

REGULAR DESIGN REVIEW COMMITTEE MEETING

DESIGN REVIEW COMMITTEE

THURSDAY, NOVEMBER 14, 2024

12:00 PM

AGENDA
DESIGN REVIEW COMMITTEE

Regular Design Review Committee Meeting - Thursday, November 14, 2024
12:00 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL ("AB") 2449, SIGNED INTO LAW ON SEPTEMBER 13, 2022, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO CONTINUE TO HOLD VIRTUAL MEETINGS AND REMAIN IN COMPLIANCE WITH THE BROWN ACT (GOV. CODE §§ 54950 ET SEQ.). TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

https://us02web.zoom.us/j/89491493300

Meeting ID: 894 9149 3300

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 894 9149 3300#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:
City Hall Council Chambers
1 Pendergrass Way
Sand City, CA

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 Committee Members at the meeting. Please email your comments to: cityclerk@sandcityca.org.

Read Aloud During the Meeting: Email your comments to cityclerk@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. Please use the "raise your hand" option on Zoom, and the Secretary will call on your name.

1. ROLL CALL

2. COMMUNICATIONS

Members of the public may address the Design Review Committee on matters not appearing on the Design Review Committee Agenda at this time for up to three minutes. In order that the Secretary 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 Design Review Committee.

3. ORDER OF BUSINESS

3A. Approve the Design Review Committee Meeting Minutes for September 12, 2024
Draft Minutes

3B. Consideration and Approval of the Design of the City Monument Sign
Staff Report
Exhibit A - Sign Easement Agreement
Exhibit B - Existing City Monument Signage Locations
Exhibit C - Proposed City Monument Sign Location
Exhibit D - Proposed City Monument Sign Rendering

4. 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
3A.

Approve the Design Review Committee Meeting Minutes for September 12, 2024

MINUTES
DESIGN REVIEW COMMITTEE

Regular Design Review Committee Meeting - Thursday, September 12, 2024 12:00 PM

1. ROLL CALL

Present: Committee Chair Paul Davis
Committee Member Chris Barlow
Committee Member Elizabeth Sofer

Absent: Committee Member John Lewis
Committee Member Gregory Hawthorne

Staff: Contract Planner Esme Wahl
Contract Planner Matt Papurello

2. COMMUNICATIONS

No public comment received

3. ORDER OF BUSINESS

3A. Approve the Design Review Committee Meeting Minutes for August, 8 2024.

No public comment received.

The August 8, 2024, Design Review Committee Meeting Minutes was approved with the following vote:

1st Motion to approve: Chris Barlow
2nd Motion to approve: Elizabeth Sofer

AYES: Paul Davis
Elizabeth Sofer
Chris Barlow

NOES: None

ABSENT: John Lewis
Gregory Hawthorne

ABSTAIN: None

3B. Consideration and approval of the design of the California / Playa Avenue SURF!

themed bus station associated with CDP 23-009 (SURF! Busway).

No public comment received.

Esme Wahl gave a brief presentation on the design of the bus station and wayfinding signs. Ms. Wahl suggested that the Bus Station include a bike rack and bike pump; Sand City's logo on the Bus Station sign; and that wayfinding signs in the area include colorways to match Sand City's logo.

Councilmember Sofer spoke in support of bike racks and bike pumps at the bus station.

The design of the California / Playa SURF! themed bus station was approved by the Design Review Committee, with staff's recommendations included, by the following vote:

1st Motion to approve: Chris Barlow
2nd Motion to approve: Elizabeth Sofer

AYES:	Paul Davis Elizabeth Sofer Chris Barlow
NOES:	None
ABSENT:	John Lewis Gregory Hawthorne
ABSTAIN:	None

4. ADJOURNMENT

Design Review Committee adjourned the meeting at approximately 12:52pm.

AGENDA ITEM
3B.

Consideration and Approval of the Design of the City Monument Sign

City of Sand City

STAFF REPORT

TO: Design Review Committee
FROM: Anna Bornstein, Contract Associate Planner
SUBJECT: Design Review of City Monument Signage
DATE: **November 14, 2024**

BACKGROUND/DISCUSSION:
Sand City was granted a sign easement at the corner of California Avenue and Tioga Avenue in the South of Tioga development area (APN: 011-601-005-000), approximately 180 square feet in size, as outlined in Exhibit A, Sign Easement Agreement. The City has an opportunity to install a new monument sign within the easement area. There are currently four City monument signs located around the City as shown in Exhibit B**,** Existing City Monument Signage Locations. Pursuant to Municipal Code § 18.66.100, all new signs shall be subject to review by the Design Review Committee.

Project Description:
The proposed City Monument Sign will be located at the corner of California Avenue and Tioga Avenue at the northeast corner of the South of Tioga development area, within the sign easement boundaries as depicted in Exhibit C, Proposed City Monument Sign Location. The proposed sign will be approximately 8’ wide, by 5’ high and 1’ deep.

Colors and Design:
The logo and lettering will mirror the existing City Monuments logo and lettering to be consistent with City branding. The sign will be front-lit, by landscape lighting served by the Marriot Hotel. The logo and lettering will be raised from the surface of the sign, creating a dimensional effect. The curve at the top of the sign structure mirrors the existing silhouette of existing City signage and evokes the contour of a wave, or sand dune. The colors will match those of the existing Sand City logo, and the sign structure will feature a natural, unpainted finish as shown in the rendering in Exhibit D, Proposed City Monument Sign Rendering.

Materials:
The proposed sign will be constructed with solid concrete reinforced with rebar. The logo and lettering will either be solid flat cut painted, or anodized aluminum, or, laser cut polished acrylic.

FISCAL IMPACT:
Costs associated with the construction of the City Monument sign will be dependent on the selected material for the lettering. The estimated cost range for construction and installation of the sign is between $24,000 - $27,000. If approved by the DRC, a contract for construction will be brought to the City Council.

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

RECOMMENDATION:
Provide recommendations and approval of the design of the City Monument sign.

ATTACHMENTS:

1. Exhibit A: Sign Easement Agreement
2. Exhibit B: Existing City Monument Signage Locations
3. Exhibit C: Proposed City Monument Sign Location
4. Exhibit D: Proposed City Monument Sign Rendering

Escrow No: 0724017915
Recording Requested by
Old Republic Title Company

When recorded Mail To:

DBO Development No. 30
525 W. Alluvial Ave, Ste A
Fresno, CA 939711

Recorded & Conformed
by Old Republic Title Co.
Date: 10/20/22 Time: 8:22 AM
Recorders Doc. # 2022029053

Grant of Easements Agreement

2 ORTC 0724017915

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

DBO Development No. 30
525 W. Alluvial Avenue
Suite A
Fresno, CA 93711

The undersigned grantor(s) declare(s):
Documentary transfer tax is:
$0.00 , Grant of Easement / No monetary value exchanged
( ) computed on full value of property conveyed, or
( ) computed on full value less liens and encumbrances remaining at the time of the sale
( ) Unincorporated Area (X) City of Sand City

Space above this line reserved for recorder's use

OFFICIAL BUSINESS
Document entitled to free
Recording pursuant to
Cal. Gov. Code Sec. 27383 *et seq.*

GRANT OF EASEMENTS AGREEMENT

This GRANT OF EASEMENTS AGREEMENT ("**Agreement**") is made by and between the DBO DEVELOPMENT NO. 30, a California limited liability company ("**DBO**" or "**Grantor**") and THE CITY OF SAND CITY, a municipal corporation (the "**City**" or "**Grantee**") as of the Effective Date (as defined below). Document transfer tax is $0, as easement is being transferred to the City.

RECITALS

A. Grantor owns that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein and includes the real estate underlying the easements granted herein (the "**DBO Property**").

B. Grantor desires to grant to City certain easements over, under, upon and across that portion of the DBO Property which constitutes the Sign Easement Area, and which easements will run with the land.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Grant of Easements.

A. Sign Easement. Grantor hereby grants to Grantee a perpetual, exclusive easement for construction, maintenance, repair, dismantling, replacement, alteration, improvement, operation, illumination and use of one (1) outdoor sign structure, appurtenances and related property and equipment (the "**Sign**") over, under, upon and across that portion of DBO Property (the "**Sign Easement**") legally described and depicted on Exhibit "B" attached hereto and by this reference incorporated herein (the "**Sign**

Easement Area").

B. Utility Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for the installation, maintenance, repair, replacement and use of utilities to service the Sign, including an electrical line to supply power to and illuminate the Sign (the "**Utility Easement**") over, under, upon and across the Sign Easement Area.

C. Access Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for ingress to and egress from the Sign over the Sign Easement Area (the "**Access Easement**").

2. Repairs, Maintenance, Utilities, Expenses and Insurance

A. Repairs and Maintenance. Grantor shall not have any responsibility whatsoever for the construction, operation, maintenance or repair of the Sign. Grantee shall construct, operate, maintain and repair the Sign at its sole cost and expense, as well as maintain and keep the Sign and Sign Easement Area in good condition.

B. Utilities and Expenses. All utilities and other expenses incurred in connection with the Sign Easement and/or the Sign shall be the sole responsibility of Grantee. Grantee shall be responsible for keeping Grantor's Property free and clear of any liens for work performed by or on behalf of Grantee within the Sign Easement Area.

C. Insurance. Grantee shall maintain or cause to be maintained, commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Sign Easement Area, including those arising out of the construction, operation, maintenance, repair and removal of the Sign, in reasonably satisfactory amounts.

3. Survival of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions contained herein shall run with and burden DBO Property, and shall bind Grantor and Grantee, respectively, and all of their successors and assigns and are imposed upon the Grantor Property as equitable servitudes in favor of Grantee, pursuant to Civil Code Sections 1462 and 1468 of the State of California, as the same may be amended from time to time and any successor statutes thereof, and other applicable law. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties named herein, whether voluntary or involuntary.

4. Remedies. In addition to any other remedy available at law or in equity for the breach of any obligation contained in this Agreement, the parties agree that a court of competent jurisdiction may order specific performance of any obligation of either party undertaken herein.

5. Attorney Fees. In the event that it becomes necessary to commence any legal proceeding to enforce any part of the foregoing covenants, conditions or restrictions,

the prevailing party in such legal proceeding shall be entitled to reasonable attorneys' fees in addition to any other remedy available to said prevailing party. "Prevailing party" shall mean and include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) a party who receives performance from the other party of an alleged breach of covenant or a desired remedy where such performance is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of competent jurisdiction.

6. Severability. If for any reason any portion of this Agreement shall be declared null, void, or unenforceable by a court of competent jurisdiction, it is intended that the remaining provisions of this Agreement shall continue to be valid and enforceable.

7. Governing Law. This agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same may from time to time exist without regard to conflict of law principles.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the easements described herein, and any prior agreements, promises, negotiations, or representatives not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee.

9. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and, taken together, shall constitute one and the same instrument. This Agreement may be delivered by electronic means, such as a .pdf attachment to an email.

10. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the Grantor.

[*signatures on following page*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as later of the date(s) and year set forth below (the "**Effective Date**").

CITY:

City of Sand City, a Municipal Corporation

By: _____
Vibeke Norgaard, City Manager

Date: 5.31.22

ATTEST:

_____
Connie Horca, City Clerk

DBO:

DBO EDVELOPMENT NO. 30,

A California limited liability company

By: THE OROSCO FAMILY TRUST dated June 28 1977 as amended, Member

By: _____
Christopher R. Orosco, Trustee

Date: 5/24/2022

By: LYLES DIVERSIFIED, INC., a California corporation, Member

By: _____
Gerald V. Lyles, Senior Vice President

Date: May 19 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MONTEREY)

On May 31, 2022, before me, CONNIE P. HORCA, a Notary Public, personally appeared VIBEKE NORGAARD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CONNIE P. HORCA
Notary Public - California
Monterey County
Commission # 2268774
My Comm. Expires Nov 29, 2022

Signature Connie P. Horca

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On May 19, 2022, before me, Joyce Neale, a Notary Public, personally appeared Gerald V. Lyles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOYCE NEALE
Notary Public - California
Fresno County
Commission # 2348290
My Comm. Expires Mar 9, 2025

Signature Joyce Neale

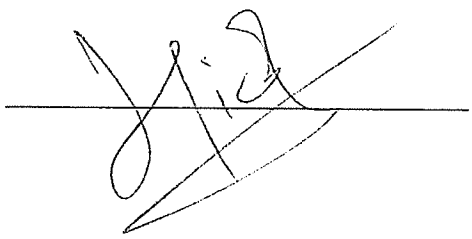
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

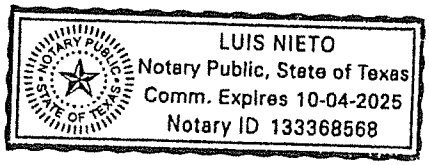
State of ~~California~~ TEXAS)
County of TRAVIS)

On May 24th 2022, before me, Luis Nieto, a Notary Public, personally appeared CHRISTOPHER OROZCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



CITY OF SAND CITY CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easements Agreement dated May 31, 2022, from DBO DEVELOPMENT NO. 30, a California limited liability company, to the CITY OF SAND CITY, a municipal corporation, is accepted by the undersigned City Manager of the City of Sand City, on behalf of the City Council, adopted on May 24, 2022, and the grantee consents to recordation thereof by the City Manager.

CITY OF SAND CITY, a municipal corporation

5.31.22
Date

Vibeke Norgaard, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MONTEREY)

On MAY 31, 2022, before me, CONNIE P. HORCA, a Notary Public, personally appeared VIBEKE NORGAARD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie P. Horca

CONNIE P. HORCA
Notary Public - California
Monterey County
Commission # 2268774
My Comm. Expires Nov 29, 2022

EXHIBIT A

DBO PROPERTY

The real property in the City of Sand City, Monterey County, California, described as follows:

PARCELS H1 and H1A AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. _____ - WEST END SAND CITY" FILED FOR RECORD _____, 2022 IN VOLUME ___ OF CITIES AND TOWNS AT PAGE_____ IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN 011-601-003 & 011-601-005]

EXHIBIT B

SIGN EASEMENT AREA

LEGAL DESCRIPTION
SIGN EASEMENT

Certain real property situate in the City of Sand City, County of Monterey, State of California, described as follows:

Commencing at a point at the most easterly corner of Lot 24 in Block 26 as shown on the map filed for record in Volume 2 of Cities and Towns at Page 35 in the office of the County Recorder of said County; thence along the southeasterly line of said Lot 24

a) South 24°06'14" West, 4.00 feet to a point on the proposed revised southwesterly line of Tioga Avenue; thence along said southwesterly line
b) South 65°29'54" East, 10.54 feet to the Point of Beginning (being the most easterly corner of proposed Parcel H1A, being also the intersection of said revised southwesterly line of Tioga Avenue with the proposed revised northwesterly line of California Avenue); thence along the southeasterly line of said Parcel H1A

1) South 26°16'48" West, 19.00 feet; thence departing said southeasterly line
2) North 19°36'33" West, 26.45 feet to a point on the northeasterly line of said Parcel H1A; thence along said northeasterly line
3) South 65°29'54" East, 19.00 feet to the Point of Beginning.

Containing 180 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

All bearings cited herein are grid bearings per the California Coordinate System, NAD83 Zone IV.

END OF DESCRIPTION

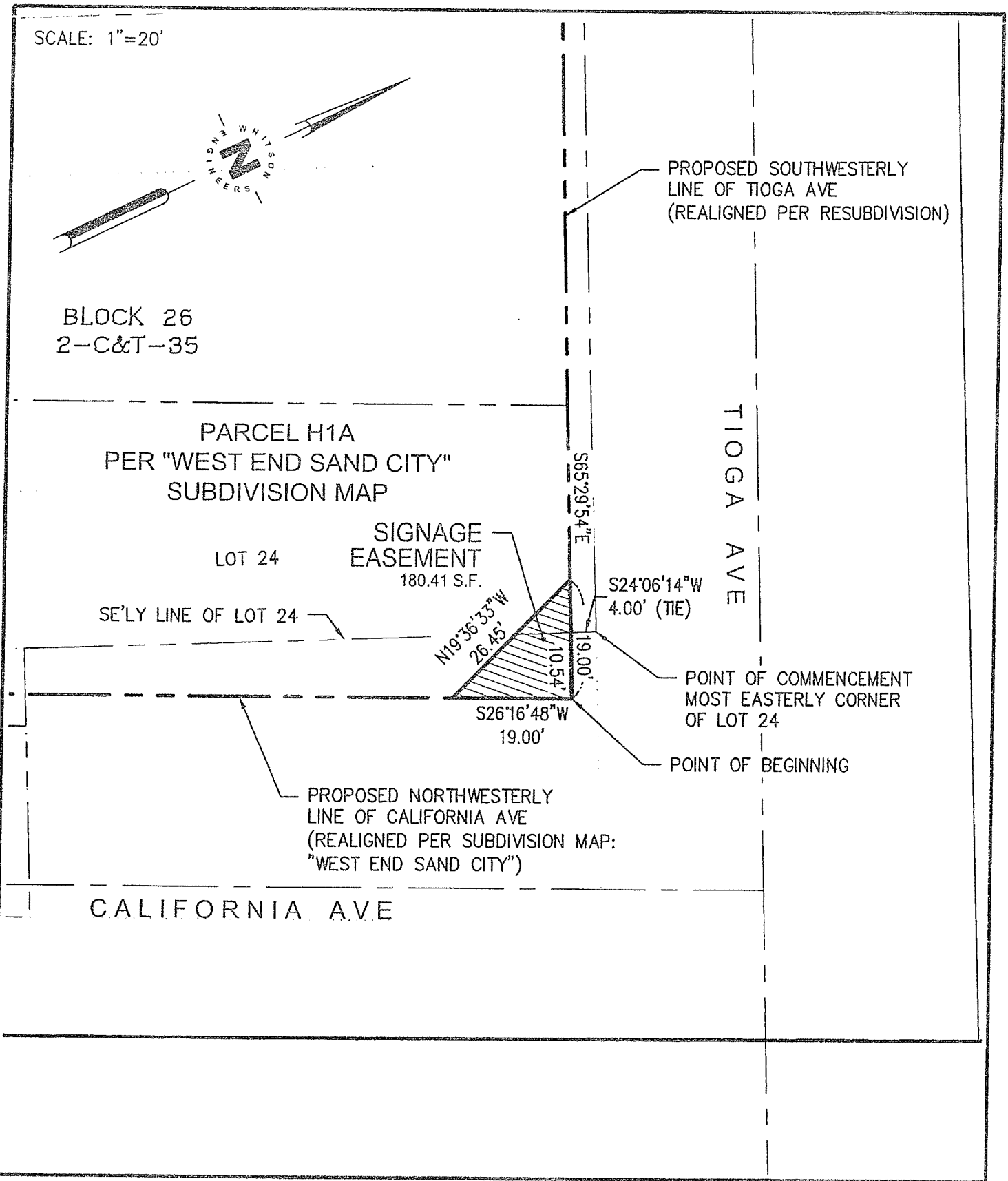


PREPARED BY:
WHITSON ENGINEERS

4/6/2020

RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No. 3571

T:\Monterey Projects\3571 - Sand City South of Tioga\3571.00 DBO\SURVEY\LEGAL DESC\357101 Legal Desc - Sign Easement.docx



PLAT TO ACCOMPANY DESCRIPTION
SIGNAGE EASEMENT

SAND CITY, CALIFORNIA

APRIL 6, 2020

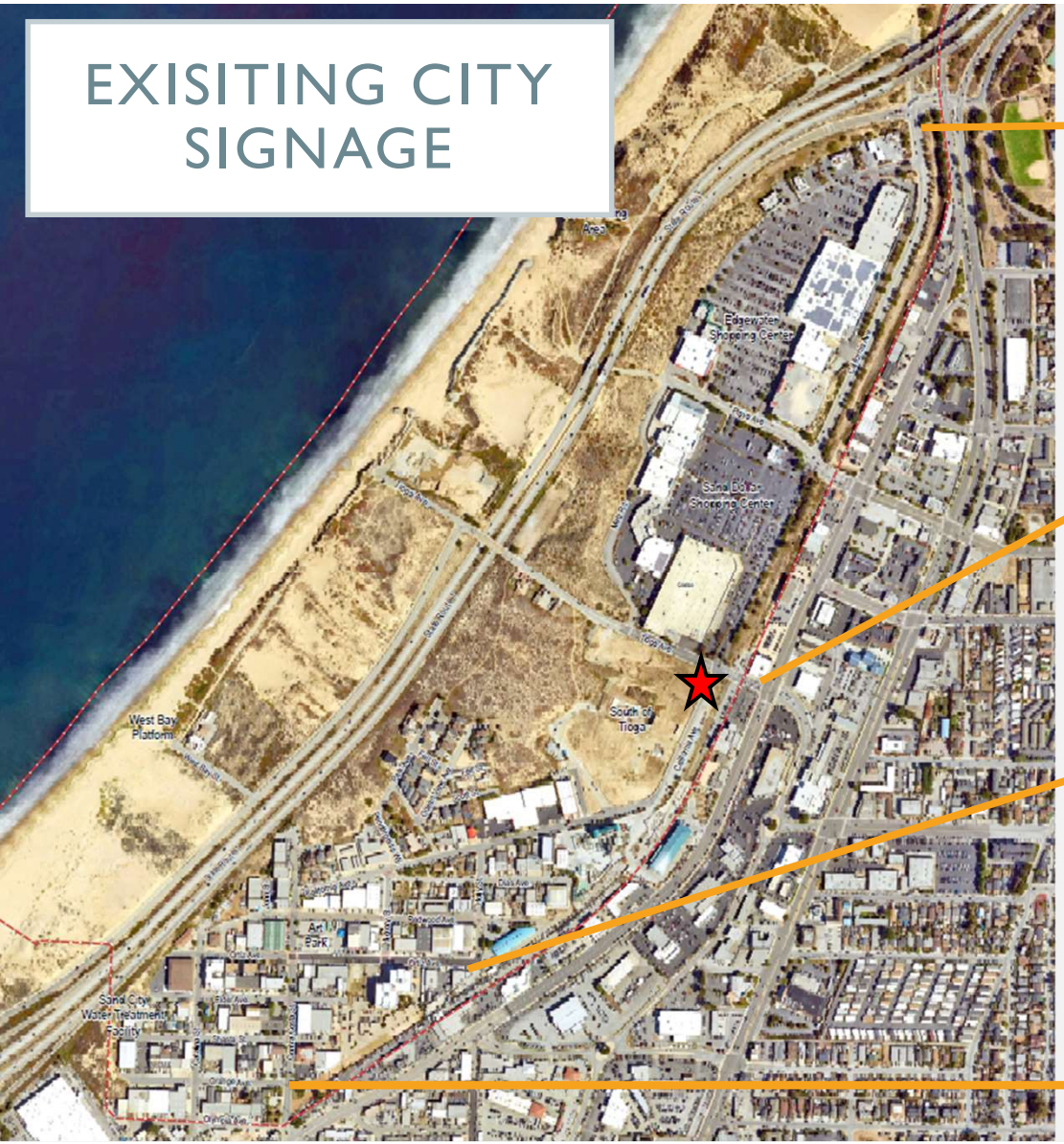
Whitson ENGINEERS

Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PROJECT No.: 3571.01

T:\Monterey Projects\3571 - Sand City South of Tioga\3571.00 DBO\SURVEY\LEGAL DESC\PLAT-HABITAT.dwg

EXISITING CITY SIGNAGE





California Ave off HWY 1



Tioga Avenue



City Hall



Contra Costa

EXHIBIT A: EXISTING CITY MONUMENT SIGNAGE LOCATIONS





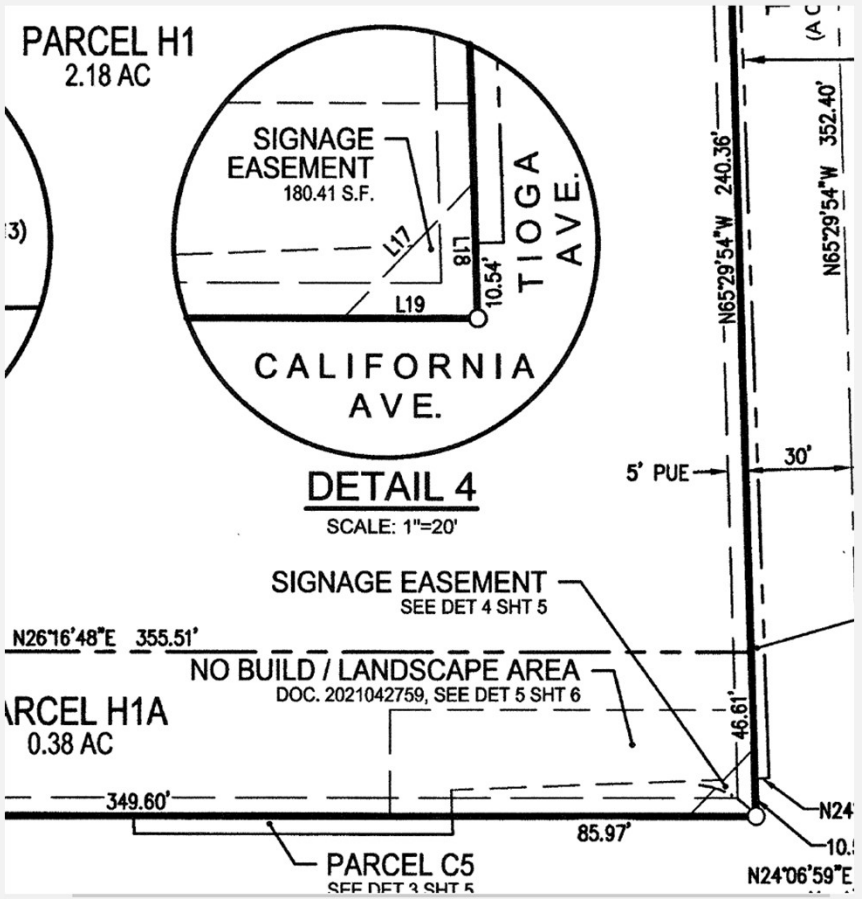


EXHIBIT B: PROPOSED CITY MONUMENT SIGN LOCATION

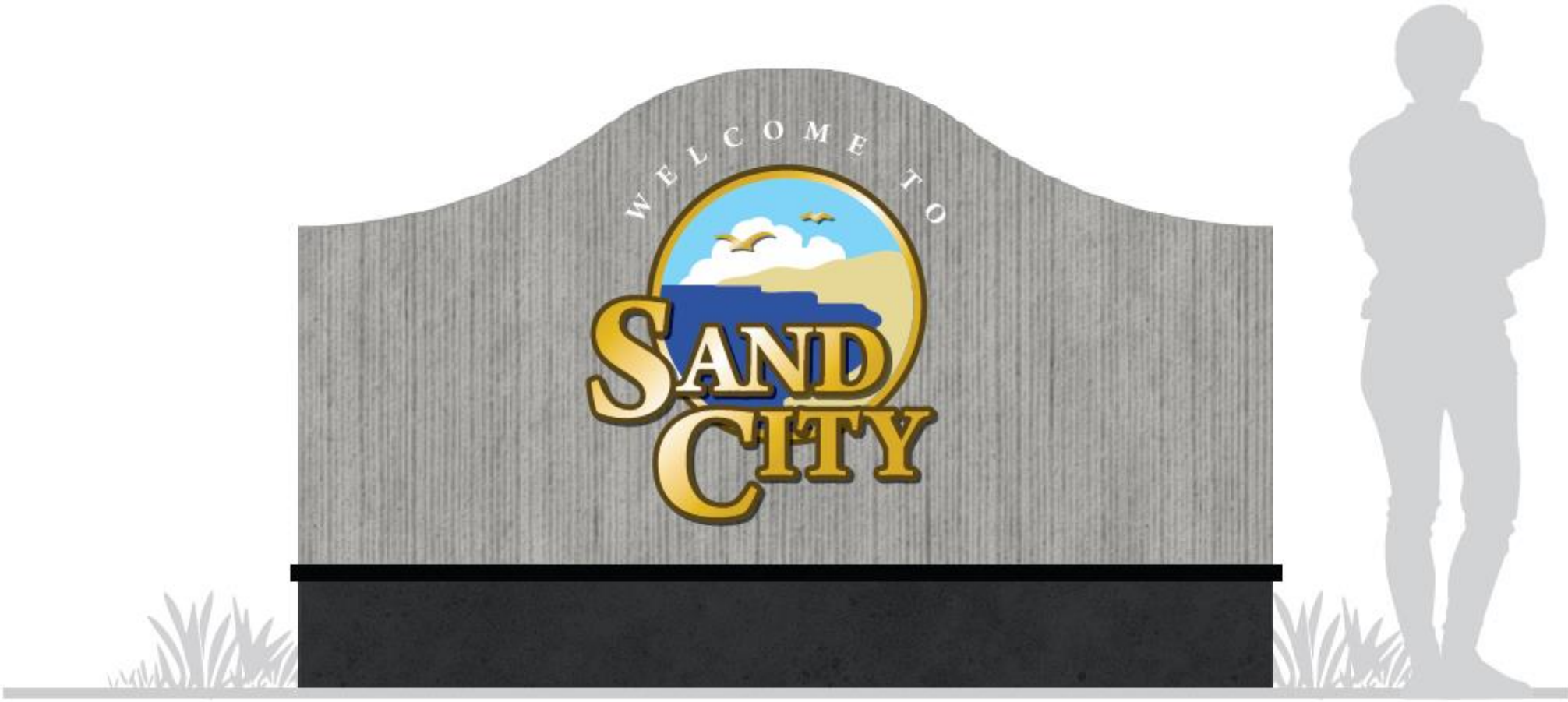


EXHIBIT C: PROPOSED CITY MONUMENT SIGN RENDERING