



CITY COUNCIL REGULAR MEETING

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

TUESDAY, MARCH 4, 2025

5:30 PM

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

City Council Regular Meeting - Tuesday, March 4, 2025
5:30 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 WEBINAR LIVE:**

<https://us02web.zoom.us/j/88349100938>

Webinar ID: 883 4910 0938

**To participate telephonically by calling the number below:
(669) 900-6833**

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

**TO PARTICIPATE IN PERSON:
City Hall Council Chamber
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 City Council 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 City Clerk will call on your name.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

4. 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 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.

5. 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.

5A. Approve the City Council Special Meeting and Regular Meeting Minutes for January 21, 2025
[Draft Minutes](#)

5B. Receive Annual Reports for the Solid Waste, Recycling and Organics Collections Services 2024 and the 2024 ReGen Overall Jurisdictions Summary Report
[Staff Report](#)
[City of Sand City Annual Report of Solid Waste, Recycling and Organics Collections Services 2024](#)
[2024 Regen Overall Jurisdictions Summary Report](#)

5C. Approve a Resolution Approving Special Event Permit 25-01 for Community Human Services "Banding Together" Fundraiser in the Art Part on April 12, 2025
[Staff Report](#)
[Resolution](#)
[Special Event Application](#)
[Art Park Special Event Layout](#)
[CHS Letter of intent](#)

5D. Acceptance of City/Successor Agency Financial Report from December 2024
[Staff Report](#)

[December 2024 Cash Receipt Report](#)
[December 2024 Check Report](#)
[December 2024 Revenue Report-Successor Agency](#)

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

- 8A. First Reading of an Ordinance Approving the Second Amendment to the Development Agreement by and Between the City of Sand City and DBO Development No. 30, LLC Relating to the Development Commonly Known as the South of Tioga Project
[Staff Report](#)
[Ordinance](#)
[Development Agreement-Second Amendment](#)

9. NEW BUSINESS

- 9A. Consideration of the City of Seaside's Request to the Seaside County Sanitation District (SCSD) to Change Voting Structure from an Equal Share per Member of the JPA to a Weighted Voting in Favor of Seaside; Direction to the City's Representative on SCSD Councilmember Blackwelder Regarding Same
- 9B. Re-Consideration of Acceptance of Public Art and Site Selection-Sculptures ***This item was continued from February 18, 2025***
[Staff Report](#)
[Images of Sculptures](#)
- 9C. Direct the City Manager to Enter Into Contracts for Construction of the Base of the Monument Sign and Installation and Authorize the City Manager to Expend General Fund Revenues for \$24,292.71 to Cover the Full Cost of Sign Installation Plus a \$6,000 Contingency
[Staff Report](#)
[Sign Easement Agreement](#)
[Proposed City Monument Sign Location](#)
[City Monument Sign Rendering](#)
[CSI Invoice](#)
[Monterey Signs Estimate](#)
- 9D. Consideration and Approval for the Cancellation of the March 18, 2025 Regular City Council Meeting

10. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY

11. 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
5A.**

**Approve the City Council Special Meeting
and Regular Meeting Minutes for January
21, 2025**

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

City Council Special Meeting - Tuesday, January 21, 2025 5:00 PM

As allowed by Assembly Bill AB 2449, this meeting was conducted in person and by
teleconference

Mayor Carbone called the meeting to order at 5:00 PM.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
City Attorney Anthony Amara
City Clerk Kerry Lindstrom

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

No public comment received.

City Council/Successor Agency Board to adjourn to Closed Session regarding:

3A. Conference with labor negotiators pursuant to Government Code Section 54957.6. Negotiators: Vibeke Norgaard, City Manager, Adam Lindgren, City Attorney, and Che Johnson, Attorney. Employee Organization: Police Officers Association

3B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Government Code Section 54957.1

City Attorney Anthony Amara reported the Council received updates and provided direction. No reportable action was taken.

4. ADJOURNMENT

City Council adjourned the meeting at approximately 5:45 PM.

Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, January 21, 2025 5:30 PM

As allowed by Assembly Bill AB 2449, this meeting was conducted in person and by
teleconference.

Mayor Carbone called the meeting to order at 5:30 PM.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
City Attorney Anthony Amara
Planning Services, Associate Planner Esme Wahl
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Diaz.

3. ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

Mayor Carbone announced:

- A written Mayor's Report will be provided at the next City Council meeting.
- If anyone is experiencing symptoms due to the Moss Landing power plant battery fire, see a medical professional and document for health department records.

City Manager Vibeke Norgaard announced:

- A report was just released regarding the Moss Landing power plant battery fire, which stated high levels of toxic gas that would cause a health hazard were not released.
- Monterey Fire Department has deployed firefighters to assist with the fires in Southern California.
- New Police Officer Justin Fujiwara started today and a badge pinning ceremony will take place on January 28, 2025, at 4:30 PM.
- The City and Finance managers attended the Oversight Board meeting and Sand City's ROPS were approved.
- The Finance Manager has been working closely with the auditors and the Fiscal Year 2023-24 financials will be brought to Council in February.
- In connection with MST's SURF! project, Granite Rock will be performing ground penetrating radar work on Playa Avenue within the next week at night.
- The HR/Risk Manager has been working on setting up the new finance software, ERP Pro, that will allow all finance systems to be automated and no more manual entries.

4. COMMUNICATIONS

No public comment received.

5. CONSENT CALENDAR

No public comment received.

- 5A. Approved Resolution JPFA 25-01 of the Sand City Joint Powers Financing Authority confirming its officers.
- 5B. Approved Resolution SC 25-01 confirming members of the Sand City Arts Committee.
- 5C. Approved Resolution SC 25-02 appointing Mary Ann Schicketanz to the Design Review Committee.
- 5D. Approved Resolution SC 25-03 ratifying appointments to various local and regional agencies and boards effective January 21, 2025.
- 5E. Accepted the City/Successor Agency Financial Reports from October 2024.
- 5F. Accepted the City/Successor Agency Financial Reports from November 2024.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. PRESENTATION

- 7A. 2025-2029 Urban County Community Development Block Grant (CDBG) Consolidated Action Plan Estimated Funding Presentation: Dawn Yonemitsu, Monterey County Housing and Community Development

No public comment received.

No action was taken, Council received the 2025-2029 Urban County Community Development Block Grant (CDBG) Consolidated Action Plan Estimated Funding presentation from Dawn Yonemitsu, Monterey County Housing and Community Development.

- 7B. Street Paving Plan Update Presentation: Leon Gomez, City Engineer

No public comment received.

No action was taken, Council received the Street Paving Plan update presentation from Leon Gomez, City Engineer.

8. PUBLIC HEARING

- 8A. Approve a Resolution Approving Conditional Use Permit (CUP 24-077) and Site Plan for Smooth Coffee Co Coffee Roasters to Operate a Direct-to-Consumer and Wholesale Roasting Production Operation Within an Existing Building at 748 California Avenue

Public comment received from Noah Reeves, Eric Anderson, Brad, Jonathan, and Brennan.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Council voted 5-0 to approve Resolution SC 24-04 as amended, with amendments to Condition 10 and Condition 16 in the Conditions of Approval, approving Conditional Use Permit (CUP 24-077) and site plan for Smooth Coffee Co. Coffee Roasters to operate a direct-to-consumer and wholesale roasting production operation within and existing building at 748 California Avenue.

- 8B. Approve a Resolution Approving Conditional Use Permit (CUP 23-007) and Site Plan for Temporary Truck Storage (Phase I) and a Food Truck Park and Community Event Space (Phase II) ("The Yard") at 725 Dias Avenue

Councilmember Sofer recused due to a conflict of interest living within 500' of 725 Dias Avenue.

Public comment received from Noah Reeves, Eric Anderson, Jonathan, Marie Goulet, and Jeanne Colletto

Upon motion by Mayor Carbone and seconded by Councilmember Diaz, Council voted 4-0-1, Councilmember Sofer recused, to deny approving Conditional Use Permit (CUP 23-007) and Site Plan for Temporary Truck Storage (Phase I) and to continue consideration of a Food Truck Park and Community Event Space (Phase II) ("The Yard") at 725 Dias Avenue to the February 18, 2025 Regular City Council Meeting.

9. NEW BUSINESS

- 9A. Approve a Resolution Approving and Adopting a Tickets and Passes Distribution Policy

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Council voted 5-0 to approve Resolution SC 25-05 approving and adopting a Tickets and Passes Distribution Policy.

10. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY

11. ADJOURNMENT

Council adjourned the meeting at approximately 8:30 PM.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5B.**

**Receive Annual Reports for the Solid
Waste, Recycling and Organics Collections
Services 2024 and the 2024 ReGen Overall
Jurisdictions Summary Report**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: 2024 GreenWaste, ReGen Annual Reports
DATE: March 4, 2025

BACKGROUND/DISCUSSION:

Attached are the City of Sand City Annual Report of Solid Waste, Recycling and Organics Collections Services 2024 and the 2024 ReGen Overall Jurisdictions Summary Report

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving these reports

RECOMMENDATION:

Receive reports

ATTACHMENTS:

1. City of Sand City Annual Report of Solid Waste, Recycling and Organics Collections Services 2024
2. 2024 ReGen Overall Jurisdictions Summary Report



City of Sand City
Annual Report of Solid Waste,
Recycling and Organics Collection Services
2024

Submitted by
GreenWaste Recovery, LLC

Executive Summary – City of Sand City

Section I: Summary Assessment

Throughout 2024, GreenWaste continued to build on previous years efforts to reach the City of Sand City's 65% diversion goal, focusing its efforts on reducing the amount of solid waste (MSW) disposed of and finding the best and highest use for materials recovered through our world-class sorting and processing facilities. Recycling and organics collection remain a crucial part of our strategy, making up 531.9 and 246.4 tons per year respectively.

GreenWaste has seen tonnage trends begin to stabilize after fluctuations caused by the COVID-19 pandemic. Despite this, the lingering effects of the pandemic have continued to create economic and programmatic challenges for GreenWaste and its customers.

As GreenWaste monitors progress in achieving the City's 65% diversion goal and other waste reduction targets, disposal trends remain a key metric when evaluating success.

Overall, the City of Sand City's diversion percentage increased by 9% to 40% in 2024.

Throughout 2024, GreenWaste's Public Education and Outreach Plan (PEOP) focused on four main goals:

1. Increase organics program across residential and commercial sectors. Education and outreach will be essential to creating sustained behavior change.
2. Design a campaign geared towards diverting organics from landfill reducing contamination across all materials. Equipping commercial and residential customers with education on proper disposal including bulky items and e-waste to build a multi-faceted approach to reducing contamination and increasing diversion.
3. Implement education and awareness around best practices, such as reducing the use of plastic bags in the recycle and organic waste streams. Encourage customers to place recycling in containers loose and dry and to keep bags, including BPI-certified or compostable bags out of the residential organic waste stream.
4. Create a safety campaign to ensure customers are aware of common waste-hazards including batteries and e-waste. Provide customers with education on proper disposal of hazardous items that are not accepted in collection containers.

This report focuses on the implementation and success of each of these goals, participation in collection programs, tonnage trends, subscription levels, and outreach and education provided to customers. We will provide an update on program efficiency, economic indicators, and our effectiveness in meeting our shared goals and objectives as set forth by our franchise agreement.



GREENWASTE RECOVERY, LLC
Annual Report - City of Sand City
January 1 - December 31, 2024

Section 1 | Tonnage Report

2024 Annual Tonnage Summary			
Customer Type	Material	Total	Material Type as a Percentage of the Customer Type Total Tonnage
Single Family	MSW	79.4	61.00%
	Recycle	24.8	19.07%
	Organics	25.9	19.93%
	Diversion	39%	
MFD	MSW	61.00	61.00%
	Recycle	19.07	19.07%
	Organics	19.93	19.93%
	Diversion	33%	
Commercial	MSW	61.00	61.00%
	Recycle	19.07	19.07%
	Organics	19.93	19.93%
	Diversion	35%	
Debris Box	MSW	703.0	54.27%
	Recycle	151.3	11.68%
	Organics	76.9	5.94%
	C&D	364.2	28.11%
	Diversion	46%	
Agency	MSW	7.8	52.29%
	Recycle	5.5	36.93%
	Organics	1.6	10.78%
	C&D	-	-
	Diversion	48%	
Summary of Total Tonnage for All Customer Types	MSW	1,707.3	59.91%
	Recycle	531.9	18.66%
	Organics	246.4	8.65%
	C&D	364.2	12.78%
	Diversion	40%	

I. Single-Family Residential

The City of Sand City's single-family sector continues to see high participation in recycling and yard trimming programs.

Overall, the City of Sand City's single-family sector diversion percentage increased by 1% to 39% in 2024.

Outreach tactics vary significantly due to the number of single-family customers versus all other sectors. Print materials such as newsletters, postcards, or social media posts continue to be the main avenue for educating customers. Print content is developed based on campaign goals designated in the PEOP, as well as information gathered by drivers and outreach coordinators while in the field.

Successes for 2024 are identified below, followed by specific program recommendations and strategies deployed in 2025.

Successes:

1. Sustained Organics Participation: In 2024, GreenWaste saw similar Organics from the single-family sector compared to 2023. This is promising for Sand City's diversion metrics after the large increase in Organics diversion the year prior.

II. Multi-Family Dwellings (MFD)

	All MFD Customers	NON AB341 Customers	AB341 MFD Customers
Total Customers	2	0	2
% of the MFD Waste Stream	100%	---	100%
Customers Participating in Recycling Programs	2	0	2

*Detailed documentation on all AB341 customer touches is provided in the annual report. See AB341 annual report for additional information.

Despite GreenWaste's effectiveness in contacting 100% of the AB341-eligible MFD customers, obstacles continue to impede effective implementation and use of diversion programs. GreenWaste continues to promote recycling and diversion programs and highlights potential cost-savings associated with their implementation.

It is widely agreed that there are significant challenges in achieving both high and consistent diversion in the multi-family sector, yet every year, GreenWaste looks for innovative solutions to solve these challenges.

Overall, the City of Sand City's multi-family sector diversion percentage increased by 1% to 33% in 2024.

Successes and challenges for 2024 are identified below, followed by specific program recommendations and strategies that will be deployed in 2025.

Successes:

1. AB 341, AB 1826, SB 1383 Compliance: Through continuous engagement with multifamily dwelling (MFD) managers and the consistent distribution of educational materials, we have upheld 100 percent compliance with AB 341, SB 1383, and AB 1826. By promoting strong communication channels and giving clear guidance on waste diversion and organics recycling requirements, we have ensured that property managers and tenants remain informed and actively participate in sustainable waste management practices. This ongoing effort has contributed to improved waste separation and reduced contamination.

Challenges:

1. High Tenant Turnover Rate: High tenant turnover and a lack of awareness about waste separation practices present ongoing challenges in maintaining low contamination rates. Frequent resident changes in multifamily dwellings may lead to new residents not receiving proper education on waste disposal practices, leading to an increase in contamination.

Proposed Strategies: GreenWaste has proposed increasing direct engagement with individual residents and equipping on-site managers with educational materials and posters to distribute to new tenants. Additionally, we have suggested offering on-site training sessions during informational gatherings organized by property managers. These efforts aim to ensure that all residents receive clear guidance on proper waste separation and diversion practices, improving compliance and reducing contamination.

2. Limited Space for Receptacles: In the City of Sand City, several multi-family buildings encounter difficulties due to insufficient exterior space for trash, recycling, and organics services. Many of these properties lack traditional bin services and instead rely on multiple carts distributed across the site to accommodate tenant needs.

The use of carts rather than dedicated bin services poses various issues, including the potential for overflow and litter. This impacts the property's aesthetics and cleanliness and subjects the property to additional charges. Overflowing waste and litter can lead to extra fees, adversely affecting both the property management and its tenants.

Proposed Strategies: In the upcoming year GreenWaste will propose that Sand Cities MFDs optimize their existing spaces for their trash receptacles. We will work towards reconfigured layouts that maximize the space. This may include getting rid of multiple smaller carts and opting for larger cart sizes and using different designated areas for receptacles.

III. Commercial Businesses (COM)

	All COM Customers	NON AB341 COM Customers	AB341 COM Customers
Total Customers	106	88	18
Percent of the Commercial Waste Stream	94%	93%	100%
Customers Participating in Recycling Programs	100	82	18

*Detailed documentation on all AB341 customer touches is provided in the annual report. See AB341 annual report for additional information.

Significant targeted outreach was provided to large commercial generators required to comply with AB341 and AB1826. Per the Franchise Agreement, GreenWaste is required to *“Offer Recycling opportunity assessments at least one (1) time annually to AB341 Eligible Commercial Customers to promote Recyclable and Organic Materials Collection.”*

GreenWaste continues to remain successful in creating these assessment opportunities, however, while these customers are the largest individual generators, they make up only 19% of the total commercial customer base in the City of Sand City. In 2024, GreenWaste continued its efforts to identify generators outside of the AB341 and AB1826 customer list to provide them with outreach, education, and technical assistance.

Overall, the City of Sand City’s commercial sector diversion increased by 2% to 35% in 2024.

There are several challenges specific to the commercial sector which make it difficult to achieve high and consistent diversion.

Successes and challenges for 2024 are identified below, followed by specific program recommendations and strategies that will be deployed in 2025.

Successes:

1. Improved communication and increase in compliance: This year, through improved communication with managers and employees, we successfully addressed contamination issues as they arose. GreenWaste customers in Sand City have responded positively to this year’s outreach efforts, demonstrating a strong commitment to proper waste management practices. This strong commitment and increased interest in waste management practices also led to an increase in SB 1383 and AB 1826 compliance.

This year’s audits also revealed a notable increase in diversion rates across Sand City. Thanks to the joint efforts of outreach coordinators, property managers, and employees, waste diversion practices have improved significantly, with minimal contamination observed throughout 2024.

2. AB 341 Compliance: Through continued outreach and communication with businesses AB 341 has remained at 100 percent compliance for Sand Cities businesses. Even new businesses have subscribed and continued to subscribe to a recycling program.
3. SB 1383 Waivers: In 2024 a large goal set by outreach coordinators was to get as many locations as possible to sign the SB 1383 waivers that produced little to no organics so that they could be exempt. With ongoing SB 1383 enforcement efforts, SB 1383 compliance has reached 88% for 2024. We also assisted in getting many businesses to enroll in organic services and provide education to support their organics diversion programs. In 2024, a key goal for outreach coordinators was to secure SB 1383 waiver submissions from as many eligible locations as possible, exempting those that produce little to no organics. With ongoing enforcement efforts, SB 1383 compliance reached an impressive 88% this year. We also successfully assisted numerous businesses in enrolling in organics services and provided education to support their organics diversion programs, further advancing waste reduction and sustainability initiatives.

Challenges:

1. Illegal SB 1383 waiver: In Sand City, several businesses have yet to complete and submit the required SB 1383 waivers to the city for processing. Despite ongoing discussions, on-site meetings with some customers, and multiple copies of the waiver being provided, some customers have yet to submit completed waivers. There are still instances where submissions remain pending as well. This highlights the continued challenge of ensuring full compliance with SB 1383 within the Sand City business community.

Proposed Strategies: To navigate the challenge of SB 1383 waiver submissions not being completed and submitted, the outreach team can embrace a more hands-on approach by proactively assisting customers during on-site visits. By filling out the non-specific portions of the waiver prior to the customer, the process becomes streamlined, reducing delays and simplifying compliance. Furthermore, outreach efforts can incorporate collaboration with the city to help enforce compliance measures. This combined approach seeks to foster a higher rate of adherence among businesses in Sand City, ultimately contributing to smoother and more efficient waiver submission and processing.

2. Illegal dumping and spatial constraints: In Sand City, many businesses face spatial constraints that prevent the installation of enclosures for their trash receptacles. This has inadvertently led to incidents of illegal dumping. Businesses have expressed concerns that adding additional receptacles to meet compliance requirements could exacerbate the problem, potentially attracting more illegal dumping. Additionally, there is apprehension that future financial penalties for contamination may outweigh the benefits of utilizing extra waste services, further complicating compliance efforts.

Proposed strategies: In catering to the unique needs of commercial businesses without dedicated spaces for waste containers, Greenwaste can provide customized instructions to

drivers to place receptacles away from public spaces after service has been provided. To be proactive, GreenWaste suggests implementing additional security measures, communicating with the city's illegal dumping and litter abatement task force, and providing locks if the business requests them.

3. Blocked containers: A recurring issue with Sand City businesses is that delivery trucks and employees frequently park in front of trash receptacles blocking access to the waste containers on service days. Blocking the containers for a prolonged period will prevent the drivers from servicing the businesses containers on the scheduled day. Blocking the containers disrupts drivers' schedules, servicing processes, and can lead to additional costs for the business.

Proposed strategy: To address the issue of the blocked waste containers on collection day outreach coordinators will communicate and coordinate with all parties involved about the collection days to ensure a smooth and uninterrupted waste collection service. We also provide prompt communication with the customer when we are notified about interruptions to service so they can be resolved.

IV. Agency

	All Agency Accounts	NON AB341 Accounts	AB341 Agency Accounts
Total Accounts	2	1	1
Accounts Participating in Recycling Programs	2	1	1

In 2024, the Outreach team continued to work with the single Agency Facility in Sand City to ensure participation and source separation was taking place. Due to small tonnage amounts, smaller changes can lead to large percentage changes in diversion.

Overall, the City of Sand City's diversion percentage for agency facilities decreased by 12% to 48% overall in 2024. This volatility is mostly due to low tonnages in the sector.

Successes and challenges are identified below, followed by specific program recommendations and strategies deployed in 2025.

Successes:

1. Contamination: In 2024, agency facilities have remained committed to diversion efforts. Their 65-gallon organics cart, 5X 65-gallon recycle carts, 6X 65-gallon trash carts, a 1-yard trash, and a 4-yard recycle bin have consistently been contamination-free in 2024.

V. Events, Workshops, Presentations or Sponsorships

[Appendix](#)

{Link Expires on April 30, 2025}

Section II: Vehicle Inventory:

Please see below link to access PC Vehicle List 2024.

[Appendix](#)

{Link Expires on April 30, 2025}

Section III: Cost Based Rate Adjustment Data:

This section does not apply to 2024.

Section IV: Collection and Subscription:

Please see the link below to access Collection and Subscription data.

[Appendix](#)

{Link Expires on April 30, 2025}

Section V: Public Education and Outreach:

- a. Please see below link to access outreach materials provided to Customers, pursuant to Section Exhibit C, Section 1.9 or otherwise used for education and outreach efforts in accordance with Exhibit C of the Agreement.

[Appendix](#)

{Link Expires on April 30, 2025}

- b. Effective 11/29/21 and forthgoing, record of print material disseminated, or direct contact was made.

[Appendix](#)

{Link Expires on April 30, 2025}

- c. Please see the link below to access mass distribution and bill insert mailings.

[Appendix](#)

{Link Expires on April 30, 2025}

- d. Please see the link below view 2024 social media posts, email communication and other electronic messages.

[Appendix](#)

{Link Expires on April 30, 2025}

- e. Please see below link to access 2024 Public Education and Outreach Plan.

[Appendix](#)

{Link Expires on April 30, 2025}

Section VI: Compliance Monitoring and Enforcement:

a. SB1383 Regulatory Non-Compliance Complaints:

Date	Customer ID	Address	Investigation and Response Note
None as of 2024			

b. SB1383 Non-collection event reviews:

Date	Customer ID	Address	Reason Note
None as of 2024			

Tonnage and Diversion Summary

ReGen Monterey

Year and Month

Multiple selections

Sector

All

Jurisdiction

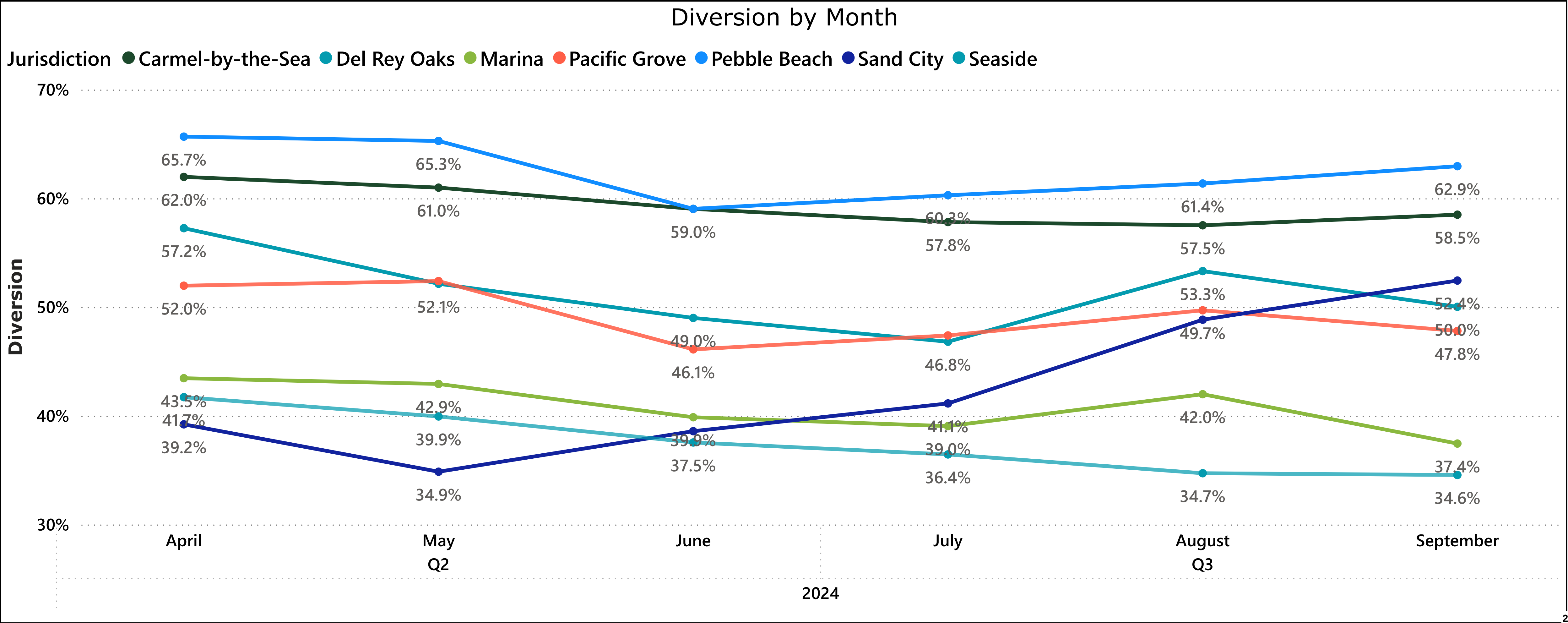
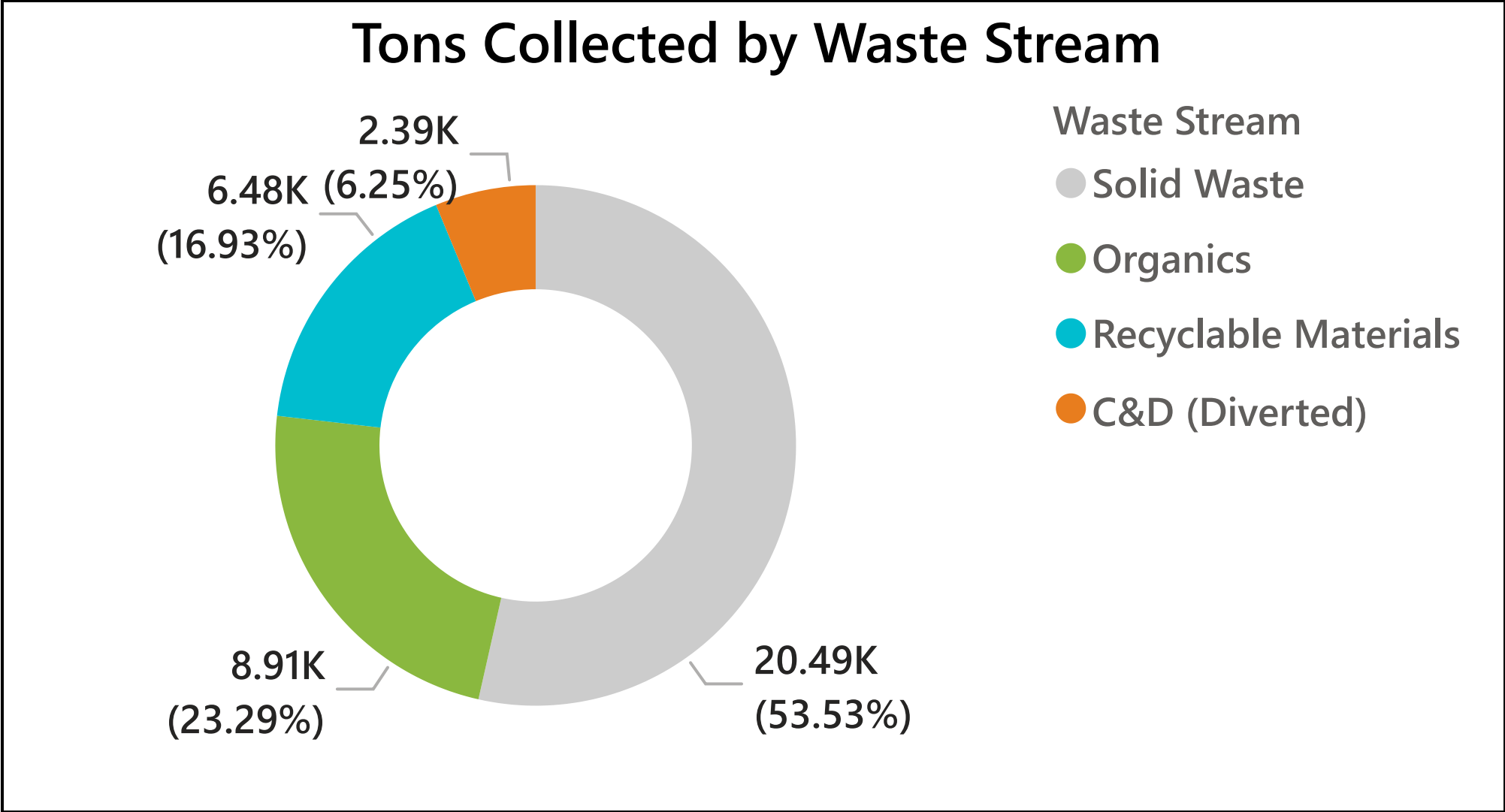
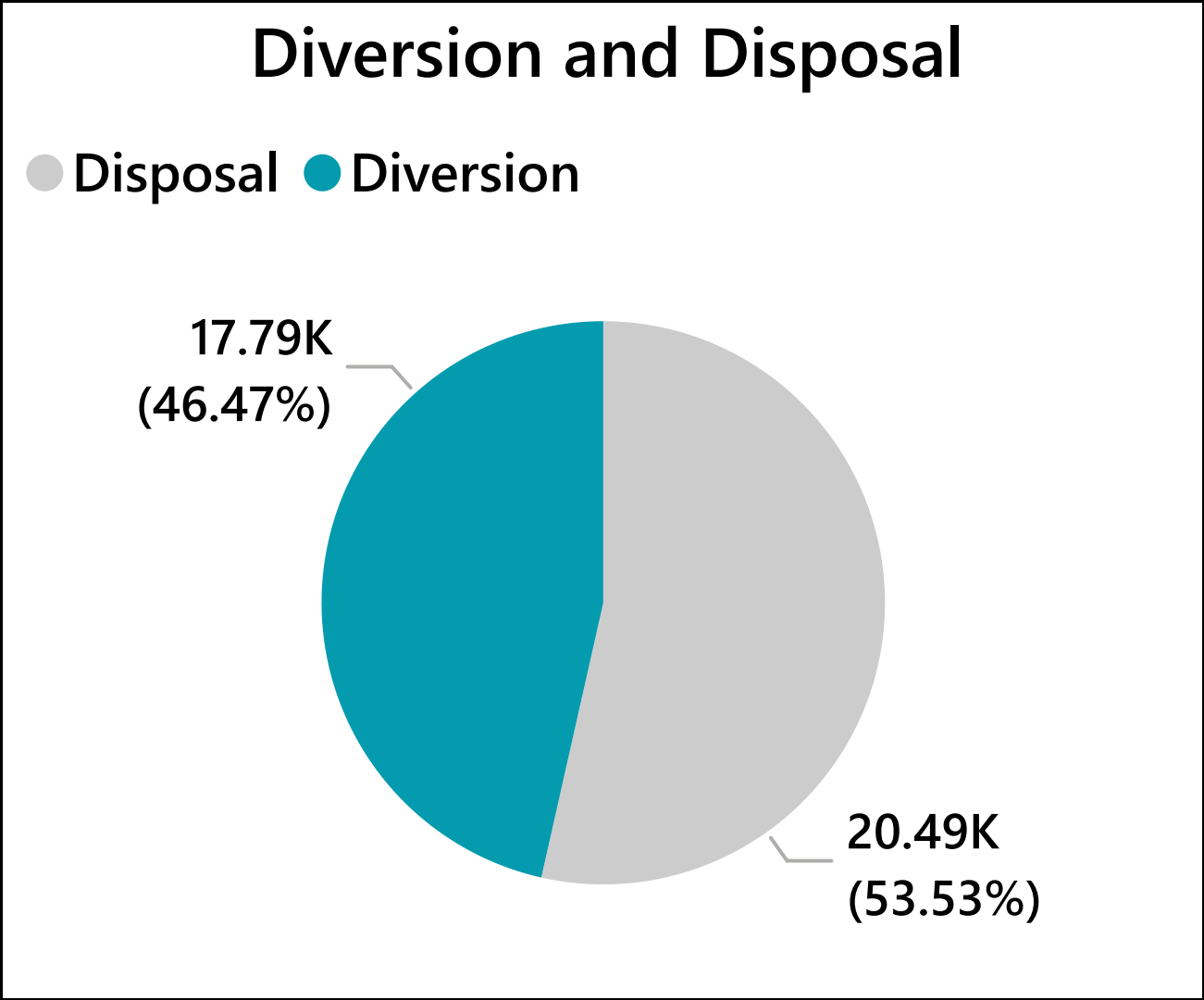
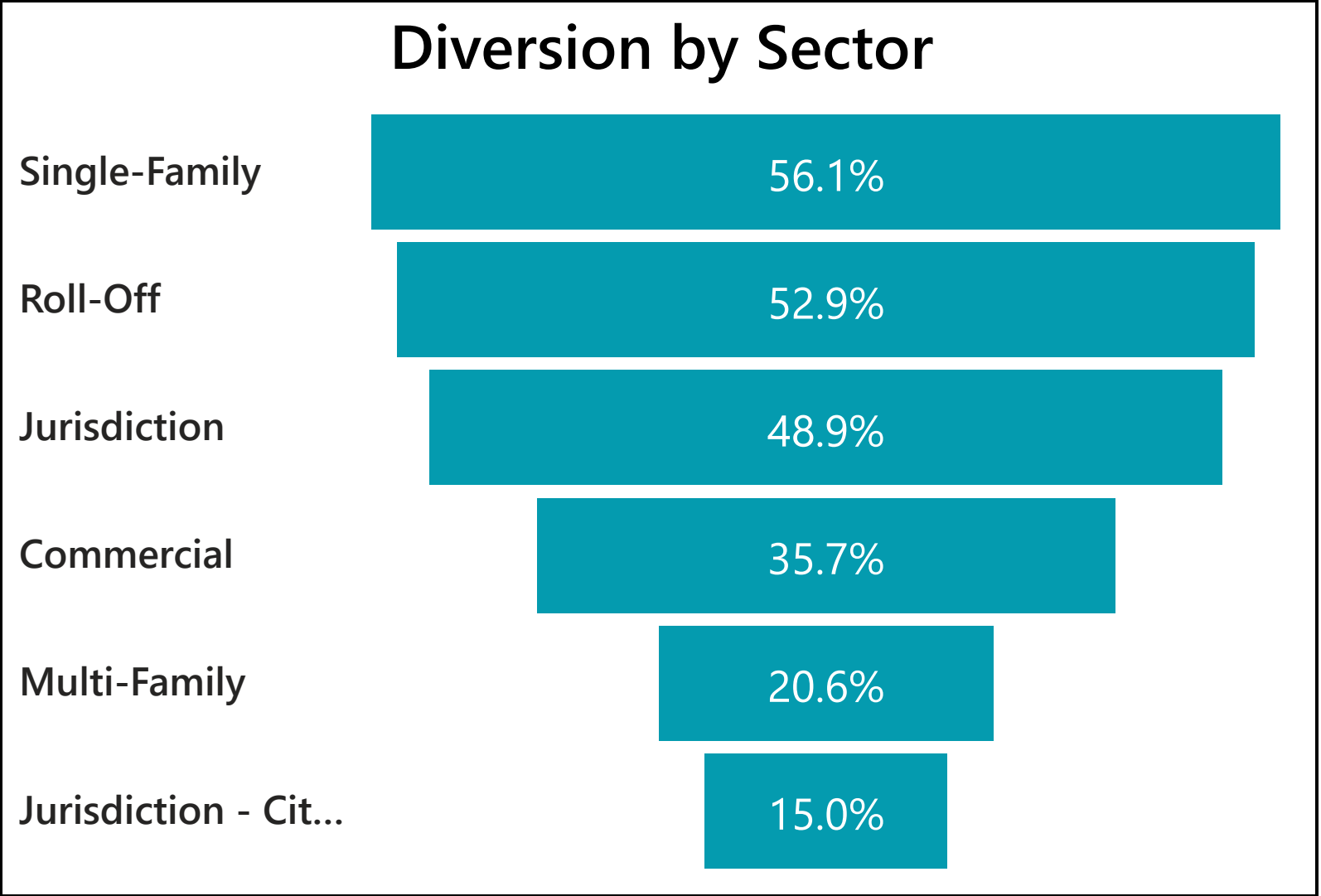
All

Total Tons Collected

38.27K

Total Diversion Rate

46.5%



Hauler Collected Revenue Summary

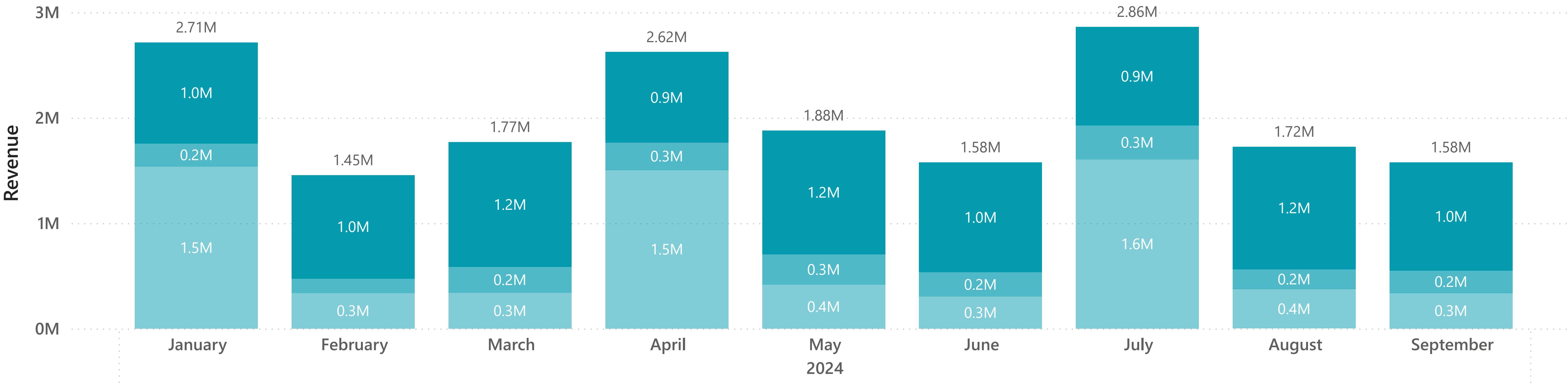
ReGen Monterey

Jurisdiction

All

Hauler Collected Revenue by Month and Sector

Sector Single Family Roll-Off Commercial



Sector	January	February	March	April	May	June	July	August	September	Total
Commercial	\$957,723	\$980,774	\$1,182,413	\$859,623	\$1,175,182	\$1,040,888	\$935,376	\$1,162,868	\$1,025,466	\$9,320,313
Single Family	\$1,535,068	\$335,767	\$338,563	\$1,504,312	\$415,687	\$302,766	\$1,603,351	\$375,343	\$337,547	\$6,748,404
Roll-Off	\$220,891	\$138,333	\$246,320	\$258,677	\$286,873	\$231,941	\$322,004	\$186,547	\$212,139	\$2,103,725
Total	\$2,713,682	\$1,454,874	\$1,767,296	\$2,622,612	\$1,877,742	\$1,575,595	\$2,860,731	\$1,724,758	\$1,575,152	\$18,172,442

Call Center & Website Traffic Overview

ReGen Monterey

Select Year and Month

2024

▼

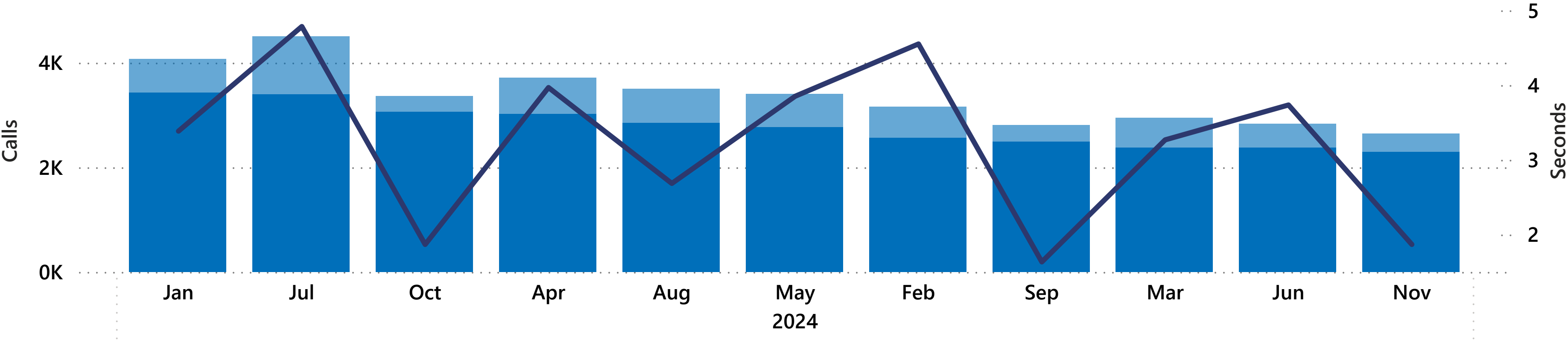
Jurisdiction

All

▼

Call Center Performance

● Average of Calls Handled by Operator ● Average of Calls Abandoned ● Avg Answer Time in seconds



0.42

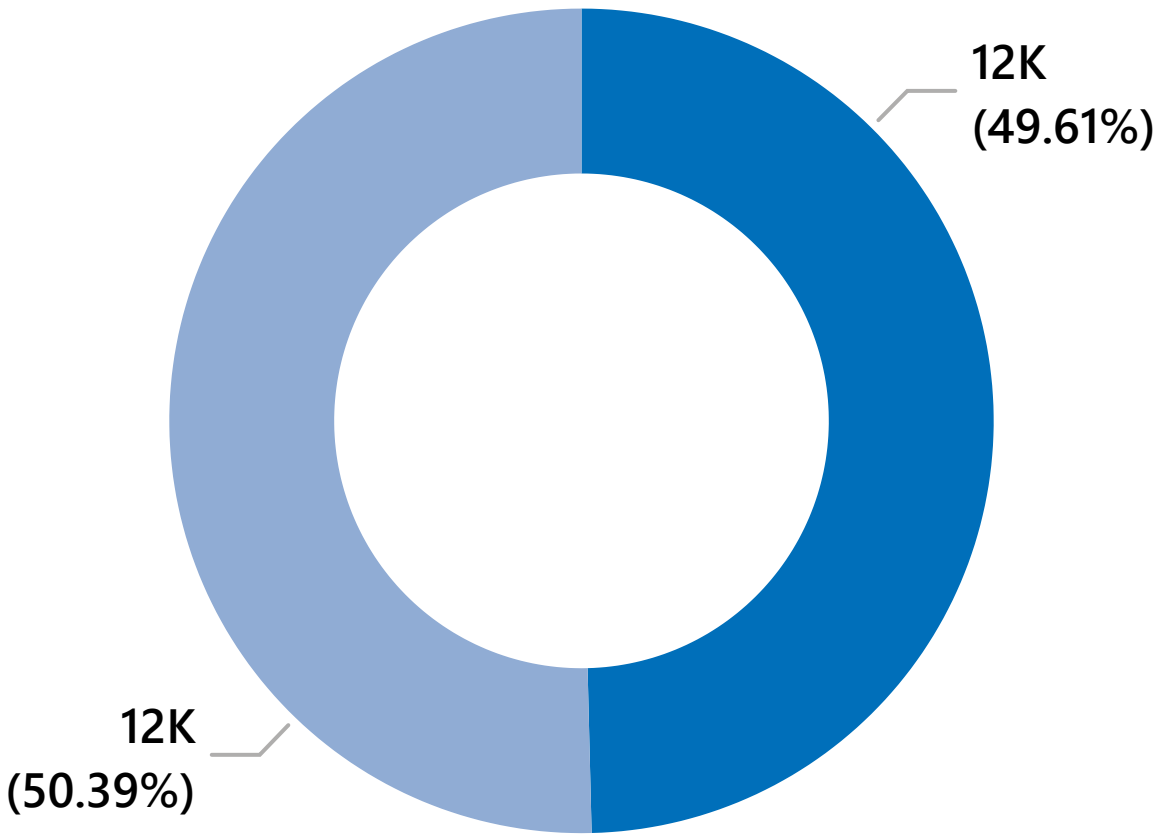
Average time to answer(Seconds)

0.92

Average delay time(Seconds)

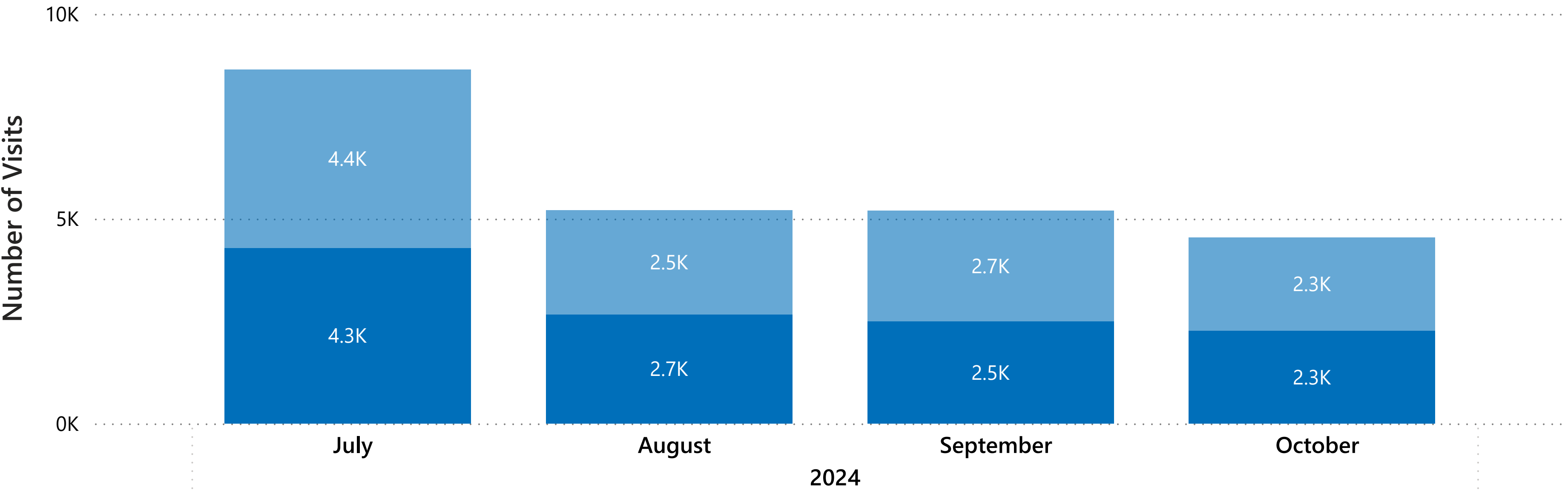
Web Traffic by Frequency Type

● Unique Visitors ● Return Web Traffic



Web Interactions

● Unique Visitors ● Return Web Traffic



AB 1826 and AB 341 Compliance Summary

ReGen Monterey

Year and Month

2024 (Year) + Q3 (Quarter)

Jurisdiction

All

AB 1826 Compliance

70.1%

AB 1826 Non-compliant Generators of
Selected Month

186

AB 341 Compliance

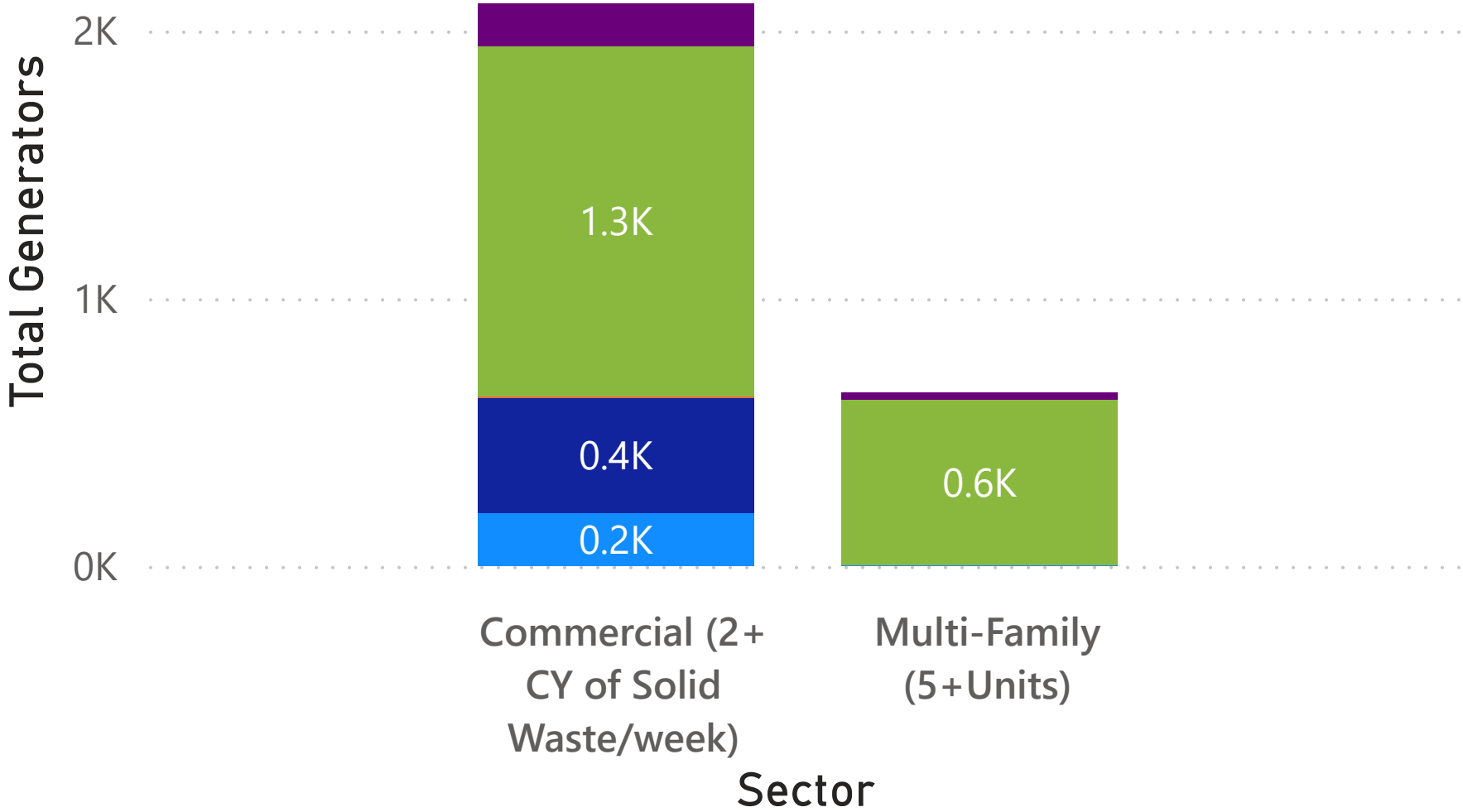
94.6%

AB 341 Non-compliant Generators of
Selected Month

96

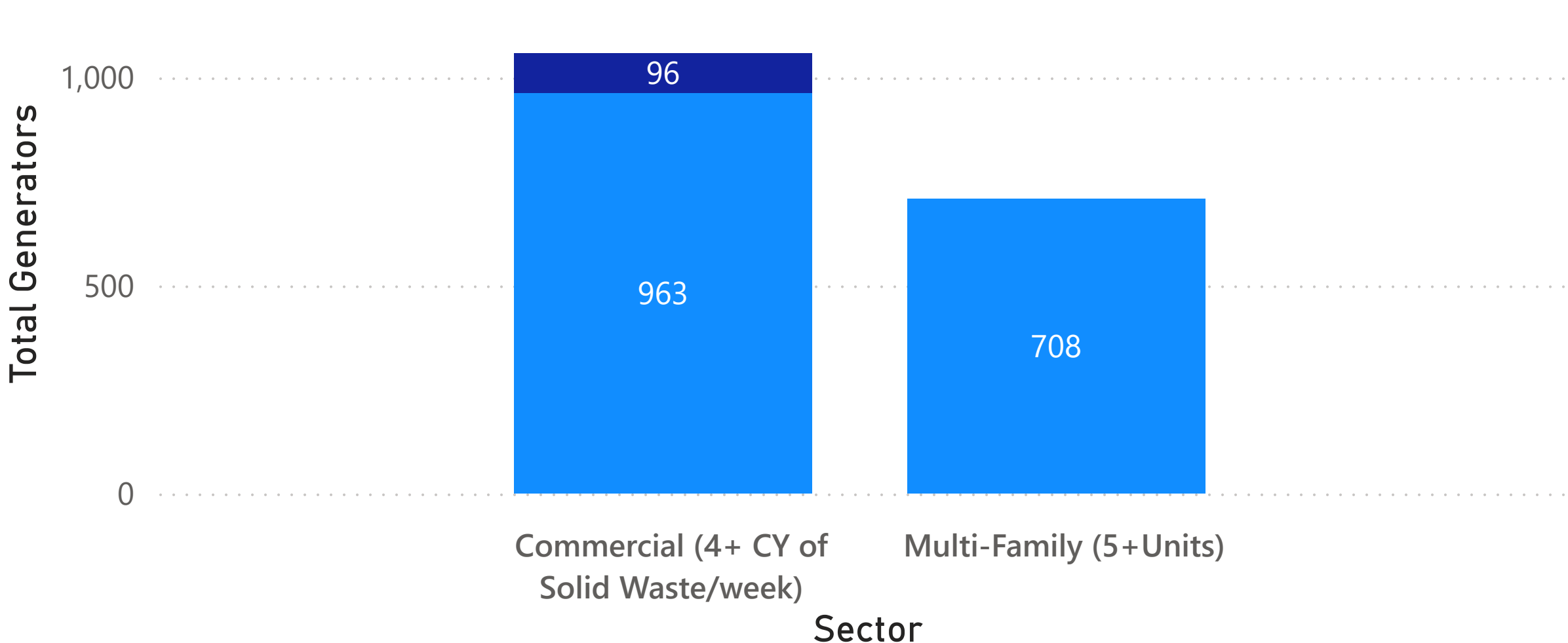
Total Generators for AB 1826 Compliance by Sector & Program Desc

- De Minimis Waiver
- De Minimus Waiver
- Physical Space Waiver
- With Org Materials Collection
- Without Organic Materials C...

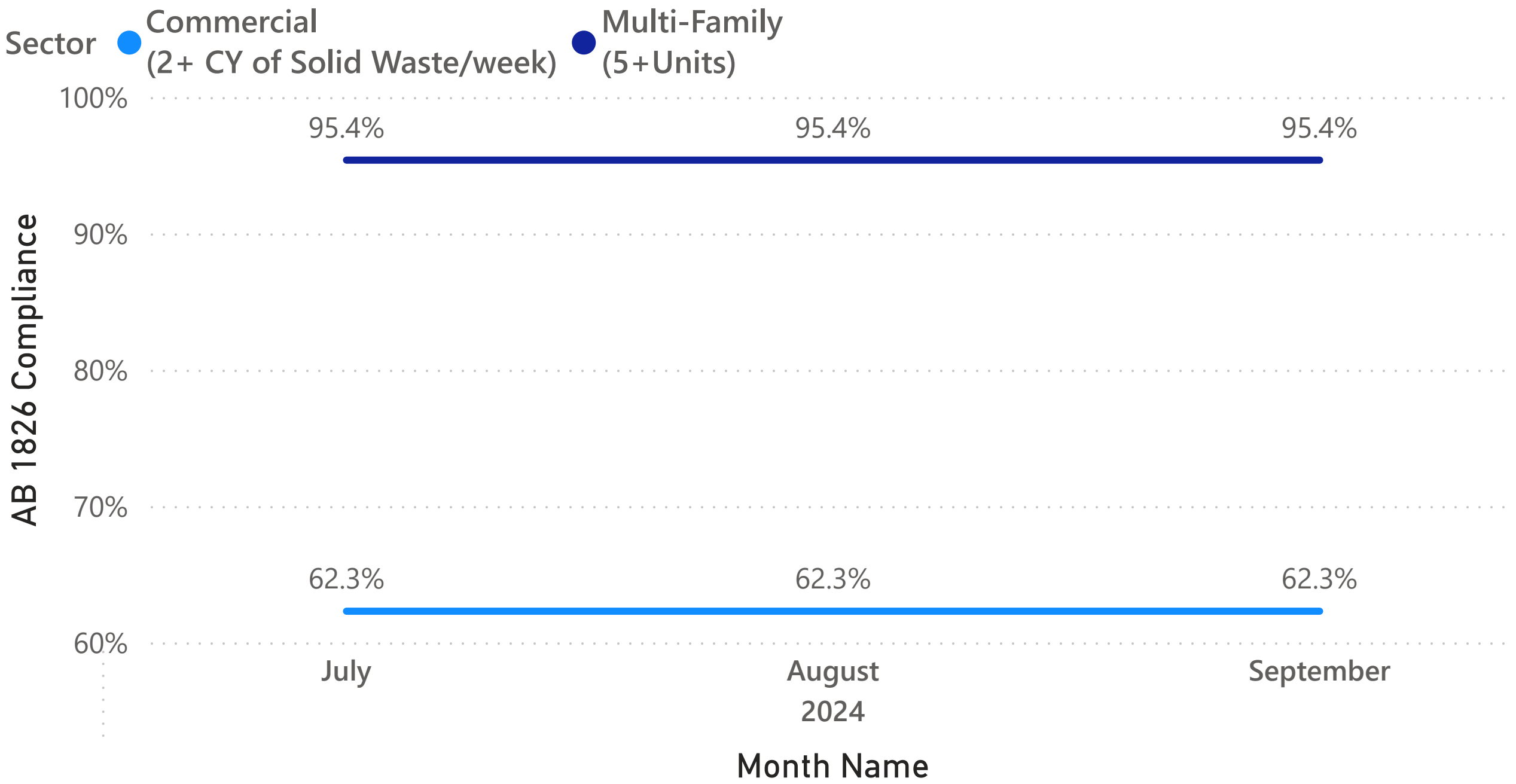


Total Generators for AB 341 Compliance by Sector & Program Desc

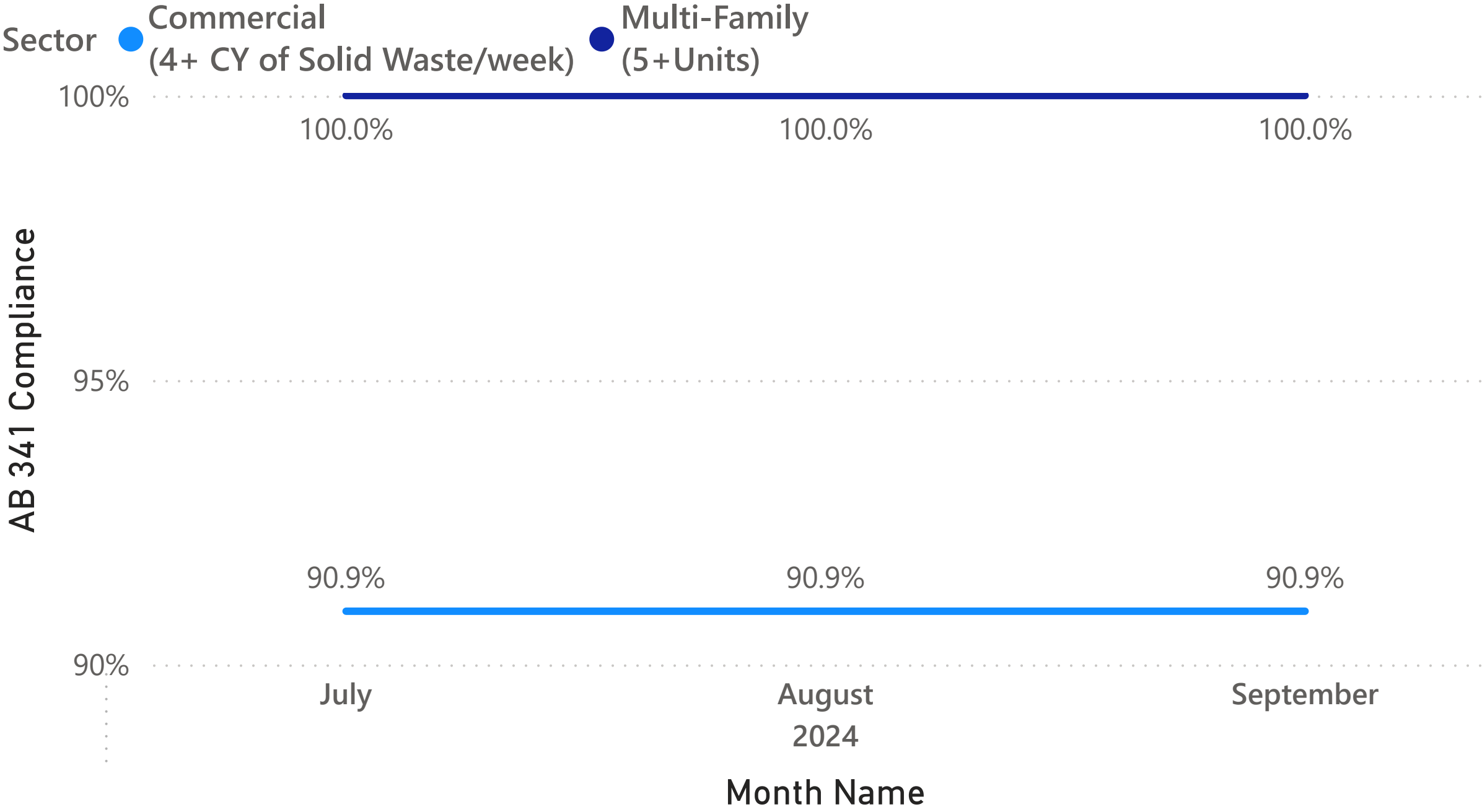
- With Recycling Collection
- Without Recycling Collection or Waiver



AB 1826 Compliance by Year,Month and Sector



AB 341 Compliance by Year, Month and Sector



SB 1383 Generator Compliance Summary

ReGen Monterey

Month and Year

Multiple selections

Jurisdiction

All

SB 1383 Compliance

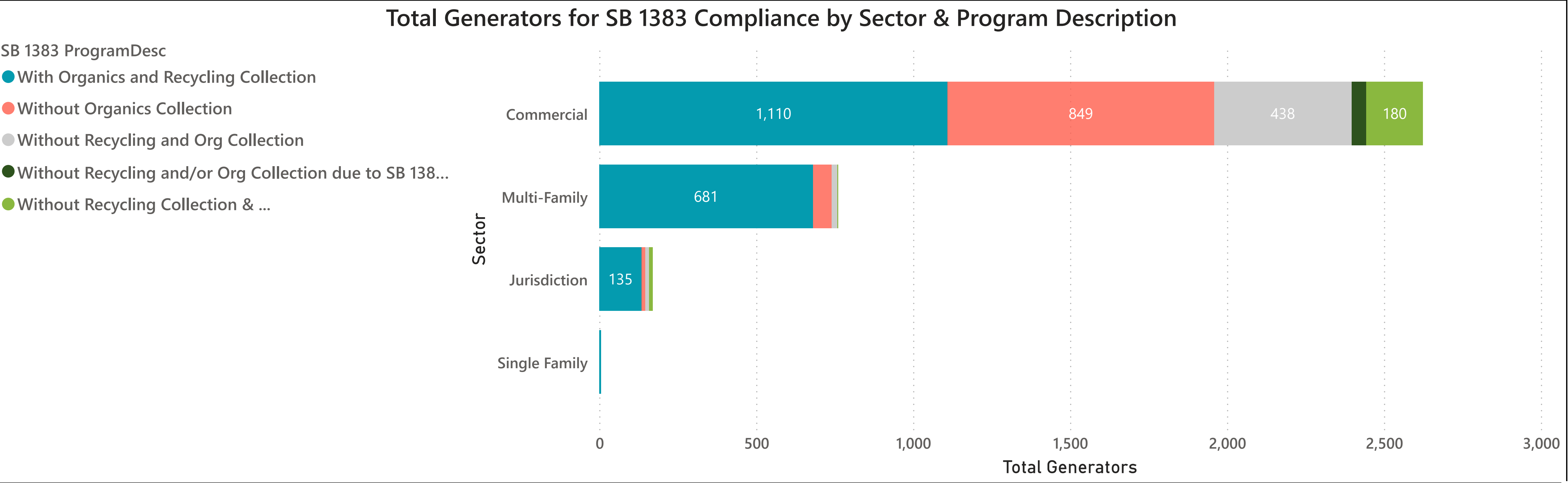
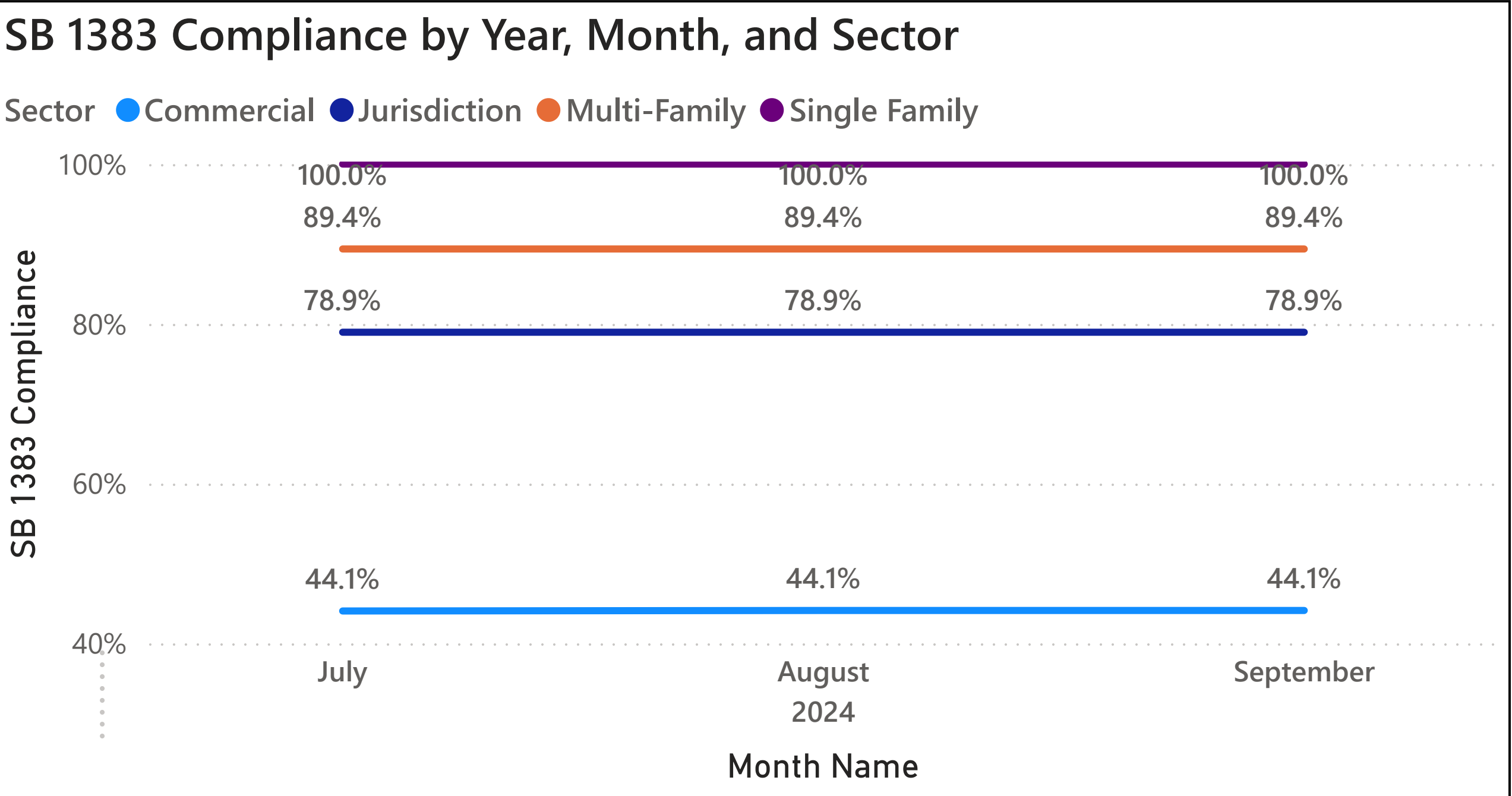
55.5%

SB 1383 Non-compliant Generators of
Selected Month

1,584

Collection System Summary

Sector	Generators
Commercial	1,122
3 Container	1,122
Jurisdiction	108
3 Container	108
Multi-Family	666
3 Container	666
Total	1,896



**AGENDA ITEM
5C.**

**Approve a Resolution Approving Special
Event Permit 25-01 for Community Human
Services "Banding Together" Fundraiser in
the Art Part on April 12, 2025**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Matt Papurello Contract City Planner
SUBJECT: Special Event Permit for Community Human Services “Banding Together”
Event
DATE: March 4, 2025

BACKGROUND:

An application for a Special Event Permit was submitted by Gabriella James on behalf of the Non-Profit Organization Community Human Services (CHS) proposing a Fundraising Music Fair called “Banding Together” to be held at The Sand City Art Park on Saturday April 12th, 2025.

DISCUSSION:

The “Banding Together” Music Fair is a Fundraiser to benefit local community programs for mental health, substance use disorders, and homelessness. Approximately 750 attendees are expected. The following are hours of operation on April 12, 2025:

Event Set Up: 10:30 AM – 12:00 PM

Event Activities: 12:00 PM – 6 PM

Event Take Down: 6:30 – 8:00 PM

Event Activities (Resolution Exhibit B)

1. Two (2) food vendors
2. Beer Garden
3. Entertainment via amplified music throughout the day beginning at 11:30 AM
4. Art Display

The following typical requirements for Special Events Event Operation:

- Safety and Security Plan, including provisions for first aid and private security personnel;
- Installation of stage and tents consistent with Building and Fire Codes;
- Health Dept Permits for food services;
- ABC License for beer garden; and

- Provision for solid waste handling including recyclable material and food waste disposal in accordance with The Applicant shall abide by all regulations in SCMC Chapter 13.04.

Special Events in the Art Park require final approval by the City Manager via a City of Sand City Facility Use Agreement which incorporates indemnification and insurance requirements.

CEQA:

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

RECOMMENDATION:

Staff recommends APPROVAL of the resolution to authorize the requested "Banding Together Music Fair" located in the Art Park on April 12, 2025 as represented in Exhibit B and subject to conditions contained in Exhibit A of the attached resolution.

ATTACHMENTS:

1. Resolution:

Exhibit A: Conditions of Approval

Exhibit B1: Special Event Application

Exhibit B2: Art Park Special Event Layout

Exhibit B3: CHS Letter of Intent

**CITY OF SAND CITY
RESOLUTION SC ____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING SPECIAL EVENT
PERMIT 25-01 FOR COMMUNITY HUMAN SERVICES “BANDING TOGETHER”
FUNDRAISER IN THE ART PARK ON APRIL 12, 2025.**

WHEREAS, an application has been submitted by Community Human Services for a Special Event in the Art Park on April 12, 2025 from 10:30 – 6:30 PM as represented in Exhibit B1 – B3; and

WHEREAS, approximately 750 persons are anticipated to attend the event, and Sand City Municipal Code (SCMC) Chapter 18.94 requires City Council review in the consideration of issuing a Special Event Permit as the Event is expected to attract more than 100 participants; and

WHEREAS, The Applicant will be required to initiate and provide for the public safety, health and welfare through conditions of approval contained in Exhibit A; and

WHEREAS, the City Council finds that requirements of Sand City Municipal Code, Section 18.94.030(C), have been met through the statement of intent provided by the applicant and referenced conditions of approval; and

WHEREAS, the Event qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, section 15301 as it utilizes existing facilities; and furthermore, the Event will have no direct or reasonably foreseeable indirect impact upon the environment and is thus not subject to CEQA per CEQA Guideline section 15060(c)(2); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City, based on evidence in the record (staff report and attachments), does hereby approve the subject resolution based on findings contained herein and subject to conditions contained in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____ day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

APPLICANT ACCEPTANCE (SEP 24-01)

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

DATED: _____ BY: _____
Applicant

EXHIBIT A
CONDITIONS OF APPROVAL
Community Human Services - Special Event – April 12, 2025
“Banding Together” Music Festival

1. No less than two weeks prior to commencement of the event, the applicant shall complete and submit to the City Manager for approval in writing, the Facilities Reservation Request Form, including the indemnification agreement, evidence of insurance required and other requirements referenced in that form.
2. No less than two weeks prior to the commencement of the event, the applicant shall provide a safety and security plan for review and approval in writing by the Chief of Police. The plan shall include provisions for private security personnel at a rate deemed necessary by the Chief of Police during all hours of operation, and the plan shall also make provisions for first aid.
3. No less than two weeks prior to the commencement of the event applicant shall submit, for review and approval in writing by the City Manager, a parking plan for any use of private property for event parking.
4. No less than two weeks prior to the commencement of the event, applicant shall submit for verification in writing by the City Manager the required license issued by the ABC for operation of a Beer Garden.
5. No less than two weeks prior to commencement of the event applicant shall obtain a Building Permit or other required approval from the Building Official for the proposed

stage. Tent shelters shall be consistent with applicable Building Code requirements. All tent structures shall be weighted with a minimum 25 lbs attached to each leg or equivalent measures to the satisfaction of the Building Official.

6. No less than two weeks prior to commencement of the event applicant shall submit for review and approval in writing by the City Manager any permit for food service required to be issued by the Monterey County Health Dept.
7. No less than two weeks prior to commencement of the event, the applicant shall submit evidence of review and approval by GreenWaste for solid waste collection, handling and disposal.
8. Immediately prior to commencement of activities on the site, between the hours 10:30 and 12 PM applicant shall coordinate a walk - through inspection by the Building Official and Fire Marshall and shall implement all resulting recommendations prior to commencement of public activities.
9. Modifications to the proposed event to increase the number of food vendors or extend event hours of operation shall be submitted to and approved in writing by the City Manager.

APPLICANT ACCEPTANCE

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

DATED: _____

BY:

Applicant



EXHIBIT B.1
CITY OF SAND CITY
PLANNING DEPARTMENT
Special Event Permit Application Form

Applications for events must be submitted to the City Hall at least 60 days prior to the event. Applications for events with 100 or more participants (per SCMC Code Ch.18.94), and/or events that will close streets, sidewalks, or parking lots must be submitted at least 90 days prior to the events. The City will not accept incomplete applications.

EVENT TYPE (Circle One):

Festival/ Fair

Race/ Walk/ Bike

Parade/ March

Sports/ Recreation

Other: _____

EVENT NAME: Banding Together

LOCATION: Sand City Art Park

DATE(S): April 12th, 2025

TIME(S): 12:00-6:00

SET-UP DATE/TIME: 10:30 am

TAKE-DOWN DATE/TIME: 6:30pm

Estimated **NUMBER OF PARTICIPANTS** (including staff): 750

Registration/ Ticket/ Entrance **FEE** (if applicable): \$ Suggested donation \$30

SPONSORING ORGANIZATION: TBD

☒ **Non-Profit** (attach 501(c)(3))

☐ **Private Business**

☐ **Government/ Public Entity**

CONTACT PERSON/ TITLE: Gabby James, Communications Manager

ADDRESS (No PO Boxes): 2511 Garden Rd., Ste A160

CITY/STATE/ZIP: Monterey, CA 93940

DAYTIME PHONE: 831-658-3811

FAX: _____

EMAIL ADDRESS: gjames@chservices.org

PHONE NUMBER DURING THE EVENT: [REDACTED]

Is this intended to be an **ANNUAL EVENT**? ☒ **Yes** ☐ **No**

Please carefully read the following statement and sign below:

I, the undersigned applicant, or authorized agent thereof, affirm that the matters stated in the forgoing application are true and correct upon my personal knowledge and information for the purpose of requesting the City of Sand City to issue the approval(s) herein applied for, that I am qualified and eligible to obtains the approval applied for and agree to pay all fees associated with the special event and any additional regulations, conditions, or restrictions set forth with the City of Sand City Municipal Code, the State of California, and the United States of America in the conduct of the special event as described herein. I understand that failure to supply accurate information will result in denial or revocation of applicable approval(s).

Robin McCrae

Applicant's Signature

2/19/2025

Date Signed



Thank you for contacting the City of Sand City regarding your special event permit. We look forward to working with you to make your event a success and to keep our City running smoothly for all of the people who live, work, and visit Sand City.

Your event will most likely require City permits whether it is on public or private property. Depending on the type of event you are planning, various City departments may be involved in the process, with overall coordination managed through the City Manager's Office, Police Department, or Planning Department.

This packet of information will begin the application process for your event and includes a checklist of information you need to submit. Please provide as much information as you can.

Permits that may be required for your event, including the following, can be found online at sandcity.org or at City Hall:

- Temporary Encroachment Permit** for events on public property or on private property where signs are in the public right-of-way
- Special Event Permit** for any event in public parks or on the Recreation Trail
- Facility Use Application** for any use of the City's facilities such as the art park or the city hall chambers
- Temporary Business License** for any event involving the sale of goods or services
- Film Permit** for filming anywhere in the City

Other permits that may be required by agencies outside of the City include:

- Alcohol Permit** for events serving and/or selling alcohol (California ABC)
- Temporary Food Facility Permit** for events serving and/or selling food (Monterey County Health Department)
- Coastal Commission Permit** for events near the waterfront (California Coastal Commission)

Once your completed application is received by the City, it will be circulated to the appropriate City departments for review. The City will contact you with any questions. Please submit your completed application to:

City Hall
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Thank you for your interest in bringing your event to Sand City!

Event Checklist

Please submit all information **at least 60 days prior** to your event. If your event will draw more than 500 people, please submit all information **at least 90 days in advance**. Applications received after these deadlines will not be accepted.

Applications should include the following information:

- ☒ Event Application
- ☐ Encroachment Permit Application (if applicable) with the following:
 - ☐ Site Plan and Route Map (showing fences, barricades, tents, banners, stages, etc.)
 - ☐ Proposed Load-in and Load-out Plan (set-up, road closures, etc.)
 - ☐ ADA Awareness
 - ☐ Security Information
 - ☐ Marketing/ Advertising (banners, graphics, lighting, etc.)
 - ☐ Entertainment and Related Activities
 - ☐ Proposed Alcohol Use
 - ☐ Food Concession or Preparation
 - ☐ Restrooms
 - ☐ Waste Management and Recycling
- ☐ Site Specific Contract (if applicable) with the following:
 - ☐ Insurance
 - ☐ Hold Harmless Agreement

Date Received: _____

By: _____

Site Plan and Route Map

Please submit your proposed site plan and route map including, but not limited to, the following:

- _____ Event venue overview (including street names, moving route of any kind, the direction of travel, and all street or lane closures)
- _____ Provisions for a minimum of twenty-feet (20') emergency access lanes throughout the event venue
- _____ Location of first aid facilities
- _____ Location of stages, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers, dumpsters, and other temporary structures
- _____ Location of generator(s) and/or source(s) of electricity
- _____ Identification of all handicapped accessible areas that meet ADA standards
- _____ Traffic Control Plan (TCP)

PEDESTRIAN SAFETY

Be sure pedestrians have a safe route to walk and/or are protected throughout the entire traffic control area before submittal of the Traffic Control Plan (TCP) for review.

Show all pedestrian entry, paths, and exists on the TCP.

Clearly state the Manual Uniform Traffic Control Devices (MTUCD) sign number, size, description, height, and locations of all signs and other traffic control devices including fences and barricades within the pedestrians' safe route to walk, on the TCP.

PARKING RESTRICTIONS

"No Parking Tow Away" signs must be posted 72 hours prior to the event. Vehicles will not be towed if the area is not properly posted.

TRAFFIC CONTROL PLAN (TCP)

The City requires City Manager and Police Chief approval of all TCP's before any TCP can be implemented.

Should City staff at the event find potential hazards toward traffic and/or pedestrian safety, they can modify the TCP during the event.

Security Information

Have you made arrangements for security? ____ Yes ☒ No

If yes, what form of security will you be using? (Check all that apply)

____ Licensed professional security company ____ I would like to discuss use of the Sand City Police Department ____ Other: _____

If using the City's on-duty Police personnel, be aware that cost recovery for the City will apply.
 If using a licensed security company, please complete the following:

NUMBER OF SECURITY PERSONNEL: _____

NAME OF COMPANY: _____ **ADDRESS:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

DAYTIME PHONE: _____ **EVENING:** _____

PRIVATE PATROL OPERATORS LICENSE NUMBER: _____

LICENSE TO CARRY FIREARMS: ____ Yes ____ No

Marketing/ Advertising

Will this event be **ADVERTISED** or **PROMOTED**? ☒ Yes ____ No

If yes, please explain : Event will be promoted on Social media and advertised in the Weekly and KRML

Will there be **MEDIA COVERAGE** at the event? ☒ Yes ____ No

If yes, please explain : KRML is the media sponsor and will be covering event

Will signs, banners, or lights be utilized as a **SOURCE OF ADVERTISEMENT**? ☒ Yes ____ No

If yes, please explain: We will allow sponsors to hang banners in art park

NOTE: All banners, signs, and lighting must be approved by the City.

Entertainment & Other Activities

Will your event feature have performing entertainment? ☒ Yes ☐ No

If yes, complete the following or provide an attachment that lists all performers, types of music, and sound check and performance schedules.

NUMBER OF STAGES: 1 NUMBER OF PERFORMERS: 3

PERFORMER NAME(S)	TYPE(S)
J2	Music
Sea.LVL	Music
Rudians	Music

(Attach additional sheets as needed)

Will **SOUND CHECK** be conducted prior to the event: ☒ Yes ☐ No

If yes: **START TIME:** 11:00 **FINISH TIME:** 12:00

Will **AMPLIFICATION** be used: ☒ Yes ☐ No

If yes: **START TIME:** 12:00 **FINISH TIME:** 5:00

What will be the estimated decibel level be? 90

Please describe the **SOUND EQUIPMENT** that will be used for the event:

We have hired Here and Now to run sound for the event

(Attach additional sheets as needed)

Will **GENERATORS** be used: ☒ Yes ☐ No

If yes what **TYPE:** _____ **NUMBER OF GENERATORS:** _____

Proposed Alcohol Use

Does the event involve the use of alcoholic beverages? ☒ Yes ☐ No

Please check all that apply:

☐ Free/ host alcohol

☒ Alcohol sales

☐ Host and sale alcohol

☐ Beer

☒ Beer and Wine

☐ Beer, Wine, and Distilled alcohol

If the event involves the use of alcoholic beverages, please complete the following:

PROPOSED HOURS ALCOHOL WILL BE SERVED: Other Brother Beer

Will you be hiring a **LICENSED BARTENDER/ CATERER**: ☒ Yes ☐ No

If yes, please provide the following:

NAME OF LICENSED BARTENDER/ CATERER: _____

ALCOHOLIC BEVERAGE CONTROL LICENSE NUMBER: _____

CONTACT PERSON/ TITLE: Chloe Luna Ellwanger

DAYTIME PHONE: [REDACTED]

ADDRESS: 877 Broadway Ave.

CITY: Seaside **STATE:** CA **ZIP:** 93940

Note: Provide a copy of the ABC license for the event and/or any bartending/catering service at the event to the City.

Food

Will food be served at the event? ☒ Yes ☐ No

Will your event include food concessions, booths, and/or preparation areas? ☒ Yes ☐ No

If yes, please contact the Monterey County Health Department. A copy of Monterey County Health Department approval must be submitted to the City prior to the event occurrence.

Will there be food vendors at your event? ☒ Yes ☐ No

If yes, how many? 2

☐ Free/ host alcohol

Fatboys Killer Tacos and Oli's Cheesesteaks will be selling food from their trucks.

☐ Alcohol sales

☐ Host and sale alcohol

☐ Beer

☐ Beer and Wine

☐ Beer, Wine, and Distilled alcohol

If the event involves the use of alcoholic beverages, please complete the following:

PROPOSED HOURS ALCOHOL WILL BE SERVED: 12:00-5:00

Will you be hiring a **LICENSED BARTENDER/ CATERER**: ☐ Yes ☐ No see previous page

If yes, please provide the following:

NAME OF LICENSED BARTENDER/ CATERER: _____

ALCOHOLIC BEVERAGE CONTROL LICENSE NUMBER: _____

CONTACT PERSON/ TITLE: _____

DAYTIME PHONE: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

Waste Management

(Garbage, Recycling, Organics)

California State Law requires each City to divert a minimum 50% of solid waste from landfills through recycling and organic waste (food and landscaping) collection. Green Waste Recovery is the City's exclusive franchised waste hauler. Applicants must contact Green Waste Recovery directly at (831) 920-6707 or Toll Free at (877) 203-8970 at least 2 weeks in advance to register their event and request the use of special event recycling containers. You may also visit Green Waste Recovery's website (specific for Sand City) at www.greenwaste.com/sand-city. Events must have separate solid waste (garbage), recycle, and organic waste collection bins.

Explain how waste will be collected during and after the event throughout the event area.

We will provide garbage cans and carry out all bags filled

(Attach additional sheets as needed)

When will the waste receptacles (bins, dumpsters, etc.) be delivered and picked up?

DELIVERY DATE: <u>4/12/2025</u>	TIME: <u>10:30a</u>
PICKUP DATE: <u>4/12/2025</u>	TIME: <u>6:00p</u>

Americans with Disabilities Awareness (ADA)

DEFINITIONS

The term accessible shall mean ADA compliant.

GENERAL

Concern should be given to the accessibility of your event's location.

An event layout map with all elements (such as parking, portable toilets, ramps, seating, accessible paths of travel, etc.) is required with this application. All printed material for an event is to include the request for accommodation notice with the international symbol for accessibility, a contact name, and the contact's phone number.

Requests for accommodation may include material in an alternate format, an interpreter, or assistive listening devices.

BARRIERS

Concern should be given to elevation changes of more than ¼" vertical or ½" beveled. This classifies as a barrier and requires a temporary ramp. All cords, wires, hoses, etc., which are located within a path of travel must be ramped or placed within a cord cover.

PATHS OF TRAVEL

An alternate path of travel is required when the public right-of-way is obstructed.

When an alternate path of travel is provided, signage designating the alternate path of travel is required. An alternate path of travel must be provided whenever the existing pedestrian access route in a public right-of-way is blocked by temporary conditions. Where possible, the alternate path of travel shall be parallel to the disrupted pedestrian access route, and on the same side of the street.

An alternate path of travel shall have no protrusions up to a height of 80", including scaffolding and scaffolding braces. Where the alternate path of travel is adjacent to potentially hazardous conditions, the path must be protected with a barricade.

PARKING

If parking is provided for an event, accessible parking is required. If no parking is provided for an event, an accessible passenger loading and unloading zone is required.

Accessible parking, passenger loading, and unloading zones are required to be identified using the international symbol for accessibility. Signs with the international symbol for accessibility are to be mounted at a minimum of 60" from the finished floor or the ground.

SALES OR SERVICE COUNTERS

If sales or service counters are provided for your event, the height must be no more than 36" from the finished floor or the ground, and the width must be at least 36" wide.

ACCESSIBLE ROUTE

An accessible route is required from the accessible parking, and from the passenger loading and unloading zone to the event entrance. An accessible route is required within the event. An accessible route must be a minimum of 36" in width.

Accessible routes must be identified with the international symbol for accessibility, including directional arrows, a minimum of 60" from the finished floor or the ground. Temporary ramps that do not exceed an 8.33% grade may be required to provide an accessible route.

SEATING

If seating is provided, accessible seating and companion seating are required. Accessible seating and companion seating areas must be identified using the international symbol for accessibility, placed at a minimum height of 60" above the finished floor or the ground.

PORTABLE TOILETS

If portable toilets are provided, they must be accessible and located on a level area not to exceed a 2% cross- slope in any direction. The total numbers of portable toilets that are being provided for the event determines the required number of accessible portable toilets. This number is 10% of the total, but in no event less than one for each location. If a single unit is placed, it must be accessible. The placement of single units will increase the number of accessible portable toilets required for your event. An accessible route to each portable toilet is required. Accessible portable toilets must be identified with the international symbol of accessibility.

Signs with the international symbol for accessibility are to be mounted at a minimum of 60" from the finished floor or the ground.

Restricted Activities in Sand City

OPEN CONTAINERS OF ALCOHOL are prohibited in City streets, parks, and other public property. Any service of alcohol must be contained in a tent or fenced area with entry and exits controlled by event staff or security.

AMPLIFIED MUSIC OR SOUND is prohibited unless an appropriate City permit is obtained.

SIGNS may not be posted, pasted, or painted on any telegraph, telephone, or power line. Lighted signs, klieg lights, and laser lights require prior approval by the City.

The use of **DRONES** during an event for filming requires a city-issued film permit and appropriate permit from the Federal Aviation Administration (FAA).

VEHICLES must be street legal to be operated on open public roadway or right of way.

NOTE: Activities along the waterfront may be subject to approval by the California Coastal Commission. City staff will inform you if your event requires such approval.

EXHIBIT B2

Set up for Banding Together will be similar to the set up for First Fridays, as shown below.

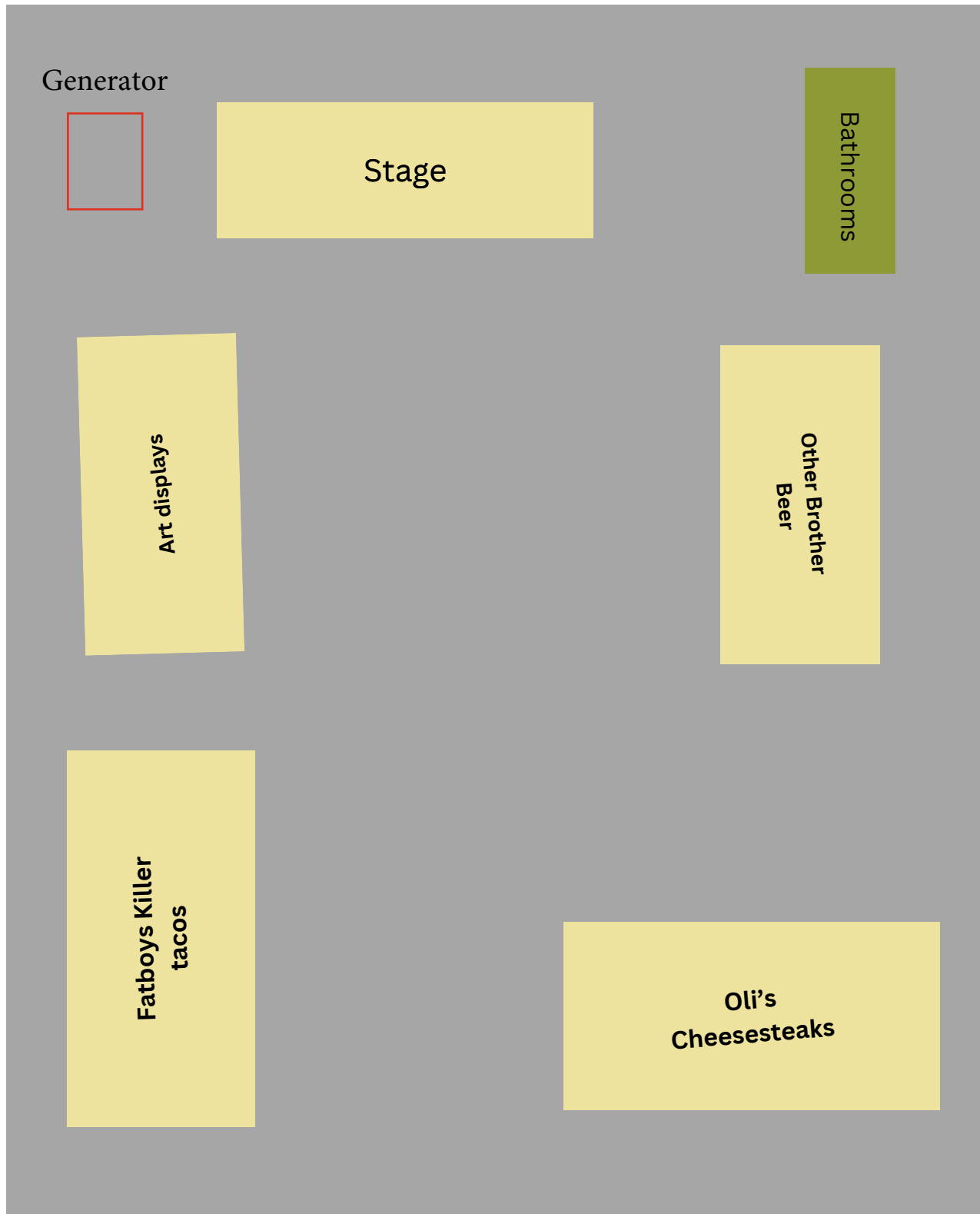


EXHIBIT B - 3

Gabriella Schlesinger-James

Communications Manager
Community Human Services

Mayor Carbone

City Council Members
City of Sand City
1 Pendergrass Wy
Sand City, CA 93955

Dear Mayor Carbone and Esteemed City Council Members,

On behalf of Community Human Services, I am pleased to request your support and approval of our upcoming community event, **Banding Together**, scheduled for **April 12, 2025, from 12:00 PM to 6:00 PM** at the Sand City Art Park. This event will be a fundraiser for Community Human Services community programs for mental health, substance use treatment, and homeless services.

This event will celebrate local talent and community spirit, featuring **live performances by local musicians from 12:15 PM to 6:00 PM**, as well as food vendors and the responsible sale of beer and wine. While alcohol will be available, we are committed to maintaining a **safe, family-friendly atmosphere** by implementing monitoring measures and security protocols to ensure the well-being of all attendees.

We greatly value the collaboration and support of the City of Sand City in making this event a success. In addition, we remain mindful of our responsibility to **maintain safety, respect the needs of our neighbors, and uphold community standards** throughout the event. Proper security, crowd management, and adherence to all city regulations will be a priority.

We appreciate your time and consideration and look forward to the opportunity to work together to bring this event to the community. Please feel free to contact me should you have any questions or require further information.

We hope to see you there!

Sincerely,

Gabriella Schlesinger-James
Communications Manager
(925)330-8896
gjames@chservices.org

**AGENDA ITEM
5D.**

**Acceptance of City/Successor Agency
Financial Report from December 2024**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: December 2024 Financial Report
DATE: March 4, 2025

BACKGROUND/DISCUSSION:

Attached are monthly financial reports for the City of Sand City and the Sand City Successor Agency of the former Redevelopment Agency.

A. City of Sand City Reports

- a. Cash Receipt Report, December 2024 (Attachment 1)
Revenue total - **\$891,605**
- b. Check Report, December 2024 (Attachment 2)
Expenditure total - **\$391,204**

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

- a. Revenue Report, December 2024 (Attachment 3)
Revenue total - **\$693,568**
- b. Check Report, December 2024
Expenditures total - **\$0**

Transfers

Transfers are shown in the Cash Receipt Report; they are transfers from one bank account to another and should not be considered as a revenue or expenditure.

Date	Source	Amount	Description

There were no transfers in December 2024.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

1. Sand City Cash Receipt Report
2. Sand City Check Report
3. Sand City Successor Agency Revenue Report



City of Sand City
Cash Receipt Report
 Totals by General Ledger Cash Account
 Date Range: 12/1/2024 - 12/31/2024

Period	Receipt Date	Receipt Number	Transaction Description	Amount
24-Dec	12/5/2024	R00000122	Business License	5,954.03
24-Dec	12/18/2024	R00000141	Gas Tax 2103	360.14
24-Dec	12/18/2024	R00000141	Gas Tax -2105 31	200.87
24-Dec	12/18/2024	R00000141	Gas Tax 2106 32	487.88
24-Dec	12/18/2024	R00000141	Gax Tax- 2107 33	286.23
24-Dec	12/5/2024	R00000123	CalAm Lease	7,000.00
24-Dec	12/5/2024	R00000121	COPS Grant	8,333.33
24-Dec	12/5/2024	R00000118	Criminal PC1463/City Fines	66.35
24-Dec	12/18/2024	R00000143	Criminal PC1463/City Fines	255.64
24-Dec	12/5/2024	R00000120	CSA 74 EMS Grant	2,500.00
24-Dec	12/5/2024	R00000118	1/2 Tax Police/Prop 172	36.89
24-Dec	12/18/2024	R00000143	1/2 Tax Police/Prop 172	43.08
24-Dec	12/18/2024	R00000142	Police Report 4560	10.00
24-Dec	12/5/2024	R00000119	Rental Income	1,699.59
24-Dec	12/5/2024	R00000118	County/Rev & Recovery	63.25
24-Dec	12/18/2024	R00000143	County/Rev & Recovery	106.01
24-Dec	12/5/2024	R00000125	Road Maintenance & Rehab	2,702.80
24-Dec	12/5/2024	R00000127	Sales Tax Received	268,897.87
24-Dec	12/18/2024	R00000138	Short Term Rental Inspection Fee	197.00
24-Dec	12/18/2024	R00000139	Short Term Rental Inspection Fee	197.00
24-Dec	12/5/2024	R00000126	TOT Tax	774.96
24-Dec	12/18/2024	R00000133	TOT Tax	237.48
24-Dec	12/18/2024	R00000134	TOT Tax	619.20
24-Dec	12/18/2024	R00000135	TOT Tax	578.63
24-Dec	12/18/2024	R00000136	TOT Tax	378.00
24-Dec	12/18/2024	R00000137	TOT Tax	1,462.44
24-Dec	12/5/2024	R00000114	TOT Tax	642.90
24-Dec	12/5/2024	R00000115	TOT Tax	769.68
24-Dec	12/5/2024	R00000128	Transaction/Use Tax	23.26
24-Dec	12/5/2024	R00000129	Transaction/Use Tax	340,828.45
24-Dec	12/5/2024	R00000124	US Bank Cal Card Rebate	265.22
24-Dec	12/5/2024	R00000116	Utility Users Tax	207.26
24-Dec	12/5/2024	R00000117	Utility Users Tax	1,520.10
24-Dec	12/18/2024	R00000140	Utility Users Tax	828.92
24-Dec	12/5/2024	R00000118	County/Proof of Corr	28.72
24-Dec	12/18/2024	R00000143	County/Proof of Corr	6.60
24-Dec	12/5/2024	R00000118	Traffic Safety Fund	52.82
24-Dec	12/18/2024	R00000143	Traffic Safety Fund	132.05
24-Dec	12/19/2024	R00000144	Misc revenue	242,850.75
			TOTAL	891,605.40



City of Sand City

Check Report

By Check Number

Date Range: 12/01/2024 - 12/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
4LE01	4Leaf, Inc.	12/02/2024	Regular	0.00	27,894.70	40186
EMC02	EMC Planning Group, Inc.	12/02/2024	Regular	0.00	128,935.42	40187
MEY01	Meyers Nave, Corporation	12/02/2024	Regular	0.00	3,630.00	40188
ALH01	Alhambra	12/02/2024	Regular	0.00	124.36	40189
USB01	U.S. Bank Corp Payment Systems	12/05/2024	Regular	0.00	18,500.59	40190
CAR20	Andrea Carter	12/13/2024	Regular	0.00	800.00	40191
CAL01	California American Water	12/13/2024	Regular	0.00	731.49	40192
CEL01	Celebrate Balloon Company	12/13/2024	Regular	0.00	383.87	40193
COM11	Comcast	12/13/2024	Regular	0.00	250.89	40194
COR01	Corbin Willits Systems	12/13/2024	Regular	0.00	276.53	40195
COR05	Corodata Records Management	12/13/2024	Regular	0.00	56.45	40196
MON10	County of Monterey- Department of Emergency	12/13/2024	Regular	0.00	14,684.00	40197
FIR03	First Alarm Security and Patrol, Inc	12/13/2024	Regular	0.00	190.00	40198
HDL02	HDL Companies, LLC.	12/13/2024	Regular	0.00	648.74	40199
SEC02	ID Concepts, LLC	12/13/2024	Regular	0.00	650.14	40200
BOW01	Laurel Lane Bowen	12/13/2024	Regular	0.00	200.00	40201
DIA01	Marilee Diaz	12/13/2024	Regular	0.00	56.00	40202
MOB02	Mobile Modular	12/13/2024	Regular	0.00	1,149.98	40203
MCB01	Monterey County Business Council	12/13/2024	Regular	0.00	1,250.00	40204
MCW01	Monterey County Weekly	12/13/2024	Regular	0.00	906.75	40205
NLC01	National League of Cities	12/13/2024	Regular	0.00	309.00	40206
PGE01	Pacific Gas & Electric	12/13/2024	Regular	0.00	4,877.96	40207
PET01	Petty Cash- Cashed by Shannon Norton	12/13/2024	Regular	0.00	159.35	40208
PRO01	ProExhibits	12/13/2024	Regular	0.00	11,936.74	40209
SHA03	Shamrock Office Solutions	12/13/2024	Regular	0.00	130.77	40210
SIG01	Signworks	12/13/2024	Regular	0.00	-411.49	40211
SIG01	Signworks	12/13/2024	Regular	0.00	411.49	40211
STU02	Sturdy Oil Company	12/13/2024	Regular	0.00	1,783.35	40212
TRA03	TRACNet	12/13/2024	Regular	0.00	2,793.44	40213
ATO01	A to Z	12/19/2024	Regular	0.00	54.63	40214
ATT05	AT&T Mobility	12/19/2024	Regular	0.00	974.32	40215
CAL15	California Consulting, Inc	12/19/2024	Regular	0.00	4,500.00	40216
CLA03	CliftonLarsonAllen, LLP	12/19/2024	Regular	0.00	28,705.00	40217
COM11	Comcast	12/19/2024	Regular	0.00	160.06	40218
COR04	Corodata Shredding, Inc	12/19/2024	Regular	0.00	64.70	40219
EMC02	EMC Planning Group, Inc.	12/19/2024	Regular	0.00	78,181.62	40220
GEN01	General Code	12/19/2024	Regular	0.00	1,245.00	40221
GRE01	Green Valley Landscape, Inc.	12/19/2024	Regular	0.00	1,100.00	40222
HAR06	Harris & Associates, Inc	12/19/2024	Regular	0.00	24,558.75	40223
HDL03	Hinderliter, De Llamas & Assoc.	12/19/2024	Regular	0.00	1,876.63	40224
HOM01	Home Depot Credit Service	12/19/2024	Regular	0.00	387.22	40225
HOP01	Hope Services	12/19/2024	Regular	0.00	4,940.00	40226
BUS05	Jeff Bushnell	12/19/2024	Regular	0.00	209.06	40227
POP03	Jennifer Pope	12/19/2024	Regular	0.00	292.19	40228
LIN02	Kerry Lindstrom	12/19/2024	Regular	0.00	296.50	40229
ESC01	Lawrence Escobar	12/19/2024	Regular	0.00	5,813.00	40230
LIN01	Lingo	12/19/2024	Regular	0.00	139.88	40231
MEY01	Meyers Nave, Corporation	12/19/2024	Regular	0.00	726.00	40232
MBT01	Monterey Bay Technologies, Inc.	12/19/2024	Regular	0.00	2,700.00	40233
MCW01	Monterey County Weekly	12/19/2024	Regular	0.00	1,244.00	40234
MOW01	Monterey One Water	12/19/2024	Regular	0.00	308.16	40235
MOW01	Monterey One Water	12/19/2024	Regular	0.00	-308.16	40235
MPC01	Monterey Peninsula Chamber of Commerce	12/19/2024	Regular	0.00	545.00	40236
MRW02	Monterey Regional Waste Management District	12/19/2024	Regular	0.00	458.15	40237

Check Report

Date Range: 12/01/2024 - 12/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PET01	Petty Cash- Cashed by Shannon Norton	12/19/2024	Regular	0.00	70.78	40238
SAF02	Safeguard Business Systems	12/19/2024	Regular	0.00	272.63	40239
SEA09	Seaside Groundwater Basin Watermaster	12/19/2024	Regular	0.00	2,938.00	40240
SNO01	Shannon Norton	12/19/2024	Regular	0.00	78.57	40241
SWR01	SWRCB Accounting Office	12/19/2024	Regular	0.00	3,614.00	40242
TYL02	Tyler Technologies, Inc.	12/19/2024	Regular	0.00	960.00	40243
VER01	Verizon Wireless	12/19/2024	Regular	0.00	65.84	40244
VES01	Vestis	12/19/2024	Regular	0.00	216.22	40245
NOR02	Vibeke Norgaard	12/19/2024	Regular	0.00	89.44	40246
WHI01	Whitson Engineers	12/19/2024	Regular	0.00	416.00	40247
WHI01	Whitson Engineers	12/19/2024	Regular	0.00	-416.00	40247
WHI01	Whitson Engineers	12/19/2024	Regular	0.00	416.00	40248

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	99	63	0.00	392,339.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-1,135.65
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	99	66	0.00	391,203.71

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	99	63	0.00	392,339.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-1,135.65
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	99	66	0.00	391,203.71

Fund Summary

Fund	Name	Period	Amount
90	Pooled Cash	12/2024	391,203.71
			391,203.71



Account	Name			Total Activity
Fund: 40 - Successor Agency				
40-4007-801	RPTTF			692,465.00
Post Date	Source Transaction	Pmt Number	Description	Amount
12/31/2024	JN00124		Monterey County ROPS B 2	692,465.00
40-4410-801	Bank Interest			1,102.88
Post Date	Source Transaction	Pmt Number	Description	Amount
12/31/2024	Successory Agency-December 2024		December 2024 Interest	1,102.88
Total Fund: 40 - Successor Agency:			Total Activity:	693,567.88
Grand Totals:			Total Activity:	693,567.88

**AGENDA ITEM
8A.**

**First Reading of an Ordinance Approving
the Second Amendment to the
Development Agreement by and Between
the City of Sand City and DBO
Development No. 30, LLC Relating to the
Development Commonly Known as the
South of Tioga Project**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Vibeke Norgaard, City Manager and Adam Lindgren, City Attorney

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SAND CITY AND DBO DEVELOPMENT NO. 30, LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS THE SOUTH OF TIOGA PROJECT

DATE: March 4, 2025

RECOMMENDATION:

Introduce and waive the first reading of the Ordinance.

BACKGROUND/DISCUSSION:

On October 20, 2020, the City and DBO Development No. 30, LLC, a California limited liability company ("DBO" or "Developer") entered into a development agreement ("Development Agreement") for the "South of Tioga Project." The initial term of the Development Agreement was five (5) years, ending on October 20, 2025. Following this initial agreement, the parties executed a First Amendment, which was recorded on January 28, 2022.

This Second Amendment acknowledges that the Development Agreement has been further extended by three hundred (300) days, to August 16, 2026, as a result of Covid-19 triggering the automatic extension for force majeure pursuant to Section 1.05(b)(iii) of the Development Agreement. Pursuant to this Second Amendment, the City and Developer wish to further amend the Development Agreement to extend its Term by three (3) years, to August 16, 2029, as permitted under Section 1.05 and Section 5.01 of the Agreement and authorized by California Government Code section 65868.

Notice was given in accordance with Government Code section 65857. The proposed amendment to the Development Agreement must be approved by the City Council pursuant to Government Code section 65857.5.

ATTACHMENTS:

1. Ordinance
2. Development Agreement

CITY OF SAND CITY

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SAND CITY AND DBO DEVELOPMENT NO. 30, LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS THE SOUTH OF TIOGA PROJECT

THE CITY COUNCIL OF THE CITY OF SAND CITY DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, on October 20, 2020, the City and DBO Development No. 30, LLC, a California limited liability company (“DBO” or “Developer”) Entered into a development agreement (“Development Agreement”) for the “South of Tioga Project.” The Development Agreement; and

WHEREAS, the City and Developer previously entered into a First Amendment, recorded on January 28, 2022; and

WHEREAS, the City and Developer now desire to amend the Development Agreement to extend the Term of the Development Agreement by mutual consent pursuant to Section 1.05 and Section 5.01 of the Agreement, and as authorized by California Government Code section 65868, which allows for the amendment of a development agreement by mutual consent of the parties to the agreement; and

WHEREAS, on _____, the City Council held a public hearing regarding this Second Amendment.

Section 2. Findings

The City Council hereby finds that:

A. **CEQA Compliance.** In compliance with the California Environmental Quality Act (“**CEQA**”), on June 5, 2018, by Resolution SC 18-57, the City Council certified the Environmental Impact Report for the South of Tioga Project (SCH#2017061066) (“EIR”); and by City Ordinance No.SC - 2025, the City finds this Second Amendment to the Development Agreement does not require further environmental review because there is no change to the Project as previously analyzed in the EIR.

B. **General Plan Consistency.** The City has previously examined the South of Tioga Project and found it and the Development Agreement consistent with the City General Plan. The City readopts those findings by reference here and finds this Second Amendment consistent with the General Plan because the Second Amendment makes no substantive changes to the Development Agreement.

Section 3. Approval of the Second Amendment to the Development Agreement

The City Council of the City of Sand City hereby approves the Second Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit A**, and authorizes the City Manager to sign the Second Amendment to the Development Agreement Amendment after the effective date of this Ordinance.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in Monterey County and circulated in the City of Sand City, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City Sand City on the ____ day of _____ 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Ann Carbone, Mayor

ATTEST:

Kerry Lindstrom, City Clerk

5949595.3

**Recording Requested by:
CITY OF SAND CITY**

WHEN RECORDED, RETURN TO:

**City Clerk, City of Sand City
1 Pendergrass Way
Sand City, CA 93955**

Space Above for Recorder's Use Only

Record at the request and for the benefit
of the City of Sand City Pursuant to
Government Code §§ 6301 and 27383

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SAND CITY, CALIFORNIA

AND

DBO DEVELOPMENT NO. 30, LLC RELATING TO THE

DEVELOPMENT COMMONLY KNOWN AS

THE SOUTH OF TIOGA PROJECT

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN SAND CITY, CALIFORNIA AND DBO DEVELOPMENT NO. 30, LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS THE SOUTH OF TIOGA PROJECT

This Second Amendment to Development Agreement (“**Second Amendment**”) is entered into as of _____, 2025, by and between the City of Sand City, a municipal corporation and charter city in Monterey County (“**City**”), and DBO Development No. 30, LLC, a California limited liability company (“**DBO**” or “**Developer**”). City and Developer are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Development Agreement. On October 20, 2020, the City and Developer entered into a development agreement (“Development Agreement”) for the “South of Tioga Project.” The Development Agreement generally vested the right to proceed with development of the South of Tioga Project, subject to the terms and conditions set forth therein. All capitalized terms used in this Second Amendment but not defined in this Second Amendment shall have the same meaning given to those capitalized terms in the Development Agreement.

B. First Amendment. The Parties previously entered into a First Amendment, recorded on January 28, 2022 as Document No. 2022004636 in the Official Records of Monterey County.

C. Proposed Second Amendment. The Parties now desire to amend the Development Agreement to extend the Term pursuant to Section 1.05 and Section 5.01 of the Agreement, and as authorized by California Government Code section 65868, which allows for the amendment of a development agreement by mutual consent of the parties to the agreement.

D. Public Hearing and Approval of this Amendment. On _____, the City Council pursuant to Government Code section 65867, held a public hearing regarding this Second Amendment. Following the hearing, the City Council introduced City of Sand City Ordinance No. SC-____2025 approving this Amendment. The City Council approved City Ordinance SC-____2025 on _____, 2025, and it became effective on _____, 2025.

E. Environmental Review. In compliance with the California Environmental Quality Act (“**CEQA**”), on June 5, 2018, by Resolution SC 18-57, the City Council certified the Environmental Impact Report for the South of Tioga Project (SCH#2017061066) (“**EIR**”); and by City Ordinance No. SC -__2025, the City finds this Second Amendment to the Development Agreement does not require further environmental review because there is no change to the Project as previously analyzed in the EIR.

F. Consistency with General Plan. Having duly examined and considered this Second Amendment and having held properly noticed public hearings hereon, in City Ordinance No.-SC ____2025, the City found that this Second Amendment satisfies Government Code section 65867.5, and that this Second Amendment is consistent with the requirements of the General Plan.

G. Approval. The City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in the Development Agreement, California Government Code section 65864, et seq. and SC20-66 2020 to approve this Second Amendment.

H. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Second Amendment, which terms are intended to carry out the legislative purposes of California Government Code section 65864, et seq., and which provide for the mutually desirable development of the Subject Property, consistent with the intent of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals. The Preamble, the Recitals, all defined terms set forth herein, and all exhibits attached hereto, are hereby incorporated into this Second Amendment as if set forth herein in full.
2. Effective Date of Second Amendment. The Effective date of this Second Amendment is _____, 2025, which is the effective date of City Ordinance No.SC__ 2025 adopting this Second Amendment.
3. Extension for Enforced Delay. Pursuant to Section 1.05(b)(iii), the Parties acknowledge and agree that the South of Tioga Project, through no fault of the Developer or City, was subject to Enforced Delays arising out of numerous COVID-19 impacts that contributed to managerial and personnel delays in Dune Scrub Habitat inspection, review and approval, as well as shortages of supply chain materials necessary for Phase I construction activities and direct project delays and/or disruptions due to a shortage of construction labor, equipment or parts. On March 4, 2020, the State of California issued an official State of Emergency that mitigated site habitat monitoring activities as well as various personnel limitations and work from home restrictions that significantly contributed to document processing delays through the State's termination of the State of Emergency on February 28, 2023. Enforced Delay, as identified in 1.05(b)(iii)(G), contributed to the project delays in the amount of three hundred (300) calendar days and that amount shall be added to the Initial Term. The Parties agree that this Enforced Delay extends the Initial Term of the Development Agreement by three-hundred (300) days to August 16, 2026.
4. Extended Term. Further, as provided in Section 1.05(a) of the Development Agreement, the Parties acknowledge and agree that the Developer is in compliance with the terms and provisions of the Development Agreement and a First Term Extension shall be granted extending the Term of the Development Agreement by an additional three (3) years to August 16, 2029.
5. Severability. If any term of this Second Amendment, or its application to any situation, is held invalid or unenforceable in whole or in part for any reason, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term is severed, and the remaining parts of this Second Amendment, and the application of any part of this Second Amendment to other situations, shall continue in full force and effect unless an essential purpose of this Second Amendment would be defeated by the loss of the invalid or unenforceable provisions, in which case either Party may terminate this Second Amendment by providing written notice thereof to the other.

6. Counterparts. This Second Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.
7. No Other Changes. Except as expressly modified by this Second Amendment, all terms of the Development Agreement shall remain in full force and effect.
8. Recording. Not later than ten (10) days after the Parties enter into this Second Amendment, the City Clerk of Sand City shall cause this Second Amendment to be recorded in the Official Records of Monterey County.
9. Authorization. The individuals executing this Second Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Second Amendment on behalf of the representative legal entities of Developer and City.

Signatures on next page

In witness whereof, the Parties have entered into this Second Amendment as of the above written date.

DEVELOPER:

DBO DEVELOPMENT NO. 30,
a California limited liability company

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

By: _____
Todd R. Sheller
Its: Vice President

THE CITY:

CITY OF SAND CITY

By: _____

Print: Vibeke Norgaard

Title: City Manager

Date: _____

CITY OF SAND CITY

By: _____

Print: Mary Ann Carbone

Title: Mayor

Date: _____

The Development Agreement referenced in this Second Amendment was recorded on March 15, 2021, Document No. 2021019030 and the First Amendment was recorded on January 28, 2022, Document No. 2022004636

Exhibits

Exhibit A – Recorded Final Map Legal Description

EXHIBIT A.

Recorded Legal Description of the Subject Property.

PARCELS, H1, H1-A, H2, H2-A, R1 and R2 AS SAID PARCELS ARE\$ SHOWN
ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1559 - WEST END SAND
CITY" FILED FOR RECORD June 30, 2022 IN VOLUME 24 OF CITIES AND
TOWNS AT PAGE 82 IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

Assessor Parcel Numbers:

011-601-001, 011-601-002, 011-601-003, 011-601-004, 011-601-005, and 011-601-006

[Remainder of page left blank]

5956054.1

AGENDA ITEM 9A.

Consideration of the City of Seaside's Request to the Seaside County Sanitation District (SCSD) to Change Voting Structure from an Equal Share per Member of the JPA to a Weighted Voting in Favor of Seaside; Direction to the City's Representative on SCSD Councilmember Blackwelder Regarding Same

**AGENDA ITEM
9B.**

**Re-Consideration of Acceptance of Public
Art and Site Selection-Sculptures This
item was continued from February 18,
2025**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Re-Consideration of Acceptance of Public Art and Site Selection –
Sculptures ***This item was continued from February 18, 2025***
DATE: March 4, 2025

DISCUSSION:

This item was continued from February 18, 2025, to allow the City Council to view the sculpture before considering its acceptance as recommended by the Arts Committee.

Julia Wong offered to donate several large scale steel sculptures to the City. The sculptures were created by her deceased father Albert Bela Janko. Janko created more than 50 pieces, most of which were on display on their 10-acre property in Jacks Peak. Images are attached.

According to the City's public art policy (adopted by the City Council in May of 2020) ("Art Policy"), applications to donate art are initially considered by the Sand City Arts Committee, which in turn may recommend acceptance of art to the City Council.

The Arts Committee met on February 12, 2025, reviewed the request to donate the sculptures, and recommended that the City accept two of the sculptures, as long as they were in an acceptable condition. The committee requested that committee member Fred Saunders review the sculptures to assess their condition.

Following the Arts Committees' request, Mr. Saunders, an expert metal fabricator, graciously took the time to examine the sculptures on 2/13/25 and found two of them to be in very poor condition. The third sculpture -- which Ms. Wong has requested be referred to as the "Sand City's Seat" -- is in the best condition. However, Mr. Saunders estimates that repair is needed to the welds on the sculpture and that a base structure would be needed to bolt it to the ground. He estimates it would cost approximately \$3,000 to do the work required. He does not recommend that the City accept the other two sculptures, as they are in very poor condition.

Ms. Wong wrote to the City that she would like to "encourage Sand City to refer to this blue sculpture as 'Sand City's Seat' ... rather than "The Blue Chair" — our father would want something with a bit more flourish and he LOVED Sand City ... in fact, his very last outing happened to be to Costco in Sand City."

Criteria for City acceptance of public art:

The criteria in the City's Art Policy (section 4) are as follows:

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

Site selection:

According to the City's art policy, when recommending sites for works of art for loan, lease, or gift to the collection, the Committee considers:

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

The Arts Committee recommends that the sculpture be displayed along the future proposed Bike trail in the TAMC right of way when it is constructed. In the meantime, the Public works Manager has stated there is ample space in the City's public works yard to

store the sculpture. Any site chosen for display of art is not eligible for art display unless and until the Director of Public Works and/or City Engineer determines that the use of the location for display of public art would not interfere with use by pedestrians or vehicles, would not create a safety hazard, or would otherwise be inappropriate. Once donated, the City-owned artwork will be the responsibility of the City.

The image of the proposed art is attached to this staff report.

The City Manager and Staff are recommending that the piece be placed on the City's proposed bike trail when it is constructed, subject to the review by the City Engineer as set forth above.

FISCAL IMPACT: The art is being donated; however it is estimated that it will cost approximately \$3,000 to fix the sculpture. If installation of the sculptures requires more capacity than our public works department can provide, the installation could result in a cost which would need to be determined closer to the time of installation and which would be budgeted for a future fiscal year.

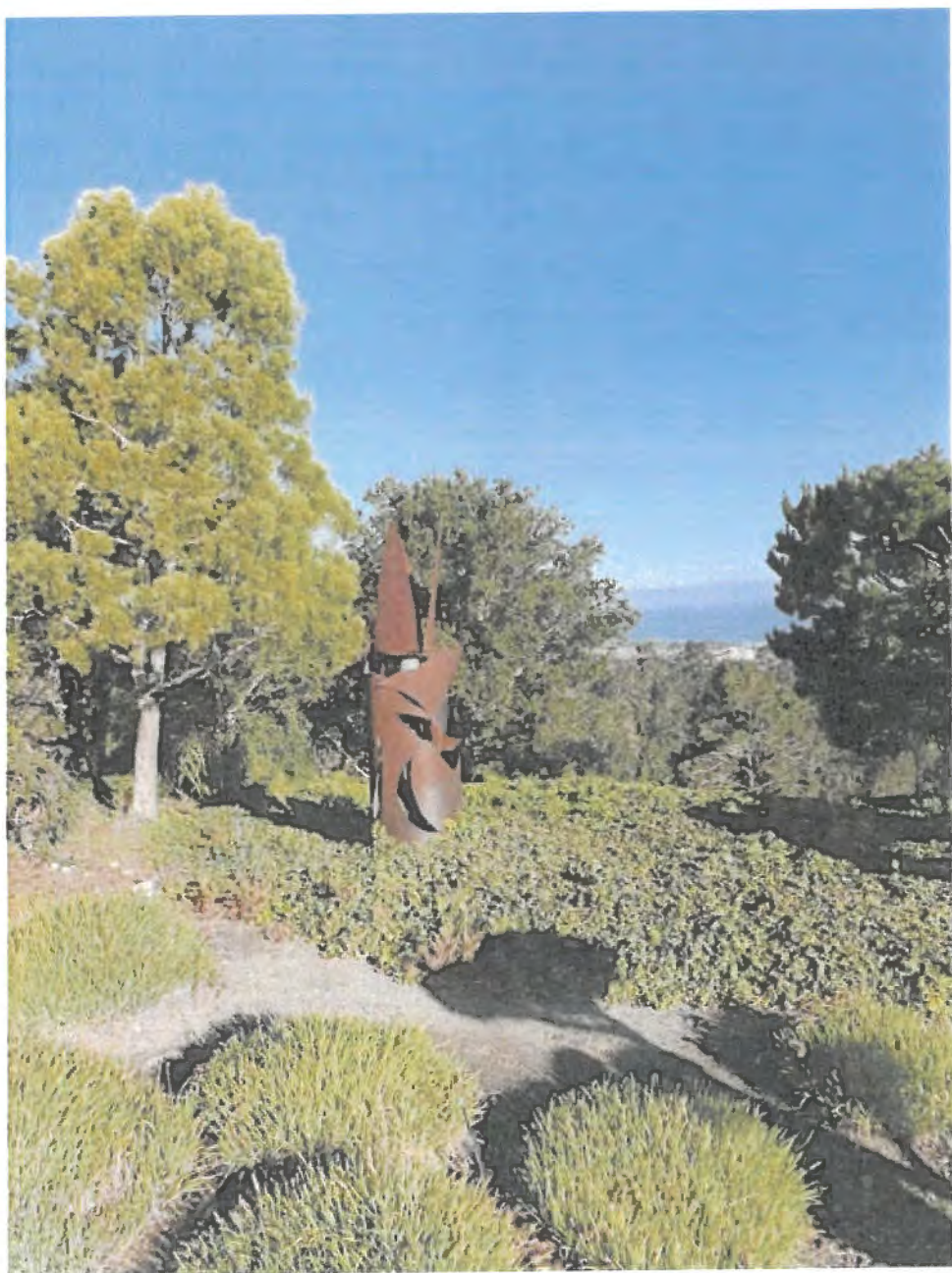
CEQA:

The placement of the donated sculptures will be evaluated as part of the CEQA review for the Multiuse Trail Project within the TAMC right-of-way to ensure no significant environmental impacts occur. This review will assess aesthetic, safety, and environmental factors of incorporating the sculptures as part of the broader trail project's environmental documentation. If no additional review is required beyond the approved CEQA findings for the trail, the installation would likely qualify for a categorical exemption under CEQA Guidelines Sections 15301 (minor alteration of existing facilities) 15303 (new construction of small structures, or 15311 (placement of accessory structures appurtenant to existing facilities).

RECOMMENDATION: It is recommended that Council follow the Arts Committee's recommendation and accept the one piece of donated art referred to by the Committee as the "Sand City's Seat". Further, it is recommended that the Council approve the future bike trail in the TAMC right of way as a site for the installation of the sculpture after the trail is constructed, if confirmed by the City Engineer, Public Works Manager and City Manager as a feasible and safe location.

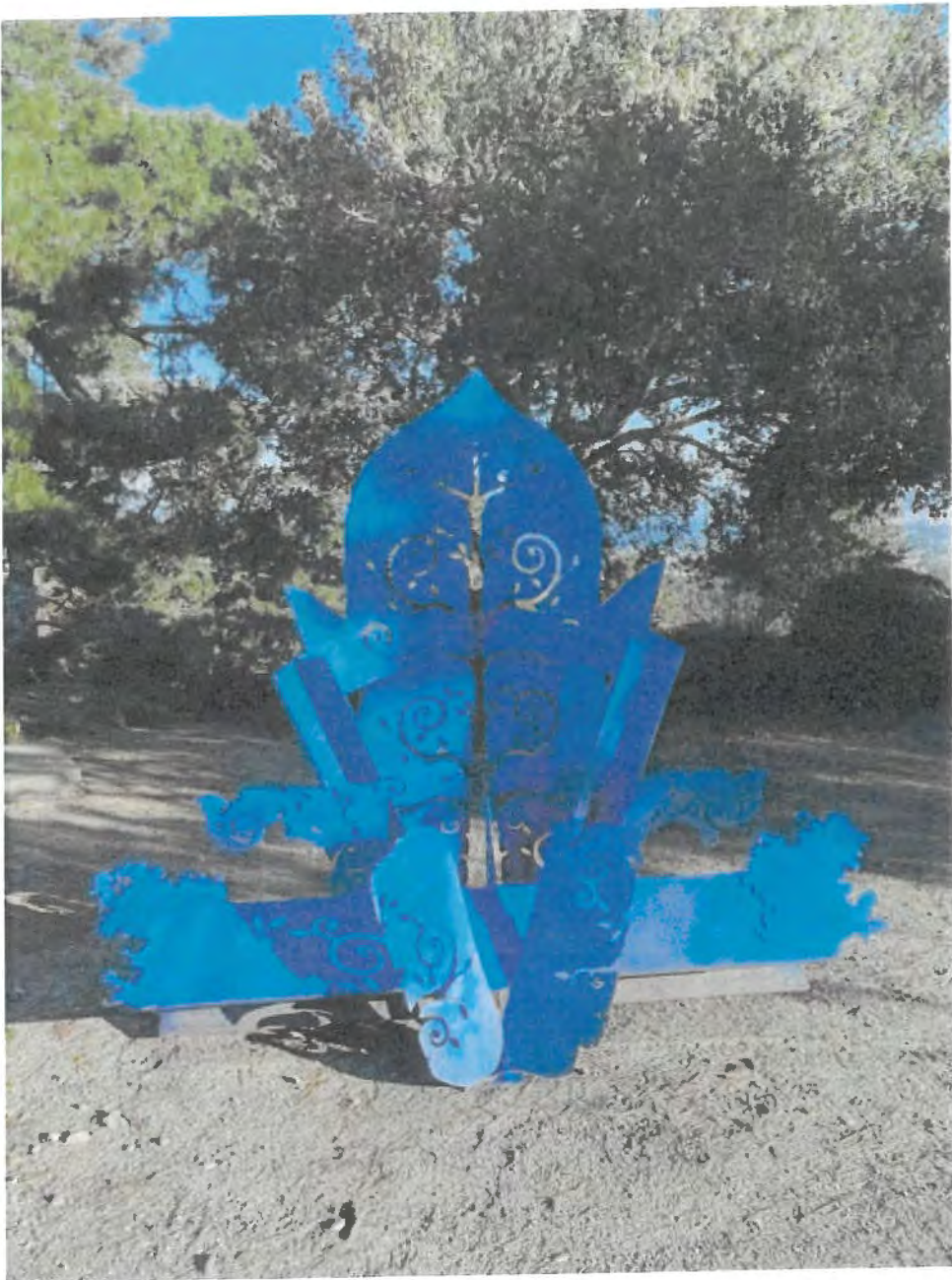
ATTACHMENTS:

1. Images of Sculptures











**AGENDA ITEM
9C.**

**Direct the City Manager to Enter Into
Contracts for Construction of the Base of
the Monument Sign and Installation and
Authorize the City Manager to Expend
General Fund Revenues for \$24,292.71 to
Cover the Full Cost of Sign Installation Plus
a \$6,000 Contingency**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Monument Sign South of Tioga
DATE: March 4, 2025

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 Attachment A, Sign Easement Agreement. The City has an opportunity to install a new monument sign within the easement area shown in Attachment B. Pursuant to Municipal Code § 18.66.100, all new signs shall be subject to review by the Design Review Committee. The Design Review Committee has reviewed and approved the monument sign depicted in Attachment C.

Project Description: Location, Colors And Materials:

Location: 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 above-referenced sign easement. The proposed sign will be approximately 8' wide, by 5' high and 1' deep.

Colors and Materials: The logo and lettering will match the existing City Monuments logo medallion and lettering. 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 matches 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 C.

The proposed sign base 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.

CEQA:

Installation of the monument sign within the established easement is Exempt from CEQA pursuant to Guideline Section 15303, new construction of small structures. The monument sign will be located within the easement in a manner to avoid impeding lines of site and lighting will be shielded and directed onto the surface of the sign intended to be illuminated.

FISCAL IMPACT:

Costs associated with the construction of the City Monument sign has been determined based on the cost for construction of the sign base, electrical and lighting, lettering and the City logo medallion. The cost of the sign is estimated to be \$24,292.71 (Attachments D and E). Projected costs are estimates and actual costs of installation may be slightly higher, therefore a 25% contingency is recommended. The final and actual costs will be added to the FY 24/25 during the Mid-Year Budget Amendment process.

RECOMMENDATION:

1. Staff recommends that the City Council direct the City Manager to enter into contracts, on behalf of the City, for construction of the base of the sign and installation of the City's logo in accordance with plans approved by the Development Review Committee represented in Attachment C.
2. Staff recommends that the City Council authorize the City Manager to expend General Fund revenues in the amount of \$24,292.71 to cover the full cost of sign installation to include estimated costs in Attachments D and E, plus a \$6,000.00 contingency (approximately 25%) for unanticipated costs of installation, lighting and landscaping.

ATTACHMENTS:

- A. Sign Easement Agreement
- B. Proposed City Monument Sign Location
- C. City Monument Sign Rendering
- D. CSI Invoice
- E. Monterey Signs Estimate

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: 10/30/22 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 ☒ 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.

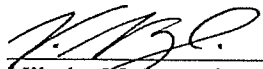
10. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the Grantor.

[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").

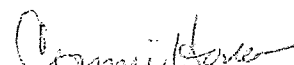
CITY:

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,

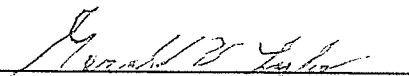
A California limited liability company

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)

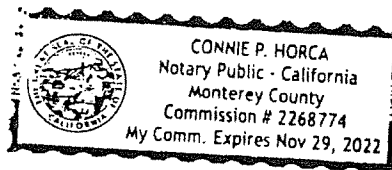
On MAY 31, 2022, before me, CONNIE P. HORCA, a Notary Public, personally appeared VIBEKE NORGGAARD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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



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 _____

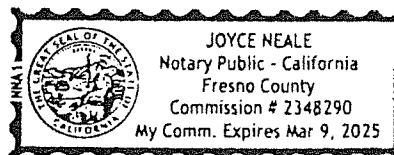
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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.



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.

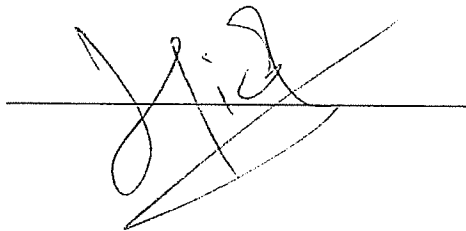
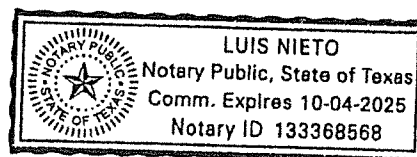
State of ~~California~~ TEXAS)
 County of TRAVIS)

On May 24th 2022, before me, Luis Nieto, a Notary Public, personally appeared CHRISTOPHER OROSTO, 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

[Signature]
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 NORGGAARD, 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

[Signature]

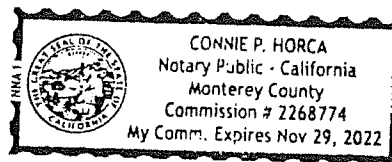


EXHIBIT A
DBO PROPERTY

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 $24^{\circ}06'14''$ West, 4.00 feet to a point on the proposed revised southwesterly line of Tioga Avenue; thence along said southwesterly line
- b) South $65^{\circ}29'54''$ 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 $26^{\circ}16'48''$ West, 19.00 feet; thence departing said southeasterly line
- 2) North $19^{\circ}36'33''$ West, 26.45 feet to a point on the northeasterly line of said Parcel H1A; thence along said northeasterly line
- 3) South $65^{\circ}29'54''$ East, 19.00 feet to the Point of Beginning.

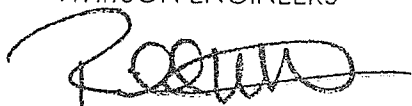
Containing 180 square feet, more or less.

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

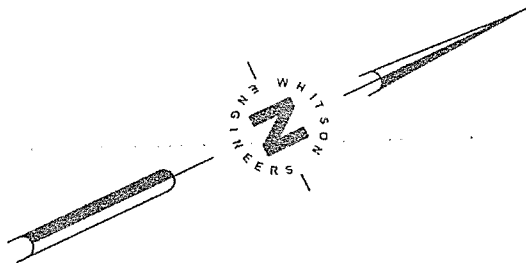


RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 3571

4/6/2020
DATE



SCALE: 1"=20'



BLOCK 26
2-C&T-35

PARCEL H1A
PER "WEST END SAND CITY"
SUBDIVISION MAP

LOT 24

SIGNAGE
EASEMENT
180.41 S.F.

SE'LY LINE OF LOT 24

N19°36'33"W
26.45'

S24°06'14"W
4.00' (TIE)

S26°16'48"W
19.00'

POINT OF COMMENCEMENT
MOST EASTERLY CORNER
OF LOT 24

POINT OF BEGINNING

PROPOSED NORTHWESTERLY
LINE OF CALIFORNIA AVE
(REALIGNED PER SUBDIVISION MAP:
"WEST END SAND CITY")

CALIFORNIA AVE

TIOGA AVE

PROPOSED SOUTHWESTERLY
LINE OF TIOGA AVE
(REALIGNED PER RESUBDIVISION)

S65°29'54"E

PLAT TO ACCOMPANY DESCRIPTION SIGNAGE EASEMENT

SAND CITY, CALIFORNIA
APRIL 6, 2020



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

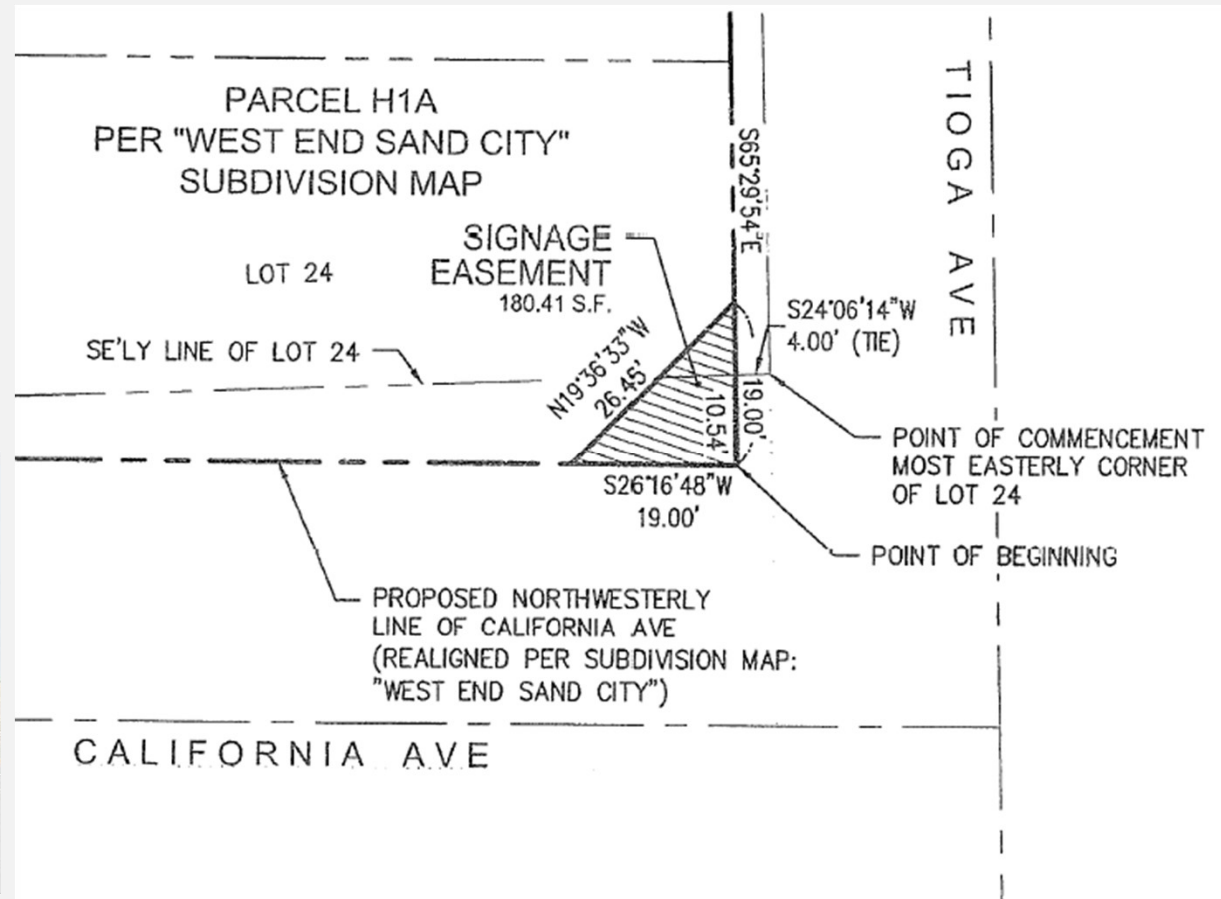


EXHIBIT C: PROPOSED CITY MONUMENT SIGN LOCATION

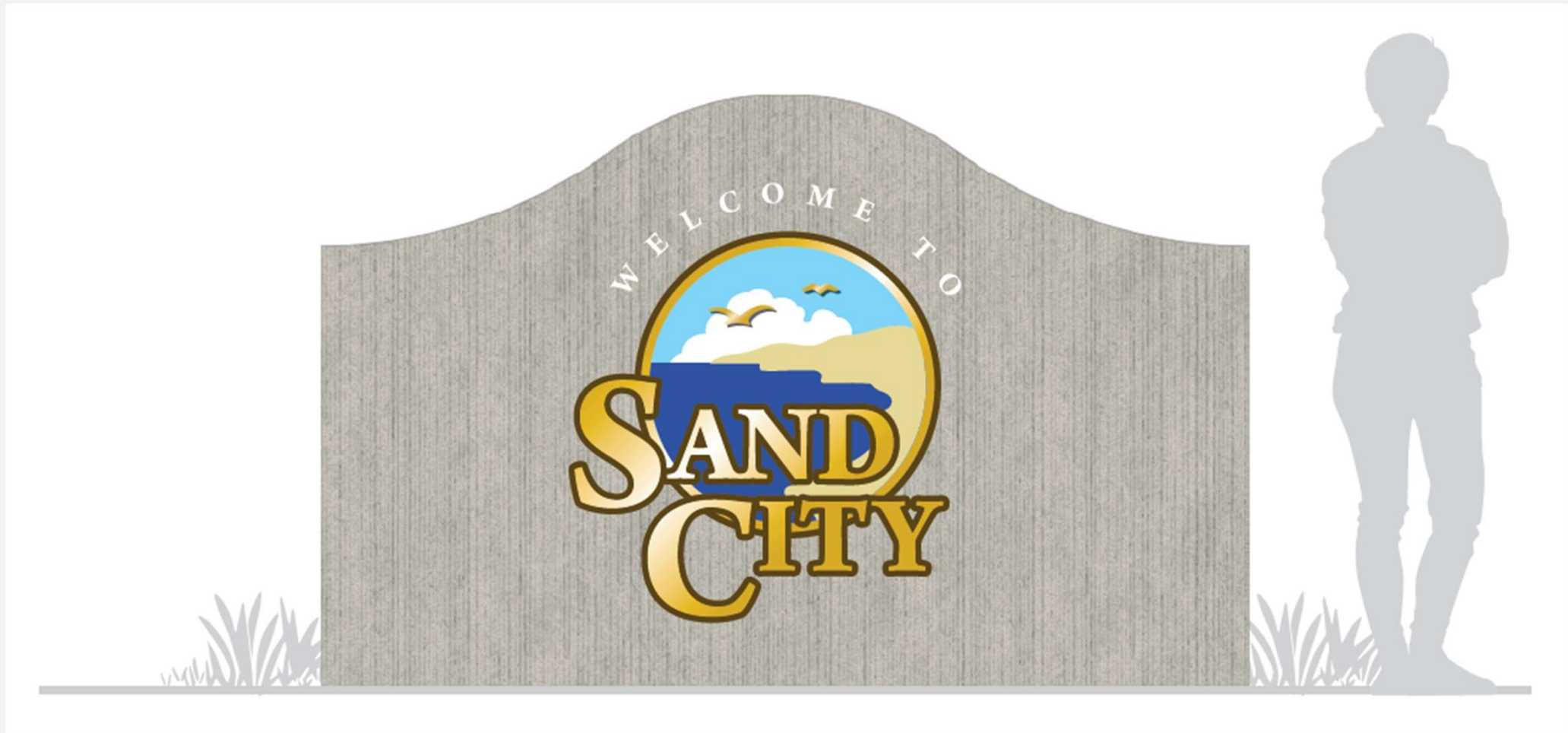


EXHIBIT D: PROPOSED CITY MONUMENT SIGN RENDERING



CSI Construction Company
500 Broadway
Sacramento, CA 95818

PROPOSAL

DATE: 2/25/2025
PROPOSAL #: 1

Bill To: City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Ship To: CSI Construction Company
880 Tioga Avenue
Sand City, CA 93955

P.O. #	Sales Rep. Name	Ship Date	Ship Via	Terms	Due Date
4027	Kayne Mellor	N/A	N/A		03/27/2025
PH	Description	Qty	Unit Price	Line Total	
Concrete	Concrete Monument Sign for City of Sand City	1	LS	\$ 13,240.00	
Electrical	- Includes excavation, footings, backfill, concrete, formliner, light fixtures, and electrical conduit with wiring back to 800 Morgan's Way Laundry Room Panel. - Excludes signage.	1	LS	\$ 3,533.05	

SUBCONTRACT SUBTOTAL	\$ 16,773.05
CSI MARKUP	\$ 1,677.31
TOTAL	\$ 18,450.36
TOTAL DUE	\$ 18,450.36

THANK YOU FOR YOUR BUSINESS!



A&H CONCRETE SERVICES, INC

CA License#:1025173

232 N Lincoln Way Suite 40, Galt, CA 95632

(916)687-4925

CA License#:1025173

Proposal

Date: January 22, 2025

To: CSI Construction

Project: Sand City-Dual Marriot -Sitework-Monument Sign

Proposal to Include:

-Monument sign base, 24" wide, 12" thick footing with (2) #5 continuous horizontal rebar and vertical #5 rebar at 16" OC.

-Monument sign will be 96" wide x 60" high x 12" deep with form liner Fitzgerald. Wall forming, concrete placement, wall stripping & wall curing. Pricing is based off the PDF attached to the email with this proposal.

\$13,240.00

Proposal to Exclude:

1. Supply of other embedded items, sidewalk drains, area drains, DI's.
2. Demo (noted above).
3. Backfill of trenches, behind retaining walls, 4" perforated pipe wrap behind retaining walls.
4. Drainage swales.
5. Shoring
6. Structural Bracing
7. Encroachment permits.
8. Traffic Control
9. Forming for other trades
10. Expansion Joint sealant, and foam Backer Rod.
11. Welding.
12. Masonry reinforcing.
13. Rock excavation-Lime treated soil. (In the case A&H's equipment cannot dig through encountered rock, lime treated soil, the rental equipment & labor suited to dig through rock or lime treated soil will be billed at Equipment rental and CO labor rates).
14. Excavation for curb & gutter/vertical curb/valley gutter.
15. Transformer pads.
16. Preparation of sub-grade (by others).
17. Off haul and Disposal of spoils.
18. Colored, stamped, stained, or polished concrete.
19. Surveying
20. Offsite work (except noted items above).
21. Floor sealers, hardeners, or special treatment of concrete by others.
22. Backfilling behind curb & gutter, vertical curbs.
23. Asphalt patch back.
24. Supply of bollards.
25. Concrete housekeeping pads
26. Surface mounted Truncated domes over asphalt.
27. Trench drains, sidewalk drains, underground drains, perforated drain, french drains.

28. Light pole bases
29. Trash Enclosure
30. Water proofing or forming for water proofing.
31. Interior curbs.
32. Handrails

Project Term's & Conditions:

1. This proposal is good for a period of thirty (30) days only. No price guarantee shall exist beyond the thirty (30) day period.
2. If A&H Concrete is authorized to proceed with work prior to a fully executed Subcontract Agreement, it shall be understood and agreed that this proposal shall govern and take precedence until such time as a mutually agreed upon Subcontract is executed, with no exceptions.
3. This proposal shall be incorporated as an exhibit into any Subcontract Agreement.
4. A&H Concrete will not perform any change order work without a written directive from General Contractor. Change Order work will be limited to 2% of contract value or \$25,000 until change orders are signed and billable.
5. General Contractor to provide sufficient access to and around buildings for the performance of A&H Concrete's work (rocked and graded).
6. General Contractor to provide temporary power and water within 100 feet of the work area and at all levels of the building.
7. This proposal is based upon a normal eight (8) hour workday, five (5) day work week.
8. This proposal is based on a mutually agreed upon sequence and schedule co-established by A&H Concrete and General Contractor
9. A&H Concrete is not responsible for concrete cracking which is a natural occurring event which is caused by many factors beyond A&H's control.

Worker parking to be provided by General Contractor. Night work, shift work or off hour work. Shop Drawings, as-built drawings, or engineering. General Contractor to provide fenced staging area for materials and trash container & pickup. General Contractor shall provide access to construction power and water and temporary facilities. Insurance Waiver of Subrogation is included in this price. All items not shown on drawings will be billed at a time and material cost, and only upon receipt of a written change order. No overtime work is included in this Proposal. No union or prevailing wages are included. Pay when paid clauses in the Subcontract will not be accepted.

We hereby propose to furnish material & labor to complete said project in accordance with the above specifications, for the sum of: **\$13,240.00 (Thirteen thousand two hundred forty dollars.....00/100).**

Submitted By: Benny Estrada

Date:

Accepted By: _____

Date: _____



Forming The Future™

PATTERN 17943

Sine Wave

0.75" Deep Sine Wave

Vac-U-Form™

Styrene - Single Use.
ABS Plastic - Up to 15 reuses.

Fluted Rib

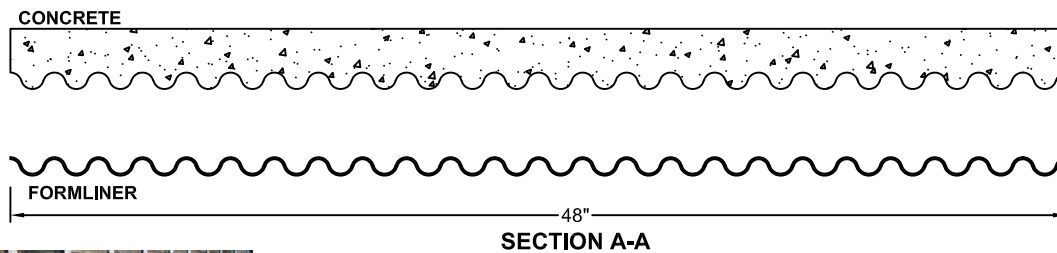
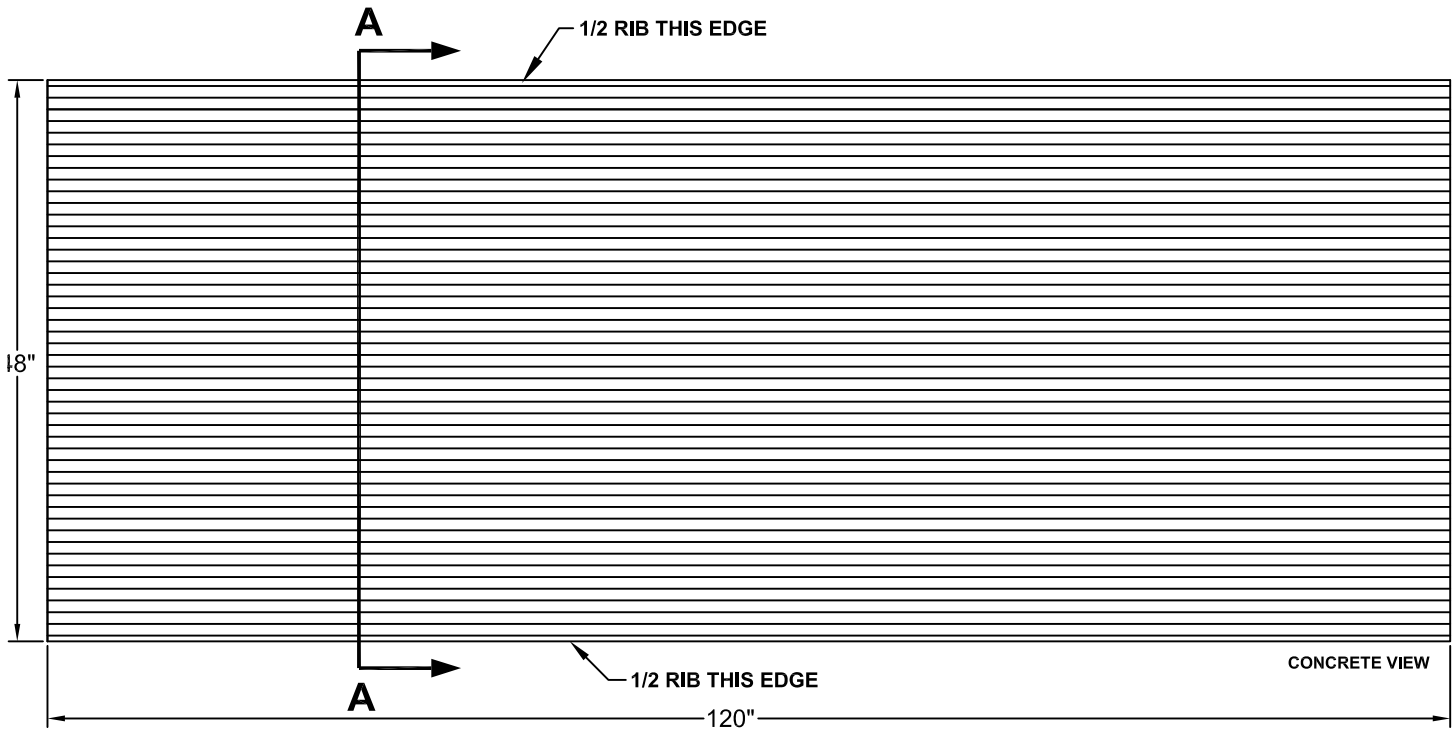
Part Size: 48"W x 120"H

Max Depth: 0.75"

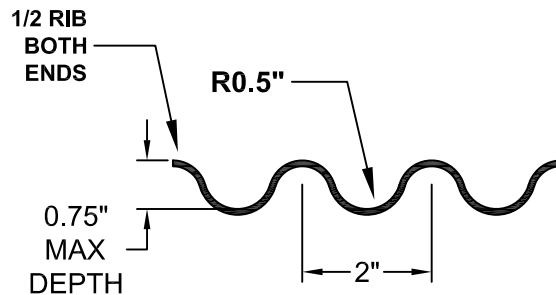
On Center: 2.0"

Radius: 0.5"

**FORMLINER
INCLUDED IN PRICING**



**FORMLINER CAN BE INSTALLED
VERTICALLY TO MATCH OTHER
CITY MONUMENT SIGNS**



FORMLINER DETAIL

This document contains confidential and proprietary information of Fitzgerald Formliners, Inc. and is protected by copyright, trade secret, and other state and federal laws. Its receipt or possession does not cover any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use without specific written authorization of Fitzgerald Formliners, Inc. is strictly forbidden.

FITZGERALD FORMLINERS

1500 East Chestnut Avenue • Santa Ana, CA 92701 • Fax (714) 245-9715

Ph: (800) 547-7760 • Ph (714) 547-6710 • www.formliners.com

Pattern can be requested in AutoCad format

101

File Name: S-17943-VF-2-13-07

Page 1 of 1

PDF PROVIDED BY OWNERSHIP
FOR DESIGN REFERENCE

NO SIGNS FROM MONTEREY
SIGNS INCLUDED IN COST.



**MONTEREY
SIGNS** PH: 831.632.0490
855 Broadway Ave.
Seaside, CA 93955

CUSTOMER City of Sand City

SO # 57517

DESIGNER Marcos F.

NOTE: This is an original unpublished drawing, created by Monterey Signs. It is submitted for your personal use in connection with a project being planned for you by Monterey Signs. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written permission of Monterey Signs.



REQUEST FOR CHANGE

RFC # 32
Date: 2/25/2025
Project Name: Sand City Marriot
Project Number: 4027-01
Page Number: 1

Client Address:

CSI Construction Company

Contact: Kayne Mellor
500 Broadway
Sacramento, CA 95624

Work Description

1. Includes pricing for installation and procurement of requested fixtures for monument sign illumination.

Exclusions:

Sawcutting, removal and restoration of hardscapes.
Patching and Painting.
After hours work.
Permit procurement and fees.
Low voltage wiring.
Providing of equipment shown as owner provided: light fixtures, sub-panels, etc.
Fire alarm system

We reserve the right to correct this quote for errors and omissions.
This price is good for acceptance within **10** days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
WIRE CONN RED	6	39.24 C	2.35	9.00 C	0.54
1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	8	121.60 C	9.73	12.00 C	0.96
1/4-20 HEX NUT - PLTD STL	8	6.59 C	0.53	3.00 C	0.24
1/4x 1 1/4 FENDER WASHER - PLTD STL	8	15.65 C	1.25	1.50 C	0.12
4'PEX - DIMMABLE	2	1,000.00 E	2,000.00	1.80 E	3.60
1'PEX - DIMMABLE	1	250.00 E	250.00	1.20 E	1.20
Totals	33		2,263.86		6.66

Summary

MATERIAL

ORIGINAL

REQUEST FOR CHANGE

Client Address:

CSI Construction Company
500 Broadway
Sacramento, CA 95624

RFC #

Date:

Project Name:

Project Number:

Page Number:

32

2/25/2025

Sand City Marriot

4027-01

2

Summary (Cont'd)

General Materials		2,263.86	
Material Subtotal		2,263.86	
Material Tax	(@ 10.250 %)	232.05	
Total Material			2,495.91
LABOR			
Electrician	(6.66 Hrs @ \$107.50)	715.95	
Total Labor			715.95
Subtotal			3,211.86
OVERHEAD & MARKUP			
Overhead	(@ 10.000 %)		321.19
Subtotal			3,533.05

Final Amount

\$3,533.05

CONTRACTOR CERTIFICATION

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

RFC # 32

Final Amount: \$3,533.05

Name: _____

Date: _____

Signature: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROJECT:

TYPE:

CAT. #: PEX - - - - - - - - - -

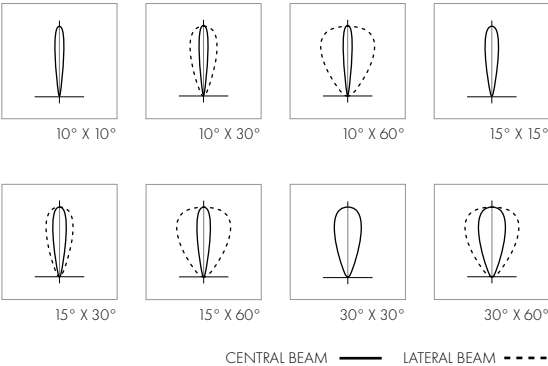
PROFILE

LIGHT SOURCE	4.0 W/FT, 7.0 W/FT, 10.0 W/FT
CCT	2200K, 2700K, 3000K, 3500K, 4000K, STATIC COLORS
CRI	82 CRI (90+ OPTION)
PERFORMANCE	UP TO 48038 PEAK CANDELA
VOLTAGE	LINE, 120V OR 277V
POWER	INTEGRATED POWER SUPPLY
DIMMING	FLICKER FREE DIMMABLE TO 1%. 0-10V, (SINK) DMX DIMMING, DALI
DIMENSIONS	2.50" X 1.75" X 12.00" OR 2.50" X 1.75" X 48.00"
WEIGHT	12.00": 1.65 LBS, 48.00": 6 LBS
HOUSING	EXTRUDED ALUMINUM HOUSING
LENS	TEMPERED GLASS
FINISH	METALLIC GRAY, CUSTOM
WARRANTY	5-YEAR LIMITED
OPERATING TEMP	-40° C TO 50° C
LUMEN MAINTENANCE	75,000 HOURS
CERTIFICATION	ETL AND cETL FOR WET LOCATION, IP67, 3G SUITABLE FOR NATATORIUM ENVIRONMENTS

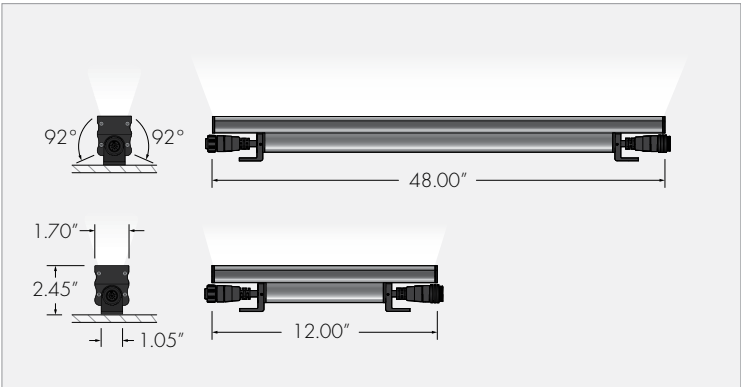


OPTICS

Not all available optics shown



DIMENSIONS



PERFORMANCE SUMMARY

10.0 W/FT, 40K, 48.00"	LUMENS	PEAK CANDELA
10° X 10°	3688 LM	48038
10° X 30°	3410 LM	17591
10° X 60°	3389 LM	13007
15° X 15°	3936 LM	25267
15° X 30°	3596 LM	12226
15° X 60°	3584 LM	9350
30° X 30°	3381 LM	7850

ACCESSORIES / OPTIONS



LOUVER
TO BE INSTALLED IN
THE FIELD

PROJECT: TYPE: CAT. #: PEX - - - - - - - -

SPECIFICATION

PEX									Separate options with dashes
1	2	3	4	5	6	7	8	9	10

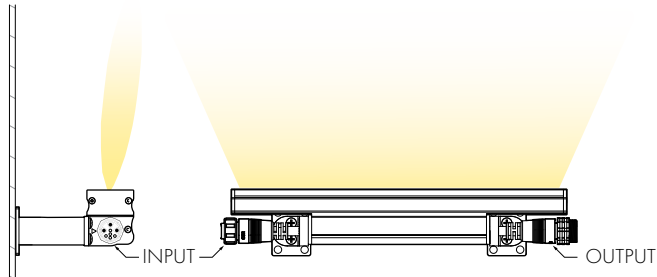
1 FIXTURE	PILOT EXTERIOR SERIES PEX	4 OPTICS	10° X 10° 10 10° X 10° optic is intended for a 6.00" fixture setback from the source 10° X 30° 1030 10° X 60° 1060 15° X 15° 15 15° X 30° 1530 15° X 60° 1560 20° X 20° 20 20° X 60° 2060 30° X 30° 30 30° X 60° 3060 40° X 40° 40 40° X 60° 4060 60° X 60° 60 100° X 100° 100 ASYM. GRAZE UPLIGHT, LEFT POWER FEED ASUL ASYM. GRAZE UPLIGHT, RIGHT POWER FEED ASUR ASYM. GRAZE DOWNLIGHT, LEFT POWER FEED ASDL ASYM. GRAZE DOWNLIGHT, RIGHT POWER FEED ASDR	5 MOUNTING	SURFACE SM Wall, Ceiling, or Ground 3G ANSI 136.31 rated EXTENDED ARM EXA-X X = Specify 6", 12" or 18" STAKE STM	8 CONTROL	0-10V DIMMING (1%) DIM 0-10V dims down to 1% with compatible controls (by others) DMX DIMMING DMXDM Default factory setting is DMX System Resolution Fixtures are not pre-addressed or labeled at the factory. A DMXCAT tool is required for on-site fixture resolution and addressing. Must be ordered separately. See control options below. Fixtures are shipped from the factory with default addressed channel 1 A CDS/RDM Distribution Kit is required. Must be ordered separately. See control options below. DMX controls are required. Must be ordered separately. DALI DALI Controls and Dali bus by others.	
2 WATTAGE	LOW OUTPUT LO 4.0 W/FT MEDIUM OUTPUT MO 7.0 W/FT HIGH OUTPUT HO 10.0 W/FT	6 LENGTH	12.00" 12 48.00" 48	7 VOLTAGE	120V 120 277V 277	9 FINISH	METALLIC GRAY MG CUSTOM COLOR CC Contact factory for custom color - additional charges will apply	
3 CCT	2200K 22K 2700K 27K 3000K 30K 3500K 35K 4000K 40K RED R GREEN G BLUE B AMBER A	Asym Graze and Wash: See page 3 for details.					10 OPTIONS	HIGH CRI 90+ HCRI Available with 27K and 30K LOUVER LV Louver ships separate from the fixture and must be installed in the field

DMX TOOLS AND CABLE OPTIONS	LEADER CABLES - REQUIRED See page 10 for details 5.0 FT LEADER CABLE LC - 5 10.0 FT LEADER CABLE LC - 10
DMX DISTRIBUTION KIT & ADDRESSING TOOL - REQUIRED FOR DMX DIMMING DMX/RDM DISTRIBUTION KIT - IP67 CDS-RDM DMX/RDM Distribution Kit consists of four outputs Each output is limited to (1) run per output - up to 32 fixtures max Four terminators are included for end of line termination. REMOTE DMX/RDM ADDRESSING AND MONITORING TOOL DMXCAT DMXCAT Remote Addressing and Monitoring Tool uses Bluetooth LE technology for communication with the smartphone/applications (up to 50' range). Allows for on-site fixture resolution and addressing. Contact factory for Wireless DMX/RDM	EXTERIOR JUMPER CABLES (FOR LINE VOLTAGE ONLY) - OPTIONAL 1.0 FT JUMPER CABLE EL11898-1 2.0 FT JUMPER CABLE EL11898-2 5.0 FT JUMPER CABLE EL11898-5 10.0 FT JUMPER CABLE EL11898-10 25.0 FT JUMPER CABLE EL11898-25 Cables are not rated for direct burial. See local codes for installation.

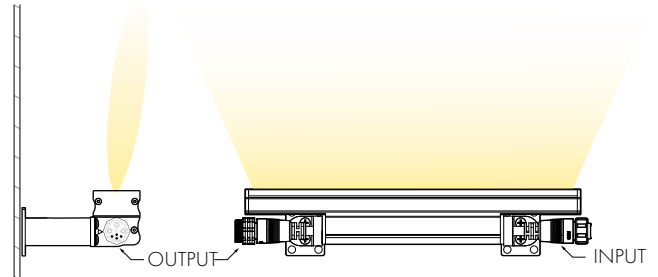
PROJECT: TYPE: CAT. #: PEX - - - - -

ASYMMETRIC DISTRIBUTIONS/LIGHT DIRECTION /FEED LOCATIONS

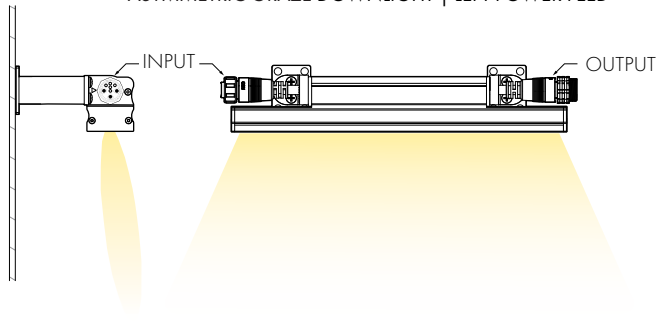
ASYMMETRIC GRAZE UPLIGHT | LEFT POWER FEED



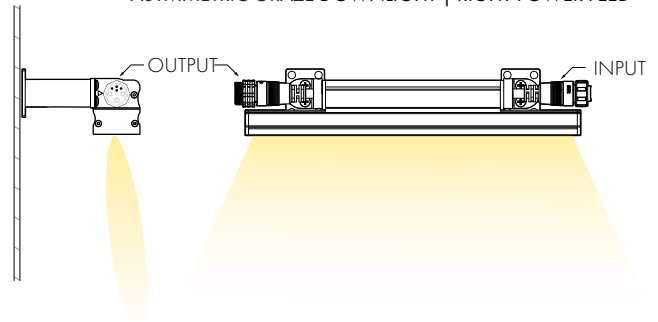
ASYMMETRIC GRAZE UPLIGHT | RIGHT POWER FEED



ASYMMETRIC GRAZE DOWNLIGHT | LEFT POWER FEED

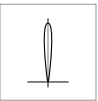
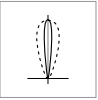
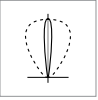
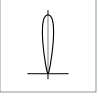
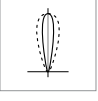
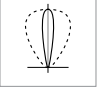
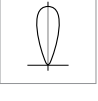
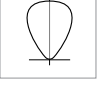
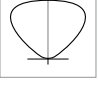


ASYMMETRIC GRAZE DOWNLIGHT | RIGHT POWER FEED



PERFORMANCE

*All data uses a 48" fixture at 4000K

	LOW OUTPUT (4.0 W/FT)			MEDIUM OUTPUT (7.0 W/FT)			HIGH OUTPUT (10.0 W/FT)		
OPTIC	DELIVERED LUMENS	LUMINAIRE EFFICACY	PEAK CANDELA	DELIVERED LUMENS	LUMINAIRE EFFICACY	PEAK CANDELA	DELIVERED LUMENS	LUMINAIRE EFFICACY	PEAK CANDELA
10° X 10° 	1475 LM	83.0 LM/W	19215	2582 LM	88.0 LM/W	33627	3688 LM	83.0 LM/W	48038
10° X 30° 	1364 LM	76.0 LM/W	7036	2387 LM	76.0 LM/W	12314	3410 LM	76.0 LM/W	17591
10° X 60° 	1356 LM	75.8 LM/W	5203	2372 LM	75.8 LM/W	9105	3389 LM	75.8 LM/W	13007
15° X 15° 	1574 LM	96.0 LM/W	10107	2755 LM	96.0 LM/W	17687	3936 LM	96.0 LM/W	25267
15° X 30° 	1438 LM	87.0 LM/W	4890	2517 LM	87.0 LM/W	8558	3596 LM	87.0 LM/W	12226
15° X 60° 	1434 LM	87.0 LM/W	3740	2509 LM	87.0 LM/W	6545	3584 LM	87.0 LM/W	9350
30° X 30° 	1352 LM	77.0 LM/W	3140	2367 LM	77.0 LM/W	5495	3381 LM	77.0 LM/W	7850
60° X 60° 	1356 LM	76.0 LM/W	5198	2373 LM	76.0 LM/W	9097	3390 LM	76.0 LM/W	12996
100° X 100° 	962 LM	54.0 LM/W	479	1684 LM	54.0 LM/W	838	2405 LM	82.3 LM/W	12262
ASYMMETRIC 	1363 LM	82.3 LM/W	4905	2386 LM	82.3 LM/W	8583	3408 LM	76.0 LM/W	12996

PROJECT:

TYPE:

CAT. #: PEX - - - - - - - - -

MAXIMUM RUN LENGTH IN FEET AND MAXIMUM FIXTURES PER RUN

VOLTAGE	NOMINAL WATTAGE					
	LOW OUTPUT (4.0W/FT)		MEDIUM OUTPUT (7.0W/FT)		HIGH OUTPUT (10.0W/FT)	
	0-10V MAXIMUM RUN LENGTH PER LEADER CABLE	DMX DIMMING MAXIMUM FIXTURES PER LEADER CABLE	0-10V MAXIMUM RUN LENGTH PER LEADER CABLE	DMX DIMMING MAXIMUM FIXTURES PER LEADER CABLE	0-10V MAXIMUM RUN LENGTH PER LEADER CABLE	DMX DIMMING MAXIMUM FIXTURES PER LEADER CABLE
120VAC	300 FEET	32 FIXTURES	170 FEET	32 FIXTURES	120 FEET	32 FIXTURES NOT TO EXCEED 1200 WATTS
277VAC	300 FEET	32 FIXTURES	170 FEET	32 FIXTURES	120 FEET	32 FIXTURES NOT TO EXCEED 1200 WATTS

PROJECT:

TYPE:

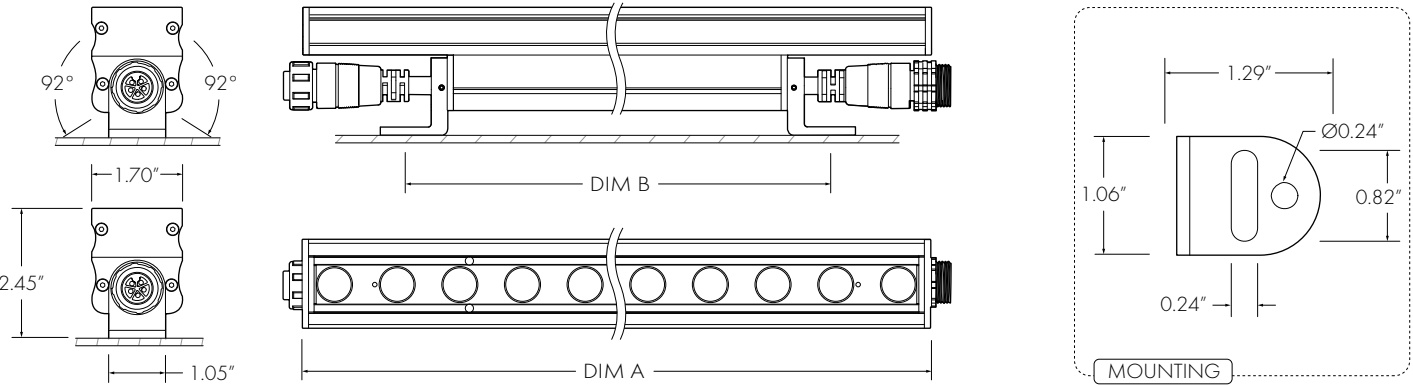
CAT. #: PEX - - - - - - - - - -

DIMENSIONS

DIMENSION	12.00"	48.00"
DIM A	12.00"	48.00"
DIM B	8.88"	32.82"

SM - SURFACE MOUNT

*Applicable in both up & down applications



PROJECT:

TYPE:

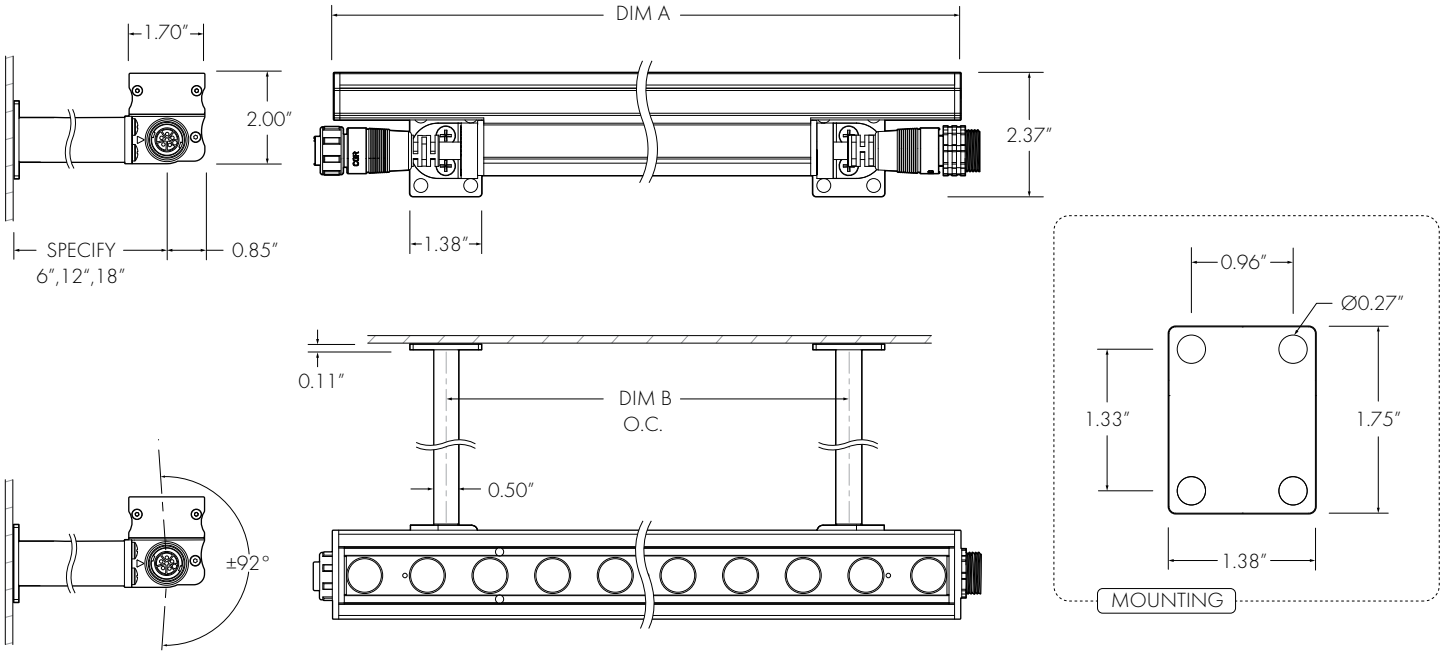
CAT. #: PEX - - - - - - - - - -

DIMENSIONS

DIMENSION	12.00"	48.00"
DIM A	12.00"	48.00"
DIM B	7.71"	31.90"

EXA - EXTENDED ARM MOUNT

*Applicable in both up & down applications



PROJECT:

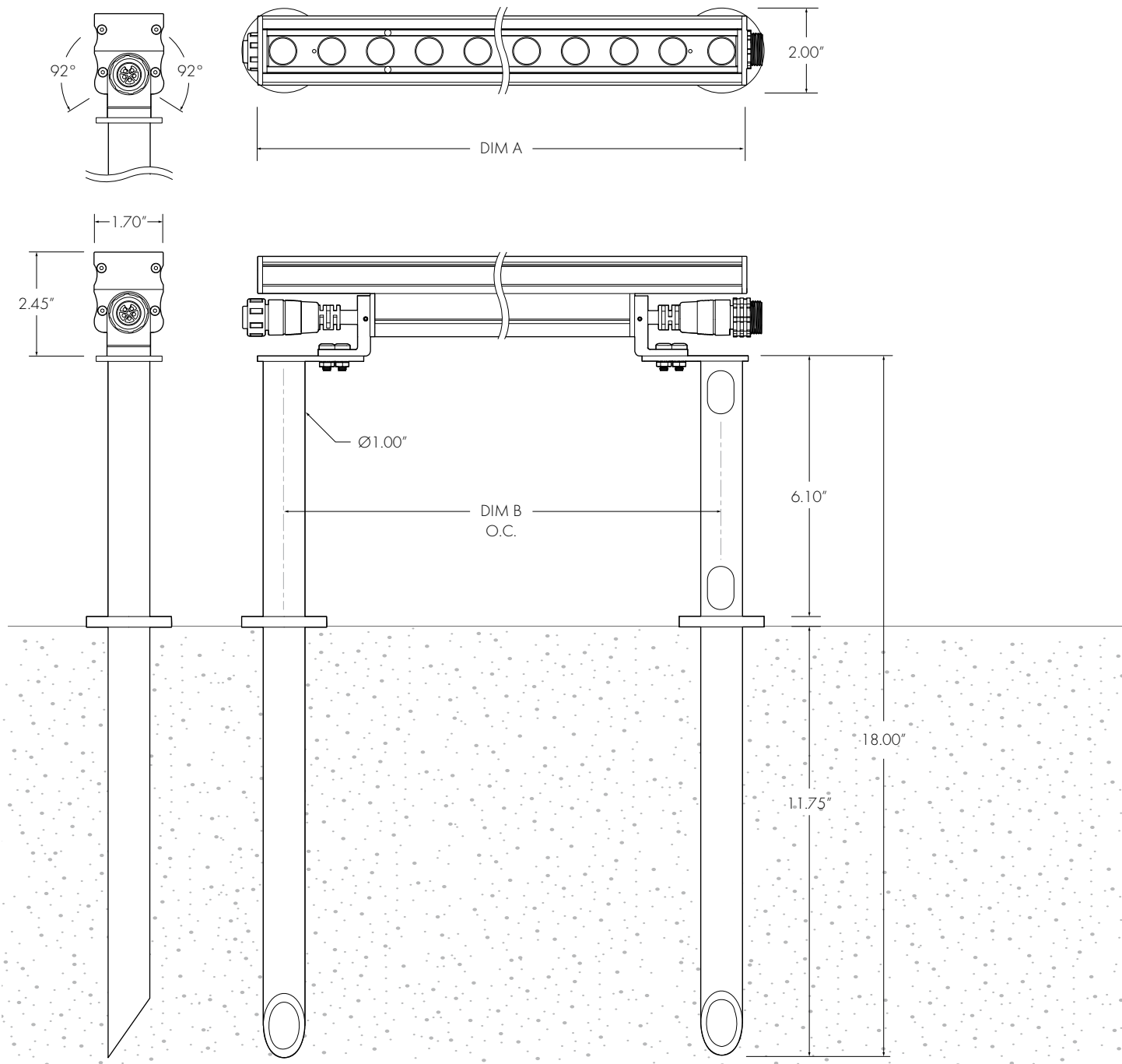
TYPE:

CAT. #: PEX - - - - - - - - - -

DIMENSIONS

DIMENSION	12.00"	48.00"
DIM A	12.00"	48.00"
DIM B	11.26"	40.50"

STM - STAKE MOUNT



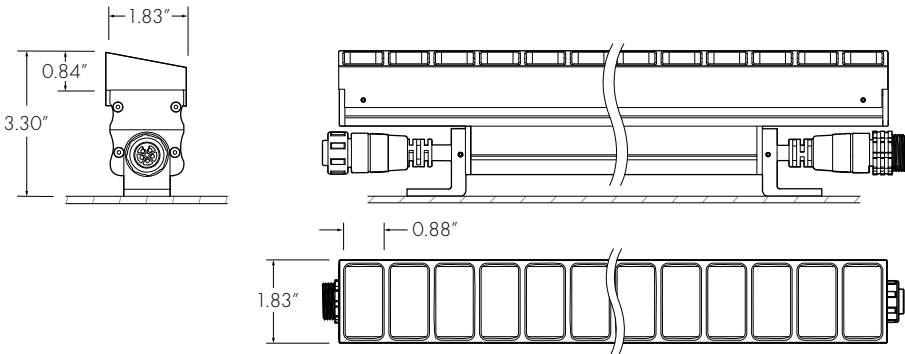
PROJECT:

TYPE:

CAT. #: PEX - - - - - - - - - -

LOUVER - LV

*Louver ships separate from the fixture and must be be installed in the field



RFI #341: Bike Parking Pad and Monument Sign Design Specifications

Status	Open		
To	Monte James (Hawthorn Consulting Engineers) (Response Required)	From	Nathan Horst (Colorado Structures, Inc. - Sacramento)
Date Initiated	Nov 19, 2024	Due Date	Nov 26, 2024
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Mike Jolly (Sand City Lodging LLC c/o EKN Development Group)		
Copies To	Joel Abbey (Colorado Structures, Inc. - Sacramento), Eduardo Alvarez (Colorado Structures, Inc. - Sacramento), Charlie Bisharat (Colorado Structures, Inc. - Sacramento), Jake Bodell (FFKR Architects), Sean Graff (Colorado Structures, Inc. - Sacramento), Nathan Horst (Colorado Structures, Inc. - Sacramento), Jeff Hunt (Colorado Structures, Inc. - Sacramento), Mike Jolly (Sand City Lodging LLC c/o EKN Development Group), Derek Karimoto (EKN Engineering), Kayne Mellor (Colorado Structures, Inc. - Sacramento)		

Activity

Question

Question from Nathan Horst Colorado Structures, Inc. - Sacramento on Tuesday, Nov 19, 2024 at 10:43 PM PST

Per a Zoom OCO Meeting with EKN, FFKR, and CSI on 11/15/24, Ownership would like to add a bike parking concrete pad and a monument sign.

EKN Engineering provided the attached exhibit showing the placement of the sign and grading in order to minimize any soil being retained if any by the sign.

Please advise on the following questions:

1. Bike Parking Pad (25' x 12')
 - Please advise on the base rock requirements.
 - Please advise on the thickness of concrete required for the 25'x12' pad.
 - Please advise on rebar requirements.
2. Monument Sign Foundation (96" wide x 60" high x 12" deep)
 - Please advise on the base rock requirements.
 - Please advise on a foundation detail for this monument sign.
 - Please provide formliner or concrete finish spec.

Attachments

[AS101_ OVERALL Site Plan - Bike Parking Markup.pdf](#), [Sand City Monument Sign_Aproved Design.pdf](#), [Sand City - Monument Sign Section.pdf](#)

Official Response

Response from Nathan Horst Colorado Structures, Inc. - Sacramento on Wednesday, Dec 4, 2024 at 09:30 PM PST
Hawthorn, for the added bike parking pad, Ownership would like a 120V 20amp dedicated receptacle. Please advise on the following:

1. Please confirm adding this electrical load is acceptable for the building's switchgear.
2. If so, please advise on the circuit size, circuit numbers, and panel designation for an added dedicated receptacle.

Official Response

Response from Jake Bodell FFKR Architects on Wednesday, Dec 4, 2024 at 03:01 PM PST

1. Please proceed with 4" thick concrete over 4" ABC. No reinforcing needed.
2. Please provide 24" wide 12" thick footing with (2) #5 continuous horizontal rebar and vertical #5 rebar at 16" O.C.

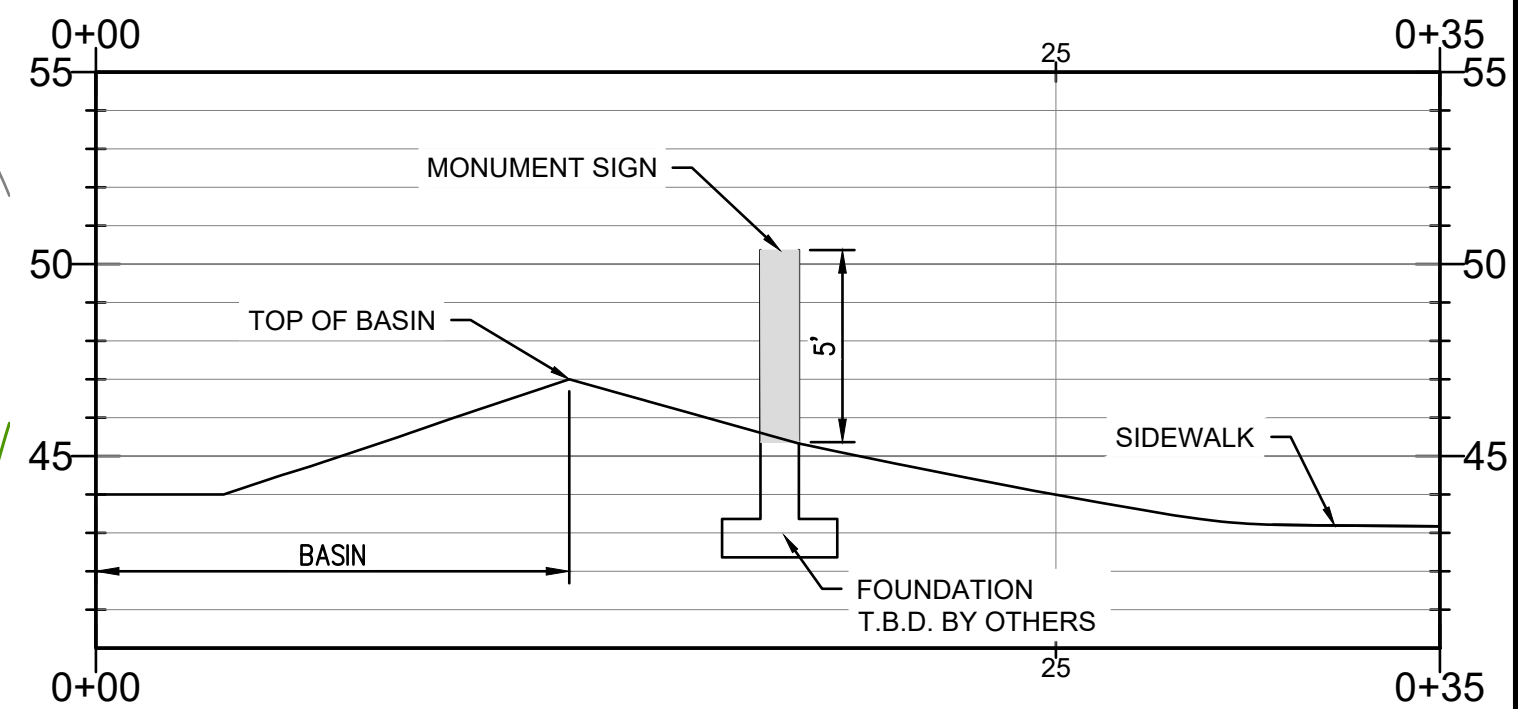
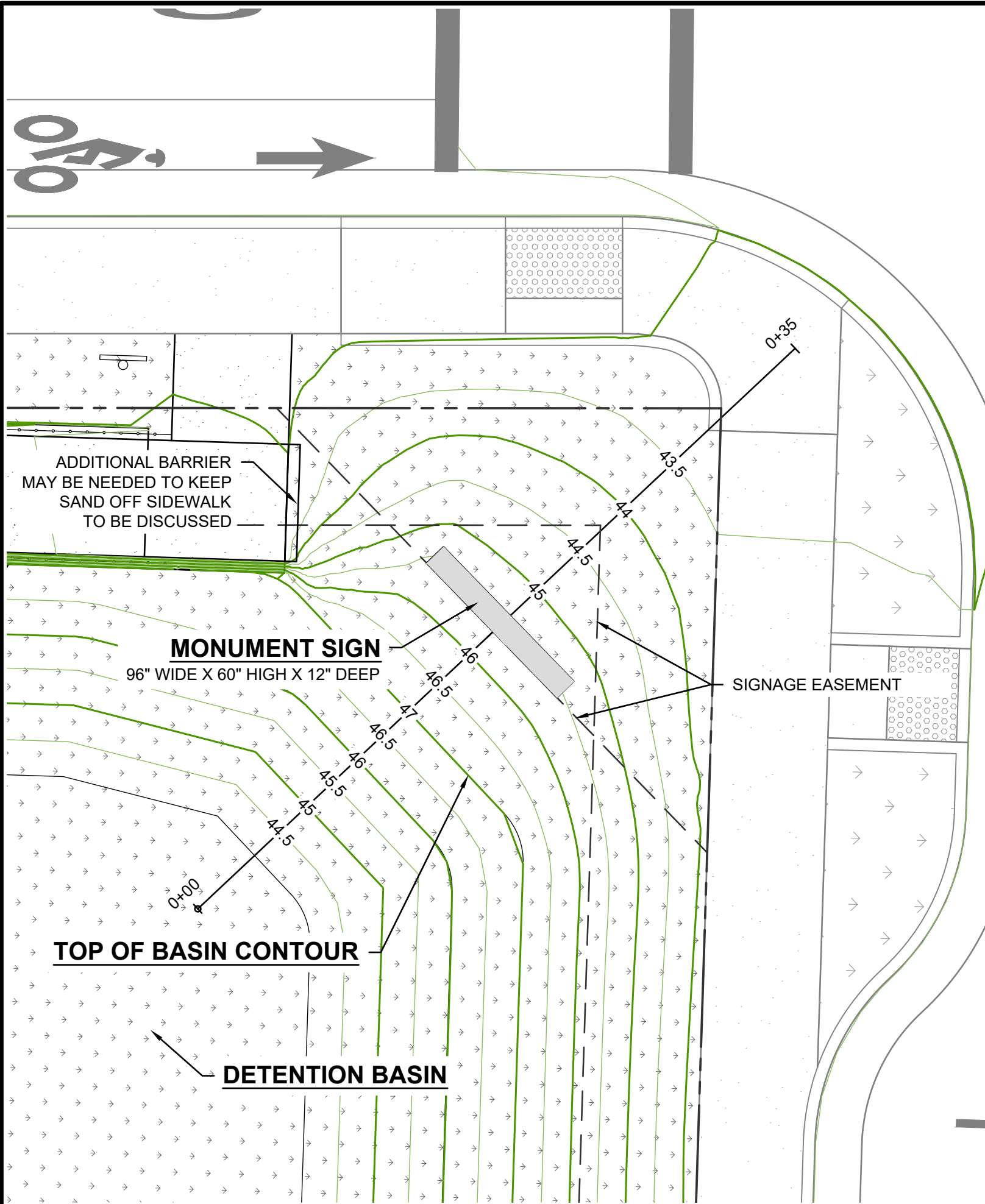
Official Response

Response from Stacie Quoi EKN Engineering on Wednesday, Nov 27, 2024 at 08:58 AM PST

1. Per Geotech's recommendation, please coordinate with Structural Engineer to determine slab thickness and reinforcement. (See attached Sand City Geotech Rec for reference).
2. Please coordinate with Monument Sign Consultants on their foundation design that's specified for their sign. If Monument Sign Consultants do not provide foundation design, then please coordinate with Structural Engineer as well.

Attachments
[Sand City Geotech Rec.png](#)

EXHIBIT PROVIDED BY
EKN ENGINEERING ON
11/19/24 VIA EMAIL



MONUMENT SIGN PROFILE
H: 1" = 5' | V: 1" = 5'

 17780 FITCH, SUITE 100 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: SAND CITY HOTEL	TITLE: MONUMENT SIGN		 SCALE 1" = 5'	PROJECT NO: 18-012
	PROJECT ADDRESS: 800 & 801 MORGAN'S WAY SAND CITY, CA. 93955	DRAWN: S.S.	CHECKED: D.H.K.		REV: ----
					DATE: 11/19/2024

117

Monterey Signs
855 Broadway Ave Seaside, CA 93955
sales@MontereySigns.com
(831) 632-0490

License #: 965016
www.MontereySigns.com



MONTEREY SIGNS

Quote 586247

Logo for City of Sand City Monument Sign

SALES REP INFO
Shawn R Adams
President
shawn@montereysigns.com
(831) 632-0490

QUOTE DATE
02/18/2025
QUOTE DUE DATE
03/20/2025
QUOTE EXPIRY DATE
03/20/2025
TERMS
Net 30

REQUESTED BY
City of Sand City
1 Sylvan Park
Sand City, CA 93955

CONTACT INFO
Anna Bornstein
bornstein@emcplanning.com
(831) 649-8399 x 214

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Graphic Design Services This is our hourly rate for graphic design and art setup. This can include file preparation, logo re-creation, drawings needed for sign permits, and project management.	1	Each	\$125.00	\$125.00	Y
2	Logo for City of Sand City Monument Sign Logo and lettering to be solid, .5" thick brushed aluminum with 1/2" stand-off. Letters attached to monument via blind-stud method (no exposed fasteners).	1	Each	\$4,495.00	\$4,495.00	Y
Notes:						
Does not include City of Sand City permit fees if needed.						
3	Installation Installation of all signage on this estimate. This is labor only.	1	Each	\$795.00	\$795.00	N

Monterey Signs and Santa Cruz Signs Terms and Conditions

*All quotes are valid for 30 days.

*All quotes are considered an estimate. Any additional labor or materials required to complete your project will be added to the final invoice.

*We kindly request a deposit of 50% of your quote before we begin design or production unless specified in writing.

*A 2.7 % charge will be added for all credit card payments.

*Sign permits and final inspections will be billed at actual cost from the City or County, plus staff time.

*A signed or emailed quote accepting the charges (plus deposit) must be received prior to beginning work.

*All labor/installation is non-union and/or non-prevailing wage and based on work completed during normal business hours (9AM-5PM) unless specifically stated above

Subtotal:	\$5,415.00
Sales Tax (9.25%):	\$427.35
Total:	\$5,842.35

SIGNATURE:

DATE:

**AGENDA ITEM
9D.**

**Consideration and Approval for the
Cancellation of the March 18, 2025
Regular City Council Meeting**