CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, MARCH 19, 2024

5:30 PM

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

City Council Regular Meeting - Tuesday, March 19, 2024
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.

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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. January 2024 Financial Report
Staff Report
January 2024 Cash Register Activity Report
January 2024 Cash Disbursements Report

6B. Approve a Resolution Honoring Mary L. Adams as the 2023 Monterey Peninsula Chamber of Commerce Ruth Vreeland Memorial Public Official of the Year
Resolution

6C. Approve a Resolution Honoring Clarissa Rowe as the 2023 Monterey Peninsula Chamber of Commerce 2023 Robert C. Littlefield Lifetime Achievement Award
Resolution

6D. Approve a Resolution Honoring Ron Johnson as the Monterey Peninsula Chamber of Commerce 2023 Community Impact Award
Resolution

6E. Approve a Resolution Honoring Mike Marotta, Jr. as the 2023 Monterey Peninsula Chamber of Commerce Citizen of the Year
Resolution

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

9. PUBLIC HEARING

10. NEW BUSINESS

10A. Discussion and Consideration of Planning, Building, and Engineering and Public Works Fee Schedule FY 2024-25

Staff Report

Exhibit A Fee Comparison

10B.

State Coastal Conservancy Coastal Trail Grant Agreement and EMC Planning Group Contract for Coastal Trail Planning

1. Approve a Resolution Approving the Grant of Funds From the State Coastal Conservancy to the City of Sand City for the Purpose of Planning the Sand City Coastal Trail and;
2. Approve a Resolution Authorizing the City Manager to Enter into a Contract with EMC Planning Group Inc. to Plan, Obtain Permits, and Conduct CEQA Review for Sand City's Coastal Trail Project.

Staff Report

Grant Application

Resolution-Grant Funds

Resolution-EMC Contract

Exhibit A EMC Contract

10C. Approve a Resolution Authorizing the Acquisition of Property at 501 Ortiz Avenue, and Authorize the City Manager to Execute a Purchase and Sale Agreement, Certificate of Acceptance, and Recordation of a Grant Deed

Staff Report

Resolution

10D. Consideration and Approval for the Cancellation of the April 2, 2024 Regular City Council Meeting

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

12. 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.

January 2024 Financial Report

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer Pope, Finance Manager
SUBJECT: January 2024 Financial Report
DATE: March 19, 2024

BACKGROUND/DISCUSSION:
Attached are the financial reports for the City of Sand City.

A. City of Sand City Reports

a. Cash Register Activity Report, January 2024 (Attachment 1)
Revenue total - **$774,378**

b. Cash Disbursement Report (Attachment 2)
Expenditure total - **$450,455**

NOTES TO THE FINANCIAL REPORT

Special City Notes for January 2024
Month End Cash Register Activity Report - special or major receipts for the month of January 2024 are listed below.

Date	Source	Amount	Description
1/3/2024	County of Monterey	$20,287.00	4th Quarter Vehicle License Fee
1/3/2024	County of Monterey	$44,602.91	4th Quarter Property Tax
1/3/2024	State of California	$46,537.57	Prop 1 Contra Costa Reimbursement
1/3/2024	State of California	$265,457.56	Tax In Lieu Sales Tax – October 2023
1/3/2024	State of California	$304,222.01	Transaction & Use Tax – October 2023

Month End Cash Disbursement Report - special or major expenses for the month of January 2024 are listed below.

Check #	Vendor Name	Amount	Description
39127	Meyers Nave	$20,552.30	City Attorney Services
39154	Graniterock	$36,765.00	Calabrese Park
39119	Harris & Associates	$40,415.00	Engineering Services
39152	EMC Planning	$43,573.87	Planning Services
39129	City of Monterey	$173,134.00	Fire Services

Transfers

Transfers are shown on the Month End Cash Register Activity Report; they are transfers from one bank account to another and should not be considered as a revenue or expenditure.

Date	Source	Amount	Description

There were no transfers in January 2024.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

1. Month End Cash Register Activity Report
2. Month End Cash Disbursement Report

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/03/24	29126	C	Mis	TOT01	TOT TAX	Db: 99 1001	1210.08
							NOV 2023- 506 BAY AVE- TOT		
							Receipt Date: 01/02/24 Check no 000177	Cr: 10 4034 00	
							HEATHER KASPAR		
							Issued..: T2 (SN) Jan 02 2024 01:50 pm Shannon Norton Total	1210.08	
			29127	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	2673.48
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 913170	Cr: 10 4025 00	
							Paid by: CENTRAL COAST COMMUNITY ENERGY		
							Issued..: T2 (SN) Jan 02 2024 01:55 pm Shannon Norton Total	2673.48	
			29128	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	7.15
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 001888	Cr: 10 4025 00	
							Paid by: GPT		
							Issued..: T2 (SN) Jan 02 2024 01:56 pm Shannon Norton Total	7.15	
			29129	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	142.77
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 018470	Cr: 10 4025 00	
							Paid by: CALPINE ENERGY SOLUTIONS		
							Issued..: T2 (SN) Jan 02 2024 01:57 pm Shannon Norton Total	142.77	
			29130	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	132.02
							NOV 2023 UUT GAS		
							Receipt Date: 01/02/24 Check no 018471	Cr: 10 4025 00	
							Paid by: CALPINE ENERGY SOLUTIONS		
							Issued..: T2 (SN) Jan 02 2024 01:58 pm Shannon Norton Total	132.02	
			29131	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	1.85
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 007589	Cr: 10 4025 00	
							Paid by: SPARK ENERGY GAS, LLC		
							Issued..: T2 (SN) Jan 02 2024 02:00 pm Shannon Norton Total	1.85	
			29132	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	1001.38
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 063088	Cr: 10 4025 00	
							Paid by: CONSTELLATION NEWENERGY		
							Issued..: T2 (SN) Jan 02 2024 02:01 pm Shannon Norton Total	1001.38	
			29133	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	.40
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 018616	Cr: 10 4025 00	
							Paid by: XOOM ENERGY		
							Issued..: T2 (SN) Jan 02 2024 02:03 pm Shannon Norton Total	.40	
			29134	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	41.22
							NOV 2023 UUT		
							Receipt Date: 01/02/24 Check no 122523	Cr: 10 4025 00	
							Paid by: TIGER NATURAL GAS INC		
							Issued..: T2 (SN) Jan 02 2024 02:04 pm Shannon Norton Total	41.22	
			29135	C	Mis	TOT01	TOT TAX	Db: 99 1001	520.59
							NOV 2023- 370 SHASTA ST UNIT A- TOT		
							Receipt Date: 01/02/24 Check no 032609	Cr: 10 4034 00	
							Paid by: VACASA SEASONALS INC		
							Issued..: T2 (SN) Jan 02 2024 02:05 pm Shannon Norton Total	520.59	
			29136	C	Mis	CSA01	CSA 74 EMS GRANT	Db: 99 1001	2500.00
							FY 23/24 CSA74 EMS GRANT		
							Receipt Date: 01/02/24 Check no 635654	Cr: 10 4836 08	
							Paid by: COUNTY OF MONTEREY		
							Issued..: T2 (SN) Jan 02 2024 02:19 pm Shannon Norton Total	2500.00	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/03/24	29137	C	Mis	TRA01	COUNTY/TRAFFIC	Db: 99 1001	26.41
							OCT 2023 TRAFFIC		
							Receipt Date: 01/02/24 Check no 635875	Cr: 35 4205 11	
					Mis	CRI01	CRIMINAL PC1463/CITY FINES	Db: 99 1001	196.11
							OCT 2023 TRAFFIC		
							Receipt Date: 01/02/24 Check no 635875	Cr: 10 4210 08	
					Mis	POC01	COUNTY/PROOF OF CORR	Db: 99 1001	6.60
							OCT 2023 TRAFFIC		
							Receipt Date: 01/02/24 Check no 635875	Cr: 35 4205 11	
					Mis	P172	1/2 TAX POLICE/PROP 172	Db: 99 1001	654.23
							OCT 2023 TRAFFIC		
							Receipt Date: 01/02/24 Check no 635875	Cr: 10 4330 08	
					Mis	REV	COUNTY/REV & RECOVERY	Db: 99 1001	48.31
							OCT 2023 TRAFFIC		
							Receipt Date: 01/02/24 Check no 635875	Cr: 10 4210 08	
							Paid by: COUNTY OF MONTEREY		
							Issued..: T2 (SN) Jan 02 2024 02:23 pm Shannon Norton Total	931.66	
			29138	C	Mis	REN01	RENTAL INCOME	Db: 99 1001	1699.59
							DEC 2023 CELL PHONE TOWER RENT		
							Receipt Date: 01/02/24 Check no 355858	Cr: 10 4740 00	
							Paid by: CC TM PA LLC		
							Issued..: T2 (SN) Jan 02 2024 02:35 pm Shannon Norton Total	1699.59	
			29139	C	Mis	TUT01	TRANSACTION/USE TAX	Db: 99 1001	304222.01
							OCT 2023 T/U TAX MEAS L		
							Receipt Date: 01/02/24 Check no 081188	Cr: 10 4032 00	
							Paid by: STATE OF CALIFORNIA		
							Issued..: T2 (SN) Jan 02 2024 02:42 pm Shannon Norton Total	304222.01	
			29140	C	Mis	TUT01	TRANSACTION/USE TAX	Db: 99 1001	105.39
							OCT 2023 T/U TAX		
							Receipt Date: 01/02/24 Check no 081189	Cr: 10 4032 00	
							Paid by: STATE OF CALIFORNIA		
							Issued..: T2 (SN) Jan 02 2024 02:43 pm Shannon Norton Total	105.39	
			29141	C	Mis	STAX	SALES TAX RECEIVED	Db: 99 1001	265457.56
							OCT 2023 TAX IN LIEU SALES TAX		
							Receipt Date: 01/02/24 Check no 081190	Cr: 10 4030 00	
							Paid by: STATE OF CALIFORNIA		
							Issued..: T2 (SN) Jan 02 2024 02:44 pm Shannon Norton Total	265457.56	
			29142	C	Mis	RMRA	ROAD MAINTENANCE & REHAB	Db: 99 1001	678.03
							NOV 2023 RMRA		
							Receipt Date: 01/02/24 Check no 069208	Cr: 37 4306 11	
							Paid by: STATE OF CALIFORNIA		
							Issued..: T2 (SN) Jan 02 2024 02:47 pm Shannon Norton Total	678.03	
			29144	C	Mis	WEST	WEST END REVENUE	Db: 99 1001	1000.00
							2024 WEST END SPONSORSHIP		
							Receipt Date: 01/03/24 Check no 064594	Cr: 10 4500 00	
							Paid by: AMERICAN WATER		
							Issued..: T2 (SN) Jan 03 2024 09:53 am Shannon Norton Total	1000.00	
			29145	C	Mis	WEST	WEST END REVENUE	Db: 99 1001	1500.00
							2024 WEST END SPONSORSHIP		
							Receipt Date: 01/03/24 Check no 064417	Cr: 10 4500 00	
							Paid by: AMERICAN WATER		
							Issued..: T2 (SN) Jan 03 2024 09:57 am Shannon Norton Total	1500.00	
			29146	C	Mis	SB138	GREENWASTE AB939/SB1383 FEES	Db: 99 1001	9915.57
							QUARTERLY DISBURSEMENT 12/19/23		
							Receipt Date: 01/03/24 Check no 017779	Cr: 10 4041 00	
							Paid by: GREENWASTE		
							Issued..: T2 (SN) Jan 03 2024 12:41 pm Shannon Norton Total	9915.57	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/03/24	29147	C	Mis	PROP1	PROP 1 SW - CONTRA COSTA	Db: 99 1001	46537.57
							WEST END SW CONTRA COSTA		
							Receipt Date: 01/03/24 Check no 083115	Cr: 10 4683 00	
							Paid by: STATE OF CALIFORNIA		
							Issued..: T2 (SN) Jan 03 2024 12:50 pm Shannon Norton Total	46537.57	
			29148	E	Mis	PAR02	SAND CITY PARKING	Db: 99 1001	40.00
							SC09696		
							Receipt Date: 01/03/24 Check no	Cr: 10 4221 08	
							Paid by: SERGIO NIETO		
							Issued..: T2 (SN) Jan 03 2024 01:53 pm Shannon Norton Total	40.00	
			29149	E	Mis	PAR02	SAND CITY PARKING	Db: 99 1001	40.00
							SC10577		
							Receipt Date: 01/03/24 Check no	Cr: 10 4221 08	
							Paid by: TAMMY DAVIS		
							Issued..: T2 (SN) Jan 03 2024 01:54 pm Shannon Norton Total	40.00	
			29150	E	Mis	ART01	ART PARK REVENUE	Db: 99 1001	300.00
							ART PARK USE		
							Receipt Date: 01/03/24 Check no	Cr: 10 4504 00	
							Paid by: SEAN ATEN-ENCHANTRIX		
							Issued..: T2 (SN) Jan 03 2024 01:58 pm Shannon Norton Total	300.00	
			29151	E	Mis	ENG01	ENGINEERING FEES	Db: 99 1001	950.00
							MOUNTAIN CASTCADE INC-1 WEST BAY ST-ENCROACHMENT		
							Receipt Date: 01/03/24 Check no	Cr: 10 4160 11	
							Paid by: MONTEREY ONE WATER		
							Issued..: T2 (SN) Jan 03 2024 02:00 pm Shannon Norton Total	950.00	
			29152	E	Mis	PLA01	PLAN CHECK FEE 4165	Db: 99 1001	525.00
							460 ELDER #1490		
							Receipt Date: 01/03/24 Check no	Cr: 10 4165 06	
							Paid by: GREG HAWTHORNE		
							Issued..: T2 (SN) Jan 03 2024 02:01 pm Shannon Norton Total	525.00	
			29153	E	Mis	PLA01	PLAN CHECK FEE 4165	Db: 99 1001	181.39
							2020 CALIFORNIA # 1533		
							Receipt Date: 01/03/24 Check no	Cr: 10 4165 06	
					Mis	BUI01	BUILDING PERMIT 4115	Db: 99 1001	279.06
							2020 CALIFORNIA # 1533		
							Receipt Date: 01/03/24 Check no	Cr: 10 4115 06	
					Mis	STR01	STRONG MOTION 2010	Db: 99 1001	3.64
							2020 CALIFORNIA # 1533		
							Receipt Date: 01/03/24 Check no	Cr: 10 2010	
					Mis	CBSC	CBSC FEE - SB1473	Db: 99 1001	1.00
							2020 CALIFORNIA # 1533		
							Receipt Date: 01/03/24 Check no	Cr: 10 2012	
							Paid by: 2020 CALIFORNIA		
							Issued..: T2 (SN) Jan 03 2024 02:05 pm Shannon Norton Total	465.09	
			29154	E	Mis	TOT01	TOT RENEWAL	Db: 99 1001	197.00
							1879 OCEAN VIEW AVE- TOT RENEWAL		
							Receipt Date: 01/03/24 Check no	Cr: 10 4034 00	
							Paid by: CATHERINE TOLLES		
							Issued..: T2 (SN) Jan 03 2024 02:08 pm Shannon Norton Total	197.00	
			29155	E	Mis	TOT01	TOT RENEWAL	Db: 99 1001	197.00
							10 PENDERGRASS- TOT RENEWAL		
							Receipt Date: 01/03/24 Check no	Cr: 10 4034 00	
							Paid by: MELISSA HILL		
							Issued..: T2 (SN) Jan 03 2024 02:09 pm Shannon Norton Total	197.00	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/03/24	29156	E	Mis	ENG01	ENGINEERING FEES	Db: 99 1001	475.00
							460 ELDER- ENCROACHMENT PERMIT		
							Receipt Date: 01/03/24 Check no	Cr: 10 4160 11	
							Paid by: GREG HAWTHORNE		
							Issued..: T2 (SN) Jan 03 2024 02:10 pm Shannon Norton Total	475.00	
			29157	E	Mis	SQU01	SQUARE FEES	Db: 99 1001	-109.89
							SQUARE FEE		
							Receipt Date: 01/03/24 Check no	Cr: 10 2116	
							Paid by: SQUARE FEE		
							Issued..: T2 (SN) Jan 03 2024 02:14 pm Shannon Norton Total	-109.89	
			29158	E	Mis	SQU01	SQUARE FEES	Db: 99 1001	-2.96
							SQUARE FEES		
							Receipt Date: 01/03/24 Check no	Cr: 10 2116	
							Paid by: SQUARE FEES		
							Issued..: T2 (SN) Jan 03 2024 02:25 pm Shannon Norton Total	-2.96	
			29159	E	Mis	PRO01	PROPERTY TAX- SECURED	Db: 99 1001	44602.91
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4005 00	
					Mis	PRO01	PROPERTY TAX- UNITARY	Db: 99 1001	3027.25
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4005 00	
					Mis	VLF	PROPERTY TAX VLF	Db: 99 1001	20287.00
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4012 00	
					Mis	PRO01	PROPERTY TAX- UNSECURED	Db: 99 1001	3836.91
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4005 00	
					Mis	HOPTR	HOPTR	Db: 99 1001	49.29
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4340 00	
					Mis	SB813	SB813 - SUPPLEMENTAL ROLL	Db: 99 1001	8882.87
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4015 00	
					Mis	PRI01	PRIOR YEAR TAX- SECURED	Db: 99 1001	923.59
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4010 00	
					Mis	MS	INTEREST	Db: 99 1001	421.88
							PROPERTY TAX OCT-DEC 2023		
							Receipt Date: 01/03/24 Check no	Cr: 10 4006 00	
							Paid by: COUNTY OF MONTEREY		
							Issued..: T2 (SN) Jan 03 2024 02:29 pm Shannon Norton Total	82031.70	
								Day 01/03/24 Total ---->	725386.26
		01/26/24	29160	E	Mis	PLA01	PLAN CHECK FEE 4165	Db: 99 1001	3662.34
							PLAN CHECK- 800 SCOTT ST #1534		
							Receipt Date: 01/09/24 Check no	Cr: 10 4165 06	
							Paid by: JOHN BENNETT		
							Issued..: T2 (SN) Jan 09 2024 11:57 am Shannon Norton Total	3662.34	
			29161	E	Mis	BL01	BUSINESS LICENSE	Db: 99 1001	50.00
							BUSINESS LICENSE NEW		
							Receipt Date: 12/31/23 Check no	Cr: 10 4055 00	
					Mis	CASP	BUSINESS LICENSE CASP FEE	Db: 99 1001	4.00
							Receipt Date: 12/31/23 Check no	Cr: 10 4033 00	
							Paid by: CSI CONSTRUCTION		
							Issued..: T2 (SN) Dec 31 2023 12:13 pm Shannon Norton Total	54.00	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/26/24	29162	C	Mis	CUP01	CONDITIONAL USE PERM	Db: 99 1001	500.00
							CONDITIONAL USE PERMIT- 398 SHASTA		
							Receipt Date: 01/07/24 Check no 008913	Cr: 10 4125 05	
							Paid by: JEFF REISDORF		
							Issued..: T2 (SN) Jan 07 2024 03:04 pm Shannon Norton Total		500.00
			29163	C	Mis	TOT01	TOT TAX	Db: 99 1001	258.00
							DEC 2023- 8 PENDERGRASS WAY- TOT		
							Receipt Date: 01/24/24 Check no 002245	Cr: 10 4034 00	
							Paid by: BRIAN LACKEY		
							Issued..: T2 (SN) Jan 24 2024 10:36 am Shannon Norton Total		258.00
			29164	C	Mis	TOT01	TOT TAX	Db: 99 1001	335.16
							DEC 2023- 1863 OCEAN VIEW AVE- TOT		
							Receipt Date: 01/24/24 Check no 007163	Cr: 10 4034 00	
							Paid by: MONTEREY BAY VACATION RENTALS		
							Issued..: T2 (SN) Jan 24 2024 10:46 am Shannon Norton Total		335.16
			29165	C	Mis	TOT01	TOT TAX	Db: 99 1001	976.80
							DEC 2023- 10 PENDERGRASS WAY-TOT		
							Receipt Date: 01/24/24 Check no 000107	Cr: 10 4034 00	
							Paid by: MELISSA HILL		
							Issued..: T2 (SN) Jan 24 2024 10:48 am Shannon Norton Total		976.80
			29166	C	Mis	TOT01	TOT TAX	Db: 99 1001	82.32
							DEC 2023- 448 ORANGE AVE- TOT		
							Receipt Date: 01/24/24 Check no 006659	Cr: 10 4034 00	
							Paid by: ALBERT SANCHEZ		
							Issued..: T2 (SN) Jan 24 2024 10:49 am Shannon Norton Total		82.32
			29167	C	Mis	TOT01	TOT TAX	Db: 99 1001	457.44
							DEC 2023- 436 ORANGE AVE-A,B,C- TOT		
							Receipt Date: 01/24/24 Check no 001055	Cr: 10 4034 00	
							Paid by: ANDREW BELLECI		
							Issued..: T2 (SN) Jan 24 2024 10:52 am Shannon Norton Total		457.44
			29168	C	Mis	TOT01	TOT TAX	Db: 99 1001	662.40
							DEC 2023- 1879 OCEAN VIEW AVE- TOT		
							Receipt Date: 01/24/24 Check no 000136	Cr: 10 4034 00	
							Paid by: WILLIAM TOLLES		
							Issued..: T2 (SN) Jan 24 2024 10:54 am Shannon Norton Total		662.40
			29169	C	Mis	TOT01	TOT TAX	Db: 99 1001	144.00
							DEC 2023- 418 ORANGE AVE- TOT		
							Receipt Date: 01/24/24 Check no 000301	Cr: 10 4034 00	
							Paid by: LEON ANDERLE		
							Issued..: T2 (SN) Jan 24 2024 10:55 am Shannon Norton Total		144.00
			29170	C	Mis	TOT01	TOT TAX	Db: 99 1001	351.00
							DEC 2023- 679 REDWOOD AVE UNTI D- TOT		
							Receipt Date: 01/24/24 Check no 001134	Cr: 10 4034 00	
							Paid by: BELLECI MEDIA PRODUCTIONS		
							Issued..: T2 (SN) Jan 24 2024 10:57 am Shannon Norton Total		351.00
			29171	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	11.82
							DEC 2023- UUT		
							Receipt Date: 01/24/24 Check no 001989	Cr: 10 4025 00	
							Paid by: GPT		
							Issued..: T2 (SN) Jan 24 2024 11:47 am Shannon Norton Total		11.82
			29172	C	Mis	UUT	UTILITY USERS TAX	Db: 99 1001	96.58
							DEC 2023-UUT		
							Receipt Date: 01/24/24 Check no 018695	Cr: 10 4025 00	
							Paid by: CALPINE ENERGY SOLUTIONS		
							Issued..: T2 (SN) Jan 24 2024 11:49 am Shannon Norton Total		96.58

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/26/24	29173	C	Mis	UUT	UTILITY USERS TAX DEC 2023- GAS UUT Receipt Date: 01/24/24 Check no 018696 Paid by: CALINE ENERGY SOLUTIONS Issued..: T2 (SN) Jan 24 2024 11:50 am Shannon Norton Total	Db: 99 1001 Cr: 10 4025 00	124.89 124.89
			29174	C	Mis	UUT	UTILITY USERS TAX DEC 2023- UUT Receipt Date: 01/24/24 Check no 019095 Paid by: VISTA ENERGY MARKETING LP Issued..: T2 (SN) Jan 24 2024 11:51 am Shannon Norton Total	Db: 99 1001 Cr: 10 4025 00 2.60	2.60
			29175	C	Mis	WEST	WEST END REVENUE WEST END SPONSORSHIP 2024 Receipt Date: 01/24/24 Check no 008771 Paid by: ARTS COUNCIL FOR MONTEREY COUNTY Issued..: T2 (SN) Jan 24 2024 11:58 am Shannon Norton Total	Db: 99 1001 Cr: 10 4500 00 5000.00	5000.00
			29176	C	Mis	UUT	UTILITY USERS TAX NOV 2023 UUT Receipt Date: 01/24/24 Check no 141297 Paid by: PG&E Issued..: T2 (SN) Jan 24 2024 12:00 pm Shannon Norton Total	Db: 99 1001 Cr: 10 4025 00 11444.13	11444.13
			29177	C	Mis	USB01	US BANK CAL CARD REBATE CREDIT CARD REBATE Receipt Date: 01/24/24 Check no 064984 Paid by: US BANK Issued..: T2 (SN) Jan 24 2024 12:13 pm Shannon Norton Total	Db: 99 1001 Cr: 10 4736 00 225.27	225.27
			29178	C	Mis	COPS	COPS GRANT FY 23/24 COPS ALLOCATION Receipt Date: 01/24/24 Check no 638939 Paid by: COUNTY OF MONTEREY Issued..: T2 (SN) Jan 24 2024 12:19 pm Shannon Norton Total	Db: 99 1001 Cr: 10 4069 08 8333.33	8333.33
			29179	C	Mis	02103	GAS TAX 2103 DEC 2024- HIGHWAY USERS TAX Receipt Date: 01/24/24 Check no 143994	Db: 99 1001 Cr: 31 4305 11	235.90
					Mis	02105	GAS TAX - 2105 31 DEC 2024- HIGHWAY USERS TAX Receipt Date: 01/24/24 Check no 143994	Db: 99 1001 Cr: 31 4305 11	171.64
					Mis	02106	GAS TAX - 2106 32 DEC 2024- HIGHWAY USERS TAX Receipt Date: 01/24/24 Check no 143994	Db: 99 1001 Cr: 31 4305 11	467.42
					Mis	02107	GAS TAX - 2107 33 DEC 2024- HIGHWAY USERS TAX Receipt Date: 01/24/24 Check no 143994 Paid by: STATE OF CALIFORNIA Issued..: T2 (SN) Jan 24 2024 12:29 pm Shannon Norton Total	Db: 99 1001 Cr: 31 4305 11 1115.30	240.34
			29180	C	Mis	SOU01	SOUTH OF TIOGA REIMBURSEMENTS REIMBURSEMENT FOR S OF TIOGA EXPENSES Receipt Date: 01/24/24 Check no 001000 Paid by: DBO DEVELOPMNET Issued..: T2 (SN) Jan 24 2024 12:46 pm Shannon Norton Total	Db: 99 1001 Cr: 10 4530 00 11706.21	11706.21
			29181	C	Mis	REV	COUNTY/REV & RECOVERY NOV 2023 TRAFFIC Receipt Date: 01/24/24 Check no 640106	Db: 99 1001 Cr: 10 4210 08	260.61
					Mis	CRI01	CRIMINAL PC1463/CITY FINES NOV 2023 TRAFFIC Receipt Date: 01/24/24 Check no 640106	Db: 99 1001 Cr: 10 4210 08	33.37

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/26/24	29181	C					
					Mis	P172	1/2 TAX POLICE/PROP 172	Db: 99 1001	229.53
							NOV 2023 TRAFFIC		
							Receipt Date: 01/24/24 Check no 640106	Cr: 10 4330 08	
							Paid by: COUNTY OF MONTEREY		
							Issued..: T2 (SN) Jan 24 2024 12:50 pm Shannon Norton Total	523.51	
			29182	C	Mis	POL01	POLICE REPORT 4560	Db: 99 1001	10.00
							SA2300450		
							Receipt Date: 01/24/24 Check no 152111	Cr: 10 4560 08	
							Paid by: LEXIS NEXIS		
							Issued..: T2 (SN) Jan 24 2024 12:58 pm Shannon Norton Total	10.00	
			29183	C	Mis	POL01	POLICE REPORT 4560	Db: 99 1001	10.00
							SA2300459		
							Receipt Date: 01/24/24 Check no 803552	Cr: 10 4560 08	
							Paid by: METROPOLITAN REPORTING BUREAU		
							Issued..: T2 (SN) Jan 24 2024 01:00 pm Shannon Norton Total	10.00	
			29184	C	Mis	POL01	POLICE REPORT 4560	Db: 99 1001	10.00
							SA2300523		
							Receipt Date: 01/24/24 Check no 129711	Cr: 10 4560 08	
							Paid by: LEXIS NEXIS		
							Issued..: T2 (SN) Jan 24 2024 01:01 pm Shannon Norton Total	10.00	
			29185	C	Mis	VEHR	VEHICLE RELEASE	Db: 99 1001	95.00
							SG2300517		
							Receipt Date: 01/24/24 Check no	Cr: 10 4211 08	
							Paid by: MARY VALENNELA		
							Issued..: T2 (SN) Jan 24 2024 01:03 pm Shannon Norton Total	95.00	
			29186	C	Mis	POL01	POLICE REPORT 4560	Db: 99 1001	10.00
							SA2300462		
							Receipt Date: 01/24/24 Check no	Cr: 10 4560 08	
							Paid by: MAUSUI REYNAGA		
							Issued..: T2 (SN) Jan 24 2024 01:04 pm Shannon Norton Total	10.00	
			29188	E	Mis	ENG01	ENGINEERING FEES	Db: 99 1001	1900.00
							ENCHROACHMENT PERMIT		
							Receipt Date: 01/24/24 Check no	Cr: 10 4160 11	
							Paid by: COMCAST 801 TIOGA AVE		
							Issued..: T2 (SN) Jan 24 2024 03:17 pm Shannon Norton Total	1900.00	
			29190	E	Mis	BL01	BUSINESS LICENSE	Db: 99 1001	154.00
							BUSINESS LICENSE NEW		
							Receipt Date: 01/24/24 Check no	Cr: 10 4055 00	
							Paid by: DURAN AND VENABLES INC		
							Issued..: T2 (SN) Jan 24 2024 03:21 pm Shannon Norton Total	154.00	
			29191	E	Mis	BL01	BUSINESS LICENSE	Db: 99 1001	50.00
							BUSINESS LICENSE -ONE TIME		
							Receipt Date: 01/24/24 Check no	Cr: 10 4055 00	
					Mis	CASP	BUSINESS LICENSE CASP FEE	Db: 99 1001	4.00
							Receipt Date: 01/24/24 Check no	Cr: 10 4033 00	
							Paid by: SEATEC UDERGROUND UTILITIES		
							Issued..: T2 (SN) Jan 24 2024 03:23 pm Shannon Norton Total	54.00	
			29192	C	Mis	BL01	BUSINESS LICENSE	Db: 99 1001	615.84
							BUSINESS LICENSE RENEWAL		
							Receipt Date: 01/24/24 Check no 001635	Cr: 10 4055 00	
					Mis	CASP	BUSINESS LICENSE CASP FEE	Db: 99 1001	4.00
							Receipt Date: 01/24/24 Check no 001635	Cr: 10 4033 00	
							Paid by: SAND CITY FLOORS INC		
							Issued..: T2 (SN) Jan 24 2024 03:34 pm Shannon Norton Total	619.84	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	01-24	01/26/24	29193	C	Mis	TOT01	TOT TAX	Db: 99 1001	197.00
							2024 STR RENEWAL 8 PENDERGRASS		
							Receipt Date: 01/24/24 Check no 002246	Cr: 10 4034 00	
							Paid by: BRIAN LACKEY		
							Issued..: T2 (SN) Jan 24 2024 04:40 pm Shannon Norton Total	197.00	
			29194	E	Mis	SQU01	SQUARE FEES	Db: 99 1001	-212.32
							SQUARE FEE		
							Receipt Date: 01/25/24 Check no	Cr: 10 2116	
							Paid by: SQUARE FEE		
							Issued..: T2 (SN) Jan 25 2024 10:27 am Shannon Norton Total	-212.32	
			29195	E	Mis	PAR02	SAND CITY PARKING	Db: 99 1001	40.00
							SC10582		
							Receipt Date: 01/26/24 Check no	Cr: 10 4221 08	
							Paid by: MAURICIO SORIA CISNEOS		
							Issued..: T2 (SN) Jan 26 2024 01:32 pm Shannon Norton Total	40.00	
			29196	E	Mis	PAR02	SAND CITY PARKING	Db: 99 1001	40.00
							SC09889		
							Receipt Date: 01/26/24 Check no	Cr: 10 4221 08	
							Paid by: STEFANIE LUCERO		
							Issued..: T2 (SN) Jan 26 2024 01:33 pm Shannon Norton Total	40.00	
			29197	E	Mis	SQU01	SQUARE FEES	Db: 99 1001	-3.10
							SQUARE FEE		
							Receipt Date: 01/26/24 Check no	Cr: 10 2116	
							Paid by: SQUARE FEE		
							Issued..: T2 (SN) Jan 26 2024 01:33 pm Shannon Norton Total	-3.10	
								Day 01/26/24 Total ---->	48991.52
								Period 01-24 Total ---->	774377.78
								Register 000 Total ---->	774377.78
								Total of All Registers ---->	774377.78

Register Activity Report
For Period: 01-24

Reg	Period	Date	[A] - Cash	[B] - Non-Cash	[C] - E.F.T.	[A]+[B]+[C]
000	01-24	01/03/24	640,278.32	0.00	85,107.94	725,386.26
000	01-24	01/26/24	43,302.60	0.00	5,688.92	48,991.52
	01-24 Total -->		683,580.92	0.00	90,796.86	774,377.78
000 Total --------->			683,580.92	0.00	90,796.86	774,377.78
Report Total ------>			683,580.92	0.00	90,796.86	774,377.78

Period	Check Number	Check Date	Vendor # (Name)	Gross Amount	Check Description
24-Jan	39099	1/12/2024	4LE01 (4LEAF, INC.)	13,758.01	Automatic Generated Check
	39100	1/12/2024	AFL01 (AFLAC)	697.4	Automatic Generated Check
	39101	1/12/2024	ALA04 (ALHAMBRA)	109.89	Automatic Generated Check
	39102	1/12/2024	ASC01 (AMERICAN SUPPLY CO)	129.68	Automatic Generated Check
	39103	1/12/2024	ATT05 (AT&T MOBILITY)	511.94	Automatic Generated Check
	39104	1/12/2024	AVA01 (AVAYA, INC)	227.07	Automatic Generated Check
	39105	1/12/2024	BAR01 (FOSTER & FOSTER, INC.)	2,500.00	Automatic Generated Check
	39106	1/12/2024	BUS05 (JEFF BUSHNELL)	209.06	Automatic Generated Check
	39107	1/12/2024	CAL01 (CAL-AM WATER)	667.75	Automatic Generated Check
	39108	1/12/2024	CAL15 (CALIFORNIA CONSULTING, INC.)	4,250.00	Automatic Generated Check
	39109	1/12/2024	CBS02 (CANON SOLUTIONS AMERICA, INC.)	120.52	Automatic Generated Check
	39110	1/12/2024	COA07 (MONTEREY COUNTY WEEKLY)	1,244.00	Automatic Generated Check
	39111	1/12/2024	COM11 (COMCAST)	47.44	Automatic Generated Check
	39112	1/12/2024	COR01 (CORBIN WILLITS SYSTEMS)	256.05	Automatic Generated Check
	39113	1/12/2024	COR05 (CORODATA RECORDS MANAGEMENT, INC.)	2,871.45	Automatic Generated Check
	39114	1/12/2024	CSM01 (CSMFO MONTEREY BAY CHAPTER)	135	Automatic Generated Check
	39115	1/12/2024	ELK01 (ELKS LODGE)	7,600.00	Automatic Generated Check
	39116	1/12/2024	EMC02 (EMC PLANNING GROUP, INC.)	3,280.96	Automatic Generated Check
	39117	1/12/2024	EXP04 (EXPRESS PRINTING)	881.94	Automatic Generated Check
	39118	1/12/2024	GHD01 (GHD INC.)	1,577.00	Automatic Generated Check
	39119	1/12/2024	HAR06 (HARRIS & ASSOCIATES, INC.)	40,415.00	Automatic Generated Check
	39120	1/12/2024	HDL03 (HINDERLITER, DE LLAMAS & ASSOCIATES)	1,916.56	Automatic Generated Check
	39121	1/12/2024	LCW01 (LIEBERT CASSIDY WHITMORE)	645	Automatic Generated Check
	39122	1/12/2024	LIN01 (LINGO)	137.89	Automatic Generated Check
	39123	1/12/2024	MAL01 (MALLORY SAFETY AND SUPPLY, LLC)	764.75	Automatic Generated Check
	39124	1/12/2024	MBA01 (MONTEREY BAY AREA SELF INSURANCE FUND)	979	Automatic Generated Check
	39125	1/12/2024	MBT01 (MONTEREY BAY TECHNOLOGIES, INC.)	2,700.00	Automatic Generated Check
	39126	1/12/2024	MCV01 (MONT. COUNTY CONVENTION)	2,000.00	Automatic Generated Check
	39127	1/12/2024	MEY01 (MEYERS NAVE, A PROFESSIONAL CORPORATION)	20,552.30	Automatic Generated Check
	39128	1/12/2024	MOB02 (MCGRATH RENTCORP)	499.31	Automatic Generated Check
	39129	1/12/2024	MON02 (CITY OF MONTEREY)	173,134.00	Automatic Generated Check
	39130	1/12/2024	OFF03 (ODP BUSINESS SOLUTIONS)	510.42	Automatic Generated Check
	39131	1/12/2024	PET01 (PETTY CASH - CASHED BY SHANNON NORTON)	94.12	Automatic Generated Check
	39132	1/12/2024	PGE01 (PACIFIC GAS & ELECTRIC)	3,953.36	Automatic Generated Check
	39133	1/12/2024	REN01 (RENTAL DEPOT - MONTEREY)	295	Automatic Generated Check
	39134	1/12/2024	RGS01 (REGIONAL GOVERNMENT SERVICES)	11,754.16	Automatic Generated Check
	39135	1/12/2024	SAN01 (SAND CITY POLICE OFFICERS)	2,840.00	Automatic Generated Check
	39136	1/12/2024	STA03 (STAR SANITATION, LLC)	813	Automatic Generated Check
	39137	1/12/2024	STU02 (STURDY OIL COMPANY)	1,146.45	Automatic Generated Check
	39138	1/12/2024	SWR01 (SWRCB ACCOUNTING OFFICE)	8,431.00	Automatic Generated Check
	39139	1/12/2024	VER01 (VERIZON WIRELESS)	127.36	Automatic Generated Check
	39140	1/12/2024	WEE01 (MARY ANN WEEMS)	266.27	Automatic Generated Check
	39141	1/31/2024	AME10 (ARAMARK)	763.14	Automatic Generated Check
	39142	1/31/2024	ATT01 (AT & T)	202.72	Automatic Generated Check
	39143	1/31/2024	ATT05 (AT&T MOBILITY)	542.93	Automatic Generated Check
	39144	1/31/2024	AVA01 (AVAYA, INC)	227.07	Automatic Generated Check
	39145	1/31/2024	BCM01 (BCM ONE, INC.)	644.55	Automatic Generated Check
	39146	1/31/2024	CHA04 (CALIFORNIA HIGHWAY)	700	Automatic Generated Check
	39147	1/31/2024	CLE01 (CALIFORNIA LAW)	593	Automatic Generated Check
	39148	1/31/2024	COM11 (COMCAST)	520.21	Automatic Generated Check

	39149	1/31/2024	COR04 (CORODATA SHREDDING, INC.)	59	Automatic Generated Check
	39150	1/31/2024	COR05 (CORODATA RECORDS MANAGEMENT, INC.)	52.95	Automatic Generated Check
	39151	1/31/2024	CSD01 (CALIFORNIA STATE DISBURSEMENT UNIT)	385	Automatic Generated Check
	39152	1/31/2024	EMC02 (EMC PLANNING GROUP, INC.)	43,573.87	Automatic Generated Check
	39153	1/31/2024	GAT02 (HOPE SERVICES)	5,650.03	Automatic Generated Check
	39154	1/31/2024	GRA02 (GRANITEROCK CO # 29137)	36,765.00	Automatic Generated Check
	39155	1/31/2024	HDL01 (HDL COREN & CONE)	1,260.00	Automatic Generated Check
	39156	1/31/2024	HOM01 (HOME DEPOT CREDIT SERVICE)	726.81	Automatic Generated Check
	39157	1/31/2024	HUM02 (HUMANA INSURANCE COMPANY)	4,049.56	Automatic Generated Check
	39158	1/31/2024	LEH01 (LEHR)	6,283.82	Automatic Generated Check
	39159	1/31/2024	LIN01 (LINGO)	137.89	Automatic Generated Check
	39160	1/31/2024	LOC01 (LEAGUE OF CALIFORNIA CITIES)	239	Automatic Generated Check
	39161	1/31/2024	MBP03 (MONTEREY BAY PEST CONTROL)	130	Automatic Generated Check
	39162	1/31/2024	MRW02 (MRWMD)	607.49	Automatic Generated Check
	39163	1/31/2024	PBC01 (PITNEY BOWES)	581.43	Automatic Generated Check
	39164	1/31/2024	PET01 (PETTY CASH - CASHED BY SHANNON NORTON)	127.18	Automatic Generated Check
	39165	1/31/2024	PGE01 (PACIFIC GAS & ELECTRIC)	3,138.94	Automatic Generated Check
	39166	1/31/2024	PUB01 (PUBLIC STORAGE)	430	Automatic Generated Check
	39167	1/31/2024	QPC01 (QUALITY PRINT & COPY)	361.24	Automatic Generated Check
	39168	1/31/2024	RGS01 (REGIONAL GOVERNMENT SERVICES)	8,154.88	Automatic Generated Check
	39169	1/31/2024	SIG01 (SIGN WORKS CUSTOM SIGNS)	1,240.81	Automatic Generated Check
	39170	1/31/2024	SPC01 (SPCA)	184	Automatic Generated Check
	39171	1/31/2024	STU02 (STURDY OIL COMPANY)	1,865.40	Automatic Generated Check
	39172	1/31/2024	SUN02 (SUN LIFE FINANCIAL)	379.59	Automatic Generated Check
	39173	1/31/2024	USB01 (U.S. BANK CORPORATE PAYMENT SYSTEMS)	14,356.65	Automatic Generated Check
	39174	1/31/2024	VER01 (VERIZON WIRELESS)	127.4	Automatic Generated Check
	39175	1/31/2024	WIN02 (WINNERS)	15	Automatic Generated Check
AD1223		1/5/2024	ADP01 (ADP, INC)	328.35	DEC 2023 ADP PAYROLL FEES

			Total for Bank Account 1001 ----->	450,455.02	

			Grand Total of all Bank Accounts ----->	450,455.02	
				==========	

AGENDA ITEM
6B.

Approve a Resolution Honoring Mary L. Adams as the 2023 Monterey Peninsula Chamber of Commerce Ruth Vreeland Memorial Public Official of the Year

CITY OF SAND CITY
RESOLUTION SC 24-___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING MARY L. ADAMS AS THE 2023 MONTEREY PENINSULA CHAMBER OF COMMERCE RUTH VREELAND MEMORIAL PUBLIC OFFICIAL OF THE YEAR.

WHEREAS, since 1963, the Monterey Peninsula Chamber of Commerce (MPCC) has awarded distinguished members of our community—who have embodied an overall love of the Monterey Peninsula community, who have had a positive impact on the business community, and who have demonstrated community leadership to the citizens of the Monterey Peninsula—with Ruth Vreeland Memorial Public Official of the Year, recognizing their good works and accomplishments that have enriched the Peninsula's quality of life; and

WHEREAS, Mary L. Adams proudly serves the County of Monterey Board of Supervisors since being elected in 2016. Representing the dynamic Fifth District, she has shown an unwavering commitment to advocating for her constituents; and

WHEREAS, Mary L. Adams has dedicated the last four decades of her life to public service by navigating the intricate landscape of governance, from local to international spheres; and

WHEREAS, in her role as Supervisor, Mary L. Adams has spearheaded initiatives spanning disaster relief, economic resurgence, prudent land management, and innovative strategies to tackle the pressing issues of housing and homelessness; and

WHEREAS, prior to her tenure as Supervisor, Mary L. Adams served the President and CEO of United Way Monterey County for 14 years. Her pivotal role endowed her with a panoramic perspective of the county's needs and challenges and was marked by a transformative vision and an unwavering commitment to social justice, laying the groundwork for inclusive progress, and equitable growth across the region; and

WHEREAS, prior to her tenure at United Way, Mary L. Adams held key leadership positions at renown organizations such as the American Cancer Society and the American Heart Association. She orchestrated impactful campaigns that not only safeguarded vital funding for public health programs but also precipitated a significant decline in tobacco-related illnesses and fatalities throughout California; and

WHEREAS, Mary L. Adams has not chosen reelection, opting to embrace new horizons by traversing the globe, lending her expertise to disaster relief efforts, and indulging in the simple pleasures of reconnecting with cherished friends and the literary treasures she once set aside.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby congratulate **Mary L. Adams** upon her selection as the **2023 Monterey Peninsula Chamber of Commerce Ruth Vreeland Memorial Public Official of the Year.**

PASSED AND ADOPTED by the City Council of the City of Sand City this 19th, day of March, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
6C.

Approve a Resolution Honoring Clarissa Rowe as the 2023 Monterey Peninsula Chamber of Commerce 2023 Robert C. Littlefield Lifetime Achievement Award

CITY OF SAND CITY
RESOLUTION SC 24-___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING CLARISSA ROWE AS THE 2023 MONTEREY PENINSULA CHAMBER OF COMMERCE 2023 ROBERT C. LITTLEFIELD LIFETIME ACHIEVEMENT AWARD

WHEREAS, since 1963, the Monterey Peninsula Chamber of Commerce (MPCC) has awarded distinguished members of our community—who have embodied an overall love of the Monterey Peninsula community, who have had a positive impact on the business community, and who have demonstrated community leadership to the citizens of the Monterey Peninsula—with 2023 Robert C. Littlefield Lifetime Achievement Awards recognizing their good works and accomplishments that have enriched the Peninsula's quality of life; and

WHEREAS, Clarissa Rowe was born and raised in the Paso Robles area, moving to the Monterey Peninsula over 30 years ago for Great Western Bank; and

WHEREAS, since 2016 Clarissa Rowe has served as the Vice President of Community Relations at Monterey County Bank; and

WHEREAS, the readers of the Monterey County Weekly have voted Clarissa Rowe BEST BANKER for two years in a row; and

WHEREAS, Clarissa Rowe stays involved with the community in numerous ways, including serving multiple Board terms for the Pacific Grove, Carmel, and Monterey Peninsula Chambers of Commerce. She currently serves as the Chair of the Carmel Chamber Board, and previously served three years as the first woman Chair in 20 years for the Pacific Grove Chamber. Clarissa has also served as Membership Chair of the Pacific Grove Rotary Board for three years and has served the Monterey Peninsula Chamber of Commerce Board as it's Finance Chair, and then Membership Chair; and

WHEREAS, Clarissa Rowe is married to her husband, retired Homicide Investigator and Police Captain, Allen. Together they have two beautiful stepdaughters, five grandchildren, and a niece.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby congratulate **Clarissa Rowe** upon her selection as the **2023 Monterey Peninsula Chamber of Commerce, Robert C. Littlefield Lifetime Achievement Award.**

PASSED AND ADOPTED by the City Council of the City of Sand City this 19th, day of March, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
6D.

Approve a Resolution Honoring Ron Johnson as the Monterey Peninsula Chamber of Commerce 2023 Community Impact Award

CITY OF SAND CITY
RESOLUTION SC 24-___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING RON JOHNSON AS THE MONTEREY PENINSULA CHAMBER OF COMMERCE 2023 COMMUNITY IMPACT AWARD

WHEREAS, since 2023, the Monterey Peninsula Chamber of Commerce (MPCC) has awarded distinguished members of our community—who either in the course of their jobs, or during their lives - enhance the well-being of the community, have embodied an overall love of the Monterey Peninsula community, who as great communicators and adept relationship builders have demonstrated community leadership to the citizens of the Monterey Peninsula—with the 2023 Community Impact Award recognizing their good works and accomplishments that have enriched the Peninsula's and regions quality of life; and

WHEREAS, Ron Johnson attended Monterey Peninsula College before transferring to California University, Long Beach, where he earned his bachelor's degree in Business Management; and

WHEREAS, being a two-sport athlete (football and track & field), Ron Johnson was drafted as a wide receiver in the 7th round by the Seattle Seahawks in 1981. After being one of the team's final cuts, he signed with the Hamilton Tiger-Cats (1981-84) of the Canadian Football League. He was an Eastern All-Star for 3 seasons and played in the Grey Cup in 1984. In 1985, Ron Johnson signed as a free agent with the Philadelphia Eagles where he played for 5 seasons under then head coach, Buddy Ryan; and

WHEREAS, Ron Johnson retired from football in 1990 and became an investment advisor for a securities firm in Carmel. He remained in that industry for 2 years before following his true passion; working with youth; and

WHEREAS, Ron Johnson currently serves as President & CEO for Boys & Girls Clubs of Monterey County, which he's been with since 1992. He became involved with the club due to his enjoyment working with young people and wanting to have a positive influence on their lives; and

WHEREAS, Ron currently serves as a Trustee at Stevenson School. He has also served as Chair of United Way Monterey County and was a Trustee at All Saints Episcopal Day School. He spends much of his time supporting programs that benefit youth. Ron Johnson served on the President's Council at California State University Monterey Bay where he was named as a Distinguished Fellow in 1994. He received a 2020 Legacy of Leadership Award from the Salinas Chamber of Commerce and was selected as a member of the 2017 Class of the Junior Achievement Monterey Bay Business Hall of Fame; and

WHEREAS, Ron Johnson and his wife Lynn are the proud parents of two sons, Wesley, age 25 and Evan, age 20. They reside in Monterey.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby congratulate **Ron Johnson** upon his selection as the **Monterey Peninsula Chamber of Commerce 2023 Community Impact Award.**

PASSED AND ADOPTED by the City Council of the City of Sand City this 19th, day of March, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
6E.

Approve a Resolution Honoring Mike Marotta, Jr. as the 2023 Monterey Peninsula Chamber of Commerce Citizen of the Year

CITY OF SAND CITY
RESOLUTION SC 24-___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING MIKE MAROTTA, JR. AS THE 2023 MONTEREY PENINSULA CHAMBER OF COMMERCE CITIZEN OF THE YEAR

WHEREAS, since 1963, the Monterey Peninsula Chamber of Commerce (MPCC) has awarded distinguished members of our community—who have embodied an overall love of the Monterey Peninsula community, who have had a positive impact on the business community, and who have demonstrated community leadership to the citizens of the Monterey Peninsula—with 2023 Citizen of the Year recognizing their good works and accomplishments that have enriched the Peninsula's quality of life;

WHEREAS, Mike Marotta, Jr. is a 2nd generation Italian American born and raised in Monterey. He attended San Carlos Elementary School, Junipero Memorial High School, Monterey Peninsula College, and San Jose State; and

WHEREAS, Mike Marotta, Jr. has practiced music professionally since he formed his first band in 1967. Through his music he has given great joy and helped raise large amounts of money for organizations including the Salvation Army, Meals on Wheels, The Living Breath Foundation, the American Cancer Society, the Italian Heritage Society (where is a past honoree), and many more. Mike Marotta, Jr. continues to perform his accordion today, alongside his musical friends; and

WHEREAS, Mike Marotta, Jr. has served on the Festa Italia board, where he performs every year, features local talent, and acts as entertainment director. He has also served on the board for the Monterey County Peace Officers Association, the Old Monterey Business Association as past president, the North Fremont Business Association, the Paisano Club (where he was honored as Paisano of the year), the Pacheco Club as past president, The Salvation Army, Meals on Wheels, and the Parks and Rec Commission for the City of Monterey for 16 years; and

WHEREAS, Mike Marotta, Jr. is the managing partner for Marotta Properties, and oversees investing, leasing, managing, and landlord duties; and

WHEREAS, Mike Marotta, Jr. is married to his wonderful wife Laurel, and they have 3 children, Kristi, Rachel, and Michael, and eight grandchildren. They all reside on the Monterey Peninsula and family is his greatest joy.

WHEREAS, Mike Marotta, Jr.'s greatest happiness comes from watching his grandkids perform, whether it be musically, sports, or drama. Mike Marotta, Jr.'s greatest passion is to play music and make people happy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby congratulates **Mike Marotta, Jr.** upon his selection as the **2023 Monterey Peninsula Chamber of Commerce, Citizen of the Year.**

PASSED AND ADOPTED by the City Council of the City of Sand City this 19th, day of March, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
10A.

Discussion and Consideration of Planning, Building, and Engineering and Public Works Fee Schedule FY 2024-25

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Anastazia Aziz, AICP
SUBJECT: Planning, Building and Engineering and Public Works Fee Schedule FY 2024-25
DATE: March 19, 2024

BACKGROUND/DISCUSSION:
A Draft Master Fee Schedule, Fiscal Year (FY) 2024-25 was presented to Council Members at the January 16th, 2024 City Council meeting for preliminary review and discussion. Following the initial review, Council Members requested additional information regarding the City's subsidized cost in relation to the existing fees.

On February 20, 2024 the City Council was presented with a breakdown of the City's current fees in comparison to the proposed cost recovery fees for FY 2024-25. Additionally, an estimate of the subsidized cost incurred by the City if the fees were to remain the same was also included.

Council directed staff to provide a Fee Schedule comparison between a 50% reduction of Cost Recovery fees and a 50% increase of current fees dating from 1997, 2015, and 2017.

50% Reduction of Cost Recovery fees and a 50% Increase of Current Fees
Some fees are approaching parity with this current iteration including combination building permits up to $9,000, short-term rental renewal applications and engineering inspection fees; however, the Engineering Map fees under the 50% increase of the Current Fee are now much higher for a number of application types.

The Fee Schedule also identifies a number of applications with a footnote where a Reimbursement Agreement should be considered given the broad scope of work associated with the application like Planning Legislative Amendments and EIRs and Negative Declarations. This would allow the City to charge additional fees for more complex projects such as large commercial or residential applications.

Grading permit fees were included with Single Building Permit fees and a 75% fee cost reduction is included for affordable housing projects.

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

FISCAL IMPACT:
Land use entitlement permit fee revenue will continue to be allocated to the General Fund and the fiscal impact to the fund will vary depending on the number of permits issued each fiscal year. Increasing the permit fees will have a positive impact to the General Fund revenue and will reduce the current City subsidies to the land use entitlement permit process. The consultant team that processes planning, building, engineering and public works permits for the City are paid out of the General Fund.

RECOMMENDATION:
Discuss and provide direction regarding the proposed revised fees for permits including whether the City wishes to adjust the fees annually in accordance with the annual Consumer Price Index (CPI). This item will return to Council for approval of a resolution at a subsequent Council meeting.

Potential recommendations include:

- Accept current fees with an increase of 50%;
- Accept cost recovery fees with a decrease of 50%;
- Retain the current fees and continue to use the General Fund to subsidize planning building, engineering, and public works permits at current rates; or
- Other direction.

ATTACHMENTS:

1. Exhibit A Fee Comparison

Exhibit A- Comparison between 50% of Cost Recovery Fees and Current Fees (1997, 2015, 2017) Increased by 50%

Planning Department Fees

Permit	50% of Cost Recovery Fee	Current Fee 50% Increase
ADMINISTRATIVE LAND USE APPROVALS AND ZONING PERMITS		
Zoning Compliance Statement	$350.00	$150.00
Home Occupation Permit	$350.00	$150.00
Temporary Use Permit	$525.00	$150.00
DISCRETIONARY LAND USE PERMITS		
Conditional Use Permit[1]	$1,400.00	$750.00
Coastal Development Permit[1]	$1,575.00	$750.00
Site Plan Review	$350.00	$750.00
Variance	$962.50	$750.00
Planned Unit Development[1]	$962.50	$750.00
Combining Multiple Permits	Sum of All Fees that Apply	Sum of All Fees that Apply
Appeal of Permit	$700.00	$750.00
Amendment of Permit	50% of base permit fee	$750.00
Special Event Permit	$1,050.00	$750.00
DESIGN PERMITS		
Architectural Review by Design Review Committee	$700	$150.00
Master Sign Program	$1,050	$150.00
Individual Sign Permit	$350	$75.00
ENVIRONMENTAL REVIEW*		
Environmental Impact Report (EIR)[1]	Initial 50% deposit of the cost	$3,000.00
Negative Declaration (Initial Study)[1]	Initial 50% deposit of the cost	$1,500.00
Categorical Exemption (per CEQA)	$175.00	$88.00
* Note filing fees by external agencies not included		
LEGISLATIVE AMENDMENTS		
General Plan Amendment[1]	$2,800.00	$3,000.00
Zoning Amendment or Change[1]	$1,575.00	$1,500.00
Specific Plan Approval or Amendment[1]	$2,100.00	$3,000.00
Local Coastal Plan (LCP) Amendment[1]	$2,100.00	$3,000.00
MISCELLANEOUS FEES		
Preliminary Project Review (Prior to submittal - 1 hour)	$175.00	$75.00
Parking Permit (1 Per Vehicle/year)	$250.00	$300.00
Short Term Rental Application	$319.00	$75.00
Short Term Rental Renewal Application	$98.50	$75.00

Exhibit A- Comparison between 50% of Cost Recovery Fees and Current Fees (1997, 2015, 2017) Increased by 50%

Building Department Fees

Permit	50% of Cost Recovery Fee	Current Fee 50% Increase
OVER THE COUNTER PERMITS		
Plumbing Permit (no plan review required)[2]	$203.00	$45.00
Electrical Permit (no plan review required)[2]	$203.00	$45.00
Mechanical Permit (no plan review required)[2]	$203.00	$45.00
Residential Rooftop Photovoltaic Permit	$229.00	$120.00
Commercial Rooftop Photovoltaic permit (minimum)[3]	$229.00	$120.00
Residential vehicle charging station[3]	$203.00	$110.00
Commercial Vehicle Charging System (plus $80/hour plan review after 2 hours of review)	$149.00	$75.00
Value $1,000,001 and up (plus $9/$1,000)	$7,952.50	$3,940.50
SINGLE PERMIT & GRADING PERMITS (will be adjusted for exact valuation)		
Value $0-9,000	$198.00	$162.00
Value $9,001-25,000	$446.00	$381.00
Value $25,001-50,000	$690.50	$627.00
Value $50,001-100,000	$1,290.50	$969.00
Value $100,001-500,000	$3,490.50	$3,153.00
Value $500,001-1,000,000	$3,940.50 (plus $10/$1,000)	$3,153.00
Value $1,000,001 and up	$5,990.50 (plus $6/$1,000)	$3,153.00
COMBINATION PERMITS (will be adjusted for exact valuation)		
Value $0-9,000	$198.00	$162.00
Value $9,001-25,000	$446.00	$381.00
Value $25,001-50,000	$690.50	$627.00
Value $50,001-100,000	$1,290.50	$969.00
Value $100,001-500,000	$3,490.50	$3,153.00
Value $500,001-1,000,000	$3,940.5 (plus $10/$1,000)	$3,153.00
Value $1,000,001 and up	$5,990.5 (plus $6/$1,000)	$3,153.00
MISCELLANEOUS FEES		
Minimum permit fee not itemized	$198.00	$100.00
Investigative fee (Work without permit)	Minimum cost equal to permit.	Minimum cost equal to permit.
After Hours Inspections (hourly rate with 4 hour minimum)	$90.00	$45.00

Exhibit A- Comparison between 50% of Cost Recovery Fees and Current Fees (1997, 2015, 2017) Increased by 50%

Building Permit extension per 90 days (after a one-time 180 day no charge extension)	$500.00	$250.00
Plan Review Extension per 90 days (After a one-time 180 day no cost extension)	$250.00	$125.00
Stormwater Pollution Prevention Plan review (Building Department) plus $70/hour after one hour of review	$149.00	$75.00
Stormwater Pollution Prevention Plan (Building Department) plus$70/hour after two hours of inspections	$149.00	$75.00
Plan review	65% of building permit fee this fee includes a total of two reviews	65% of building permit fee this fee includes a total of two reviews
Expedited plan review	plan review cost plus additional 50% of fee	plan review cost plus additional 50% of fee

Exhibit A- Comparison between 50% of Cost Recovery Fees and Current Fees (1997, 2015, 2017) Increased by 50%

Engineering & Public Works Department

Permit	50% of Cost Recovery Fee	Current Fee 50% Increase
PLAN CHECK EXAMINATION		
Plan Check for Public or Private Site Improvements	$100.00 plus 2% of improvement cost (Min. fee shall be $500)	$600.00
STORMWATER PLAN CHECK		
Pre-review Meeting [4]	$105.00	$55.00
Small Project (2,500-5,000 sq-ft) [4]	$220.00	$130.00
Medium Project (5,000-15,000 sq-ft) [4]	$1,680.00	$700.00
Large Project (> 15,000 sq-ft) [4]	$3,360.00	$1,050.00
Storm Water Pollution Prevention Plan (SWPPP) Review [4]	$630.00	$130.00
INSPECTION OF PUBLIC OR PRIVATE SITE IMPROVEMENTS		
Cost of improvement up to $100,000	5% of improvement cost	5% of improvement cost
Cost of improvement from $100,001 to $200,000	4% of improvement cost	4% of improvement cost
Cost of improvement over $200,000	3% of improvement cost	3% of improvement cost
Inspections outside of normal business hours (per hour)	$210.00	$225.00
Reinspection fee (per inspection)	$105.00	$112.50
Additional plan review required by changes, additions or revisions to approved plans per hour (1/2-hour min.)	$105.00	$112.50
Inspection for which no fee is specifically indicated per hour (1/2-hour min.)	$105.00	$112.50
MAPS		
Minor Subdivision (1-4 lots) – Tentative Parcel Map (2 reviews)	$300.00	$1,125.00
Major Subdivision (5-10 lots) – Tentative Map[1]	$900 + $300 per lot after 10 lots (2 reviews)	$1,125.00

Exhibit A- Comparison between 50% of Cost Recovery Fees and Current Fees (1997, 2015, 2017) Increased by 50%

Major Subdivision (5-10 lots) – Tentative Map [1]	$900 + $300 per lot after 10 lots (2 reviews)	$1,125.00
Final Parcel Map (1-4 lots) (2 reviews)[1]	$1,350.00	$675.00
Final Tract Map (5-10 lots) [1]	$1,650 + $300 per lot after 10 lots. (2 reviews)	$825 + $300 per lot after 10 lots. (2 reviews)
ENCROACHMENT PERMIT		
Encroachment Permit [4]	$237.50	$112.50
MISCELLANEOUS FEES		
Voluntary Lot Merger	$500 (2 reviews), $300 per additional review.	$1,050 plus county recording fees
Certificate of Compliance	$500 (2 reviews), $300 per additional review.	$750 plus county recording fees
Lot Line Adjustment (Max. up to 4 parcels may be adjusted)	$900 for 2 parcels (2 reviews) + recording fees, $300 per parcel beyond 2 parcels, $150 per additional review.	$1,500 per application for two parcels plus $300 per additional parcel, plus county recording fees
Tree Removal Permit	$50.00	$25.00

Notes: A 75% planning fee discount will be applied for all projects that include at least 20% affordable housing units.

All soil compaction and survey work (if required by City) will be charged as an "extra" at cost plus 10% for administration.

Copies of aerials, maps, plans cost of reproduction plus 15%.

[1] *Requires a City Cost Reimbursement agreement.*

[2] *Based on 2-hrs inspection at $58/hr (Inspector) plus 1 hr at $34/hour (Building Tech)*

[3] *Based on 2-hrs at $58/hr (Inspector) 1-hr at $80/hr (Plan Review) 1-hr $34/hr (Building Tech)*

[4] *Fees for plan checking and inspection of encroachment work shall be assessed per associated fees for inspection and/or plan check of public or private site improvements*

AGENDA ITEM
10B.

State Coastal Conservancy Coastal Trail Grant Agreement and EMC Planning Group Contract for Coastal Trail Planning Approve a Resolution Approving the Grant of Funds From the State Coastal Conservancy to the City of Sand City for the Purpose of Planning the Sand City Coastal Trail and; Approve a Resolution Authorizing the City Manager to Enter into a Contract with EMC Planning Group Inc. to Plan, Obtain Permits, and Conduct CEQA Review for Sand City's Coastal Trail Project.

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: State Coastal Conservancy Coastal Trail Grant Agreement and EMC Planning Group Contract for Coastal Trail Planning
DATE: March 19th, 2024

BACKGROUND/DISCUSSION:

In August 2023, Sand City submitted an application for a $473,500 grant from the State Coastal Conservancy to plan for a coastal trail from Sand City's Calabrese Park, northeast to Tioga Avenue, over the State Route 1 Tioga Avenue overpass, and southwest through the dunes west of State Route 1. The trail would ultimately end at the West Bay Street coastal access point and viewing platform known as Vista Point. (Attachment 1: Application and detailed project description). This grant covers planning; CEQA documentation; and permitting. Once permits are received; the City will apply to the State Coastal Conservancy for an implementation grant to fund the construction of the project.

On February 15, 2024, the California Coastal Conservancy approved a resolution to authorize the grant amount of $473,500 to the City of Sand City. In order to accept the grant funding, the City must adopt a resolution (Attachment 2).

EMC Planning Group, who prepared the successful grant application, is recommended to be hired to conduct the work outlined in the grant application. During the Application process, a number of subconsultants were identified to carry out necessary technical work, including: Polaris Land Surveying, Inc.; Integral Consulting; and BFS Landscape Architects. EMC Planning Group would manage the subconsultants. The second resolution (Attachment 3) is to approve a contract with EMC Planning Group to carry out the work of the grant. EMC Planning Group's contract is for $432,391.35; out of this amount, $154,534 is for technical subconsultants.

FISCAL IMPACT: The planning project phase will be fully funded by the California Coastal Conservancy Grant and will have no impact on the City's General Fund. Once plans are completed, the City will seek grant funding to implement the project.

RECOMMENDATION:

Staff recommends:

1) APPROVAL of a resolution approving acceptance of grant funds and authorizing the City Manager to execute necessary agreements; and, thereafter to administer the

grant with the California Coastal Conservancy and the contract agreement with EMC Planning Group.

2) APPROVAL of a resolution authorizing the City Manager to execute a contract not to exceed $432,391.35 for professional service with EMC Planning Group, Inc. to complete the plan for the Sand City Coastal Trail.

ATTACHMENTS:

1. Grant Application and detailed project description
2. Resolution approving acceptance of grant funds;
3. Resolution authorizing the City Manager to execute a professional services agreement with EMC Planning Group, Inc.

STATE COASTAL CONSERVANCY
GRANT APPLICATION

Please read the Grant Application Guide, found at this link: https://scc.ca.gov/webmaster/ftp/pdf/forms/SCC_Application-Guide.docx , to help you fill out this application.

Submit your application to grants@scc.ca.gov

SUMMARY INFORMATION

CONTACT INFORMATION

Organization:	City of Sand City
Contact Person:	Esme Wahl
Email:	wahl@emcplanning.com
Phone:	(831) 649-1799 ext. 221
Webpage (if applicable):	https://www.sandcity.org/

PROJECT INFORMATION

Project Name	Sand City Coastal Trail
Project Summary (1 sentence)	The project will include Acquisition, Planning, and CEQA documentation to develop a trail alignment, restoration plan, and public access amenities for a 0.7-mile coastal trail system which will provide access from Sand City's Calabrese Park, northeast to Tioga Avenue, over the State Route 1 Tioga Avenue overpass, and southwest through the dunes west of State Route 1, ultimately ending at the West Bay Street coastal access point and viewing platform known as Vista Point.
Amount Requested	$473,465
Total Project Cost	$473,465
Estimated Start Date	January, 2024

Estimated End Date	July 2025
Project Type: (check all that apply)	☒Planning ☒Acquisition ☐Implementation
Total Acres (if applicable)	Approximately 12 acres of dune restoration
Total Trail Miles (if applicable)	3,775 linear feet
Assessor Parcel Numbers (Acquisition projects only)	011-125-050-000 (see Figure 5, Concept Level Site Plan)

LOCATION INFORMATION

County(ies)	Monterey County
Specific Locations	Sand City (coastal trail connecting Calabrese Park in Sand City east of State Route 1 to Vista Point viewing platform and beach west of State Route 1)
Latitude, Longitude (e.g., 37.80630, -122.2735)	Longitude and Latitude of 36.61528, -121.85408
What point is represented by the lat/long (e.g. parking lot, center of site, etc.)	The Vista Point viewing platform which is where the proposed coastal trail will end.
Is project in, or within 0.5 miles of, a Disadvantaged Community? (mapping tool: https://www.parksforcalifornia.org/communities/?overlays=parks)	☒Yes ☐No ☐Partially

LEGISLATIVE DISTRICTS

District	**Number, Name of Representative**
State Assembly	District 29, Robert Rivas
State Senate	District 17, Senator Laird
Congress	District 19, Jimmy Panetta

PROJECT DESCRIPTION

Complete each of the elements of the project description below with clear, but detailed answers. Add space to each answer as necessary but stay within the suggested limits. Refer to the Grant Application Guide for specific assistance on each question.

1. **Site Description** (1-2 paragraphs).

   The proposed project site is located in the City of Sand City. Sand City is a small town located along the Monterey Bay shoreline, bordered by State Route 1 and the Pacific Ocean to the west, the former Fort Ord State Park to the north, the City of Seaside and to the east, and the City of Seaside and Monterey to the south. Sand City's city-center is located east of Highway 1. Directly west of State Route 1 is mostly undeveloped beaches and sand dunes which support habitat for multiple special status species. Compared to surrounding cities, there is little coastal access and recreational opportunities within the City of Sand City (see Figure 1, Project Location Map for a map of the area).

   On the west side of State Route 1 there are two roads (Tioga Avenue and West Bay Street), which provide rudimentary coastal access and parking adjacent to the sand dunes and coast along Sand City's shoreline. Tioga Avenue provides informal (unstriped) parking spaces and abuts a steep coastal bluff (see Figure 2, Tioga Avenue and West Bay Street Parking and Coastal Access). There is no formal beach access at the end of Tioga Avenue, and accessing the beach here can be dangerous due to the steep topography. Approximately 0.3 miles south of Tioga Avenue, West Bay Street provides 15 formal striped parking spaces, two of which are designated for handicapped parking. West Bay Street provides coastal access to the beach, and the City is currently constructing the Vista Point Viewing platform at the end of West Bay Street to enhance the coastal access in this area (See Figure 2, Tioga Avenue and West Bay Street Parking and Coastal Access).

   On the east side of State Route 1 is Sand City's city-center (see Figure 10, Photos of Sand City) and a large undeveloped area of sand dunes adjacent to the proposed South of Tioga Development (see Figure 9, Photos from Park Avenue and Ocean View Avenue) in which the proposed trail will traverse.

2. **Project Need** (one paragraph). Describe the specific problem, issue, or unserved need the project will address.

   Currently, there is no complete trail system connecting Sand City's city-center to the coast, nor is there any formal coastal access along Sand City's shoreline. As a result, existing residential neighborhood community-members and visitors to Sand City do not currently have dedicated and walkable access to the coast in Sand City. Additionally, there is a recently approved 214-room hotel and 356-unit multi-family residential project that is set to begin construction soon. The residential component will provide 52 deed-restricted affordable units. The proposed trail alignment will run adjacent to this new hotel and residential development (called the South of Tioga development) and will

provide these visitors and residents with safe and dedicated access to the coast in Sand City (See Figure 3, South of Tioga Development Plans).

Additionally, on the west side of State Route 1, there is currently no trail system which connects Tioga Avenue (with no formal stiped parking) to the Vista Point viewing platform and beach access point at West Bay Street. This current lack of a dedicated boardwalk/trail system in this area has resulted in many informal footpaths meandering through the sensitive dune habitat south of Tioga Avenue, resulting in impacts to a number of special status species in this area (See Figure 4, Impact to Dune Ecosystem from Informal Pathways).

Lastly, there are very few areas that people with disabilities are able to access the coast in southern Monterey Bay and no dedicated coastal access or coastal recreational opportunities for people with disabilities in Sand City.

3. **Project Activities** (1-3 paragraphs). Describe specifically how the proposed project will address the project need identified in #2 above.

   The project will address multiple needs identified above: 1) the proposed coastal trail will connect the residents and patrons of Sand City to the beachfront west of State Route 1; 2) the proposed project will create a connection from Tioga Avenue south to the coastal access point and newly renovated Vista Point viewing platform at West Bay Street; 3) the project will enhance coastal access in a disadvantaged community; 4) the project will increase coastal amenities by planning for restrooms at West Bay Street, adding striped parking to Tioga Avenue, educational signage, and a new ADA accessible viewing platform; 5) the project will provide people with disabilities with access to the coast; and 6) will protect and rehabilitate sensitive dune habitat by planning for dedicated boardwalks and symbolic fencing throughout the dune ecosystems. See Figure 5, Concept Level Site Plan for a map of the proposed coastal trail configuration and coastal access improvements and amenities and Figure 9, West Dunes Restoration Area for the area to be covered by a habitat restoration plan.

   <u>Acquisition</u>

   Legal work to secure easements will be the first step in the planning process. The land in which the proposed trail crosses, including the alternative trail, is either within the public right-of-way or is owned by California State Parks, with one exception on the dunes east of State Route 1 (See Figure 5, Concept Level Site Plan). Public access easements are being explored with California State Parks (see Exhibit A, State Parks Letter of Intent) and it is likely that the City will be able to obtain access easements for the proposed trail alignment on State Parks land west of State Route 1.

   The exception to the publicly owned properties to create coastal access is a privately held parcel on the east side of State Route 1 between Beach Way and East Avenue (see Figure 5, Concept Level Site Plan). This privately held parcel, or one nearby, will need to be acquired to allow for the trail to fully connect between Calabrese Park and Tioga Avenue. The other option in this area, which is being explored by the City, is a public

access easement through the South of Tioga development which would remove the need for acquisition of one of the parcels identified in the east dunes.

If it is determined that public access easements west of State Route 1 cannot be obtained on State Parks land (see Figure 6, West Dunes Ownership), the City has the option to use the Monterey Peninsula Recreational Trail and its Eighth Way right-of-way to develop the trail from the Tioga Avenue overpass to the Vista Point viewing platform on West Bay Street. However, there are a number of reasons the City prefers to build the boardwalk through State Parks land along the coastline. First, it will be a much more immersive coastal recreational experience than using the Monterey Peninsula Recreational Trail, which runs adjacent to State Route 1 and is lower in elevation than the adjacent sand dunes, entirely blocking views of the ocean (see Figure 7, Coastal Views from the Recreation Trail and the Dunes to see a comparison of these views); second, building an ADA compliant boardwalk system through the dunes will provide people with disabilities with the opportunity to recreate on the coast; and third, building a boardwalk through the dune ecosystem is intended to have a beneficial impact on the dune habitat and special status species present in this area. Creating one dedicated walking trail will minimize the number of informal trails that have been created by people walking through the dune habitat to reach the beach from Tioga Avenue. An example of a boardwalk system which has resulted in protected dune habitat can be seen at nearby Asilomar State Park, where a sophisticated boardwalk system runs through the sensitive dune habitat and has succeeded at reducing the amount of informal walking trails in the dunes there. Lastly, the intent of this coastal trail is to provide coastal access and recreational opportunities, and while the existing Monterey Peninsula Recreational Trail is nearby, it does not provide coastal views, does not provide the feel of being on the coast, and is geared towards and heavily used by bicyclists.

Planning

Technical studies, including a biological resource assessment, special-status species surveys, archaeological assessment, increase in use study, topographical surveying, and public right-of-way/property boundary surveying will be completed. Integral Consulting will conduct a sea level rise and coastal hazards assessment which will inform the trail alignment and viewing platform location. EMC Planning Group will prepare a habitat restoration plan for the dunes area west of State Route 1 (see Figure 8, West Dunes Restoration Area), in which the proposed trail will traverse. The technical studies will inform schematic level plans prepared by BFS Landscape Architects. The schematic plans will include trail orientation, wayfinding signs, interpretive educational signs, a new viewing platform, parking improvements, and a restroom at West Bay Street.

Community and Stakeholder review of the schematic plans will inform 30% design plans. Based on 30% design plans, EMC Planning Group will lead CEQA environmental review, submit a Coastal Development Permit application to Sand City, and will prepare a CDFW Incidental Take permit and a USFWS Incidental Take Permit.

Throughout the planning process, the public will be involved through public workshops with the City Council, in the same manner as was done for the Sand City Vibrancy Plan, Sustainable Transportation Plan, and the West End Parking Plan.

4. **Project Outcomes.** To the extent known, provide information on both the quantitative and qualitative project outcomes. See application guide for sample project outcomes.

Quantitative Outcomes (e.g. Acres of habitat restored; Miles of trail planned or built; Number of each type of access amenities; Number of community members engaged in project, etc.)

- Approximately 3,775 linear feet of planned coastal trails, including boardwalks, sidewalks, and an ADA compliant section of coastal trail;
- Approximately 12 acres of planned dune habitat restoration;
- Striped parking spaces at Tioga Avenue;
- Wayfinding coastal access signs;
- Four educational interpretive signs;
- One community workshop at a City Council meeting;
- One community outreach event at the Night Market;
- Up to two meetings with Coastal Commission;
- Up to five meetings with State Parks;
- One restroom at West Bay Street; and
- One new viewing platform and bench near the end of the ADA accessible portion of the coastal trail.

Qualitative Outcomes (e.g. Habitat functions restored; Integration of community input into project/design plan; Tribal access to land restored, etc.)

- Restored habitat functions as a result of a dedicated boardwalk through the dunes;
- Enhanced ADA access to the coast;
- Integration of community input into project/design plan;
- Increased education and community awareness about special-status species and sensitive habitats;
- Partnership between State Parks and the Community; and
- Increased recreational opportunities within a disadvantaged community.

PROJECT SELECTION CRITERIA

The Grant Application Guide contains the complete list of our project eligibility and project selection criteria. This application only includes those criteria for which we need specific input from you. The other criteria will be assessed based the project description. Refer to the Grant Application Guide for specific assistance on each question.

Project Eligibility

5. **California Environmental Quality Act (CEQA) Compliance** – Implementation Projects Only:
   - Specify the current status of CEQA review:

     ☒ Not Started ☐ In Progress ☐ Complete

     Estimated completion date:
   - What document is the CEQA review expected to result in:

     ☐ Exemption

     ☐ Negative Declaration (ND)

     ☒ Mitigated Negative Declaration (MND)

     ☐ Environmental Review Document (EIR)

     ☐ Addendum
   - If an ND, MND, or EIR is required, specify the CEQA Lead Agency: City of Sand City
   - If an ND, MND, or EIR has already been completed, provide a link to the document:
6. **Grantee capacity (1 paragraph)** – Summarize your organization's experience administering grant funds and carrying out similar types of projects.

   The City has received and administered numerous state grants including the Local Early Action Planning (LEAP) grant awarded in 2020; Regional Early Action Planning Grant (REAP) grant awarded in 2020; Community Development Block Grant (CDBG) awarded in 2021; Prop 1 Integrated Regional Water Management (IRWM) awarded in 2020; California state parks per capita parks grant, awarded in 2020. The City is currently using the CDBG grant funding to update a dilapidated playground in the City which is under construction with a completion date expected in early fall of 2023 and the City is in the process of completing plans for a stormwater improvement project utilizing the IRWM grant.
7. **Site ownership or control** – Check the applicable box. For Acquisition projects, the "written agreement" refers to a Purchase and Sale Agreement.

   ☒ Applicant owns the site(s) where the project will occur.

   The City owns unused street rights of way for many portions of the project.

☒ Applicant has a written agreement with the property owner(s) to conduct the project on their property(ies). If checked, please provide a copy as an attachment to your application.

State Parks has provided a letter of intent committing to working together to plan for the proposed project on lands owned by State Parks. See Exhibit A, State Parks Letter of Intent.

☒ Applicant does not yet have a written agreement with the property owner(s) to conduct the project on their property. If this answer is checked, specify how and when the property owner agreement will be reached.

The City will work with State Parks to obtain a formal easement agreement for those areas where the coastal trail crosses State Parks land. In addition, the City is in the process of reaching out to private land owners on the east and west side of State Route 1 for further opportunities to acquire within and adjacent to the trail location. Additionally, a minimum of one parcel on the east side oh State Route 1 near the South of Tioga development would need to be acquired for the continuous trail access.

8. **Long-term management and maintenance** (1 paragraph) – Summarize the plan for the long-term management, maintenance, and monitoring of the project.

   The trail will be maintained by the Sand City Public Works department which currently maintains all the City's streets and pedestrian walkways. The City's planning, building and engineering departments will manage the project.

Project Selection (refer to the Application Guide for more information)

9. **Project includes a serious effort to engage tribes.** (1-2 paragraphs)**.** Describe how you have engaged tribes in the development of this project.

   Early in the planning stage of the project, EMC Planning Group's registered archaeologist will conduct tribal outreach and consultation. Outreach will include writing letters and emails and following up with phone calls to tribes throughout the life of the project. Meetings with local tribal governments will be offered and conducted if requested. Educational signage will be developed to include traditional ecological knowledge and indigenous history of the area. Later in the process, best management practices will be incorporated into the construction plans to protect archaeological and cultural resources.

10. **Project benefits will be sustainable or resilient over the project lifespan** (1-2 paragraphs)**.** Describe how the benefits of your project will be sustainable or resilient over the project lifespan. If you already addressed this in other parts of the application, please indicate where.

Coastal adaptation best practices will be explored to ensure the project provides sustainable public access in the face of sea level rise and coastal erosion. Such practices include designing an ambulatory boardwalk which can be moved in response to a retreating shoreline, conducting sea level rise and coastal hazards assessments to inform project alignment, and preparation of a coastal resiliency strategies memo. The sea level rise and coastal hazards assessment to be conducted by Integral Consulting was previously mentioned under Planning. Additionally, dune restoration will be implemented and monitored with the intent that the restoration will be self-sufficient overtime. The monitoring of the restoration effort will be a collaborative effort with State Parks and an EMC Planning Group qualified biologist for a minimum of 2-5 years after project implementation.

11. **Project delivers multiple benefits and significant positive impact.** (1-2 paragraphs)**.** List the specific project benefits and describe any additional significant positive impact. If you already addressed this in other parts of the application (for example, project outcomes), please indicate where. You do not need to repeat the information if it is already provided elsewhere.

    The proposed coastal trail system will connect Sand City's city-center on the east side of State Route 1 to the oceanfront on the west side of State Route 1 and includes multiple benefits and significant positive community and habitat benefits. The proposed trail system increases equity and environmental justice by providing recreational amenities in a community which is considered a disadvantaged community. There are numerous dedicated public access points with extensive amenities in neighboring towns such as Pacific Grove, Monterey, Seaside and Marina. However, Sand City does not currently have many dedicated public access points, and the parking and amenities adjacent to the beachfront in Sand City are lacking. Planning for a trail to connect Calabrese Park (an urban park within Sand City's city center) to the beach and coastal improvements (viewing platform, dune restoration, restrooms, increased parking) will benefits residents and visitors in Sand City.

    In addition to the recreational and community benefits, the proposed project will also have habitat benefits and educational benefits. The trail/boardwalk is anticipated to create positive impacts to the sensitive dune ecosystem through which the boardwalk portion of the proposed trail will traverse. A great example of the ecosystem benefits dedicated walking boardwalks can provide to dune habitat can be seen at Asilomar State Park in Pacific Grove, where a comprehensive boardwalk system provides access to the coast in this area, and has resulted in a beautiful coastal dune ecosystem void of informal walking paths. Some of the benefits have previously been mentioned under Acquisition and **Project Outcomes**.

12. **Project was (or will be) planned with meaningful community engagement and broad community support** (1-3 paragraphs)**.** If the communities served by your projects are tribal

groups, please write your answer in question 9. If you are serving other groups, please answer this question. Please summarize how you have (or will) engage relevant communities in all phases of the project and describe the community support for the project.

The community will be invited to a joint community workshop City Council meeting where their input will be gathered for the trail design, signage content and aesthetics, and parking improvements. Staff will also set-up a booth at the Night Market in Sand City. The Night Market is a community event with music and vendors that is well-attended and occurs on the first Friday of each month. The booth will provide the community information about the proposed project and the City will solicit input from community members to understand their needs and desires for the trail system and parking improvements. The City has worked with EMC Planning Group on multiple projects (6th Cycle Housing Element, West End Parking Plan, Sand City Vibrancy Plan) all of which included extensive public outreach and community involvement.

TASKS AND SCHEDULE

Fill in the appropriate task and schedule table for your project type. Look at the Grant Application Guide for example tasks and deliverables by different project types (e.g. acquisition, planning, and implementation). If you are not doing one of the tasks in the table, insert "N/A". You may add tasks as needed and delete tables for the project categories that are not relevant for your project.

	Project Tasks	**Description**	**Deliverables (Documents and Files)**	**Start Date – End Date**
1	Legal work to securing easements	Coordinate with State Parks and private land holdings to secure easements and property ownership (where needed).	• Property acquisition (as needed) • Conservation easement • Recorded documents	January 2024 – December 2024
2	Technical studies	Conducting studies needed to inform project design, including biological studies, cultural resources study, and topographic study.	• Biological resource assessment • Special-status species surveys • Archaeological assessment • Increase in use study • Survey street rights-of-way and other property	January 2024 – June 2024

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
			boundaries for planning purposes	
3	Sea Level Rise Adaptation Plan	Integral Consulting will conduct a sea level rise and coastal hazards assessment to inform trail alignment and viewing platform location and identify triggers for maintenance, relocation, and removal.	• A written memo explaining the methods, findings, adaptation pathways, and coastal resiliency strategies. • A series of hazard maps and other graphics depicting the timing of vulnerabilities. • Graphics depicting triggers and adaptation pathways.	January 2024 – June 2024
4	Habitat Restoration Plan	EMC Planning Group will create a habitat management and restoration plan.	• Restoration and mitigation recommendations	April 2024 – July 2024
5	Conceptual Planning	BFS landscape architect will create conceptual / schematic trail design plans. Plans will include trail alignment, interpretive and wayfinding signage, parking improvements, restrooms, and a viewing platform.	• Topographical survey • Dimensioned trail plan layout with sign locations • Schematic level drawings • Powerpoint • Parking lot striping configuration	April 2024 – July 2024
6	Review of Conceptual Plan	This Tasks allows stakeholders (community members, Sand City, Coastal	• Draft schematic trail design plans, sea level rise adaptation plan and	July 2024 - August 2024

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
		Commission) to review the schematic trail design plans, sea level rise adaptation plan, and habitat restoration plan.	habitat restoration plan for public review • Up to two meetings with Coastal Commission staff	
7	Public Outreach and workshop	Community workshop at combined City Council meeting. Booth at a Sand City community night market for information sharing and community feedback.	• PowerPoint presentation • Interested person contact list • Notes from community workshop and outreach event • One special community outreach/ City Council meeting • One street fair / Night Market booth	July 2024 - August 2024
8	30% design plans	BFS Landscape Architects will create 30% design plans based on stakeholder review.	• 30% design plans	September 2024 - January 2025
9	Application Submittal to Sand City for Coastal Development Permit (CDP)	Early coordination with permitting agencies; submitting CDP application package.	• Notes from meetings with regulators • Submit application for Coastal Development Permit	November 2024 - December 2024
10	CEQA Compliance	Work on environmental review.	• Expanded Initial Study • Mitigated Negative Declaration • Proposed Mitigation • Restoration plan	January 2025 - June 2025

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
11	Incidental Take Permits	EMC Planning Group will apply for incidental take permits if necessary.	• Consultation with USFWS and CDFW • Prepare and submit CDFW Incidental Take Permit Application • Prepare and submit USFWS Habitat Conservation Plan, Incidental Take Permit Application	January 2024 – April 2025
12	Sand City Coastal Development Permit Application Processing	City staff will prepare a project consideration package for a City Council hearing and will attend the hearing.	• Staff report • Resolution(s) • Findings and evidence • Conditions • Mitigation Monitoring Program	April 2025 - July 2025
13	Administration of Project & Grant	Activities related to grant management, managing project logistics, and funding.	• Progress reports • Invoices • Coordination	January 2024 – July 2025 (ongoing)

*This assumes no appeal to the California Coastal Commission

Permits

PLANNING and IMPLEMENTATION projects only. Check the permits needed to undertake the project. Refer to the Grant Application Guide to access informational links on each permit and how to obtain them for your project.

Name of permit	Secured	Pending	Included in Scope of Application
☒ Coastal or Shoreline Development Permit	☐	☐	☒
☐ Local Grading, Vegetation, or Other permit	☐	☐	☐
☐ CDFW Lake/Streambed Alteration Permit (1600)	☐	☐	☐

Name of permit	Secured	Pending	Included in Scope of Application
☒ CDFW California Endangered Species Act Take Authorization	☐	☐	☒
☐ Regional Water Quality Control Board Certification (401)	☐	☐	☐
☐ U.S. Army Corps 404 or 408 Permit	☐	☐	☐
☐ U.S. Fish and Wildlife Service Biological Opinion	☐	☐	☐
☐ National Marine Fisheries Service Biological Opinion	☐	☐	☐
☒ Other – USFWS Incidental Take Permit	☐	☐	☒

PROJECT COST ESTIMATE

Fill in the Project Cost Estimate table below. The tasks in the Project Cost Estimate table should match the tasks in the Task and Schedule table above. Refer to the Grant Application Guide for examples and specific assistance on each project type and the associated Budget Justification.

Please round all budget numbers up to the nearest $100.

Estimated Project Cost:

	Project Tasks	Conservancy Grant	Other Funding	Total
1	Legal work to securing easements.	$33,700		$33,700
2	Technical studies	$83,765		$83,765
3	Sea Level Rise Adaptation Plan	$29,700		$29,700
4	Habitat Restoration Plan	$11,300		$11,300
5	Conceptual Planning	$58,300		$58,300
6	Review of Conceptual Plan	$25,400		$25,400
7	Public Outreach and Workshop	$19,700		$19,700
8	30% design plans	$25,100		$25,100

	Project Tasks	Conservancy Grant	Other Funding	Total
9	Application Submittal to Sand City for Coastal Development Permit	$17,000		$17,000
10	CEQA Compliance	$24,600		$24,600
11	Incidental Take Permits	$76,000		$76,000
12	Sand City Coastal Development Permit Application Processing and Hearings (Project Consideration Package and City Council Hearing)	$12,000		$12,000
13	Administration of Project & Grant	$56,900		$56,900

Other Funding

For the Other Funding included in the Project Cost Estimate above, please list the source, the amount, and status (secured, pending, applied for) for each of the other funding sources.

- Funder, Amount, Status

Budget Justification

Provide an explanation of the costs for each of the project tasks that will be charged to the Conservancy grant. See Grant Application Guide for assistance.

1. **Legal work to securing easements** – *See EMC Planning Group budget* (Attachment 1)
2. **Technical Studies** – *See EMC Planning Group budget* (Attachment 1) *and Polaris Land Surveying budget* (Attachment 2)
3. **Sea Level Rise Adaptation Plan** – *See Integral Consulting budget* (Attachment 3)
4. **Habitat Restoration Plan** – *See EMC Planning Group budget* (Attachment 1)
5. **Conceptual Planning** – *See BFS landscape architects' scope and budget* (Attachment 4)
6. **Review of conceptual plan** – Based on EMC Planning Group consultant hours for conceptual plan review (edits and input), up to (2) meetings with Coastal Commission, one (1) special community outreach/City Council meeting, and ongoing correspondence and direction to BFS Landscape Architects and communication with other Sand City staff and Departments.
7. **Public Outreach and City Council Workshop** – *See EMC Planning Group Budget* (Attachment 1)
8. **30% design plans** – *See BFS Landscape Architects scope and budget* (Attachment 4)

9. **Application Submittal to Sand City for Coastal Development Permit**– Hours and cost based on EMC Planning Group's experience preparing coastal development permit applications and associated materials for a complete application package.
10. **CEQA Compliance** – *See EMC Planning Group budget* (Attachment 1). Budget based on EMC Planning Group's experience with preparation of CEQA environmental documentation (assumes a mitigated negative declaration).
11. **Incidental Take Permit** – Based on cost of CDFW and USFWS Incidental Take Permits and EMC Planning Group's experience with time to prepare applications. *See EMC Planning Group Budget* (Attachment 1)
12. **Sand City CDP Application processing and City Council Hearing**– *See EMC Planning Group Budget.* Based on City staff time required to prepare staff report, resolution(s), findings, conditions, and mitigation monitoring program processing
13. **Administration of Project & Grant** – *See EMC Planning Group Budget* (Attachment 1)

PROJECT MAPS AND DESIGN PLANS

Project Location Map

Include a map that clearly shows the project location(s) within the context of the surrounding area. Be sure map shows nearest road access to site. If site can only be accessed via water, show the location of the nearest water access launch point.

Concept Level Site Plan

For IMPLEMENTATION and PLANNING projects where conceptual design work has been completed, you should include a conceptual level site plan showing the key project components. For IMPLEMENTATION projects, more detailed design documents can also be provided as an attachment.

Site Photos

Provide one or more clear photos of the project site that clearly show the character of the site.

Additional Documents

If there are any additional documents that are critical for understanding the project, please attach or provide a link(s) for up to two additional documents. Examples of attachments could include feasibility studies, CEQA documents, appraisals, or other documents that are directly related to the proposed project.

NON-PROFIT APPLICANT REQUIREMENTS

Non-profit applicants should include the following with the applications:

1. Letter of Determination from the Internal Revenue Service indicating current 501(c)(3) status.
2. Completed Nonprofit Organization Pre-Award Questionnaire.

GRANT APPLICATION SURVEY

The Conservancy seeks to continuously improve our grant application process. Please take some time after completing this grant application to provide feedback on your experience as an applicant. The survey link can be accessed here. Your response will be anonymous, and we will greatly appreciate your constructive criticism.

Figures 1-10

0 350 feet

City Limit

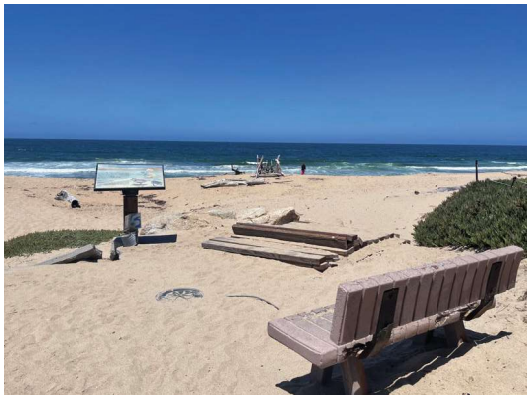
Source: Monterey County GIS 2023, Google Earth 2023

Figure 1

Project Location Map

Sand City Coastal Trail Grant Application

1 Parking area located on West Bay Street.



2 West Bay Street viewing platform area.

City Limit

Source: Google Earth 2023
Photographs: EMC Planning Group 2023

3 Parking on Tioga Avenue.

4 Cliff at Tioga Avenue Beach Access.

Figure 2

Tioga Avenue and West Bay Street Parking and Coastal Access

Sand City Coastal Trail Grant Application

E M C

0 135 feet

Source: TCA Architects

Figure 3

South of Tioga Site Plan

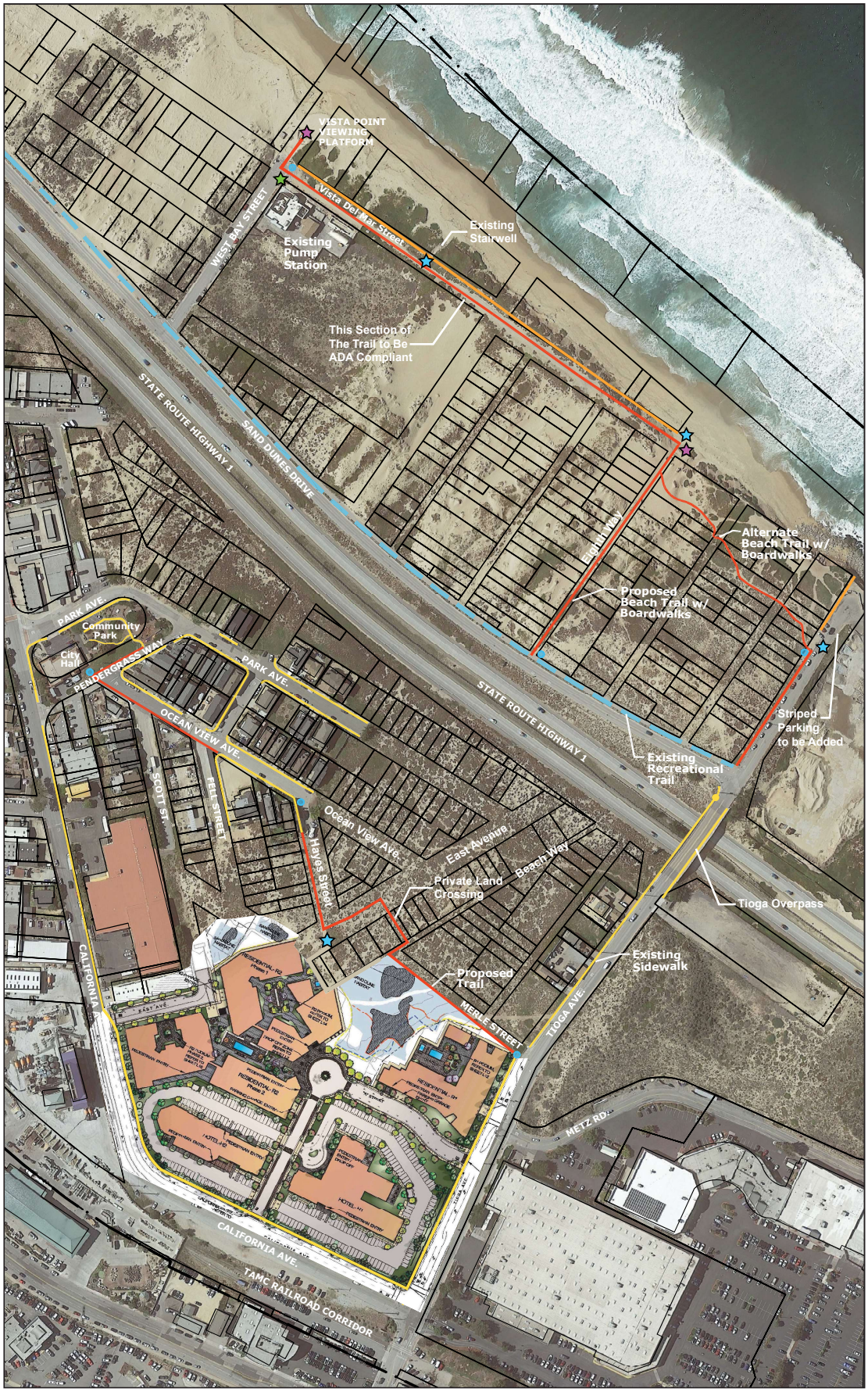
Sand City Coastal Trail Grant Application

0 185 feet

Source: Google Earth 2023

Figure 4
Impact to West Dunes from Informal Trails

Sand City Coastal Trail Grant Application



0 400 feet

- Existing Sidewalk
- Proposed Trail Locations
- Existing Recreational Trail
- Symbolic Fencing
- Proposed Wayfinding Signage
- Interperative Signage
- Viewing Platform
- Restroom (Latrine) Location

Source: DBO Development

Figure 5

Concept Level Site Plan

Sand City Coastal Trail Grant Application

Source: Monterey County GIS 2023, Google Earth 2023

0 400 feet

City Limit
City Right of Way
Privately Owned Parcels
Parcels Owned by California State Parks

Figure 6
West Dunes Ownership

Sand City Coastal Trail Grant Application

City Limit

Source: Google Earth 2023
Photographs: EMC Planning Group 2023

1 Coastline view from recreational trail.

3 View from sand dunes (proposed trail location) looking northwest.

2 View from dunes looking south towards West Bay Street.

Figure 7

View from Monterey Peninsula Recreational Trail and from the Coastal Dunes between Tioga Avenue and West Bay Street

Sand City Coastal Trail Grant Application

0 300 feet

Restoration Area

Source: ESRI 2016, Google Earth 2016

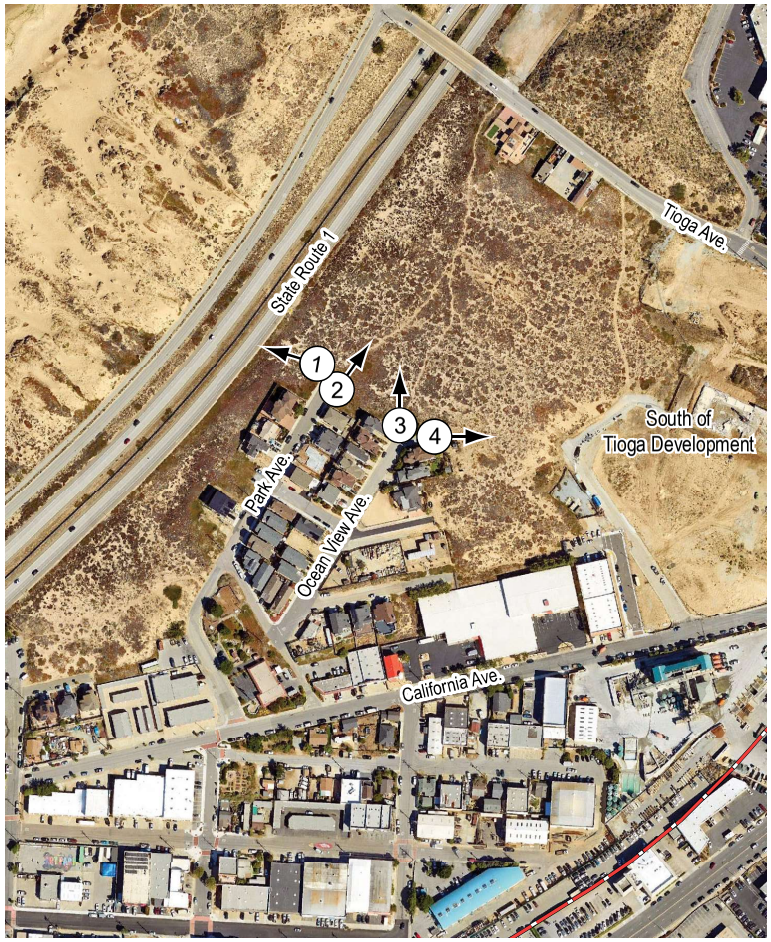
Figure 8

West Dunes Restoration Area

Sand City Coastal Trail Grant Application

1 View from street end of Park Avenue looking west.

2 View from Park Avenue looking northeast towards Tioga Avenue overpass.



City Limit

Source: Google Earth 2023
Photographs: EMC Planning Group 2023

3 Ocean View Avenue, view looking north.

4 View from Ocean View Avenue looking east towards the South of Tioga development.

Figure 9
Photos from Park Avenue and Ocean View Avenue
Sand City Coastal Trail Grant Application

1 On Holly Street looking northeast towards California Avenue.

2 Interesction of Holly Street and Dias Avenue, looking southeast.

City Limit

Source: Google Earth 2023
Photographs: EMC Planning Group 2023

3 View down Holly Street, looking south.

4 Looking west along Dias Avenue.

Figure 10
Photos of Sand City

State Parks Letter of Intent

A
Exhibit

DocuSign Envelope ID: F14AE302-B4F6-469F-ABD3-09DC92AA2430

Monterey District
2211 Garden Road
Monterey, CA 93940

August 21, 2023

Vibeke Norgaard
City Manager, City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Sand City Coastal Trail – Letter of Intent

Dear Ms. Norgaard,

The intent of this letter is to document the recent discussions between California State Parks and the City of Sand City regarding the City's planning efforts to plan for a Coastal Trail in Sand City. State Parks understands that the City of Sand City is applying to the California Coastal Conservancy for a grant to plan, design, and permit a coastal trail and boardwalk system which will connect Sand City's city-center east of State Route 1, through the east dunes, over the Tioga Avenue overpass, and through the dunes on the west side of State Route 1. The planning effort also proposes to include habitat restoration of the dunes on the west side of State Route 1 between Tioga Avenue and West Bay Street.

A substantial portion of the dunes on the west side of State Route 1 between Tioga Avenue and West Bay Street is managed by California State Parks as part of Monterey State Beach. The proposed trail alignment would pass through Monterey State Beach and would require a public access easement between State Parks and Sand City, including the City's commitment to long-term maintenance and liability insurance.

On August 9, 2023 State Parks staff met with Sand City staff on-site to walk the dunes and discuss project elements, concerns, solutions and a potential future collaborative effort. This letter signifies State Parks willingness to engage in the planning efforts necessary to vision and plan for the proposed coastal trail.

Sincerely,

DocuSigned by:
Brent C Marshall
149638D5E8B9487...

Brent Marshall
Monterey District Superintendent

EMC Planning Group Budget

ATTACHMENT A

Sand City Coastal Trail																
Task	**EMC Planning Group Inc.**															
Staff	Senior Principal	Principal	City Engineer	Senior Planner	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Assistant Biologist	City Attorney	Graphics	Production Manager	Admin./ Production	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$275.00	$250.00	$205.00	$195.00	$165.00	$140.00	$125.00	$210.00	$170.00	$125.00	$450.00	$140.00	$125.00	$115.00		
Task 1 - Legal Work to Securing Easements	35	0	0	0	60	0	0	0	0	0	25	12	0	10	142	$33,605.00
Task 2 - Technical Studies	Technical Studies															
Task 2.1 - Biological Assessment	2	0	0	0	0	0	0	4	24	40	0	5	0	1	76	$11,285.00
Task 2.2 - Focused Special-Status Plant Surveys (4 site visits)	0	0	0	0	0	0	0	2	34	4	0	4	0	1	45	$7,375.00
Task 2.3 - Archaeological Assessment	1	0	0	0	2	0	32	0	0	0	0	0	0	0	35	$4,605.00
Task 2.4 - Increase in Use Study	4	4	0	0	16	0	0	0	0	0	0	0	0	2	26	$4,970.00
Task 2.5 - Polaris Land Surveying	4	0	0	0	8	4	0	0	0	0	0	0	0	0	16	$2,980.00
Task 3 - Sea Level Rise Adaptation Plan	2	2	0	0	4	0	0	0	0	0	0	0	0	0	8	$1,710.00
Task 4 - Habitat Restoration Plan	5	2	0	0	12	0	0	4	12	32	0	3	0	1	71	$11,270.00
Task 5 - Conceptual Planning	16	4	0	0	24	0	0	0	0	0	0	0	0	0	44	$9,360.00
Task 6 - Review of Conceptual Planning	Review of Conceptual Planning															
Task 6.1 - Civil Engineer Review of Conceptual Plan	0	0	45	0	0	0	0	0	0	0	0	0	0	0	45	$9,225.00
Task 6.2 - Meetings with City Staff, State Parks and Coastal Commission	8	8	0	0	12	0	0	0	0	0	0	8	0	0	36	$7,300.00
Task 6.3 - Internal Meetings BFS and EMC to discuss changes	4	8	0	0	12	0	0	0	0	0	0	0	0	0	24	$5,080.00
Task 6.4 - EMC Planning Group review of Conceptual Plan	4	2	0	0	8	0	0	4	0	0	0	0	0	0	18	$3,760.00
Task 7 - Public Outreach and Workshop	6	24	0	0	60	0	0	0	0	0	0	12	0	4	106	$19,690.00
Task 8 - 30% Design Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Task 9 - Application Submittal to Sand City for Coastal Development Permit	4	16	0	0	55	0	0	0	0	0	0	10	4	8	97	$16,995.00
Task 10 - CEQA Compliance (IS/MND)	12	0	0	12	80	0	2	2	8	0	0	16	8	4	144	$24,570.00
Task 11 - Incidental Take Permits	Incidental Take Permits															
Task 11.1 - Consultation with CDFW and USFWS	2	0	0	0	0	0	0	24	0	0	0	2	0	0	28	$5,870.00
Task 11.2 - CDFW 2081 Permit	2	0	0	0	0	0	0	32	8	32	0	4	0	1	79	$13,305.00
Task 11.3 - USFWS Habitat Conservation Plan, Permit	2	0	0	0	0	0	0	48	8	52	0	4	0	1	115	$19,165.00
Task 12 - Sand City CDP Application Processing and City Council Hearing	10	7	0	0	32	10	0	0	0	0	0	3	0	4	66	$12,060.00
Task 13 - Administration of Project and Grant	24	40	0	0	75	0	0	0	0	0	0	16	0	0	155	$31,215.00
Subtotal (Hours)	147	117	45	12	460	14	34	120	94	160	25	99	12	37	**Total Hours**	**Total Cost**
Subtotal (Cost)	$40,425.00	$29,250.00	$9,225.00	$2,340.00	$75,900.00	$1,960.00	$4,250.00	$25,200.00	$15,980.00	$20,000.00	$11,250.00	$13,860.00	$1,500.00	$4,255.00	**1,376**	**$255,395.00**

Additional Costs	
Production Costs	$100.00
Travel Costs (@0.655/mi)	$25.00
Postal/Deliverables	$100.00
Miscellaneous (Traffic Counting Tubes)	$2,000.00
Miscellaneous (CNDDB)	$25.00
Administrative Overhead 15%	$225.00
Total	**$2,475.00**

Subconsultant Fees	
Polaris Land Surveying	$52,550.00
Integral Consulting	$28,000.00
BFS Landscape Architect	$73,984.00
Subconsultant Overhead 15%	$23,180.10
Total	**$177,714.10**

Total Costs	**$473,201.35**

PERMIT FEES		Cost
2023 CDFW 2081 Permit Fee		$37,517.25
USFWS Permit Fee		$100.00

Polaris Land Surveying Scope and Budget

B

ATTACHMENT

Polaris Land Surveying, Inc.
Professional Land Surveying Services
P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564
E-mail: Lynn@PolarisLandSurveying.net

August 25, 2023

Esme Wahl
EMC Planning Group
601 Abrego Street
Monterey, CA 93940
Via email: wahl@emcplanning.com

Re: California Coastal Conservancy
Trails in Sand City

Dear Ms. Wahl:

It is with pleasure that I respond to your request for a proposal to provide surveying services for the Aerial Mapping and Right of Way mapping for the two new proposed trails in Sand City, California.

We will provide the following services:

Research and Analysis of Property Records

We will perform deed and map research to find the legal description of the right of ways for the proposed trails. We will calculate the record boundary lines prior to going out in the field to search for property monumentation. If you provide us with a copy of Title Reports for the properties, our mapping will include any easements indicated in the title report.

Boundary Survey

We will perform a field survey of the routes of the two new proposed trails in Sand City, California. We will search the surrounding area for boundary monuments sufficient to locate and map the existing right of way. We will find sufficient monuments at the pertinent property corners.

We will also prepare an easement legal description for the proposed route through APN 011-125-050, Lot 19, Block 18, Seaside Add. To East Monterey.

We will prepare and file Pre-Construction Corner Records, as required by California State law, for any found monuments which may be lost in the construction phase of the project. Post-Construction Corner Records are not included at this time.

Re: California Coastal Conservancy
Trails in Sand City

Aerial Survey

Aerial photogrammetry, at a 1" = 20' scale, would be controlled, flown, and mapped of a strip within a 100' wide strip along the proposed alignments. This would yield a mapping accuracy of +/- 0.2' horizontally and +/- 0.3' vertically. Orthophotos will also be provided at a resolution of 0.1' (TIFF and TWF). This would provide the planimetric features in their entirety as well as surface grades and spot elevations on 25' centers. We will coordinate the flight timing, panels and coordinate control with APS.

Control for the aerial panels and their coordinate locations will be provided by a field survey. Survey personnel from Polaris would layout the panels from the sketches provided by the photogrammetrist and perform a control survey for the aerial photos. This will require 13 targets for the entire project, which would become the control points for the right of way mapping.

There will not be supplemental field surveying at this time for the conform areas or any other considerations. If there are supplemental surveys to be performed to finalize the design plans, that will be done in the next phase of the project.

Total Fee $52,550.00

All coordinates will be obtained on the California State Plane Coordinate System, Zone 4, NAD 83 (2011). The elevation datum will be NAVD 1988. Deliverables will include all survey data gathered in a format compatible with AutoCAD Civil 3D 2020 and all survey notes. A control identifier information sheet will be prepared for each control point. This will include the position data, description of the physical characteristic of each point, description of the location, and photographs. There will be a separate file for the aerial mapping and the right of way boundaries.

The above detailed scope of services is based on the assumption that the premises will be available for our access and that the owners of adjacent properties will be notified by either BFS Landscape Architects or California Coastal Conservancy, if necessary. This survey proposal does not include coordination with third parties, special title research, resolution and analysis of special boundary issues if sufficient property corners do not exist on the property, line points along the property lines, off site surveying for the boundary or the topographic features, except as noted above. If additional field surveying is requested, we will provide that at an hourly rate. We understand that this is a prevailing wage project.

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

Sincerely,

Lynn A. Kovach, P.L.S. 5321
President, Polaris Land Surveying, Inc.

Integral Scope and Budget

C

ATTACHMENT

Technical Support Services for the
Sand City Coastal Trail Grant

Scope of Services Requested:
The requested services primarily consist of two tasks: assess the potential coastal hazards and sea level rise hazards over the life of the project and prepare a coastal resiliency strategies memo to identify adaptation triggers and thresholds, as well as potential strategies.

1. **Sea Level Rise and Coastal Hazards Assessment** will assess potential coastal hazards impacts on the proposed development to inform the location of the proposed viewing platform as well as trail planning and design. Future sea level rise horizons will be determined based on discussions with Sand City and stakeholders and will follow the State of California guidance. The Integral team will evaluate dune erosion using a FEMA approach that includes storm duration [1] + sea level rise modeling approach[2] to project future dune crest positions under various sea level rise scenarios. These dune erosion extents can be used as an erosion setback position accounting for a factor of safety.

2. **Coastal Resiliency Strategies Memo** will identify triggers and thresholds related to dune erosion setback distances to inform trail alignment and planning efforts as well as relocation and abandonment triggers. The Integral team will work with EMC Planning, Sand City, and other stakeholders to determine planning and adaptation measures to avoid or mitigate hazards.

   Deliverables may be used as an attachment or exhibit in the Trail Plan and will include:
   - A written memo explaining the methods, findings, adaptation pathways, and recommended setbacks and other coastal resiliency strategies.
   - A series of hazard maps and other graphics depicting the timing of vulnerabilities to support the trail alignment.
   - Graphics depicting triggers and adaptation pathways for relocation.

Budget Estimate
Task 1. $12,500
Task 2. $15,000
Expenses $500
Total: $28,000

Timeframe
Task 1. 3 months from the signed contract
Tasks 2. 6 months from the signed contract

[1] FEMA guidance Coastal Flood Hazard Analysis and Mapping for the Pacific Coast
[2] Revell et al. 2011. A methodology for predicting future coastal hazards due to sea-level rise on the California coast. Climatic Change 109:S251-S276 doi: 10.1007/s10584-011-0315-2.

BFS Landscape Architect Scope and Budget

D

ATTACHMENT

Scope of Services

Sand City Beach Trail Connections
August 24, 2023

PROJECT DESCRIPTION
Concept through 30% Design for trail extensions on both sides of Highway 1, to include

a. ADA compliant trails / boardwalks
b. (4) interpretive signs
c. (4) wayfinding signs
d. Street parking and turnaround configurations
e. Viewing platform with seating
f. Trail fencing
g. Composting toilet – location only

1.0 CONCEPTUAL DESIGN (EMC TASKS 5 & 6 / ASSUMES 8 WEEKS PLANNING / 4 WEEKS REVIEW)

1.01 Attend Project start up meeting. Review scope of services, project program, schedule with EMC Project Manager [PM].

1.02 Visit Project site and photograph for in-house design reference.

1.03 Research, compile, and review applicable State / City codes. Review CA State Parks trails manual for relevant sections.

1.04 Meet with PM to coordinate once every 2 weeks. Allow for (4) 1-hour virtual meetings.

1.05 Obtain CAD survey files from PM and prepare composite base plans for conceptual design.

1.06 Prepare draft concepts for ADA compliant trail alignments and parking options west of the Highway (beach access). Sketch sections to show relationship of trail to existing grades. Initial studies may be hand-drawn overlays.

1.07 Review conceptual design sketches with PM. Following PM review and comment refine the conceptual designs as required.

1.08 Prepare final concepts for the ADA compliant trail alignments and parking options. Deliverables will be CAD drawn and color rendered plans, likely 1:40 scale with enlargements for the deck.

1.09 Research and prepare sheet of trail materials and site furnishings.

1.10 Meet with City Staff, State Parks, Coastal Commission (Agencies) to review trail concepts. Allow for (3) 1-

hour virtual meetings. Assumes that trail alignments and parking options will be finalized during these meetings.

1.11 Respond to Agency comments in written form. Submit to PM.

2.0 30% DESIGN (EMC TASK 7/ ASSUMES 12 WEEKS)

2.01 Refine / reformat base plans as required for 30% Design for selected trail alignments and parking options.

2.02 Prepare Draft 30% Design plans for review by PM to include

a. Key Plans 1:100 scale (2) sheets
b. Trail & Parking Plans 1:20 scale (7) sheets to include elevations and slopes. Includes deck enlargement
c. Trail Sections
d. Trail schematic details
e. Wayfinding Signs (per CA State Parks or other agency standards)

2.03 Meet with PM to coordinate once every 2 weeks. Allow for (6) 1-hour virtual meetings.

2.04 Submit Draft 30% Design plans electronically and review with PM

2.05 Based on PM review comments, revise and submit Final 30% Design Plans electronically.

3.0 CONSTRUCTION DOCUMENTS

NOT INCLUDED

4.0 BIDDING & CONSTRUCTION REVIEW

NOT INCLUDED

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

5.10 Public Outreach and Hearings

5.11 Attend up to (2) in person meetings (2) hours each, assumed to be in Sand City. Assumes documents prepared for Agencies will suffice for presentation and additional renderings are not required.

5.20 Interpretive Graphic Design – 4 Panels (Concurrent with Concept / 30% Trail Design)

5.21 Kick-off meeting via shared screen call with PM and Agency resource persons to review conceptual locations and interpretive graphic themes.

5.22 Initial content development on selected themes. Biological / other content to be provided by EMC / Agency Resource Persons. BFS will edit and compose provided content.

5.23 Initial image-type selection to represent theme content outline. Images may be sourced mainly from the web, may not represent final images.

5.24 Submit compiled initial content outline and image-types electronically for review with PM / Agency Resource persons via shared screen call. Assumes no major revisions, and any minor comments to be addressed in next stage.

5.25 Develop concept graphic design for themes using edited content and selected images. Coordinate with PM as required.

5.26 Submit draft concept graphic design (layouts including colors / textures / graphics and preliminary images) electronically for review with PM / Agency Resource persons via shared screen call.

5.27 Based on PM / Agency comments, refine graphics and submit final concept graphic design electronically.

EXCLUSIONS

The following are excluded from our scope of services.

1. Habitat restoration design – Planning Scope
2. Structural design for boardwalks and viewing deck
3. Cost Estimating
4. Preparation of flyers / agenda / handouts for Community meetings.
5. Camera / print ready artwork for interpretive graphics.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN	$26,456
2.0	30% DESIGN	$25,084
3.0	CONSTRUCTION DOCUMENTS	NOT INCLUDED
4.0	BIDDING & CONSTRUCTION REVIEW	NOT INCLUDED
5.0	ADDITIONAL SERVICES	
	5.1 Public Outreach & Hearings	$3,360
	5.2 Interpretive Graphic Design	$18,084
REIMBURSABLE EXPENSES BUDGET		$1000
TOTAL		**$73,984**

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

CITY OF SAND CITY

RESOLUTION SC 24-___,2024

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING THE GRANT OF FUNDS FROM THE STATE COASTAL CONSERVANCY TO THE CITY OF SAND CITY FOR THE PURPOSE OF PLANNING THE SAND CITY COASTAL TRAIL

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding.

WHEREAS, at its February 15, 2024 meeting, the Conservancy adopted a resolution authorizing a grant to the City of Sand City ("grantee") for the Sand City Coastal Trail Planning ("the project"). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy February 15, 2024 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of State Coastal Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement, on terms and conditions required by the Conservancy grant agreement.

NOW, THEREFORE, be it resolved that the City of Sand City hereby:

1. Approves the award of grant funding from the Conservancy for the project.

2. Acknowledges that it has or will have sufficient funds to complete the project and, if any property is acquired as part of the project to operate and maintain the property, and, if any facilities are constructed as a part of the project, to operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.

3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.

4. Authorizes Vibeke Norgaard, City Manager of the City of Sand City to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 19th day of March, 2024 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY

RESOLUTION SC 24-___,2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMC PLANNING GROUP INC TO PLAN, OBTAIN PERMITS, AND CONDUCT CEQA REVIEW FOR SAND CITY'S COASTAL TRAIL PROJECT

WHEREAS, the City of Sand City was awarded a grant from the State of California Coastal Conservancy for acquisition, planning, and CEQA documentation to develop a plan (acquisition, planning, design, climate adaptation strategies) and CEQA documentation for a recreational, coastal access trail from the Sand City's City Hall and adjoining Calabrese Park to the Pacific Ocean and Monterey Bay National Marine Sanctuary viewing platform known as Vista Point; and

WHEREAS, the proposed trail will integrate with existing development, provide a public access connection to the beachfront and the newly renovated Vista Point viewing platform, and further the completion of the Monterey Regional Trail; and

WHEREAS, EMC Planning Group Inc., (EMC), together with the firm of Bellinger, Foster, Steinmetz Landscape Architects (BFSLA) has prepared overall guidance for the Coastal Trail Project; including project description, scope of work, budget and schedule referenced in the State Coastal Conservancy funded grant application as referenced in Exhibit "A" of Attachment "1" of this resolution; and

WHEREAS, EMC has extensive Planning and CEQA documentation experience over the past 45 years and was involved in planning the Calabrese Park and biological survey work for the recently approved mixed-use project adjacent to this local trail project. BFSLA has provided design and planning services to public and private clients throughout California for over 25 years; and

WHEREAS, On the basis of the foregoing recitals, EMC Planning Group, Inc. is uniquely qualified to implement the Sand City Coastal Trail plan project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the City Manager to enter into a contract, in substantially in the same form as that attached hereto as Attachment 1, subject to the approval of the City Attorney, and in an amount not to exceed **$432,391.35** with EMC Planning Group, Inc. to design and plan, including public outreach and CEQA documentation, for the Sand City Coastal Trail.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 19th day of March 2024 by the following votes:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

_____
Mary Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Exhibit A: Contract Between Sand City and EMC Planning Group

Exhibit B: EMC Planning Group Scope of Work and Budget

RESOLUTION ATTACHMENT 1
Resolution SC 24- (2024)

CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP FOR COASTAL TRAIL GRANT

This Agreement made this 19th day of March, 2024 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group Inc., a California Corporation, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end upon completion of the Scope of Services described herein, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at it sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed four hundred thirty-two thousand and three hundred and ninety-one dollars and thirty-five cents ($432,391.35) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. In no event shall such sum exceed four hundred thirty-two thousand and three hundred and ninety-one dollars and thirty-five cents ($432,391.35) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.

C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.

D. The parties may amend this Agreement only by a writing signed by all the parties.

E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.

F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:

a. Immediately terminate the Agreement

b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

c. Retain a different consultant to complete the work described in a given task order not finished by Consultant

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and

other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY

is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY:
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Vibeke Norgaard, City Manager

To CONSULTANT:
EMC Planning Group, Inc.
601 Abrego Street
Monterey, CA 93940
Attention: Michael Groves, Senior Principal

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT except as expressly set forth in the scope of services. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey or in the United States District Court for the Central District of California.

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By:_____
(Signature)

_____
(Typed Name)

_____
(Title)

CITY OF SAND CITY

_____
Vibeke Norgaard, City Manager

ATTEST:

_____
Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments:

	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

Planning for Success.

March 14, 2024

Vibeke Norgaard
City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Coastal Trail Scope of Work

Dear Vibeke,

The City of Sand City was awarded $473,500 in funding from the State Coastal Conservancy to plan for a coastal trail from Sand City's Calabrese Park, northeast to Tioga Avenue, over the State Route 1 Tioga Avenue overpass, and southwest through the dunes west of State Route 1. The grant covers planning; CEQA documentation; and permitting. EMC Planning Group has prepared a scope of budget to assist the City in carrying out the work of the grant. EMC's budget totals $432,391.35. Of EMC's budget, $154,534 is allotted for technical subconsultants. EMC currently proposes to use the following subconsultants to carry out technical work: Polaris Land Surveying, Inc., Integral Consulting, and BFS Landscape Architects. EMC Planning Group will manage all subconsultants. $41,108.65 of the grant is retained to be used by City staff to cover attorney costs, engineering costs, City Council hearings, and grant administration (invoicing and reporting).

EMC Planning Group's scope of work is detailed below:

Task 1 – Legal Work to Secure Easements

EMC Planning Group will assist Sand City's attorney with this Task and will coordinate with State Parks and private land holdings to secure easements and property ownership (where needed).

Deliverables:

- Property acquisition (as needed)
- Conservation easement
- Recorded documents

Task 2 – Technical Studies

EMC Planning Group will conduct studies needed to inform project design, including biological studies and cultural resources study. Polaris Surveying will prepare a topographic study, which is included in her scope of work attached.

Deliverables:

- Biological resource assessment
- Special-status species surveys
- Archaeological assessment
- Increase in use study

Task 3 – Sea Level Rise Adaptation Plan

Integral Consulting will conduct a sea level rise and coastal hazards assessment to inform trail alignment and viewing platform location and identify triggers for maintenance, relocation, and removal. EMC Planning will review and coordinate.

Deliverable:

- A written memo explaining the methods, findings, adaptation pathways, and coastal resiliency strategies.
- A series of hazard maps and other graphics depicting the timing of vulnerabilities.
- Graphics depicting triggers and adaptation pathways.

Task 4 – Habitat Restoration Plan

EMC Planning Group will crate a habitat management plan and restoration plan.

Deliverables:

- Restoration and mitigation recommendations

Task 5 - Conceptual Planning

BFS landscape architect will create conceptual /schematic trail design plans. Plans will include trail alignment, interpretive and wayfinding signage, parking improvements, restrooms, and a viewing platform. EMC Planning will review and coordinate.

Deliverables:

- Topographical survey
- Dimensioned trail plan layout with sign locations
- Schematic level drawings
- Powerpoint
- Parking lot striping configuration

Task 6 – Review of Conceptual Plan

This Tasks allows stakeholders (community members, Sand City engineer, Coastal Commission) to review the schematic trail design plans, sea level rise adaptation plan, and habitat restoration plan.

Deliverables:

- Draft schematic trail design plans, sea level rise adaptation plan and habitat restoration plan for public review
- Up to two meetings with Coastal Commission staff

Task 7 – Public Outreach and Workshop

EMC Planning Group will lead a community workshop at a combined City Council meeting. Booth at a Sand City community night market for information sharing and community feedback.

Deliverables:

- PowerPoint presentation
- Interested person contact list
- Notes from community workshop and outreach event
- One special community outreach/ City Council meeting
- One street fair / Night Market booth

Task 8 – 30% Design Plans

BFS Landscape Architects will create 30% design plans based on stakeholder review. Their scope and deliverables are attached.

Task 9 – Application Submittal to Sand City for Coastal Development Permit (CDP)

EMC Planning Group will conduct early coordination with permitting agencies and will prepare and submit the CDP application package.

Deliverables:

- Notes from meetings with regulators
- Submit application for Coastal Development Permit

Task 10 – CEQA Compliance

EMC Planning Group will complete the required level of Environmental Review.

Deliverables:

- Expanded Initial Study
- Mitigated Negative Declaration
- Proposed Mitigation
- Restoration plan

Task 11 – Incidental Take Permits

EMC Planning Group will apply for Incidental Take Permits if necessary.

Deliverables:

- Consultation with USFWS and CDFW
- Prepare and submit CDFW Incidental Take Permit Application
- Prepare and submit USFWS Habitat Conservation Plan and Incidental Take Permit Application

Task 12 – Administration of Project & Grant

EMC Planning Group will assist the City of Sand City with grant management and will provide the City with progress reports. EMC Planning Group will manage all subconsultants

and will send the City monthly invoices. City staff will handle submitting the quarterly invoice to the SCC, including the request for disbursement form and back-up documentation.

Permit Fees

- CDFW 2081 Permit Fee: $37,517.25
- USFWS Permit Fee: $100

Budget

A detailed budget spreadsheet is attached. The total cost, including subconsultant fees, is $432,391.35.

Sincerely,

Michael Groves
President/ Senior Principal

Sand City Coastal Trail														
Task	**EMC Planning Group Inc.**													
Staff	Senior Principal	Principal	Senior Planner	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Assistant Biologist	Graphics	Production Manager	Admin./ Production	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$275.00	$250.00	$195.00	$165.00	$140.00	$125.00	$210.00	$170.00	$125.00	$140.00	$125.00	$115.00		
Task 1 - Legal Work to Securing Easements	35	0	0	60	0	0	0	0	0	12	0	10	117	$22,355.00
Task 2 - Technical Studies	Technical Studies													
Task 2.1 - Biological Assessment	2	0	0	0	0	0	4	24	40	5	0	1	76	$11,285.00
Task 2.2 - Focused Special-Status Plant Surveys (4 site visits)	0	0	0	0	0	0	2	34	4	4	0	1	45	$7,375.00
Task 2.3 - Archaeological Assessment	1	0	0	2	0	32	0	0	0	0	0	0	35	$4,605.00
Task 2.4 - Increase in Use Study	4	4	0	16	0	0	0	0	0	0	0	2	26	$4,970.00
Task 2.5 - Polaris Land Surveying	4	0	0	8	4	0	0	0	0	0	0	0	16	$2,980.00
Task 3 - Sea Level Rise Adaptation Plan	2	2	0	4	0	0	0	0	0	0	0	0	8	$1,710.00
Task 4 - Habitat Restoration Plan	5	2	0	12	0	0	4	12	32	3	0	1	71	$11,270.00
Task 5 - Conceptual Planning	16	4	0	24	0	0	0	0	0	0	0	0	44	$9,360.00
Task 6 - Review of Conceptual Planning	Review of Conceptual Planning													
Task 6.1 - Civil Engineer Review of Conceptual Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Task 6.2 - Meetings with City Staff, State Parks and Coastal Commission	8	8	0	12	0	0	0	0	0	8	0	0	36	$7,300.00
Task 6.3 - Internal Meetings BFS and EMC to discuss changes	4	8	0	12	0	0	0	0	0	0	0	0	24	$5,080.00
Task 6.4 - EMC Planning Group review of Conceptual Plan	4	2	0	8	0	0	4	0	0	0	0	0	18	$3,760.00
Task 7 - Public Outreach and Workshop	6	24	0	60	0	0	0	0	0	12	0	4	106	$19,690.00
Task 8 - 30% Design Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Task 9 - Application Submittal to Sand City for Coastal Development Permit	4	16	0	55	0	0	0	0	0	10	4	8	97	$16,995.00
Task 10 - CEQA Compliance (IS/MND)	12	0	12	80	0	2	2	8	0	16	8	4	144	$24,570.00
Task 11 - Incidental Take Permits	Incidental Take Permits													
Task 11.1 - Consultation with CDFW and USFWS	2	0	0	0	0	0	24	0	0	2	0	0	28	$5,870.00
Task 11.2 - CDFW 2081 Permit	2	0	0	0	0	0	32	8	32	4	0	1	79	$13,305.00
Task 11.3 - USFWS Habitat Conservation Plan, Permit	2	0	0	0	0	0	48	8	52	4	0	1	115	$19,165.00
Task 12 - Administration of Project and Grant	24	30	0	40	0	0	0	0	0	16	0	0	110	$22,940.00
Subtotal (Hours)	137	100	12	393	4	34	120	94	160	96	12	33	**Total Hours**	**Total Cost**
Subtotal (Cost)	$37,675.00	$25,000.00	$2,340.00	$64,845.00	$560.00	$4,250.00	$25,200.00	##########	##########	##########	$1,500.00	$3,795.00	**1,195**	**$214,585.00**

Additional Costs	
Production Costs	$100.00
Travel Costs (@0.655/mi)	$25.00
Postal/Deliverables	$100.00
Miscellaneous (Traffic Counting Tubes)	$2,000.00
Miscellaneous (CNDDB)	$25.00
Administrative Overhead 15%	$225.00
Total	**$2,475.00**

Subconsultant Fees	
Polaris Land Surveying	$52,550.00
Integral Consulting	$28,000.00
BFS Landscape Architect	$73,984.00
Subconsultant Overhead 15%	$23,180.10
Total	**$177,714.10**

Total Costs	**$432,391.35**

PERMIT FEES		Cost
2023 CDFW 2081 Permit Fee		$37,517.25
USFWS Permit Fee		$100.00

Polaris Land Surveying, Inc.
Professional Land Surveying Services
P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564
E-mail: Lynn@PolarisLandSurveying.net

August 25, 2023

Esme Wahl
EMC Planning Group
601 Abrego Street
Monterey, CA 93940
Via email: wahl@emcplanning.com

Re: California Coastal Conservancy
Trails in Sand City

Dear Ms. Wahl:

It is with pleasure that I respond to your request for a proposal to provide surveying services for the Aerial Mapping and Right of Way mapping for the two new proposed trails in Sand City, California.

We will provide the following services:

Research and Analysis of Property Records

We will perform deed and map research to find the legal description of the right of ways for the proposed trails. We will calculate the record boundary lines prior to going out in the field to search for property monumentation. If you provide us with a copy of Title Reports for the properties, our mapping will include any easements indicated in the title report.

Boundary Survey

We will perform a field survey of the routes of the two new proposed trails in Sand City, California. We will search the surrounding area for boundary monuments sufficient to locate and map the existing right of way. We will find sufficient monuments at the pertinent property corners.

We will also prepare an easement legal description for the proposed route through APN 011-125-050, Lot 19, Block 18, Seaside Add. To East Monterey.

We will prepare and file Pre-Construction Corner Records, as required by California State law, for any found monuments which may be lost in the construction phase of the project. Post-Construction Corner Records are not included at this time.

Re: California Coastal Conservancy
Trails in Sand City

Aerial Survey

Aerial photogrammetry, at a 1" = 20' scale, would be controlled, flown, and mapped of a strip within a 100' wide strip along the proposed alignments. This would yield a mapping accuracy of +/- 0.2' horizontally and +/- 0.3' vertically. Orthophotos will also be provided at a resolution of 0.1' (TIFF and TWF). This would provide the planimetric features in their entirety as well as surface grades and spot elevations on 25' centers. We will coordinate the flight timing, panels and coordinate control with APS.

Control for the aerial panels and their coordinate locations will be provided by a field survey. Survey personnel from Polaris would layout the panels from the sketches provided by the photogrammetrist and perform a control survey for the aerial photos. This will require 13 targets for the entire project, which would become the control points for the right of way mapping.

There will not be supplemental field surveying at this time for the conform areas or any other considerations. If there are supplemental surveys to be performed to finalize the design plans, that will be done in the next phase of the project.

Total Fee $52,550.00

All coordinates will be obtained on the California State Plane Coordinate System, Zone 4, NAD 83 (2011). The elevation datum will be NAVD 1988. Deliverables will include all survey data gathered in a format compatible with AutoCAD Civil 3D 2020 and all survey notes. A control identifier information sheet will be prepared for each control point. This will include the position data, description of the physical characteristic of each point, description of the location, and photographs. There will be a separate file for the aerial mapping and the right of way boundaries.

The above detailed scope of services is based on the assumption that the premises will be available for our access and that the owners of adjacent properties will be notified by either BFS Landscape Architects or California Coastal Conservancy, if necessary. This survey proposal does not include coordination with third parties, special title research, resolution and analysis of special boundary issues if sufficient property corners do not exist on the property, line points along the property lines, off site surveying for the boundary or the topographic features, except as noted above. If additional field surveying is requested, we will provide that at an hourly rate. We understand that this is a prevailing wage project.

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

Sincerely,

Lynn A. Kovach, P.L.S. 5321
President, Polaris Land Surveying, Inc.

Technical Support Services for the
Sand City Coastal Trail Grant

Scope of Services Requested:
The requested services primarily consist of two tasks: assess the potential coastal hazards and sea level rise hazards over the life of the project and prepare a coastal resiliency strategies memo to identify adaptation triggers and thresholds, as well as potential strategies.

1. **Sea Level Rise and Coastal Hazards Assessment** will assess potential coastal hazards impacts on the proposed development to inform the location of the proposed viewing platform as well as trail planning and design. Future sea level rise horizons will be determined based on discussions with Sand City and stakeholders and will follow the State of California guidance. The Integral team will evaluate dune erosion using a FEMA approach that includes storm duration [1] + sea level rise modeling approach[2] to project future dune crest positions under various sea level rise scenarios. These dune erosion extents can be used as an erosion setback position accounting for a factor of safety.

2. **Coastal Resiliency Strategies Memo** will identify triggers and thresholds related to dune erosion setback distances to inform trail alignment and planning efforts as well as relocation and abandonment triggers. The Integral team will work with EMC Planning, Sand City, and other stakeholders to determine planning and adaptation measures to avoid or mitigate hazards.

   Deliverables may be used as an attachment or exhibit in the Trail Plan and will include:
   - A written memo explaining the methods, findings, adaptation pathways, and recommended setbacks and other coastal resiliency strategies.
   - A series of hazard maps and other graphics depicting the timing of vulnerabilities to support the trail alignment.
   - Graphics depicting triggers and adaptation pathways for relocation.

Budget Estimate
Task 1. $12,500
Task 2. $15,000
Expenses $500
Total: $28,000

Timeframe
Task 1. 3 months from the signed contract
Tasks 2. 6 months from the signed contract

[1] FEMA guidance Coastal Flood Hazard Analysis and Mapping for the Pacific Coast
[2] Revell et al. 2011. A methodology for predicting future coastal hazards due to sea-level rise on the California coast. Climatic Change 109:S251-S276 doi: 10.1007/s10584-011-0315-2.

Scope of Services

Sand City Beach Trail Connections

August 24, 2023

PROJECT DESCRIPTION

Concept through 30% Design for trail extensions on both sides of Highway 1, to include

a. ADA compliant trails / boardwalks
b. (4) interpretive signs
c. (4) wayfinding signs
d. Street parking and turnaround configurations
e. Viewing platform with seating
f. Trail fencing
g. Composting toilet – location only

1.0 CONCEPTUAL DESIGN (EMC TASKS 5 & 6 / ASSUMES 8 WEEKS PLANNING / 4 WEEKS REVIEW)

1.01 Attend Project start up meeting. Review scope of services, project program, schedule with EMC Project Manager [PM].

1.02 Visit Project site and photograph for in-house design reference.

1.03 Research, compile, and review applicable State / City codes. Review CA State Parks trails manual for relevant sections.

1.04 Meet with PM to coordinate once every 2 weeks. Allow for (4) 1-hour virtual meetings.

1.05 Obtain CAD survey files from PM and prepare composite base plans for conceptual design.

1.06 Prepare draft concepts for ADA compliant trail alignments and parking options west of the Highway (beach access). Sketch sections to show relationship of trail to existing grades. Initial studies may be hand-drawn overlays.

1.07 Review conceptual design sketches with PM. Following PM review and comment refine the conceptual designs as required.

1.08 Prepare final concepts for the ADA compliant trail alignments and parking options. Deliverables will be CAD drawn and color rendered plans, likely 1:40 scale with enlargements for the deck.

1.09 Research and prepare sheet of trail materials and site furnishings.

1.10 Meet with City Staff, State Parks, Coastal Commission (Agencies) to review trail concepts. Allow for (3) 1-

hour virtual meetings. Assumes that trail alignments and parking options will be finalized during these meetings.

1.11 Respond to Agency comments in written form. Submit to PM.

2.0 30% DESIGN (EMC TASK 7/ ASSUMES 12 WEEKS)

2.01 Refine / reformat base plans as required for 30% Design for selected trail alignments and parking options.

2.02 Prepare Draft 30% Design plans for review by PM to include

a. Key Plans 1:100 scale (2) sheets
b. Trail & Parking Plans 1:20 scale (7) sheets to include elevations and slopes. Includes deck enlargement
c. Trail Sections
d. Trail schematic details
e. Wayfinding Signs (per CA State Parks or other agency standards)

2.03 Meet with PM to coordinate once every 2 weeks. Allow for (6) 1-hour virtual meetings.

2.04 Submit Draft 30% Design plans electronically and review with PM

2.05 Based on PM review comments, revise and submit Final 30% Design Plans electronically.

3.0 CONSTRUCTION DOCUMENTS

NOT INCLUDED

4.0 BIDDING & CONSTRUCTION REVIEW

NOT INCLUDED

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

5.10 Public Outreach and Hearings

5.11 Attend up to (2) in person meetings (2) hours each, assumed to be in Sand City. Assumes documents prepared for Agencies will suffice for presentation and additional renderings are not required.

5.20 Interpretive Graphic Design – 4 Panels (Concurrent with Concept / 30% Trail Design)

5.21 Kick-off meeting via shared screen call with PM and Agency resource persons to review conceptual locations and interpretive graphic themes.

5.22 Initial content development on selected themes. Biological / other content to be provided by EMC / Agency Resource Persons. BFS will edit and compose provided content.

5.23 Initial image-type selection to represent theme content outline. Images may be sourced mainly from the web, may not represent final images.

5.24 Submit compiled initial content outline and image-types electronically for review with PM / Agency Resource persons via shared screen call. Assumes no major revisions, and any minor comments to be addressed in next stage.

5.25 Develop concept graphic design for themes using edited content and selected images. Coordinate with PM as required.

5.26 Submit draft concept graphic design (layouts including colors / textures / graphics and preliminary images) electronically for review with PM / Agency Resource persons via shared screen call.

5.27 Based on PM / Agency comments, refine graphics and submit final concept graphic design electronically.

EXCLUSIONS

The following are excluded from our scope of services.

1. Habitat restoration design – Planning Scope
2. Structural design for boardwalks and viewing deck
3. Cost Estimating
4. Preparation of flyers / agenda / handouts for Community meetings.
5. Camera / print ready artwork for interpretive graphics.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN	$26,456
2.0	30% DESIGN	$25,084
3.0	CONSTRUCTION DOCUMENTS	NOT INCLUDED
4.0	BIDDING & CONSTRUCTION REVIEW	NOT INCLUDED
5.0	ADDITIONAL SERVICES	
	5.1 Public Outreach & Hearings	$3,360
`	5.2 Interpretive Graphic Design	$18,084
REIMBURSABLE EXPENSES BUDGET		$1000
TOTAL		**$73,984**

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

EXHIBIT B

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	
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.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM
10C.

Approve a Resolution Authorizing the Acquisition of Property at 501 Ortiz Avenue, and Authorize the City Manager to Execute a Purchase and Sale Agreement, Certificate of Acceptance, and Recordation of a Grant Deed

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Acquisition of property at 501 Ortiz avenue
DATE: March 19, 2024

BACKGROUND/DISCUSSION:

The City is currently in negotiations to purchase a property within Sand City. The subject property is located at 501 Ortiz Avenue in Sand City, Monterey County Assessor's Parcel numbers 011-196-015-000 and 011-196-014-000 (the "Property"), and currently owned by Katherine M. Roper, Trustee of the Survivor's Trust established under the Roper Trust Agreement dated April 30, 1985, and Robin J. Aeschliman, Sole Successor Trustee of the Trust Agreement dated June 12, 1987. The Property is on the same block as the City's "Art Park."

As further background, the Art Park is a city-owned parcel within Sand City's west-end district and is an integral part of Sand City's identity as an artist community. The Art Park is currently used as an event space for the monthly 831 Night Market and is also available for rent to be used as an event space for Sand City residents and local non-profit organizations.

The Property would not be dedicated to a particular use as part of the purchase and sale agreement; rather the City would have the option to use it for any public purpose. For example, the City may incorporate the Property into its' Art Park "visioning plan" as discussed at the February 20, 2023 City Council meeting.

Some key terms of the purchase and sale agreement include the following:

1. An appraisal of the Property valued it at $800,000. The purchase price would not exceed $800,000.
2. The City would lease back the parking portion of the Property to A and R Plumbing, who currently use the parking spaces, for a term to be mutually agreed on by the parties.
3. The City may use the Property for any public purpose, including the option to incorporate it into the Art Park visioning plan.

FISCAL IMPACT:
Approval of the purchase of this property would require that the City pay $800,000 plus closing costs. The acquisition would be funded from one or more of the following sources: The City's PLHA grant ($283,647); the City's Housing fund ($725,702); and/or the City's general fund.

RECOMMENDATION:

Adopt the Resolution Authorizing the Acquisition of Property at 501 Ortiz Avenue, and Authorizing the City Manager to Execute a Purchase and Sale Agreement, Certificate of Acceptance, and Recordation of a Grant Deed.

ATTACHMENTS:

1. Resolution

CITY OF SAND CITY
RESOLUTION SC ___, 2024

A RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE ACQUISITION OF PROPERTY AT 501 ORTIZ AVENUE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT, CERTIFICATE OF ACCEPTANCE, AND RECORDATION OF A GRANT DEED.

WHEREAS, Katherine M. Roper, Trustee of the Survivor's Trust established under the Roper Trust Agreement dated April 30, 1985 and Robin J. Aeschliman, Sole Successor Trustee of the Trust Agreement dated June 12, 1987 ("Owner), owns that certain real property located at 501 Ortiz Avenue, Sand City, Monterey County, CA 93955, known as Monterey County Assessor's Parcel numbers 011-196-015-000 and 011-196-014-000 (the "Property"); and

WHEREAS, the City of Sand City ("City") desires to acquire the Property to be used for future public purposes to be determined at a later time; and

WHEREAS, the City reviewed an appraisal of the Property prepared by Ryan J. Whitelaw, of Pacific Appraisers (the "Appraiser"), and the Appraiser determined the fair market value of the Property to be Eight Hundred Thousand Dollars ($800,000); and

WHEREAS, the City has negotiated and intends to pay Owner Eight Hundred Thousand Dollars ($800,000) for the purchase of the Property, consistent with the Property's fair market value as determined by Appraiser; and

WHEREAS, there is parking on the Property that A and R Plumbing Inc. currently uses for the purposes of conducting business, and intends to continue using after the Purchase and Sale Agreement is finalized; and

WHEREAS, the City has agreed to lease the parking portion of the Property back to A and R Plumbing Inc. for a period of time to be mutually agreed upon by the parties (the "Lease Agreement"); and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency; and

WHEREAS, the City may enter into agreements for the acquisition of real property and acquire real property for a future use which is currently unknown, when the City conditions the future use of the real property upon compliance with the requirements of the California Environmental Quality Act ("CEQA"), as provided in CEQA Guideline 15004(b)(2)(A); and

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The City Council hereby determines that the City's acquisition of the Property pursuant to the Purchase and Sale Agreement is consistent with the City General Plan.

2. The City Council hereby authorizes the City Manager to negotiate the Purchase and Sale Agreement for the Property in an amount not to exceed $800,000, and to negotiate the Lease Agreement, both in forms approved by the City Attorney. The City Manager and/or her designees are authorized to execute the Purchase and Sale Agreement, Lease Agreement, and such other documents and to take such other actions as are necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of the purchase price and the costs of escrow and title as required pursuant to the Purchase and Sale Agreement.

3. The City Council consents to the execution of a Certificate of Acceptance, in the form attached to the Purchase and Sale Agreement, by the City Manager, and the recordation of a grant deed conveying the Property to the City upon the close of escrow for the purchase of Property.

4. The City Council hereby conditions the City's future use of the Property upon compliance with the requirements of CEQA, as provided in CEQA Guideline 15004(b)(2)(A).

Passed, approved, and adopted by the City Council in a meeting thereof held on March 19, 2024 by the following:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
10D.

Consideration and Approval for the Cancellation of the April 2, 2024 Regular City Council Meeting