



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, APRIL 21, 2020

5:30 P.M.

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

Regular Meeting - April 21, 2020
5:30 P.M.

As allowed per the State of California Governor's Executive Order N-29-20, this meeting will be conducted by telephone. Members of the public may call in to:

Dial-in number: (425) 436-6361

Access code: 549824

How to Submit Public Comments:

Written: All comments received before 8:00 am the day of the meeting will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to aaron@sandcityca.org.

Read Aloud During the Meeting: Email your comments to aaron@sandcityca.org when the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write "Read Aloud at Meeting" at the top of the email and your comments will be read into the record (not to exceed three minutes at staff's cadence).

1. **ROLL CALL**
2. **ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**
3. **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.

If you need assistance, please advise the City Clerk in advance as to which item you would like to comment on and the City will assist you with arrangements.

4. **CONSENT CALENDAR**
 - A. Approval of March 17, 2020 Sand City Council Meeting Minutes (this item continued from the April 7, 2020 City Council meeting)
 - B Approval of April 7, 2020 Sand City Council Meeting Minutes
 - C Approval of City RESOLUTION of the City Council of the City of Sand City

Approving Amendment #1 to the City Surveying Service Agreement with Polaris Consulting to include an additional \$29,250 to the Original Agreement for Fiscal Year 2019-2020 to Support the Calabrese Park Improvement Project and to Continue to Provide City Surveying Services

- D. Acceptance of Sand City Sales Tax Update Fourth Quarter Sales (October – December 2019 (information only)
- E. Acceptance of HdL Companies California Forecast Sales Tax Trends and Economic Drivers, April 2020 (information only)

5. PUBLIC HEARING

- A. Consideration of City RESOLUTION of the City Council of the City of Sand City Extending the Expiration Date of the Vesting Tentative Map for the South of Tioga Project

6. OLD BUSINESS

- A. Approval of City RESOLUTION Ratifying an Amended Version of the Order of the Director of Emergency Services of the City of Sand City imposing Substantive Limits on Evictions (this item continued from the April 7, 2020 City Council meeting)

7. NEW BUSINESS

- A. Discussion of New Sand City Public Art Policy
- B. Comments by Council Members on Meetings and Items of interest to Sand City
- C. Upcoming Meetings/Events

8. CLOSED SESSION

- A. City Council/Successor Agency Board to adjourn to Closed Session regarding:
 - 1) Conference with labor negotiator pursuant to California Government Code Section 54957.6. Agency designated representatives: Donna Williamson/ Vibeke Norgaard, City Attorney
Employee Organization: Sand City Police Officers Association (POA)
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Cal. Gov Code section 54957.1.

9. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, May 5, 2020
5:30 P.M.
Telephonic meeting:
Dial-in number: (425) 436-6361
Access code: 549824

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

The current Sand City agenda is available in PDF format on our website at:

www.sandcity.org/agenda

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 222, or give your written request to the City Clerk at One Pendergrass Way, Sand City, CA 93955 at least 12 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation

AGENDA ITEM

4A

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

Regular Meeting – March 17, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, One Pendergrass Way, Sand City, CA 93955

Mayor Carbone opened the meeting at 5:31 PM.

The Pledge of Allegiance was led by Chief Ferrante.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder (*excused absence*)
Council Member Hawthorne (*excused absence*)
Council Member Sofer (via teleconference)
Council Member Cruz

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief

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

Motion to Declare a State of Emergency Due to the Spread of a Severe Respiratory Illness Caused by a Coronavirus (COVID-19) was made by Council Member Cruz, seconded by Council Member Sofer. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion carried.

Motion to add **Urgency Item 9A City Resolution** of the City Council of Sand City Ratifying the Proclamation of Emergency by the City Manager Due to the Spread of a Severe Respiratory Illness Caused by a Coronavirus (COVID-19) to the agenda for immediate action was made by Council Member Sofer, seconded by Council Member Cruz. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion carried.

Aaron Blair, City Manager, gave an update on his efforts to stay informed and spread information on the growing pandemic via the City's website and social media accounts. City Hall will remain closed to the public for the duration of the shelter in place order. All departments will continue to function.

Chief Ferrante, spoke on the precautions taken by the police department, which are in alignment with recommendations by the Center for Disease Control.

AGENDA ITEM 5 PUBLIC COMMENT

5:46 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing, or through telecommunications.

5:48 P.M. Floor closed to Public Comment.

AGENDA ITEM 6 CONSENT CALENDAR

- A. There was no discussion of March 3, 2020 City Council Meeting Minutes
- B. There was no discussion of City **Resolution** Designating the Week of April 19 through April 25, 2020 as National Crime Victims' Rights Week
- C. There was no discussion of City **Resolution** Appointing Connie Horca as Acting City Clerk
- D. There was no discussion of City **Resolution** Honoring Linda K. Scholink for 30 years of Service to the City of Sand City and Successor Agency to the Former Redevelopment Agency
- E. There was no discussion of Appointment of Councilmember Kim Cruz to the Budget/ Personnel Committee to Temporarily Substitute for Councilmember Jerry Blackwelder

Motion to approve the Consent Calendar items was made by Council Member Cruz, seconded by Council Member Sofer. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. 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 PRESENTATIONS

- A. **Monterey One Water – Paul Sciuto, General Manager**

The presentation by Monterey One Water was postponed to an undetermined date.

AGENDA ITEM 9 NEW BUSINESS

- A. Urgency Item. The following item was added pursuant to the Brown Act, Gov. Code section 54954.2(b)(2).**

RESOLUTION of the City Council of Sand City Ratifying the Proclamation of Emergency by the City Manager Due to the Spread of a Severe Respiratory Illness Caused by a Coronavirus (COVID-19)

Aaron Blair, City Manager and Disaster Council Chair Person, presented the staff report, proclamation, and resolution.

5:52 P.M. Floor opened for Public Comment

There were no comments from the public.

5:53 P.M. Floor closed to Public Comment

Motion to approve the **Resolution** of the City Council of Sand City Ratifying the Proclamation of Emergency by the City Manager Due to the Spread of a Severe Respiratory Illness Caused by a Coronavirus (COVID-19) was made by Council Member Cruz, seconded by Council Member Sofer. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion carried.

- B. Consideration of Successor Agency RESOLUTION Authorizing the Executive Director to Execute a Second Amendment to Agreement Regarding Affordable Housing**

City Attorney, **Vibeke Norgaard**, presented the staff report and resolution, explaining the history of the affordable units within the Independent Building.

6:04 P.M. Floor opened for Public Comment

There were no comments from the public.

6:05 P.M. Floor closed to Public Comment

City Council approved the elements of the Agreement and gave the City Attorney direction to investigate bringing the resolution to the Successor Agency Oversight Board.

- C. Consideration of City RESOLUTION Updating Officers Assigned to the Investment of Sand City Monies in Local Agency Investment Fund**

(LAIF)

Aaron Blair, City Manager, presented the staff report and resolution.

6:08 P.M. Floor opened for Public Comment

There were no comments from the public.

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

Motion to approve the City **Resolution** Updating Officers Assigned to the Investment of Sand City Monies in Local Agency Investment Fund (LAIF) was made by Council Member Carbone, seconded by Council Member Cruz. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion carried.

D. Discussion of Accepting a Donation to the City

Mr. Blair presented the staff report on the donation of seven, locally-produced sculptures.

6:16 P.M. Floor opened for Public Comment

There were no comments from the public.

6:17 P.M. Floor closed to Public Comment

The City Council directed the City Manager to execute an agreement for the donation of art and any related paperwork.

Motion to accept the donation to the City was made by Council Member Sofer, seconded by Council Member Cruz. AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion carried.

E. Comments by Council Members on Meetings and Items of Interest to Sand City

Council Member Sofer reminded those present that all City events and City Council attended events have been cancelled.

The City Council directed the City Manager to look into the process for cancelling the West End Celebration scheduled for August.

F. Upcoming Meetings/Events

AGENDA ITEM 10 ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Cruz, seconded by Council Member Sofer. There was consensus of the City Council to adjourn the meeting at 6:26 PM to the next regularly scheduled City Council meeting on Tuesday, April 7, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk

AGENDA ITEM

4B

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

Regular Meeting - April 7, 2020
5:30 P.M.

As allowed per the State of California Governor's Executive Order N-29-20, this meeting was conducted by teleconference.

Mayor Carbone opened the meeting at 5:31 P.M.

The following members of the Council and Staff attended the meeting via Zoom teleconference.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder (excused absence)
Council Member Hawthorne
Council Member Sofer
Council Member Cruz

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief

Guest: Donna Williamson, Legal Counsel

AGENDA ITEM 2, ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

The Mayor announced that her Mayor's monthly report will be available at a future date. She also requested that the Council consider moving Closed Session Agenda Item 6A(1) follow Agenda Item 3, the Public Comment period due to the availability of Legal Counsel Donna Williamson.

Motion to move Closed Session **Agenda Item 6A(1)** Conference with labor negotiator pursuant to California Government Code Section 54957.6. Agency designated representatives: Donna Williamson/Vibeke Norgaard, City Attorney; Employee Organization: Sand City Police Officers Association (POA) to follow Agenda Item 3, was made by Council Member Hawthorne, seconded by Council Member Cruz. AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion Carried.

AGENDA ITEM 3, PUBLIC COMMENT

5:36 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

5:36 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CLOSED SESSION

5:37 P.M.

A. The City Council/Successor Agency Board adjourned to Closed Session regarding:

- 1) **Conference with labor negotiator pursuant to California Government Code Section 54957.6. Agency designated representatives: Donna Williamson/ Vibeke Norgaard, City Attorney
Employee Organization: Sand City Police Officers Association (POA)**

6:26 P.M.

B. The City Council/Successor Agency Board re-adjourned to Open Session to report any action taken at the conclusion of Closed Session in accordance with Cal. Gov Code section 54957.1.

The City Council received an update regarding Agenda Item 6A(1) labor negotiations. Legal Counsel received direction from the City Council.

AGENDA ITEM 4, CONSENT CALENDAR

- A. Approval of the March 17, 2020 Sand City Council Meeting Minutes.**
(This item will be moved to the April 21, 2020 Sand City Council Meeting Minutes, as no action was taken).

AGENDA ITEM 5, NEW BUSINESS

- A. DISCUSSION Ratifying the Order of the Director of Emergency Services of the City of Sand City imposing substantive limits on residential and commercial evictions, issued on March 23, 2020**

City Attorney Norgaard provided the background of the Governor's orders, the moratorium, and new orders regarding evictions. Following Council discussion regarding the ratification of the Order of the Director of Emergency Services of the City of Sand City imposing substantive limits on residential and commercial evictions, issued on March 23, 2020, the Council directed Staff to amend the resolution to add language regarding the judicial council order, and to exclude commercial tenants. The City Attorney recommended that the resolution be amended and that the Council consider the item at a future Special City Council meeting.

6:46 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:46 P.M. Floor closed to Public Comment.

Motion to continue the **Resolution** of the City Council of Sand City Ratifying the Order of the Director of Emergency Services of the City of Sand City Imposing Substantive Limits on Residential and Commercial Evictions with amendments to a Special Council meeting to be determined was made by Council Member Hawthorne, seconded by Council Member Sofer. AYES: Council Members Carbone, Cruz, Sofer, Hawthorne. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion carried.

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

Council Member Sofer commented that many things have been cancelled, and thanked Staff for their hard work and flexibility during this time.

Mayor Carbone added that several agency meetings have been conducted electronically via Zoom.

C. Upcoming Meetings/Events

The Mayor announced that the City Barbeque is still pending.

Council Member Cruz inquired on the West End Celebration scheduled for August, and the Council discussed the dates for the event. There has been no action regarding postponement of the event to a future date. Staff is waiting to hear back from the WEC coordinator.

City Manager Blair reported that Staff has been adapting and remaining flexible with their hours as they continue to remain in compliance with the Governor's orders. Staff will provide a draft of the Fiscal Year 20-21 budget for review and a Budget/Personnel Committee meeting will be scheduled in the near future to review next fiscal year's budget.

City Attorney Norgaard mentioned that the response letter was sent to the Coastal Commission and reported on the South of Tioga Development. She encouraged the Council to contact her if they had any questions regarding the Governor's Orders.

AGENDA ITEM 7, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Sofer, seconded by Council Member Hawthorne. There was consensus of the City Council to adjourn the meeting at 6:58 PM to the next regularly scheduled City Council meeting on Tuesday, April 21, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk

AGENDA ITEM

4C

STAFF REPORT

DATE: April 16, 2020 **Agenda Item: 4.C.**
(for City Council action on April 21, 2020)

TO: Honorable Mayor and City Council Members

FROM: Leon Gomez, City Engineer

SUBJECT: **Amendment #1 to the City Surveying Service Agreement for Fiscal Year 2019-2020**

RECOMMENDATION

That the City Council of the City of Sand City approve and adopt the resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING AMENDMENT #1 TO THE CITY SURVEYING SERVICE AGREEMENT WITH POLARIS CONSULTING TO INCLUDE AN ADDITIONAL \$29,250 TO THE ORIGINAL AGREEMENT FOR FISCAL YEAR 2019-2020 TO SUPPORT THE CALABRESE PARK IMPROVEMENT PROJECT AND TO CONTINUE TO PROVIDE CITY SURVEYING SERVICES

BACKGROUND

Polaris Consulting is a local land surveying firm that has been providing professional land surveying and mapping services to the City since 1999. Ms. Lynn Kovach, Principal with Polaris, is a California Licensed Professional Land Surveyor. Since 1999, Ms. Kovach has provided a high level of professional land surveying and mapping services to the City.

In 2017, the City Council of the City of Sand City (City) entered into a separate agreement with Polaris Consulting (Polaris) for contract city surveying services. Prior to establishing this agreement, Polaris had been a sub-consultant to the former contract City Engineer. In 2018, the City authorized another agreement with Polaris to continue contract city surveying services. Most recently, in July 2019, the City approved and adopted Resolution SC-19-43 authorizing a City Surveying Services Agreement with Polaris in the amount of \$10,000 for Fiscal Year 2019-2020, as shown in Resolution **Exhibit A**.

In her role as City Surveyor, Ms. Kovach has provided a diverse range of services to the City including; topographic surveying and mapping, review of tentative and final maps, proposed lot line adjustments and lot mergers, review of easements, legal descriptions, and title reports. Most recently, Ms. Kovach has provided the review of the final map and related mapping documentation for the South of Tioga development project.

REVIEW AND ANALYSIS

Calabrese Park Improvement Project (IP)

In 2019, the City received Community Development Block Grant (CDBG) funding in the amount of \$60,000 through Monterey County to support the Calabrese Park Improvement Project (IP). The Calabrese Park IP involves the construction of parking, curb, gutter, sidewalk, and hardscape improvements to provide improved ADA and pedestrian access to the park. Based on a conceptual design of the park improvements prepared by the former City Engineer, the engineer's estimate of probable construction cost for the project is approximately \$120,000. Therefore, any project costs beyond the CDBG grant funding will be covered by the City's general fund.

In order to support the project design, additional topographic surveying and mapping services are required. Polaris has submitted a scope of work and fee proposal to perform a Site Plan Survey for Calabrese Park in the amount of \$15,550 as shown in Resolution **Exhibit B**. The limits of park survey and mapping are shown in Resolution **Exhibit C**.

Ongoing City Surveying Services

Beyond the Calabrese Park IP, the City continues to need City Surveying services through the remainder of fiscal year 2019-2020 in order to support ongoing projects such as the South of Tioga development, the Independent Phase 2 project, review of lot line adjustments and lot mergers, and other tasks.

ENVIRONMENTAL (CEQA) CLEARANCE

Initiation, renewal, and/or time extension of a service contract does not qualify as a "project" as defined by section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines; and as such, such activity is not subject to CEQA in accordance with CEQA Guideline section 15060(c)(3). Furthermore, said action/activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is therefore also not subject to CEQA in accordance with CEQA Guidelines section 15060(c)(2).

FISCAL IMPACT

The amendment as proposed will require an expenditure of \$29,250 as follows:

\$11,700	Current charges to date
\$15,550	Fee proposal to perform a site survey of Calabrese Park
\$12,000	Remaining City Surveying services for FY 2019-2020
\$39,250	Subtotal
<u>-\$10,000</u>	<u>Existing FY 2019-2020 contract total</u>
\$29,250	Total Amendment #1 request

ATTACHMENTS:

1. Resolution
2. Exhibit A – Resolution 19-43 and City Surveying Services Agreement for FY 19-20
3. Exhibit B – Proposal to perform a site plan survey for Calabrese Park
4. Exhibit C – Limit of Park Survey

**CITY OF SAND CITY
RESOLUTION SC _____, 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
AMENDMENT #1 TO THE CITY SURVEYING SERVICE AGREEMENT WITH POLARIS
CONSULTING TO INCLUDE AN ADDITIONAL \$29,250 TO THE ORIGINAL AGREEMENT
FOR FISCAL YEAR 2019-2020 TO SUPPORT THE CALABRESE PARK IMPROVEMENT
PROJECT AND TO CONTINUE TO PROVIDE CITY SURVEYING SERVICES**

WHEREAS, Polaris Consulting, a land surveying firm has been providing high quality, professional land surveying services to the City of Sand City since 1999; and

WHEREAS, Ms. Lynn Kovach, Principal, is a California Licensed Land Surveyor and is qualified to provide City Surveying services; and

WHEREAS, in July 2019, the City approved and adopted Resolution SC 19-43 authorizing a City Surveying Services Agreement with Polaris in the amount of \$10,000 for fiscal year 2019-2020, attached as Exhibit A; and

WHEREAS, land surveying and mapping services are required to support the design of the Calabrese Park Improvement Project; and

WHEREAS, Polaris has prepared a scope of work and fee proposal to perform a Site Plan Survey for the Calabrese Park Improvement Project which is attached as Exhibit A and the limits of the survey are shown in Exhibit B; and

WHEREAS, there is a need for the City to receive additional and ongoing City Surveying services in order to support various projects through the remainder of fiscal year 2019-2020

WHEREAS, the initiation, renewal, and/or time extension of a service contract does not qualify as a "project" as defined by section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines; and as such, such activity is not subject to CEQA in accordance with CEQA Guideline section 15060(c)(3). Furthermore, said action/activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is therefore also not subject to CEQA in accordance with CEQA Guidelines section 15060(c)(2).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City approves Amendment #1 to the City Surveying Service Agreement with Polaris Consulting to include an additional \$29,250 for fiscal year 2019-2020 to support the Calabrese Park Improvement Project and to continue to provide City Surveying services.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 21st day of April, 2020 by the following votes:

AYES: Council Members

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

CITY OF SAND CITY

RESOLUTION SC 19-43, 2019**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
AUTHORIZING A CITY SURVEYING SERVICES AGREEMENT
WITH POLARIS CONSULTING**

WHEREAS, Polaris Consulting, a land surveying firm, has been providing satisfactory surveying services to the City of Sand City since 1999; and

WHEREAS, Ms. Lynn Kovach has adequately served as a professional licensed land surveyor under the direction of the City Engineer/Public Works Director since 1999 and is qualified to continue to provide surveying services to the City of Sand City; and

WHEREAS, the proposed City Surveying Service Agreement, attached as Exhibit A and incorporated herein by reference, with Polaris Consulting, is hereby found to be most appropriate to meet the needs of the City of Sand City and is hereby accepted; and

WHEREAS, the Scope of Work, attached as Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

WHEREAS, the Polaris Consulting Fee Schedule, attached as Exhibit C and incorporated herein by reference, is hereby accepted and approved with the understanding that this Fee Schedule may be updated periodically, subject to review and approval by the City Council of Sand City; and

WHEREAS, due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Surveying Services shall not exceed the amount of \$10,000 for the fiscal year, unless written authorization is provided by the City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City does hereby authorize the following:

1. The attached City Surveying Service Agreement (Exhibit A), Scope of Work (Exhibit B), and Fee Schedule (Exhibit C) are accepted and approved.
2. The Mayor and City Administrator are directed and authorized to execute the attached City Surveying Service Agreement in substantially the same form as the attached documents.
3. The term of the City Surveying Service Agreement will be for a twelve (12) month period beginning July 1, 2019 through June 30, 2020.
4. Polaris Consulting will maintain a current Sand City Business License throughout the term of the Service Agreement.

PASSED AND ADOPTED by the City Council of Sand City this 16th day of July, 2019,
by the following vote:

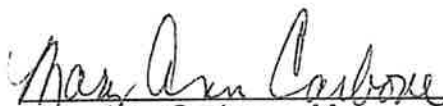
AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Linda K. Scholink, City Clerk

EXHIBIT A

CITY SURVEYING SERVICE AGREEMENT

This Agreement made this 16th day of July, 2019, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and POLARIS CONSULTING, PO Box 1378, Carmel Valley, CA 93924, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, CITY desires professional surveying services in the discipline of municipal public works; and

WHEREAS, CONSULTANT is willing to provide, and CITY is willing to accept the professional and technical services of CONSULTANT for this work.

NOW, THEREFORE, CITY and CONSULTANT further agree as follows:

A. GENERAL SCOPE OF SERVICES

CONSULTANT is to perform municipal land surveying services to CITY under the general direction of the City Administrator as described herein below, and as shown on Exhibit B.

B. DIVISION OF SURVEYOR'S WORK

Although the CONSULTANT (Polaris Consulting) will render land surveying services to the CITY, the CONSULTANT, and the CITY agrees that the day-to-day land surveying services (hereinafter "Daily Services") will be rendered exclusively by the firm of Polaris Consulting and that special projects (hereinafter "Special Projects") may require the additional services of a specialized firm other than Polaris Consulting. If, in the opinion of the CITY and the CONSULTANT, Polaris Consulting does not have the personnel or expertise to perform such special services, then the CITY and/or Polaris Consulting shall have the right to subcontract such services to such other firm as is acceptable to both the CITY and the CONSULTANT.

C. COMPENSATION FOR SERVICES

In consideration of the performance of service provided by this Agreement, CITY shall pay CONSULTANT an amount computed in accordance with Exhibit C - Fee Schedule, attached hereto and made a part of this Agreement. Due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Surveying Services shall not exceed the amount of \$10,000 for the fiscal year, unless written authorization is provided by the City Administrator.

CONSULTANT shall submit monthly statements of the services performed, which will be based upon daily individual and personnel classification time records.

D. TITLE TO DOCUMENTS

All surveys, maps, plans, legal descriptions, detailed drawings, calculations, memorandums, reports and other documents prepared by CONSULTANT in the performance of services pursuant to this Agreement shall be considered services and shall be the property of the CITY at such time as CITY has compensated CONSULTANT for services rendered in connection with which they were prepared. The CITY shall not use copies of site specific work in other

locations. The CITY may use copies of general, non-site specific maps and plans such as zoning maps and base maps.

E. TERM OF AGREEMENT

The term of the agreement will be for a twelve (12) month period beginning July 1, 2019 through June 30, 2020. 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.

F. NOTICES

Notices shall be addressed and sent to:

CITY:

City of Sand City
1 Sylvan Park
Sand City, CA 93955
Attn: City Administrator

CONSULTANT:

Polaris Consulting
PO Box 1378
Carmel Valley, CA 93924
Attn: Lynn A. Kovach, Principal Surveyor

G. SURVEYOR AS INDEPENDENT CONTRACTOR

It is hereby understood that CONSULTANT is an agent of the City, not an employee of the CITY; but is an independent contractor with full rights to manage its employees subject to all legal requirements. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. As part of this Service Agreement, it is agreed that Lynn A. Kovach shall be designated as "Contract City Surveyor" for City.

H. INDEMNIFICATION AND INSURANCE

1. CONSULTANT agrees to indemnify and hold the City, its officials, employees and agents, harmless from any cost, expense or liability incurred on account or assertion of a claim, suite, lien, or other cost against the CITY resulting from the direct actions or activities of CONSULTANT which are deemed to be negligent.
2. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the CONSULTANT, its agents and employees, performed in connection with this Agreement, including but not limited to premises and automobile.

CONSULTANT shall maintain the following limits:

General liability

- Combined single limit per occurrence.....\$1,000,000.00
- General Aggregate.....\$1,000,000.00
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)
- Automobile Liability

Combined Single Limit per Occurrence.....\$ 500,000.00
(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)

- Worker's Compensation.....Full Liability Coverage
- Professional Errors and Omissions.....\$ 500,000.00
- (CONSULTANT shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement).

3. All insurance companies with the exception of worker's compensation and professional errors and omissions affording coverage to the CONSULTANT shall be required to add the CITY, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy, and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the CITY or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
4. All insurance companies affording coverage to the CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
5. All insurance companies affording coverage shall provide thirty (30) day written notice mail to the City of Sand City should the policy be canceled or reduced in coverage below the limits required herein, before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
6. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY, concurrently with the submission of this Agreement. A statement of the insurance certificate, which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives", does not satisfy the requirements of subsection (5) herein. The CONSULTANT shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.
7. CONSULTANT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered default by CONSULTANT.
8. Maintenance of insurance by the CONSULTANT as specified in the agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

I. PROFESSIONAL STANDARDS

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional surveyors in the same area and performing the same type of work for the professional and technical soundness, accuracy, and adequacy of all surveys, drawings, maps, legal documents, and other work and materials furnished under this agreement.

J. LEGAL EXPENSES

In the event legal action is brought by CITY or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.

K. ASSIGNMENT

It is recognized by the parties that a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. This Agreement is personal to CONSULTANT and shall not be assigned by it without express written approval of CITY.

L. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State, and City laws and any rules or regulations promulgated there under.

M. NONDISCRIMINATION

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

N. CONFLICT OF INTEREST

CONSULTANT warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable State, local, or Federal law. In the event that any conflict of interest should nevertheless hereinafter arise, CONSULTANT shall promptly notify CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Government Code Section 8100 et.seq.) That applies to CONSULTANT as a result of CONSULTANT's performance of the work or services pursuant to the terms of this Agreement.

O. TERMINATION

This Agreement may be terminated by either party for any reason whatsoever upon thirty (30) days written notice. In the event that this Agreement is terminated by CITY for any reason, CITY is hereby expressly permitted to assume and complete the services imposed on CONSULTANT by this Agreement by any means, including but not limited to, an Agreement with another party.

Upon termination, CONSULTANT shall be entitled to payment of such amount as fairly compensates CONSULTANT for all work satisfactorily performed up to the date of termination based on hourly rates shown in Exhibit C, except that in the event of termination by CITY for

CONSULTANT's default, CITY shall deduct from the amount due CONSULTANT the total amount of additional expenses incurred by CITY as a result of such default. In the event that such additional expenses shall exceed amounts otherwise due and payable to CONSULTANT, CONSULTANT shall pay CITY the full amount of such expense.

In the event that this Agreement is terminated by CITY for any reason, CONSULTANT shall:

1. Upon written receipt of notice of such termination immediately cease all services, unless otherwise directed by CITY; and
2. Deliver to CITY all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement. Such material is to be delivered to CITY whether it is in completed form or is in process, and CITY may condition payment for services rendered to the date of termination upon CONSULTANT's delivery to the CITY of such material.

The rights and remedies of the parties provided by this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

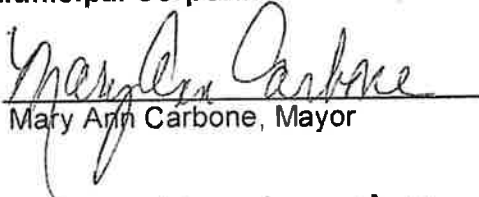
P. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted under the laws of the State of California. The CITY and the 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 take place in the Superior Court of the State of California in and for the County of Monterey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.


CITY OF SAND CITY

A Municipal Corporation

By: 
Mary Ann Carbone, Mayor

By: 
Linda K. Scholink, Acting City Manager

Lynn A. Kovach
DBA POLARIS CONSULTING

By: 
Lynn A. Kovach, Owner
Principal Surveyor

ATTEST:


Linda K. Scholink, City Clerk

EXHIBIT B

SCOPE OF WORK

Polaris Consulting proposes to provide the services generally described in this Scope of Work. To provide these services, Polaris will draw on the experience gained in working with other public agencies and private developers. When undertaking each work assignment, the project requirements will first be evaluated by the Principal Land Surveyor. The Principal Land Surveyor will determine how to accomplish the work and produce the required product efficiently. The work approach will be reviewed with the City Administrator before initiating the project assignment.

The scope of work for this contract will vary as need arises and will be at the discretion of the City. CONCSULTANT will provide surveying services for various projects at the request of City Staff or at the request of the City Engineer. Survey requests may be, but not limited to, topographic surveys, construction staking, property line surveys, easement surveys, and manhole invert surveys. Survey data may be provided directly to City Staff or to a separate design consultant. Construction staking requests may be needed within a 48-hour notification. Surveying may be needed in difficult terrain. The main categories of work will include:

Surveys

- Review Tentative Maps and Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
- Check subdivision and parcel maps for compliance with State Subdivisions Map Act requirements. Stamp & sign subdivision maps, parcel maps, lot line adjustments, and other documents as necessary, as City Surveyor.
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys for improvement projects
- Establish and adjust benchmarks
- Establish and monument street center lines
- Traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features
- Perform research and survey work related to property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Do all survey related and some engineering related computations and drawings using traditional methods and/or using computer methods currently available within the City
- Prepare and interpret deeds and descriptions
- Develop legal descriptions and plat maps
- Other survey-related tasks as necessary

G. Plan Checking (Public and Private Construction)

1. Participate in City's staff meetings, as requested, either in Sand City, or by telephone conference call.
2. Prepare reports to the City Administrator and City Council.
3. Coordinate with and assist the City's Planning Department, Public Works Department, other City Departments, and other contract consultants.
4. Assist in preparing Staff Reports and Ordinances for consideration by the City Administrator and City Council, as requested.

J. Sub-Consultants:

1. When the services of other consultants or experts are required, such as surveying, architectural, geotechnical, structural, electrical or other engineering and public works services, Polaris Consulting will obtain proposals for said work and arrange for these services on a sub-consultant basis, up to a maximum cost of \$20,000 with approval of the City Administrator. The fee for these services will be 5% based on the consultant's invoice.

If the sub-consultant costs exceed \$20,000, then approval of the City Council will be required or a separate contract arranged directly with the City.

K. Fee Schedule:

1. The attached Exhibit C - Fee Schedule will be used in the provision of the above land surveying services. These fees may be adjusted periodically based on the adjusted change of the Consumer Price Index and/or proposed new fee schedule as submitted by the Consultant. Any new fee schedule will be subject to review and approval by the City Council. Any specialized fee that is not listed on the attached Fee Schedule shall be subject to negotiation and agreement between the parties.

EXHIBIT C

POLARIS CONSULTING FEE SCHEDULE

City of Sand City – City Surveying Services
FY 2019/2020

**POLARIS
CONSULTING**

FEE SCHEDULE

Position/Title	Hourly Rate	
	2019 & 2020	
Principal/Owner	\$135.00	
Expert Witness (Court testimony, deposition, preparation time)	\$375.00	
Project Manager	\$130.00	
Project Surveyor	\$115.00	
Survey/GIS Technician	\$100.00	
CAD Technician	\$65.00	
Clerical	\$37.00	
Field Survey Crew (1 or 2 person)	\$230.00	
Field GPS Survey Crew (1 or 2 person)	\$230.00	
Fee increases in subsequent years will be 5%, unless otherwise agreed.		

Reimbursable Items to be Billed	Estimated Cost Bills	
	Total Cost	% of Markup calculated
Specialty printing	Actual cost /page	5%
Travel Reimbursables - Lodging, Gas, Meals (over 120 miles of travel)	Standard per diem rates	



Polaris Consulting

Professional Land Surveying Services

*P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564
E-mail: polarisconsulting@comcast.net*

March 26, 2020

Aaron Blair
City Manager
Sand City Hall
1 Pendergrass Way
Sand City, CA 93955

Via email: aaron@SandCityCA.org; leon.gomez@weareharris.com

Re: Site Plan Survey
Calabrese Park
Sand City
APN: 011-188-001

Dear Mr. Blair:

It is with pleasure that I respond to your request for a proposal to provide surveying services to perform a Site Plan Survey for the city property, APN 011-188-001, located at 1 Pendergrass Way, in Sand City, California.

We will provide the following services:

Boundary Survey

We will locate the boundary monuments for the parcel, as located previously during our survey of the same parcel. We will use those points to show the boundary of the parcel.

We will not set monuments at any missing parcel corners or set reference ties to any existing monuments as a part of this survey. Most of the points defining the boundary are in the center of the street, so if extensive street work is to be done; then a pre-construction corner record may be required.

Site Plan & Topographic Survey

We will field locate the site features and existing elevations on the parcel. We will prepare a Site Plan that shows the property to include the location of the existing street/driveway improvements, play structures, the existing building footprints and finished floor elevations, trees over 6" in diameter, visible utilities and the fences. We will provide surface elevations at the surrounding streets including centerline, lip of gutter, flow line, top of curb, back of walk, edge of pavement, taken to at least 10 feet beyond any curb returns, any grade breaks, hardscape such as walkways, wooden paths, stairs, etc., surface evident utilities (poles, lights, manholes, valves, cleanouts,

Aaron Blair
City Manager
Sand City Hall
1 Pendergrass Way
Sand City, CA 93955

March 24, 2020

Via email: aaron@SandCityCA.org; leon.gomez@weareharris.com

Re: Site Plan Survey
Calabrese Park
Sand City
APN: 011-188-001

vaults, meters, etc.), any through curb drains, the structures/buildings, trees over 6" in diameter, stairs, signs, striping, and elevations of the rims and inverts of any sewer and storm drain structures within the area(s) shown.

The Site Plan will show the boundary of the parcel, and the topographic features; including the street/driveway improvements, elevations and all visible utilities. It will be prepared in Civil 3D and electronic copies will be available for your consultants to use. We will provide the data on the NAVD 1988 elevation datum.

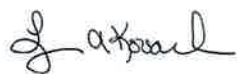
Fee - Park Area (shown in red outline) \$15,550.00

The above detailed scope of services is based on the assumption that the premises will be available for our access. This survey proposal does not include coordination with third parties, special title research, resolution and analysis of special boundary issues if sufficient property corners do not exist on the property, line points along the property lines, off site surveying for the boundary or the topographic features, except as noted above. If additional field surveying is requested, we will provide that at an hourly rate.

If there are additional considerations that appear during the project, we will review them at that time. If adjustments in scope need to be made, we will send you a change order to be approved.

I am looking forward to working with you on this project. If you have any questions or need additional information, please call.

Sincerely,



Lynn A. Kovach
L. S. 5321



CALABRESE PARK IMPROVEMENT PROJECT

CITY OF SAND CITY, CA

REQUEST FOR TOPOGRAPHIC SURVEY

DATE: 3/23/20

HARRIS & ASSOCIATES

EXHIBIT C

LEGEND

- - - - - Limit of Park Survey
- - - - - Limit of City Hall Parcel Survey



AGENDA ITEM

4D

Q4 2019



Sand City Sales Tax *Update*

First Quarter Receipts for Fourth Quarter Sales (October - December 2019)

Sand City In Brief

Sand City's receipts from October through December were 1.5% above the fourth sales period in 2018. Excluding reporting aberrations, actual sales were down 1.4%.

Building and construction had a double hit, slowing sales and a business closure; the combination brought the group down by 15.4%. Lower prices at the pump caused service station receipts to decline.

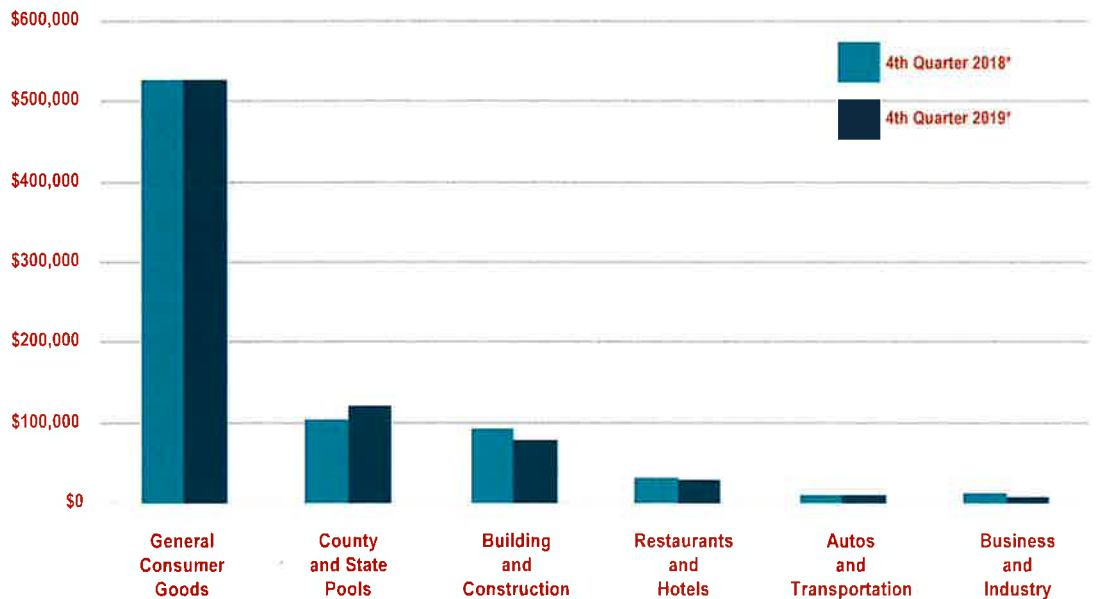
General consumer goods results were perfectly flat, sales were up, but business closures offset those gains.

The full implementation of AB 147 (Wayfair- Marketplace Facilitators) boosted the City's allocation from the countywide use tax pool by 18.1%. This good news mitigated some of the declines in point of sale for the quarter.

Voter approved Measure J generated \$678,340, new revenues generated as a result of AB 147 helped offset some of the declines from business closures.

Net of aberrations, taxable sales for all of Monterey County declined 3.4% over the comparable time period; the Central Coast region was up 0.8%.

SALES TAX BY MAJOR BUSINESS GROUP



*Allocation aberrations have been adjusted to reflect sales activity

TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

7 Eleven	Home Goods
Alameda Electric Supply	Luckys
Carmel Stone Imports	Marshalls
Chipotle	Mattress Firm
Consolidated Electrical Distributors	McDonald's
Costco	Nettesheims Classic Kitchens & Designs
Ferguson Enterprises	Office Depot
Gamestop	Panera Bread
Gene's Import Auto Body	Petsmart
Granite Rock	Ross
Habit Burger Grill	Slakey Brothers
	Target
	Ulta Beauty
	Verizon Wireless

REVENUE COMPARISON

Two Quarters – Fiscal Year To Date (Q3 to Q4)

	2018-19	2019-20
Point-of-Sale	\$1,405,415	\$1,260,381
County Pool	192,321	206,736
State Pool	701	562
Gross Receipts	\$1,598,437	\$1,467,680
Measure J	\$1,393,185	\$1,251,195

California Overall

Statewide sales and use tax receipts from 2019's fourth quarter were 4.2% higher than last year's holiday quarter after factoring for accounting anomalies.

The increase came from the acceleration in online shopping which generated huge gains in the countywide use tax pools for merchandise shipped from out-of-state and from California based fulfillment warehouses in those cases where the warehouse is also point-of-sale. This segment was further boosted by the first full quarter of California's implementation of the Wayfair vs South Dakota ruling that requires out-of-state retailers to collect and remit sales tax on merchandise sold to California customers. The ruling has led to an increase in sales tax receipts of roughly \$2.95 per capita while also producing double digit gains for in-state online fulfillment centers.

In contrast, soft sales and closeouts resulted in a decline in almost every category of brick-and-mortar spending during the holiday season while new cannabis retailers helped boost what would have been a soft quarter for the food-drug group. Most other sales categories including new cars and business-industrial purchases were also down. Restaurant group gains were modest compared to previous quarters.

Overall, the rise in county pool receipts offset what would have been otherwise, a flat or depressed quarter for most jurisdictions.

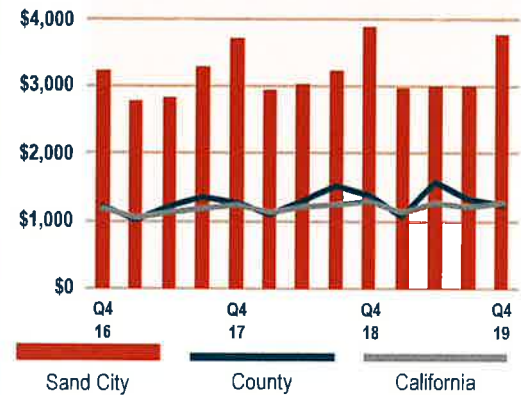
Covid-19

The coronavirus impact will first be seen in next quarter's data reflecting January through March sales. Based on recovery rates being reported in some Asian countries, the virus's disruption of supply chains will be deepest in the first and second quarter and largely resolved by mid-summer. However, recovery from social distancing and home confinements could take longer

with the deepest tax declines expected in the restaurant/hospitality, travel/transportation and brick-and-mortar retail segments. Layoffs and furloughs are also expected to reduce purchases of new cars and other high cost durable goods. The losses from the state's high-tech innovation industries may be more modest while the food-drug and online retail groups could exhibit increases.

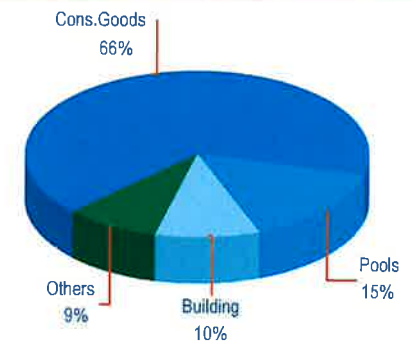
Assuming that the virus is largest contained by the end of September, HdL's economic scenario projects that tax declines will bottom out in the first quarter of 2021 but with only moderate gains for several quarters after. Data from previous downturns suggests that the return to previous spending is not immediate and often evolves. Businesses emerge with ways to operate with fewer employees and more moderate capital investment. Consumers take time to fully get back to previous levels of leisure travel, dining and spending and may permanently transfer to newly discovered services, activities and/or online retail options.

SALES PER ACCOUNT



**Allocation aberrations have been adjusted to reflect sales activity*

REVENUE BY BUSINESS GROUP
Sand City This Quarter*



**Allocation aberrations have been adjusted to reflect sales activity*

SAND CITY TOP 15 BUSINESS TYPES**

Business Type	Sand City		County	HdL State
	Q4 '19	Change	Change	Change
Auto Repair Shops	9,281	24.0%	2.5%	-1.0%
Contractors	40,821	-9.8%	-6.2%	-4.4%
Convenience Stores/Liquor	— CONFIDENTIAL —	—	0.1%	-0.1%
Discount Dept Stores	— CONFIDENTIAL —	—	2.8%	3.5%
Electronics/Appliance Stores	— CONFIDENTIAL —	—	-3.2%	-6.6%
Family Apparel	— CONFIDENTIAL —	—	2.4%	1.3%
Fast-Casual Restaurants	17,755	-9.4%	11.3%	4.3%
Grocery Stores	— CONFIDENTIAL —	—	4.3%	1.3%
Home Furnishings	37,071	9.4%	0.4%	-2.1%
Office Supplies/Furniture	— CONFIDENTIAL —	—	-9.5%	-8.0%
Paint/Glass/Wallpaper	— CONFIDENTIAL —	—	-3.7%	0.6%
Plumbing/Electrical Supplies	35,341	-10.9%	-3.7%	-0.6%
Quick-Service Restaurants	— CONFIDENTIAL —	—	3.6%	1.9%
Service Stations	— CONFIDENTIAL —	—	-2.5%	0.2%
Specialty Stores	30,275	-7.0%	6.1%	-3.8%
Total All Accounts	674,653	-4.2%	-6.9%	0.2%
County & State Pool Allocation	121,450	18.1%	21.3%	26.7%
Gross Receipts	796,103	-1.4%	-3.4%	4.2%

*** Accounting aberrations such as late payments, fund transfers, and audit adjustments have been adjusted to reflect the quarter in which the sales occurred.*

AGENDA ITEM

4E

CALIFORNIA FORECAST SALES TAX TRENDS AND ECONOMIC DRIVERS

APRIL 2020 REVISED

HdL Companies



Sierra Foothills, California

HdL provides relevant information and analyses on the economic forces affecting California's local government agencies. In addition, HdL's Revenue Enhancement and Economic Development Services help clients to maximize revenues.

HdL serves over 500 cities, counties and special districts in California and across the nation.



*Delivering Revenue, Insight and Efficiency
to Local Government Since 1983*

HdL[®] Companies

FY 19/20 & 20/21 FORECAST

Given the unusual circumstances we are all living in today, we have modified the April 2020 HdL Consensus Forecast. We are providing broader explanations about two major ongoing events which impact fiscal year 2019/20 and 2020/21 statewide sales tax trends. As is our tradition, we also offer context that supports our major industry group projections. We trust this information communicates clearly a broad understanding of where sales tax revenue is headed, knowing these vital resources are essential to addressing your communities needs during these trying times.

CORONAVIRUS (COVID-19) Impacts on California Sales Tax

The swift reaction by consumers and businesses to the outbreak of coronavirus (Covid-19) in the U.S. has caused a massive decrease in spending on certain goods and services. The national and state response combined with the uncertainty of how long the presence of the virus will disrupt the U.S. economy has made forecasting local government revenues particularly challenging. This forecast was developed in early April after numerous news updates detailing "shelter-in-place" related impacts, comparisons to previous economic downturns like the Great Recession, studying the data, reports and projections of many industry specific analysts and monitoring various updates up to that time.

The forecast assumes that the statewide 'shelter-in-place' directive will continue until the end of May 2020, although volume testing may allow health care agencies an understanding of the extent of the virus and implement more site specific containment actions that allow some businesses and schools to slowly reopen and return to work. Based on recovery reports from China and South Korea, our forecast still assumes that the virus will have run its course by the end of September, however it does not consider a return of the virus and potential economic impacts after the current period at this time. Under our 'end of May' scenario, declines in sales tax revenues are expected to continue through the fourth quarter of 2020 with only moderate gains for several quarters thereafter. With the most dramatic decreases expected during the first and second quarters of 2020, future comparisons to these periods will be positive. However, overall dollars will still be less than the same period in 2019 noting a prolonged flat rebound.

Already marginal or overly leveraged businesses still may not survive a lengthy shutdown even with federal subsidies and our observation from previous downturns; the return to previous spending patterns after significant income interruptions is not immediate and often evolves. Consumers may now take even more time to fully get back to previous leisure travel, dining and discretionary spending habits. Businesses similarly may become more cautious about capital investment and the number of employees to hire after emerging from an economic crisis. Business travelers who had to resort to teleconferencing may continue to teleconference. Formerly avid brick-and-mortar shoppers may find that online shopping and delivery services suits them just as well.

The percentage changes in HdL's quarterly forecasts are statewide. Every local jurisdiction has its own distinctive sales tax demographics and business characteristics and the depth of the impact will vary. Further, as individual client budget forecasts are constructed, we will continue to monitor for subsequent economic changes that may have not been reflected in earlier forecasts.

 **TOTAL 1Q20 -7.5% | 2Q20 -36.1% | 2020/21 -1.5%**



Autos/Transportation

1Q20 -12.0% | 2Q20 -55.0% | 2020/21 -6.3%

Numerous industry observers including Cox and JD Power have predicted 80% or more declines in auto sales while Shelter-in-Place (SIP) regulations are in force, similar to reported results from Chinese auto dealers in February. Anecdotal reports indicate sales may now indeed be declining near that amount. Once showrooms are fully reopened, sales are expected to remain depressed as consumers suffer from job losses and heightened levels of economic anxiety. Recent industry forecasts from ALG, JD Power, RBC and others predict new car sales decreases anywhere from 10 to 34% in 2020 overall. HdL is projecting a decrease of 25% for the auto/transportation category as a whole, exceeding the 20% worst annual decline seen in 2008 during the Great Recession.



Building/Construction

1Q20 -7.0% | 2Q20 -40.0% | 2020/21 -0.1%

Recent regional decision makers have put most construction on hold; the threat remains that jurisdictions outside the Bay Area will stop work for prolonged periods during the next 3 months. Supply chain issues are a problem but manageable in the near term. Some jurisdictions are having difficulty keeping up with required inspections with some handling it remotely or others allowing self-inspection. As the pandemic continues, permit levels will decline, leading to less work for future periods. Without government incentives, housing development is likely to dry up as the effects of growing unemployment further limit the pool of prospective buyers. Commercial projects, although holding entitlements and permits, may no longer pencil. Even if construction demand remains strong after the pandemic passes, existing capacity limits will throttle growth as crews must first deal with the growing backlog of work.



Business/Industry

1Q20 -15.0% | 2Q20 -30.0% | 2020/21 -5.4%

Most categories within this group are expected to decline over next few quarters with the Coronavirus disruption of supply chains deepest in first and second quarters. Companies needing components for manufacture of consumer electronics, pharmaceuticals, machinery and trucks may be particularly impacted. Depending on inventory availability, there may be a temporary boost in the demand for food processing, medical, and telecommunication equipment and supplies. The major winner will be for industrial zoned fulfillment and logistics centers that also happen to be “point of sale” for the products that they ship. The Coronavirus quarantines are expected to accelerate the shift from brick and mortar stores to online shopping and produce double digit gains in those specific cases.



Food/Drugs

1Q20 5.0% | 2Q20 5.0% | 2020/21 2.0%

The current pandemic has not restricted access to grocery and drugs stores. While operational and safety modifications have occurred, consumers can still acquire household essentials at both chain and local establishments. Some products are in short supply, temporarily, as anxious shoppers acquire larger quantities of certain products. Cannabis businesses are also open and expected to perform fairly well, given the circumstances. The SIP mandates create expectations to merchandise from this group being delivered directly to homes or through curbside pickup.



Fuel/Service Stations

1Q20 -10.0% | 2Q20 -50.0% | 2020/21 0.0%

As a result of COVID-19, the consumption of fuel, have either slowed or stopped. The combination of strong supply and weak demand for fuel has pushed oil barrel prices down to historically low levels. Fuel prices in California are now averaging less than \$3 per gallon. With lower prices and less fuel being consumed because of SIP restrictions, taxes generated are expected to significantly drop in the second quarter of 2020 and remain down until the middle of the first quarter of 2021. Oil prices should then increase into the range of \$45 to \$55 per barrel toward the end of 2021 and into 2022. However, oversupply may keep gas prices relatively low and moderate potential sales tax recovery.

 **TOTAL** 1Q20 -7.5% | 2Q20 -36.1% | 2020/21 -1.5%

 **General Consumer Goods**

1Q20 -15.0% | 2Q20 -45.0% | 2020/21 -2.5%

Core retail sales are expected to see significant drops as society practices social distancing measures to combat the spread of COVID-19 at the recommendation of health professionals and government leaders. With SIP orders expected to continue well into the second quarter of 2020, the effect on consumer spending and retail sales are expected to be extremely disturbed. Shuttered malls, shopping centers and retailer stores all will be adversely impacted. State and federal programs are being set up to assist small businesses to temper short term cash flow declines and permanent closures. While the immediate fallout subsides, brick and mortar retail sales are expected to be bleak into the summer months. As consumer confidence drops and employment woes set in, the effects are projected to negatively impact discretionary spending throughout the remainder of 2020.

 **State and County Pools**

1Q20 15.0% | 2Q20 10.0% | 2020/21 7.3%

This is one segment that is expected to stay positive, even in the midst of the virus crisis. The primary driver is the coincidental arrival of new out of state taxes; early results from the Wayfair decision implementation, which launched in the second quarter of 2019 under AB147, added new revenues at the State and local level. The marketplace facilitator phase started October 1st; current and next year forecasting comprises Wayfair's total impact on anticipated use taxes distributed via the countywide pools. Online shopping surged in March as buyers complied with crowd avoidance mandates; some chose to stock up early expecting weeks of limited store access. Going forward, spending will be focused on high priority necessities, balanced against available retailer inventories and rapid increases in unemployment which shrinks overall purchasing capacity.

 **Restaurants/Hotels**

1Q20 -10.0% | 2Q20 -60.0% | 2020/21 -6.5%

The restaurant industry is reporting 65% drops in revenue and the hotel industry is reporting drops of over 85% due to the COVID-19 shelter-in-place. Restaurants and other facilities that prepare and serve food are restricted to delivery or take-out. Consumers are shifting their food spending to groceries as quarantines continue, which could impact the long-term outlook for the sector if dining habits change. After the shelter-in-place is lifted, dining rooms are expected to operate at reduced capacity for continued social distancing. This industry is very vulnerable to closure given the already increasing tight operating margins and staff costs pre virus impacts. Most major hotels have laid off most of the staff, while others have announced they will temporarily shut down.

Proposition 172 projections vary from statewide Bradley-Burns calculations due to the state's utilization of differing collection periods in its allocation to counties. HdL forecasts a statewide decrease of -8.19% for Fiscal Year 2019/2020 and -1.82% in 2020/2021.



U.S. Real GDP Growth

2020/21 | 2021/22
0.1% | 2.0%

The current state of affairs in the global and U.S. economy is unlike anything experienced in modern times, and like many forecasting organizations, Beacon Economics is working to fully grasp the scope of what is happening and exactly how it might shift the economic outlook. There are many potential outcomes to this crisis. And while it is easy to underestimate the resilience of the U.S. economy, that does not diminish the risks posed by the worldwide Coronavirus (Covid-19) pandemic - it is the greatest threat to the nation's economic expansion in over a decade. Despite it all, it is by no means fait accompli that the U.S. economy is about to fall into a recession of any scale, much less a major one. At the center of the uncertainty are the actions being taken by businesses, consumers, and regulators to contain the disease. There have been wholesale cancellations of conferences, travel, sporting events, live entertainment, and really any forum in which large groups of people gather. Public health mandates, both voluntary and otherwise, have led many businesses to implement short run work-from-home policies for their employees and caused restaurants and bars across the nation to close temporarily. This sudden halt in economic activity will create turmoil in the economy in the coming weeks and it is highly likely that the U.S. economy will experience negative growth in the second quarter. But if the shock is short lived enough, the economy will catch up, possibly with a positive third quarter that makes up for much of the loss in the second.



U.S. Unemployment Rate 5.0% | 3.4%

The March employment numbers will surely be grim. Initial unemployment claims are already crashing some state's computer systems due to demand and will likely jump more quickly than ever before. Many businesses will continue to operate but will experience a loss in productivity driven by absent employees and the basic complications of unexpected work-from-home policies. But as dramatic as these changes are, such a shock is not necessarily recession causing. As long as current public health measures are sufficient to prevent the Coronavirus from becoming truly widespread across the nation, it is business delayed rather than business cancelled.



CA Total Nonfarm Employment Growth 1.5% | 1.3%

The fourth quarter of 2019 marked the end of ten years of strong expansion for the California economy. Over the course of the past decade, nearly 3.5 million nonfarm jobs were added to the state, at a growth rate of 23%. In the preceding decade, fewer than one-quarter of a million jobs were added to California's economy, a growth rate of 1.5%. However, the state is in a different economic reality than before the COVID-19 pandemic hit. The California economy does enter this crisis from a position of strength.



CA Unemployment Rate 4.0% | 4.0%

The big unknown is how long the shock to the economy will last. The CDC has recommended that public gatherings of more than 50 people cease for 8 weeks. In addition, we know that university closures will last for many months. While university employees will be paid, many businesses surrounding universities will be adversely affected as staff and students are their primary source of income. Coupled with federal stimulus, and a resumption of some semblance of normalcy within a couple of months, immediate economic hardship could be somewhat temporary, with consumption deferred to a later period. But those dark clouds could turn into a storm for the state's economy if this unprecedented draw down in peacetime consumption endures into the summer.



CA Median Existing Home Price \$532,216 | \$564,823

The state's strong fourth quarter paints a picture that is a far cry from the beginning of the year when the stock market had just seen a major correction, there was anxiety about trade uncertainty, and forecasts about a national and global slowdown were coming from all quarters. Unfortunately, the anxiety has returned due to the COVID-19 pandemic. Home prices won't drop under our baseline scenario, but the likelihood of them being affected continues to increase the longer the situation drags on.



CA Residential Building Permits 126,449 | 131,572

The number of housing permits issued in the state peaked in the first quarter of 2018 and has trended lower since then. Even before this downturn, the state was in the midst of a housing shortage. As the shortage persists, it will create two primary effects. First, it will put upward pressure on housing prices, exacerbating affordability problems, and second (relatedly), it will shape the nature of the state's labor force.

Beacon Economics

Southern California Office

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Beacon Economics has proven to be one of the most thorough and accurate economic research/analytical forecasting firms in the country. Their evaluation of the key drivers impacting local economies and tax revenues provides additional perspective to HdL's quarterly consensus updates. The collaboration and sharing of information between Beacon and HdL helps both companies enhance the accuracy of the work that they perform for their respective clients.

AGENDA ITEM

5A

CITY OF SAND CITY

STAFF REPORT

MARCH 13, 2020
(For City Council Consideration on April 7, 2020)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Extending Expiration Date for South of Tioga Development Project's Vesting Tentative Map

BACKGROUND

The City of Sand City (the "City") approved the Vesting Tentative Map (the "VTM") for the South of Tioga development (the "Project") on June 5, 2018 (Resolution SC 18-58) for DBO Development No. 30 (the "Developer"). The Developer did submit a draft final map in 2019 that has been under City review and multiple correction revision editions. This draft final map is expected to be finalized and recorded with the County of Monterey in the near future after final corrections are implemented to the satisfaction of the City Engineer and Surveyor, and the development agreement between the Applicant and the City is finalized for Council consideration in accordance with the terms of the VTM. Vesting tentative map approvals expire after 24 months where a final map, consistent with the VTM, is not recorded prior to expiration. (Cal. Gov. Code § 66452.6(a)(1)). As the deadline for VTM expiration approaches, the Developer has requested that the City extend the VTM in the event the Final Map is not recorded by the June 5th 2020 deadline.

On January 27, 2020, the City received a written request (dated January 24, 2020) from the Developer for extension of the VTM approval (see Exhibit B) in accordance with Government Code section 66452.6(e).

DISCUSSION

In accordance with the Subdivision Map Act, the VTM may be extended for an additional period of time as prescribed by local ordinance. (Cal. Gov. Code § 66452.6(a)(1)). The Sand City Municipal Code (the "SCMC") allows for a time extension on the expiration of the VTM for up to twelve (12) months (SCMC §§ 17.36.090; 17.32.120(B)-(C)). The VTM can therefore be extended to June 5, 2021 per the SCMC and the Subdivision Map Act. Thereafter, the VTM can be extended for up to another five (5) years maximum in accordance with the California Government Code (Cal. Gov. Code §66452.6(e)).

To date, work performed for the Project includes 1) the Developer's acquisition of a qualified biologist from Denise Duffy & Associates to monitor and ensure all biological mitigation measures of the project are implemented, 2) submission of Phase I public

improvement plans for the project, that have been under City review and Developer modification/corrections that will lead to an eventual approval and permit issuance, 3) submission of a draft final map that has been under City review and Developer modification/correction, leading to eventual Council action and City recording with Monterey County, 4) negotiations for a Development Agreement (the "DA") between the Developer and the City, as required by the Project's VTM, 5) application to both the United States Fish & Wildlife Service (USFWS) and the California Fish & Wildlife Service (CFWS) for Incidental Take permits and approval of the Project's habitat conservation plan (the "HCP"), 6) receipt of the CFWS incidental take permit, and 7) multiple meetings with City and other government agency staffs to discuss and coordinate the various aspects of the project.

RECOMMENDATION

Staff recommends **APPROVAL** of the draft resolution to extend the expiration date of the Vesting Tentative Map (VTM) for the South of Tioga development project for an additional twelve (12) months with the time extension commencing on June 5, 2020 and expiring on June 5, 2021 or until a Final Map is approved by the City and recorded with the County of Monterey, whichever occurs first.

Finding(s) for Approval:

- 1) Government Code section 66452(1)(a) and Sand City Municipal Code sections 17.36.090 and 17.32.120(B)-(C) grant the City the authority to extend the Project's VTM one (1) year beyond the initial 24-month period following the original approval upon written application from the Developer.
- 2) On January 27, 2020, the City received a written request (dated 01-24-20) from the Developer for an extension of the Project VTM.

EXHIBITS:

- A) Government Code section 66452.6 (relevant segment highlighted)
- B) Written request from the Developer for VTM extension (dated 01/24/20)

ATTACHMENT:

- 1) Draft Resolution to extend the South of Tioga Project's VTM for 12 months, commencing June 5, 2020 and terminating on June 5, 2021.



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GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] (*Heading of Title 7 amended by Stats. 1974, Ch. 1536.*)

DIVISION 2. SUBDIVISIONS [66410 - 66499.38] (*Division 2 added by Stats. 1974, Ch. 1536.*)

CHAPTER 3. Procedure [66451 - 66472.1] (*Chapter 3 added by Stats. 1974, Ch. 1536.*)

ARTICLE 2. Tentative Maps [66452 - 66452.27] (*Article 2 added by Stats. 1974, Ch. 1536.*)

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency which approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Prior to the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies which regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action prior to expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency which owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency which owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency which owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

(Amended by Stats. 2011, Ch. 382, Sec. 7.5. (SB 194) Effective January 1, 2012.)

JAN 27 2020

CITY OF SAND CITY

January 24, 2020

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

Re: South of Tioga Sand City – VTM & Entitlement Approval Extension Request

Dear Aaron,

Pursuant to the City of Sand City Resolution SC18-58, 2018 for Vesting Tentative Map 18-01, Condition of Approval Section A General, Item 3 Expiration states the VTM shall automatically expire with 24 months (2 years) after the City Council action to approve the VTM, unless a Final Map is recorded or an extension is granted pursuant to the Subdivision Map Act and City Council action. The condition of approval further states that prior to expiration of the VTM, the applicant may request an extension. Any request for extension shall be made in writing and submitted to the City at least sixty (60) days prior to expiration of the VTM. The VTM may also be extended if the property identified on the VTM is subject to a Development Agreement, in which case the VTM may be extended for a period of time specified in the Development Agreement, but not longer than the duration of the Development Agreement.

The South of Tioga project's VTM was approved by the City Council on June 5, 2018. As DBO Development No. 30, LLC continues diligently working towards obtaining the Final Map recordation and reaching consensus with the City on the Development Agreement, please accept this letter as formal request to extend VTM and all other associated project entitlements.

Please let me know if any further action is required on behalf of DBO Development No. 30, LLC in obtaining the VTM and other associated project entitlement approvals extensions. Can the City please provide DBO Development No. 30, LLC confirmation of the City granting the extension?

Thank you in advance for the City's consideration on this matter.

Sincerely,



Matt Nohr
On behalf of DBO Development No. 30, LLC

CITY OF SAND CITY

RESOLUTION SC _____, 2020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
EXTENDING THE EXPIRATION DATE OF THE VESTING TENTATIVE MAP FOR THE
SOUTH OF TIOGA DEVELOPMENT PROJECT

WHEREAS, the City of Sand City (“City”) by Resolution No. SC 18-58 of the City Council conditionally approved a Vesting Tentative Map (the “VTM”) for the South of Tioga Development Project (the “Project”) on June 5, 2018 for DBO Development No. 30 (the Developer); and

WHEREAS, the VTM, in accordance with California Government Code section 66452.6(a)(1), is scheduled to expire on June 5, 2020; and

WHEREAS, Government Code section 66452(a)(1) and Sand City Municipal Code sections 17.36.090 and 17.32.120(B) and (C) enable the City to extend the Project’s VTM for one (1) year beyond the initial 24-month original VTM approval period upon written application from the Developer; and

WHEREAS, on January 27, 2020, the City received written correspondence (dated 01-24-20) from the Developer, who is also the sub-divider named on the Project’s VTM submitted to the City, requesting an extension of the VTM expiration date; and

WHEREAS, due to the importance of this Project in addressing existing blight and provide economic stimulation for the City, the City Council deems it necessary to approve a time extension of the VTM as provided by California Government Code section 66452.6(c)(1) and the Sand City Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City that the VTM for the South of Tioga Development Project is hereby granted a time extension of one (1) year commencing June 5, 2020, to expire on June 5, 2021.

PASSED AND ADOPTED by the City Council of Sand City this ___ day of April 2020, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

Connie Horca, Acting City Clerk

Mary Anne Carbone, Mayor

AGENDA ITEM

6A



City of Sand City

Agenda
Item

6A

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager; Vibeke Norgaard, City Attorney
DATE: April 8, 2020
MEETING: April 21, 2020 Special Council Meeting
SUBJECT: Adopt a Resolution Ratifying the Order of the Director of Emergency Services of the City of Sand City imposing substantive limits on residential and commercial evictions, issued on March 23, 2020, with certain amendments.

Background/Analysis

On April 7, 2020 at its regularly scheduled meeting, the Council considered the Order of the Director of Emergency Services of the City of Sand City imposing substantive limits on residential and commercial evictions ("Sand City Order") and whether to ratify it as is required by Sand City Municipal Code Chapter 2, section 2.12.080(A)(6)(a). The staff report from the April 7, 2020 council meeting is attached hereto as Exhibit 1. The Sand City Order was issued on March 20, 2020.

Council directed staff to amend the resolution to take into account an emergency order issued on April 6, 2020 by the Judicial Council of California ("Judicial Council Order"), and which council found extended sufficient protections from eviction to commercial tenants. The Judicial Council Order has the effect of imposing broad limits on all evictions, residential and commercial. It requires that no California court may issue a summons on a complaint for an unlawful detainer, unless the court were to find the action is necessary to protect public health and safety. Further, no court may enter a default judgment for restitution in an unlawful detainer action for failure to appear; and if a defendant has appeared in an unlawful detainer action, the court may not set a trial date earlier than 60 days after the request for trial is made (unless earlier trial date is necessary to protect public health and safety). Unless amended earlier, the Judicial Council's Order remains in effect until 90 days after the Governor of California declares that the state of emergency related to the Covid-19 pandemic is lifted (or until amended or repealed by the judicial council).

ENVIRONMENTAL ANALYSIS

The actions proposed herein are exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA which applies to projects which may have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in

question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed actions will not have a significant effect on the environment and, hence, is not subject to CEQA.

FISCAL IMPACT

Approval of the staff recommendations will have no direct fiscal impact on the City's General Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution amending and ratifying the Sand City Order.

**CITY OF SAND CITY
RESOLUTION SC-___, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RATIFYING AN AMENDED VERSION OF THE
ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF SAND CITY IMPOSING
SUBSTANTIVE LIMITS ON EVICTIONS**

WHEREAS, the California Emergency Services Act (Cal. Gov. Code sections 8550, *et. seq.*) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by such conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.12.040 of the Sand City Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons and property within this City, including an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, on March 16, 2020 the City Manager of Sand City issued a Proclamation of Local Emergency due to the worldwide pandemic of the virus known as COVID-19, which proclamation was ratified by the City Council of Sand City at its regularly scheduled City Council meeting on March 17, 2020; and

WHEREAS, in response to the COVID-19 outbreak on March 16, 2020, the Governor of the State of California Gavin Newsom (“Governor”) issued an Executive Order (N-28-20) suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions until May 31, 2020; and

WHEREAS, the Sand City Municipal Code section 2.12.080(6)(a) authorizes the Director of Office of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property; and

WHEREAS, Sand City Municipal Code section 2.12.080(6)(a) provides that rules and regulations issued by the Director of Office of Emergency Services must be confirmed by the City Council of Sand City; and

WHEREAS, on March 23, 2020, the Sand City Director of Office of Emergency Services issued an order imposing substantive limits on residential and commercial evictions within Sand City, attached to this resolution as **Exhibit A**; and

WHEREAS, on March 27, 2020 the Governor issued Executive Order (N-37-20) extending certain deadlines for residential tenants and preventing the enforcement of writs against residential tenants facing eviction due to the nonpayment of rent because of certain COVID-19 related circumstances through May 31, 2020; and

WHEREAS, the Governor in Executive Order N-38-20 issued on March 27, 2020, enhanced the authority of the Judicial Council of California to issue emergency orders, and on April 6, 2020, the Judicial Council issued Emergency Rules 1 through 11 of the California Rules of Court, which *inter alia* have the effect of limiting all unlawful detainers actions, except where necessary to protect public health and safety, and which remain in effect until ninety days after the Governor declares that the state of emergency related to the Covid-19 pandemic is lifted; and

WHEREAS, on April 2, 2020, the Governor unveiled a series of new resources to aid small businesses who have been impacted by the COVID-19 such as federal loans and deferment of the payment of sales and use taxes of up to \$50,000, for up to 12 months; and

WHEREAS, the statewide orders and policies referenced above provide some support to smaller businesses, thus lessening the need to impose a moratorium on evictions for tenants of commercial properties within Sand City; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) Guidelines 15061(b)(3) because there is no possibility that the implementation of this resolution may have significant effects on the environment. This resolution will apply tenant protections to existing residential and commercial units for a limited period of time. This is solely an administrative process resulting in no physical changes to the environment. Furthermore, the project does not qualify for any of the exceptions to the categorical exemptions found at CEQA Guidelines Section 15300.2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City that the foregoing recitals are hereby incorporated by reference as though fully set forth here; and

BE IT FURTHER RESOLVED, as follows:

1. That the Order of the Director of Emergency Services of the City of Sand City Imposing Substantive Limits on Residential and Commercial Evictions, attached hereto as **Exhibit A** ("Order"), as well as the findings contained therein, are hereby incorporated by reference as though fully set forth herein.
2. That the Order is hereby ratified and confirmed by the City Council with the following amendments: All references to "Commercial" are to be removed, and the Order shall only apply to tenants of residential properties. A copy of the order, as amended and ratified by this resolution, is attached as **Attachment 1**.
3. That the Director of Emergency Services/City Manager, or his designee, is authorized to take whatever other action is authorized under the Sand City municipal code and state and federal law, subject to any required authorization from the City Council, consistent with this Resolution.

4. That the Order attached as Exhibit A, as amended herein, shall remain in effect through May 31, 2020 unless extended by resolution of this City Council.

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, City Clerk

ATTACHMENT 1

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF SAND CITY IMPOSING SUBSTANTIVE LIMITS ON RESIDENTIAL ~~AND COMMERCIAL~~ EVICTIONS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease has been named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California (Governor) declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager of Sand City issued a Proclamation of Local Emergency, pursuant to California Government Code §8630 and the Sand City Municipal Code Chapter 2.12, which enables him to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency; and

WHEREAS, on March 6, 2020, the County of Monterey's County Administrative Officer issued a proclamation of local emergency as a precautionary measure to help the County mobilize and coordinate resources to be prepared to address the threat of COVID-19 and the County Board of Supervisors ratified the Proclamation of Local Emergency related to COVID-19; and

WHEREAS, in light of the COVID-19 pandemic and his state of emergency proclamation, on March 16, 2020, the Governor issued an executive order (Executive Order N-28-20) suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions; and

WHEREAS, a copy of the Governor's Executive Order is attached hereto; and

WHEREAS, on March 17, 2020, the City Council of Sand City ratified the Proclamation of Local Emergency and authorized the Director of Emergency Services to take action to mitigate the effects of the local emergency; and

WHEREAS, during this state of emergency, and in the interest of protecting the public health and preventing continued transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, loss of income as a result of impacts from COVID-19 may inhibit City residents and businesses from fulfilling their financial obligations, including payment of rent, thereby directly affecting their ability to stay housed during the spread of the COVID-19 pandemic; and

WHEREAS, consistent with the Monterey County Health Officer's March 17, 2020 Order for residents of Monterey County to shelter in place, with limited exceptions to provide or to receive essential services or to engage in certain essential activities, on March 17, 2020, the City of Sand City closed all City facilities to general public access, except to provide essential services; and

WHEREAS, on March 19, 2020, the Governor issued a statewide stay at home order (Executive Order N-33-20); and

WHEREAS, commercial activity and businesses are essential to a vibrant and healthy community and this Order provides stability and fairness as businesses have been and will continue to be substantially impacted by orders to shelter in place and limitations on operations and hours; and

WHEREAS, without the immediate effectiveness of this Order there is an increased risk of residential tenants becoming homeless and a substantial impact to local businesses; and

WHEREAS, there is an urgent need for the City of Sand City to impose substantive limitations to protect the health, safety, and welfare of its citizens in light of the emergency declaration regarding the COVID-19 pandemic.

NOW, THEREFORE, I, Aaron Blair, the Director of the Office of Emergency Services for the City of Sand City, do hereby issue the following order to become effective immediately, subject to confirmation at the earliest practicable time by the City Council of Sand City as required by Sand City Municipal Code Chapter 2.12:

IT IS HEREBY ORDERED THAT:

1. The provisions of Executive Order N-28-20, including its recitals, are incorporated herein as if fully set forth.
2. The above recitals and the recitals in the Governor's declaration are true and correct.
3. Pursuant to the general police power of the City to protect the health, safety, and welfare of its citizens, the authority of any landlord to commence evictions on any residential ~~or commercial~~ property within the corporate boundaries of the City of Sand City for the following reasons is hereby suspended through May 31, 2020, unless otherwise terminated or extended:
 - a. The basis of the eviction is non-payment of rent, or a foreclosure, arising out of a substantial decrease in household ~~or business~~ income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, ~~or a substantial decrease in business income caused by a reduction in opening hours or consumer demand~~), or substantial out-of-pocket medical expenses; and
 - b. The decrease in household ~~or business~~ income or the out-of-pocket medical expenses described in subparagraph (a) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.
4. Nothing in this Order shall relieve a tenant (residential ~~or commercial~~) of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.
5. This Order applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which the local emergency was proclaimed.
6. This Order shall be liberally construed to provide the broadest possible protection for the citizens of the City.
7. The City Manager (Director of Office of Emergency Services) is authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and the purposes of this Order.

8. If any provision of this Order or the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
9. This order shall become effective immediately.

ADOPTED this 21st day of April 2020.

Aaron Blair, City Manager/Director of Office of Emergency Services

ATTEST:

Connie Horca, Acting City Clerk

APPROVED AS TO FORM:

Vibeke Norgaard, City Attorney



City of Sand City

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager; Vibeke Norgaard, City Attorney
DATE: April 2, 2020
MEETING: April 7, 2020 Special Council Meeting
SUBJECT: Adopt a Resolution Ratifying the Order of the Director of Emergency Services of the City of Sand City imposing substantive limits on residential and commercial evictions, issued on March 23, 2020

BACKGROUND TO HEALTH CRISIS

On March 6, 2020, the County Administrative Officer of Monterey County ("County CAO") proclaimed a Local Emergency due to the threat of the novel coronavirus ("COVID-19") in the County. On March 11, 2020, the World Health Organization ("WHO") classified the spread of COVID-19 internationally as a global pandemic.

In response to the COVID-19 health crisis, on March 17, 2020 the County of Monterey Director of Health issued a shelter in place order requiring all individuals living within Monterey County to shelter at their place of residence, except to engage in essential activities, essential government functions or to operate essential businesses. On March 19, 2020, the Governor of the State of California, Gavin Newsom (Governor), issued a statewide stay at home order (Executive Order N-33-20). The Governor's order requires that residents stay at their places of residence except as needed to maintain continuity of operations for certain critical infrastructure sectors referenced in the order, and as needed to access necessities such as food and healthcare.

EVICCTIONS ORDERS

The Governor has issued two orders addressing evictions during this health crisis: On March 16, 2020, he issued executive order N-28-20 which allows local governments to exercise their police power to limit residential or commercial evictions for non-payment of rent due to certain COVID-19 related circumstances. On March 27, 2020, the Governor issued Executive Order N-37-20 which extends response deadlines for certain residential tenants facing eviction and prohibits the enforcement of writs to evict certain residential tenants due to nonpayment of rent. Specifically, order N-37-20, attached as **Exhibit B**, prohibits eviction of residential tenants for nonpayment of rent when all of the following circumstances are present: (1) the tenant has paid all rent due prior to the date of the Governor's order; (2) the tenant notifies the landlord in writing within seven days after the rent is due that the delay is due to certain reasons related

to COVID-19, and (3) the tenant retains documentation of such assertions and provides it to the landlord. Both orders are in effect through May 31, 2020.

In Sand City, on March 16, 2020, the City Manager proclaimed the existence of a local emergency to ensure the availability of mutual aid and effectuate the City's response to COVID-19. The City Council ratified that emergency proclamation at its City Council meeting on March 17, 2020.

On March 23, 2020, the Sand City Director of Office of Emergency Services/City Manager issued an order imposing substantive limits on residential and commercial evictions within Sand City, attached to the resolution as **Exhibit A** ("Sand City Order"). The goal was to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness. In addition, the loss of income as a result of impacts from COVID-19, including having to stay home from work and shut down business operations, will inhibit some City residents and City businesses from fulfilling their financial obligations, including payment of rent. On April 2, 2020 the Governor has stated that many small business have been "devastated" by the COVID-19 outbreak. The Sand City Order does not relieve residential and commercial tenants of the obligation to pay rent, it merely allows a period during which the landlord may not evict tenants for such nonpayment.

ISSUES FOR COUNCIL CONSIDERATION

The Council is being asked to consider whether to ratify the Sand City Order as is required by Sand City Municipal Code Chapter 2, section 2.12.080(A)(6)(a).

If ratified, the resolution would impose the eviction moratorium for both *residential and commercial* tenants through May 31, 2020, unless it is earlier terminated or extended. This coincides with the period of time the Governor's Executive Orders N-28-20 and N-37-20 are in effect.

If the Council declines to ratify the Sand City Order, the order will no longer be valid. However, even without a local Sand City order, the Governor's order N-37-20 pertaining only to *residential* tenants would still be in effect within Sand City.

ENVIRONMENTAL ANALYSIS

The actions proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA which applies to projects which may have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed actions will not have a significant effect on the environment and, hence, is not subject to CEQA.

FISCAL IMPACT

Approval of the staff recommendations will have no direct fiscal impact on the City's General Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council discuss the attached resolution ratifying the Sand City Order and take one of the following actions:

1. Adopt the resolution ratifying the order.
2. Decline to adopt the resolution, in which case the Sand City Order will no longer be in effect.

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF SAND CITY IMPOSING SUBSTANTIVE LIMITS ON RESIDENTIAL AND COMMERCIAL EVICTIONS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease has been named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California (Governor) declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager of Sand City issued a Proclamation of Local Emergency, pursuant to California Government Code §8630 and the Sand City Municipal Code Chapter 2.12, which enables him to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency; and

WHEREAS, on March 6, 2020, the County of Monterey's County Administrative Officer issued a proclamation of local emergency as a precautionary measure to help the County mobilize and coordinate resources to be prepared to address the threat of COVID-19 and the County Board of Supervisors ratified the Proclamation of Local Emergency related to COVID-19; and

WHEREAS, in light of the COVID-19 pandemic and his state of emergency proclamation, on March 16, 2020, the Governor issued an executive order (Executive Order N-28-20) suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions; and

WHEREAS, a copy of the Governor's Executive Order is attached hereto; and

WHEREAS, on March 17, 2020, the City Council of Sand City ratified the Proclamation of Local Emergency and authorized the Director of Emergency Services to take action to mitigate the effects of the local emergency; and

WHEREAS, during this state of emergency, and in the interest of protecting the public health and preventing continued transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, loss of income as a result of impacts from COVID-19 may inhibit City residents and businesses from fulfilling their financial obligations, including payment of rent, thereby directly affecting their ability to stay housed during the spread of the COVID-19 pandemic; and

WHEREAS, consistent with the Monterey County Health Officer's March 17, 2020 Order for residents of Monterey County to shelter in place, with limited exceptions to provide or to receive essential services or to engage in certain essential activities, on March 17, 2020, the City of Sand City closed all City facilities to general public access, except to provide essential services; and

WHEREAS, on March 19, 2020, the Governor issued a statewide stay at home order (Executive Order N-33-20); and

WHEREAS, commercial activity and businesses are essential to a vibrant and healthy community and this Order provides stability and fairness as businesses have been and will continue to be substantially impacted by orders to shelter in place and limitations on operations and hours; and

WHEREAS, without the immediate effectiveness of this Order there is an increased risk of residential tenants becoming homeless and a substantial impact to local businesses; and

WHEREAS, there is an urgent need for the City of Sand City to impose substantive limitations to protect the health, safety, and welfare of its citizens in light of the emergency declaration regarding the COVID-19 pandemic.

NOW, THEREFORE, I, Aaron Blair, the Director of the Office of Emergency Services for the City of Sand City, do hereby issue the following order to become effective immediately, subject to confirmation at the earliest practicable time by the City Council of Sand City as required by Sand City Municipal Code Chapter 2.12:

IT IS HEREBY ORDERED THAT:

1. The provisions of Executive Order N-28-20, including its recitals, are incorporated herein as if fully set forth.

2. The above recitals and the recitals in the Governor's declaration are true and correct.

3. Pursuant to the general police power of the City to protect the health, safety, and welfare of its citizens, the authority of any landlord to commence evictions on any residential or commercial property within the corporate boundaries of the City of Sand City for the following reasons is hereby suspended through May 31, 2020, unless otherwise terminated or extended:

- a. The basis of the eviction is non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
- b. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (a) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

4. Nothing in this Order shall relieve a tenant (residential or commercial) of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

5. This Order applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which the local emergency was proclaimed.

6. This Order shall be liberally construed to provide the broadest possible protection for the citizens of the City.

7. The City Manager (Director of Office of Emergency Services) is authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and the purposes of this Order.
8. If any provision of this Order or the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
9. This Order shall become effective immediately.

ADOPTED this 23rd day of March 2020.



Aaron Blair, City Manager/Director of Office of
Emergency Services

ATTEST:



Linda Scholink, City Clerk

APPROVED AS TO FORM:

Vibeke Norgaard, City Attorney

7. The City Manager (Director of Office of Emergency Services) is authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and the purposes of this Order.
8. If any provision of this Order or the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
9. This Order shall become effective immediately.

ADOPTED this 23rd day of March 2020.



Aaron Blair, City Manager/Director of Office of
Emergency Services

ATTEST:



Linda Scholink, City Clerk

APPROVED AS TO FORM:

 5/23/20

Vibeke Norgaard, City Attorney

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA****EXECUTIVE ORDER N-37-20**

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
 - 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

AGENDA ITEM

7A



City of Sand City

Agenda
Item

7A

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager and Vibeke Norgaard, City Attorney
DATE: April 21, 2020
SUBJECT: Discussion of new Sand City public art policy

Discussion:

Public art plays an important role in increasing the understanding and enjoyment of art by creating a shared cultural experience for the community. Public art integrates art into the urban fabric of the city thereby enhancing the physical attractiveness of the City. Public art can transform spaces.

The purpose of this Public Art Policy is to have procedures in place for the acquisition, removal and maintenance of public art in Sand City ("City"). This policy shall apply to artwork that is donated, leased or loaned to the City for display for an extended period of time, as well as City sponsored Artwork such as murals.

For the Fiscal year 2019-2020 Sand City has already dedicated revenue in its budget to be used for a mural festival known as "we.". The process for selection of artists and sites for that festival is already underway. Many of the procedures set forth in this policy will therefore apply only to future City Sponsored murals. However, the City Manager should ensure all agreements required under this policy in place for all public murals including the "we." festival, and should further ensure that all finalists' renderings receive City Council approval prior to installation.

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

There is no fiscal impact associated with the discussion of the public art policy.

Recommendation:

Staff recommends that the City Council discuss and consider the draft Public Art Policy and staff will bring it back to council for final approval at a future Council Meeting. Staff supports the implementation of the Public Art Policy.



**CITY OF SAND CITY
PUBLIC ART POLICY
(DRAFT - April 2020)**

1. PURPOSE OF POLICY

The City of Sand City is a committed proponent of public art. Public art plays an important role in increasing the understanding and enjoyment of art by creating a shared cultural experience for the community. Public art integrates art into the urban fabric of the city thereby enhancing the physical attractiveness of the City. Public art can transform spaces.

The purpose of this Public Art Policy is to have procedures in place for the acquisition, removal and maintenance of public art in Sand City ("City"). This policy shall apply to artwork that is donated, leased or loaned to the City for display for an extended period of time, as well as City sponsored Artwork such as murals. Artwork displayed for short periods of time (less than 2 months) is not covered by this policy.

Changes to this Public Art Policy shall be considered for approval by the City Council of Sand City ("City Council") taking into account any recommendation submitted by the Sand City Arts Committee.

2. DEFINITIONS

"Art" or "artwork" as described in this policy shall include, but not be limited to, sculptures, murals, paintings, graphic arts, mosaics, photography, crafts, mixed media, and environmental works.

3. PROCEDURE FOR APPLICATIONS TO DONATE, LEASE OR LOAN ARTWORK

Applications to donate, lease, or loan artwork to the City shall be made to the City Manager and will be routed to the Sand City Arts Committee appointed by the City Council, consistent with Sand City Municipal Code chapter 2.60 ("Committee"). The documentation of the proposed public art will be available for review through the City Clerk's office.

Any person wishing to loan, lease or donate artwork to the City of Sand City must submit a description of the artwork to the City Manager. The description shall include the following:

- a. Photo, plans, model or other visual representation of proposed artwork.
- b. Proposed location of the artwork.
- c. Statement of reason for donation, loan or lease.
- d. Description of the artwork, including year of creation, medium, dimensions, weight, finish, color, and system for mounting or displaying the artwork.

- e. Any special maintenance, mounting or display requirements.
- f. Name of Artist and, if possible, Artist's biography.
- g. A statement of the approximate value of the artwork.
- h. Whether donation, lease or loan is proposed, and the length of any proposed lease or loan.
- i. Whether the art, if donated, is donated with any restrictions.

The Committee will consider the application based on the criteria set forth below and make a recommendation to the City Council whether to accept the artwork and also recommended a site upon which to display the artwork.

4. ART COMMITTEE SELECTION/ACCEPTANCE PROCESS OF DONATED, LEASED OR LOANED ARTWORK

When reviewing works of art for possible loan, lease or gift to the City, the Committee shall determine the following:

- a. is the art thought-provoking, memorable or enduring and reflects the diverse social, cultural, or historic values of the City;
- b. is the art appropriate in terms of scale, form, content, and the environment;
- c. is the art durable relative to theft, vandalism and the environment;
- d. whether the art acknowledges and is sensitive to the importance of the contributions by local and regional artists to the City;
- e. whether the art is not religious iconography which might be perceived as government endorsement of religion in violation of the Establishment Clause of the Federal and State Constitutions;
- f. ensure that the art would not, when displayed, create a hostile work environment for public employees;
- g. ensure that the art does not depict graphic violence or overt sexual activity;
- h. is the art repetitive in that the City already has sufficient examples or better examples of the same type of object;
- i. whether the City has the facilities and resources necessary to accept the object, knowing that the City has limited facilities and resources;
- j. whether the person wishing to loan, lease or donate the artwork to the City is prepared to execute a contract or other document which, in the estimation of the City Attorney and City Manager, protects and serves the fiscal and other interests of the City;
- k. whether the artist who created the artwork that will be to loaned, leased or donated to the City is prepared to execute a waiver of their rights under California Art Preservation Act (Civil Code 987 and 989), the Visual Artist Rights Act (17 U.S.C. 106A, 113), and other applicable state and federal laws.

5. SITE SELECTION

When recommending sites for works of art for loan, lease, or gift to the collection, the Committee shall consider:

- a. whether the artwork can be properly installed, placed to be seen, and displayed with patron safety in mind;
- b. the compatibility of design and location within unified design, environmental or historical character of the site;
- c. landscaping, drainage, grading, lighting, and seating considerations;
- d. environmental impacts such as noise, sound and light;
- e. public accessibility to the artwork;
- f. impact on adjacent property owner's views; and
- g. impact on operational functions of the City.

Any site chosen for display of art shall not, however, be eligible for art display if the Director of Public Works and/or City Engineer determines that the use of the location for display of public art would interfere with use by pedestrians or vehicles, would create a safety hazard, or would otherwise be inappropriate.

6. PROCESS AFTER COUNCIL APPROVAL

The City Manager will notify applicants of the City Council's decision and ensure that the donor fill out the **Art Donation Agreement**, attached as Appendix 1. The offer to donate, lease or loan artwork may be withdrawn at any time up until execution of the agreement between the City and the donor(s). In addition, the artist must execute the **Waiver of Proprietary Rights** form attached as [Appendix 2]. [Draft in progress].

City shall not accept the artwork without the executed Art Donation Agreement and Waiver of Rights forms.

7. MAINTENANCE OF ART IN PUBLIC PLACES:

The City Clerk shall maintain detailed records of all artworks currently owned by the City and all artworks accepted by the City.

Upon receipt of the work of art pursuant to this policy, the City Manager will insure the work of art under its Insurance Coverage. The estimated value of the artwork will be the value provided on the Art Donation Agreement.

Maintenance of City-owned artwork shall be the responsibility of the City. The Public Works Director shall consider the condition of City-owned artwork each year in time for budget preparation and make recommendations to the Council regarding the estimated cost of appropriate maintenance activities. The Council shall have sole discretion to decide whether to undertake these activities.

Maintenance of loaned or leased artwork shall be the responsibility of the person loaning or leasing the art to the City. Prior to undertaking any such maintenance on City property, the person loaning or leasing the art to the City shall obtain the approval of the City.

8. REMOVING (DEACCESSIONING) ARTWORK

Leased or loaned art shall be removed at the end of the prescribed term, unless the Committee determines that early removal is appropriate under the criteria described below. Any artwork may be removed from public display following review by the Committee if:

- a. the artwork's physical or structural condition poses a threat to public safety;
- b. the artwork requires excessive maintenance, has faulty design or workmanship, and repair or remedy is impractical or unfeasible;
- c. the artwork has been damaged and repair or remedy is impractical or unfeasible;
- d. the condition or security of the artwork cannot be reasonably protected;
- e. significant changes in the use, character or design of the site have occurred and affect the integrity of the artwork;
- f. significant, adverse public reaction to artwork owned by the City has continued unabated over an extended period of time;
- g. the artwork violates the selection criteria in section IV of this policy; or
- h. removal is requested by the artist or donor.

Removal of art should be a seldom-employed action that operates with a strong presumption against removing works from public display. Where removal of the artwork may cause damage to it, the City shall comply with sections 987 and 989 of the California Civil Code.

Prior to removal of an artwork, the Committee shall prepare a full condition report, including any repair rendered, and shall make arrangements for removal. The City shall determine the estimated cost of removal. It shall be the responsibility of the person loaning or leasing artwork to the City to pay the cost of removing the loaned or leased artwork.

In addition, staff shall prepare a statement of reasons for the removal of (1) any leased or loaned artwork that is proposed to be removed before the end of its predetermined term, and (2) any City-owned artwork that is proposed to be removed. Staff shall also fill out the **Deaccessioning Request Form** attached as Appendix 3. A copy of the form and the statement of reasons shall be distributed to each member of the Committee for review at least one week prior to the meeting at which the removal of the work will be considered. Each member of the Committee shall physically inspect the work and the Committee shall vote on whether or not to remove the artwork. Prior to the Committee meeting, staff shall make a reasonable effort to locate the donor or his/her heirs to advise them of the City's consideration to remove the artwork and reasons for the decision.

A report of the decision to remove the artwork will be provided to the City Council. The decision of the Committee will be deemed final, unless a member of the City Council, within

thirty (30) days of the Council's receipt of the report, makes a successful motion, during the matters initiated portion of a City Council meeting, to place review the Committee's decision on a future Council agenda for consideration. Disposition of artwork shall be handled in accordance with the requirements of California Civil Code sections 987 and 989 and shall follow City procedures for disposition of surplus property as appropriate.

9. POLICY REGARDING LOANED AND LEASED ARTWORK

The City shall not accept loaned or leased artwork with a value of more than fifty thousand dollars (\$50,000.00).

10. FUNDING FOR ART IN PUBLIC PLACES

The City of Sand City shall establish a special reserve account designated as the Art in Public Places Fund. This reserve account shall be credited annually, with any funds allocated by the City through the budgetary process and monies received through donations or grants or otherwise obtained. The fund is to be maintained and administered by the City Manager.

This account shall be used for public art. Expenditures of funds may include, but are not limited to, the following uses: costs associated with the purchase, lease, transportation, installation, insurance, maintenance, repair, removal or restoration of artwork, and any costs to administer the Art in Public Places Program or purchase objects necessary for the proper presentation of the artwork. If individuals, entities, or groups donate undesignated funds to the Art in Public Places Program, the funds shall be deposited into the Art in Public Places Fund. The Committee may make recommendations to the City Council regarding the use of such funds.

Expenditures of funds may include the following uses:

- The cost of the public art itself including the artist's fee for design, structural engineering, and fabrication, the transportation and installation of the work at the site, identification signs, if any, mountings, anchorages, containments, pedestals, bases, or materials necessary for the property presentation and installation of the art.
- Water works, lighting, and other objects which are an integral part of the artwork.
- Walls, pools, landscaping, or other architectural elements necessary for the proper aesthetic and structural placement if the artwork.
- Maintenance and repair of the art through the Art in Public Places Fund.
- The design, construction, operation, and maintenance of art gallery space or cultural arts' display, demonstration, and performance space to be utilized by individuals and non-profit arts organizations.
- Developing and sponsoring artistic programs and events for the enjoyment and appreciation of art, heritage, and culture within the Sand City community. Funding the design, construction, operation, and/or maintenance of cultural and/or arts facilities, either at the development or off-site.

11. SPECIFIC POLICY REGARDING MURALS

A. Murals on Public and Private Property, sponsored by City

It is of great importance to the City to integrate art into its urban fabric. A collection of murals on buildings in Sand City would improve the resident and visitor experience while in the City, and enhance Sand City's distinct character.

i. The we. Mural Festival.

For the Fiscal year 2019-2020 Sand City has already dedicated revenue in its budget to be used for a mural festival called "we.". The process for selection of artists and sites for that festival is already underway. Many of the procedures set forth in this policy will therefore apply only to future City Sponsored murals. However, the City Manager should ensure all agreements required under this policy in place for all public murals including the "we." festival, and should further ensure that all finalists' renderings receive City Council approval prior to installation.

ii. Procedure for selection of Sites for murals

The Art committee will consider proposed sites and make a recommendation based on extent to which: the site is situated in a prominent location that can easily be viewed from the public right-of-way, safety considerations, the extent of interest of the property owner, landscaping, and any existing murals in surrounding area.

iii. Procedure for selection of Artists for City-sponsored murals

The City encourages the commission of works by artists from the Monterey County arts community. Sand City residents are especially to be considered to contribute to the unique identity of the City. However, this policy does not preclude consideration given to commissioning of regional, national, and international artists where appropriate.

Methods of selecting artists for public artwork may be based on the following:

- Open Competition – Publicly advertised calls for entry; any artist may submit proposals and/or qualifications.
- Limited Competition – Between invited parties.
- Specific Commission or Acquisition by the Arts Committee – This method would apply where limited or open competition would be impractical or inappropriate.

Artists' proposals or responses to a request for proposals (RFP) will be presented to the Arts Committee. Artists considered should have the credentials and/or track record and the ability to execute works of the scale envisaged, but this does not exclude opportunities for other artists of merit. Representatives of the City may choose to visit the artist's workspace or request that the artist present their portfolio of commissioned works prior to contract with the City.

Applications and background reports prepared by City staff shall be presented to the Arts Committee. If, after careful examination, the Arts Committee determines that the submission meets the required criteria, staff will work with the Committee to prepare a report to present to the City Council at a regularly scheduled City Council meeting.

Before the City funds any City-sponsored art, the following form must be completed by the proposed artist: **Agreement for Public Art**, Attached as Appendix 4.

iv. Procedure for approving design of City-sponsored murals

After the Arts Committee has selected an artist and a site for installation of the mural, the Committee must review the design of the mural, and make recommendations to City Council for final approval.

The Arts Committee will review sketches submitted by the artist and select two preferred sketches to be presented to the property owner(s) of the intended site. The City Manager and the Arts committee chair must ensure that the property owner has the opportunity to provide concept input regarding the design of the Mural prior to approval by City Council in the following manner:

- a. Property owner will be allowed to review up to two design sketches.
- b. If desired, property owner may request one revised sketch, then select the design he/she prefers (the "Final Sketch").
- c. If property owner is not satisfied with the Final Sketch, he/she has seven calendar days in which to object in writing.
- d. If no such objection is received by the City Manager within seven days of presenting the Final Sketch to the property owner, the City Manager will present the final design to the City Council.
- e. If the Council rejects the final sketch, the City Manager will ensure that the property owner has input on any redesign of the mural in the same manner as set forth above.

v. Procedure for Installation of City-sponsored mural.

Before any City employee or artist begins any preparatory or installation work of the mural on a building, the City Manager shall ensure that the property owner has executed the **Authorization and Release Agreement**, attached as Appendix 5, and will obtain the City Attorney's approval that all required agreements are in place.

The City Manager will coordinate with the property owner, the artist and Public Works to find a reasonable time and date for both preparation of the wall and for installation of the mural to occur. The City Manager will confirm the dates in writing and will notify the property owner of his/her obligation to: (1) remove any debris (including advertisements and brackets) from the wall on which the mural will be installed, and/or the workspace in front of the wall, in order to provide City Staff and/or Artists unobstructed access to a clean surface; and (2) if applicable, to

notify all tenants of the property of the date of any work Installation and to distribute to them any literature provided by the City in advance of any work on the wall.

City Public works staff will prepare the site by ensuring the wall is free of debris and painting a base coat on the wall. City Manager will coordinate the artist installation and if applicable, anti-graffiti clear coat to protect the completed mural from future damage.

vi. Maintenance of City-sponsored murals

The property owner is encouraged but not required to maintain the mural after it is installed. The property owner may not however destroy or cover the mural for two years after it is installed. After two years, the property owner may remove the mural at his or her own expense.

For two years after installation of the mural, the City will be responsible for touch-ups of the mural if needed due to graffiti and for removal of graffiti when it is reasonable to do so. If the mural is damaged, defaced, altered or destroyed the City may remove or repair or replace the mural.

No work on the site must be performed by an artist or City staff until and unless access to the building has been obtained in writing from the property's owner.

B. Murals on Private Property, not sponsored by City

Any Sand City private property owner wishing to create/install a mural at his/her own expense, but which will be visible from any public place within the City, shall submit a written description of the proposed mural to the City Manager, including the following information ("Application"):

- a. Proposed location of the artwork, including which wall on the location.
- b. Photo, plans, model or other visual representation of proposed artwork.
- c. Description of the artwork, including dimensions, and color.
- d. Name of Artist and if possible, Artist's biography.
- e. Documented approval by building owner.

2. The City Manager will forward the Application to the Arts Committee and the City's Planning Department.

3. The City's Planning Department shall review the Application in consideration of any applicable City ordinances (e.g., sign and design review requirements) and forward a recommendation to the City Manager and the Arts Committee.

4. The Arts Committee shall review the Application and any recommendations from City Planning Department to ensure the proposed mural does not include subject matter that is apparent representation of violence, inappropriate nudity, denigration of individuals or

cultures, or desecration of significant cultural symbols. The Committee will schedule the application to be reviewed by the City Council.

5. The City Council shall approve, conditionally approve, or deny the request to install the mural based on these guidelines, with consideration of recommendations from the Art Committee, Planning Department and the City Attorney (in the case of any First Amendment implications or other legal issues).

6. The City Manager will notify the applicant of the City Council's decision.

DRAFT



ART DONATION AGREEMENT

I. ACCEPTANCE

At its regular city council meeting on _____, the City Council of Sand City (hereafter "City Council") voted to accept your donation of art to the City of Sand City ("City"). The City Council is grateful for your generosity.

II. DONOR

NAME: _____
ADDRESS: _____
PHONE: _____ EMAIL: _____

III. ART WORK

TITLE: _____ Year of Creation: _____
MEDIUM: _____ ART SIZE: _____
FRAMED/UNFRAMED? _____ ARTIST: _____
ESTIMATED or APPRAISED VALUE: _____

NOTE: The City will not appraise the value of any gift for any reason, including income tax deductions. However, City staff, upon direction from the City Manager, will issue a gift receipt acknowledgement form at the donor's request.

IV. TERMS

By signing below, the donor understands and agrees to the following terms:

1. The donor attests that he/she is the rightful owner of the artwork, and it is unencumbered, at the time of donation to the City.
2. Once an item is accepted, the City shall be the sole owner of the donated item and will have the right to deaccession the item without providing notice to or obtaining the consent of the donor. The donated artwork may be sold, donated, given away, or otherwise disposed of by the City at its sole discretion.
3. The donor grants the item with no terms or conditions attached.
4. The donated art may not always be on display in the City.
5. As of the date below, the donation becomes final and irreversible.
6. In no event shall the City be obligated to pay the donor or any third party any fees or cover any expenses related to the donation, unless expressly agreed to in writing below.

V. SPECIAL PROVISIONS

VI. ADDITIONAL TERMS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

VII. SIGNATURES

For the City of Sand City:

CITY MANAGER

DATE

The Donor:

SIGNATURE

PRINTED NAME

DATE



**ARTIST'S WAIVER OF PROPRIETARY RIGHTS
(To be used for any Artwork Placed Upon City Property)**

Artist has designed a work of visual art. In consideration of the City's acceptance of the artwork for its public collection _____ ("Artist") agrees as follows:

Full Name of Artist

1. **Definitions.** "Artwork" in this Agreement means: (Add description, such as type, mural, medium): _____

TITLE, _____

DATE: _____

DIMENSIONS: _____

CURRENT LOCATION: _____

2. **Waiver.** Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Artwork.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Artwork if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

3. **Notices.** Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the City of Sand City, 1 Pendegrass Way, Sand City, CA 93955

Artist's address: _____

Artist's Phone number: _____ Email: _____

Artist understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the Work.

SIGNATURE: _____

DATE: _____

_____/_____/____



ART REMOVAL (DEACCESSIONING) REQUEST FORM

REQUESTOR INFORMATION

Name _____ Phone _____

Address _____ Email _____

Relationship to Artwork _____

BACKGROUND REPORT

Title of Artwork _____

Artist _____

Medium/materials _____

Maintenance procedure/schedule _____

Current Owner _____

Date of Installation _____

Current Location _____

Value (\$) _____

Reason why removal is requested: _____

To be completed by City:

- Approval of City Attorney (attach supporting documents)
- Approval of City Manager (attach supporting documents)
- Approval of Public Works Foreman (attach supporting documents)

Suggested Course of Action _____

Approved/Rejected by Arts Committee _____

Approved/Rejected by City Council _____



AGREEMENT FOR PUBLIC ART

(To be used for City-sponsored public art)

THIS AGREEMENT is executed this ___ day of ____, 20__ by and between the City of Sand City, a municipal corporation, (hereinafter "City") and _____ (hereinafter "Artist").

WHEREAS, the City has selected Artist to design and execute _____ ("Artwork") to be installed at _____ within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope.** Artist hereby agrees to provide to the City of Sand City, as the scope of services under this Agreement, the following services:

Additional information is further described on the following attachments: City's request for proposals ("RFP"), attached as Exh.A; the Artist's proposal, attached as Exh.B.

2. Additional Duties of Artist.

a. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

b. Artist must obtain design approval from the Sand City Arts Committee ("ARTS Committee") by presenting designs as required by the RFP prior to receiving a Notice to Proceed by City.

c. Upon issuance of a Notice to Proceed by City, Artist shall commence the final design and execution of the Artwork.

d. Artist must obtain approval from the Arts Committee regarding final placement of the Artwork. The location of the Artwork shall be referred to herein as the "Site."

e. If applicable, Artist shall provide City with the names of all subcontractors along with a copy of the agreement between the Artist and each subcontractor, and the subcontractor's City of Sand City business license. Artist represents that Artist will only employ people with all required licenses and certifications.

f. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina, or anti-graffiti coating, if applicable.

g. Artist must coordinate installation of Artwork with the City Manager, or designee, and the City's Public Works Director.

h. If installation does not meet criteria, to be determined by City Manager at his/her sole discretion, Artist shall continue working, at his/her own cost, until such time as final approval is obtained from the City.

i. Artist will notify the City Manager, or designee, immediately with any changed to scope or design of the Artwork.

j. Artist agrees to meet and confer with City regarding services set forth herein, as may be required by City.

k. Indemnification/Duty to defend: To the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.6) Artist shall indemnify defend and hold harmless City and any and all of its officials, employees 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 or wrongful act, error or omission of Artist, its officers, agents, employees or subconsultants in the performance of services under this Agreement. Artist's duty to indemnify, defend and hold harmless City shall not extend to the City's sole or active negligence.

l. Acknowledgment of no general liability insurance. Artist fully understands that Artist is solely responsible for Artist's actions and inactions while on this assignment, and fully understands that any liability, damage or difficulty caused, or alleged to be caused, by Artist, is solely Artist's responsibility, legally, financially, or otherwise. Artist understands that Artist can obtain general liability insurance to cover these risks but has chosen not to. Artist understands and acknowledges that the City will not supply or extend any insurance coverage or benefit to Artist for any liability, damage or difficulty caused by Artist during the term of this Agreement. *[NOTE TO CITY - this section should be added only if applicable – if artist does not carry general liability insurance.]*

m. Acknowledgment of No Workers Compensation Coverage. Artist fully understands that Artist is solely responsible for Artist's health, welfare and general well-being, and for that of Artist's employees or subcontractors, while conducting any activities required by the scope of work of this Agreement. Artist understands and acknowledges that the City will not supply or extend any workers compensation benefit required by any jurisdictions to anyone with independent contractor status and accepts no liability for the general health of Artist's employees/subcontractors during the term of this Agreement. Artist acknowledges that Artist may have an obligation to obtain workers compensation insurance on the behalf of Artist's or others but has declined to do so. *[NOTE TO CITY - this section should be added only if applicable – if artist does not carry Workers Compensation Coverage.]*

3. Duties of City.

- a. City shall provide, at no cost to Artist, any documents or information available to City that is reasonably required by Artist for performance of their duties.
- b. City shall assist Artist in securing all required city licenses; city permits and similar city required legal authorizations at the City's expense, as may be necessary for the installation of the artwork at the Site.

4. Time for Performance.

- a. Artist shall promptly commence the Artwork on, _____, 2020, however, no work shall begin prior to issuance of the Notice to Proceed.
- b. Installation of artwork must be completed by, _____, 2020, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions. Failure to perform in accordance with this provision will be deemed a material breach of this agreement.

5. Compensation.

- a. For services rendered herein, City shall pay Artist a sum not to exceed _____dollars (\$_____) for the performance of this Agreement. Artist shall furnish services as described in Exhibit A and B of this Agreement. Terms and Conditions for Payment are attached in Exhibit C of this Agreement.
- b. Payment is contingent upon performance of terms and conditions of this agreement to the satisfaction of City.
- c. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Artist and paid for by City only after a fee for said services has been agreed upon between City Manager and Artist and City Manager has provided written authorization for the additional work
- b. Artist shall keep the terms of this Compensation Section confidential. Any breach of this Section may result in termination of this Agreement and/or any forfeiture of rights to participate in future Festivals or other City events.

6. Artist Warranties.

a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that at the time of executing this Agreement, Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any license and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

b. Originality. Artist warrants that the design of the Artwork is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork.

c. Public Safety. Artist represents and warrants that the Artwork will not pose a danger to the safety of persons or property in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement. Artist agrees to cooperate with City in making or permitting adjustment to the Artwork if necessary, to eliminate hazards that become apparent after the Artwork is accepted by City.

d. Acceptable Standard of Display. Artist represents and warrants that: (1) general routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display; (2) foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and (3) with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

7 . Acceptance of Artwork. The Artist must notify the City when the Artwork is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed ("Letter of Acceptance"); or (2) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork.

8. Transfer of Title to Artwork. Title to the Artwork shall remain in Artist's name until City has accepted the Artwork as completed and it is installed to the satisfaction of City. Once the City has issued a Letter of Acceptance the City will be the sole owner of the Artwork. Transfer of title shall be self-executing upon City's Final Acceptance. Artist shall bear all risk of loss of the Artwork until title has been transferred to City.

9. **Maintenance.** Not later than completion of the Artwork, Artist shall supply City with any instructions for proper care of the Artwork. The City recognizes that maintenance of the Artwork on a regular basis according to the maintenance instructions is essential to the integrity of the Artwork. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Artwork will be made.

10. Artist's Moral Rights; Waiver of VARA and CAPA Rights.

a. Subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, shall have the absolute right to alter, repair, modify, replace, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the Artwork in City's sole judgment. For example, City may Modify the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for modifying the Artwork.

c. To the extent practical, during the ten years following the Final Acceptance of the Artwork, the Artist shall be given the opportunity to consult on repairs or restorations of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed to the charges in writing. If the Artwork is to be repaired or restored and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to repair or restore the Artwork and City may contract with any other qualified art conservator or artist for such repair or restoration.

d. If City alters the Artwork without Artist consent in a manner that is prejudicial to Artist's reputation, Artist may disclaim authorship of the Artwork.

e. City shall have the right to donate or sell the Artwork at any time. Before exercising this right during the lifetime of the Artist, City, by written notice to Artist at Artist's last known address, agrees to give Artist the opportunity to purchase the Artwork for the amount of any offer which City has received for the purchase of the Artwork, plus all costs associated with the removal of

the Artwork from the Site, clean-up of the Site and delivery to Artist. Artist shall have thirty (30) days from the date of City's notice to exercise the option to purchase the Artwork.

11. Copyright vested in City. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverable produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Artist will retain rights for portfolio and personal promotional use in addition to rights to all originals, sketches, comparables or other preliminary work. To the extent reasonably possible, authorship credit in the name of the Artist shall accompany the work when it is reproduced by the City.

12. Reproduction and Distribution.

a. Artist agrees that City may use Artist's Submittals for the purposes related to the development and consideration of the Artwork Design, including without limitation, obtaining any and all approvals of the Artwork Design and the Artwork. Artist authorizes City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other noncommercial purposes.

b. For purposes of this Agreement, the following are deemed to be reproductions for noncommercial purposes: reproduction of the Site, where the Artwork is incidental; in catalogues, books, slides, photographs, postcards, posters and calendars; in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations; and in electronic newspapers, websites, blogs and other electronic formats for news, review or commentary. Artist shall also allow City to publish reproductions to provide information to the public on the City's public art or to otherwise promote the City's public art program, even if the publication occurs within art publications, on commercial television stations, in other commercial publications or on the internet.

c. On any and all such reproductions, City shall not be required to place a copyright notice in the form and manner otherwise required to protect the copyrights in the works under the United States copyright law.

d. **Public Records Requests.** Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the California Public Records Act.

13. Waiver. The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

14. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. No Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

16. Conflict of interest. Artist hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

17. Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God," war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Artist and which cause such party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than the payment of money. If either Artist or City is delayed or prevented from the performance of any act required by this Agreement by reason of acts of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Termination. City may terminate this Agreement upon ten (10 day's written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

20. Agency. In performing the services specified in this Agreement, Artist is hereby deemed to be an independent contractor and not an agent or employee of the City.

21. Laws. Artist agrees that in the performance of this Agreement it will comply with all applicable State, Federal, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, relating to the subject matter hereof. Any modification to this agreement will be effective only if it is in writing and signed by both parties.

23. Conflict of Interest. Artist hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Sand City, California

City:

Aaron Blair, City Manager

Date

Artist:

Name:

Date

Exhibits:

A: Scope of services/RFP if applicable

B: Artist's Proposal

C:

Exhibit A -Services Rendered

[Note to City: Terms in this exhibit should include who pays for installation/transport of art]

DRAFT

Exhibit B- Artist's Proposal

DRAFT

Exhibit C – Terms and Conditions for Payment

Note to CITY - Some suggested terms:

- Compensation under this Agreement shall become due and payable [30] days after submission of written invoice to city.
- Invoice shall be submitted monthly.
- invoices must include details of description of work on an hourly basis.

DRAFT



AUTHORIZATION AND RELEASE
(To be used for City-sponsored Mural)

This Sand City Authorization and Release ("Agreement") is made on _____ ("Effective Date") between the City of Sand City ("City") and _____, the owner(s) of the property listed below ("Property Owner(s)"), together referred to as the "Parties."

WHEREAS, the Sand City public art project was created to replace illegal graffiti with art, revitalize sites within the City, and create a shared cultural experience for the community; and

WHEREAS, murals play an intricate role in conveying the history of our community, beautifying the City, and advancing the arts; and

WHEREAS, the City has adopted a process for the placement of public art murals on public and private buildings throughout Sand City; and

WHEREAS, in order to help revitalize the City in which he/she owns property, the Property Owner desires to make an exterior wall available on his/her property for a public art mural; and

WHEREAS, to comply with the City's public art guidelines, Parties desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, and maintenance of the mural.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property Owner is the owner of the property at the following address: _____ Sand City, California ("Property").
2. Property Owner agrees to allow installation of a mural on the Property, with the design approved by Sand City's City Council ("Mural"), on a wall facing _____ (north/south /east/west) (the "Wall"). **Property Owner covenants that he/she is authorized to permit the mural's installation upon the Wall, and will permit Artist to do so following this Agreement's execution.**
3. Term. This Agreement begins on the Effective Date, and remains in effect until two (2) years after the Effective Date (the "Term"), unless City grants a written time extension as set forth in this Agreement.

4. Property Owner's Additional Rights & Responsibilities:

- 4.1. Agreed Mural Selection Process: Property Owner agrees that, while the artist selected by the City ("Artist") is responsible for the execution of the Mural, Property Owner may provide concept input regarding the design of the Mural prior to approval by Sand City's City Council ("Council"). Property Owner will be allowed to review up to two (2) design sketches and request one (1) revised sketch, if desired, before the final design of the Mural is rendered ("Final Sketch"). City will provide Property Owner a copy of the Final Sketch and Property Owner will have seven (7) calendar days in which to object in writing to the Final Sketch. If no such objection is received by the City Manager within seven (7) days, the Property Owner agrees to have no further input on the design of the Mural. If such an objection is received, this Agreement will be considered to be terminated as of the date of City's written receipt of such objection.
- 4.2. Debris removal. Prior to installation of the Mural, Property Owner agrees to remove any debris (including advertisements and brackets) from the Wall, and/or the workspace in front of the Wall, in order to provide City Staff and/or Artists unobstructed access to a clean surface.
- 4.3. Access. Property Owner agrees to allow City Staff and/or Artists access to the Property to: (a) prepare the Wall; (b) install the Mural ("Installation"); and (c) provide any required graffiti abatement required in this agreement. Property Owner agrees to allow such access at a time and date agreed upon between the Parties. Property Owner further agrees to provide such access within two (2) weeks of receipt of the City's written request for access.
- 4.4. Notify Tenants. Property Owner agrees to notify all tenants of the Property (if applicable) of the date of any work Installation and to distribute to them any literature provided by the City in advance of any work on the Wall.
- 4.5. Optional Coating. Property Owner is allowed the option of granting City Staff and/or Artists access to the Wall to apply an anti-graffiti clear coat to protect the completed Mural from future damage ("Coating").
- 4.6. Maintenance/Removal. Property Owner is encouraged but not required to maintain the Mural after Installation, provided however that Property Owner agrees not to obstruct, cover, modify, destroy or remove the Mural for two (2) years after Installation. After such two year period, Owner may remove the mural at Owner's expense.
- 4.7. Indemnification/Hold Harmless: To the fullest extent permitted by law, Property Owner agrees to indemnify and hold harmless City and any and all of its officials, employees consultants, volunteers 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 or wrongful act, error or omission of Property Owner or its agents (or any entity or individual that Property Owner shall bear the legal liability thereof) in the performance of this Agreement. Property Owner's duty to indemnify and hold harmless shall not extend to the City's sole or active negligence. This provision shall remain in effect beyond the expiration of the Term.

5. City's Rights & Responsibilities:

- 5.1. Non-interference. City will use its best efforts to not interfere with the business of the Property Owner during any preparatory work, Installation or Coating.
- 5.2. Graffiti Abatement. City will be responsible for touch-ups of the Mural if needed due to graffiti and for removal of graffiti when it is reasonable to do so. City's obligation for such touch-ups will extend for two (2) years after Installation, after which time City will have no continued obligation for such abatement.
- 5.3. Mural Damage. If the Mural is damaged, defaced, altered or destroyed by human acts or by acts of nature, the City retains the right to remove, modify, restore, repair or replace the Mural, provided that any replacement of the Mural with a design other than that set forth in the Final Sketch is subject to Property Owner's review as required by section 4.1 of this Agreement.
- 5.4. Reproductions. City has a right to photograph and reproduce images of the Mural in any media and for any purpose.

6. Miscellaneous Provisions:

- 6.1. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.
- 6.2. Notices: Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient. To CITY: City of Sand City, 1 Pendergrass Way, Sand City, CA 93955, Attention: City Clerk; To Property Owner:_____.
- 6.3. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

6.4. Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

6.5. Limitation of Liability. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this Agreement, or any activities performed in connection with this Agreement, regardless of whether a claim made by that party is based on contract or tort. The provisions contained in in this section 6.5 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties on the date above written in Monterey County, California:

City Manager

Date

ADDITIONAL PROPERTY OWNER INFORMATION

_____ I agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

_____ I do not agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

Property Owner Name #1 (Please Print)

Signature/date

Phone number

Email

If APPLICABLE: Property Owner Name #2 (Please Print)

Signature/date

Phone number

Email

AGENDA ITEM

7C



ChamberConnection

Big Sur
Carmel
Carmel Valley
Del Rey Oaks
Marina
Monterey
Pacific Grove
Pebble Beach
Sand City
Seaside

Business & Economic Resources

Monterey Peninsula Chamber of Commerce: **Business Roundtable – 4/14/2020 –10:00am**

MISSION: Success in two stages of the Coronavirus threat:

- 1) Response to the immediate threat
- 2) economic recovery when the threat diminishes.

RECAP

Response to immediate threat : Updates

1. **City of Monterey:** Renters Assistance program (\$600K) and Small Business Fund (\$1M) will be presented for approval to City Council next week on 4/21. Mechanism to add City oversight to grants and loans. NCIP and CIP are off-line now, and the backlog is proposed to be re-appropriated to ensure a balanced budget. Savings for Economic Uncertainty will remain untouched at this time. Rent deferment to City tenants in effect 4/8.
2. **Hospitality & Tourism:** MCCVB put a recovery taskforce in place. Confirmed internal cuts of 80% of payroll. Overall impact on local

industry workers is 50%-60% or 12,500 – 15,000 affected. Marketing plan is being developed in conjunction with MBay Aquarium. First target will be locals, then the drive market with 2021 the year to see slow recovery. Group business is active for 2022-2024.

3. **Health Care:** Statewide: 25,000 positive cases are counted, or an increase of 2,000 over the previous day. California Department of Health predicts that it will peak at end of April. Countywide: 87 positive cases, 5 of which are at CHOMP. Level of supplies is at Green level (Good). Montage Foundation accepts donations to its response fund, as normal income is greatly diminished. Only COVID-19 and emergency cases are taking place.
4. **State of California:** Update on Legislature, still in recess until 5/4/2020. Formation of a pact CA-OR-WA to show unity of efforts. iBank will receive added resources. With help from business community, some relief is expected via insurance companies. Comeback expected as 7/2020.
5. **Monterey County:** n/a
6. **Community Foundation:** *COVID-19 Relief Fund for non-profit agencies collected \$2.3M in 3 weeks. Deployed \$1.1M. Funds originated from private foundations and donors. A Monterey Peninsula Small Business Relief Fund was started last week by MP Chamber. Committees are being formed for grant process and fundraising purposes. The structure will be finalized by 4/17/2020.*
7. **Banking, SBA Loans:** n/a
8. **Human Resources:** Found on montereychamber.com.
9. **Education:** MPUSD has adopted distance learning until the end of school year. Because of challenge of lack of universal internet access, hot spots are developed and individual cell tower is built with Redshift. "Grab 'n Go" program is in place (11,500 meals delivered last week) together with a drive-in distribution with Food Bank (1,000 bags picked up last Friday) Homeless MPUSD families: 25 are living on hotel vouchers. 75 are unsheltered. Emergency assistance is needed to identify hotel/motel blocks of rooms. Contact:

pkdiffenbaugh@mpusd.k12.ca.us.

10. Communication between organizations. Great unity of messaging and purpose between MP Chamber/MCCVB/MCHA and the City of Monterey
11. Good News to share? *Good results from this group!*
12. Next teleconference will be held **Tuesday 4/21/2020 at 10:00am**

Participants:

<https://www.montereychamber.com>
<https://www.unitedwaymcca.org>
<https://www.montereycountybank.com>
<https://www.canneryrow.com>
<https://www.pacificvalleybank.com>
<https://www.pinnacle.bank>
<https://www.raynetech.com>
<https://www.monterey.org>
<https://www.cfmco.org>
<https://www.tpohr.com>
<https://www.seemonterey.com>
<https://www.mcha.net>
<https://www.montereycountypoa.org>
<https://www.oldmonterey.org>
<https://www.chomp.org>
<https://www.jeaandassociates.com>



Emergency Financial Help Survey

Tell us about your experience seeking financial assistance during the pandemic. Please complete the survey using the link below. We appreciate your cooperation.

[EMERGENCY FINANCIAL SURVEY](#)

Upcoming Events

Ways To Help



We're all in this together.

Chamber of Commerce members,

During these challenging and uncertain times, it is more important than ever that we support one another in any way we can. Our healthcare workers serving on the front lines of the COVID-19 pandemic need our support, too.

Montage Health is looking to partner with local businesses to do just that, as well as to drive traffic to your business.

Businesses interested in offering a "healthcare worker discount" — a 10% discount off the total bill — will be included on a list of Montage Health *COVID-19 Community Partners* and promoted to all Montage Health employees through internal channels.

To streamline the process, customers would simply show their Montage Health ID badge to receive the discount upon payment. No coupon or other form of validation would be required. (If a code is needed for online order processing, please use MH10).

If you are interested in joining this partnership, please email MONICA@MONTEREYCHAMBER.COM for more information.





CAL COASTAL
A SMALL BUSINESS LENDER



Monterey County to Create Emergency Microloan Fund for Local Small Businesses

Monterey County is creating an Emergency Microloan Fund within its Small Business Revolving Loan Program with Cal Coastal to assist local small businesses impacted by COVID-19.

“There is a strong need for quickly accessible, small-sized loans to newer, smaller businesses affected by closures due COVID-19,” explains Lee Takikawa, President of California Coastal Rural Development Corporation. “Monterey County has hundreds of small businesses that could be helped with small-sized loans of \$25,000 or less.”

Monterey County’s Economic Development Department is proposing to set aside a portion of its existing federal loan funds for the COVID-19 Microloan Fund. Businesses can apply for loans up to \$25,000 at a reduced interest rate (rate at 75% of WSJ Prime). Loans will have up to a 5-year term, with payments deferred for up to 9 months (loan structure will be determined on a case-by-case basis depending on the Borrower’s ability to pay). The underwriting, approval, and closing process will be streamlined and will be designed to facilitate rapid deployment of capital to businesses in need.

The County has approximately \$661,000 in federal funds available for lending, which could help an estimated 25 businesses. The program is first come, first serve. The County wants to make sure that all businesses in the County can access these funds and has reserved funds for South County businesses that apply by May 15, 2020.

To be eligible for a microloan, businesses:

- Must be located within Monterey County.
- Should have between 2-10 employees.
- Should have annual revenues that do not exceed \$2,000,000.
- Be an operating business, not a passive real estate entity
- Have been in business for a minimum of one year, and able to provide a 2018 Federal Tax Return and interim financial statements;
- Must present a feasible plan to recover post-disruption.
- Be current on federal income taxes.

The cities of Gonzales, Greenfield and Salinas have also expressed an interest in creating loan funds to assist businesses within their jurisdictions.

To find out more about microloans or to apply, contact California Coastal Rural Development Corporation, which is managing this project at www.calcoastal.org or (831) 424-1099.

GIFT CARD MARKETING PROGRAM

*Generate cash flow and engage
local Monterey customers*



PERFECT FOR:

Hotels
Restaurants
Salons
Retail Shops
and More

Complimentary Setup for a Limited Time

Contact Eric Fitzgerald at:
eric@marketingspringboard.com / 832-303-3941