



CITY COUNCIL REGULAR MEETING

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

TUESDAY, SEPTEMBER 17, 2024

5:30 PM

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

City Council Regular Meeting - Tuesday, September 17, 2024
5:30 PM

AMENDED AGENDA

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

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

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

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

How to submit written Public Comments:

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

Written: All comments received before 8:00 am the day of the meeting will be posted on the City’s website as “Correspondence” under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to: cityclerk@sandcityca.org.

Read Aloud During the Meeting: Email your comments to cityclerk@sandcityca.org. When the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write “Read Aloud at Meeting” at the top of the email and your comments will be

read into the record (not to exceed three minutes at staff's cadence).

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above. Please use the "raise your hand" option on Zoom, and the City Clerk will call on your name.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency. The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

5. CONSENT CALENDAR

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

5A. Approve the City Council Regular Meeting Minutes for August 20, 2024
[Draft Minutes](#)

5B. Proclamation Recognizing Stormwater Awareness Week September 23-27, 2024
[Proclamation](#)

5C. Approve a Resolution Approving a Joint Exercise of Powers Agreement and Cooperation Agreement with Monterey County and the Cities of Gonzales, Greenfield, Marina, and Sand City to Undertake or to Assist in the Undertaking of Essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the Period of July 1, 2025 Through June 30, 2027
[Staff Report](#)
[Draft JPA Cooperative Agreement xx](#)
[Resolution](#)

5D. Acceptance of City/Successor Agency Financial Report from July 2024
[Staff Report](#)
[July 2024 Month End Cash Register Activity Report](#)
[July 2024 Month End Cash Disbursement Report](#)

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

9. NEW BUSINESS

- 9A. Presentation of Artists Renderings for the 2024 we.Mural Festival
[Staff Report](#)

- 9B. Approve a Resolution Approving a Revision to the Current Facade Improvement Program
[Staff Report](#)
[Resolution](#)
[Exhibit A1 Sand City RCP Information](#)
[Exhibit A2 Sand City RCP Checklist](#)
[Exhibit A3 Program Application](#)
[Exhibit A4 Funding Agreement](#)

- 9C. Consideration of Art Park Gate and Allocation of \$23,600 Contract with Saunders Sculpture Works Inc.
[Staff Report](#)
[Exhibit A Gate RFP](#)
[Exhibit B Staff Report 6-15-21](#)
[Exhibit C Staff Report 3-1-22](#)
[Exhibit D 3-1-22 Minutes](#)
[Exhibit E Gate Estimate](#)

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

11. CLOSED SESSION

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
5A.**

**Approve the City Council Regular Meeting
Minutes for August 20, 2024**

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

City Council Regular Meeting - Tuesday, August 20, 2024 5:30 PM

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

1. ROLL CALL

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

Staff: City Manager Vibeke Norgaard
Police Chief David Honda
City Attorney Adam Lindgren
City Engineer Leon Gomez
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Police Chief David Honda led the Pledge of Allegiance.

3. INVOCATION

Reverend Hellam made the invocation.

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

Mayor Carbone announced:

- Copies of the Mayor's Report were made available to the public.
- A celebration of life for Craig Hubler will be held on August 23, 2024 in the Sand City Council Chamber.
- The West End Festival is this weekend, August 24 & 25, 2024.
- MST Board met on August 19, 2024 and directed Mary Ann Carbone, Chair to send a letter to the Coastal Commission on behalf of the Board to address the 41 errors in the Coastal Commission staff report and the exaggerated negative impact and another letter inviting the Coastal Commission CEO for a tour of the MST SURF! Project site.

City Manager Vibeke Norgaard announced:

- The City will have a booth at the West End Festival to notify residents of various ongoing projects in Sand City. Copies of the Sand City Newsletter will be available at the booth as well.
- Postcards will be sent to all residents and businesses in Sand City notifying them on how to sign up to receive the Sand City Newsletter.
- Coastal Trail – Aerial surveying has taken place and aerial maps have been received. BFS landscape architects are working on conceptual design plans.
- Bike Trail – Staff applied for three additional MBARD grants for final project design.
- MST SURF! Project – The Engineering Staff has reviewed MST plans and returned all first round plan check comments to MST.

- The Human Resources Department has begun a recruitment for a new police officer to fill a vacant position.
- The City Attorney has drafted agreements as part of the escrow on 501 Ortiz and is on track to close escrow. ELS architects are working on a design concept and feasibility analysis.
- Flock cameras can provide statistics and analyze data. Statistics show for July, reading a license plate once only, a total of 606,737 cars were tracked coming into the City.
- Mural Festival – Talking Walls have located artists and have been in communication with the Art Committee Chair and with the Salvation Army to get approval for the Salvation Army Wall. Renderings will come to Council for approval at the September 17, 2024 City Council meeting.

5. COMMUNICATIONS

Public comment received from Jonathan Ahmadi and Luke Kilpatrick.

6. CONSENT CALENDAR

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Councilmember Sofer absent, Council voted 4-0-1 to approve the Consent Calendar.

- 6A. Approved the City Council Regular Meeting Minutes for March 21, 2023 and the Special Meeting Minutes and Regular Meeting Minutes for July 16, 2024.
- 6B. Considered and approved resolutions approving the Mayor's Proclamations: Resolution SC 24-52 Honoring Craig Hubler public service for the City of Sand City, Resolution SC 24-53 Recognizing Star Spangled Banner Day, Resolution SC 24-54 Designating September as Ovarian Cancer Awareness Month, and Resolution SC 24-55 Lifting Community voices for a World Free of Nuclear Weapons.
- 6C. Designated Mayor Carbone as Voting Delegate, Councilmember Sofer as Alternate, and Councilmember Diaz as 2nd Alternate for the 2024 League of California Cities Annual Conference and Expo.
- 6D. Approved Resolution SC 24-56 approving the Dates for the 2024 we.Mural Festival.
- 6E. Approved Resolution SC 24-57 approving the City's Fiscal Year 2024-25 General Employees Salary Schedule.
- 6F. Accepted the City/Successor Agency Financial Reports from June 2024.

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PRESENTATION

None.

9. PUBLIC HEARING

None.

10. NEW BUSINESS

- 10A. Approve a Resolution Amending Appendix "A" to the City of Sand City's Conflict of Interest Code Set Forth in Chapter 2.20 of the Sand City Municipal Code

No public comment received.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Hawthorne, Councilmember Sofer absent, Council vote 4-0-1 to approve Resolution SC 24-58 amending Appendix "A" to the City of Sand City's Conflict of Interest Code set forth in Chapter 2.20 of the Sand City Municipal Code.

- 10B. Approve a Resolution Adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017

Public comment received from Luke Kilpatrick and an unnamed speaker.

Upon motion by Councilmember Hawthorne and seconded by Vice Mayor Blackwelder, Councilmember Sofer absent, Council voted 4-0-1 to approve Resolution SC 24-59 adopting a List of Projects for Fiscal Year 2024-25 funded by SB 1: The Road Repair and Accountability Act of 2017.

- 10C. Discussion Regarding Resolution Establishing a Short-Term Rental Permit Cap

Public comment received from Luke Kilpatrick and an unnamed speaker.

The Council discussed the current cap of fifteen short-term rentals and discussed possible consideration of lowering the cap on short-term rentals. The Council's direction is to maintain the current cap of fifteen short-term rentals.

- 10D. Approve a Resolution Authorizing Application to and Participation in the Prohousing Designation Program

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Councilmember Sofer absent, Council voted 4-0-1 to approve Resolution SC 24-60 approving authorizing an application to and participation in the Prohousing Designation Program.

- 10E. Consideration and Approval for the Cancellation of the September 3, 2024 Regular City Council Meeting

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Councilmember Sofer absent, Council voted 4-0-1 to approve the cancellation of the September 3, 2024 Regular City Council meeting.

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

12. ADJOURNMENT

Council adjourned the meeting approximately at 6:50 PM.

**AGENDA ITEM
5B.**

**Proclamation Recognizing Stormwater
Awareness Week September 23-27, 2024**



PROCLAMATION

PROCLAMATION BY THE MAYOR OF THE CITY OF SAND CITY RECOGNIZING STORMWATER AWARENESS WEEK September 23-27, 2024

WHEREAS, the water quality of our local water resources is vitally important to sustainable communities and to the health, safety, and well-being of the people in our communities; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, business interests, and children in our communities to gain knowledge of, and maintain a progressive interest in, the protection of our water resources, including the understanding of best management practices for stormwater management; and,

WHEREAS, Local Agency, Municipal Staff, and dedicated volunteers often serve on the front lines of protecting water quality; and,

WHEREAS, stormwater is increasingly becoming a new water resource for our communities, where every drop counts as demonstrated by its contributions as a source water for the Pure Water Monterey project; and,

WHEREAS, since 2002, Monterey One Water has facilitated the Monterey Regional Stormwater Management Program (MRSWMP), a regional collaboration among member entities intended to implement local Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Permit Requirements under the Clean Water Act in a consistent and cost-effective manner; and,

WHEREAS, since 2002, the City of Sand City has been a member agency of the MRSWMP; and,

WHEREAS, 2024 marks the 13th year of the annual Stormwater Awareness Week, a statewide effort to educate local agency and municipal staff on stormwater and water quality issues plus help inform the public on the importance of protecting the Monterey Bay National Marine Sanctuary as the terminus point for the majority of stormwater in our communities;

NOW, THEREFORE, it is hereby proclaimed by Mary Ann Carbone, Mayor of the City of Sand City, recognizing the week of September 23 - 27, 2024, as Stormwater Awareness Week, and urges all community members to recognize the importance of stormwater quality and its impacts on community health, safety, welfare, and quality of life.

Proclaimed and signed by the Mayor of the City of Sand City on this 17th day of April, 2024.

Mary Ann Carbone, Mayor

**AGENDA ITEM
5C.**

Approve a Resolution Approving a Joint Exercise of Powers Agreement and Cooperation Agreement with Monterey County and the Cities of Gonzales, Greenfield, Marina, and Sand City to Undertake or to Assist in the Undertaking of Essential Activities Pursuant to Title I of the Housing and Community Development Act of 1974, as Amended, for the Period of July 1, 2025 Through June 30, 2027



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: CDBG Urban County Consortium JPA and CA for July 1, 2025, Through June 30, 2027
DATE: September 17, 2024

BACKGROUND/DISCUSSION:

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) qualified Monterey County, an Urban County Consortium for entitlement purposes on November 1, 2012. The County is required to requalify as an entitlement community every three years. On its own, Monterey County does not qualify as an entitlement community and must therefore form an Urban County Consortium with cities in the County in order to qualify. The recommended actions will renew the Urban County Consortium and allow the County to requalify for the entitlement designation.

DISCUSSION:

The CDBG entitlement program provides annual federal grants on a formula basis to entitled cities and counties to develop viable urban communities and to expand economic opportunities. HUD awards grants to entitlement community grantees to carry out a wide range of economic and community development activities directed toward promoting economic development, revitalizing neighborhoods, and providing improved community facilities and services. Entitlement grantees must give maximum feasible priority to activities which benefit low- and moderate-income (Low/Mod) persons. CDBG funds may not be used for activities which do not meet these broad national objectives.

There are two thresholds that must be met to be designated as an Urban County: 1) the unincorporated areas must have a population of at least 100,000; and 2) must be more than 50% of the Low/Mod population of the non-entitled cities and unincorporated areas of the county. On its own, the County does not meet the second threshold. To requalify, the County must partner with smaller cities to increase the number of Low/Mod persons covered by the Urban County Consortium.

The proposed Urban County Consortium is made up of the County and cities of Gonzales, Greenfield, Marina, and Sand City. As required by HUD, the County did extend an invitation to all non-entitlement cities to join the Consortium. In response the County received correspondence from King City declining and no responses from the

cities of Carmel-by-the-Sea, Del Rey Oaks, and Soledad. Pacific Grove withdrew its involvement. The cities of Monterey, Salinas, and Seaside are CDBG Metropolitan Cities and were not invited to join the Consortium.

HUD estimates, based on FY 2023 federal appropriations, that the Urban County Consortium is expected to receive approximately \$4,630,695 in new CDBG funds over the next three years. Of the total, the County will retain approximately \$728,978 to manage the program and \$694,604 will be allocated to public services not benefiting a specific community. The balance of the funding will be allocated to cities with Sand City receiving \$74,076. The County will also retain any unused administrative and public service funds for County sponsored projects.

CEQA:

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

FISCAL IMPACT:

Should HUD renew the grant, funding for Sand City will be \$74,076 for the applicable period (July 1, 2025, through June 30, 2027).

RECOMMENDATION:

It is recommended that the City Council Adopt the Resolution to:

- a. Authorize the City Manager to enter into a Joint Exercise of Powers Agreement and Cooperation Agreement (JPA and CA) attached as Attachment 1.
- b. Authorize the City Manager to sign the JPA and CA;
- c. Authorize the City Manager to approve minor modifications to the JPA and CA as necessary to comply with federal requirements and as directed by the U.S. Department of Housing and Urban Development (HUD); and,
- d. Authorize the City Manager to take any other actions necessary to receive the funds.

ATTACHMENTS:

1. Joint Powers and Cooperative Agreement
2. Resolution

JOINT EXERCISE OF POWERS AGREEMENT AND COOPERATION
AGREEMENT TO UNDERTAKE OR TO ASSIST IN THE UNDERTAKING OF
ESSENTIAL ACTIVITIES PURSUANT TO
TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974,
AS AMENDED,
FOR THE PERIOD OF JULY 1, 2025, TO JUNE 30, 2027

This Agreement (“Agreement”) is entered into by and between the County of Monterey (“County”) and the cities of Gonzales, Greenfield, Marina, and Sand City (“Units of General Local Government” hereafter “UGLGs”) relating to essential community development and housing assistance activities funded by the Community Development Block Grant Entitlement program of the U.S. Department of Housing and Urban Development.

RECITALS

WHEREAS, Congress has enacted the Housing and Community Development Act of 1974, as amended (the “Act”); and

WHEREAS, Title I of the Act provides for the Community Development Block Grant (“CDBG”) program; and

WHEREAS, Title I of the Act makes CDBG entitlement grants available to cities with a population of 50,000 or more persons and to counties that qualify as an Urban County; and

WHEREAS, County qualified as an Urban County in 2012 and may thereby requalify to receive such funds; and

WHEREAS, the parties hereto wish to enter into this Agreement to enable the County to continue to receive CDBG entitlement funds as an Urban County and to establish the respective rights and obligations of the County and UGLGs to such funds.

WHEREAS, the City and the County agree to “cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.”

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1) Authorities.

a. This Agreement is made pursuant to Section 6500 et. seq. of the California Government Code and constitutes an exercise of powers common to both UGLGs and County, each being empowered to carry out the purposes of the grant in their own jurisdictions.

b. This Agreement is further made pursuant to the Housing and Community Development Act of 1974, as amended.

2) Definitions.

For purposes of simplicity and clearer understanding, some of the definitions below have been shortened or rephrased from those set forth in the Act and Regulations thereunder. In the event of any conflict between the definitions in this Agreement and those set forth in the Act and Regulations, the latter shall govern.

a. “Act”: Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended.

b. “Advisory Committee”: The committee representing all jurisdictions participating in the

County's Urban County application and comprised of a representative of each jurisdiction.

c. "Annual Action Plan": The annual plan summarizes the activities that will be undertaken in a program year to meet the goals outlined in the Consolidated Plan, how those projects address identified community needs, and assesses overall progress toward meeting the goals of the five-year Urban County Consolidated Plan.

d. "Board of Supervisors": The County's legislative body which is the legal recipient of the Community Development Block Grant from HUD and is legally responsible for the administration of the Urban County Community Development Block Grant Program in the County of Monterey.

e. "CDBG": Community Development Block Grant, a federal program administered by HUD which provides funding to eligible entitlement cities and Urban Counties to address housing and community development needs of lower income persons.

f. "City": Any city that is a party to this Agreement.

g. "Consolidated Plan": The HUD required document to request funding as an Urban County.

i. The Consolidated Plan also serves as a guide for HUD in the review of the distribution of resources to communities.

ii. The Consolidated Plan describes the housing and community development conditions and goals to address the needs of lower income persons and identifies actions to be taken by the Urban County to address its housing and community development needs.

h. "County": The County of Monterey.

i. "Grant": The CDBG funds allocated by HUD to the County of Monterey as the legal recipient of the Community Development Block Grant for the Urban County.

j. "Housing and Community Development": The County department established by the County of Monterey Board of Supervisors to undertake the County's housing and community development programs including assistance in the development of affordable housing for low- and lower-income residents of the County.

k. "HUD": The United States Department of Housing and Urban Development.

l. "Joining Jurisdiction": The jurisdictions joining the Urban County Consortium, i.e., the cities of Gonzales, Greenfield, Marina, and Sand City and the County of Monterey.

m. "Program": The County of Monterey's Urban County Community Development Block Grant Program.

n. "Project Proposals": Requests for an allocation of CDBG funds submitted by eligible applicants to implement specific eligible CDBG activities, including both projects and services, as defined by HUD.

o. "Public Participation Plan": The plan adopted by the Board of Supervisors of the County which outlines the opportunities and process for citizen input on matters pertaining to planning, monitoring, and evaluation of the Urban County CDBG Program's projects.

p. "Regulations": The rules and regulations of the U.S. Department of Housing and Urban Development. Particular reference is made to those regulations stated in 24 Code of Federal Regulations Part 570 (containing the general regulations of Community Development Block Grants) and Part 58 (containing the regulations on the Federal Environmental Review Procedures).

q. "Units of General Local Government or UGLG": Collectively, all signatories to this Joint Exercise of Powers Agreement.

r. "Urban County": A county that is (1) in a metropolitan area; (2) authorized by state law to undertake essential community development and housing assistance activities within its unincorporated areas, and (3) has a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas; or has a total

combined population of at least 100,000 but less than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities).

s. “Urban County Standing Committee”: The committee appointed by the Board of Supervisors to meet and confer about Project Proposals and to make recommendations to the Board regarding the Project Proposals.

t. “Urban County Staff”: Staff persons of the County and cities participating in the Program.

3) Purpose of Agreement.

a. This Agreement is formed to meet the requirements and purposes of the Act and Regulations with respect to the entitlement grant pursuant to Title I of the Act and to establish the respective rights of the parties to such grant.

b. The purpose of this Agreement shall be accomplished in the manner hereinafter set forth.

4) Cooperation Agreement.

a. UGLGs agree to undertake, or assist in undertaking of, essential activities as defined in the Act and Regulations thereunder for the term of this Agreement.

i. More specifically, the UGLGs agree to cooperate to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities.

b. The UGLGs will comply with the Urban County’s certification under section 104(b) of Title I of the Housing and Community Development Act of 1974 that the grant will be conducted and administered in conformity with all federal laws and regulations specified in HUD’s Urban County Notice (CPD-24-02) and:

i. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);

ii. The Fair Housing Act (Title VIII of Civil Rights Act of 1968) and the implementing regulations at 24CFR Part 100, and the duty to affirmatively further fair housing (AFFH);

iii. Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates,

1. Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8;

2. Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35.

3. The Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146.

4. Section 3 of the Housing and Urban Development Act of 1968.

iv. Other applicable laws.

c. UGLGs and County agree, pursuant to 24 CFR 570.501(b) that cities are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

i. Each UGLG understands and agrees that, should it fail to comply with such requirements or with the terms of this Agreement, funds which may be allocated to the offending UGLG during the effective dates of this Agreement may be terminated, or reduced or otherwise limited in accordance with the Act and Regulations.

d. UGLGs may not veto or prevent an approved activity that implements the Urban County’s

approved Consolidated Plan.

e. This Agreement covers only the County's designation as an Urban County for the CDBG Program.

i. The County is not seeking Urban County designation for purposes of receiving Emergency Shelter Grant (ESG) or HOME Investment Partnership (HOME) funds.

f. All UGLGs participating in this Agreement understand and agree that they may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which they are participating in the Urban County's CDBG Program.

g. All UGLGs participating in this Agreement understand and agree that they may receive a formula allocation under the HOME Program only through the Urban County.

i. Thus, even if the Urban County does not receive a HOME formula allocation, the participating UGLG cannot form a HOME consortium with other local governments.

ii. This does not preclude the Urban County or a UGLG from applying to the State for HOME funds, if the State allows.

h. All UGLGs agree that they may that they could only receive a formula allocation under the ESG Program if the urban county were to pursue such funds, as the county currently is not a formula ESG grantee. UGLGs are not precluded from applying for and receiving state ESG funds in accordance with the California state ESG program.

i. The County will submit the Joint Exercise of Powers Agreement and Cooperation Agreement to the UGLGs for signature by the UGLGs if UGLGs choose to participate in the Urban County Program.

i. If an UGLG decides not to participate in the Urban County program by not signing a Joint Exercise of Powers Agreement and Cooperation Agreement, it shall not be eligible to receive Urban County entitlement CDBG funding for three successive program years commencing on July 1, 2025, and ending June 30, 2028 (Federal Fiscal Years 2025-2027).

j. Upon qualifying, the Urban County will remain as such (including its unincorporated areas and the included UGLGs) for a period of three years.

i. That is, during the three-year qualification period, no included UGLGs can be removed from the Urban County. However additional UGLGs can seek to be included in the Urban County during that period.

ii. To assure that included UGLGs remain an effective part of the Urban County for the entire three-year qualification period, this Cooperation Agreement between the Urban County and its included UGLGs covers three successive program years.

k. All UGLGs participating in this Agreement understand and agree that this Agreement remains in effect until the CDBG Grant funds and program income received with respect to activities carried out during the three-year qualification period, are expended and the funded activities completed, and that the County and UGLGs may not terminate or withdraw from this Agreement while this Agreement remains in effect.

l. All UGLGs participating in this Agreement have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies within their own jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

m. All UGLGs participating in this Agreement have adopted and are enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.

n. Cities may not sell, trade, or otherwise transfer all or any portion of such funds to another

such metropolitan city, urban county, UGLG, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

o. The Urban County is prohibited from funding any activities in – or in support of – any participating UGLG that impedes the County's actions to comply with its fair housing certification.

5) Allocation of Funding.

a. As an Urban County, the County receives a direct allotment of CDBG funding from HUD. The annual funding will be distributed as follows:

i. A maximum of twenty percent (20%) of the allocation will be retained by the County for general administration.

ii. Up to fifteen percent (15%) will be set aside for Project Proposals for services.

iii. Up to sixty-five percent (65%) will be utilized for other eligible Project Proposals sponsored by participating cities and the County in the estimated allocations shown:

1. The City of Gonzales shall receive an allocation of approximately 3.8% of funding available for other eligible projects or \$175,566 over the term of this Agreement.
2. The City of Greenfield will receive an allocation of approximately 11.882% of funding available for other eligible projects or \$547,299 over the term of this Agreement.
3. The City of Marina will receive an allocation of approximately 9.8% of available funding for other eligible projects or \$452,696 over the term of this Agreement.
4. The City of Sand City shall receive an allocation of approximately 1.7% of funding available for other eligible projects or \$74,076 over the term of this Agreement.
5. The County of Monterey shall receive an allocation of approximately 36.6% of funding available for other eligible projects or \$1,693,834 over the term of this Agreement.

iv. The allocations to the cities of Gonzales, Greenfield, Marina, Sand City, and the County shall be adjusted by the same percentage change in annual funding available from HUD.

b. Per the California State Department of Housing and Community Development (HCD), any non-revolving State CDBG Program Income held by UGLGs as of July 1, 2019, and all future Program Income received thereafter must be transferred to Urban County for exclusive use by the UGLG depositing the Program Income with the Urban County.

i. UGLGs are required to notify HCD that they are participating in the Urban County and will report all future CDBG Program Income through the Urban County.

ii. Program Income transferred to the Urban County by a UGLG will be added to the UGLG's funding pool. If an UGLG elects to leave the Urban County, it must notify both the County and HCD of its intention to continue depositing CDBG Program Income with the Urban County for the Urban County's sole use or entering into a new Program Income Reuse Agreement with HCD.

1. It is the Urban County's policy that UGLG Program Income deposited with the Urban County will be returned to the UGLG as an augmentation of their regular funding award as part of the subsequent program year Action Plan.

c. Each UGLG must receive the minimum annual funding allocated at least once during each three-year funding cycle. An UGLG may elect to decline receipt of a portion or all UGLG's annual allocation if it does not have projects ready for implementation.

i. All funding allocations declined by an UGLG will be allocated to County unless County agrees to allocate the declined funding back to UGLG in a future year within the three-year JPA term.

6) Administration of Agreement.

UGLGs, the Advisory Committee, and the Urban County Standing Committee shall have specific duties and authorities.

a. UGLGs are charged with:

i. Cooperating in furnishing information and assistance necessary for the preparation, completion and filing of required HUD documents in accordance with the requirements of the Act and the Regulations. In accordance with such cooperation, the UGLG shall annually furnish the UGLG's local plan and process for citizen participation in the development of the UGLG's project proposals requested to be funded with Urban County CDBG Program funds to the County. The UGLG's local citizen participation final commitments will be incorporated into the official Urban County Public Participation Plan.

ii. Submitting to the County all necessary information required for the completion of a Consolidated Plan, Annual Action Plan, Analysis of Impediments to Fair Housing, Consolidated Annual Performance and Evaluation Report, or any other reports as necessitated by the Urban County status in the form required by HUD. This information will detail the Joining Jurisdiction's commitments to aiding and opportunities to very low and low-income persons within the Joining Jurisdiction. The local commitments by all participating cities will be incorporated into documents submitted by the Urban County to HUD to determine the local commitments to address the needs of very low- and low-income persons. The County shall not alter or amend the information furnished to County by cities in compliance with the Act and Regulations. Consistent with identified Urban County needs and priorities, the County shall have full authority and necessary control of the preparation and filing of documents submitted to HUD and of other papers and documents in support thereof.

iii. Making recommendations to the Advisory Committee regarding Project Proposals for projects and programs within its jurisdiction.

b. The County is charged with:

i. Undertaking all Urban County activities including:

i. Issuing a NOFA each year for funding;

ii. Analyzing funding requests submitted in response to the NOFA;

iii. Acting as staff to the Advisory Committee;

iv. Acting as staff to the Urban County Standing Committee;

v. Overseeing activities of Subrecipients;

vi. Reporting to HUD as required;

vii. Preparing all reports for submittal to IDIS on Subrecipient activities;

viii. Preparing all reports as required by HUD regarding the Urban County program; and,

ix. Working with and keeping participating Cities informed as to overall activities of the Urban County.

c. The Advisory Committee is charged with:

i. Reviewing all Project Proposals.

ii. Making recommendations to the Urban County Standing Committee regarding awards of loans and/or grants on all Project Proposals.

iii. Advising about the development of a comprehensive coordinated housing and community development, as necessary.

iv. Recommending awards of loans and grants for service programs proposed by jurisdictions, agencies, and non-profit organizations to jurisdictions and the Urban County Standing Committee.

d. The Urban County Standing Committee is charged with:

i. Recommending awards of loans and grants for projects and service programs proposed by jurisdictions, agencies, and non-profit organizations to the County Board of Supervisors.

7) Term of Agreement.

a. This Agreement shall become effective upon full execution by the governing bodies of County and UGLGs and it shall remain in full force and effect through June 30, 2028, or until all funds and any program income are expended and all activities are completed.

8) Proposals.

a. All Project Proposals for eligible projects located totally within the sphere of influence of an UGLG and must be considered by the UGLG as part of its project proposal development process.

9) Project Proposal Processing.

In general, projects will be processed in the following manner:

a. UGLGs and the County will solicit project proposals from entities serving the community and from jurisdictional departments.

b. UGLGs and the County will review, rate, and rank all Projects Proposals within their jurisdiction using a form provided by the County and approved by the Advisory Committee.

c. UGLGs will forward their rated and ranked Projects Proposals to the County for consolidation into one document.

d. The consolidated list of Project Proposals will be evaluated by the Advisory Committee to ensure that:

i) Projects meet the goals identified in the Consolidated Plan and Annual Action Plan.

ii) No more than 15% of total funds are allocated to public services.

e. The Advisory Committee will rate and rank the Projects Proposals and make final recommendations to the Urban County Standing Committee.

f. The Urban County Standing Committee will rate and rank the Projects Proposals and make final recommendations to the County Board of Supervisors.

g. The Urban County Standing Committee recommendations will be reviewed at a public hearing before the Board of Supervisors. It is understood and agreed that as the legal recipient of the grant, the Urban County, through its Board of Supervisors, must officially approve the recommended Project Proposals to be included in the application to ensure that the program submitted to HUD is consistent with the Urban County's Consolidated Plan.

10) Grant Disbursement.

a. UGLGs understand and agree that CDBG funds disbursed under this Agreement are the obligation of the County and that such obligation of the County is dependent upon the availability of federal funds to implement Title I of the Act. Funds disbursed to the UGLGs will be expended on eligible activities which have been approved by the Board of Supervisors and described in the adopted Annual Action Plan. The Annual Action Plan includes a description of prioritized needs, strategies to address the needs, and a project funding submission and evaluation process. This process

will be used to evaluate all project proposals according to their ability to address the adopted, prioritized needs and other criteria described in the adopted Annual Action Plan.

b. Parties hereto agree that Urban County funding will be prohibited for activities in or in support of any UGLG that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

c. Upon approval of the County Board of Supervisors and HUD approval of the CDBG allocations and with the release of said funds, the UGLG may begin implementation of approved activities. Information on the progress of approved activities will be submitted to the County on a monthly or quarterly basis during the program years the activities are being carried out. This information will be included in the Urban County's monitoring reports which are reviewed by HUD during the program year. Projects which fail to meet schedules according to the approved time schedule will be evaluated according to the process detailed in the approved Urban County CDBG Program Guidelines.

11) Areas of Housing Authority Operation.

a. Nothing herein shall affect the rights and obligations of the parties with respect to any agreement which the UGLGs or County may have with the Housing Authority of the County of Monterey (HACM).

12) Services, Equipment and Property: Reimbursement.

a. The County shall provide or be primarily responsible for providing the services, equipment, and other property necessary for the planning, preparation and filing of CDBG documents and for the administration of the grant funds subject to the right of the County to seek reimbursement for actual expenses and costs of furnishing such services, equipment, and property. Subject to the provisions of the application or of the grant award made thereon, all property furnished by County as herein-above described shall belong to County during the term of this Agreement and after its termination.

b. At the termination of the CDBG program, all property and equipment acquired with CDBG funds will be subject to the requirements and conditions 2 CFR Section 200 Subpart D, Property Standards.

13) Program Income.

a. This Section 13 only applies to Program Income generated through activities funded by the Urban County Program.

b. The UGLGs acknowledge that they must continue to maintain separate Program Income records for 1) Program Income generated through State CDBG revolving loan fund programs and 2) for Program Income generated through the Urban County Program.

c. Any Program Income generated by Urban County approved projects will be paid to the County except as cited in Section 14 below.

d. Any Program Income UGLGs or the County is authorized to retain may only be used specifically for eligible activities in accordance with the project approved by the Advisory Committee to which the Program Income relates and all CDBG requirements as may apply.

e. The County has the responsibility for monitoring and reporting to HUD on the use of any such Program Income; accordingly, UGLGs and County shall provide appropriate record keeping and reporting as may be needed for this purpose.

f. In the event of close-out or change in status of an UGLG, any Program Income that is on hand or received after close-out or change in status shall be paid to the County, except for Program

Income generated by an approved project and held in a revolving loan fund as cited in Section 14 below.

g. On an annual basis, the UGLGs shall submit to the County written certification that such Program Income has been and shall continue to be used for approved purposes.

h. Any Program Income which exceeds one hundred twenty five percent (125%) of the annual allocation at a point in time one hundred twenty (120) days prior to the fiscal year end must be returned to the County and will be added to the fund balance. To the extent possible, any Program Income returned to the County may be reallocated and reissued to the UGLG or County from which it came for new projects.

14) Revolving Loan Fund.

a. This Section 14 only applies to Program Income generated from HCD approved Revolving Loan Funds operated by Units of General Local Government.

b. The purpose of this provision is to enable the UGLGs or County to continue a revolving loan program, if established, in the event of close-out or a change in status of the UGLG or County. Such Program Income shall not be used for any purpose other than that for which it was approved and only for the benefit of low and very low-income households.

c. If an UGLG or the County establishes a revolving loan fund project approved by the Urban County Standing Committee such as a first-time home buyer or housing rehabilitation loan program or a Business Assistance or a Micro-Enterprise economic development loan fund, the UGLG or County may request that it retain Program Income for continued use in the revolving loan project. The request must be approved by the Urban County Standing Committee at the time of approval of the project. The approval to retain Program Income will be for a period not to exceed the three-year HUD approved Urban County funding cycle. The term may be extended for additional three-year periods that correspond to the HUD funding cycles by the Urban County Standing Committee upon request.

d. Eligible activities may be funded only through loans, which, in turn, generate payments to the fund for use in carrying out the same activities.

e. Any Program Income generated by revolving loan funds shall be maintained and used for the activity which generated the Program Income and must meet all existing and subsequent HUD regulations and requirements.

f. The UGLG or County must retain Revolving Loan Fund Program Income in a separate fund from other Urban County Program Income. The UGLG or County's Revolving Loan Fund cash balance must be held in an interest-bearing account and the interest must be remitted to the County annually. The County, in turn, remits the interest to HUD.

g. Regardless of the ability to retain Program Income, one hundred twenty (120) days before the end of any fiscal year, UGLGs or the County must return any Revolving Loan Fund balance to the County which is more than 125% of each UGLG's or County's annual allocation.

h. Revolving Program Income returned to the County will be added to the fund balance as cited in Section 13 above.

15) Records.

a. UGLGs and County shall maintain appropriate books, records, files, and accounts relating to the receipt and disbursement of the grant funds, including records in accordance with 24 CFR Sec. 570.503 as they relate to the application, acceptance, and use of federal funds for this federally assisted program and any other records imposed by County's contract with HUD. All such books, records, files, and accounts shall be made available for inspection at reasonable times and places by

authorized representatives of UGLGs, County, and Department of Housing and Urban Development or any other person authorized by the Act or the Regulations.

16) County Disbursement of Funds.

a. The Treasurer-Tax Collector of the County shall receive and have custody of all funds until disbursement of such funds to be made in a manner designated by the County. County shall, by a date no later than fourteen days after receipt of the current year funding money, notify UGLGs of the manner of disbursement of such funds.

17) Contractual Obligations.

a. It is expressly understood and agreed that, as the applicant to HUD, County must take the full responsibility and assume all obligations of an applicant under the Act and that HUD will look only to the County in this regard. However, County assumes no responsibility nor liability towards UGLGs for any failure to include an UGLG in the application because of an UGLG's failure to supply County with information necessary to prepare and file the application, or because of UGLG's failure to supply County with such information, upon designated dates, or because of UGLG's failure to comply with the Act and the Regulations.

18) Structure of the Agreement

It is expressly understood and agreed:

- a. As the applicant to HUD under the Act, County has sole responsibility for enforcement of the Agreement with UGLGs;
- b. UGLGs may enforce the Agreement with the County; and
- c. UGLGs may not enforce the Agreement on other UGLGs.

19) Indemnification.

a. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the UGLGs and County agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and UGLGs agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any performance of obligations required by this Agreement, the Act, Application, Regulations or other applicable laws relating to this Agreement delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any performance of obligations required by this Agreement, the Act, Application, Regulations or other applicable laws relating to this Agreement delegated to such other parties under this Agreement.

20) Discretionary Actions.

a. Nothing herein contained shall be construed to prohibit the UGLGs or County from exercising its discretion on any legislative quasi-judicial and/or administrative matter (including but not limited to any action involving zoning of General Plan amendments). Nothing herein shall

compel the UGLGs or County to take any action on any matter save and except as expressly required in this Agreement. It is understood and agreed that, by this Agreement, neither UGLGs nor County commit or delegate the exercise of any of its police powers in any matter whatsoever save and except as expressly set forth in this Agreement.

21) Timeliness.

a. When any action is required hereunder upon request for action on a document or material furnished by either the County to the UGLGs or the UGLGs to the County, said request for action on a document or material shall be furnished at least seven days prior to the date said action is required to allow sufficient time for the County or UGLGs to review and act on said document or material.

b. Time is of the essence in this Agreement.

22) Amendments.

a. This Agreement may be amended from time to time to incorporate new statutory or regulatory changes to the CDBG program. Any such amendment shall be executed by the officials authorized to execute this Agreement.

23) Severability.

a. Should any part, term, provision of this Agreement be judicially determined to be illegal or in conflict with any law of the State of California or any law of the United States, or should any part, term, or provision of this Agreement be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

24) Section Headings.

a. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

25) Notices.

a. Any notice, demand, or communication under, or about, this Agreement between the parties may be served by personal service; by electronic transmission; by facsimile; by mailing the same by certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested; or delivered personally to the principal office of the parties as follows:

If to the County:

County of Monterey
Housing & Community Development
Attention: Director
1441 Schilling Place, 2nd Floor, South
Salinas, CA 93901
(831) 755-5390
(831) 755-5398 facsimile
HousingPrograms@CountyofMonterey.gov

If to the City of Gonzales:

City of Gonzales
Office of the City Manager

Attention: City Manager

PO Box 647
Gonzales, CA 93926
(831) 675-5000
(831) 675-2644 facsimile
CGil@ci.gonzales.ca.us

If to the City of Marina

City of Marina
Office of the City Manager
211 Hilcrest Ave.
Marina, CA 93933
(831) 884-1224

(831) 384-9148 facsimile
llong@cityofmarina.org

If to the City of Greenfield
City of Greenfield
Office of the City Manager
Attention: City Manager
PO Box 127
Greenfield, CA 93927
(831) 674-5591
(831) 674-3149 facsimile

PWood@ci.greenfield.ca.us

If to the City of Sand City
City of Sand City
Office of the City Administrator
Attention: City Administrator
1 Sylvan Park
Sand City, CA 93955
(831) 394-3054
(831) 394-2472 facsimile
CityManager@sandcityca.org

b. Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission, or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail or by express delivery. Either party may change such address by notifying the other party in writing as to such new address as the party may desire used and which address shall constitute the new address for notice, until further written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

COUNTY OF MONTEREY

By: _____

Sonia De La Rosa,
County Administrative Officer

Date: _____

Approved as to form and legality

By: _____

Reed Gallogly, Deputy County Counsel

DRAFT

CITY OF GONZALES

By: _____

Carmen Gil, City Manager

Date: _____

Approved as to form and legality

By: _____

City Attorney

DRAFT

CITY OF GREENFIELD

By: _____

Paul Wood, City Manager

Date: _____

Approved as to form and legality

By: _____

City Attorney

DRAFT

CITY OF MARINA

By: _____

Layne Long, City Manager

Date: _____

Approved as to form and legality

By: _____

City Attorney

DRAFT

CITY OF SAND CITY

By: _____

Vibeke Norgaard, City Administrator

Date: _____

Approved as to form and legality

By: _____

City Attorney

1820884.1

DRAFT

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A JOINT
EXERCISE OF POWERS AGREEMENT AND COOPERATION AGREEMENT WITH
MONTEREY COUNTY AND THE CITIES OF GONZALES, GREENFIELD, MARINA,
AND SAND CITY TO UNDERTAKE OR TO ASSIST IN THE UNDERTAKING OF
ESSENTIAL ACTIVITIES PURSUANT TO TITLE I OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE PERIOD OF
JULY 1, 2025, THROUGH JUNE 30, 2027**

WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974, as amended (the "Act"); and

WHEREAS, Title I of the Act makes entitlement grants available to cities with a population of 50,000 or more persons and to counties that qualify as an Urban County; and

WHEREAS, the County of Monterey is not eligible to apply directly for entitlement funds under the act but may, by entering into a Joint Exercise of Powers Agreement and Cooperation Agreement with the County of Monterey and other cities, qualify the County of Monterey as an Urban County applicant and may thereby receive such funds; and

WHEREAS, the County of Monterey, and cities of Gonzales, Greenfield, Marina, and Sand City wish to enter into an agreement to enable the County of Monterey to apply for and receive entitlement funds as an Urban County and to establish the respective rights and obligations of the contracting parties to such funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby resolve as follows:

- a. The City Manager is authorized to enter into a Joint Exercise of Powers Agreement and Cooperation Agreement (JPA and CA) (Attached hereto); and
- b. Authorize the City Manager to sign the JPA and CA;
- c. Authorize the City Manager to approve minor modifications to the JPA and CA as necessary to comply with federal requirements and as directed by the U.S. Department of Housing and Urban Development (HUD);and
- d. Authorize the City Manager to take any other actions necessary to enable the City to receive the funds.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5D.**

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



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: July 2024 Financial Report
DATE: September 17, 2024

BACKGROUND/DISCUSSION:

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

A. City of Sand City Reports

- a. Cash Register Activity Report, July 2024 (Attachment 1)
Revenue total - **\$398,103**
- b. Cash Disbursement Report, July 2024 (Attachment 2)
Expenditure total - **\$994,383**

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

- a. Trial Balance Report, July 2024 (Attachment 3)
 - i. Revenue total - **\$6,122.88**
 - ii. Expenditures total - **\$0**

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 July 2024.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

1. Sand City Month End Cash Register Activity Report
2. Sand City Month End Cash Disbursement Report
3. Successor Agency Trial Balance Report

City of Sand City
Month End Cash Register Activity Report
Reporting Period: 7/24

Period	Deposit/Posting Date	Receipt	Receipt Date	Description	Debit Acct	Credit Acct	Amount paid
24-Jul	7/23/2024	29671	7/15/2024	TOT TAX	99 1001	10 4034 00	632.28
24-Jul	7/23/2024	29672	7/15/2024	TOT TAX	99 1001	10 4034 00	1,363.35
24-Jul	7/23/2024	29673	7/15/2024	TOT TAX	99 1001	10 4034 00	1,008.49
24-Jul	7/23/2024	29674	7/15/2024	TOT TAX	99 1001	10 4034 00	879.24
24-Jul	7/23/2024	29675	7/15/2024	TOT TAX	99 1001	10 4034 00	1,677.40
24-Jul	7/23/2024	29676	7/15/2024	TOT TAX	99 1001	10 4034 00	509.26
24-Jul	7/23/2024	29677	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29678	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29679	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29680	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29681	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29682	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29683	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29684	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29685	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29686	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29687	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29688	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29689	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29690	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29691	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29692	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	75.00
24-Jul	7/23/2024	29693	7/15/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/23/2024	29694	7/15/2024	RENTAL INCOME	99 1001	10 4740 00	1,699.59
24-Jul	7/23/2024	29695	7/15/2024	POLICE REPORT 4560	99 1001	10 4560 08	30.00
24-Jul	7/23/2024	29696	7/15/2024	MISC	99 1001	10 4529	5,996.38
24-Jul	7/23/2024	29697	7/15/2024	COPS GRANT	99 1001	10 4069 08	8,333.33
24-Jul	7/23/2024	29698	7/15/2024	DESIGN REVIEW FEE	99 1001	10 4155 05	50.00
24-Jul	7/23/2024	29699	7/15/2024	COUNTY/TRAFFIC	99 1001	35 4205 11	26.41
24-Jul	7/23/2024	29699	7/15/2024	CRIMINAL PC1463/CITY FINES	99 1001	10 4210 08	121.29
24-Jul	7/23/2024	29699	7/15/2024	COUNTY/PROOF OF CORR	99 1001	35 4205 11	6.60
24-Jul	7/23/2024	29699	7/15/2024	1/2 TAX POLICE/PROP 172	99 1001	10 4330 08	491.92
24-Jul	7/23/2024	29699	7/15/2024	COUNTY/REV & RECOVERY	99 1001	10 4210 08	66.31
24-Jul	7/23/2024	29700	7/15/2024	MISC	99 1001	10 4609	1,000.00
24-Jul	7/23/2024	29701	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29702	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29703	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29704	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29705	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29706	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29707	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	500.00
24-Jul	7/23/2024	29707	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	100.00
24-Jul	7/23/2024	29708	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29709	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29710	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29711	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	500.00
24-Jul	7/23/2024	29712	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	100.00
24-Jul	7/23/2024	29713	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29714	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29715	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29716	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29717	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29720	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29721	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29722	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29723	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/23/2024	29724	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	100.00
24-Jul	7/23/2024	29725	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	500.00
24-Jul	7/23/2024	29726	7/15/2024	WEST END REVENUE	99 1001	10 4500 00	1,500.00
24-Jul	7/31/2024	29727	7/25/2024	TOT TAX	99 1001	10 4034 00	378.00
24-Jul	7/31/2024	29728	7/25/2024	TOT TAX	99 1001	10 4034 00	1,850.88
24-Jul	7/31/2024	29729	7/25/2024	TOT TAX	99 1001	10 4034 00	468.00
24-Jul	7/31/2024	29730	7/25/2024	TOT TAX	99 1001	10 4034 00	381.60
24-Jul	7/31/2024	29731	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	8.89

City of Sand City
Month End Cash Register Activity Report
Reporting Period: 7/24

Period	Deposit/Posting	Dat Receipt	Receipt Date	Description	Debit Acct	Credit Acct	Amount paid
24-Jul	7/31/2024	29732	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	126.83
24-Jul	7/31/2024	29733	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	117.11
24-Jul	7/31/2024	29734	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	38.82
24-Jul	7/31/2024	29735	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	0.81
24-Jul	7/31/2024	29736	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	0.34
24-Jul	7/31/2024	29737	7/25/2024	UTILITY USERS TAX	99 1001	10 4025 00	3,065.80
24-Jul	7/31/2024	29738	7/25/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29739	7/25/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29740	7/25/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29741	7/25/2024	SAND CITY PARKING	99 1001	10 4221 08	100.00
24-Jul	7/31/2024	29742	7/25/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29743	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29744	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29745	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29746	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29747	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29748	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29749	7/25/2024	WEST END REVENUE	99 1001	10 4500 00	150.00
24-Jul	7/31/2024	29750	7/25/2024	FRNCHISE TX RF. 4040	99 1001	10 4040 00	18,542.37
24-Jul	7/31/2024	29751	7/25/2024	LEAP GRANT- HOUSING & COMMUNITY DEVELOPMENT	99 1001	10 4607 18	65,000.00
24-Jul	7/31/2024	29752	7/25/2024	ROAD MAINTENANCE & REHAB	99 1001	37 4306 11	782.68
24-Jul	7/31/2024	29753	7/25/2024	GAS TAX 2103	99 1001	31 4305 11	286.84
24-Jul	7/31/2024	29753	7/25/2024	GAS TAX - 2105 31	99 1001	31 4305 11	200.52
24-Jul	7/31/2024	29753	7/25/2024	GAS TAX - 2106 32	99 1001	31 4305 11	484.45
24-Jul	7/31/2024	29753	7/25/2024	GAS TAX - 2107 33	99 1001	31 4305 11	277.09
24-Jul	7/31/2024	29754	7/25/2024	BUSINESS LICENSE	99 1001	10 4055 00	32,633.37
24-Jul	7/31/2024	29755	7/25/2024	BUILDING PERMIT 4115	99 1001	10 4115 06	1,242.19
24-Jul	7/31/2024	29755	7/25/2024	STRONG MOTION 2010	99 1001	10 2010	28.00
24-Jul	7/31/2024	29755	7/25/2024	CBSC FEE - SB1473	99 1001	10 2012	4.00
24-Jul	7/31/2024	29756	7/25/2024	SOUTH OF TIOGA REIMBURSEMENTS	99 1001	10 4530 00	1,112.33
24-Jul	7/31/2024	29757	7/25/2024	REAP PROJECT	99 1001	10 4608 05	10,543.40
24-Jul	7/31/2024	29758	7/25/2024	MISC	99 1001	10 4529 00	23,012.29
24-Jul	7/31/2024	29760	7/25/2024	CERBT DISBURSEMENT FOR 23/24 EXP	99 1001	10 4771 00	173,063.59
24-Jul	7/31/2024	29761	7/25/2024	REIMB FOR FITNESS PAY AND ERGONOMIC CHAIRS	99 1001	10 4729 00	7,500.00
24-Jul	7/31/2024	29762	7/25/2024	POLICE REPORT 4560	99 1001	10 4560 08	50.00
24-Jul	7/31/2024	29763	7/25/2024	SITE PERMIT	99 1001	10 4145 05	350.00
24-Jul	7/31/2024	29764	7/26/2024	TRAVEL REIMB FOR HR-AUDREY	99 1001	10 4729 00	845.00
24-Jul	7/31/2024	29765	7/26/2024	UTILITY USERS TAX	99 1001	10 4025 00	13,931.48
24-Jul	7/31/2024	29766	7/26/2024	TOT TAX	99 1001	10 4034 00	526.03
24-Jul	7/31/2024	29767	7/26/2024	MISC	99 1001	10 4705 00	6,250.00
24-Jul	7/31/2024	29769	7/30/2024	PLAN CHECK FEE 4165	99 1001	10 4165 06	300.00
24-Jul	7/31/2024	29769	7/30/2024	BUILDING PERMIT 4115	99 1001	10 4115 06	203.00
24-Jul	7/31/2024	29770	7/30/2024	SIGN PERMIT & MASTER SIGN PROGRAM	99 1001	10 4156 05	50.00
24-Jul	7/31/2024	29771	7/30/2024	MISC	99 1001	10 5930 00	135.48
24-Jul	7/31/2024	29772	7/30/2024	SQUARE FEES	99 1001	10 2116	(2.68)
24-Jul	7/31/2024	29773	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29774	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	80.00
24-Jul	7/31/2024	29775	7/31/2024	CONDITIONAL USE PERM	99 1001	10 4125 05	700.00
24-Jul	7/31/2024	29776	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29777	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29778	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29780	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29781	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29782	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29783	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29784	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29785	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29786	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	100.00
24-Jul	7/31/2024	29787	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29788	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29789	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29790	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29791	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	300.00
24-Jul	7/31/2024	29792	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00

City of Sand City
Month End Cash Register Activity Report
Reporting Period: 7/24

Period	Deposit/Posting	Da1 Receipt	Receipt Date	Description	Debit Acct	Credit Acct	Amount paid
24-Jul	7/31/2024	29793	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29794	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29795	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29796	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	80.00
24-Jul	7/31/2024	29798	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29799	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29800	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29801	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29802	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29803	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29804	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29805	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	40.00
24-Jul	7/31/2024	29806	7/31/2024	SAND CITY PARKING	99 1001	10 4221 08	100.00
24-Jul	7/31/2024	29807	7/31/2024	SQUARE FEES	99 1001	10 2116	(2.67)
Total Cash Register Activity							398,102.69

City of Sand City
Month End Cash Disbursements Report
Report Period: 07-24

Period	Check Number	Check Date	Vendor # (Name)	Gross Amount	Net Amount	Check Description
24-Jul	39581	7/12/2024	AFL01 (AFLAC)	527.94	527.94	Automatic Generated Check
	39582	7/12/2024	AME10 (VESTIS)	565.60	565.60	Automatic Generated Check
	39583	7/12/2024	ANG02 (ANGELES CONTRATOR, INC.)	929.82	929.82	Automatic Generated Check
	39584	7/12/2024	ATT05 (AT&T MOBILITY)	315.35	315.35	Automatic Generated Check
	39585	7/12/2024	CAL01 (CAL-AM WATER)	801.95	801.95	Automatic Generated Check
	39586	7/12/2024	CAR23 (CARMEL DELIGHTS)	100.00	100.00	Automatic Generated Check
	39587	7/12/2024	COA07 (MONTEREY COUNTY WEEKLY)	1,244.00	1,244.00	Automatic Generated Check
	39588	7/12/2024	COR05 (CORODATA RECORDS MANAGEMENT)	2,673.11	2,673.11	Automatic Generated Check
	39589	7/12/2024	CUR02 (CURRENCE ELECTRIC)	558.00	558.00	Automatic Generated Check
	39590	7/12/2024	GHD01 (GHD INC.)	102,585.78	102,585.78	Automatic Generated Check
	39591	7/12/2024	GLO02 (GLOBAL CONCEPTS)	7,784.09	7,784.09	Automatic Generated Check
	39592	7/12/2024	GRE06 (GREEN VALLEY LANDSCAPE, INC)	800.00	800.00	Automatic Generated Check
	39593	7/12/2024	HAR06 (HARRIS & ASSOCIATES, INC.)	973.75	973.75	Automatic Generated Check
	39594	7/12/2024	HDL02 (HDL COMPANIES)	5,688.00	5,688.00	Automatic Generated Check
	39595	7/12/2024	HDL03 (HINDERLITER, DE LLAMAS & ASSOC)	2,066.10	2,066.10	Automatic Generated Check
	39596	7/12/2024	HOL05 (HOLLISTER POWERSPORTS)	1,805.88	1,805.88	Automatic Generated Check
	39597	7/12/2024	HOM01 (HOME DEPOT CREDIT SERVICE)	1,761.83	1,761.83	Automatic Generated Check
	39598	7/12/2024	JRF01 (JR FENCING)	6,093.00	6,093.00	Automatic Generated Check
	39599	7/12/2024	LCW01 (LIEBERT CASSIDY WHITMORE)	1,955.00	1,955.00	Automatic Generated Check
	39600	7/12/2024	MBT01 (MONTEREY BAY TECHNOLOGIES, INC.)	1,117.59	1,117.59	Automatic Generated Check
	39601	7/12/2024	MEY01 (MEYERS NAVE, CORPORATION)	24,347.10	24,347.10	Automatic Generated Check
	39602	7/12/2024	MPE01 (MONTEREY PENINSULA)	274,272.00	274,272.00	Automatic Generated Check
	39603	7/12/2024	MRW02 (MRWMD)	4,500.00	4,500.00	Automatic Generated Check
	39604	7/12/2024	OFF03 (ODP BUSINESS SOLUTIONS)	130.94	130.94	Automatic Generated Check
	39605	7/12/2024	SPC01 (SPCA)	368.00	368.00	Automatic Generated Check
	39606	7/12/2024	STA03 (STAR SANITATION, LLC)	789.70	789.70	Automatic Generated Check
	39607	7/18/2024	ALL04 (ALLIANT INSURANCE SERVICES INC)	7,291.00	7,291.00	Automatic Generated Check
	39608	7/18/2024	ALT01 (ALTERNATOR AND STARTER EXCHANGE)	829.25	829.25	Automatic Generated Check
	39609	7/18/2024	ASC01 (AMERICAN SUPPLY CO)	1,594.18	1,594.18	Automatic Generated Check
	39610	7/18/2024	ASS03 (ASSOCIATION OF MONTEREY BAY AREA GOVT)	727.57	727.57	Automatic Generated Check
	39611	7/18/2024	BCM01 (BCM ONE, INC.)	321.13	321.13	Automatic Generated Check
	39612	7/18/2024	CAL15 (CALIFORNIA CONSULTING, INC.)	4,250.00	4,250.00	Automatic Generated Check
	39613	7/18/2024	CIT12 (CITY OF SAND CITY)	5,000.00	5,000.00	Automatic Generated Check
	39614	7/18/2024	CLE01 (CALIFORNIA LAW)	576.00	576.00	Automatic Generated Check
	39615	7/18/2024	COM11 (COMCAST)	634.31	634.31	Automatic Generated Check
	39616	7/18/2024	COP02 (COPWARE, INC.)	705.00	705.00	Automatic Generated Check
	39617	7/18/2024	CSD01 (CALIFORNIA STATE DISBURSE UNIT)	385.00	385.00	Automatic Generated Check
	39618	7/18/2024	LIN01 (LINGO)	139.88	139.88	Automatic Generated Check
	39619	7/18/2024	MBA01 (MONTEREY BAY AREA SELF INS.)	234,050.26	234,050.26	Automatic Generated Check
	39620	7/18/2024	MBT01 (MONTEREY BAY TECHNOLOGIES, INC.)	2,700.00	2,700.00	Automatic Generated Check
	39621	7/18/2024	MCA02 (MONTEREY COUNTY AUDITOR)	5,214.68	5,214.68	Automatic Generated Check
	39622	7/18/2024	MCC04 (MCCLEOA)	500.00	500.00	Automatic Generated Check
	39623	7/18/2024	MON02 (CITY OF MONTEREY)	177,289.00	177,289.00	Automatic Generated Check
	39624	7/18/2024	MON10 (COUNTY OF MONTEREY)	22,664.00	22,664.00	Automatic Generated Check
	39625	7/18/2024	OFF03 (ODP BUSINESS SOLUTIONS)	85.42	85.42	Automatic Generated Check
	39626	7/18/2024	PAR06 (PUBLIC AGENCY RISK MANAGERS ASSOC.)	300.00	300.00	Automatic Generated Check
	39627	7/18/2024	PET01 (PETTY CASH-CASHED BY SHAN NORTON)	219.48	219.48	Automatic Generated Check
	39628	7/18/2024	PRO10 (PROEXHIBITS)	450.00	450.00	Automatic Generated Check
	39629	7/18/2024	SLV01 (STEPHEN L. VAGNINI)	2,646.96	2,646.96	Automatic Generated Check
	39630	7/18/2024	TAM01 (TAMC)	122.00	122.00	Automatic Generated Check
	39631	7/18/2024	TRA03 (TRACNET)	13,503.86	13,503.86	Automatic Generated Check
	39632	7/25/2024	ATT03 (A.T. & T.)	202.72	202.72	Automatic Generated Check
	39633	7/25/2024	ATT05 (AT&T MOBILITY)	573.03	573.03	Automatic Generated Check

City of Sand City
Month End Cash Disbursements Report
Report Period: 07-24

Period	Check Number	Check Date	Vendor # (Name)	Gross Amount	Net Amount	Check Description
	39634	7/25/2024	COR04 (CORODATA SHREDDING, INC.)	61.75	61.75	Automatic Generated Check
	39635	7/25/2024	DEL04 (DELL MARKETING L.P.)	13,194.74	13,194.74	Automatic Generated Check
	39636	7/25/2024	EMC02 (EMC PLANNING GROUP, INC.)	7,771.26	7,771.26	Automatic Generated Check
	39637	7/25/2024	GAT02 (HOPE SERVICES)	5,947.40	5,947.40	Automatic Generated Check
	39638	7/25/2024	GLO02 (GLOBAL CONCEPTS)	12,953.54	12,953.54	Automatic Generated Check
	39639	7/25/2024	HDL02 (HDL COMPANIES)	342.00	342.00	Automatic Generated Check
	39640	7/25/2024	MBT01 (MONTEREY BAY TECHNOLOGIES, INC.)	1,763.99	1,763.99	Automatic Generated Check
	39641	7/25/2024	MON08 (MONTEREY COUNTY)	10,547.32	10,547.32	Automatic Generated Check
	39642	7/25/2024	MRW02 (MRWMD)	551.24	551.24	Automatic Generated Check
	39643	7/25/2024	PGE01 (PACIFIC GAS & ELECTRIC)	3,836.99	3,836.99	Automatic Generated Check
	39644	7/25/2024	USB01 (U.S. BANK CORP PAYMENT SYSTEMS)	9,002.99	9,002.99	Automatic Generated Check
	39645	7/25/2024	VER01 (VERIZON WIRELESS)	128.80	128.80	Automatic Generated Check
	39646	7/25/2024	BUS05 (JEFF BUSHNELL)	209.06	209.06	Automatic Generated Check
	39647	7/25/2024	WEE02 (BOB WEEMS)	343.13	343.13	Automatic Generated Check
Total for Bank Account 1001 ----->				994,383.47	994,383.47	

Report Date: 09/11/24		SUCCESSOR AGENCY		Page.: 1	
Run Date...: 09/11/24 16:23		Month End G/L Trial Balance - Detail in the Order of FUND		ID # GLTB	
Run by.....: Devon Lazzarino		For All Accounts		CTL.: SUC	
		Beginning of.: July 1, 2024 (01-25)		Thru Ending of.: July 31, 2024 (01-25)	
G/L	Account No				
Ctr	Cal.	Fisc1	Date	Jrnl Line	Description
40	1005				Fiduciary Fund Tax Increment Account
					Balance July 1, 2024 (01-25)
					1,470,692.11

			Jul 2024 01-2025	09/11/24 DL-00	0002 July 2024 Interest
					6,122.88

				** Budget not Applicable **	Activity ----> 6,122.88 .00

					Balance July 31, 2024 (01-25)
					1,476,814.99

40	1025				Fiduciary Fund 2008 TAX EXEMPT CD#69981148831
					Balance July 1, 2024 (01-25)
					535,050.30

				** Budget not Applicable **	Activity ----> .00 .00

					Balance July 31, 2024 (01-25)
					535,050.30

40	1026				Fiduciary Fund 2008 TAX EXEMPT CD#53567157891
					Balance July 1, 2024 (01-25)
					540,471.43

				** Budget not Applicable **	Activity ----> .00 .00

					Balance July 31, 2024 (01-25)
					540,471.43

40	1070				Fiduciary Fund 2008B RESERVE ACCOUNT
					Balance July 1, 2024 (01-25)
					216,039.34

				** Budget not Applicable **	Activity ----> .00 .00

					Balance July 31, 2024 (01-25)
					216,039.34

40	1072				Fiduciary Fund 2008B Debt Service Fund
					Balance July 1, 2024 (01-25)
					1,511.78

				** Budget not Applicable **	Activity ----> .00 .00

					Balance July 31, 2024 (01-25)
					1,511.78

Report Date: 09/11/24
Run Date...: 09/11/24 16:23
Run by.....: Devon Lazzarino

SUCCESSOR AGENCY
Month End G/L Trial Balance - Detail in the Order of FUND
For All Accounts
Beginning of.: July 1, 2024 (01-25) Thru Ending of.: July 31, 2024 (01-25)

Page.: 2
ID # GLTB
CTL.: SUC

G/L Account No				Jrnl Line	Description		
Ctr	Cal.	Fisc1	Date			Debit	Credit
40	1085				Fiduciary Fund 2017 Debt Service Fund		
					Balance July 1, 2024 (01-25)	3.99	
** Budget not Applicable **						Activity ---->	.00 .00
					Balance July 31, 2024 (01-25)	3.99	
40	1291				Fiduciary Fund Land		
					Balance July 1, 2024 (01-25)	1,100,000.26	
** Budget not Applicable **						Activity ---->	.00 .00
					Balance July 31, 2024 (01-25)	1,100,000.26	
40	1293				Fiduciary Fund FURNITURE AND FIXTURES		
					Balance July 1, 2024 (01-25)	40,218.25	
** Budget not Applicable **						Activity ---->	.00 .00
					Balance July 31, 2024 (01-25)	40,218.25	
40	1297				Fiduciary Fund SIGNS AND LANDSCAPING		
					Balance July 1, 2024 (01-25)	182,630.99	
** Budget not Applicable **						Activity ---->	.00 .00
					Balance July 31, 2024 (01-25)	182,630.99	
40	1300				Fiduciary Fund ACCUMULATED DEPRECIATION		
					Balance July 1, 2024 (01-25)		222,849.24
** Budget not Applicable **						Activity ---->	.00 .00
					Balance July 31, 2024 (01-25)		222,849.24

Report Date: 09/11/24	SUCCESSOR AGENCY	Page.: 3
Run Date...: 09/11/24 16:23	Month End G/L Trial Balance - Detail in the Order of FUND	ID # GLTB
Run by.....: Devon Lazzarino	For All Accounts	CTL.: SUC
Beginning of.: July 1, 2024 (01-25) Thru Ending of.: July 31, 2024 (01-25)		

G/L Account No	Description	Debit	Credit
Ctr Cal. Fisci Date Jrnl Line			
40 2001	Fiduciary Fund Accounts Payable		
	Balance July 1, 2024 (01-25)		16,592.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		16,592.00
.....			
40 2045	Fiduciary Fund REFUNDABLE FEES		
	Balance July 1, 2024 (01-25)		1,455,000.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		1,455,000.00
.....			
40 2050	Fiduciary Fund Deferred Revenue		
	Balance July 1, 2024 (01-25)		575,959.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		575,959.00
.....			
40 2055	Fiduciary Fund Due to General Fund		
	Balance July 1, 2024 (01-25)		127,330.33
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		127,330.33
.....			
40 2330	Fiduciary Fund GENERAL LT- ADVANCE COSTC0/SEA		
	Balance July 1, 2024 (01-25)		4,650,000.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		4,650,000.00
.....			

Report Date: 09/11/24	SUCCESSOR AGENCY	Page.: 4
Run Date...: 09/11/24 16:23	Month End G/L Trial Balance - Detail in the Order of FUND	ID # GLTB
Run by.....: Devon Lazzarino	For All Accounts	CTL.: SUC
Beginning of.: July 1, 2024 (01-25) Thru Ending of.: July 31, 2024 (01-25)		

G/L Account No	Description	Debit	Credit
Ctr Cal. Fsc'l Date Jrnl Line			
40 2455	Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE		
	Balance July 1, 2024 (01-25)		3,626,057.91
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		3,626,057.91
.....			
40 2460	Fiduciary Fund ADVANCES COP REIMBURSEMENTS		
	Balance July 1, 2024 (01-25)		1,454,766.42
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		1,454,766.42
.....			
40 2485	Fiduciary Fund SERIES B BONDS		
	Balance July 1, 2024 (01-25)		210,000.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		210,000.00
.....			
40 2490	Fiduciary Fund Refunding Bonds, Series 2017		
	Balance July 1, 2024 (01-25)		2,210,000.00
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)		2,210,000.00
.....			
40 3400	Fiduciary Fund Unappropriated Fund Balance		
	Balance July 1, 2024 (01-25)	10,461,936.45	
** Budget not Applicable **		Activity ----> .00	.00
	Balance July 31, 2024 (01-25)	10,461,936.45	
.....			

Report Date: 09/11/24
Run Date...: 09/11/24 16:23
Run by.....: Devon Lazzarino

SUCCESSOR AGENCY
Month End G/L Trial Balance - Detail in the Order of FUND
For All Accounts
Beginning of.: July 1, 2024 (01-25) Thru Ending of.: July 31, 2024 (01-25)

Page.: 5
ID # GLTB
CTL.: SUC

G/L Ctr	Account Cal.	No Fisci	Date	Jrnl Line	Description	Debit	Credit
40	4450				Fiduciary Fund TAX INCR INTER		
					Balance July 1, 2024 (01-25)	.00	
	Jul 2024	01-2025	09/11/24	DL-00	0001 July 2024 Interest		6,122.88
	Annual Budget			.00	Remaining Balance 6,122.88	Activity ----> .00	6,122.88
					Balance July 31, 2024 (01-25)		6,122.88
40	5415	03			Fiduciary Fund Finance Srvc Finance		
					Balance July 1, 2024 (01-25)	.00	
	Annual Budget			-12,376.00	Remaining Balance -12,376.00	Activity ----> .00	.00
					Balance July 31, 2024 (01-25)	.00	
40	5777	00			Fiduciary Fund Seaside Settle Non Department		
					Balance July 1, 2024 (01-25)	.00	
	Annual Budget			.00	Remaining Balance .00	Activity ----> .00	.00
					Balance July 31, 2024 (01-25)	.00	

**AGENDA ITEM
9A.**

**Presentation of Artists Renderings for the
2024 we.Mural Festival**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Presentation of Artists' Renderings for 2024 we.Mural Festival
DATE: September 17, 2024

BACKGROUND/DISCUSSION:

The City has previously financed and held four annual mural festivals since the festival started in 2020. In 2023, the City issued a Request for Proposals (RFP) for mural festival curator services. After it did so, on May 25, 2023, the Arts Committee considered proposals and recommended to the Council that it select Talking Walls as the Mural festivals curator for the 2023 festival, a recommendation the City Council followed.

The City's murals received a significant amount of positive press in both local and national news. On April 11, 2024, the Sand City Arts Committee convened and recommended to the Council that it continue using Talking Walls as curators for the mural festival in 2024. On April 16, 2024, the Council approved a contract with Talking Walls as the curator for the 2024 we. Mural Festival.

In agreeing to curate the 2024 festival, Talking Walls requested more design control than it had in prior years of the festival. The City review of the renderings includes objective criteria such as that they are "void of controversy, vulgarity, politics, religion, or anything of an offensive nature". The contract also specifies that Talking Walls welcomes design input and that the artist retains design freedom if the objective criteria are met.

On September 16, 2024, the Arts Committee will meet and review the renderings and consider approval to Council and provide any design input to the artists. The Committee's recommendation to Council will be conveyed at the Council meeting. Today's meeting will be a presentation to the Council of the renderings and consideration of whether to approve them.

CEQA:

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

FISCAL IMPACT:

None.

RECOMMENDATION: Receive presentation from Talking Walls of artists' renderings, discuss and consider for approval.

**AGENDA ITEM
9B.**

**Approve a Resolution Approving a
Revision to the Current Facade
Improvement Program**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Revising Business Façade Improvement Program to Include Residential Repairs
DATE: September 17, 2024

BACKGROUND:

On February 4, 2024, City Council approved a five-year Capital Improvement Plan (CIP) that included a Façade Improvement Program.

On May 7, 2024, the City Council allocated \$47,245.50 of the American Rescue Plan Act (ARPA) funding to support a Façade Improvement Program. The program process and requirements were approved by City Council at the June 18th, 2024 meeting. At that time, the Business Façade Improvement Program was intended to reimburse participants for the cost of improvements that enhance the physical appearance of storefronts up to a maximum of \$5,000 for eligible building restoration activities.

DISCUSSION:

Although we have received some Business Façade Improvement Applications, we have not received the amount needed to utilize the allocated \$47,245.50. Due to the requirement to have the ARPA funds allocated by December 31, 2024, Staff has determined a need to revise and expand the Façade Improvement Program to include residential repair for low and moderate income households.

The Sand City Residential and Commercial Repair Program is intended to reimburse eligible participants for the cost of improvements to repair homes, apartment buildings and apartments and the visible front of businesses within commercial areas throughout the City. The City will reimburse up to a maximum of \$5,000 for eligible building repair activities as described more fully in Exhibit A1. Applications will be processed in the order received and funding is limited to the program allocation. Once funds are exhausted or fully allocated, no additional applications will be processed.

The process involves the following basic steps:

- Determine eligibility
- Business, property owner application
- Project Review and Contract Execution
- Construction
- Project completion, inspection, cost verification

- Owner invoicing & reimbursement

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. Individual repair and maintenance activities funded by the program are Categorically Exempt in pursuant to Guideline Section 15301 (existing facilities) and 15302 (replacement or reconstruction).

FISCAL IMPACT:

The Fiscal Year 2024-2025 budget includes \$47,245.50 of ARPA funding for the Façade Improvement Program.

RECOMMENDATION:

Staff recommends the approval of the revised Sand City Façade Improvement Program to include residential repairs.

ATTACHMENTS:

1. Resolution
2. Exhibit A1 Draft City of Sand City Residential & Commercial Repair Program
3. Exhibit A2 Draft Application Checklist
4. Exhibit A3 Draft Program Application
5. Exhibit A4 Draft Program Funding Agreement

**CITY OF SAND CITY
RESOLUTION SC____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
REVISION TO THE CURRENT FAÇADE IMPROVEMENT PROGRAM**

WHEREAS, on May 7, 2024, the City Council adopted Resolution SC 24-25 authorizing the City Manager to allocate \$47,245.50 to establish a business façade improvement program for eligible small business in Sand City; and

WHEREAS, on June 18, 2024, the City Council adopted Resolution SC 24-42 establishing the parameters of the Sand City Business Façade Improvement Program; and

WHEREAS, in order to utilize the allocated ARPA funds for eligible uses by those affected by the Covid Pandemic having suffered negative impacts by the December 31, 2024 deadline, Staff has identified the need to revise and expand the approved façade improvement program; and

WHEREAS, the expansion of the façade improvement program will allow low and moderate income residential property owners and tenants to also take advantage of the program for relevant home repairs, and

WHEREAS, the program outlined in Exhibit A1 is not a project pursuant to CEQA Guidelines section 15378 (c), and is otherwise exempt from CEQA pursuant to CEQA Guidelines Section 15300.1 and CEQA Guidelines Section 15268 (ministerial projects). Individual repair and maintenance activities funded by the program are Categorically Exempt additionally pursuant to CEQA Guidelines Section 15301 (existing facilities) and 15302 (replacement or reconstruction).

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to implement the revised façade improvement program to include both Residential and Commercial repairs as outlined in Exhibit A1.

BE IT FURTHER RESOLVED by the City Council that the City Manager is authorized to make procedural changes in the administration of the program outlined in Exhibit A1 as deemed necessary by the City Manager for effective and equitable distribution of funds consistent with the above stated intent of the City Council.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____ day of September 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk



City of Sand City Residential and Commercial Repair Program

The City of Sand City is pleased to announce the availability of financial assistance to eligible participants to repair homes, apartment buildings and apartments and the visible front of businesses within commercial areas throughout the City.

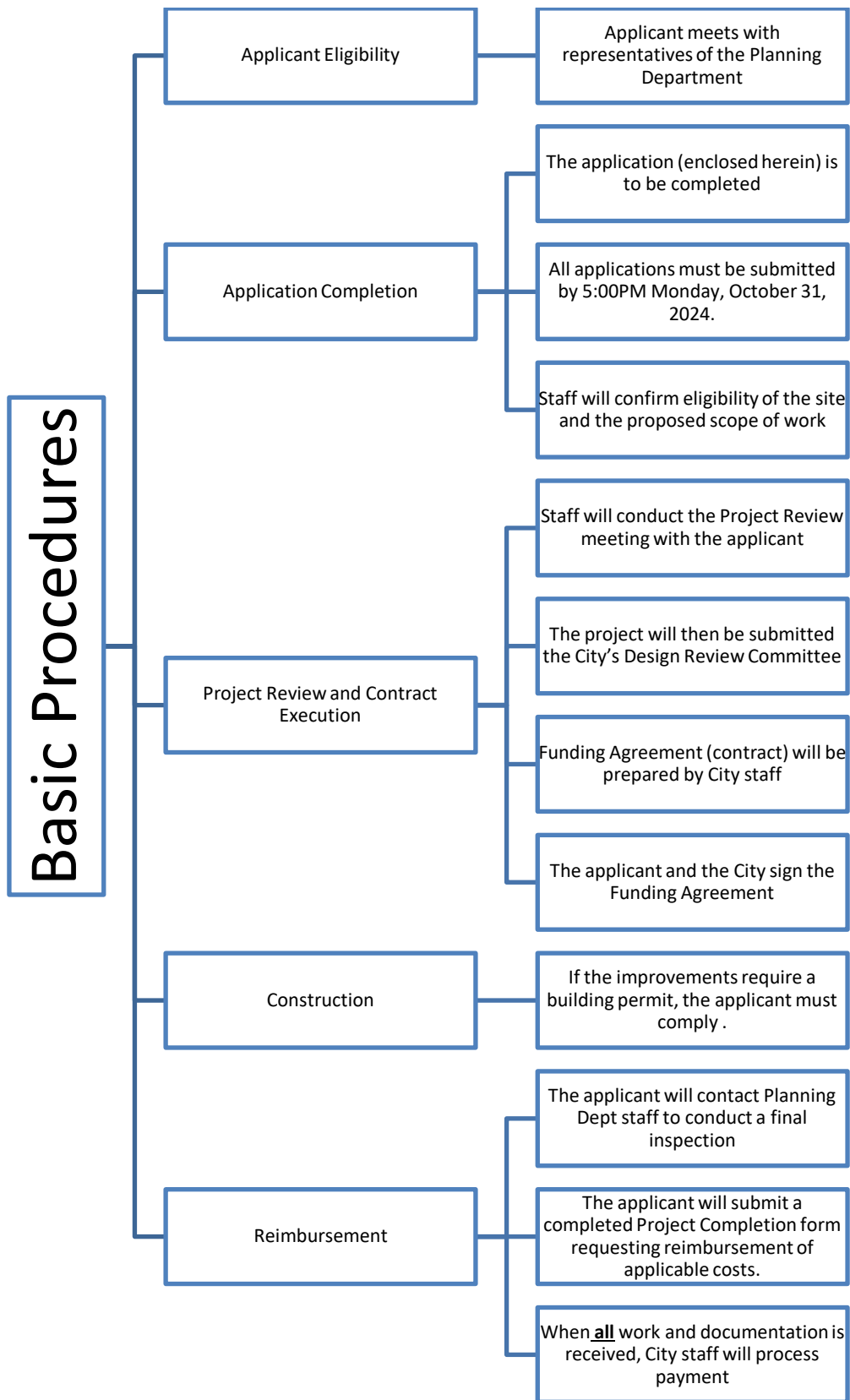
The Residential and Commercial Repair Program is an economic development incentive that assists owners and merchants to maintain the livability and safety of residences and to keep storefronts looking attractive and inviting.

- Sand City has designed the program to benefit both building owners and tenants by reimbursing some, or all, of the cost of maintenance and repair and construction, on a case - by - case basis. The City will reimburse up to a maximum of \$5,000 upon completion of eligible improvements. Projects must obtain required City permits.

All applications must be submitted to the City of Sand City Planning Department, 1 Pendergrass Way, Sand City, CA 93955, by 5:00PM Monday, October 15, 2024.

Eligible Projects

- Eligible Properties: homes, apartments, commercial and mixed – use properties;
- Eligible Applicants: Property owners, business owners and commercial lease – holders.
- Eligible Projects (including but not limited to):
 - Complete or partial commercial building façade rehabilitation or reconstruction, repair and painting of any visible exterior materials and coverings, screening fences; AND interior repairs and finish-out construction where directly related to a façade improvement;
 - Any repair of single family and apartment buildings related to plumbing, electrical, energy conservation; health and safety; doors/windows; re-roofing.
- Use of funds to clear building and fire code violations is required prior to any other use.
- Projects not eligible for reimbursement include site improvements (landscaping, parking lot resurfacing); commercial interior tenant improvements unrelated to a façade improvement; and residential and commercial building additions.



STEP 1 – Determine Your Eligibility

- Owners of residential property;
- Commercial property owners or commercial building lessees;
- Owners or commercial lessees of mixed – use residential/commercial buildings
- Owner/applicant and, if possible, the designer or contractor will meet with planning staff at the site (recommended) or in the office at City Hall to review project location, eligibility, design and any applicable guidelines.

STEP 2 – Complete Your Application

- The application (attached) is to be completed by the business owner, property owner or lessee and submitted in person to City of Sand City Planning Department 1 Pendergrass Way Sand City, CA 93955

All applications must be submitted to the City of Sand City Planning Department by 5:00PM Monday, October 15, 2024.

Applications may be limited due to funding availability.

- Applications must be accompanied by a description of the work for which grant funds are requested.
- City staff will notify the applicant that the application has been received and is under review, confirm eligibility of the site and the proposed scope of work, and arrange a Project Review meeting.

NOTE: Projects that are eligible for funding will be considered on a first come, first served basis until funding is either exhausted or fully allocated.

- City staff will review and evaluate and determine, in writing in a form acceptable to the City Manager, that each project to receive funding will achieve the following program objectives:

a) Extent of rehabilitation work:

- This project promotes consistency in design and creates a healthy, safe, fresh and aesthetically pleasing environment.

- This project entails appropriate exterior rehabilitation of a building and will bring it up to code.

b) Impact of project:

- The project will visually impact the block and streetscape and eliminate actual, or the appearance of, blight.
- The project will reduce the perception of lack of investment.
- The project will help to reverse the deterioration of commercial structures in the area.
- The project will stimulate new, private investment and economic growth.
- The project will resolve concerns regarding the health and safety of visitors and residents of the property.
- The project will increase the livability of neighborhoods and of individual residences and apartments.

c) Additional investment: The applicant has made other investments in this property or business.

d) Current/proposed use: The current or proposed use is to support a use that is consistent with the General Plan and Zoning Ordinance.

e) There a code violation on the property, that will be corrected through use of funds.

STEP 3 – Project Review and Contract Execution

- A Project Review meeting is required to be conducted prior to contract execution and construction beginning.
- Staff will conduct the Project Review meeting with the applicant to review the application. A site visit is recommended, if not conducted previously.
- The project will then be submitted the City's Design Review Committee to for final eligibility approval and the need for Building Permit or Encroachment Permit is determined.
- Once approved and necessary permits are obtained, a Funding Agreement (contract) will be prepared by City staff (attached). Applicant must furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Community Development Department prior to execution of the agreement.

- A fully executed Agreement will be returned to the applicant, and filed with the City.

STEP 4 - Construction

- The funding agreement will specify that the City will defer all or a portion of fees, until the final inspection of projects for which a building permit has been obtained. The City may consider, on a case-by-case basis, the partial release of funds during construction. Evidence of diligence toward project completion will be necessary in such cases.
- Staff may monitor the progress and make periodic inspections during the project. The inspection points will be pre-determined with the applicant, the Building Official and the City Engineer.

STEP 5 - Reimbursement

- Planning staff, to conduct a final inspection and certify completion of the work referenced in the funding agreement. Where necessary, the Building Official and the City Engineer will issue a final approval, followed by Planning Dept final inspection in every case. A record of permits and inspections shall be maintained by the City.
- The applicant will submit a completed Project Completion form requesting reimbursement of applicable costs along with the following information:
 - copies of contractor invoices listing the specific work performed and related costs;
 - cancelled checks or other evidence of payment by the applicant to the contractor or direct purchases from materials supplier(s) (cash payments are not accepted as proof of payment);
 - receipts for City permit and inspection fees (fee payment required prior to reimbursement).
- When all work and documentation is received, City staff will process payment. A check will be sent to the applicant.

END



CITY OF SAND CITY

Residential And Commercial Repair Program Application Checklist

- _____ Application
- _____ Title Report
- _____ Business License
- _____ Lease Agreement (if applicable)
- _____ Owner Authorization
- _____ Funding Agreement

Required Entitlements/Clearances:

- _____ Design Review
- _____ Building Permit
- _____ Encroachment Permit
- _____ Permit/Code Enforcement History
- _____ Fire Safety Inspection (annual review)



CITY OF SAND CITY

Residential and Commercial Repair Program Application

1 Pendergrass Way, Sand City, CA 93955

(831)394-3054 | jpope@sandcityca.org | www.sandcity.org

Date Received: _____

APPLICANT/OWNER	Name of Apartment, Mixed – Use or Business: _____		
	Address: _____		Business License # _____
	Repair Description:		Attach Written Description
	☐ Awning	☐ Sign	
	☐ Paint	☐ Door/Entry	
	☐ Woodwork	☐ Cleaning	
	☐ Glass	☐ Re Roof	
	☐ Interior Changes	☐ Other	
	Estimated Project Cost:		
	Estimated cost of improvements _____		(attach contractor estimate) _____
Estimated start and completion date _____			
Who should the reimbursement check be made out to? _____			
<u>Owner</u>		<u>Applicant (if different from owner)</u>	
Name: _____		Name: _____	
Phone: _____		Phone: _____	
Email: _____		Email: _____	
Note: City			
PLANNING STAFF	Permit Information		
		Yes	No
	Is an encroachment permit required?	☐	☐
	Does the work require a building permit?	☐	☐
	Does the work require a planning permit?	☐	☐
	Checklist attached	☐	☐
Date application approved: _____		Notes:	
Approved By: _____			

CERTIFICATION – I, the undersigned, under penalty of perjury, certify that I am the applicant for this request, property owner approves this application and that all statements contained herein, including all documents and plans submitted in connection with this application, are true and accurate to the best of my knowledge. I further acknowledge it is my responsibility to determine whether additional permits are required.

Applicant Signature: _____

Date: _____

Owner Signature (required): _____

Date: _____



CITY OF SAND CITY

Residential and Commercial Repair Program Funding Agreement

The City hereby agrees to provide funds to carry out certain improvements ("Project") requested in the application submitted by _____ ("Applicant") dated _____. The application for funding is hereby accepted and approved in the amount, not to exceed, of

\$ _____ ("Funds"). In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after September 30, 2024. This Agreement shall automatically terminate on December 31, 2026.

The City agrees, and Applicant acknowledges, that the City will issue Funds for costs actually incurred by Applicant necessary to carry out the Project and not to exceed \$5,000, solely in the discretion of and upon written determination by the City Manager, or designee, of satisfactory completion of improvements specified in the application, including any ministerial, administrative and discretionary entitlement for the proposed improvement referenced in the application for funding. During the term of this Agreement and for five years after the termination or expiration of this Agreement, the Applicant shall keep appropriate books, records, and accounts in connection with the Project Funds under this Agreement.

Applicant hereby warrants that Applicant has sufficient legal interest in the property upon which Project improvements will be undertaken, for which Funds are requested, to obtain entitlements for, and to contract for improvements referenced in the application requesting funds. Applicant may not assign or otherwise transfer this Agreement.

Applicant agrees, to the fullest extent permitted by law, to release, defend (with counsel of the City of Sand City's choosing), indemnify, and hold the City of Sand City, its officials, officers, employees, volunteers, agents, and the engineers, contractors, and/or architects who prepared plans for improvement referenced in the application free and harmless from any and all claims, demands, causes of action, costs, expenses, attorneys' fees, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to acceptance of or use of Funds for purposes specified in the application.

Applicant further acknowledges and agrees that the use of these funds is at the sole risk of Applicant and without any liability or legal exposure to the City of Sand City. Applicant agrees that this Agreement is binding on Applicant's heirs, executors, administrators, successors, and assigns specifically related to the subject property and in connection with the transfer of an ownership or possessory interest in any new construction Applicant agrees to notify the transferee of this Agreement.

Applicant further acknowledges and agrees that its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Applicant's performance under this Agreement.

It is Applicant's responsibility to ensure compliance with California Labor Code Section 1720 et seq. Applicant shall indemnify, hold harmless, and defend the City from all additional wages, benefits, fees, damages, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from Applicant's (or its contractor's) improper application of prevailing wage laws.

The City Manager may immediately terminate this Agreement if he or she determines that (1) the Applicant has failed to perform, or has performed unsatisfactorily, any term of this Agreement, including failing to use the Funds solely for authorized Project activities; (2) the Applicant has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement; (3) there is pending litigation with respect to the performance by Applicant of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Project.

_____, Date _____

City of Sand City Authorized

_____, Date _____

Applicant

5751244.1

**AGENDA ITEM
9C.**

**Consideration of Art Park Gate and
Allocation of \$23,600 Contract with
Saunders Sculpture Works Inc.**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Consideration of Art Park Gate and allocation of \$23,600 Contract with Saunders Sculpture Works Inc
DATE: September 17, 2024

BACKGROUND:

In April of 2021 the City Council directed staff to create an outdoor Art Park at the property known as the Carroll Property on Contra Costa Street in Sand City. As part of that process, a request for proposals (RFP) was issued on April 20, 2021, in order to replace the entry gate along Contra Costa Street. The RFP established a budget for that project of “no greater than \$10,000” which was to “include the total cost of the gate in [the] proposal including installation”. (See RFP attached as **Exhibit A**.)

Two complete proposals were received, one from Fred Saunders and the other from Taylor Hawthorne -- both Sand City based artists and metal fabricators and business owners. (See staff report from June 15, 2021, Attached as **Exhibit B**). At the Council Meeting on June 15, 2021, the City Council reviewed the proposals and selected Fred Saunder’s design – a metal gate with a decorative palette.

After the selection, the former City Manager learned that the design at that time would cost \$25,000 instead of the \$10,000 maximum established in the RFP. The gate itself would cost \$10,000 but the decorative feature would cost an additional \$15,000.

On March 1, 2022, the City Council again considered how to move forward with the increased cost of gate. Council was provided with several suggested options: (1) approve the increased cost of the gate and execute a contract for \$25,000 and add \$15,000 to the budget for FY 21-22; (2) approve a contract for \$10,000 with the understanding that the design would be the gate without the decorative palettes, which could be added at a later date; (3) direct staff to issue a new RFP for an art park gate for \$10,000, including asking the prior entrants to reapply.

The City Council directed staff to continue with Fred Saunders’ design but without the decorative feature in order to stay within the RFP’s budgeted amount of \$10,000. (See staff report from March 1, 2022, attached as **Exhibit C**, and minutes from the March 1, 2022, meeting attached as **Exhibit D**). Mr. Saunders built and installed the gate in the winter of 2022, and it has functioned well at the art park which is used for various community events. In communications with Mr. Saunders, the cost of the decorative palette would now be \$23,600 due in part to the increased cost of steel.

A City Council member has requested that this item be brought back to Council this month to consider whether the Council should allocate the funds for the decorative detail on the gate.

As part of its consideration, Council should keep in mind that it has directed staff to move forward with a concept design to build community-serving space as well as affordable housing units, including housing and space for artists on the existing Art Park property. While that concept is currently undergoing a feasibility study by ELS, who will also prepare concept design renderings- the initiation of construction would, at best, be four years in the future. The City is currently in escrow to purchase the corner property next to the art park which --upon the closing of escrow-- will be incorporated into the design concept renderings. In the early part of next year, Staff will bring those renderings to Council for its approval. Depending on the final approved concept, the art park gate could be moved or even removed entirely.

CEQA:

The replacement of the existing gate qualifies for a categorical exemption under California Environmental Quality Act (CEQA) guidelines section 15301 as it is a minor alteration of a public structure involving no expansion of use.

Fiscal Impact:

There are currently no funds allocated in the FY 24-25 budget for the art park gate. If Council were to allocate funds for the decorative palette, the increased cost would be \$23,600 which would need to be allocated from the previous year surplus as part of the City's midyear budget amendment.

Recommendation:

Discuss and provide direction to staff whether to allocate additional funds in the amount of \$23,600 to the art park gate to add the decorative palette initially contemplated and direct staff regarding the same. A few options Council could consider include:

1. Direct staff to do nothing and leave gate as it is without the decorative element.
2. Direct staff to bring this item back after Council has reviewed the art park renderings and at that point in time consider the potential future use of the gate in the art park.
3. Approve a contract with Saunders Sculpture Works Inc in the amount of \$23,600 to add the design element to the gate in its current location.

ATTACHMENTS:

1. Exhibit A – 2021 RFP
2. Exhibit B - Staff report from the June 15, 2021 Council Meeting
3. Exhibit C - Staff report from the March 1 2022 Council Meeting
4. Exhibit D - Minutes from the March 1, 2022 Council Meeting
5. Exhibit E – Gate Estimate

Call for Gate – Sand City Art Park

- **Start Date:**04/20/2021 12:05 PM
- **Close Date:**05/07/2021

DEADLINE: Applications must be received at City Hall, Sand City by May 7, 2021 at 11:59pm to be considered.

SUMMARY: The Sand City Public Art Program uses arts-based initiatives to encourage a sense of magnetism, promote reinvestment, and create a shared cultural experience for the community. Public Art plays an intricate role in conveying the history of our community, beautifying the City, and advancing the arts.

PROJECT DESCRIPTION: The Sand City Art Committee is seeking proposals from local Sand City artists to submit gate design and implementation proposals that will celebrate the culture of Sand City, its residents, and the larger community. Artists who have experience designing projects with a similar budget and scope are encouraged to apply. The selected gate will be installed in the City's Art Park (currently under development), and stand as the entrance to a center of art created by the community, for the community, and proudly displayed in a space dedicated entirely to the community.

BUDGET: Include the total cost of the gate in your proposal including installation. Projects must be at a cost no greater than \$10,000.

EVALUATION CRITERIA: The selection of an artist, or artists, will be based upon

- Artistic merit of the design (Artistic excellence, creativity and originality of the project's concept).
- Appropriateness of the design for the location, including the scale, content, color and design in relation to the site.
- Artist's qualifications. (The aesthetic quality of the artist's past work, including content, craftsmanship, uniqueness and relevance to its environment as well as the artist's demonstrated ability to translate art concepts into durable and safe materials that can withstand long-term exposure in an outdoor environment)
- Originality of the design. Designs that show a connection/relationship to Sand City is preferred, but not a requirement. Please avoid literal interpretive themes of historic or political nature.

All applicants must read and acknowledge acceptance of the terms of the City's public art contract as found [here \(Sand City Public Art Policy\)](#), prior to responding to this RFP.

Note: The terms of the contract are non-negotiable and failure to accept the terms of the contract will result in disqualification from the project at the proposal phase. Selected artists will be required to waive their rights of integrity to commissioned artwork as

pertains to its removal or repair as set forth in the California Art Preservation Act and the Visual Artists Rights Act.

SELECTION PROCESS: All submitted proposals will be reviewed by City Staff to ensure completion of application. The top complete application, based on a review by the Sand City Art Committee, will be forwarded as a recommendation to the City Council for final selection.

TIMELINE:

- May 7, 2021, 11:59pm Deadline for submission of proposals.
- Week of May 10, 2021 Art Committee review and recommendation
- June 2021 City Council selection

SUBMISSION GUIDELINES: Multiple designs may be submitted and must include:

- A preliminary concept drawing and narrative. The narrative should convey the artistic intent, colors, style of work, etc.
- Contact Information
- Examples of other relevant works and/or reviews of similar work
- Budget

Please submit proposals by May 7, 2021 by 11:59pm and mail to:

Sand City Gate RFP
c/o Shelby Gorman
1 Pendergrass Way Sand City, CA 93955
Or email: shelby@sandcityca.org





City of Sand City

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager, Shelby Gorman, Administrative Assistant
DATE: June 7, 2021 (Meeting date: June 15, 2021)
SUBJECT: Call for Art Park Gate Submissions.

Discussion:

In April of 2021 the City Council directed staff to move ahead with creating an outdoor Art Park at the property known as the Carroll Property. As part of that process a Call for Gate RFP, Exhibit A, was issued on April 20, 2021 to replace the entry gate along Contra Costa Street. The Call for proposals was posted on all the City's social media channels (Facebook, Twitter, and Instagram), and on the City's website. The deadline for submissions was May 7, 2021, at 11:59 PM.

Two (2) proposals (Exhibit B) were received:

- Fred Saunders – Sand City Artist/Metal Fabricator & Business owner
- Taylor Hawthorne – Sand City Artist/Metal Fabricator & Business owner

Both of the applicants met the criteria outlined in the RFP which includes;

- Artistic merit of the design (Artistic excellence, creativity and originality of the project's concept).
- Appropriateness of the design for the location, including the scale, content, color and design in relation to the site.
- Artist's qualifications. (The aesthetic quality of the artist's past work, including content, craftsmanship, uniqueness and relevance to its environment as well as the artist's demonstrated ability to translate art concepts into durable and safe materials that can withstand long-term exposure in an outdoor environment)
- Originality of the design. Designs that show a connection/relationship to Sand City is preferred, but not a requirement. Please avoid literal interpretive themes of historic or political nature.

The Selection Process

All submitted proposals were reviewed by City Staff to ensure completion of application. The top complete applications were to be reviewed by the Sand City Art Committee before being

forwarded to the City Council for final selection, but due to a conflict of interest with two members of the Art Committee a quorum could not be met.

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

Fiscal Impact:

The following funds have been budgeted in our FY 20/21 Budget Amendment #2;

Art Park Improvements: \$65,000. These funds will be used to improve the indoor and outdoor portion of the property. Funds would be needed for, but not limited to, installing adequate outdoor lighting, electric, a new gate, and other improvements needed to make this a safe space for community events.

Recommendation:

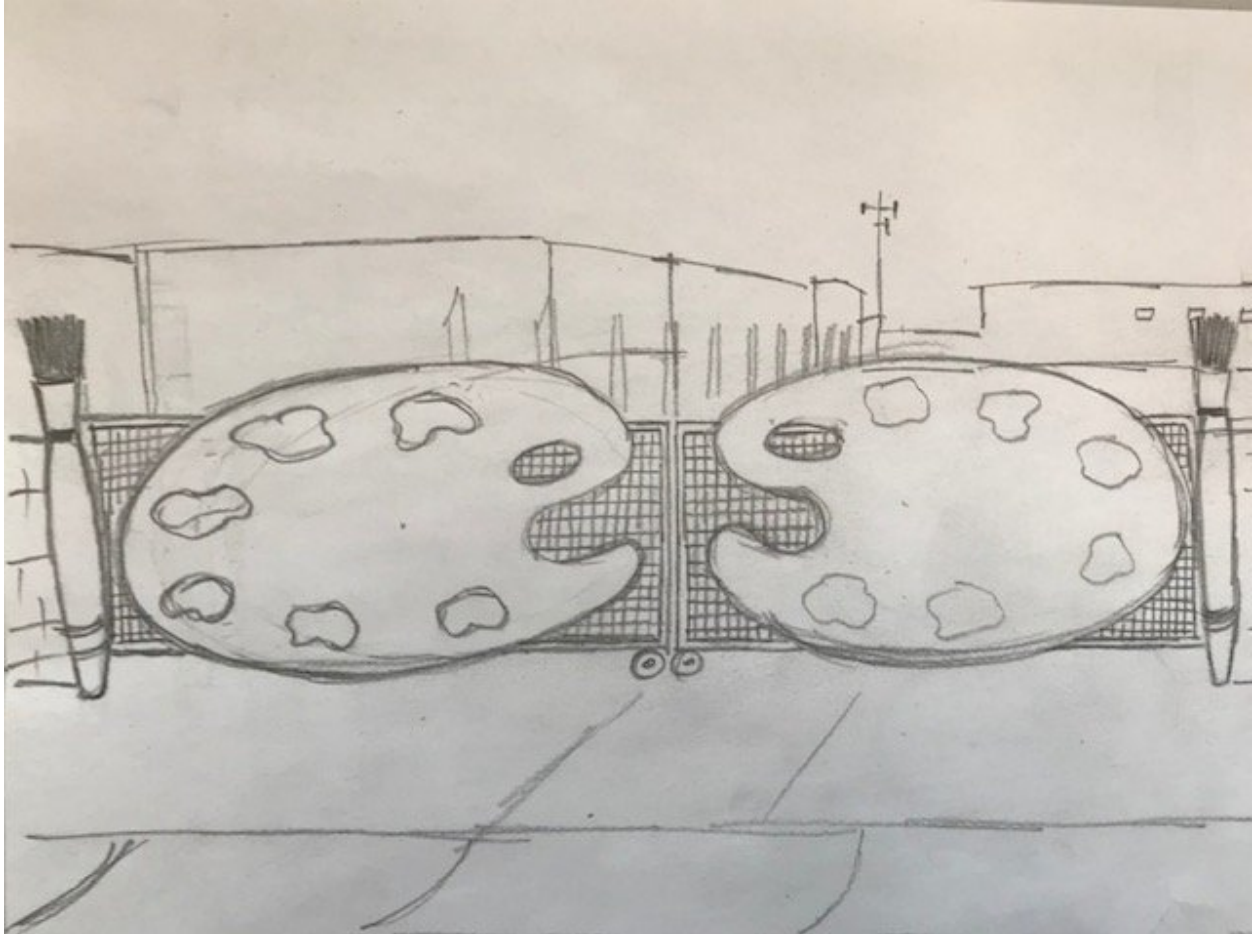
Staff recommends the City Council make the final selection based on the criteria outlined in the RFP.

Exhibit B

Fred Saunders

Local Sand City metal artist. Gate frame would be square tubular steel with 2" sq opening steel grid infill. Pallets Made of sheet steel with bracing, openings to represent paint would be colored plexiglass. The gates will run on V track and will be manually operated. Natural rust in color.

Design Submission:



Budget: Not to exceed \$10,000

Contact Information: Fred Saunders sculptureworks@sbcglobal.net

Examples of other relevant works:

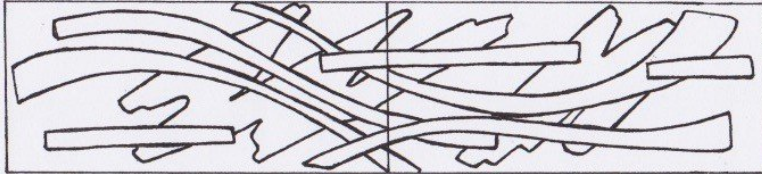


Taylor Hawthorn

A local metal artist who has been working in Sand City for over a decade now. Attached are a few relevant gate projects that he designed and installed locally.

The design submitted for this project is intended to be made from corten steel, and the form will have multiple depths with negative space. It will have a natural rust patina that will complement the artistic intent of the park.

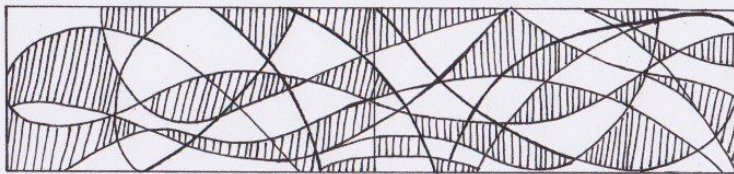
Design Submission(s)



(A)



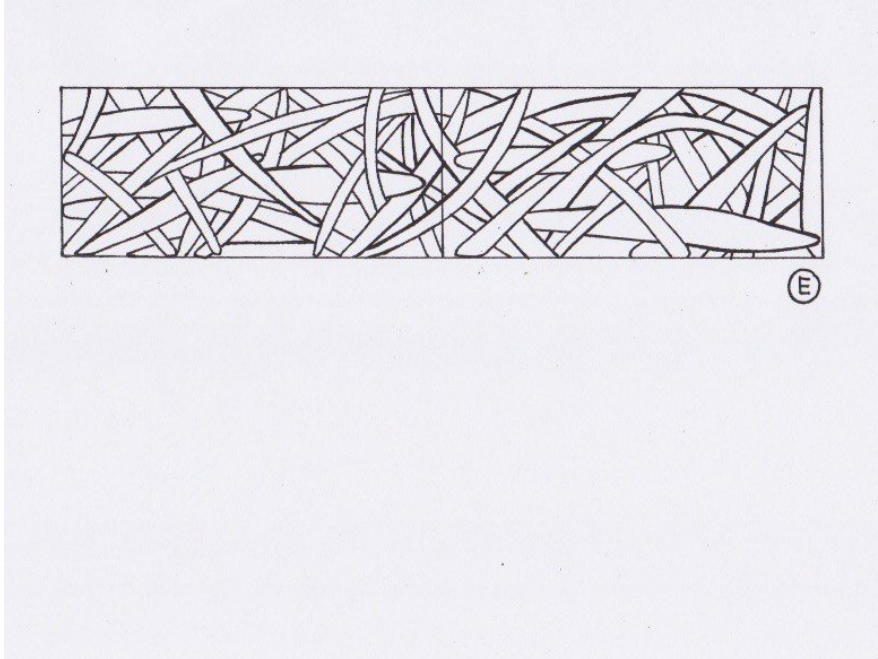
(B)



(C)



(D)

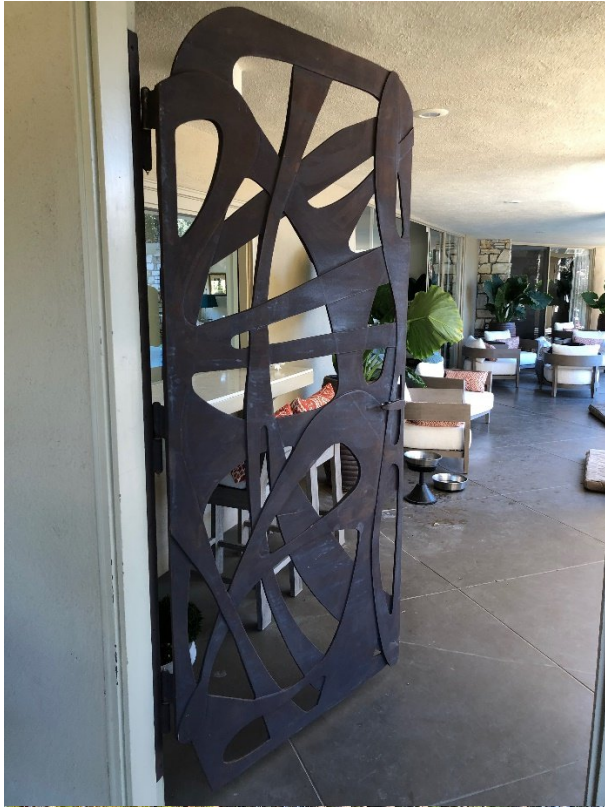


Budget: Not to exceed \$10,000

Contact Information: Taylor Hawthorne taylor.hawthorne@gmail.com

Examples of other relevant works:







City of Sand City

STAFF REPORT

TO: MAYOR AND CITY COUNCIL

FROM: VIBEKE NORGAARD, ACTING CITY MAANGER

DATE: FEBRUARY 24, 2022

FOR: MARCH 1, 2022 COUNCIL MEETING

SUBJECT: ART PARK GATE

Discussion:

In April of 2021, the City Council directed staff to create an outdoor art park at the Carroll Property in Sand City. A request for proposals (RFP) to create a new gate was issued and two proposals were received. At its June 15, 2021 City Council meeting, the Council decided to select Fred Saunders of Saunders Sculpture Works, Inc., a Sand City artist and metal fabricator, to design and build the gate to the City's Art Park. The Staff report from June 15th is attached to this report as Exhibit A.

The winning proposal was for a metal gate with decorative palettes (See Exhibit to June 15 staff report attached at Exh. A).

The RFP, and Council's decision to move forward with the gate, was based on the assumption that the gate would cost the City \$10,000. However, in subsequent conversations with Mr. Saunders, the actual cost to build the gate is \$25,000. Mr. Saunders is willing to build the gate for \$10,000, but it would be without the decorative palettes. (See design at Exh. A.)

CEQA:

The replacement of the existing gate qualifies for a categorical exemption under California Environmental Quality Act (CEQA) guidelines section 15301 as it is minor alteration of a public structure involving no expansion of use.

Fiscal Impact:

The fiscal impact of Council's decision depends upon how it elects to proceed. Some options are set forth below.

Recommendation:

In light of the cost increase for the art park gate, staff seeks direction from Council as to how it would like to proceed. Some suggestions for a way forward:

1. The Council could approve the increased cost and authorize the City Manager to execute a contract for the entire amount (\$25,000). If so, Council would need to add \$15,000 to the FY 22-23 budget (\$10,000 has already been allocated in the FY 21-22 budget).
2. The Council could authorize the City Manager to enter into a contract for \$10,000 with the understanding that the design would be more limited than that approved at its June 15, 2021 meeting – the gate would be without the decorative palettes, which could be added at a later date.
3. The Council could direct staff to issue a new RFP for an art park gate for \$10,000, including asking the prior entrants to reapply.

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

Regular Meeting - Tuesday, March 1, 2022

5:30 PM

As allowed per Assembly Bill (AB361), this meeting was conducted in person and by
teleconference

Mayor Carbone opened the meeting 5:35 p.m.

AGENDA ITEM 1, ROLL CALL

Present: Mayor Mary Ann Carbone
Council Member Cruz (virtual attendance)
Council Member Sofer (virtual attendance)
Council Member Hawthorne (virtual attendance)
Council Member Blackwelder

Staff: Vibeke Norgaard, Acting City Manager/City Attorney
Connie Horca, City Clerk
Devon Lazzarino, Finance/HR Specialist (virtual attendance)
Charles Pooler, City Planner (virtual attendance)
Brian Ferrante, Chief of Police

AGENDA ITEM 2, PLEDGE OF ALLEGIANCE

Mayor Carbone announced that since the pledge of allegiance was conducted during Closed Session, that a moment of silence in honor of fallen Salinas Police Officer Jorge Alvarado Jr. be observed.

AGENDA ITEM 3, INVOCATION

There was no invocation conducted.

AGENDA ITEM 4, ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, & CITY STAFF

Acting City Manager Norgaard announced that Mayor Carbone was in the news for recovering someone's grave stone. She reported on the construction of the gas and sewer lines on Ortiz Avenue, Mancini Sleepworld's soft opening, and provided updates on the South of Tioga project.

Mayor Carbone received information regarding the status of the Habitat and its delay. She also reported on an invitation she received from the Salvation Army to provide a presentation on the South of Tioga project in late March. Acting City Manager Norgaard suggested that the City Planner and City Manager attend the presentation as well.

AGENDA ITEM 5, COMMUNICATIONS

5:45 P.M. Floor opened for Public Comment.

Sand City resident Bobbie Harr commented on the lack of housing in Sand City, inability to purchase a home at asking price, and homes that were purchased by investors and turned into Airbnb's. She inquired on what the City's position is regarding Airbnb's.

Acting City Manager Norgaard responded that a draft ordinance will be presented to the Council at a future meeting and that the ordinance would explain the details regarding short term rentals. She encouraged Ms. Harr to return to a Council meeting to express her views.

5:50 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

6A. Approval of February 15, 2022 Sand City Council Meeting Minutes

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

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATION

The Mayor pulled the presentation from the agenda due to unavailability of the presenter.

8A. Presentation by Amy Sheehan regarding Art Park (10 minutes)

AGENDA ITEM 9, NEW BUSINESS

9A. Consideration and Approval of City RESOLUTION Approving a Service Agreement with So-Gnar, Inc. (Pat Milbery) for the 2022 West End Mural Festival "WE" (WE) and Authorizing the City Manager to Enter into the West End Mural Festival Artist Procurement and Curation Service Agreement

Acting City Manager/City Attorney Norgaard presented the staff report and reported that the Council discussed the we.mural festival at their February 15, 2022 Council meeting and approved the we.mural festival event for the dates of August 18-25, 2022. The we.mural festival is budgeted for \$80,000 and will be spread out during 2 fiscal years as outlined in the staff report. Staff recommends approval of the attached resolution.

Pat Milbery thanked the Council for consideration of the we.mural festival, and was open to any questions from the Council.

In response to Mayor Carbone's inquiry whether Mr. Milbery was in need of sponsorship letters from the City, Mr. Milbery indicated that he has been actively

seeking sponsorships for the event, and continues to work with individuals from past events.

Acting City Manager Norgaard responded affirmatively to Council Member Cruz's inquiry whether sponsorships defray the costs for the event.

6:01 P.M. Floor opened for Public Comment.

Sand City resident Bobbie Harr inquired whether building owners had a choice on what murals were placed on the walls.

Acting City Manager Norgaard responded to Ms. Harr's inquiry that citizens have a voice on what can be placed on the walls.

Council member Hawthorne added that participating artists are chosen from local, national, and international pool of artists, and further explained the process of how the art for the walls is chosen.

Mr. Milbery added that the property owners also have a voice on which art is chosen, level of art work that would be acceptable, reported on the process of submitting a request for proposal, and how artists are chosen.

Ms. Harr commented on the creativity and professionalism of the current artwork.

Mayor Carbone added that a good time to voice resident opinions would be during review of proposals at Arts Committee meetings.

6:10 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Service Agreement with So-Gnar, Inc. (Pat Milbery) for the 2022 West End Mural Festival "WE" (WE) and Authorizing the City Manager to Enter into the West End Mural Festival Artist Procurement and Curation Service Agreement was made by Council Member Sofer, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

{Council Members Blackwelder and Hawthorne recused from the meeting due to a possible conflict of interest by residing within 500' of the subject property}

9B. Discussion and Consideration of Art Park Gate

Acting City Manager Norgaard reported that this item was previously discussed at the June 15, 2021 Council meeting and is coming back to the Council for discussion and consideration due to some miscommunication regarding the cost for construction of the gate which the applicant has indicated would now cost \$25,000 to fully construct. The Council approved construction of the gate for a cost of \$10,000 and awarded the project to Mr. Saunders, who is willing to build the gate for \$10,000 without the decorative palettes which would cost another \$15,000. Staff presented several recommendations in light of the increased cost to include, adding \$15,000 to the FY 2022-2023 budget, authorizing the City Manager to execute a contract for the

entire amount of \$25,000, issue a new request for proposal for an art park gate for \$10,000, or authorize the City manager to enter into a contract for \$10,000 without construction of the decorative palettes.

Acting City Manager Norgaard responded to Council Member Cruz's inquiry regarding the misunderstanding of the difference in the amount.

Council Member Sofer recalls that previous dialogue regarding the amount to fully construct the gate was discussed.

Council Member Cruz reiterated that the cost increase is not budgeted for this fiscal year.

6:15 P.M. Floor opened for Public Comment.

Mr. Fred Saunders reported on his initial conversation with the former City Manager, that the cost to construct the design would be \$25,000, and initial construction of the gate only would cost \$10,000. He returned the unsigned contract back to City Hall due to the error in cost for construction. Mr. Saunders reported that cost for materials have gone up, and elaborated on the gate structure.

In response to Ms. Lazzarino's inquiry regarding the timeline for completion, Mr. Saunders indicate that it would take approximately 2-3 months.

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

Council Member Cruz suggested submitting a new request for proposal.

Council Member Sofer proposed that the cost could be split between two budgets, and that going out for another RFP may possibly be more costly than the allocated budget.

There was Council discussion regarding the budget, quality of work that can be expected for \$10,000, possibility of raising money for the construction of the palettes for the gate, fairness factor, and contemplating another design.

Mayor Carbone repeated staff's recommendations and the options presented earlier.

Motion to continue to award the cost of \$10,000 for construction of the gate only was made by Council Member Sofer, seconded by Council Member Cruz. Roll call Vote AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: None. ABSTAIN: Council Members Blackwelder, Hawthorne. Motion carried.

{Council Members Blackwelder and Hawthorne returned to the meeting}

9C. Consideration and Approval of City RESOLUTION Adopting the Proposed City Budget Amendment #1 for Fiscal Year 2021-2022

Acting City Manager Vibeke Norgaard provided a Powerpoint presentation to the Council on amendment #1 to the fiscal year 2021-2022 budget that included a report

on future revenue loss of the desalination facility lease payments, potential future revenue sources from transient occupancy tax, increased sales and property tax, cannabis retail, and short-term rentals, and future potential private revenue sources from development projects. She also reported on major expenditures of current city projects that includes the West Bay Street repair, Calabrese Park and Pendergrass Way Improvements, and West End Stormwater Improvements on Contra Costa and Catalina Streets as well as a non-construction expenditure. The amendments to the budget were outlined in the facilities updates for the Police Lobby, Electrical upgrade, window replacement at City Hall, and police storage container, as well as a proposed amendment for the public safety department due to workers comp. wages, overtime, and employee cash outs. An update on the status of the city parking feasibility and other CIP projects were also presented.

Finance Specialist Devon Lazzarino added that it would be prudent to update the capital improvement plan (CIP), finish current projects that have been approved, allocate funds for potential projects that need to occur such as undergrounding that the CIP does not have, and to continue to build surplus funds for expensive items.

Council Member Hawthorne commented on the high cost to improve Calabrese Park, expressed his agreement with the undergrounding of power lines, and the importance of concentrating on the lack of parking in the City. Acting City Manager Norgaard reported that the high cost to improve Calabrese Park is due to the addition of street improvements to the parking lots and Pendergrass Way.

The Mayor thanked Acting City Manager Norgaard for her presentation.

Acting City Manager Norgaard commended Finance Specialist Lazzarino for her work with the budget.

7:14 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

7:14 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** adopting the Proposed City Budget Amendment #1 for Fiscal Year 2021- 2022 was made by Council Member Blackwelder, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

9D. Comments by Council Members on Items of Interest to Sand City

Mayor Carbone reported on an email she received regarding the railroad carts and whether Sand City had any interest.

9E. Upcoming Meetings/Events

Sand City's 831 First Night event was announced and will be held on Friday, March 4, 2022 at the Art Park.

AGENDA ITEM 10, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 7:23 p.m. to the next regularly scheduled meeting on March 15, 2022 at 5:30 p.m.



Connie Horca, City Clerk

Saunders Sculpture Works Inc

637 A Ortiz Ave
Sand City, Ca. 93955
831-899-7970
fax 831-899-2330
Sculptureworks@sbcglobal.net

Estimate

Date

9/11/2024

Estimate #

796

Vibeke Norgaard
Job: Art Park Gate

Description	Qty	Total
Phase 2 will include the artist palettes for each gate with apertures to accept color acrylic Plexiglass. Palettes will be fabricated from 14g sheet steel and height will be 6' 6. Paint brush "posts" mounted in front for decorative effect will be 7' high. Brushes will be fabricated from sheet steel with a tubular center support with provision to be removed for maintenance. Powder coat finish.		21,600.00T
Sales Tax		1,998.00
Total		\$23,598.00