



REGULAR MEETING

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

TUESDAY, FEBRUARY 16, 2021

5:30 PM

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

Regular Meeting - Tuesday, February 16, 2021
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT. TO PARTICIPATE IN THE ZOOM ARTS COMMITTEE MEETING LIVE:

<https://us02web.zoom.us/j/4417277342>

Meeting ID: 441 727 7342#

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 441 727 7342#

If prompted to enter a participant ID, press #

How to submit written Public Comments:

If any member of the public would like to provide written comments at the meeting, please do as set forth below.

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 connie@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).

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above.

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**

- 4A. City Manager Memo
[CityManagerMemo.pdf](#)
[Sand City Commercial Cannabis Survey.pdf](#)

5. COMMUNICATIONS

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

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

6. CONSENT CALENDAR

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

- 6A. Approval of February 2, 2021 Sand City Council Meeting Minutes
[February 2, 2021 Council Meeting Minutes.pdf](#)

7. PRESENTATION

- 7A. Presentation by Major John Bennett of the Salvation Army Monterey Peninsula Chapter regarding the Sabu Shake Sr. Good Samaritan Center
- 7B. Discussion and Presentation of Community Survey
[CommunitySurveyDecFeb20_21.pdf](#)

8. NEW BUSINESS

- 8A Discussion and Consideration of 2021 West End Celebration
[Staff Report WEC 2021.pdf](#)
[WEC 2021 Proposal.pdf](#)
- 8B. Consideration of City RESOLUTION Amending the West End Mural Festival Artist Procurement and Curation Service Agreement and Approving Budget Allocations for the West End Mural Festival
[Staff Report and Resolution SoGnar 2021 Service Agreement.pdf](#)
- 8C. Consideration and Discussion of Possible Street Name Change
[Staff Report. Changing the Name of a Portion of East Avenue](#)

8D. Comments by Council Members on Meetings and Items of Interest to Sand City

8E. Upcoming Meeting and Events

9. ADJOURNMENT

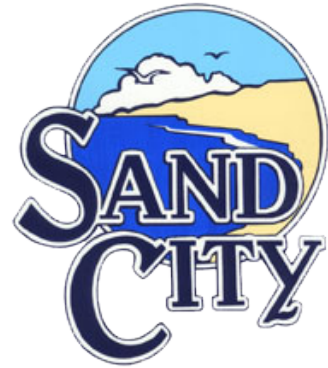
The current agenda is available in PDF format on our website at:
www.sandcity.org

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

**AGENDA ITEM
4A.**

City Manager Memo

MEMO



To: Honorable Mayor and City Council Members

From: Aaron Blair, City Manager

Date: February 10, 2021 (Meeting Date: February 16, 2021)

Re: City Manager Update

Committee Meetings:

1. There is a budget committee meeting on February 22nd to review the FY 20-21 Budget Amendment #1.
2. I will be scheduling a Public Works/Public Safety Committee meeting in late February (TBD) to review the Pavement Management Program.

City Capital Improvement Projects, Public Works:

1. Electrical Upgrades. Designs are complete. Staff met with the contractor on site to go over the project on 2/9.
2. Catalina Stormwater Grant. Grant awarded. Staff is following up with the grant funder to verify funding and payment expectations. Next steps including moving the design to a 60% completion.
3. Contra Costa Stormwater Grant. Our application was submitted several months ago. We anticipate hearing something related to the grant toward the end of the year.
4. West Bay Repairs. Design is complete and staff is awaiting an updated bid for the construction/repairs.
5. Public Works staff installed cigarette butt recyclers at each of our beach access points on 1/20.
6. Storm water interceptor maintenance RFP. Engineering to send the City Manager the draft RFP for review before the end of February.
7. Calabrese Park. We have two different projects in the works.
 - a. CDBG funded ADA improvements (CDBG ADA matching Grant \$90,000). The design is complete and we should have a bid for the work for staff to review in a couple weeks.
 - b. Grant award for playground improvements: \$177,952. This is on hold until the above ADA construction gets underway.
8. Cal Am/Sand City desal wells.

- a. We have reached an agreement with CalAm on all the legal aspects of the MOU. Pending Council Approval.
- 9. Pavement Management Plan (PMP) – Staff has reviewed the existing road conditions and now is waiting for a field review from Engineering. The next step is to review the field conditions and then implement repairs based on available funding.

Sustainable Transportation Plan & Parking Plan

- 1. Staff is currently reviewing the draft parking plan.
- 2. We have a sustainable transportation plan staff/EMC meeting scheduled for 2/18.

City Staff

- 1. Meetings:
 - a. I participated in the monthly Monterey Bay Area City Managers meeting is on 2/14.
 - b. I continue to attend the bi-weekly CalEOS and weekly local meetings on COVID-19.
 - c. I have a Blue Zones Expansion/Sand City, Built Environment Discussion on 2/19.
 - d. I participated in the Arts Council of Monterey Facebook Live Artist Spotlight on 2/10 to discuss the we. murals.
 - e. I participated in the Urban County Public Service Rating & Ranking for CDBG funds on 2/5.
 - f. I participated in the Urban County Standing Committee to discuss project “Roomkey” on 2/10.
 - g. Our monthly engineering and public works staff meeting to go over current projects will be on 2/18.
 - h. Planning, Building, and Engineer staff held a preconstruction meeting with Tesla on 2/3.
 - i. The Mayor and I met with Steve Vagnini on 2/2 to go over his 2021 West End Celebration proposal.
 - j. The City Attorney, Planner, Chief, and I meet to go over our road map to cannabis on 2/8.
 - k. I participated in a Homeless Coalition meeting on 2/4.
- 2. Website, Social Media, and Communications.
 - a. City of Sand City Social Channels: @SandCityCA
 - i. Facebook: 255 (+0) | Twitter: 94 (+1) | Instagram: 1003 (+4)
 - b. The Sand City Art Committee (@SandCityArt)
 - i. Facebook: 568 | Instagram: 816 (+15)
 - c. The February E-Newsletter went out on 2/1.
 - d. The Commercial Cannabis Survey was posted on 2/10.
 - e. Initial results of the Community Survey will be presented to Council on 2/16.

Code Enforcement

1. I had a meeting with 4leaf on 1/26 to discuss current code enforcement cases.

Community Development

1. Building Services Department. Staff has been discussing a fee schedule update. I updated staff that I am working with 4Leaf to bring forward a recommendation on City building fees. The goal is to have something for Council to discuss in the next couple months. Staff met on 2/4 to go over the current City fee structure.
2. Seaside Sanitation Upgrades. There is a planned sewer upsizing along Ortiz between Contra Costa and Holly. You may see some potholing related to this project in the near future. No new information to share at this time.
3. Public Art, Events, & Placemaking:
 - a. we.murals
 - i. The Arts Council of Monterey held a Facebook Live Artist Spotlight on 2/10 to showcase the we. murals
 - b. 2021 West End Celebration. Steve Vagnini will be before the Council on 2/16 to discuss his proposed plans for 2021.
4. Business Development: Most business prospects continue to be hesitant due to the current shelter in place restrictions.
 - a. I have been communicating with the leasing management at the Sand Dollar shopping center about possibilities and progress being made on the vacant storefront. Sounds like there will be some positive forthcoming announcement of new tenants. Chuck and I met with a representative of the Sand Dollar shopping center and a possible new business on 1/21.
 - b. Cellphone Repair (CPR) announced they are opening a new location in the Sand Dollar shopping center.

TASK LIST (Quarter represents Fiscal Year)

Public Works/Engineering

- Storm water interceptor maintenance contract: RFP (3rd quarter)
- *CIP*-Calabrese Park Improvements A (3rd and 4th quarter)
- *CIP*-Pavement Management Program (3rd and 4th quarter)
- *CIP*-Edgewater Habitat Restoration (3rd & 4th quarter)
- *CIP*-West Bay Street Repair Project (3rd and 4th quarter)
- *CIP*-West End SW Improvement Projects (TBD)
 - Contra Costa St. (Grant Funding requested)
 - Catalina St. (Grant Funding requested)
- Sand City Water Supply Project (SCWSP) Phase 1 New Wells (2020/21)
- *CIP*-City Hall Electrical Service Updates (3rd and 4th quarter)

Community Development/Planning

- *CIP*-Parking Strategy Plan (Implementation Phase)
- Sustainable Transportation Plan (Implementation Phase)
- Accessory Dwelling Units Code Amendment (3rd quarter)
- Short-term rental ordinance workshop (3rd & 4th quarter)
- Fee schedule Update: Fee Study (4th quarter)
- iWorQ: (Implementation Phase)

Finance/Clerk/HR

- 2021/22 Budget & CIP Process (3rd & 4th quarter)

Economic Development

- Carroll Property reuse (2020/21)
- McDonalds Remodel (Permit Review)
- Ocean View Ave at Fell St. SFD (Under Construction)
- 756 California Avenue (Complete)
- 460 Elder Expansion (Permit Review)
- Monterey Bay Shores (Site Work: On Hold)
- 534 Shasta Commercial Building Expansion (Permit Issued)
- Monterey Bay Collection (Permit Review Coastal Commission)
- Target Remodel (Permit Issued)
- Catalina Lofts (Under Construction)
- Telsa Charging Stations (Edgewater – Permit Issued)
- Ashley Home Furniture (Memorial Day 2021)
- South of Tioga
 - Community Finance District (Pending)
 - Sliver properties (Pending)
 - Lot line Adjustment (Pending)
 - Subdivision Improvement Agreement
 - Final Map

Sand City Commercial Cannabis Survey

Sand City values feedback, especially as we plan for the future of our community.

While California legalized cannabis (marijuana) with the passage of Proposition 64 in 2016, it is up to each municipality to decide if and how commercial cannabis retail, manufacturing, cultivation, events, and/or testing should be conducted in their communities. To date, the City of Sand City has not allowed for commercial cannabis retail, manufacturing, or cultivation. In our region, the cities of Seaside, Del Rey Oaks, and Marina, and the County of Monterey (unincorporated areas of Carmel, Big Sur, Moss Landing, et al.) have allowed commercial cannabis operations.

For more background on California Cannabis Legislation, please visit the California Cannabis Portal at <https://cannabis.ca.gov/>. While the legislation begins at the state level, each City has the opportunity to enact its own Cannabis laws and regulations based on many factors, including what's the best for a particular community as a whole; provided those regulations do not conflict with State law. At the February 2, 2020 City Council Meeting, staff provided a Roadmap to Cannabis, and received direction to start obtaining Stakeholder feedback in order for Council to determine whether to amend its municipal code to allow commercial cannabis activities in Sand City.

The City is seeking input from the community to help guide this process. This survey should take about 5 minutes to complete. Data from the survey will be compiled and the overall results will be used to assist the planning process. Please submit your completed survey by 11:59 p.m. on March 12, 2021.

For each question, please select the answer that best reflects your position, values or beliefs regarding potential commercial cannabis businesses in the City of Sand City. Thank you for taking the time to have your say!

1. Which of the following best describes you?

- Sand City resident
- Sand City business owner
- Other (please specify)

2. General Views on Commercial Cannabis activities in Sand City.

1-Strongly Support 2-Somewhat support 3-No opinion/ don't care 4-Somewhat opposed 5-Strongly opposed

In general, do you support or oppose allowing commercial cannabis businesses in Sand City?

In general, do you support or oppose allowing storefront cannabis retailers in Sand City?

3. Storefront Cannabis Retailer Locations. Storefront cannabis retailers are commonly allowed in commercial districts where other similar types of retail stores may be located. However, the City may limit storefront retailers to only specific types of commercial districts. How strongly would you agree with each of the following statements?

1-Strongly Agree 2-Somewhat Agree 3-No opinion/ don't care 4-Somewhat Disagree 5-Strongly Disagree

Storefront cannabis retailers should be limited to the regional shopping centers only.

Storefront cannabis retailers should be allowed in all commercial and mixed-use zoning districts, like any other store.

Storefront cannabis retailers should be limited to the West End only.

4. Number of Permits. Some cities have chosen to limit the number of permits that will be issued for various types of cannabis businesses. This can be done on a “first come/first served” basis, or by a lottery, or by a competitive ranking process. Limiting the number of permits can make each one more valuable, which generally benefits those applicants with more business experience and greater financial capacity. This is especially true for retailers, as it can drive more customer traffic to each location. Based on this information, how strongly would you agree with the following statement?

1-Strongly Agree 2-Somewhat Agree 3-No opinion/ don't care 4-Somewhat Disagree 5-Strongly Disagree

The City should limit the number of permits issued for storefront cannabis retailers.

5. Community Concerns. Commercial cannabis businesses may have the potential to produce a number of impacts on the surrounding community. Some of these concerns may be common to other retail businesses, such as traffic, parking, signage and lighting. Others, such as odors, may be more specific to cannabis businesses. How strongly do you agree or disagree with the following potential concerns from storefront cannabis retailers?

	1-Strongly Agree	2-Somewhat Agree	3-No opinion/ don't care	4-Somewhat Disagree	5-Strongly Disagree
I am concerned about traffic and parking impacts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am concerned about visual impacts such as signage and lighting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am concerned about nuisance impacts such as noise, odor or loitering.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am concerned about public safety impacts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. Other types of Cannabis operations. Commercial cannabis has multiple types of business functions. How strongly do you support or oppose with the following potential types of cannabis operations?

	1-Strongly Support	2-Somewhat support	3-No opinion/ don't care	4-Somewhat opposed	5-Strongly opposed
Retail Storefront	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Commercial Cultivation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Delivery	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Product Manufacturing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Please provide any additional comments you may have. If you would like to be included in future Sand City Communications like the E-Newsletter please insert your email below.

**AGENDA ITEM
6A.**

**Approval of February 2, 2021 Sand City
Council Meeting Minutes**

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

Regular Meeting - Tuesday, February 2, 2021
5:30 PM

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

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

AGENDA ITEM 1, ROLL CALL

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

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Connie Horca, Acting City Clerk

Guest: Therese Courtney, Hayashi & Wayland
Mike Nolan, Hayashi & Wayland

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

City Manager Blair announced that the E-Newletter was circulated. Public Works staff also installed cigarette butt holders along the beach, and that Staff is communicating with Mr. Vagnini regarding a 2021 West End Celebration and hopes to have an update for the Council at a future Council meeting.

AGENDA ITEM 3, COMMUNICATIONS

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

There were no comments from the Public in person, via writing or through telecommunications regarding items not appearing on the agenda.

5:33 P.M. Floor closed to Public Comment.

AGENDA ITEM 4, CONSENT CALENDAR

- 4A. Approval of the January 19, 2021 Sand City Council Meeting Minutes. *{Acting City Clerk Horca suggested a change in the minutes on page 17, Item 7A regarding*

update on the new laws to change the Eviction Moratorium to the correct Assembly Bill 3088}

- 4B. There was no discussion of the City Donation/Contribution to St. Jude's Children's Research Hospital for \$250 on behalf of Johanna Pooler.
- 4C. There was no discussion of the City/Successor Agency Monthly Financial Report, December 2020.

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

AGENDA ITEM 5, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 6, PRESENTATION

- 6A. Presentation of Certificates by Mayor Mary Ann Carbone to the participants of the October 12, 2020 Indigenous Peoples Day Celebration**

Mayor Carbone thanked the Council for approving the resolution three years ago changing Columbus Day to Indigenous Peoples Day. In October of 2020, an outdoor event was held that followed State social distancing and mask guidelines, as well as cooking and craft demonstrations, dance presentations, and resource tables. She thanked several individuals for their participation and presented certificates of appreciation to Samantha Chioino, Payton Tillman, Jackson Tillman, Carte Tillman, Elias Manjares, Ron Manjares, and Michael Chioino for their participation, donation, and support of the October 12, 2020 Indigenous Peoples Day Celebration.

AGENDA ITEM 7, PUBLIC HEARING

- 7A. Presentation on and Consideration of the Audited Financial Statements for the Year ended June 30, 2020 and Independent Auditors Report by Therese Courtney, Mike Nolan, and Maira Reid of Hayashi and Wayland, LLC (10 minutes)**

City Manager Blair reported that on January 22, 2021, the Budget/Personnel Committee received a presentation for the audit for the year ended June 30, 2020 and is before the Council for their consideration. He thanked Finance Specialist Devon Lazzarino for the time and effort she placed working with the auditors. Ms. Lazzarino made all the necessary adjustments and is confident that the City is in good hands moving forward. He introduced Therese Courtney and Mike Nolan from Hayashi and Wayland.

Ms. Courtney acknowledged Staff and Devon for the promptness in getting information to them. She reported that the audit objectives are an opinion of whether

the financial statements of the City are reasonably stated in accordance with generally accepted accounting principles, and that an unmodified opinion of the financial statements in all material respects, are fairly presented in accordance with generally accepted accounting principles. Ms. Courtney noted that there were no significant or unusual transactions, that accounting estimates are reasonable, there were no disagreements with management or consultations with other accountants, uncorrected misstatements, and no significant difficulties were encountered in performing the audit. The assets of the City exceeded its liabilities at the close of the year ended June 30, 2020 by \$27M; however, \$11M is a net investment in capital assets (not available to use), and \$10M is a noncurrent receivable due from the Successor Agency. The City of Sand City's total net position decreased by \$108,000. A graph was provided, and Ms. Courtney provided a detailed explanation of the City's statement of net position of assets totaling \$33,319,513 and liabilities totaling \$6,198,945, leaving a total net position of \$27,519,111.

Ms. Courtney further reported on the Statement of Activities involving revenues from governmental and general activities, and noted that public safety expenditures were a little over \$3.9M which includes the fire services contract. The findings during the fiscal year ended June 30, 2019 audit noted that there were numerous schedules/subsidiary ledgers that were not properly reconciled, and that Staff took corrective action to improve the closing process. During the fiscal year June 30, 2020 audit there was improvement in the closing process with some adjusting entries required, and she recommended that the closing process continues to be refined.

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

There were no comments from the Public in person, via writing or through telecommunications regarding items not appearing on the agenda.

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

There were no questions from the Council.

1) Approval of City RESOLUTION Accepting the Audited Financial Statements for the Year ended June 30, 2020 and Independent Auditor's Report

Motion to approve the City **Resolution** accepting the Audited Financial Statements for the Year ended June 30, 2020 and Independent Auditor's Report was made by Council Member Blackwelder, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

The Mayor thanked Council Member Cruz for her review as well as Staff and the auditors for their work on conducting the audit.

AGENDA ITEM 8, NEW BUSINESS

8A. Consideration and Discussion of Allowing Commercial Cannabis Retail Activity, and Direction to Staff

City Manager Blair reported that during the December 15, 2020 City Council meeting a member of the public presented the idea of retail cannabis sales. A California based operator also provided public comments regarding their operations. Council directed staff to provide a roadmap reflecting how the City could navigate the process of cannabis sales within the City. Mr. Blair provided a PowerPoint presentation of a suggested roadmap and reported on the objectives, public input, the process that involves stakeholder feedback, a decision point, policy/ordinance review, issuance of permits, how to monitor and regulate, and review and revise adopted process as needed.

City Attorney Norgaard added that Staff was directed to bring back a 'roadmap' that outlined the process and the item for Council's consideration was whether they would like staff to move forward in the direction of allowing cannabis retail as the current ordinance would need to be amended.

There was Council discussion that involved what kind of tax revenues can be expected, suggestions to research data and gather facts, as well as receiving community input and feedback.

Council Member Blackwelder expressed that this would not be good for the City and is not in favor of cannabis sales. The City is currently dealing with illegal sales of narcotics and to add the idea of cannabis sales would create another responsibility that would need personnel to monitor and regulate.

Council Member Hawthorne noted that the current issue needs to be addressed by code enforcement; however, cannabis sales can be profitable, is scrutinized by other groups, and the State.

Council Member Sofer addressed concerns related to how the community may react and that more information should be gathered on how the residents may/or may not want this type of business in Sand City.

Chief Ferrante added that cannabis sales is a complicated issue. The ordinance will need to be amended with specific guidelines, and that an operation like this would not be good in a largely residential area.

Mayor Carbone mentioned that in the past, the City was not in favor of cannabis sales and distribution. There are several dispensaries in Seaside that people can find cannabis and expressed her opposition for cannabis activities in Sand City.

6:24 P.M. Floor opened for Public Comment.

Department Director of Monterey County Normal Joey Espinoza commented that the Council was approached in 2016 and it is now a new world compared to five years ago. The City could consider cultivation and distribution with no retail sales.

There are presently three State agencies that regulate cannabis activities, and the Council may want to wait until these agencies merge into one before revising its ordinance or the city would need to revise it twice. Dispensaries are heavily regulated, and the State uses a three-tier system to track and trace. He looks forward to being part of any future stakeholder meetings.

6:28 P.M. Floor Closed to Public Comment.

There was direction for Staff to follow Step 2 of the road map, hold stakeholder feedback and engagement, gather data, receive community feedback, and to bring the information back to the Council. Roll call Vote AYES: Council members Cruz, Hawthorne, Sofer. NOES: Council Members Blackwelder, Carbone. ABSENT: None. ABSTAIN: None. Motion carried directing Staff.

8B. Comments by Council Members on Meetings and Items of Interest to Sand City

Council Member Cruz reported on the TAMC Rail meeting she attended which included the ribbon cutting event at the renovated rail center in Salinas and announced that the next meeting will be moving an hour to allow the City Mayor's to meet.

Council Member Hawthorne commented that he was unable to attend his TAMC meeting due to the big storm that occurred in Big Sur, and will try to make the next meeting. Mayor Carbone added that an alternate representative can be called if the primary representative is unavailable to attend any meetings.

Council Member Sofer mentioned that at her TAMC bike meeting, she requested trail maps on behalf of Council Member Blackwelder and is still waiting for a response from them.

8C. Upcoming Meetings and Events

There were no upcoming meetings and events.

AGENDA ITEM 9, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Blackwelder, seconded by Council Member Sofer. There was consensus of the City Council to adjourn the meeting at 6: 39 PM to the next regularly scheduled City Council meeting on Tuesday, February 16, 2021 at 5:30 p.m.

Connie Horca, Acting City Clerk

**AGENDA ITEM
7A.**

**Presentation by Major John Bennett of the
Salvation Army Monterey Peninsula
Chapter regarding the Sabu Shake Sr.
Good Samaritan Center**

**AGENDA ITEM
7B.**

**Discussion and Presentation of
Community Survey**

A horizontal row of five overlapping speech bubbles is centered on the page. From left to right, the colors are teal, orange, yellow, green, and pink. The bubbles overlap in a way that creates a sense of depth and conversation.

Community Survey

Results



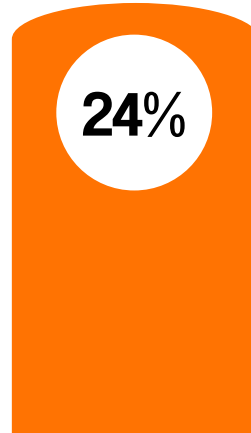
Which of the following best describes you?



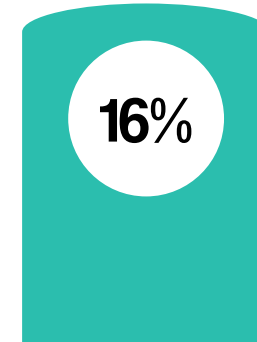
I live in
Sand City



I work in
Sand City



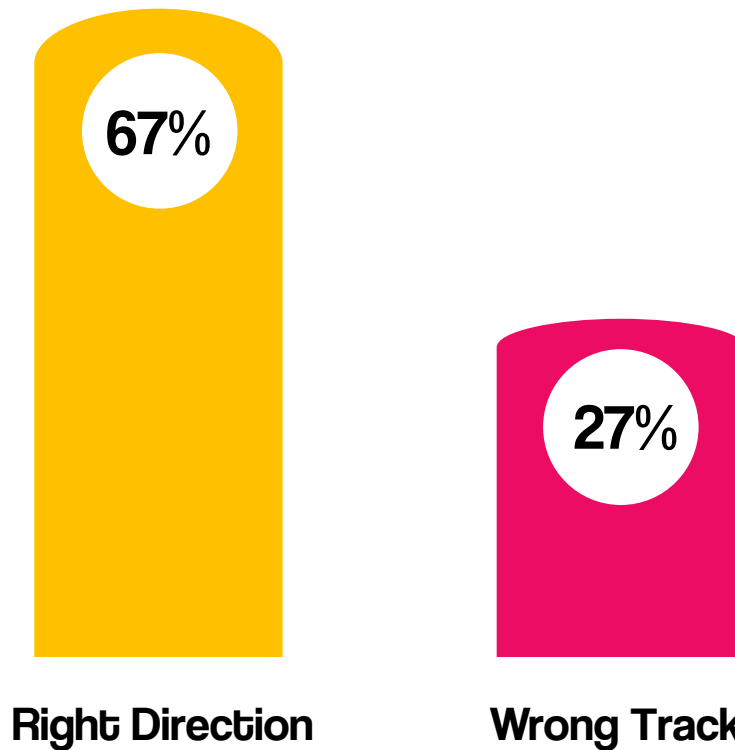
I own a
business in
Sand City



I own
property in
Sand City



As you look to the future, is Sand City heading in the right direction or is it off on the wrong track??





For those who responded “is it off on the wrong track” these are their responses.

Right
Direction

67%

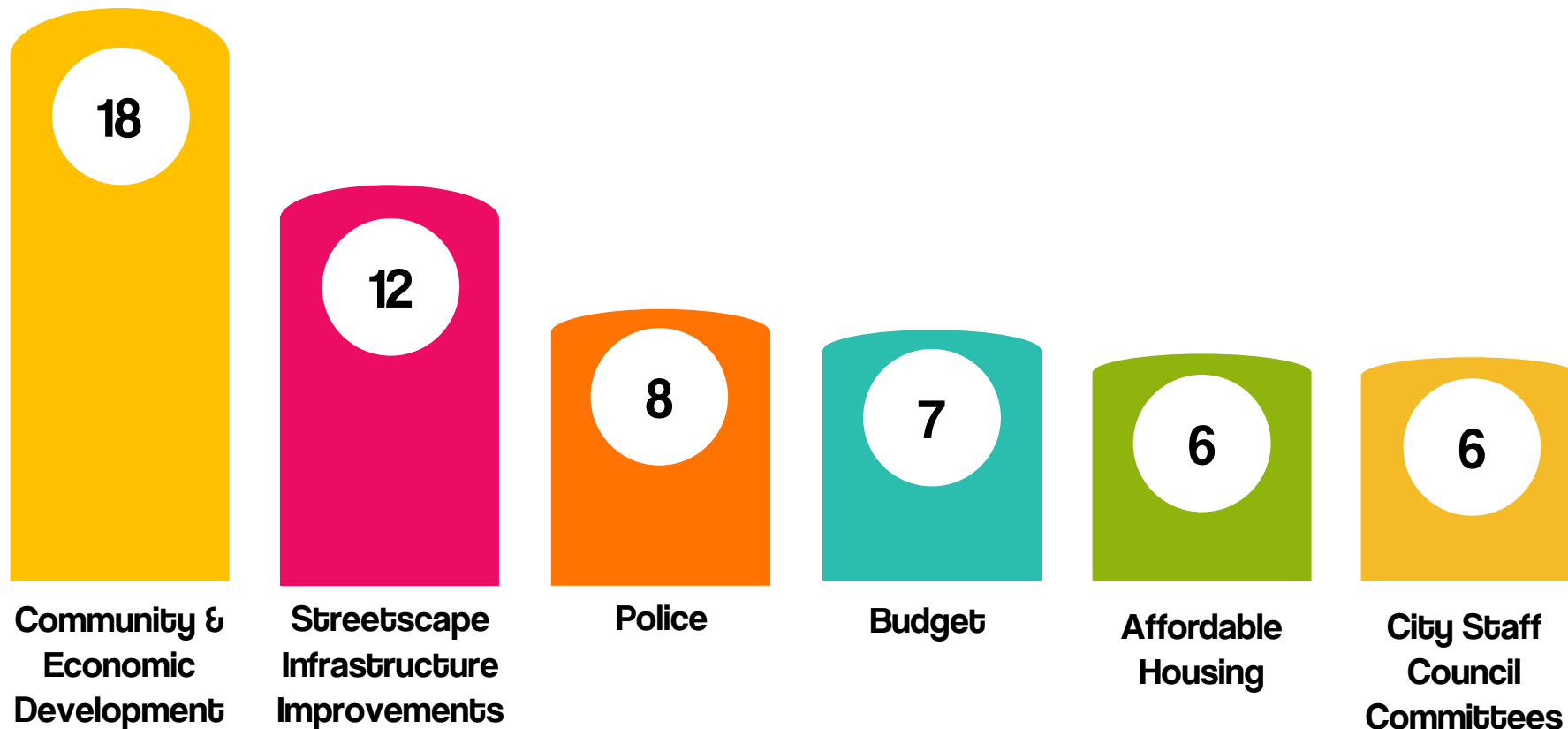
Wrong
Track

27%

1. Community & Economic Development (5)
2. City Staff / Customer Service & Communication (4)
3. Budget (2)
4. South of Tioga (2)
5. Code Enforcement / Physical environment (2)
6. Other (2)



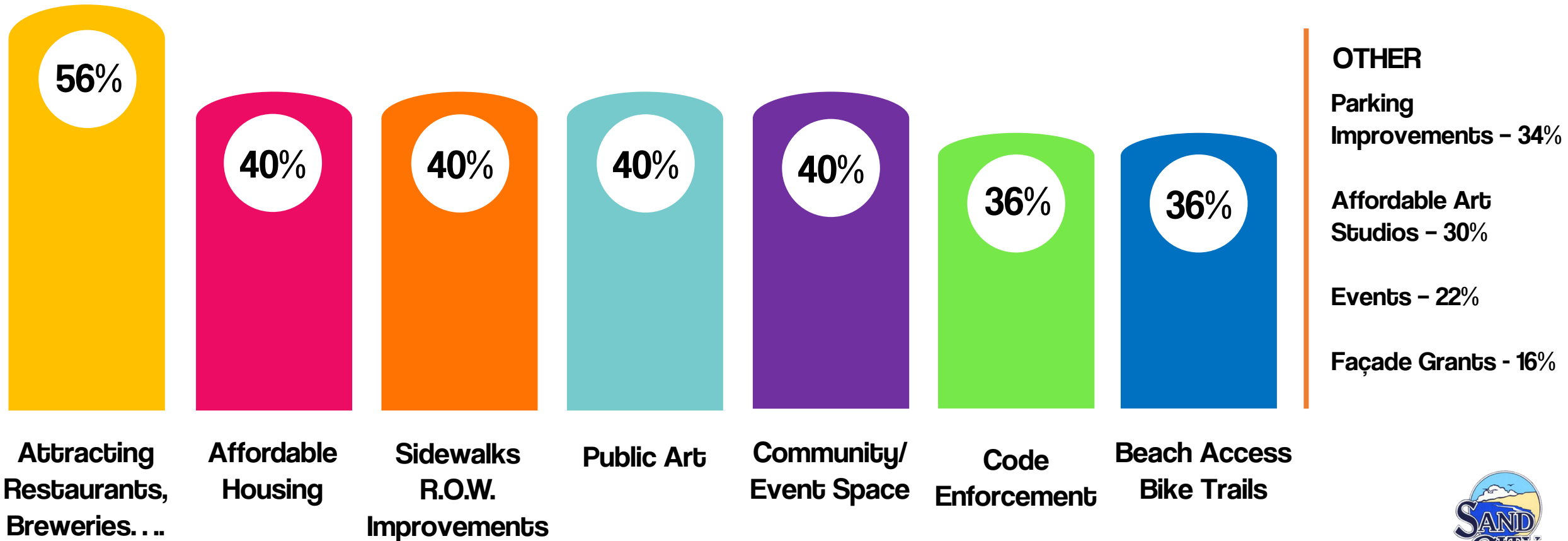
When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?



- OTHER**
- Community Space & Events - 4
 - Code Enforcement - 4
 - Other - 4
 - South of Tioga - 3
 - Parking - 3
 - Environmental Stewardship - 2
 - Beach access/recreation - 2



Which of these (initiatives) should city officials make their highest priority?





All things considered, as a place to live and do business, would you rate Sand City excellent, above average, average, below average, or poor?

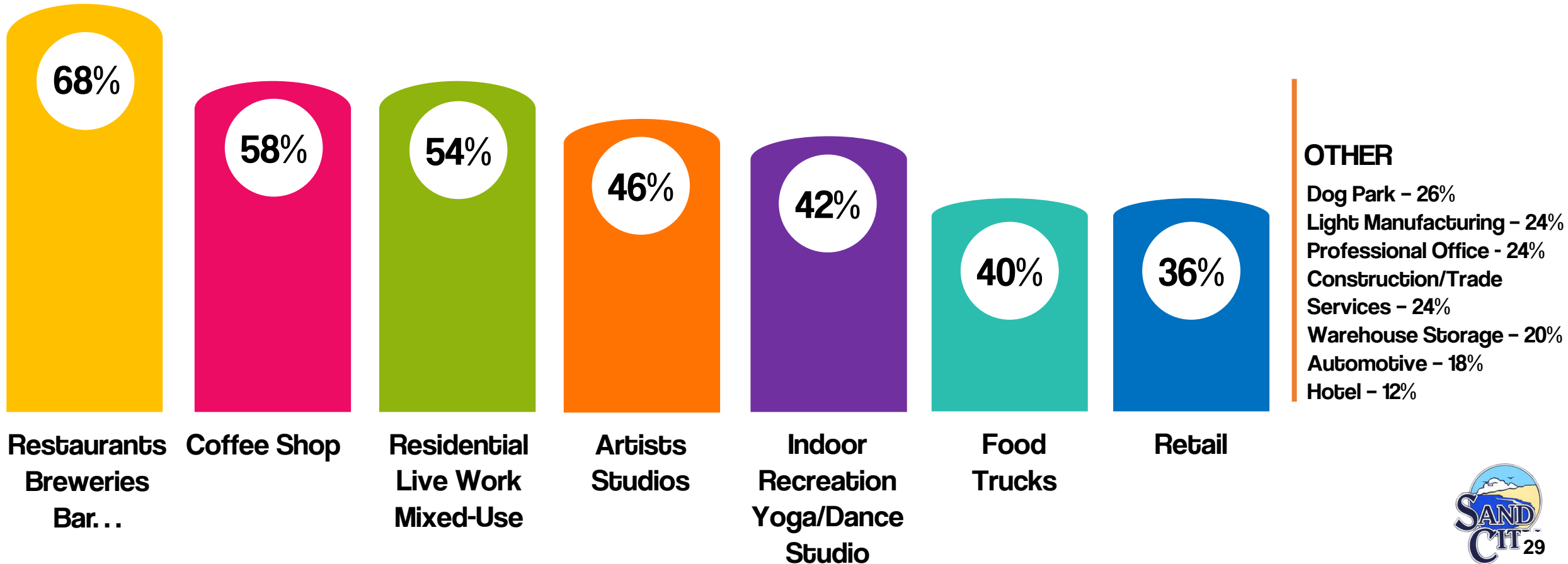
4.0 ★

Above Average rating



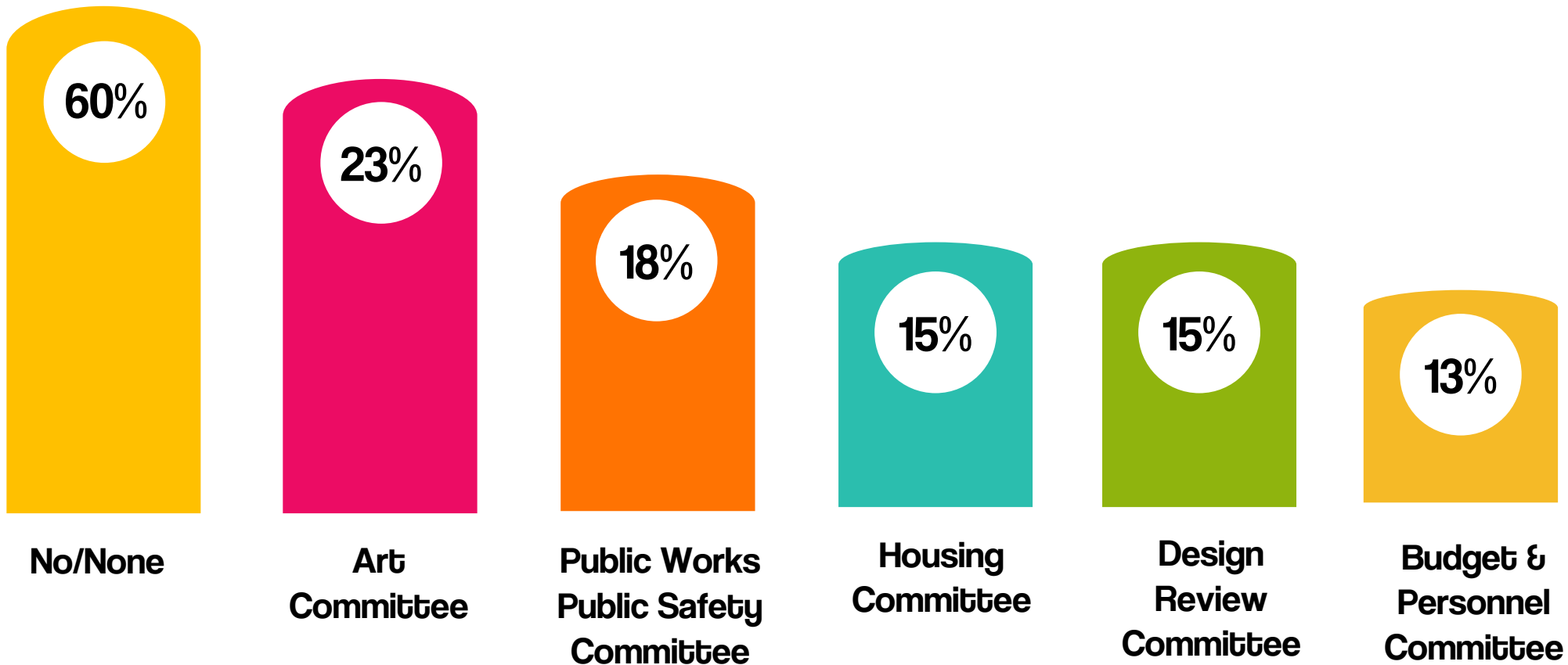


What types of uses would you like to see within the West End?



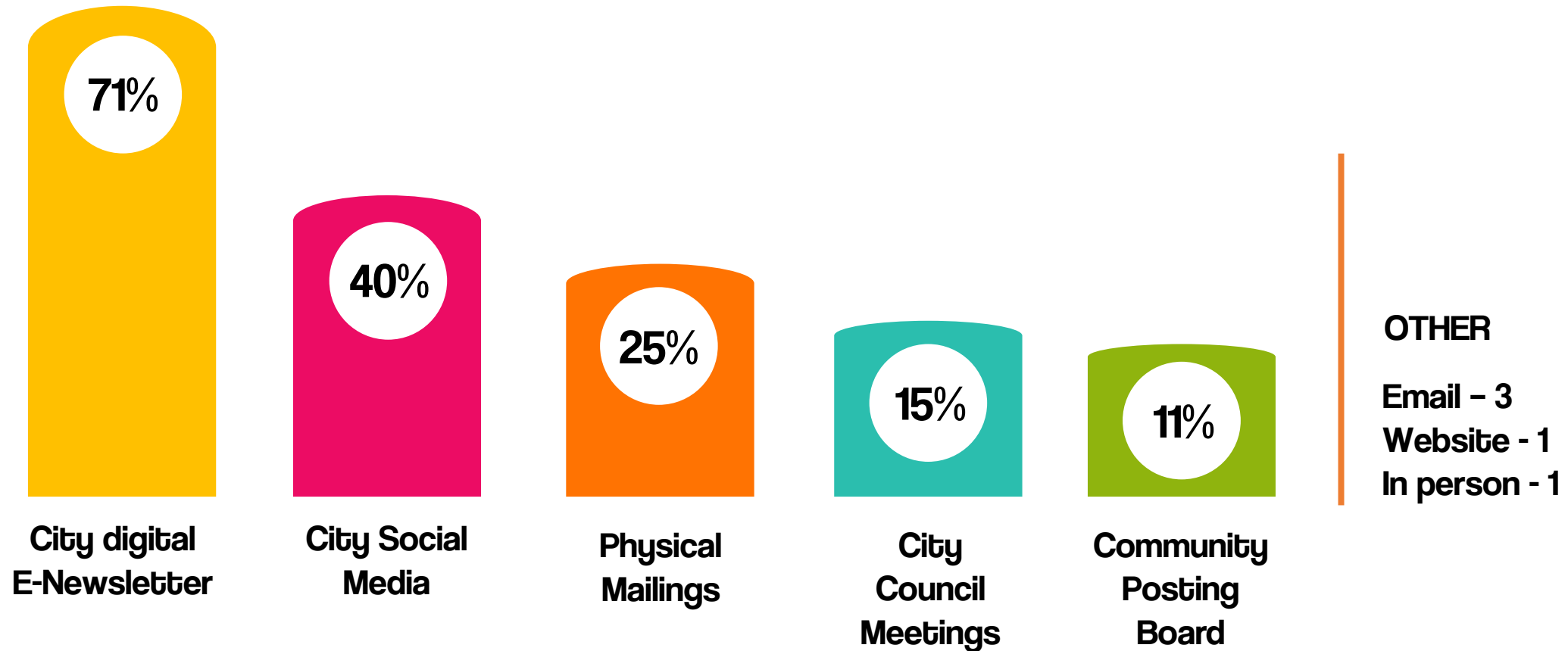


Are you interested in helping to guide the City by getting involved in one of the standing City Committees?





What is your preferred way of receiving communication about City happenings?





On a scale from 1 (not satisfied) to 5 (extremely satisfied), please rate your satisfaction with the following City Departments based on your personal interactions with Staff.

1 Not Satisfied **2** Somewhat Satisfied **3** Satisfied **4** More than Satisfied **5** Extremely Satisfied

1-Not Satisfied 2 3 4 5-Extremely Satisfied



A horizontal row of five overlapping speech bubbles is centered on the page. From left to right, the colors are teal, orange, yellow, green, and pink. The bubbles overlap in a way that creates a sense of depth and movement.

Community Survey

THANK YOU!

A horizontal row of five overlapping speech bubbles in various colors: teal, orange, yellow, green, and pink. The text "Community Survey" is centered over these bubbles in a white, sans-serif font.

Community Survey

Comments Received

As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

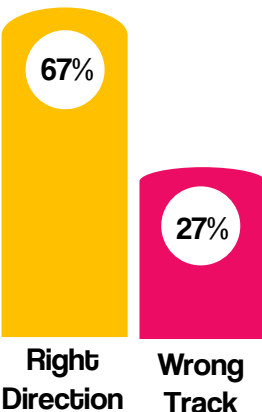
Economic Development (5)

”Growth and development is poor”

“Neither right nor wrong. I don't believe the city has a vision for what it is and what it will be. A city heading in any direction needs a map - Sand City doesn't seem to have a map. Are we an arts town? The industrial, blue collar, working hub of the peninsula? A mix of all?”

“I feel that the city is abandoning the needs of long time established service businesses for the sake of trying to become and art community.”

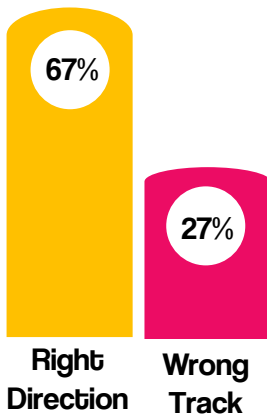
“I would check the box in between. I am excited to see the new businesses coming to Sand City. However, I am still looking for Sand City to take the lead when it comes to Sustainability and the environment. We are a small enough community where changes can come easy and have major impacts. We could be the envy of other local cities and take the lead.”



As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

Economic Development (5)

There area parts of Sand City with no sidewalks, no Curbs, yet Trees are planted in limited parking areas that need to be watered forever manually. Money is spend to bring painters from different states, if you are going to support painters at least support local Sand City painters. Clean up the looks of the city, Homes and business have piles of Stuff stored outside their buildings, wrong way and double parking is everywhere. Trailers are all over the city, I do not see this in Carmel, Monterey, PG, why here?



As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

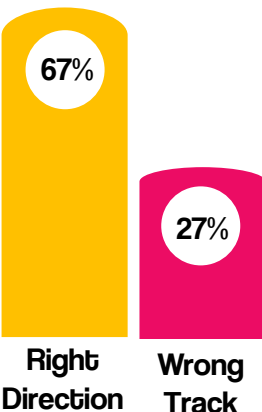
City Staff / Customer Service & Communication (4)

“Calling city hall is a waste of time. No one seems to have a handle on basic information/questions and the line is send us an e-mail.”

“The community involvement is very minimal.”

“Lack of transparency in regards to development plans and how to engage with the city to have my voice heard. Other than these opinion surveys.”

“As a resident I feel a bit left in the dark in terms of understanding the future plans and investments and developments happening in the neighborhood. Would like to see more engagement with city folks on a regular basis.”

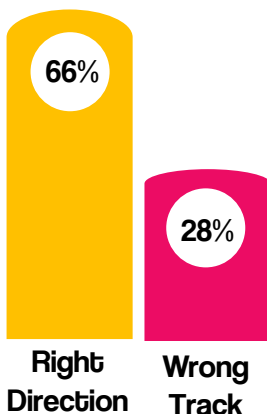


As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

Code Enforcement / Overall physical environment (2)

“There are parts of Sand City with no sidewalks, no Curbs, yet Trees are planted in limited parking areas that need to be watered forever manually. Money is spent to bring painters from different states, if you are going to support painters at least support local Sand City painters. Clean up the looks of the city, Homes and business have piles of stuff stored outside their buildings, wrong way and double parking is everywhere. Trailers are all over the city, I do not see this in Carmel, Monterey, PG, why here?”

“too much focus on getting artist in and not enough concertation on approving the area for the current residents. A dog park would be appreciated”

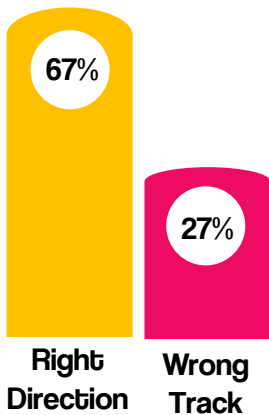


As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

South of Tioga Project (2)

“The large scale development between the West End and Costco is only gonna cost the city and ruin its quality of life for SC and the surrounding Seaside and Monterey areas.”

“I'm worried about traffic and locals avoiding the west end area because of influx of visitors and tourists from the hotel developments near Tioga.”



As you look to the future, is Sand City heading in the right direction or is it off on the wrong track? For those who responded “is it off on the wrong track” these are their responses.

Other (2)

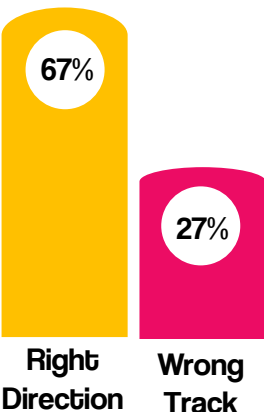
“Interesting question: The City is going in the right direction but going down the wrong track in different areas.”

“Police own the town. Mayor may be content to be caretaker vs. leading.”

Budget (2)

“The city council has mismanaged their budget and are more concerned about art projects than the safety of their residents.”

“The last meeting I attended, there was a question of city funds . The police department was targeted because of the yearly cost. They make your city the Safest it this county. There was talk of residence verses police.... but didn’t include the customers that shop here, then said they were drilling for water... and I asked... if you have a low count of resistance, why do you need so much water ? I did not get an answer. So, Yes, the direction has changed and I believe it needed to be re-directed. All the Best.



When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Community & Economic Development (18)

Support city small businesses

Support the current businesses

It appears businesses are being pushed out because they are not "artistic" we could be mistaken but that is the perception. You need essential businesses to build a community. It seems like you just rely on Costco tax income and the rest of us aren't important. I don't understand the focus on artistic only businesses.

Supporting existing service-oriented businesses.

Small businesses and parks

New business recruitment in the west end

West End Development

Growth Development

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Community & Economic Development (18)

new businesses in the west end

Bring more businesses to sand city

Consolidation of Real estate under very few owners/investors

How to control city growth in a thoughtful and productive way

attracting businesses

Land Use

attracting businesses

Attracting diverse businesses and keeping them here.

Establish an Economic Growth Plan

How to direct visitors and local people into the small local businesses in Sand City.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Streetscape / Infrastructure Improvements (12)

street improvement

Sidewalks

Infrastructure repairs

Beautify the streets, plant trees, install night lights

Underground all utilities.

Infrastructure improvement

Undergrounding of utilities

Sand City's relationship with Seaside with regards to road access

Solve the issue of Olympia ave with Seaside, make it a 2 ways street with rounds about at both ends. Ask Seaside to take care of Roberts avenue.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Streetscape / Infrastructure Improvements (12)

sidewalk improvements general updating and beautification of the public spaces

Well maintained and thought-out roadways.

Make it safe to walk in this city. trucks and cars parked on side walk. Dumpsters out on sidewalks. Make owners of the vehicles buy permits to park on the streets. To get the cars and trucks off the sidewalks. Then get the owners of the dumpsters to put them on the curb of the street NOT the sidewalk.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Police (8)

Retain Police Department

Reducing police budget to help with infrastructure

Keep police but budget is too high

Female police officers Domestic Violence hotline

Police Enforcement of codes

Increasing revenue for public safety

reevaluating public safety costs

Keeping Homeless population from stealing/vandalizing property

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Budget (7)

balanced budget

Raise sales tax in line with the rest of MoCo

Balance budget not hide it

Revenue

Budget - needs to go to town community projects - not police.

Additional revenue sources, sales tax increase, cannabis store, more retail, less commercial.

Establish a Common-Sense City Budget

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Affordable Housing (6)

affordable housing

affordable housing

affordable housing

Affordable housing for Sand City residents.

We need more affordable housing and work to make Sand City and self-sustaining community and economy.

Keep affordable live/work and workspaces for resident artists.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

City Staff, Council, and Committees (6)

Pay scales for city employees

Establish a vision for the city (5, 10, 20 yr plan)

Citizens and communication

support the current residents

consider the issues of the people.

One person sitting on several committees at expense of exclusion of other citizens is wrong and unhealthy for the city. Take the government's judgment out of art if you are serious about art.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Community Space & Events (4)

community space a place to gather for events, culture, arts, a sense of community and belonging

Community space for events

Community Space; art park sounded like a good idea

We should have more arts centered events and more community gathering spaces for activities and groups.

Code Enforcement (4)

there are lots of automotive vehicles out of registration and non-operative that line the streets. Ticketing and towing these vehicles would provide extra funds to the city

Clean up the streets, no storage in the front of buildings

Cleaning up properties that are an eyesore to the community.

do something about the blighted properties and open storage of garbage

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Other (4)

Homelessness

protecting its residents and visitors from the constant influx of homeless.

Become a true coastal and arts city

Definitely the issues with property management at the Independent Apartments, considering it's a huge portion of the population in Sand City.

South of Tioga Project (3)

Population increases once the condos are built-how is the city going to handle the increase in people, cars etc. You do not have a message to business how this will impact us

Transparency of the Orozco families influence over City Council Displacement of businesses as development occurs

Completion of projects on the books, S. of Tioga etc.

When you think of issues, concerns, or problems facing Sand City, what should the Mayor and City Council consider their two or three highest priorities?

Parking (3)

Parking, the city owns a large parking lot, that is not available to park in

Create off street parking and/ or require commercial owners to have employees park in commercial created common lot.

Make a big parking lot for people to be able to park and walk to their destination (work or the store they want to go to).

Environmental Stewardship (2)

Trash, Recycling, Sustainability. We are right on the ocean and continue to have challenges with keeping our beaches clean.

keep the community clean

Beach access/recreation (2)

beach access Bike lanes

Which of these (initiatives) should city officials make their highest priority?

Overall comments

You cannot attract businesses without parking, or with the garbage piled up in front of buildings

Remove the "tree wells" from the streets to allow more parking.

as long as the CCP 19 virus is impacting existing businesses u can't attract new businesses and don't may SC a welfare center for the Arts. Oh, what does Code Enforcement mean?

These are all important initiatives but they need to be prioritized and funded. Would also add reaching across to other cities and organizations to develop an answer to the growing transient and homelessness crisis. Would also like to see an investment in the Tioga Ave coastal area. It's a favorite place for locals to park and view the coastline, it could be a signature area for the city with some improvements and code enforcement.

Get the vehicles off the sidewalks, get the dumpsters in the street and off the sidewalks. Sand City seems to be the dumping grounds for vehicles. Not so bad now but still happing.

All of these things make sense and are issues to strive for

Better roads

Which of these (initiatives) should city officials make their highest priority?

Overall comments

Street Improvements

All of the above

Public interest over self-interest should be the highest priority

Improve roadways, cleanup and modernization of the west end

Refresh and initiate interpretive signage in key coastal areas, rehab access behind Costco

Proper lighting on the walking trails

What types of uses would you like to see within the West End?

Overall comments

Why the west end? the entire city needs work. Walk the city, look and see what's going on around you.

Why would you segregate such a small city? I am for inclusion. You seem to want to instigate a gang mentality.

Specialized automotive

Seriously, the council and mayor need to get with the times and welcome the cannabis market to town. Looking back at the SC history of the addressing the issue, you'd think it's still the early nineties.

Medical

I want a community that is friendly for ALL types of business and does not dictate. To have community you have to have diversity but including or excluding business because of what they do is not right. I feel my business doesn't "fit in" because it isn't "artistic" but we provide jobs, income and play an important role in the community as an essential business

Net 0 energy for the city by utilizing all the roof tops for solar and a few wind turbines!!!

Most of these are OK, the city should NOT use tax payer money to bring or build any of them.

A graphic consisting of several overlapping speech bubbles in various colors (teal, orange, yellow, green, pink) with the word "Comments" written in white text across them.

Comments

Are you interested in helping to guide the City by getting involved in one of the standing City Committees?

Overall comments

How about a sustainability committee? I would definitely sign up to be a part of improving our community by being on a sustainability committee.

I would but No time left in my day :)

I am involved

I am happy to volunteer my services to the city in the context of outreach in any way that can be useful. In particular, where art is concerned. However, opening up communication between local contributors and the civic offices is also a high priority for me.

What is your preferred way of receiving communication about City happenings?

Overall comments

If it is information and not propaganda.

City web page. Some people are not on facebook, twitter, instagram.

We are a small city. Council members should be able to reach out to people door to door.

On a scale from 1 (not satisfied) to 5 (extremely satisfied), please rate your satisfaction with the following City Departments based on your personal interactions with Staff.

Overall comments

The city manager makes a lot of \$, yet he is unable to get businesses to clean up their areas.

No one appears to have answers to basic questions and its always bs about send us an e-mail.

My interaction with Sand City council has always been positive, however very limited within context. The police department has always been polite, but seems overbudgeted given the size of the actual population.

Honestly don't know enough about the work these departments and staff perform to leave a rating.

The Mayors commitment to the to the wellbeing, health and safety of the community are above and beyond especially during these times of financial hardship.

Did not ask about City Hall customer service. Different than clerk and finance. .. not five star.

Thank you Mary-Ann Carbone.

New City Manager seems good.

Do you have any other comments, questions, or concerns?

Overall comments

Sand City is the “Industrial / West End Area” of the Monterey . That is your unique holdings. Use it to attract “ Specialized businesses and companies to up-scale revenues. The city is the cleanest in town. Your police enforcement has done a Great job and is maintaining a high level of business owner appreciation. The connection with artists and fabricators gives the city an inspiring outlook. Bring in a couple of restaurants and a community center into the city would add more local attraction/revenue. All the Best.

Start seeing yourself as part of the community rather than above it.

What is the status of the park remodel I have seen them do the surveys and other stuff, maybe COVID had an impact on the schedule? Are you also taking utilities underground?

This survey is a good idea. Appreciate the opportunity to provide feedback. We've attended city council meetings in the past but they are hard to get to on a consistent basis. Communications from the city to the citizens could be improved esp with the number of initiatives being considered by the city. COVID clearly presents challenges to us all, it will be good to hear more consistently from the city on the status of projects. Thank you. Oh, and repair the bbq pit by city hall and let's have some city cookouts when this pandemic passes.

Do you have any other comments, questions, or concerns?

Overall comments

My main concern is for the artists being moved out of their spaces as an alarming rate. Even today I talked to a colleague as he was moving out of his warehouse space. His landlord raised his rent a month ago by 1K a month and he is no longer able to afford to work in Sand City. When our building ~~XXXXXX~~ was bought by the current owner, he first raised the rent on two of the tenants, and then ultimately evicted them. Although my family left of our own accord, the initial deposits were never repaid to any of the original residents although we left the our places in impeccable condition. This made it extremely difficult for my two neighbors to even secure other spaces to live on the peninsula. One of these tenants, ~~XXXXXXXXXX~~ had been an active contributor to Sand City culture for years. Offering stages at the West End celebration, outdoors music, etc. It was tragic to see him treated this way, and to witness his struggle to relocate and recreate his treasured recording studio. It would be very helpful to have some tenant/resident artist protections so that these situations wouldn't be repeated in the future. Perhaps even artist stipends that could go towards their rents if the landlords take advantage of city improvements to increase the rent on people who have lived in the area for years. I'd be happy to participate in any sort of community committee or action board to help flush out new ideas and projects for Sand City!

Murals are great.

I may consider helping with a city committee in the future, but my current work load is too busy.

**AGENDA ITEM
8A**

**Discussion and Consideration of 2021
West End Celebration**



City of Sand City

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: February 2, 2021 (Meeting date: February 16, 2021)
SUBJECT: 2021 West End Celebration (WEC)

Discussion:

The City of Sand City has been sponsoring and coordinating the West End Celebration (WEC) since its inception in 2002. Steve Vagnini has provided professional event and music procurement services for the WEC that have resulted in continuous improvement to the WEC, and these two services have resulted in increased attendance and more events within the WEC.

Due to the worldwide COVID-19 pandemic, WEC was cancelled in late June 2020. The Service Contract of \$27,500 for WEC 2020 was paid in full before cancellation. The total expenses before the cancellation of WEC 2020 was \$32,837. Over the past month, Mr. Vagnini has developed a plan for the 2021 WEC that he would like feedback and direction from Council. The current proposal shows a reduced Service Contract amount due to SLV Management receiving full payment in 2020.

Pending Council direction, the West End Celebration is tentatively scheduled for August 27th – 29th. Exhibit A includes the items that Mr. Vagnini would like the Council to consider.

CEQA: This action is merely a discussion of Council's interest in moving ahead with the 2021 West End Celebration and Council is taking no action other than providing direction to staff. It therefore 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 2021 WEC. However, if direction is given to move forward with the 2021 WEC, staff will bring to Council the following at the March 2, 2021 Council meeting;

- FY 2020/21 Budget amendment to cover the cost associated with the WEC Service Agreement.
- Updated Service Agreement with SLV Management (Steve Vagnini) for the 2021 WEC.

Recommendation:

Council to provide direction to staff in regards to the 2021 West End Celebration.

WEST END CELEBRATION
20TH ANNIVERSARY
AUGUST 27-29, 2021

IS IT FEASIBLE? 50/50% CHANCE - FACTORS TO CONSIDER

- Vaccination roll out
- Variant
- State Public Health Office makes ultimate decision
- Public Perception

NEW FOOT PRINT – Discuss w/ Chief Ferrante

- Location of Main Stage
- Fencing for security –same as 2020 proposed by Chief Ferrante
- Limit number of vendors to allow for spacing – 50% of 2019 vendor count
- Limit number of attendance i.e. 500 +/- at any given time TBD
- Limited satellite venues by Murals w/ Food Vendors (Jayson Fann; Hawthorne Sculptures; Sweet Elena; Wahine Project; Murals
- Independent – Ingress Egress

FRIDAY NIGHT OUTDOOR CONCERT - Tentative

- Local band(s)
- Suggested Donation – COVID charity
- Location of Stage
- Fence off

ENTERTAINMENT

- No National Headliner
- Local Monterey Bays – possible act from LA

- Keep Budget Down
- Spread out seating at various stages to minimize gathering

TIME LINE AND EVENT COORDINATOR FEE

- February – as soon as I get agreement
 - Sponsor letters
 - Business letter
 - Budget
 - Contracts with art and website (at reduced rate)
- March 1 \$5 K
 - Vendors
 - Local and Regional Acts (all with COVID out clause)
 - Sound
 - Stage
 - Infrastructure
 - Art and website
 - Footprint
- April 1 \$5 K
- May 1 \$5 K
- June 1 \$5 K
- July
- August

If council cancels event any payments due after are void by out clause. \$20 K total fee.

**AGENDA ITEM
8B.**

**Consideration of City RESOLUTION
Amending the West End Mural Festival
Artist Procurement and Curation Service
Agreement and Approving Budget
Allocations for the West End Mural
Festival**



City of Sand City

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: February 2, 2021 (Meeting date: February 16, 2021)
SUBJECT: West End Mural Festival “we.”

Background:

A long-standing goal of the Sand City Arts Committee has been to ensure that the West End is a vibrant and successful Arts Community. One of the critical paths of success to realizing this is the introduction of public art, and more specifically public murals. Murals create a tangible sense of place, destination, resulting in increased foot traffic while adding color, vibrancy, and character to the built environment.

The inaugural we. murals installation was held September 28, 2020 through October 5, 2020. The week-long installation included six local artists and seven national artists, and produced seven large-scale murals throughout the West End. The we. murals received over a dozen media posts, and continues to draw attention not only locally but nationwide.

At their November 11, 2020 meeting, the Art Committee overwhelming supported continuing the we. mural festival in 2021. Based on the success of the 2020 we. murals, the Committee has recommended that the City Council execute an extension to the West End Mural Festival Artist Procurement and Curation Service Agreement with So-Gnar, Inc. for we. murals 2021. It is also recommending that the City Council direct staff to include the allocation of funds in the proposed 2021-2022 budget.

The proposed 2021 we. mural fest will be held on August 23rd through 29th. The West End Celebration is tentatively scheduled for August 27th – 29th.

CEQA: The action to procure artists for a neighborhood mural program is not subject to CEQA (California Environmental Quality Act) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; per CEQA guideline section 15060(c)(2). Furthermore, the application of artistic murals on existing structures qualifies for a categorical exemption per CEQA Guideline section 15301 as it a minor alteration of public and/or private structures involving no expansion of the use or structure.

Fiscal Impact:

Proposed 2021-2022 Budget funds to be used in support of the festival;

- 5005-00 Arts Committee \$15,000

- 6394-18 Public Art Program \$50,000

Recommendation:

Based on the success of the 2020 we. mural installations and approval from the Sand City Arts Committee, staff recommends approval of an amendment to the West End Mural Festival, service agreement (attachment 1), and the allocation of funds in the proposed 2021-2022 budget.

**CITY OF SAND CITY
RESOLUTION SC ____, 2021**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE WEST END
MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE
AGREEMENT AND APPROVING BUDGET ALLOCATIONS FOR THE WEST END
MURAL FESTIVAL**

WHEREAS, the City of Sand City will be sponsoring and coordinating the West End Mural Festival (we.) in collaboration with the Sand City Arts Committee in the Fall of 2021; and

WHEREAS, the West End Mural Festival will be held annually, will create an instant sense of place, an accessible public art gallery, and book end the highly successful West End Celebration; and

WHEREAS, the City desires to hire a contractor for the general purposes of Artist Procurement and Curation for the 2021 West End Mural Festival including sponsorship development related to the event; and

WHEREAS, So-Gnar, Inc. successfully curated the 2020 West End Mural Festival (we.) which produced seven murals by 13 artists; and

WHEREAS, the 2021 West End Mural Festival will be held on August 23rd through 29th, and will include various daily events outside of the painting of murals throughout the week; and

WHEREAS, the total 2021 West End Mural Festival City budgeted sponsorship, including artist procurement and curation services, is \$65,000. Proposed 2021-2022 Budget funds to be used in support of the festival include \$15,000 from 5005-00 Arts Committee, and \$50,000 from the Public Art Program; and

WHEREAS, the West End Mural Festival curation services includes up to three (3) public murals to be produced by So-Gnar Creative within the West End prior to the West End Mural Festival; and

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

1. The City Manager is authorized to enter into the amendment to the West End Mural Festival artist procurement and curation service agreement. The amendment and the Agreement are attached hereto and incorporated herein as Attachment 1.
2. The City Council hereby approves a budget amount of \$15,000 for the services of So-Gnar for the fiscal year 2021-22.
3. The City Council hereby approves a presenting sponsorship budget amount of \$50,000 for the 2021 West End Mural Festival tentative to the FY 2021-2022 budget being approved.

Sand City Resolution SC ____, 2021

4. So-Gnar, Inc. will maintain a current Sand City Business License for the term of the service agreement.

PASSED AND ADOPTED by the City Council of Sand City on this____, day of February, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, Acting City Clerk

**AMENDMENT NO. ONE TO
THE WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND
CURATION SERVICE AGREEMENT**

THIS AMENDMENT NO. ONE TO THE WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE AGREEMENT ("Amendment No. One") is made and entered into as of this ____ day of February, 2021 ("Effective Date") by and between the CITY OF SAND CITY, a California Municipal Corporation ("City"), and So-Gnar, Inc., a Colorado Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties") and is made with reference to the following:

RECITALS

A. On March 3, 2020, City and Consultant entered into a Service Agreement ("Agreement") for services in connection with the West End Mural Festival ("Services").

B. City and Consultant mutually desire to enter into this Amendment in order to extend the term and payment terms of the Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement shall be amended in its entirety and replaced with the following: The term of this Agreement shall commence on March 3, 2020 and shall terminate on June 30, 2022 unless terminated earlier as set forth herein.

2. COMPENSATION TO CONSULTANT

Section 6 of the Agreement is amended in its entirety as follows:

The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty thousand dollars (\$30,000.00) of which no more than fifteen thousand dollars (\$15,000) will be paid during the City's 2020-2021 fiscal year (before June 30, 2021), and no more than fifteen thousand (\$15,000) will be paid during the City's 2021-2022 fiscal year (before June 30, 2022). Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written above.

Consultant:

Pat Milbery

City:

Aaron Blair, City Manager

ATTEST:

Connie Horca, Acting City Clerk

**CITY OF SAND CITY
RESOLUTION SC 20-16, 2020**

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A SERVICE AGREEMENT WITH SO-GNAR, INC. (PAT MILBERY) FOR THE 2020 WEST END MURAL FESTIVAL "WE" (WE) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE AGREEMENT

WHEREAS, the City of Sand City will be sponsoring and coordinating the West End Mural Festival (WE) in collaboration with the Sand City Arts Committee in the Summer of 2020; and

WHEREAS, the West End Mural Festival will be held annually, will create an instant sense of place, an accessible public art gallery, and book end the highly successful West End Celebration; and

WHEREAS, the City desires to hire a contractor for the general purposes of Artist Procurement and Curation for the 2020 West End Mural Festival including sponsorship development related to the event; and

WHEREAS, Pat Milbery of So-Gnar, Inc. is a Denver based artist who is well known for the large-scale murals that he has created alongside some of the most prominent street and graffiti artists in the world; has helped curate and create major art installation projects for brands including the Ford Motor Company, X Games, Budweiser, Zumiez, Loveland Ski Area, Wahoo Fish Tacos, and Pabst Blue Ribbon, and will provide professional event and artist procurement and curation services for the West End Mural Festival that will result in continuous improvement to the West End, and create a sense of pride for the neighborhood; and

WHEREAS, ten (10) quality large-scale murals will be produced by twenty (20) national and international artists that will create conversation, and build a foundation of an accessible public art gallery in the West End; and

WHEREAS, the 2020 West End Mural Festival will be held on August 17th through 23rd, and will include various daily events outside of the painting of murals throughout the week; and

WHEREAS, the total 2020 West End Mural Festival City budgeted sponsorship, including artist procurement and curation services, is \$65,000, and the approved 2019-2020 Budget funds to be used in support of the festival includes \$15,000 from 5005-00 Arts Committee, and \$50,000 from the Capital Improvement Plan Public Art; and

WHEREAS, the West End Mural Festival curation services includes up to three (3) public murals to be produced by So Gnar Creative within the West End prior to the West End Mural Festival.

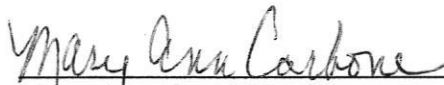
NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City as follows:

1. The City Manager is authorized to enter into the West End Mural Festival artist procurement and curation service agreement attached hereto and incorporated herein as Attachment 1 and is approved at a cost not to exceed \$15,000;
2. The City Council hereby approves a presenting sponsorship budget amount of \$50,000 for the 2020 West End Mural Festival;
3. So-Gnar Inc. will maintain a current Sand City Business License for the term of the service agreement.

PASSED AND ADOPTED by the City Council of Sand City on this 3rd, day of March, 2020 by the following vote:

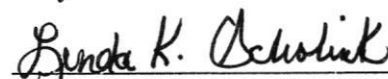
AYES: Council Members Carbone, Cruz, Hawthorne, Sofer
NOES: None
ABSENT: Council Member Blackwelder
ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Linda K. Scholink, City Clerk

CITY OF SAND CITY

WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE AGREEMENT

This West End Mural Festival Artist Procurement and Curation Service Agreement ("**Agreement**") made this 3rd day of March, 2020 ("the Effective Date"), is by and between the CITY OF SAND CITY, a municipal corporation ("**City**") and So-Gnar, Inc., a Colorado Corporation, hereinafter referred to as "**Consultant**" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on March 3rd, 2020 and shall end on June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed fifteen thousand dollars (\$15,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT.. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it

shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 60 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement
 - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
 - c. Retain a different consultant to complete the work described in an given task order not finished by Consultant; and/or

- d. Charge the consultant the difference between the cost to complete the work described in a given task order that is unfinished at the time of breach and the amount the CITY would have paid CONSULTANT pursuant to section 6 if CONSULTANT had completed the work.

VIII. OWNERSHIP OF DOCUMENTS

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

agrees that the CITY has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the work, or decline to do so, in whole or in part, in CITY's sole discretion.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement.

No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: City Clerk

To CONSULTANT: So-Gnar, Inc.
4295 Harlan Street
Wheatridge, CO 80033
Attention: Pat Milbery

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Pat Milbery may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY thirty (30) days' notice prior to the departure of Pat Milbery from CONSULTANT's employ. Should he leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT

and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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.

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: Pat Milbery
(Signature)

Pat Milbery
(Typed Name)

Owner/Founder - So-Gnar Inc.
(Title)

CITY OF SAND CITY


Aaron Blair, City Manager

ATTEST:


Linda K. Scholink/City Clerk

APPROVED AS TO FORM:

City Attorney

By:  _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Consultant's Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Agreement for Public Art

EXHIBIT A

SCOPE OF SERVICES

Contractor agrees to perform the following services for City in connection with the West End Mural Festival:

- (a) Contact and actively solicit for financial contribution and sponsorships, nationally recognized and local companies, organizations and individuals. In particular, companies that have policies of corporate giving shall be contacted for potential financial assistance regarding the West End Mural Festival. This sponsorship development activity shall be documented by the Contractor and presented to the City on an annual basis prior to June 30, 2020.
- (b) Create all promotional materials necessary for the 2020 West End Mural Festival (e.g., posters; flyers, public service announcements, website development, and advertising for all media outlets).
- (c) Organize volunteers and coordinate with the Sand City Arts Committee to conduct the event.
- (d) Ensure that the West End Mural Festival is conducted in the manner required by City, State and Federal law (e.g., business license, safety and land use requirements; alcoholic and beverage control laws and regulations).
- (e) Coordinate the planning of the West End Mural Festival with the Sand City Arts Committee, City staff and the City's Police Department.
- (f) Contractor will prepare a draft budget for the 2020 West End Event. Expected expense items shall be categorized in the draft budget itemized to a level of detail which is acceptable to the City Manager. Contractor shall submit the draft budget to the City Manager for his/her review and approval no later than April 1, 2020.
- (g) Contractor agrees to provide curation services including;
 - Meet monthly with the Sand City Arts Committee and City Council, as necessary, to provide festival updates.
 - Selecting artists for the festival based upon the following criteria: skill, execution, experience, capability, style, quality, diversity, individuality, and context.
 - Coordinate artist and property owner agreement for public art.
 - Assist in festival budget oversight with City Staff.
 - Organize and manage all festival and artist paint and supplies.
 - Arranging and providing art and designs for City and property owner approval.
 - Provide design assistance and coordination of all marketing and branding of the festival.

- Coordination of all event volunteers.
- Ensure that all Artists meet deadlines as determined by City Manager
- Locate and coordinate sponsors and partners of the festival.
- Production of up to three (3) public murals on City owned property, to be produced by So Gnar, Inc., within the West End prior to the West End Mural Festival. Contractor agrees that City has sole discretion to approve or disapprove such murals. City Council will review and approve design sketches and mural locations before installation.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

So-Gnar, Inc.

Retainer Fee 10%: \$1500

Per hour for his services: \$200

Per Hour for support services under this contract: \$200

Travel and lodging to be billed at cost.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

AGREEMENT FOR PUBLIC ART

THIS AGREEMENT is executed this ___ day of ____, 2020 by and between the City of Sand City, a municipal corporation, (hereinafter "City") and So-Gnar, Inc., a Colorado Corporation and So-Gnar's Principal, Pat Milbery. (Hereinafter, combined called "Artist")

WHEREAS, the City has selected Artist to design and execute three murals ("Artwork") to be installed at locations 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:

a. Artist shall furnish and provide at their cost and expense all supplies, materials, equipment and shipment thereof, if applicable, related to the performance of this Agreement. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

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

c. Artist must obtain design approval. Artist shall present to Arts Committee at least four designs from which committee will select three (3) to be installed.

d. Artist must obtain approval from the arts committee regarding final placement of the Artwork. The location of the Artwork shall be on City owned property, and 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 subcontractors City of Sand City business license.

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, or designee. Artist must secure all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the artwork at the Site.

h. Artist shall be responsible for installation of the Artwork and all costs associated with its creation and placement. Artist must consult with the City Manager, or designee, and the City's Public Works Director, or designee, prior to and during installation.

Exhibit D

i. Installation of artwork must be completed by July 15, 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.

j. If installation does not meet criteria at City Manager's discretion, Artist at their own cost shall continue working until such time as approval is obtained from the City.

2. Duties of City.

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.

3. Time for Performance.

Artist shall promptly commence the Artwork upon receipt of a Notice to Proceed issued by City. No work shall begin prior to issuance of the Notice to Proceed. Upon receipt of said Notice, Artist shall diligently work to complete all of the Artwork by July 15, 2020. Time is of the essence in performance of all obligations under this Agreement, and extensions of time may be granted by the City only as provided in section entitled Force Majeure, below.

4. Compensation.

a. Compensation shall be as set forth the Consultant's Agreement to which this Agreement is an exhibit.

b. City shall have the right at reasonable times to review Artwork while in the process of fabrication. Artist shall give progress reports to the City Manager on a monthly basis or when otherwise requested.

5. Artist Warranties.

a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that 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 liens 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. Workmanship. Artist shall warrant and maintain the Artwork free from all faults or defects related to material or workmanship for a period of two years after the Artwork is accepted by City.

c. Originality. Artist warrants that the design of the Artwork as 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.

Exhibit D

d. **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.

e. **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.

6. 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 (ii) 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.

7. 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.

8. 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.

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

a. The City, having expended considerable public funds to commission the Artwork, and pursuant to its responsibilities to maintain artworks owned by City, intends to make its best

Exhibit D

efforts to display the Artwork at the Site, as originally created by Artist and to maintain the Artwork in good condition. However, City must preserve complete flexibility to operate and manage City property. Therefore, 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, in connection with its power and duty to operate and manage City property in the public's interest, shall have the absolute right to alter, repair, modify, 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. The CITY has the absolute right to change, MODIFY, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork.

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.

Exhibit D

11. Copyright.

a. Except as provided in this Agreement, Artist shall retain all copyrights in the Artwork and Artists Submittals. Artist's copyright shall not extend to predominantly functional aspects of the building or Site that may be incorporated into Artwork or which are in the area of the Artwork, such as the walls and other fixtures and features of the Site, or other similar objects located at the Site. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

b. Artist may, at Artist's option, place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide City with a copy of the application for registration, the registration number and the effective date of registration.

c. City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

12. Reproduction and Distribution.

a. Artist agrees that City may use Artists 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 place a copyright notice (if the Artist has the work copyrighted) in the form and manner 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

Exhibit D

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. 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. 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.

Exhibit D

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:

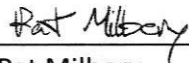


Aaron Blair, City Manager

3/4/2020

Date

Artist/So-Gnar, Inc.:



Pat Milbery

03/04/2020

Date

Attest:



Linda Scholink, City Clerk

**AGENDA ITEM
8C.**

**Consideration and Discussion of Possible
Street Name Change**



City of Sand City

Memorandum

TO: City Council
FROM: Aaron Blair, City Manager; Connie Horca, Acting City Clerk
DATE: February 8, 2021 (for the February 16, 2021 Council meeting)
SUBJECT: Consideration of Changing the Name of a Portion of East Avenue

Background:

As the City moves forward towards the construction of the South of Tioga Project, a number of old streets will be eliminated and new streets will be created. The Salvation Army building is currently situated near the corner of Scott Street and an existing portion of East Avenue, as shown alongside Parcel R2 of The South of Tioga Project Vesting Tentative Map (Exhibit A). The Salvation Army in Sand City has served the community for many years by providing much needed services as food, shelter, clothing, and counseling for the disadvantaged and destitute individuals throughout the Peninsula. They continue to operate through the contributions and monetary donations provided by local individuals and groups as well as from around the world. The Sabu Shake Charitable Foundation has raised approximately \$4,550,000 for the benefit of the Salvation Army Monterey Corps.; and since 2008, the Sabu Shake Foundation continues to carry on the tradition of the deceased Sabu Shake Sr. by hosting fundraisers, turkey dinners, and Christmas Party Toy Drives for individuals and families struggling to survive.

Discussion:

The 'Sabu Shake Sr.' Good Samaritan Center located on Scott Street in Sand City is a day center that provides essential services to its homeless and low-income clients. It was suggested that the to be realigned section of East Avenue between Scott Street and California Avenue be renamed in honor of Sabu Shake Sr. for his generosity and compassion to individuals and families in need of food and or work. Staff has developed a list of potential street names in honor of Mr. Shake that are:

- Sabu Shake Sr. Way
- Sabu Shake Sr. Lane
- Sabu Shake Sr. Drive

If the Council would like to move in this direction, any other suggestions for a potential street name should be discussed and considered by the Council.

Recommendation:

Staff recommends that any street name chosen be simple for easy public reference. If Council provides their preference and direction, Staff will have the developer identify the new street name prior to adoption of the Final Map so that the new formal street name may be incorporated on the Final Map prior to its recording with the County. The resolution to approve the Final Map would serve as formal action to adopt the new street name.

CEQA:

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

Fiscal Impact:

No fiscal impact is anticipated by renaming an existing street.

This portion of East Avenue keeps its name



LINCOLN AVE.

SCOTT ST.

Salvation Army Bldg

Rename realigned "East Ave." to " ??????"

Parcel R2
3.70 AC

Parcel R1
1.78 AC

MORGAN'S WAY
2 AC

Parcel H2
1.1 AC

Parcel H1C

Parcel H2A

Parcel H1A

CALIFORNIA AVE. NUE

TIOGA AVE.

SOUTH OF TIOGA PROJECT VESTING TENTATIVE MAP



**AGENDA ITEM
8D.**

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

**AGENDA ITEM
8E.**

Upcoming Meeting and Events