



CITY COUNCIL REGULAR MEETING

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

TUESDAY, OCTOBER 21, 2025

5:30 PM

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

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

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

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

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

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

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.

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 Minutes for July 15, 2025 and September 30, 2025
[Draft Minutes](#)

- 5B. Approve a Resolution Honoring the City of Marina on its 50th Anniversary
[Mayor's Memo](#)
[Resolution](#)

- 5C. Approve a Resolution Amending a Professional Services Agreement with Polaris Land Surveying, Inc. in an Amount not to Exceed \$50,000.
[Staff Report](#)
[Resolution](#)
[Amendment](#)
[Original Agreement](#)

- 5D. Approve a Resolution Delegating Authority to the City Manager for Executing Cal Trans Documents for the Multi-Use Bike Trail Project Grant Funding
[Staff Report](#)
[Resolution](#)

- 5E. Authorize the City Manager to Execute an Agreement for Participation in the See Monterey Destination Marketing Organization Through Monterey County's Jurisdiction Investment Partnership (JIP)
[Staff Report](#)
[Proposal from See Monterey](#)

- 5F. Acceptance of City/Successor Agency Financial Report from August 2025
[Staff Report](#)

[Sand City Cash Receipt Report](#)
[Sand City Check Report](#)
[Sand City Successor Agency Revenue Report](#)

- 5G. Acceptance of City/Successor Agency Financial Report from September 2025
[Staff Report](#)
[Sand City Cash Receipt Report](#)
[Sand City Check Report](#)
[Sand City Successor Agency Revenue Report](#)
[Sand City Successor Agency Check Report](#)

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

- 7A. Receive Central Coast Community Energy (3CE) Annual Update
[3CE Annual Update Presentation](#)

8. PUBLIC HEARING

- 8A. First Reading of an Ordinance Amending Title 15 of the Sand City Municipal Code Regarding the Adoption of Building and Related International Codes ***This item is continued to November 4, 2025.***

9. NEW BUSINESS

- 9A. Annual Military Equipment and Use Update Report
[Staff Report](#)
[Ordinance, SC 13.07](#)
[Policy, SCPD Policy 706](#)
[Policy, SCPD Policy 706, SCPD Equip Owned Oper](#)
- 9B. Approve a Resolution Approving a Professional Service Agreement with Nadja De Maeseneer to Provide Event Coordination Services for the West End Celebration, in an Amount not to Exceed \$95,000, and Authorizing the City Manager to Execute said Agreement
[Staff Report](#)
[Draft Professional Services Agreement](#)
[Exhibit A West End Coordination Proposal](#)
[Exhibit B Compensation Schedule](#)
[Resolution](#)

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
Minutes for July 15, 2025 and September
30, 2025**

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

City Council Regular Meeting - Tuesday, July 15, 2025 5:30 PM

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

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

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Planning Services Esme Wahl
Police Administrative Analyst Laura Morales
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Councilmember Diaz led the Pledge of Allegiance.

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

Mayor Carbone outlined her Mayor's report for June and reminded Councilmembers to attend meetings for the boards on which they serve or notify an alternate to attend in their absence. Mayor Carbone also mentioned an upcoming Meals on Wheels event and information from PG&E regarding assistance with bill payment.

City Manager Vibeke Norgaard noted the completion of road striping on Tioga and Sand Dunes by Public Works and City Engineers and the hiring of the new City Planner, Nick McIlroy, who will be starting August 11, 2025. City Manager Vibeke Norgaard also mentioned the South of Tioga project anticipated opening of January 13, 2026, advertising for the West End Celebration beginning July 22 with MST and the Monterey County Weekly, and an orientation meeting for prospective cannabis license applicants on July 17, 2025. City Manager Vibeke Norgaard reported that the Stormwater Improvement Project plan is 100% finished, and the City Engineer is working with a grant writer to obtain funding for construction.

City Attorney Adam Lindgren announced AB 130 and SB 131 were signed into law, streamlining CEQA efforts, and he anticipates receiving more information at the League of California Cities conference, as well as the Special Districts conference.

4. COMMUNICATIONS

No public comment received.

5. CONSENT CALENDAR

No public comment received.

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

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 Minutes for March 11, 2025, and the Regular Meeting Minutes for June 3, 2025.

5B. Approved Resolution SC 25-37 authorizing the City Manager to execute a professional service agreement with California Consulting at a cost not to exceed \$55,000 to perform grant related services.

5C. Accepted the City/Successor Agency Financial Report from May.

5D. Accepted the City/Successor Agency Financial Report from June.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. PRESENTATION

None.

8. PUBLIC HEARING

8A. First Reading of an Ordinance Amending the Sand City Municipal Code, Title 17 - Subdivisions and Title 18 - Zoning to Implement Goals, Policies, and Programs Contained in the City of Sand City 2023-2031 Sixth Cycle Housing Element ***This item will be continued to August 19, 2025.***

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted to continue Item 8A to the August 19, 2025, Regular Meeting of the City Council.

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.

9. NEW BUSINESS

- 9A. Approve a Resolution Approving the Proposal for Park Partnership Allowing the City to File a Proposal for an Operating Agreement with State Parks for the Sand City Coastal Trail.

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approved Resolution SC 25-38 approving the proposal for park partnership allowing the City to file a proposal for an operating agreement with State Parks for the Sand City Coastal Trail.

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 Authorizing the City Manager to Take the Necessary Steps to Develop the Art Park Site (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000).

Public comment received from Brian Clark and Kim Scudder.

Upon motion by Mayor Carbone and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted to approved Resolution SC 25-39 authorizing the City Manager to take the necessary steps to develop the Art Park site (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000, and 011-196-023-000).

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.

- 9C. Approve the Solicitation of Request for Proposals (RFP) for the Multiuse Bike Trail Final Design.

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve the solicitation of Request for Proposals (RFP) for the Multiuse Bike Trail final design.

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.

- 9D. Approve a Resolution Approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule.

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-40 approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule.

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 Sofer mentioned sitting on the board for In Home Support Services of Monterey County, and their need for additional board members. Mayor Carbone mentioned a California Coastal Beach clean-up happening on September 20, 2025.

11. ADJOURNMENT

Mayor Carbone adjourned the meeting at 6:47 PM.

Kerry Lindstrom, City Clerk

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

City Council Special Meeting - Tuesday, September 30, 2025, 2:00 PM

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

Mayor Carbone called the meeting to order at 2:00 PM.

1. ROLL CALL

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

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Engineering Services Leon Gomez
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Vice Mayor Blackwelder led the Pledge of Allegiance.

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

No announcements made.

4. COMMUNICATIONS

No public comment received.

5. CONSENT CALENDAR

No public comment received.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Diaz, the Council voted 5-0 to approve the Consent Calendar.

5A. Approved Mayor's signature on letters to the Governor requesting a signature or veto on Cal Cities Priority Bills.

5B. Approved Resolution SC 25-54 rescinding and replacing Resolution SC 25-51 authorizing a cost-sharing memorandum of understanding for support for franchise collection planning between ReGen Monterey and its member agencies.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. NEW BUSINESS

- 7A. Approve a Resolution Accepting Funds from the Mid-Cycle Regional Surface Transportation Program Administered by the Transportation Agency for Monterey County to Support the West End Stormwater Improvement Project on Contra Costa Street and Catalina Street

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, the Council voted 5-0 to approve Resolution SC 25-55 accepting funds from the Mid-Cycle Regional Surface Transportation Program administered by the Transportation Agency for Monterey County to support the West End Stormwater Improvement Project on Contra Cost Street and Catalina Street.

- 7B. Approve a Resolution Authorizing the City Manager to Enter into a Professional Service Agreement with Pavement Engineering Inc. at an amount not to exceed \$28,735

No public comment received.

Upon motion by Councilmember Sofer and seconded by Vice Mayor Blackwelder, the Council voted 5-0 to approve Resolution SC 25-56 authorizing the City Manager to enter into a professional service agreement with Pavement Engineering Inc. at an amount not to exceed \$28,735.

8. CLOSED SESSION

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

No public comment received.

- 8A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957.
Title: City Manager

- 8B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Government Code Section 54957.1.

City Attorney Adam Lindgren reported that the Council received information and had discussion. No reportable action was taken.

9. ADJOURNMENT

Mayor Carbone adjourned the meeting at 4:20 PM.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5B.**

**Approve a Resolution Honoring the City of
Marina on its 50th Anniversary**



Memo

To: City Council of Sand City
From: Mary Ann Carbone, Mayor
Date: October 21, 2025
Re: City of Marina 50th Anniversary Resolution

Attached is a resolution from Mayor Carbone requesting the City Council's full support. After reviewing this request, the following is recommended:

Approve a resolution honoring the City of Marina on its 50th anniversary.

If any Councilmember wants to discuss this item, it should be pulled from the consent calendar for discussion with the full Council.

**CITY OF SAND CITY
RESOLUTION SC 25-____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING THE CITY OF
MARINA ON ITS 50TH ANNIVERSARY**

WHEREAS, the City of Marina was incorporated on November 13, 1975, becoming Monterey County's newest municipality, built upon a legacy of diverse cultures, military service, and a strong sense of community; and

WHEREAS, the City of Marina was founded with a vision to create and embrace opportunity, value natural beauty, foster community spirit, and today continues to thrive as a home to residents, businesses, military families, students, and visitors; and

WHEREAS, over the past 50 years, the City of Marina has grown from a modest coastal town to a dynamic municipality recognized for its innovative planning, sustainable growth, and commitment to environmental stewardship, economic vitality, and quality of life; and

WHEREAS, the City of Marina has benefitted from the rich cultural contributions of its residents, whose diverse backgrounds, traditions, and talents have shaped Marina into a welcoming and inclusive community; and

WHEREAS, the City of Marina's history is deeply intertwined with the former Fort Ord military installation, and the city continues to honor that legacy through its commitment to veterans, its stewardship of Fort Ord lands, and its transformation of former military property into thriving residential, educational, and recreational spaces; and

WHEREAS, the City of Marina has earned recognition as a forward-thinking city that invests in infrastructure, parks, housing, and services that benefit future generations, while honoring its past and preserving its small-town character; and

WHEREAS, the City of Marina celebrates its 50th Anniversary in 2025, the City of Sand City recognizes the city's rich history, significant achievements, and ongoing contributions to the quality of life for residents throughout the region; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby recognize and congratulate the City of Marina on the occasion of its 50th Anniversary, commending its leaders, residents, and community partners for five decades of service, innovation, and stewardship, and extends best wishes for continued prosperity in the decades ahead.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5C.**

**Approve a Resolution Amending a
Professional Services Agreement with
Polaris Land Surveying, Inc. in an Amount
not to Exceed \$50,000.**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager
SUBJECT: Amendment to the Professional Services Agreement with Polaris Land Surveying Inc.
DATE: October 21, 2025

BACKGROUND/DISCUSSION:

On August 15, 2023, the City Council approved a professional Services Agreement with Polaris Land Surveying Inc., to provide land surveying services for various projects at the request of the City. Lynn Kovack, President of Polaris Land Surveying Inc., is a licensed professional land surveyor and has been providing high quality land surveying services to the City of Sand City since 1999.

On June 3, 2025, Council approved the five-year Capital Improvement Plan that included multiple streets projects. To complete the street improvements, additional land surveying services are needed. Staff is recommending an additional \$20,000 for land surveying and mapping services for street projects which will increase the total not to exceed amount to \$50,000. Staff is also recommending extending the contract to December 31, 2026.

CEQA:

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

FISCAL IMPACT:

The FY 25/26 budget includes \$15,000 for Polaris land surveying services. If the amendment is approved, staff will increase the engineering (account 10-5300-702) budget during the mid-year budget review process which will be brought to City Council for approval.

RECOMMENDATION:

Approve the attached amendment to the Professional Service Agreement and authorize the City Manager to execute in substantially the same form as attached.

ATTACHMENTS:

1. Resolution
2. Amendment

3. Original Agreement

**CITY OF SAND CITY
RESOLUTION SC 25-____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING A
PROFESSIONAL SERVICES AGREEMENT WITH POLARIS LAND SURVEYING, INC.
IN AN AMOUNT NOT TO EXCEED \$50,000.**

WHEREAS, on August 15, 2023, the City entered into a three-year professional services agreement with Polaris Land Surveying, Inc., to provide land surveying services for the City of Sand City; and

WHEREAS, Polaris Land Surveying, Inc. has provided highly qualified surveying services to the City of Sand City since 1999, and Ms. Lynn Kovach has served as a professional licensed land surveyor under the direction of the City Engineer and is qualified to continue to provide surveying services to the City of Sand City; and

WHEREAS, City staff has determined that additional land surveying services will be needed for street maintenance and rehabilitation projects at an amount not to exceed \$50,000; and

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

1. The City Manager to execute the attached amendment to the professional services agreement with Polaris Land Surveying Inc., in substantially the same form as the attached for an amount not to exceed \$50,000.
2. The term of the professional Services agreement will be extended to December 31, 2026.
3. Polaris Land Surveying, Inc., will maintain a current Sand City Business License throughout the term of the service agreement.

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 THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF SAND CITY AND POLARIS
LAND SURVEYING, INC.**

WHEREAS, the Parties desire to amend the terms of the PSA.

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

Section 2. TERM. "Term" is hereby amended as follows:

The term of this Agreement shall be on the date first noted above and shall end on December 31, 2026. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is terminated or extended, as provided for in Section 10. The time provided to Professional to complete the service required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for Section 11.

Section 4. COMPENSATION. Compensation is hereby amended as follows:

City hereby agrees to pay Professional a sum not to exceed fifty thousand dollars (\$50,000), notwithstanding and contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

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

CITY
City of Sand City

CONSULTANT
Polaris Land Surveying, Inc

By: _____
Vibeke Norgaard
City Manager

By: _____
Lynn Kovack
President

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAND CITY AND POLARIS LAND SURVEYING, Inc.
(Professional)**

THIS AGREEMENT for consulting services is made by and between the City of Sand City, a California municipal corporation ("City"), and Polaris Land Surveying, Inc., a California Corporation ("Professional") as of August 17, 2023.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2026. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 10. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. STANDARD OF PERFORMANCE.

- 3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.
- 3.2 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

Section 4. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed thirty thousand dollars (\$30,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 4.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 4.4 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 4.5 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 4.6 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 5. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Section 6. INSURANCE REQUIREMENTS. Professional shall comply with the insurance requirements contained in Exhibit C and shall procure, at its own cost and expense all insurance coverages listed in Exhibit C before beginning any work under this Agreement.

Section 7. INDEMNIFICATION.

- 7.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the

California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

7.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

7.3 Design Professional. Notwithstanding Section 8.1 and 8.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 8. STATUS OF PROFESSIONAL.

8.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of the City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

- 8.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 9. LEGAL REQUIREMENTS.

- 9.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 9.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 9.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 9.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain a valid Business License from City during the term of this Agreement.
- 9.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby. Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10. TERMINATION AND MODIFICATION.

- 10.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.
- 10.2. Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 10.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 10.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 10.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 10.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 10.6.1** Immediately terminate the Agreement;
 - 10.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 10.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

- 10.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 4 if Professional had completed the work.

Section 11. KEEPING AND STATUS OF RECORDS.

- 11.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 11.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 11.3 Inspection and Audit of Records.** Any records or documents that Section 11.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

Section 12 MISCELLANEOUS PROVISIONS.

- 12.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 12.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Central District of California.

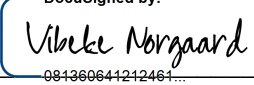
- 12.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 12.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 12.6 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 12.7 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 12.8 Contract Administration.** This Agreement shall be administered by City Manager of Sand City ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 12.9 Notices.** Any written notice to Professional shall be sent to:
Lynn Kovach, Polaris Land Surveying, Inc.,
P.O. Box 1378,
Carmel Valley, CA 93924

Any written notice to City shall be sent to:
Attention City Manager, 1 Pendergrass Way, Sand City, CA 93955

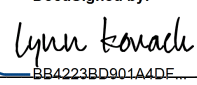
- 12.10 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 12.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the compensation schedule attached hereto and incorporated herein as Exhibit B, and the insurance requirements attached hereto and incorporated herein as Exhibit C represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 12.12 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

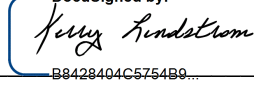
CITY OF SAND CITY

DocuSigned by:

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Vibeke Norgaard, City Manager
Date: 8/31/2023

PROFESSIONAL

DocuSigned by:
 president
BB4223BD901A4DE...
[NAME, TITLE]
Date: 8/21/2023

Attest:

DocuSigned by:

B8428404C5754B9...
Kerry Lindstrom, City Clerk
Date: 9/1/2023

Approved as to Form:

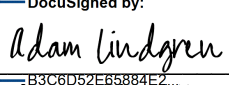
DocuSigned by:

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Adam Lindgren, City Attorney
Date: 8/21/2023

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Polaris Land Surveying, Inc. proposes to provide the services generally described in this Scope of Work. To provide these services, Polaris will draw on the experience gained in working with other public agencies and private developers. When undertaking each work assignment, the project requirements will first be evaluated by the Principal Land Surveyor. The Principal Land Surveyor will determine how to accomplish the work and produce the required product efficiently. The work approach will be reviewed with the City Manager before initiating the project assignment.

The scope of work for this contract will vary as need arises and will be at the discretion of the City. CONCSULTANT will provide surveying services for various projects at the request of City Staff or at the request of the City Engineer. Survey requests may be, but not limited to, topographic surveys, construction staking, property line surveys, easement surveys, and manhole invert surveys. Survey data may be provided directly to City Staff or to a separate design consultant. Construction staking requests may be needed within a 48-hour notification. Surveying may be needed in difficult terrain. The main categories of work will include:

Surveys

- Review Tentative Maps and Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
- Check subdivision and parcel maps for compliance with State Subdivisions Map Act requirements. Stamp & sign subdivision maps, parcel maps, lot line adjustments, and other documents as necessary, as City Surveyor.
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys for improvement projects
- Establish and adjust benchmarks
- Establish and monument street center lines
- Traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features
- Perform research and survey work related to property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Do all survey related and some engineering related computations and drawings using traditional methods and/or using computer methods currently available within the City
- Prepare and interpret deeds and descriptions
- Develop legal descriptions and plat maps

- Other survey-related tasks as necessary

G. Plan Checking (Public and Private Construction)

1. Participate in City's staff meetings, as requested, either in Sand City, or by telephone conference call.
2. Prepare reports to the City Manager and City Council.
3. Coordinate with and assist the City's Planning Department, Public Works Department, other City Departments, and other contract consultants.
4. Assist in preparing Staff Reports and Ordinances for consideration by the City Manager and City Council, as requested.

J. Sub-Consultants:

1. When the services of other consultants or experts are required, such as surveying, architectural, geotechnical, structural, electrical or other engineering and public works services, Polaris Land Surveying, Inc. will obtain proposals for said work and arrange for these services on a sub-consultant basis, up to a maximum cost of \$20,000 with approval of the City Manager. The fee for these services will be 5% based on the consultant's invoice.

If the sub-consultant costs exceed \$20,000, then approval of the City Council will be required or a separate contract arranged directly with the City.

K. Fee Schedule:

1. The attached Exhibit C - Fee Schedule will be used in the provision of the above land surveying services. These fees may be adjusted periodically based on the adjusted change of the Consumer Price Index and/or proposed new fee schedule as submitted by the Consultant. Any new fee schedule will be subject to review and approval by the City Council. Any specialized fee that is not listed on the attached Fee Schedule shall be subject to negotiation and agreement between the parties.

EXHIBIT B

POLARIS LAND SURVEYING, INC.
FEE SCHEDULE

City of Sand City – City Surveying Services
FY 2023/2024

EXHIBIT B
COMPENSATION SCHEDULE

POLARIS LAND SURVEYING, INC.**FEE SCHEDULE – CITY OF SAND CITY**

Position/Title	Hourly Rate	
		2023 & 2024
Principal/Owner		\$170.00
Expert Witness (Court testimony, deposition, preparation time)		\$475.00
Project Manager		\$160.00
Project Surveyor		\$150.00
Survey/GIS Technician		\$130.00
CAD Technician		\$90.00
Clerical		\$45.00
Field Survey Crew (1 or 2 person)		\$275.00
Field GPS Survey Crew (1 or 2 person)		\$275.00
Fee increases in subsequent years will be 5%, unless otherwise agreed.		

Reimbursable Items to be Billed	Estimated Cost Bills	
	Total Cost	% of Markup Calculated
Specialty printing	Actual cost /page	5%
Travel Reimbursables-Lodging, Gas, Meals (over 120 miles of travel)	Standard per diem rates	

EXHIBIT C

Insurance Requirements

Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

- 2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. **Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4. **All Policies Requirements.**

- 4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 5. Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

**AGENDA ITEM
5D.**

**Approve a Resolution Delegating
Authority to the City Manager for
Executing Cal Trans Documents for the
Multi-Use Bike Trail Project Grant Funding**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Nicholas McIlroy, AIP, Planning Manager
SUBJECT: Delegate Authority to the City Manager to Execute Caltrans Documents for the Multi-use Bike Trail Project Grant Funding
DATE: October 21, 2025

BACKGROUND/DISCUSSION:

On May 8th, 2024, the Association of Monterey Bay Governments (AMBAG) approved grant funding in the amount of \$1,960,000 from the California Department of Transportation (Caltrans).

On June 17, 2025, the City Council of Sand City approved a resolution approving the Sand City multi-use trail segment of the Monterey Bay Coastal Recreation Trail.

On July 15, 2025, the City Council of Sand City approved the Solicitation of Request for Proposals (RFP) for the multi-use bike trail final design.

To receive and expend the grant funding, the City Manager or their designee must execute various agreements with Caltrans, including Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, Project Certifications, and/or Fund Transfer Agreements. These agreements must be in place before the City can claim the grant funds.

CEQA:

This action does not constitute a “project” as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT:

There is no fiscal impact with this item. The \$1,960,000 in grant funding has already been awarded by the Association of Monterey Bay Governments (AMBAG) to the City of Sand City.

RECOMMENDATION:

It is recommended that the City Council adopt the resolution delegating authority to the City Manager or their designee to execute all necessary Caltrans and related documents associated with the multi-use bike trail transportation project grant funding.

ATTACHMENTS:

1. Resolution

**CITY OF SAND CITY
RESOLUTION SC 25-____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY DELEGATING AUTHORITY TO
THE CITY MANAGER FOR EXECUTING CALTRANS DOCUMENTS FOR THE MULTI-USE
BIKE TRAIL PROJECT GRANT FUNDING**

WHEREAS, on May 8th, 2024, the Association of Monterey Bay Governments (AMBAG) approved grant funding in the amount of \$1,960,000 from the California Department of Transportation (Caltrans);

WHEREAS, on June 17, 2025, the Sand City City Council approved a resolution approving the Sand City multi-use trail segment of the Monterey Bay Coastal Recreation Trail;

WHEREAS, on July 15, 2025, the Sand City City Council approved the Solicitation of Request for Proposals (RFP) for the Multi-use Bike Trail Final Design;

WHEREAS, the City of Sand City is eligible to receive federal and/or state funding for the multi-use bike trail project through Caltrans;

WHEREAS, Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right of Way Certifications, Fund Exchange Agreements, Project Certifications and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be claimed;

WHEREAS, The City of Sand City wishes to delegate authorization to execute these agreements, certifications and any amendments thereto to the City Manager or their designee; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve that the City Manager or their designee to execute all Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right of Way Certifications, Fund Exchange Agreements, Project Certifications and/or Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of Sand City this 21st, day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5E.**

**Authorize the City Manager to Execute an
Agreement for Participation in the See
Monterey Destination Marketing
Organization Through Monterey County's
Jurisdiction Investment Partnership (JIP)**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: See Monterey Destination Marketing Proposal
DATE: October 21, 2025

BACKGROUND/DISCUSSION: On September 16, 2025, the Council directed the City Manager to take the necessary steps to join the See Monterey Destination Marketing Organization for Monterey County's Jurisdiction Investment Partnership (JIP). See Monterey's CEO, Rob O'Keefe, presented an overview of the organization to the City Council on June 3, 2025, and answered questions at the September 16, 2025 meeting.

In summary, See Monterey performs sales and marketing activities to increase tourism to its member jurisdictions and increase sales of hotel rooms. 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 requested that Sand City join the JIP. Mr. O'Keefe forwarded the attached proposal (**Exh. 1**).

The proposal sets forth the benefits that the City will receive from membership in the JIP as a partner jurisdiction. The term would be for half of fiscal year 25-26 and the entire fiscal year 26-27. The City's contribution will be set at \$15,471 in FY25-26, and \$31,000 for the full fiscal year 26-27. This amount is based on a projected 3% of the City's TOT collection. See Monterey has agreed to fix the amount rather than adjust it based on actual TOT collection. The City will receive a bi-annual investment report which the City Manager will review and will re-evaluate membership at the end of FY 26-27.

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 \$31,000 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.

RECOMMENDATION:

It is recommended that the Council authorize the City Manager to execute the agreement in the form of the proposal attached as Exhibit 1.

ATTACHMENTS:

1. Proposal from See Monterey



October 1, 2025

RE: Jurisdiction Investment Partnership (JIP)

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

Dear Vibeke,

Following your recent City Council discussion on a Jurisdiction Investment Partnership with See Monterey, I wanted to confirm the details of the agreement as outlined. See Monterey's role is to grow Sand City's tourism economy—generating increased TOT and sales tax—by pooling your investment with contributions from cities across Monterey County as well as the County itself.

As part of this JIP, Sand City will receive the following benefits and deliverables:

Sales & Marketing – Include Sand City in See Monterey's marketing programs—paid advertising, PR, and social media—positioning the city as an integral part of the Monterey County experience. This will highlight its coastal location, recreation, and local businesses to inspire longer stays, increased visitor spending, and local job growth. Sand City will also be included in our robust meetings and conference sales efforts to drive midweek and off-peak visitation.

Free Membership – Provide complimentary membership to tourism-related businesses in Sand City, offering access to See Monterey's promotional programs and marketing tools.

Responsible & Sustainable Travel – Continue and expand promotion of responsible, respectful visitation in and around Sand City, aligned with broader destination stewardship efforts.

Public Relations & Social Media – Feature Sand City in targeted press releases and earned media efforts and collaborate with the City's team to identify storylines that attract journalist and influencer interest.

Financial, Data Analytics & Research – Collaborate with the City and its on tourism-related data and insights to support strategic planning, business development initiatives, and long-term forecasting.

Board Representation – as a partner jurisdiction, Sand City will hold a dedicated seat on See Monterey's Board of Directors, ensuring its interests are represented in regional tourism strategy and governance.



The proposed agreement establishes the following terms for Sand City's partnership with See Monterey:

- **Term:** Covers the latter half of FY25/26 and all of FY26/27, with subsequent agreements to be renewed annually.
- **Start Date:** Begins January 2026, or as soon as the City starts collecting hotel Transient Occupancy Tax (TOT) from the dual-branded hotel.
- **Contribution:** Set at 3% of TOT collections.
- **Projections:** Estimated at \$15,471 for FY25/26 (based on projected TOT of \$515,707) and approximately \$31,000 for FY26/27 (*pending Offset Provision*).
- **Payment Schedule:** Preferably based on actual collections, arranged monthly or bimonthly.
- **Offset Provision:** Recognized and accepted—limiting the 3% contribution to TOT collections up to \$1,060,000, with resumption if/when collections exceed \$1,683,000.
- **Reporting:** Sand City will receive twice annual Investment ROI reports – mid-year and after the completion of the fiscal year.

Sand City's Jurisdiction Investment Partnership is leveraged with and amplified by the investments from nine other jurisdictions and the Monterey County Tourism Improvement District assessment from the hotel community. Together we can compete for hospitality market share and ensure that the tourism industry in Sand City and beyond remains strong and sustainable.

Sincerely,

Rob O'Keefe
President and CEO

By their signatures below, the parties agree to and accept the foregoing terms.

Dated: October 1, 2025

Rob O'Keefe, President & CEO, See Monterey

Dated:

Ms. Vibeke Norgaard, City Manager, Sand City

**AGENDA ITEM
5F.**

**Acceptance of City/Successor Agency
Financial Report from August 2025**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: August 2025 Financial Report
DATE: October 21, 2025

BACKGROUND/DISCUSSION:

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

A. City of Sand City Reports

- a. Cash Receipt Report, August 2025 (Attachment 1)
Revenue total - **\$99,696**
- b. Check Report, August 2025 (Attachment 2)
Expenditure total - **\$386,941**

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

- a. Revenue Report, August 2025 (Attachment 3)
Revenue total - **\$4,068**
- b. Check Report, August 2025
Expenditures total - **\$0**

Transfers

Listed below are transfers from one bank account to another and should not be considered as revenue or expenditure.

Date	Source	Amount	Description
8/28/2025	Transfer	\$500,000	Transfer from money market account to public checking account for Accounts Payable.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 8/1/2025 - 8/31/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Amount
TOT01	R00000836	8/8/2025 12:00:00 AM	TOT Tax	1,415.04
WEST	R00000837	8/8/2025 12:00:00 AM	West End Revenue	2,500.00
WEST	R00000838	8/8/2025 12:00:00 AM	West End Revenue	5,000.00
REN01	R00000839	8/8/2025 12:00:00 AM	Rental Income	2,000.00
2103	R00000840	8/8/2025 12:00:00 AM	Gas Tax 2103	307.94
2105	R00000840	8/8/2025 12:00:00 AM	Gas Tax -2105 31	184.17
2106	R00000840	8/8/2025 12:00:00 AM	Gas Tax 2106 32	482.42
2107	R00000840	8/8/2025 12:00:00 AM	Gax Tax- 2107 33	250.96
21075	R00000840	8/8/2025 12:00:00 AM	Gas Tax 2107.5 34	1,000.00
UUT	R00000841	8/8/2025 12:00:00 AM	Utility Users Tax	486.99
UUT	R00000842	8/8/2025 12:00:00 AM	Utility Users Tax	134.88
UUT	R00000843	8/8/2025 12:00:00 AM	Utility Users Tax	238.88
MSTSF	R00000844	8/8/2025 12:00:00 AM	MST SURF Project Reimbursement	39,108.95
COA02	R00000845	8/8/2025 12:00:00 AM	Coastal Conservancy Grant	22,376.69
TAMCX	R00000849	8/8/2025 12:00:00 AM	TAMC Measure X for Streets	11,340.01
REAP1	R00000850	8/8/2025 12:00:00 AM	REAP Project	12,428.58
PAR02	R00000857	8/14/2025 12:00:00 AM	Sand City Parking	40.00
WEST	R00000860	8/28/2025 12:00:00 AM	West End Revenue	400.00
Total Cash Receipts				<u>99,695.51</u>



City of Sand City

Check Report

By Check Number

Date Range: 08/01/2025 - 08/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
esc02	Event Santa Cruz	08/01/2025	Regular	0.00	4,590.00	40822
BOY01	Boyds Asphalt Services	08/01/2025	Regular	0.00	9,925.00	40823
HDL02	HDL Companies, LLC.	08/01/2025	Regular	0.00	148.08	40824
MEY01	Meyers Nave, Corporation	08/01/2025	Regular	0.00	2,118.00	40825
USB01	US Bank Corp Payment Systems	08/01/2025	Regular	0.00	5,170.30	40828
PET01	Petty Cash	08/07/2025	Regular	0.00	296.65	40829
A&R01	A & R Plumbing, Inc	08/22/2025	Regular	0.00	270.00	40830
ALT01	Alternator & Starter Exchange, Inc.	08/22/2025	Regular	0.00	870.19	40831
AME04	American Lock & Key	08/22/2025	Regular	0.00	19.67	40832
ATT04	AT&T	08/22/2025	Regular	0.00	105.16	40833
ATT05	AT&T Mobility	08/22/2025	Regular	0.00	1,068.26	40834
CAL01	California American Water	08/22/2025	Regular	0.00	2,112.04	40835
CAL15	California Consulting, Inc	08/22/2025	Regular	0.00	4,500.00	40836
CHA04	California Highway Adoption Co.	08/22/2025	Regular	0.00	700.00	40837
COM11	Comcast	08/22/2025	Regular	0.00	456.96	40838
COR05	Corodata Records Management	08/22/2025	Regular	0.00	61.45	40839
CYP04	Cypress Coast Ford	08/22/2025	Regular	0.00	343.37	40840
DEL04	Dell Marketing L.P. C/O Dell USA L.P.	08/22/2025	Regular	0.00	3,719.57	40841
DCC01	Don Chapin Company	08/22/2025	Regular	0.00	9,322.50	40842
FIR03	First Alarm Security and Patrol, Inc	08/22/2025	Regular	0.00	1,306.53	40843
GRE01	Green Valley Landscape, Inc.	08/22/2025	Regular	0.00	977.71	40844
HDL03	HdL Coren & Cone	08/22/2025	Regular	0.00	1,428.97	40845
HEA001	Health Equity	08/22/2025	Regular	0.00	2,003.82	40846
HOP01	Hope Services	08/22/2025	Regular	0.00	6,792.50	40847
BUS05	Jeff Bushnell	08/22/2025	Regular	0.00	224.14	40848
LEH01	Lehr	08/22/2025	Regular	0.00	140.00	40849
LIN01	Lingo	08/22/2025	Regular	0.00	128.09	40850
MCC04	MCCLEOA	08/22/2025	Regular	0.00	500.00	40851
MOB02	Mobile Modular	08/22/2025	Regular	0.00	610.41	40852
MON09	Monterey Bay Air Resources District	08/22/2025	Regular	0.00	223.80	40853
MBT01	Monterey Bay Technologies, Inc.	08/22/2025	Regular	0.00	2,700.00	40854
MCB01	Monterey County Business Council	08/22/2025	Regular	0.00	50.00	40855
MCW01	Monterey County Weekly	08/22/2025	Regular	0.00	2,162.25	40856
MOW01	Monterey One Water	08/22/2025	Regular	0.00	415.98	40857
MRW02	Monterey Regional Waste Management District	08/22/2025	Regular	0.00	90.83	40858
MON04	Monterey Tire Service, Inc.	08/22/2025	Regular	0.00	39.92	40859
NAP01	Napa Auto Parts	08/22/2025	Regular	0.00	286.04	40860
PGE01	Pacific Gas & Electric	08/22/2025	Regular	0.00	4,078.58	40861
PET01	Petty Cash	08/22/2025	Regular	0.00	109.27	40862
PRI01	Primo Brands	08/22/2025	Regular	0.00	180.03	40863
PAR06	Public Agency Risk Managers Assoc.	08/22/2025	Regular	0.00	300.00	40864
PUB01	Public Storage	08/22/2025	Regular	0.00	363.00	40865
REN01	Rental Depot	08/22/2025	Regular	0.00	23.40	40866
SHA03	Shamrock Office Solutions	08/22/2025	Regular	0.00	234.10	40867
SPC01	SPCA	08/22/2025	Regular	0.00	260.00	40868
STA03	Star Sanitation, LLC	08/22/2025	Regular	0.00	909.20	40869
STU02	Sturdy Oil Company	08/22/2025	Regular	0.00	2,084.18	40870
VER01	Verizon Wireless	08/22/2025	Regular	0.00	64.23	40871
CBS01	California Building Standards Commission	08/28/2025	Regular	0.00	77.00	40872
CAT01	California Towing & Transport	08/28/2025	Regular	0.00	450.00	40873
CLA03	CliftonLarsonAllen, LLP	08/28/2025	Regular	0.00	6,230.00	40874
GHD01	GHD, Inc	08/28/2025	Regular	0.00	19,697.25	40875
HAR06	Harris & Associates, Inc	08/28/2025	Regular	0.00	40,755.00	40876
HIG01	Keith Higgins	08/28/2025	Regular	0.00	6,092.50	40877

Check Report

Date Range: 08/01/2025 - 08/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MEY01	Meyers Nave, Corporation	08/28/2025	Regular	0.00	14,039.00	40878
MBA01	Monterey Bay Area Self Insurance	08/28/2025	Regular	0.00	1,336.50	40879
MON23	Monterey County District Attorney's Office	08/28/2025	Regular	0.00	-122.85	40880
MON23	Monterey County District Attorney's Office	08/28/2025	Regular	0.00	122.85	40880
MOW01	Monterey One Water	08/28/2025	Regular	0.00	483.44	40881
MRW02	Monterey Regional Waste Management District	08/28/2025	Regular	0.00	4,500.00	40882
PEC01	Peckham & McKenney	08/28/2025	Regular	0.00	6,666.68	40883
WHI01	Whitson Engineers	08/28/2025	Regular	0.00	1,254.50	40884
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	1,930.45	DFT0000156
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	3,255.36	DFT0000157
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	3,343.58	DFT0000158
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	7,231.43	DFT0000159
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	7,357.65	DFT0000160
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	54,115.98	DFT0000161
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	6,862.60	DFT0000162
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	888.08	DFT0000163
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	3,818.62	DFT0000164
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	11,582.35	DFT0000165
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	5,698.82	DFT0000166
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	2,884.63	DFT0000167
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	10,232.07	DFT0000168
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	46.00	DFT0000169
PERSRETIREMENT	CalPERS Retirement	08/29/2025	Bank Draft	0.00	-45,206.64	DFT0000170
PERSHEALTH	CalPERS Health	08/29/2025	Bank Draft	0.00	38,587.19	DFT0000171
CAL16	Calpers 457 Plan	08/29/2025	Bank Draft	0.00	22,023.51	DFT0000172
EDD001	Employment Development Dept	08/29/2025	Bank Draft	0.00	20,887.99	DFT0000173
EFTPS	Electronic Federal Tax Payment System	08/29/2025	Bank Draft	0.00	55,335.27	DFT0000174

Bank Code Mechanics - General Summary

	Payable		
Payment Type	Count	Discount	Payment
Regular Checks	100	0.00	176,188.90
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	-122.85
Bank Drafts	19	0.00	210,874.94
EFT's	0	0.00	0.00
	119	0.00	386,940.99



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 8/1/2025 - 8/31/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	8/31/2025	Bank Interest	4,068.28
			Total Cash Receipts	<u>4,068.28</u>

**AGENDA ITEM
5G.**

**Acceptance of City/Successor Agency
Financial Report from September 2025**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: September 2025 Financial Report
DATE: October 21, 2025

BACKGROUND/DISCUSSION:

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

A. City of Sand City Reports

- a. Cash Receipt Report, September 2025 (Attachment 1)
Revenue total - **\$1,445,634**
- b. Check Report, September 2025 (Attachment 2)
Expenditure total - **\$723,389**

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

- a. Revenue Report, September 2025 (Attachment 3)
Revenue total - **\$4,164**
- b. Check Report, September 2025 (Attachment 4)
Expenditures total - **\$721,235**

Transfers

Listed below are transfers from one bank account to another and should not be considered as revenue or expenditure.

Date	Source	Amount	Description

There were no transfers in September 2025.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 9/1/2025 - 9/30/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TRA01	R00000862	9/2/2025 12:00:00 AM	Traffic Safety Fund	113.19
CRI01	R00000862	9/2/2025 12:00:00 AM	Criminal PC1463/City Fines	94.32
POC01	R00000862	9/2/2025 12:00:00 AM	County/Proof of Corr	18.46
P172	R00000862	9/2/2025 12:00:00 AM	1/2 Tax Police/Prop 172	46.29
REV	R00000862	9/2/2025 12:00:00 AM	County/Rev & Recovery	108.37
CAB01	R00000863	9/2/2025 12:00:00 AM	Cable Franchise	1,216.60
STAX	R00000864	9/2/2025 12:00:00 AM	Sales Tax Received	310,774.77
TUT01	R00000865	9/2/2025 12:00:00 AM	Transaction/Use Tax	24.15
TUT01	R00000866	9/2/2025 12:00:00 AM	Transaction/Use Tax	382,635.22
RMRA	R00000867	9/2/2025 12:00:00 AM	Road Maintenance & Rehab	955.75
BL01	R00000868	9/2/2025 12:00:00 AM	Business License	621,500.06
WEST	R00000869	9/2/2025 12:00:00 AM	West End Revenue	240.00
REF02	R00000870	9/2/2025 12:00:00 AM	West End Refundable Fees	100.00
REN01	R00000871	9/2/2025 12:00:00 AM	Rental Income	3,000.00
IRWM	R00000872	9/2/2025 12:00:00 AM	IRWM Grant Reimbursement- Catalina St	913.75
USB01	R00000873	9/2/2025 12:00:00 AM	US Bank Cal Card Rebate	322.02
REN01	R00000874	9/2/2025 12:00:00 AM	Rental Income	1,699.59
PAR02	R00000875	9/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000876	9/2/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000877	9/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000878	9/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000879	9/2/2025 12:00:00 AM	Sand City Parking	40.00
UUT	R00000880	9/2/2025 12:00:00 AM	Utility Users Tax	0.82
UUT	R00000881	9/2/2025 12:00:00 AM	Utility Users Tax	13.03
UUT	R00000882	9/2/2025 12:00:00 AM	Utility Users Tax	715.83
UUT	R00000883	9/2/2025 12:00:00 AM	Utility Users Tax	165.05
UUT	R00000884	9/2/2025 12:00:00 AM	Utility Users Tax	2,019.49
UUT	R00000885	9/2/2025 12:00:00 AM	Utility Users Tax	1,763.12
UUT	R00000886	9/2/2025 12:00:00 AM	Utility Users Tax	52.89
UUT	R00000887	9/2/2025 12:00:00 AM	Utility Users Tax	0.38
UUT	R00000888	9/2/2025 12:00:00 AM	Utility Users Tax	54.38
UUT	R00000890	9/2/2025 12:00:00 AM	Utility Users Tax	14,593.81

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
UUT	R00000891	9/2/2025 12:00:00 AM	Utility Users Tax	172.27
UUT	R00000892	9/2/2025 12:00:00 AM	Utility Users Tax	4,299.41
TOT01	R00000893	9/2/2025 12:00:00 AM	TOT Tax	1,349.14
TOT01	R00000894	9/2/2025 12:00:00 AM	TOT Tax	1,521.05
TOT01	R00000895	9/2/2025 12:00:00 AM	TOT Tax	1,143.74
TOT01	R00000896	9/2/2025 12:00:00 AM	TOT Tax	1,191.60
TOT01	R00000897	9/2/2025 12:00:00 AM	TOT Tax	543.00
TOT01	R00000898	9/2/2025 12:00:00 AM	TOT Tax	553.20
TOT01	R00000899	9/2/2025 12:00:00 AM	TOT Tax	432.00
TOT01	R00000900	9/2/2025 12:00:00 AM	TOT Tax	1,106.91
TOT01	R00000901	9/2/2025 12:00:00 AM	TOT Tax	1,995.36
TOT01	R00000902	9/2/2025 12:00:00 AM	TOT Tax	482.64
WEST	R00000908	9/11/2025 12:00:00 AM	West End Revenue	2,500.00
SOU01	R00000909	9/11/2025 12:00:00 AM	South of Tioga Reimbursements	9,110.70
TOT01	R00000910	9/15/2025 12:00:00 AM	TOT Tax	1,267.80
ENG01	R00000912	9/16/2025 12:00:00 AM	Engineering Fees	435.00
WEST	R00000913	9/16/2025 12:00:00 AM	West End Revenue	120.00
TOT01	R00000914	9/16/2025 12:00:00 AM	TOT Tax	934.64
WEST	R00000915	9/16/2025 12:00:00 AM	West End Revenue	70.00
TOT01	R00000916	9/16/2025 12:00:00 AM	TOT Tax	70.00
ENG01	R00000917	9/16/2025 12:00:00 AM	Engineering Fees	(1,449.16)
MISC	R00000918	9/16/2025 12:00:00 AM	Misc revenue	15.00
ENG01	R00000919	9/16/2025 12:00:00 AM	Engineering Fees	435.00
BUI01	R00000920	9/16/2025 12:00:00 AM	Building Permit 4115	203.00
STR01	R00000920	9/16/2025 12:00:00 AM	Strong Motion Fee	1.30
CBSC	R00000920	9/16/2025 12:00:00 AM	CBSC	1.00
PLA02	R00000920	9/16/2025 12:00:00 AM	Plan Check Fee- Building	131.95
ART01	R00000922	9/16/2025 12:00:00 AM	Art Park Revenue	200.00
REF02	R00000922	9/16/2025 12:00:00 AM	West End Refundable Fees	100.00
BUI01	R00000923	9/16/2025 12:00:00 AM	Building Permit 4115	446.00
STR01	R00000923	9/16/2025 12:00:00 AM	Strong Motion Fee	2.60
CBSC	R00000923	9/16/2025 12:00:00 AM	CBSC	1.00
BUI01	R00000924	9/16/2025 12:00:00 AM	Building Permit 4115	203.00
CBSC	R00000924	9/16/2025 12:00:00 AM	CBSC	1.00
SQU01	R00000925	9/16/2025 12:00:00 AM	Square Fees	2.42
WEST	R00000926	9/16/2025 12:00:00 AM	West End Revenue	863.00
PAR02	R00000927	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000928	9/16/2025 12:00:00 AM	Sand City Parking	40.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
PAR02	R00000929	9/16/2025 12:00:00 AM	Sand City Parking	75.00
PAR02	R00000930	9/16/2025 12:00:00 AM	Sand City Parking	40.00
VEHR	R00000931	9/16/2025 12:00:00 AM	Vehicle Release	95.00
PAR02	R00000932	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000933	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000934	9/16/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000935	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000936	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000937	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000938	9/16/2025 12:00:00 AM	Sand City Parking	40.00
FIN01	R00000939	9/16/2025 12:00:00 AM	City Fines- Public Safety	10.00
PAR02	R00000940	9/16/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000941	9/16/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000943	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000944	9/16/2025 12:00:00 AM	Sand City Parking	40.00
BUI01	R00000945	9/16/2025 12:00:00 AM	Building Permit 4115	1,290.50
STR01	R00000945	9/16/2025 12:00:00 AM	Strong Motion Fee	10.40
CBSC	R00000945	9/16/2025 12:00:00 AM	CBSC	4.00
PAR02	R00000946	9/16/2025 12:00:00 AM	Sand City Parking	40.00
VEHR	R00000947	9/16/2025 12:00:00 AM	Vehicle Release	(95.00)
FIN01	R00000948	9/16/2025 12:00:00 AM	City Fines- Public Safety	10.00
PAR02	R00000949	9/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000950	9/16/2025 12:00:00 AM	Sand City Parking	40.00
SQU01	R00000952	9/16/2025 12:00:00 AM	Square Fees	2.38
TOT01	R00000953	9/17/2025 12:00:00 AM	TOT Tax	1,482.60
TOT01	R00000954	9/17/2025 12:00:00 AM	TOT Tax	1,032.93
TOT01	R00000955	9/17/2025 12:00:00 AM	TOT Tax	456.00
TOT01	R00000956	9/17/2025 12:00:00 AM	TOT Tax	1,287.06
TOT01	R00000957	9/17/2025 12:00:00 AM	TOT Tax	1,902.90
TOT01	R00000958	9/17/2025 12:00:00 AM	TOT Tax	2,178.64
TOT01	R00000959	9/17/2025 12:00:00 AM	TOT Tax	666.00
TOT01	R00000960	9/17/2025 12:00:00 AM	TOT Tax	797.29
UUT	R00000961	9/17/2025 12:00:00 AM	Utility Users Tax	0.69
UUT	R00000962	9/17/2025 12:00:00 AM	Utility Users Tax	61.98
UUT	R00000963	9/17/2025 12:00:00 AM	Utility Users Tax	2,269.01
UUT	R00000964	9/17/2025 12:00:00 AM	Utility Users Tax	49.11
UUT	R00000965	9/17/2025 12:00:00 AM	Utility Users Tax	29.27
ENG01	R00000966	9/17/2025 12:00:00 AM	Engineering Fees	500.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
WEST	R00000967	9/17/2025 12:00:00 AM	West End Revenue	586.90
WEST	R00000968	9/17/2025 12:00:00 AM	West End Revenue	465.00
WEST	R00000969	9/17/2025 12:00:00 AM	West End Revenue	172.50
WEST	R00000970	9/17/2025 12:00:00 AM	West End Revenue	542.00
WEST	R00000971	9/17/2025 12:00:00 AM	West End Revenue	1,780.32
WEST	R00000972	9/17/2025 12:00:00 AM	West End Revenue	88.30
WEST	R00000973	9/17/2025 12:00:00 AM	West End Revenue	154.00
2103	R00000974	9/17/2025 12:00:00 AM	Gas Tax 2103	359.37
2105	R00000974	9/17/2025 12:00:00 AM	Gas Tax -2105 31	195.95
2106	R00000974	9/17/2025 12:00:00 AM	Gas Tax 2106 32	486.92
2107	R00000974	9/17/2025 12:00:00 AM	Gax Tax- 2107 33	223.32
SOU01	R00000975	9/17/2025 12:00:00 AM	South of Tioga Reimbursements	12,622.82
COPS	R00000976	9/17/2025 12:00:00 AM	COPS Grant	8,333.37
MISC	R00000977	9/17/2025 12:00:00 AM	Misc revenue	21,428.11
STRIN	R00000979	9/18/2025 12:00:00 AM	Short Term Rental Inspection Fee	197.00
VLF	R00000980	9/18/2025 12:00:00 AM	Property Tax VLF	579.28
UUT	R00000981	9/18/2025 12:00:00 AM	Utility Users Tax	47.66
WEST	R00000982	9/18/2025 12:00:00 AM	West End Revenue	720.00
TRE01	R00000983	9/18/2025 12:00:00 AM	Tree Removal Permit	50.00
P172	R00000984	9/18/2025 12:00:00 AM	1/2 Tax Police/Prop 172	7,546.00
TRA01	R00000984	9/18/2025 12:00:00 AM	Traffic Safety Fund	52.82
CRI01	R00000984	9/18/2025 12:00:00 AM	Criminal PC1463/City Fines	67.83
POC01	R00000984	9/18/2025 12:00:00 AM	County/Proof of Corr	5.26
P172	R00000984	9/18/2025 12:00:00 AM	1/2 Tax Police/Prop 172	37.41
REV	R00000984	9/18/2025 12:00:00 AM	County/Rev & Recovery	58.89
Total Cash Receipts				<u>1,445,633.70</u>



City of Sand City

Check Report

By Check Number

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
AFL01	Aflac	09/02/2025	Regular	0.00	527.94	40885
CLE01	California Law Enforcement Association	09/02/2025	Regular	0.00	288.00	40886
CSD01	California State Disburse Unit	09/02/2025	Regular	0.00	269.00	40887
HUM02	Humana Insurance Company	09/02/2025	Regular	0.00	4,659.49	40888
SAN01	Sand City Police Officers & Dept. Employees Ass	09/02/2025	Regular	0.00	1,420.00	40889
SUN02	Sun Life Financial	09/02/2025	Regular	0.00	933.92	40890
CIT12	City of Sand City	09/05/2025	Regular	0.00	145,438.34	40891
LOC01	League of California Cities	09/05/2025	Regular	0.00	100.00	40892
PET01	Petty Cash	09/05/2025	Regular	0.00	220.29	40893
4LE01	4Leaf, Inc.	09/11/2025	Regular	0.00	6,682.54	40894
AMA01	Amazon Capital Services, Inc	09/11/2025	Regular	0.00	744.86	40895
AME04	American Lock & Key	09/11/2025	Regular	0.00	103.80	40896
ATT04	AT&T	09/11/2025	Regular	0.00	105.16	40897
ATT03	AT&T	09/11/2025	Regular	0.00	202.53	40898
CAL01	California American Water	09/11/2025	Regular	0.00	2,425.94	40899
CAL15	California Consulting, Inc	09/11/2025	Regular	0.00	4,500.00	40900
COM11	Comcast	09/11/2025	Regular	0.00	567.79	40901
COR05	Corodata Records Management	09/11/2025	Regular	0.00	61.45	40902
COR04	Corodata Shredding, Inc	09/11/2025	Regular	0.00	73.57	40903
HOP02	Dawn Hoppe	09/11/2025	Regular	0.00	120.00	40904
EMC02	EMC Planning Group, Inc.	09/11/2025	Regular	0.00	83,559.11	40905
esc02	Event Santa Cruz	09/11/2025	Regular	0.00	42,408.46	40906
FIR03	First Alarm Security and Patrol, Inc	09/11/2025	Regular	0.00	35.00	40907
HDL02	HDL Companies, LLC.	09/11/2025	Regular	0.00	481.26	40908
HEA001	Health Equity	09/11/2025	Regular	0.00	651.74	40909
HDL04	Hinderliter de Llamas & Associates	09/11/2025	Regular	0.00	300.00	40910
HOM01	Home Depot Credit Service	09/11/2025	Regular	0.00	2,158.59	40911
LCW01	Liebert Cassidy Whitmore	09/11/2025	Regular	0.00	285.00	40912
BLA03	Matthew Blackmon	09/11/2025	Regular	0.00	135.00	40913
mma01	MMANC	09/11/2025	Regular	0.00	95.00	40914
MBT01	Monterey Bay Technologies, Inc.	09/11/2025	Regular	0.00	3,846.58	40915
MCW01	Monterey County Weekly	09/11/2025	Regular	0.00	2,162.38	40916
NAA01	NAACP Monterey County	09/11/2025	Regular	0.00	100.00	40917
PET01	Petty Cash	09/11/2025	Regular	0.00	84.33	40918
PRI01	Primo Brands	09/11/2025	Regular	0.00	98.95	40919
CEB02	Regents of University of California	09/11/2025	Regular	0.00	667.36	40920
REN01	Rental Depot	09/11/2025	Regular	0.00	881.00	40921
SAF02	Safeguard Business Systems	09/11/2025	Regular	0.00	161.70	40922
SDP01	San Diego Police Equipment Co, Inc.	09/11/2025	Regular	0.00	4,131.11	40923
SHA03	Shamrock Office Solutions	09/11/2025	Regular	0.00	125.20	40924
STU02	Sturdy Oil Company	09/11/2025	Regular	0.00	2,217.89	40925
CAN01	Sybil Cano	09/11/2025	Regular	0.00	120.00	40926
VES01	Vestis	09/11/2025	Regular	0.00	721.70	40927
WHI01	Whitson Engineers	09/15/2025	Regular	0.00	78.00	40928
ALL04	Alliant Insurance Services, Inc	09/15/2025	Regular	0.00	3,722.00	40929
BUS05	Jeff Bushnell	09/15/2025	Regular	0.00	224.14	40930
LCW01	Liebert Cassidy Whitmore	09/15/2025	Regular	0.00	190.00	40931
USB01	US Bank Corp Payment Systems	09/15/2025	Regular	0.00	12,213.55	40932
ALT01	Alternator & Starter Exchange, Inc.	09/25/2025	Regular	0.00	7,389.65	40933
AMA01	Amazon Capital Services, Inc	09/25/2025	Regular	0.00	1,057.54	40934
ATT03	AT&T	09/25/2025	Regular	0.00	202.53	40935
ATT05	AT&T Mobility	09/25/2025	Regular	0.00	1,020.93	40936
BFS01	BFS Landscape Architects	09/25/2025	Regular	0.00	7,053.00	40937
CAJ01	CAJPA	09/25/2025	Regular	0.00	850.00	40938

Check Report

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
CHA04	California Highway Adoption Co.	09/25/2025	Regular	0.00	350.00	40939
COM11	Comcast	09/25/2025	Regular	0.00	554.96	40940
COR04	Corodata Shredding, Inc	09/25/2025	Regular	0.00	73.57	40941
esc02	Event Santa Cruz	09/25/2025	Regular	0.00	2,020.21	40942
ABB01	Frank Abbruzzetti	09/25/2025	Regular	0.00	100.00	40943
HDL02	HDL Companies, LLC.	09/25/2025	Regular	0.00	518.28	40944
POP03	Jennifer Pope	09/25/2025	Regular	0.00	46.25	40945
ASL01	Kashka Singh	09/25/2025	Regular	0.00	100.00	40946
LAP01	La Papa Pd, Inc.	09/25/2025	Regular	0.00	100.00	40947
BIG04	Mina Samaan	09/25/2025	Regular	0.00	100.00	40948
MOB02	Mobile Modular	09/25/2025	Regular	0.00	610.41	40949
WAT01	Monica Lira Salinas	09/25/2025	Regular	0.00	100.00	40950
MBP03	Monterey Bay Pest Control	09/25/2025	Regular	0.00	130.00	40951
MON23	Monterey County District Attorney's Office	09/25/2025	Regular	0.00	148.37	40952
MCW01	Monterey County Weekly	09/25/2025	Regular	0.00	325.88	40953
MRW02	Monterey Regional Waste Management District	09/25/2025	Regular	0.00	488.99	40954
MON04	Monterey Tire Service, Inc.	09/25/2025	Regular	0.00	39.92	40955
ONE01	One Workplace L. Ferrari	09/25/2025	Regular	0.00	16,983.85	40956
PGE01	Pacific Gas & Electric	09/25/2025	Regular	0.00	4,466.05	40957
PET01	Petty Cash	09/25/2025	Regular	0.00	88.63	40958
PBC01	Pitney Bowes Global Financial Services LLC	09/25/2025	Regular	0.00	581.43	40959
PRI01	Primo Brands	09/25/2025	Regular	0.00	169.87	40960
PRO01	ProExhibits	09/25/2025	Regular	0.00	1,798.26	40961
PUB01	Public Storage	09/25/2025	Regular	0.00	480.00	40962
SHA03	Shamrock Office Solutions	09/25/2025	Regular	0.00	185.00	40963
SNO01	Shannon Norton	09/25/2025	Regular	0.00	153.55	40964
STA03	Star Sanitation, LLC	09/25/2025	Regular	0.00	813.00	40965
STU02	Sturdy Oil Company	09/25/2025	Regular	0.00	999.51	40966
TIF01	Tiffany Jackson	09/25/2025	Regular	0.00	100.00	40967
TAE01	Timothy Appel	09/25/2025	Regular	0.00	100.00	40968
VER02	Veritone, Inc.	09/25/2025	Regular	0.00	2,400.00	40969
VER01	Verizon Wireless	09/25/2025	Regular	0.00	64.25	40970
VES01	Vestis	09/25/2025	Regular	0.00	577.36	40971
4LE01	4Leaf, Inc.	09/30/2025	Regular	0.00	10,357.20	40972
CLA03	CliftonLarsonAllen, LLP	09/30/2025	Regular	0.00	1,500.00	40973
EMC02	EMC Planning Group, Inc.	09/30/2025	Regular	0.00	51,833.24	40974
GRE01	Green Valley Landscape, Inc.	09/30/2025	Regular	0.00	947.78	40975
HAR06	Harris & Associates, Inc	09/30/2025	Regular	0.00	9,106.25	40976
HOP01	Hope Services	09/30/2025	Regular	0.00	6,483.75	40977
MOT03	Motorola Solutions, Inc.	09/30/2025	Regular	0.00	11,327.04	40978
AFL01	Aflac	09/30/2025	Regular	0.00	527.94	40979
CLE01	California Law Enforcement Association	09/30/2025	Regular	0.00	288.00	40980
CSD01	California State Disburse Unit	09/30/2025	Regular	0.00	269.00	40981
HUM02	Humana Insurance Company	09/30/2025	Regular	0.00	4,713.49	40982
SAN01	Sand City Police Officers & Dept. Employees Ass	09/30/2025	Regular	0.00	1,420.00	40983
SUN02	Sun Life Financial	09/30/2025	Regular	0.00	933.92	40984
SOF02	Elizabeth A. Sofer	09/30/2025	Regular	0.00	235.00	40985
ADA01	Michelle Adams	09/30/2025	Regular	0.00	235.00	40986
EFTPS	Electronic Federal Tax Payment System	09/05/2025	Bank Draft	0.00	18.96	DFT0000175
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	1,930.45	DFT0000176
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	2,464.69	DFT0000177
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	2,531.48	DFT0000178
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	7,343.92	DFT0000179
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	7,472.11	DFT0000180
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	54,115.98	DFT0000181
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	6,862.60	DFT0000182
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	888.00	DFT0000183
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	3,818.62	DFT0000184
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	11,733.98	DFT0000185
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	5,754.74	DFT0000186
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	2,932.39	DFT0000187

Check Report

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	10,345.43	DFT0000188
PERSRETIREMENT	CalPERS Retirement	09/30/2025	Bank Draft	0.00	46.00	DFT0000189
PERSHEALTH	CalPERS Health	09/30/2025	Bank Draft	0.00	39,115.74	DFT0000190
CAL16	Calpers 457 Plan	09/30/2025	Bank Draft	0.00	22,671.07	DFT0000191
EDD001	Employment Development Dept	09/30/2025	Bank Draft	0.00	16,198.32	DFT0000192
EFTPS	Electronic Federal Tax Payment System	09/30/2025	Bank Draft	0.00	42,325.53	DFT0000193

Bank Code Mechanics - General Summary

	Payable		
Payment Type	Count	Discount	Payment
Regular Checks	162	0.00	484,818.53
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	19	0.00	238,570.09
EFT's	0	0.00	0.00
	181	0.00	723,388.62



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 9/1/2025 - 9/30/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	9/30/2025	Bank Interest	4,164.24
			Total Cash Receipts	<u>4,164.24</u>



City of Sand City Successor Agency

Check Report

By Check Number

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - SA-Mechanics Bank - Successor Agency						
RSG01	RSG	09/15/2025	Regular	0.00	593.75	2365
USB02	US Bank- Corporate Trust Services	09/15/2025	Regular	0.00	2,600.00	2366
MEY01	Meyers Nave, Corporation	09/25/2025	Regular	0.00	696.00	2367
RSG01	RSG	09/25/2025	Regular	0.00	637.50	2368
USB02	US Bank- Corporate Trust Services	09/25/2025	Regular	0.00	716,707.29	2369

Bank Code Mechanics - SA Summary

Payment Type	Payable	Discount	Payment
	Count		
Regular Checks	6	0.00	721,234.54
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	0	0.00	0.00
EFT's	0	0.00	0.00
	6	0.00	721,234.54

**AGENDA ITEM
7A.**

**Receive Central Coast Community Energy
(3CE) Annual Update**



3CE Annual Update

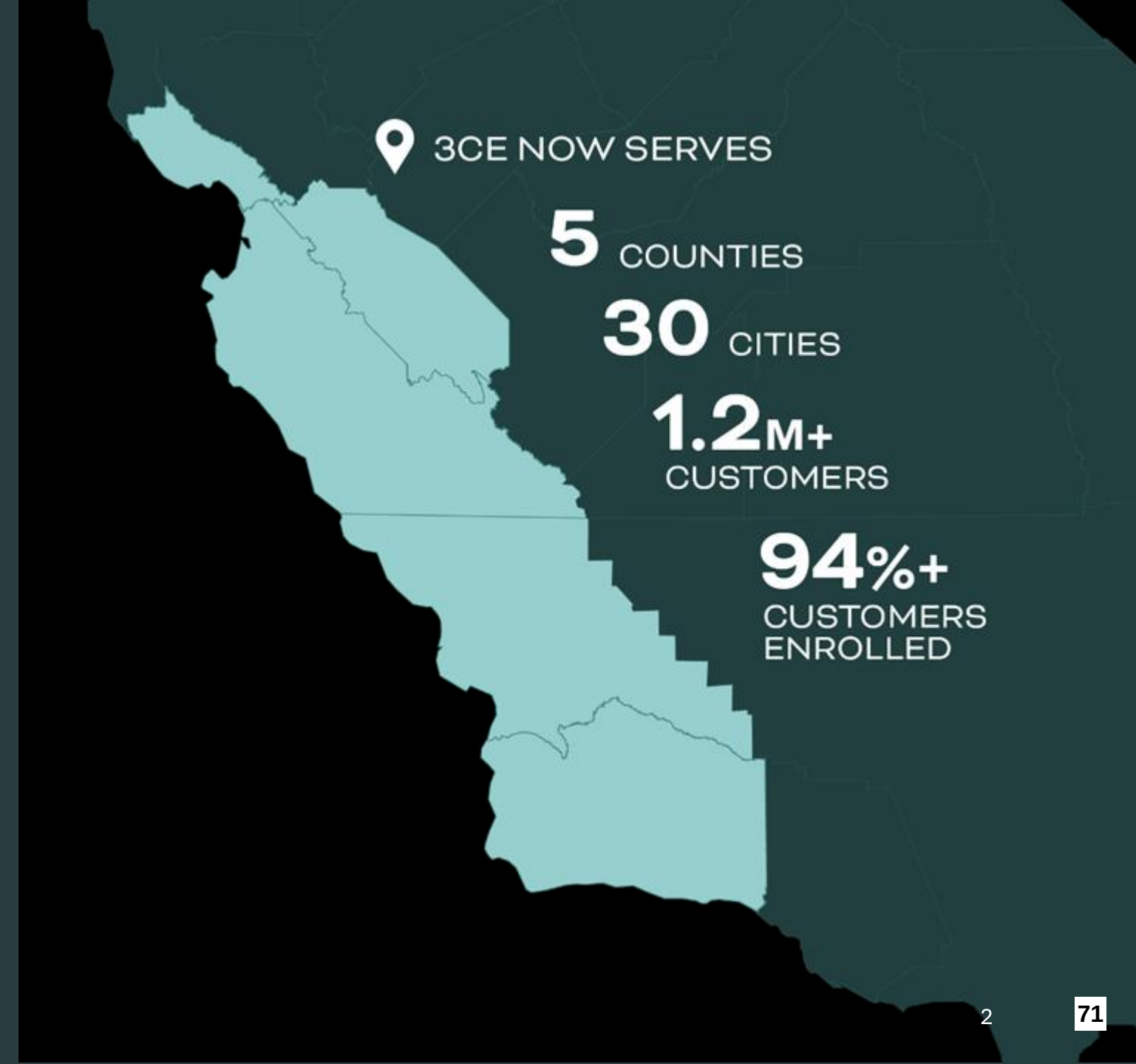
Sand City

October 21st, 2025



Central Coast
Community
Energy

Together, Power for Good



3CE NOW SERVES

5 COUNTIES

30 CITIES

1.2M+
CUSTOMERS

94%+
CUSTOMERS
ENROLLED

Energy Highlights



Sourced 409 Megawatts

of clean & renewable energy in 2024, enough to power 350,850 households with renewable energy.

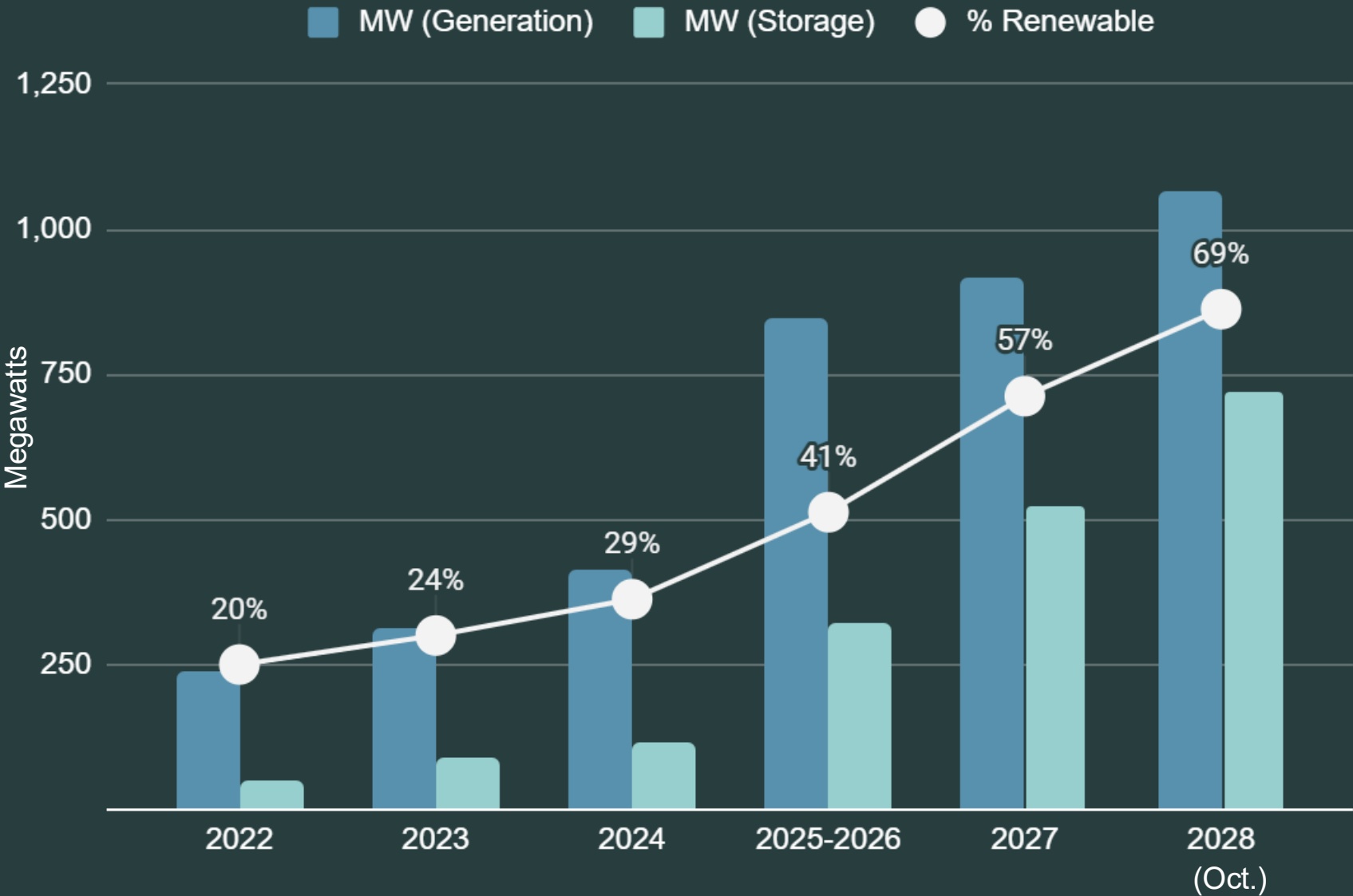
Sourcing Renewable Energy

avoided more than 445,000 metric tons of CO₂, the equivalent of taking 105,911 gasoline-powered passenger vehicles off the road for a year.



Central Coast
Community
Energy

Renewable Energy Progress



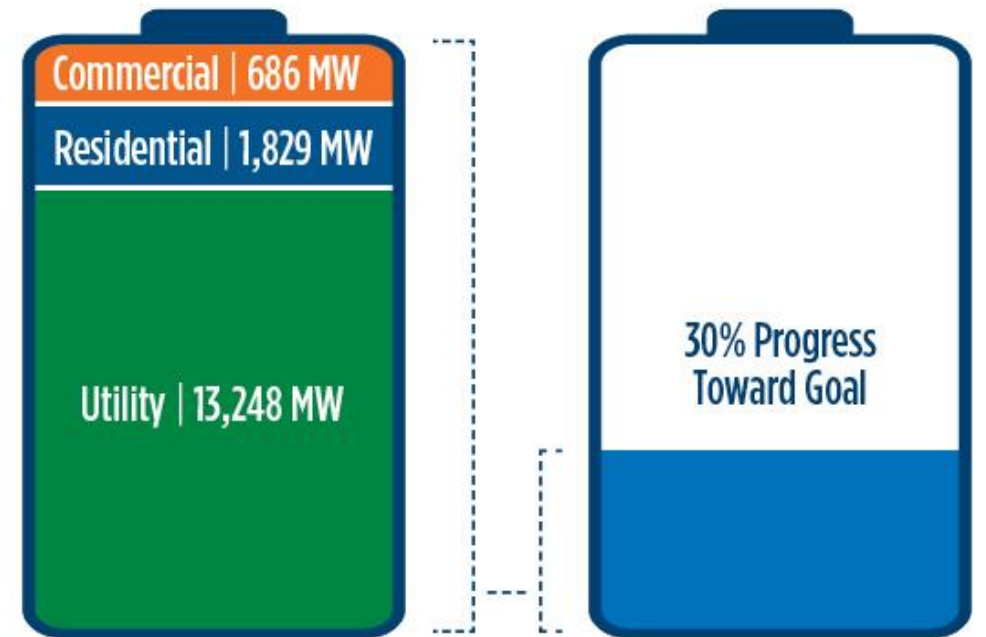
Battery Energy Storage Systems

Support the Renewable Transition

- Balances intermittent renewables
- Supports stability
- Reduces reliance on fossil fuels
- Drives affordability
- Empowers customers

Energy Storage in California by Type

** As of April 2025*

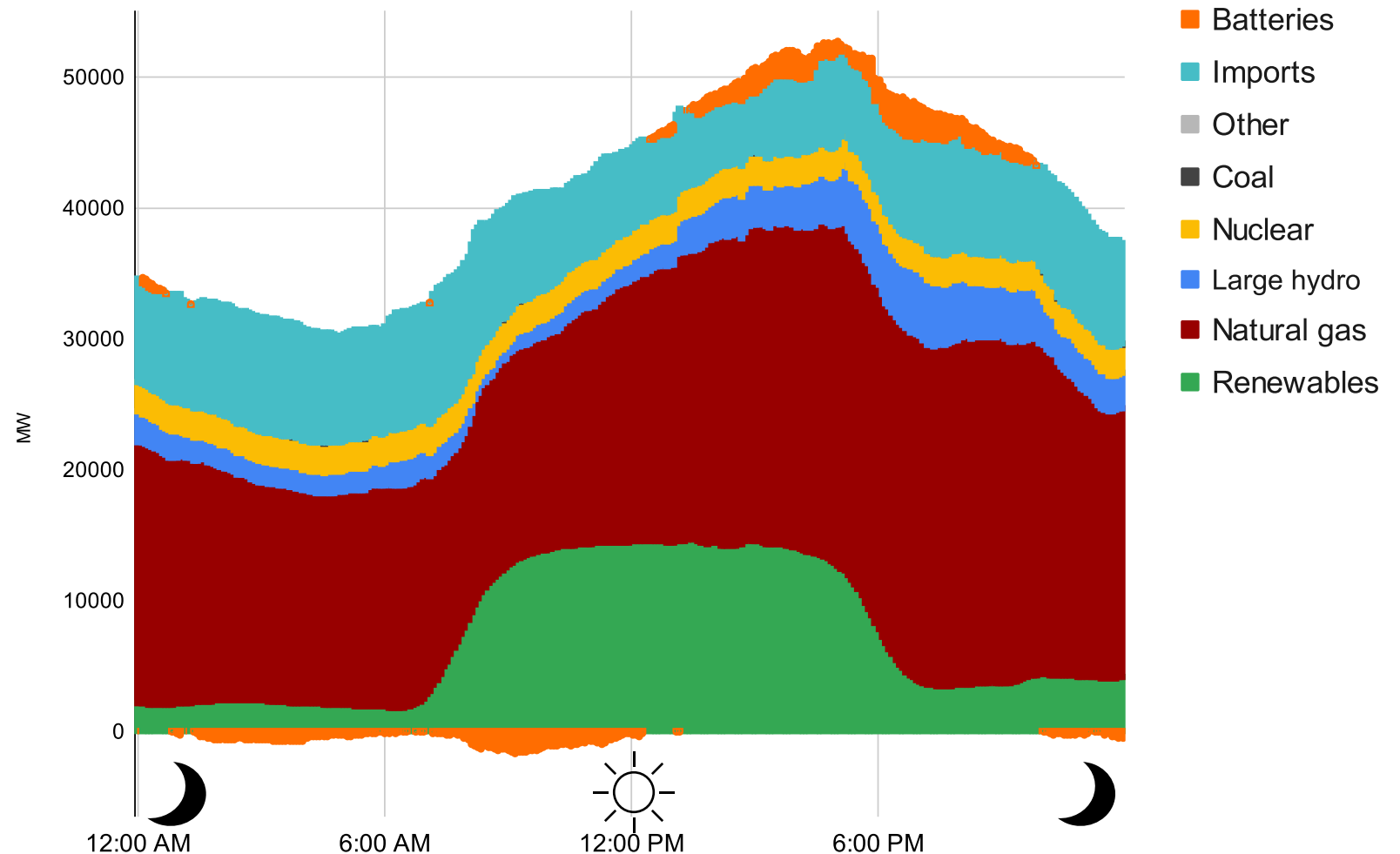


2025 | 15,763 MW

2045 | 52,000 Total MW

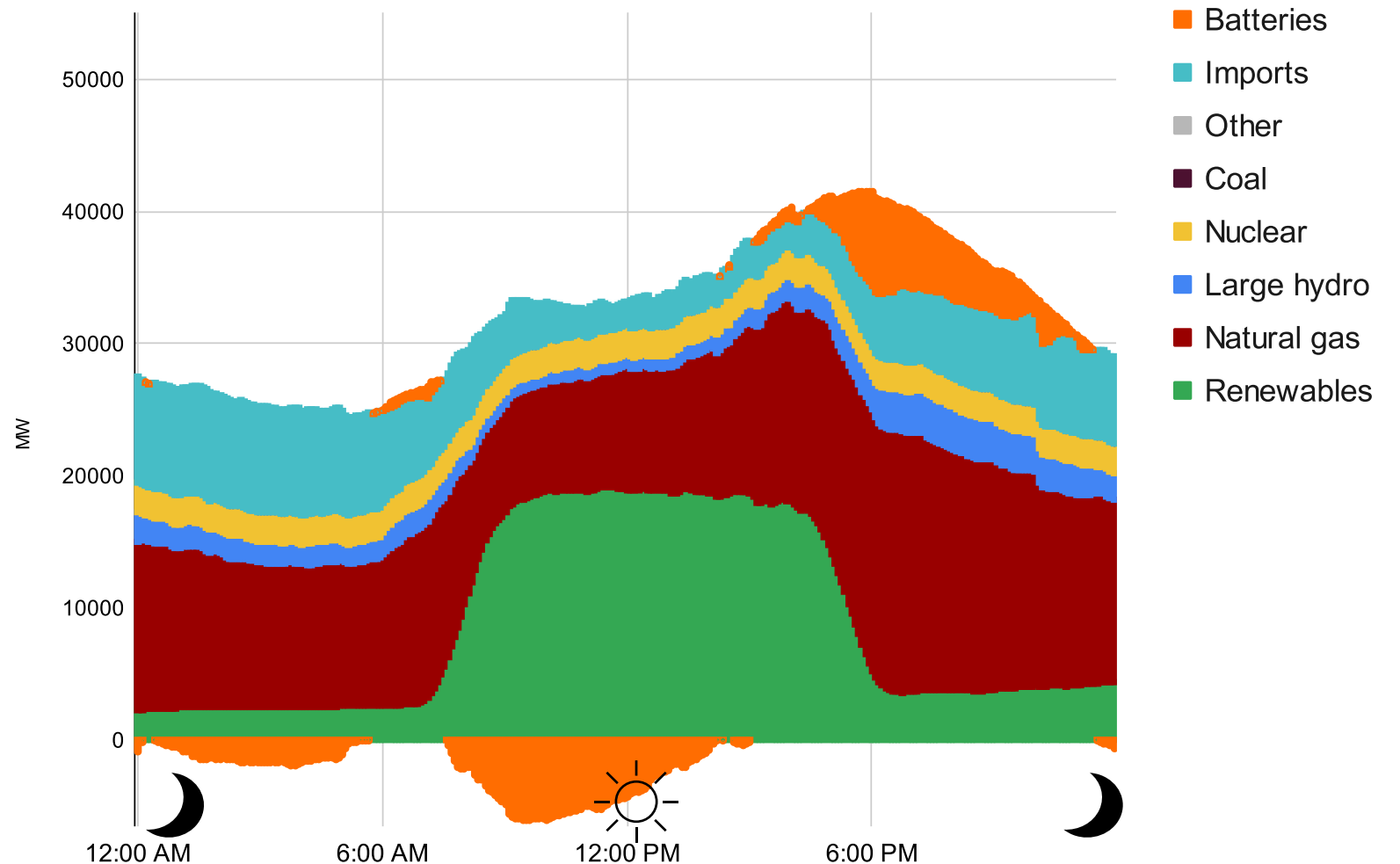
Supply Trend September 2022

- Labor Day Weekend 2022
- Flex Alert
- Text message from Governor's Office

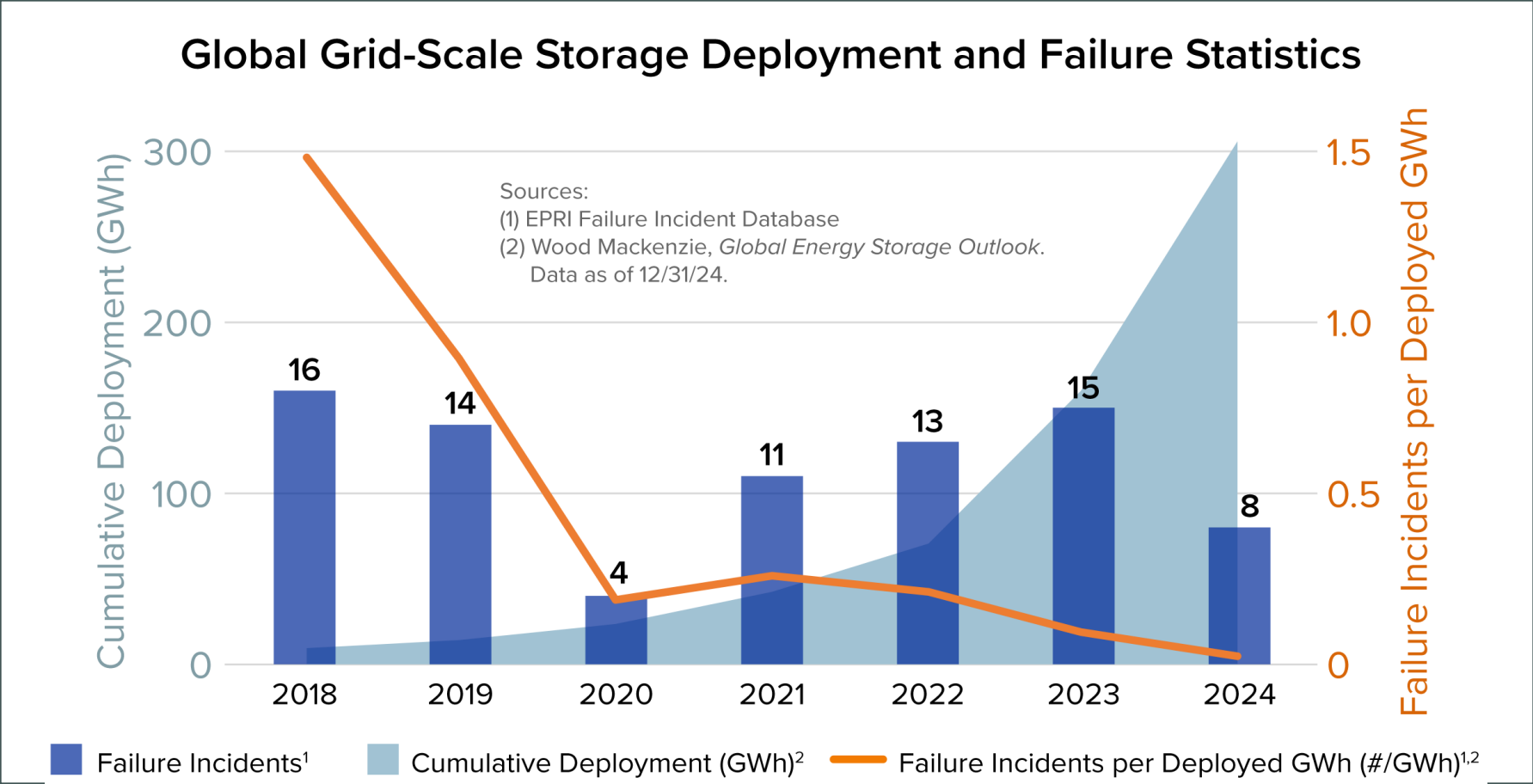


Supply Trend July 2024

- **Independence Day
holiday weekend
2024**



Utility Scale Battery Safety



Energy Storage Innovation

Advanced Compressed Air Energy Storage (A-CAES)



Willow Rock Energy Storage Center

- Storage is essential for CA's transition to carbon-free energy
- Utilizes compressed air to generate power on demand
- Largest compressed air energy storage project in the world
- 200 megawatts for 3CE customers

Our Energy Future

New Renewable Energy Projects



Aratina Solar + Storage

- 120 MW to power 90,000 homes

Atlas Solar + Storage

- 150 MW to power 105,100 homes

Victory Pass Solar + Storage – **ONLINE**

- 100 MW to power 68,000 homes

Community Engagement



- Ongoing outreach through events, webinars, and workshops
- Added bilingual staff and expanded translated materials
- Adopted Underserved Communities Action Plan
- Increased access with interpreters and bilingual promotion

Community Programs



Electrify Your Ride

Up to
\$4,000 (EV)

Up to
\$100,000 (Charger)



Electrify Your Home*

Up to
\$4,000
per project

Heat Pump Water Heater
Heat Pump HVAC
Induction Cooktop/Range
Portable Heat Pump HVAC
(Renters)



New Construction Electrification Program

\$5,000
per ADU
\$3,000
per Affordable Unit
\$2,000
per Market Rate Unit
\$15,000
per SFH Disaster Rebuild



Agricultural Electrification Program

50% up to \$10,000
Tier 1 Equipment
50% up to \$50,000
Tier 2 Equipment
(+\$5,000-\$25,000)
Income-Qualified Small
Businesses



Residential Battery Rebate Program

Up to
\$13,000

\$300 per kWh of Battery
Storage, up to 26 kWh



Central Coast
**Community
Energy**

Member Agency Programs



Plan Your Fleet

No-Cost Technical Assistance Program



Electric Bus Program

50% up to \$200,000 per E Bus
+\$50,000 Per additional E Bus up to \$400,000



Charge Your Fleet

Up to \$150,000



Electrify Your Fleet

Up to \$150,000



Reach Codes Program

No-Cost Technical Assistance Program

Making a Difference

Community Investment



Snapshot of Rebates & Incentives:

- 2,843 electric vehicles
- 2,085 EV chargers
- 1,663 projects for EV readiness
- 38 electric buses
- 746 all-electric water heaters & HVAC systems
- 1,458 all-electric affordable housing units
- 93 all-electric agriculture equipment projects

Legislative Update

- EV and Home Energy Tax Credits
- Federal Taxes and Tax Credits
- Resource Adequacy Slice of Day
- Pathways Initiative (SB 540/AB 825)

Thank You!

Contact Us:

- **Northern Region:** Sophia Schwirzke (sschwirzke@3ce.org)
- **Senior Advisor for Policy and Legislative Affairs:** Das Williams (dwilliams@3ce.org)

Learn more & apply for programs at 3Cenergy.org

**AGENDA ITEM
8A.**

**First Reading of an Ordinance Amending
Title 15 of the Sand City Municipal Code
Regarding the Adoption of Building and
Related International Codes This item is
continued to November 4, 2025.**

**AGENDA ITEM
9A.**

**Annual Military Equipment and Use
Update Report**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Honda, Chief of Police
SUBJECT: Annual Military Equipment and Use Update Report
DATE: October 21, 2025

BACKGROUND/DISCUSSION:

On September 30, 2021, California Assembly Bill 481 (AB 481) known as the *Law Enforcement and state agencies: military equipment, funding, acquisition, and use Act* was signed into law. Subsequently, the California Government Code (GC) §§ 7070, 7071, and 7072 were adopted to codify the requirements set forth in AB 481.

The law required each police agency to draft a policy, obtain approval from the Council by ordinance, and once approved have the policy accessible to the public through the Department website. The policy (SCPD 706) and ordinance (SC 23-03) were adopted by the Council on December 5, 2023. The policy and equipment list are posted on our department website as required by law. ([Transparency | Sand City, CA](#))

The law also requires each law enforcement agency to submit an annual “Equipment and Use Report” within one year of the ordinance adoption, and annually thereafter. The report should include a summary of how the equipment was used and purpose; a summary of complaints or concerns received; any information about violations of equipment uses and actions taken in response; annual ongoing costs; changes in quantity of equipment; if the agency intends to purchase or acquire additional equipment in the upcoming year.

Monterey Peninsula Regional Special Response Unit (MPR SRU or SRU for short)

The Sand City Police Department (SCPD) participates in the Monterey Peninsula Regional Special Response Unit (SRU). The SRU is a specialized team that operates under an MOU between the eight Monterey Peninsula agencies. Each agency provides officers, command staff, and resources to provide a tactical team to address the ongoing needs of the Peninsula as well as assisting other jurisdictions in the region.

The SRU provides a resource to respond to critical incidents, planned and unplanned high-risk events, and other specialized incidents as needed. The SRU utilizes various

pieces of equipment that qualifies as Military Equipment as defined in AB 481. As part of its responsibility to the SRU, each participating city has acquired or maintains equipment for use by members of the SRU. The listed equipment requires a government agency to purchase and since the SRU is a team of officers from each participating agency, not a government agency, each participating agency shares in purchasing the various equipment the SRU utilizes.

This report only includes items the SCPD ordered on behalf of the SRU and items purchased specifically to SCPD patrol duties. Equipment ordered for the SRU by other participating agencies can be found in their individual agency reports. All SRU equipment is paid for by the SRU and not by the purchasing agency. The mobile Command Post (CP) and Bearcat are deployed whenever the SRU is activated as a standard operating procedure to ensure all necessary equipment is available for any critical incident. The Crisis Negotiating Team (CNT) also deploys with the SRU as needed. The CNT mobile CP is also deployed as a standard operating procedure with CNT.

The mobile CP is converted commercial delivery truck that is utilized to transport emergency equipment and is essential for coordination of resources, communications, logistics, and planning. The Bearcat is a purpose-built emergency response and rescue vehicle that incorporates armor and bullet resistant glass to protect the occupants from gunfire or other dangerous projectiles. The Bearcat is a regional resource purchased by the City of Marina via the Federal Emergency Management Agency's (FEMA) Bay Area Urban Areas Security Initiative (UASI) grant program. The CNT mobile CP is a purpose-built Sprinter van that the negotiators utilize to carry emergency equipment and is essential for coordination, communications, logistics, and planning. The CNT CP was purchased by the City of Monterey also through the FEMA UASI grant program.

Summary of usage and purpose

The SCPD did not deploy any military equipment this year during daily patrol duties.

The SRU was deployed for the listed events:

- December 13, 2024, SRU assisted the King City Police Department with multi-location search warrants related to ongoing gang shootings and murder. SRU served a search warrant at a residence in King City without incident. The Unmanned or Uncrewed Aerial System (UAS) was deployed to assist in the searches.
- February 25, 2025, SRU assisted the Seaside Police Department with a subject who was threatening to kill people and barricaded himself in a home. The SRU Crisis Negotiation Team (CNT) initiated conversation with the subject. The subject surrendered without incident.
- March 27, 2025, SRU assisted the Marina and Monterey Police Departments in the apprehension of an attempted murder suspect who was armed with a handgun.

The subject was involved in an altercation earlier and attempted to shoot the victim, then proceeded to beat the victim unconscious. The suspect fled in a vehicle from pursuing officers and crashed in the City of Marina near Reservation Road. The SRU searched the area with the aid of a police canine and UAS. At one point in the search, pepper ball rounds were fired into an area of dense vegetation where a police canine indicated a potential threat. The area was not easily nor safely accessible by officers and verbal commands were announced prior. The subject was not found in that area; however, he was soon located at a nearby motel. After a short negotiation, the suspect surrendered without further incident.

- April 2, 2025, SRU assisted the San Jose Police Department with multiple search warrants and Ramey warrants in Monterey County associated to a gang related homicide. A total of seven (7) Ramey warrants and fourteen (14) search warrants were served. SRU located and arrested one suspect without incident.
- May 17, 2025, SRU assisted the Monterey Police Department with a reported armed and barricaded suspect involved in domestic violence incident. The SRU completed a search of the residence without incident. The suspect was located by patrol officers nearby.
- May 17, 2025, Monterey County Sheriff's Office requested assistance by the SRU for an armed suspect who was holding a hostage inside of a vehicle on HWY 101 near the City of Greenfield. The hostage was rescued and suspect taken into custody prior to the arrival of the SRU.
- July 11, 2025, SRU assisted the Monterey and Salinas Police Departments in the investigation and apprehension of three suspects wanted for attempted murder and armed robbery. SRU apprehended one of the three suspects.
- July 16, 2025, SRU assisted the Monterey County Sheriff's Office with the service of search and arrest warrants for two suspects who shot and murdered one victim and rendered the other victim paralyzed from the neck down. SRU secured two locations for the search warrants without incident. One suspect was apprehended by the U.S. Marshal's Service.
- September 10, 2025, SRU assisted the Seaside Police Department serve a high-risk search warrant for an attempted murder suspect armed with a firearm. The warrant was served in the City of Marina. The warrant was served without incident, and the suspect was not located at that time.

Summary of complaints or concerns

The City did not receive any complaints or concerns from community members related to the use of military equipment.

Violations and actions taken

There were no violations of equipment use observed or reported.

Annual ongoing costs

Annual membership to participate in the SRU is \$5,000.00. All training and equipment purchased by the SRU are approved by a Board of Directors and are funded either by membership fees or grants through the FEMA UASI or the State Homeland Security Grant Program (SHSGP). These grants are managed by the Monterey County Department of Emergency Management (DEM).

There were no purchases of less lethal “bean bag” ammunition for training and qualifications as stated in the prior 2024 annual report as an anticipated purchase.

An order was placed in September 2025 to replace 140 Flash-Bang device inserts that were utilized during 2024 SRU hostage rescue training (HRT) and in preparation for the 2025 HRT. It is extremely important to maintain the inventory for critical incidents such as a hostage, active shooter, or similar emergent and dynamic situation. The cost was \$2,826.25 paid for by the SRU not the City.

Equipment maintenance and replacement part purchases are not anticipated for the remainder of this calendar year nor FY 25/26.

Changes in quantity of equipment

The SCPD has not acquired any new equipment for agency use or the SRU.

Anticipated acquisition of equipment for the upcoming calendar year

The SCPD does not anticipate purchasing or acquiring any new equipment in the next calendar year.

CEQA:

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

FISCAL IMPACT:

There are no new financial considerations for the City for existing military equipment. Any required items to be listed were purchased prior to the enactment of AB 481 or already

funded by the SRU. Anticipated expenditures are considered in each annual department budget and approved by the Council.

RECOMMENDATION:

1. For report only.

ATTACHMENTS:

1. Ordinance, SC 13.07
2. Policy, SCPD Policy 706
3. Policy, SCPD Policy 706, SCPD Equip Owned Oper

CHAPTER 13.07
**LAW ENFORCEMENT MILITARY EQUIPMENT FUNDING, ACQUISITION, AND
USE ORDINANCE**

§ 13.07.010. Policy.

The Police Department shall establish a policy by ordinance that requires approval from the City Council prior to engaging in any of the following:

- A. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
- B. Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, State, or Federal funds, in-kind donations, or other donations or transfers.
- C. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- D. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- E. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- F. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
- G. Acquiring military equipment through any means not provided by this section.
(Ord. 23-03, 12/5/2023)

§ 13.07.020. Military Equipment.

For purposes of this Chapter 13.07, "military equipment" shall have the meaning provided in California Government Code Section 7070(c).

The policy shall be established, maintained, and amended as needed in accordance with the California Government Code, Title 1, Division 7, Miscellaneous, Chapter 12.8, Section 7071(a)(1).

(Ord. 23-03, 12/5/2023)

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706 Military Equipment

706.1 PURPOSE AND SCOPE

This policy governs the use of military equipment, as defined in Government Code § 7070, as may be amended. The Sand City Police Department (SCPD) and its members will comply with provisions of Government Code §§ 7071, 7072, and with otherwise applicable department policies, with respect to military equipment.

706.1.1 DEFINITIONS

This policy adopts the following definitions set forth in Government Code § 7070 (c)(1) through § 7070 (e)(16) as may be amended or superseded:

Governing body – The elected or appointed body that oversees the Department.

Military equipment –

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

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10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in sections § 30510 and § 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag", rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

706.2 POLICY

It is the policy of the Sand City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. Use of military equipment should safeguard public welfare, safety, civil rights, and civil liberties.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Police Commander to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.

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(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Sand City Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Coordinating the process for a person to register a complaint, concern, or question about the use of a type of military equipment. The Department will respond in a timely manner.

A complaint, concern or question related to Military Equipment utilization by the Sand City Police Department can be made through any of the below listed methods:

Email: sandcityrecords@sandcitypd.org

By phone: (831) 394 -1451

By mail: Sand City Police Department
Attn: Military Equipment Use Coordinator
1 Pendergrass Way
Sand City, CA 93955

In person: At the address list above

706.4 APPROVAL

This policy, and any subsequent amendments, will be available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue. This policy will be submitted to the City Council for approval and will remain in

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effect only if it is approved within 180 days of submission. Approval of this policy or any subsequent amendments requires adoption by ordinance at an open session of a regular meeting providing for public comment. The department will cease use of any military equipment if its use, or the policy for its use, is not approved. An approved military equipment use policy is required prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions providing aid to SCPD shall comply with their respective military equipment use policies. SCPD is a participating member of the Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with other law enforcement agencies on the Monterey Peninsula. MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. SCPD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may provide aid to SCPD. Military equipment owned by other jurisdictions that may be used by MPRSRU inside the City of Sand City's jurisdiction may be found listed in each member agency's website. SCPD is authorized to use that military equipment in connection with MPRSRU activities/responses.

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706.6 ANNUAL REPORT

Within one year of approval of the military equipment use policy, and annually thereafter, the Chief of Police or the authorized designee will submit a military equipment report for each type of approved military equipment for as long as the military equipment is available for use. The annual military equipment report will be publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment.

706.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the funding, acquisition, or use of military equipment.

706.8 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment owned and/or utilized by the Sand City Police Department.

See attachment: SCPD 706, SCPD Equip Owned Oper.pdf

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Attachments

Sand City Police Department

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SCPD 706

SCPD Equip Owned Oper.pdf

Sand City Police Department
Military Equipment List

Type	Section 14 - Less lethal shotguns and kinetic energy munitions
Description	Remington 870 patrol shotguns converted to less lethal The shotguns have orange colored stock and foregrip to signify a less-lethal device
Quantity	Three (3)
Capabilities	The less shotgun less lethal platform utilizes kinetic energy munitions (aka “bean bag” or <i>Super-Sock</i> ©) which are shot filled ballistic fiber, weighing approximately 40 grams, and resembling a small bean bag or sock. The bag travels at a lower velocity than a regular shotgun projectile to reduce any potential penetration and an advertised maximum effective range of 75 feet.
Expected Lifespan	20 + years
Manufacturer’s Description	The Remington Shotgun is milled from a single block of steel. The stock and fore grip are comprised of fiberglass-reinforced polymer with a rubber over-molding. This shotgun is a U.S.-made pump- action shotgun. The magazine tube holds 6 less-lethal rounds.
Purpose and Authorized Use	This platform and munitions are utilized as a less-lethal force option by officers who have successfully completed the required training.
Fiscal Impact	Initial: Unknown, the shotguns have been in SCPD inventory for more than two decades; however, the cost of conversion was approximately \$350.00 per shotgun. On-going: approximately \$200.00 for ammunition per year for practice and qualification
Legal, Procedural, and Compliance	CA Commission on Peace Officer Standards and Training (POST) Reg: 1005 (Minimum training standards), Reg 1081 (Shotgun) SCPD Policies – 300 (Use of Force), 303 (Control Devices and Techniques), 306 (Firearms)
Training Requirements	The initial training for the shotgun platform: POST Reg 1005 (Minimum training standards), 1081 (16 hours for shotgun), 1082 (Minimum Content – Less Lethal Instructors) Less lethal training: POST certified less lethal device course 2- or 4-hour course

Sand City Police Department
Military Equipment List

Type	Section 10 - Patrol rifle/carbine, semi-automatic
Description	Colt M4/AR15 (11); Ruger SR556 (1); Patrol rifles are fitted with EOTECH holographic sights
Quantity	Twelve (12)
Capabilities	Both platforms fire a .223 cal./5.56 mm rifle ammunition which offer more power, range, and accuracy at longer distance than the issued service handgun.
Expected Lifespan	15+ years
Manufacturer's Description	"The combat proven M4 platform takes a tactical turn with the release of the Colt® Law Enforcement M4 Carbine Semi-Auto Rifle. The 6-position collapsible stock offers custom adjustment from 35.5" down to 32" for increased maneuverability in tight quarters. This fast-aiming, and reliable carbine comes equipped with muzzle compensator and Magpul MBUS folding backup sight ready when you need it. The 16.1" M4 chrome-lined barrel has 1:7 rate-of-twist rifling*." "The RUGER® SR-556® and SR-762™ are gas-operated, piston-driven, box magazine fed, autoloading rifles. It is simple, reliable, and consists of relatively few components. The mechanism employs the Ruger short stroke piston system in conjunction with a rotating bolt. These rifles can be field stripped for cleaning to its basic subassemblies in seconds without the use of tools."
Purpose and Authorized Use	The patrol rifle/carbine enables officers to address short to long distance threats, and/or those threats who are heavily armed, armored, or both. In both short and long-distance deployments, patrol rifles provide officers with a platform that can assist in a more precise shot placement reducing the risk to officers and innocent by-standers.
Fiscal Impact	Initial: Approximately \$1,500/rifle at the time of purchase (between 2005 and 2019) Ongoing: approximately \$2,000.00 in ammunition cost annually for training and qualification
Legal, Procedural, and Compliance	Penal Code 33220(b) - Authorization and requisite POST training requirements POST Reg: 1005 (Minimum training standards), 1070 (Certified instruction), 1081(Rifle) SCPD Policies: 300 (Use of Force), 306 (Firearms)
Training Requirements	16-hour POST certified patrol rifle course taught by POST certified instructors; annual training and qualification

* Description for specific models owned by SCPD are no longer available on the current Colt website. Description taken from Cabelas.com for Colt LE Carbine.

Sand City Police Department
Military Equipment List

Type	Section 1 - Unmanned, remotely piloted, powered aerial vehicle
Description	DJI Mavic Pro, commercially available flying camera
Quantity	One (1)
Capabilities	Max speed – 9 mph; 12-megapixel camera; 4K video, micro-SD card; flight time 27 minutes (no wind at a consistent 15.5 mph); Max hover time 24 minutes (no wind)
Expected Lifespan	10 years
Manufacturer's Description	"The DJI Mavic Pro is DJI's smallest flying camera, featuring a fully stabilized camera, intelligent flight modes and obstacle avoidance inside a revolutionary folding design. It captures 4K videos and 12-megapixel photos and is capable of both <i>ActiveTraktm</i> and <i>Tapflytm</i> making complex shots effortless."
Purpose and Authorized Use	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. UAS platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surveillance.
Fiscal Impact	Acquired approximately 5 years ago; approximate 2018 cost of \$800.00 - \$1,000.00 (specific model is no longer available from manufacturer)
Legal, Procedural, and Compliance	SCPD Policy 606 (Unmanned Aerial System [UAS] Operations) Federal Aviation Administration (FAA): 14 CFR part 107 (Small UAS rule) or 49 U.S.C. §40102(a) and § 40125
Training Requirements	Remote Pilot Certification per FAA regulations and related POST certified remote pilot course (32 hours)

Sand City Police Department
Military Equipment List

Type	Section 14 - Less lethal 40 mm projectile launcher and kinetic energy munitions
Description	Penn Arms 40 mm less lethal multi-shot launcher and less lethal munitions; Combined Tactical Systems (CTS) 4557 40 mm Sponge Foam Baton; projectile is made of closed cell neoprene
Quantity	One (1) launcher. Thirty (30) Sponge Foam Baton munitions.
Capabilities	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions (known as sponge projectiles), irritant munitions, and smoke munitions. The Sponge Foam Baton projectile is 60 grams, velocity is 240-260 fps, effective range approximately 50 yards
Expected Lifespan	15+ years; 5-year warranty on munition
Manufacturer's Description	"Penn Arms 40mm multi-shot launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers." "The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts."
Purpose and Authorized Use	The Monterey Peninsula Special Response Unit (SRU) members utilize the Pen Arms 6 round 40MM Less Lethal Multi-Launcher with 40MM less lethal projectiles. The Multi-Launcher is registered to the Sand City Police Department on behalf of the SRU. It is utilized and maintained by members of the SRU
Fiscal Impact	Initial: No direct cost by the City; approximate cost of \$3,336.00 funded by the SRU (2018) Ongoing: Cost of munitions for qualifications and critical incident response born by SRU not SCPD; Each Sponge Baton round is approximately \$23.00 (\$690.00 for recent purchase of 30) but varies each year depending on usage.
Legal, Procedural, and Compliance	POST Reg: 1070 (Certified Instruction), 1082 (Less Lethal Instructor) SCPD Policies: 300 (Use of Force), 303 (Control Devices and Techniques), 306 (Firearms)
Training Requirements	Less lethal training: POST certified less lethal device course 4-hour course plus annual qualification. SRU training: 80-hour POST certified basic S.W.A.T. course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.

Sand City Police Department
Military Equipment List

Type	Section 12 - Noise-flash Diversion Device aka Flash-bang Diversionary Device
Description	Combined Systems Inc. (CSI), Combined Tactical Systems (CTS) Flash-bang model 7290 series
Quantity	Twenty-four (24) 7290M Mini-bang, single use, steel body Twelve (12) 7290-3 Bang, single use, aluminum body Twelve (12) 7290-CI Command initiated, steel body
Capabilities	165 - 180 dB, 2M candela minimum per each model's specification sheet
Expected Lifespan	5-year warranty
Manufacturer's Description	"7290 -The CTS 7290 is the standard for diversionary flash-bang devices. The 7290 produces a 165-180db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output. Flash Bangs are used by special tactical units during hostage rescue and high-risk warrants. It is an ATF-controlled Class-C explosive device that emits a bright light and thunderous noise to distract potentially dangerous individuals. Priced Individually, Must Order in Quantities of 12"
Purpose and Authorized Use	The Monterey Peninsula Special Response Unit (SRU) members utilize these devices to distract potentially dangerous individuals during critical incidents such as a violent barricaded subject, hostage situations, high-risk search warrant or arrest warrant situations.
Fiscal Impact	Initial: No direct cost to the City; \$4,125.00 funded by the SRU Ongoing cost: replacement varies depending on utilization \$ 48.00 – 125.00 per individual device
Legal, Procedural, and Compliance	Penal Code 13514.1 (POST required guidelines) POST Reg: 1070 (Certified Instruction), 1082 (Diversionary Device Instructor), 1084 (Standardized Curriculum) SCPD Policies: 404 (MPR SRU)
Training Requirements	SRU training: POST certified 80-hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. Annual 10-hour diversion device training.

Sand City Police Department
Military Equipment List

Type	Section 12 - Irritant munitions (aka “tear gas”)
Description	Combined Systems Inc. (CSI), Combined Tactical Systems (CTS) irritant munitions
Quantity	Fifteen (15) CTS 3330, 37mm CS Liquid Barricade Smokeless Twenty-five (25) CTS 3300, 37mm Inert Barricade Smokeless Nine (9) CTS 5230, CS Cannister Grenade
Capabilities	3330 – Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Velocity 385-425 fps, effective range of 50 yards 3300 – Inert. Velocity 385-425 fps, effective range of 50 yards 5230 - Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard.
Expected Lifespan	5-year warranty
Manufacturer’s Description	“CTS produces a full line of chemical irritant and smoke munitions. The comprehensive line includes grenades, 12gauge, 37mm and 40mm projectiles. These less-lethal options address a wide range of scenarios from assisting tactical teams in displacing or detecting barricaded subjects to aiding riot control units charged with maintaining order in public or correctional environments.” “CTS Manufactures a wide range of single and multiple projectile munitions with payload capabilities exceeding those of any other less-lethal manufacturer. Single projectile offerings are extremely accurate for selective engagement in a variety of situations.”
Purpose and Authorized Use	The Monterey Peninsula Regional Special Response Unit (SRU) members utilize these devices to distract and/or gain compliance of potentially dangerous individuals during critical incidents such as a violent barricaded subject, hostage situations, high-risk search warrant or arrest warrant situations.
Fiscal Impact	No direct cost to the City; Recent purchase was \$2,645.10 funded by the SRU Replacement cost varies depending on utilization \$ 23.00 – 36.00 per individual device, funded by SRU
Legal, Procedural, and Compliance	Penal Code 22820 (required POST training) POST Reg: 1070 (Certified Instruction), 1081 (Chemical Agents), 1082 (Chemical Agent Instructor) SCPD Policies: 300 (Use of Force), 404 (MPR SRU)
Training Requirements	POST chemical agents, three modules, 10-hour course. SRU training: 80-hour POST certified basic S.W.A.T. course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.

**AGENDA ITEM
9B.**

Approve a Resolution Approving a Professional Service Agreement with Nadja De Maeseneer to Provide Event Coordination Services for the West End Celebration, in an Amount not to Exceed \$95,000, and Authorizing the City Manager to Execute said Agreement



City of Sand City

STAFF REPORT

TO: Mayor and Councilmembers
FROM: Vibeke Norgaard, City Manager
SUBJECT: Professional Services Agreement West End Festival Coordinator
DATE: October 21, 2025

BACKGROUND

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's City Council and the Sand City artist and musician community. Last year, the City released a Request for Proposals (RFP) for event coordination services of the West End Celebration, after the prior coordinator announced his intent to retire. After a successful response to the RFP, staff recommended City Council to enter into an agreement with Nadja De Maeseneer and Matthew Swinnerton (Event Santa Cruz).

At the December 3rd, 2024 City Council meeting, Council approved the City Manager to enter into a Professional Services Agreement (PSA) with Nadja De Maeseneer and Matthew Swinnerton (Event Santa Cruz) for the coordination services for the 2025 West End Celebration.

At the September 16th, 2025 City Council meeting, Nadja De Maeseneer provided a recap and received feedback on the successes and challenges of 2025's West End Celebration. Overall, City Council agreed that the event was a success and directed the City Manager to move forward with bringing a PSA with Nadja De Maeseneer (Coordinator) for the event coordination of the 2026 West End Celebration, back to City Council.

The West End Coordinators will work in close collaboration with the West End Committee on the music and talent booking final decisions. Any and all revenues generated from the West End Celebration, including but not limited to sponsorships, donations and vendor fees shall be revenue to the City and shall be sent to the City directly. Revenues generated from food, alcohol, and merchandise sales shall be split thirty-five percent (35%) to Coordinator and sixty-five percent (65%) remaining to the City.

CEQA:

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

RECOMMENDATION:

Approve the attached contract with Nadja De Maeseneer in an amount not to exceed \$95,000 for the 2026 West End celebration.

ATTACHMENTS:

- A. Draft professional services agreement
 - a. Exhibit A – West End Coordination Proposal
 - b. Exhibit B – Compensation Schedule
- B. Resolution

RESOLUTION ATTACHMENT 1
Resolution SC 25- (2025)

CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this 21st day of October, 2025 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Nadja De Maeseneer., a California Self Proprietor, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

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

II. SERVICES

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

Music and talent booking will be done in close collaboration with the West End Committee, which will include City review and approval of final talent choices.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT quarterly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Ninety-Five Thousand dollars (\$95,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement, for all services related to the West End Celebration. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices quarterly for services performed as outlined in Exhibit B. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the

Agreement. For each work item and task, a breakdown including the name of the person doing the work, a brief description of the work, and each reimbursable expense with back up related to such expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

- D. Any and all revenues generated from the West End Celebration, including but not limited to sponsorships, donations and vendor fees shall be revenue to the CITY and shall be sent to the CITY directly and without delay. Revenues generated from food, alcohol, and merchandise sales shall be split thirty-five percent (35%) to CONSULTANT and sixty-five percent (65%) remaining with the CITY. The CONSULTANT'S portion of the agreed upon food, alcohol, and merchandise revenue will be reimbursed within ten (10) days following the conclusion of the West End Celebration.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon thirty (30) days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.

- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement; and/or
 - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement;
 - c. Retain a different consultant to complete the work described in a given task order not finished by Consultant.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon

reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with

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

XVI. NOTICES

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

To CITY:	City of Sand City 1 Pendergrass Way Sand City, CA 93955 Attention: Vibeke Norgaard, City Manager
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To CONSULTANT:	Nadja De Maeseneer 2341 Harper St Santa Cruz, CA 95062
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XVII. ASSIGNMENT

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

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

Nadja De Maeseneer, Owner

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5839007.1

Sand City West End Celebration 2026- Proposal

Event Production & Management of the Sand City West End Celebration 2026

Project Proposal

Prepared for: Shannon Norton, Administrative Services, City of Sand City
Prepared by: Nadja De Maeseneer, Matthew Swinnerton
September 9, 2025

Introduction

The 2025 West End Celebration was a success, and it also came with its share of unique challenges that gave us valuable insights. Attendance was up from previous years, a recognized headliner drew an enthusiastic crowd, and our ties with local businesses and partners were reinforced through meaningful collaboration. We now bring forward not only the experience of having delivered the event, but also the benefit of lessons learned, and strong relationships built with partners, vendors, and the community. With a baseline process established, we are confident that 2026 will be smoother, more exciting, and even more impactful. This year, our focus is on working hand-in-hand with the City and City Council to lead the West End Celebration into its next chapter - shaping its future while honoring its legacy as a vibrant cultural tradition for Sand City.

Our Team

Nadja De Maeseneer ([LinkedIn](#))

Nadja will serve as the project lead, effectively overseeing event coordination as a business leader and marketing strategist. With over a decade of experience managing large-scale projects, events, and campaigns, she brings proven skills in planning, outreach, and timeline management. Nadja will guide the overall project planning, coordination with city staff, vendor and partner engagement, and post-event analysis. Her background in leading campaigns for global companies such as Mercedes-Benz, combined with her work as a local artist and entrepreneur, positions her to ensure the festival's execution is both strategically sound and creatively compelling. She will also lead marketing efforts, leveraging digital channels, local partnerships, and community storytelling to maximize visibility and engagement.

Matthew Swinnerton ([LinkedIn](#))

Matthew will lead music and talent booking. With a strong track record as a community connector and event organizer, he successfully booked major acts for the 2025 festival, including The Expendables and James Durbin and the Lost Boys. For 2026, Matthew will build on this momentum by using his extensive local ties to book both established acts and emerging talent, ensuring the program resonates with diverse audiences. His deep understanding of local culture and his passion for supporting new artists will strengthen the festival's musical lineup and community impact.

Our Vision for the Event

Our vision for the West End Celebration is to amplify its identity as a vibrant, community-centered festival while introducing fresh elements that attract new audiences in alignment with the City Council's vision for where West End should go. We will highlight Sand City's rich art and culture and increase visibility through strategic and consistent online marketing and adjusted messaging. Our approach emphasizes high-quality performances, interactive experiences, and a seamless attendee journey.

Beyond a single weekend, we will leverage the event and the surrounding communications to act as a container for local artists - both seasoned professionals and newcomers with two to three years of stage experience - giving them a stage, exposure, and pathways to bookings and sales. Building on 2025 momentum, including a successful crowd-voting process and partnerships with brands positioning themselves as true local partners (such as the new Marriott hotel gallery facilitating purchases from festival vendors), we will deepen these ties so that West End drives opportunity before, during, and after the event.

References & Experience

Selected Past Projects:

1. **2025 Sand City West End Celebration:** Successfully produced with increased attendance, strong community engagement, and delivered within budget.
2. **NEXTies Awards (Santa Cruz, CA):** Annual event celebrating local innovators (Attendance: 300+, Budget: \$20,000).
3. **Midtown Fridays Block Parties (Santa Cruz, CA):** Weekly summer event series showcasing local bands, vendors, and artists (Role: Event production, talent booking, and community engagement).
4. **Leadership 2020 Summit (Frankfurt, Germany):** Internal transformation summit for Daimler AG with 400+ leaders worldwide (Role: Strategic planning, event execution, and communications).

Project Understanding

We understand the unique cultural fabric of Sand City and the importance of the West End Celebration in bringing the community together. Our plan reflects a deep commitment to preserving the festival's artistic roots while making strategic enhancements to strengthen its attractiveness with additional target audiences and ensure its continued success.

Project Approach

Talent Acquisition: Build on the success of the 2025 wildcard competition and ensure that local talent is strongly represented, with priority for artists and musicians from Sand City and the greater Monterey Bay area, alongside well-known headliners.

Marketing: Building on our successful 2025 marketing efforts, we will leverage Event Santa Cruz's established social media presence, online roundup content, and digital strategy. We will strengthen partnerships not only with local media but also with local partners such as Monterey-Salinas Transit (MST), local radio stations, and Monterey County Weekly to maximize reach and engagement.

Interactive Experiences: Add workshops, dance, street art, and photo stations to enhance the attendee experience.

Feedback Integration: Drawing on lessons from organizing the 2025 festival, we will incorporate feedback received from vendors, visitors, partners, city staff, the police department, and public works. This feedback loop is central to refining and improving the 2026 experience.

Logistics & Operations: Optimize layout for traffic flow, provide clear signage, and coordinate volunteers for a smooth festival experience.

Proposed Budget (2026)

Estimated Expenses

Event Coordinator Fee: \$30,000

Marketing & Promotion: \$13,000

Talent Booking: \$30,000

Stages: \$11,000

Infrastructure: \$5,900

Miscellaneous: \$5,100

Total Expenses: \$95,000

Estimated Revenues

Sponsorships: \$20,000

Vendor Fees: \$22,000 (reflecting a minimal increase in booth fees)

Revenue Share from Food and Alcohol Sales: \$15,000

Merchandise Sales (optional): \$10,000

Donations (material donations & media partnerships): \$20,000 (non-cash value, tracked separately)

Organizational Input and Collaboration

We value transparency, integrity, and collaboration in all business relationships. We will maintain regular communication with Sand City staff, provide updates on milestones, and

encourage collaborative decision-making. Community engagement will include outreach to local businesses and artists to foster ownership and participation.

Looking ahead, we will place greater emphasis on refining the logistical and technical infrastructure, including smoother web design for vendor sign-in and efficient systems for vendor payments. We are grateful for the ongoing strong collaboration with the City team, which makes these improvements possible.

Project Schedule

Key Milestones:

- **December 2025:** City and City Council provide clarity on the vision, target demographics, and long-term direction for West End Celebration 2026 and beyond.
- **January 2026:** Event planning kickoff and sign-off on event and timeline plans.
- **February – June 2026:** Talent booking period.
- **March 2026:** First marketing campaign push.
- **March 2026:** Vendor sign-up opens, with priority for returning vendors.
- **June 2026:** Second marketing campaign push.
- **June 2026:** Finalize logistics and vendor agreements.
- **Late July – Early August 2026:** Final marketing campaign push.
- **August 2026:** Event execution and post-event evaluation.

EXHIBIT B: STATEMENT OF WORK AND MILESTONE PLANNING

1. Scope of Work

1.1. Talent Booking & Program

Deliverables:

- Confirm headliner by early spring, with supporting acts confirmed and booked by June. Bands will be booked in close collaboration with the West End Committee.
- Prioritize local talent from Sand City and Monterey Bay in lineup.
- Build on the success of the 2025 wildcard competition by adding a structured local talent showcase with clear crowd-voting mechanics.
- Develop and publish stage schedules in coordination with city requirements.

Milestones: Contracts and talent list confirmed by June; stage schedules finalized by July.

1.2. Sponsorship & Partnerships

Deliverables:

- Refine sponsorship package to reflect 2026 vision and demographics agreed upon with the City and City Council.
- Strengthen returning sponsor relationships, and expand outreach to regional and national partners (e.g., Marriott Hotel, MST).
- Explore more creative partnerships, such as a branded beer collaboration with local vendors, and develop opportunities where sponsors co-create activities that enhance the festival experience rather than only providing financial support.

Milestones: Package ready by February; sponsorship agreements by April.

1.3. Marketing & Communications

Deliverables:

- Launch phased marketing campaign: first push in March, second push in June, final push late July/early August.
- Leverage Event Santa Cruz's digital channels, online roundups, and partnerships with Monterey-Salinas Transit (MST), local radio stations, and Monterey County Weekly.
- Highlight local artist and vendor stories through pre-event communications and social campaigns.

Milestones: Campaign phases delivered as scheduled; ROI measured

1.4. Logistics & Operations

Deliverables:

- Vendor sign-up opens in March with a smooth online process.
- Incorporate feedback from 2025 into layout, traffic flow, and security planning.
- Finalize vendor agreements, permits, and compliance by June; implement improved vendor sign-in and payment system online.
- Effective communication with City officials, Police Department, and Monterey County Health Department for safety, logistics planning, and permits.
- Oversee and manage on-site event execution, including layout, stages, sound, and teardown in August.

Milestones: Vendor agreements by June; on-site preparations July; event execution August.

2. Timeline

Month	Category	Key Milestones
December	City & Council Vision	Clarify vision, target demographics, and long-term direction for West End Celebration 2026 and beyond.
January	Talent Booking & Program	Kick-off event planning; confirm headliner by early spring.
	Sponsorship & Partnerships	Sign-off on event and timeline plans.
February	Sponsorship & Partnerships	Finalize sponsorship package; begin outreach.
	Talent Booking & Program	Continue booking supporting acts.
	Marketing & Communications	Prepare first marketing campaign content.
March	Sponsorship & Partnerships	Launch creative partnerships (e.g., branded beer) and expand outreach.
	Marketing & Communications	First push marketing campaign.
	Logistics & Operations	Open vendor sign-up, prioritizing returning vendors.
April	Sponsorship & Partnerships	Sponsorship agreements complete.
	Marketing & Communications	Weekly social posts, band promotion, teaser content.
May	Marketing & Communications	Targeted ads and vendor/band exposure.
June	Talent Booking & Program	Supporting acts confirmed; finalize stage schedules and artist needs.

Month	Category	Key Milestones
	Marketing & Communications	Second push marketing campaign.
	Logistics & Operations	Finalize vendor agreements, permits, readiness review.
July	Marketing & Communications	Begin final marketing push, countdown, live updates.
	Logistics & Operations	On-site setup and equipment testing; coordinate with City officials and departments.
August	Logistics & Operations	Oversee and manage on-site event execution, including teardown.
Post-Event	Evaluation	Collect feedback, financial analysis, post-event report.

3. Risks & Assumptions

Risks: Talent availability, sponsorship delays, logistical challenges, weather, regulatory changes.

Assumptions: Timely collaboration with city officials and vendors, flexibility in deliverables, clear stakeholder communication.

EXHIBIT B

Payment terms, schedule, and reimbursements

1. Pre-scheduled payments for Event Coordinator Fee

The City of Sand City pays Contractor **\$30,000** as the planning fee, divided into **four payments of 7,500** to be invoiced on the following payments dates:

- Payment 1 (USD 7,500): Feb 1, 2025
- Payment 2 (USD 7,500): April 1, 2025
- Payment 3 (USD 7,500): June 1, 2025
- Payment 4 (USD 7,500): August 1, 2025

Event Coordinator Fees to be paid to **Nadja De Maeseneer, 2341 Harper St, Santa Cruz, CA 95062**

2. Expense Management

- Contractor is authorized to pay directly for expenses already within the limits of the approved budget plan (e.g., band fees, marketing materials).
- **Reimbursement Process:** We will submit receipts with attached invoices for all expenses to the City as part of the monthly budget report. Reimbursements should be made within 30 days of receipt to **Nadja De Maeseneer, 2341 Harper St, Santa Cruz, CA 95062**

3. Revenue Management

All event revenue including but not limited to vendor fees, donations, and revenue shares for food or alcohol sales, will be paid **directly to the City of Sand City**. Contractor will serve as the **organizing and record-keeping partner**, maintaining transparent financial records and submitting monthly reports to the City as required by the contract.

4. Budget Reporting and Transparency

Monthly Budget Reports: Contractor is to submit a simple budget report to the City every month, covering:

- **Expenses:** All expenses
- **Revenue:** Expected amounts, revenue shares distributed, and remaining balances.
- **Forecast:** Remaining budget and anticipated upcoming costs.

**CITY OF SAND CITY
RESOLUTION SC 25-___, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
PROFESSIONAL SERVICE AGREEMENT WITH NADJA DE MAESENEER TO
PROVIDE EVENT COORDINATION SERVICES FOR THE WEST END CELEBRATION,
IN AN AMOUNT NOT TO EXCEED \$95,000, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, on October 1, 2024, the City Council of Sand City (City) directed the City Manager to prepare a Request for Proposals (RFP) for services for the coordination of the City's West End Celebration (WEC); and

WHEREAS, on October 22, 2024 at a special meeting, an RFP was considered and approved by City Council; and

WHEREAS, after a successful RFP process, on December 3rd, 2024, City Council authorized the City Manager to enter into a Professional Services Agreement with Nadja De Maeseneer and Matthew Swinnerton of Event Santa Cruz for the coordination of the 2025 West End Celebration; and

WHEREAS, on September 16th, 2025, Nadja De Maeseneer provided a recap to City Council, the public and staff, of the 2025 West End Celebration's successes and challenges; and

WHEREAS, after providing Nadja De Maeseneer with Council's feedback and future direction, Council gave direction to the City Manager to bring back a Professional Services Agreement (PSA) with Nadja De Maeseneer and Matthew Swinnerton for the coordination of the 2026 West End Celebration ; and

WHEREAS, the West End Coordinators will work in close collaboration with the West End Committee on music and talent booking decisions.

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

1. The City Manager is authorized to execute a Professional Service Agreement in substantially the same form as shown in Attachment B, subject to review and approval of the City Attorney, with Event Santa Cruz in an amount not to exceed \$95,000.

PASSED AND ADOPTED by the City Council of the City of Sand City this 21st day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk