improvements to be undertaken by the City and by private owners/developers of adjacent properties.

**1. Project Initiation**

**Task 1.1: Technical Advisory Committee**

- Establish a technical advisory committee, consisting of the City Administrator, City Planner, City Engineer, Public Works Director, City Council Member, and citizens or business owners, for supervising and coordinating the development and implementation of the plan. Representatives from the City's artist community and its disadvantaged community (specifically the City intends to reach out to the Salvation Army Good Samaritan Center) will be invited to participate on the Technical Advisory Committee. Caltrans will be offered a role on the committee.
- Responsible Party: Sand City

**Task 1.2: Project Kick-off Meeting**

- Hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information, and to introduce Caltrans staff to the issues of importance within the plan area.
- Responsible Party: Sand City

**Task 1.3: Staff Coordination**

- Conduct monthly face-to face project team meetings to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
1.1	<i>Contact List</i>
1.2	<i>Meeting Notes</i>
1.3	<i>Monthly Meeting Notes</i>

**2. Background**

**Task 2.1: Photo Documentation**

- Use photographs to provide a visual record of the existing conditions and identify opportunities and constraints as well as standards to guide the preparation of the plan.
- Responsible Party: Sand City

**Task 2.2: CAD Drawings**

- Use computer software to create a base map that documents the existing conditions and background data within the project area, including the locations of underground utilities, significant trees, private property access driveway aprons, and other features that may constrain design.
- Responsible Party: Sand City

**Task 2.3: Existing Conditions Report**

- Use the photographs and CAD drawings to prepare an Existing Conditions Report that documents the background data within the plan area.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Photographs</i>
2.2	<i>CAD Drawings</i>
2.3	<i>Existing Conditions Report</i>

**3. Outreach**

**Task 3.1: Meetings with Stakeholders**

- Meet with the Sand Dollar Shopping Center manager, Edgewater Shopping Center manager, South of Tioga developer, City of Seaside, Monterey Salinas Transit, and the Transportation Agency for Monterey County to update them on the development of the plan and gain feedback and suggestions from them through the process. In particular, this task will aim to obtain an acceptance on the part of the Sand Dollar Shopping Center for pedestrian improvements within their property, obtain updated information on plans for bus rapid transit on the railroad corridor within the City, and establish a partnership with the



neighboring City of Seaside for provision of improved bicycle and pedestrian connections between the two cities. The Transportation Agency for Monterey County owns the railroad corridor and is a critical partner for any transportation use of that corridor.

- Responsible Party: Sand City

**Task 3.2: Walking Tour**

- Conduct a walking tour to survey field conditions, introduce the project to the technical advisory committee and the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Task 4.1: Conceptual Plan. Stakeholders and Caltrans staff will also be invited to participate.
- Responsible Party: Sand City

**Task 3.3: Technical Advisory Committee Input**

- Meet with Technical Advisory Committee in advance of Task 3.2: Walking Tour to apprise the committee of project timelines and goals.
- Following Task 3.2: Walking Tour, meet with the Technical Advisory Committee to solicit early design input.
- Meet with the Technical Advisory Committee to review the Task 4.1: Conceptual Plan and accept comments.
- Meet with the Technical Advisory Committee to review the Task 4.2: First Draft Sustainable Transportation Plan.
- Responsible Party: Sand City

**Task 3.4: Outreach and Community Workshop**

- Host a booth at the annual West End Celebration in Sand City to publicize the plan and gain public input and feedback. The booth will have displays showing preliminary ideas for the plan, staff to answer questions about the plan, and a questionnaire to help gauge public opinion on a range of related issues.
- Hold an evening Community Workshop at City Hall or the studio space at The Independent building, to present Task 4.2: First Draft Sustainable Transportation Plan. Solicit feedback and public comments to shape Task 4.4: Second Draft Sustainable Transportation Plan. Food and beverages will be provided and all participants given opportunities to comment or otherwise participate through hands-on activities. The City anticipates that a series of activity tables will be used to collect input, allowing participants to join in at any time and circulate amongst the tables.
- Publicize the plan to City residents and business owners, and announce the West End Celebration and Workshop opportunities. Notices and/or flyers will be mailed to all Sand City addresses and posted at City Hall bulletin boards. Because the City is very compact, additional door-to-door notification will be provided as feasible. The plan will be advertised at the regional transit center and/or on transit buses, on the City's website, and with posters placed at critical locations, including the Salvation Army Good Samaritan Center, The Independent, and locations in adjoining cities.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Agendas and Meeting Notes</i>
3.2	<i>Walking Tour Map, Walking Tour Photographs and Notes</i>
3.3	<i>Agendas and Meeting Notes</i>
3.4	<i>Questionnaire, Booth Displays, Workshop Activity Materials, Workshop Summary, Notices, Flyers and Posters</i>

#### **4. Sustainable Transportation Plan**

##### **Task 4.1: Conceptual Plan**

- Develop a conceptual plan based on Task 2.3: Existing Conditions Report, Task 3.2: Walking Tour, and Task 3.3: Technical Advisory Committee Input. The conceptual design will incorporate complete streets concepts and will include plans, graphics, and photos. Where applicable, alternative designs will be prepared. The Conceptual Plan will be at a general level showing desired connections but not committing to specific solutions or locations. The conceptual plan will be presented to the Technical Advisory Committee (Task 3.3: Technical Advisory Committee Input) for guidance on selection of specific components and solutions to be incorporated into the first draft plan.
- Responsible Party: Sand City

##### **Task 4.2: First Draft Sustainable Transportation Plan**

- Prepare the first draft sustainable transportation plan, incorporating input from the Technical Advisory Committee. The first draft sustainable transportation plan will include specific locations and recommendations, but may also include alternatives that the Technical Advisory Committee felt should be provided for additional input from stakeholders and the public. The first draft sustainable transportation plan will also include typical details and specific details where warranted. A context and background will be included as an appendix. The team will present the first draft plan at the Community Workshop (Task 3.4: Outreach and Community Workshop) for public comment and to several of the City's standing committees (Task 4.3 Joint Committee Meeting).
- Responsible Party: Sand City

##### **Task 4.3: Joint Committee Meeting**

- Coordinate a joint session among the Design Review Committee, Parking Committee, and Public Safety Committee to review the Task 4.2: First Draft Sustainable Transportation Plan. The meeting will be publicly advertised to solicit feedback, respond to any questions, and resolve any critical issues. Caltrans will be invited to participate.
- Responsible Party: Sand City

##### **Task 4.4: Second Draft Sustainable Transportation Plan**

- Prepare the second draft sustainable transportation plan by incorporating public and committee comments from Task 3.4: Outreach and Community Workshop and Task 4.3: Joint Committee Meeting.
- Responsible Party: Sand City

##### **Task 4.5: City Council Workshop**

- Conduct a workshop for the City Council to review the second draft sustainable transportation plan and provide input.
- Responsible Party: Sand City

##### **Task 4.6: Final Sustainable Transportation Plan**

- Complete the final sustainable transportation plan that addresses the comments from Task 4.5: City Council Workshop. Credit of the financial contribution of the grant program will be given on the cover of the plan. Review under the California Environmental Quality Act, if required, will be conducted independent of the grant.
- Responsible Party: Sand City

##### **Task 4.7: City Council Adoption**

- Present the final sustainable transportation plan at the City Council meeting for adoption (note that Sand City's Council also serves in the capacity of a Planning Commission).

- Print five copies of the adopted plan for use at City Hall, and provide electronic copies for City staff use and distribution to stakeholders.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Conceptual Plan</i>
4.2	<i>First Draft Sustainable Transportation Plan</i>
4.3	<i>Agenda and Meeting Notes</i>
4.4	<i>Second Draft Sustainable Transportation Plan</i>
4.5	<i>Workshop Presentation and Summary</i>
4.6	<i>Final Sustainable Transportation Plan</i>
4.7	<i>Meeting Notes and Adopted Sustainable Transportation Plan</i>

## **5. Reporting and Management**

### **Task 5.1: Invoicing**

- Submit complete invoice packages to Caltrans district staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: Sand City

### **Task 5.2: Quarterly Reports**

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Invoice Packages</i>
5.2	<i>Quarterly Reports</i>

**California Department of Transportation  
Transportation Planning Grants  
Fiscal Year 2019-20**

**PROJECT TIMELINE**

Project Title		Sand City Sustainable Transportation Plan					Grantee	City of Sand City												Deliverable					
Task Number	Exhibit B to Contract Dated December 10, 2019 Cost Schedule	Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	Fiscal Year 2019/20				FY 2020/21				FY 2021/22										
							J	A	S	O	N	D	J	F	M	A	M	J	J		A	S	O	N	D
<b>1 Project Initiation</b>																									Contact List
1.1	Technical Advisory Committee	Sand City	\$2,000.00	\$1,771.00	\$229.00																			Meeting Notes	
1.2	Project Kick-off Meeting	Sand City	\$2,000.00	\$1,771.00	\$229.00																			Monthly Meeting Notes	
1.3	Staff Coordination	Sand City	\$7,000.00	\$6,197.00	\$803.00																				
<b>2 Background</b>																									
2.1	Photo Documentation	Sand City	\$4,000.00	\$3,541.00	\$459.00																			Photographs	
2.2	CAD Drawings	Sand City	\$5,000.00	\$4,426.00	\$574.00																			CAD Drawings	
2.3	Existing Conditions Report	Sand City	\$8,000.00	\$7,082.00	\$918.00																			Existing Conditions Report	
<b>3 Outreach</b>																									
3.1	Meetings with Stakeholders	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																			Agendas and Meeting Notes	
3.2	Walking Tour	Sand City	\$7,000.00	\$6,197.00	\$803.00																			Walking Tour Map, Walking Tour Photographs and Notes	
3.3	Technical Advisory Committee Input	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																			Agendas and Meeting Notes	
3.4	Outreach and Community Workshop	Sand City	\$23,000.00	\$20,362.00	\$2,638.00																			Questionnaire, Booth Displays, Workshop Activity Materials, Workshop Summary, Notices, Flyers and Poster	
<b>4 Sustainable Transportation Plan</b>																									
4.1	Conceptual Plan	Sand City	\$15,000.00	\$13,279.00	\$1,721.00																			Conceptual Plan	
4.2	First Draft Sustainable Transportation Plan	Sand City	\$30,000.00	\$26,559.00	\$3,441.00																			First Draft Sustainable Transportation Plan	
4.3	Joint Committee Meeting	Sand City	\$7,000.00	\$6,197.00	\$803.00																			Agenda and Meeting Notes	
4.4	Second Draft Sustainable Transportation Plan	Sand City	\$20,000.00	\$17,706.00	\$2,294.00																			Second Draft Sustainable Transportation Plan	
4.5	City Council Workshop	Sand City	\$7,000.00	\$6,197.00	\$803.00																			Workshop Presentation and Summary	
4.6	Final Sustainable Transportation Plan	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																			Final Sustainable Transportation Plan	
4.7	City Council Adoption	Sand City	\$9,000.00	\$7,968.00	\$1,032.00																			Meeting Notes and Adopted Sustainable Transportation Plan	
<b>5 Reporting and Management</b>																									
5.1	Invoicing	Sand City	\$5,000.00	\$4,426.00	\$574.00																			Invoice Packages	
5.2	Quarterly Reports	Sand City	\$4,000.00	\$3,541.00	\$459.00																			Quarterly Reports	
<b>TOTALS</b>			<b>\$185,000.00</b>	<b>\$163,779.00</b>	<b>\$21,221.00</b>	<b>\$0.00</b>																		RGA End Date: February 28, 2022 CalTrans Notice to Proceed: November 15, 2019	

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_%

**Note:** Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.

EXHIBIT B  
FEE SCHEDULE

DRAFT

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:



- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**City’s rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City Administrator.



**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**City's right to revise specifications.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**AGENDA ITEM**

**11B**

## CITY OF SAND CITY

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### STAFF REPORT

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DECEMBER 16, 2019  
(For City Council consideration on January 21, 2020)

**TO: Mayor & City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Council Authorization to Fund and Initiate a Parking Plan using EMC Planning Group Incorporated**

#### BACKGROUND

At the October 1, 2019 City Council meeting, staff presented a rough outline pertaining to preparing a comprehensive parking study and plan that would propose locations, designs, and methods for creating and managing additional public parking and to evaluate and overhaul the City's parking standards/requirements of the Zoning Code. This is in response to long standing parking issues and recent use permit issues related to parking in the West End District. Based on Council's support of this endeavor at the October 1<sup>st</sup> Council meeting, staff had EMC Planning Group Incorporated ("EMC") prepare a scope of work and budget proposal (Attachment 1). This Parking Plan is intended to establish not only the type and location of parking, but to identify how to implement and pay for public parking. The proposed budgetary amount to prepare the Plan is \$36,625.

#### DISCUSSION

As reported to Council on October 1<sup>st</sup>, the goals that staff intends this parking plan to address and answer are as follows:

- 1) Where and how additional public parking can be provided. "Where" is fairly easy, but "How" is much more complicated in developing preliminary parking designs, estimating potential costs, identifying and addressing land acquisition/lease issues, identifying and acquiring potential funding, CEQA requirements, etc.
- 2) Evaluate and update Municipal Code Chapter 18.64 regarding parking requirements. Are parking stall dimensions sufficient? Uses promoted by the General Plan and mixed use zoning do not currently have parking requirements in the zoning code. What parking standards are kept, modified, deleted, and/or added?
- 3) Parking management strategies. How does the City manage public parking? Through meters, parking permit programs, limited parking time, etc.?

- 4) Parking In-Lieu fees. Update and modification of the Parking In-Lieu (Municipal Code Chapter 10.12) to be more easily applicable. Establishment of special account for tracking and isolating funds.

The EMC's proposed scope of work (see Attachment 1) is broken down into seven (7) tasks, listed as follows:

Task 1	Administration and start-up
Task 2	Estimate parking supply and demand
Task 3	Identify feasible future public parking spaces
Task 4	Identify parking management strategies
Task 5	Identify funding and implementation strategies
Task 6	Update Zoning Code parking sections
Task 7	City Council report, study session, and hearing.

These seven tasks address the summary of goals listed above that staff seeks from this parking plan.

**Plan versus Study:**

Staff intends this endeavor to result in a Parking Plan that identifies optional parking programs and policies for the City to enact throughout the West End District. A study simply identifies, analyzes, and makes recommendations, but does not establish policy or programs to be enacted; whereas, a "Plan" does. Establishing the end product as a "Plan" however, does require CEQA review. This will entail an environmental initial study, which staff currently anticipates would lead to a 'negative declaration' action.

**Schedule:**

The schedule of work proposed by EMC would tentatively commence in February of 2020 and end with the presentation of a report to City Council in June of 2020. It should be noted that this is an estimated time line, subject to change depending on when the project starts and as circumstances arise through the process. The CEQA review could potentially extend EMC's proposed time line by approximately 1-2 months.

**Budget:**

The budget expense proposed by EMC is \$36,625 for performing this project. This cost proposal is valid for 90-days from December 9, 2019 (date proposal was submitted to the City), and could be subject to change if initiation of the contract or the project is postponed. This budget amount is to include the CEQA review according to an email confirmation received by staff from EMC. Staff recommends the budget cap on this endeavor be rounded up to \$37,000 (an increase of \$375.00) as part of the draft capital improvement plan currently being developed. Any cost overruns would then be subject to City Council consideration and approval.

An amendment of the City's FY 2019-2020 budget of \$37,000 to Planning (Account-5020-05) is required to fund the Parking Plan, which requires City Council action of approval. The proposed resolution includes this budget amendment in addition to authorizing the City

Manager to execute a service agreement with EMC to prepare the Parking Plan in an amount not to exceed \$37,000.

### **RECOMMENDATION**

Staff recommends **APPROVAL** of the attached resolution to:

- 1) Amend the City's FY 2019-2020 budget allocating \$37,000 to the Planning Department (Account 5020-05) in preparing and completing the Parking Plan; and
- 2) Authorize the City Manager to execute an agreement with EMC Planning Group Inc. in preparing a Parking Plan, consistent with the EMC's proposal, in an amount not to exceed \$37,000.

### **EXHIBITS(s):**

- A. EMC's scope of work, time line, and budget proposal to prepare a Parking Plan.

### **ATTACHMENT(S):**

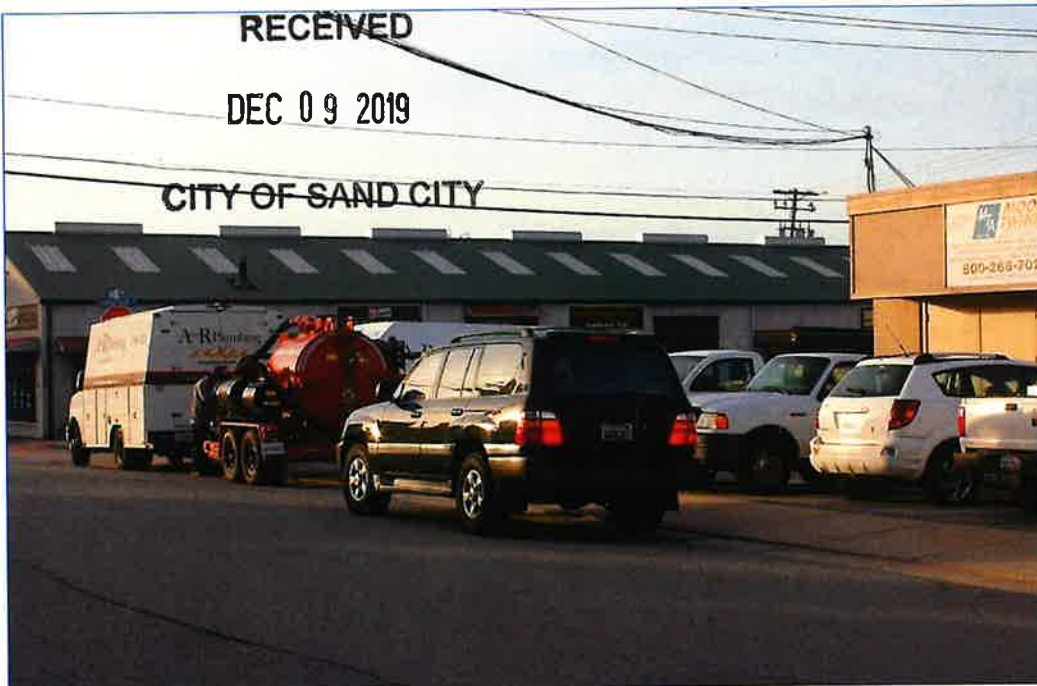
1. Draft Resolution to Amend the 2019-2020 budget and authorizing the City Manager to execute an agreement with EMC Planning Group Inc. to prepare a Parking Plan in an amount not to exceed \$37,000.

EXHIBIT A

PROPOSAL

# Sand City West End Parking Plan and Code Update

December 9, 2019



Prepared by  
EMC Planning Group



PROPOSAL

# SAND CITY WEST END PARKING PLAN AND CODE UPDATE

PREPARED FOR  
**City of Sand City**  
Charles Pooler  
1 Pendergrass Way  
Sand City CA 93955  
Tel 831.394.3054

PREPARED BY  
**EMC Planning Group Inc.**  
301 Lighthouse Avenue, Suite C  
Monterey, CA 93940  
Tel 831.649.1799  
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Richard James, AICP  
james@emcplanning.com  
www.emcplanning.com

December 9, 2019

This document was produced on recycled paper.



**EXHIBIT A**

136



## TABLE OF CONTENTS

1.0	BACKGROUND AND UNDERSTANDING.....	1-1
2.0	SCOPE OF WORK.....	2-1
3.0	SCHEDULE AND BUDGET.....	3-1

## Background and Understanding

When Sand City adopted its current General Plan in 2002, the land use program for the West End shifted from the existing industrial, warehouse, and service commercial uses to a vision of mixed use. Along with the shift in vision for the West End has come a concern that adequate parking be available to serve the new types of uses envisioned for that District.

The *West End Urban Design and Parking Implementation Plan* (“RRM Report”) was accepted by the City on March 15, 2004 (RRM Design Group, W-Trans, and Watry Design Inc.). The RRM Report documented parking conditions and land uses at the time of the study, and presented recommendations for urban design, streetscape design, and parking. The RRM Report identified the future need for 1,235 parking spaces, and identified 1,735 potential future spaces (of which 1,614 would be public and 121 on private property). The RRM Report described the types of locations of proposed new parking spaces, and identified possible funding sources.

EMC Planning Group wrote two parking memos in 2015. The memos largely concurred with the findings of the RRM Report. The second of these memos (June 17, 2015) included recommended implementation steps for several parking issues.

Since the RRM Report was prepared in 2004, a number of things have occurred that could affect parking needs or how those needs are met. These include:

- The City has revised its density standards for the Planned Mixed Use zoning district.
- The City has developed low impact storm water streetscape plans for two streets.
- The City has accepted the Sand City Vibrancy Plan, which includes additional information on streetscape design.
- A block of Hickory Street has been re-built with new sidewalks and formalized parking spaces.
- A plan to construct sidewalks on a block of Contra Costa Street has been prepared and construction partially funded.
- Two notable mixed use projects have been developed since the General Plan was adopted (The Independent and the Lomax-Hawthorne building) and two others have been approved but not yet built (Catalina Lofts and South of Tioga).

## 1.0 Background and Understanding

- The Transportation Agency for Monterey County has developed a concept plan for the railroad corridor.
- Monterey-Salinas Transit has determined that it will run express busses on the portion of the railroad corridor adjacent to the West End District.
- The City of Seaside has determined not to re-align Broadway Boulevard where it intersects Del Monte Avenue.
- Autonomous vehicles have been developed, and while not in prevalent use at this time, are expected to garner increasing shares of the automobile market over the coming decades.

The City's parking regulations are included in Municipal Code Chapter 18.64. The City also has a parking in-lieu fee ordinance in Municipal Code Chapter 10.12. The City desires to more thoroughly investigate parking options and to update its municipal code sections related to parking.

## 2.0 Scope of Work

The following tasks will be used to develop the parking plan and updated code sections.

### **Task 1 Administration and Start-up**

- A. Finalize scope of work and budget, execute contract, and prepare invoices.
- B. Establish project files.
- C. Determine Study Area boundaries.
- D. Obtain base mapping from Sustainable Transportation Plan project currently in progress.

### **Task 2 Estimate Parking Supply and Demand**

- A. Review the RRM Report (March 2004) and memos prepared by EMC Planning Group (March 2015 and June 2015).
- B. Update data in the RRM Design Report by conducting a survey of the West End District to document existing parking spaces and demand. This task will be conducted for the entire West End District on a weekday afternoon. Public parking spaces (and private spaces to the extent viewable from public locations) will be documented. Where parking spaces are not marked, the standards in Municipal Code Section 18.64.080 will be used to estimate parking spaces.
- C. Based on City records of use types and square footage, and the City's parking standards, determine the theoretical current parking supply requirements.
- D. Based on General Plan designations, zoning district land uses and standards, and the Vibrancy Plan, project a future condition and mix of uses, and estimate future parking needs. This projection will assume all residential uses provide private on-site parking, so will focus on non-residential uses.
- E. Note any unique parking conditions observed.
- F. Prepare a brief existing conditions report for City.

### **Task 3 Identify feasible future public parking spaces**

- A. Identify all areas within the Study Area that could provide new or more efficiently arranged on- or off-street public parking spaces.

## 2.0 Scope of Work

- B. Coordinate with other City project plans (Proposition 1 improvements), private projects (South of Tioga, Independent Phase II), Transportation Agency for Monterey County projects (railroad corridor plans), and any other projects or plans identified by City staff.
- C. Create detailed mapping of potential parking areas showing existing conditions and constraints.
- D. Create conceptual parking layouts for each location, including potential parking garages at larger sites.
- E. For each conceptual parking layout, provide information regarding traffic circulation, access, ingress/egress, access to adjacent private property, storm water requirements, slope and topography, issues relating to Americans with Disabilities Act accommodation and access.
- F. Prepare a brief summary report for City. Provide maps to the City.

### **Task 4 Identify parking management strategies**

- A. Investigate residential parking permit programs.
- B. Investigate metered parking, dynamic pricing, and parking time limits.
- C. Investigate preferential parking and shared parking strategies.
- D. Interview stakeholders such as business owners, City Council members, and residents.
- E. Identify special parking situations, such as truck parking, fleet vehicle parking, etc., characterize issues and develop potential solutions.
- F. Prepare a brief summary report for City identifying positive and negative aspects and logistics.

### **Task 5 Identify funding and implementation strategies**

- A. Update information on funding/financing sources included in the RRM Report.
- B. Investigate availability of grant funding.
- C. Investigate public-private partnership options or shared use.
- D. Investigate parking in-lieu fee programs and parking district programs.
- E. Prepare a brief summary report for City identifying positive and negative aspects and logistics.



## **Task 6 Update Zoning Code Parking Sections**

- A. Review and summarize parking standards and programs for other cities, focusing on local cities and other cities most comparable to the West End District.
- B. Review publications on parking standards and needs.
- C. Review Municipal Code Chapter 18.64 and identify major points of difference with other cities' parking standards and with publications on parking standards and needs.
- D. Review the land use list in Municipal Code Chapter 18.64 and identify outdated, redundant, or missing land use types.
- E. Prepare recommendations regarding changes to the parking standards in Municipal Code Chapter 18.64.
- F. Review Municipal Code Chapter 10.12.
- G. Evaluate the City's in-lieu fee and program structure, and determine if the fee is subject to nexus and proportionality requirements. Recommend a reasonable fee level and assessment structure.
- H. Per feedback from staff and/or City Council, prepare draft revised Chapter 10.12 and revised Chapter 18.64.
- I. Compile the summary reports prepared in earlier tasks into a final report.
- J. Prepare a negative declaration to address code changes and circulate for a 20-day public review. The investigative studies prepared under Tasks 2 through 5 will be exempt under CEQA Guidelines section 15262. If the City decides to adopt official policy or code stemming from those studies, CEQA review for those will be included within the negative declaration for the code changes.
- K. Following City Council hearing, make changes directed in code approval action.

## **Task 7 City Council Report, Study Session, and Hearing**

- A. Report to City Council on the results of tasks 2 through 5 (one meeting).
- B. Conduct a Study Session to review the recommendations made in Task 6 - E and Task 6 - G) (one study session).
- C. Present findings and revised code sections for City Council adoption (one meeting).

2.0 Scope of Work

*This side intentionally left blank.*

## 3.0 Schedule and Budget

The schedule and budget are presented on the following pages.

Sand City West End Parking Study and Municipal Code Update

Activity Name	Start Date	Finish Date	2020				
			February	March	April	May	June
Estimate Parking Supply and Demand	2/3/20	2/21/20					
Identify Feasible Future Parking Spaces	2/24/20	3/11/20					
Identify Parking Management Strategies	2/17/20	3/11/20					
Identify Funding and Implementation Strategies	2/17/20	3/11/20					
City Council Report	3/17/20	3/17/20					
Municipal Code Background and Recommendations	2/24/20	3/27/20					
City Council Study Session	4/7/20	4/7/20					
Draft Parking Codes	4/8/20	5/1/20					
Initial Study	4/20/20	5/8/20					
Negative Declaration Circulation	5/11/20	6/1/20					
City Council Hearing	6/16/20	6/16/20					
			February	March	April	May	June

Proposal December 9, 2019

<b>Sand City West End Parking Plan and Code Update</b>					
<b>Task</b>					
Staff	Principal	Associate Planner	Graphics	Total Hours	Total Cost
Billing Rate (Per Hour)	\$225.00	\$150.00	\$125.00		
Task 1 Administration and Start-up	3.0	0.0	1.0	4.0	\$800.00
Task 2 Estimate Parking Supply and Demand	4.0	20.0	4.0	28.0	\$4,400.00
Task 3 Identify Feasible Future Public Parking Spaces	6.0	18.0	12.0	36.0	\$5,550.00
Task 4 Identify Parking Mangement Strategies	12.0	20.0	0.0	32.0	\$5,700.00
Task 5 Identify Funding and Implementation Strategies	6.0	12.0	0.0	18.0	\$3,150.00
Task 6 Update Zoning Code Parking Sections	20.0	45.0	6.0	71.0	\$12,000.00
Task 7 City Council Report, Study, and Hearing	14.0	9.0	2.0	25.0	\$4,750.00
<b>Subtotal (Hours)</b>	65.0	124.0	25.0	<b>Total Hours</b>	<b>Total Cost</b>
<b>Subtotal (Cost)</b>	\$14,625.00	\$18,600.00	\$3,125.00	<b>214.0</b>	<b>\$36,350.00</b>

<b>Additional Costs</b>	
Production Costs	\$20.00
Travel Costs	\$20.00
Postal/Deliverables	\$10.00
Miscellaneous	\$200.00
<b>Administrative Overhead 10%</b>	<b>\$25.00</b>
<b>Total</b>	<b>\$275.00</b>

<b>Total Costs</b>	<b>\$36,625.00</b>
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NOTE: This proposal is valid for 90 days

**CITY OF SAND CITY****RESOLUTION SC \_\_\_\_\_, 2020****RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING  
THE 2019-2020 FISCAL YEAR BUDGET AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMC PLANNING  
GROUP INCORPORATED TO PREPARE A PARKING PLAN IN AN AMOUNT  
NOT TO EXCEED \$37,000**

**WHEREAS**, the City Council and the City staff recognize the need for appropriately located and designed public parking throughout the West End District of Sand City and how currently insufficient public parking amenities within Sand City (the "City") have been a hindrance to enticing and incorporating land uses and activities that are generally encouraged as revitalizing and economically stimulating elements by the City's General Plan (2002 ed.); and

**WHEREAS**, the City recognizes the need to create a comprehensive parking plan with programs and policies that identify public parking opportunities, provide general public parking designs to guide future capital improvement projects, establish public parking management program options, and identify potential funding sources to construct additional public parking; and

**WHEREAS**, Sand City Municipal Code (hereinafter "SCMC") Chapter 10.12 adopted in 1988 and Chapter 18.64 last updated in 2007 are outdated and insufficient to address the current parking needs of the City, current state law parking requirements for affordable housing, and mixed-use development and land uses that are encouraged by the General Plan (2002 ed.), making a study and update of SCMC Chapters 10.12 and 18.64 now necessary; and

**WHEREAS**, EMC Planning Group Incorporated (hereinafter "EMC") has a current service agreement with the City to perform duties as an extension of the City's Planning Department staff on an 'as needed' basis; and

**WHEREAS**, at the request of the City Planner, EMC prepared a Parking Plan proposal with a scope of work, time line of execution, and budgetary expense of \$36,625 to address the aforementioned parking issues; and

**WHEREAS**, adoption of a Parking Plan with goals and policies will require CEQA (California Environmental Quality Act) review that is included in EMC's proposed scope of work and budget; and

**WHEREAS**, an amendment to the Fiscal Year 2019-2020 Budget is required to implement and fund the Parking Plan in an amount of \$37,000 (rounded up) to Planning (Account 5020-05); and

**WHEREAS**, the City wishes to expand its current service agreement with EMC for the preparation of the 'Parking Plan' in an amount not to exceed \$37,000.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby approve and authorize the following:

- 1) Amend the City's FY 2019-2020 budget allocating \$37,000 to the Planning Department (Account 5020-05) in preparing and completing the Parking Plan; and
- 2) Authorize the City Manager to execute an agreement with EMC Planning Group Inc. in preparing a Parking Plan and related CEQA (California Environmental Quality Act) review and documents, consistent with the EMC's proposal (attached hereto and incorporated herein as 'Resolution Exhibit A' by this reference), in an amount not to exceed \$37,000.

**PASSED AND ADOPTED**, by the City Council of Sand City, this \_\_\_ day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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

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

**AGENDA ITEM**

**11C**



**CITY OF SAND CITY**

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**STAFF REPORT - ADDENDUM 1**

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**DECEMBER 2, 2019**  
**(For City Council consideration on December 17, 2019)**

**TO: Mayor & City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: South of Tioga Park Dedication / In-Lieu Fee Requirement**

**BACKGROUND**

The City Council conducted a discussion at the June 18, 2019 Council meeting in regard to applicable Park Dedication In-Lieu Fee / Quimby Act requirements for the South of Tioga project. The item was continued indefinitely at the request of Don Orosco of DBO Development #30 (the "Developer"). As the development agreement between Sand City (the "City") and the Developer is getting closer to execution, the issue of the Park Dedication In-Lieu Fee / Quimby Act requirements must be resolved in order to be incorporated into that agreement. The outstanding issues regarding the Park Dedication In-Lieu fee are:

- 1) Should the recreational courtyard open spaces on the residential pads, closed to the general public but available for those residents, be counted as a credit towards the in-lieu fees?
- 2) What is the "fair market value of land" for calculating the in-lieu fees?

This Park Dedication In-Lieu Fee / Quimby Act requirement is being brought back to the City Council for further discussion and potential determination regarding the inclusion or exclusion of on-site private public recreation as a credit to the in-lieu fee.

**DISCUSSION**

Staff prepared a report (dated May 24, 2019) that was presented to the City Council at its June 18, 2019 Council meeting regarding Sand City Municipal Code (SCMC) Chapter 17.68, the parkland in-lieu fee, and how that Chapter and fees relate to the South of Tioga Project. That report discusses the issues of fee calculation and recreational open spaces, in addition to the CEQA determination, required timing of payment per the project's Vesting Tentative Map, and SCMC requirements regarding fee commitments and refunds. Please refer to that report (see Attachment 1).

**Recreational Open Spaces:**

SCMC Section 17.68.030(C)(11) states that *“Planned development and real estate developments....shall be eligible to receive a credit, as determined by the City, against the amount of land required to be dedicated or the amount of the fee imposed.....for the value of private open space within the development which is usable for active recreational uses.”* Both residential development pads (Pad R1 and R2) provide private courtyards for their residents that meet the definition of “private open space” usable for “active recreation” The SCMC ordinance is thus phrased in a way that gives the City discretion in determining whether or not to allow ‘private open space’ as a credit towards the in-lieu fee. SCMC section 17.68.030(C)(11) is consistent with Government Code section 66477(e) regarding land dedications. The VTM states that the South of Tioga Project shall receive credit for areas that qualify under the provisions of SCMC Chapter 17.68.

Furthermore, the Court of Appeals held, in the case *Branciforte Heights, LLC v. City of Santa Cruz*, 138 Cal. App. 4th 914, 936 (2006), that the legislature did not intend a private open space credit to be an absolute right to developers. It should also be noted the law also does not prohibit the credit from being applied discretionarily by the City.

The potential builder of Parcel R2 (Mr. Lee Newell) provided staff with an email correspondence in June of 2019 (see Exhibit A) regarding the open space issue that was not included in the May 24<sup>th</sup> staff report. This correspondence makes the argument that the private spaces on-site should be counted as a credit towards the overall in-lieu fee; reciting his past 38-years of experience in multi-family development. This correspondence also states that the City of Palm Desert credited park fees for club house and pools, similar to that proposed for the South of Tioga project. It should be noted that the credit afforded by Palm Desert appears to have been discretionary on their part, and not mandated by law. In an inquiry to the cities of Santa Cruz and Salinas, those cities have exercised their discretion to not credit developers for private open spaces.

The SCMC is clear that the park easements and the parklet improvements (or any other public recreational improvement paid for by the developer) are automatic credits to the City’s in-lieu fee. The outstanding question for Council is whether the recreational courtyards of Parcels R1 and R2 should count as a credit where the SCMC section 17.68.030(C)(11) has delegated that determination to the City.

Parcel R2 proposes the following private on-site recreational areas/amenities for its residents:

Building 1 Courtyard	11,500 square feet (inclusive of 1,700 sf pool and 90 sf spa).
Building 2 Courtyard	9,300 square feet.
Clubhouse (Bldg 1)	6,350 square feet (includes a gym)
Clubhouse open area	1,500 square feet (west side of clubhouse)
<u>Sky Deck (Bldg 1)</u>	<u>1,400 square feet (roof level)</u>
<b>TOTAL</b>	<b>30,050 square feet</b>

The courtyards proposed for Parcel R2 include, fire troughs, custom shade structures with seating and entertainment wall, day beds near the pool, custom community tables, and

outdoor kitchens/BBQ areas with refrigerators. Building 1 also provides an approximate 1,700 square foot swimming pool, a 90 square foot water spa, and numerous cabanas. Building 2 provides for table tennis and hammocks. The sky deck provides for open rooftop seating only. There is no specific information regarding the clubhouse/gym except for floor area square footage. (Note: The sky deck and clubhouse/gym of Parcel R2 were not included in the credit calculations of this report; however the 1,500 sf of clubhouse open area was included - See "Calculating Credit Amounts".)

Parcel R1 is still conceptual in design and detailed information on the recreational amenities is not currently available, but it will include a clubhouse and private courtyard of 11,468 square feet with swimming pool and outdoor seating. A rooftop restaurant on this Parcel would be a commercial activity; and therefore, cannot be considered a credit towards the in-lieu fee.

In summary, whether the recreational courtyards are considered as a credit against the in-lieu fee is ultimately at the discretion of the City. The law supports this as a discretionary determination but does not prohibit such action.

#### **Determining Land Value:**

The SCMC (section 17.68.030(B)(4)) specifically states that the in-lieu fees are "...to be based on current market value of land and development costs in areas where park facilities are planned." Earlier this year, the City Planner reached out to an appraiser for assistance in determining what the dollar value per square foot (\$/sq.ft.) market rate should be for this fee. After tenuous research, the appraiser was unable to assist staff in determining what the \$/sq.ft. should be for park land or the in-lieu fee. The Appraiser agreed that staff's best ability to calculate the in-lieu fee is to base it on an average of the most recent appraisals.

For the May 24<sup>th</sup> staff report (see Attachment 1), staff used the Lang property appraisal for discussion purposes only as no other pertinent data was available at that time. That amount was \$57.77 / sq.ft. resulting in an in-lieu fee of \$6,068,160.80 (without applying credits). Since the June 18<sup>th</sup> Council discussion, recent appraisals have been conducted for the South of Tioga Area; which include the Tioga Lift Station site and the 'to be' abandoned right-of-way segments of Lincoln Avenue and Beach Way. The Tioga Lift Station property is encumbered by sewer pump equipment that will incur expense to the Developer to either remove or relocate that equipment. The Lang property is also a commercially developed parcel where the property value is influenced by existing site improvements (i.e. building, pavement, etc.). The currently vacant unimproved right-of-way segments of Lincoln Avenue and Beach Way that were appraised are closer to public park land value than encumbered or improved properties.

Based on just the recent street appraisals, the average cost per square foot is \$31.95 (based on averaging the \$/sq.ft. of the aforementioned street appraisals). Including the Tioga Avenue lift station site appraisal increases the cost per square foot to \$32.30. Staff's calculations for these are attached as Exhibit B. Either of these scenarios are substantially less than the \$57.77/sq.ft. from the Lang property appraisal. The \$31.95 value results in an in-lieu fee of \$3,356,028.00, before credit deductions are applied (see this report's Exhibits C.1 & C.2); whereas if the Tioga Avenue lift station property is included, it would result in an

in-lieu fee of \$3,392,792.00 without credit deductions (see this report's Exhibits D.1 & D.2), an increase of \$36,764. The \$31.95/sq.ft. amount is also closer in value to the Catalina Lofts 2013 vacant land appraisal of \$34.00/sq.ft. Staff excluded the Lang property appraisal for this round of analysis as the Lang site is encumbered with existing development that will incur demolition expense to the Developer, diluting the true land value.

### **Calculating Credit Amounts:**

Automatic credits to the in-lieu fee are the dedicated park easement areas of Parcels R1 and R2 (cumulatively 8,442 sq.ft. as identified by the Developer and as illustrated on the draft Final Map currently under review) and the Developer's estimated improvement costs for the parklets (\$231,000 est.). The parklet improvements are a direct dollar expense for dollar fee credit. However, until a \$/sq.ft. value is determined, the amount of the park dedication credit cannot be calculated. Furthermore, any improvements made by the Developer to the dedicated park easements (i.e. playground equipment, BBQ pits, seating, etc.) would also be automatically credited against the in-lieu fee [SCMC section 17.68.030(C)(7)]. However, staff is not aware of any such improvements intended for these easement areas at this time.

#### Estimating Park Easements Credit:

The 8,442 square feet of combined easement areas of Parcels R1 and R2 either results in a credit of \$269,721 using the \$31.95/sq.ft. value or a credit of \$272,670 using the \$32.30/sq.ft. value. This is a difference of \$2,954.10 depending upon which of the two \$/sq.ft. valuations are applied.

#### Estimating Courtyard Credits:

If the courtyards of both Parcel R1 and R2 are considered a credit toward the in-lieu fee (subject to the discretion of the City), it would result in a credit of \$1,078,887.60 using the \$31.95/sq.ft. valuation or a credit of \$1,090,706.40 using the 32.30/sq.ft. valuation. This is a difference of \$11,818.80 depending upon which of the two \$/sq.ft. valuations are applied. These estimates do include the clubhouse's 1,500 square feet of open area to the west side; but does not include the clubhouse, gym, or sky-deck of Parcel R2; only the outside courtyards.

### **PLANNING STAFF'S CONCLUSIONS**

Planning staff supports the private courtyards (for the use of those residents within Parcels R1 and R2) as a credit towards the overall in-lieu fee. These are usable open recreational spaces that will serve that segment of the City's future residents of Parcels R1 and R2, reasonably satisfying SCMC section 17.68.020 that states "*...for the purpose of providing park or recreational facilities to serve the subdivision.*" and SCMC section 17.68.030(B)(4) that states "*...for the purpose of providing park and recreational facilities which will serve residents of the development and the local community...*".

Furthermore, Planning staff supports using the \$31.95/sq.ft. valuation for calculating the in-lieu fee, which is based solely upon the street right-of-way averaged appraisal values (see Exhibits B, C1 & C2). These are the most recent appraisals of undeveloped land that would be most comparable to vacant unimproved parkland. Properties such as the Tioga Avenue lift station and the Lang Property appraisals have some level of encumbrance

due to existing development, which increases market value while also increasing development expense to demolish and would therefore not be a fair value comparison.

### **COUNCIL ACTION**

This item is for Council discussion and direction to staff regarding the inclusion or exclusion of on-site private public recreation as a credit to the in-lieu fee. Furthermore, if Council has no objection, staff will utilize the \$31.95/sq.ft. valuation for calculating the in-lieu fee.

#### **Exhibits:**

- A. Lee Newell email (dated 6-18-19)
- B. Staff calculations of 'average' \$/sq.ft. based on recent R-O-W appraisals.
- C. Staff's revised calculations of In-Lieu Fee with and without courtyard credits applied (2 sheets) based on \$31.95 / sq.ft. valuation.
- D. Staff's revised calculations of In-Lieu Fee with and without courtyard credits applied (2 sheets) based on a \$32.30/sq.ft. valuation.
- E. DBO Development #30 response to this Addendum Staff Report (dated 01-14-20)

#### **Attachments:**

- 1) Staff Report w/ Exhibits, dated May 24, 2019 (as presented at the 6/18/19 Council Meeting)

## Chuck Pooler

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**From:** Lee Newell [REDACTED]  
**Sent:** Tuesday, June 18, 2019 2:48 PM  
**To:** Chuck@SandCityCA.org  
**Cc:** William Silva; Matt Nohr; Don Orosco; Lee Newell  
**Subject:** PARK FEE IN LIEU FEE CREDIT

Mr Charles Pooler  
City Planner  
City of Sand City

Subject: Park Fee In Lieu Fee Credit

Dear Chuck,

As I am unable to be at the City Council meeting tonight, I wanted to provide commentary to your Staff Report on the "South of Tioga Park Dedication/In Lieu Fee Requirement".

After reading the Staff Report, I have just a couple comments:

First, it is and has been my experience over 38 years of being in the development business that it would be uncommon when dealing with Multifamily Residential developments to not provide park in lieu fee credits for developer installed open space recreational amenity spaces. In the case of our Parcel R2 Bay Club Apartments development, we chose the name "Bay Club" because we plan to have a 5,000 square foot Club House amenity and large courtyard pool and spa areas which will provide active open space areas dedicated to fitness and exercise, as well as some passive relaxation areas.

The fitness and exercise areas will have a full complement of fitness and exercise machines and treadmills. There will also be a separate yoga and floor exercise area and juice bar. Bathrooms will serve these areas as well. Lastly, a roof top terrace with Monterey Bay views will facilitate passive gatherings of the tenants, as will the Community Room with kitchen located in the Club House.

Second, to further provide evidence of the custom and practice of this in lieu park fee credit within the industry, the City of Palm Desert where we are about to break ground on a 388 unit apartment project, credited 100% of the park fees for The Sands project by agreeing that the construction of a 9,000 square foot Club House and 2 pools with similar amenities as to what we will construct at the Bay Club in Sand City fully satisfied the park and open space needs of the development's tenants.

Lastly, Sand City residents and the Bay Club tenants are the obvious beneficiaries of the Monterey Bay Beach within a 5 minute walk of the the project.....and that is a big park amenity!

I hope you, the City Attorney and the City Council members agree that the multiple developer installed recreational amenities contained in the Bay Club apartments will be given proper credit toward the Park In Lieu Fee.

**EXHIBIT A**

Thank you for your consideration of the above.

Lee Newell  
Managing Partner  
New Cities Investment Partners, LLC

**TIOGA AVENUE APPRAISAL:**

Valuation: \$75,000  
Land Area: 2,250 sq.ft.

$$\$75,000 \div 2,250 \text{sq.ft} = \mathbf{\$33.33/\text{sq.ft}}$$

Note: This parcel is encumbered by the sewer pump equipment.

**LINCOLN AVE. & BEACH WAY APPRAISALS:**

1) Wilson Trust fronting Lincoln Avenue

Valuation: \$80,000  
Land Area: 2,507 sq.ft.

$$\$80,000 \div 2,507 \text{sq.ft} = \$31.91/\text{sq.ft}$$

2) Gill Trust fronting Beach Way

Valuation: \$12,000  
Land Area: 375 sq.ft.

$$\$12,000 \div 375 \text{sq.ft} = \$32.00/\text{sq.ft}$$

3) Gill Trust fronting Lincoln Avenue

Valuation: \$128,000  
Land Area: 4,006 sq.ft.

$$\$128,000 \div 4,006 \text{sq.ft} = \$31.95/\text{sq.ft}$$

**Average Street Appraisals:**

$$\frac{\$31.91 + \$32.00 + \$31.95}{3} = \mathbf{\$31.95/\text{sq.ft.}}$$

**AVERAGE OF ALL APPRAISALS:**

Tioga Avenue	\$ 33.33/sq.ft
Wilson Tr. (Lincoln)	\$ 31.91/sq.ft
Gill Tr. (Beach)	\$ 32.00/sq.ft
<u>Gill Tr. (Lincoln)</u>	<u>\$ 31.95/sq.ft</u>
Total	\$129.19/sq.ft ÷ 4 = <b>\$32.30/sq.ft.</b>



## SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

<b>PARK AREAS AND LAND VALUATIONS</b>			Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
			\$31.95	2.27	130	356
<b>PARKLETS:</b>			<b>FEE CALCULATION:</b>			
<b>Park Area<sup>3</sup></b>	<b>sq.ft.</b>	<b>Monetary Value<sup>1</sup></b>	Number of residents:		808	
1 (Parcel H1 side)	n/a	\$54,000.00	Sq.Ft. Req'd for Park <sup>6</sup> :		105,040	
2 (Parcel H2/R2 side)	n/a	\$48,000.00	Acres Req'd for Park:		2.41	
3 (Parcel H1 side)	n/a	\$60,000.00	<b>Parkland Fee<sup>7</sup>:</b>		<b>\$3,356,028.00</b>	
4 (Parcel R1 side)	n/a	\$69,000.00	<b>DEDUCTIONS:</b>			
Total Parklet Area	0	\$231,000.00	Value of land dedicated:		\$1,348,609.50	
<b>PARCEL R1:</b>			Value of improvements <sup>8</sup> :		\$231,000.00	
<b>Park Area<sup>4</sup></b>	<b>sq.ft.</b>	<b>Monetary Value</b>	<b>Total of Deductions:</b>		<b>\$1,579,609.50</b>	
Park Easement	2,860	\$91,377.00	<b>TOTAL FEE DUE<sup>7</sup>:                    \$1,776,418.50</b>			
Courtyard	11,468	\$366,402.60				
Total R1 Park Area	14,328	\$457,779.60				
<b>PARCEL R2:</b>						
<b>Park Area<sup>2</sup></b>	<b>sq.ft.</b>	<b>Monetary Value</b>				
Park Easement	5,582	\$178,344.90				
Bldg. 1 Courtyard	11,500	\$367,425.00				
Bldg. 2 Courtyard	9,300	\$297,135.00				
Clubhouse open area	1,500	\$47,925.00				
Total R2 Park Area	27,882	\$890,829.90				
<b>Total sq.ft. Provided</b>		<b>42,210</b>				
<b>Total Park Value</b>		<b>\$1,579,609.50</b>				

**NOTES:**

- 1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
- 2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
- 3 Parklet locations based upon submitted draft public improvement plans.
- 4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
- 5 Land Value Factor based upon average of Lincoln/Bay street appraisals.
- 6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12)  
808 persons x 130 sf/person = 105,040sf (2.41ac.)
- 7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
- 8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)

**Courtyards as a Credit to fee**

**EXHIBIT C.1**

# SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

## PARK AREAS AND LAND VALUATIONS

Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$31.95	2.27	130	356

**PARKLETS:**

Park Area <sup>3</sup>	sq.ft.	Monetary Value <sup>1</sup>
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
<b>Total Parklet Area</b>	<b>0</b>	<b>\$231,000.00</b>

**FEE CALCULATION:**

Number of residents:	808
Sq.Ft. Req'd for Park <sup>6</sup> :	105,040
Acres Req'd for Park:	2.41
<b>Parkland Fee<sup>7</sup>:</b>	<b>\$3,356,028.00</b>

**PARCEL R1:**

Park Area <sup>4</sup>	sq.ft.	Monetary Value
Park Easement	2,860	\$91,377.00
Courtyard <sup>9</sup>	0	\$0.00
<b>Total R1 Park Area</b>	<b>2,860</b>	<b>\$91,377.00</b>

**DEDUCTIONS:**

Value of land dedicated:	\$269,721.90
Value of improvements <sup>8</sup> :	\$231,000.00
<b>Total of Deductions:</b>	<b>\$500,721.90</b>

**TOTAL FEE DUE<sup>7</sup>:                    \$2,855,306.10**

**PARCEL R2:**

Park Area <sup>2</sup>	sq.ft.	Monetary Value
Park Easement	5,582	\$178,344.90
Bldg. 1 Courtyard <sup>9</sup>	0	\$0.00
Bldg. 2 Courtyard <sup>9</sup>	0	\$0.00
Clubhouse open area	0	\$0.00
<b>Total R2 Park Area</b>	<b>5,582</b>	<b>\$178,344.90</b>

**Total sq.ft. Provided                    8,442**

**Total Park Value                        \$500,721.90**

**NOTES:**

1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
3 Parklet locations based upon submitted draft public improvement plans.
4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
5 Land Value Factor based upon average of Lincoln/Bay street appraisals.
6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12) 808 persons x 130 sf/person = 105,040sf (2.41ac.)
7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)
9 Courtyard areas are not credited towards the parkland in-lieu fee.

**Courtyards are NOT a credit**

**EXHIBIT C.2**

# SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

## PARK AREAS AND LAND VALUATIONS

**PARKLETS:**

Park Area <sup>3</sup>	sq.ft.	Monetary Value <sup>1</sup>
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
<b>Total Parklet Area</b>	<b>0</b>	<b>\$231,000.00</b>

**PARCEL R1:**

Park Area <sup>4</sup>	sq.ft.	Monetary Value
Park Easement	2,860	\$92,378.00
Courtyard	11,468	\$370,416.40
<b>Total R1 Park Area</b>	<b>14,328</b>	<b>\$462,794.40</b>

**PARCEL R2:**

Park Area <sup>2</sup>	sq.ft.	Monetary Value
Park Easement	5,582	\$180,298.60
Bldg. 1 Courtyard	11,500	\$371,450.00
Bldg. 2 Courtyard	9,300	\$300,390.00
Clubhouse open area	1,500	\$48,450.00
<b>Total R2 Park Area</b>	<b>27,882</b>	<b>\$900,588.60</b>

**Total sq.ft. Provided                    42,210**

**Total Park Value                        \$1,594,383.00**

Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$32.30	2.27	130	356

**FEE CALCULATION:**

Number of residents:	808
Sq.Ft. Req'd for Park <sup>6</sup> :	105,040
Acres Req'd for Park:	2.41
<b>Parkland Fee<sup>7</sup>:</b>	<b>\$3,392,792.00</b>

**DEDUCTIONS:**

Value of land dedicated:	\$1,363,383.00
Value of improvements <sup>8</sup> :	\$231,000.00
<b>Total of Deductions:</b>	<b>\$1,594,383.00</b>

**TOTAL FEE DUE<sup>7</sup>:                        \$1,798,409.00**

**NOTES:**

1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
3 Parklet locations based upon submitted draft public improvement plans.
4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
5 Land Value Factor based upon average of tioga lift statin and Lincoln/Bay street appraisals.
6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12) 808 persons x 130 sf/person = 105,040sf (2.41ac.)
7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)

**Courtyards as a Credit to fee**

**EXHIBIT D.1**

# SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

## PARK AREAS AND LAND VALUATIONS

**PARKLETS:**

Park Area <sup>3</sup>	sq.ft.	Monetary Value <sup>1</sup>
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
<b>Total Parklet Area</b>	<b>0</b>	<b>\$231,000.00</b>

**PARCEL R1:**

Park Area <sup>4</sup>	sq.ft.	Monetary Value
Park Easement	2,860	\$92,378.00
Courtyard <sup>9</sup>	0	\$0.00
<b>Total R1 Park Area</b>	<b>2,860</b>	<b>\$92,378.00</b>

**PARCEL R2:**

Park Area <sup>2</sup>	sq.ft.	Monetary Value
Park Easement	5,582	\$180,298.60
Bldg. 1 Courtyard <sup>9</sup>	0	\$0.00
Bldg. 2 Courtyard <sup>9</sup>	0	\$0.00
Clubhouse open area	0	\$0.00
<b>Total R2 Park Area</b>	<b>5,582</b>	<b>\$180,298.60</b>

<b>Total sq.ft. Provided</b>	<b>8,442</b>
<b>Total Park Value</b>	<b>\$503,676.60</b>

**NOTES:**

1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
3 Parklet locations based upon submitted draft public improvement plans.
4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
5 Land Value Factor based upon average of tioga lift statin and Lincoln/Bay street appraisals.
6 Park Area Calculation: $2.27 \text{ persons/du} \times 356 = 808 \text{ persons}$ (rounded down from 808.12) $808 \text{ persons} \times 130 \text{ sf/person} = 105,040\text{sf}$ (2.41ac.)
7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)
9 Courtyard areas are not credited towards the parkland in-lieu fee.

Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$32.30	2.27	130	356

**FEE CALCULATION:**

Number of residents:	808
Sq.Ft. Req'd for Park <sup>6</sup> :	105,040
Acres Req'd for Park:	2.41
<b>Parkland Fee<sup>7</sup>:</b>	<b>\$3,392,792.00</b>

**DEDUCTIONS:**

Value of land dedicated:	\$272,676.60
Value of improvements <sup>8</sup> :	\$231,000.00
<b>Total of Deductions:</b>	<b>\$503,676.60</b>

**TOTAL FEE DUE<sup>7</sup>:                    \$2,889,115.40**

**Courtyards are NOT a credit**

**EXHIBIT D.2**



January 14, 2020

Mr. Aaron Blair  
City of Sand City – City Manager  
City Hall - 1 Sylvan Park  
Sand City, CA 93955  
Tel: (831) 394-3054  
Email: [Aaron@SandCityCA.org](mailto:Aaron@SandCityCA.org)

Re: West End South of Tioga – Quimby Act In-Lie Fee

Dear Aaron,

On December 10, 2019, DBO Development No. 30, LLC submitted an initial letter to the City of Sand City requesting the Council apply their by-right discretion towards the applicability of the Quimby Act on the South of Tioga Sand City redevelopment project. Expanding upon that initial letter, please find outlined below additional information for the City Council's consideration along with DBO Development No. 30, LLC's proposed calculation if indeed the City deems the Quimby Act applicable:

Considerations:

1. The Quimby Act is applicable only to single family residential subdivisions. The Quimby Act was inadvertently assumed applicable to the South of Tioga project.

- a. The South of Tioga Sand City redevelopment project is mixed-use zoned and a commercial subdivision with proposed hotel and multi-family rental units – not a residential single-family subdivision. The Vesting Tentative Map (VTM) only establishes the commercial subdivision, each of the three developable parcels are subject to specific Conditional Use Permits (CUP) approvals. Quimby park dedication requirements and in-lieu fees do not pertain to rental apartments where no subdivision of land or air space is involved. Per Quimby Act 66477 (d) “this section does not apply to commercial or industrial subdivisions or to condominium projects or stock cooperatives that consist of the subdivision of airspace in an existing apartment building that is more than five years old when new dwelling units are added.” Further supporting this position, the section below is taken directly from the City of Palo Alto Development Impact Fee Program amended February 28, 2019:

Quimby park dedication requirements and in-lieu fees do not pertain to rental apartments where no subdivision of land or air space is involved. **Quimby Act fees only apply to single-family/town house subdivisions and multi-family condominium projects.** For non-residential development, this study establishes the nexus for an impact fee for parks and trails.

**DBO Development No. 30, LLC respectfully requests the City Council void the application of the Quimby Act on the South of Tioga redevelopment project in it's entirety accordingly.**



2. Quimby Act is not a mandatory Federal, State and/or City requirement. Per California Government Code Title 7. Planning and Land Use Division 2. Subdivisions Chapter 4. Requirements Article 3. Dedications, Section 66477.(a) "The legislative body of a city or a county may, by ordinance, require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map."
  - a. So the Quimby Act (parkland) is a totally discretionary requirement the City can or cannot impose on a project. Given the extensive benefits (both financial and aesthetic) the South of Tioga project brings to the City, the high quality of recreational spaces proposed within the development, and the 0.9 acre dedicated habitat preserve, DBO Development requests the City Council to not impose this additional fee burden upon the project.
  
3. The Quimby Act is not applicable to affordable (inclusionary) housing units.
  - a. Exemptions to Quimby Act: Development of real property into housing units that are either rented, leased, sold, conveyed or otherwise transferred, at a rental price or purchase price which does not exceed the "affordable housing cost" as defined in Section 50052.5 of the California Health and Safety Code when provided to a "lower income household" as defined in Section 50079.5 of the California Health and Safety Code or "very low income household" as defined in Section 50105 of the California Health and Safety Code, and provided that the applicant executes an agreement, in the form of a deed restriction, second trust deed, or other legally binding and enforceable document acceptable to the City Attorney and binding on the owner and any successor-in-interest to the real property being developed, guaranteeing that all of the units developed on the real property shall be maintained for lower and very low income households whether as units for rent or for sale or transfer, for the lesser of a period of 30 years or the actual life or existence of the structure, including any addition, renovation or remodeling thereto. The South of Tioga redevelopment project currently anticipates fifty-two (52) "affordable low income for rent" units. A minimum, those (52) units shall not be included in the calculation for the required open space.

In the case where the City desires to continue to impose the Quimby Act requirements upon the South of Tioga redevelopment project, DBO Development No. 30, LLC respectfully requests the Council use their by-right discretion in considering the following credits and approve determining the final fee imposed as follows:

1. Proposed Affordable Housing Unit Credit:
  - a. The South of Tioga redevelopment projects proposes 356 total multi-family residential rental apartment units. Of which, fifty-two (52) units will be deed restricted as "affordable low income for rent" units. Therefore, applicable number of multi-family residential rental apartment units is 304. The resulting Quimby Act park land fee shall be calculated as follows:

304 (proposed units) x 2.27 (persons/unit) = 690 persons  
690 (persons) x 130 (s.f. of park area/person) = 89,700 s.f.  
89,700 (s.f. of required park area) x \$31.95 (s.f. land value) = \$2,865,915.00

**Summary: Total park land fee due incorporating affordable housing unit credit and excluding and project area or capital improvement credits:  
\$2,865,915.00**

2. Proposed Recreational Area Provided Within Project Credit:  
(please refer to Table 1 – Proposed On-site Recreational Areas/Amenities Areas):

- R1/R2 Park Easement Areas
- Tioga / California Corner Signage / Landscape Easement Area
- H1 / H2 Hotel Parcels Open Courtyard Area
- R2 Multi-family Parcel Areas Consisting of:
  - Bldg 1 - Outdoor area south of the 1st floor clubhouse
  - Bldg 1 - Pool / Courtyard Area
  - Bldg 1 - Clubhouse / Gym
  - Bldg 1 - Rooftop Skydeck
  - Bldg 2 – Courtyard
- R1 Multi-family Parcel Courtyard Area
- Dedicated Open Habitat Areas

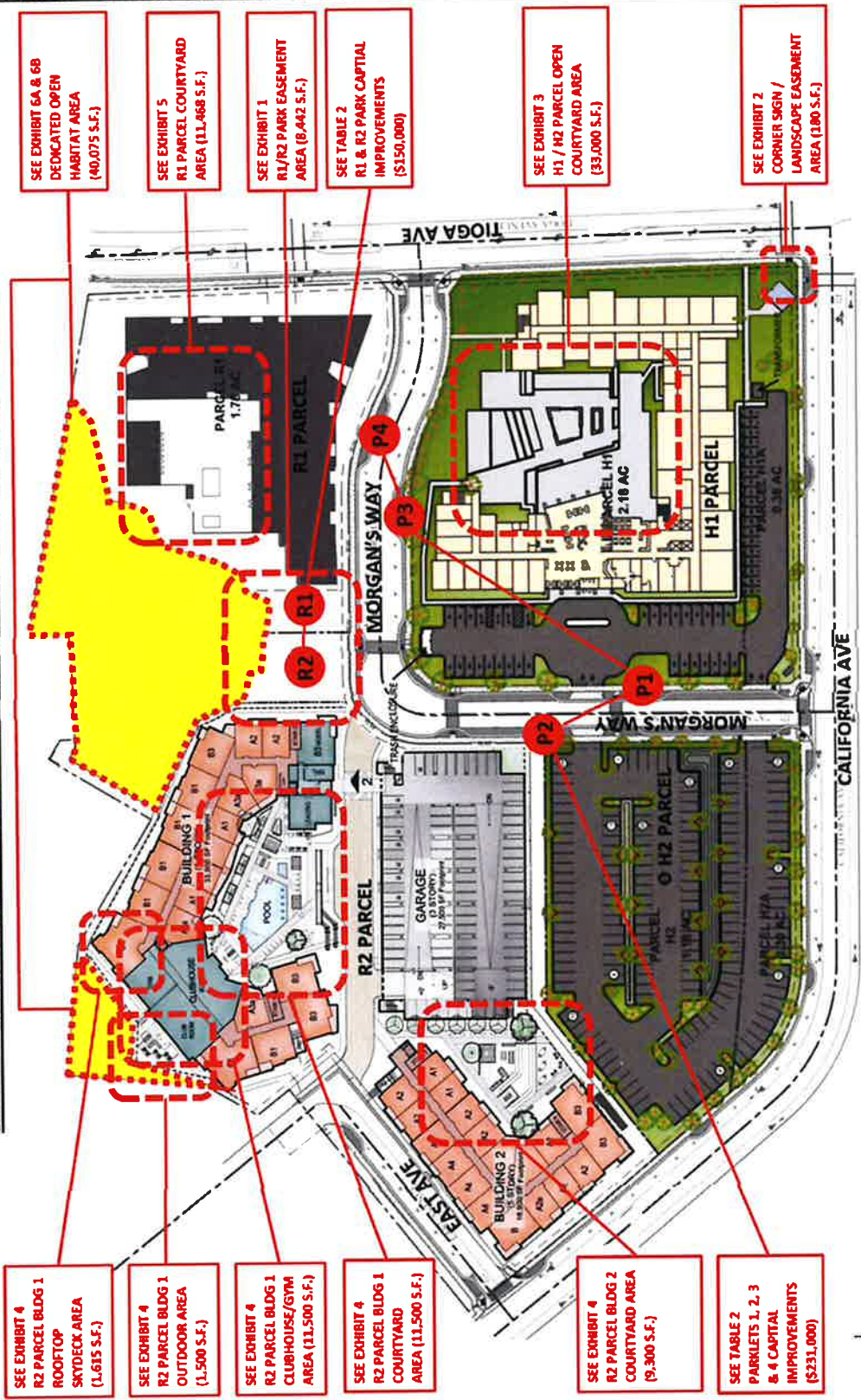
3. Proposed Recreational Capital Improvements Project Credit:  
(please refer to Table 2 – Proposed On-site Recreational Areas/Amenities Capital Improvements):

- Parklet #1 Area Improvements
- Parklet #2 Area Improvements
- Parklet #3 Area Improvements
- Parklet #4 Area Improvements
- R1 Park Easement Area Improvements
- R2 Park Easement Area Improvements

Please refer to Table 1 - Proposed On-site Recreational Areas/Amenities Areas for a detailed summary of each area and a total project area calculation (calculated with two options (Option A excluding the habitat open area and Option B including the habitat open area). Table 2 identifies the capital improvements costs of the outdoor area. Table 3 is the proposed In-Lieu fee calculation for Option A and Option B. Please note that both Options A & B do not include the potential City Community Center being discussed at the 1<sup>st</sup> Floor of 600 Ortiz which would add further public benefit for the City's residents. Exhibits 1 through 6 graphically identify the areas being proposed.

**Exhibit 0.1 – Master Site Plan On-Site Recreational / Amenities Area & Capital**

**EXHIBIT 0.1 MASTER SITE PROPOSED ON-SITE RECREATIONAL / AMENITIES AREAS & CAPITAL**





<b>Table 1 –Proposed On-site Recreational Areas/Amenities Areas (s.f.)</b>			
<b>Category Name</b>	<b>Parcel / Description</b>	<b>Area</b>	<b>Category Area Subtotal</b>
<b>R1/R2 Park Easement Area</b>			
	R1 Park Easement (park area at the knuckle of Morgan's Way straddling R1 & R2 parcels)	2,860 s.f.	
	R2 Park Easement (park area at the knuckle of Morgan's Way straddling R1 & R2 parcels)	5,582 s.f.	
	<b>Category Subtotal</b>		<b>8,442 s.f.</b>
<b>Tioga / California Corner Signage / Landscape Easement</b>			
	Easement Area	180 s.f.	
	<b>Category Subtotal</b>		<b>180 s.f.</b>
<b>H1 / H2 Hotel Parcels</b>			
	Open Courtyard Area	33,000 s.f.	
	<b>Category Subtotal</b>		<b>33,000 s.f.</b>
<b>R2 Multi-family Parcel</b>			
	Bldg 1 – Outdoor area south of the 1st floor clubhouse	1,500 s.f.	
	Bldg 1 – Pool / Courtyard Area	11,500 s.f.	
	Bldg 1 – Clubhouse / Gym	6,350 s.f.	
	Bldg 1 – Rooftop Skydeck	1,615 s.f.	
	Bldg 2 – Courtyard	9,300 s.f.	
	<b>Category Subtotal</b>		<b>30,265 s.f.</b>
<b>R1 Multi-family Parcel</b>			
	Courtyard	11,468 s.f.	
	<b>Category Subtotal</b>		<b>11,468 s.f.</b>
<b>Dedicated Open Habitat Area</b>			
	R1 Parcel southwest area	18,731 s.f.	
	R2 Parcel northwest area	17,424 s.f.	
	R2 parcel southwest area	3,920 s.f.	
	<b>Category Subtotal</b>		<b>40,075 s.f.</b>
<b>Total Area</b>			
	(Total proposed area excluding habitat open area – Option A)		<b>83,355 s.f. (1.91 acres)</b>
	Or		
	Total proposed area including habitat open area – Option B)		<b>123,430 s.f. (2.83 acres)</b>

Table 2 –Proposed On-site Recreational Areas/Amenities Capital Improvements (Costs \$)			
Category Name	Parcel / Description	Cost Value	C
<b>Capital Improvements of Outdoor Areas</b>			
	Parklet #1 Area Improvements	\$54,000.00	
	Parklet #2 Area Improvements	\$48,000.00	
	Parklet #3 Area Improvements	\$60,000.00	
	Parklet #4 Area Improvements	\$69,000.00	
	R1 Park Easement Area Improvements	\$75,000.00	
	R2 Park Easement Area Improvements	\$75,000.00	
<b>Total</b>	<b>Total (all improvement areas)</b>		<b>\$381,000.00</b>

Table 3 – Proposed In-lieu Fee Calculation (Opt A & Opt B)							
	1	2	3	4	5	6	7
Option	Total Developer Provided Area  (Table 1)	Land Value  (agree upon value)	Total Developer Provided Land Value  (A1 x A2) or B1 x B2)	Total Value of Developer Capital Improvs.  (Table 2)	Total Value of Developer In-lieu Fee  (A3 + A4) or (B3 + B4)	Total City Required Value of In-lieu Fee	Difference  (A5-A6) or (B5-B6)
A	83,355 s.f.	\$31.95 / s.f.	\$2,663,192.25	\$381,000.00	3,044,192.25	\$2,865,915.00	<b>\$178,277.25</b> (Developer exceeds required amount of in-lieu fee – this does not include Community Center at 1 <sup>st</sup> Floor of 600 Ortiz)
B	123,430 s.f.	\$31.95 / s.f.	\$3,943,588.50	\$381,000.00	\$4,324,588.50	\$2,865,915.00	<b>\$1,458,673.5</b> (Developer exceeds required amount of in-lieu fee – this does not include Community Center at 1 <sup>st</sup> Floor of 600 Ortiz)

In summary, in the case where the City desires to continue to impose the Quimby Act requirements upon the South of Tioga redevelopment project, DBO Development No. 30, LLC's proposed In-Lieu Fee Calculation in Table 3 identifies that with incorporating the fifty-two (52) low-income unit credit, the proposed recreational area provided within project credit, and the proposed recreational capital improvements project credit that the developer is actually exceeding the total required fee by \$178,277.25 even when excluding the 0.9 acre of habitat reserve area. When the 0.9 acre of habitat area is factored in, the developer exceeds the total required fee by \$1,458,673.50.

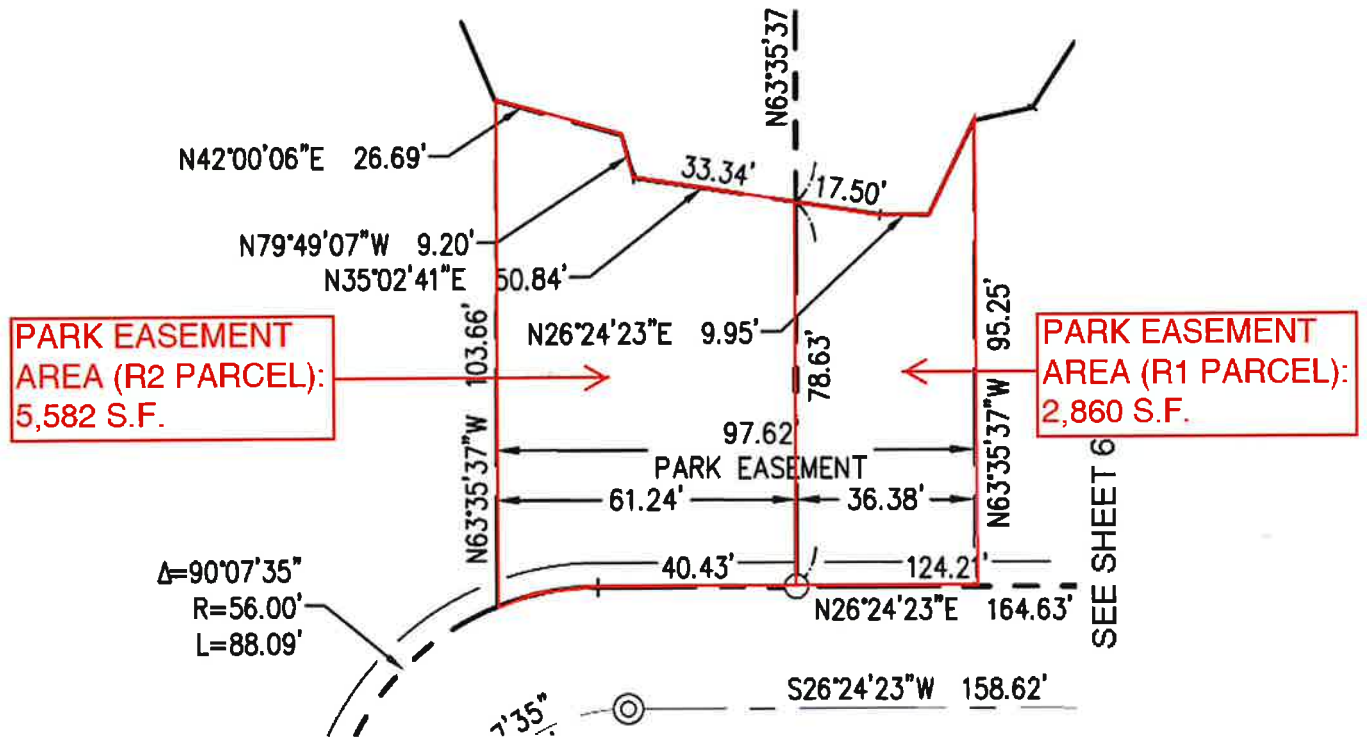
DBO Development No. 30, LLC respectfully requests that either:

- A) The City void the application of the Quimby Act on the South of Tioga redevelopment project in it's entirety, or
- B) The City agree to the proposed in-lieu fee calculation (Opt A or B) as outlined above in Tables 1, 2 & 3 above reflecting DBO Development No. 30, LLC exceeds the minimum Quimby Act in-lieu fee and no additional out-of-pocket fees or improvements required.

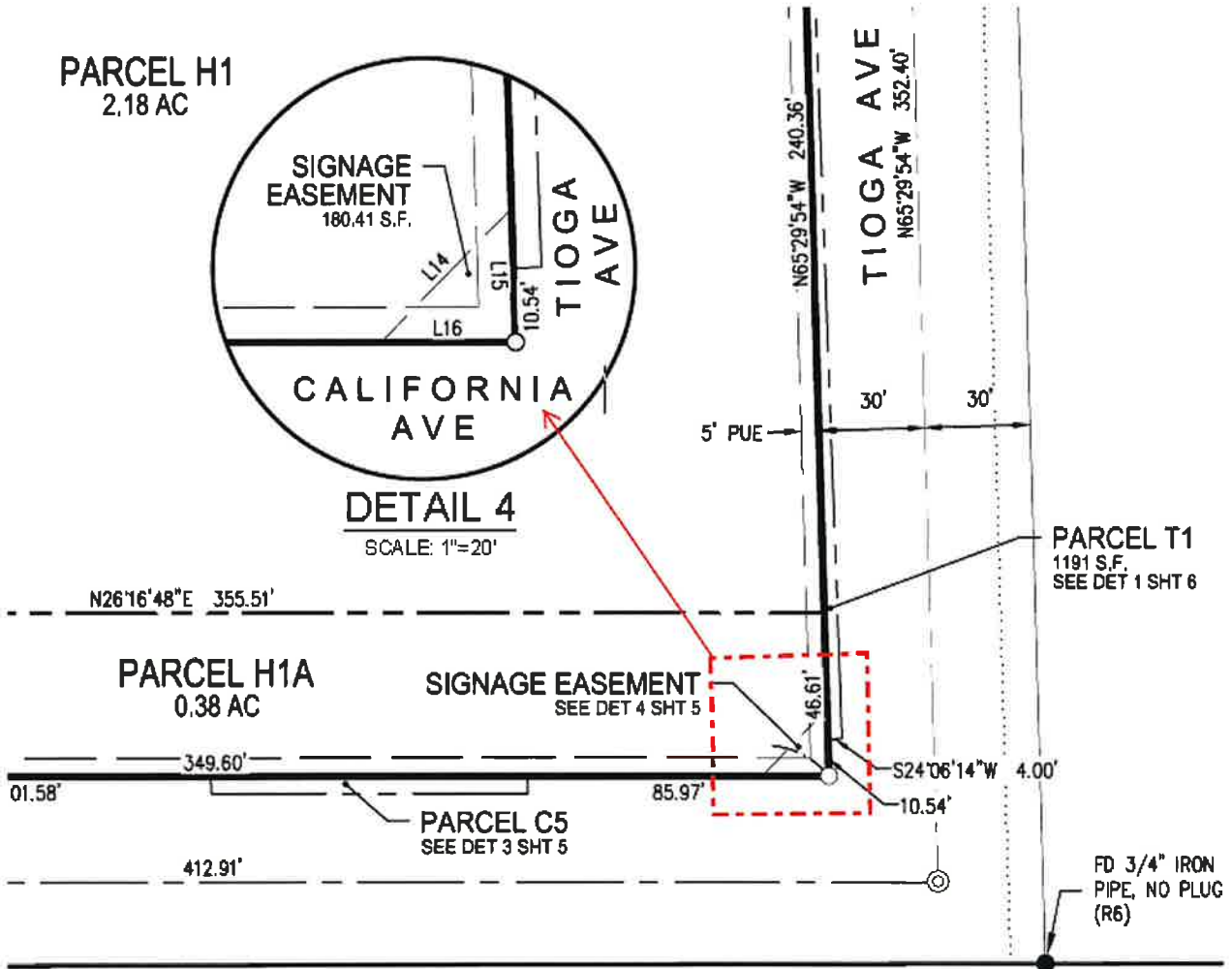
While a moot point upon agreement to either scenario proposed above, DBO Development No. 30, LLC is requesting City of Sand City Resolution SC18-58, 2018 (Vesting Tentative Map 18-01) Condition of Approval Section I. Fees, Item 2 Parkland or Fees be clarified to state "if Quimby Act in-lieu fees are required, the proportionate fee shall be paid by the respective developer prior to certificate of occupancy". DBO Development No. 30, LLC is only developing the master off-site improvements, not the specific parcel uses and respective improvements which trigger said fee.

Exhibits follow this page.

**Exhibit 1 - R1/R2 Park Easement Area**

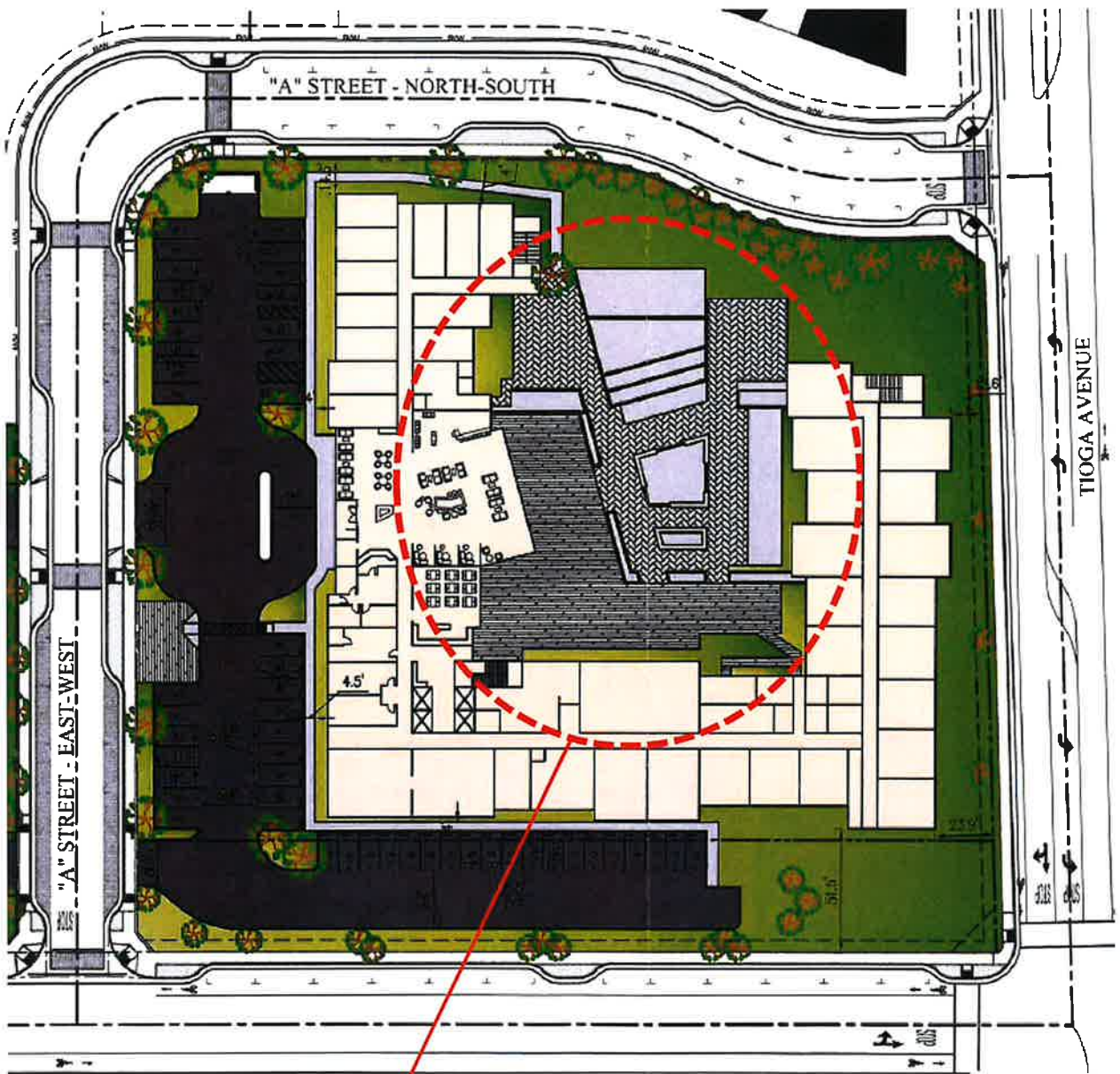


**Exhibit 2 - Tioga / California Corner Signage / Landscape Easement**



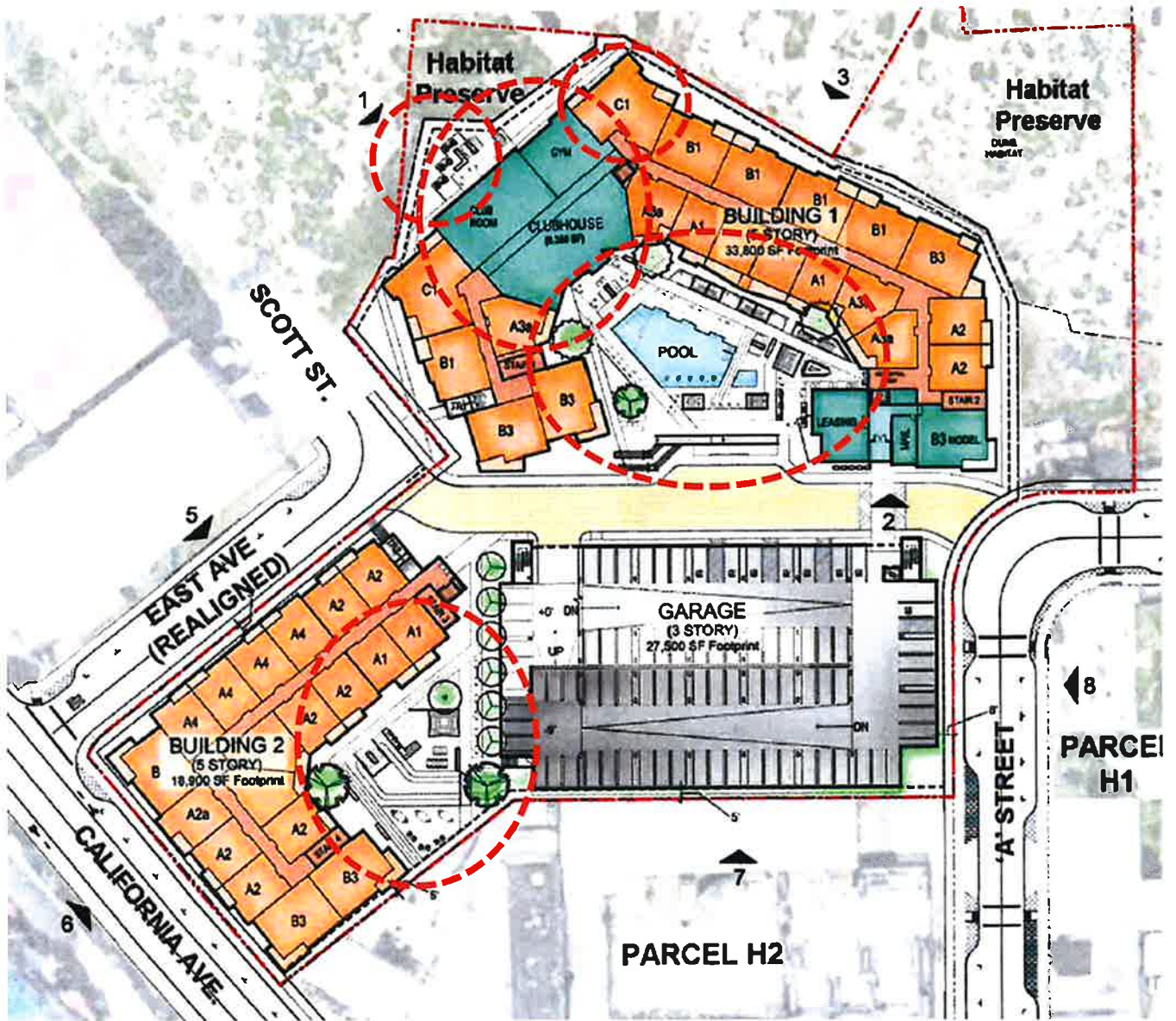


**Exhibit 3 - H1 / H2 Hotel Parcels**



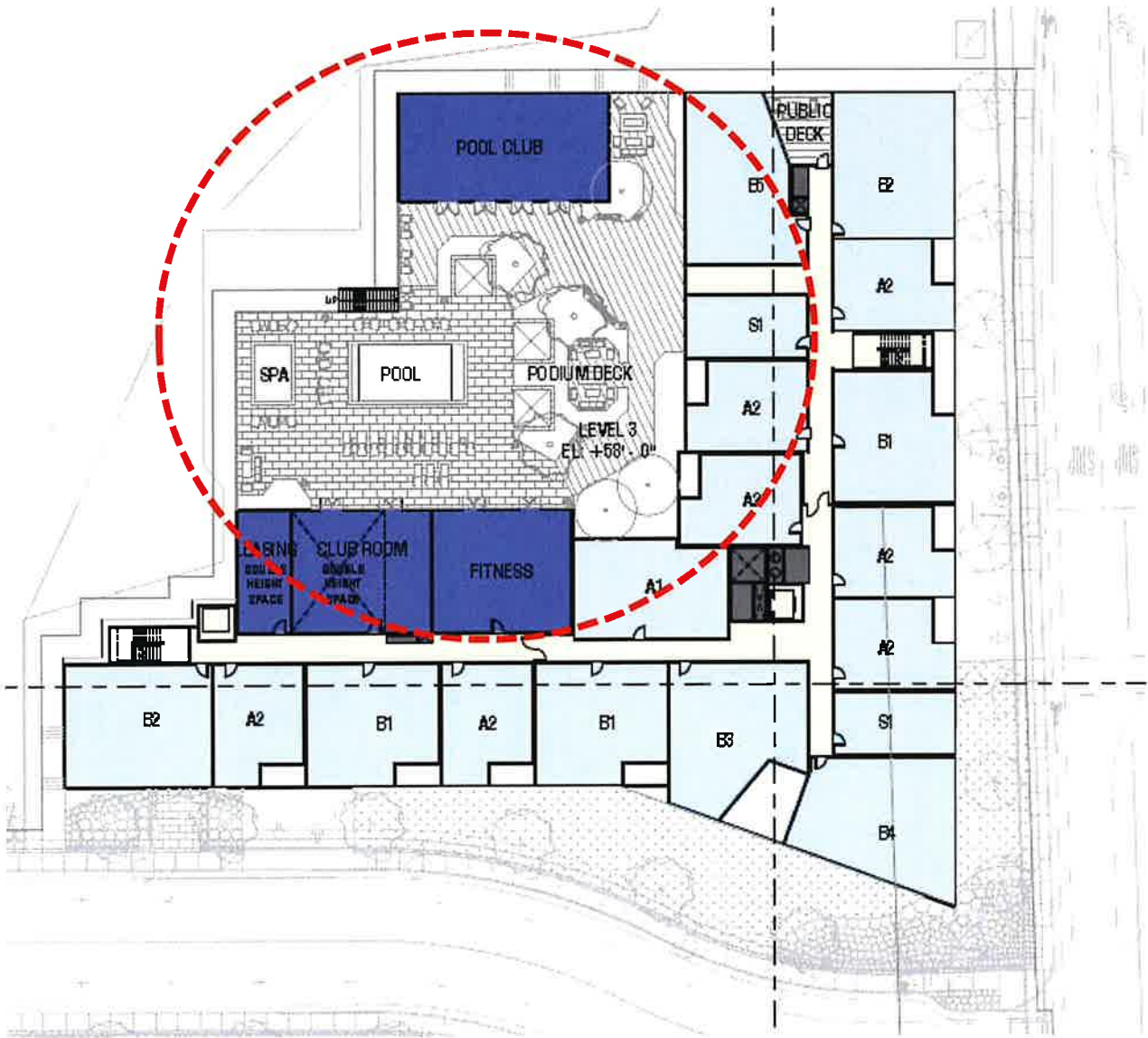
H1/H2 PARCEL  
HOTEL OPEN  
COURTYARD AREA

Exhibit 4 - R2 Multi-family Parcel



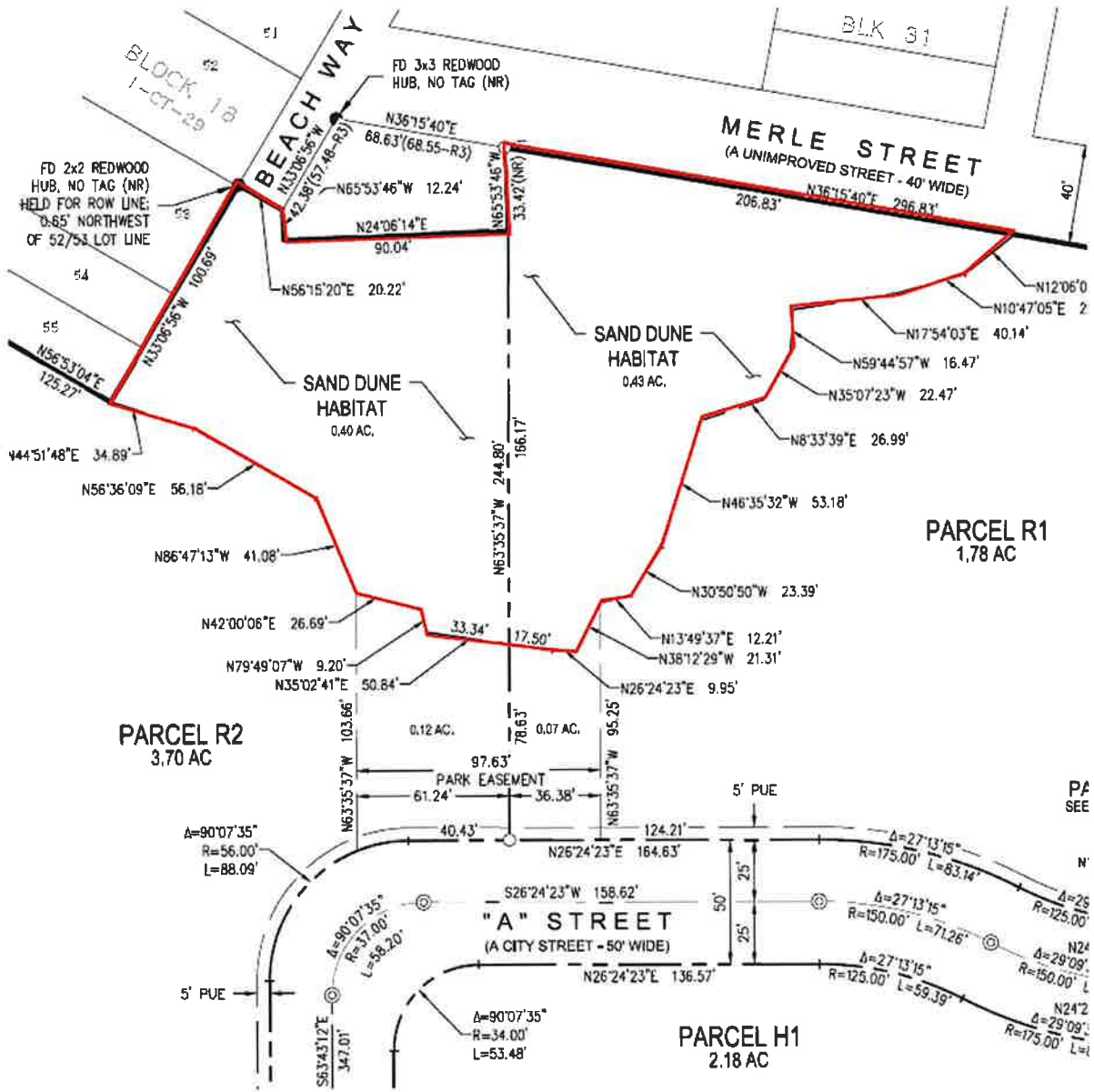


**Exhibit 5 -R1 Multi-family Parcel**

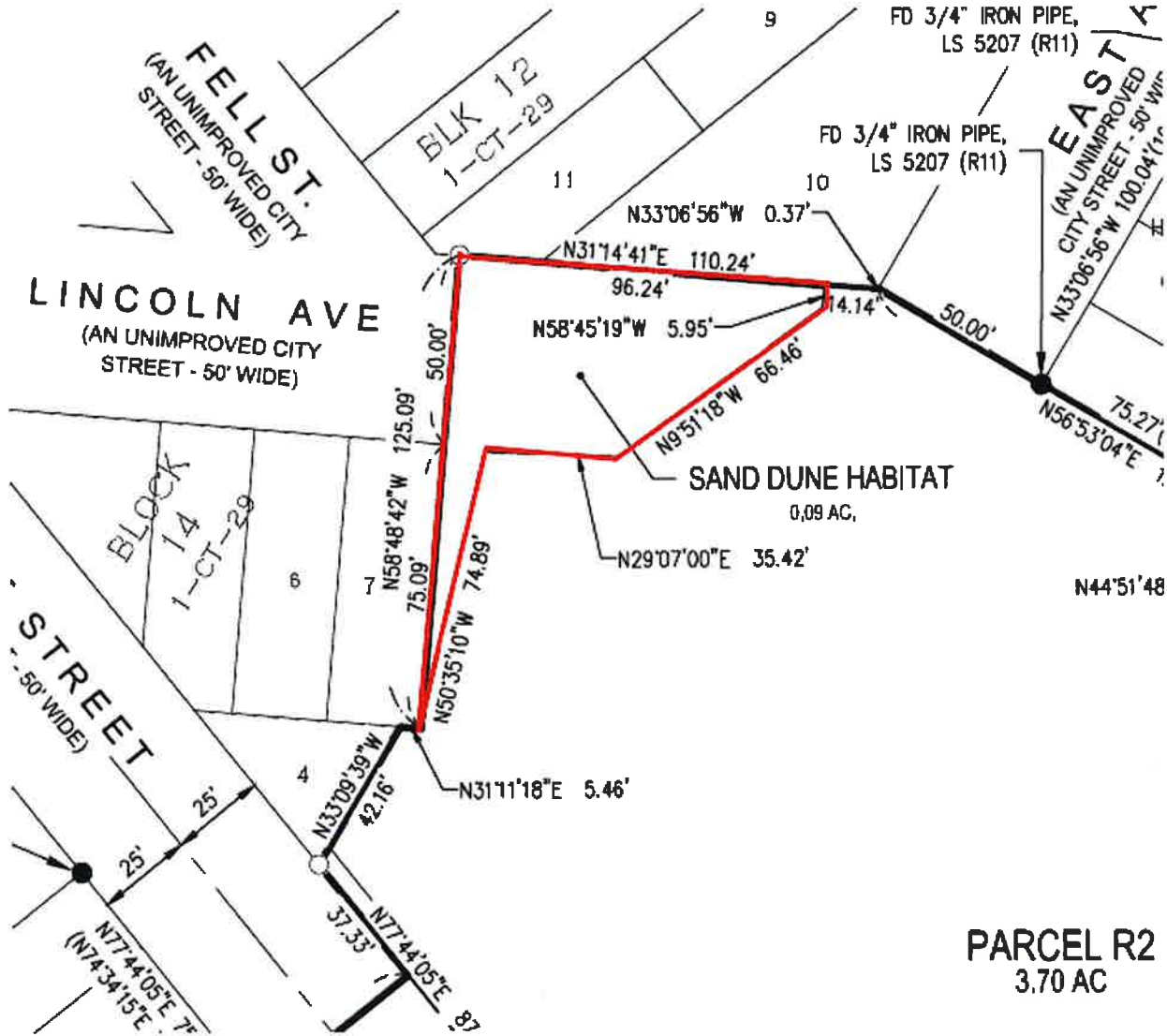




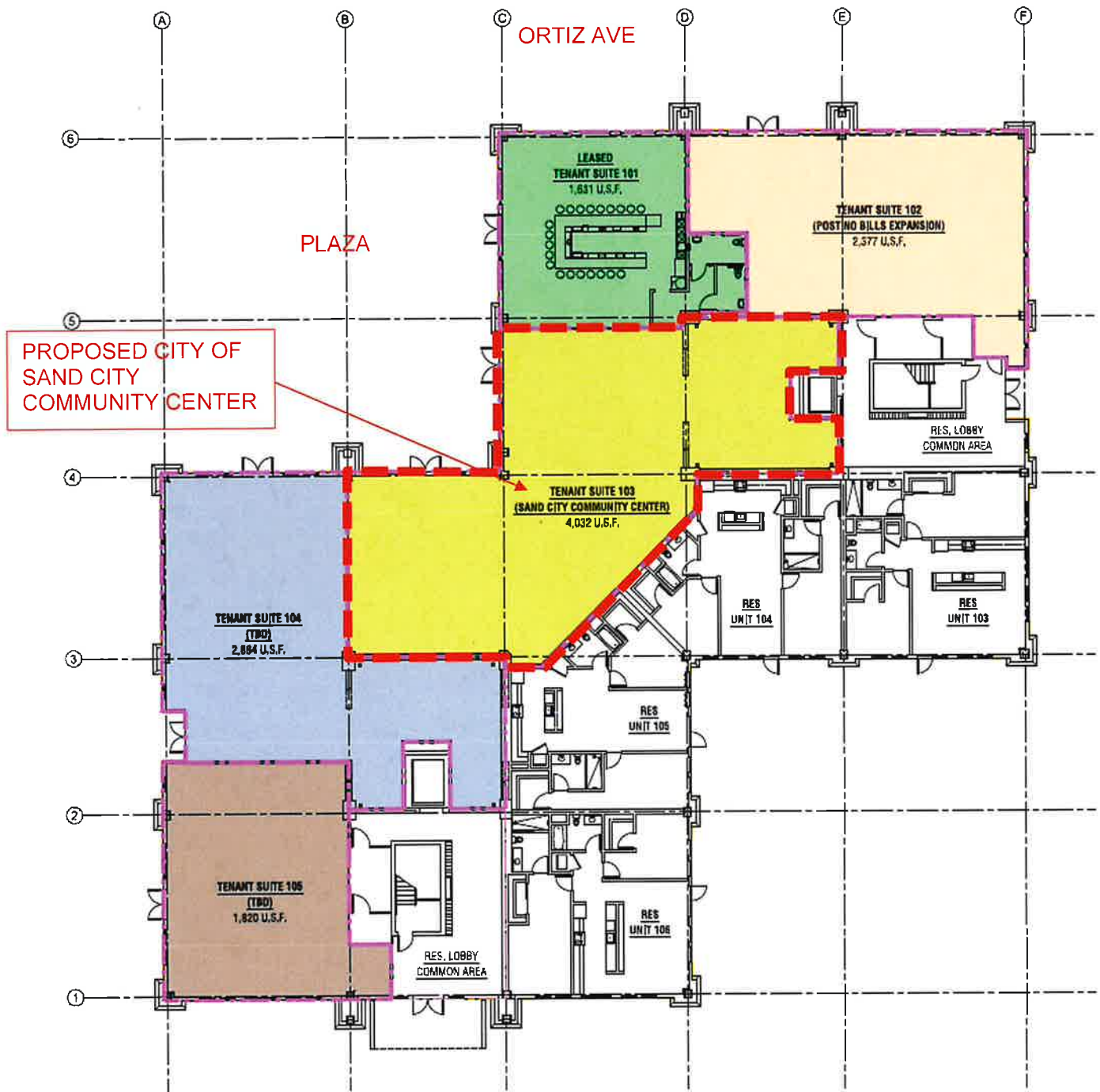
**Exhibit 6A - Dedicated Open Habitat Area (Area 1)**



**Exhibit 6B - Dedicated Open Habitat Area (Area 2)**



**Exhibit 7 – 600 Ortiz (Independent) Community Center (Option)**



Thank you for consideration. DBO Development No. 30, LLC is available to further discuss the Quimby Act with Staff and/or Council as appropriate. We look forward to advancing this very important project.

Sincerely,

Matt Nohr  
On behalf of DBO Development No. 30

CC: Don Orosco, DBO Development No. 30, LLC  
Charles Pooler, City of Sand City

**CITY OF SAND CITY**

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**STAFF REPORT**

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**MAY 24, 2019**  
**(For City Council consideration on June 18, 2019)**

**TO: Mayor & City Council**

**FROM: Charles Pooler, City Planner**  
**Vibeke Norgaard, City Attorney**

**SUBJECT: South of Tioga Park Dedication / In-Lieu Fee Requirement**

**BACKGROUND**

The overall South of Tioga project by DBO Development (the “Applicant”) consists of a hotel and residential development on six (6) newly created parcels (the “Project”) within the General Plan designated South of Tioga area. The Applicant received City Council certification of the Environmental Impact Report (the “EIR”), approval of the Vesting Tentative Map (the “VTM”), and approval of the mitigation monitoring program for the Project on June 5, 2018. The Hotel segment of the Project received City approval of land use/development entitlements in November of 2018. As part of the VTM approval, the South of Tioga Project was required to dedicate parkland, pay a fee in lieu of parkland dedication, or a combination of both (VTM Condition #1.2). The City Planner and City Attorney have reviewed the City’s municipal code, the Project VTM, and relevant Government Codes in order to determine how to appropriately calculate the park in-lieu fee amount for the Project. This report is meant to summarize the particulars of the Municipal Code, VTM, and Government Code requirements pertaining to the park dedication/in-lieu fee requirement for the Project and to seek City Council direction regarding whether to allow credits towards those fees for ‘private open space’.

**VESTING TENTATIVE MAP**

At the June 5, 2018 public hearing and City Council meeting, the VTM for the South of Tioga Project, dated May 31, 2018, was approved. The VTM authorized up to 125 residential dwelling units and a potential rooftop restaurant on Parcel R1 and up to 231 residential dwelling units on Parcel R2. Condition 1.2 of the VTM states as follows in regard to the park dedication:

“The applicant shall provide on-site parkland or a fee in lieu of parkland dedication, or combination thereof, in accordance with Municipal Code Chapter 17.68. Based on a Project of 356 residential units and an average per unit occupancy of 2.27 persons, the total Project population would be about 808 persons. The resulting parkland requirement, based on 130 square feet per each resident, is 2.4 acres. Park or recreation area provided by the applicant within the Project that qualifies under the

**ATTACHMENT 1**

Page 1 of 5

provisions of Chapter 17.68 shall be credited toward this requirement as determined by the City Planner. Remaining park requirements shall be compensated through an in-lieu payment the amount to be determined prior to recording the first Final Map by the City in accordance with the provisions of Chapter 17.86. Fees may be used for recreational amenities within the City's public rights-of-way within or adjacent to the Project, or for an off-site community or cultural center within the Sand city municipal limits. An in-kind contribution toward rent or facilities may be used in place of fees at the discretion of the City Administrator. One-half of the fee shall be paid prior to recording of the final map, or as otherwise agreed by the City Administrator in the case of in-kind contributions, and one-quarter of the fee shall be paid prior to issuance of the first building permit for each parcel."

## DISCUSSION

### **MUNICIPAL CODE CHAPTER 17.68:**

Sand City Municipal Code ("SCMC") Chapter 17.68 (see Exhibit A) establishes the City's requirements for park dedication(s) in conjunction with subdivisions, pursuant to Government Code section 66477 (Quimby Act). Park land must be suitable for active use and should directly benefit the subdivision. SCMC section 17.68.030.A states that a "*...subdivider shall dedicate usable open space, grant an easement, or pay a fee in-lieu of such dedication or...easement....in conformance with an adopted fee schedule ordinance.*" The land, fees, or combinations thereof can only be used for the purpose of providing park and recreational facilities that serve residents of the development (upon which the fee is imposed) and the local community (SCMC section 17.68.030.B.4). SCMC section 17.68.030.B.2 states that habitat areas are not to be considered as park land dedications; therefore, the habitat preserve mitigation for the South of Tioga Project cannot be credited towards meeting the park land requirement. Land dedications/easements need to be identified and included on the South of Tioga Project's final map when recorded for that dedication/easement to be considered official.

Land Dedication: The SCMC outlines the aforementioned fee schedule and dedication/easement requirements (SCMC section 17.68.030.B), and establishes that 130 square feet of parkland shall be provided per estimated person of the subdivision. The VTM (condition 1.2, p.22) specifies that the resulting parkland requirement for the entire South of Tioga project is 2.4 acres, based upon a rate of 130 square feet per person and a residential population of 808 persons ( $2.27 \text{ persons} / \text{d.u.} \times 356 \text{ d.u.}$ ).

In-Lieu Fee: For subdivisions of fewer than 50 lots (the entire South of Tioga Area post-Final Map recording will be six lots), only the fee may be imposed by the City as a requirement (SCMC section 17.68.030.C.5). Therefore, the City can only "impose" a fee; however; this does not prevent a subdivider from voluntarily dedicating parkland towards meeting this requirement as a credit against the in-lieu fee. Furthermore, a fee in-lieu of land dedication shall be required when no portion of the proposed usable open space is planned to be located within the limits of the subdivision (section 17.68.020.C). In-lieu fees are to be based on current fair market value of land and development costs in areas where park facilities are planned.

## **CALCULATING THE IN-LIEU FEE:**

In order to calculate the in-lieu fee, a cost factor per square foot is needed to convert the required 2.4 acres of parkland into a dollar value. The SCMC states that in-lieu fees are *“to be based on current fair market value of land and development costs in the areas where park facilities are planned”*. For the purposes of discussion in this report, staff is using a land value of \$57.77 per square foot. This is based upon the recent Lang Property appraisal (see Exhibits C.1 & C.2). Staff is working with an appraiser to determine what the actual fair market value should be to calculate the fee; therefore, the \$57.77 is not a final value to determine the actual fee at this time.

The 2.4 acres (or 105,040 sq.ft.) of parkland area required equates to a fee of \$6,068,160.80 (105,040sf x \$57.77/sf). There are items that qualify, either automatically or discretionarily, as a credit against the in-lieu fee. First is land dedication/easement provided within the project area, second is the cost of park/recreational improvements, and third is private open recreational areas within the project.

Automatic Credit - Land Dedications / Easements: The draft South of Tioga Final Map currently in review by staff identifies two abutting public park easements (see Exhibit B). Parcel R1 provides a park easement of 2,860 square feet and Parcel R2 provides a park easement of 5,582 square feet fronting the proposed “A” Street through the Project. The VTM states that *“Park or recreation area provided by the applicant within the Project that qualifies under the provisions of Chapter 17.68 shall be credited.....”*. These park easements qualify under the provisions of this Chapter as they provide a grant of land easement for usable open space (SCMC section 17.68.020.A). Therefore, the cumulative 8,442 square feet of park easements qualify to be credited towards the park in-lieu fee. This credit amounts to \$487,694.34 (\$57.77/sf. x 8,442 sf.). These easements are dedicated public open space per VTM condition E13, which states *“An easement shall be recorded with the final map to provide public access to and over park facilities provided on private parcels and intended for public access, use, and enjoyment.”* Though there are currently no plans on how to develop these easements, they are intended for public access and recreational use.

Automatic Credit - Park & Recreational Improvements: SCMC section 17.68.030.C.7 states that *“...the value of the improvements together with any equipment.....shall be a credit against the payment of fees or dedication of land required....”* The parklet areas themselves within the proposed “A” Street are not a credit as this is to be dedicated public right-of-way; however, the cost of improvements and development of the amenities (i.e. benches, tables, etc.) within the parklets are improvements for general public use that satisfies the description above; and therefore, qualifies as a credit against the in-lieu fee. According to the Applicant, the recreational improvements for the parklets will cost \$231,000 (see Exhibit C for a cost breakdown for each of the 4 parklets). This amount can therefore be credited against the total in-lieu fee.

Discretionary Credit - Private Open Spaces: SCMC Section 17.68.030.C.11 states that *“Planned development and real estate developments....shall be eligible to receive a credit, as determined by the City, against the amount of land required to be dedicated*



or the amount of the fee imposed.....for the value of private open space within the development which is usable for active recreational uses.” Both residential development pads (Pad R1 and R2) provide private courtyards for their residents that meet the definition of “private open space” usable for “active recreation” The SCMC ordinance is thus phrased in a way that clearly gives the City discretion in determining whether or not to allow ‘private open space’ as a credit towards the in-lieu fee. SCMC subsection C.11 specifies that such developments “...shall be eligible...as determined by the City,...”, which is not in the imperative; and therefore, is subject to the City’s discretionary determination. Finally, the VTM states that the South of Tioga Project gets credit for areas that qualify under the provisions of SCMC Chapter 17.68; therefore, if something does not qualify under the SCMC, then that credit is not applicable.

The City Planner and City Attorney both concur that Parcel R2's clubhouse and gym do not qualify as ‘open space’, and the rooftop skydeck is not for an ‘active’ recreational purpose; and therefore, the square footage of those areas are not applicable as credit towards the in-lieu fee. Beyond the courtyard and park easement, other specific on-site recreational amenities and their square footage for Parcel R1 are currently unknown until such time as Parcel R1's future developer provides staff with a more definitive development plan.

Applying the value of the 8,442 sq.ft. of park easements (value of \$487,694.34) and the parklet improvements of \$231,000 as credit, reduces the park fee to \$5,349,466.46. If the City Council decides that the private open spaces (i.e. courtyard areas) are subject to be credited towards the in-lieu fee amount, then the total fee would be further reduced to \$3,485,344.10 (see Exhibit C.1). If the Council decides the courtyards are NOT a credit, then the fee would be \$5,349,466.46 (see Exhibit C.2); a difference of \$1,864,122.36.

#### **TIMING OF PAYMENT:**

The VTM states that one half of the in-lieu fee is to be paid prior to recording the Project’s Final Map or as otherwise agreed upon by the City Administrator in the case of in-kind contributions. An additional quarter of the fee is due prior to City issuance of the first building permit for each parcel per the VTM. The remaining quarter fee payment schedule/due date is not identified by the VTM; nor does Chapter 17.68 provide any specifications on payment timing. This would be best resolved/clarified within the development agreement between the City and the Applicant.

#### **FEE COMMITMENT OR REFUND:**

SCMC section 17.68.030.C.4 specifies that the City must commit those park in-lieu fees collected in developing park or recreational facilities either within five (5) years of collection or upon issuance of building permits for half of the lots created, whichever is later. If such fees are not committed within that time frame, then the fees “...shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total of all lots within the subdivision.” In simpler terms, any uncommitted fees collected must be divided in proportion to the size of individual lots within the subdivision and paid to the property owners of those lots. It would be prudent to outline the intended

commitment of these funds in the development agreement between the City and Applicant.

**CEQA:**

The Environmental Impact Report (EIR) for the overall South of Tioga project was approved and certified as complete and adequate (including responses to comments) on June 5, 2018; which satisfies the CEQA review for the South of Tioga Project. In regards to the park in-lieu fee, the determination, application, and acceptance of fees, as established by SCMC Chapter 17.68, will not have a direct or reasonable indirect physical change upon the environment, and is therefore not subject to CEQA. Additionally, under Article 18 of CEQA (California Environmental Quality Act), for Statutory Exemptions, CEQA guideline section 15273 states that “*CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies...*”.

**CONCLUSION / DIRECTION**

Staff is seeking Council direction as to whether the private recreational areas of the Project, specifically the inner courtyards of Parcels R1 and R2, are to be considered as credit against the parkland in-lieu fee amount. As set forth in this report, this decision lies entirely within the City Council’s discretionary power. This concludes staff’s report.

**EXHIBITS:**

- A. Sand City Municipal Code Chapter 17.68
- B. Excerpt of Final Map illustrating Parcels R1 & R2 park easements
- C. Draft Parkland In-Lieu Fee calculations
  - 1. With courtyards counted as credit
  - 2. With courtyards not counted as credit

## Chapter 17.68

### PARK DEDICATIONS

#### Sections:

- 17.68.010** Generally.
- 17.68.020** Requirements.
- 17.68.030** Dedication and Fee Schedule.

#### **17.68.010** Generally.

This chapter is enacted pursuant to the authority granted by Article 3 of Chapter 4, Gov. Code 66475 et seq. of the Map Act. The park and recreational facilities, for which dedication of land and/or payment of a fee is required by this title, are in accordance with the open space element of the general plan, adopted by the City on July 15, 1980, and amended on January 17, 1984, and the local coastal land use plan, certified December 1982. (Ord. 84-5 §1)

#### **17.68.020** Requirements.

As a condition of approval of a final subdivision map or parcel map, the subdivider shall dedicate land, pay a fee in lieu thereof, or both, at the option of the City, for park or recreational purposes, at the time and according to the standards and formula contained in this section. The land, fees, or combinations thereof, are to be used only for the purpose of providing park or recreational facilities to serve the subdivision. Usable open space shall be composed of land that offers natural advantages for the type of facilities proposed to serve the area. Except in the case of condominium conversions, which shall be exempt from dedication requirements, the subdivider shall provide one of the following:

A. Dedication or grant of easement of all lands to be provided for usable open space;

B. The dedication of any portion of proposed usable open space lying within the boundaries of the subdivision, plus a fee to fulfill the requirements of this section as herein described;

C. A fee in lieu of such dedication shall be required, when no portion of the proposed usable open space is planned to be located within the limits of the subdivision;

D. Only the payment of a fee may be required in the case of a subdivision of fifty (50) or fewer parcels;

E. The reservation of permanently maintained private open spaces which meet the requirements of this section. (Ord. 84-5 §2)

#### **17.68.030** Dedication and Fee Schedule.

A. The subdivider shall dedicate usable open space, grant an easement, or pay a fee in lieu of such dedication or grant of easement, as specified by the City in conformance with an adopted fee schedule ordinance.

B. The fee schedule and dedication/easement requirements shall be based upon the following:

1. Minimum standard of at least one hundred thirty (130) square feet of park land per person;

2. Habitat areas are not considered as park land dedications;

3. Sandy beach dedication/easement available to the general public account for no more than seventy-five percent (75%) of park land dedication requirement;

4. In-lieu fees to be based on current fair market value of land and development costs in areas where park facilities are planned. The land, fees or combinations thereof are to be used only for the purpose of providing park and recreational facilities which will serve residents of the development and the local community, except for private park dedication for project residents.

C. Park dedication fees shall be applied as follows:

1. A minimum dedication of one hundred thirty (130) square feet of land per person in the subdivision and/or an in-lieu fee consistent with subsection (B)(4) of this section;

2. The land, fees, or combination thereof are to be used only for the purpose of developing new or rehabilitating existing park or recreational facilities to serve the subdivision and the local community;

3. The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision;

4. The land or fees conveyed or paid to the City shall be scheduled specifying how, when and where it will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision. Any fees collected under this chapter shall be committed within five (5) years after the payment of such fees or the issuance of building permits on one-half (1/2) of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision;

5. Only the payment of fees may be required in subdivisions containing fifty (50) parcels or less;

6. Subdivisions containing less than five (5) parcels and not used for residential purposes shall be exempted from the requirements of this chapter; provided, however, that a condition may be placed on the approval of such parcel map that if a building permit is requested for construction of a residential structure or structures on one (1) or more of the parcels within four (4) years the fee may be required to be paid by the owner

of each such parcel as a condition to the issuance of such permit;

7. If the subdivider provides park and recreational improvements to the dedicated land, the value of the improvements together with any equipment located thereon shall be a credit against the payment of fees or dedication of land required by this chapter;

8. Land or fees required under this section shall be conveyed or paid directly to the City, which provides park and recreational services on a community-wide level and to the area within which the proposed development will be located, if such agency elects to accept the land or fee. The local agency accepting such land or funds shall develop the land or use the funds in the manner provided in this chapter;

9. In the event park and recreational services and facilities are provided by a public agency other than the City, the amount and location of land to be dedicated or fees to be paid shall, subject to this chapter, be jointly determined by the City having jurisdiction and such public agency;

10. The provisions of this chapter do not apply to commercial or industrial subdivisions; nor do they apply to condominium projects or stock cooperatives which consist of the subdivision of airspace in an existing apartment building which is more than five (5) years old when no new dwelling units are added;

11. Planned developments and real estate developments, as defined in Sections 11003 and 11003.1, respectively, of the Business and Professions Code, shall be eligible to receive a credit, as determined by the City, against the amount of land required to be dedicated, or the amount of the fee imposed, pursuant to the ordinance codified in this chapter, for the value of private open space within the development which is usable for active recreational uses. (Ord. 84-5 §3)

# South of Tioga Sand City - Quimby Act

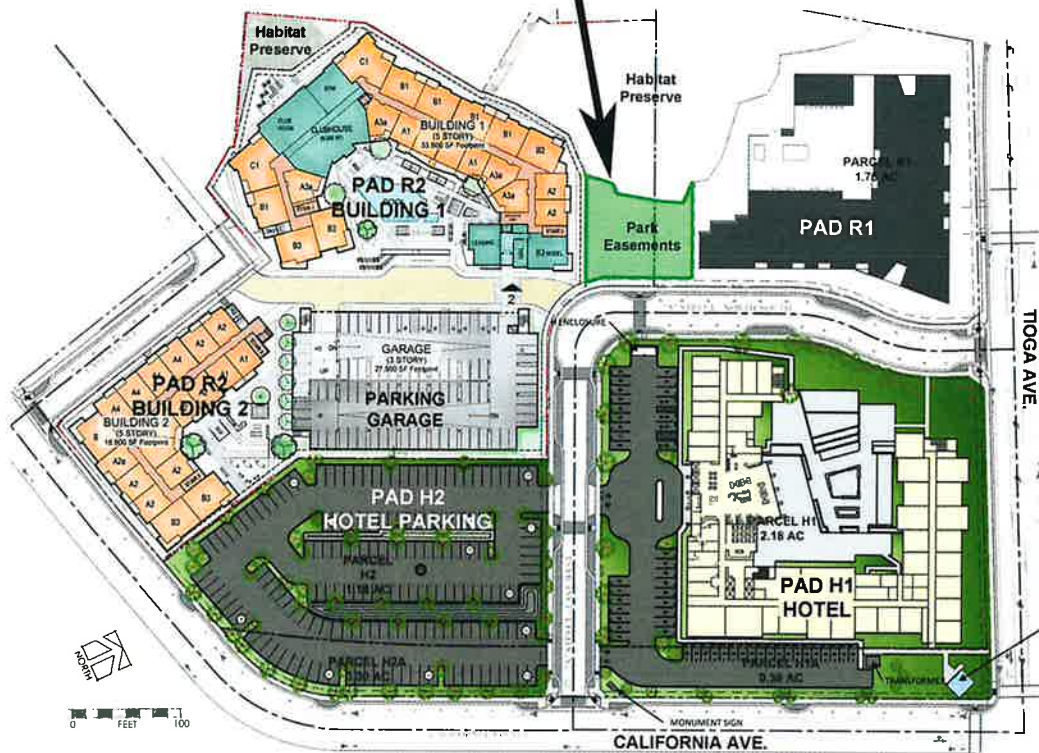
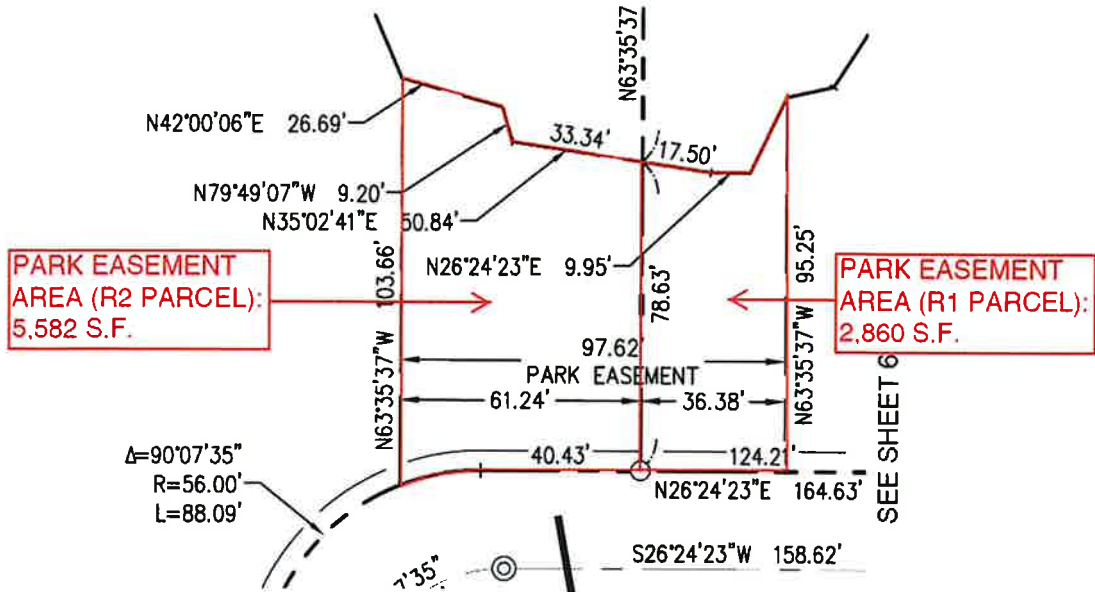
2019-03-20

## R1/R2 Park Easement Area

R1 Easement Area: 2,860 s.f.

R2 Easement Area: 5,582 s.f.

Total Easement Area: 8,442 s.f.



South of Tioga Project Area

# SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

## PARK AREAS AND LAND VALUATIONS

**PARKLETS:**

Park Area <sup>3</sup>	sq.ft.	Monetary Value <sup>1</sup>
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
<b>Total Parklet Area</b>	<b>0</b>	<b>\$231,000.00</b>

**PARCEL R1:**

Park Area <sup>4</sup>	sq.ft.	Monetary Value
Park Easement	2,860	\$165,222.20
Courtyard	11,468	\$662,506.36
<b>Total R1 Park Area</b>	<b>14,328</b>	<b>\$827,728.56</b>

**PARCEL R2:**

Park Area <sup>2</sup>	sq.ft.	Monetary Value
Park Easement	5,582	\$322,472.14
Bldg. 1 Courtyard	11,500	\$664,355.00
Bldg. 2 Courtyard	9,300	\$537,261.00
<b>Total R2 Park Area</b>	<b>26,382</b>	<b>\$1,524,088.14</b>

**Total sq.ft. Provided                    40,710**

**Total Park Value                        \$2,582,816.70**

Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$57.77	2.27	130	356

**FEE CALCULATION:**

Number of residents:	808
Sq.Ft. Req'd for Park <sup>6</sup> :	105,040
Acres Req'd for Park:	2.41
<b>Parkland Fee<sup>7</sup>:</b>	<b>\$6,068,160.80</b>

**DEDUCTIONS:**

Value of land dedicated:	\$2,351,816.70
Value of improvements <sup>8</sup> :	\$231,000.00
<b>Total of Deductions:</b>	<b>\$2,582,816.70</b>

**TOTAL FEE DUE<sup>7</sup>:                        \$3,485,344.10**

NOTES:
1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
3 Parklet locations based upon submitted draft public improvement plans.
4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
5 Land Value Factor based upon recent 'Lang Parcel' appraisal by taking the \$260,000 valuation and dividing by the land area of 4,500 square feet (50ft wide x 90ft deep).
6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12) 808 persons x 130 sf/person = 105,040sf (2.41ac.)
7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)

**Courtyards as a Credit to fee**

**EXHIBIT C.1**



# SOUTH OF TIOGA PARK LAND FEE CALCULATIONS

## PARK AREAS AND LAND VALUATIONS

**PARKLETS:**

Park Area <sup>3</sup>	sq.ft.	Monetary Value <sup>1</sup>
1 (Parcel H1 side)	n/a	\$54,000.00
2 (Parcel H2/R2 side)	n/a	\$48,000.00
3 (Parcel H1 side)	n/a	\$60,000.00
4 (Parcel R1 side)	n/a	\$69,000.00
<b>Total Parklet Area</b>	<b>0</b>	<b>\$231,000.00</b>

**PARCEL R1:**

Park Area <sup>4</sup>	sq.ft.	Monetary Value
Park Easement	2,860	\$165,222.20
Courtyard <sup>9</sup>	0	\$0.00
<b>Total R1 Park Area</b>	<b>2,860</b>	<b>\$165,222.20</b>

**PARCEL R2:**

Park Area <sup>2</sup>	sq.ft.	Monetary Value
Park Easement	5,582	\$322,472.14
Bldg. 1 Courtyard <sup>9</sup>	0	\$0.00
Bldg. 2 Courtyard <sup>9</sup>	0	\$0.00
<b>Total R2 Park Area</b>	<b>5,582</b>	<b>\$322,472.14</b>

<b>Total sq.ft. Provided</b>	<b>8,442</b>
<b>Total Park Value</b>	<b>\$718,694.34</b>

Land Value Factor <sup>5</sup> (\$/sf.)	# OF PERSONS PER D.U.	# OF PARK SQ.FT PER PERSON	# OF PROPOSED D.U.
\$57.77	2.27	130	356

**FEE CALCULATION:**

Number of residents:	808
Sq.Ft. Req'd for Park <sup>6</sup> :	105,040
Acres Req'd for Park:	2.41
<b>Parkland Fee<sup>7</sup>:</b>	<b>\$6,068,160.80</b>

**DEDUCTIONS:**

Value of land dedicated:	\$487,694.34
Value of improvements <sup>8</sup> :	\$231,000.00
<b>Total of Deductions:</b>	<b>\$718,694.34</b>

<b>TOTAL FEE DUE<sup>7</sup>:</b>	<b>\$5,349,466.46</b>
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- NOTES:**
- 1 Monetary value for Parklets are based on improvement costs and not the square footage of parklet areas.
  - 2 Parcel R2 sq.ft. based upon R2 entitlement review plans & developer. Park Easement sq.ft. provided by DBO.
  - 3 Parklet locations based upon submitted draft public improvement plans.
  - 4 Parcel R1 sq.ft. of 'park easement' provided by DBO. Other land areas are estimates as final site land areas are estimates as final site design are not available at time of calculating fees.
  - 5 Land Value Factor based upon recent 'Lang Parcel' appraisal by taking the \$260,000 valuation and dividing by the land area of 4,500 square feet (50ft wide x 90ft deep).
  - 6 Park Area Calculation: 2.27 persons/du x356 = 808 persons (rounded down from 808.12)  
808 persons x 130 sf/person = 105,040sf (2.41ac.)
  - 7 Payment to City of Sand City (SCMC section 17.68.030.C.8)
  - 8 If subdivider provides improvements to dedicated land, value of improvements & equipment is a credit against the payment of fees or land dedication (SCMC section 17.68.030.C.7)
  - 9 Courtyard areas are not credited towards the parkland in-lieu fee.

**Courtyards are NOT a credit**



**AGENDA ITEM**

**11E**



**CONFIRMATION OF FUTURE DATES  
FOR 2020 SAND CITY EVENTS**

**Mayor's Luncheon**

**Friday, February 7, 2020**

**City Barbeque**

**Saturday, May 30, 2020**

**West End Celebration**

**Friday, August 21, 2020 – Kick off Concert**

**Saturday, August 22, 2020**

**Sunday, August 23, 2020**

**Tree Lighting Ceremony**

**Friday, December 4, 2020**

**Annual Awards Banquet**

**Friday, December 18, 2020**

# The Curtis Gallery Open House and Ribbon Cutting

**Name:**The Curtis Gallery Open House and Ribbon Cutting

**THE CURTIS GALLERY**

**Location:**  
451 Washington St  
Monterey, CA 93940

**Date:**January 23, 2020

**Fees/Admission:**  
Free

**Time:**5:00 PM - 7:00 PM PST

## Set a Reminder:

**Website:**The Curtis Gallery  
[<https://curtisgallery.com/>]

Enter your email address below to receive a reminder message.

## Event Description:

Join us at our open house to celebrate the opening of The Curtis Gallery. We will have champagne, wine and small bites.

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

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243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – [info@montereychamber.com](mailto:info@montereychamber.com)

# Annual Membership Luncheon

**Name:**Annual Membership Luncheon

**Date:**January 28, 2020

**Time:**11:30 AM - 1:30 PM PST

[Register Now](#)



## Event Sponsors:



Montage Health

## Location:

The Inn at Spanish Bay Pebble Beach

## Date/Time Information:

Tuesday, January 28, 2020  
11:30am - 1:30pm

## Fees/Admission:

Prospective Members - \$75  
Existing Members - \$60

## Set a Reminder:

Enter your email address below to receive a reminder message.

▾

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

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FISHERMAN'S WHARF ASSOCIATION PRESENTS THE 10TH ANNUAL

# WHALEFEST *Monterey* 2020

SATURDAY & SUNDAY | JANUARY 25 & 26

10AM TO 5PM | OLD FISHERMAN'S WHARF

CUSTOM HOUSE PLAZA-MONTEREY STATE HISTORIC PARK

Monterey Bay Whale Watching Capital of the World

ENJOY AND EXPERIENCE A WIDE ARRAY OF OCEAN-RELATED ACTIVITIES

**FUN AND EDUCATION FOR THE WHOLE FAMILY!**

- World Renowned Scientists
- Marine-Oriented Documentaries
- Humboldt Squid Dissection
- Whale Entanglement Team (WET) Demo
- Demonstrations from Marine Organizations
- Whale Watch, Fish or Sail (for a fee)
- Research Vessel Tours
- "Dee" Walk thru Humpback Whale Display
- Street & Beach Clean Ups
- Live Musical Entertainment
- Coast Guard Boat Display
- Historic Walking Tours
- 30-foot Humpback Skeleton



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Protect Our Beautiful Monterey Bay National Marine Sanctuary

Join us for our 2021 Whalefest on January 30 & 31, 2021

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Educate  
Explore  
Empower**



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# Destination 831 Come "Get Live" Mixer

**Name:** Destination  
831 Come "Get Live"  
Mixer

**Date:** January 30,  
2020

**Time:** 5:30 PM - 7:30  
PM PST

[Register Now](#)



**Location:**  
613 Ortiz Avenue, Sand City,  
CA

**Date/Time Information:**  
January 30, 2020  
5:30pm - 7:30pm

**Fees/Admission:**  
\$10 Members  
\$20 Non-Members

## Event Description:

Destination 831 is a Social Media Marketing Firm and Live Streaming Business in Monterey County, Santa Cruz County & San Benito County. We love our Central California Area and love showcasing businesses, services and events going on in our area with our locals and tourists.

Live Music, Small Bites, Local Libations and Raffle Prize.

## Set a Reminder:

Enter your email address below to receive a reminder message.

▾

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

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