



REGULAR MEETING

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

TUESDAY, SEPTEMBER 5, 2023

5:30 PM

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

Regular Meeting - Tuesday, September 5, 2023
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 MEETING LIVE:**

<https://us02web.zoom.us/j/4614728829>

Meeting ID: 461 472 8829

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

Meeting ID: 461 472 8829#

**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. INVOCATION

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

5. COMMUNICATIONS

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

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

6. CONSENT CALENDAR

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

- 6A. Approve the City Council Special Closed Session and Regular Meeting Minutes for August 15, 2023

[Closed Session Minutes](#)

[Regular Meeting Minutes](#)

- 6B. Hold Second Reading and Adopt an Ordinance Amending Sand City Municipal Code Section 2.08.010 Providing for an Increase in the Salary of the Mayor

[Staff Report](#)

[Ordinance](#)

- 6C. Ratifying Appointments to Various Local and Regional Agencies and Boards Effective September 5, 2023

[Memo](#)

[Resolution](#)

[Appointments List](#)

- 6D. Approve a Resolution Adopting a List of Projects for Fiscal Year 2023-24 Funded by SB 1: The Road Repair and Accountability Act of 2017

[Staff Report](#)

[Resolution](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PUBLIC HEARING

- 8A. First Reading of an Ordinance Amending Municipal Code Section 1.12.010
[Staff Report](#)
[Ordinance](#)
- 8B. Approving Conditional Use Permit (CUP 23-005) for PJ's Tile Authorizing Office & Commercial Warehouse Space at 1729-B Holly Street
[Staff Report](#)
[Resolution](#)
[EXHIBIT A Conditions of Approval \(23-005\)](#)
[EXHIBIT B Findings of Approval \(23-005\)](#)
[EXHIBIT C Location Map](#)
[EXHIBIT D Arial Map](#)
[EXHIBIT E FLOOR PLAN](#)
[EXHIBIT F Site Plan](#)
[EXHIBIT G Site Photos](#)
[EXHIBIT H Hazardous Materials](#)
[EXHIBIT I Letter of Intent](#)

9. NEW BUSINESS

- 9A. Approve Entering Into Agreements for the Regional Early Action Planning (REAP) Grant 2.0 Program
[Staff Report](#)
[Resolution](#)
[Sand City REAP LSGP 2.0 Grant Application](#)
[REAP 2 AMBAG MOU](#)
- 9B. Approving a Contract Amount of \$252,000 for Meyers Nave for Fiscal Year 2023-24
[Staff Report](#)
[Resolution](#)
[2022 Engagement Letter](#)
- 9C. Authorizing the City Manager to Execute a Second Amendment to Professional Services Agreement with EMC Planning Group, Inc to Develop Objective Design Standards
[Staff Report](#)
[Resolution](#)
[Exhibit A](#)
[Attachments A, B, C, and D](#)
- 9D. Consideration and Approval for the Cancellation of the September 19, 2023, 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
6A.**

**Approve the City Council Special Closed
Session and Regular Meeting Minutes for
August 15, 2023**

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

Special Meeting - Tuesday, August 15, 2023 5:00 PM
As allowed by Assembly Bill AB2449, this meeting was conducted in person and by
teleconference.

Mayor Carbone called the meeting to order at 5:08 PM

1. ROLL CALL

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

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

2. COMMUNICATIONS

Public comment received from Chandler Roland.

3. CLOSED SESSION

No public comment received.

3A.

City Council/Successor Agency Board to Adjourn to Closed Session Regarding Conference with real property negotiators pursuant to Government Code §54956.8. Property: APN's 011148001000, 011148007000, 011148008000, 011148009000, 011147024000, 011147013000, 011147012000, 011147026000, 011147002000, 011146024000, 011145032000, 011145034000, 011144003000, 011144004000, 011144008000, 011144032000, 011143002000, 011171013000. Negotiator: Adam Lindgren, Interim City Attorney and Vibeke Norgaard, City Manager. Other Party(ies): Jabin and Lelia Honig, Anthony J. Mercant Tr, David L and Mary A Wilson Trs, Wallace King Farmer and Eloise Byron Trs, Charles A. Piccuta, John Kenneth Fowler Tr, Lila Z. (Adams) Bourbon, Patricia M. Holderman and Sandra E. Gibson et al, Gary P. Spanos et al, Richard Andrew Bonds Tr, Nathaniel J. and Patricia L. Ledgerwood, George and Yoko W. Hoffman Trs, Wilma Joyce Rajcher MD Inc, Gaylon L. and Sharon L. Haney Trs. Under negotiation: Review of Price and Terms

3B.

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

Interim City Attorney Anthony Amara reported that no reportable action was taken.

ADJOURNMENT

Council adjourned the meeting at approximately 5:40 PM.

Kerry Lindstrom, City Clerk

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

Regular Meeting - Tuesday, August 15, 2023 5:30 PM
As allowed by Assembly Bill AB2449, this meeting was conducted in person and by
teleconference.

Mayor Carbone called the meeting to order at 5:47 PM.

1. ROLL CALL

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

Staff: City Manager Vibeke Norgaard
Chief David Honda
Interim City Attorney Anthony Amara
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Vice Mayor Blackwelder led the Pledge of Allegiance.

3. INVOCATION

No invocation was made.

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

Mayor Carbone announced she placed handouts on the table in the Council Chamber and City Manager Vibeke Norgaard stated she provided the Council with a written City Manager's Report and made it available to the public.

5. COMMUNICATIONS

Public comment received from Jose Luis Barajas.

6. CONSENT CALENDAR

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Vice Mayor Blackwelder, Council voted to approve the Consent Calendar.

Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz,
Hawthorne, and Sofer.

NOES: None.

ABSENT: None.

ABSTAIN: None.

6A. Approved the City Council Special Closed Session and Regular Meeting
Minutes for August 1, 2023

- 6B. Approved Resolution SC 23-42 authorizing a professional services agreement with Polaris Land Surveying, Inc. in an amount not to exceed \$30,000 for a three-year period.
- 6C. Approved Resolution SC 23-43 authorizing a two-year service agreement for financial auditing services by CliftonLarsonAllen, LLP for fiscal year 2022-2023 and fiscal year 2023-2024 at a cost not to exceed \$114,500.

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PUBLIC HEARING

- 8A. Introduce and Hold First Reading of an Ordinance Amending Sand City Municipal Code Section 2.08.010 Providing For an Increase in the Salary of the Mayor

Mayor Carbone recused herself.

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council waived reading of the ordinance in full and read by title only.

Motion carried 4-0-1, by the following vote:

AYES:	Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES:	None.
ABSENT:	None.
ABSTAIN:	Mayor Carbone.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council introduced and held first reading of an ordinance amending Sand City Municipal Code Section 2.08.010 providing for an increase in the salary of the Mayor.

Motion carried 4-0-1, by the following vote:

AYES:	Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES:	None.
ABSENT:	None.
ABSTAIN:	Mayor Carbone.

9. NEW BUSINESS

- 9A. Approve a Resolution Approving an Increase to the Physical Fitness Incentive and CalPers 457 Deferred Compensation City Match for City Employees and Councilmembers

No public comment received.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Sofer, Council voted to approve Resolution SC 23-44 approving an increase to the Physical Fitness Incentive and CalPers 457 Deferred Compensation City Match for the City Employees and Councilmembers.

Motion carried 5-0, by the following vote:

AYES:	Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES:	None.
ABSENT:	None.
ABSTAIN:	None.

- 9B.

Direction From Council regarding Proposed Changes to the 6th Cycle Housing Element Public Review Draft

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council discussed and provided direction on proposed changes to the site inventory for sites 3, 4, 5, 8, and 9.

Motion carried 5-0, by the following vote:

AYES:	Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES:	None.
ABSENT:	None.
ABSTAIN:	None.

Due to a conflict of interest, those residing within 500 feet of site 1 on the site inventory, Vice Mayor Blackwelder and Councilmember Hawthorne recused themselves.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Council discussed and provided direction on proposed changes to the site inventory for site 1.

Motion carried 3-0-2, by the following vote:

AYES: Mayor Carbone, Councilmembers Diaz, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: Vice Mayor Blackwelder and Councilmember Hawthorne.

Due to a conflict of interest, those residing within 500 feet of sites 2, 6, and 7 on the site inventory, Vice Mayor Blackwelder and Councilmembers Diaz, Hawthorne, and Sofer, a straw draw was conducted to establish a quorum by random selection. Councilmembers Sofer and Hawthorne were selected. Vice Mayor Blackwelder and Councilmember Diaz recused themselves.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council discussed and provided direction on proposed changes to the site inventory for sites 2, 6, and 7.

Motion carried 3-0-2, by the following vote:

AYES: Mayor Carbone, Councilmembers, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: Vice Mayor Blackwelder and Councilmember Diaz.

ADJOURNMENT

Council adjourned the meeting at approximately 7:49 PM.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
6B.**

**Hold Second Reading and Adopt an
Ordinance Amending Sand City Municipal
Code Section 2.08.010 Providing for an
Increase in the Salary of the Mayor**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Ordinance Amending Sand City Municipal Code Sections 2.08.010 and Providing for an Increase in Salary of the Mayor
DATE: September 5, 2023

BACKGROUND/DISCUSSION:

On August 15, 2023, you introduced and conducted a first reading of an ordinance amending Sand City Municipal Code Sections 2.08.010 and Providing for an Increase in Salary of the Mayor. Section 2.08.010 of the Sand City Municipal Code establishes the salaries for City Councilmembers and the Mayor. The City Council last adjusted salaries for City Councilmembers and the Mayor in August of 1985. Sand City Municipal Code Section 2.08.010 sets the Mayor's current salary at \$300 per month, the same as Council Members.

In addition to salary received as a Council Member, Government Code Section 36516.1 allows the Mayor to receive additional compensation as established by Council ordinance. The amount of this compensation is not regulated by the Government Code, and an increase may be enacted at any time, including mid-term of office.

On July 18, 2023, Council directed staff to prepare a draft ordinance to increase the Mayor's stipend for its consideration due to the considerable duties and commitments the Mayor performs on behalf of the City. On August 8, Council discussed the amount of such an increase and directed staff to draft an ordinance reflecting an increase of \$500 to a total of \$800 for the Mayor's monthly stipend.

It should also be noted that while the Council's \$300 stipend is established by State law based on the population size of Sand City, a newly-enacted State law will allow cities statewide that have populations in the same range as Sand City to increase city council salaries to up to \$950 per month, and will allow higher salaries for council members in larger cities.

CEQA:

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

FISCAL IMPACT:

The proposed increase in the Mayor's salary will result in a fiscal impact of an additional \$6,000 (Account 5110-01) which is already accounted for in the FY 23-24 budget.

RECOMMENDATION:

Staff recommends the following motions:

1. Adopt the ordinance Amending Sand City Municipal Code Section 2.08.010 to increase the Salary for the Mayor

ATTACHMENTS:

1. Ordinance

**CITY OF SAND CITY
ORDINANCE NO. ___, 2023**

**AN ORDINANCE AMENDING SAND CITY MUNICIPAL CODE SECTION 2.08.010
PROVIDING FOR AN INCREASE IN THE SALARY OF THE MAYOR**

WHEREAS, Ordinance No. 82-09 established salaries for the Mayor of Sand City, as amended by Ordinance No. 85-05; and

WHEREAS, Sand City Municipal Code section 2.08.010 provides that “The monthly salary for each City Councilmember shall be three hundred dollars (\$300.00) per month and the monthly salary for the mayor shall be three hundred dollars (\$300.00) a month”; and

WHEREAS, Government Code Section 36516.1 provides that a directly elected Mayor may be compensated in addition to that compensation received as a Councilmember; and

WHEREAS, The salary paid to the Mayor has not been increased since 1985; and

WHEREAS, The City Council wishes to increase the Mayor’s salary in consideration of the substantial demands of the job.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAND CITY DOES
ORDAIN AS FOLLOWS:**

SECTION 1: Amendment of Municipal Code.

Chapter 2.08.010 of the Sand City Municipal Code is hereby amended to read in its entirety as follows:

“The monthly salary for each Council member shall be \$300 per month. The monthly salary for the Mayor shall be the same monthly salary paid to each Council member plus an additional \$500 each month.”

SECTION 2: Effective Date.

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

PASSED AND ADOPTED, by the City Council of Sand City, this ___ day of September 2023 by the following vote:

AYES:

NOES:
ABSTAIN:
ABSENT:

APPROVED:

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

Mary Ann Carbone, Mayor

**AGENDA ITEM
6C.**

**Ratifying Appointments to Various Local
and Regional Agencies and Boards
Effective September 5, 2023**

MEMO

TO: The City Council
FROM: Mayor Mary Ann Carbone
SUBJECT: Update the Local and Regional Agency Appointments for 2023
DATE: September 5, 2023

The City Council appoints Council and staff to serve on various local and regional agencies throughout Monterey County. Attached is the list of the designated representatives that I propose serve on those committees.

I request that the Council approve a resolution ratify the appointments.

ATTACHMENTS:

1. Resolution
2. 2023 Sand City Appointments List

CITY OF SAND CITY

RESOLUTION SC ____, 2023

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RATIFYING APPOINTMENTS
TO VARIOUS LOCAL AND REGIONAL AGENCIES AND BOARDS EFFECTIVE
SEPTEMBER 5, 2023**

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

WHEREAS, the attached Sand City Appointments List reflects staff and Council appointments to various agencies and organizations; and

WHEREAS, the attached Sand City Appointments List has been updated to reflect the changes to appointments of those who have expressed their desire to serve on various agencies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby approves the appointments including changes as listed on the 2023 Sand City Appointments List attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council this 5th day of September, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

2023 SAND CITY
APPOINTMENTS LIST

<u>Agency</u>	<u>Staff Members</u>	<u>Agency Telephone</u>
AMBAG 2nd Wednesday each month @ 6:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Technical/Planning: City Manager Vibeke Norgaard; ~~Charles Pooler~~ Staff: EMC	883-3750
Ambag: (RAC) Regional Advisory Committee	<i>Vacant</i>	883-3750
Airport Land Use Commission 4th Monday each month @ 3:00 p.m.	Board: Mayor Mary Ann Carbone (Appointment by MCMA) Alternate: Jerry Blackwelder	755-5066
Chambers of Commerce: Sand City/Seaside	Board: Libby Sofer; Staff: Mayor Mary Ann Carbone	394-6501
Community Human Services 3rd Thursday each month @ 11:00 a.m.	Board: Mayor Mary Ann Carbone, Chair Alternate: ~~Kim Cruz-Marilee Diaz~~ Finance: Mary Ann Carbone	899-4131
~~Community Restorative Justice Commission~~ ~~3rd Monday each month @~~	~~Mayor Mary Ann Carbone (Appointment by MCMA)~~	~~(831)-755-3964~~
League of CA Cities - Legislative Liaison Team	Mayor Mary Ann Carbone, President Monterey Bay Division (Elected) ~~2nd Vice President: Mayor Mary Ann Carbone~~	915-8293
MBAIF/MBASIA Quarterly or as Needed	City Manager Vibeke Norgaard Alternate: Jennifer Pope	394-3054
MC Convention & Visitors Bureau Quarterly or as Needed	Community Relations: ~~Kim Cruz-Libby Sofer~~ Alternate: Libby Sofer	831-657-6409
Monterey One Water (formerly: MRWPCA) last Monday of each month @ 6:00 p.m.	Chair: Mayor Mary Ann Carbone; Jerry Blackwelder Staff: ~~City Manager Vibeke Norgaard~~	372-3367
Mosquito Abatement District 2nd Tuesday @ 12:00 Noon	Mayor Mary Ann Carbone Alternate: ~~Kim Cruz-Marilee Diaz~~	373-2483
Monterey County Bus. Council	Greg Hawthorne; Staff: City Manager Vibeke Norgaard Alternate: ~~Kim Cruz~~	833-9443
Monterey County Commission on Disabilities last Monday of each month @ 2:00 pm	Board: Libby Sofer Alternate: Jerry Blackwelder	755-5117
Monterey County Mayor's Association 1st Friday of each month @ 12:00 pm	Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	429-6605
Monterey County In Home Support Services 2nd Tuesday of odd numbered months @ 1:30 pm	Board: Libby Sofer	755-4904

2023 SAND CITY
APPOINTMENTS LIST

MoCo Integrated Waste Management	~~Charles Pooler~~ Mark Parker	755-8909
Monterey Peninsula Chamber of Commerce; Government Affairs Committee 4th Monday of each month at 3:30 pm	Board: ~~Kim Cruz~~ Alternate: Libby Sofer	648-5360
Monterey-Salinas Transit District (MST) 2nd Monday of each month @10:00 a.m.	Chair: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	1-888-678-8271
Monterey Regional Stormwater Mgt. Program 4th Wednesday of every month @10:a.m.	City Engineer Leon Gomez	646-3799
Monterey Regional Waste Management District (MRWMD) 3rd Friday each month @ 9:30 a.m.	Jerry Blackwelder; Mary Ann Carbone Tech Comm: City Manager; ~~Charles Pooler~~ Mark Parker	384-5313/755-8923
Monterey Peninsula Water Management District (MPWMD) 3rd Monday of each month @ 7:00 p.m.	Policy Advisory: Mary Ann Carbone Advisory: City Manager Vibeke Norgaard	Technical 658-5600
~~Regional Taxi Authority~~ ~~Meets once a year~~	~~Mayor Mary Ann Carbone~~ ~~Jerry Blackwelder~~	~~Alternate:-~~ ~~1-888-678-8271~~
Monterey County Oversight Board (SA)	Representatives: City Manager; ~~Devon Lazzarino~~ Alternate: Jennifer Pope	394-3054
Sanctuary Scenic Trail	~~Jerry Blackwelder~~ Mary Ann Carbone; ~~Charles Pooler~~ Staff: EMC	755-0903
Seaside County Sanitation District 2nd Tuesday of each month @ 9:30 a.m.	Jerry Blackwelder Alternate: Mayor Carbone	899-6200
Transportation Agency of Monterey County (TAMC) 4th Wednesday of each month @ 9:00 a.m. TAC: 1st Thursday of each month	Board: ~~Greg Hawthorne~~ Mayor Carbone Alternate: Jerry Blackwelder 2nd Alternate: ~~Kim Cruz~~ BIKE: Libby Sofer RAIL: ~~Kim Cruz~~ Marilee Diaz TAC: Leon Gomez/City Manager	755-0903
WaterMaster Board (Seaside Groundwater Basin) 1st Wednesday of each month @ 1:30 p.m.	Mary Ann Carbone; City Manager Vibeke Norgaard TAC: Mary Ann Carbone / Leon Gomez; City Manager Vibeke Norgaard Budget: Mary Ann Carbone	641-0113
<u>Sand City Subcommittees</u> Budget & Personnel	Chair: Mary Ann Carbone; ~~Kim Cruz~~ Libby Sofer Alternate: ~~Libby Sofer~~ Marilee Diaz City Manager Vibeke Norgaard	Staff:

2023 SAND CITY
APPOINTMENTS LIST

Public Facilities

Mary Ann Carbone; Jerry Blackwelder

City Specials Events Advisory Committees

Mary Ann Carbone; Greg Hawthorne

Staff: ~~Connie Horca~~ Laura Morales

Coastal Issues & Development

Mary Ann Carbone; Greg Hawthorne

Staff: City Manager Vibeke Norgaard; ~~Charles Pooler-EMC~~

Parking Study

Greg Hawthorne; Jerry Blackwelder

Staff: City Manager Vibeke Norgaard; ~~Charles Pooler-EMC; Leon Gomez~~

Parks & Open Space

Mary Ann Carbone; Jerry Blackwelder

Staff: City Manager Vibeke Norgaard; ~~Charles Pooler-EMC~~

Public Safety/Public Works

Jerry Blackwelder/ Libby Sofer

Staff: City Manager Vibeke Norgaard; ~~Brian Ferrante Mark Parker~~

Housing

Jerry Blackwelder;

Staff: City Manager Vibeke Norgaard; ~~Charles Pooler-EMC~~

HCP / Habitat Issues Comm.

Mary Ann Carbone; Jerry Blackwelder

Staff: City Manager Vibeke Norgaard; ~~Charles Pooler-EMC~~

Advisory Committees

Arts Committee

Greg Hawthorne, Chair; Resident & Business Owner

Brian Clark

Michelle Djokic

Shelby Hawthorne

Dawn Peters

Primary Staff: City Manager

exp: 1/2024

greg@hawthornegallery.com

exp: 1/2024

brianclark007@gmail.com

exp: 1/2024

michelle.djokic@gmail.com

exp: 1/2024

shelby@hawthornegallery.com

exp: 1/2024

mssuny@gmail.com

Design Review Committee

2 - year Appointment

Chair: Greg Hawthorne

Chris Barlow, Architect

Elizabeth Sofer, Resident

Paul Davis Jr., Architect

Vacant

Staff: City Manager; ~~Charles Pooler-EMC~~

exp: 01/2023

greg@hawthornegallery.com

exp: 01/2024

appt. 1/21/2020 christopherb@wrdarch.com

exp: 01/2024

paulw@pauldavispartnership.com

exp: 01/2024

West End Oversight Committee

Mayor Mary Ann Carbone

City Manager Vibeke Norgaard

~~Brian Ferrante~~ Police Chief David Honda

Steve Vagnini, West End Coordinator

~~Greg Hawthorne, Arts Committee~~ Libby Sofer

Update: 8/31/2023

**AGENDA ITEM
6D.**

**Approve a Resolution Adopting a List of
Projects for Fiscal Year 2023-24 Funded by
SB 1: The Road Repair and Accountability
Act of 2017**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Leon D. Gomez, P.E., City Engineer
SUBJECT: Approve a resolution adopting a list of projects for Fiscal Year 2023-24 funded by SB 1: the Road Repair and Accountability Act of 2017
DATE: September 5, 2023

BACKGROUND/DISCUSSION:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions to ensure that the residents of a given City or County are aware of the projects proposed for funding in their communities and which projects have been completed each Fiscal Year (FY).

In order to qualify and receive funding under the SB 1 program, the City must adopt by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1. The resolution must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the project's improvements.

The RMRA provides that local streets and roads funding be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components that includes active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project.

The City began receiving monthly apportionments under the SB 1 RMRA program in FY 2017-18. The table below lists all of the apportionments the City has received through August 2023, which total \$39,508.08. The table includes the projected apportionments the City will receive in FY 2023-24.

Table: SB 1 RMRA Funding Apportionments by Fiscal Year

Fiscal Year	Program Year	Apportionments ¹
2017-18	1	\$2,250.06
2018-19	2	\$7,225.25
2019-20	3	\$6,876.00

2020-21	4	\$7,137.34
2021-22	5	\$7,718.22
2022-23	6	\$8,302.11
Total		\$39,508.98
2023-24	7	\$9,014 (projected ²)

1 – Apportionments are distributed monthly beginning in September of the current fiscal year and continue through August of the next year for a total of 12 disbursements. The total apportionments by FY were provided by the California State Controller's Office (SCO).

2 – The amount projected for Fiscal Year 2023-24 is provided by California City Finance, a 3rd party contractor.

Since the yearly apportionments are relatively small when compared to the actual cost of construction, the City has elected to “bank” these funds for several years in order to apply them to an eligible project.

The City Engineer, along with staff, identified the Calabrese Park, Pendergrass Way, and City Hall Improvement Project (Project) as an eligible project. The Project includes park improvements including new play structures, walkways, tables, steps and related features and street improvements including asphalt pavement rehabilitation along Pendergrass Way and at city owned parking lots, new concrete curb, gutter, sidewalk, and ADA ramps, and drainage improvements. The park improvements do not qualify as eligible to receive funding from the SB 1 RMRA program. However, the street improvements do meet the SB 1 RMRA criteria as they include road maintenance and rehabilitation and pedestrian safety improvements.

The Project was originally bid in August 2022 but due to the rising costs of materials, equipment and labor, the bids received exceeded the City's budget. The City then re-packaged the Project into a smaller base bid with bid alternates 1 and 2. The smaller base bid Project only included the park improvements and certain street improvements along a portion of Pendergrass Way. The City re-bid the smaller Project in October 2022 and awarded it to a construction contractor.

The street improvements associated with the smaller, re-bid Project are still eligible for funding under the SB 1 RMRA program. Therefore, staff recommends that the city council adopt this Project for FY 2023-24. The smaller, re-bid Project began construction in June 2023 and is anticipated to be completed in September 2023.

CEQA:

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

FISCAL IMPACT:

As of August 2023, the City has banked \$39,508.98 in SB 1 RMRA funds that may be used towards the eligible project referenced above to offset a portion of the overall cost. The City will continue to receive funding apportionments into FY 2023-24 and beyond that may be applied towards future projects.

When SB 1 RMRA funds are utilized for an eligible project, the City is required to perform periodic, annual reporting. Therefore, it should be anticipated that city staff and/or contract City Engineer time and effort will be required to prepare and submit the required reporting information.

RECOMMENDATION:

It is recommended that the city council approve a resolution adopting a list of projects for Fiscal Year 2023-24 funded by SB 1: the Road Repair and Accountability Act of 2017.

ATTACHMENTS:

1. Resolution

**CITY OF SAND CITY
RESOLUTION SC ____, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY ADOPTING A LIST OF
PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR
AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Sand City (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution, a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the RMRA provides that local streets and roads funding be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components that include active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project; and

WHEREAS, the City will receive an estimated \$9,014 in projected revenues for RMRA funding in Fiscal Year (FY) 2023-24 from SB 1; and

WHEREAS, this is the 7th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the travelling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/project list by conducting public surveys; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets/roads, realize safety improvements, and increase access and mobility for the public throughout the City; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment identified the City's streets and roads in at-risk condition and this revenue will help the City increase the overall quality of our road system and over the next decade will improve the condition of the City's streets and roads; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Sand City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues and previously banked revenues:

Project Title: Calabrese Park, Pendergrass Way, and City Hall Improvement Project

Project Description: the Project includes park improvements including new play structures, walkways, steps, ADA parking and related features, street improvements including asphalt pavement widening and rehabilitation along Pendergrass Way, new concrete curb, gutter, sidewalk, and ADA ramps, asphalt overlay and/or surfacing at parking lots, and drainage improvements.

Note: the park improvements do not qualify as eligible to receive funding from the SB 1 RMRA local roads and streets program. However, the rest of the Project improvements do meet the SB 1 RMRA criteria as they include road maintenance and rehabilitation and pedestrian safety improvements. SB 1 RMRA funds will only be used towards eligible improvements.

Project Location: Calabrese Park, Pendergrass Way and City Hall, Sand City, CA

Estimated Project Schedule: June 2023 (start) to September 2023 (est. completion)

Estimated Project Useful Life: 20 Years

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ____ day of September 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
8A.**

**First Reading of an Ordinance Amending
Municipal Code Section 1.12.010**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kerry Lindstrom, City Clerk
SUBJECT: First Reading of an Ordinance Amending Municipal Code Section 1.12.010
DATE: September 5, 2023

BACKGROUND/DISCUSSION:

Sand City Municipal Code Chapter 1.12, Section 1.12.010 establishes three (3) locations as the official places for the posting of all ordinances, resolutions, notices, and other documents required by law, namely:

- A. City Hall, No. 1 Pendergrass Way, Sand City, California;
- B. Within the public right-of-way at the southwest corner of that property at 600 Ortiz Avenue, Sand City, California;
- C. Along California Avenue, near the northwest corner intersection of California and Tioga Avenues, Sand City, California.

This amendment is to address the demolition of the posting location along California Avenue, near the northwest corner intersection of California and Tioga Avenues during the initial phases of the South of Tioga project.

This amendment will eliminate the posting location along California Avenue, near the northwest corner intersection of California and Tioga Avenues. Leaving the City with two (2) physical posting locations, freely accessible to members of the public (A & B above), and one (1) posting location on the City's internet website, <https://www.sandcity.org>, as required by Government Code §54954.2, as the official places for posting in Sand City.

Chapter 1.12, Section 1.12.010, with deletions signified with ~~strikeouts~~ and additions as *italic highlights* are established as the following official places for posting of all ordinances, resolutions, notices, and other documents required by law to be posted, namely:

- A. City Hall, No. 1 Pendergrass Way, Sand City, California;
- B. Within the public right-of-way at the southwest corner of that property at 600 Ortiz Avenue, Sand City, California;

~~C. Along California Avenue, near the northwest corner intersection of California and Tioga Avenues, Sand City, California.~~

CEQA:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the following motions:

1. Waive reading of the ordinance in full and read by title only;
2. Introduce and hold first reading of an ordinance amending Sand City Municipal Code Section 1.12.010 Posting Places.

ATTACHMENTS:

1. Ordinance

**CITY OF SAND CITY
ORDINANCE NO _____, 2023**

**ORDINANCE OF THE CITY OF SAND CITY AMENDING MUNICIPAL CODE
SECTION 1.12.010 POSTING PLACES**

WHEREAS, the City of Sand City currently has three (3) locations that serve as the official places for the posting of all ordinances, resolutions, notices, and other documents required by law, namely:

- A. City Hall, No. 1 Pendergrass Way, Sand City, California;
- B. Within the public right-of-way at the southwest corner of that property at 600 Ortiz Avenue, Sand City, California; and
- C. Along California Avenue, near the northwest corner intersection of California and Tioga Avenues, Sand City, California, and;

WHEREAS, the posting location along California Avenue, near the northwest corner intersection of California and Tioga Avenues was demolished during the initial phases of the South of Tioga project, and;

WHEREAS, the City finds that the two (2) remaining physical posting locations at City Hall, No. 1 Pendergrass Way, Sand City, California and within the public right-of-way at the southwest corner of that property at 600 Ortiz Avenue, Sand City, California, and one (1) posting location on the City's internet website, <https://www.sandcity.org>, as required by Government Code §54954.2, are sufficient as the official places for posting in Sand City, and;

WHEREAS, the adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) guidelines section 15378.

**THE CITY COUNCIL OF THE CITY OF SAND CITY HEREBY ORDAINS AS
FOLLOWS:**

SECTION 1: Amendment of Municipal Code

Chapter 1.12, Section 1.12.010 Posting Places is hereby amended to Title 1 General Provisions of the Sand City Municipal Code to read in its entirety as follows:

The following are established as the official places for the posting of all ordinances, resolutions, notices, and other documents required by law to be posted, namely:

- A. City Hall, No. 1 Pendergrass Way, Sand City, California;
- B. Within the public right-of-way at the southwest corner of that property at 600 Ortiz Avenue, Sand City, California;

SECTION 2: Effective Date

Within fifteen (15) days after adoption, this ordinance shall be published in full in a newspaper of general circulation printed and published in Monterey County and circulated in Sand City, in accordance with Government Code §36933. This ordinance shall become effective thirty (30) days following its adoption.

PASSED AND ADOTPED, by the City Council of Sand City, this ____ day of September, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Kerry Lindstrom, City Clerk

**AGENDA ITEM
8B.**

**Approving Conditional Use Permit (CUP
23-005) for PJ's Tile Authorizing Office &
Commercial Warehouse Space at 1729-B
Holly Street**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Zane Mortensen, Interim City Planner
SUBJECT: Application for a Conditional Use Permit (CUP23-005) to establish an office and commercial warehouse space at 1729 B Holly Street
DATE: **September 5, 2023**

BACKGROUND/DISCUSSION:

An application was submitted by Peter Standridge (the "Applicant") for a Conditional Use Permit (CUP23-005) to establish an office and commercial warehouse for material and supply storage (the "Applicant's Use") within a 3,000 square-foot portion of the existing commercial building at 1729-B Holly Street, Sand City (APN 011-197-006) (the "Subject Property"). The Subject Property has a non-coastal Planned-Mixed Use (MU-P) zoning designation of Mixed-Use (MU-D). A conditional use permit is required for all new commercial uses within the MUP-zoning district.

Site Description:

The Subject Property is located on the northwestern corner of the existing two story 6,000 square-foot commercial building at 1729 B Holly Street. The total floor area of the Subject Property encompasses 3,000 square-feet of the existing commercial building and is approximately 60-feet wide and 50-feet deep. The property has two separate entrances, including dock doors, fronting Holly Street and Redwood Avenue (Exhibit G).

The previous use within the Subject Property consisted of a woodworking shop. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available to the Subject Property. Road pavement, curbs, driveway apron, and gutter exist along the Subject Property's Holly Street and Redwood Avenue frontages are in fair condition.

Project Description:

The Applicant intends to utilize the Subject Property for office and commercial warehouse for material and supply storage to support the production and sale of goods for Pjs Tile & Stone Fabrication. Intended operations include consultation with existing and prospective clients for the sale of fabricated good. The warehouse space is only intended for the storage of materials and good intended for sale and no fabrication will take place onsite.

Intended hours of operation will be 10:00 a.m. to 4:00 p.m. Monday through Friday. On Average 4-6 deliveries or large shipments to/from the site are anticipated per month to be

unloaded inside of the Subject Property. There will be three (3) employees on-site, as well as two (2) company vehicles and one (1) forklift. During hours of operation the business employees will utilize off-site public parking. Unless in use, all company vehicles and equipment will be parked and/or stored within the Subject Property during and after the intended hours of operation. No employee or company vehicles shall be stored in off-site public parking during non-operational hours. The applicant intends to post business signage on the building's exterior, which is currently under review.

Land Use: The Subject Property has a Zoning Map designation of "Planned Mixed Use" and a General Plan designation of Mixed-Use Development (MU-D). Section 18.13.040(A) of the City's Zoning Ordinance lists 'Professional Offices and Commercial Uses' as an allowable use subject to the issuance of a conditional use permit pending review of potential impacts upon a mixed residential/commercial neighborhood.

Hours of Operation: Intended hours of operation at the Subject Property will be 10:00 a.m. to 4:00 p.m. Monday through Friday, which is consistent with the mixed-use designation. However, for consistency with other use permits for similar operations it is recommended that the permit specify 7:00 a.m. to 6:00 p.m. on weekdays. Any product shipments to/from the site with loading/unloading activities should also only occur within those times. On-site office and janitorial activities beyond permit specified hours of operation are acceptable, provided such activities do not pose a nuisance to surrounding properties.

Parking: There are no parking spaces associated with the Subject Property nor available paved area surrounding the building capable of accommodating the one (1) space for each one thousand (1,000) square feet of gross floor area or one (1) parking space for each two (2) employees outlined in Chapter 18.64 of the City's Zoning Code parking requirements for warehouses. Adequate space has been provided within the warehouse to provide parking for the two (2) company vehicle and forklift. However, this space is not sufficient to accommodate the three (3) remaining parking spaces required for employee vehicles. Municipal Code Chapter 10.12, In-lieu parking, provides an equitable fee system for owners who wish to utilize a property in such a way that they are not able to provide all required off-street as stated in Title 18 of the Sand City Municipal Code. The annual fees determined under Section 10.12.040 shall be paid prior to the time the operator of the subject property obtains a business license for such business. Thereafter, the annual fee referred to in Section 10.12.040 shall be paid at the time said business license is renewed.

Storage: Items stored on-site will primarily be pallets of tile or stone slabs. Equipment on-site will primarily be standard office equipment (computers, desks, etc.). Staff recommends the permit include the standard language that prohibits outside storage of materials, equipment, and items associated with the Applicant's Use. The permit should also prohibit the placement of storage containers, pods, and/or trailers in the parking area and/or driveway.

Loading/Unloading: 4-6 deliveries or large shipments to/from the site are anticipated per month. The Subject Property has capacity for parking inside of the building that can accommodate loading/unloading activities from smaller sized vehicles (i.e. pick-up truck, Box truck, etc.). Redwood Avenue is a secondary collector street through the West End District, and should remain open for 2-way vehicular traffic. Loading/unloading activities are prohibited unless utilizing the abutting curbside parking within the Redwood Avenue right-of-way that does not interfere or impede 2-way traffic flow on Redwood Avenue. The property owner should also be held responsible for managing/addressing conflicts between tenants' use of the paved area for parking and loading/unloading activities, provided minimum City zoning and permit requirements are satisfied.

Trash: The Subject Property does not provide an enclosure for trash bins or dumpsters. The Applicant must maintain refuse and trash receptacles for their operation within their unit of the building unless a City approved enclosure is provided on the Subject Property. This would also prohibit the storage of refuse bins/dumpsters on the street by the Applicant's Use except curbside on scheduled trash collection days.

Hazardous Materials: According to the Monterey County Hazardous Material Questionnaire completed and submitted by the Applicant (see Exhibit H), no hazardous materials or products will be stored or used on-site. This Questionnaire form was provided to the Monterey County Health Department by City staff in the processing of this application.

Signs: The Applicant intends to establish a business sign on the Subject Property. Commercial signs are subject to City Design Review Committee (DRC) review and approval in the issuance of a sign permit prior to installation. The Applicant has submitted a Sign Permit Application Form with the City, which is currently under review and is subject to DRC approval prior to installation.

Water: The Subject Property has water credit for Group I occupancy in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations. The Applicant's office and storage are also a Group I use. Therefore, existing on-site water credit of the commercial building is adequate to facilitate the Applicant's Use, and no additional water allocation from the City is necessary to facilitate operations.

CEQA:

The intended use of the subject property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) guidelines section 15301, Existing Facilities, consisting of the operation of existing public or private structures, facilities, or mechanical equipment, involving negligible or no expansion of existing or former use.

FISCAL IMPACT:

There is no fiscal impact to the City associated with this action.

RECOMMENDATION:

Staff recommends **APPROVAL** of the Conditional Use Permit CUP23-005 for the Applicant.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Conditions of Approval
3. Exhibit B: Findings of Approval
4. Exhibit C: Location Map
5. Exhibit D: Aerial Map
6. Exhibit E: Floor Plan
7. Exhibit F: Site Plan
8. Exhibit G: Site Photos
9. Exhibit H: Hazardous Material Questionnaire
10. Exhibit I: Letter of Intent

CITY OF SAND CITY

RESOLUTION SC _____, 2023

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
CONDITIONAL USE PERMIT (CUP23-005) FOR PJS TILE
AUTHORIZING OFFICE & COMMERCIAL WAREHOUSE SPACE
AT 1729-B HOLLY STREET**

WHEREAS, an application was submitted by Peter Standridge (the “Applicant”) for a Conditional Use Permit to establish office and storage space (the “Applicant’s Use”) within a 3,000 square-foot portion of the existing commercial building at 1729B Holly Street; and

WHEREAS, the Applicant’s Use is considered consistent with the non-coastal Planned Mixed-Use (MU-P) zoning designation and a General Plan land use designation of Mixed-Use Development, as defined by the City’s General Plan and Zoning Ordinance; and

WHEREAS, the Applicant’s Use is not anticipated to generate excessive noise, vibration, odors, and/or pose a general nuisance to neighboring properties or the tenants therein; and

WHEREAS, water necessary to accommodate the proposed commercial use types is available through the existing on-site water credit and no further water allocation is required; and

WHEREAS, all company vehicles and equipment will be parked and/or stored within the Subject Property during and after the intended hours of operation and no employee or company vehicles shall be stored in off-site public parking during non-operational hours.

WHEREAS, off-street parking requirements to accommodate the three (3) employee vehicles will be addressed through in-lieu parking fees in accordance with Municipal Code Chapter 10.12; and

WHEREAS, the Applicant’s Use, within an existing commercial building, qualifies for a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit CUP23-005 as outlined in the City staff report, dated Aug 15th, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby grant and issue the Conditional Use Permit CUP23-005 with the following terms and conditions listed in Exhibit A – Conditions of Approval.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

This is to certify that the Conditional Use Permit (CUP23-005) contains the conditions specified by the City Council in approving said Permit.

Zane Mortensen, City Planner

APPLICANT ACCEPTANCE (CUP23-005)

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

DATED: _____ BY: _____
Applicant

CONSENT OF OWNER (CUP No. XXX)

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

DATED: _____ BY: _____

Property Owner

EXHIBIT A

CITY OF SAND CITY CONDITIONAL USE PERMIT CUP 23-005 CONDITIONS OF APPROVAL

Project Name: Conditional Use Permit (CUP23-005) for PJs Tile
Authorizing Office & Commercial Warehouse Space at 1729-B
Holly Street
Address: 1729-B Holly Street, Sand City, CA
Hearing Date: September 5, 2023

Conditions of Approval:

A. Permit Effectiveness/Time Limits:

1. Conditional Use Permit CUP 23-005, is not valid, and project use(s) shall not commence, until two (2) copies of this Resolution/Permit, signed by the permittee and land owner, acknowledging receipt of the Resolution/Permit and acceptance of the terms and conditions, are returned to the City's Planning Department. Failure of the applicant to return the 2 copies of the signed Resolution/Permit within thirty (30) days from the date of City Council approval shall cause said Master Conditional Use Permit to become null and void unless good cause to grant an extension is found acceptable by the Community Development Director.

B. Signs:

Commercial signs on the exterior of the building or anywhere on the Subject Property, identifying the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (the "DRC") in the issuance of a sign permit prior to the establishment of any sign such at the Subject Property. Signs attached to the building shall also obtain a City building permit prior to installation of said sign. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.

C. Land Use Terms and Conditions:

1. Hours of Operation: Hours of operation for the Applicant's Use at the Subject Property shall only occur between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on

Saturdays. All activities associated with the Applicant's Use at the Subject Property, including loading/unloading, shall only occur within these aforementioned permitted hours of operation, and such activities are prohibited on Sundays. Office and/or janitorial activities on-site by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public and such activities do not pose a public disturbance/nuisance.

2. Parking: All company vehicles and equipment shall be parked and/or stored within the Subject Property during and after the intended hours of operation. No employee or company vehicles shall be stored in off-site public parking during non-operational hours. Off-street parking requirements to accommodate the three (3) employee vehicles will be addressed through in-lieu parking fees in accordance with Municipal Code Chapter 10.12. The annual fees determined under Section 10.12.040 hereof shall be paid initially, prior to the time the operator of the subject property obtains a business license for such business. Thereafter, the annual fee referred to in Section 10.12.040 hereof shall be paid in advance at the time said business license is renewed.
3. Truck & Trailer Parking: In accordance with City Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other large vehicles, as listed in said Chapter 10.08, within any City Street at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit.
4. Loading/Unloading: All deliveries/shipments and/or loading/unloading of any item associated with the Applicant's Use at the Subject Property shall only occur during Permit authorized hours of operation. At no time shall loading/unloading activities associated with the Applicant's Use impede 2-way traffic circulation on any public right-of-way within Sand City. Short term (approximately 5-minute) loading/unloading via private shipment companies (i.e. Federal Express, UPS, etc.) is exempt and allowed, provided such action does not impede traffic circulation of public streets.
5. Storage: All materials, parts, tools, equipment, packaging, pallets, and/or any other item associated with the Applicant's Use on the Subject Property, shall be stored only within the Applicant's unit and are prohibited from being stored on the Subject Property beyond the confines of the Applicant's unit and building. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department, the City's Fire Department, and/or the City's code enforcement officer. The placement of a self-contained portable storage unit on-site or within

any City public right-of-way, beyond the confines of the building for the Applicant's Use, is hereby prohibited.

6. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CUP 23-005. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area of the Subject Property for the duration of the Applicant's Use at the Subject Property as authorized by CUP 23-005.
7. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building or within a City approved enclosure on the Subject Property. An enclosure may be established on the Subject Property only after approval by the City's Planning Department. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine when feasible.
8. Hazardous Waste: Any and all hazardous materials and/or waste used/generated by the Applicant's Use shall be legally stored and disposed of in accordance with the regulations of the City, the County of Monterey, and the State of California. The Applicant shall concede to any direction of the City's Fire Department, City Code Enforcement Officer, and/or the Monterey County Health Department regarding the storage and/or handling of hazardous materials on the Subject Property. Any illegal material storage, dumping, and/or disposal shall be sufficient grounds for City termination of CUP 23-005.
9. Water Runoff: The Applicant's Use shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the Subject Property. Any detailing of vehicles must be 100% waterless.
10. Water: Issuance of CUP 23-005 does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use shall be limited to that water credit available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).

11. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, City Building Official, the City Police Department, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, Monterey One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, that are applicable to the Applicant's Use, shall be implemented to the satisfaction of each department and inspector thereof.
12. Fire Department: The Applicant's Use of the Subject Property, as authorized by CUP 23-005, must conform to storage and operational requirements specified in the California Fire Code to the satisfaction of the City's Fire Department inspector. The Subject Property shall be available and open for Fire Department, City Building Official, and/or City code enforcement safety inspections.
13. Nuisance: The Applicant's Use of the Subject Property shall be conducted as to not constitute a nuisance to surrounding units and/or properties or the occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's Use and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, particulate, odors, overflow parking, and/or other negative impact(s) that this operation may or will generate. Any mitigation to abate negative impacts of the Applicant's Use, as directed by the City, shall be implemented by the Applicant to the City's satisfaction as to effectively mitigate such negative impacts. If the City Council finds at any time that any use of the Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City.

D. General Requirements:

1. All commercial use type will remain consistent with the permitted uses as described in the Conditional Use Permit, which includes the following:
 - Commercial Warehouse;
 - Office;
2. Violation: If the City determines any term or condition of Conditional Use Permit CUP 23-005 has been violated, written notice shall be issued to the property owner, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking Conditional Use Permit CUP 23-005 and may then order said Permits amended or revoked.

3. Interpretation: Any questions of intent or interpretation regarding any condition of Conditional Use Permit CUP 23-005 shall be resolved by the Community Development Director.
4. The issuance of Conditional Use Permit CUP 23-005 shall not supersede or override any applicable requirements of any other City, County, State, or Federal agency.
5. Business License: The occupant shall obtain, maintain, and annually renew a Sand City business license for the duration of occupancy and office activity within that unit of the subject property.

EXHIBIT B

CITY OF SAND CITY CONDITIONAL USE PERMIT CUP23-005 FINDINGS OF APPROVAL

Project Name: Conditional Use Permit (CUP23-005) t for PJs Tile
Authorizing Office & Commercial Warehouse Space at 1729-B
Holly Street
Address: 1729-B Holly Street, Sand City, CA
Hearing Date: September 5, 2023

Findings of Approval:

1. The intended use type for the existing commercial building is consistent with the Planned Mixed-Use (MU-P) zoning of the surrounding properties as indicated on the City of Sand City Zoning Map.
2. The establishment of commercial space with the intended use types as described in CUP23-005 is allowed under the MU-P zoning regulations with an approved Conditional Use Permit.
3. Adequate parking has not been provided on the property. However, all company vehicles and equipment will be parked and/or stored within the Subject Property during and after the intended hours of operation. Off-street parking requirements to accommodate the three (3) employee vehicles will be addressed through in-lieu parking fees in accordance with Municipal Code Chapter 10.12.
4. Water necessary to accommodate the proposed commercial use types is available through the existing on-site water credit.
5. Utilities (electricity, gas, water, sewer, etc.) are sufficiently available to facilitate the Applicant's Use at the Subject Property.
6. The Applicant's Use is not anticipated to pose an impediment of traffic flow
7. The intended use on this property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) guidelines section 15301.

EXHIBIT C
LOCATION MAP

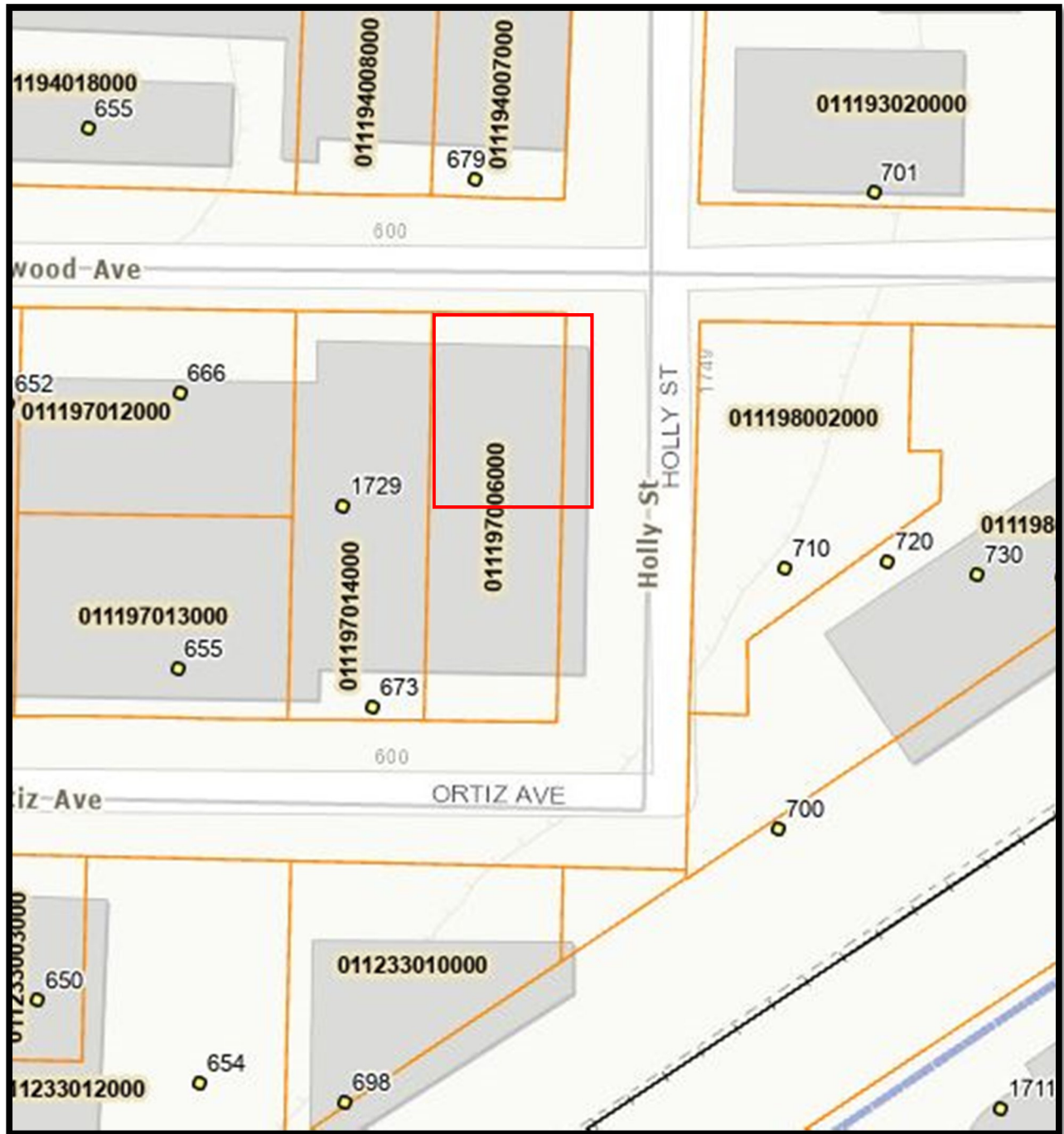


EXHIBIT D
AERIAL MAP

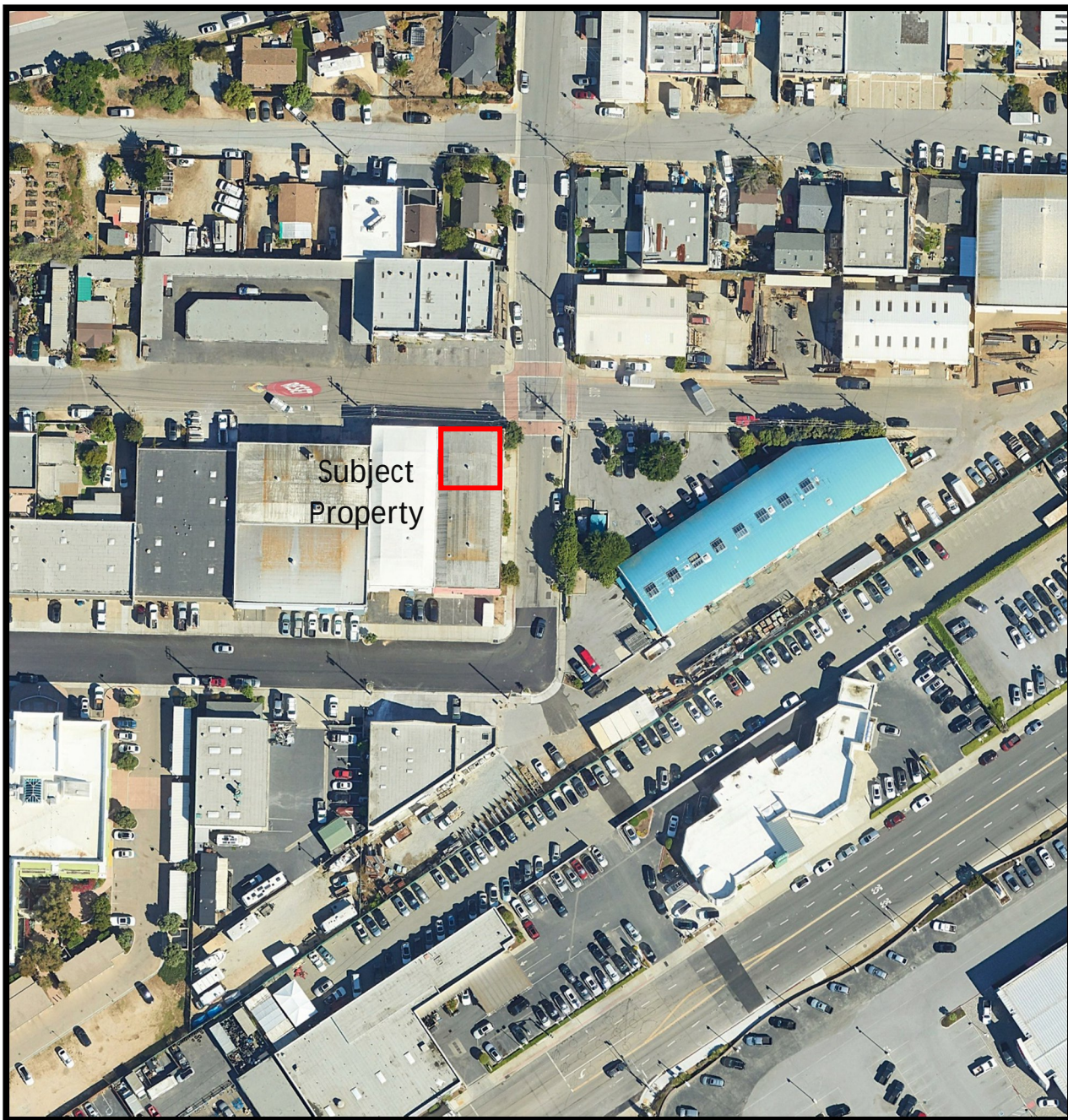


EXHIBIT E
FLOOR PLAN

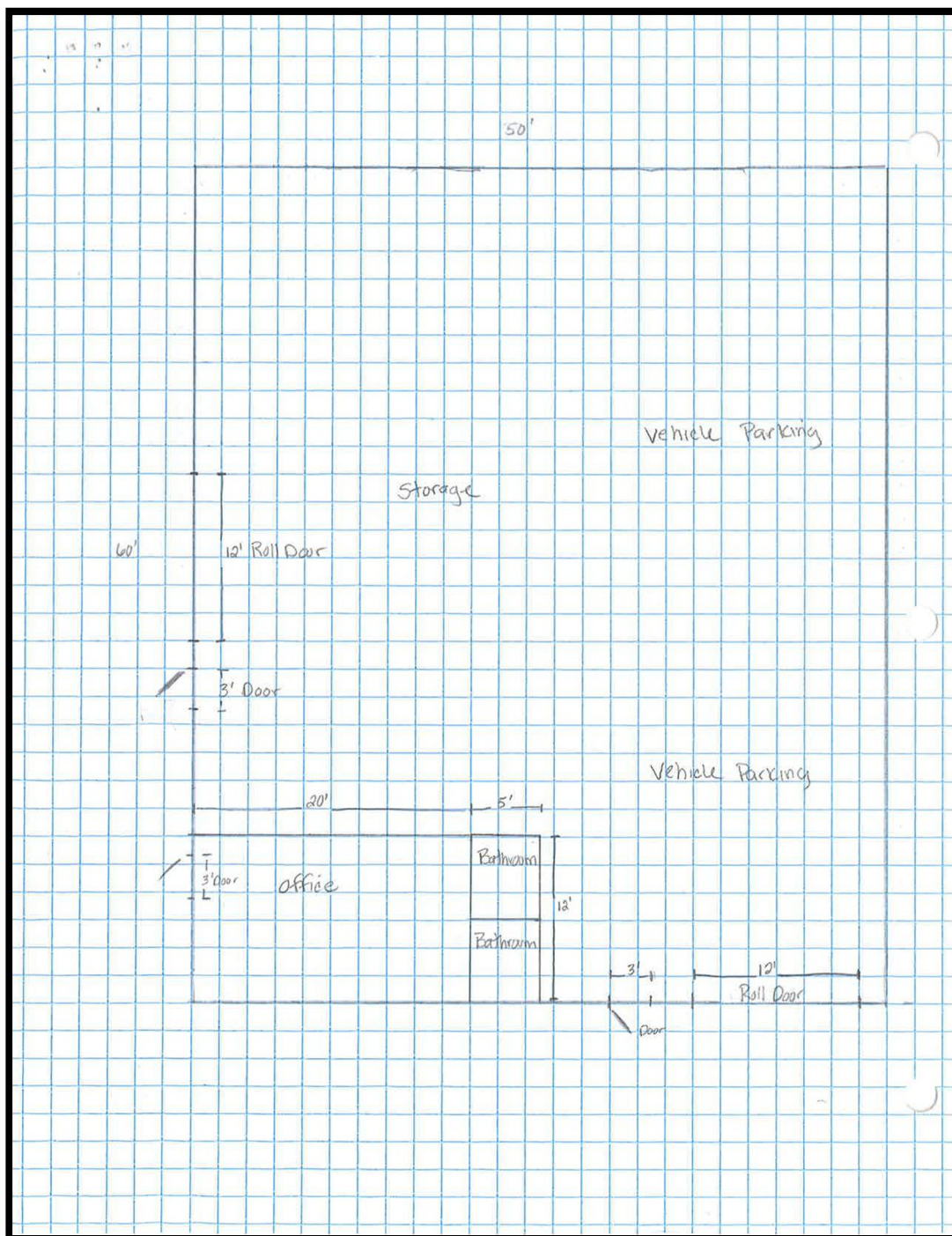


EXHIBIT F
SITE PLAN

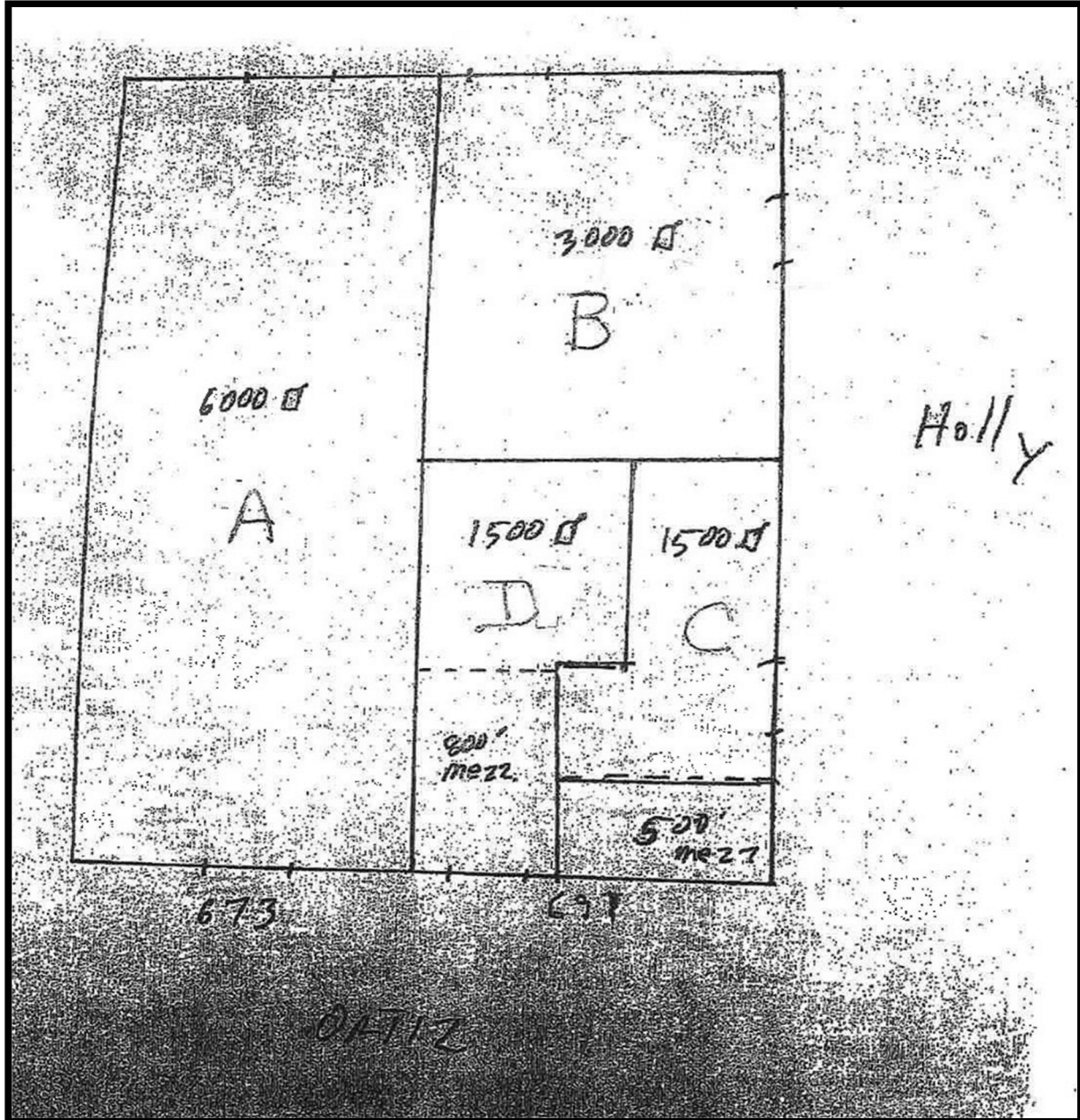


EXHIBIT G
SITE PHOTOS

Holly Street



Redwood Avenue



Monterey County Health Department
1270 Natividad Road, Room B301
Salinas, CA 93906
(831) 755-4511
Fax (831) 755-8954

Jurisdiction Name _____
Use Permit # _____
Or _____
Building Permit # _____
Contact Name _____
Phone # _____

HAZARDOUS MATERIAL QUESTIONNAIRE

Business Name PJS Tile & Stone Fabrication Type of Business office and storage
Site Location 1729 B Holly St City Sand City APN: 011-197-006-000
Mailing Address 1729 B Holly St Sand city CA 93955
Business Contact Peter Standridge 831-998-0210
Name Phone Number
Property Owner Alan G. Daoud 831-809-8700
Name Phone Number

1. Will your business/proposed project be using any hazardous materials such as oil, fuels, solvents, compressed gases, acids, corrosives, pesticides, fertilizers, paints or other chemicals?
☐ Yes ☒ No
2. Will your business/proposed project be using hazardous materials in quantities of 55 gallons and above for liquids, 500 lbs. and above for solids and/or 200 cubic feet and above for compressed gases?
☐ Yes ☒ No
3. Will your business/proposed project be using any quantities of acutely hazardous materials such as ammonia, chlorine, sulfuric acid, formaldehyde, hydrogen peroxide, methyl bromide or other restricted pesticides?
☐ Yes ☒ No
4. Will your business/proposed project be using underground storage tanks to store hazardous materials?
☐ Yes ☒ No
5. Will your business/proposed project be generating any quantities of hazardous waste such as waste oil, waste solvents, etc?
☐ Yes ☒ No
6. Will your business/proposed project be emitting any hazardous air emissions?
☐ Yes ☒ No

CERTIFICATION:

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge and belief.

Executed AT:

ANY QUESTIONS REGARDING THIS FORM CAN BE DIRECTED TO:

Monterey County Health Department
Division of Environmental Health
1270 Natividad Road, Room B301
Salinas, CA 93906
(831) 755-4511

City, State

Print Name of Owner/Operator: Peter Standridge

Signature of Owner/Operator: PS

For Local Jurisdiction Use Only:

1. Is there a known or proposed school, hospital, day care, or long term care facility within 1,000 feet of this site location?
☐ Yes ☐ No
2. Is there a known or proposed school, hospital, day care, or long term care facility ¼ mile of this site location?
☐ Yes ☐ No

Health Department Clearance

Air Pollution District Clearance

Signature: _____ Date: _____

Print Name and Title: _____

Signature: _____ Date: _____

Print Name and Title: _____

Letter of Intent

PJS Tile & Stone Fabrication, Inc.
1729B Holly Street
Sand City, CA 93955

May 23, 2023

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054

To Whom It May Concern:

PJS Tile & Stone Fabrication, Inc. located at 1729B Holly Street Sand City, CA is a business office and supply storage for our fabrication shop, also located in Sand City. This second office location is open Monday-Friday from 10am-4pm. We currently have 3 employees that work in this office. We have 2 company vehicles along with a forklift that are parked inside this location as there are no designated parking spots for this building. On average, we receive 4-6 deliveries per month. These deliveries can contain pallets of tile and/or individual stone slabs. These deliveries are unloaded inside our building.

Thank you,



Peter Standridge
President
PJS Tile & Stone Fabrication, Inc.
1729B Holly Street
Sand City, CA 93955
831-998-0210

**AGENDA ITEM
9A.**

**Approve Entering Into Agreements for the
Regional Early Action Planning (REAP)
Grant 2.0 Program**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: REAP GRANT
DATE: September 5, 2023

DISCUSSION:

On behalf of the City, EMC Planning applied for the Regional Early Action Planning 2.0 (REAP 2.0) Local Suballocation Grant Program (LSGP) through AMBAG. (Application attached). The application was successful and the City has been awarded a grant of \$85,000. The award is contingent upon execution of an MOU with AMBAG and a resolution from the City Council authorizing its acceptance of the grant. (A Template of the MOU is attached.)

The REAP 2.0 program was established through AB 140 (July 2021) for transformative and innovative projects that implement a region's Sustainable Communities Strategy and help achieve the objectives of more housing and transportation options that reduce reliance on cars. Sand City's application was to propose a re-design of the City's website to include a new Economic Development webpage and to produce a more user-friendly experience for City staff, residents, and local developers. For instance, the Economic Development webpage will use parcel-level GIS to highlight opportunities for infill development throughout the City that will facilitate housing supply, choice, and affordability, including conceptual designs of possible residential development on a few selected vacant or underutilized sites. This tool will help developers understand how sites within the City can be expanded or rehabilitated to include residential development.

The website redesign will primarily focus on improving access to important resources, such as zoning maps, required permits, applicable fees, building restrictions, and available incentives aimed at supporting higher density residential development. Additionally, the new website will showcase ongoing projects and programs aimed at providing the City's residents alternative options for transportation. This includes bus/taxi voucher, ride share programs, and multi-use trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction.

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

FISCAL IMPACT: The award would be for \$85,000.

RECOMMENDATION: Approve the attached resolution.

ATTACHMENTS:

1. Resolution
2. MOU
3. Application

**A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF SAND CITY
TO APPROVE ENTERING INTO AGREEMENTS
FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0 PROGRAM**

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning Grants Program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10.

WHEREAS, the State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government;

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) requested funds from HCD pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1).

WHEREAS, HCD approved AMBAG's Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between HCD and AMBAG;

WHEREAS, AMBAG is authorized to suballocate REAP 2.0 funds to eligible applicants in the AMBAG region and will administer the REAP 2.0 grant program and provide oversight of the grant program in the AMBAG region;

WHEREAS, AMBAG developed a suballocation program in cooperation with HCD and eligible applicants in the AMBAG region,

WHEREAS, the AMBAG issued a Notice of Funding Availability for a REAP 2.0 suballocation program for eligible applicants in the AMBAG region on June 15, 2023;

WHEREAS, the City of Sand City is eligible to submit a request for allocation for a portion of REAP 2.0 funds from AMBAG; and

WHEREAS, the amounts allocated to the City of Sand City will be based on the allocation method approved by HCD and AMBAG; and

WHEREAS, AMBAG shall approve allocation requests subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE, BE IT RESOLVED:

1. The City of Sand City is hereby authorized to accept an allocation not to exceed \$85,000 from the Association of Monterey Bay Area Governments for REAP 2.0 grant funding, and
2. The City Manager of Sand City is hereby authorized to enter into agreements and take further actions as may be necessary to give effect to this resolution, such as executing amendments, memorandums of understanding, and approving funding applications with the Association of Monterey Bay Area Governments for REAP 2.0 grant funding.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk



Regional Early Action Planning Grants of 2021 (REAP 2.0) LOCAL SUBALLOCATION GRANT PROGRAM (LSGP) APPLICATION

Application for Jurisdictions

Deadline: August 15, 2023

This application to the Association of Monterey Bay Area Governments (AMBAG) is for **the Local Suballocation Grant Program**, a grant authorized under the Regional Early Action Planning Grants (REAP 2.0) provisions. The REAP 2.0 program was established through AB 140 (July 2021) for transformative and innovative projects that implement a region's Sustainable Communities Strategy (SCS) and help achieve the objectives of more housing and transportation options that reduce reliance on cars. REAP 2.0 builds on actions completed through the REAP 1 grant program but expands the focus by integrating housing and vehicle miles travelled (VMT) reduction, and by allowing for broader planning and implementation investments, including infrastructure investments supporting housing development. This includes accelerating housing production and facilitating compliance with the 6th Cycle of the housing element.

REAP 2.0 is specifically designed to provide Eligible Entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes.

The REAP 2.0 Program Framework includes three core components:

1. Regional Competitive Grant Program
2. Local Suballocation Grant Program
3. AMBAG SCS Implementation, Technical Assistance, REAP 2.0 Program Development and Administration

This is the application for the REAP 2.0 Local Suballocation Grant Program. The Local Suballocation Grant Program sets aside \$2,625,000 for jurisdictions throughout the region for eligible projects which meet all REAP 2.0 goals and objectives. The goal of this suballocation program is to provide all cities and counties with an opportunity to propose REAP 2.0 eligible projects while allowing for both implementation and planning uses. All projects or programs must achieve all REAP 2.0 goals, objectives, and pass thresholding criteria. Full guidance and requirements for this grant program can be found in the [AMBAG REAP 2.0: Local Suballocation Grant Program Final Guidelines](#).

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

REAP 2.0 Program Goals:

Invest in housing, planning, and Infill Housing-supportive infrastructure across the entire state in a manner that reduces VMT, increases Housing affordability, and advances equity, consistent with all of the following:

- Advances the State Planning Priorities, as described in Section 65041.1 of the Government Code;
- Affirmatively Furthering Fair Housing;
- Facilitating Housing Element compliance and progress for the sixth cycle RHNA;
- Advancing and implementing the region's SCS.

REAP 2.0 Program Objectives:

- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
- Affirmatively Furthering Fair Housing (AFFH)
- Reducing Vehicle Miles Traveled (VMT)

To apply for project funding, eligible applicants must submit a REAP 2.0 LSGP Application. All sections of this application, including Attachment 1, must be complete and accurate. A jurisdiction may submit multiple applications through the final due date for eligible projects and activities until it has reached its funding maximum.

Timeline:

Below is a tentative schedule and is subject to change in the final guidelines.

- April 2023: Released draft LSGP Guidelines for public review
- June 2023: AMBAG adopts final LSGP Program guidelines.
- August 15, 2023: Final application from eligible applicants due to AMBAG.
- September 2023: Grant applications are reviewed and evaluated
- October/November: AMBAG approves applications and awards REAP 2.0
- December 2023 – February 2024: Execute grant agreements with REAP 2.0 awardees
- June 30, 2024: Deadline to encumber REAP 2.0 funds
- March 31, 2026: All REAP projects and activities must be completed; final activity reports due to AMBAG; final project invoices due to AMBAG

All applicants must submit the following to AMBAG by August 15, 2023 to be considered for the award:

1. A completed REAP 2.0 LSGP application along with all required supporting documents within the application period.
2. A fully executed Government Agency Taxpayer ID Form (see Attachment 1).

All applications must be submitted electronically to AMBAG by email to phierling@ambag.org. No hard copies will be accepted.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Contact:

If you have questions regarding this application or the REAP 2.0 program, contact Paul Hierling at phierling@ambag.org or 831-264-5092.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

A. Applicant Information

Complete the following Applicant information			
Agency Name		City of Sand City	
Agency Type		City	
Applicant's Mailing Address*		1 Pendergrass Way	
City		Sand City	
State	California	Zip Code	93955
County		Monterey County	
Website		https://www.sandcity.org/	
Authorized Representative Name		Vibeke Norgaard	
Authorized Representative Title		City Manager, City of Sand City	
Phone	(831) 394-3054	Fax	
Email	vibeke@sandcityca.org		
Contact Person Name		Michael Groves	
Contact Person Title		President, EMC Planning Group	
Phone	(831) 649-1799 ext.201	Fax	
Email	groves@emcplanning.com		
Grant Amount (See program guidelines, Section 2a for amount which your jurisdiction is eligible to apply)	\$	85,000	

*Ensure the Government Agency Taxpayer ID Form matches the Applicants Mailing Address listed above exactly. (See Attachment 1, "Government Agency Taxpayer ID Form")

B. Threshold Requirements

Project elements will be rated on a pass or fail basis. Any project that fails one or more of the REAP 2.0 objectives or primary factors will be rejected. Projects that meet all REAP 2.0 objectives and goals will be considered for approval as eligible projects. In the box below, indicate whether your project meets each thresholding criteria.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Thresholding Criteria		
REAP 2.0 Objectives – Does the project:	Yes	No
1. Accelerate Infill Development? (see Section D [1] for more detail)	X	
2. Affirmatively Further Fair Housing? (see Section D [2] for more detail)	X	
3. Reduce VMT?	X	
Primary Factors – Does the project:		
1. Advance Housing Element Compliance?	X	
2. Result in Transformative Planning and Implementation Activities? (see Section D [5] for more detail)	X	
3. Benefit to Disadvantaged and Historically Underserved Populations? (See section D [6] for more detail)	X	
4. Have Significant Beneficial Impacts? (See section D [7] for more detail)	X	
5. Advance California Planning Priorities per Government Code 65041.1 ?	X	

As the official designated by the governing body, I hereby certify that the proposed project is consistent with the [AMBAG REAP 2.0 Local Suballocation Final Program Guidelines](#) and meets all program requirements.

I further certify that, if approved by AMBAG for a suballocation of funding through the REAP 2.0 program, the **City of Sand City** assumes the responsibilities specified in this application and certifies that the information statements and other content contained in this application are true and correct.

Signature: *Vibeke Norgaard* Name: Vibeke Norgaard

Date: 8/21/23 Title: City Manager

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

C. Eligible Activities Categories Checklist

REAP 2.0 funds are focused on implementation of policies, programs, and projects, rather than only the planning processes that were the focus of REAP 1.0. Eligible LSGP projects must accelerate infill development, affirmatively further fair housing, reduce vehicles miles traveled, support housing element implementation and creates expanded opportunities for local efforts to align with AMBAG's regional plans, implement the infill and VMT reduction goals of the [AMBAG 2045 MTP/SCS](#), and support state planning goals.

Check one or more eligible activity category that will be implemented by the project. Proposed projects falling under these general project categories below must be shown to meet all criteria in Section B through the project narrative section of this application to be approved for funding. If project doesn't fall into these main categories, check the "other" option at the end of this list:

X	Projects or programs leading to or supporting affordable housing development programs or unit production or preservation;
X	Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill (see Section D [1] for infill definition), or land use planning, related studies and/or programs that result in implementable/adoptable programs and policies (meaning subject to adoption or approval of the legislative body) required to meet the programs, projects, and commitments in draft, adopted and/or compliant 6 th Cycle Housing Elements;
	Program-level environmental clearance for infill projects (see Section D [1] for infill definition) with AFFH component (See Section D [2] for more detail on AFFH) s;
	Upgrading infrastructure for sewer, water, and dry utility systems that may serve affordable infill housing;
	Housing mobility strategies that serve affordable housing;
	Housing mobility strategies that serve affordable housing;
X	Reductions to barriers to higher density Housing, buildings with four or more units, and accessibility;
	Outreach strategies to address local opposition to Proposed Use;
	Anti-displacement protections;
X	Expanded Housing options;
	Housing-supportive infrastructure;
	Activities that develop, support, or implement land use planning, policies, or investment strategies that result in substantial changes to travel behavior from increasing population and employment densities, land use mix, street network connectivity, linkages and pathways with active transportation infrastructure, accessibility between destinations, and/or contiguousness of land uses and transportation networks; Activities, subject to applicable program funding requirements, that would develop, support, or implement transportation planning, policies, and investment strategies that support Infill development that facilitates housing supply, choice, and affordability such as n. Increasing transit services and access;

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

	Building at walkable community scales;
	Enhancing pedestrian and bicycling safety measures;
	Protecting pedestrian and bicycling amenities;
	Multimodal infrastructure connections with multimodal-mobility transportation systems.
	Other Eligible Activity consistent the program guidelines.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

D. Project Description and Narrative

Provide a description of the project including a description of the project's impact on accelerating housing production, affirmatively furthering fair housing, and reducing vehicle miles traveled. Describe how your project implements the eligible activities indicated in section C. Eligible Activities Checklist. Indicate how your project addresses regional housing issues that affect the Central Coast. Include whether plans will be adopted. If consultants are used, identify what tasks they will be responsible for. This box will overflow to add additional pages if additional space is needed.

Sand City is a majority low-income community which has historically served as the retail and industrial hub of the southern Monterey Bay. Sand City contains many underutilized properties and properties in need of rehabilitation that are presently served by transit, streets, water, and other essential services. Sand City is proposing a re-design of the City's website to include a new Economic Development webpage and to produce a more user-friendly experience for City staff, residents, and local developers. The Economic Development webpage will use parcel-level GIS to highlight opportunities for infill development throughout the City that will facilitate housing supply, choice, and affordability, including conceptual designs of possible residential development on a few selected vacant or underutilized sites. This tool will help developers understand how sites within the City can be expanded or rehabilitated to include residential development. The website redesign will primarily focus on improving access to important resources, such as zoning maps, required permits, applicable fees, building restrictions, and available incentives aimed at supporting higher density residential development. Additionally, the new website will showcase ongoing projects and programs aimed at providing the City's residents alternative options for transportation. This includes bus/taxi voucher, ride share programs, and multi-use trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction. For a more detailed project description and scope of work see [Attachment A, Website redevelopment and Economic Development Webpage Proposal](#).

The proposed website update and Economic Development webpage will accelerate housing production within Sand City by creating an easy-to-use resource which will connect interested developers with residential development opportunities throughout the City. Specifically, the Economic Development webpage will use parcel-level GIS to provide information on what density and type of residential housing is available on each parcel within the City. For example, a user would click on a parcel they are interested in developing or remodeling and would receive information on the allowed density, density bonus opportunity for affordable housing projects, allowed uses (multi-family, single-family, mixed use, live/work units, etc.), parking requirements, permitting requirements, and information on whether the parcel is listed on the Housing Element 6th Cycle Sites Inventory List (and whether By Right approval is available). The Economic Development webpage will choose a few select sites within the City to showcase a rendering example and financial feasibility analysis of potential multi-family residential or mixed-use residential with development opportunities available to the site.

The project will contribute to affirmatively furthering fair housing by promoting diverse housing production within the City. Historically, Sand City has served the Monterey Peninsula as the industrial hub.

Regional Early Action Planning Grants 2021 (REAP 2.0)
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In the last few decades, Sand City has been transitioning from heavy commercial and industrial manufacturing to a city characterized by an integrated mix and variety of land uses including retail, artists, and housing. As a result of Sand City's industrial history, the jobs to housing imbalance in Sand City is not unusual, but will require intentional development of housing at all income levels to effect balance. The household income characteristics in Sand City reveal a demand for the development of more affordable housing options that appeal to lower-income households. Sand City is comprised of primarily lower-income households (48 percent), most of which identify as single-person households (48 percent). By highlighting the residential development opportunities available in Sand City, the proposed project will help create more housing, will highlight affordable housing opportunities and incentives, and will work hand-in-hand with the 6th Cycle Housing Element by showcasing sites within the City that are identified on the 6th Cycle Housing Element Sites Inventory List and are entitled to streamlined permitting. Additionally, the project will help to achieve multiple programs within the 6th Cycle Housing Element which have been identified as furthering AFFH.

The project will reduce VMT by encouraging higher density housing production in a City that has an excess of jobs compared to housing. This will reduce vehicle miles travelled from people commuting into Sand City for work. Sand City is also located within a half mile of a major transit stop and a bike trail which connect Sand City residents to top job centers in the region, such as the City of Monterey. Specifically, Sand City is located within a ½ mile from the Monterey Bay Coastal Recreation Trail, which is a multi-use bike trail connecting Sand City to nearby Pacific Grove, Monterey, and Marina. Sand City's major transit stop is located on Playa Avenue. Sand City station serves six bus routes – lines 17, 18, 20, 94, Jazz A and Jazz B. Jazz A and Jazz B have a combined frequency of 15-minute service from 7:26 a.m. to 6:48 p.m. at Sand City Station. This meets the definition for a “major transit stop” under AB 2097 criterion (c):

The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

Once the proposed SURF! Busway and Bus Rapid Transit is completed, there will also be public transit service along Del Monte Boulevard every 15 minutes throughout the day. Additionally, the new website will showcase ongoing projects and programs aimed at providing the City's residents alternative options for transportation. This includes bus/taxi voucher, ride share programs, and multiuse trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction.

The project implements the following eligible activities indicated in Section C above:

1. Projects or programs leading to or supporting affordable housing development programs or unit production or preservation;

The intent of the Economic Development webpage is to produce more housing in Sand City. Unlike many communities in the area, Sand City has available water to serve housing production. However, the

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

development of housing in Sand City has been very slow and the City believes that re-developing the website to update the Planning and Building page with housing resources information and a universal application for development will help to stimulate housing production within the City. Additionally, the Economic Development webpage will specifically support affordable housing production by encouraging diverse housing types, including by highlighting density bonus, waivers, and concessions related to affordable housing projects, and providing renderings of potential higher-density housing developments that could be accommodated on select sites.

2. Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill (see Section D [1] for infill definition), or land use planning, related studies and/or programs that result in implementable/adoptable programs and policies (meaning subject to adoption or approval of the legislative body) required to meet the programs, projects, and commitments in draft, adopted and/or compliant 6th Cycle Housing Elements;

The new website platform Economic Development webpage will lead to increased residential and mixed-use development in areas identified as infill. Most of Sand City is zoned MU-P (planned mixed use) and currently is mostly developed with single-story warehouses, single-family dwellings, and some multi-family units. The project will encourage mixed-use residential development within this mixed-use area and implements Program 5.C “State and Federal Housing Programs and Funding” of the 6th Cycle Housing Element.

3. Reductions to barriers to higher density Housing, buildings with four or more units, and accessibility;

The Economic Development webpage will reduce barriers to higher density housing by providing interested developers with information about the maximum density allowed on each parcel (with and without density bonuses) as well as providing renderings and a funding feasibility analysis for potential high-density housing opportunities available on select sites, similar to the SCS Infill Housing Toolkit. For example, you would click on the parcel, and similar to the SCS Toolkit, examples of infill housing types (live/work, attached side court, vertical mixed use, affordable housing) with photo examples from areas in the region would be shown. This would help developers understand what types of multi-family housing could be approved in different locations within Sand City.

4. Expanded Housing options;

The goal of this website is to expand housing in Sand City, which has historically been an industrial center, but has water and space for housing. Additionally, the mixed-use nature of Sand City lends itself perfectly to diverse housing types (single-family, multi-family, live/work, affordable).

Indicate how your project addresses regional housing issues that affect the Central Coast:

The entire Central Coast lacks housing, especially affordable housing. The 6th Cycle RHNA for AMBAG is 33,274 housing units and the 6th Cycle RHNA for Sand City is 260 units. This project will work hand-in-

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

hand with the 6th Cycle Housing Element to highlight 6th Cycle Housing Element sites to connect developers with higher-density housing opportunities and streamlined permit processing. Sand City is located close to major transit and to the City of Monterey, which is the top job center in the region.

Plans will not be adopted.

This project is not currently funded.

EMC Planning Group, ELS Architecture and Urban Design, and Keyser Marsten and Associates are the consultants who will complete all tasks for this project. See [Attachment A](#) for detailed scopes of work.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Please respond to the following questions demonstrating how your project is located in a valid infill area and accelerates infill development (600-word limit):

Explain how the project accelerates infill development near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions. “Accelerating Infill Housing Production” or “Accelerating Infill Development, Including Housing” means planning, infrastructure, and other investment and actions that improve the affordability, timing, cost,

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

feasibility, approval, and amount of Housing development. “Infill”, for the purposes of the REAP 2.0 Program, is defined as the following:

Projects within Cities:

Projects comply with REAP 2.0 Program goals and objectives and are in areas within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below.

Response: Sand City is within an Existing/Planned Opportunity Area (SE-1) as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045). See [Attachment B, Sand City Opportunity Area](#).

Projects within Counties:

Projects comply with REAP 2.0 Program goals and objectives and are within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below. For more about these areas, see: [AMBAG 2045 MTP/SCS](#).

All Projects:

In addition to the above, all projects must meet the State REAP 2.0 infill definition. The State REAP 2.0 infill definition pursuant to State guidelines provides that:

“Infill”, for the purposes of the REAP 2.0 Program, means areas where all the following apply: (1) the area consists of unused or underutilized lands (2) within existing development patterns (3) that is or will be accessible to destinations and daily services by transit, walking, or bicycling and located in either:

Response: (1) In general, the Economic Development webpage GIS tool will highlight underutilized lands that have increased capacity for housing development. (2) The Economic Development GIS tool will promote housing production within already developed areas of Sand City. (3) The housing opportunities that the GIS tool will highlight is within a ½ mile to a major transit stop and the Monterey Bay Recreation Trail, which is a biking path that connects Sand City to Monterey, Seaside, Marina, and Pacific Grove. The website will also include the City’s vision to extend the existing Monterey Bay Recreation Trail from Monterey through Seaside and Sand City. A major stretch of the trail through Sand City along the railroad right-of-way does not exist yet which is a deterrent to bicycle and pedestrian commuting within the City.

a. An urban center, urban corridor, or area with transit-supportive densities, or

Response: The Economic Development webpage GIS tool will help developers identify sites available for housing development within an Urban Center with transit supportive densities.

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b. *An established community that meets all the following criteria:*

i. *The area consists or previously consisted of qualified urban uses*

Response: Sand City consists of qualified urban uses.

ii. *The area is predominantly surrounded (approximately 75 percent of the perimeter) by parcels that are developed or previously developed with qualified urban uses. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included, and*

Response: The GIS tool will help developers identify sites that are surrounded by 75% by developed parcels.

iii. *No parcel within or adjoining the area is classified as agricultural or natural and working lands.*

Response: The GIS tool will not identify agricultural, natural, or working lands as available for housing development.

c. *Under unique circumstances, applicants may propose an alternative definition of “Infill” subject to approval by the Department and State Collaborative Partners.*

Also explain how the project will further the SCS in focusing future development within transit corridors (within ½ mile of transit), actionize the [Infill Housing Toolkit](#) for SCS implementation with densities beyond single family housing preferred, and support other SCS investments.

Response: Sand City is within a ½ mile of major transit stop. The proposed Economic Development webpage GIS tool will actionize the Infill Housing Toolkit by showing examples of different types of multi-family developments available to certain parcels within Sand City, similar to the SCS Infill Housing Toolkit. The intent is to provide developers with ideas of what types of multi-family housing are available throughout the City.

Include the address(es) of the project area(s), satellite map (Google Maps or similar) of the project site(s) including surrounding parcels so AMBAG can verify that the project is not adjacent to natural or agricultural lands, and is in an appropriate infill site. If a zoning map is available to show the project location and associated land use designation, that will help assist in confirming the project is in an eligible infill area.

See [Attachment C: Zoning Map](#).

Please respond to the following questions demonstrating how your projects fulfill each REAP 2.0 objective (200-word limit per response):

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1. Explain how the project affirmatively furthers fair housing. “Affirmatively Furthering Fair Housing”, pursuant to Government Code section 8899.50 means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws. HCD provides an [AFFH Data Viewer](#) which may assist the applicant in identifying the project’s AFFH impacts.

Historically, Sand City has been the center for heavy industry and retail within the region. Sand City currently provides jobs for approximately 3,000 people and attracts 40,000 to 50,000 shoppers daily to the city’s businesses. While the City has recently experienced growth in population and jobs, housing production has not matched this growth. Sand City is a majority lower-income town and a large portion of the City is zoned for mixed-use, which allows multi-family development. The proposed website re-development and Economic Development webpage are intended to highlight the residential growth opportunities available in Sand City and create permitting ease. The project affirmatively furthers fair housing because it will bring housing development to a lower-income community within the Monterey Bay which has largely been left behind in housing development. Additionally, the Economic Development webpage will highlight 6th Cycle Housing Element Sites and will highlight multi-family development opportunities with the goal of building diverse housing types (work-live, artists units, multi-family apartments, duplexes) as well as affordable housing in Sand City.

2. Explain how the project reduces Vehicle Miles Travelled (VMT) and is consistent with the [AMBAG 2045 MTP/SCS](#) strategies.

The proposed project will reduce Vehicle Miles Travelled by highlighting infill residential development opportunities within Sand City which is within a ½ mile of a major transit stop and is within a ½ mile of the Monterey Bay Coastal Recreation Trail which connects Sand City to surrounding towns, including Monterey which is the top job center in the region. Additionally, the Economic Development tool will highlight permit streamlining associated with affordable housing projects, such as waived and/or reduced parking and the new website will showcase ongoing projects and programs aimed at providing the City’s residents alternative options for transportation. This includes bus/taxi voucher, ride share programs, and multiuse trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction.

3. Explain how the project advances compliance with your jurisdiction’s draft 6th Cycle Housing Element.

The proposed project will implement Program 5.C “State and Federal Housing Programs and Funding” of Sand City’s 6th Cycle Housing Element. Program 5.C states that to incentive the development of affordable

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units, the City will develop an Economic Development webpage with information related to housing site opportunities. The proposed project, which includes an updated website platform and the Economic Development tool, will advance compliance with the 6th Cycle Housing Element by fulfilling Program 5.C. The Economic Development tool will work hand-in-hand with the 6th Cycle Housing Element by highlighting sites throughout the City that are on the 6th Cycle Housing Element sites inventory list. The updated Planning and Building page of Sand City's website and the Economic Development tool will be integral in catalyzing development of the 6th Cycle Housing Element sites by clearly conveying the permitting requirements, concessions, incentives, and densities unique to each parcel throughout the City.

4. Explain how the project will result in Transformative Planning and Implementation Activities. "Transformative planning and implementation activities" means housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing Multimodal Communities, shifting travel behavior through reducing driving, and increasing transit ridership.

The proposed project will help increase the number of diverse housing types built in Sand City. Most of Sand City does not have a single-family development pattern. Instead, a large portion of the City is zoned planned mixed use (MU-P). Most of the sites identified in the 6th Cycle Housing Element, and most of the vacant or underutilized sites in Sand City in general, are within the MU-P district. As a result of Sand City's zoning, the Economic Development tool will highlight sites that can accommodate diverse housing types, such as live/work units, multi-family housing, second story-residential above first-floor industrial, and multifamily housing with affordable units. These housing types, coupled with the fact that Sand City is in close proximity to a major transit stop and a regional bike trail, will result in transformative planning as a result of infill housing development, reduced vehicle miles traveled, and increased transit ridership.

5. Explain how the project has a Benefit to Disadvantaged and Historically Underserved Communities. "Disadvantaged and Historically Underserved Communities" includes concentrated areas of poverty; Areas of High Segregation and Poverty and areas of low to moderate access to opportunity ([TCAC/HCD Opportunity Area Maps](#)); Communities of Concern, Disadvantaged Communities ([SB 535 Disadvantaged Communities Map](#)), and Low-Income Communities pursuant to Senate Bill 535 (De León, Chapter 830, Statutes of 2012) and Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016); areas of high Housing cost burdens; areas with high vulnerability of displacement; areas related to Tribal Entities; and other areas experiencing disproportionate impacts of California's Housing and climate crisis.

The project is located within an area with moderate access to opportunity based on the CTCAC/HCD 2023 Opportunity Map. Nearly 15% of households in Sand City identify as extremely-low income, 7% as very low-income, and 27% as low-income according to the Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), 2015-2019. That totals 49% (nearly 50%) of the households are classified as "low-income" or below the low-income level. Additionally, Sand City households are majority renter-occupied (83 percent) of which 54 percent are lower-income earners. This, in tandem with moderate access to resources, may indicate a lack of investment in economic and educational opportunities

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within the City. The proposed project will benefit these community members by incentivizing the development of diverse housing types within the City, including multi-use and affordable unit and by increasing public awareness about City programs and transportation vouchers available.

6. Explain how your project has Significant Beneficial Impacts? Significant beneficial impacts must lead to substantial changes in land use patterns and travel behaviors. In demonstrating significant beneficial impacts, applicants may consider rates of change (e.g., percent increase over a baseline), the magnitude of impact relative to variables or targets, the proportion of need achieved, and the impact relative to past trends, policies, and practices. Variables or targets may include but are not limited to benefitting households by income group; Regional Housing Needs Assessment; Housing units (new construction, preservation/conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; public space; community amenities; investments; Vehicle Miles Traveled reduction goals or targets; regional or local equity policies and programs included in an adopted RTP/SCS; and GHG reduction goals or targets.

There are approximately 184 existing dwelling units in Sand City. Sand City's 6th Cycle RHNA allocation for this planning period is 260 units, which is a 141 percent increase over the City's existing number of dwelling units. This project will significantly impact the community by changing development patterns (industrial to housing or mixed-use) and by implementing the 6th Cycle Housing Element to assist in realizing much needed housing development within the City.

The project will also decrease vehicle miles travelled by highlighting infill residential development opportunities within Sand City which is within a ½ mile of a major transit stop and is within a ½ mile of the Monterey Bay Coastal Recreation Trail which connects Sand City to surrounding towns, including Monterey which is the top job center in the region. Additionally, the Economic Development tool will highlight permit streamlining associated with affordable housing projects, such as waived and/or reduced parking and the new website will showcase ongoing projects and programs aimed at providing the City's residents alternative options for transportation. This includes bus/taxi voucher, ride share programs, and multiuse trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction.

7. Explain how your project Advances California Planning Priorities per [Government Code 65041.1](#).

The Economic Development webpage will encourage infill development within Sand City. Most of the sites on the 6th Cycle Housing Inventory and within the City in general are already developed with parking lots, warehouses, retail or single-family homes. This tool will help developers understand how the sites can be expanded or rehabilitated to include residential development.

The Economic Development tool will not list the following lands as available for housing development: working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

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All development encouraged by the Economic Development website will focus on land adjacent to existing development that is served by adequate transportation.

9. Explain how the project supports promotion of infill development and equity by rehabilitating, maintains, and improves existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.

Sand City is a majority low-income community which has historically served as the retail and industrial hub of the southern Monterey Bay area. Sand City contains many underutilized properties and properties in need of rehabilitation that are presently served by transit, streets, water, sewer, and other essential services. Sand City is an underserved area equipped to support diverse housing types near jobs and multi-modal transit.

A large portion of the City is zoned for mixed-use, which allows multi-family development. The proposed website re-development and Economic Development webpage are intended to highlight the residential growth opportunities available in Sand City and create permitting ease. The project affirmatively furthers fair housing because it will bring housing development to a lower-income community within the Monterey Bay which has largely been left behind in housing development. Additionally, the Economic Development webpage will highlight 6th Cycle Housing Element Sites and will highlight multi-family development opportunities with the goal of building diverse housing types (work-live, artists units, multi-family apartments, duplexes) as well as affordable housing in Sand City.

10. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

The project protects environmental and agricultural resources by promoting residential development within infill and urban core areas. The Economic Development tool will not include working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

11. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following (150-word limit per question/sub-question):

- a. Uses land efficiently; and

The project will promote the development of infill and underutilized areas of Sand City and will incentive higher density residential development in areas which can support it.

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- b. Is built adjacent to existing developed areas; and

The project would incentive development within the urban area of Sand City.

- c. Explain how the project is located in an area appropriately planned for growth; and

Sand City is a mostly developed town, with available water, sewer, streets and other infrastructure. Sand City is near a major transit stop and a regional bike path that connects Sand City to nearby Monterey, Seaside, and Marina. Sand City has the capacity to support diverse housing types, including multi-family and affordable housing. Sand City has many warehouses and industrial uses, and this project will help developers conceptualize redevelopment opportunities in changing land use patterns to add multifamily residential development on underutilized sites. The project will also highlight the different types of residential development opportunities available within the City.

- d. How the project location is served by adequate transportation and other essential utilities and services; and

Sand City station, which is located on Playa Avenue, serves six bus routes – lines 17, 18, 20, 94, Jazz A and Jazz B. Jazz A and Jazz B have a combined frequency of 15-minute service from 7:26 a.m. to 6:48 p.m. at Sand City Station. This meets the definition for a “major transit stop” under AB 2097 criterion (c), The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Additionally, once the proposed SURF! Busway and Bus Rapid Transit is completed, there will also be public transit service along Del Monte Boulevard every 15 minutes throughout the day.

- e. Explain how the project minimizes ongoing costs to taxpayers?

The project is intended to create a more user-friendly interactive City website that not only promotes housing development opportunity sites (6th Cycle Housing Element – Sites Inventory List), but provides ease of use for City staff to inform the public. The current website has not been easy to use for City staff and they have contracted out for a service to assist, resulting in higher costs to the City. This update is intended to fully bring in-house the daily operations of the City website which will result in cost savings for website maintenance. This will also provide more readily available information to residents and the public regarding City events, activities, ongoing operations, and meetings. In addition, this update will allow the public easier access and useability of the website, as well as being better informed and creating the possibility of increased interaction with City residents.

E. Project Schedule and Budget

All tasks, budget amounts, dates and deliverables should be included under one line item. Do not add additional rows to the table below. Indicate what tasks will be completed by the consultant and include dates for draft and final deliverables if applicable. Budget must account for the full amount the jurisdiction is eligible to apply for. Include project location(s). All tasks and spending must be completed by March 31, 2026.

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Project Title: Sand City Economic Development Webpage and Website Redevelopment

Tasks	Budget	Start Date	End Date	Description and Deliverables
Review and update website, economic development webpage, training.	\$85,000	10/15/23	3/31/26	Updated website and associated materials
Total:	\$85,000			

Attachment 1: Government Agency Taxpayer ID Form

Financial Information System for California (FI\$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal
Government
Agency Name

City of Sand City

Remit-To
Address (Street
or PO Box)

1 Pendergrass Way

City

Sand City

State CA

Zip Code+4 93955

Government Type:



City



County



Special District



Federal



Other (Specify)

Federal
Employer
Identification
Number
(FEIN)

94-1527088

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit
Name

N/A

Complete
AddressDept/Division/Unit
NameComplete
AddressDept/Division/Unit
NameComplete
AddressDept/Division/Unit
NameComplete
Address

Contact Person

Jennifer Pope

Title

Finance Manager

Phone number

(831) 344-3054

Email Address

jpope@sandcityca.com

Signature

Date 8/9/23

Website Redevelopment and Economic Development Page
Scope and Budget



ATTACHMENT

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1.0 Proposal Introduction

1.1 Project Background

The City of Sand City (the “City”) has approached EMC Planning Group regarding the redevelopment of the City’s website to create an Economic Development and Opportunity Sites (focusing on residential development) and a more user-friendly platform. The City’s current website contains a range of outdated information and inactive links, as well as a lack of easily accessible resources, such as zoning requirements, permitting documents, and development incentives, that could promote economic growth in the community. This is primarily the result of the website’s antiquated design, which limits user access and functionality, making it difficult for City staff to perform routine operations and update the available information.

1.2 Proposal Summary

Working closely with City staff, EMC Planning Group will provide a complete redesign of the City’s website to produce a more user-friendly experience for City staff, residents, the public, and developers looking for opportunity sites. The website redesign will primarily focus on improving access to important resources, such as zoning maps, required permits, applicable fees, building restrictions, and available incentives aimed at supporting residential development. The website improvements would also consist of the creation of a new economic development webpage. The webpage would highlight opportunities for infill development throughout the City that would facilitate housing supply, choice, and affordability, including conceptual designs of possible residential development on vacant and underutilized lots.

Additionally, the new website will showcase ongoing projects and programs aimed at providing the City’s residents with alternative options for transportation. This includes bus/taxi vouchers, ride share programs, and multi-use trail improvements to enhance regional connectivity of the existing trail in an effort to minimize motor vehicle emissions through vehicle trip reduction.

2.0 Proposed Project Personnel

2.1 Proposed Key Project Personnel

The following EMC Planning Group staff members will be the key project personnel assigned to complete the tasks as outlined in Section 3.0, Scope of Work.

Kristina Arden, MA –Marketing Director

Ms. Arden joined EMC Planning Group in December 2021. Her demonstrated areas of expertise are corporate and product branding, public and media relations, sales administration, copywriting, business development, tradeshow coordination, digital and print marketing, website development, and collateral content creation.

Ms. Arden is responsible for production layouts for desktop and electronic publishing, planning and directing marketing efforts, building brand awareness and positioning for EMC Planning Group, managing social media and content marketing, training staff on various design software, and developing and managing marketing budgets. She led the team responsible for updating and launching EMC Planning Group’s new website in 2022, and continues to be responsible for updating the company website’s design and the content posted.

Matt Papurello – Assistant Planner/GIS Technician

Mr. Papurello joined the firm in 2021. His responsibilities include creating and editing shapefiles, as well as, maintaining an up-to-date database of these shapefiles to be used in ESRI ArcGIS for the spatial analysis of ongoing and future projects. He is also experienced in Adobe Suites for graphical illustration and preparation. Mr. Papurello is also responsible for assisting with project research and various other planning projects. He was a member of the team responsible for updating and launching EMC Planning Group’s new website in 2022, and continues to assist the team with updating the current website.

Mr. Papurello is currently part of the team assisting the City of Sand City Planning Department.

Esme Wahl – Associate Planner – Grant Management and Oversight

Ms. Esme Wahl joined EMC Planning Group as an Associate Planner in April 2023. Her area of expertise is local coastal plan amendments, coastal resiliency and adaption planning, habitat management and restoration, and coastal development permits.

Ms. Wahl will oversee the grant application process and manage the grant once it is awarded to the City of Sand City.

2.2 Additional EMC Planning Group Personnel

Additional EMC Planning Group personnel who may be assigned to this project as advisors based on the Scope of Work are as follows:

Michael Groves, AICP – Senior Principal/Principal-in-Charge

Mr. Groves founded EMC Planning Group in 1978. Through his leadership and commitment to excellence in client service and the hiring of highly qualified team members, Mr. Groves has successfully established the firm as one of the leading land use and environmental planning firms in California. With his vast experience as a land use and policy planner, Mr. Groves has provided project management for over 750 planning projects, within more than 150 California cities, counties, and special districts.

Mr. Groves is involved in project management and coordination of a full range of planning projects completed by the firm. His focus within the firm is on client representation for urban and regional planning projects; coastal planning efforts; conceptual design; real estate due diligence and site evaluation studies; land use planning and permitting efforts; and city, county, school district and special district planning and permitting.

Zane Mortensen, MS – Associate Planner

Mr. Mortensen joined the firm in April 2022, as an Assistant Planner to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards.

Mr. Mortensen is currently part of the team assisting the City of Sand City Planning Department.

2.3 Subconsultants

ELS Architecture and Urban Design

Founded in 1967, ELS has a 55-year tradition in design for the public realm for both public and private clients. Regardless of the type of project, ELS has a strong passion for creating spaces and places that become the heart of the communities they serve. ELS excels in the creation of designs that bridge public and private interests, making work attractive to both the community and private development. Their projects are augmented by extensive experience in retail, arts and entertainment,

residential living, dining, hospitality, commercial office, education and recreation, historic renovations and sustainable design. This infusion of practical knowledge allows them to craft visions for evocative public spaces that are supported by feasible land-use strategies. The ELS portfolio illustrates commitment to mixed-use planning that creates dense, active districts that become regional destinations and memorable centers for community activity. Many of their projects have spurred the revitalization of surrounding properties and districts.

EMC Planning Group will be working with ELS Architecture and Urban Design for architectural renderings of key sites named in the Sand City 6th Cycle Housing Element Update and other locations The City determines are key sites. These architectural renderings will be geared towards showing developers some ideas of what could be at a given location, and are not meant to showcase plans already in motion for each site.

Keyser Marsten Associates

Keyser Marston Associates, Inc. (KMA) is a boutique real estate advisory firm, with offices in Berkeley, Los Angeles and San Diego, that specializes in:

- Real estate deal structuring, developer selection and transaction negotiation, especially public/private.
- Structuring affordable housing financing and implementation transactions.
- Fiscal analysis and municipal services financing to ensure new development generates sufficient reserves to fund needed services.
- Nexus analysis that supports the link between new development and funding of affordable housing, childcare, parks/open space, and the arts.
- Traditional real estate market and financial feasibility pro forma analysis that supports asset management, Specific Plan feasibility, policy planning and deal structuring.

KMA's principals have 20 to 40 years of experience analyzing and structuring deals and financing of most land uses. KMA's experience is in affordable, student and market rate housing, transit-oriented development, sports facilities, military base reuse and in projects with office, industrial or retail/entertainment.

While KMA is best known for its role as advisors to public sector and institutional clients, KMA also has an extensive private sector practice primarily serving technology companies, developers, law firms, non-profits and private landowners.

KMA will provide financial feasibility of the locations deemed as being key sites by the Sand City 6th Cycle Housing Element Update. This information will be used on the new Economic Development Page to show affordability and to entice potential future developers to the opportunity to develop within the City of Sand City.

3.0 Scope of Work

The following tasks comprise the Scope of Work for this project. The deliverables and time frames for each task are also included. The Scope of Work may be revised as necessary based on decisions made during Task 1.

3.1 Task 1: Review of Current City Website with City Staff

EMC Planning Group's internal team will work closely with City staff to determine the overall preferences in terms of a full website redesign and to develop a system that provides the level of functionality necessary to meet the City's needs.

EMC Planning Group will review the current website with City staff to determine the necessary changes and/or updates. Topics of discussion include, but are not limited to: website hosting and design platform (current platform vs. new platform); website structure and design, page layout, website flow, user-interface/user-friendliness, content/information availability (including images and clickable links), and website maintenance.

EMC Planning Group knows that the City was under contract to Granicus for website creation, hosting, and maintenance. In order to facilitate the City's website redesign, the current website is still being managed by Granicus on a month-to-month basis. The contract with Granicus having run out in 2022 was originally a 3 (three) year contract beginning in 2019.

Deliverable and Time Frame

The deliverable consists of a preliminary discussion with City staff to determine current website deficiencies and preferred functionality. It is anticipated that initial coordination will take up to one to two weeks to obtain all of the necessary information to begin the website redesign.

3.2 Task 2: Web Host Transfer and First Draft of Website Re-design

Once the current domain and website host have been identified EMC Planning Group will facilitate web host transfer. EMC Planning Group recommends creating a website utilizing the Managed WordPress product offered through GoDaddy. The next step is to redesign the City website in accordance with the items discussed during Task 1. Once the first draft is complete, EMC Planning

Group's internal team will meet with City staff to review the initial version of the redesigned website. City staff will review the draft website and provide EMC Planning Group staff with any revisions/feedback the City feels are appropriate. During this time, the City may contact Matt Papurello or Kristina Arden as necessary with additional requests pertaining to website content and/or design.

Deliverable and Time Frame

The deliverable is the first draft of the redesigned website. It is estimated that this task will take 10 to 12 weeks to complete due to the nature of the work involved.

3.3 Task 3: Economic Development Webpage

The economic development webpage will consist of a range of available resources aimed at supporting economic growth, primarily residential development, within the community. The economic development page will include links to resources for City zoning, building requirements, and permits, as well as incentives such as available density bonus and parking concessions available to support affordable housing. This would include visual representations and flowcharts illustrating the administrative pathway and requirements for specific development on a parcel level GIS database and would highlight 6th Cycle Housing Element sites as well as sites with streamlined permitting potential.

The economic development website would also highlight available rental units, commercial space, and vacant lots that could facilitate residential development. This includes working with partnering organizations to produce 2 (two) conceptual designs of potential affordable housing and mixed-use development sites on underutilized properties in the City, along with an economic proforma to assess economic feasibility of developing those sites.

Deliverable and Time Frame

The deliverable is the initial draft of the economic development webpage. With the inclusion of the conceptual designs and economic proforma for potential residential development, it is estimated that this task will take 8 to 10 weeks to complete due to the nature of the work involved.

3.4 Task 4: Final Draft of Website Redesign

Based on the feedback/comments received from the City, a final draft of the website will be produced for review by the City. A joint meeting with the City staff and EMC Planning Group will be set to review the Final Draft of the redesigned Sand City website. Any further revision of the Final Draft of the website will be discussed at this time.

Deliverables and Time Frame

The deliverables are the final draft of the redesigned website and a meeting to review the final design. Completion of the Final Draft of the City website will take up to three (3) weeks based on the amount of feedback received from the City's review of the First Draft.

3.5 Task 5: Training City Staff on Website Maintenance and Launch of Redesigned Sand City Website

After the final draft of the website is approved by the City, the EMC Planning Group will train members of City staff appointed to be responsible for the upkeep and maintenance of the website. This training will include, but not be limited to, training on how to update and create pages; uploading documents, and other general maintenance practices. After this training session the website will then be fully in control of the City of Sand City. EMC Planning Group's internal team will remain available for any questions that may arise after the website is launched.

After conducting the training for the City staff, the EMC Planning Group will arrange for the domain to be connected to the new Sand City website via the new webhosting platform/company (GoDaddy/WordPress).

Deliverables and Time Frame

The deliverables are the final draft of the redesigned Sand City website, a training meeting for the City staff appointed to update and maintain the website, and connection of the domain to the new webhosting platform (domain connection and website launch). Completion of the Final Draft of the Sand City website will take up to three (3) weeks based on the amount of feedback received from the City's review of the First Draft. A one-hour training meeting will be held to train City staff. Domain connection to the webhosting platform will take about one (1) hour to complete.

3.6 Task 6: Grant Administration

Throughout the course of the website redesign and economic development page addition, EMC Planning Group will provide updates and invoicing to the City and its staff and AMBAG as required. This task will take place during the preceding tasks as a means to keep City staff and AMBAG updated on the progress of the project. EMC Planning Group will also ensure that all grant requirements are met during each Task.

Deliverables

Final activity report and project invoices to AMBAG.

City of Sand City Website Redesign						
Task	EMC Planning Group Inc.					
Staff	Senior Principal	Associate Planner	Assistant Planner	Desktop Publisher	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$165.00	\$140.00	\$150.00		
Task 1	1.0	2.0	4.0	5.0	12.0	\$1,915.00
Task 2	1.0	4.0	42.0	50.0	97.0	\$14,315.00
Task 3	1.0	4.0	42.0	30.0	77.0	\$11,315.00
Task 4	1.0	1.0	10.0	12.0	24.0	\$3,640.00
Task 5	0.0	0.0	5.0	5.0	10.0	\$1,450.00
Task 6	0.0	10.0	0.0	0.0	10.0	\$1,650.00
Subtotal (Hours)	4.0	21.0	103.0	102.0	Total Hours	Total Cost
Subtotal (Cost)	\$1,100.00	\$3,465.00	\$14,420.00	\$15,300.00	230.0	\$34,285.00

Additional Costs	
Travel Costs	\$200.00
Administrative Overhead 8%	\$16.00
Total	\$216.00

Subconsultant Fees	
ELS Architecture and Urban Design	\$47,000.00
Subconsultant Overhead 8%	\$3,760.00
Total	\$50,760.00

Total Costs	\$85,261.00
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NOTE: This proposal is valid for 90 days

August 8, 2023

Matt Papurello
Assistant Planner
EMC Planning Group
601 Abrego Street
Monterey, CA 93940

Subject: Sand City Site Visualizations

Dear Matt,

We greatly appreciate the opportunity to assist EMC Planning Group with your work on The City of Sand City economic development webpage and Housing Element process. Since 2016 with the NewPark Specific Plan, ELS and EMC have partnered in a number of projects, focusing on each of our firms skills for maximum result. ELS is a broad-based architecture, urban design and master planning firm. Developers and cities alike appreciate our real-world approach to designing developable projects that stand the test of time. ELS is ideally suited to help you in Sand City where we can provide inspiring renderings that are grounded in real-world principles of development, giving the final views the most realistic, developable approach. We're excited to work with your team and the city to bring life to this exercise.

Joining us in this project is Keyser Marston Associates who will provide financial feasibility testing for the two selected sites. This is crucial to understanding the realistic outcomes as the City looks towards finalizing a Housing Element document that has the greatest potential for seeing an increase in housing stock over the next 8 years. ELS and Keyser Marston will complete this work based on the scope that follows.

Scope

Site Tests and Views

ELS and Keyser Marston will assist EMC Planning Group and the City of Sand City in selecting two of the current housing element sites to prepare development studies and vision renderings. ELS will look at each site as a singular development, taking into account existing zoning standards to establish if zoning allows adequate developable envelope to work financially. In tandem, ELS will work with Keyser Marston to determine the most likely development scenario based on the current land and construction values to identify what type of development is realistic and most likely to occur in the future.

To complete this task for the two sites, the ELS team will do the following:

- Identify two housing element sites in Sand City that represent significant potential for redevelopment.
- Develop a residential concept design based on existing zoning, maximizing unit count.
- Meet with Keyser Marston to review the density options and identify if either are realistic outcomes based on the economic situation of the sites.
- Prepare a summary document including the site testing scenarios and the resulting consensus regarding acceptable zoning controls for the production of housing. The base criteria will include:
 - Building Height
 - Building Setbacks
 - Onsite Parking requirements
 - Floor to Floor height requirements
 - Min. units per acre.

- Prepare two vision renderings for each site (4 total) to be used on the Sand City economic development website.
- Two rounds of comments are anticipated for each site.
- Meetings
 - In-person Meetings are not anticipated for this scope unless requested by the Client and compensated for as an additional service.
 - Zoom meetings as needed are included in the base fee.

We anticipate this process will take about 6-8 weeks. The fee includes zoom meetings as needed and two rounds of comments. If any in-person meetings in Sand City are needed, ELS can provide a proposal for additional services.

Fees

ELS and Keyser Marsten Associates will complete the two site studies and four vision renderings for a lump sum of **\$47,000.**

We do not anticipate any reimbursables for the project. If reimbursables are incurred, they will be billed separately at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:

- 1) Expense of transportation in connection with out-of-town travel.
- 2) Long-distance communications and facsimiles.
- 3) Reproduction and photography (excluding the photography included in the base scope).
- 4) Postage, shipping and delivery.
- 5) Fees paid for securing approval of authorities having jurisdiction over the project.

We appreciate working with EMC Planning once again on this important visioning exercise. Providing images of potential development of underutilized sites may help spur public and developer interest that could help move these sites forward in the future. Please do not hesitate to call us if you have any questions regarding our proposal.

Sincerely,
ELS Architecture and Urban Design



David Masenten, AIA, LEED BD+C
Principal

Sand City Opportunity Area





Opportunity Areas

- Existing/Planned Opportunity Areas
- Potential Opportunity Areas
- AMBAG Region
- City of Census Designated Place (CDP) Boundaries
- Unincorporated Areas

Source: AMBAG 2022

Figure 1

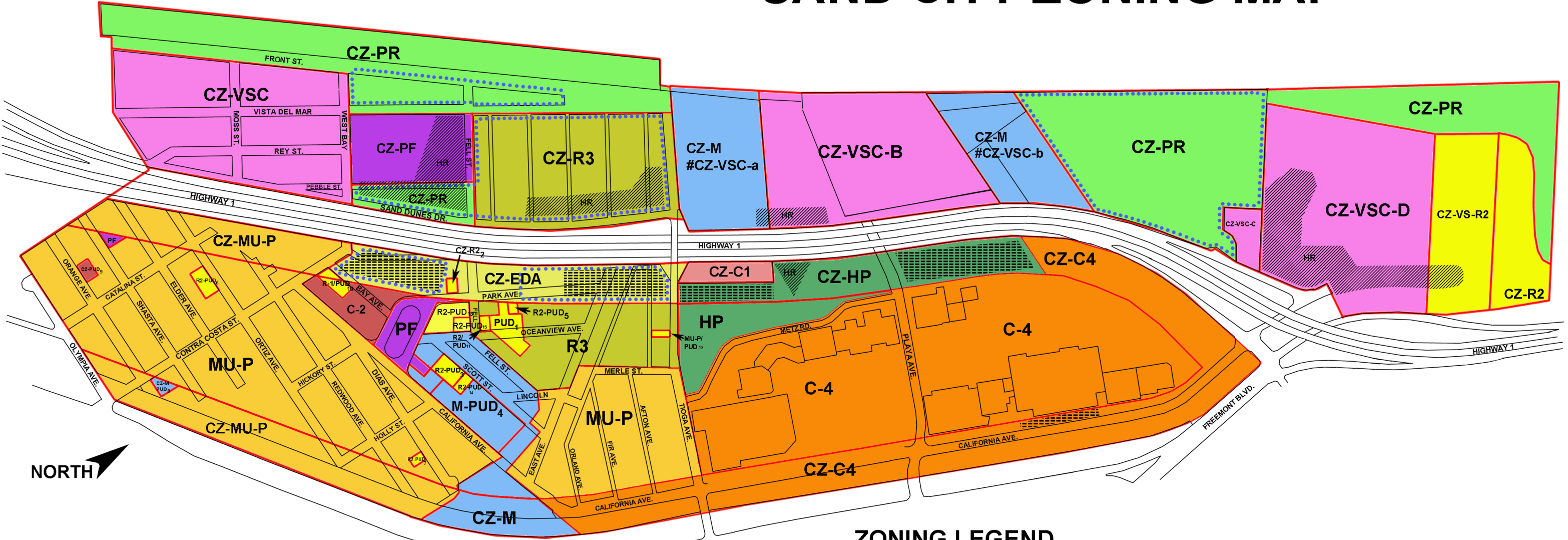
Existing and Planned Opportunity Areas

Sand City REAP 2.0 Grant Application

Sand City Zoning Map

C
ATTACHMENT

SAND CITY ZONING MAP



ZONING LEGEND

PUD Legend:

PUD ZONING	ORDINANCE NUMBER
PUD 1	95-02
CZ-R2 2	97-02
R2/PUD 3	97-05
M/PUD 4	98-07
R2-PUD 5	99-04
R2-PUD 6	01-02
R2-PUD 7	01-03
CZ-M-PUD 8	01-04
CZ-PUD 9	01-05
R-1/PUD 10	02-05
R2/PUD 11	06-02
MU-P/PUD 12	08-01
R2-PUD 13	14-03
R2-PUD 14	14-06
R2-PUD 15	17-03

Overlay Zoning Districts:

Habitat Treatment Zones:		
ST	Special Treatment Area	
RM	Resource Management	
	Generalized Locations	
HR	Habitate Restoration	
	Generalized Locations	

Primary Zoning Districts:

R-1	Single Family Dwelling
R-2	One-Family / Two Family
R-3	Multi-Family Residence
MU-P	Planned Mixed-Use
C-1	Light Commercial
C-2	Heavy Commercial
C-3	Neighborhood Commercial
C-4	Regional Commercial
M	Manufacturing
PUD	Planned Unit Development

Coastal Zoning Districts:

CZ-R2	Coastal Residential - Medium Density
CZ-R3	Coastal Residential - High Density
CZ-MU-P	Coastal Planned Mixed Use
CZ-VS-R2	Coastal Visitor Serving Residential Medium Density
CZ-EDA	Coastal East Dunes Area
CZ-C1	Coastal Light Commercial
CZ-C4	Coastal Regional Commercial
CZ-VSC	Coastal Visitor Serving Commercial
#CZ-VSC	Dual Designation (secondary/future use)
CZ-M	Coastal Manufacturing
CZ-PF	Coastal Public Facility
CZ-PR	Coastal Public Recreation
CZ-HP	Coastal Habitat Preserve
a,b,B,C,D	- see density standards of LCP

MEMORANDUM OF UNDERSTANDING
between
THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
and
[AGENCY/ELIGIBLE ENTITY]
Regarding
REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM OF 2021

WHEREAS, on June 29, 2021, Governor Newsom signed the Budget Act of Fiscal Year 2021-2022 which established the Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) which allocated \$600 million in one-time funds to accelerate infill housing development, affirmatively further fair housing, and reduce VMT; and

WHEREAS, the California Department of Housing and Community Development (HCD) has been assigned as the state agency overseeing this program; and

WHEREAS, a portion of REAP 2.0 funds have been allocated to the Association of Monterey Bay Area Governments (AMBAG); and

WHEREAS, AMBAG will grant the majority of REAP 2.0 funds to eligible entities in the AMBAG area; and

WHEREAS, eligible entities may apply for a portion of AMBAG's REAP 2.0 funds according to an allocation method approved by the AMBAG Board; and

WHEREAS, AMBAG shall approve grant applications subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE BE IT RESOLVED:

The following agreement is entered into between [ELIGIBLE ENTITY] (Grantee) and the Association of Monterey Bay Area Governments (AMBAG).

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to eight million six hundred and twenty-five thousand (\$8,625,000) shall be distributed by AMBAG to eligible entities in the AMBAG area under the Program in accordance with Chapter 3.15 of the California Health and Safety Code (Statute). The Association of Monterey Bay Area Governments (AMBAG) shall administer the Program to eligible entities in the AMBAG area in accordance with the Statute and AMBAG's REAP 2.0 Local Suballocation Grant Program and Regional Competitive Grant Program Guidelines (Guidelines), pursuant to Health and Safety Code section 50515.10(h), and program guidance.

This Agreement (Agreement) authorizes the encumbrance of the total funds available to the awardee, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved applications, and any subsequent modifications.

The Grantee shall consult with AMBAG on any amendment modification or other provision related to the implementation of the Program. AMBAG's decisions related to the administration of the Program shall be final.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. AMBAG has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, AMBAG shall encumber the full amount pursuant to the Guidelines and provide payment upon reimbursement request and subsequent payments in accordance with this agreement. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds in accordance with this agreement.

3. Definitions

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application as attached hereto and incorporated herein by this reference, and as set forth in this agreement. The scope of work may be amended in compliance with statutory requirements subject to approval by AMBAG.

5. Monitoring

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by AMBAG at AMBAG's principal place of business.
- B. AMBAG may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, or award amount to the Grantee.
- C. AMBAG may monitor expenditures and activities of the Grantee, as AMBAG deems necessary, to ensure compliance with statutory or AMBAG requirements.
- D. AMBAG may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. AMBAG's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. AMBAG Contract Coordinator

The Contract Coordinator of this Agreement for AMBAG is Paul Hierling, Senior Planner. Any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to phierling@ambag.org.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. AMBAG is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by AMBAG. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect AMBAG's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, AMBAG or AMBAG's designee may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$X,XXX,XXX
- B. This Agreement authorizes payments and awards up to the total award amount as described in Section 2A of this Exhibit and is subject to AMBAG approval.
- C. The Grantee shall submit and follow a schedule for the expenditure of the award prior to disbursement of funds as attached hereto and incorporated hereby this reference. The schedule is subject to AMBAG approval and may be revised as AMBAG deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and AMBAG.
- B. All Grant funds must be obligated no later than March 31, 2024 and expended by March 31, 2026 unless the grant recipient receives an extension to the grant expenditure deadline in writing.

- C. Extensions to the March 31, 2026 grant spending deadline may only be granted by AMBAG to the grantee in writing after September 31, 2025 and only if the grantee has spent at least 60% of their REAP 2.0 grant by September 31, 2025.
- D. Final invoices must be submitted to AMBAG by April 15, 2026. Under special circumstances, approved by AMBAG and in accordance with the expenditure deadline, AMBAG may modify the invoice deadline and may provide exception to carry out the terms of this Agreement.
- E. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. Allowable Uses of Grant Funds

- A. AMBAG shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and REAP 2.0 Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by AMBAG that involve planning and implementation activities in accordance with the Statute and REAP 2.0 Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to AMBAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- E. After the Agreement has been executed by AMBAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with the scope of work and subject to the terms and conditions of this Agreement.

REAP 2 .0 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that AMBAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and

reporting documents.

- C. The Grantee must bill AMBAG based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable.
- D. The Grantee shall submit to AMBAG on a quarterly basis or upon completion of deliverable, and each requisition for payment (Invoice) shall accompanied by a narrative progress report. Quarters are defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Project invoices may be submitted to AMBAG by the Grantee on a quarterly basis or upon completion of a deliverable, subject to AMBAG's approval.
- E. The grantee shall submit an invoice to AMBAG no later than fifteen calendar days (15) after the close of each quarter. Invoices shall describe progress toward completion of tasks, projects, and products, conformance with project schedules and reporting of costs incurred.
- F. Year-end Invoices, reports, and supporting documentation submitted in the quarter April 1 to June 30 submitted over fifteen calendar days (15) after the close of the quarter shall not be paid.
- G. All invoices must also include supporting documentations including receipts or backup for all expenses for which reimbursement is sought. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by AMBAG to support the reimbursement to the Grantee for expenditures incurred.
- H. Payment of Invoices is contingent upon receipt by AMBAG or the above documentation provided by the Grantee. Payment to Grantee is further contingent upon AMBAG's determination that the performance of the Grantee meets State and AMBAG standards.
- I. All Grantee funds must be spent and work completed by March 31, 2026.
- J. AMBAG must indicate approval of Grantees invoices before they will be considered complete

3. Audits

- A. At any time during the term of the Agreement, AMBAG may perform or cause to be performed a financial audit of any and all phases of the award. At AMBAG's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. AMBAG has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that AMBAG or AMBAG's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide AMBAG, or AMBAG's designee, with any relevant information requested.
- D. The Grantee agrees to permit AMBAG or AMBAG's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.
- E. AMBAG may request additional information, as needed, to meet other applicable audit requirements.
- F. AMBAG or AMBAG's designee may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as AMBAG deems necessary, to ensure compliance with REAP requirements.
- G. If there are audit findings, the Grantee must submit a detailed response acceptable to AMBAG or AMBAG's designee for each audit finding within 90 days from the date of the audit finding report.
- H. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- I. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the

Grantee shall include AMBAG's right to audit the contractor's records and interview their employees.

- J. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. Remedies and Non-Performance

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by AMBAG's Executive Director, or the Executive Director's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of AMBAG's Executive Director or Designee shall be AMBAG's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by AMBAG will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of AMBAG, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from AMBAG to stop work, the Grantee shall cease all work under the Agreement. AMBAG has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. AMBAG has the right to terminate the Agreement at any time upon 30 calendar days written notice. The notice shall specify the reason for early termination and may permit the Grantee or AMBAG to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to AMBAG within 30 calendar days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward policy outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if AMBAG finds the Grantee included false information in application, as part of the application review, or subsequent amendments, AMBAG may require

the repayment of funds.

- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. If a grantee has not spent at least 20% of a REAP 2.0 grant awarded by December 31, 2024, that grantee's funding will be deobligated and reallocated to another grantee and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- I. If a grantee has not spent at 60% of a REAP 2.0 grant awarded by September 31, 2025, that grantee's funding may be deobligated and reallocated to another grantee, and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- J. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- K. AMBAG may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements or breach of this agreement.
- L. In addition to any other remedies that may be available to AMBAG in law or equity for breach of this Agreement, AMBAG may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;
 - 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 - 3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
 - 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to AMBAG are cumulative and not exclusive.
 6. AMBAG may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 calendar days.
- M. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.
- N. AMBAG and the Grantee are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and the Grantee agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and the Grantee each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.
- O. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this

Agreement or for the breach thereof shall be brought and tried in the County of Monterey.

5. Reporting

A. At any time during the term of the Agreement, AMBAG may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Reports shall include the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's applications for funding and progress of each proposed use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether proposed uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

C. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by AMBAG.

6. Indemnification

Neither AMBAG nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers,

employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless AMBAG and all of AMBAG's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of AMBAG to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of AMBAG to enforce these provisions.

8. Relationship of Parties

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. Third Party Contracts

- A. All REAP 2.0 related funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to AMBAG's program manager.
- C. AMBAG does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully

responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a

court of competent jurisdiction, such invalidity, at the sole discretion of AMBAG, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Grantee shall notify AMBAG immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or AMBAG, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of AMBAG.

12. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. State-Owned Data

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with AMBAG and its partners for various purposes, including education, outreach, transparency and future learning.

14. Special Conditions

AMBAG reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

15. Term

This Memorandum of Understanding shall end on March 31, 2027.

Date: _____

Maura F. Twomey
Executive Director

Date: _____

[Eligible Applicant Authorized Representative]

[Title]

[Agency/Entity]

**AGENDA ITEM
9B.**

**Approving a Contract Amount of \$252,000
for Meyers Nave for Fiscal Year 2023-24**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Adoption of a Resolution Approving a Contract Amount of \$252,000 for Meyers Nave
DATE: September 5, 2023

BACKGROUND/DISCUSSION:

In April of 2022, the City Council appointed Adam U. Lindgren of Meyers Nave as Interim City Attorney (Resolution SC 22-30). Adam Lindgren and his colleagues at Meyers Nave have served the City as Interim City Attorney at an exceptionally high level, providing their invaluable expertise in municipal law to the City Council, the City Manager, and City staff. Their legal advice allows the City Manager and staff to focus on critical Council priorities, including new development, revenue enhancement, and labor contracts. The City Manager recommends that Meyers Nave's legal services be continued for the 2023 - 2024 fiscal year and paid for out of the approved City Attorney services budget. The City Manager and Interim City Attorney carefully track all legal expenditures and it is possible that a budget adjustment could be requested mid-year to pay for employment law services from Liebert Cassidy and Whitmore (LCW) with which the City has a standing contract for HR/employment law services.

CEQA:

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

FISCAL IMPACT:

This amendment will increase the contract with Meyers Nave by adding an additional \$252,000 of available funds. No additional budget amendment is required at this time; the amended contract will be paid out of the current budget for the City Attorney's Office.

RECOMMENDATION:

Approve the Resolution Authorizing the City Manager to execute an amendment to the existing contract with Meyers Nave to increase the contract amount to an amount not to exceed \$252,000.

ATTACHMENTS:

1. Resolution
2. Agreement

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
CONTRACT AMOUNT OF \$252,000 FOR MEYERS NAVE FOR FISCAL YEAR
2023-24**

WHEREAS, the City Council appointed Adam U. Lindgren of Meyers Nave as Interim City Attorney April 5, 2022; and

WHEREAS, the City has worked with Meyers Nave for the past several years, and continues to benefit from their services on numerous active issues and projects; and

WHEREAS, the Council previously approved a contract with Meyers Nave by Resolutions SC 22-05 and SC 22-30; and

WHEREAS, continuing the services of Adam U. Lindgren as Interim City Attorney will allow the City Manager and staff to continue to focus on critical Council priorities while providing uninterrupted legal services to the City Council, City Manager and City staff.

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

The City Council hereby authorizes the City Manager to execute a contract with Meyers Nave for an amount not to exceed \$252,000 for fiscal year 2023-24 in substantially the same form as that attached as Exhibit A to this resolution.

PASSED AND ADOPTED by the City Council of Sand City on this 5th day of September, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

January 4, 2022

PERSONAL & CONFIDENTIAL

Vibeke Norgaard
City Attorney
Sand City
P.O. Box 183
Carmel, CA 93921

Re: Engagement of Legal Services

Dear Ms. Norgaard:

Thank you for retaining Meyers Nave (“Meyers Nave”) to perform legal services in connection with Sand City (“Client”) of which you are City Attorney. We appreciate the opportunity to serve as your lawyers and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. Scope of Engagement. We understand that your office is temporarily short-staffed, and is expected to need help on a limited number of projects until approximately July 2022. We will provide the legal services reasonably required to represent and advise you in connection with such temporary public law support services. Our work is limited to such services. We will also provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the principal in charge of representing your interests. If other attorneys and/or paralegals are assigned to work on your matter, the then current hourly rates of those individuals will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. Hourly rates are subject to reasonable change, usually at the beginning of each year.

3. Retainer. As discussed, the Firm will not require a retainer to commence services related to this matter. However, the Firm reserves the right to require a retainer in the future if it determines that circumstances warrant.

4. Disbursements and Expenses. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

5. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

6. Termination of Services. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

7. Insurance. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in amounts not less than \$1,000,000; professional errors and omissions insurance, in amounts not less than \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

8. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

9. Dispute Resolution. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this Agreement or relating to the services performed by our firm or any of its attorneys, to our mutual

satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration in San Francisco County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

10. Document Retention. In the course of the Firm's representation of Sand City, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Meyers Nave is committed to using less paper and eliminating unnecessary copies of documents. Documents of Record can be either hard copies or digital, regardless of the form they took originally when created or received by the Firm. Whenever it is proper and practicable, the Firm prefers Documents of Record (official version) to be in a digital format. Further, if record is stored electronically, then paper copies may be deemed duplicative and may be purged. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Meyers Nave Firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the Firm's general policy that we maintain records for a period of seven (7) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we

designate as vital for a period of seven (7) years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

11. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

12. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

13. Conflicts. Our firm represents many public agencies in California, Nevada and Arizona. Since 1986, we have represented over seven hundred public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from Sand City.

In view of the fact that Sand City is a City, this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of Sand City only. Meyers Nave performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Meyers Nave on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that Sand City does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of Sand City, and that Sand City waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that Sand City will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

We further request that for each project or issue on which you will request our services, that you assist us in identifying any related or potentially adverse parties for us to add to our conflicts screen to confirm that no conflicts or potential conflicts exist.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,



Adam U. Lindgren

AUL:SD
Enclosures
c: Conflicts Department
Billing Department

These terms are accepted and agreed to as of the date of this letter.

Sand City

By:



Vibeke Norgaard
City Attorney

ATTACHMENT 1

**MEYERS NAVE
RATE SHEET**

Sr. Principal	\$495
Principal	\$435
Sr. Of Counsel	\$400
Jr. Of Counsel	\$400
Sr. Associate	\$350
Associate	\$315
Paralegal	\$200
Law Clerk	\$240

Our rates adjust every December 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.

ATTACHMENT 2

MEYERS NAVE STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel. To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Retainer. Our normal practice is to require a retainer to cover a portion of the anticipated attorneys' fees and costs. Any retainer will be placed in the firm's trust account. At the conclusion of our services, we will return to our client any unapplied retainer, after deducting payment for charges billed or to-be-billed for services and any remaining out-of-pocket expenses.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party

expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

If you have any questions regarding an invoice, the Finance Director or Executive Director is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

**AGENDA ITEM
9C.**

**Authorizing the City Manager to Execute a
Second Amendment to Professional
Services Agreement with EMC Planning
Group, Inc to Develop Objective Design
Standards**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Anastazia Aziz, AICP, EMC Planning Group
SUBJECT: Update on the 6th Cycle Housing Element
Objective Design Standards (ODS)
DATE: September 5, 2023

BACKGROUND/DISCUSSION:

Increasingly, state laws impacting local land use decisions for housing development projects leave jurisdictions with only objective, non-discretionary opportunities to influence the built environment through the local development review process. Objective Design Standards (ODS) empower local jurisdictions to determine how future housing development may be regulated.

Objective Design Standards

Objective Design Standards provide a measure of clarity and predictability for potential housing developers, and provide the community with assurance that developments will conform with measurable objective standards.

Several current and future State housing laws are intended to limit jurisdiction's discretion related to the approval or denial of multi-family housing. Design review is allowed with these state laws; however, only Objective Design Standards may be used.

Following is a list of legislation examples, which are further described in the Housing Element Update staff report:

Recycled Sites from the 5th Cycle: No Conditional Use or Planned Unit Development permit processes may be required for development with at least 20% affordable units proposed at a location that was used for the past and present Housing Element Sites Inventory.

SB-35: SB-35 (Government Code Section 65913.4) allows qualifying development projects with certain minimum affordable housing to be reviewed by a ministerial approval process, only.

AB-423 (not yet adopted): This bill would expand SB-35 requirements into Coastal Zone areas.

Builders Remedy: The Housing Accountability Act allows housing project developments in cities that are not in compliance with HCD, anywhere that residential is an allowed use, at any density. For these projects, affordable housing is required and only Objective Design Standards may be applied.

Adopting Objective Design Standards furthers the City's stated and in-process development of housing policies and goals, while also empowering the City to review developments that would otherwise supersede the existing design guidelines.

CEQA:

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

FISCAL IMPACT:

The cost to consult, prepare, and adopt Objective Design Standards is an additional \$92,358. Staff and consultants are seeking grant opportunities to offset impact to the General Fund.

RECOMMENDATION:

Staff seeks council approval of the attached resolution to approve the contract amendment for EMC Planning Group and their sub-consultants Crandall Arambula to develop Objective Design Standards for the City of Sand City, in an effort to comply with State Housing Law.

ATTACHMENTS:

1. Resolution
2. Exhibit A
3. Attachment A-Scope of Work
4. Attachment B-Budget Spreadsheet
5. Attachment C-EMC Planning Group Fee Schedule
6. Attachment D-Crandall Arambula Objective Design Standards Proposal

**CITY OF SAND CITY
RESOLUTION _____, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE A SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT WITH EMC PLANNING GROUP, INC TO DEVELOP OBJECTIVE
DESIGN STANDARDS**

WHEREAS, the Housing Accountability Act (HAA), Government Code Section 65589.5, establishes limitations to a local government's ability to deny, reduce the density of, or make infeasible housing development projects, emergency shelters, or farmworker housing that are consistent with objective local development standards and contribute to meeting the City's housing need; and

WHEREAS, pursuant to Government Code section 66300, "Objective Design Standard" means a design standard that involves no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application; and

WHEREAS, the adoption of Objective Design Standards will empower the City of Sand City (the "City") to address current and future State housing legislation intended to limit jurisdiction's discretion related to the approval or denial of multi-family housing, and it furthers the City's stated and in-process development of housing policies and goals; and

WHEREAS, the City previously approved Resolutions SC-22-80 and SC-23-11 for an initially amended contract amount not to exceed \$268,000 for preparation of the City's 6th Cycle Housing Element; and

WHEREAS, modifying a contract for preparation/ completion of the housing element update, including Objective Design Standards, does not require CEQA (California Environmental Quality Act) review per CEQA Guideline sections 15060(c)(2) and 15060(c)(3) as such action will have no foreseeable direct or indirect physical change in the environment and does not qualify as a 'project' per CEQA Guideline section 15378; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to execute a second amendment to professional services agreement with EMC Planning Group, Inc. for the purpose of preparing Objective Design Standards for a not-to-exceed amount of \$362,358.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of September, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

RESOLUTION EXHIBIT A
Resolution SC 23-__ 2023

**SECOND AMENDMENT TO PROFESSIONAL SERVICE
AGREEMENT WITH EMC PLANNING GROUP, INC**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “**Amendment**”), dated September __, 2023, amending that certain PROFESSIONAL SERVICES AGREEMENT (“**PSA**”) entered into on October 19, 2022 by and between the City of Sand City, a California municipal corporation (the “**City**”) and EMC Planning Group, Inc. (“**Consultant**”). The City and the Consultant are each referred to herein as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, the Parties desire to amend the payment term of the PSA.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.

Section “II. SERVICES” as revised in the First Amendment to the Housing Element services agreement is further revised to add the following paragraph:

“In addition, CONSULTANT agrees to provide the services related to the development of Objective Design Standards attached to this amendment as Attachment A.”

Section 2.

Section “IV. Payment” is revised in its entirety as follows:

“A. The City agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not be in excess of Three Hundred Sixty Two Thousand Three Hundred Fifty Eight Dollars (\$362,358) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by City in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit C.

Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000). Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice."

Section 3 Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the PSA remain unchanged and in full force and effect. In the event there is a conflict between the terms and provisions of this Amendment and the PSA as originally executed, the terms and provisions of this Amendment shall control.

Section 3. General Provisions.

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall

be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY

City of Sand City

CONSULTANT

EMC Planning Group, Inc

By: _____
Vibeke Norgaard
City Manager

By: _____
Michael Groves
Senior Principle

Attachment A

Scope of Work

Sand City - Objective Design Standards

Scope of Work

Objective Design Standards (ODS) empowers local jurisdictions to determine how future housing development is regulated. The State of California has removed many other regulatory tools. As an example; in Sand City the “use permit” process will no longer apply to multi-family housing projects. Therefore, the ODS will be the planning tool used to regulate housing development in the West End.

The approach is for EMC Planning Group and Crandall Arambula (Urban Design Architecture) to team on preparation, outreach and processing of the ODS with the City Council. The expected tasks are as follows:

Task A - Project Management

EMC Planning Group will manage the amended Housing Element contract with the City and manage the work preferred by Crandall Arambula as a Subconsultant to EMC Planning Group. EMC Planning Group will manage the contracts, schedule, work products and invoicing.

Task B – Project Review

EMC Planning Group will be responsible, along with the City Manager for review of the ODS for release to the City Council, stakeholders and public. Comments and edits will be provided before release of the ODS; and comments from the City Council, stake holders and the public review period.

Task C – Outreach

The City with assistance of EMC Planning Group and Crandall Arambula, will conduct a public outreach with the City Council to receive input and comments on the ODS. The public outreach component of the work scope is outlined in the Crandall Arambula scope attached hereto as Attachment D. The ODS will also be uploaded to the City’s website and made available at City Hall and the Seaside Public Library.

Task D – Objective Design Standards Adoption Process

EMC Planning Group will prepare a Staff Report, Resolution with appropriate findings and attach the Final Draft of the ODS for City Council consideration and approval. Once the public workshop is completed, City Council and the general public comments are received, the ODS's will be revised as appropriate for adoption by the City Council.

Subconsultant – Crandall Arambula

Crandall Arambula has a specialized skill set in preparing ODS for unique and eclectic cities like Sand City. They will be the primary preparers of the ODS for EMC Planning Group, City Manager and City Council review.

Attachment B

Budget Spreadsheet

Sand City ODS Budget Amendment #2							
Task	EMC Planning Group Inc.						Cumulative Cost
Staff	Senior Principal	Principal Planner	Associate Planner	Admin./ Production	Total Hours	Total Cost	
Billing Rate (Per Hour)	\$250.00	\$200.00	\$150.00	\$115.00			
Task A - Project Management		20.0			20.0	\$400.00	\$400.00
Task B - Project Review	1.0	10.0	16.0		27.0	\$4,650.00	\$5,050.00
Task C - Outreach		5.0	7.0		12.0	\$2,050.00	\$7,100.00
Task D - Objective Design Standards Adoption Process	1.0	15.0		6.0	22.0	\$3,940.00	\$11,040.00
Subtotal (Hours)	2.0	50.0	23.0	6.0	Total Hours	Total Cost	
Subtotal (Cost)	\$500.00	\$10,000.00	\$3,450.00	\$690.00	81.0	\$11,040.00	
Additional Costs							
Travel Costs		\$900.00					
Printing		\$231.30					
Administrative Overhead 15%		\$169.70					
Total		\$1,301.00					
Subconsultant Fees							
Crandall Arambula		\$69,580.00					
Subconsultant Overhead 15%		\$10,437.00					
Total		\$80,017.00					
Total Costs		\$92,358.00					

Attachment C

EMC Planning Group Fee Schedule



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals

Hourly Billing Rate

Senior Principal	\$275.00
Principal	\$250.00

Planners

Principal Planner	\$220.00
Senior Planner	\$195.00
Associate Planner	\$165.00
Assistant Planner	\$140.00

Biologists

Monitoring Rate

Principal Biologist	\$210.00	(\$150.00)
Senior Biologist	\$170.00	(\$130.00)
Associate Biologist	\$145.00	(\$120.00)
Assistant Biologist	\$125.00	(\$100.00)

Archaeologist

Registered Professional Archaeologist	\$145.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$140.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

Attachement D

Crandall Arambula
Objective Design Standards
Proposal

SAND CITY

OBJECTIVE DESIGN STANDARDS

CRANDALL ARAMBULA

URBAN DESIGN | ARCHITECTURE | PLANNING





OBJECTIVE DESIGN STANDARDS (ODS) PROJECT

PROJECT UNDERSTANDING

Crandall Arambula will provide Sand City with Objective Development Standards (ODS) that will be used to streamline review of development projects.

- Standards will address the West End district, located south of Tioga Avenue.
- The ODS will be consistent with the existing MU-P mixed use zone development standards for height, density, parking and other standards.

PROJECT INTENT

- Standards will regulate public realm, site, and building design.

MU-P Mixed Use Area of Sand City



- ODS will provide a menu of standards that are consistent with the West End's eclectic light industrial and residential character.

PROCESS AND TASKS

- The duration of the project will be approximately six months.
- Crandall Arambula will review existing policies, zoning ordinances, and West End Design Guidelines to identify design elements suitable for codification as ODS.
- Crandall Arambula will provide two drafts and one final ODS document.
- Crandall Arambula will provide meeting materials and facilitate one ODS open house meeting.
- Crandall Arambula will conduct a work session with the Sand City Design Review Committee.
- Crandall Arambula will assist in the presentation of the final ODS to City Council.

FEE

- Crandall Arambula's fee for the project will be \$69,580. The fee includes all labor, overhead, profit and direct costs.
- Additional services, if needed, will be negotiated.

DRAFT WORK SCOPE

Task 1. Project Management

Crandall Arambula shall meet ODS project staff, at a minimum, every month in person and via teleconference to coordinate logistics of the project and to give feedback to the Project team on the progress of work scope tasks. These meetings shall proactively identify potential impacts to project scope, schedule, or budget and discuss potential measures to resolve issues.

Crandall Arambula shall attend and provide summaries of online meetings conducted via Zoom or Teams, or similar platform as approved by the ODS Project Manager.

Task 1 Deliverables:

- Kick-off meeting and site reconnaissance memo.
- Finalized Project Work Scope schedule.
- Monthly invoicing with a description of tasks and project percent complete.

Task 2. Existing Sand City Guideline and Regulation Review

Crandall Arambula shall conduct a high-level review of Sand City's existing development guidelines and regulations, and permit procedures.

Task 2 Deliverables:

- Summary and Recommendation Memo

Task 3 Objective Development Standards

Crandall Arambula shall prepare an illustrated ODS that, at a minimum, shall address public realm, building and site design. Standards shall reflect the variety of street typologies, building frontage conditions, and architectural styles appropriate for the West End district and MU-P zone.

Two (2) drafts and one (1) final ODS document shall be provided.

- The first draft shall be an internal discussion draft for city staff to review.
- Once city comments have been incorporated, a second public review draft shall be prepared and released.
- After public comments are compiled, the ODS shall be updated as a final document for review by the Design Review Committee and City Council.
- The ODS shall be updated incorporating deliberative body comments.

Approach & Methods: Standards shall be presented in text, plan, elevation, and axonometric diagrams.

- Graphics shall be simple and free of extraneous material.
- Tables may be provided for all quantitative standards, allowing a side-by-side comparison for each element regulated by code.

Development standards may include:

- a. Public Realm Standards
 - Street typologies
 - Public realm landscaping, paving, etc.
- b. Site Design Standards, including the following topics:
 - Public realm setback requirements
 - Parking
 - Landscaping
 - Screening Walls and Fences
 - Utilities
 - Lighting
- c. Building Design Standards including the following topics:
 - Massing and Form
 - Roof Forms
 - Ground Floor Transparency Standards
 - Ground Floor Orientation and Entry Standards
- d. Architectural Element Standards
 - Window and Door Openings
 - Wall Color and Cladding Materials
 - Public Art (Murals)
 - Prohibited Materials

Testing

Crandall Arambula shall provide prototypical site and building plans to ensure the standards yield the intended development (2 maximum) - (1) industrial use; (1) residential use.

Task 3 Deliverables:

- Two (2) Draft ODS Documents
- Final ODS Document
- Prototypical Concepts (1) Industrial, (1) Residential

Task 4 Public Outreach and Communication

Approach & Methods: Public outreach shall include local stakeholder groups and citizen engagement via teleconference (Zoom, Teams, etc.) and in-person. Key groups to engage may include, but not limited to:

- Developers
- Renters and Homeowners
- Design Professionals
- The General Public
- Deliberative Bodies

Stakeholder meetings

One-on-One Stakeholder Meetings (up to three). The Crandall Arambula team will conduct one-on-one sessions (lasting a half-hour) during which key stakeholders and elected and appointed officials discuss their development and approval process issues in a candid environment.

Community Meetings

Crandall Arambula shall facilitate an open house to present the final Draft ODS, and gather feedback. For the engagement session, Crandall Arambula shall provide:

- **Multi-media Presentation.** Crandall Arambula shall use the appropriate visual aids such as Power-Point presentations, pictures, maps, diagrams, charts, and graphic displays. The presentation shall be cogent, entertaining, and free of planning jargon.
- **Educational Materials.** Crandall Arambula shall provide the necessary tools for making informed and educated choices. The tools shall include analysis of essential background information, best practice examples of project design, and local study area examples.
- **Survey.** Crandall Arambula shall provide all materials to collect stakeholder/public input.

Deliberative Body Presentations

- One study session with the Design Review Committee.
- One presentation to City Council.

Task 4 Deliverables:

- Public meeting presentation materials
- Meeting summaries
- Public meeting outreach materials



PROJECT SCHEDULE

Crandall Arambula shall complete all work tasks within six months of project initiation. The schedule below shall be finalized following the kickoff meeting.

PROJECT SCHEDULE						
WORK TASK	MONTH					
	1	2	3	4	5	6
TASK 1 - Project Management	NO	PMT	PMT	PMT	PMT	PMT
TASK 2 - Existing Carmel Guideline & Regulation Review						
TASK 3 - Objective Development Standards		Draft ODS	Staff Review	Draft Update	Public Comment	Final ODS
TASK 4 - Public Outreach & Communication		SM		PM	DR	CC

PMT Project Management Team Meeting

SM Stakeholder Meetings

PM Public Meetings

DR Design Review Committee

CC City Council

DRAFT FEE PROPOSAL

Crandall Arambula shall complete all work tasks including all labor, direct costs, profit and overhead for \$69,580.



Task 1 - Project Management			
Professional Staff	Hours	Rate	Amount
Don Arambula, Project Manager	12	\$ 216.00	\$ 2,592.00
Jonathan Konkol, Project Staff	18	\$ 110.00	\$ 1,980.00
Task 1 Subtotals:	30		\$ 4,572.00

Task 2 - Existing Local Policy & Regulation Review			
Professional Staff	Hours	Rate	Amount
Don Arambula, Project Manager	10	\$ 216.00	\$ 2,160.00
Jonathan Konkol, Project Staff	20	\$ 110.00	\$ 2,200.00
Task 2 Subtotals:	30		\$ 4,360.00

Task 3 - Objective Development Standards Toolkit			
Professional Staff	Hours	Rate	Amount
Don Arambula, Project Manager	120	\$ 216.00	\$ 25,920.00
Jonathan Konkol, Project Staff	220	\$ 110.00	\$ 24,200.00
Task 3 Subtotals:	340		\$ 50,120.00

Task 4 - Public Outreach & Communication			
Professional Staff	Hours	Rate	Amount
Don Arambula, Project Manager	18	\$ 216.00	\$ 3,888.00
Jonathan Konkol, Project Staff	24	\$ 110.00	\$ 2,640.00
Task 4 Subtotals:	42		\$ 6,528.00

Direct Costs			\$ 4,000.00
Total Fee			\$ 69,580.00



CRANDALL ARAMBULA

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www.ca-city.com

**AGENDA ITEM
9D.**

**Consideration and Approval for the
Cancellation of the September 19, 2023,
Regular City Council Meeting**