

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, SEPTEMBER 16, 2025

5:30 PM

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

City Council Regular Meeting - Tuesday, September 16, 2025
5:30 PM

Appearing Remotely Via Zoom:
Mayor Carbone
OMNI Boston Hotel at the Seaport
450 Summer Street
Boston, MA 02210

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:

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(669) 900-6833

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

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 10:00 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 at the meeting. Please email your comments to: cityclerk@sandcityca.org.

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

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

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

5. CONSENT CALENDAR

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

5A. Approve the City Council Special Meeting and Regular Meeting Minutes for June 17, 2025
Draft Minutes

5B. Approve a Resolution Recognizing September 2025 as National Recovery Month
Mayor's Memo
Resolution

5C. Hold a Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 17, Adding Chapter 17.55 Urban Lot Splits, and Hold a Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 10 Vehicles and traffic and title 18 Zoning of the Municipal Code to Implement the city of Sand City 2023-2031 (Sixth Cycle) Housing Element
Staff Report
Findings for CEQA Categorical Exemption from the 6th Cycle Housing Element
Exhibit A: Ordinance Amending Title 17 Subdivisions
Exhibit B: Ordinance Amending Title 18 Zoning

5D. Hold Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 18 (Zoning) of the Sand City Municipal Code to Add Section 18.62.171 (Uses Conducted Within Enclosed Buildings) Applicable to the Zoning Districts: 18.13

MU-P Planned Mixed Use; 18.14 C-1 Light Commercial; 18.15 C-2 Heavy Commercial; 18.18 c-3 Neighborhood Shopping; and 18.20 Manufacturing and Deleting Zoning Code Section 18.14.060.B
Staff Report
Draft Ordinance

5E. Approve a Resolution Rescinding and Replacing Resolution SC 21-32 for Paying and Reporting the Value of Employer Paid Member Contributions
Staff Report
Resolution

5F. Approve a Resolution Authorizing a Cost-Sharing Memorandum of Understanding for Support for Franchise Collection Planning Between Monterey and its Member Agencies
Staff Report
Resolution
MOU
Benefits of Regional Solid Waste Franchise Collection Planning

5G. Approve a Resolution Approving a First Amendment to Public Works Contract with CSI Construction Company for the Construction of the Concrete Monument Sign at South of Tioga Hotel Project
Staff Report
Resolution
Resolution Exhibit A-Amendment 1
Contract with CSI Construction Company

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

9. NEW BUSINESS

9A. Receive a Recap of the West End Celebration 2025, Provide Feedback and Direction for the West End Celebration 2026
Staff Report

9B. Discuss and Direct the City Manager to Negotiate an Agreement with See Monterey to Initiate the Process to Join the Jurisdiction Investment Partnership (JIP) and Establish the Monterey County Tourism Improvement District (MCTID) as Proposed
Staff Report
Proposal from See Monterey

9C. Approve a Resolution Approving the Fiscal Year 2025-2026 Fee Schedule

Staff Report
Resolution
Proposed Fee Schedule

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

11. ADJOURNMENT

The current agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM
5A.

Approve the City Council Special Meeting and Regular Meeting Minutes for June 17, 2025

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

City Council Special Meeting - Tuesday, June 17, 2025
4:00 PM

As allowed by Assembly Bill AB2449, this meeting was conducted in person and by teleconference.

Mayor Carbone called the meeting to order at 4:00 pm.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
City Clerk Kerry Lindstrom

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

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

No public comment received.

3A. Conference with real property negotiators pursuant to Government Code Section 54956.8. Property: APN 011-012-005; City negotiators: City Manager Vibeke Norgaard, City Attorney Adam Lindgren; Negotiating Parties: Oyster Point Inn, LLC; Under negotiation: Price and terms of payment.

3B. Conference with labor negotiator pursuant to Government Code Section 54957.6. Negotiators: Vibeke Norgaard, City Manager. Employees: Unrepresented Employees

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

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

4. ADJOURNMENT

Mayor Carbone adjourned the meeting at 5:20 PM.

_____
Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, June 17, 2025 5:30 PM

As allowed by Assembly Bill AB2449, this meeting was conducted in person and by teleconference.

Mayor Carbone called the meeting to order at 5:34 PM.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Brian Foucht, EMC Planning Services
Zane Mortensen, EMC Planning Services
Finance Manager Jennifer Pope
HR/Risk Manager Audrey Cray
City Clerk Kerry Lindstrom
Police Administrative Analyst Laura Morales

2. PLEDGE OF ALLEGIANCE

Public Works Manager Mark Parker led the Pledge of Allegiance.

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

Mayor Carbone outlined her Mayor's Report, including public agency electric vehicle grants through the Monterey Bay Air Resources District, and working to utilize the remaining balance of the Regional Early Action Planning grant funds through AMBAG. The MST Surf! Groundbreaking event will be June 28th, Community Human Services will hold their annual luncheon July 17th at the Marriott, and the TANF Backpacks for Education outreach event will be held July 24th at Sand City City Hall.

City Manager Vibeke Norgaard announced the upcoming Sand City Criterium on July 27th , and an upcoming workshop on July 10th hosted by TAMC for the Monterey County Regional Vision Zero plan.

City Attorney Adam Lindgren had no announcements.

4. COMMUNICATIONS

No public comment received.

5. CONSENT CALENDAR

No public comment received.

Mayor Carbone pulled Consent Calendar Item 5F and heard as Item 6A, and Item 5G was pulled and heard as Item 6B.

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, the Council voted 4-0-1 to approve the Consent Calendar as amended.

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

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

5A. Approved the City Council Special Meeting and Regular Meeting Minutes for March 4, 2025.

5B. Approved Resolution SC 25-29 authorizing renewal of a maintenance service agreement with Hope Rehabilitation Services for Fiscal Year 2025-2026.

5C. Approved Resolution SC 25-30 approving a three-year service agreement with 4Leaf, Inc. for comprehensive building services, including code enforcement.

5D. Received GreenWaste Recovery Franchise rate review for 2025-26.

5E. Approved FY 25 amendments to Exhibits A & B of MOU between ReGen Monterey and its member jurisdictions regarding compliance with California's Senate Bill 1383.

5F. Approve a Resolution Approving a Water Allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand City to Enable Establishment of a Coffee Roastery and Bakery Uses Approved via CUP 25-001 on Property Known as 1793 Catalina Street (APN 011-243-004) Applicant/Owner: Greg and Sandy Wilson ***This item was pulled from the Consent Calendar and considered as Item 6A.***

5G. Approve a Resolution Approving a Water Allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand city to Enable Establishment of a Six (6) Room Hotel on Property Known as 1714 Contra Costa Street (APN 011-232-012, 013) ***This item was pulled from the Consent Calendar and considered as Item 6B.***

5H. Approved Resolution SC 25-33 adopting a list of projects for Fiscal Year 2025-26 funded by SB 1: The Road Repair and Accountability Act of 2017.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

6A. Approve a Resolution Approving a Water Allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand City to Enable

Establishment of a Coffee Roastery and Bakery Uses Approved via CUP 25-001 on Property Known as 1793 Catalina Street (APN 011-243-004) Applicant/Owner: Greg and Sandy Wilson ***This item was pulled from the Consent Calendar.***

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, the Council voted to approve Resolution SC 25-31 approving a water allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand City to enable establishment of a coffee roastery and bakery uses approved via CUP 25-001 on property known as 1793 Catalina Street (APN 011-243-004) Applicant/Owner: Greg and Sandy Wilson.

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

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

6B. Approve a Resolution Approving a Water Allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand City to Enable Establishment of a Six (6) Room Hotel on Property Known as 1714 Contra Costa Street (APN 011-232-012, 013) ***This item was pulled from the Consent Calendar.***

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, the Council voted to approve Resolution SC 25-32 approving a water allocation from the Monterey Peninsula Water Management District Allocation to the City of Sand City to enable establishment of a six (6) room hotel on property known as 1714 Contra Costa Street (APN 011-232-012, 013)

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

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

7. PRESENTATION

None.

8. PUBLIC HEARING

8A. Approve a Resolution Dismissing an Appeal Filed by Kristin Markus to Allow an Exception, Pursuant to SCMC Section 18.64.070, to Restrictions Contained in SCMC Section 18.64.060.D, on the Use of Parking Spaces for Outside Storage of Materials and Approving a Conditional Use Permit (CUP 25-002) Pursuant to SCMC 18.72.020 to Allow Temporary Outside Storage of Material on Property

Located at 425 and 476 Elder Avenue (APN 011-231-019); Applicant: Kristin Markus (Illusions of Grandeur)

Public comment received from Scott Leavenworth, and Kristin Markus.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent and Councilmember Diaz recused, the Council voted 3-0-1-1 to dismiss the appeal based on Finding 1 and related evidence contained in Exhibit A of Council approved Resolution SC 25-34; and

Upon motion by Councilmember Sofer and seconded by Mayor Carbone, Vice Mayor Blackwelder absent and Councilmember Diaz recused, the Council voted 3-0-1-1 determining the proposed use of the existing building at the subject location is exempt from the requirements of CEQA pursuant to Guidelines Section 15301, Existing Facilities; and

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent and Councilmember Diaz recused, the Council voted 3-0-1-1 approving CUP 25-002 pursuant to Findings in Exhibit A and subject to Conditions of Approval in Exhibit B of Council approved Resolution SC 25-34.

9. NEW BUSINESS

9A. Adopt a Resolution Approving the Design of the Sand City Multiuse Trail Segment of the Monterey Bay Recreation Trail and Determining that the Project is Categorically Exempt from the Requirements of the California Environmental Quality Act (CEQA) and Categorially Excluded from the Requirements of National Environmental Policy Act (NEPA).

Public comment received from Pat Mapelli, Jason Retterer, and Barry Shotts.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Council voted to approve Resolution SC 25-35 approving the design of the Sand City Multiuse Trail segment of the Monterey Bay Recreation Trail and determining that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and categorially excluded from the requirements of National Environmental Policy Act (NEPA).

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

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

9B. Approve a Resolution Adopting the City of Sand City's Budget for the Fiscal Year 2025-2026.

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Council voted to approve Resolution SC 25-36 adopting the City of Sand City's Budget for the Fiscal Year 2025-2026.

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

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

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

Councilmember Adams commented on ongoing efforts to work with CalAm regarding a sunken water access panel at 737 Dias in response to a citizen complaint. Councilmember Sofer intends to visit the Abilities Café in Salinas.

11. ADJOURNMENT

Mayor Carbone adjourned the meeting at 8:06 PM.

_____

Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Approve a Resolution Recognizing September 2025 as National Recovery Month

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: September 16, 2025

Re: Mayor's Proclamations-Resolutions

This is a request for your consideration and approval of the attached resolution listed below:

- September 2025 National Recovery Month

CITY OF SAND CITY
RESOLUTION SC 25-____, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY RECOGNIZING SEPTEMBER 2025 AS NATIONAL RECOVERY MONTH

WHEREAS, September is observed across the nation as National Recovery Month.

WHEREAS, the impact of mental and substance use disorders and co-occurring disorders is apparent in our local community, and a great number of Seaside residents are affected by these conditions. About 2 million Californians met the criteria for substance use disorder.

WHEREAS, mental and substance use disorders, including co-occurring disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and substance use disorders and co-occurring disorders can embark on a new path toward improved health and overall wellness. Sun Street Centers provides the community with the resources to begin and continue their recovery.

WHEREAS, through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders and co-occurring disorders and encourages people in need of treatment and recovery services to seek help. Managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally.

WHEREAS, the Recovery Month observance continues to work to improve the lives of those affected by mental and substance use disorders and co-occurring disorders by raising awareness of these disorders and educating communities about the effective treatment, and recovery services that are available. Sun Street Centers also educates youth to prevent substance use disorders from happening. For the above reasons, Sun Street Centers asks the citizens of Seaside to join in celebrating this September as National Recovery Month.

THEREFORE, BE IT PROCLAIMED, that I, The Honorable Mary Ann Carbone, Mayor of the City of Sand City, on behalf of the City Council, do hereby proclaim, the month of September 2025 be recognized in the City of Sand City as National Recovery Month. In doing so, call upon our community to observe this month with compelling programs and events that support this year's observance.

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

AYES:
NOES:

ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5C.

Hold a Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 17, Adding Chapter 17.55 Urban Lot Splits, and Hold a Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 10 Vehicles and traffic and title 18 Zoning of the Municipal Code to Implement the city of Sand City 2023-2031 (Sixth Cycle) Housing Element

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Anastazia Aziz, AICP, Principal – EMC Planning Group

SUBJECT: Subdivision and Zoning Ordinance Amendments Implementing the Housing Element; Second Reading, Adoption

DATE: September 16, 2025

A. BACKGROUND:

The City's Housing Element, adopted on June 4, 2024 and subsequently found in compliance with Housing Element law on July 2, 2024 by the California Department of Housing and Community Development, provides that the City will continue timely and effective implementation of all Housing Element programs. On February 18, 2025, the City Council adopted a series of amendments related to Housing Element law. These subsequent amendments represent further required amendments to the Subdivision and Zoning Ordinances. Those additional amendments were considered by the City Council on August 19, 2025 and the City Council adopted the first reading of these ordinance changes.

B. DISCUSSION

The City Council conducted a public hearing and introduced the ordinance on August 19, 2025. There are no significant modifications to the ordinance resulting from public testimony. The proposed ordinances address changes required for implementation of the 6th Cycle Housing Element, including the following amendments listed below to the Subdivision Ordinance and the Zoning Ordinance:

Chapter 17 - Subdivision Ordinance

A new chapter (Exhibit A) to the Subdivision Ordinance, Chapter 17.55 Urban Lot Splits, of the Municipal Code is proposed to incorporate Senate Bill (SB 9) and implement the Housing Element Program 1.I - California Housing Opportunity and More Efficiency (HOME) Act –SB 9. SB9 facilitates the creation of up to four housing units in the lot area typically used for one single-family home.

Chapter 18 - Zoning Ordinance

The following minor modifications to the listed Housing Element programs are proposed to the City's Zoning Ordinance, Chapter 18 of the Municipal Code (Exhibit B), to more effectively address local needs, clean up redundancies, and ensure compliance with State housing laws:

1.B Amend the City's Zoning Ordinance to comply with and exceed new State Density Bonus laws. State law stipulates a 10 percent density bonus and the proposed ordinance also allow Council the discretion to grant a density bonus greater than State law to further encourage the development of affordable units (18.59 Affordable Housing Density Bonus). The Department of Housing and Community Development also requested minor modifications that explicitly refer to specific sections of State Density Bonus Law;

1.C West End Housing Diversity Overlay (18.13 MU-P District). A few minor clean ups are proposed including: increasing the percentage of affordable units that allow for by-right (no Conditional Use Permit) from 15% to 20% to align with state law; decreasing the side and rear yards from 6 feet to 0 feet to allow for more flexibility; changing the reference to building grade elevation from final building grade to existing building grade; and clarifying the Monterey Airport Land Use Commission procedures. Additionally, Chapter 18.85 Regional Housing Needs Assessment is proposed to be added to support the development of affordable housing and encourage infill development on sites identified in the City's 4th and 5th Housing Element Cycles.

1.J Reduce Minimum Parking Standards (18.64 Parking WEPP). Chapter 10.12 is proposed for deletion as it is now incorporated in Chapter 18.64.090.

C. RECOMMENDED EXEMPT CEQA STATUS:

1. The provisions of the ordinances implement the City's 6th Cycle Housing Element which has been determined to be exempt from CEQA in accordance with Section 15332 (filed June 6, 2024).

2. Housing Element policies that support infill development of 138 new housing units on eight (8) opportunity sites throughout the City consistent with infill housing exemptions referenced in CEQA Guidelines Article 12.5. and Section 15332 with respect to General Plan consistency, project site of less than 5 acres within the City, availability of services, no significant traffic, noise, air quality, or water quality effects, and absence of sensitive biological resources.

3. The proposed Zoning Ordinance amendments implement Density Bonus and Incentives for affordable housing mandated by Government Code Section 65915,

and includes no other provisions that may result in a direct or indirect impact on the physical environment.

D. RECOMMENDATION:

1. City Council motion to waive reading of the ordinance and adopt by title only;
2. City Council motion for adoption of the Subdivision Ordinance;
3. City Council motion to waive reading of the ordinance and adopt by title only; and
4. City Council motion for adoption of the Zoning Ordinance.

E. ATTACHMENTS:

1. CEQA Exemption
2. Exhibit A: Ordinance amending Title 17 Subdivisions (includes Exhibits containing specific amendments); and
3. Exhibit B: Ordinance Amending Title 18 Zoning (includes Exhibits containing specific amendments).

Sand City 6th Cycle Housing Element Project Description and Evidence for Categorical Exemption

Project Description

The proposed *Sand City 6th Cycle Housing Element Update* accommodates 138 new housing units on eight opportunity sites throughout Sand City that have not already been through the development review and approval process. Additionally, three accessory dwelling units (ADUs) are included, but ADUs are exempt from CEQA review. The housing sites and associated data are included as Exhibit A to this document. Additional housing units, for a total of 505, are included in the housing element update, but 364 units (South of Tioga and Catalina Lofts projects) have been through the environmental review process and have been approved by the City of Sand City. Therefore, these are considered pipeline projects, and do not need to undergo environmental review again, but are however, subject to mitigation measures and/or conditions of approval required in their respective project approvals.

Categorical Exemption and Evidence

The proposed project qualifies for a categorical exemption under Article 19, Section 15332 of the California Environmental Quality Act (CEQA).

> **Class 32** consists of projects characterized as in-fill development meeting the conditions described in this section.
>
> (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
>
> (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
>
> (c) The project site has no value as habitat for endangered, rare or threatened species.
>
> (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
>
> (e) The site can be adequately served by all required utilities and public services.

Evidence and Findings

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

Evidence. The number of proposed housing units at each of the housing opportunity site are allowed, and are consistent with each site's general plan and zoning designations development densities. Future development at each of these housing opportunity sites will undergo design review to ensure they are consistent with applicable general plan policies and applicable zoning designations and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Evidence. The eight opportunity sites are all located within the developed city limits and are surrounded by urban uses. The size of the eight sites ranges from 0.045 acres to 3.204 acres. Cumulatively, they total 4.292 acres.

(c) The project site has no value as habitat for endangered, rare or threatened species.

Evidence. All of the housing opportunity sites are developed or previously disturbed. Three of the sites are identified as vacant. Vacant sites 6 and 7 (0.172 acres) are used for storing vehicles and various materials associated with an adjacent Sylvania – Consolidated Electrical Distributors warehouse. Vacant Site 8 is 0.045 acres and was developed as recently as 2015, and used for storage, according to historical Google Earth photos and street view. None of the site have value as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Evidence - Traffic. A vehicle miles traveled (VMT) study was conducted by Hexagon Transportation Consultants in March 2024 to determine if the cumulative units (147 at the time) would result in significant traffic effects. The full report is included as Exhibit B. The report concluded that cumulatively, development of the housing sites would not result in a significant VMT impact.

Evidence – Noise. The units would all be developed with existing residential or mixed-use neighborhoods and therefore, any temporary (construction) or permanent noise increase would be minimal. Additionally, projects would be required to comply with applicant city noise regulations.

Evidence – Air Quality. Construction of the 138 housing units is assumed to occur occasionally over an eight-year period, and therefore, construction air quality impacts

are considered to be less than significant. Regarding long-term air quality impacts associated with vehicle use, the Monterey Bay Air Resources District estimates that 810 single-family dwelling units or 1,195 townhouse dwelling units could have significant air quality impacts. Therefore, because the housing element update accommodates 138 housing units, the long-term air quality impacts are considered less than significant.

Evidence – Water Quality. Development of each of the housing opportunity sites will be required to comply with the application city and Regional Water Quality Control Board standards for water quality associated with construction.

Therefore, approval and implementation of the housing element update, would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

Evidence. All of the housing opportunity sites can be adequately served by required utilities and public services, including but not limited to water, wastewater, gas and electricity, and fire and police protection.

For these reasons, the proposed project is categorically exempt as the project is characterized.

Exceptions to Categorical Exemptions

Section 15300.2 of the CEQA Guidelines lists exceptions that would prohibit a project from qualifying for a Categorical Exemption, even if the project satisfies the requirements for one or more of the exemption classes. The City of Sand City's CEQA consultant, EMC Planning Group, conducted an independent review and evaluation of the proposed housing element update and conducted independent research. Based on its review, EMC Planning Group concluded that none of the exceptions listed in CEQA Guidelines section 15300.2 (a-f) apply to the proposed project (discussed below). Therefore, a Categorical Exemption is appropriate pursuant to CEQA Guidelines Section 15302.

a) ***Location.*** *Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

   Discussion. The project qualifies for a Class 32 exemption and therefore, the location exception does not apply to the project.

b) ***Cumulative Impact.*** *All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*

Discussion. The housing element is considered cumulative housing development in the City of Sand City. Therefore, there is no cumulative impact that would be significant.

c) ***Significant Effect.*** *A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*

Discussion. Neither City staff nor their consultants are aware of any unusual circumstances associated with the project such that the project would result in a reasonable possibility of resulting in a significant effect on the environment.

d) ***Scenic Highways.*** *A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.*

Discussion. According to the Caltrans Scenic Highway System Map website, the nearest housing opportunity sites (numbers 4 and 5) are located approximately 260 and 407 feet, respectively from State Route 1. In this area State Route 1 is eligible for scenic highway designation, but is not officially designated as a scenic highway. Therefore, no officially designated scenic highways, or scenic resources, would be affected as a result of the project. Additionally, these housing sites are currently developed, although underutilized, and therefore, redeveloping these sites would not affect State Route 1 eligibility to be officially designated.

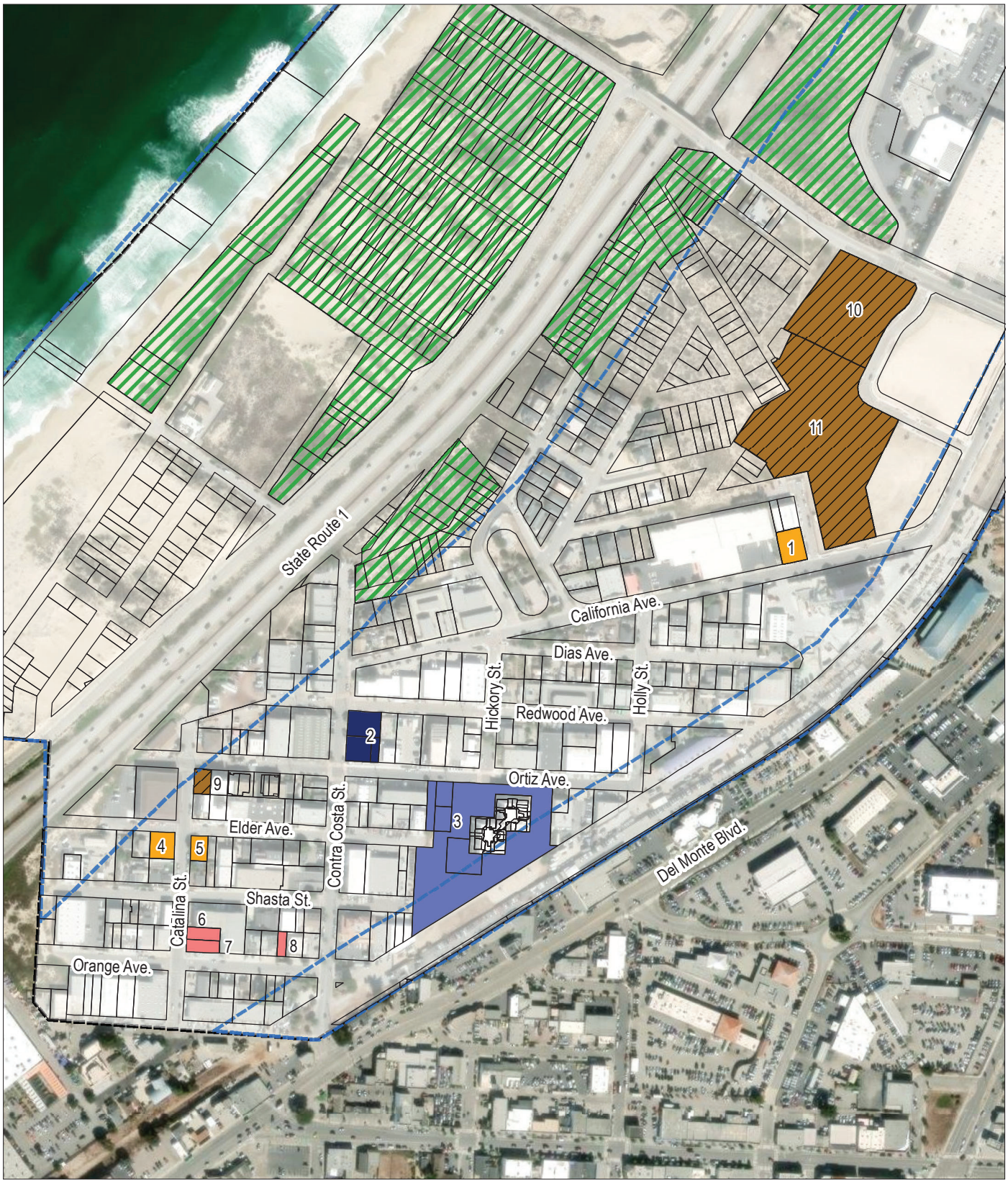
e) ***Hazardous Waste Sites.*** *A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*

Discussion. One of the housing sites, Site #3 APN: 011-236-027-000 & 011-236-029-000, is located on the State Water Resources Control Board Geotracker website and identified as a leaking underground storage tanks (LUST) site; however, Geotracker reports that the site was cleanup and the case was closed in 2009. None of the other housing opportunity sites are located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code. They are not listed on the California Environmental Protection Agency's Cortese List (Health and Safety Code Section 25187.5). The State Water Resources Control Board's Geotracker (Health and Safety Code Section 25295 and Water Code Sections 13273 and 13301) does not indicate any hazardous sites within the housing opportunity site. Additionally, they are not listed on the California Environmental Protection Agency's list of solid waste

sites identified by the Water Board with waste constituents above hazardous waste levels outside the waste management unit (Health and Safety Code Section 116395).

f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Discussion. *Three of the housing sites are vacant. Those that contain structures are mostly industrial warehouse buildings. One contains a house in significant disrepair. None would be considered historically significant. Therefore, the proposed project would not cause a change in the significance of a historical resource.*



0 450 feet

City Limit
Coastal Zone
Underutilized
Sensitive Habitat
Consolidated
Pipeline Project
Vacant Sites
City Owned

Source: Monterey County GIS 2023, Google Earth 2023

Figure C-1
Sites Inventory

Sand City 6th Cycle Housing Element

Map #	APN	Address	GENERAL PLAN	ZONING	ACRES	MAX DENSITY per acre	REALISTIC CAPACITY (% of Max Density)	VL	L	M	AM	Total
Salvation Army												
1	011-186-020-000	801-803 California Avenue	EDSP	M	0.3	20		5				5
	Subtotal				**0.3**		**83%**	**5**				**5**
City of Sand City Art Park and adjacent privately owned properties												
2	011-196-014-000	502 Ortiz Avenue	MU-D	MU-P	0.040	81		3	3			6
	011-196-020-000	No address	MU-D	MU-P	0.175	81		3	3			6
	011-196-015-000	No address	MU-D	MU-P	0.130	81		3	1			4
	Subtotal				**0.345**		**57%**	**9**	**7**			**16**
The Independent, Phase 2												
3	011-232-027-000	524 Elder Avenue	MU-D	MU-P	0.087	81		2	2			4
	011-232-022-000	525 Elder Avenue	MU-D	MU-P	0.087	81		2	2			4
	011-232-021-000	526 Elder Avenue	MU-D	MU-P	0.087	81		2	2			4
	011-236-027-000	No address	MU-D	CZ-MU-P	2.727	81		38	23	30		91
	011-236-029-000	No address	MU-D	CZ-MU-P	0.216	81		2	2			4
	Subtotal				**3.204**		**41%**	**46**	**31**	**30**	**0**	**107**
Underutilized Sites												
4	011-243-004-000	1793 Catalina Street	MU-D	MU-P	0.138	81	**18%**				**2**	**2**
5	011-237-001-000	1712 Catalina Street	MU-D	MU-P	0.088	81	**14%***				**1**	**1**
Vacant Sites												
6	011-238-012-000	No address	MU-D	MU-P	0.086	81	**50%**				**3**	**3**
7	011-238-011-000	No Address	MU-D	MU-P	0.086	81	**50%**				**3**	**3**
8	011-238-021-000	445 Orange Avenue	**MU-D**	**MU-P**	**0.045**	**81**	**67%***				**1**	**1**
							Subtotal	**60**	**38**	**30**	**10**	**138**
ADUS								**2***	**1**	**0**	**0**	**3**
Pipeline Projects								**9**	**7**	**26**	**322**	**364**
Total								**71**	**46**	**56**	**332**	**505**
RHNA								**59**	**39**	**49**	**113**	**260**
Net Surplus								**12**	**7**	**7**	**219**	**245**
Percent Surplus								**120%**	**118%**	**114%**	**294%**	**194%**

Hexagon Transportation Consultants, Inc.

Memorandum

Date: March 1, 2024

To: Mr. Stuart Poulter, EMC Planning Group

From: Ollie Zhou, T.E. and Huy Tran, T.E.

Subject: VMT Analysis for the Sand City Housing Element Update

Hexagon Transportation Consultants, Inc. has completed a Vehicle Miles Travelled (VMT) analysis for the proposed 2023-2031 Housing Element Update (HEU) for Sand City. The purpose of this study is to comply with CEQA requirements and to determine whether the proposed HEU project would generate a VMT impact. The 2023-2031 HEU for Sand City proposes to increase residential capacity by adding 147 units across three different sites and underutilized or vacant parcels, as shown in Table 1 and Figure 1.

Vehicle Miles Traveled

State Bill (SB) 743, which was signed into law in 2013, initiated a change in how public agencies evaluate transportation impacts under the California Environmental Quality Act (CEQA). Traditionally, transportation impacts have been evaluated by examining whether the project is likely to cause automobile delay at intersections and congestion on nearby individual highway segments and whether this delay will exceed local or regionally-defined thresholds of significance (this is known as Level of Service or LOS analysis).

Starting on July 1, 2020, agencies must analyze transportation impacts using a new metric known as vehicle miles traveled (VMT) instead of LOS. VMT is a metric that captures how much auto travel (additional miles driven) a proposed project would create on California roads. If the project adds excessive car travel onto our roads, it may cause a significant transportation impact.

VMT is generally defined as the total miles of travel by personal motorized vehicles a project is expected to generate in a day. VMT is calculated for residential and employment-generating projects using the Origin-Destination VMT method, which measures the full distance of personal motorized vehicle trips with one end within the project. When assessing a residential project, the project's home-based VMT is divided by the number of residents expected to occupy the project to determine the VMT per capita.

VMT Thresholds

Given that neither Sand City nor the County of Monterey has formally adopted a VMT policy, the general practice is to follow the Governor's Office of Planning and Research's (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA*. Per OPR's VMT guidelines, there are several categories of projects that could be presumed to have a less-than-significant VMT impact or be screened out of a VMT analysis. The relevant guidelines are described below:

- **Screening Threshold for Small Projects:** Projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact.

Figure 1
HEU Site Locations

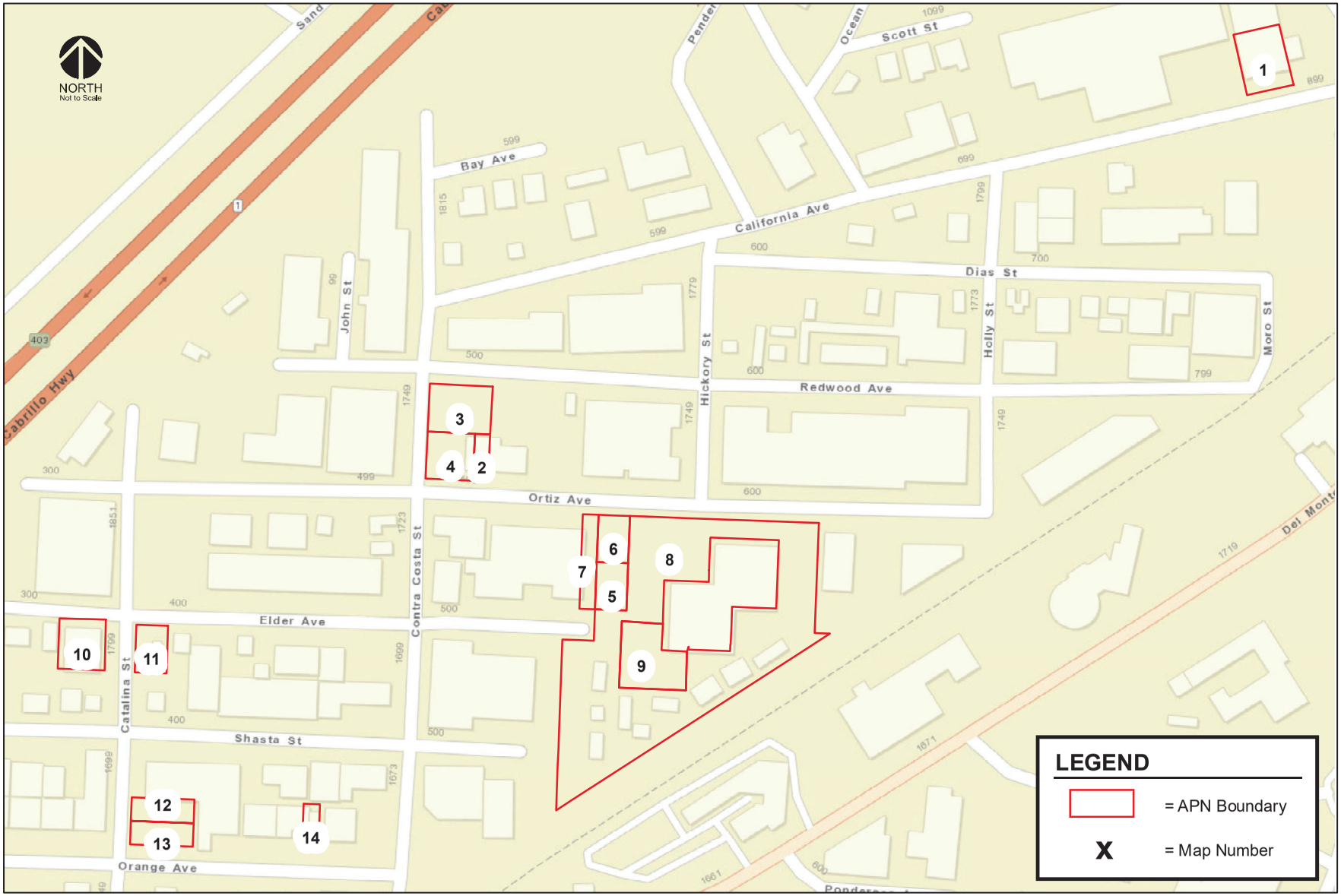


Table 1
HEU Site Summary

Map #	APN	Address	General Plan	Zoning	Acres	# of Units
Salvation Army						
1	011-186-020-000	801-803 California Avenue	MU-D	MU-P	0.300	12
City of Sand City Art Park						
2	011-196-014-000	502 Ortiz Avenue	MU-D	MU-P	0.040	6
3	011-196-020-000	No address	MU-D	MU-P	0.175	6
4	011-196-015-000	No address	MU-D	MU-P	0.130	4
	Subtotal				**0.345**	**16**
The Independent, Phase 2						
5	011-232-027-000	524 Elder Avenue	MU-D	MU-P	0.087	4
6	011-232-022-000	525 Elder Avenue	MU-D	MU-P	0.087	4
7	011-232-021-000	526 Elder Avenue	MU-D	MU-P	0.087	4
8	011-236-027-000	No address	MU-D	MU-P	2.727	91
9	011-236-029-000	No address	MU-D	MU-P	0.216	4
	Subtotal				**3.204**	**107**
Underutilized						
10	011-243-004-000	1793 Catalina Street	MU-D	MU-P	0.138	2
11	011-237-001-000	1712 Catalina Street	MU-D	MU-P	0.088	1
Vacant						
12	011-238-012-000	No address	MU-D	MU-P	0.086	3
13	011-238-011-000	No address	MU-D	MU-P	0.086	3
14 *	011-238-021-000	445 Orange Avenue	MU-D	MU-P	0.045	3
	Subtotal				**0.305**	**12**
	Total					**147**

Notes: * Including 2 Accessory Dwelling Units (ADU)

- **Map-Based Screening for Residential Projects:** Residential projects that are located in areas with low VMT and that incorporate similar features (i.e., density, mix of uses, transit accessibility) will tend to exhibit similar low VMT and may be screened out of needing to prepare a detailed VMT analysis.

VMT Analysis

Small Projects

Without knowledge of the specific residential development type, Hexagon tested the daily project trip generation based on the land use with the highest trip generation rate to be conservative, which is single-family detached housing according to the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. As indicated in Table 2, each site is projected to generate more than 110 trips per day, exceeding the OPR's threshold for exemption from conducting a VMT analysis.

Map-Based Screening for Residential Projects

As discussed below and illustrated in Figure 2, given that all areas of the City are located in low VMT areas because the VMT per capita for each TAZ is below the VMT impact threshold of 9.6 VMT per capita, according to OPR guidelines, all HEU sites can be presumed to generate less-than-significant VMT impacts.

Figure 2
Home-Based VMT per Capita by TAZ within Sand City under Year 2015 Existing Conditions

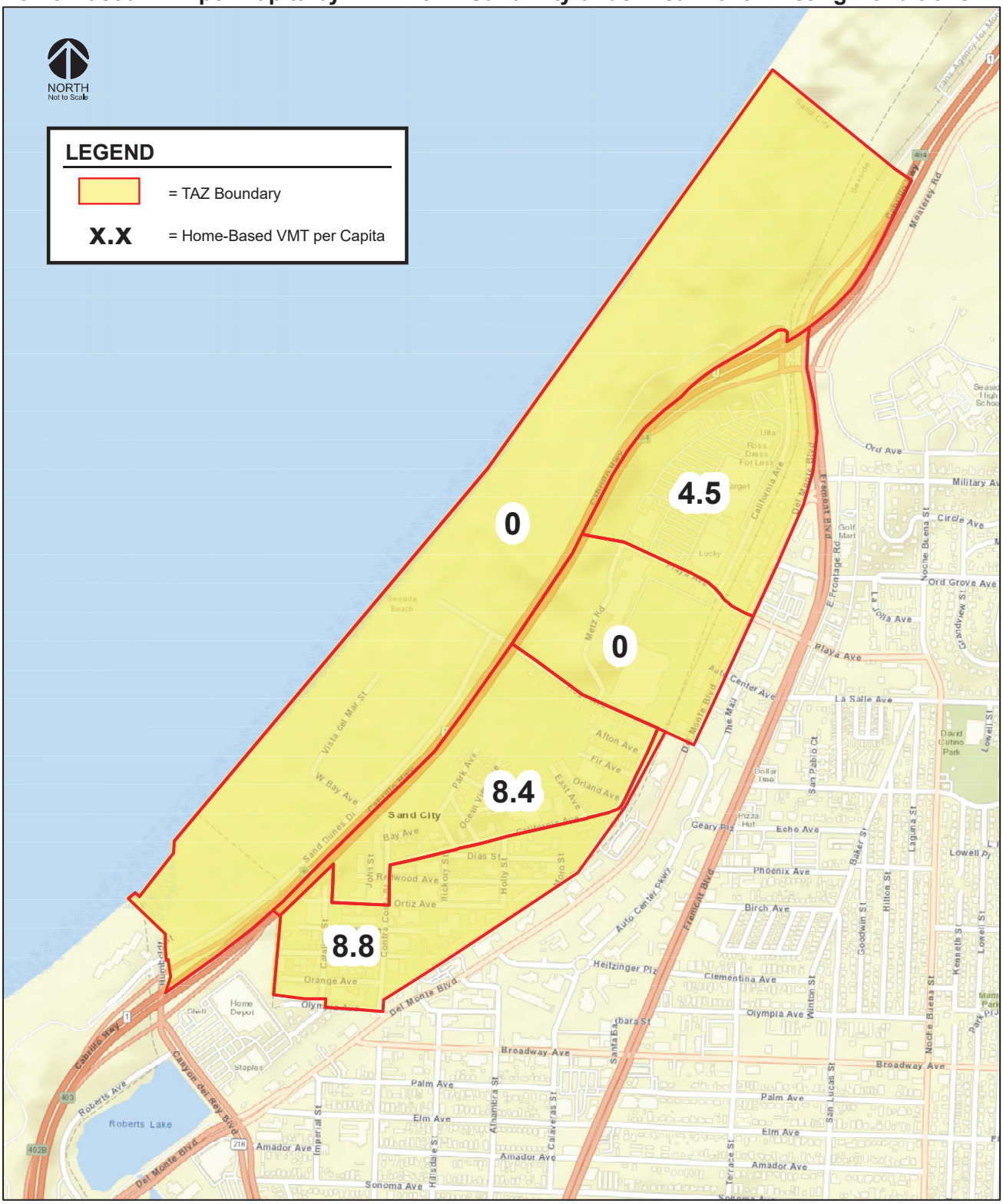


Table 2
Trip Generation Evaluation

Site Name	Land Use[1]	Size	Daily Rate[1]	Daily Trip	Daily >110
Salvation Army	#210 - Single-Family Detached Housing	12 Dwelling Units	9.430	113	Yes
City of Sand City Art Park	#210 - Single-Family Detached Housing	16 Dwelling Units	9.430	151	Yes
The Independent, Phase 2	#210 - Single-Family Detached Housing	107 Dwelling Units	9.430	1,009	Yes
Underutilized and Vacant	#210 - Single-Family Detached Housing	12 Dwelling Units	9.430	113	Yes
Total	**#210 - Single-Family Detached Housing**	**147 Dwelling Units**			

Notes:
[1] ITE Trip Generation Manual, 11th Edition 2021.

VMT Analysis for Entire HEU Plan

Although all sites are presumed to have a less-than-significant VMT impact, a separate quantitative VMT analysis is conducted to assess the VMT effects of the proposed HEU plan as a whole, assuming the buildout of all sites.

The latest travel demand forecast model that represents travel within the Sand City is the Association of Monterey Bay Area Governments (AMBAG) Tri-County transportation model. This model serves as the primary forecasting tool for the City and is currently the best available analytical tool for VMT evaluations. The model is a mathematical representation of travel within the three counties in the Monterey Bay Region and is mainly composed of four main components: 1) trip generation, 2) trip distribution, 3) mode choice, and 4) trip assignment. The model uses socioeconomic inputs (i.e., households, number of jobs, hotel rooms) to estimate travel within Monterey County, Santa Cruz County, and San Benito County. Socioeconomic inputs are aggregated into geographic areas (transportation analysis zones). The model comprises 1,839 traffic analysis zones (TAZs) representing the three counties, with Sand City being represented by five TAZs.

Metrics and Impact Criteria

Residential (home-based) VMT per capita is the recommended metric to evaluate CEQA-related transportation impacts for residential land uses. As stated in the technical advisory, OPR recommends an impact threshold of 15% below the existing VMT levels for residential developments. OPR allows the existing VMT to be defined as the regional average VMT per capita or the county average VMT per capita. For the purpose of this study, the VMT threshold is defined as 15% below the existing county average.

Based on the AMBAG model, the year 2015 existing county average daily residential VMT per capita is 11.3. Therefore, the VMT impact threshold for the proposed residential developments will be set at 15% below the average, which is 9.6 daily miles traveled (11.3 x 85%), as shown in Table 3. Sand City's existing residential VMT per capita is 8.6, which is well below the impact threshold. It is thus expected that the HEU units would also generate VMT well below the VMT impact threshold. The 147 HEU units were analyzed under the year 2015 existing + HEU conditions by adding them to the year 2015 existing scenario of the AMBAG model. The results of the VMT analysis, as shown in Table 3, indicate that the VMT for Sand City as a whole would be 7.3 VMT per capita under the year 2015 + HEU conditions. Therefore, the proposed HEU Plan, at the plan level, would result in a VMT impact that is less than significant.

Table 3
VMT Analysis

	Residential VMT per Capita [1]
Monterey County Average (Year 2015 Existing)	11.3
Impact Threshold [2]	**9.6**
Sand City	
Year 2015 Existing	8.6
Year 2015 Existing + HEU	**7.3**
VMT Impact?	**No**

Notes:
Data referenced AMABG travel demand model.
1. Residential VMT per capita accounts only for home-based VMT.
2. Neither the Sand City or County of Monterey has adopted VMT thresholds.
This impact threshold is calculated using OPR's technical advisory, which suggested 15% below the regional average.

EXHIBIT A

TITLE 17 AMENDMENTS

CITY OF SAND CITY
ORDINANCE NO SC 25-___, 2025

AN ORDINANCE OF THE CITY OF SAND CITY AMENDING TITLE 17 SUBDIVISIONS OF THE MUNICIPAL CODE

WHEREAS, on September 16, 2021, Senate Bill 9 (Chapter 162, Statues of 2021) was approved by the Governor of the State of California and filed with the Secretary of State, amending Section 66452.6 of the California Government Code and adding to the Government Code Sections 65852.21 and 66411.7, allowing additional units on properties within single-family zones and providing for parcel map approval of an Urban Lot Split; and

WHEREAS, the changes made to the Government Code by Senate Bill 9 went into effect on January 1, 2022; and

WHEREAS, state law allows a local agency to adopt an ordinance to implement the provisions in Senate Bill 9; and

WHEREAS, the City of Sand City has implemented land use policies based on the City's General Plan, which provide an overall vision for the community and balance important community needs, and the City seeks to ensure that Senate Bill 9 projects are consistent with those policies; and

WHEREAS, the proposed amendments to the City of Sand City Municipal Code implement requirements of state law and add local regulations that are consistent with the state law and implement the City's General Plan; and

WHEREAS, this ordinance to implement Senate Bill 9 is not intended for enactment in the City's coastal zone; and

WHEREAS, the City Council has found that the provisions of this ordinance are consistent with the goals and policies of the City's General Plan; and

WHEREAS, the proposed code amendments are intended to implement Senate Bill 9 and are not considered a project under Division 12 (commencing with Section 21000) of the Public Resources Code, as provided in Government Code Sections 65852.21(j) and 66511.7(n).

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

Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

The City Council Hereby Adopts Amendments to Title 17 of the Zoning Ordinance as shown in Exhibit A with redlines accepted attached hereto and incorporated herein by reference.

California Environmental Quality Act (CEQA) Considerations. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) based upon the following:

1. The City Council finds that provisions of the ordinance will implement the City's 6th Cycle Housing Element which has been determined to be exempt from CEQA in accordance with Section 15332 (filed June 6, 2024).

2. The proposed code amendments are intended to implement Senate Bill 9 and are not considered a project under Division 12 (commencing with Section 21000) of the Public Resources Code, as provided in Government Code Sections 65852.21(j) and 66511.7(n).

Severability. If any section, subsection, paragraph, sentence, clause or phrase of the Ordinance, or its application to any person or circumstance, is for any reason held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Effective Date. This Ordinance shall take effect and be in force thirty (30) days from and after its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sand City and held on the on the ____ day of September, 2025; by the following vote:

AYES:

NOES:

ABSENT:

_____

[Mayor/Chair]

ATTEST:

_____

Kerry Lindstrom

CITY CLERK

APPROVED AS TO FORM:

_____

[NAME]

[CITY ATTORNEY/COUNTY COUNSEL]

CHAPTER 17.55
Urban Lot Splits

§ 17.55. 010. Purpose

The purpose of this chapter is to provide objective zoning standards for Urban Lot Splits within single-family residential zones, to implement the provisions of state law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety.

§ 17.55.020. Authority

The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code Sections 65852.21 et seq. and 66411.7 et seq.

§ 17.55.030. Definitions

A person "acting in concert with the owner," as used in Section 17.55.040(B)(8) below, means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

"Adjacent parcel" means any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.

"Car share vehicle" means a motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.

"Common ownership or control" means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent or more of the interest in the property.

"Lower-income household" has the meaning set forth in Health & Safety Code Section 50079.5.

"Moderate-income household" has the meaning set forth in Health & Safety Code Section 50093.

"Sufficient for separate conveyance," as used in Sections 17.55.040(B)(11) and 17.55.050(B)(8) below, means that each attached or adjacent dwelling unit is constructed in a manner adequate to

allow for the separate sale of each unit in a common interest development as defined in Civil Code Section 1351 (including a residential condominium, planned development, stock cooperative, or community apartment project), or into any other ownership type in which the dwelling units may be sold individually.

"Urban Lot Split" means a subdivision of an existing parcel into no more than two separate parcels that meets all the criteria and standards set forth in this chapter.

"Very low-income household" has the meaning set forth in Health & Safety Code Section 50105.

§ 17.55.040. Urban Lot Split

A. The City Manager or his/her designee shall ministerially review an application for a parcel map that subdivides an existing parcel to create no more than two new parcels in an Urban Lot Split, and shall approve the application if the criteria in Government Code Section 66411.7 and this section are satisfied.

B. **Qualifying Criteria.** Within the time required by the Subdivision Map Act, the City Manager or his/her designee shall determine if the parcel map for the Urban Lot Split meets all the requirements in Government Code Section 66411.7(3) and.

1. Both resulting parcels are no smaller than 1,200 square feet.
2. Neither resulting parcel shall be smaller than 40 percent of the lot area of the parcel proposed for the subdivision.
3. The proposed lot split would not require demolition or alteration of any of the following types of housing:

    i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low- or very low-income.

    ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

    iii. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

    iv. Housing that has been occupied by a tenant in the last three years.

4. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1,

or within a site that is designated or listed as a City landmark or historic property or historic district pursuant to a City ordinance.

5. The parcel being subdivided was not created by an Urban Lot Split as provided in this section.
6. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided in this section.
7. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:
    i. The Planning Official, shall waive or modify any standard if the standard would have the effect of physically precluding the construction of two units on either of the resulting parcels created pursuant to this chapter or would result in a unit size of less than 800 square feet. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two units of 800 square feet each on each parcel.
    ii. Notwithstanding subsection (9)(i) above, required rear and side yard setbacks shall equal four feet, except that no setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.
8. Each resulting parcel shall have access to, provide access to, or adjoin the public right-of-way.
9. Proposed adjacent or connected dwelling units shall be permitted if they meet building code safety standards and are designed sufficient to allow separate conveyance. The proposed dwelling units shall provide a separate gas, electric, and water utility connection directly between each dwelling unit and the utility, unless otherwise waived by the City's Building Official.
10. **Parking.** One space shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where:
    i. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or
    ii. There is a designated parking area for one or more car-share vehicles within one block of the parcel.

11. Compliance with Subdivision Map Act. The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in Government Code Section 66411.7. Notwithstanding Government Code Section 66411.1, no dedications of rights-of-way or the construction of offsite improvements may be required as a condition of approval for an Urban Lot Split, although easements may be required for the provision of public services and facilities.
12. The correction of nonconforming zoning conditions may not be required as a condition of approval.
13. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. **Owner-Occupancy Affidavit.** The applicant for an Urban Lot Split shall sign an affidavit, in the form approved by the City stating that the applicant intends to occupy one of the housing units on the newly created lots as its principal residence for a minimum of three years from the date of the approval of the Urban Lot Split. This subsection shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

D. **Recorded Covenant.** Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant and agreement in the form prescribed by the City Attorney which shall run with the land and comply with Government Code 66411.7 (a)(3)(i).

E. **Specific Adverse Impacts.** In addition to the criteria listed in this section, a proposed Urban Lot Split may be denied if the building official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A "specific adverse impact" is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

F. **Enforcement.** The City Attorney shall be authorized to abate violations of this chapter and to enforce the provisions of this chapter and all implementing agreements and affidavits by civil action, injunctive relief, and any other proceeding or method permitted

by law. Remedies provided for in this chapter shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

EXHIBIT B

TITLE 18 ZONING ORDINANCE AMENDMENTS

CITY OF SAND CITY
ORDINANCE NO SC 25-___, 2025

AN ORDINANCE OF THE CITY OF SAND CITY AMENDING TITLE 18 ZONING OF THE MUNICIPAL CODE TO IMPLEMENT THE CITY OF SAND CITY 2023-2031 (SIXTH CYCLE) HOUSING ELEMENT

WHEREAS, the City's Housing Element, which was adopted June 4, 2024 and subsequently found in compliance with housing element law on July 2, 2024 by the California Department of Housing and Community Development, provides that the City will continue timely and effective implementation of all programs;

WHEREAS, on February 18, 2025, the City Council adopted the initial set of amendments to Municipal Code Title 18 Zoning necessary to implement the Housing Element;

WHEREAS, the following Housing Element Implementation programs as shown in Exhibit B, require additional amendments to Municipal Code Title 18 Zoning to implement the Housing Element:

1.B Amend the City's Zoning Ordinance to comply with new State Density Bonus laws and allow Council discretion to grant a density bonus greater than what is allowed in the Government Code
- Chapter 18.59 Affordable Housing Density Bonus

1.C West End Housing Diversity Overlay
- Chapter 18.13 MU-P District
- Proposed Chapter 18.85 RHNA Overlay

1.J Reduce Minimum Parking Standards
- Chapter 18.64 Parking WEPP
- Chapter 10.12 In-Lieu Parking

WHEREAS, the City Council has reviewed the proposed amendments to the Zoning Code, has found that the proposed amendments are consistent with goals and policies of the City's General Plan, and recommends adoption of the proposed amendments; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Zoning Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

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

Incorporation of Recitals. The City Council finds that the above Recitals are true and

correct and are incorporated herein by reference.

The City Council Hereby Adopts Amendments to Title 18 of the Zoning Ordinance as shown in Exhibit B with redlines accepted attached hereto and incorporated herein by reference.

California Environmental Quality Act (CEQA) Considerations. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) based upon the following:

1. The proposed ordinance involves the adoption of development standards necessary to achieve Housing Element policies that support infill development of 138 new housing units on eight (8) opportunity sites throughout the City. The City Council finds that proposed standards will apply to development of opportunity sites consistent with applicable affordable and infill housing exemptions referenced in CEQA Guidelines Article 12.5 which exempt affordable and infill housing. The City Council further finds that ordinances will apply to infill development sites for which CEQA Guidelines Categorical Exemption Section 15332 apply with respect to General Plan consistency, site size of less than 5 acres within the City, availability of services, and absence of sensitive biological resources.

2. The City Council finds that provisions of the ordinance will implement the City's 6th Cycle Housing Element which has been determined to be exempt from CEQA in accordance with Section 15332 (filed June 6, 2024).

3. The proposed ordinance implements Density Bonus and Incentives for affordable housing mandated by Government Code Section 65915, implementing those provisions of state law, and includes no other provisions that may result in a direct or indirect impact on the physical environment.

Severability. If any section, subsection, paragraph, sentence, clause or phrase of the Ordinance, or its application to any person or circumstance, is for any reason held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Effective Date. This Ordinance shall take effect and be in force thirty (30) days from and after its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sand City and held on the on the ___ day of September, 2025; by the following vote:

AYES:

NOES:

ABSENT:

_____

[Mayor/Chair]

ATTEST:

_____

Kerry Lindstrom

CITY CLERK

APPROVED AS TO FORM:

_____

[NAME]

[CITY ATTORNEY/COUNTY COUNSEL]

CHAPTER 10.12
IN-LIEU PARKING

§ 10.12.010. ~~Purpose.~~ *Referral*

Refer to City Council adopted in-lieu parking fees as set forth in Title 18 of the Municipal Code.

~~The purpose of this chapter is to provide an equitable fee system for owners or their tenants who wish to utilize the property in such a way that they are not able to provide all of the off-street parking for such use as would be required by Title 18 of the Sand City Municipal Code. The funds collected under the authority of this chapter are a users fee to be used for the construction, operation, and maintenance of parking facilities within the City.~~
~~(Ord. 88-2 §1)~~

~~§ 10.12.020. Adjustment.~~

~~Each property owner or his/her tenant within the City shall pay an annual fee for each parking space for which a parking adjustment is granted. All parking adjustment fees collected by the City are nonrefundable. Adjustments shall be granted, in whole or in part, or denied in accordance with this chapter. This chapter shall not be construed to give a property owner a vested right to pay a fee in lieu of providing the required parking. Said determination shall be within the sound discretion of the City Council, subject to the provisions of this chapter.~~
~~(Ord. 88-2 §2)~~

~~§ 10.12.030. Use of Funds.~~

~~All fees collected pursuant to this chapter shall be specially funded in an appropriately titled fund and used solely for the purpose of providing parking in the City. Such purpose includes but is not limited to paying for studies of methods of providing additional parking in the City, for the purchase of land for parking, the construction of parking facilities (including, but not limited to, paying bonded indebtedness on any future parking facility within the City), the improvement of parking facilities, the replacement of existing improvements and maintenance of facilities.~~
~~(Ord. 88-2 §3)~~

~~§ 10.12.040. Calculation of Fees.~~

~~The adjustment fee shall be calculated as follows:~~

~~A. The number of parking spaces required shall be as set forth in Title 18 of the Municipal Code, effective on the date on which an adjustment is granted.~~

~~B. The fee shall be $500 per year for each space for which an adjustment is granted. This fee may be adjusted from time to time by resolution of the City Council.~~
~~(Ord. 88-2 §4)~~

~~§ 10.12.050. Payment of Fees.~~

~~The annual fees determined under Section 10.12.040 hereof shall be paid initially, prior to the time the operator of the subject business obtains a business license for such business. Thereafter, the annual fee referred to in Section 10.12.040 hereof shall be paid in advance at the time said business license is renewed. In the event an adjustment is granted under this chapter, it shall not~~

~~be effective until the initial fee described herein is paid. Such adjustment shall become null and void and of no further effect in the event the annual fee is not paid as required herein, and the operator's business license will be of no further force and effect.~~
~~(Ord. 88-2 §5)~~

~~§ 10.12.060. Parking Adjustment.~~

~~10.12.60.1 Application~~~~. Application for the parking adjustment described in this chapter shall be made by the property owner, tenant, or an agent of the owner or tenant, to the Planning Department on a form provided by the City. An application fee shall be required, which shall not be refundable. Maps, drawings, and other data may be required by the Planning Department to demonstrate that the criteria for parking adjustment as set forth in this chapter apply to the subject property. The Planning Director may, in his/her sole discretion, require any other data necessary for the City Council to make a full, fair, and equitable decision with regard to the issuance of a parking adjustment under this chapter.~~

~~10.12.60.2 Public Hearing~~~~. Upon receipt of an application for a parking adjustment permit, the matter shall be set for a public hearing before the City Council. A notice of the application shall be mailed to all owners of property, shown on the most recent Monterey County tax assessment roll, within a minimum of 300 feet of all property boundaries. The notice shall be distributed not less than 10 days prior to hearing date.~~

~~Failure of the owners of such properties to receive notice of a hearing, when mailed in accordance with the above procedures, shall in no way affect the validity of the action taken by the City Council.~~

~~10.12.60.3 Findings of the City Council~~~~. Prior to the issuance of any permit under this chapter, the City Council must make the following findings:~~

~~A. That the property or properties for which a parking adjustment permit is requested under this chapter can not otherwise be economically utilized.~~

~~B. That there are no reasonable alternative means by which parking, in full compliance with the standards of Title 18 of the City's Municipal Code, may be created, either on the parcel or parcels to be developed, or by obtaining off-site parking by means of purchase, lease, or other legally binding arrangement.~~

~~C. That the issuance of such permit will not be of substantial detriment to neighboring property and the use and enjoyment thereof will not materially affect or impair the purposes of the Municipal Code, the public interest, or the public health, safety and welfare.~~

~~D. Or, in lieu of subsections A, B, and C above, that the proposed joint uses of the property do not, because of the joint use, require the full application of the parking standards of Title 18 of the Sand City Municipal Code.~~

~~**10.12.60.4 Issuance of Permit Procedure**. Upon the decision of the City Council to issue a permit under this chapter, the Planning Department shall mail to the applicant a permit form containing the name of the applicant, the name of the business proposed to be conducted on the subject property, the name of the property owner, the address and legal description of the subject property for which the permit was issued, the number of spaces for which an adjustment was issued, and any terms or conditions upon which the permit was issued. Said permit form shall contain a place for the signature of both the applicant and the property owner and a statement that both understand and agree to the issuance of the permit and to any terms or conditions imposed in conjunction therewith. No permit shall be valid or effective until it has been signed by both the property owner and the applicant, returned to the City, and the fee for said adjustment has been paid in accordance with Section 10.12.050 above.~~

~~(Ord. 88-2 §6)~~

CHAPTER 18.13
MU-P PLANNED MIXED USE DISTRICT

§ 18.13.010. Purpose.

The purpose of the MU-P district is to (a) implement the Sand City General Plan land use policies relating to the mixed use classification illustrated on the General Plan Diagram; (b) encourage development and redevelopment of mixed residential, commercial, and light-industrial uses that ensure land use compatibility; (c) encourage the creation of living wage jobs; (d) provide for the continued availability of light manufacturing and commercial businesses; (e) provide opportunities for office development where it will not unduly interfere with light manufacturing and commercial uses; (f) allow on-site ancillary retail uses to maintain and enhance the economic viability for manufacturers, artists and artisans in the district; and (g) allow buildings and site areas where living and working environments can be combined in an effort to reduce work commutes and provide for a more lively area of town.
(Ord. 16-05 §9)

§ 18.13.020. Principal Permitted Uses.

Principal permitted uses in the MU-P district are:

A. All legal businesses and uses existing within the MU-P district at the time of the adoption of the ordinance codified in this chapter shall be considered permitted uses, but only on the sites they currently occupy. All businesses and uses within existing conditional use permits at the time of the adoption of said ordinance shall be allowed to continue as a use permitted by conditional use permit, and only on the site they currently occupy. Expansion of any of these uses beyond their current locations will require conditional use permit approval by the City and will be subject to the MU-P development standards and land use compatibility requirements.

B. Expansion of existing commercial and industrial uses on-site or substantial remodeling or renovation resulting in more than a 25% increase in floor area or building coverage shall require the issuance of a conditional use permit and will subject the entire commercial or industrial use to the current site development standards of the MU-P district.

C. Multiple dwellings, mixed-use, and planned unit development projects that meet any of the following criteria shall be permitted by-right, subject only to a site development permit:

    a. Housing projects with four or fewer units; OR

    b. Housing projects with five or more units where at least ~~15~~ ***20***% of the units are affordable to lower-income households.

D. Employee housing (serving six or fewer persons), transitional housing, and supportive housing shall be considered permitted uses by-right, subject only to a site development permit and permits similar to other uses of the same type in the same zone. Employee, transitional, and supportive housing shall all mean as defined in Chapter 18.04 of this title.

E. Residential care facilities (small and large) shall be considered a permitted use by-right subject only to a site development permit and permits similar to other uses of the same type in the same zone. Residential care facility shall mean as defined in Chapter 18.04 of this title.

F. Low barrier navigation centers shall be considered a permitted use by-right. Low barrier navigation center shall mean as defined in Chapter 18.04 of this title.

(Ord. 16-05 §9)

§ 18.13.030. Accessory Uses.

Accessory uses in the MU-P district are those uses integrated with, but subordinate to, a permitted or conditional use.

(Ord. 16-05 §9; Ord. 17-02 §1)

§ 18.13.040. Conditional Uses.

Conditional uses, subject to the issuance of a conditional use permit from the City Council are:

A. Public or quasi-public uses;

B. Commercial recreation;

C. Light-manufacturing;

D. Live/work units ~~at a density no greater than one unit per 1,875 square feet of lot area~~;

E. Art/craft studios;

F. Laboratories, motion picture studios, recording studios, radio/television broadcast stations, photo processing/printing;

G. Open air markets;

H. Brew pubs, wine tasting;

I. Retail establishments;

J. Restaurants, food service, food take out;

K. Bakeries, catering commercial kitchens;

L. Service, commercial;

M. Hotels, motels, inns;

N. Medical and professional offices;

O. Single-family and multifamily development at densities no greater than established by this chapter;

P. Any other use the City Council finds to be consistent with the goals and policies of the Sand City General Plan and the purposes of this zoning district;

Q. Single room occupancy (SRO) units.

(Ord. 16-05 §9; Ord. 17-02 §2)

§ 18.13.050. Area and Setback Requirements.

Area and setback requirements in the MU-P district are as follows:

A. No parcel or lot created after January 17, 1984, shall have an area of less than 3,750 square feet; provided, however, that the minimum land area of a parcel or lot in the MU-P district created on or before January 17, 1984, and improved with a single-family residence shall be 1,875 square feet.

B. Minimum front yard setback: 6 feet. Exception: At grade patios, porches or stoops are permitted within the setback area.

C. Minimum side and rear yard setbacks: ~~6~~ ***0*** feet.

(Ord. 16-05 §9)

§ 18.13.060. Other Required Conditions.

A. Applicable fence height limits and other regulations as contained in Sections 18.62.050 and 18.62.060.

B. Site plan approval by the City Council is required for all construction and physical site alterations in the MU-P district.

C. On-site parking and loading facilities ~~required for all uses~~, as provided in Chapter 18.64. Dwelling unit density may be restricted beyond that allowed by this chapter if insufficient off-street parking is not provided to meet Chapter 18.64.

1. Notwithstanding Chapter 18.64, parking shall not be required for residential developments that include affordable senior units, disabled housing units or units within ½ mile of a major transit stop, as set forth in Government Code Section 65863.2.

D. Height Limitations. Maximum 60 feet, including roof equipment, but subject to discretionary limitation of less than 60 feet in the approval of land entitlement permits. Maximum allowable building heights shall be based upon a mean average of the sum of a building's height of all building elevations at ~~final~~ ***existing*** grade. Buildings exceeding 60 feet in average height shall be subject to discretionary conditional use permit approval and must satisfy, at a minimum, all of the following findings; but under no circumstances shall any height exceed 85 feet.

Findings:

~~That segment of a building exceeding 60 feet is atop integrated structured parking below, effectively reducing the amount of open ground sprawled parking that would otherwise be necessary for Title 18 compliance with applicable off-street parking requirements.~~

1. That section of rooftop exceeding the 60 foot limit does not do so along the entire roofline, whereby the roof-line varies, oscillates, and/or staggers in height, but does not exceed more than 85 feet at its highest point.

2. All windows and other reflective surface on any segment of a building over 60 feet in height shall incorporate a non-reflective glazing or other similar material/treatment to mitigate glare and reflections.

3. Any project exceeding 60 feet in height shall be subject to a ~~comparability~~ ***consistency*** determination by the ***Monterey*** Airport Land Use Commission, ~~and receive approval by that Commission~~ prior to City ***Council consideration*** ~~approval~~ of such a project.

Exceptions to Height Limitations. Height limitations stipulated in this chapter may be granted

exceptions, subject to conditional use permit approval, for the following: one story cupolas and domes, chimneys, flagpoles, open rooftop decks, rooftop stairway and elevator penthouses/access, vertical antennae, rooftop equipment screening, solar collection devices, and green roof elements.

E. Design Review Regulations Apply.

F. A coastal development permit shall be required for all construction and physical site alterations in the MU-P district where a site designated as MU-P also falls within the coastal zone boundaries of the City. In such cases, these areas shall be shown on the zoning map as CZ-MU-P, and uses within this area shall be subject to the limitations of Chapter 18.26.

G. In order to determine if proposed new businesses and residential uses within the MU-P district are compatible with ambient conditions, the following additional submissions may be required as part of the conditional use permit, coastal development permit, or site plan review process: (1) material safety data sheets; (2) fire department approval and agreement to annual inspections if hazardous materials are involved with the proposed use; and (3) an acoustical analysis by a licensed acoustical engineer. Above-standard sound proofing may be required to insure compatibility with nearby or planned residential uses.

H. Housing Density. The MU-P District shall allow a minimum of 20 dwelling units per acre and a maximum of 81 dwelling units per acre.

1. All density calculations resulting in fractional units shall be rounded to the nearest whole number.

2. Residential densities allowed under this chapter shall be restricted and limited by a consolidated lot's ability to provide minimum required off-street parking in accordance with Chapter 18.64 of this title, to the satisfaction of the City Council**, or unless waived by the City Council at its sole discretion**.

3. Density restrictions of this chapter shall not impede application of density bonuses/ incentives as specified by Chapter 18.59 of this title.

4. Residential units built and existing per the housing density bonuses of this chapter may be reclassified, subdivided and recorded as individual residential condominium units, subject to City approval and recording of relevant covenants, conditions, and restrictions (CC&Rs) documentation and related parcel map(s) to that effect; without consequence to the number of units that were originally granted per the terms of this chapter, provided that such reclassification does not increase the number of residential units existing at that time.

(Ord. 16-05 §9; Ord. 17-02 §§3—5)

~~5848157.1~~

CHAPTER 18.59
AFFORDABLE HOUSING DENSITY BONUS

Sections

18.59.010 Purpose.
18.59.020 Definitions.
18.59.030 Application requirements.
18.59.040 Local coastal program consistency.
18.59.050 Review process.
18.59.060 Density bonus agreement.
18.59.070 Density bonus calculations.
18.59.080 Development standards.
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18.59.100 Interpretation.

18.59.010. Purpose.

In accordance with California Government Code Sections 65915, et seq., this Chapter specifies how compliance with State Density Bonus Law will be implemented. Specifically, the purpose of this Chapter is to provide density bonuses, incentives, concessions, and waivers of development standards for the production of housing for very low-, low-, and moderate-income households, senior households, provision of daycare facilities, student housing, and donations of land, and for other housing types as provided by state law ***and outlined in Government Code Section 65915 through 65918***. In enacting this Chapter, it is also the intent of the City to implement the goals, objectives, and policies of the City's Housing Element of the General Plan.

18.59.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this Chapter. "Replace" is defined in Government Code Section 65915 (c) (3) (A) and (B).

18.59.030. Application Requirements.

An applicant for a "housing development" as defined in State Density Bonus Law shall be eligible for a density bonus and other regulatory benefits that are provided by State Density Bonus Law when the applicant seeks and agrees to provide housing as specified in Government Code Section 65915(b), (c), (f), (g), (h) and (v), or in Government Code Section 65195.5, or successor provisions. The density bonus calculations shall be made in accordance with State Density Bonus Law.

The granting of a density bonus, incentive, or concession, pursuant to this chapter, shall not be interpreted, in and of itself, to require a general plan amendment, development code amendment, zone change, other discretionary approval, or the waiver of a City ordinance or provisions of a City ordinance unrelated to development standards.

All requests for density bonuses, incentives, parking reductions, and waivers for a housing development shall be filed with and on a form provided by the City Manager, or designee, concurrently with the filing of the planning application for the first discretionary or ministerial permit required for the housing development, whichever permit is earliest. The applicant shall be informed whether the application is complete consistent with Government Code Section 65943.

The application shall include the required fee and the following minimum information:

A. For a requested density bonus.

1. Summary table showing the maximum number of dwelling units permitted by the zoning and general plan excluding any density bonus units, proposed affordable units by income level, proposed bonus percentage, number of density bonus units proposed, total number of dwelling units proposed on the site, and resulting density in units per acre, residential gross floor area and total gross floor area proposed on the site, resulting density in units per acre or floor area ratio, depending on the density definition for the land use designation and zoning applicable to the housing development site, proposed parking stalls, and unit bedroom counts and unit types for the purpose of calculating parking requirements.
2. Subparagraph of Government Code Section 65915(b)(1) under which the housing development qualifies for a density bonus and reasonable documentation demonstrating that the housing development is eligible for a bonus under that subparagraph.
3. Where the housing development is seeking an additional bonus, the subparagraph of Government Code Section 65915(v)(1) under which the housing development qualifies for an additional density bonus and reasonable documentation demonstrating that the housing development is eligible for the additional bonus under that subparagraph.
4. A tentative map or preliminary site plan, drawn to scale, showing the number and location of all proposed units, designating the location of proposed affordable units and density bonus units.
5. The zoning and general plan designations and assessor's parcel number(s) of the housing development site and, if reduced parking is requested on the basis of location, the distance to the nearest major transit stop, as defined in Section 21155 of the Public Resources Code.
6. To determine whether the project is subject to replacement requirements as described in Government Code Section 65915(c)(3), provided the following.

   a. The total number of dwelling units existing on the site in the five (5) year period preceding the date of submittal of the application.
   b. The total number of bedrooms in each dwelling unit existing on the site in the five (5) year period preceding the date of submittal of the application.
   c. The total number of dwelling units that are or were subject to a recorded covenant, ordinance or law applicable to the site that restricted rents to levels affordable to very-

low- or lower-income households in the five (5) year period preceding the date of submittal of the application.

d. The total number of occupied dwelling units and the income and household size of all residents of currently occupied units or a statement from the applicant that such information is unknown.

e. The total number of vacant dwelling units on the site and the income and household size of the prior residents occupying those dwelling units when the site contained the maximum number of dwelling units or a statement from the applicant that such information is unknown.

7. The phasing of the construction of the affordable housing units in relation to the nonrestricted units in the housing development.

8. A marketing plan for the affordable housing units, as well as an explanation of the methods to be used to verify tenant and/or buyer incomes and to maintain affordability of the affordable housing units. For a housing development with Five (5) dwelling units or more, the density bonus housing plan shall specify a financing mechanism for ongoing administration and monitoring of the affordable housing units.

9. If a density bonus is requested for a land donation, the location of the land to be dedicated, proof of site control, and reasonable documentation that each of the requirements included in Government Code Section 65915 (g) can be met.

B. **Requested incentives/concessions.** Incentives and concessions are those defined by State Density Bonus Law. The number of incentives or concessions that may be requested shall be based upon the number the applicant is entitled to pursuant to State Density Bonus Law Government Code Section 65915 (d)(2)***(A),*** as it may be amended. The application shall include the following minimum information for each incentive or concession requested, shown on a site plan (if appropriate):

1. The number of incentives/concessions the applicant is eligible for pursuant to State Density Bonus Law.
2. The City's usual development standard or other regulatory standard and the requested incentive/concession.
3. Reasonable documentation that the incentive/concession will result in identifiable and actual cost reductions.
4. Reasonable documentation that the amount of cost reduction is used to provide the affordable units at affordable house costs or affordable rents.

~~(Ord. 16-05 §12)~~

C. **Requested waivers.** If waivers or reductions of development standards are requested, the following minimum information for each waiver requested on each lot, shown on a site plan if appropriate:

1. The city's usual development standard and the requested development standard waiver.
2. Reasonable documentation that the development standards for which a waiver is requested will have the effect of physically precluding the construction of a development at the densities or with the incentive/concession permitted by Government Code Section 65915 and the waiver is no greater than necessary to reasonably accommodate the construction of such a development.

D. **Parking reductions.** If a housing development is eligible for a density bonus pursuant to State Density Bonus Law, the applicant may request an on-site vehicular parking ratio specified in Government Code Section 65915(p). An applicant may request this parking reduction in addition to the incentives and waivers permitted by paragraphs (B) and (C) of this subsection. The application shall include a table showing parking required by the zoning regulations, parking proposed under State Density Bonus Law, paragraph under Government Code Section 65915(p) (or other statute) under which the project qualifies for the parking reduction, and reasonable documentation that the project is eligible for the requested parking reduction.

E. **Density bonus or incentive for a child care facility in a housing development.** The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915(h) can be met.

F. **Density bonus or incentive for a condominium conversion.** The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915.5 can be met.

18.59.040. Local coastal program consistency.

A. State Density Bonus Law provides that it shall not be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Cal. Public Resources Code § 30000 et seq.), and further provides that the granting of a density bonus or an incentive shall not be interpreted, in and of itself, to require a local coastal plan amendment.

B. For development within the coastal zone, any requested density bonus, incentive, waiver, or parking reduction shall be consistent with all applicable requirements of the certified City of Sand City Local Coastal Program, with the exception of density.

18.59.050. Application review process.

A. All requests under State Density Bonus Law shall be part of the planning application and shall be applied for, reviewed by the City Manager, and acted upon concurrently with the planning application by the City Council, within the timelines prescribed by California Government Code Section 65950 et seq. or other applicable statute. Appeals related to administration of the subject ordinance shall be addressed in accordance with the requirements of Chapter 17.72

shall include all requests under State Density Bonus Law if appeals are authorized for the discretionary or ministerial permit applied for.

B. To ensure that an application for a housing development conforms with the provisions of State Density Bonus Law and the Coastal Act, if applicable, the staff report presented to the decision-making body shall state whether the application conforms to the following requirements of State Density Bonus Law, as applicable:

1. The housing development provides the housing required by State Density Bonus Law to be eligible for a density bonus and any concessions or incentives, parking reduction, or waivers requested.

2. If applicable, the housing development provides the housing required by State Density Bonus law to be eligible for an additional density bonus under Government Code Section 65915(v)(1).

3. If a concession or incentive is requested, reasonable documentation has been presented showing that any requested incentive will result in identifiable and actual cost reductions to provide for affordable housing or costs or rents; except that, if a mixed-use development is requested, the application must instead meet all of the requirements of Government Code Section 65915(k)(2).

4. If a waiver is requested, the development standards for which a waiver is requested would have the effect of physically precluding the construction of the housing development at the densities or with the incentives permitted.

5. The housing development is eligible for any requested parking reductions under Government Code Section 65915(p) or other statute.

6. If the density bonus is based all or in part on donation of land, the requirements of Government Code Section 65915(g) have been met.

7. If the density bonus or incentive is based all or in part on the inclusion of a child care facility or condominium conversion, the requirements included in Government Code Section 65915(h) or 65915.5, as appropriate, have been met.

8. If the housing development is in the coastal zone, the requested density bonus and any requested incentive, waiver or parking reduction is consistent with all applicable requirements of the certified Local Coastal Program.

9. The property for which a density bonus is proposed is eligible to receive a density bonus in accordance with Government Code Section 65915 (c) (3) (A) (Replacement of moderate or lower income units).

C. An applicant shall be ineligible for a density bonus or any other incentives or concessions under California Government Code Section 65915(c)(3)(A) if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are

located or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

1. The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in California Government Code Section 69515(b), as it may be amended.

2. Each unit in the development, exclusive of the manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

   The affordable replacement units shall be made available at affordable rent or affordable housing cost to, and occupied by, low income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years ***if required by the construction mortgage financing assistance program mortgage insurance program, or rental subsidy program***.

D. The City Council shall grant a concession or incentive requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:

   1. The proposed concession or incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5; or for affordable rents, as defined in Health and Safety Code Section 50053; or

   2. The proposed concession or incentive would be contrary to state or federal law; or

   3. The proposed concession or incentive would have a specific, adverse impact upon the public health or safety or on any real property that is listed in the California Register of Historic Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households. For the purpose of this subsection, "specific, adverse impact" means a significant, quantifiable, direct and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589.5.

E. The decision-making body shall grant the waiver of development standards requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:

   1. The proposed waiver would be contrary to state or federal law; or

2. The proposed waiver would have an adverse impact on any real property listed in the California Register of Historic Resources; or

3. The proposed waiver would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households. For the purpose of this subsection, "specific, adverse impact" means a significant, quantifiable, direct and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589.5.

F. Ifa child care center complies with the requirements of Government Code Section 65915(h), the decision-making body may deny a density bonus or incentive that is based on the provision of child care facilities only if it makes a written finding, based on substantial evidence, that the City already has adequate child care facilities.

G. A request for minor modification of an approved density bonus housing plan may be granted by the City Manager if the modification substantially complies with the original density bonus housing plan and conditions of approval. Other modifications to the density bonus housing plan shall be processed in the same manner as the original plan.

18.59.060. Density bonus housing agreement.

A. If a density bonus, incentive, parking reduction, or waiver is approved pursuant to this chapter, the applicant shall enter into a binding affordable housing agreement or restrictive covenant, as described below, with the City, which sets forth the conditions and guidelines to be met in the implementation of State Density Bonus Law and that ensures compliance with all of the provisions of this chapter. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the applicant to comply with State Density Bonus Law, this chapter, or the affordable housing agreement.

B. For rental projects, the applicant shall enter into an affordable housing agreement with the City, running with the land, in a form approved by the City Attorney, to be executed by the City Manager, or their designee. The agreement shall require the continued affordability of all rental units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction for a minimum of fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program; shall identify the type, size and location of each affordable unit; shall specify the eligible occupants; shall specify phasing of the affordable units in relation to the market-rate units; and shall contain other relevant provisions approved by the City Attorney. Rents for the lower income density bonus units shall be set at an affordable rent as defined in State Density Bonus Law.

C. For for-sale projects, the applicant shall enter into an affordable housing agreement with the City, running with the land, in a form approved by the City Attorney to be executed by the City Manager, or their designee. The affordable housing agreement shall require that, the initial purchasers of those for-sale units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction are persons and families of very low, low, or moderate income , as applicable, or if any for-sale unit is not purchased by an income-qualified household within one-hundred eighty (180) days after the issuance of the certificate of occupancy, then the unit(s) must be sold pursuant to a contract that satisfies the requirements of Government Code Section 65915(c)(2)(A)(ii), to a qualified non-profit housing corporation as defined in State Density Bonus Law and that the units are offered at an affordable housing cost, as that cost is defined in Health and Safety Code Section 50052.5; and shall contain other relevant provisions approved by the City Attorney, the City shall enforce an equity sharing agreement consistent with State Density Bonus Law unless it is in conflict with the requirements of another public funding source or law. The affordable housing agreement shall require the continued affordability of the for-sale units for fifteen (15) years.

D. Where a density bonus, waiver or parking reduction is provided for a market-rate senior housing development, the applicant shall enter into a restrictive covenant with the City, running with the land, in a form approved by the City Attorney, to be executed by the City Manager, or their designee, to require the housing development to be operated as "housing for older persons" consistent with state and federal fair housing laws.

E. The executed affordable housing agreement shall be recorded against the housing development prior to final or parcel map approval, or, where a map is not being processed, prior to issuance of building permits for the housing development, whichever is earliest. The affordable housing agreement shall be binding on all future owners and successors in interest.

F. An agreement pursuant to this section shall be approved as to form and content by the City Attorney and shall be recorded against the housing development project prior to final map or parcel map approval, or, where a map is not being processed, prior to issuance of any building permit for the housing development.

The agreement shall include, but not be limited to, the following:

1.The total number of units approved for the housing development; the number, location and level of affordability of target units and the number of density bonus units.

2.Standards for determining affordable rent or ownership cost for target units.

3.The location, unit size in square feet and number of bedrooms of target units.

4.Provisions as required by this section to ensure continued affordability.

5.A schedule for completion and occupancy of target units in relation to construction of market-rate units.

6.A description of any incentive/concession, waiver or reduction of development standard or modification of parking standard being provided by the city.

7.A description of remedies for breach by either party and the identification of any thirdparty beneficiary or beneficiaries eligible to enforce a breach by the applicant.

8.In the case of rental housing, procedures for filling vacancies, provisions requiring maintenance of records to demonstrate compliance with this division and the developer's agreement that restrictions on rents are consistent with the Costa-Hawkins Act (Civil Code Section 1954.51, et seq.).

9.Procedures for verifying household incomes.

10.Financing of ongoing administrative and monitoring costs.

11.Other provisions as necessary or convenient to ensure implementation and compliance with this division.

18.59.070. General provisions and density bonus calculations.

A. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

B. When calculating the number of affordable units needed to qualify for a given density bonus, any fractions of affordable dwelling units shall be rounded up to the next whole number.

C. Except where a housing development is eligible for an additional bonus pursuant to Government Code Section 65915(v), each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one category, the applicant shall identify the category under which the density bonus is requested to be granted.

D. For the purpose of calculating a density bonus, the dwelling units shall be on contiguous sites that are the subject of one (1) development application but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in any geographic area of the housing development, including areas other than where the affordable units are located.

E. In determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law, units added by a density bonus are not included in the calculations.

F. The applicant may elect to accept a lesser percentage of density bonus than the housing development is entitled to, or no density bonus, but no reduction will be permitted in the percentages of affordable units required by State Density Bonus law. ~~Regardless of the number of affordable units, no housing development shall be entitled to a density bonus greater than what is authorized under State Density Bonus Law.~~ ***The City Council may grant a density***

bonus greater than what is described in this Chapter and Government Code Section 65915 for a development that meets the requirements of this chapter.

G. Calculation of base units. Base density will be calculated as follows:

1. Where dwelling units per acre is the density standard, the base units equal the maximum allowable residential density or the project units, whichever is smaller.

2. Where floor area ratio is the density standard, the base units are proportional to the number of project units and maximum allowable residential floor area, with the same ratio of project units to residential floor area, calculated as follows:

a. If the project residential gross floor area is less than the maximum allowable residential gross floor area, the base units equal the project units.

b. Where bonus FAR is less than or equal to the maximum allowable residential density in the general plan, the bonus FAR may be combined with a state density bonus.

c. The base units are calculated as set forth in paragraph 2. of this subsection, provided that the maximum floor area ratio may include the bonus FAR if the project otherwise qualifies for bonus FAR.

d. Where bonus FAR is greater than the maximum allowable residential density in the general plan, the bonus FAR cannot be combined with a state density bonus. The base units are calculated as set forth in paragraph 2. of this subsection, provided that the maximum floor area ratio shall not include any bonus FAR.

H. Nothing in this chapter requires the provision of direct financial incentives from the City for the housing development, including, but not limited to, the provision of financial subsidies, publicly owned land, fee waivers, or waiver of dedication requirements. The City, at its sole discretion, may choose to provide such direct financial incentives.

I. The City, at its sole discretion, may grant a proportionately lower density bonus than what is required in the State Density Bonus Law for developments that do not provide a sufficient number of affordable units to be eligible for a density bonus pursuant to State Density Bonus Law.

J. The City Manager or designee shall have the authority to prepare, adopt and periodically update administrative guidelines consistent with this division and State Density Bonus Law.

K. Allowed Density Bonuses. A housing development that meets one of the eligibility levels as set forth in Government Code Section 65915(b) is entitled to a density bonus calculated as referenced in Government Code Section 65915 (f).

18.59.080. Development standards.

A. Building permits and final inspections or certificates of occupancy shall be issued concurrently for the market rate units and for any affordable units that qualified the project for a density bonus, incentive, waiver, or parking reduction, so that the affordable units comprise the required percentage of total units.

B. Affordable units shall be comparable in exterior appearance and overall quality of construction to market rate units in the same housing development. Interior finishes and amenities may differ from those provided in the market rate units, but neither the workmanship nor the products may be of substandard or inferior quality as determined by the City.

C. To comply with fair housing laws, the affordable units shall contain the same proportional mix of bedroom sizes as the market-rate units. In mixed-income buildings, the occupants of the affordable units shall have the same access to the common entrances and to the common areas, parking, and amenities of the project as the occupants of the market-rate housing units, and the affordable units shall be located throughout the building and not isolated on one floor or to an area on a specific floor.

18.59.090. Density bonus for commercial development.

A. The following definitions shall apply to Section 18.59.090:

1. "Commercial development" means a development project for nonresidential and nonindustrial uses.

2. "Commercial development bonus" means modification of development standards mutually agreed upon by the City and a commercial developer and provided to a commercial development eligible for such a bonus under subparagraph (C). Examples of a commercial development bonus include an increase in floor area ratio, increased building height, or reduced parking.

3. "Partnered housing agreement" means an agreement approved by the City between a commercial developer and a housing developer identifying how the commercial development will provide housing available at an affordable ownership cost or affordable rent consisted with subparagraph (h)(3). A partnered housing agreement may consist of the formation of a partnership, limited liability company, corporation, or other entity recognized by the state in which the commercial developer and the housing developer are each partners, members, shareholders, or other participants, or a contract between the commercial developer and the housing developer for the development of both the commercial develop~~er~~***ment*** and the housing development.

B. When an applicant proposes to construct a commercial development and has entered into a partnered housing agreement approved by the City, the City shall grant a commercial development bonus mutually agreed upon by the developer and the City. The commercial development bonus shall not include a reduction or waiver in fees imposed on the commercial development to provide for affordable housing.

C. The partnered housing agreement shall include all of the following provisions:

1. The housing development shall be located on the site of the commercial development or on a site that is all of the following: (i) within the boundaries of the local government; (ii) on a site within the City that is within one-half mile of a major transit stop, as defined in Public Resources Code Section 21155; and (iii) is in close proximity to public amenities, including schools and employment centers.

2. At least thirty percent (30%) of the total units in the housing development shall be made available at an affordable ownership cost or affordable rent to low-income households, or at least fifteen percent (15%) of the total units in the housing development shall be made available at an affordable ownership cost or affordable rent to very low-income households.

3. The commercial development must agree either to directly build the affordable housing units, donate a site consistent with the requirements of Government Code Section 65915(g) for the development of the affordable housing units, or make a cash payment to the housing developer for the development of the affordable housing units.

D. An approved partnered housing agreement shall be described in the City's Housing Element annual report as required by Government Code Section 65915.7(k).

A Commercial Development may request and receive a Development Bonus pursuant to the provisions of Government Code Section 65915.7.

18.59.100. Interpretation.

If any portion of this chapter conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this chapter. Any ambiguities in this chapter shall be interpreted to be consistent with State Density Bonus Law. Statutory references in this ordinance include successor provisions.

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(Ord. 16-05 §12)

CHAPTER 18.64
PARKING AND LOADING AREAS

§ 18.64.010. Off-Street Loading Spaces Required.

A. In any district, in connection with every building or part thereof hereafter erected and having a gross floor area of 2,000 square feet or more, which is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale store, market, hotel, laundry, dry cleaning or other use similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained, on the same lot with such building, at least one off-street loading space to be used exclusively for such purpose for each 5,000 square feet of gross floor area so used; provided, that not more than two such loading spaces shall be required unless such gross floor area exceeds 80,000 square feet, in which case there shall be provided one additional loading space for each 40,000 square feet or major fraction thereof in excess of 8,000 square feet.

B. Each loading space shall be not less than 12 feet in width, 40 feet in length and 16 feet in height, and shall be clearly marked for this use. Buildings of 3,000 square feet or less will be allowed a length reduction of 10 feet and allowed to use a portion of the building interior.

(Ord. 84-1 §32-16(a))

§ 18.64.020. Off-Street Parking Spaces Required—Generally.

At the time of erection of any building or structure in connection with any use in any district, adequate on-site parking shall be provided as required by this chapter. At the time that any building or structure is enlarged or increased in capacity by adding floor area or seats or at the time any such building is changed in use so that the new use requires more parking spaces under these regulations than the former use, additional parking shall be provided to the extent required for such new construction, enlargement, increased capacity or change in use. Adequate provision for ingress and egress shall be made, and the parking space shall thereafter be maintained in good condition. Nothing herein, however, shall be interpreted to require the provision of additional parking for buildings or structures that have remained, or are, idle or vacant unless such buildings or structures are enlarged, increased in capacity or changed in use. Parking provided in any area reserved for future street widening by an official plan line shall not be deemed to meet the requirements of this chapter.

(Ord. 84-1 §32-16(b)(1))

§ 18.64.030. Off-Street Parking—Alternate Methods.

If the required off-street parking for any use cannot be provided on the same parcel on which the use is located because of the size or shape of the parcel or by determination of the City Council, then the required parking may be provided on other property under the following circumstances and conditions:

A. The parking shall be set aside from other parking on the same premises and shall be clearly marked for the exclusive use of the customers and employees of the use for which it is provided.

B. Signs showing the availability and location of such parking shall be placed on the parcel on which the use is located.

C. The parking shall be developed, improved and maintained in accordance with the requirements of Section 18.64.060.

D. The parking shall be developed in accordance with the ***City standards in both coastal and non-coastal areas*** ~~local coastal program and coastal zone regulations, if applicable,~~ or the parking may be provided by in-lieu fee as established ~~herein~~ by ***City laws and regulations*** ~~this Chapter~~ (Section 18.64.090 – 18.64.140.).

(Ord. 84-1 §32-16(b)(2))

§ 18.64.040. Off-Street Parking—Size and Access.

Each off-street parking space shall be of usable shape, arrangement and condition and shall be not less than eight and one-half (8-1/2) feet by 17 feet measured along the angle of parking and a compact parking space eight and one-half (8-1/2) feet by 15 feet. A maximum of 65% of the parking shall be for compact cars in the mixed-use, commercial, and industrial districts. Parking areas shall be suitably paved, drained, lighted and appropriately planted and fenced for the protection of adjacent properties in accordance with specifications of the City and shall be arranged for convenient access, egress and safety of vehicles and pedestrians. Where a lot does not abut on a public or private alley or easement of access, there shall be provided an access drive not less than ~~10~~ ***14*** feet in width in the case of a single dwelling, and not less than 20 feet in width in all other cases, leading to the required parking, storage or loading. There shall be a driveway to any enclosed garage or other enclosed structure provided for the parking of a motor vehicle.

(Ord. 84-1 §32-16(b)(3); Ord. 17-04 §24)

§ 18.64.050. Off-Street Parking—Number of Spaces Required.

The number of off-street parking spaces required shall be as set forth in this section. In applying these requirements, the term "floor area" means the total floor area within the exterior walls of any building or structure.

The City Manager shall use these requirements as a guide in determining the appropriate number of off-street parking spaces required for the use.

A. Adult Education Institution, one space for each 25 square feet of classroom area.

B. Animal Day-Care or Lodging/Animal Hotel, subject to discretionary use permit conditions.

C. Artist Studio/Workshop, one space per 700 square feet.

D. Artist/Live-Work, one space per live-work unit.

E. Art Gallery / Showroom, one space per 500 square feet of gross floor area.

F. Assembly

1. Religious Assembly or Churches, one space per 4 seats or 18-inches of linear bench/pew in the auditorium;

2. Performance Theater or Dancehalls, one space per 4 seats, or one space per 250 square feet when no seats are provided.

G. Automobile or Machinery Sales and Service Garages.

1. Machinery sales, one space per 500 square feet of floor area;

2. Automotive Repair, three spaces per bay or working area, with a minimum of 5 spaces. No bay or service area may itself be used to satisfy this requirement;

3. Automotive parts and accessories, retail, one space per 350 square feet of floor area.

H. Automobile Sales, subject to discretionary use permit conditions.

I. Banks, one space per 500 square feet of floor area.

1. Automated Teller Machine (ATM) Kiosk (Outside Only), two spaces per ATM, unless the ATM is drive-through — in which case no parking spaces would be included.

J. Business, ~~and~~ Professional Offices, and Broadcast Studios, other than medical or dental offices, one space per 350 feet of floor area.

K. Churches, refer to "Religious Assembly".

L. Contractor Yard or Shop, one space per 700 square feet of building.

M. Dancehalls, refer to "Assembly Halls".

N. Dwellings, single-family and duplex, refer to "Residential Uses".

O. Dwellings, multiple, refer to "Residential Uses".

P. Dwellings, mobile and manufactured homes, refer to "Residential Uses".

Q. Eating Establishments

1. Bakeries with On-site Dining, one space per 250 square feet;

2. Commercial Bakeries/Kitchens (no on-site service), one space per 700 square feet;

3. Fast Food, one space per 125 square feet;

4. Restaurants, one space per 125 square feet; or four seats, whichever is less;

5. Take Out Only, one space per 250 square feet; and

6. Taverns/Bars, one space per 125 square feet, or four seats, whichever is less.

R. Emergency Shelters, one space per staff member, and one space per remaining 5,000 square feet of building space, whichever is greater. If the building is less than 5,000 square feet, one parking space is the minimum.

S. Furniture and appliance stores; furniture repair shops, refer to "Retail, General".

T. Gas Station

1. Gas Station (fuel only), one ~~and one-half~~ space~~s~~ per fuel pump. Spaces at each fuel pump shall be counted towards meeting this requirement.

2. Gas Station with Mini-mart, the same as the "Gas Station (fuel only)" requirement plus one space per 500 square feet of mini-mart floor area.

U. In-Door Agriculture, see Manufacturing.

V. Rooming houses and lodging-houses, refer to "Residential Uses".

W. Manufacturing plants, research or testing laboratories, bottling plants; the greater of one parking space for each 700 square feet of gross floor area devoted to manufacturing, shipping or receiving, plus one space for each 350 square feet of gross floor area devoted to office use.

X. Medical or dental offices, two spaces per examination/treatment room.

Y. Movie Theater, one space per four theater seats.

Z. Launderettes and self-service laundries, one space per 200 square feet.

AA. Hotels and motels, refer to Overnight Accommodations.

BB. Open Storage Yard, one space for each 3,000 square feet of lot area, plus spaces for any office as required by this section for offices.

CC. Overnight Accommodations

1. Campgrounds and recreational vehicle parks, one space per sleeping area;

2. Hotels and motels, one space per 0.7 guest room;

DD. Performance Theater, refer to Assembly.

EE. Personal Services (i.e. Barbers, Estheticians, Hair/Nail Salons, Tattoo Parlors, etc.), one space per work station.

FF. Photography Studio, one space per 700 square feet.

GG. Recreational

1. Gym, Recreational Exercise, or Skateboard Facility, one space per 200 square feet (excluding restrooms and locker rooms);

2. Dancehall/Nightclub, refer to Assembly Hall.

HH. Residential Uses

Deed restricted ***affordable*** senior ***and/or disabled housing units or units within a half mile of a major transit stop***	½ space per unit for developments that include affordable senior, disabled housing units or for units within half a mile of a major transit stop according to Government Code Sections 65585 and 65863.2
Single-Family	One space for 1-2 bedrooms and two spaces for 3 or more bedrooms with one space enclosed. For studio apartments (0 bedrooms); one space per unit, unless there is more than one studio

	apartment, and in such cases ½ space per studio apartment.
Duplex	One space for 1-2 bedrooms and two spaces for 3 or more bedrooms with one space enclosed
Multi-family	One parking space per unit for one-bedroom units; one and one-half (1-1/2) parking spaces per unit of which at least one parking space per unit shall be covered for units of two bedrooms; two spaces per unit for units of three or more bedrooms, of which at least one parking space per unit shall be covered
Mobile and Manufactured Homes	One space per bedroom
Accessory Dwelling Units	Refer to Chapter 18.63
Rooming-houses and Lodging-houses	One space per bedroom
Transitional and Supportive Housing	Refer to "Multi-family"

Note: Parking minimums may be reduced or waived by the City Manager for any residential development within a half-mile of a major public transit stop. All City Manager determinations are appealable to the City Council.

II. Restaurants and taverns, refer to Eating Establishments.

JJ. Retail, General one space per 500 square feet of floor area to accommodate small retail in the West End District for non-coastal zones.

1. Furniture and Appliance Stores/Furniture Repair Shops, one space per 500 square feet;

2. Machinery Sales, one space per 500 square feet.

KK. Supermarkets/mini-marts not in regional shopping center (C-4 zone), one space per 250 square feet of gross floor area.

LL. Veterinary Office and/or Animal Hospital, one space per 250 square feet of gross floor area.

MM. Visitor Serving Commercial (Coastal Zone).

1. Dancehalls and assembly halls, one space for each 100 square feet of floor area used for assembly or dancing;

2. Hotels, motels, one space for each room;

3. Campgrounds and recreational vehicle parks, one space for each sleeping area;

4. Restaurants, taverns and nightclubs, one space for each 50 square feet where capacity is not determined by fixed number of seats; otherwise, one space for each two and one-half (2-1/2) seats;

5. Retail shops, stores and other visitor serving commercial use, one space per 300 square feet of floor area;

6. In addition to on-site parking requirements for each use, an additional 10% of the project's total required parking shall be required for public parking, either on-site or at another location that would serve to benefit public access, with the location subject to City Council approval.

NN. Wholesale establishments, warehouses or utility buildings, one space for each 1,000 square feet of gross floor area or one parking space for each two employees on the maximum shift, whichever is greater. Self-storage facilities, including mini-storage shall require one space for every 50 rental storage units.

OO. Regional Commercial (C-4) district: All uses in the C-4 district shall have one space per 350 square feet of floor area.

In the case of any use which is not specifically mentioned herein, the parking provisions for a similar use shall apply. If there is a deviation from the parking requirements in Section 18.64.040, the City Manager shall determine the required parking, except in circumstances otherwise requiring City Council approval. All City Manager determinations on parking requirements are appealable to the City Council.

(Ord. 84-1 §32-16 (b)(4); Ord. 86-10 §1.0; Ord. 89-1 §2.0; Ord. 98-05, §1; Ord. 07-03)

§ 18.64.060. Development and Maintenance of Parking Areas.

Every parcel of land hereafter used as a public or private parking area, including an automobile, equipment, trailer or other open-air sales lot, shall be developed and maintained in accordance with the following requirements:

A. Screening and Landscaping. Off-street parking areas for more than five vehicles shall be effectively screened on each side which adjoins or faces any R district or institutional premises by a visual barrier such as an evergreen hedge, solid fence, masonry screen wall, or preferably a dune berm, where appropriate. Such visual barrier shall be not less than four feet nor more than six feet in height and shall be maintained in good condition without any advertising thereon.

B. Surfacing. An off-street parking area shall be surfaced with an asphaltic cement, or some other appropriate pavement material so as to provide a durable and dustless surface, shall be so graded and drained as to ***capture and properly*** dispose of all surface water accumulated within the area, and shall be so arranged and marked as to provide for orderly and safe loading or unloading, parking and storage of vehicles.

C. Lighting. Lighting to illuminate any off-street parking area or public parking area designated for use by a private entity shall be so arranged as to reflect the light away from adjoining premises in any district.

D. Parking Space Use. Off-street and public parking areas shall not be used for the repair, servicing or storage of materials, machinery or trailers; the sale of any goods or services; or, as a work area. No temporary or permanent structure is permitted in any off-street public parking area without a permit from the City.

E. Wheel Stops. Bumpers, posts, wheel stops or any other acceptable device shall be provided for all parking spaces. All such devices shall be firmly attached to the ground.

F. Striping. All off-street parking spaces shall be striped to show the required dimensions of the parking spaces. Each line or stripe shall be a minimum of four inches wide.

(Ord. 84-1 §32-16(b)(5); Ord. 86-10 §2.0)

§ 18.64.070. Exception—Appeal.

Except in the coastal zone, the City Manager may authorize, upon request by an applicant, a modification, reduction or waiver of the foregoing requirements only if it should find that in the particular case appealed, the nature of the use, or the exceptional shape or size of the property or other exceptional situation or condition, justifies such action; a parking determination by the City Manager is appealable to the City Council.

(Ord. 84-1 532-16(b)(6))

§ 18.64.080. On-Site Circulation Standards.

A paved, unobstructed access drive not less than 24 feet in width for two-way traffic nor less than ~~15~~ ***16*** feet in width for one way traffic must be provided to within 100 feet of each dwelling unit or apartment. Provision for turnaround must be designed into any dead-end or stub-end driveway which exceeds 150 feet from face of curb. Acceptable means of turnaround will be a cul-de-sac, key or T configuration of a minimum standard approved by the City Council. In instances where existing lots of record have been partially developed and a 24 foot access drive is not obtainable in the area of the existing development, an access drive of not less than 20 feet may be approved by the City Council if, in its opinion, the circulation and access requirements can be met.

(Ord. 84-1 §32-16(c))

§ 18.64.090. In-Lieu Fee for Parking

18.64.090.1 Purpose.

The purpose of this chapter is to provide an equitable fee system for owners or their tenants who wish to utilize the property in such a way that they are not able to provide all of the off-street parking for such use as would be required by Title 18 of the Sand City Municipal Code. The funds collected under the authority of this chapter are a users fee to be used for the construction, operation, and maintenance of parking facilities within the City.
(Ord. 88-2 §1)

18.64.090.2 Adjustment.

Each property owner or his/her tenant within the City shall pay an annual fee for each parking space for which a parking adjustment is granted. All parking adjustment fees collected by the City are nonrefundable. Adjustments shall be granted, in whole or in part, or denied in accordance with this chapter. This chapter shall not be construed to give a property owner a vested right to pay a fee in lieu of providing the required parking. Said determination shall be within the ~~sound~~ discretion of the City Council, subject to the provisions of this chapter.
(Ord. 88-2 §2)

18.64.090.3 Use of Funds.

All fees collected pursuant to this chapter shall be specially funded in an appropriately titled fund and used solely for the purpose of providing parking in the City. Such purpose includes but is not limited to paying for studies of methods of providing additional parking in the City, for the purchase or lease of land for parking, or replacement or reconfiguration of existing public improvements, the construction of parking facilities (including, but not limited to, paying bonded indebtedness on any future parking facility within the City), the improvement of parking facilities, the replacement or reconfiguration of existing public improvements (allowing for, but not limited to restriping or new paving/striping), and maintenance of facilities.
(Ord. 88-2 §3)

18.64.090.4 Calculation of Fees.

The adjustment fee shall be calculated based upon the number of parking spaces required shall be as set forth in Title 18 of the Municipal Code, effective on the date on which an adjustment is granted.

B. The fee shall be established and thereafter adjusted from time to time by resolution of the City Council.
(Ord. 88-2 §4)

18.64.090.5 Payment of Fees.

The annual fees determined under Section 18.64.120 hereof shall be paid initially, prior to the time the operator of the subject business obtains a business license for such business. Thereafter, the annual fee referred to in Section 18.64.120 hereof shall be paid in advance at the time said business license is renewed. In the event an adjustment is granted under this chapter, it shall not be effective until the initial fee described herein is paid. Such adjustment shall become null and void and of no further effect in the event the annual fee is not paid as required herein, and the operator's business license will be of no further force and effect.
(Ord. 88-2 §5)

18.64.090.6 Parking Adjustment.

18.64.090.6.1 Application.
Application for the parking adjustment described in this chapter shall be made by the property owner, tenant, or an agent of the owner or tenant, to the Planning Department on a form provided by the City. An application fee shall be required, which shall not be refundable. Maps, drawings, and other data may be required by the Planning Department to demonstrate that the criteria for parking adjustment as set forth in this chapter apply to the subject property. The Planning Director may, in his/her sole discretion, require any other data necessary for the City Council to make a full, fair, and equitable decision with regard to the issuance of a parking adjustment under this chapter.

18.64.090.6.2 Public Hearing.
Upon receipt of an application for a parking adjustment permit, the matter shall be set for a public hearing before the City Council. A notice of the application shall be mailed to all owners of property, shown on the most recent Monterey County tax assessment roll, within a minimum of 300 feet of all property boundaries. The notice shall be distributed not less than 10 days prior to hearing date.

Failure of the owners of such properties to receive notice of a hearing, when mailed in accordance with the above procedures, shall in no way affect the validity of the action taken by the City Council.

18.64.090.6.3 Findings of the City Council.
Prior to the issuance of any permit under this chapter, the City Council must make the following findings:

A. That the property or properties for which a parking adjustment permit is requested under this chapter cannot otherwise be economically utilized.
B. That there are no reasonable alternative means by which parking, in full compliance with the standards of Title 18 of the City's Municipal Code, may be created, either on the parcel or parcels to be developed, or by obtaining off-site parking by means of purchase, lease, or other legally binding arrangement.
C. That the issuance of such adjustment permit will not be of substantial detriment to neighboring property and the use and enjoyment thereof will not materially affect or impair the purposes of the Municipal Code, the public interest, or the public health, safety and welfare.
D. Or, in lieu of subsections A, B, and C above, that the proposed joint uses of the property do not, because of the joint use, require the full application of the parking standards of Title 18 of the Sand City Municipal Code.

18.64.090.6.4 Issuance of Permit Procedure.
Upon the decision of the City Council to issue a permit under this chapter, the Planning Department shall mail to the applicant a permit form containing the name of the applicant, the name of the business proposed to be conducted on the subject property, the name of the property owner, the address and legal description of the subject property for which the permit was issued, the number of spaces for which an adjustment was issued, and any terms or conditions upon which the permit was issued. Said permit form shall contain a place for the signature of both the applicant and the property owner and a statement that both understand and agree to the issuance of the permit and to any terms or conditions imposed in conjunction therewith. No permit shall be valid or effective until it has been signed by both the property owner and the applicant, returned to the City, and the fee for said adjustment has been paid in accordance with Section 18.64.130 above.

(Ord. 88-2 §6)

CHAPTER 18.85
Regional Housing Needs Assessment Overlay District

§ 18.85.010. Purpose.

The purpose of this chapter is to support the development of affordable housing and encourage infill development on sites identified in the City's 4th and 5th Housing Element Cycles. Only projects that allocate at least 20 percent of the total units as deed-restricted very low- and low-income housing are eligible for by-right development within this Overlay District.

§ 18.85.020. Applicability

The Regional Housing Needs Assessment (RHNA) Overlay District applies to the site listed in the table below. This site is carried over from the 4th and 5th Housing Element Cycles and is also included in Appendix C of the 6th Cycle Housing Element under the Site Inventory List.

Table 18.85.020-1: Reused 4th and 5th Cycle Housing Element Cycle Sites

6th Cycle Housing Element Site Inventory Number	APN Number	General Plan Land Use Designation	Zoning Designation	Permitted Density Under Zoning District
2	011-196-020-000	MU-D	MU-P	20-81 du/ac

§ 18.85.030. By-Right Development

The City shall implement by-right development for the site(s) identified in Section 18.85.020 when a developer constructs a project with at least 20 percent of the units for very low- and low-income households subject to an affordability agreement. Sites are zoned to permit *owner-occupied and rental multifamily residential use* by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period. Pursuant to Government Code Section 65583.2(c), by-right development means that the following are not required for the development:

1. Conditional Use Permit;

2. Planned Unit Development Permit;

3. Design Review other than Objective Development Design Standards; or

4. Other discretionary, review or approval that would constitute a "project" as defined in Section 2100 of the Public Resources Code (California Environmental Quality Act "CEQA").

AGENDA ITEM
5D.

Hold Second Reading and Adopt an Ordinance of the City of Sand City Amending Title 18 (Zoning) of the Sand City Municipal Code to Add Section 18.62.171 (Uses Conducted Within Enclosed Buildings) Applicable to the Zoning Districts: 18.13 MU-P Planned Mixed Use; 18.14 C-1 Light Commercial; 18.15 C-2 Heavy Commercial; 18.18 c-3 Neighborhood Shopping; and 18.20 Manufacturing and Deleting Zoning Code Section 18.14.060.B

City of Sand City

TO: Honorable Mayor and City Council
FROM: Nick McIlroy, Planning Manager
Brian Foucht, Contract Planner EMC Planning Group
TO: Honorable Mayor and City Council
SUBJECT: Zoning Ordinance Amendment – Second Reading and Adoption Of an Ordinance Amending Section 18.62 To Add Section 18.62.171 Requiring Uses Within the C-1, C-2, C-3, MU-P and M Zoning Districts To Be Conducted Inside A Fully Enclosed Building Unless A Conditional Use Permit and Site Plan Is First Obtained.
DATE: September 16, 2025

A. BACKGROUND:

The City Council conducted a public hearing and introduced the ordinance on August 19, 2025. There are no significant modifications to the proposed ordinance resulting from public testimony or correspondence. City Council members inquired with staff regarding the effect of the modifications on continuation of nonconforming and unpermitted uses. These topics are addressed in the staff report accompanying the draft ordinance.

The City intends, via Zoning Ordinance regulations to implement General Plan/Vibrancy Plan policies and recommendations to achieve a gradual transition away from heavy commercial toward visitor serving uses such as restaurants, shops, artist live-work studios and mixed residential uses.

In 2002 significant areas of the West End (the Old Town Neighborhood) of the City were rezoned from C-2 Heavy Commercial and M Manufacturing Districts to the MU-P (Planned Mixed- Use) District (Ordinance 02-04).

Many of the permitted uses, allowed by right, in the C-2 District (Conditional Use Permits not required) are of a type that, by their nature, involve activities outside enclosed buildings. Over time, these characteristics established a normative model for other uses in the West End that: 1) typically do not involve open air operations; and 2) occupy sites and locations not designed for outdoor operations. The result, throughout the West End, are land use operations that conflict residential uses, on-site parking, on and off-site circulation, and environmental regulations. These are incompatible with residential uses in a mixed-use context.

Ordinance 02-04 states the incompatibility of C-2 uses with residential uses in the mixed-use context desired by the City, as follows:

"WHEREAS, the City of Sand City had adopted a General Plan Update that incorporates the urban planning principles of traditional neighborhood development (TND); and

"WHEREAS, TND concepts and principles advance residential in-fill development, mixed use development and residentially compatible commercial and light-industrial uses in close proximity to one another; and

"WHEREAS, current regulations within the CZ-C2 (Coastal Zone, Heavy Commercial), C-2 (Heavy Commercial), CZ-M (Coastal Zone Manufacturing), and M (Manufacturing) zoning districts are not intended to promote residentially compatible development."

B. DISCUSSION

1. Proposed Ordinance

   The proposed Section 18.62.171 will apply to permitted and conditional uses within the following Zoning Districts:

   C-1 Light Commercial
   C-2 Heavy Commercial
   C-3 Neighborhood Commercial
   MU-P Planned Mixed Use
   M Manufacturing

   Non-residential uses within these districts are required to be conducted within an enclosed building, unless a Conditional Use Permit and Site Plan approval are obtained.

   In approving a Conditional Use Permit the City Council must make specific findings related to:

   - compatibility of the use with surrounding land use;
   - consistency with the General Plan and other adopted plans; and

- mitigation of potential adverse impacts through design and operation of the use and related improvements.

2. General Plan

"GENERAL PLAN THEMES

"The transformation of Old Town from a heavy manufacturing, warehousing, and service commercial center, to one with mixed retail, service, light manufacturing, and residential uses including a thriving artist and artisan community, is intended to complement the City's tourism efforts and draw from other Peninsula communities.

"Elimination of Land Use Conflicts. Early patterns of development within the City did not fully consider issues of land use compatibility. Efforts to facilitate desired land use transitions, particularly in the Old Town area, are designed gradually to eliminate conflicts and encourage a more appropriate mix of uses." (Pg 1-4)

"COMMUNITY ISSUES AND TRENDS – Old Town Desired Land Use Transitions:

"2.1.1 Encourage the establishment of new land uses within the Old Town district that…Are generally complementary to other desirable businesses in the area and are residentially compatible in terms of being low-impact neighbors to residential uses.

"GOAL2.3: Reduce land use conflicts in the Old Town district.

"GENERAL PLAN LAND USE DESIGNATIONs

…"Mixed Use Development (MU-D). This designation is applied to areas where low impact light manufacturing and commercial uses can be intermixed with live-work units, such as artist studios or galleries, and residential uses. Desired uses are typically conducted wholly within a building. Where outdoor storage or business activities are necessary, extensive screening should be required…

"Compatible uses in this designation include, but are not limited to: small scale plant nurseries, wholesale or retail building materials and supplies centers, (designed with attractive store fronts and outdoor storage areas

that are situated behind the primary building and are heavily screened), (Pg 2-22)"

3. Vibrancy Plan: 3.1 Land Use Tools

LU-1. Prioritize new businesses that bring people and activity into the Vibrancy Area.

LU-1a. Change the list of allowed uses within the Planned Mixed - Use District to shift land use away from construction, trades, automotive, heavy industrial, transportation, warehousing, and storage. …

The contractor/automotive/industrial-type uses fall within the Service Commercial use that is allowed within the Planned Mixed- Use District. These uses, although long-established within the Vibrancy Plan Area and valued by the City,do not generate significant daytime activity or provide nightlife for residents or visitors.

… It is anticipated that a transition away from these uses would occur over time.

…As an initial step, the City should remove the undesired Service Commercial use from the zoning code; existing Service Commercial uses could remain indefinitely as non-conforming uses.

The proposed amendment to add Section 18.62.171 to the Zoning Ordinance will require that non-residential permitted and conditional uses operate within enclosed buildings unless otherwise approved by the City Council. This process will ensure ongoing compatibility of existing and future commercial uses with adjacent and surrounding residential and visitor serving commercial uses as the transition set in motion by adoption of the Vibrancy Plan progresses.

4. Illegal vs. Nonconforming uses

Existing business operations outside an enclosed building that were explicitly permitted or "customarily appurtenant to a permitted use" within the C-1, C-2 or M Districts are legal uses within these zoning districts and the current MU-P District. For example, a contractor's equipment storage yard is listed as a

permitted use in the C-2 District. Outdoor operations are customarily appurtenant to such a use. If these uses were in place before the relevant ordinances were adopted, and continued on an ongoing basis within the more recent MU-P District, this use and related outdoor activities would be legal, as a Nonconforming Use, within the MU-P District. Restrictions regarding expansion and continuation of the principal use would then apply (SCMC 18.70).

Uses such as a warehouse, machine shop, or printing shop, on the other hand, do not customarily involve activity, including storage, outside an enclosed building. Limited types of outdoor uses, for example loading and unloading associated with warehouse uses, would be a legal use customarily associated with a Nonconforming use. Generally, a use that was not explicitly or customarily appurtenant to a permitted or a conditional use in the C-2 District would not be a legal use in the MU-P District. (Although a CUP may, nonetheless, be obtained specifically for outdoor storage (SCMC 18.72.020)).

In situations where a CUP is now required to legally establish a use in any of the districts referenced in the proposed ordinance, the principal use will be considered a Nonconforming use. These uses may continue subject to restrictions for continued operation, expansion, and replacement until a CUP is obtained (SCMC 18.70).

In summary:

- Current uses and activities that were not legal at the time that these uses and activities were established and which are not currently explicitly permitted or conditional uses, remain illegal. The proposed ordinance establishes that current uses and activities outside a fully enclosed building are illegal unless a CUP is first obtained.

- The proposed ordinance explicitly requires current uses and activities to be conducted within an enclosed building, unless a CUP is first obtained. Uses allowed in the MU-P District that have obtained a CUP for outdoor activities are in compliance with this requirement.

- Permitted uses outside an enclosed building, customarily associated with a previous or current zoning district and for which a CUP has not been issued, are Nonconforming uses. These uses may continue subject to certain restrictions (SCMC.18.70). Issuance of a CUP for outdoor activities that are

customarily appurtenant to an allowed use will remove the nonconforming use status.

C. ENVIRONMENTAL REVIEW

The amendment is categorically exempt from the California Environmental Quality Act (CEQA) under the following Section:

Section 15305 – Minor Alterations in Land Use Limitations. The requirement for Conditional Use Permit and Site Plan approval extends the current requirement generally applicable to uses in the C-1 District pursuant to Section 18.14.060.B. to Zoning Districts within and adjacent to properties within the Vibrancy Plan area, generally known as the “West End” in its entirety. The proposed ordinance explicitly requires that uses shall be conducted within a fully enclosed building and enables operation of permitted and conditional uses outside enclosed building upon issuance of a Conditional Use Permit and Site Plan approval. Currently such activities are not expressly authorized within the MU-P Planned Mixed Use and are therefore presumed to be prohibited. This minor alteration in limitations furthers General Plan Policies specifically related to the West End area referenced in the City’s Vibrancy Plan.

D. FISCAL IMPACT

The ordinance is not expected to create significant fiscal impacts. Over time, the ordinance is expected to reduce the cost of code enforcement actions.

E. RECOMMENDATION

Staff recommends that the City Council motion for adoption of the Ordinance.

ATTACHMENTS:
Draft Ordinance – Section 18.62.171

CITY OF SAND CITY
ORDINANCE NO SC 25-___, 2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY AMENDING TITLE 18 (ZONING) OF THE SAND CITY MUNICIPAL CODE TO ADD SECTION 18.62.171 (USES CONDUCTED WITHIN ENCLOSED BUILDINGS) APPLICABLE TO THE ZONING DISTRICTS: 18.13 MU-P PLANNED MIXED USE; 18.14 C-1 LIGHT COMMERCIAL; 18.15 C-2 HEAVY COMMERCIAL; 18.18 C-3 NEIGHBORHOOD SHOPPING; AND 18.20 MANUFACTURING

AND

DELETING ZONING CODE SECTION 18.14.060.B

WHEREAS, the City of Sand City seeks to maintain and enhance land use compatibility between commercial, service commercial, manufacturing, residential, and mixed-use development within the City and within the West End, Vibrancy Plan area; and

WHEREAS, Sand City General Plan policies promote compatibility of land uses and the mitigation of adverse external effects associated with commercial and industrial activities, such as noise, air quality impacts, traffic congestion, light spillover, and glare. The following are applicable General Plan policies:

"GENERAL PLAN THEMES

"The transformation of Old Town from a heavy manufacturing, warehousing, and service commercial center, to one with mixed retail, service, light manufacturing, and residential uses including a thriving artist and artisan community, is intended to complement the City's tourism efforts and draw from other Peninsula communities.

"Elimination of Land Use Conflicts. Early patterns of development within the City did not fully consider issues of land use compatibility. Efforts to facilitate desired land use transitions, particularly in the Old Town area, are designed gradually to eliminate conflicts and encourage a more appropriate mix of uses." (Pg 1-4)

"COMMUNITY ISSUES AND TRENDS – Old Town Desired Land Use Transitions:

"2.1.1 Encourage the establishment of new land uses within the Old Town district that…Are generally complementary to other desirable businesses in the area and are residentially compatible in terms of being low-impact neighbors to residential uses.

"GOAL2.3: Reduce land use conflicts in the Old Town district.

"GENERAL PLAN LAND USE DESIGNATIONs

…"Mixed Use Development (MU-D). This designation is applied to areas where low impact light manufacturing and commercial uses can be intermixed with live-work units, such as artist studios or galleries, and residential uses. Desired uses are typically conducted wholly within a building. Where outdoor storage or business activities are necessary, extensive screening should be required…

"Compatible uses in this designation include, but are not limited to: small scale plant nurseries, wholesale or retail building materials and supplies centers, (designed with attractive store fronts and outdoor storage areas that are situated behind the primary building and are heavily screened), (Pg 2-22)" ; and

WHEREAS, the Sand City Vibrancy Plan seeks to implement measures to facilitate the gradual transition from heavy commercial and industrial uses to a compatible mix of residential, visitor serving, and light commercial land uses. The amendment implements the following Vibrancy Plan policies and recommendations:

LU-1. Prioritize new businesses that bring people and activity into the Vibrancy Area.

LU-1a. Change the list of allowed uses within the Planned Mixed - Use District to shift land use away from construction, trades, automotive, heavy industrial, transportation, warehousing, and storage. …

The contractor/automotive/industrial-type uses fall within the Service Commercial use that is allowed within the Planned Mixed- Use District. These uses, although long-established within the Vibrancy Plan Area and valued by the City,do not generate significant daytime activity or provide nightlife for residents or visitors.

… It is anticipated that a transition away from these uses would occur over time.

…As an initial step, the City should remove the undesired Service Commercial use from the zoning code; existing Service Commercial uses could remain indefinitely as non-conforming uses.

WHEREAS, the proposed amendment to add Section 18.62.171 to the Zoning Ordinance will require that non-residential permitted and conditional uses operate within enclosed buildings unless otherwise approved by the City Council. This process will ensure ongoing compatibility of existing and future commercial uses with adjacent and surrounding residential and visitor serving commercial uses as the transition set in motion by adoption of the Vibrancy Plan progresses.

WHEREAS, the City Council desires to adopt an ordinance that allows discretionary exceptions to this enclosed-building requirement only upon approval of a Conditional Use Permit, subject to review and findings ensuring consistency with City plans and protection of public health, safety, and welfare; and

WHEREAS, adding a new subsection 18.62.171 renders as unnecessary C-1 District subsection 18.14.016.B; and

WHEREAS, the City Council finds the amendment categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15305 – Minor Alterations in Land Use Limitations. The requirement for Conditional Use Permit and Site Plan approval extends the current requirement generally applicable to uses in the C-1 District pursuant to Section 18.14.060.B. to Zoning Districts within and adjacent to properties within the Vibrancy Plan area, generally known as the "West End" in its entirety. The proposed ordinance explicitly requires that uses shall be conducted within a fully enclosed building and enables operation of permitted and conditional uses outside enclosed building upon issuance of a Conditional Use Permit and Site Plan approval. Currently such activities are not expressly authorized within the MU-P Planned Mixed Use and are therefore presumed to be prohibited. This minor alteration in limitations furthers General Plan Policies specifically related to the West End, Vibrancy plan area of the City; and

WHEREAS, the City Council has conducted a duly noticed public hearing on the proposed amendment, received public testimony, and recommended approval to the City Council; and

WHEREAS, the City Council has reviewed the staff report, received public testimony at a duly noticed public hearing, and finds the proposed Zoning Ordinance amendment is consistent with the General Plan, the Vibrancy Plan, and applicable law; and

WHEREAS, the City Council has reviewed the proposed amendments to the Zoning Code, and finds that the proposed amendment is consistent with goals and policies of the City's General Plan, and recommends adoption of the proposed amendments; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Zoning Code are adopted pursuant to the City's police power authority to protect the public health, safety, and general welfare of the City;

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

Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

The City Council Hereby Adopts An Amendment to the Title 18 Zoning Of The Municipal Code Deleting Section 18.14.060.B

§ 18.14.060 Other Required Conditions.

Other required conditions in the C-1 district are as follows:

A. In a C-1 district directly across a street or thoroughfare from any R district designated for future residential use in the general plan, the parking and loading facilities shall maintain an average distance of eight feet from such street.

~~B. All uses shall be conducted wholly within a completely enclosed building, except for service stations, public utility substations, and off-street parking and loading facilities; except that the Council may permit the outdoor operation of any permitted use by approving a conditional use permit therefor.~~

~~C~~. B. Site plan review by the City Council for all construction or physical alterations in the C-1 zoning district.

~~D~~. C. Design control regulations apply.

The City Council Hereby Adopts An Amendment to the Title 18 Zoning Of The Municipal Code Adding Section 18.62.171

§ 18.62.171 Uses Conducted Within Fully Enclosed Buildings: Within C-1, C-2, C-3, MU-P, and M Districts.

A. All uses, including existing, renovated or new uses and accessory uses, shall be conducted entirely within a fully enclosed building except for off-street parking, loading and waste removal services. The City Council may permit the operation of any Permitted or Conditional Use outside an enclosed building within Planned Mixed Use (MU-P), Light Commercial (C-1), Heavy Commercial (C-2), Neighborhood Shopping (C-3) and Manufacturing (M) Zoning districts uses by approving a Site Plan and Conditional Use Permit therefor.

B. In considering proposed uses and activities outside an enclosed building associated with permitted and conditional uses, the City Council shall consider a complete description of the proposed use outside an enclosed building, including site and

building improvements and operation of the proposed use. In approving uses conducted outside an enclosed building the City Council shall adopt the following findings based on substantial evidence in the record of City Council consideration:

1. The proposed use is consistent with the City's General Plan and any related plans incorporated therein by reference or referenced therein as an implementation policy and program;

2. The operation of the proposed use and related improvements, including public facilities serving the property, with any required mitigation measures and conditions of approval, are consistent with City development and improvement plans and policies and regulations applicable to the property; and

3. The effect of proposed uses on the health, safety and general welfare of persons living and working in the area are negligible including but not limited to effects of noise, air quality, odors, traffic and congestion, parking, light and glare;

4. Mitigations and conditions of approval that address adverse effects referenced in finding 3. are feasible, enforceable by the City and sufficient to avoid such effects or to mitigate such effects to a level of insignificance.

Severability. If any section, subsection, paragraph, sentence, clause or phrase of the Ordinance, or its application to any person or circumstance, is for any reason held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Effective Date. This Ordinance shall take effect and be in force thirty (30) days from and after its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sand City and held on the on the ___ day of September, 2025; by the following vote:

AYES:

NOES:

ABSENT:

_____

[Mayor/Chair]

ATTEST:

_____

Kerry Lindstrom

CITY CLERK

APPROVED AS TO FORM:

_____

[NAME]

[CITY ATTORNEY/COUNTY COUNSEL]

AGENDA ITEM
5E.

Approve a Resolution Rescinding and Replacing Resolution SC 21-32 for Paying and Reporting the Value of Employer Paid Member Contributions

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Audrey Cray, Administrative Services Manager
SUBJECT: Rescind and Replace SC 21-32 Paying and Reporting the Value of Employer Paid Member Contributions
DATE: September 16, 2025

BACKGROUND/DISCUSSION:

Resolution SC 21-32 was approved by Council at the June 1, 2021 City Council meeting. Resolution SC 21-32 was missing language originally included on SC 03-86 that the Employer Paid Member Contribution (EPMC) be reported as Special Compensation to CalPERS. That was not the intent of SC 21-32 which was to remove the EPMC from the Classic Safety member group. This item is simply a correction of that error.

The City of Sand City has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691. In 2003, City Council approved resolution SC 03-86 which allowed for the Employer Paid Member Contributions (EPMC) and the reporting of EPMC as special compensation for all Classic member groups. In 2021, resolution SC 21-32 amended the agreement to no longer include Classic Safety member group with the payment of EPMC. Unfortunately, the language stating, “and to be reported to CalPERS as Special Compensation” was omitted from the resolution in error for the remaining Classic Miscellaneous group; this was not the intent of that resolution.

This resolution rescinds SC 21-32 and replaces it with a resolution that includes the missing language about reporting the EPMC to CalPERS as Special Compensation.

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 this item.

RECOMMENDATION:

It is recommended that the City Council approve the revised resolution for payment of EPMC and the reporting of EPMC to CalPERS as Special Compensation for the Classic Miscellaneous group.

ATTACHMENTS:

1. Resolution

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RESCINDING AND REPLACING RESOLUTION SC 21-32 FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of Sand City has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691; and

WHEREAS, the governing body of the City of Sand City has a written labor policy or agreement which specifically provides for the normal member contribution to be paid by the employer, and reported as additional compensation; and

WHEREAS, on June 1, 2021, the City Council approved SC 21-32, amending SC 03-86, to no longer pay the normal member contributions as Employer Paid Member Contributions (EPMC) for Safety Members; and

WHEREAS, SC 21-32 was not intended to change the benefit for Miscellaneous Members, but the language for reporting the value of EPMC was inadvertently left off of the resolution in error; and

WHEREAS, this Resolution is intended to clarify and correct the City's intent and to conform to practice; and

WHEREAS, as one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of Sand City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of Sand City has identified the following conditions of the purpose of its election to pay EPMC:

- This benefit shall consist of paying zero (0%) of the normal member contributions as EPMC for Safety Members
- This benefit will continue to consist of paying one hundred percent (100%) of the normal member contributions and reporting the value of EMPC for Miscellaneous Members
- The effective date of this Resolution shall be July 1, 2021, which was the date SC 21-32 became effective.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Sand City hereby modifies Resolution SC 21-32 by electing to pay EPMC, as set forth above.

PASSED AND ADOPTED by the City Council of the City of Sand City this 16th, day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

6284243.1

AGENDA ITEM
5F.

Approve a Resolution Authorizing a Cost-Sharing Memorandum of Understanding for Support for Franchise Collection Planning Between Monterey and its Member Agencies

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: Adopt a Resolution Authorizing a Cost-Sharing Memorandum of Understanding for Support for Franchise Collection Planning Between ReGen Monterey and its Member Agencies
DATE: September 16, 2025

BACKGROUND/DISCUSSION:
On August 19, 2014, the City of Sand City entered into a Franchise Agreement, effective April 1, 2015, through April 30, 2030. As the agreement's expiration approaches, the City must decide whether to issue a new RFP or negotiate a contract extension. Hiring a consultant to guide this process is preferred. Regen Monterey, which serves seven member agencies with contracts expiring in 2030, is providing a cost-sharing Memorandum of Understanding (MOU) to facilitate this process regionally.

Regen Monterey previously assisted with the competitive bid for the current franchise agreements in 2010, HF&H Consultants was hired to lead that process. GreenWaste was selected by member agencies for curbside collection services, for a 15-year term. As the term ends, ReGen Monterey's Technical Advisory Committee (TAC) has formed a sub-group to prepare for either a new RFP or contract extension negotiations.

Two of the nine Regen Monterey member agencies, the City of Monterey and the County of Monterey, have different waste collection providers and will not participate in this process

REVIEW AND ANALYSIS

ReGen Monterey's collaborative regional framework offers the following benefits to participating agencies:

- Collaborative Framework and Guidance
- Financial Benefits and Cost Efficiencies
- Expertise and Professional Support
- Operational and Service Advantages
- Administrative and Staffing support
- Strategic and Long-Term Benefits
- Risk Mitigation and Quality Assurance

Consultant Selection Process

ReGen Monterey solicited proposals from four specialized consultants:

1. Gershman, Brickner & Bratton, Inc. (GBB, Inc.)
2. HF&H Consultants
3. MSW Consultants
4. R3 Consulting Group, Inc.

Each consultant was asked to provide hourly rates and estimated costs for four phases of work: 1) Public & Stakeholder Engagement; 2) Solicitation Design & Drafting; 3) RFP Process Support; and 4) Negotiations.

Only one proposal was received: HF&H Consultants. After review by a selection committee of ReGen Monterey member agencies, including Sand City, the committee recommended HF&H due to the robust proposal meeting all necessary requirements. HF&H also proposed hiring a third-party survey firm to conduct a public opinion survey on residential satisfaction.

This process will engage the public, evaluate satisfaction with GreenWaste, and guide the development of future franchise agreements. For Sand City, participating in the regional effort offers significant cost savings and avoids the need to hire a separate consultant.

Fees And Cost Sharing

The total cost of HF&H Consultants' support over the next 3-4 years is estimated at $499,620.00. Hiring a public opinion survey firm is estimated at $35,000.00, bringing the total to $534,620.00. This cost will be split evenly among the seven participating agencies, with Sand City's share totaling $76,374.00 over the course of the project Under the terms of the cost-sharing MOU, ReGen Monterey will hold the contract with HF&H Consultants and will handle all billing. Member agencies, including Sand City, will reimburse ReGen Monterey annually for actual costs incurred, based on a time and materials basis.

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

FISCAL IMPACT:
The cost of this item for the City of Sand City is $76,374.00 over the next 3-4 years

RECOMMENDATION:
Staff recommends approval of the MOU with ReGen Monterey for cost-sharing in franchise planning support, which includes hiring HF&H Consultants and a public opinion survey firm.

The Council could decide not to approve the MOU and issue an independent RFP for franchise support services. However, this is not recommended due to the cost savings and regional

benefits provided by the unified approach. The MOU does offer an option for members to exit after each phase if they wish to proceed differently.

ATTACHMENTS:

1. Resolution
2. MOU
3. Benefits of Regional Solid Waste Franchise Collection Planning

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING A COST-SHARING MEMORANDUM OF UNDERSTANDING FOR SUPPORT FOR FRANCHISE COLLECTION PLANNING BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES

WHEREAS, the City of Sand City's Franchise Agreement with GreenWaste for Waste Collection services expire on April 30, 2030, and the City must decide whether to issue a new Request for Proposal (RFP) or negotiate an extension of the existing agreement; and

WHEREAS, ReGen Monterey facilitated the prior competitive bid process in 2010, resulting in franchise agreements with GreenWaste for seven member agencies, including Sand City; and

WHEREAS, ReGen Monterey has proposed to facilitate the franchise collection planning for the member agencies through a cost-sharing Memorandum of Understanding (MOU) to assist with either issuing a new RFP or negotiating an extension of the current contract; and

WHEREAS, ReGen Monterey's Technical Advisory Committee (TAC) formed a subcommittee to review consultant proposals for franchise collection planning, and HF&H Consultants was selected based on their submitted proposal; and

WHEREAS, the ReGen Monterey Board approved the cost-sharing Memorandum of Understanding for franchise collection planning support between ReGen Monterey and its member agencies on August 22, 2025, which includes the costs for consultant services and a public opinion survey; and Sand City's financial contribution for franchise collection planning support is $74, 374.00 over 3-4 years; and

WHEREAS, Sand City's financial contribution for franchise collection planning support is $74,374.00 over 3-4 years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES REGARDING ASSISTANCE WITH FRANCHISE AGREEMENT MATTERS

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY ("ReGen Monterey," or "ReGen"), a California Garbage and Refuse Disposal District, and its participating member agencies the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, PACIFIC GROVE, SAND CITY, and SEASIDE; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT ("Participating Member Agencies"). Collectively these entities shall be known herein as "Parties" or individually as a "Party."

Recitals

A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies' jurisdiction related to solid waste.

B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey's Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.

C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.

D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.

E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC subcommittee, ReGen will invoice Participating Member Agencies for each Participating Member Agency's proportionate share of estimated costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Participating Member Agency's estimated share of costs.

(c) ReGen Monterey will maintain an accounting of activities and actual incurred costs and provide reconciliation of payments annually. Differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Participating Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with ReGen Monterey to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party; provided however, no Participating Member Agency may assign its respective rights or obligations under this MOU without the prior written consent of ReGen Monterey.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the Parties hereto relating to the subject matter of this MOU.

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

EXHIBIT A

DETAILED ACTIVITIES & COSTS

Scope of Work

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

    Phase 1. Public and Stakeholder Engagement
    Phase 2. Solicitation Document Design and Drafting
    Phase 3. RFP Process Support
    Phase 4. Negotiations

2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is $534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1. $122,840 + $35,000 (third-party survey consultant)
Phase 2. $102,310
Phase 3. $161,120
Phase 4. $108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B

PARTICIPATING MEMBER AGENCIES'
PROPORTIONATE SHARES & COSTS

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	$76,374
Del Rey Oaks	14.29%	$76,374
Marina	14.29%	$76,374
Pacific Grove	14.29%	$76,374
Pebble Beach CSD	14.29%	$76,374
Sand City	14.29%	$76,374
Seaside	14.29%	$76,374
TOTAL	100%	$534,618

Benefits of Regional Solid Waste Franchise Collection Planning

Complied by ReGen Monterey

Collaborative Framework & Governance

- **Unified Regional Model:** Creates a platform where all member agencies work together toward consistent, efficient solid waste collection services while maintaining positions for local community needs and priorities
- **Strengthened Negotiating Position:** Collective bargaining power increases leverage with haulers, resulting in better contract terms, service levels, and pricing than individual agencies could achieve alone
- **Shared Decision-Making:** Establishes a process where all agencies have input on service standards, performance metrics, and contract specifications

Financial Benefits & Cost Efficiencies

- **Equitable Cost-Sharing:** Pooled funding split evenly among participating agencies reflects shared value while keeping individual costs manageable and predictable
- **Economies of Scale:** Larger service areas and combined tonnage volumes enable more competitive pricing and reduced per-unit costs for residents and businesses
- **Reduced Administrative Costs:** Eliminates duplicative procurement processes, legal reviews, and contract management expenses across multiple agencies
- **Shared Infrastructure Benefits:** Agencies selecting common haulers benefit from shared facilities like truck yards, and maintenance facilities, improving operational efficiency

Expertise & Professional Support

- **Shared Consultant Access:** Single expert consultant provides informed, professional guidance for complex negotiations while avoiding duplicative consulting costs across agencies
- **Specialized Knowledge:** Access to industry expertise in waste management trends, regulatory compliance, and best practices that individual agencies might not afford independently
- **Consistent Contract Standards:** Professional oversight ensures uniform service quality standards, performance metrics, and accountability measures across the region

Operational & Service Advantages

- **Optimized Route Efficiency:** Coordinated service areas enable more efficient routing, reducing truck traffic, emissions, and wear on local roads

- **Standardized Service Levels:** Consistent collection schedules, container standards, and customer service protocols create predictable experiences for residents
- **Enhanced Service Quality:** Larger contracts attract more qualified haulers and enable investment in newer, cleaner equipment and technology
- **Improved Emergency Response:** Coordinated backup coverage and resource sharing during equipment failures or natural disasters

Administrative & Staffing Support

- **Addresses Limited Staff Capacity:** Some agencies lack in-house expertise or dedicated time to manage complex franchise negotiations independently
- **Streamlined Procurement:** Single coordinated process reduces administrative burden on individual agency staff while maintaining competitive bidding
- **Ongoing Contract Management:** Shared oversight of performance monitoring, complaint resolution, and contract compliance reduces individual agency workload
- **ReGen's Coordination Role:** Leverages ReGen's established success in regional coordination (demonstrated through SB 1383 compliance support) to provide administrative backbone without becoming a contracting party

Strategic & Long-Term Benefits

- **Regional Consistency:** Creates a uniform waste management approach that supports regional sustainability goals and reduces confusion for multi-jurisdictional businesses
- **Enhanced Compliance Support:** Coordinated approach better positions agencies to meet evolving state regulations like SB 1383 and future environmental mandates
- **Market Stability:** Larger, longer-term contracts provide haulers with business certainty, encouraging investment in improved services and equipment
- **Future Adaptability:** Regional framework enables coordinated responses to emerging waste management challenges, technology advances, and regulatory changes

Risk Mitigation & Quality Assurance

- **Reduced Procurement Risk:** Shared expertise and resources minimize the risk of flawed contract terms or inadequate service specifications
- **Performance Accountability:** Coordinated oversight creates stronger enforcement mechanisms and faster resolution of service issues
- **Financial Security:** Larger contracts with established haulers reduce risk of service disruptions due to contractor financial instability
- **Legal Protection:** Shared legal review and contract development provides stronger protection against disputes and ensures compliance with procurement laws

AGENDA ITEM
5G.

Approve a Resolution Approving a First Amendment to Public Works Contract with CSI Construction Company for the Construction of the Concrete Monument Sign at South of Tioga Hotel Project

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer; Vibeke Norgaard, City Manager
SUBJECT: First Amendment to the Contract with CSI Construction Company for the Construction of the Monument Sign at the South of Tioga Development
DATE: **September 16, 2025**

BACKGROUND/DISCUSSION:
On April 10, 2025, the City entered into a contract with CSI Construction Company for the construction of a concrete monument sign within the South of Tioga Development. The monument will bear the City's logo and will be located within the existing signage easement at the southwest corner of the Tioga Avenue at California Avenue intersection.

After further discussion and review, staff is recommending a change in the monument dimensions to better reflect the City Council's direction and the character and essence of Sand City. This change requires an amendment to the contract with the construction company building it. The amendment reflects a large increase in the contract amount mainly due to the fact that the revised design is for a much larger monument. The revised monument design also has required additional engineering, changes in electrical illumination, surveying, site distance evaluation, and considerably more concrete material. The new design is a curved monument which is 16' wide that tapers in height from 3' at each edge to 7' at the center where the City's logo will be embedded. The revised design more closely resembles the existing monuments at city hall and on Contra Costa Street and California Avenue. The revised monument design will significantly enhance the entrance into the City.

CSI and their subconsultants will provide electrical and lighting design to illuminate the monument, surveying work, and perform a sight distance analysis at the corner of Tioga Avenue and California Avenue. Construction of the new monument is anticipated to occur before the end of December 2025 and prior to the opening of the Marriott Hotel.

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

FISCAL IMPACT:

The City Council approved $30,292.71 for the construction of the monument in the FY 2023-2024 budget, which will be carried forward during the mid-year budget adjustment. The current original value of the contract with CSI Construction was $18,450.36. This amendment increases the total to $49,043.81. The additional $18,751.10 will need to be included in a mid year budget amendment.

RECOMMENDATION:

Approve the attached resolution of the City of Sand City authorizing the City Manager to execute the first amendment to the Public Works Contract with CSI Construction Company for the construction of a concrete monument sign within the existing signage easement at the southwest corner of the Tioga Avenue at California Avenue intersection.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A (Amendment #1)
3. Contract with CSI Construction Company

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A FIRST AMENDMENT TO PUBLIC WORKS CONTRACT WITH CSI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE CONCRETE MONUMENT SIGN AT SOUTH OF TIOGA HOTEL PROJECT

WHEREAS, on April 10, 2025, the City entered into a contract with CSI Construction Company for the construction of a concrete monument sign to be located within the City's signage easement at the southwest corner of the Tioga Avenue at California Avenue intersection, and

WHEREAS, a change in the monument dimensions is recommended in order to better reflect the character and essence of Sand City, and

WHEREAS, the amendment reflects a large increase in the contract amount mainly due to the revised design is for a much larger monument, requiring additional engineering, changes in electrical illumination, surveying, site distance evaluation, and considerably more concrete material, and

WHEREAS, CSI and their subconsultants will provide electrical and lighting design to illuminate the monument, surveying work, and perform a sight distance analysis at the corner of Tioga Avenue and California Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve the First Amendment 1 to the public works contract with CSI Construction Company for the construction of the concrete monument sign at South of Tioga hotel project in an amount not to exceed $49,043.81

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

RESOLUTION EXHIBIT A
Resolution SC 25-__ 2025

FIRST AMENDMENT TO PUBLIC WORKS CONTRACT WITH CSI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE CONCRETE MONUMENT SIGN AT SOUTH OF TIOGA HOTEL PROJECT

THIS FIRST AMENDMENT TO PUBLIC WORKS CONTRACT (this "**Amendment**"), dated September 16, 2025, amending that certain Public Works Contract ("Contract") entered into on March 4th, 2025 by and between the City of Sand City, a California municipal corporation (the "**City**") and CSI Construction Company ("**Contractor**"). The City and the Contractor are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

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

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

1. **SCOPE OF WORK**. "Scope of Work" is revised in its entirety as follows:

Contractor shall provide the following services and/or materials ("the Work"): Construction of Concrete monument sign. Or, as more particularly described in the Scope of Work attached hereto and incorporated herein as Exhibit A. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail. The Work shall commence after the approval of this agreement and shall be completed to the satisfaction of the City by December 31, 2025, unless such date is extended or otherwise modified by the City in writing.

2. **PAYMENT**. "Payment" is revised in its entirety as follows:

City shall pay Contractor an amount not to exceed of $53 948.19, which includes a 10% contingency in the amount of $4,904.38, for full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as described in the Proposal, attached hereto and incorporated herein as Exhibit A. The amount stated above is the entire compensation payable to Contractor for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Contractor.

Section 2. Effect

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

Section 3. General Provisions.

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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

CITY
City of Sand City

By: _____
Vibeke Norgaard
City Manager

CONSULTANT
CSI Construction Company

By:_____
Kayne Mellor

EXHIBIT A

PROPOSAL

CSI CONSTRUCTION
General Contracting • CM • Design-Build

CSI Construction Company
500 Broadway
Sacramento, CA 95818

DATE: 9/12/2025
PROPOSAL #: 1r1

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

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

P.O. #	Sales Rep. Name	Ship Date	Ship Via	Terms	Due Date
4027	Kayne Mellor	N/A	N/A		10/12/2025

PH	Description	Qty	Unit Price	Line Total
Engineering	Concrete Monument Sign for City of Sand City	1	LS	$ 1,857.25
Signage	- Includes engineered drawings, signage with standoff letters, survey staking, sight distance assessment, excavation, footings, backfill, concrete, formliner, light fixtures, and electrical conduit with wiring back to 800 Morgan's Way Laundry Room Panel. Refer to the attached documents.	1	LS	$ 7,644.98
Surveying**		1	LS	$ 1,500.00
Sight Assessment		1	LS	$ 550.00
Concrete		1	LS	$ 29,500.00
Electrical	****Surveying cost is a plug number only. Actual cost and supporting backup to be presented after receipt of proposal and contract sum to be adjusted accordingly.**	1	LS	$ 3,533.05

SUBCONTRACT SUBTOTAL	$ 44,585.28
CSI MARKUP	$ 4,458.53
TOTAL	$ 49,043.81
TOTAL DUE	$ 49,043.81

THANK YOU FOR YOUR BUSINESS!

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

License #: 965016
www.MontereySigns.com

Quote 587145

Engineering for City of Sand City Monument Sign

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

QUOTE DATE
06/23/2025

QUOTE EXPIRY DATE
07/23/2025

TERMS
Net 30

REQUESTED BY
CSI Construction Company

CONTACT INFO
Kayne Mellor
kmellor@csigc.com
(925) 437-8749

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Engineering Services** Cost for Structural Engineering calculations to build a single-sided concrete monument sign.	1	Each	$1,700.00	$1,700.00	Y

Monterey Signs and Santa Cruz Signs Terms and Conditions

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

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

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

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

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

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

Subtotal:	**$1,700.00**
Sales Tax (9.25%):	**$157.25**
Total:	**$1,857.25**

Downpayment (50.0 %)	**$928.62**

SIGNATURE: **DATE:**

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

License #: 965016
www.MontereySigns.com

MONTEREY SIGNS

Quote 587653

Logo and Lettering for City of Sand City Monument Sign

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

QUOTE DATE
09/04/2025

QUOTE EXPIRY DATE
10/04/2025

TERMS
Net 30

REQUESTED BY
CSI Construction Company

CONTACT INFO
Kayne Mellor
kmellor@csigc.com
(925) 437-8749

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Graphic Design Services** This is our hourly rate for graphic design and art setup. This can include file preparation, logo re-creation, drawings needed for sign permits, and project management.	3	Each	$125.00	$375.00	Y
2	**Custom Dimensional Lettering- Flat Cut Metal** Solid anodized aluminum lettering and emblem. Text to say, "Welcome to" and "Sand City" with circular city emblem. Lettering to attach to concrete monument structure via blind-stud-mount (no exposed fasteners).	1	Each	$5,895.00	$5,895.00	Y
3	**Installation** Installation of all signage on this estimate. This is labor only.	1	Each	$795.00	$795.00	N

Monterey Signs and Santa Cruz Signs Terms and Conditions

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

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

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

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

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

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

Subtotal:	**$7,065.00**
Sales Tax (9.25%):	**$579.98**
Total:	**$7,644.98**

Downpayment (50.0 %)	**$3,822.49**

SIGNATURE: **DATE:**

EKN ENGINEERING

ENGINEERING EXCELLENCE.
POWERING GROWTH.
FUELING PROGRESS.

September 04, 2025

City of Sand City
C/O Leon Gomez, PE, QSD
Sr. Project Manager, Engineering Services
Harris & Associates
60 West Alisal Street, Suite 200
Salinas, CA 93901
Phone: (831) 789-8670

Sent Via:
Email: Leon Gomez (Leon.Gomez@weareharris.com)

Subject: **Proposal for Civil Engineering Services for the Sand City Sight Distance Assessment Project, Located at Southwest Corner of Tioga Avenue & California Avenue in the City of Sand City, County of Monterey, California 93955**

Dear Mr. Gomez,

EKN Engineering is pleased to submit the enclosed proposal to provide civil engineering services for the above-referenced project. The proposal is based on the Google Map, showing the location of work (see Exhibit "A").

EKN Engineering is prepared to begin work immediately upon receipt of your written authorization and the necessary project documents. Thank you for the opportunity to provide our professional services for the Sand City Sight Distance Assessment project. We look forward to working with you.

Thank you,

Derek H. Karimoto, PE, QSD
Director of Engineering
EKN Engineering

EKN ENGINEERING

AGREEMENT BETWEEN CLIENT AND CONSULTANT
AGREEMENT ENTERED INTO AT: State of California, County of Orange

Date: 2025-09-04, by and between

Client	Consultant
Harris & Associates	**EKN Engineering**
60 West Alisal Street, Suite 200	17780 Fitch, Suite 100
Salinas, CA 93901	Irvine, CA 92614

CLIENT AND CONSULTANT AGREE AS FOLLOWS

Client intends to contract for civil engineering services for the project located at southwest corner of Tioga Avenue and California Avenue, in the City of Sand City, California, hereafter called "Project". This agreement assumes that EKN Engineering. will receive all information necessary to perform the tasks listed in the Scope of Services outlined herein.

CONSULTANT AGREES TO PERFORM THE FOLLOWING SCOPE OF SERVICES

OFF-SITE CIVIL DESIGN ENGINEERING SERVICES

1. Corner Sight Distance Assessment

- Consultant shall provide corner sight distance assessment for the proposed City monument sign at the southwest corner of the intersection (Tioga Avenue & California Avenue).
- Consultant shall provide an exhibit illustrating the sight distance evaluation and demonstrating that the proposed monument is located outside of sight distance triangle. The exhibit shall be signed and stamped by a registered Civil Engineer.

REIMBURSABLE EXPENSES (ESTIMATED)

2. Reimbursable Expenses

- Reimbursable items such as, but not limited to, plan check fees, permits, title company fees, delivery charges, blueprinting, computer plotting, maps, aerial photographs, reprographics, shall be billed to Client at Consultant's direct cost plus 15%. Mileage will be billed at $0.70 per mile. The fee represented herein is an estimate and shall be subject to renegotiation upon changes in the scope of work to be provided.

SCHEDULE OF FEES

OFF-SITE CIVIL DESIGN ENGINEERING SERVICES

1. Corner Sight Distance Assessment $500.00

Off-Site Civil Design Engineering Services Subtotal $500.00

TOTAL FIXED FEES $500.00

REIMBURSABLE EXPENSES (ESTIMATED)

2. Reimbursable Expenses $50.00

Reimbursable Expenses Subtotal $50.00

PROJECT EXCLUSIONS

Additional services beyond the scope outlined herein shall be provided as extra service authorizations in accordance with the Standard Rate Charge Schedule. The following is a partial list of the exclusions applicable to the included Scope of Services:

- 500-foot Radius/Notification Map
- Acquisition of off-site easements
- Aerial Mapping
- ALTA/NSPS Land Title Survey
- Analysis of water and sewer systems serving areas adjacent to the proposed Project, i.e., the preparation of regional or sub-regional analysis is not included
- Architectural building and elevation services
- Cal-Trans Plans, Department of Transportation Plans, Submittals, or Coordination
- Channel Design
- Client requested, or design driven changes
- Condominium Map
- Construction Observation/Field Meetings/Staking/Administration
- Demolition Plan
- Dry Utilities Coordination
- Dry Utility Designs (power, gas, telephone, and cable)
- EIR applications
- Engineer's Letters of Acceptance
- Environmental Studies
- Any services related to Environmental Hazardous Remediation
- Erosion Control Plan
- FEMA submittals and/or coordination
- Fire Access, Signage, and Fire Hydrant Location Plans
- Geotechnical/Soils consulting, pavement sections designs, and sub-drainage systems
- Geotechnical Testing of AC and AB Compaction Certifications
- Horizontal Control, Striping and Signage Plans
- Hydraulic Flow Tests and calculations will be performed by others if required
- Hydrology and Hydraulic Report, other than specifically identified herein
- Landscape Plans and Irrigation Plans
- Legal Descriptions and Exhibits, other than specifically identified herein
- Letter of Utility Availability
- Lot line adjustments, Parcel Maps
- On/Off-Site As-built Drawings
- On-Site Lighting Plans other than specifically identified herein
- Off-Site design drawings, other than specifically identified herein
- Off-Site Street Improvements, other than specifically identified herein
- Optional survey items based upon ALTA/ASTM Table A not specifically identified herein
- Plan Processing
- Planning exhibits, land use applications, and/or overlays
- Potholing
- Precise Grading, Paving, and Drainage Plans, other than specifically identified herein
- Prevailing Wage Project
- Response/Review of RFIs
- Revisions to plans under design due to a change in information or design requirements provided Consultant by others (Client, Client's other Consultants, regulatory agencies' policy changes in standards)
- Sanitary Sewer Improvement Plan, other than specifically identified herein
- Site Visit/Fieldwork, Project Research and Coordination

- Storm Water Pollution Prevention Plan (SWPPP)
- Structural calculations and designs for retaining walls, screen walls, buildings, drainage structures, etc.
- Topographic Design Survey
- Traffic Impact Study/Traffic Signal Modification/Design Plans
- Underground Fire Services Plan, other than specifically identified herein
- Utility Easements, other than specifically identified herein
- Vacations or dedications, except as specifically identified
- Water Improvement Plans, other than specifically identified herein
- Water Quality Reports, other than specifically identified herein
- Water System Hydraulic Network Analysis

CLIENT AGREES TO COMPENSATE CONSULTANT AS FOLLOWS:

Upon receipt of Client's authorization, Consultant will carry through completion Item 1 outlined herein and will bill client monthly based on a percentage of completion, based on the lump sum fee. Invoices for services are payable upon receipt.

Additional services beyond the scope outlined herein shall be provided as extra service authorizations in accordance with the Standard Rate Charge Schedule.

Reimbursable items such as, but not limited to; plan check fees, permits, title company fees, delivery charges, blueprinting, computer plotting, maps, aerial photographs, and reprographics, shall be billed to Client at Consultant's direct cost plus 15%.

The fees contained in this proposal are valid for a period of twelve months. If the services in this contract have not been completed within one (1) year, the fee amounts outlined herein shall be subject to renegotiation.

Client agrees that the periodic billings from EKN Engineering, Inc. are correct, conclusive, and binding on Client unless Client, with seven (7) days from the date of receipt of such billing, notifies EKN Engineering in writing of alleged inaccuracies, discrepancies or any other miscellaneous concerns with an invoice being presented for payment. Upon notification from Client, EKN Engineering will respond to Client regarding invoice discrepancies within three (3) days of notification. EKN Engineering will take appropriate action to meet Client's acceptance of an invoice in question. Upon acceptance, all invoices over sixty (60) days are subject to affect services rendered pending payment.

Consultant may exercise the right to increase the hourly rates once a year with a 30-day notice.

EKN ENGINEERING

STANDARD CHARGE RATE SCHEDULE

The standard Unit Price Hourly Rates as of Jan. 1, 2024, are set forth below for the labor classifications indicated.

Staff Classification	Hourly
Engineering and Planning	
Principal	$450
Director of Engineering	$310
Director of Planning	$310
Project Manager III	$245
Project Manager II	$220
Project Manager I	$200
Project Engineer II	$220
Project Engineer I	$205
Associate Engineer II	$200
Associate Engineer I	$195
Designer III	$200
Designer II	$190
Designer I	$175
Land Surveying	
Director of Surveying	$250
Survey Project Manager	$235
Field Survey Coordinator	$145
Project Surveyor	$135
Survey Technician	$120
Survey Crew	$220
Administrative	
Expert Witness Consultation and Testimony	$475
Subject Matter Expert	$300
Administrative Staff	$90

Additional provisions

Overtime (hours worked in excess of eight hours per day) by exempt personnel will be charged at the above straight-time hourly rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates. All overtime work shall be authorized in writing by the Client. There will be a 15% mark-up on all sub-consultants. The "per annum" increase will be 5% per year beginning one (1) year following the execution of the agreement.

Expenses	
Telephone, printing, travel, delivery, and reproduction	Direct Cost + 15%
Mileage	$0.70/mile

EKN ENGINEERING

CLIENT RESPONSIBILITIES

In the preparation of this scope of services it has been assumed that Client will supply to Consultant the following:

- Agency processing and permit fees

IN WITNESS WHEREOF, the parties hereby execute this Agreement, in accordance with the terms and conditions stated herein

CONSULTANT:	**CLIENT:**
EKN Engineering	**Harris & Associates**
By: _____	By: _____
Name: Derek H. Karimoto	Name: _____
Title: Director of Engineering	Title: _____
Date: _____	Date: _____

EKN ENGINEERING

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be a part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
2. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All plans, drawings, specifications, models and other materials prepared or furnished pursuant to this agreement, shall, upon receipt of payment due in full, become the property of Client for use solely in connection with this Project. Reproducible copies of all plans, drawings and specifications and all other such materials shall, to the extent not previously delivered, be promptly delivered to Client as a condition precedent to Consultant's final payment. All plans, drawings, specifications and other such materials may be used by Client, in whole or in part, or in modified form, for the completion of development, construction, marketing, maintenance, repair, use and occupancy of the Project. If Client modifies, or permits such modifications by others, the plans, drawings, specifications, or other such materials, or uses the plans, drawings, or specifications on other projects, or other than in connection with the rights set forth in this agreement, without Consultant's prior written consent, Client shall, to the extent permitted by law, indemnify, defend and hold harmless the Consultant against liability for claims arising out of such modification or other use of the plans, drawings, or specifications.
9. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
10. Consultant makes no representations concerning soil conditions, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing, or anything generally included in a geotechnical engineer's scope of services.
11. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy or facsimile transmission of the original.
12. Notwithstanding any other provisions of this agreement, Client and Consultant may:
    - 12(a) Terminate this agreement at any time for any reason whatsoever and without prejudice to any other right or remedy, without cause, upon seven days written notice by Client to Consultant. Upon such termination, anything herein to the contrary notwithstanding, Consultant shall be entitled to receive an amount commensurate with the services performed by Consultant together with Reimbursable Expenses incurred and authorized Additional Services performed prior to termination.
    - 12(b) In case of termination of this agreement, Consultant shall also be entitled to receive, within sixty days after the date of termination, compensation then due it for Additional Services and Reimbursable Expenses and amounts based on special Consultant fees then due.
    - 12(c) Payment by Client to Consultant of any monies pursuant to Paragraph a shall not bar Client from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform its services in accordance with this agreement.
13. If the scope of services to be provided by Consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this agreement for such services as extra work in accordance with the provisions herein.

14. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order of judgment issued by the Bankruptcy Court.
15. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which the Consultant may have for the performance of services pursuant to this agreement.
16. Client may, at any time or from time to time and for any reason, direct Consultant to suspend, stop or interrupt the Work or any portion thereof for a period of time. Such direction shall be in writing and shall specify the period during which the Work is to be stopped. Consultant shall resume the Work upon the date specified in such direction or upon such other date as Client may thereafter specify in writing. Said suspension, stoppage or interruption shall be recognized as an unavoidable delay, entitling Consultant to an extension of time, unless such suspension, stoppage or interruption results from the negligent acts or omissions of Consultant or its Consultants. If payment of the Consultant's invoices is not maintained on a forty-five (45) calendar day current basis by the Client, the Consultant may by fourteen (14) calendar day written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at the Consultant's option make this agreement subject to renegotiation or termination, as provided for elsewhere in this agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant.
17. In event of any dispute between Client and Consultant as to the percentage of work completed or the absence of supporting documentation, Client shall only be obligated to pay the amount not in dispute and the remainder promptly upon final resolution of the dispute.
18. All fees and other charges will be billed every four weeks and shall be due at the time of billing. Bills paid after thirty (30) days will be delinquent and Client agrees to pay a monthly late payment charge on the unpaid balance of one and one-half percent (1.5%) per month. A notice of lien may be filed at the Consultant's option. Client agrees to pay for services completed regardless of the outcome of any escrow, loan or other transaction.
19. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, the additional office or field services thereby required shall be paid for by Client as extra services.
20. In the event Consultant's fee schedule changes, due to any increase in costs such as granting of wage increases and/or other employee benefits to field or office employees due to terms of any labor agreement, or rise in the cost of living, a percentage increase shall be applied to all remaining compensation.
21. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.
22. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field conditions. If the scope of services pursuant to this agreement does not include construction staking services by Consultant for this project, or if subsequent to this agreement Client retains other persons or entities to provide such staking services, Client acknowledges that such staking services will be performed by others and Client agrees to release Consultant from all liability arising from or resulting from the performance of such staking services by other persons or entities except to the extent such claims are caused by the errors or omissions of Consultant; and from any and all claims arising from or resulting from clarification, adjustments, modifications or other changes which may be necessary to reflect field or other conditions except to the extent such claims are caused by the errors or omissions of Consultant.
23. Client shall pay the costs of plan checking and inspection fees, zoning and annexation fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish reasonably timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond the Consultant's reasonable control occur, Client agrees that Consultant is not responsible in damages, nor shall Consultant be deemed to be in default of this agreement.
25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The Client agrees that it is the responsibility of the Client to maintain in good standing all governmental approvals and permits and to apply for any extensions thereof.

26. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
27. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the project is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
28. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the Client to verify costs.
29. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
30. Services performed by the Consultant under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.
31. Estimates of land areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
32. In the event the Client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by Consultant pursuant to this agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes.
33. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to release Consultant from all liability, real or alleged, in connection with the performance of services on this project, except liability arising from the errors or omissions of Consultant. Neither the professional activities of the Consultant, nor the presence of the Consultant or his employees and subcontractors, shall be construed to imply the Consultant has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site.
34. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other condition so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
35. Client agrees to limit the liability of Consultant, its principals and employees, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of $100,000 or Consultants fee, whichever is greater.
36. The following insurance coverage shall form part of this agreement and shall be maintained by the Consultant at Consultant's own cost and expense.
    - 36(a) Consultant shall maintain an Architects and Engineers Professional Liability Policy and provide a certificate of Insurance evidencing such coverage, having limits of one million ($1,000,000) dollars available for each claim and in the annual aggregate. These insurance coverages shall be effective from and after the commencement date of services rendered by Consultant. This coverage is to be maintained for a period of one (1) year after the completion of the scope of services by Consultant. Such certificate shall provide that, in the event of cancellation or a non-renewal in coverage, thirty (30) days prior written notice shall be given to Client, except for non-payment which shall be ten (10) days written notice.
    - 36(b) In addition to the insurance requirements provided in the above, Consultant shall maintain: (a) Comprehensive General Liability Insurance with a minimum limit of no less than $1,000,000 Combined Single Limit per occurrence and in the aggregate. Coverage must be written on an occurrence basis and may contain a deductible which shall not exceed $20,000. (b) Consultant's Automobile Liability Insurance will cover all owned, non-owned and hired motor vehicles with a minimum limit of no less than $1,000,000 per occurrence. The minimum limits of insurance required on (a) and (b) above may be attained through combination of Primary Liability and Umbrella Liability Policies. (c) Worker's Compensation (including Employer's Liability Insurance) and Disability Benefits Insurance with limits as required by law. (d) Employer's Liability Insurance with minimum coverage of $1,000,000.

36(c) All insurance policies shall be procured by Consultant in forms and by insurance carries licensed by the State of California with a minimum Best's rating of "A" or better or with carriers that are acceptable at the reasonable discretion of Client. Certificates of Insurance will be given to the Client within thirty (30) days after execution of this Agreement, or prior to the commencement of work, whichever shall occur first and shall provide that in event of cancellation, non-renewal or material change, Client shall receive thirty (30) days prior written notice of said cancellation, non-renewal or material, except cancellation due to non-payment which shall be ten (10) days written notice. In the event the Consultant fails to maintain the coverage or limits as required herein, the Client may affect such insurance as an agent of Consultant. Any premiums paid, therefore, by Client to affect such coverage shall be payable by Consultant or offset by or against the fees herein provided or payable to Consultant.

36(d) Notwithstanding any other provision of this agreement and except for provisions of (b), if a dispute arises regarding Consultant's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between Client and Consultant, both Client and Consultant agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

36(e) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

37. Consultant hereby states and Client hereby acknowledges that Consultant has no professional liability insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and or any other hazardous material.
38. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on or adjacent to the job site, Consultant may at its option, terminate or suspend work on the project until such time as Client retains a specialist to abate and/or remove the asbestos or hazardous materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

Google Maps Tioga Ave & California Ave, Sand City, CA 93955



Exhibit A

A&H CONCRETE SERVICES, INC

232 N Lincoln Way Suite 40, Galt, CA 95632
(916)687-4925
CA License#:1025173

Proposal

Date: September 12, 2025
To: CSI Construction
Project: Sand City-Monument Sign

Proposal to Include:

-Construct Monument sign Waal & Footing per plans attached in email dated 9/11/25. **$29,500.00**

Proposal to Exclude:

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

Project Term's & Conditions:

1. This proposal is good for a period of thirty (30) days only. No price guarantee shall exist beyond the thirty (30) day period.

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

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

We hereby propose to furnish material & labor to complete said project in accordance with the above specifications, for the sum of: $ ( )

Submitted By: ____Benny Estrada_____ Date: _____

Accepted By: _____ Date: _____

GC ELECTRIC INC
Electrical Contracting - Design Build

REQUEST FOR CHANGE

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

Client Address:

CSI Construction Company
Contact: Kayne Mellor
500 Broadway
Sacramento, CA 95624

Work Description

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

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

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

Itemized Breakdown

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

Summary

MATERIAL

ORIGINAL

REQUEST FOR CHANGE

Client Address:

CSI Construction Company
500 Broadway
Sacramento, CA 95624

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

Summary (Cont'd)

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

Final Amount **$3,533.05**

CONTRACTOR CERTIFICATION

Signature: _____

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

CLIENT ACCEPTANCE

RFC # 32
Final Amount: $3,533.05

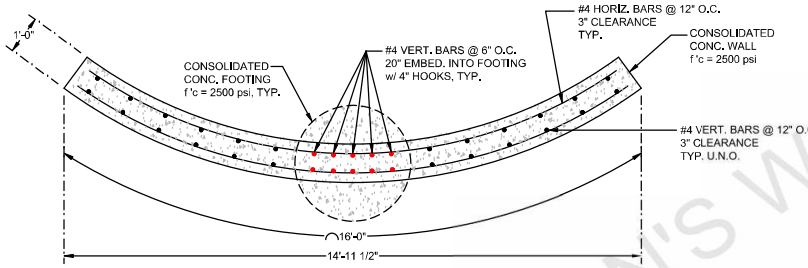
Name: _____

Date: _____

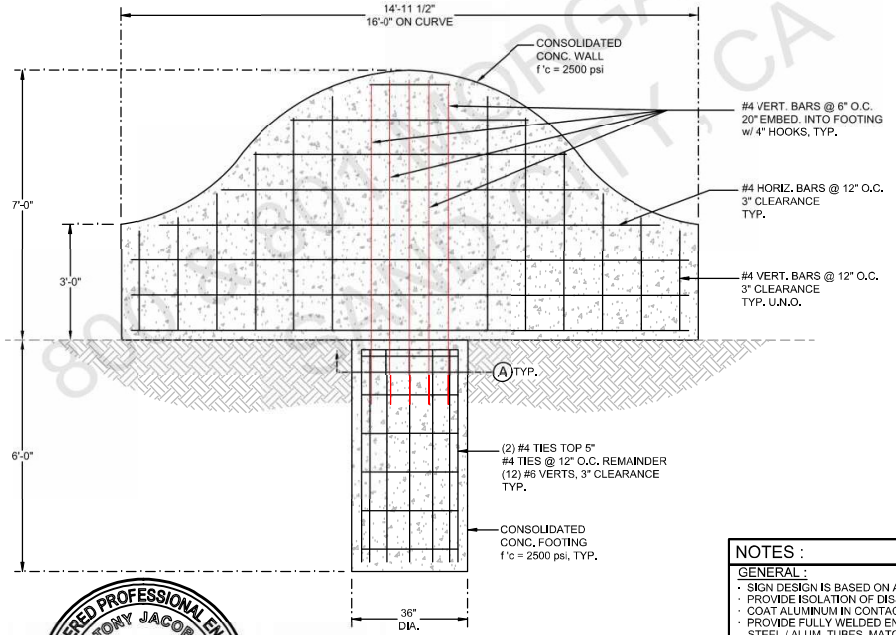
Signature: _____

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

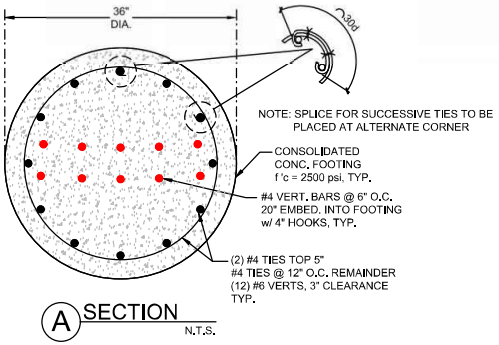
ORIGINAL



PLAN VIEW
N.T.S.



ELEVATION
N.T.S.



A SECTION
N.T.S.

ASCE 7-16 CHAPTER 11, 15 SEISMIC DESIGN CRITERIA

Latitude (degrees) :			36.613538		
Longitude (degrees) :			-121.8502		
Response Spectral Acc. (0.2 sec) S_s =			135.80%g	= 1.358g	
Response Spectral Acc.(1.0 sec) S_1 =			50.00%g	= 0.590g	
Soil Site Class		D			
Site Coefficient F_a =		1.200			
Site Coefficient F_v =		1.800			
Max Considered Earthquake Acc. S_{MS} =			$F_a S_s$	= 1.630	
Max Considered Earthquake Acc. S_{M1} =			$F_v S_1$	= 0.990	
@ 5% Damped Design S_{DS} =			2/3(S_{MS})	= 1.086	
S_{D1} =			2/3(S_{M1})	= 0.660	
Risk Category =		II			
Seismic Base Shear					
$V = C_S W$					
Where:					
C_S =	S_{DS} / (R / I) =		0.362		
R = 3					
I_e = 1.00					
h_n = 7.00	FT				
T =	$C_t h_n^{0.75}$ =		0.086		
Max C_S =	S_{D1} / T (R/I) =		2.324		
Min C_S =	0.044 S_{DS} I =		0.048		
Min C_S =			0.01		
Also, Min C_S = 0.5S1/(R/I) Where S_1 >= 0.60g		= Ok,S1<0.60g			
V =	0.36 W				
W =	11.60	KIPS			
V =	4.201	KIPS			
Seismic Load, E = V =			4.20	KIPS	
Moment Arm =			2.83	FT	
ASD Factored Seismic Load, 0.7 E =			2.94	KIPS	
M =			8.33	K-FT	Governs

Sign Design Based On 2022 CBC

Job #	JTS_143525_R			
Project	Sand City - Monument			
Job Location	800 & 801 Morgan's Way			
	Sand City, CA			
INPUT DATA				
Exposure category (B, C or D)		=	C	
Risk Category		=	II	
Ultimate Design Windspeed	V_{ULT}	=	95	MPH
Topographic factor	K_{zt}	=	1	Flat
Height of the sign	h	=	7.00	FT
Average Vertical dimension (for wall, s = h)	s	=	5.00	FT
Horizontal dimension	B	=	18.00	FT
Dimension of return corner	L_r	=	1.00	FT
ANALYSIS				
Velocity pressure				
$q_z = 0.00256\ K_z K_{zt} K_d V^2 K_e$		=	16.69	PSF
where:				
q_z = velocity pressure at height h. (Eq. 26.10-1 page. 268)				
K_z = velocity pressure exposure coefficient		=	0.85	
evaluated at height above gRnd. level, h (Tab. 26.10-1, page 268)				
K_d = wind directionality factor.(Tab. 26.6-1, page 266)		=	0.85	
K_e = ground elevation factor, see (Tab. 26.9-1, page 268)		=	1.00	
Wind Force Case A: resultant force through geometric center				
Max horizontal wind pressure =	$p = q_z G C_f$ =	=	22.6	PSF
where: G = gust effect factor. (Sec. 26.11-1, page 269).		=	0.85	
C_f = net force coefficient. (Fig. 29.3-1, page 323)			1.59	
A_f = B s = the gross area		=	80.00	FT^2
Estimated sign cabinet weight		=	11600	LBS.
DESIGN SUMMARY				
Allowable Stress Design Wind Factor =			0.60	
Design Wind Pressure =		0.6 x p =	13.54	PSF
Design Windforce, F =		13.54 x As =	1.08	KIPS
Moment Arm =			2.83	FT
WL Design Moment =		F x Moment Arm =	3.07	KIP-FT
ASD Factored Seismic Load, 0.7 E =			2.94	KIPS
Seismic Load M =			8.33	KIP-FT

Footing Design (Nonconstrained)

Diameter =	3.00 FT
Soil Pressure =	150.00 PSF/FT
S_1 =	591.00 PSF
A =	3.88 FT
EMBED. =	5.91 FT

36"	DIA.	DEPTH = 6' - 0"
	(1) Total	

NOTES :

GENERAL :
- SIGN DESIGN IS BASED ON ADEQUATE EXISTING SUPPORT ELEMENTS.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS.
- COAT ALUMINUM IN CONTACT WITH CONCRETE WITH ZINC RICH PAINT.
- PROVIDE FULLY WELDED END CAPS AT EXPOSED OPEN ENDS OF STEEL / ALUM. TUBES, MATCH THICKNESS LIKE FOR LIKE.
- SLOPE TOP OF EXPOSED FOOTING AWAY FROM DIRECT BURIAL POSTS
- ALL EXPOSED STEEL TO BE PRIMED & PAINTED (POWDER COAT AS AN OPTION) OR ALTERNATIVELY USE GALVANIZED STEEL.

STEEL :

DESIGN AND FABRICATION ACCORDING TO 2022 CBC
- PLATE, ANGLE, CHANNEL TEE: ASTM A36
- WIDE FLANGE: ASTM A992
- ROUND PIPE: ASTM A53 GRADE B OR EQUIVALENT.
- HSS ROUND, SQUARE, AND RECTANGULAR TUBE: ASTM A500 GRADE B OR EQUIVALENT.
- STAINLESS STEEL ROUND, SQUARE, AND RECTANGULAR TUBE: ASTM A276 T304 OR EQUIVALENT.
- ALL ANCHORS BOLTS SHALL BE: ASTM F1554 OR ASTM F593 T304 U.N.O.
- ALL STEEL MACHINED BOLTS SHALL BE: ASTM A307, A325 OR A449 U.N.O.
- ALL STAINLESS STEEL MACHINED BOLTS SHALL BE: ASTM F593 T304 U.N.O.
- ALL BOLTS TO BE ZINC COATED: ASTM B633
- DEFORMED REINFORCING REBAR: ASTM A615 GRADE 60.

STEEL

DESIGN AND FABRICATION ACCORDING TO AWS D1.1. / D1.3 & D1.6
- AWS CERTIFICATION REQUIRED FOR ALL STRUCTURAL WELDERS.

ALUMINUM :

DESIGN AND FABRICATION ACCORDING TO 2020 ALUM. DESIGN MANUAL

PLATES, ANGLES, CHANNELS, TEE, AND SQUARE TUBING: ALUMINUM
- ALLOY 6061 - T6 WITH 0.098 LBS PER CUBIC INCH.

ALUMINUM

DESIGN AND FABRICATION ACCORDING TO AWS D1.2. ALL WELDING IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS A.5.10. FILLER ALLOYS PER TABLES M.9.1 & M.9.2 OF 2020 ALUMINUM DESIGN MANUAL.

WELDING :
- WELD SIZE (LEG LENGTH) SHALL BE EQUAL TO THE THICKNESS OF THE THINNEST MEMBER AT THE JOINT, UNLESS NOTED OTHERWISE.
- E70 XX ELECTRODE FOR SMAW PROCESS.
- E70S XX ELECTRODE FOR GMAW PROCESS.
- ER7 XX ELECTRODE FOR GTAW PROCESS.
- E70T XX ELECTRODE FOR FCAW PROCESS.

ALL WELDS SHALL BE MADE WITH A FILLER METAL THAT CAN PRODUCE WELDS THAT HAVE A MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20FT-LB AT ZERO 0° AS DETERMINED BY THE APPROPRIATE AWS A5 CLASSIFICATION TEST METHOD OR MFG'S. CERTIFICATION.

ANCHORS :
- BRAND NAME APPROVED ANCHORS SPECIFIED ON PLANS MAY BE SUBSTITUTED BY APPROVED EQUAL.

CONCRETE :

DESIGN AND CONSTRUCTION ACCORDING TO ACI 318-19
- COMPRESSIVE STRENGTH AT 28 DAYS, f'c= 2500 PSI MINIMUM.
- CEMENT TYPE II OR IV. W/C RATIO 0.45 BY WEIGHT FOR PIER AND CAISSON
- FOOTINGS CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH.
- MAINTAIN A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.

SOIL

LATERAL SOIL BEARING PER IBC CLASS 4 TABLE 1806.2 (150 PSF/FT). MODIFIED PER SECTION 1806.3.4.

REGISTERED PROFESSIONAL ENGINEER
TONY JACOB
C59022
CIVIL
STATE OF CALIFORNIA

DATE SIGNED: 09/03/2025

NOTICE: IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING LICENSED PROFESSIONAL SHALL AFFIX TO THEIR ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

www.yjinc.com
P.O. BOX 802050
SANTA CLARITA, CA. 91380
TEL. (661)259-0700 FAX. (661)259-0900

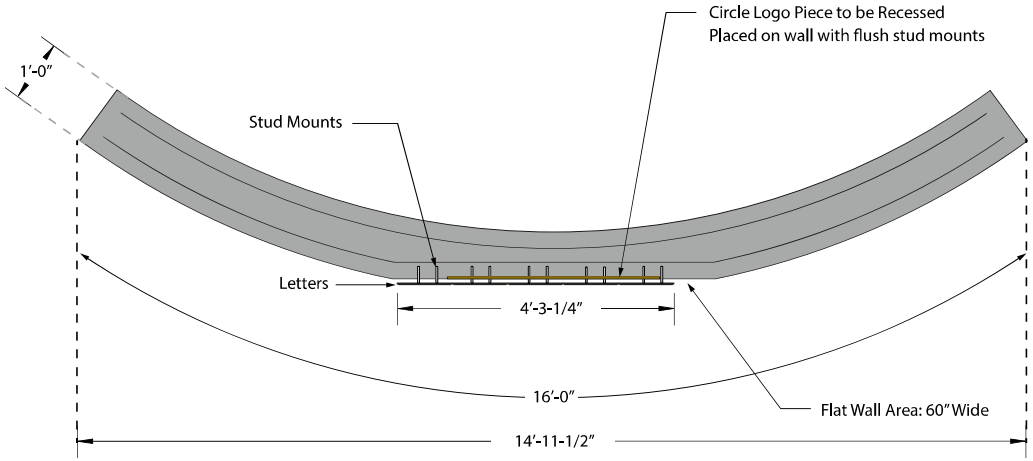
SHEET TITLE:

SAND CITY MONUMENT

DRN BY: K.S.P.	DATE LAST REVISED: Jul 29, 2025	PROJECT JOB # : JTS_ 143525_Sand City_Morgans Way_Sand City, CA.dwg			
CHK BY: T.J.	PROJ. START DATE: Jul 7, 2025	REV. NO.	REV. DATE	REVISED BY	PROJECT LOCATION : SAND CITY 800 & 801 MORGAN'S WAY SAND CITY, CA
REV BY: T.J.	SCALE: AS SHOWN	1	07/29/2025	K.S.P.	
PLOTTED BY: TonyJr	ON 7/29/2025 5:28:51 PM	2	--/--/--	--	

SHEET # 1 OF 1

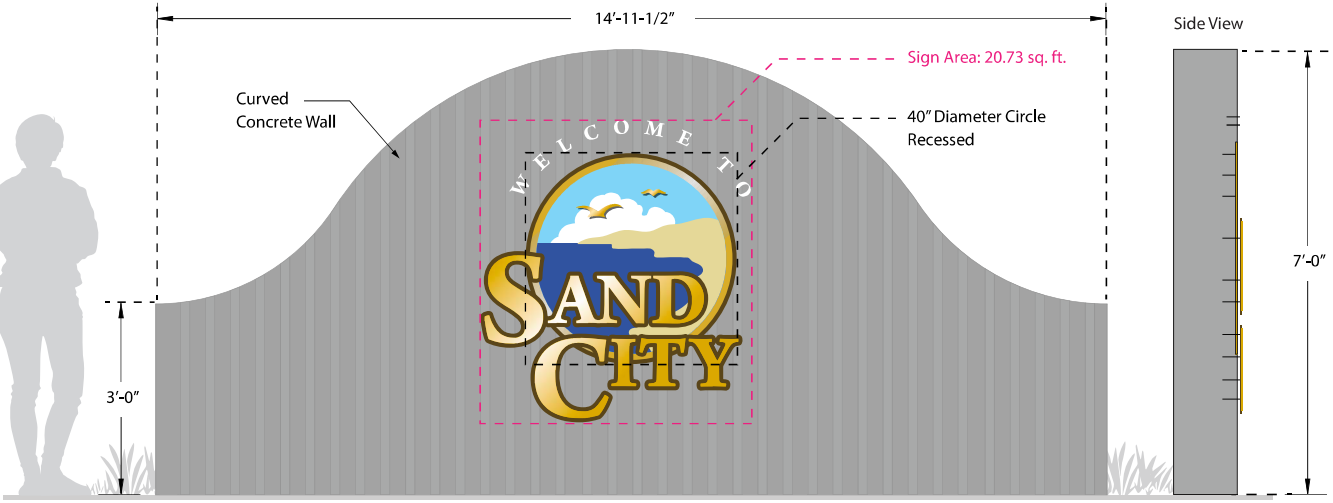
800 & 801 MORGAN'S WAY SAND CITY, CA



Reference Image



*sign will not be recessed into wall due to radius curve



Custom Metal Dimensional Sign

Qty: 1



1/10 SCALE

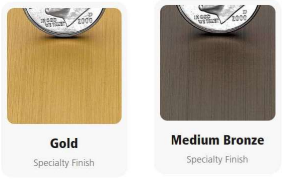
MONTEREY SIGNS
PH: 831.632.0490
855 Broadway Ave.
Seaside, CA 93955

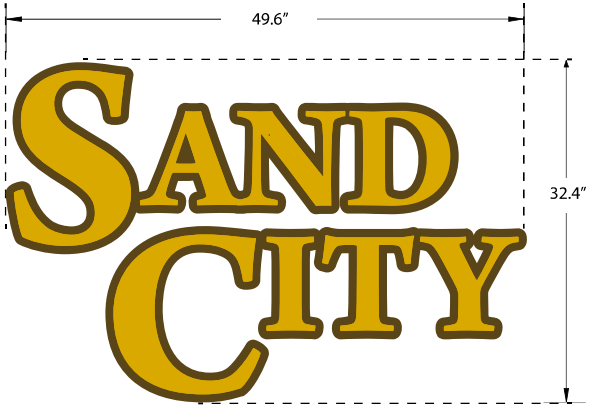
CUSTOMER City of Sand City

DESIGNER Marcos F.

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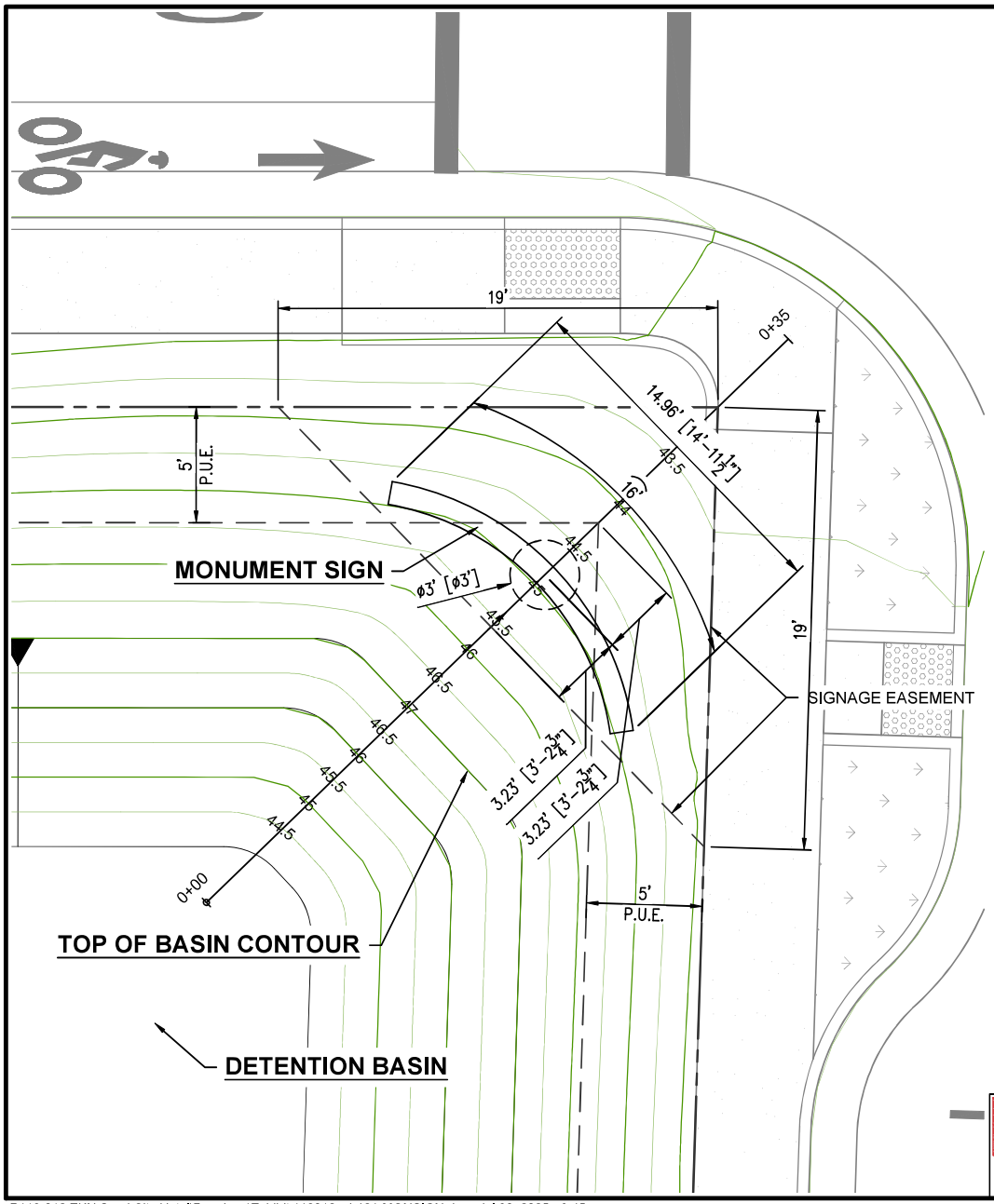
NTS = Not To Scale

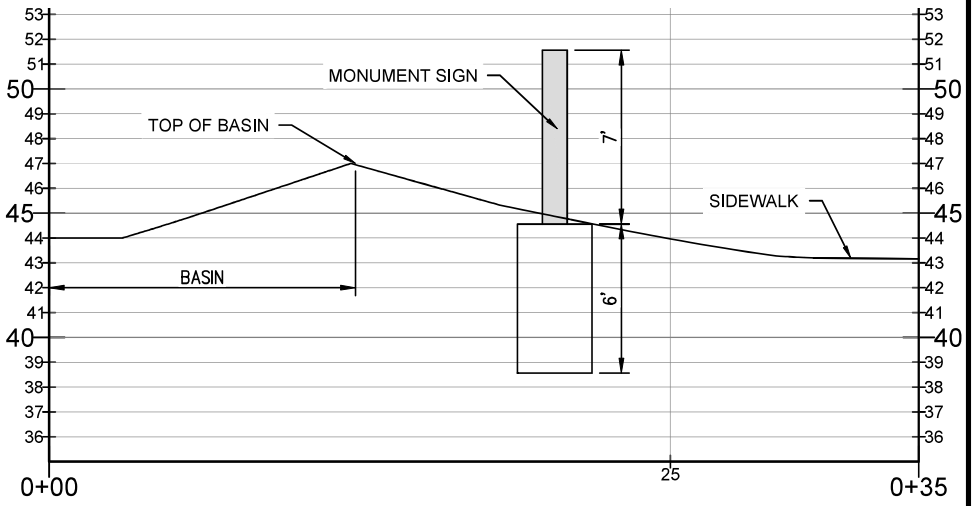
MONTEREY SIGNS
PH: 831.632.0490
855 Broadway Ave.
Seaside, CA 93955

CUSTOMER City of Sand City

DESIGNER Marcos F.

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

CONSULTING ENGINEERS
17780 FITCH, SUITE 100
IRVINE, CA 92614
PHONE: 949.396.1161

SITE:	SAND CITY HOTEL
PROJECT ADDRESS:	800 & 801 MORGAN'S WAY SAND CITY, CA. 93955
TITLE:	MONUMENT SIGN
DRAWN:	S.S.
CHECKED:	D.H.K.
REV:	----
NORTH	SCALE 1" = 5'
PROJECT NO:	18-012
SHEET:	EXH121
DATE:	7/30/2025

P:\18-012 EKN Sand City Hotel\Drawings\Exhibits\18012exh121-MONSIGN.dwg Jul 30, 2025 - 9:45am

0 5'

FITZGERALD FORMLINERS
Forming The Future ™

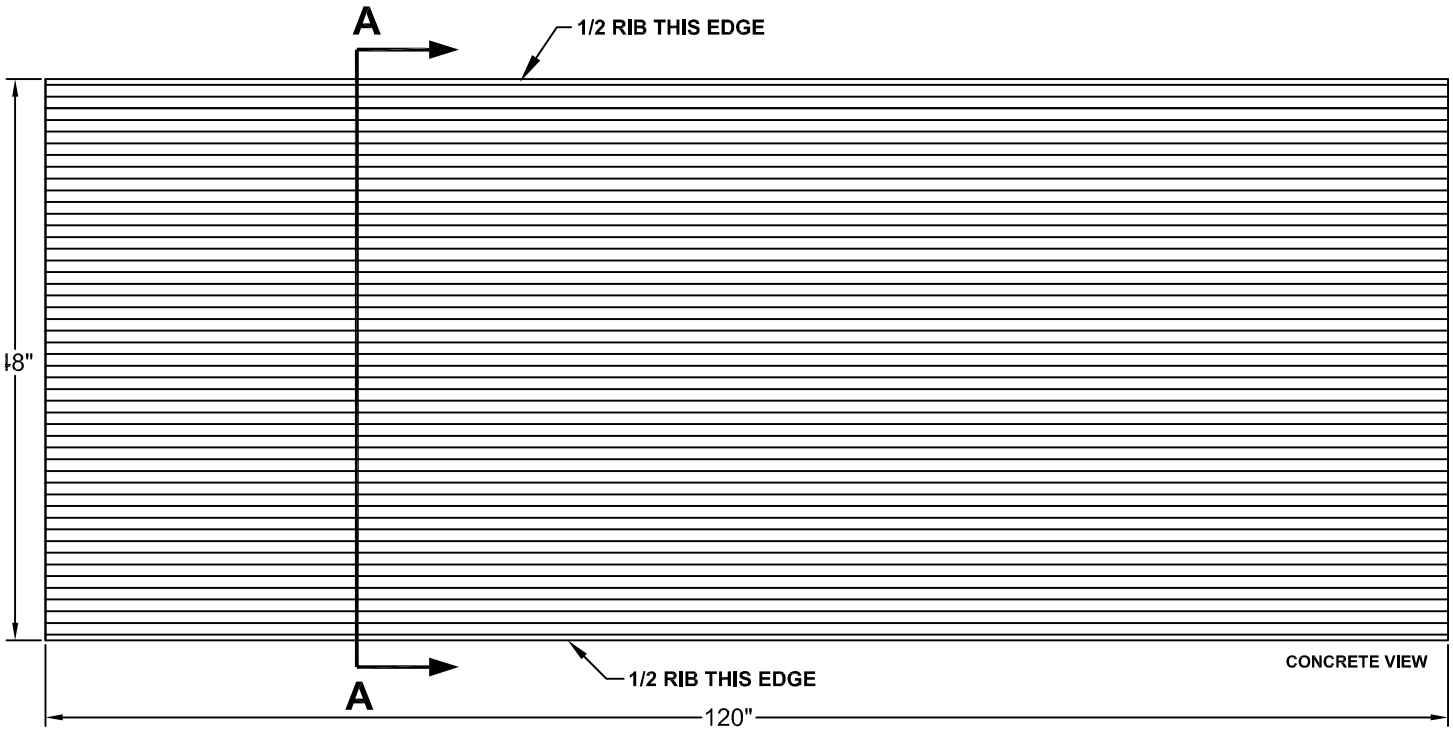
PATTERN 17943
Sine Wave

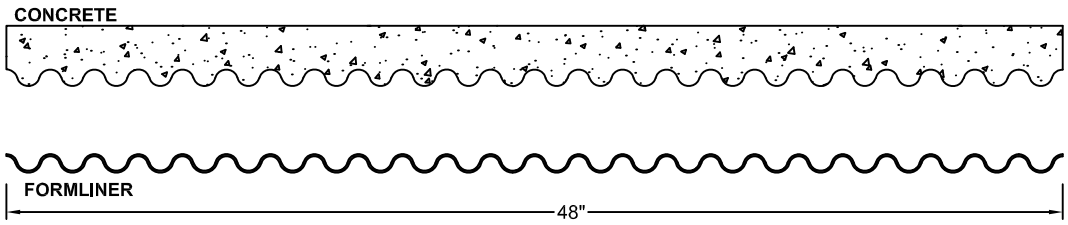
0.75" Deep Sine Wave

Vac-U-Form™
Styrene - Single Use.
ABS Plastic - Up to 15 reuses.

Fluted Rib
Part Size: 48"W x 120"H
Max Depth: 0.75"
On Center: 2.0"
Radius: 0.5"

FORMLINER INCLUDED IN PRICING

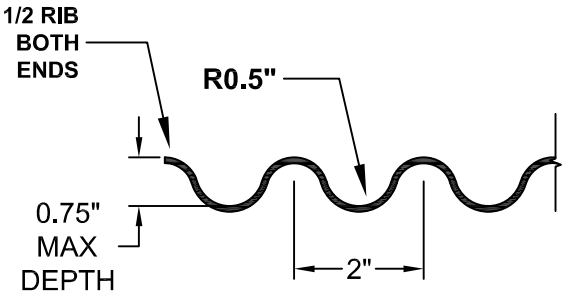




SECTION A-A



FORMLINER CAN BE INSTALLED VERTICALLY TO MATCH OTHER CITY MONUMENT SIGNS



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Pattern can be requested in AutoCad format

FITZGERALD FORMLINERS

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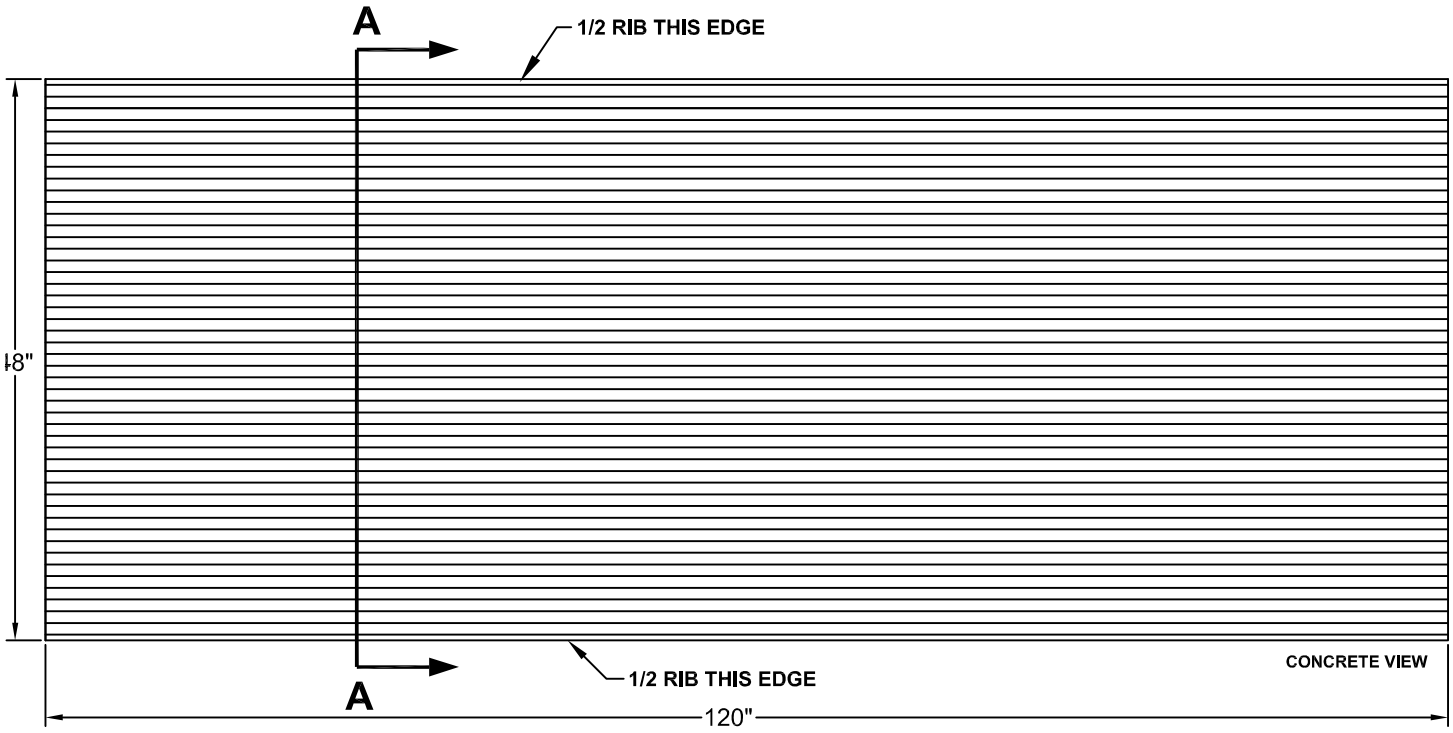
PATTERN 17943
Sine Wave

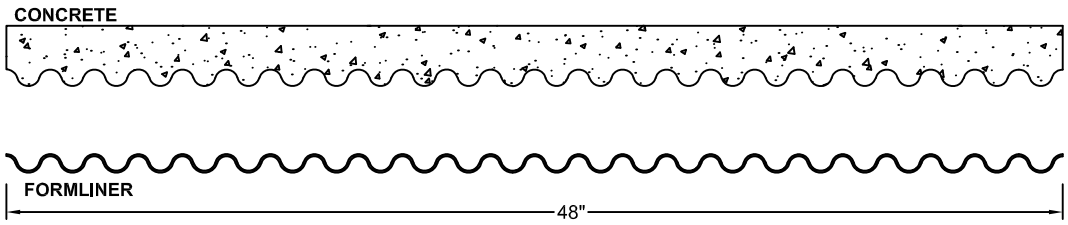
0.75" Deep Sine Wave

Vac-U-Form™

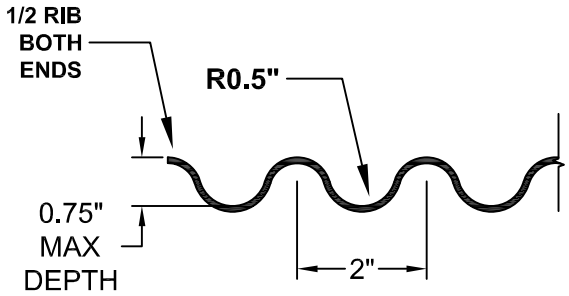
Styrene - Single Use.
ABS Plastic - Up to 15 reuses.

Fluted Rib
Part Size: 48"W x 120"H
Max Depth: 0.75"
On Center: 2.0"
Radius: 0.5"





SECTION A-A



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PILOT EXTERIOR (PEX)

LOW-PROFILE GRAZER | WHITE LIGHT AND STATIC COLORS

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

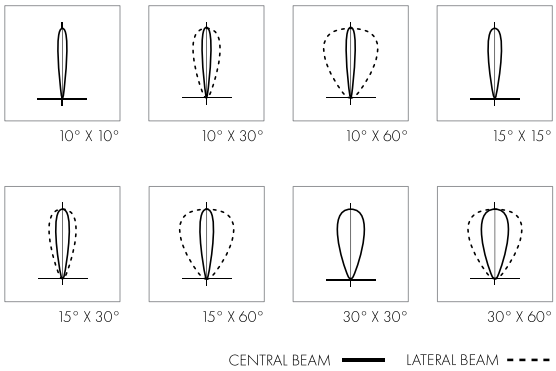
PROFILE

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

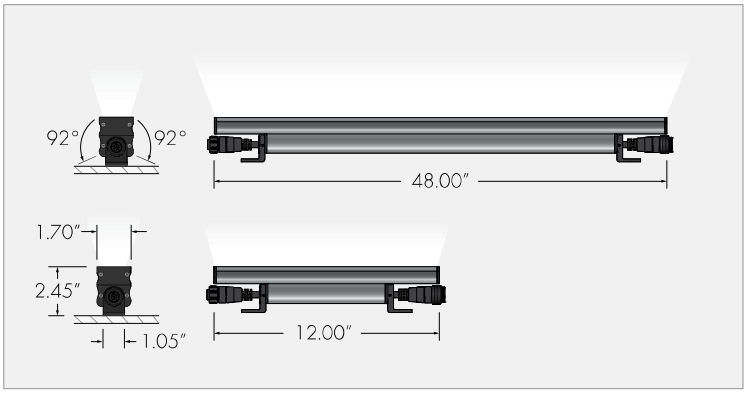


OPTICS

Not all available optics shown



DIMENSIONS



PERFORMANCE SUMMARY

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

ACCESSORIES / OPTIONS



LOUVER
TO BE INSTALLED IN
THE FIELD

PILOT EXTERIOR (PEX)

LOW-PROFILE GRAZER | WHITE LIGHT AND STATIC COLORS

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

SPECIFICATION

Separate options with dashes

PEX									
1	2	3	4	5	6	7	8	9	10

1 FIXTURE

PILOT EXTERIOR SERIES	PEX

2 WATTAGE

LOW OUTPUT 4.0 W/FT	LO
MEDIUM OUTPUT 7.0 W/FT	MO
HIGH OUTPUT 10.0 W/FT	HO

3 CCT

2200K	22K
2700K	27K
3000K	30K
3500K	35K
4000K	40K
RED	R
GREEN	G
BLUE	B
AMBER	A

4 OPTICS

10° X 10°	10

10° X 10° optic is intended for a 6.00" fixture setback from the source

10° X 30°	1030
10° X 60°	1060
15° X 15°	15
15° X 30°	1530
15° X 60°	1560
20° X 20°	20
20° X 60°	2060
30° X 30°	30
30° X 60°	3060
40° X 40°	40
40° X 60°	4060
60° X 60°	60
100° X 100°	100
ASYM. GRAZE UPLIGHT, LEFT POWER FEED	ASUL
ASYM. GRAZE UPLIGHT, RIGHT POWER FEED	ASUR
ASYM. GRAZE DOWNLIGHT, LEFT POWER FEED	ASDL
ASYM. GRAZE DOWNLIGHT, RIGHT POWER FEED	ASDR

Asym Graze and Wash: See page 3 for details.

5 MOUNTING

SURFACE Wall, Ceiling, or Ground 3G ANSI 136.31 rated	SM
EXTENDED ARM X = Specify 6", 12" or 18"	EXA-X
STAKE	STM

6 LENGTH

12.00"	12
48.00"	48

7 VOLTAGE

120V	120
277V	277

8 CONTROL

0-10V DIMMING (1%)	DIM

0-10V dims down to 1% with compatible controls (by others)

DMX DIMMING	DMXDM

Default factory setting is DMX System Resolution

Fixtures are not pre-addressed or labeled at the factory. A **DMXCAT** tool is required for on-site fixture resolution and addressing. Must be ordered separately. See control options below.

Fixtures are shipped from the factory with default addressed channel 1

A **CDS/RDM** Distribution Kit is required. Must be ordered separately. See control options below.

DMX controls are required. Must be ordered separately.

DALI	DALI

Controls and Dali bus by others.

9 FINISH

METALLIC GRAY	MG
CUSTOM COLOR	CC

Contact factory for custom color - additional charges will apply

10 OPTIONS

HIGH CRI 90+	HCRI

Available with 27K and 30K

LOUVER	LV

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

DMX TOOLS AND CABLE OPTIONS

DMX DISTRIBUTION KIT & ADDRESSING TOOL - REQUIRED FOR DMX DIMMING

DMX/RDM DISTRIBUTION KIT - IP67	CDS-RDM

DMX/RDM Distribution Kit consists of four outputs

Each output is limited to (1) run per output - up to 32 fixtures max

Four terminators are included for end of line termination.

REMOTE DMX/RDM ADDRESSING AND MONITORING TOOL	DMXCAT

DMXCAT Remote Addressing and Monitoring Tool uses Bluetooth LE technology for communication with the smartphone/applications (up to 50' range). **Allows for on-site fixture resolution and addressing.**

Contact factory for Wireless DMX/RDM

LEADER CABLES - REQUIRED

See page 10 for details

5.0 FT LEADER CABLE	LC-5
10.0 FT LEADER CABLE	LC-10

EXTERIOR JUMPER CABLES (FOR LINE VOLTAGE ONLY) - OPTIONAL

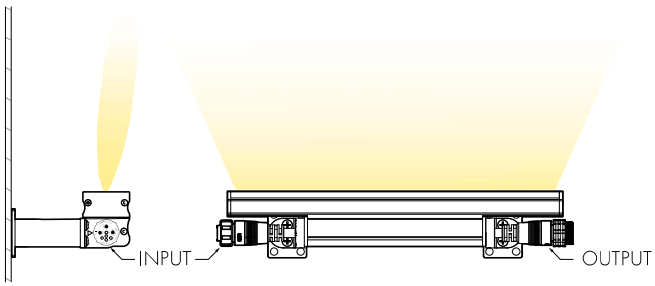
1.0 FT JUMPER CABLE	EL11898-1
2.0 FT JUMPER CABLE	EL11898-2
5.0 FT JUMPER CABLE	EL11898-5
10.0 FT JUMPER CABLE	EL11898-10
25.0 FT JUMPER CABLE	EL11898-25

Cables are not rated for direct burial. See local codes for installation.

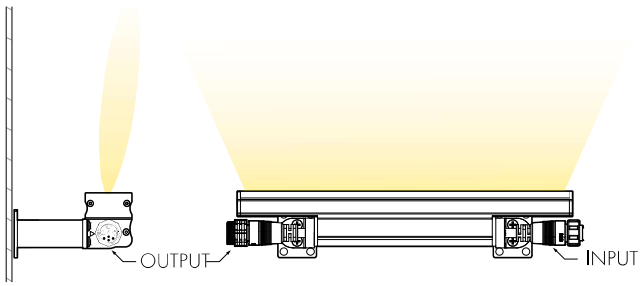
PROJECT: TYPE: CAT. #: PEX - - - - - - - - - - - -

ASYMMETRIC DISTRIBUTIONS/LIGHT DIRECTION /FEED LOCATIONS

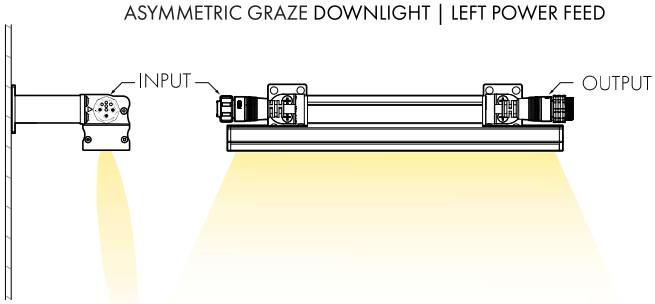
ASYMMETRIC GRAZE UPLIGHT | LEFT POWER FEED



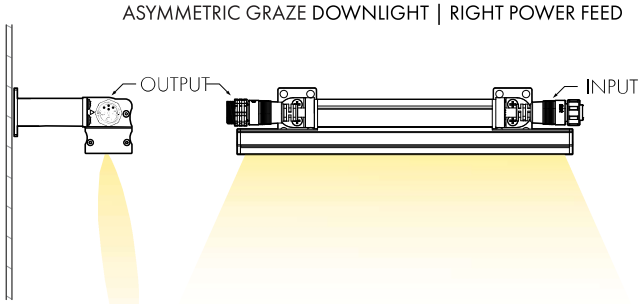
ASYMMETRIC GRAZE UPLIGHT | RIGHT POWER FEED



ASYMMETRIC GRAZE DOWNLIGHT | LEFT POWER FEED



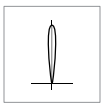
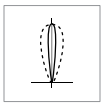
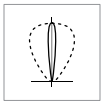
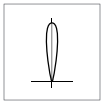
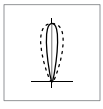
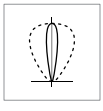
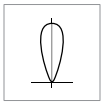
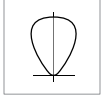
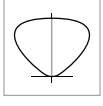
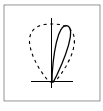
ASYMMETRIC GRAZE DOWNLIGHT | RIGHT POWER FEED



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

PERFORMANCE

*All data uses a 48" fixture at 4000K

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

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

MAXIMUM RUN LENGTH IN FEET AND MAXIMUM FIXTURES PER RUN

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

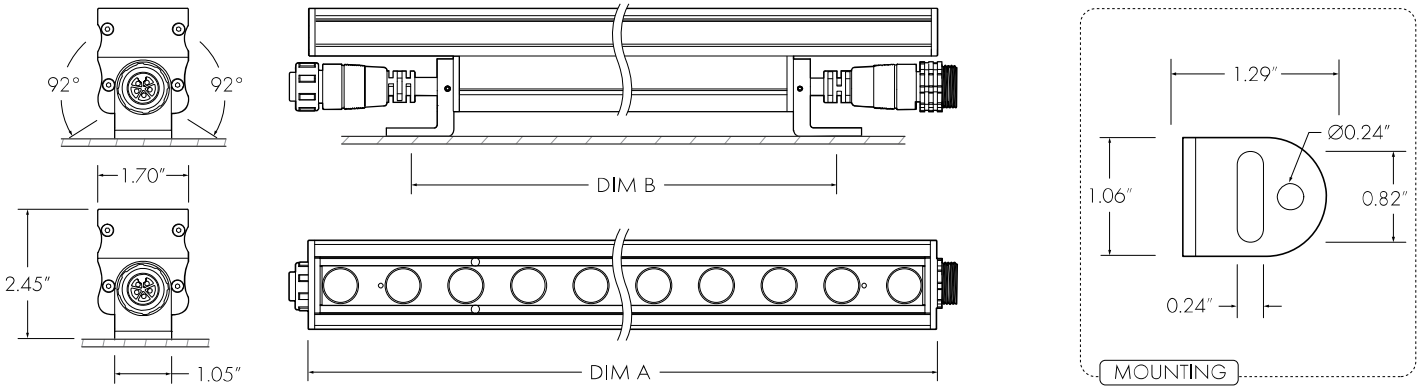
PROJECT: TYPE: CAT. #: PEX - - - - - - - - - - - -

DIMENSIONS

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

SM - SURFACE MOUNT

*Applicable in both up & down applications



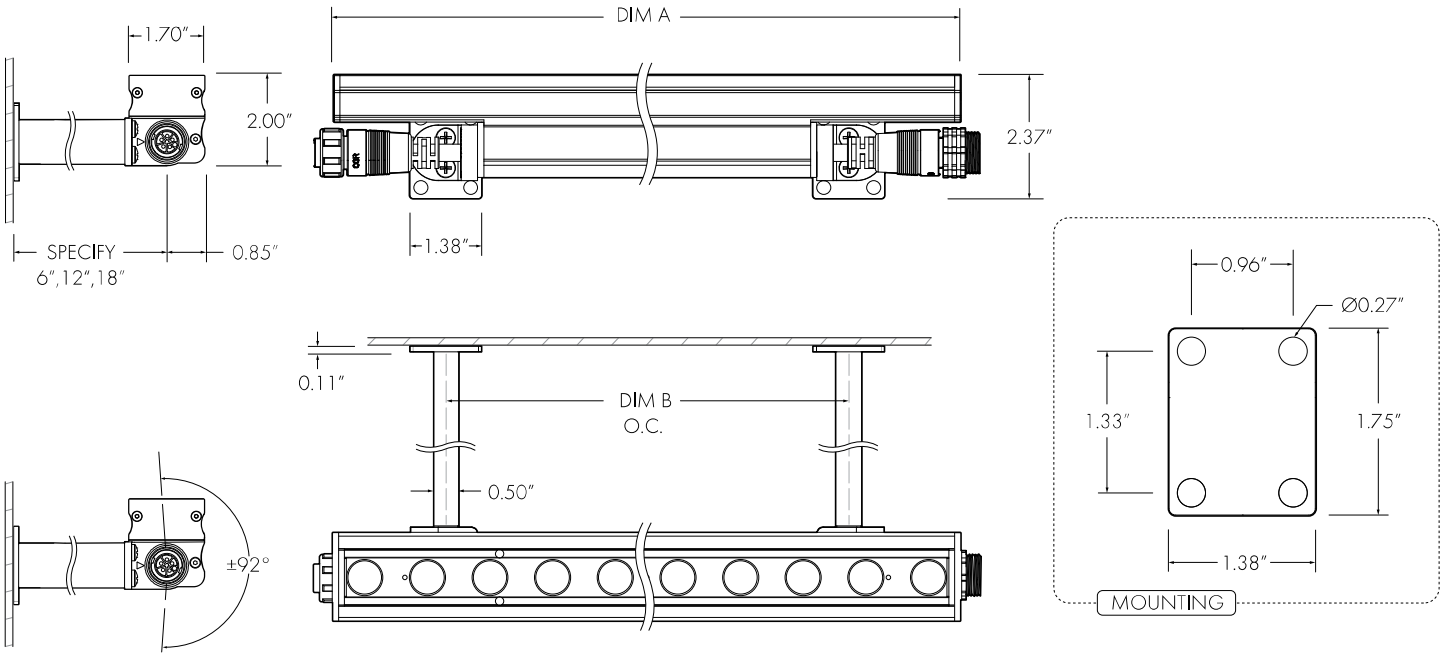
PROJECT: TYPE: CAT. #: PEX - - - - - - - - - - - - -

DIMENSIONS

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

EXA - EXTENDED ARM MOUNT

*Applicable in both up & down applications

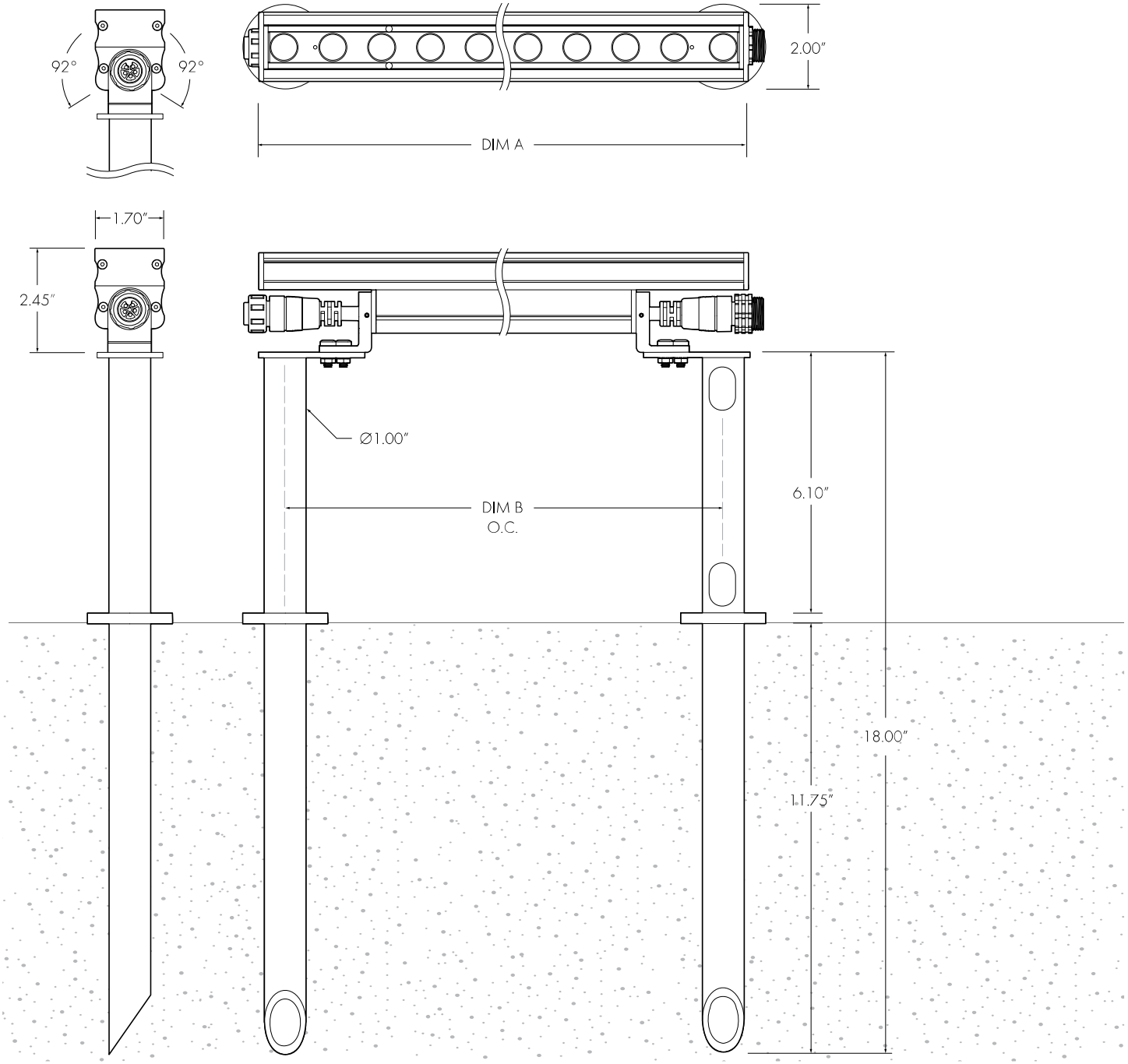


PROJECT: TYPE: CAT. #: PEX - - - - - - - - - - -

DIMENSIONS

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

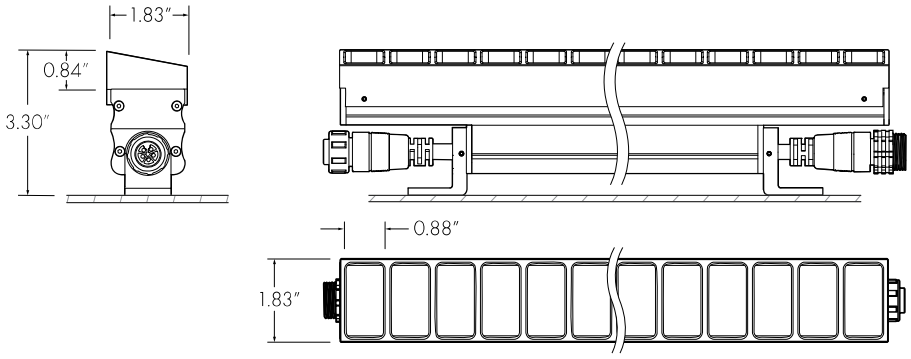
STM - STAKE MOUNT



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

LOUVER - LV

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

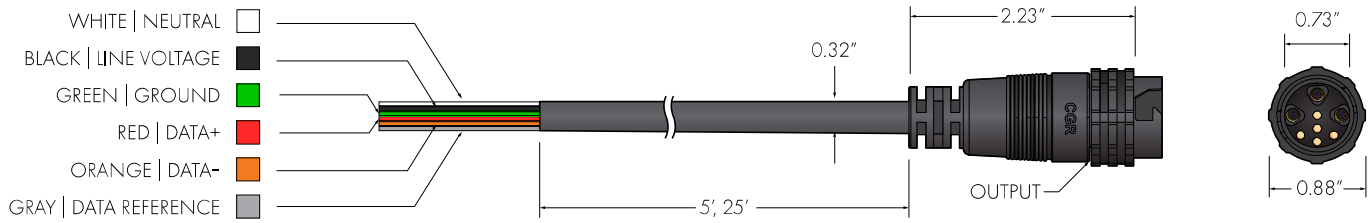


PROJECT: TYPE: CAT. #: PEX - - - - - - - - - - - - -

CABLES

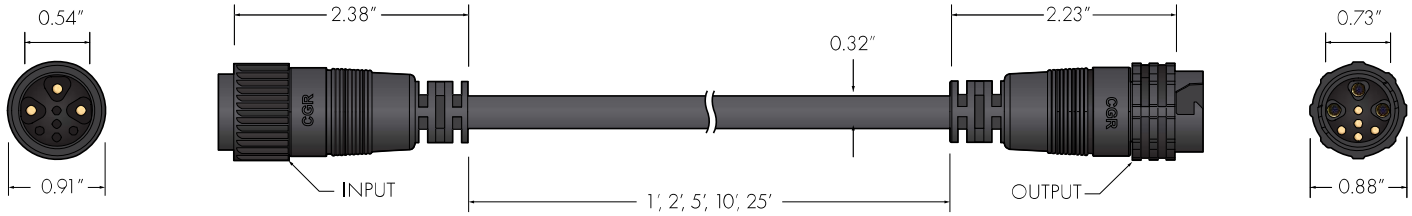
LEADER (LC-X)

WHITE/BLACK | 3x16AWG | 3X20AWG | 105°C | 300V | IP67



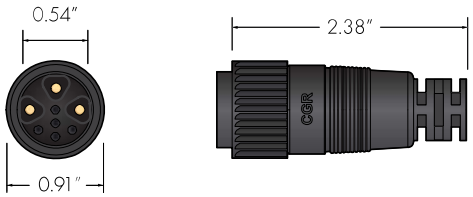
JUMPER (JC-X)

WHITE/BLACK | 3x16AWG | 3x20AWG | 105°C | 300V | IP67



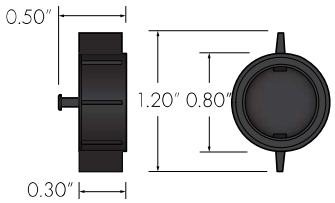
AC TERMINATOR

WHITE/BLACK | 105°C | 300V



AC CAP

WHITE/BLACK | 105°C | 300V | IP67



Warning: Cables not rated for direct burial. See local codes for installation.

Colorado Structures, Inc
500 Broadway
Sacramento, California 95818
P: 916-979-7093
F: 916-979-7092

Project: 4027 Sand City Marriott Dual Brand
800 Morgan's Way
Sand City, California 93955

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

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

Activity

Question

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

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

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

Please advise on the following questions:

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

Attachments
AS101_ OVERALL Site Plan - Bike Parking Markup.pdf, Sand City Monument Sign_Approved Design.pdf, Sand City - Monument Sign Section.pdf

Official Response

Response from Nathan Horst Colorado Structures, Inc. - Sacramento *on Wednesday, Dec 4, 2024 at 09:30 PM PST*

Hawthorn, for the added bike parking pad, Ownership would like a 120V 20amp dedicated receptacle. Please advise on the following:

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

Official Response

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

1. Please proceed with 4" think concrete over 4" ABC. No reinforcing needed.

2. Please provide 24" wide 12" tick footing with (2) #5 continuous horizontal rebar and vertical #5 rebar at 16" O.C.

Official Response

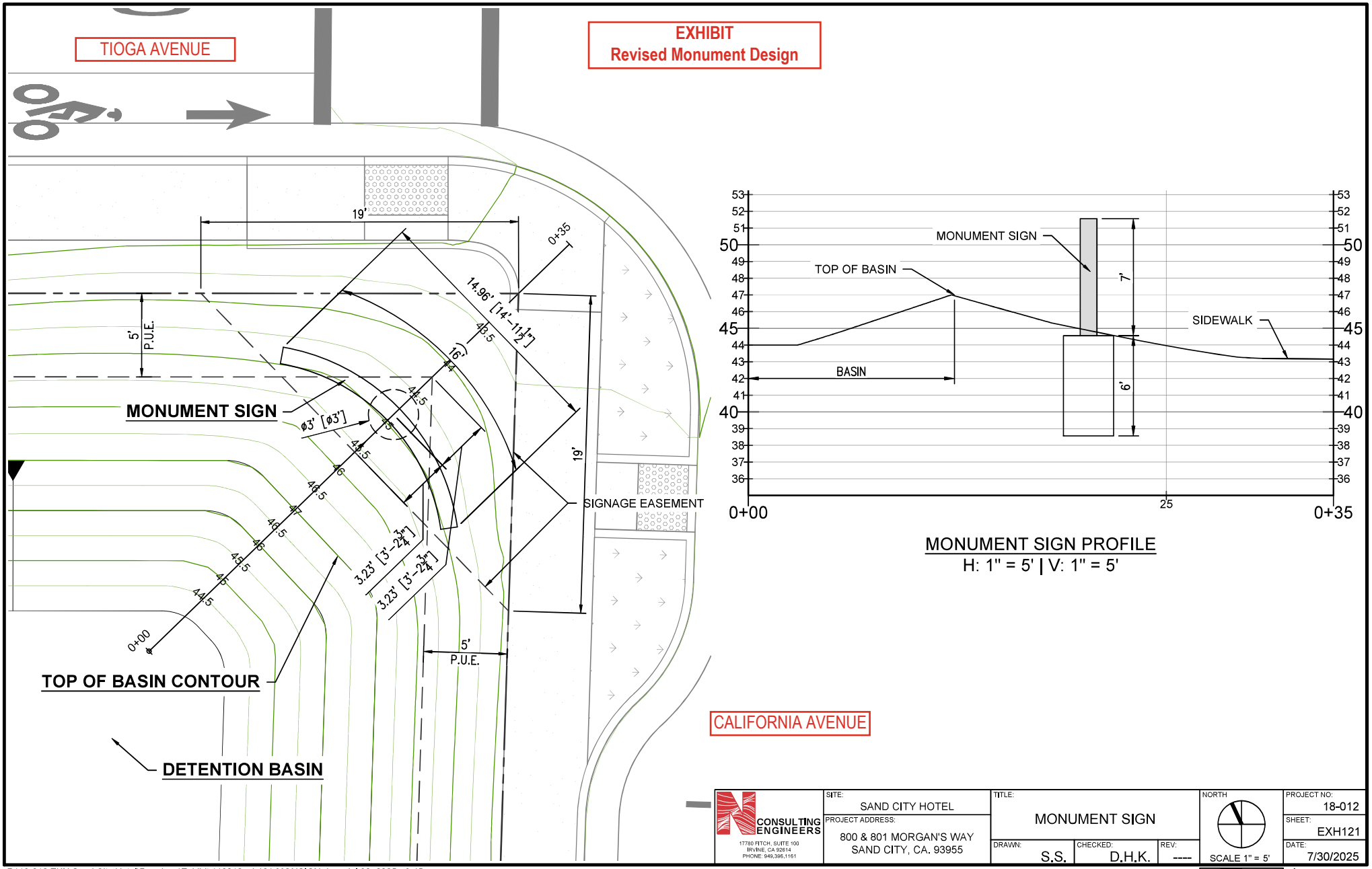
Response from Stacie Quoi EKN Engineering *on Wednesday, Nov 27, 2024 at 08:58 AM PST*

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

Attachments

Sand City Geotech Rec.png

EXHIBIT
Revised Monument Design

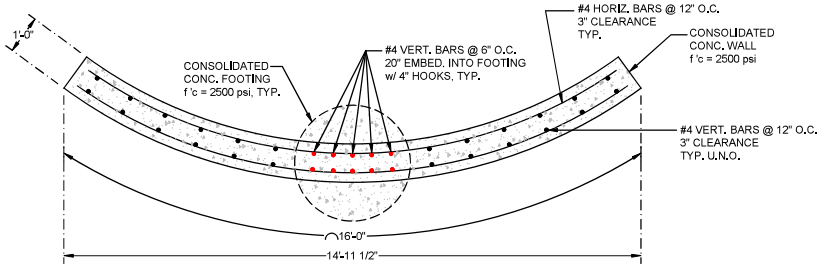


MONUMENT SIGN PROFILE
H: 1" = 5' | V: 1" = 5'

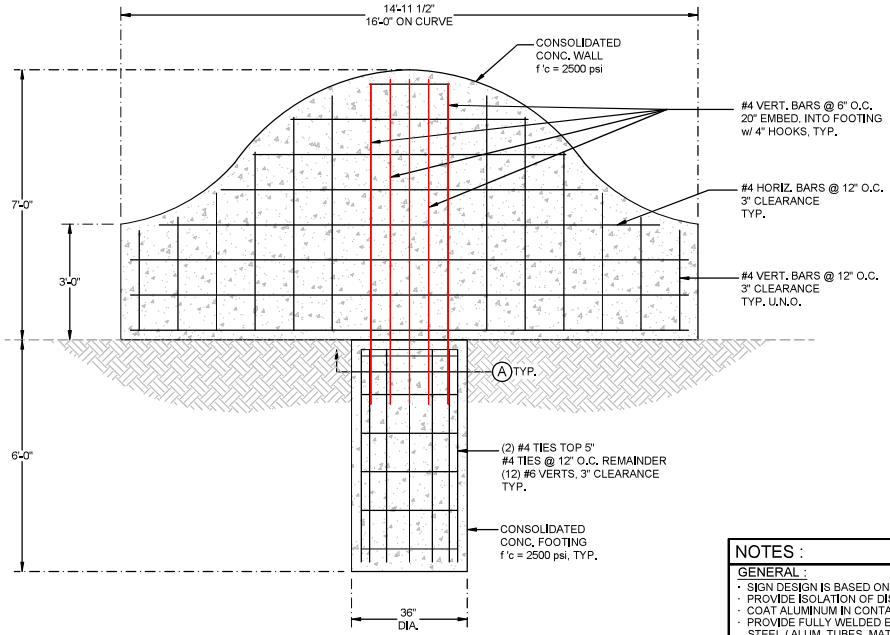
CONSULTING ENGINEERS 17780 FITCH, SUITE 100 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: SAND CITY HOTEL PROJECT ADDRESS: 800 & 801 MORGAN'S WAY SAND CITY, CA. 93955	TITLE: MONUMENT SIGN DRAWN: S.S. CHECKED: D.H.K. REV: ----	NORTH SCALE 1" = 5'	PROJECT NO: 18-012 SHEET: EXH121 DATE: 7/30/2025

P:\18-012 EKN Sand City Hotel\Drawings\Exhibits\18012exh121-MONSIGN.dwg Jul 30, 2025 - 9:45am

0 5'

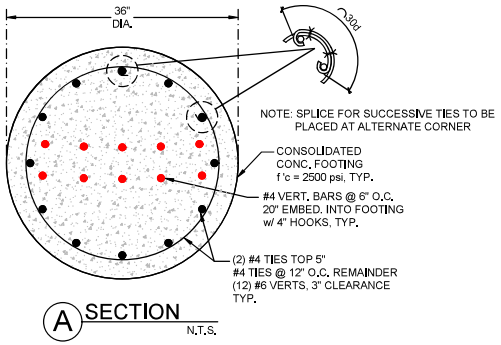


PLAN VIEW
N.T.S.



ELEVATION
N.T.S.

ASCE 7-16 CHAPTER 11, 15 SEISMIC DESIGN CRITERIA					
Latitude (degrees) :=			36.613538		
Longitude (degrees : =			-121.8502		
Response Spectral Acc. (0.2 sec) S_s =			135.80%g	= 1.358g	
Response Spectral Acc.(1.0 sec) S_1 =			50.00%g	= 0.500g	
Soil Site Class		D			
Site Coefficient F_a =		1.200			
Site Coefficient F_v =		1.800			
Max Considered Earthquake Acc. S_{MS} =			$F_a S_s$	= 1.630	
Max Considered Earthquake Acc. S_{M1} =			$F_v S_1$	= 0.900	
@ 5% Damped Design S_{DS} =			2/3(S_{MS})	= 1.086	
S_{D1} =			2/3(S_{M1})	= 0.600	
Risk Category =		II			
Seismic Base Shear					
V = C_S W					
Where:					
C_S =	S_{DS} / (R / I) =		0.362		
R = 3					
I_e = 1.00					
h_n = 7.00	FT				
T =	$C_t h_n^{.075}$ =		0.086		
Max C_S =	S_{D1} / T (R/I) =		2.324		
Min C_S =	0.044 S_{DS} I =		0.048		
Min C_S =			0.01		
Also, Min C_S = 0.5S1/(R/I) Where S_1 >= 0.60g		= Ok,S1<0.60g			
V =	0.36 /W				
W =	11.60	KIPS			
V =	4.201	KIPS			
Seismic Load, E = V =				4.20	KIPS
Moment Arm =				2.83	FT
ASD Factored Seismic Load, 0.7 E =				2.94	KIPS
M =				8.33	K-FT Governs



A SECTION
N.T.S.

Sign Design Based On 2022 CBC

Job #	JTS_143525_R			
Project	Sand City - Monument			
Job Location	800 & 801 Morgan's Way			
	Sand City, CA			
INPUT DATA				
Exposure category (B, C or D)		=	C	
Risk Category		=	II	
Ultimate Design Windspeed	V_{ULT}	=	95	MPH
Topographic factor	K_{zt}	=	1	Flat
Height of the sign	h	=	7.00	FT
Average Vertical dimension (for wall, s = h)	s	=	5.00	FT
Horizontal dimension	B	=	16.00	FT
Dimension of return corner	L_r	=	1.00	FT
ANALYSIS				
Velocity pressure				
$q_z = 0.00256\ K_z K_{zt} K_d V^2 K_e$		=	16.69	PSF
where:				
q_z = velocity pressure at height h. (Eq. 26.10-1 page. 268)				
K_z = velocity pressure exposure coefficient		=	0.85	
evaluated at height above gRnd. level, h (Tab. 26.10-1, page 268)				
K_d = wind directionality factor. (Tab. 26.6-1, page 266)		=	0.85	
K_e = ground elevation factor, see (Tab. 26.9-1, page 268		=	1.00	
Wind Force Case A: resultant force through geometric center				
Max horizontal wind pressure =	$p = q_z GC_f$ =	=	22.6	PSF
where: G = gust effect factor. (Sec. 26.11-1, page 269).		=	0.85	
C_f = net force coefficient. (Fig. 29.3-1, page 323)			1.59	
A_s = B s = the gross area		=	80.00	FT^2
Estimated sign cabinet weight		=	11600	LBS.
DESIGN SUMMARY				
Allowable Stress Design Wind Factor =			0.60	
Design Wind Pressure =		**0.6 x p =**	13.54	PSF
Design Windforce, F =		**13.54 x As =**	1.08	KIPS
Moment Arm =			2.83	FT
WL Design Moment =		**F x Moment Arm =**	3.07	KIP-FT
ASD Factored Seismic Load, 0.7 E =			2.94	KIPS
Seismic Load M =			8.33	KIP-FT

Footing Design (Nonconstrained)

Diameter =	3.00	FT
Soil Pressure =	150.00	PSF/FT
S_1 =	591.00	PSF
A =	3.88	FT
EMBED. =	5.91	FT

36"	DIA.	DEPTH = 6' - 0"
	(1) Total	

PRELIMINARY ENGINEERING NOT FOR CONSTRUCTION

NOTICE: IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING LICENSED PROFESSIONAL SHALL AFFIX TO THEIR ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NOTES :

GENERAL :
- SIGN DESIGN IS BASED ON ADEQUATE EXISTING SUPPORT ELEMENTS.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS.
- COAT ALUMINUM IN CONTACT WITH CONCRETE WITH ZINC RICH PAINT.
- PROVIDE FULLY WELDED END CAPS AT EXPOSED OPEN ENDS OF STEEL / ALUM. TUBES, MATCH THICKNESS LIKE FOR LIKE.
- SLOPE TOP OF EXPOSED FOOTING AWAY FROM DIRECT BURIAL POSTS
- ALL EXPOSED STEEL TO BE PRIMED & PAINTED (POWDER COAT AS AN OPTION) OR ALTERNATIVELY USE GALVANIZED STEEL.

STEEL :

DESIGN AND FABRICATION ACCORDING TO 2022 CBC
- PLATE, ANGLE, CHANNEL TEE: ASTM A36
- WIDE FLANGE: ASTM A992
- ROUND PIPE: ASTM A53 GRADE B OR EQUIVALENT.
- HSS ROUND, SQUARE, AND RECTANGULAR TUBE: ASTM A500 GRADE B OR EQUIVALENT.
- STAINLESS STEEL ROUND, SQUARE, AND RECTANGULAR TUBE: ASTM A276 T304 OR EQUIVALENT.
- ALL ANCHORS BOLTS SHALL BE: ASTM F1554 OR ASTM F593 T304 U.N.O.
- ALL STEEL MACHINED BOLTS SHALL BE: ASTM A307, A325 OR A449 U.N.O.
- ALL STAINLESS STEEL MACHINED BOLTS SHALL BE: ASTM F593 T304 U.N.O.
- ALL BOLTS TO BE ZINC COATED: ASTM B633
- DEFORMED REINFORCING REBAR: ASTM A615 GRADE 60.

STEEL
DESIGN AND FABRICATION ACCORDING TO AWS D1.1, / D1.3 & D1.6
- AWS CERTIFICATION REQUIRED FOR ALL STRUCTURAL WELDERS.

ALUMINUM :

DESIGN AND FABRICATION ACCORDING TO 2020 ALUM. DESIGN MANUAL

PLATES, ANGLES, CHANNELS, TEE, AND SQUARE TUBING: ALUMINUM
- ALLOY 6061 - T6 WITH 0.098 LBS PER CUBIC INCH.

ALUMINUM

DESIGN AND FABRICATION ACCORDING TO AWS D1.2, ALL WELDING IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS A.5.10. FILLER ALLOYS PER TABLES M.9.1 & M.9.2 OF 2020 ALUMINUM DESIGN MANUAL.

WELDING :
- WELD SIZE (LEG LENGTH) SHALL BE EQUAL TO THE THICKNESS OF THE THINNEST MEMBER AT THE JOINT, UNLESS NOTED OTHERWISE.
- E70 XX ELECTRODE FOR SMAW PROCESS.
- E70S XX ELECTRODE FOR GMAW PROCESS.
- ER7 XX ELECTRODE FOR GTAW PROCESS.
- E70T XX ELECTRODE FOR FCAW PROCESS.

ALL WELDS SHALL BE MADE WITH A FILLER METAL THAT CAN PRODUCE WELDS THAT HAVE A MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20FT-LB AT ZERO 0° AS DETERMINED BY THE APPROPRIATE AWS A5 CLASSIFICATION TEST METHOD OR MFG'S. CERTIFICATION.

ANCHORS :
- BRAND NAME APPROVED ANCHORS SPECIFIED ON PLANS MAY BE SUBSTITUTED BY APPROVED EQUAL.

CONCRETE :

DESIGN AND CONSTRUCTION ACCORDING TO ACI 318-19
- COMPRESSIVE STRENGTH AT 28 DAYS, f 'c= 2500 PSI MINIMUM.
- CEMENT TYPE II OR IV. W/C RATIO 0.45 BY WEIGHT FOR PIER AND CAISSON
- FOOTINGS CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH.
- MAINTAIN A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.

SOIL:

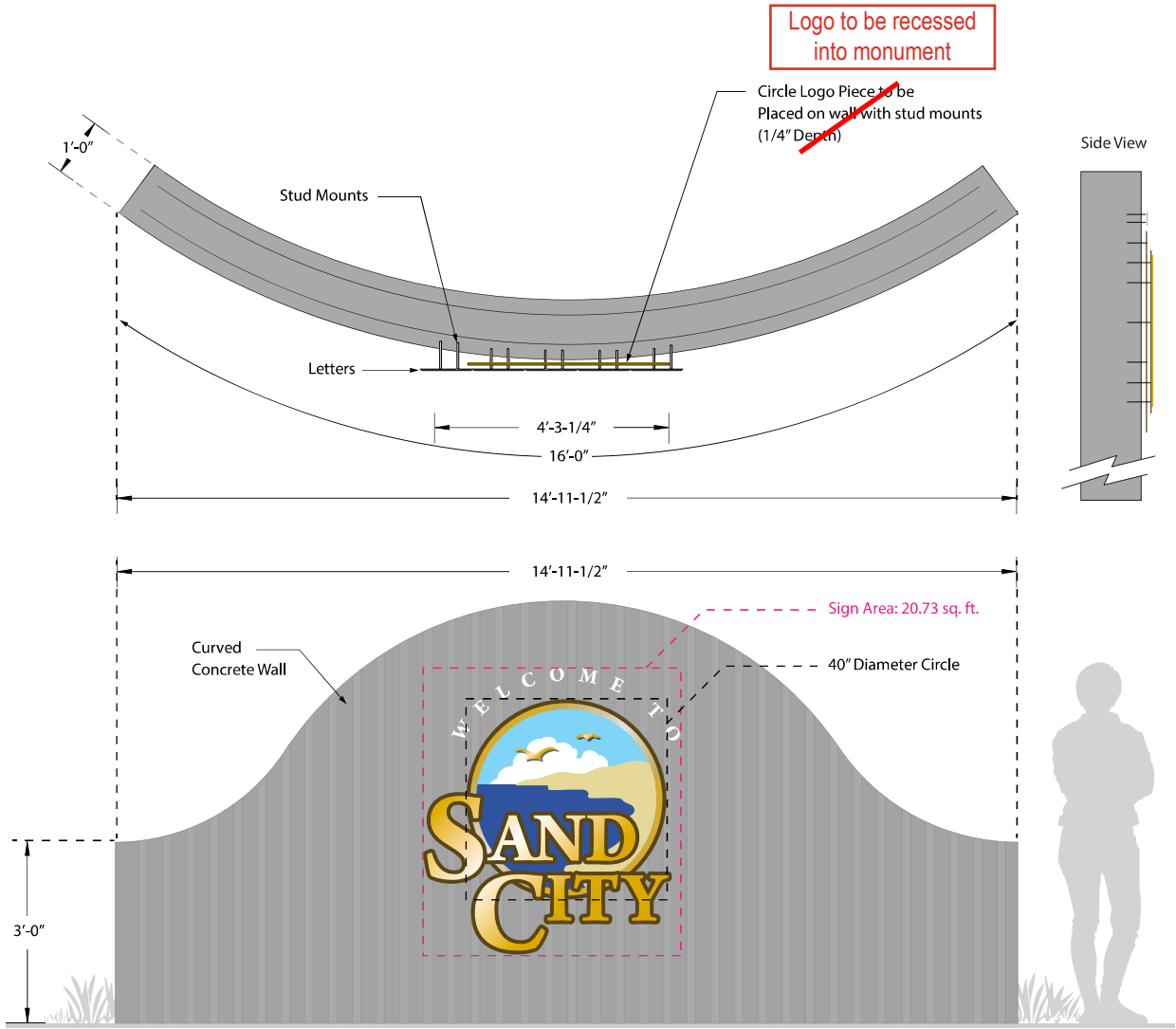
LATERAL SOIL BEARING PER IBC CLASS 4 TABLE 1806.2 (150 PSF/FT). MODIFIED PER SECTION 1806.3.4.

www.yjinc.com
P.O. BOX 802050
SANTA CLARITA, CA. 91380
TEL. (661)259-0700 FAX. (661)259-0900

SHEET TITLE:

SAND CITY MONUMENT

DRN BY: K.S.P.	DATE LAST REVISED: Jul 29, 2025	PROJECT JOB # JTS_	143525_Sand City_Morgans Way_Sand City, CA.dwg
CHK BY: T.J.	PROJ. START DATE: Jul 7, 2025	REV. NO. / REV. DATE / REVISED BY	PROJECT LOCATION : SAND CITY, 800 & 801 MORGAN'S WAY, SAND CITY, CA
REV BY: T.J.	SCALE: AS SHOWN	1 / 07/29/2025 / K.S.P.	SHEET # 1 OF 1
PLOTTED BY: TonyJr	ON 7/29/2025 5:28:51 PM	2 / --/--/-- / --	

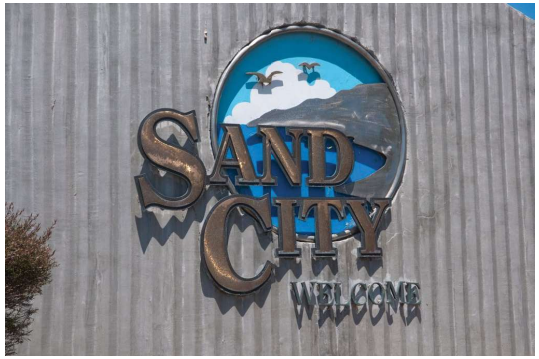


Custom Metal Dimensional Sign

Qty: 1



Reference Image



*sign will not be recessed into wall due to radius curve

1/10 SCALE

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

CUSTOMER	City of Sand City	DESIGNER	Marcos F.

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

1/4″Thick
Aluminum Letters
(Painted White)

1/4″Thick
Aluminum Birds
(Anodized Gold)

1/8″Thick
Aluminum Letters
(Anodized Medium Bronze)

UV Colorlast Logo
Printed on 1/4″Thick
Anodized Aluminum Gold Circle

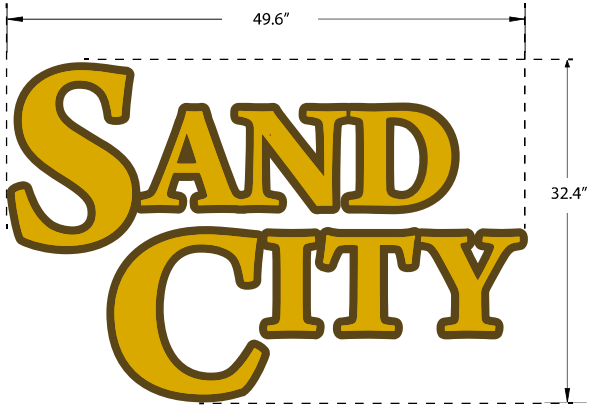
1/8″Thick
Aluminum Border
(Anodized Medium Bronze)

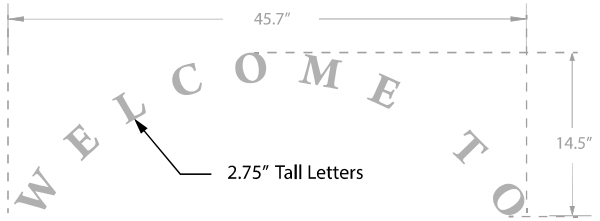
1/8″Thick
Aluminum Letters
(Anodized Gold)




Gold
Specialty Finish


Medium Bronze
Specialty Finish







NTS = Not To Scale

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

CUSTOMER City of Sand City

DESIGNER Marcos F.

NOTE: This is an original unpublished drawing, created by Monterey Signs. It is submitted for your personal use in connection with a project being planned for you by Monterey Signs.
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AGENDA ITEM
9A.

Receive a Recap of the West End Celebration 2025, Provide Feedback and Direction for the West End Celebration 2026

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: West End Celebration Recap 2025
DATE: **September 15, 2025**

BACKGROUND/DISCUSSION:

The Sand City West End festival – the City's beloved, creative, family-friendly and free event – has been celebrated on our City streets for over 20 years. The festival was started in 2001 by the Sand City City Council and the Sand City artist and musician community. Steve Vagnini of SLV Management was hired by the City as a contractor to coordinate the festival from 2011-2024. The festival continues to be a great success with thousands from the region and beyond visiting it every year and was recently named the Best Local Festival on the Monterey Peninsula by readers of the Carmel Pine Cone. Unfortunately, in 2023, after many years of coordinating successful west end festivals for the City, Mr. Vagnini announced that he planned to retire and proposed a succession plan which consisted of training an intern to take over the festival in future years. Council funded the proposed interns for the 2024 West End festival but opted to issue a Request for Proposals (RFP) for coordinator services for future festivals in order to locate a coordinator with greater festival management experience. On December 3, 2024 the Council approved a contract with Matthew Swinnerton and Nadja De Maeseneer to coordinate the West End festival this year.

Matthew and Nadja's first year of coordinating the festival was success. Counts at the gates showed that on Saturday the festival was celebrated by 6327 visitors and on Sunday 5187 visitors – over 1200 people more than attended West End in 2024. According to surveys and conversations with participating vendors most experienced a high level of satisfaction with their sales. Sand City artists and artisans expressed appreciation for having an open space in front of their studios.

While there were some small hiccups to be expected for a first year of coordination, overall comments received have been positive. Staff has met with the coordinators and passed along constructive criticism for items that can be easily fixed in future years, all with the intent to continue to provide a positive, family-friendly event for the community.

Matthew and Nadja will be presenting a brief recap to the Council at the September 16, 2025 Council Meeting.

At the meeting, the City Manager will seek direction from Council for the West End celebration in 2026. If Council's direction is to negotiate a contract for coordinator services from the same team, the agreement will be brought back at a future date.

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

FISCAL IMPACT:
In 2024, the City budgeted $95,000 for the 2024 WEC. The revenue generated by the celebration was $47,850 and the net cost to the City was $47,150. The City budgeted $95,000 for the 2025 WEC and the event raised approximately $39,800 through donations, sponsorships and other sources such as vendor fees. The revenue raised to date has resulted in a total net cost to the City for the 2025 West End Celebration of $55,200 (note that the City continues to receive funds from revenue sharing with vendors for the sale of food and alcohol and will provide an updated total cost to the City at a later date). Staff proposes that the same amount be budgeted for 2026 WEC; $95,000 was included in the approved FY 25/26 Budget.

RECOMMENDATION:
It is recommended that Council:

1. Receive a brief recap from the coordinators of the WEC 2025.
2. Provide any feedback they have to the coordinators.
3. Provide direction to the City Manager to negotiate a final agreement with the coordinators of WEC2025 for WEC2026. (The final contract will come back to Council for it approval).
4. Staff recommends that Council approve the dates for WEC2026 to take place on August 22-23, 2026.

AGENDA ITEM
9B.

Discuss and Direct the City Manager to Negotiate an Agreement with See Monterey to Initiate the Process to Join the Jurisdiction Investment Partnership (JIP) and Establish the Monterey County Tourism Improvement District (MCTID) as Proposed

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: See Monterey Destination Marketing Proposal
DATE: **September 16, 2025**

BACKGROUND/DISCUSSION:

See Monterey is a Destination Marketing Organization (DMO) for Monterey County. See Monterey's CEO, Rob O'Keefe, presented an overview of the organization to the City Council on June 3, 2025. In summary, See Monterey performs sales and marketing activities to increase tourism to its member jurisdictions and increase sales of hotel rooms. This is accomplished through advertising, public relations, and social media. The success of these marketing efforts is tracked by the use of an outside research firm, which results in an investment report members receive twice a year in order to evaluate the organization's destination marketing effectiveness (e.g., the total number of room nights resulting from the marketing efforts).

Sand City has been a member of the regional organization for several years for a nominal fee of $2,000 annually. Due to the imminent opening of the dual-branded Marriott Courtyard & Residence Inn in the City, See Monterey now requests that Sand City join the regional organization's Jurisdiction Investment Partnership (JIP) as well as establish a Tourism Improvement District (TID). The proposal is attached as **Exhibit 1**.

Jurisdiction Investment Partnership (JIP)
See Monterey is proposing that Sand City contribute 3% of its annual Transient Occupancy Tax (TOT) collections to the JIP. Sand City currently imposes a 12% TOT on hotels (SCMC section 3.24.050). Other jurisdictions in the region participate in See Monterey at the requested 3% level (Marina, Carmel-by-the-Sea, and Pacific Grove). The City of Monterey and Monterey County contribute 6%. According to See Monterey, all jurisdictions benefit beyond their own investment.

See Monterey projects that its efforts will result in a return to the City that is greater than the cost. They project that funding their marketing efforts with 3% of the City's TOT collection will result in large sales of rooms which in turn will generate more TOT and thus

offset the cost. In addition, See Monterey will provide Sand City businesses and events with free membership and promotion through See Monterey. Sand City would also be entitled to a voting director seat on See Monterey's Board. See Monterey would promote the City - the arts, businesses, and events such as the West End Celebration and would target a broad audience of local, regional, national, and international visitors.

Based on See Monterey's own estimate, Sand City's TOT revenue for the first six months of operations (approximately Q1/Q2 2026) is projected at $515,707. A 3% payment of the City's 12% would thus be approximately $15,470. If the City were to move ahead, See Monterey has agreed to work closely with the City to align with the City's projections for the hotel.

SOT/DA Offset Provision

The Development Agreement (DA) between the City and the developer of the South of Tioga project has a TOT/CFD offset provision. This provision requires that the TOT is offset by the City from its general fund to the Communities Facilities District (CFD) that has been established for the South of Tioga project "dollar for dollar" over and above $1,060,000 (up to $1,683,000) in the subsequent fiscal year. See Table A for an illustrated example of this. If the TOT collected in one year is above $1,683,000, the dollar-for-dollar payment by the City to the CFD ceases for any amounts above $1,683,000. This offset provision remains in effect until June of 2030.

TABLE A – Examples of TOT offset provision in DA

Fiscal Year	If TOT Received by City is:	City would Fund CFD the following FY as follows:
26/27	**$1,160,000**	**$100,000**
27/28	**$1,260,000**	**$200,000**

While the offset provision is in place, See Monterey has agreed to cap the 3% contribution to it at $1,060,000. No additional investment would be required unless TOT collections exceed $1,683,000. In such an event, payment of 3% of TOT revenue would restart on the amounts received above that threshold.

Monterey County Tourism Improvement District (MCTID)

A second component to the See Monterey proposal is the Monterey County Tourism Improvement District (MCTID). The MCTID is a business assessment district paid by travelers at the rate of $1.70 per room per night. There are several steps that would need to be completed to establish the MCTID in Sand City including: (1) a consent resolution

approved by Council; (2) petitions to join by Sand City hotels; (3) approval of the modification to the regional district to allow Sand City to join by the City of Monterey. Once all these steps are completed, Sand City would merge into the current district plan with approval by the City Council and a positive vote by the hotels in the new district. The City would not incur a cost in joining the district. Sand City would retain 1% of the MCTID from our hotels for our costs to administer it. City Staff would need to bring the MCTID to the Council for separate consideration at a future Council meeting.

An additional option that could be considered is that the City join the MCTID special district only and not the JIP. Mr. O'Keefe has explained that such a decision would likely not be approved by the See Monterey Board in part because of the disparity with partnering jurisdictions. Sand City would essentially be benefitting at the expense and efforts put into regional marketing by our neighboring jurisdictions. Without Board approval, and without the City of Monterey's separate approval, according to Mr. O'Keefe an attempt to only join the TID would fail. It is therefore not a route that staff recommends.

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

FISCAL IMPACT:
The fiscal impact of joining the JIP is projected to be approximately $30,000 annually, dependent on TOT revenue generated from hotels in Sand City. The projected return in the form of an increase in projected TOT as a result of the marketing efforts is yet to be determined. There is no cost for the TID except for the staff time involved in processing the documents to join it. Sand City would retain 1% of the MCTID from our hotels for administration costs.

RECOMMENDATION:
It is recommended that the Council discuss and direct the City Manager to negotiate an agreement with See Monterey to initiate the process to join the JIP and establish the MCTID as proposed. The City would evaluate the data on the return on this investment and decide at that point whether to renew the agreement for future years.

ATTACHMENTS:

1. Proposal from See Monterey

August 8, 2025

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

RE: FY2025-2026 Destination Marketing Partnership Proposal

Dear Vibeke,

We look forward to the August 19 City Council meeting, where we hope to confirm Sand City's inclusion in our countywide destination marketing program.

As you know, many years ago a special arrangement allowed Sand City to participate in the program for a nominal $2,000 annual contribution—while receiving the same level of promotion as full investment partners. This was always intended as a temporary measure until the City realized its vision of developing hotels and benefiting more directly from Monterey County's tourism economy.

As discussed, and presented to your Council on June 3, 2025, that day has now arrived. With the upcoming hotel openings, Sand City enters a new era of opportunity.

We propose that Sand City now join the program under the same framework as other cities and the County of Monterey. This partnership has two components:

Jurisdiction Investment Partnership

- Sand City would invest 3% of annual Transient Occupancy Tax (TOT) collections toward destination marketing – this is the same rate as other jurisdiction investment partners—3% from smaller cities such as Marina, Carmel-by-the-Sea, and Pacific Grove; the City of Monterey and the County invest at the 6% level. *All benefit beyond their own investment.*
- This investment would provide Sand City businesses and events with free membership and promotion through See Monterey.
- Sand City would be entitled to a voting director seat on See Monterey's Board.
- Based on See Monterey's current estimate, Sand City's TOT revenue for the first six months of operations (approximately Q1/Q2 2026) is projected at $515,707. A 3% investment would be about $15,471. We can adjust based on your projections.
- The agreement would be renewed annually, and each year Sand City would receive an investment ROI report.

Monterey County Tourism Improvement District (MCTID)

- A business assessment district intended to deliver specific benefits to payors (hotels), paid by travelers and by extension directly benefits your City, without costing your City anything.
- The current ten-year District Plan is in place from 2023-2033.
- Sand City would be merged into the current plan with approval by the City Council and a positive vote by the hotels in the new district.
- Sand City hotels would be entitled to a voting seat on the MCTID Oversight Committee that directly oversees how this budget is utilized.
- This is an assessment paid by travelers at the rate of $1.70 per room night (this is the lowest tier for the County) and has no cost impact on Sand City.
- More detailed information on the MCTID can be found here.

Unity is Currency

Sand City's jurisdiction investment and merging into the MCTID would be pooled with other jurisdictions for a total destination marketing program budget of $13.8 million for the entire County. Destination marketing is essential to economic vitality, so it is a very competitive business. Monterey County competes with destinations with budgets ranging from San Luis Obispo at $11 million to Palm Springs with a budget near $30 million.

In many cases, Monterey County is outspent. Our advantage is not always in dollars — it is in *unity*. *Unity is currency*. The strength of our collaboration across ten jurisdictions, including Sand City, is a competitive advantage that money alone can't buy, but each benefit from. This is one of the many reasons the Sand City partnership with other cities and the County is essential.

Sand City is a Tourism Destination

Not only is Sand City a developing tourism destination itself – it has always been a part of Monterey County's tourism ecosystem. Sand City has benefited from See Monterey's destination marketing program for nearly 20 years – promotion of the arts, businesses, and events such as the West End Celebration. This marketing targets local, regional, national, and international visitors. This promotion would not only continue but we would build upon. For example, Sand City hotels will need groups and meetings!

Hotel Collaboration

The new hotels in Sand City will need support — which they are aware of. These are strong brands with focused ownership and experienced management. The Residence Inn and Courtyard will perform well; the question is whether they will reach their full potential. And, by extension, will Sand City maximize its potential in TOT revenue and related sales tax.

See Monterey can make the difference between good and great performance — a fact many hotel General Managers in Monterey County can attest to. The ownership group and management team for your hotels support this partnership. An added advantage: the new General Manager for both

properties is a seasoned See Monterey Board member, creating a unique opportunity for the hotels, the destination, and especially for Sand City.

Regional Collaboration
Sand City is very involved in regional partnerships. From involvement in rail and trail programs with organizations like TAMC and MST to programs with the Arts Council of Monterey County – and more. Sand City may be a smaller jurisdiction but wields a large voice in issues and opportunities that affect the entire County. Hospitality is the County's second largest industry and #1 for the peninsula. Sand City belongs at the table for this industry.

Summary
See Monterey proposes that Sand City build on its long-standing partnership in destination marketing by approving the following:

1) **Join the jurisdiction investment partnership** with other Monterey County cities to grow the economic benefits of tourism — committing to an annual investment equal to 3% of TOT revenue to generate even greater TOT returns.
   First six months' investment is projected at just over $15,000; annual investment slightly above $30,000. This investment is designed to increase Sand City's projected TOT revenue.

2) **Include Sand City hotels in the Monterey County Tourism Improvement District (MCTID)** — a program that costs the City nothing and directly supports both hotel performance and City revenue growth.

On behalf of Monterey County's tourism industry — and all who work in and benefit from it — thank you for your consideration and for the opportunity to discuss this proposal at Sand City's August 19 Council Meeting.

With appreciation,

Rob O'Keefe
President & CEO, See Monterey

AGENDA ITEM
9C.

Approve a Resolution Approving the Fiscal Year 2025-2026 Fee Schedule

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: FY 25/26 Fee Schedule
DATE: September 16, 2025

BACKGROUND/DISCUSSION:
The Fee Schedule establishes fees and charges for various department related services. All changes in fees must be noticed and approved by City Council.

On April 16, 2024, City Council approved Resolution SC 24-20, *Resolution of the City Council of Sand City Amending the Fee Schedule*. The resolution states that the Fee Schedule will be adjusted annually beginning July 1, 2025, using at a minimum the United States Department of Labor Consumer Price Index (CPI) for San Francisco Area.

The proposed fee Schedule for FY 25/26 was a collaboration with all City Departments contributing. The changes that were made include a 2.7% CPI increase, the addition of Parking in Lieu fees, and an update in language regarding City reimbursement agreements. The additional changes are described below and highlighted in yellow on the proposed Fee Schedule.

Parking In-Lieu
Section 18.64.090, *In-Lieu Fee for Parking (recently relocated from Section 10.12)*, of the Sand City Municipal Code provides an equitable fee system for business owner or their tenants who wish to utilize their property in such a way that they are not able to provide all of the off-street parking for such use as would be required by the Sand City Zoning Code. The funds collected under the authority of this chapter are to be used for the construction, operation, and maintenance of parking facilities within the City. A $500 fee was established in 1988 and has been adjusted using the US Bureau of Labor Statistics CPI Inflation calculator to $1,394 annually per parking space starting Fiscal Year 2025-2026.

City Reimbursement Agreements
Staff also adjusted language regarding when a City reimbursement agreement is needed or required and the number of reviews that are included in the fee listed. The new language is listed below:

- For Building and Planning fees the new language reads as follows, *"Applications requiring more than one round of review or an extensive first review due to the complexity of the project may be subject to a City Cost Reimbursement Agreement for additional staff time".*
- For Building permits over 1 million dollars the following language was added, "*Projects over $1,000,000 in valuation shall be subject to a City Cost Reimbursement Agreement for additional staff time".*
- For Engineering, the following language was added, "*Applications requiring more than two reviews may be subject to a City Cost Reimbursement Agreement for additional staff time'.*

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

FISCAL IMPACT:
The recommended Fee Schedule is mostly aligned with Councils direction on the prior fee schedule to recover approximately 50% of the cost incurred by the City, with some fees and services requiring an additional City cost reimbursement agreement. In the case of highly complex or high valued projects, the reimbursement agreement would capture the full cost of staff time.

RECOMMENDATION:
Approve the proposed Fee Schedule.

ATTACHMENTS:
1. Resolution
2. Proposed Fee Schedule

CITY OF SAND CITY
RESOLUTION SC ___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE FISCAL YEAR 2025-2026 FEE SCHEDULE

WHEREAS, Resolution SC 24-20 states that the City Fee Schedule will be adjusted annually at a minimum of the United States Department of Labor Consumer Price Index for San Francisco area; and

WHEREAS, Notice of a Public Hearing to be held on September 16, 2025 was published at least ten (10) days prior to the meeting in accordance with California Government Code Section 6062a; and

WHEREAS, the City of Sand City held a public hearing on September 16, 2025 regarding the adjustments to the Fee Schedule; and

WHEREAS, the City Council of the City of Sand City approves the adoption of the amended Fee Schedule for Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve the Fee Schedule, attached to the resolution, with the CPI increase effective immediately and all other changes to the Fee Schedule taking effect sixty (60) days after the approval of this resolution.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Fee Schedule

ADMINISTRATION DEPARTMENT

ADMINISTRATION FEES	24/25 Fees	25/26 Fees
Credit Card Processing Fee	3.5% plus $.15 per transaction	3.5% plus $.15 per transaction
Facility Rental per day	$50.00	$51.50
Returned Check Fee	$15.00	$15.50
DOCUMENT FEES		
Copies of City Documents	$.10 per page	$.10 per page
Records provided on thumb drive	$11.00	$11.50
Mailing List	$.10 per page	$.10 per page
Mailing List on Labels	$2.00 per page	$2.00 per page
Notary Fee (per signature) *Unless otherwise specified in Government Code § 8211	$15.00	$15.00

BUILDING DEPARTMENT

OVER THE COUNTER PERMITS		
Plumbing Permit (no plan review required) [1]	$203.00	$208.50
Electrical Permit (no plan review required) [1]	$203.00	$208.50
Mechanical Permit (no plan review required) [1]	$203.00	$208.50
Residential Rooftop Photovoltaic Permit	$229.00	$235.00
Commercial Rooftop Photovoltaic permit (minimum) [2]	$229.00	$235.00
Residential vehicle charging station [2]	$203.00	$208.50
Commercial Vehicle Charging System (plus $80/hour plan review after 2 hours of review)	$149.00	$153.00
PERMITS		
Value $0-9,000	$198.00	$203.50
Value $9,000-25,000	$446.00	$458.00
Value $25,001-50,000	$690.50	$709.00
Value $50,001-100,000	$1,290.50	$1,325.50
Value $100,001-500,000	$3,490.50	$3,584.50
Value $500,001-1,000,000 [3]	$3,940.50 (plus $10/1,000)	$4,047.00 (plus $10/1,000)
Value $1,000,001 and up [4]	$5,990.50 (plus $6/1,000)	$6,152.00 (plus $6/1,000)
MISCELLANOUS FEES		
Minimum permit fee not itemized [3]	$198.00	$203.50
Investigative fee (Work without permit)	Minimum cost equal to permit.	Minimum cost equal to permit.
After Hours Inspections (hourly rate with 4 hour minimum)	$90.00	$101.25
Building Permit extension per 90 days (after a one-time 180 day no charge extension	$500.00	$513.50
Plan Review Extension per 90 days (after a one-time 180 day no cost extension)	$250.00	$257.00

Effective July 1, 2025

DRAFT

Erosion and Sediment Control Plan/Construction BMPs Plan Review (small sites)	$149.00	$153.00
Erosion and Sediment Control Plan/Construction BMPs (small sites) Inspection plus $70 per hour after two hours inspection	$149.00	$153.00
Plan review [3]	65% of building permit fee this fee includes a total of one reviews	65% of building permit fee this fee includes a total of one reviews
Expedited plan review	50% plus regular plan review cost	50% plus regular plan review cost
Building fee for any item not specifically identified (per hour)	$150	$154.05

PLANNING DEPARTMENT

ADMINISTRATIVE LAND USE APPROVALS AND ZONING PERMITS		
Zoning Compliance Statement	$350.00	$359.50
Home Occupation	$350.00	$359.50
Temporary Use	$525.00	539.00
DISCRETIONARY LAND USE PERMITS (1 review)		
Conditional Use Permit [3]	$1,400.00	$1,438.00
Coastal Development Permit [3]	$1,575.00	$1,617.50
Site Plan Review [3]	$350.00	$359.50
Variance [3]	$960.00	$985.92
Planned Unit Development [3]	$960.00	$985.92
Combining Multiple Permits [3]	Sum of All Fees that Apply	Sum of All Fees that Apply
Appeal	$700.00	$719.00
Permit Amendment [3]	50% of base permit fee	50% of base permit fee
Special Event	$1,050.00	$1,078.50
DESIGN PERMITS (1 review)		
Architectural Review by Design Review Committee [3]	$700.00	$719.00
Master Sign Program [3]	$1,050.00	$1,078.50
Individual Sign	$50.00	$51.50
ENVIRONMENTAL REVIEW (1 review)		
Environmental Impact Report [5] (EIR) [3]	Initial 50% deposit of the cost	Initial 50% deposit of the cost
Negative Declaration [5] (Initial Study) [3]	Initial 50% deposit of the cost	Initial 50% deposit of the cost
Environmental Enhancement Fund	$2.50/sq. ft	$2.50/sq. ft
Categorical Exemption (per CEQA)	$350.00	$359.50
Note: external agency filing fees are not included and are additional		
LEGISLATIVE AMENDMENTS (1 review)		
General Plan Amendment [3]	$2,800.00	$2,875.50
Zoning Amendment [3]	$1,575.00	$1,617.50
Specific Plan Approval or Amendment [3]	$2,100.00	$2,156.50
Local Coastal Plan (LCP) Amendment [3]	$2,100.00	$2,156.50
MISCELLANOUS FEES		

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Short Term Rental Application	$319.00	$327.50
Short Term Rental Renewal Application	$98.00	$100.50
Preliminary Project Review (Prior to submittal – 1 hour)	$175.00	$179.50
Planning fee for any item not specifically identified (per hour)	$87.00	$89.50
Parking Permit (One per vehicle/year)	$250.00	$257
Parking in Lieu fee (annually, per space)	$500	$1,394
Tree Removal Permit (per tree)	$50.00	$51.50

POLICE DEPARTMENT

ADMINISTRATION FEES		
Credit Card Processing Fee	3.5% plus $.15 per transaction	3.5% plus $.15 per transaction
Copy of Police Report	$10.00	$10.50
Citation Correction (non-SCPD)	$10.00	$10.50
Dog License	$5.00	$5.00
Vehicle Release	$95.00	$97.50

ENGINEERING AND PUBLIC WORKS DEPARTMENT

PLAN CHECK (2 reviews)		
Plan Check for Public or Private Site Improvements [6]	$100.00 plus 2% of improvement cost (Min. fee shall be $500)	$103.00 plus 2% of improvement cost (Min. fee shall be $500)
Additional plan review required by changes, additions or revisions to approved plans per hour (1/2-hour min.)	$105.00	$108.00
STORMWATER PLAN CHECK (2 reviews)		
Pre-review Meeting	$105.00	$108.00
Small Project (2,500-5,000 sq-ft) [6]	$220.00	$226.00
Medium Project (5,000-15,000 sq-ft) [6]	$1,680.00	$1,725.50
Large Project (> 15,000 sq-ft) [6]	$3,360.00	$3,450.50
Storm Water Pollution Prevention Plan (SWPPP) Review [6]	$630.00	$647.00
INSPECTION OF PUBLIC OR PRIVATE SITE IMPROVEMENTS		
Cost of improvement up to $100,000	5% of improvement cost	5% of improvement cost
Cost of improvement from $100,001 to $200,000	4% of improvement cost	4% of improvement cost
Cost of improvement over $200,000	3% of improvement cost	3% of improvement cost
Inspections outside of normal business hours (per hour)	$210.00	$215.50
Reinspection fee (per inspection)	$105.00	$108.00

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Inspection for which no fee is specifically indicated per hour (1/2-hour min.)	$105.00	$108.00
MAPS (2 reviews)		
Minor Subdivision (1-4 lots) – Tentative Parcel Map	$300.00	$308.00
Major Subdivision (5-10 lots) – Tentative Map [6]	$900 + $300 per lot after 10 lots	$924.50 + $308.00 per lot after 10 lots
Final Parcel Map (1-4 lots) [6]	$1,350.00	$1,386.50
Final Tract Map (5-10 lots) [6]	$1,650.00 + $300 per lot after 10 lots	$1,694.50 + $308.00 per lot after 10 lots
Voluntary Lot Merger	$500.00 and $300.00 per additional review.	$513.50 and $308.00 per each additional review.
Certificate of Compliance	$500.00 and $300.00 per additional review.	$513.50 and $308.00 per each additional review.
Lot Line Adjustment (Max. up to 4 parcels may be adjusted)	$900.00 for 2 parcels + recording fees, $300 per parcel beyond 2 parcels, $150 per additional review.	$924.50 for 2 parcels + recording fees, $308.00 per parcel beyond 2 parcels, $154.00 per each additional review.
ENCROACHMENT PERMIT		
Encroachment Permit	$435.00	$475 Minimum fee at time of application. Additional fees or reimbursement agreement determined by city.

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

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

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

[1] Fees are minimum and are based on 2-hours inspection at $59.50/Hour (Inspector) plus 1 hour at $35.00/hour (Building Tech). Additional hours may be charged.

[2] Fees are minimums and are based on 2-hours at $59.50/Hour (Inspector) 1-Hour at $82.00/Hour (Plan Review) 1-hour $35.00/Hour (Building Tech). Additional hours may be charged.

[3] Applications requiring more than one round of review or an extensive first review due to the complexity of the project may be subject to a City Cost Reimbursement Agreement for additional staff time.

[4] Projects over $1,000,000 in valuation shall be subject to a City Cost Reimbursement Agreement for additional staff time.

[5] 50% deposit of the cost upon application submittal.

[6] Applications requiring more than two reviews may be subject to a City Cost Reimbursement Agreement for additional staff time.

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