



CITY COUNCIL REGULAR MEETING

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

TUESDAY, DECEMBER 16, 2025

5:30 PM

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

City Council Regular Meeting - Tuesday, December 16, 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 and Regular Meeting Minutes for August 19, 2025
[Draft Minutes](#)

5B. Approve a Resolution Approving a \$10,000 Donation to the Food Bank of Monterey County
[Staff Report](#)
[Resolution](#)

5C. Approve a Resolution Authorizing the Successor Agency Executive Director to Execute a Professional Services Agreement with RSG, Inc.
[Staff Report](#)
[Resolution](#)
[Draft Contract](#)

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

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

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

- 8A. Adopt an Ordinance Amending Title 15 of the Sand City Municipal Code Regarding the Adoption of Building, Fire and Related International Codes
[Staff Report](#)
[Ordinance](#)
[Exhibit A](#)

9. NEW BUSINESS

- 9A. Approve a Resolution Declaring a Vacancy on the City Council of Sand City and Establishing a Process to Fill the Vacancy
[Staff Report](#)
[Resolution](#)
[City Charter](#)
[Statement of Interest](#)
- 9B. Approve a Resolution of the Sand City Successor Agency to the Former Sand City Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS 26-27) and Administrative Budget for the Period July 1, 2026 through June 30, 2027
[Staff Report](#)
[Resolution](#)
- 9C. Discussion: Authorization for the City Manager to Amend the Fiscal Year 2025-26 Budget to Add One Full-Time Police Officer Position
[Staff Report](#)

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

11. ADJOURNMENT

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

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

**AGENDA ITEM
5A.**

**Approve the City Council Special Meeting
and Regular Meeting Minutes for August
19, 2025**

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

City Council Special Meeting - Tuesday, August 19, 2025
5:00 PM

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

Vice Mayor Blackwelder called the meeting to order at 5:10 PM.

1. ROLL CALL

Present: Mayor Carbone, via teleconference
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

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

- 3A. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) (six cases)

(At the June 17, 2025 regular City Council meeting a legal representative of auto dealerships spoke in opposition to the proposed design of the City segment of the Monterey Bay Coastal Recreation Trail and have also made subsequent oral threats of potential litigation regarding the proposed design.)

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

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

4. ADJOURNMENT

Council adjourned the meeting at 5:50 PM.

Kerry Lindstrom, City Clerk

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

City Council Regular Meeting – Tuesday, August 19, 2025, 5:30 PM
As allowed by Assembly Bill 2449, this meeting was conducted in person and by teleconference.

Vice Mayor Blackwelder called the meeting to order at 5:52 PM.

1. ROLL CALL

Present: Mayor Carbone, via teleconference
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Contract City Planner Anastazia Aziz, EMC
Contract City Planner Brian Foucht, EMC
Planning Manager Nick McIlroy
Finance Manager Jennifer Pope
Police Administrative Analyst Laura Morales

2. PLEDGE OF ALLEGIANCE

Planning Manager Nick McIlroy led the Pledge of Allegiance.

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

Mayor Carbone outlined the upcoming League of Cities Monterey division meeting on September 8.

City Manager Vibeke Norgaard announced the West End Celebration is happening this coming weekend, Granite Rock has agreed to a mural, and will attend an updated hotel tour. She also announced that the bike trail DCIP grant was not awarded to Sand City, the TAC Board is recommending to TAMC that Sand City receive \$2 million for the storm water improvement project, and a 3CE grant application.

City Attorney Adam Lindgren had no announcements.

4. COMMUNICATIONS

Public comment received from Brian Clark.

5. SWEARING IN CEREMONY

New Planning Manager Nick McIlroy was sworn in by City Manager Vibeke Norgaard.

6. CONSENT CALENDAR

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Council voted 5-0-0 to approve the Consent Calendar.

- 6A. Approved Resolution SC 25-41 Recognizing California's 175th Anniversary of Statehood.
- 6B. Approved Resolution SC 25-42 Honoring Gary Haedrich and Son for His Contribution and Services of 70 Years of Business in the City of Sand City.
- 6C. Designated Mayor Carbone to serve as the voting delegate and Councilmember Michelle Adams to serve as the alternate to represent the City of Sand City for the 2025 League of California Cities Annual Conference and Expo.
- 6D. Approved Resolution SC 25-43 Rescinding and Replacing Resolution SC25-27 and Approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule.
- 6E. Approved Resolution SC 25-44 Approving a Lease Agreement with Moore Twining Associates, Inc. for the Lease of Property Located at 501 Ortiz Avenue and Authorizing the City Manager to Execute the Agreement.
- 6F. Approved Resolution SC 25-45 Authorizing the City Manager to Execute the First Amendment to the Professional Services Agreement Between the City of Sand City and Hinderliter, de Llamas & Associates (HdL) for Transaction and Use Tax Audit & Information Services for Measure "L".
- 6G. Approved Resolution SC 25-46 Designating the City Manager, Finance Manager, and Administrative Services Manager as the City's Agents that can Provide Required Assurance and Execute Agreements for the Purpose of Obtaining Financial Assistance from the Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (CAL OES); and Approving CAL OES Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies.
- 6H. Accepted the City/Successor Agency Financial Report from July 2025.

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PRESENTATION

None.

9. PUBLIC HEARING

- 9A. First Reading of an Ordinance of the City of Sand City Amending Title 17, Adding Chapter 17.55 Urban Lot Splits, and First Reading of an Ordinance of the City of Sand City Amending Title 10 Vehicles and Traffic and Title 18 Zoning of the

Municipal Code to Implement the City of Sand City 2023-2031 (Sixth Cycle) Housing Element ***This item is continued from July 15, 2025.***

Public comment received from Brian Clark.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Council voted unanimously to waive the reading of the ordinance Amending Title 17 in full and read by title only.

Upon motion by Mayor Carbone and seconded by Councilmember Sofer, Council voted 5-0-0 and held the first reading of an ordinance of the City of Sand City amending Title 17, adding Chapter 17.55 Urban Lot Splits.

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Council voted unanimously to waive the reading of the ordinance Amending Title 10 Vehicles and Traffic and Title 18 Zoning in full and read by title only.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Council voted 5-0-0 and held the first reading of an ordinance of the City of Sand City amending Title 10 Vehicles and Traffic and Title 18 Zoning of the Municipal Code to implement the City of Sand City 2023-2031 (Sixth Cycle) Housing Element.

- 9B. First Reading of an Ordinance of the City of Sand City Amending Title 18 (Zoning) of the Sand City Municipal Code to Add Section 18.62.171 (Uses Conducted Within Enclosed Buildings) Applicable to the Zoning Districts: 18.13 MU-P Planned Mixed Use; 18.14 C-1 Light Commercial; 18.15 C-2 Heavy Commercial; 18.18 C-3 Neighborhood Shopping; and 18.20 Manufacturing and Deleting Zoning Code Section 18.14.060.B

Public comment received by Justin Rumps, and Brian Clark.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Council voted unanimously to waive the reading of the ordinance amending Title 18 in full and read by title only.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Council voted 5-0-0 and held the first reading of an ordinance of the City of Sand City Amending Title 18 (Zoning) of the Sand City Municipal Code to Add Section 18.62.171 (Uses Conducted Within Enclosed Buildings) Applicable to the Zoning Districts: 18.13 MU-P Planned Mixed Use; 18.14 C-1 Light Commercial; 18.15 C-2 Heavy Commercial; 18.18 C-3 Neighborhood Shopping; and 18.20 Manufacturing and Deleting Zoning Code Section 18.14.060.B.

10. NEW BUSINESS

- 10A. Approve a Resolution to Adopt Policies and Procedures for Providing Priority

Water and Sewer Service for Affordable Housing Projects Pursuant to Government Code Section 65589.7

Public comment received by Brian Clark.

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Council voted to approve Resolution SC 25-47 to adopt policies and procedures for providing priority water and sewer service for affordable housing projects pursuant to Government Code Section 65589.7.

Motion carried 5-0 by the following vote:

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

10B. Introduce Sand City's Potential Participation in the County of Monterey's HOME Consortium.

Public comment received by Brian Clark.

The Council received a presentation from Planning Manager Nick McIlroy regarding the City's potential participation in the County of Monterey's HOME Consortium. The Planning Manager provided background information and indicated that the City will be moving forward with its participation.

10C. Approve a Resolution Authorizing the City Manager to Enter into a Three-Year Professional Services Agreement with NBS at a Cost not to Exceed \$10,000 Annually for the Administration of CFD 2021-1 (South of Tioga Project).

No public comment received.

Upon motion by Mayor Carbone and seconded by Councilmember Sofer, Council voted to approve Resolution SC 25-48 authorizing the City Manager to enter into a three-year professional services agreement with NBS at a cost not to exceed \$10,000 annually for the administration of CFD 2021-1 (South of Tioga Project).

Motion carried 5-0 by the following vote:

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

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

Councilmember Sofer mentioned attending a lecture by Monterey County Supervisor Wendy Root-Askew.

12. ADJOURNMENT

The meeting was adjourned at 7:20PM.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5B.**

**Approve a Resolution Approving a \$10,000
Donation to the Food Bank of Monterey
County**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager; Jennifer Pope, Finance Manager
SUBJECT: Approve a \$10,000 Donation to the Food Bank for Monterey County
DATE: December 16, 2025

BACKGROUND/DISCUSSION:

At the November 4, 2025, Council Meeting City Council recommended the approval of a \$10,000 donation to the Food Bank of Monterey County to help support rising food insecurities caused by the Federal Government shutdown. Although the Federal Government has since reopened, the Food Bank of Monterey County continues to experience high demand for food assistance and ongoing financial pressures, particularly during the holiday season.

Local government entities such as Monterey County and local cities have contributed to the Food Bank to support the community needs. Per Council direction, staff is requesting approval of an \$8,000 City donation to the Food Bank, along with the approval of two individual Council Members donations:

- \$1,000 Food Bank of Monterey County – Council Member Michelle Adams
- \$1,000 Food Bank of Monterey County – Council Member Libby Sofer

CEQA:

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

FISCAL IMPACT:

Funds for the two individual Council Member donations totaling \$2,000 were appropriated in the FY 2025–26 budget. Staff is requesting City Council approval of an additional \$8,000 donation, which will be included in the mid-year budget adjustment consideration at the beginning of next year.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving a total \$10,000 donation to the Food Bank of Monterey County.

ATTACHMENTS:

1. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A \$10,000
DONATION TO THE FOOD BANK OF MONTEREY COUNTY**

WHEREAS, the Food Bank of Monterey County plays a critical role in addressing food insecurity throughout the region, distributing food to local families in need; and

WHEREAS, the Food Bank has experienced increased demand for food assistance following the recent Federal Government shutdown and continues to face financial strain; and

WHEREAS, at the November 4, 2025, City Council meeting, the Council recommended approval of a donation to support the Food Bank's continued operations in the amount of \$10,000; and

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

1. Approve a total donation of \$10,000 to the Food Bank of Monterey County, consisting of \$8,000 of newly appropriated funds and \$2,000 in Council Member donation allotments.
2. Authorizes the City Manager or designee to process the donation and take all necessary administrative actions.

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

**AGENDA ITEM
5C.**

**Approve a Resolution Authorizing the
Successor Agency Executive Director to
Execute a Professional Services Agreement
with RSG, Inc.**



Sand City Successor Agency

STAFF REPORT

TO: Successor Agency Chair and Agency Members
FROM: Vibeke Norgaard, SA Executive Director; Jennifer Pope, Finance Manager
SUBJECT: Contract for Professional Services between the Sand City Successor Agency and RSG, Inc. for the Preparation of the FY 27/28 ROPS and Administrative Budget
DATE: December 16, 2025

BACKGROUND/DISCUSSION:

At the City Council Meeting on November 1, 2022, the Sand City Successor Agency approved an agreement with RSG, Inc. to assist with the preparation of the Recognized Obligation Payment Schedule (ROPS) and general Successor Agency consulting services. Suzy Kim, Director, and Jillian Glickman, Senior Analyst at RSG have extensive knowledge and experience working with Successor Agencies and have provided the City with exceptional service for the past three years.

The current Professional Services Agreement between the Sand City Successor Agency and RSG, Inc. that includes the preparation of ROPS for FY 24/25 through FY 26/27, expires on June 30, 2026, with the approval of the 26/27 annual ROPS and administrative budget.

With the final payments for the Successor Agency's two primary obligations due in FY 26/27, staff recommends approving a new contract with RSG, Inc. in the amount of \$25,000 to complete the FY 27/28 ROPS. The \$25,000 proposed contract amount matches the Successor Agencies FY 26/27 Administrative Budget that will be heard by Council at the December 16th City Council Meeting.

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 additional FY 25/26 fiscal impact associated with the adoption of the resolution as \$29,305 was allocated for Management Consulting Services in the Successor Agency's FY 25/26 approved administrative budget and we are requesting the same amount for FY 26/27 ROPS.

RECOMMENDATION:

Staff recommends approval of the attached resolution authorizing the City Manager to enter into a professional services agreement with RSG, Inc., to perform the FY 27/28 ROPS and Administrative budget in an amount not to exceed \$25,000.

ATTACHMENTS:

1. Resolution
2. Draft Contract

**SAND CITY SUCCESSOR AGENCY
RESOLUTION SA 25-____, 2025**

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF SAND CITY
AUTHORIZING THE SUCCESSOR AGENCY EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH RSG, INC.**

WHEREAS, On November 1, 2022, City Council approved an agreement with RSG, Inc to assist with the preparation of the Recognized Obligation Payment Schedule (ROPS) and general Successor Agency consulting services; and

WHEREAS, RSG, Inc, continues to provide the necessary experience, technical expertise with over four decades of knowledge in consulting services for the preparation of the Recognized Obligation Payment Schedule (ROPS), Administrative Budget, and Prior Period Adjustment (PPA).

WHEREAS, RSG, Inc. has provided exceptional consulting and financial advisory services to the Successor Agency for the past three years; and

WHEREAS, the City of Sand City continues to need services to prepare the Successor Agency annual ROPS and consulting services for FY 27/28.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency of the City of Sand City that:

- 1) The Executive Director is authorized and directed to enter into a Professional Services Agreement with RSG, Inc. in substantially the same form as that attached as Exhibit A for an amount not to exceed \$25,000.
- 2) RSG, Inc. shall obtain a Sand City Business License.

PASSED AND ADOPTED by the Sand City Successor Agency this____day of December 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Chair
Successor Agency Board

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk
Successor Agency Board

RESOLUTION ATTACHMENT 1
Resolution SC 25- (2025)

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

This Agreement made this 16th day of December 2025 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and RSG Inc., a California Corporation, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

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

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at 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.

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 for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty-five thousand dollars (\$25,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-seven thousand five hundred dollars (\$27,500) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement

- b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
- c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

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 B 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:	RSG, Inc. 170 Eucalyptus Avenue Vista, CA 92084 Attention: Jim Simon, Principal & President
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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)

Jim Simon

Principal & President _____
(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	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



November 13, 2025

Via Electronic Mail

Vibeke Norgaard, City Manager
Jennifer Pope, Finance Manager
CITY OF SAND CITY / SAND CITY SUCCESSOR AGENCY
1 Pendergrass Way
Sand City, CA 93955

PROPOSAL — FY 2026-27 SUCCESSOR AGENCY SERVICES

Dear Ms. Norgaard:

RSG, Inc. ("RSG") is pleased to present this proposal to the City of Sand City ("City") and Sand City Successor Agency ("Successor Agency") to assist with the preparation of the Recognized Obligation Payment Schedule ("ROPS") and general Successor Agency consulting services.

RSG began as one of the most recognized experts in redevelopment until its dissolution in 2012. Today, RSG remains a leader working with successor agencies on the administration of ROPS and Long Range Property Management Plan ("LRPMP") disposition. We work for dozens of successor agencies in California, which we believe is the most of any professional firm. In this capacity, we do everything from conduct cash balance audits, prepare Prior Period Adjustment forms, ROPS, ROPS amendments, meet and confer requests, and even serving as technical advisor on successor agency litigation against the state and on legislation to improve the Dissolution Act. We have fought on behalf of successor agencies against the state and been largely successful, resulting in clients getting more ROPS obligations approved and funded.

RSG has also served as fiscal consultant for over a dozen bond refundings in the past several years for successor agencies, resulting in savings and more benefits accruing to the cities and other taxing agencies.

Should you wish to discuss any of the information presented or how RSG can assist the City, I may be contacted directly over email at jsimon@rsgsolutions.com or by phone at 714.316.2120. Suzy Kim, Director and Project Manager, may also be contacted at skim@rsgsolutions.com or 714.316.2116.

If you wish to proceed, please e-mail a scanned copy of this letter signed and dated below or send a contract in the City's preferred format.

Respectfully,

Jim Simon, Principal

Suzy Kim, Director

APPROVED AND AUTHORIZED TO PROCEED:

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

SCOPE OF WORK

Task 1: Annual ROPS 27-28 and Administrative Budget

The Successor Agency must submit an Annual ROPS to the Countywide Oversight Board ("Oversight Board") and California Department of Finance ("DOF"). RSG will assist the Successor Agency in completing the ROPS 27-28 that will be due February 1, 2027 and responding to Oversight Board and DOF inquiries. Should the Successor Agency dispute DOF's ROPS determination, RSG will assist in drafting a Meet and Confer request and is available to attend the meeting. The Successor Agency is allowed to amend the ROPS once during the Annual ROPS period. RSG can assist the Successor Agency if this need arises.

The Successor Agency must submit an annual administrative budget supporting the use of the annual administrative allowance permitted by law. RSG will assist in preparing the annual administrative budget for fiscal year 2027-28.

Task 2: Prior Period Adjustment 24-25

A Prior Period Adjustment ("PPA") reporting the difference between payment amounts approved on the ROPS and actual payments is due by October 1 annually. RSG will assist with the PPA report for actual expenses incurred during fiscal year 2024-25 that is due on October 1, 2026. This includes assisting the Successor Agency with providing any information requested by the County Auditor-Controller.

Task 3: Attend Meetings as Necessary

RSG will make a staff member available to the Successor Agency should they need assistance at Successor Agency, Oversight Board, or DOF meetings. The proposed Fee Schedule accounts for one (1) virtual Successor Agency Board (City Council) meeting, one (1) in-person Countywide Oversight Board meeting, and one (1) virtual meeting with DOF.

Task 4: RPTTF Distribution Review

RSG will review the County Auditor-Controller's January and June Redevelopment Property Tax Trust Fund ("RPTTF") distribution reports to ensure accuracy, including a review of the City shares of pass-through and Residual RPTTF payments that go to the City General Fund.

Task 5: Assist with Dissolution of the Successor Agency

The Successor Agency may dissolve once it has made its final payment on all remaining obligations, all real property is disposed of, and all litigation is resolved. RSG anticipates this could happen as early as fiscal year 2027-28 after a final bond payment is made in November 2027. However, the timing will be dependent on the status of pending litigation regarding a City-Redevelopment Agency loan. When the Successor Agency is ready, RSG can assist with activities to formally dissolve the Successor Agency as required by HSC Section 34187(b). This includes:

1. Submit a request to formally dissolve the Successor Agency to the oversight board within 30 days of the final ROPS payment.

2. Once the request has been approved, dispose of all remaining assets and transfer proceeds to the County Auditor-Controller to disburse to affected taxing entities within 100 days.
3. The oversight board will verify that the Agency has meet all requirements and adopt a final resolution dissolving the Successor Agency.

RSG will assist the Agency with completing these requirements at the time when they are necessary along with any new requirements imposed by new legislation.

Task 6: Additional Administrative Services as Needed

RSG will assist the Successor Agency with any additional administrative tasks as they arise and respond to general inquiries from DOF and other interested parties. This may include assistance with the Oversight Board and DOF's review of City loans to the former redevelopment agency or Successor Agency, including making a finding of legitimacy. RSG can also advise on and assist with LRPMP property disposition and navigating Surplus Land Act requirements.

Task 6 shall be billed on a time and materials basis pursuant to RSG's fee schedule, up to the negotiated contract amount. Should additional services be necessary that exceed the contract budget, RSG will seek staff's advance authorization and may require a contract amendment.

FEE SCHEDULE

RSG will complete these consulting services on a time-and-materials basis with a not-to-exceed amount of **\$25,000** for a term between July 1, 2026 and June 30, 2027. RSG's fees may be paid from the Successor Agency's administrative cost allowance. Should services be necessary that exceed the contract budget, such as assistance with City loan disputes or complex cash balance reconciliation issues, RSG will seek staff's advance authorization and may require a contract amendment.

Fee Schedule

Principal	\$305
Director	\$295
Senior Associate	\$250
Associate	\$205
Senior Analyst	\$185
Analyst	\$170
Research Assistant	\$145
Technician	\$120
Clerical	\$100
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs

and teleconferencing services. We also charge for copies of reports, documents, notices, and support material more than five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

TEAM

This engagement would be led by Jim Simon, Principal-in-Charge. Jim would be assisted by Suzy Kim, Director. Suzy manages RSG's Successor Agency product line and has personally overseen ROPS preparation for over 15 clients since dissolution. Additional RSG staff may be assigned as needed. All RSG resumes can be found at <https://rsgsolutions.com/meet-our-team/>

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA ITEM
5D.**

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



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: October 2025 Financial Report
DATE: December 16, 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, October 2025 (Attachment 1)
Revenue total - **\$1,478,472**
- b. Check Report, October 2025 (Attachment 2)
Expenditure total - **\$445,362**

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

- a. Revenue Report, October 2025 (Attachment 3)
Revenue total - **\$1,572**
- b. Check Report, October 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

There were no transfers in October 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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 10/1/2025 - 10/31/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TOT01	R00000986	10/1/2025 12:00:00 AM	TOT Tax	504.00
UUT	R00000987	10/1/2025 12:00:00 AM	Utility Users Tax	4,331.06
UUT	R00000988	10/1/2025 12:00:00 AM	Utility Users Tax	0.33
UUT	R00000989	10/1/2025 12:00:00 AM	Utility Users Tax	150.34
UUT	R00000990	10/1/2025 12:00:00 AM	Utility Users Tax	1,991.94
UUT	R00000991	10/1/2025 12:00:00 AM	Utility Users Tax	14,438.88
ART01	R00000992	10/1/2025 12:00:00 AM	Art Park Revenue	50.00
REF02	R00000992	10/1/2025 12:00:00 AM	West End Refundable Fees	100.00
PAR02	R00000993	10/1/2025 12:00:00 AM	Sand City Parking	40.00
VEHR	R00000994	10/1/2025 12:00:00 AM	Vehicle Release	95.00
POL01	R00000995	10/1/2025 12:00:00 AM	Police Report 4560	10.00
TUT01	R00000996	10/1/2025 12:00:00 AM	Transaction/Use Tax	358,420.27
STAX	R00000997	10/1/2025 12:00:00 AM	Sales Tax Received	270,705.62
RMRA	R00000998	10/1/2025 12:00:00 AM	Road Maintenance & Rehab	824.89
BL01	R00000999	10/1/2025 12:00:00 AM	Business License	48,698.85
REN01	R00001000	10/1/2025 12:00:00 AM	Rental Income	1,699.59
ENG01	R00001001	10/1/2025 12:00:00 AM	Engineering Fees	6,826.25
UUT	R00001002	10/1/2025 12:00:00 AM	Utility Users Tax	1,454.33
PAR02	R00001004	10/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001005	10/2/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00001006	10/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001007	10/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001008	10/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001009	10/2/2025 12:00:00 AM	Sand City Parking	100.00
REN01	R00001010	10/2/2025 12:00:00 AM	Rental Income	3,000.00
TOT01	R00001012	10/16/2025 12:00:00 AM	TOT Tax	1,042.80
STRIN	R00001013	10/16/2025 12:00:00 AM	Short Term Rental Inspection Fee	394.00
TOT01	R00001014	10/16/2025 12:00:00 AM	TOT Tax	1,700.88
TOT01	R00001015	10/16/2025 12:00:00 AM	TOT Tax	342.00
TOT01	R00001016	10/16/2025 12:00:00 AM	TOT Tax	686.33
TOT01	R00001017	10/16/2025 12:00:00 AM	TOT Tax	1,070.03
TOT01	R00001018	10/16/2025 12:00:00 AM	TOT Tax	891.72
TOT01	R00001019	10/16/2025 12:00:00 AM	TOT Tax	1,330.68
TOT01	R00001020	10/16/2025 12:00:00 AM	TOT Tax	114.00
STRIN	R00001022	10/16/2025 12:00:00 AM	Short Term Rental Inspection Fee	301.50

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
STRIN	R00001023	10/16/2025 12:00:00 AM	Short Term Rental Inspection Fee	197.00
TOT01	R00001024	10/16/2025 12:00:00 AM	TOT Tax	240.00
UUT	R00001025	10/16/2025 12:00:00 AM	Utility Users Tax	14.73
PAR02	R00001026	10/16/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001027	10/16/2025 12:00:00 AM	Sand City Parking	100.00
COPS	R00001028	10/16/2025 12:00:00 AM	COPS Grant	8,333.33
2103	R00001029	10/16/2025 12:00:00 AM	Gas Tax 2103	371.94
2105	R00001029	10/16/2025 12:00:00 AM	Gas Tax -2105 31	215.67
2106	R00001029	10/16/2025 12:00:00 AM	Gas Tax 2106 32	493.47
2107	R00001029	10/16/2025 12:00:00 AM	Gax Tax- 2107 33	296.45
SOU01	R00001030	10/16/2025 12:00:00 AM	South of Tioga Reimbursements	8,716.69
MSTSF	R00001031	10/16/2025 12:00:00 AM	MST SURF Project Reimbursement	14,412.75
TUP01	R00001032	10/16/2025 12:00:00 AM	Temporary Use Permit	100.00
TUP01	R00001033	10/16/2025 12:00:00 AM	Temporary Use Permit	439.00
TAMCX	R00001034	10/16/2025 12:00:00 AM	TAMC Measure X for Streets	12,922.57
TRA01	R00001035	10/16/2025 12:00:00 AM	Traffic Safety Fund	26.41
CRI01	R00001035	10/16/2025 12:00:00 AM	Criminal PC1463/City Fines	147.94
POC01	R00001035	10/16/2025 12:00:00 AM	County/Proof of Corr	1.96
P172	R00001035	10/16/2025 12:00:00 AM	1/2 Tax Police/Prop 172	36.56
REV	R00001035	10/16/2025 12:00:00 AM	County/Rev & Recovery	31.26
STRIN	R00001036	10/29/2025 12:00:00 AM	Short Term Rental Inspection Fee	100.50
TOT01	R00001037	10/29/2025 12:00:00 AM	TOT Tax	1,144.92
TOT02	R00001037	10/29/2025 12:00:00 AM	Transient Occupancy Tax Penalties	114.49
UUT	R00001038	10/29/2025 12:00:00 AM	Utility Users Tax	1,570.50
UUT	R00001039	10/29/2025 12:00:00 AM	Utility Users Tax	163.92
UUT	R00001040	10/29/2025 12:00:00 AM	Utility Users Tax	50.34
UUT	R00001041	10/29/2025 12:00:00 AM	Utility Users Tax	2,067.96
UUT	R00001042	10/29/2025 12:00:00 AM	Utility Users Tax	2,242.46
UUT	R00001043	10/29/2025 12:00:00 AM	Utility Users Tax	4,840.24
UUT	R00001044	10/29/2025 12:00:00 AM	Utility Users Tax	0.76
UUT	R00001045	10/29/2025 12:00:00 AM	Utility Users Tax	36.45
UUT	R00001046	10/29/2025 12:00:00 AM	Utility Users Tax	43.78
UUT	R00001047	10/29/2025 12:00:00 AM	Utility Users Tax	0.36
UUT	R00001048	10/29/2025 12:00:00 AM	Utility Users Tax	14,150.24
PAR02	R00001049	10/29/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00001050	10/29/2025 12:00:00 AM	Sand City Parking	75.00
PAR02	R00001051	10/29/2025 12:00:00 AM	Sand City Parking	75.00
WEST	R00001052	10/29/2025 12:00:00 AM	West End Revenue	1,007.30
WEST	R00001053	10/29/2025 12:00:00 AM	West End Revenue	35.20
STAX	R00001054	10/29/2025 12:00:00 AM	Sales Tax Received	274,598.40
TUT01	R00001055	10/29/2025 12:00:00 AM	Transaction/Use Tax	87.73

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TUT01	R00001056	10/29/2025 12:00:00 AM	Transaction/Use Tax	353,071.24
REN01	R00001057	10/29/2025 12:00:00 AM	Rental Income	1,699.59
BL01	R00001058	10/29/2025 12:00:00 AM	Business License	5,192.47
COA02	R00001059	10/29/2025 12:00:00 AM	Coastal Conservancy Grant	18,027.62
REN01	R00001060	10/29/2025 12:00:00 AM	Rental Income	3,000.00
RMRA	R00001061	10/29/2025 12:00:00 AM	Road Maintenance & Rehab	892.00
REF01	R00001062	10/29/2025 12:00:00 AM	Franchise TX RF.4040	20,155.03
CEFT	R00001063	10/30/2025 12:00:00 AM	California Emerging Technology Fund	5,000.00
IRWM	R00001064	10/31/2025 12:00:00 AM	IRWM Grant Reimbursement- Catalina St	215.00
Total Cash Receipts				<u><u>1,478,471.52</u></u>



City of Sand City

Check Report

By Check Number

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
A&R01	A & R Plumbing, Inc	10/09/2025	Regular	0.00	130.00	40987
ALT01	Alternator & Starter Exchange, Inc.	10/09/2025	Regular	0.00	111.21	40988
ASC01	American Supply CO	10/09/2025	Regular	0.00	273.91	40989
ATT04	AT&T	10/09/2025	Regular	0.00	95.17	40990
CAL01	California American Water	10/09/2025	Regular	0.00	2,995.25	40991
CAL15	California Consulting, Inc	10/09/2025	Regular	0.00	4,500.00	40992
COM11	Comcast	10/09/2025	Regular	0.00	231.65	40993
COR05	Corodata Records Management	10/09/2025	Regular	0.00	61.45	40994
MON10	County of Monterey- Department of Emergency	10/09/2025	Regular	0.00	15,348.00	40995
SOF02	Elizabeth A. Sofer	10/09/2025	Regular	0.00	76.30	40996
ELS01	ELS Architecture and Urban Design	10/09/2025	Regular	0.00	457.50	40997
EMC02	EMC Planning Group, Inc.	10/09/2025	Regular	0.00	32,540.88	40998
FIR03	First Alarm Security and Patrol, Inc	10/09/2025	Regular	0.00	45.71	40999
FLO03	Flock Safety	10/09/2025	Regular	0.00	32,500.00	41000
GRA12	Graniterock	10/09/2025	Regular	0.00	161.69	41001
GRE01	Green Valley Landscape, Inc.	10/09/2025	Regular	0.00	1,185.00	41002
HEA001	Health Equity	10/09/2025	Regular	0.00	838.00	41003
HOM01	Home Depot Credit Service	10/09/2025	Regular	0.00	317.58	41004
HOP01	Hope Services	10/09/2025	Regular	0.00	6,175.00	41005
POP03	Jennifer Pope	10/09/2025	Regular	0.00	87.00	41006
MOR07	Laura Morales	10/09/2025	Regular	0.00	220.00	41007
LEG01	Legal Notification Services, Inc.	10/09/2025	Regular	0.00	853.08	41008
MCP01	MCPOA	10/09/2025	Regular	0.00	280.00	41009
MOB02	Mobile Modular	10/09/2025	Regular	0.00	610.41	41010
MBT01	Monterey Bay Technologies, Inc.	10/09/2025	Regular	0.00	1,287.80	41011
MCH05	Monterey County Health Department	10/09/2025	Regular	0.00	2,000.00	41012
MCW01	Monterey County Weekly	10/09/2025	Regular	0.00	533.25	41013
MOW01	Monterey One Water	10/09/2025	Regular	0.00	415.98	41014
NAP01	Napa Auto Parts	10/09/2025	Regular	0.00	25.84	41015
PET01	Petty Cash	10/09/2025	Regular	0.00	159.76	41016
STU02	Sturdy Oil Company	10/09/2025	Regular	0.00	1,286.45	41017
TRA03	TRACNet	10/09/2025	Regular	0.00	3,066.50	41018
USB01	US Bank Corp Payment Systems	10/09/2025	Regular	0.00	5,820.07	41019
4LE01	4Leaf, Inc.	10/23/2025	Regular	0.00	4,709.24	41020
ATT03	AT&T	10/23/2025	Regular	0.00	202.53	41021
ATT05	AT&T Mobility	10/23/2025	Regular	0.00	1,044.45	41022
CDH01	Chris Dinner Heating	10/23/2025	Regular	0.00	4,459.91	41023
COM11	Comcast	10/23/2025	Regular	0.00	531.19	41024
COR04	Corodata Shredding, Inc	10/23/2025	Regular	0.00	73.57	41025
COS02	Costco Membership	10/23/2025	Regular	0.00	195.00	41026
MON10	County of Monterey- Department of Emergency	10/23/2025	Regular	0.00	767.00	41027
DOU01	Dougherty Pump & Drilling, Inc	10/23/2025	Regular	0.00	5,924.24	41028
EXP04	Express Printing- MP Express	10/23/2025	Regular	0.00	2,842.05	41029
FIR03	First Alarm Security and Patrol, Inc	10/23/2025	Regular	0.00	1,335.78	41030
BAR01	Foster & Foster, Inc	10/23/2025	Regular	0.00	2,100.00	41031
HEA001	Health Equity	10/23/2025	Regular	0.00	464.03	41032
HDL04	Hinderliter de Llamas & Associates	10/23/2025	Regular	0.00	2,338.48	41033
BUS05	Jeff Bushnell	10/23/2025	Regular	0.00	224.14	41034
LIN02	Kerry Lindstrom	10/23/2025	Regular	0.00	618.40	41035
MOR07	Laura Morales	10/23/2025	Regular	0.00	325.00	41036
MEY01	Meyers Nave, Corporation	10/23/2025	Regular	0.00	17,276.56	41037
MBA02	Monterey Bay Academy of Gymnastics	10/23/2025	Regular	0.00	5,000.00	41038
MBT01	Monterey Bay Technologies, Inc.	10/23/2025	Regular	0.00	3,635.02	41039
MCW01	Monterey County Weekly	10/23/2025	Regular	0.00	1,481.00	41040

Check Report

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MRW02	Monterey Regional Waste Management District	10/23/2025	Regular	0.00	483.88	41041
NAP01	Napa Auto Parts	10/23/2025	Regular	0.00	60.04	41042
PGE01	Pacific Gas & Electric	10/23/2025	Regular	0.00	3,736.31	41043
PET01	Petty Cash	10/23/2025	Regular	0.00	134.24	41044
POL01	Polaris Land Surveying, Inc.	10/23/2025	Regular	0.00	1,980.00	41045
PRI01	Primo Brands	10/23/2025	Regular	0.00	299.82	41046
PUB01	Public Storage	10/23/2025	Regular	0.00	480.00	41047
SHA03	Shamrock Office Solutions	10/23/2025	Regular	0.00	161.88	41048
SPC01	SPCA	10/23/2025	Regular	0.00	490.00	41049
STA03	Star Sanitation, LLC	10/23/2025	Regular	0.00	909.20	41050
STU02	Sturdy Oil Company	10/23/2025	Regular	0.00	844.45	41051
HER01	The Monterey County Herald	10/23/2025	Regular	0.00	966.63	41052
TRU02	Truth Seeker Investigations, LLC	10/23/2025	Regular	0.00	2,500.00	41053
VER01	Verizon Wireless	10/23/2025	Regular	0.00	64.26	41054
AFL01	Aflac	10/31/2025	Regular	0.00	527.94	41055
CLE01	California Law Enforcement Association	10/31/2025	Regular	0.00	288.00	41056
CSD01	California State Disburse Unit	10/31/2025	Regular	0.00	269.00	41057
HUM02	Humana Insurance Company	10/31/2025	Regular	0.00	4,731.49	41058
SAN01	Sand City Police Officers & Dept. Employees Ass	10/31/2025	Regular	0.00	1,420.00	41059
SUN02	Sun Life Financial	10/31/2025	Regular	0.00	933.92	41060
EDD001	Employment Development Dept	10/31/2025	Bank Draft	0.00	3,162.35	DFT0000195
EFTPS	Electronic Federal Tax Payment System	10/31/2025	Bank Draft	0.00	9,868.09	DFT0000196
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	1,930.45	DFT0000197
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	1,923.60	DFT0000198
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	1,975.72	DFT0000199
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	7,264.87	DFT0000200
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	7,391.67	DFT0000201
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	54,115.98	DFT0000202
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	6,862.60	DFT0000203
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	888.08	DFT0000204
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	3,818.62	DFT0000205
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	11,733.97	DFT0000206
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	5,754.75	DFT0000207
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	2,884.63	DFT0000208
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	10,232.07	DFT0000209
PERSRETIREMENT	CalPERS Retirement	10/31/2025	Bank Draft	0.00	46.00	DFT0000210
PERSHEALTH	CalPERS Health	10/31/2025	Bank Draft	0.00	39,115.74	DFT0000211
CAL16	Calpers 457 Plan	10/31/2025	Bank Draft	0.00	22,671.07	DFT0000212
EDD001	Employment Development Dept	10/31/2025	Bank Draft	0.00	17,162.56	DFT0000213
EFTPS	Electronic Federal Tax Payment System	10/31/2025	Bank Draft	0.00	45,039.84	DFT0000214

Bank Code Mechanics - General Summary

Payment Type	Payable	Discount	Payment
	Count		
Regular Checks	119	0.00	191,519.09
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	20	0.00	253,842.66
EFT's	0	0.00	0.00
	139	0.00	445,361.75



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 10/1/2025 - 10/31/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	10/31/2025	Bank Interest	1,572.48
			Total Cash Receipts	<u>1,572.48</u>

**AGENDA ITEM
5E.**

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



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: November 2025 Financial Report
DATE: December 16, 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, November 2025 (Attachment 1)
Revenue total - **\$70,474**
- b. Check Report, November 2025 (Attachment 2)
Expenditure total - **\$415,348**

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

- a. Revenue Report, November 2025 (Attachment 3)
Revenue total - **\$1,340**
- b. Check Report, November 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

There were no transfers in November 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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 11/1/2025 - 11/30/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TOT01	R00001066	11/12/2025 12:00:00 AM	TOT Tax	450.00
TOT01	R00001067	11/12/2025 12:00:00 AM	TOT Tax	744.12
TOT01	R00001068	11/12/2025 12:00:00 AM	TOT Tax	1,050.56
TOT01	R00001069	11/12/2025 12:00:00 AM	TOT Tax	1,070.68
TOT01	R00001070	11/12/2025 12:00:00 AM	TOT Tax	519.60
TOT01	R00001071	11/12/2025 12:00:00 AM	TOT Tax	2,018.52
COA02	R00001072	11/12/2025 12:00:00 AM	Coastal Conservancy Grant	20,020.76
SIG01	R00001073	11/12/2025 12:00:00 AM	Sign Permit & Master Sign Program	359.50
COPS	R00001074	11/12/2025 12:00:00 AM	COPS Grant	8,333.33
REAP1	R00001075	11/12/2025 12:00:00 AM	REAP Project	8,260.20
2103	R00001076	11/12/2025 12:00:00 AM	Gas Tax 2103	278.42
2105	R00001076	11/12/2025 12:00:00 AM	Gas Tax -2105 31	181.06
2106	R00001076	11/12/2025 12:00:00 AM	Gas Tax 2106 32	480.52
2107	R00001076	11/12/2025 12:00:00 AM	Gax Tax- 2107 33	247.77
TOT01	R00001077	11/14/2025 12:00:00 AM	TOT Tax	234.00
TOT01	R00001078	11/14/2025 12:00:00 AM	TOT Tax	965.16
BUI01	R00001079	11/14/2025 12:00:00 AM	Building Permit 4115	432.00
CBSC	R00001079	11/14/2025 12:00:00 AM	CBSC	1.00
STRIN	R00001080	11/14/2025 12:00:00 AM	Short Term Rental Inspection Fee	197.00
PAR02	R00001081	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PLA02	R00001082	11/14/2025 12:00:00 AM	Plan Check Fee- Building	174.00
TOT01	R00001083	11/14/2025 12:00:00 AM	TOT Tax	811.10
ENG01	R00001084	11/14/2025 12:00:00 AM	Engineering Fees	1,305.00
STRIN	R00001085	11/14/2025 12:00:00 AM	Short Term Rental Inspection Fee	100.50
SQU01	R00001086	11/14/2025 12:00:00 AM	Square Fees	8.80
PAR02	R00001087	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001089	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001090	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001091	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001092	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001093	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001094	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001095	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001096	11/14/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001097	11/14/2025 12:00:00 AM	Sand City Parking	100.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
SQU01	R00001098	11/14/2025 12:00:00 AM	Square Fees	0.48
PAR02	R00001099	11/18/2025 12:00:00 AM	Sand City Parking	40.00
UUT	R00001100	11/25/2025 12:00:00 AM	Utility Users Tax	0.62
UUT	R00001101	11/25/2025 12:00:00 AM	Utility Users Tax	1,670.02
UUT	R00001102	11/25/2025 12:00:00 AM	Utility Users Tax	34.59
UUT	R00001103	11/25/2025 12:00:00 AM	Utility Users Tax	40.52
UUT	R00001104	11/25/2025 12:00:00 AM	Utility Users Tax	143.63
UUT	R00001105	11/25/2025 12:00:00 AM	Utility Users Tax	2,370.99
UUT	R00001106	11/25/2025 12:00:00 AM	Utility Users Tax	2,187.63
UUT	R00001107	11/25/2025 12:00:00 AM	Utility Users Tax	4,233.17
UUT	R00001108	11/25/2025 12:00:00 AM	Utility Users Tax	1,656.71
UUT	R00001109	11/25/2025 12:00:00 AM	Utility Users Tax	194.50
BL01	R00001110	11/25/2025 12:00:00 AM	Business License	7,764.65
TRA01	R00001111	11/25/2025 12:00:00 AM	Traffic Safety Fund	33.96
CRI01	R00001111	11/25/2025 12:00:00 AM	Criminal PC1463/City Fines	68.81
POC01	R00001111	11/25/2025 12:00:00 AM	County/Proof of Corr	1.96
P172	R00001111	11/25/2025 12:00:00 AM	1/2 Tax Police/Prop 172	37.48
REV	R00001111	11/25/2025 12:00:00 AM	County/Rev & Recovery	44.82
CAB01	R00001112	11/25/2025 12:00:00 AM	Cable Franchise	1,205.47
Total Cash Receipts				<u><u>70,473.61</u></u>



City of Sand City

Check Report

By Check Number

Date Range: 11/01/2025 - 11/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
A&R01	A & R Plumbing, Inc	11/06/2025	Regular	0.00	555.00	41061
AMA01	Amazon Capital Services, Inc	11/06/2025	Regular	0.00	2,067.26	41062
ASC01	American Supply CO	11/06/2025	Regular	0.00	31.96	41063
ATT04	AT&T	11/06/2025	Regular	0.00	95.37	41064
CAL01	California American Water	11/06/2025	Regular	0.00	1,184.89	41065
CHA04	California Highway Adoption Co.	11/06/2025	Regular	0.00	350.00	41066
MCK01	Callie McKenzie	11/06/2025	Regular	0.00	100.00	41067
CED01	CED	11/06/2025	Regular	0.00	34.21	41068
COM11	Comcast	11/06/2025	Regular	0.00	231.65	41069
CYP04	Cypress Coast Ford	11/06/2025	Regular	0.00	146.66	41070
GEN01	General Code	11/06/2025	Regular	0.00	5,173.00	41071
HDL02	HDL Companies, LLC.	11/06/2025	Regular	0.00	74.04	41072
HDL03	HdL Coren & Cone	11/06/2025	Regular	0.00	1,428.97	41073
HOM01	Home Depot Credit Service	11/06/2025	Regular	0.00	435.78	41074
LCW01	Liebert Cassidy Whitmore	11/06/2025	Regular	0.00	47.50	41075
MOB02	Mobile Modular	11/06/2025	Regular	0.00	610.41	41076
MCW01	Monterey County Weekly	11/06/2025	Regular	0.00	1,244.00	41077
PET01	Petty Cash	11/06/2025	Regular	0.00	170.97	41078
STU02	Sturdy Oil Company	11/06/2025	Regular	0.00	1,242.12	41079
USB01	US Bank Corp Payment Systems	11/06/2025	Regular	0.00	8,227.57	41080
4LE01	4Leaf, Inc.	11/19/2025	Regular	0.00	16,047.08	41081
ATT05	AT&T Mobility	11/19/2025	Regular	0.00	1,061.72	41082
CAL15	California Consulting, Inc	11/19/2025	Regular	0.00	4,500.00	41083
CHA04	California Highway Adoption Co.	11/19/2025	Regular	0.00	350.00	41084
CLA03	CliftonLarsonAllen, LLP	11/19/2025	Regular	0.00	20,450.00	41085
COM11	Comcast	11/19/2025	Regular	0.00	531.19	41086
COR05	Corodata Records Management	11/19/2025	Regular	0.00	61.45	41087
COR04	Corodata Shredding, Inc	11/19/2025	Regular	0.00	73.57	41088
SOF02	Elizabeth A. Sofer	11/19/2025	Regular	0.00	40.00	41089
EMC02	EMC Planning Group, Inc.	11/19/2025	Regular	0.00	31,179.08	41090
BAR01	Foster & Foster, Inc	11/19/2025	Regular	0.00	2,750.00	41091
GRA11	Granicus, LLC	11/19/2025	Regular	0.00	5,846.15	41092
GRE01	Green Valley Landscape, Inc.	11/19/2025	Regular	0.00	1,185.00	41093
HAR06	Harris & Associates, Inc	11/19/2025	Regular	0.00	48,413.75	41094
HOP01	Hope Services	11/19/2025	Regular	0.00	6,483.75	41095
BUS05	Jeff Bushnell	11/19/2025	Regular	0.00	224.14	41096
POP03	Jennifer Pope	11/19/2025	Regular	0.00	1,212.12	41097
BAL05	Jerod Balthrop	11/19/2025	Regular	0.00	3,978.50	41098
MEY01	Meyers Nave, Corporation	11/19/2025	Regular	0.00	42,556.00	41099
MRW02	Monterey Regional Waste Management District	11/19/2025	Regular	0.00	691.07	41100
NLC01	National League of Cities	11/19/2025	Regular	0.00	318.00	41101
PGE01	Pacific Gas & Electric	11/19/2025	Regular	0.00	4,158.70	41102
PET01	Petty Cash	11/19/2025	Regular	0.00	205.74	41103
PUB01	Public Storage	11/19/2025	Regular	0.00	480.00	41104
SHA03	Shamrock Office Solutions	11/19/2025	Regular	0.00	218.65	41105
STA03	Star Sanitation, LLC	11/19/2025	Regular	0.00	813.00	41106
SWR01	State Water Resources Control Board	11/19/2025	Regular	0.00	3,614.00	41107
VER01	Verizon Wireless	11/19/2025	Regular	0.00	64.26	41108
VES01	Vestis	11/19/2025	Regular	0.00	1,302.06	41109
AFL01	Aflac	11/26/2025	Regular	0.00	527.94	41110
CLE01	California Law Enforcement Association	11/26/2025	Regular	0.00	288.00	41111
CSD01	California State Disburse Unit	11/26/2025	Regular	0.00	269.00	41112
HUM02	Humana Insurance Company	11/26/2025	Regular	0.00	4,864.57	41113
SAN01	Sand City Police Officers & Dept. Employees Ass	11/26/2025	Regular	0.00	1,420.00	41114

Check Report

Date Range: 11/01/2025 - 11/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SUN02	Sun Life Financial	11/26/2025	Regular	0.00	933.92	41115
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	1,930.45	DFT0000215
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	1,923.60	DFT0000216
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	1,975.72	DFT0000217
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	7,318.15	DFT0000218
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	7,445.88	DFT0000219
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	6,862.60	DFT0000220
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	888.08	DFT0000221
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	3,818.62	DFT0000222
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	8,833.09	DFT0000223
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	4,740.68	DFT0000224
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	2,884.63	DFT0000225
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	10,364.80	DFT0000226
PERSRETIREMENT	CalPERS Retirement	11/26/2025	Bank Draft	0.00	46.00	DFT0000227
PERSHEALTH	CalPERS Health	11/26/2025	Bank Draft	0.00	39,115.74	DFT0000228
CAL16	Calpers 457 Plan	11/26/2025	Bank Draft	0.00	22,671.07	DFT0000229
EDD001	Employment Development Dept	11/26/2025	Bank Draft	0.00	17,577.00	DFT0000230
EFTPS	Electronic Federal Tax Payment System	11/26/2025	Bank Draft	0.00	46,388.24	DFT0000231

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	108	0.00	230,563.77
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	17	0.00	184,784.35
EFT's	0	0.00	0.00
	125	0.00	415,348.12



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 11/1/2025 - 11/30/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	11/30/2025	Bank Interest	1,339.84
Total Cash Receipts				<u>1,339.84</u>

**AGENDA ITEM
8A.**

**Adopt an Ordinance Amending Title 15 of
the Sand City Municipal Code Regarding
the Adoption of Building, Fire and Related
International Codes**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: John Kuehl, CBO, City Building Official, Justin Cooper, Division Chief / Fire Marshal
SUBJECT: Adoption of the 2025 Building Code Amendments
DATE: December 16, 2025

SUBJECT: On November 4, 2025 the City Council conducted a public hearing and introduced a first reading of the Building and Fire Code Ordinance amending Title 15 of the Sand City Municipal Code to adopt the 2025 California Building Code; the 2025 California Historical Building Code; The 2025 California Existing Building Code; The 2025 California Residential Building Code; including Appendix BO; The 2025 California Plumbing Code; The 2025 California Electric Code; The 2025 California Mechanical Code, The 2025 California Green Building Standards Code; The 2025 California Energy Code; The 2025 California Fire Code and all appendices; The 2025 California Referenced Standards Code; The 2025 California Administrative Code; The 2025 California Wildland-Urban Interface Code; and the 2024 International Property Maintenance Code.

BACKGROUND

The State of California adopted updated editions of the California Building Standards Code (inclusive of the Building Code, Fire Code, Historical Building Code, Existing Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Green Building Code, and International Property Maintenance Code) that become effective on January 1, 2026. These codes must be implemented by county and municipal governments throughout California as of that date. Following the State's adoption of updated Building Standard Codes, the City adopts an ordinance to amend and update Title 15 of the Sand City Municipal Code (the "SCMC") to be consistent with the updated California Code. The following is a list of the updated California codes to be adopted and incorporated into the SCMC:

- California Building Code 2025 ed.
- California Historic Building Code, 2025 ed.;
- California Existing Building Code, 2025 ed.;
- California Residential Code, 2025 ed.;
- California Plumbing Code, 2025 ed.;
- California Electrical Code, 2025 ed.;
- California Mechanical Code, 2025 ed.;
- California Green Building Standards Code, 2025 ed.;
- California Energy Code, 2025 ed;

California Fire Code; 2025 ed.;
California Referenced Standards Code 2025 ed;
California Administrative Code 2025 ed;
California Wildland-Urban Interface 2025 ed;
International Property Maintenance Codes, 2025 ed.;

DISCUSSION

The California Building Standards codes regulating building, fire, electrical, plumbing, and mechanical conditions are revised on a multi-year cycle. In January 2025, the State adopted and approved the 2025 Edition of the Building Standards Codes, also known as the California Codes. These codes were published July 1, 2025, and will become effective January 1, 2026 (and are known as the 2025 Edition of the California Codes). All local jurisdictions in California are mandated to begin enforcement of these new codes and standards by January 1, 2026.

Typically, and in accordance with state law, local jurisdictions incorporate additional regulations that address special circumstances in the community or area provided. Such special regulations are based on geographical, topographical, climatic, or environmental findings. City staff have developed and incorporated a few local amendments to the model codes. These amendments are consistent with past code adoptions.

Council could choose to adopt the new 2025 Edition of the Building Standards Codes with no changes. However, the amendments are necessary to address local conditions. Similar amendments are believed to be appropriate for structures in Sand City. For each amendment to be effective, they must be adopted by the City Council along with the model codes that have been adopted by the state.

The proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. Staff has determined that the Ordinance amendment does not have the potential to cause a significant effect on the environment because the updated Building Codes ensure that property improvements meet the State of California's health and safety requirements. Any environmental review needed for new projects is completed during the City's planning approval process, before building permits are issued.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and motion for adoption of the attached ordinance, to update and amend related sections of Title 15 of the Sand City Municipal Code for 1) consistency and compliance with the State of California 2) incorporate amendments that are specific to Sand City's local climate, geology, and topographical conditions as allowed by California Health and Safety Code Sections 17958, 17958.5, and 17958.7.

ATTACHMENTS:

1. City of Sand City Ordinance No. __, 2025
2. Exhibit A - Ordinance to Amend Title 15 of the City's Municipal Code

**CITY OF SAND CITY
ORDINANCE SC 25- __, 2025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AMENDING TITLE 15 OF THE SAND CITY MUNICIPAL CODE REGARDING THE
ADOPTION OF BUILDING, FIRE AND RELATED INTERNATIONAL CODES**

WHEREAS, the State of California adopted and approved the 2025 edition of the California Building Standards Code (inclusive of the Building Code, Fire Code, Historical Building Code, Existing Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Green Building Code, and International Property Maintenance Code) on January 16, 2025, that will become effective January 1, 2026; and

WHEREAS, the City Council of the City of Sand City finds that the continued efficient operation of city government and public services for public health, safety, and welfare requires adoption of the latest California Building Standards Code and maintaining previously adopted pertinent local amendments thereof; and

WHEREAS, in accordance with State law that enables local jurisdictions to incorporate additional regulations and/or amendments that address special circumstances in their community and/or area based on geographical, topographical, climatic, or environmental findings the City will adopt a series of code amendments with the adoption of the 2025 California Building Code Standards; and

WHEREAS, certain Municipal Code sections of Title 15 that make specific reference to the 2025 Building, Fire, Plumbing, and Residential codes are included in this Ordinance for amendments as they must be updated to reference the corresponding 2025 California Building Standard Codes; and

WHEREAS, the City of Sand City has certain contractual obligations to fulfill, as noted in Section 4.3 of the "Public Safety Service Agreement" (2009 edition) between the City of Sand City and the City of Monterey who serves as Sand City's Fire Departments to adopt and maintain an Ordinance with the most current edition of the California Fire Code with amendments consistent with neighboring jurisdictions; and

WHEREAS, specific amendments have been prepared by the City which are more restrictive in nature than those sections adopted by the State of California (State Building Standards Code, and State Housing and Community Development Code) commonly referred to as Title 24 and Title 25 of the California Administrative Code, where these "Findings of Fact" listed in the recitals that follow are submitted and made a part of this Ordinance pursuant to Section 17958.5 and Section 17958.7 of the California Health and Safety Code, and under the provisions of Section 17922.2 of the California Health and Safety Code, these changes are reasonably necessary and are based on climatic, geographical, and/or topographical conditions and address each of these situations that either singularly, or in combination, causes the established amendments to be necessary and adopted; and

WHEREAS, the climate weather patterns within the City of Sand City are considered to be moderately effected by the ocean bodies of the Pacific Ocean and Monterey Bay where the normal year's average annual rainfall of approximately eighteen to nineteen (18-19) inches for Monterey County, the prevalent Pacific High Cell summer conditions that create mid-day fog associated with Sand City, and the later year winds and drying vegetation are all factors that contribute to a natural hazardous fuel condition for fires while normal temperatures usually do not exceed 75-80 degrees, during late summer and early fall (August, September, October) the temperatures can climb to 85 degrees plus; and

WHEREAS, the City of Sand City (like other Monterey Peninsula cities) could be impacted by water rationing due to storage capacities, public demand and consumption, and climatic conditions that limit water resources, where sound management of local water resources is possible and implemented, actual demands on an already stressed water supply is most assuredly predicted; and

WHEREAS, the region is located in an area of potentially high seismic activity as indicated by United States Geological Survey and California Division of Mines and Geology where the lack of flexibility in materials and/or building systems has been a contributing factor to damages reducing the life-safety to building occupants and increases the cost of rehabilitation of structures and indicates the need for increased levels of safety in buildings systems, including but not limited to means of egress, wiring systems, and fire protection systems; and

WHEREAS, Findings for Residential Unit impacts:

- (1) The changes or modifications are substantially equivalent to changes or modifications that were previously filed by the governing body of the city and were in effect as of September 30, 2025.
- (2) The City Council deems those changes or modifications necessary as emergency standards to protect health and safety.
- (3) The changes or modifications relate to home hardening.
- (4) The building standards relate to home hardening and are proposed for adoption by a local fire prevention district pursuant to Section 13869.7.
- (5) The changes or modifications are necessary to implement a local code amendment that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.
- (6) The changes or modifications are related to administrative practices, are proposed for adoption during the intervening period pursuant to Section 18942, and exclusively result in any of the following:
 - (A) Reductions in time for a local agency to issue a post entitlement permit.
 - (B) Alterations to a local agency's post entitlement fee schedule.
 - (C) Modernization of, or adoption of, new permitting platforms and software utilized by the local agency.

- (D) Reductions in cost of internal operation for a local agency.
- (E) Establishment, alteration, or removal of local programs related to enforcement of building code violations or complaints alleging building code violations.

WHEREAS, the proposed changes or modifications to the California Building Code in Sand City's Municipal Code Chapter 15.06, Sections 15.06.010 and 15.06.040 are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

WHEREAS, the changes or modifications to the California Fire Code in Sand City's Municipal Code Chapter 15.08 for Section 15.08.040 are related to administrative practices and are proposed for adoption during the intervening period pursuant to Section 18942 and exclusively results in reductions in time for a local agency to issue a post entitlement permit.

WHEREAS, the changes or modifications to the California Fire Code in Sand City's Municipal Code Chapter 15.08 for Sections 15.08.050, 15.08.070, 15.08.080, 15.08.090, 15.08.100, 15.08.110, 15.08.120, 15.08.130, 15.08.160, 15.08.170, are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025. Further, these sections are based on the geographical and climatic findings above.

WHEREAS, the changes or modifications to the California Fire Code in Sand City's Municipal Code Chapter 15.08 for Sections 15.08.060, 15.08.140, 15.08.180, there are no residential impacts, Climatic 1, Topographical 1.

WHEREAS, the changes or modifications to the California Fire Code in Sand City's Municipal Code Chapter 15.08 for Section 15.08.150 relate to home hardening and the climatic and the topographical findings above.

WHEREAS, the changes or modifications to the California Residential Code in Sand City's Municipal Code Chapter 15.10, Section 15.10.010 are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

WHEREAS, the changes or modifications to the California Plumbing Code in Sand City's Municipal Code Chapter 15.11 for Section 15.11.010 are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

WHEREAS, action to adopt and implement this Ordinance is not a "Project" in accordance with CEQA (California Environmental Quality Act) guideline section 15060(c)(2) as it will not result in the direct or reasonably foreseeable indirect physical

change in the environment and CEQA guideline section 15060(c)(3) as it does not fall within the definition of a "Project" per CEQA guideline section 15378; and even if adoption of this ordinance did qualify as a "Project", it would then be exempt per the provisions of CEQA guidelines section 15061(b)(3) as it is seen with certainty that there is no possibility that the adoption and implementation of this Ordinance will have any significant effect upon the environment.

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

- 1. Incorporation of Recitals and Findings.** The City Council finds that the above Recitals are true and correct and are incorporated herein by reference. The findings made by the City Council in the above Recitals comply with Sections 17958 and 17958.5 of the California Health and Safety Code and allow the City Council to establish amendments to the California Building Standards Code or other regulations which are more restrictive than those adopted by the State of California, as applicable.
- 2. The City Council Hereby Adopts Amendments to Title 15 of the Municipal Code** as shown in **Exhibit A** with redlines accepted attached hereto and incorporated herein by reference.
- 3. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of the Ordinance, or its application to any person or circumstance, is for any reason held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Kerry Lindstrom, City Clerk

Mary Ann Carbone, Mayor

APPROVED AS TO FORM:

Adam Lindgren

CITY ATTORNEY/COUNTY COUNSEL

EXHIBIT A
Amendments to Title 15

CHAPTER 15.04
UNIFORM CODES

§ 15.04.010. Adopted.

The following codes as amended or supplemented as provided herein, are adopted and incorporated into this chapter by reference.

- A. 2025 California Administrative Code Part 1;
- B. 2025 California Building Code Title 24 Part 2 Volumes 1,2;
- C. 2025 California Residential Code including Appendix BO Title 24 Part 2.5;
- D. 2025 California Electric Code Title 24 Part 3;
- E. 2025 California Mechanical Code Title 24 Part 4;
- F. 2025 California Plumbing Code Title 24 Part 5;
- G. 2025 California Energy Code Title 24 Part 6;
- H. 2025 California Wildland-Urban Interface Code Title 24 Part 7;
- I. 2025 California Historic Building Code Title 24 Part 8;
- J. 2025 California Fire Code Title 24 Part 9 including all Appendices;
- K. 2025 California Existing Building Code Title 24 Part 10;
- L. 2025 California Green Building Standards Code Title 24 Part 11
- M. 2025 California Reference Standard Code Title 24 Part 12
- N. 2024 International Property Maintenance Code;

(Ord. 22-04 §1)

§ 15.04.015. Exemption for Pending Applications.

The provisions of the 2025 Edition of the California Building Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Residential Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Green Building Standards Code, the 2025 California Fire Code, and the 2024 International Property Maintenance Code, as adopted and amended herein, shall not apply to any building or structure for which an application for a building permit was made prior to January 1, 2026. Such buildings or structures shall be erected, constructed, enlarged, altered, or repaired in accordance with the provisions of this Chapter in effect at the date of said

application. (Ord. 22-04 §2)

§ 15.04.020. Building Inspector.

The office of building inspector, plumbing inspector and other offices provided in the codes mentioned in Section 15.04.010 are consolidated into one office known as the office of building inspector.

(Ord. 84-13; Ord. 87-4 §3; Ord. 98-03 §1)

§ 15.04.030. Fee Schedules.

The City Council may by resolution adopt fee schedules relating to the processing of applications for permits for various aspects of development in the City, including, but not limited to, the subject matter of codes mentioned in Section 15.04.010 of this chapter. (Ord. 84-13; Ord. 87-4 §4; Ord. 98-03 §1; Ord. 17-04 § 17)

CHAPTER 15.06
CALIFORNIA BUILDING CODE

§ 15.06.010. Adoption.

For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2025 California Building Code promulgated by the State of California, being particular to the 2025 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the Ordinance codified in this Chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this Chapter, and from the date on which the Ordinance codified in this Chapter shall take effect, the provisions thereof shall be controlling within the limits of the City. (Ord. 22-04 §3)

§ 15.06.020. Application of Amendments.

Whenever any of the amendments to the Building Code referred to in Section 15.06.010, and which are set forth in the remaining sections of this Chapter 15.06, conflict with the California Building Code, the amendments set forth in the remaining sections of this chapter shall control.
(Ord. 16-04 §3; Ord. 17-04 § 18)

§ 15.06.030. Section 105.3.2—Amended.

Section 105.3.2 of the California Building Code is hereby amended to read as follows:

105.3.2 Time Limitation of Applications. Applications for which no permit is issued within 180 days following the date of the application shall expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the City's Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

If a permit has not been obtained after the first extension, additional extensions of 90 days may be granted provided the applicant submits this request in writing and pays a fee equal to \$500 for each requested 90 day extension and the project has not changed in scope.

Exception:

If a project has been approved by the City on condition where a pending approval from an outside agency exists at the time of expiration, written extensions will not be required. (Ord. 16-04 §3)

§ 15.06.040. Section 105.5—Amended.

Section 105.5 of the California Building Code is hereby amended to read as follows:

105.5 Expiration of Permits. Every permit issued by the City Building Official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in Section 110.3 of the 2025 California Building Code within one year of such permit.

The Building Official may grant a one-time permit extension of 180 days provided the applicant submits a request in writing prior to the permit expiration and the project has not changed in scope. Additional extension requests of 90 days may be granted by the Building Official if the request is made in writing, the project has not changed in scope, the project has obtained at least one inspection approval, and the applicant pays a fee of \$1,000 for each 90 day extension.

Before work can commence or recommence under an expired permit, a new permit application must be submitted and permit obtained along with all applicable fees applied for this new project.

All existing projects are subject to this section and will be subject to the conditions listed above.

(Ord. 22-04 §4)

§ 15.06.050. Section 1505.1.1—Amended.

Section 1501.1.1 of the California Building Code is hereby amended to read as follows:

1505.1.1 Real Coverings Within All Fire Hazard Severity Zones. Any new roof on a new or existing structure and any re-roofing of an existing structure of 50% or more of the total roof area within a one year period shall be of a fire retardant roof or Class A roof. (Ord. 16-04 §3)

CHAPTER 15.08 FIRE CODE

§ 15.08.010. Adoption.

For the purpose of prescribing regulations governing the conditions hazardous to life and property from fire or explosion, that certain code known as the 2025 California Fire Code, published by the State of California, being particularly the 2025 edition thereof and the whole thereof, save and except such portions as are deleted, modified, or amended in this chapter, a copy of which Fire Code is on file in the office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City. (Ord. 22-04 §5)

§ 15.08.020. Definitions.

Whenever the following words or phrases are used within the Fire Code, they shall have the following meanings:

"Corporation Council" means the City Attorney of the City of Sand City.

"Fire Chief" means the Fire Chief of the Fire Department contracted with the City of Sand City for Fire Protection Services.

"Fire Department" means the Fire Department contracted with the City of Sand City for Fire Protection Services.

"Municipality" means the City of Sand City.

"Fire Code" means the Fire Code referred to in Section 15.08.010. (Ord. 22-04 §5)

§ 15.08.030. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Fire Code. Whenever any of the amendments to the Fire Code referred to in Section 15.08.010, and which are set forth in the remaining sections of this chapter, conflict with the California Fire Code, the amendments set forth in the remaining sections of this chapter shall control.

(Ord. 22-04 §5)

§ 15.08.040. Section (A) 101.1—Amended.

Section (A) 101.1 of the California Fire Code is amended to read as follows:

(A) 101.1 Title. These regulations shall be known as the Fire Code of the City of Sand City hereinafter referred to as "this code."

(Ord. 22-04 §5) § 15.08.050. Section 102.1—Amended.

102.1 Construction and design provisions. The construction and design provisions of this Code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when identified in specific Sections of this Code.
4. Existing structures, facilities and conditions, which, in the opinion of the Fire Code Official, constitute a distinct hazard to life and property.
5. Existing Structures Alterations, Additions and Repairs.
 - a. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Chapter.
 - b. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty percent (50%) or greater of the linear length of walls of the building (exterior plus interior) independently or in combination thereof, within a five-year period, the entire building shall be made to conform to the current provisions of this Chapter. To qualify as an alteration or repair under this section, the wall must be physically added, removed, replaced or relocated; removal of wall covering does not constitute an alteration or repair.
 - c. Calculations of linear wall measurements shall be shown on all plans submitted for building permits, on the cover page in the project description of said plans.
 - d. The determination under this section of the requirement for upgrading any existing structure to full conformance with current provisions of this Chapter shall be at the sole discretion of the Fire Code Official.

§ 15.08.060. Section 202—Amended.

202 Definitions

ALL WEATHER SURFACE. A road surface constructed to the minimum standards approved by the jurisdiction.

BRIDGE. A structure to carry a roadway over a depression or obstacle.

IDLE PALLET. A pallet or similar product storage and/or lifting device not currently in use and empty of product.

§ 15.08.070. Section 307—Amended.

Section 307 of the California Fire Code is amended to read as follows:

307.1.1 Prohibited open burning: Open burning shall be prohibited including outdoor rubbish fires and bonfires, unless: 1) the fire is confined to an approved container as defined by the Uniform Mechanical Code and authorized by the Monterey Bay Air Pollution Control District; 2) the open fire is for the explicit purpose of preparation of food, such as in the case of a luau, barbecue, and the like; or 3) a special condition or circumstance exists and written authorization is granted by the Fire Chief.
(Ord. 22-04 §5)

§ 15.08.080. Section 505.1—Amended.

505.1 Address Identification. New and existing buildings shall be provided with an approved address identification. The address identification shall be legible and placed in

a position that is visible at all times from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4" high with a minimum width stroke of one-half inch for single family dwellings and duplexes. For all other occupancies each character shall be not less than a minimum of 4" high with a minimum stroke of one-half inch unless otherwise required by the Fire Code Official.

§ 15.08.090. Section 605.3.1—Amended.

Section 605.3.1 is added to the California Fire Code to read as follows:

605.3.1 Spark Arrestors: An approved spark arrestor shall be installed on all chimneys, incinerators, smokestacks or similar devices where the burning of solid fuel conveys smoke, embers and hot gases to the outer air.
(Ord. 22-04 §5)

605.3.1.2 Spark arrestors shall have openings in accordance with Section 2113.9.2(3) of the California Building Code and Section 1003.9.2 of the California Residential Code with minimum openings of 3/8" and maximum openings of 1/2".

§ 15.08.100. Section 901.1.1—Added.

Section 901.1.1 is added to the California Fire Code to read as follows:

901.1.1 Responsibility: The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code. (Ord. 22-04 §5)

§ 15.08.110. Section 903.2—Amended.

Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where Required: Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into or relocated within the jurisdiction.

Exceptions:

- (1) Structures not classified as Group R occupancies and not more than 500 square feet in total floor area.
- (2) Detached Group U occupancies (private garages, carports, sheds, and agriculture buildings). (Ord. 22-04 §5)

§ 15.08.120. Section 903.2—Amended.

The following sections of the California Fire Code are amended by changing the requirements to 500 square feet for fire sprinkler installation, as follows (the complete text of the code section is not provided):

- 903.2.1.1 Group A-1. Change 12,000 square feet to 500 square feet.
- 903.2.1.2 Group A-2. Change 5,000 square feet to 500 square feet.
- 903.2.1.3 Group A-3. Change 12,000 square feet to 500 square feet.
- 903.2.1.4 Group A-4. Change 12,000 square feet to 500 square feet.
- 903.2.1.5 Group A-5. Change 1,000 square feet to 500 square feet.
- 903.2.3 Group E. Change 12,000 square feet to 500 square feet.
- 903.2.4 Group F-1. Change 12,000 square feet to 500 square feet. Change 2,500 square feet for woodworking operations to 500 square feet.
- 903.2.7-1 Group M. Change 12,000 square feet to 500 square feet.
- 903.2.7-3 Group M. Change 24,000 square feet to 500 square feet.
- 903.2.9 Group S-1. Change 12,000 square feet to 500 square feet.
- 903.2.9.1 Repair Garages. Change 10,000 square feet (2 story buildings) and 12,000 square feet (1 story buildings) to 500 square feet.
- 903.2.9.2 Bulk storage of tires. Change 20,000 cubic feet to 500 square feet.

(Ord. 22-04 §5)

§ 15.08.130. Section 903.2.8—Amended.

Section 903.2.8 of the California Fire Code is amended to read as follows:

903.2.8 Group R: An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two- family dwellings, town homes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems.

(Ord. 22-04 §5)

(Exceptions remain per 2025 California Fire Code)

§ 15.08.140. Section 903.2.22—Amended.

903.2.22 Change of use. Automatic fire sprinklers shall be installed when the occupancy changes from a single occupancy to a mixed-use occupancy which would require the installation of an occupancy separation, or when the occupancy changes from any type of occupancy to an Assembly use occupancy.

§ 15.08.150. Section 904.14.2—Amended.

904.14.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down power to the makeup air appliance and all fuel and electrical power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

§ 15.08.160. Section 907.6.6.2—Added.

Section 907.6.6.2 is added to the California Fire Code to read as follows:

907.6.6.2 Zone Transmittal: Where required by the fire code official, fire alarm signals shall be

transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

(Ord. 22-04 §5)

§ 15.08.170. Section 907.7.2—Amended.

Section 907.7.2 of the California Fire Code is amended to read as follows:

907.7.2 Completion Documents: The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations:

1. A record of completion in accordance with NFPA 72.
2. A record of inspection and testing in accordance with NFPA 72.
3. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications, and has been 100% tested in accordance with NFPA 72.
4. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the fire code official.

(Ord. 22-04 §5)

§ 15.08.180. Section 5704.2.9.6.1—Added.

Section 5704.2.9.6.1 is added to the California Fire Code to read as follows:

Section 5704.2.9.6.1 Outdoor Storage of Containers and Portable Tanks. Storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited except as permitted by the Zoning Ordinance.

Exceptions:

1. For marine fueling operations, a maximum of 2000 gallons of diesel fuel may be stored and dispensed from an above ground tank as approved by the Fire Chief.
2. Storage tanks of 500-gallon maximum capacity may be used only in conjunction with emergency generators as approved by the Fire Chief.

(Ord. 22-04 §5)

§ 15.08.190. Section 6104.2—Amended.

6104.2 Maximum capacity within established limits. For the protection of heavily populated or congested areas, storage of liquified petroleum gas shall not exceed an

aggregate capacity in any one mercantile occupancy of 200 gallons (757 L) or 40 5-gallon LPG tanks within the jurisdiction unless approved by the Fire Code Official.

Exception: In all other occupancy classifications, the capacity limit shall not exceed 10 5-gallon LPG containers or as determined by the Fire Code Official.

CHAPTER 15.10
CALIFORNIA RESIDENTIAL CODE

§ 15.10.010. Adoption.

For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2025 California Residential Code promulgated by the State of California, being particular to the 2025 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the ordinance codified in this chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.

(Ord. 22-04 §6)

§ 15.10.020. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Residential Code. Whenever any of the amendments to the Residential Code referred to in Section 15.10.010, and which are set forth in the remaining sections of this chapter, conflict with the California Residential Code, the amendments set forth in the remaining sections of this chapter shall control.

(Ord. 22-04 §6)

§ 15.10.030. Section R313.2—Amended.

Section R313.2 of the California Residential Code is hereby amended to read as follows:

Section R313.2 Existing Group R-3 buildings. Additions, alterations, or repairs which involve the removal or replacement to 50 percent or greater of the linear length of walls of the building (exterior plus interior) within a one-year period shall meet the requirements of new construction or this code. To qualify as an alteration or repair, the wall must be physically added, removed, replaced or relocated; removal of wall coverings does not constitute an alteration or repair.

(Ord. 22-04 §6)

CHAPTER 15.11
CALIFORNIA PLUMBING CODE

§ 15.11.010. Adoption.

For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2025 California Plumbing Code promulgated by the State of California, being particular to the 2025 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the ordinance codified in this chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.

(Ord. 22-04 §7)

§ 15.11.020. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Plumbing Code. Whenever the amendments to the Plumbing Code referred to in Section 15.11.010, and which are set forth in the remaining sections of this Chapter 15.11, conflict with the California Plumbing Code, the amendments set forth in this chapter shall control.

(Ord. 16-04 §6; Ord. 17-04 §23)

§ 15.11.030. Section 710.1—Amended.

Section 710.1 of the California Plumbing Code is hereby amended to read as follows:

Section 710.1. In every case where the outlet of a trap for a plumbing fixture is installed or located at an elevation that is less than two feet (2') above the rim of the nearest manhole uphill from the point of connection of the building sewer to the public sewer in any new or existing drainage system, approved types of backwater valve, relief vent and clean-out approved shall be installed in the building sewer at the point of lowest elevation of the ground surface of the building site outside of the building or at such other location as is permitted by the Building Inspector, providing that at any such location, the elevation of the ground surface is not less than two feet (2') below the lowest trap outlet served by the building sewer.

The installation shall consist of an approved fresh air inlet and a Y-branch or combination fitting installed in sequence in the line of flow from the building. The vent from this fresh air inlet shall be piped to the ground surface and capped with a vent cap. Provision shall be made by elevation above the ground or by other means for preventing the obstruction of the vent opening or the flow of water therein. The clean-out shall be placed as close to the valve as is practical and shall be piped to within one foot (1') of the ground surface and closed with an approved clean-out plug. Every existing installation that includes a plumbing fixture trap outlet that is less than two feet (2') above the rim of the nearest manhole uphill from the point of connection of the building sewer to the public sewer is hereby declared to be dangerous, unsanitary and a menace to life, health and property. Whenever it shall come to the attention of the Building Inspector that such an installation exists, he or she is hereby empowered to

§ 15.10.010

§ 15.10.030

order and require that such plumbing outlet be immediately plugged or capped, or that the equipment described in the preceding paragraph of this section be installed immediately.

(Ord. 16-04 §6)

**AGENDA ITEM
9A.**

**Approve a Resolution Declaring a Vacancy
on the City Council of Sand City and
Establishing a Process to Fill the Vacancy**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager and Adam Lindgren, City Attorney
SUBJECT: Declaring a Vacancy on the City Council and Setting the Process to Fill the Vacancy
DATE: December 16, 2025

BACKGROUND/DISCUSSION:

Elizabeth “Libby” Sofer was first elected to the City Council of Sand City on November 6, 2018, and re-elected to the City Council of Sand City on November 8, 2022.

Councilmember Sofer has had a positive impact on City residents and staff during her tenure with the City. Councilmember Sofer has notified the City that she is withdrawing from her role as a City Councilmember as of December 31, 2025. Sand City’s Charter (Section 5) establishes how vacancies on Council are filled. To establish a successful and transparent process, the City Manager and City Attorney recommend that the City Council formally recognize the vacancy and adopt a process to fill the vacancy by adopting this resolution.

The City Charter sets the following process for Council vacancies:

“In the event a member of the City Council resigns, is mentally or physically incapable of serving, or is absent from three consecutive regular Council meetings, the majority of the remaining Councilmembers may declare the Council position vacant and appoint a replacement to serve the unexpired term. In the event the remaining Councilmembers cannot, agree upon an appointment within forty- five (45) days from the date of vacancy, the Mayor, or in the Mayor's absence the Vice-Mayor, shall make the appointment to fill the vacancy or vacancies.”

Aside from the 45-day limit for the Council to fill the vacancy, there is no prescribed process to select a candidate to fill a vacancy on the Council. The City Manager and City Attorney recommend that the Council follow the following procedure which it has previously used for appointments to vacant Council seats:

- That the City Council recognize a vacancy on the City Council effective December 31, 2025.
- That the Council authorize the City Manager to publicize the vacancy and accept “statements of interest” from prospective City Council candidates **until January 14, 2026 at 5 PM**. The statement of interest allows candidates to submit their qualifications to be considered by the City Council, and a proposed draft is attached hereto.

- That the City Council interview applicants to fill the vacancy in the City Council on **February 3, 2026**, at its regular City Council meeting at 5:30 p.m. in the Sand City, City Council Chambers. It is proposed that the City Council hear 5-10 minute presentations from each candidate at an open session of the Council. The City Council may ask candidates questions after they present. Candidates will draw straws to determine the order in which they will present to the Council.
- The City Council may discuss each candidate in public at the meeting and the City Clerk will tabulate the top two preferred candidates.
- The City Council would intend to select a qualified person to fill the vacancy on the City Council on or about **February 3, 2026**, who would be appointed and sworn in on **February 17, 2026**.
- If the City Council cannot decide on an appointment, then the item will be continued to the next meeting for additional discussion.
- A new Councilmember would be selected by February 17, 2026 at the latest or be appointed by the Mayor in accordance with the Charter provision. The new Councilmember will serve for the remainder of Councilmember Sofer's term, ending on 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:

No fiscal impact at this time. When a new Council Member is selected, they will be paid the standard amount as specified in Sand City Municipal Code Section 2.08.010.

RECOMMENDATION:

Adopt a resolution declaring the vacancy and establishing a process to fill the vacancy.

This item will declare a vacancy on the City Council and set a timeline and process to fill the vacancy in accordance with the City Charter of Sand City.

ATTACHMENTS:

1. Resolution
2. City Charter
3. Statement of Interest

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING A VACANCY ON THE
CITY COUNCIL OF SAND CITY AND ESTABLISHING A PROCESS TO FILL THE
VACANCY**

WHEREAS, Elizabeth “Libby” Sofer was first elected to the City Council of Sand City on November 6, 2018, and re-elected to the City Council of Sand City on November 8, 2022; and

WHEREAS, Councilmember Sofer has made a tremendously positive impact on the City during her tenure. Councilmember Sofer is withdrawing from her role as a City Councilmember, creating a vacancy in this position beginning December 31, 2025; and

WHEREAS, Sand City Charter Section 5 establishes that in the event a Councilmember vacancy occurs, a majority of the remaining Councilmembers may declare the Council position vacant and appoint a replacement to serve the unexpired term within forty-five (45) days from the date of vacancy. If no consensus is reached, the Mayor shall make the appointment to fill the vacancy; and

WHEREAS, the City Council intends to appoint a qualified person to fill the vacancy on or before February 3, 2026, or in any event within 45 days of the vacancy occurrence.

**NOW, THEREFORE, THE CITY COUNCIL OF SAND CITY HEREBY RESOLVES AS
FOLLOWS:**

Section 1. The City Council of Sand City declares Councilmember Sofer’s seat vacant effective December 31, 2025.

Section 2. The City Council of Sand City authorizes the City Manager to accept applications for appointment to the City Council until January 14, 2026, at 5:00 p.m.

Section 3. The City Council of Sand City shall publicly interview applicants to fill the vacancy in the Regular City Council meeting on February 3, 2026, at 5:30 p.m. in the Sand City, City Council Chambers.

Section 4. The City Council of Sand City intends to appoint a qualified person to fill the vacancy in City Council for the remainder of Councilmember Sofer’s term, ending on December 31, 2026, commencing on or about February 3, 2026, who would be appointed and sworn in on February 17, 2026.

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

AYES:

NOES:

ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED:

Kerry Lindstrom, City Clerk

CHARTER OF THE CITY OF SAND CITY

Section 1. **Name-Boundaries.** The municipal corporation, now known as the "City of Sand City" shall remain and continue to be a municipal body corporate and politic, as at present, in name, fact and in law. The boundaries of the City shall be the same as they are on the date of adoption of this charter, subject to change as prescribed by law.

Section 2. **Powers.** The City may exercise all powers over its municipal affairs and the welfare of its inhabitants as are conferred by the Constitution and laws of the State of California. All enactments of the City under this Charter shall have the same force and effect as if specifically set forth herein.

Section 3. **Succession.** The City of Sand City shall continue to own, possess and control all rights and property, including causes of action, of every kind and nature owned, possessed or controlled by it at the time this Charter takes effect, and shall be subject to all its debts, obligations, liabilities and contracts. All ordinances, resolutions, rules, regulations, or portions thereof, in effect at the time this Charter takes effect, are hereby continued in full force and effect until repealed, amended, changed or superseded.

Section 4. **Mayor and City Council.** The legislative body of the City of Sand City shall be the City Council composed of the Mayor and four (4) Councilmembers, all of whom shall be elected at large at the General Municipal Election. The Mayor shall be elected for a two (2) year term, the Councilmembers shall be elected for a four (4) year term. The terms of the Councilmembers shall be staggered, two (2) being elected at each Municipal election. All Councilmembers shall continue in office until their successor is elected, qualified and sworn in.

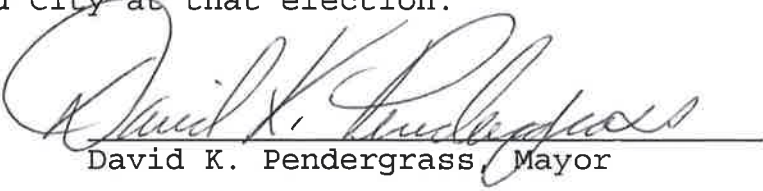
Section 5. **City Council Vacancies.** In the event a member of the City Council resigns, is mentally or physically incapable of serving, or is absent from three consecutive regular Council meetings, the majority of the remaining Councilmembers may declare the Council position vacant and appoint a replacement to serve the unexpired term. In the event the remaining Councilmembers cannot agree upon an appointment within forty-five (45) days from the date of vacancy, the Mayor, or in the Mayor's absence the Vice-Mayor, shall make the appointment to fill the vacancy or vacancies.

Section 6. **Elections.** A General Municipal Election for the election of the Mayor and two (2) Councilmembers shall be held every two (2) years simultaneously with the state general election held in November of even numbered years. The Council may provide for special elections to submit other matters to the electorate in the manner provided by general law.

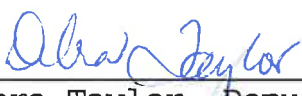
Section 7. **Legislation.** The City Council shall be the legislative body of the City. The Council may take action by ordinance, resolution, or order. No roll call vote shall be required except on ordinances, resolutions or when otherwise required by law. The City Council may, on any matter, determine to act under their charter powers or may select to proceed under state law.

The undersigned Mayor and Clerk of the City Council of the City of Sand City hereby certify, under oath, that the preceding document entitled "CHARTER OF THE CITY OF SAND CITY" is a true and correct copy of the Charter proposal submitted by the City Council of the City of Sand City to the voters of the City of Sand City at a duly noticed special election on November 3, 1992, and ratified by the voters of the City of Sand City at that election.

Dated: 11 April '95


David K. Pendergrass, Mayor


Kelly Morgan, City Clerk

ATTEST: 

Debra Taylor, Deputy City Clerk

STATEMENT OF INTEREST

CITY COUNCIL OF SAND CITY, CALIFORNIA

Name:

Contact Phone Number:

Address of Current Residence:

I hereby declare under penalty of perjury under the laws of the State of California that I am eligible to be considered as a City Council Member representing Sand City, meeting the residency requirements and all other local and state laws. I understand that the information provided in this Statement of Interest will be available online and provided as public information in its entirety.

Signature

Date

This form and written responses to the questions below are to be submitted for consideration by the City Council. This form together with any other documentation such as a resume, letters of support, and questionnaire responses must be received by the City Council of Sand City by 5:00 p.m. on January 14, 2026.

This Statement of Interest and supporting material will become a public document and distributed to the City Council for their review and consideration.

Please include a written response to the following questions. Attach additional sheets as needed.

1. Provide a resume and/or statement outlining your professional experience, community participation, public service, education, and other related activities that make you an ideal candidate to be appointed to the vacant City Council position.
2. Provide a brief statement identifying three reasons why you are interested to fill the vacant City Council seat to benefit our community.

**AGENDA ITEM
9B.**

**Approve a Resolution of the Sand City
Successor Agency to the Former Sand City
Redevelopment Agency Approving the
Recognized Obligation Payment Schedule
(ROPS 26-27) and Administrative Budget
for the Period July 1, 2026 through June
30, 2027**



City of Sand City

Staff Report

TO: Successor Agency Chair and Agency Members
FROM: Vibeke Norgaard, City Manager; Jennifer Pope, Finance Manager; Jillian Gilckman, RSG
DATE: December 8, 2025 (for December 16, 2025 Successor Agency meeting)
SUBJECT: Resolution Approving the Recognized Obligation Payment Schedule (ROPS 26-27) and Administrative Budget for the period July 1, 2026 - June 30, 2027

Background/Discussion:

Pursuant to Assembly Bill No. x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484 enacted on June 27, 2012 and SB 107 enacted September 23, 2015 ("**Dissolution Act**"), the Sand City Redevelopment Agency ("**Former Agency**") was dissolved on February 1, 2012. The City of Sand City elected to serve as the Successor Agency for the Former Agency ("**Successor Agency**") and is vested with all of the authority, rights, powers, duties and obligations of the Former Agency.

As part of the dissolution of the former Redevelopment Agency, Health and Safety Code Section 34177 (added by AB 1X 26, as amended to date) requires the Successor Agency to adopt a Recognized Obligation Payment Schedule ("**ROPS**") that lists all obligations of the former redevelopment agency that are enforceable within the meaning of subdivision (d) of Section 34167 for each twelve month period of each fiscal year.

ROPS 26-27

Successor Agency staff has prepared a proposed ROPS for the period of July 1, 2026 through June 30, 2027 ("**ROPS 26-27**"), substantially in the form shown in Attachment "2." The ROPS 26-27 follows the form prescribed by the California Department of Finance ("**DOF**") and incorporates the remaining obligations identified in the previous ROPS. The ROPS 26-27 is separated into two annual periods known as ROPS 26-27A (July 1, 2026-December 30, 2026) and ROPS 26-27B (January 1, 2027 – July 30, 2027).

For the period 26-27A (July – December), the Successor Agency is requesting funding for the following obligations:

Line 3	Sand City Admin. Cost Allowance	\$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	\$ 182,261
Line 13	Sand City Redevelopment Project (City Loan)	\$ 650,000
Line 26	Series 2017 Refunding Tax Allocation Bonds	\$ 731,899
Line 27	Fiscal Agent Fees – 2017 Bonds	\$ 2,350
Total Requested RPTTF Funding		\$ 1,275,299
Total coming from Reserves		\$ 365,949
Total from Other Funds		\$ 50,261

Total for ROPS 26-27A

\$ 1,691,510

For the period 26-27B (January – June), the Successor Agency is requesting funding for the following obligations:

Line 3	Sand City Admin. Cost Allowance	\$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	\$ 182,261
Line 22	Bond Disclosure Services	\$ 5,000
Line 26	2017 Refunding Tax Allocation Bonds	<u>\$ 118,278</u>
Total Requested RPTTF Funding		\$ 430,539
Total for ROPS 26-27B		\$ 430,539

As outlined above, the Successor Agency’s primary remaining enforceable obligations are the outstanding bonds and the City of Seaside Agreement. The ROPS 26-27 also requests Redevelopment Property Tax Trust Fund (“**RPTTF**”) monies toward repayment of the City Loan (ROPS Item #13) in accordance with the City Loan Repayment Schedule (Seaside) approved by Successor Agency Resolution SA 21-02 and by the Consolidated Oversight Board for the County of Monterey (“**Oversight Board**”) Resolution No. 2021-09. DOF denied the funding of the City Loan Repayment from RPTTF on the ROPS 23-24 through the ROPS 25-26, however the Successor Agency is requesting funding on the ROPS 26-27 for payment under the City Loan in order to preserve its rights under pending litigation. No new enforceable obligations are included in the ROPS 26-27 that were not included in the previously adopted ROPS.

Administrative Budget 26-27

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2026 and continuing through June 30, 2027 (“FY 26-27 Administrative Budget”), substantially in the form shown in Attachment “3”, attached hereto and incorporated herein by this reference.

In compliance with DOF guidance, all administrative costs, including city staff support costs, professional outside services, auditors and other administrative expenses have been combined into one line item. Pursuant to Health and Safety Code Sections 34171(b) and 34183(a)(3) the Successor Agency is entitled to an administrative cost allowance (the “Administrative Cost Allowance”) in the amount of \$250,000.

Oversight Board and Department of Finance (DOF) Review

Pursuant to Section 34177 and 34180(g) of the Health & Safety Code, the ROPS 26-27 and Administrative Budget 26-27 have been submitted to the Oversight Board for consideration and approval at its January 22, 2026 meeting.

Applicable law requires that the ROPS 26-27 be submitted to DOF and the State Controller’s office, after approval by the Oversight Board, no later than February 1, 2026. The DOF has until April 15, 2026 to make a determination on the ROPS 26-27.

CEQA:

Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS 26-27, the Successor Agency has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the amendment is merely the adoption of annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Fiscal Impact:

Total RPTTF requested on ROPS 26-27 of \$2,122,049 is necessary to satisfy enforceable obligations. If the attached ROPS 26-27 is approved by the Sand City Successor Agency, the Oversight Board and the Department of Finance, the fiscal impact will be reflected during the fiscal year 2026-27 for the amount approved.

Recommendation:

Staff seeks Successor Agency approval of the attached Resolution approving the Recognized Obligation Payment Schedule (ROPS 26-27) and Administrative Budget for the period July 1, 2026 through June 30, 2027.

Attachments:

1. Resolution No. 25- ____

**SAND CITY SUCCESSOR AGENCY
RESOLUTION SA ____, 2025**

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY TO THE FORMER
SAND CITY REDEVELOPMENT AGENCY, APPROVING THE RECOGNIZED
OBLIGATION PAYMENT SCHEDULE (ROPS 26-27) AND ADMINISTRATIVE
BUDGET FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027**

WHEREAS, pursuant to Assembly Bill No. x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484 enacted on June 27, 2012 and SB 107 enacted September 22, 2015 ("**Dissolution Act**"), the Sand City Redevelopment Agency was dissolved on February 1, 2012 and its rights, powers, duties, and obligations were transferred to a successor agency; and

WHEREAS, the City Council of the City of Sand City elected to act as the former Redevelopment Agency's successor agency ("**Successor Agency**") under Section 34173 of the Dissolution Act, and, as such, is charged with implementing enforceable obligations and winding down the affairs of the former Redevelopment Agency; and

WHEREAS, the Dissolution Act requires the Successor Agency to prepare and adopt a "Recognized Obligation Payment Schedule" ("**ROPS**") that lists all obligations of the former Redevelopment Agency that are enforceable within the meaning of subdivision (d) of Section 34171 for twelve month periods, including July 2026 through June 2027; and

WHEREAS, applicable law requires that the ROPS for the period July 1, 2026 through June 30, 2027 be submitted to the Department of Finance and the State Controller's office, after approval by the by the Consolidated Oversight Board of the County of Monterey ("**Consolidated Oversight Board**"), no later than February 1, 2026 or be subject to penalties; and

WHEREAS, the Successor Agency staff has prepared the ROPS 26-27 attached as Exhibit "A" and incorporated herein by reference and a FY 2026-27 Administrative Budget attached as Exhibit "B" and incorporated herein by reference for the fiscal period commencing on July 1, 2026 and continuing through June 30, 2027; and

WHEREAS, the ROPS 26-27 and the FY 2026-27 Administrative Budget are not considered projects under the California Environmental Quality Act (CEQA) and therefore no environmental analysis is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Former Sand City Redevelopment Agency that:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Resolution SA _____, 2025

SECTION 2. The Successor Agency finds the items on the ROPS 26-27 and the FY 2026-27 Administrative Budget are necessary for the continued administration of the ongoing enforceable obligations and the expeditious winding-down of the affairs of the former Redevelopment Agency.

SECTION 3. The Successor Agency hereby approves the attached Recognized Obligation Payment Schedule for the period July 1, 2026 through June 30, 2027 ("**ROPS 26-27**") (Exhibit "A"). Pursuant to Health & Safety Code Section 34173, the Successor Agency's liability, including, but not limited to, its liability for the obligations on the attached schedule, is limited to the total sum of property tax revenues it receives pursuant to Part 1.85 of AB X1 26.

SECTION 4. The Successor Agency hereby approves the attached FY 2026-27 Administrative Budget (Exhibit "B").

SECTION 5. The Successor Agency hereby authorizes and directs the Clerk of the Successor Agency to forward the ROPS 26-27 and the FY 2026-27 Administrative Budget to the Consolidated Oversight Board for consideration at its January 22, 2026 meeting and, following final approval and any amendments by the Consolidated Oversight Board, to the County of Monterey Auditor Controller, State Controller's Office, and the California Department of Finance, to place the ROPS 26-27 and FY 2026-27 Administrative Budget on the Sand City website, and to take such other actions on behalf of the Successor Agency as may be necessary in accordance with applicable law.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 7. This Resolution shall take effect from and after the date of its passage and adoption in accordance with, and subject to, all applicable requirements of the Health & Safety Code.

PASSED AND ADOPTED by the Sand City Successor Agency on this 16th day of December 2025, by the following vote:

AYES: Agency Members

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Resolution SA _____, 2025

ATTEST:

DATED: _____

Mary Ann Carbone, Chair of the
Successor Agency

Kerry Lindstrom
Clerk of the Successor Agency

Exhibit A
Recognized Obligation Payment Schedule (ROPS) 26-27

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Sand City

County: Monterey

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 416,210	\$ -	\$ 416,210
B Bond Proceeds	-	-	-
C Reserve Balance	365,949	-	365,949
D Other Funds	50,261	-	50,261
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,275,300	\$ 430,539	\$ 1,705,839
F RPTTF	1,200,561	305,539	1,506,100
G Administrative RPTTF	74,739	125,000	199,739
H Current Period Enforceable Obligations (A+E)	\$ 1,691,510	\$ 430,539	\$ 2,122,049

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Sand City
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$13,816,257		\$2,122,049	\$-	\$365,949	\$50,261	\$1,200,561	\$74,739	\$1,691,510	\$-	\$-	\$-	\$305,539	\$125,000	\$430,539
3	Admin Costs	Admin Costs	02/01/2012	06/30/2027	City acting as Successor Agency	Administrative Cost Allowance	Sand City	250,000	N	\$250,000	-	-	50,261	-	74,739	\$125,000	-	-	-	-	125,000	\$125,000
10	McDonald Coastal Project	OPA/DDA/ Construction	06/20/2001	07/20/2037	John King - DDA	Contingency Reimbursement	Sand City	1,454,766	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
11	Tax Sharing Agreement	Litigation	05/18/1989	12/31/2027	City of Seaside	Judgment Entered 1-19-2016	Sand City	546,782	N	\$364,522	-	-	-	182,261	-	\$182,261	-	-	-	182,261	-	\$182,261
12	Sand City Redevelopment Project	City/County Loan (Prior 06/28/11), Cash exchange	01/20/1987	07/20/2037	City of Sand City	Repay loans for Staff and Facilities ***	Sand City	3,628,058	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
13	Sand City Redevelopment Project	City/County Loan (Prior 06/28/11), Cash exchange	01/20/1987	07/20/2037	City of Sand City	Repay for Monetary Loans (Seaside) ***	Sand City	6,957,486	N	\$650,000	-	-	-	650,000	-	\$650,000	-	-	-	-	-	\$-
22	Bond Disclosure Services	Fees	01/17/2017	11/01/2027	Consultants	Annual continuing disclosure/ dissemination services for bond issues	Sand City	10,000	N	\$5,000	-	-	-	-	-	\$-	-	-	-	5,000	-	\$5,000
26	Subordinate Tax Allocation Refunding Bonds, Series 2017	Bonds Issued After 12/31/10	08/10/2017	11/01/2027	US Bank	Refinance RDA Activities	Sand City	966,815	N	\$850,177	-	365,949	-	365,950	-	\$731,899	-	-	-	118,278	-	\$118,278
27	Fiscal Agent Fees	Fees	08/10/2017	11/01/2027	US Bank	Annual Fiscal Agent for bond issues	Sand City	2,350	N	\$2,350	-	-	-	2,350	-	\$2,350	-	-	-	-	-	\$-

Sand City
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount.	1,293,077		482,812	31,781	7,655	E: RPTTF Retained from 22-23 as Reserve for ROPS 23-24 Bond Debt Service (Items 2 and 26, \$272,500) F: Other Funds 21-22 Retained (Reserved for ROPS 24-25 Item 3) (\$18,337) + Other Funds 22-23 Retained (Reserved for ROPS 25-26 Item 3) (\$13,444) G: PPA 20-21 (\$175) for ROPS 23-24 + PPA 21-22 (\$6,489) for ROPS 24-25 + PPA 22-23 (\$991) for ROPS 25-26
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller	50,480			36,817	1,272,109	F: Interest earned in 23-24 (\$36,817) G: RPTTF received for ROPS 23-24 (\$1,272,109)
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)	217,556		482,812		911,945	E: RPTTF Retained from 22-23 as Reserve for ROPS 23-24 Bond Debt Service (\$482,812) F and G: ROPS 23-24 RPTTF expenditures match PPA, less reserve amount retained for ROPS 23-24
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts	1,126,001			18,337	355,746	F: Other Funds Reserved for ROPS 24-25 Item 3 (\$18,337) G: RPTTF Reserve held for

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	distributed as reserve for future period(s)						ROPS 24-25 Debt Service (Items 22 and 26) (\$355,746)
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			12,073	G: PPA 21-22 (\$6,489) for ROPS 24-25 + PPA 22-23 (\$991) for ROPS 25-26 + PPA 23-24 (\$4,593) for ROPS 26-27
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$50,261	\$-	F: Other Funds Ending Balance 23-24 (\$50,261) applied to ROPS 26-27 Item 3

Sand City
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
3	
10	
11	
12	
13	
22	
26	
27	

Exhibit B
Administrative Budget for July 1, 2026 through June 30, 2027

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAND CITY	
PROPOSED ADMINISTRATIVE BUDGET	
July 1, 2026 through June 30, 2027	
EMPLOYEE COSTS:	
Salaries	\$49,597.50
Deferred Compensation	\$630.00
PERS Retirement	\$6,408.75
Medicare	\$1,005.00
Health	\$10,455.00
Dental	\$743.25
Vision	\$125.25
LTD	\$386.25
Life	\$77.63
Workers Comp	\$3,375.00
Fitness	\$191.25
Auto	\$450.00
SUBTOTAL	\$73,444.88
SUPPLIES & SERVICES:	
Audit Services	\$7,500.00
Attorney/Legal Services	\$132,000.00
Mgmnt/Consultant Services	\$29,305.12
Office Supplies	\$500.00
Implementation of LRPMP/EMC	\$2,500.00
SUBTOTAL	\$171,805.12
ALLOCATED COSTS:	
Technical Support	\$500.00
Liability Insurance	\$2,500.00
Property Insurance	\$250.00
Misc. Expense (Property/Taxes/Expenses)	\$1,500.00
SUBTOTAL	\$4,750.00
<u>TOTAL</u>	<u>\$250,000.00</u>

**AGENDA ITEM
9C.**

**Discussion: Authorization for the City
Manager to Amend the Fiscal Year 2025-
26 Budget to Add One Full-Time Police
Officer Position**



City of Sand City

STAFF MEMO

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
David Honda, Chief of Police
SUBJECT: Authorize the City Manager to amend the current budget FY25/26 to
accommodate one additional staff member for the Police Department
DATE: December 16, 2025

BACKGROUND/DISCUSSION:

This document proposes an amendment to the City's FY 25-26 budget to accommodate the funding of a new staff position in the City's Police Department ("Department"). The addition of this role is intended to address identified needs within the department and improve City operations

The Sand City Police Department (SCPD) is currently authorized to fill nine (9) full-time sworn officer positions and has a budget allocation to accommodate one (1) to two (2) reserve officer positions depending upon how many hours they are available to be scheduled. The Department currently has only one reserve officer. Many Reserve Officer candidates are retired annuitants from the California Public Employee Retirement System (CalPERS) and are limited to a maximum of 960 hours per year. Since they are part-time employees, they are also limited by their availability during the hours they are needed the most.

In 2017, the City of Sand City contracted with Neste, Brudin, Stone (NBS), a fiscal and economic development consulting firm specializing in municipal and special districts, to conduct a comprehensive review of the net fiscal impact that would be placed upon the City due to the proposed development the area known as the South of Tioga Project.

In the City of Sand City Fiscal Impact Analysis for the South of Tioga Project (June 2018) prepared by NBS, their recommendation for police staffing to serve the project area was an additional 1.49 employees. This was based upon the growth of the City's population, increase in business employee population, daily hotel guest population, and the current population of visitors and shoppers of 40,000 to 50,000 per day which is over one million people per month. This also corresponds to the license plate reader data of 25,000 to 30,000 vehicles entering Sand City daily.

The hotel guest analysis projects a daily occupancy of 77% with a 2.8 person per room which translates into a daily hotel population of 466 people. The hotel and associated restaurant will add an estimated 209 employees per day. The hotel is expected to open in January 2026. In addition, when they are constructed, the fully entitled Residential 1 and Residential 2 projects will provide up to 356 multi-family residential units, increasing the population by approximately 210% to almost 1,200 residents.

The police department consistently finds itself at a 11-33% deficit in staffing due to long term injuries, illness, and other absences such as paternity leave, compensatory time reduction, or family vacations. State mandated training, court appearances, and transporting subjects to the county jail are additional challenges to ensure proper staffing as many of these activities are out of the city limits and have long time commitments, generally five (5) hours or more per shift.

Current staffing only allows for officers to provide basic police services effectively during the day, afternoon, and early evening hours; however, there are many times when there is only one officer available to respond to calls for service. This staffing allocation does not take into consideration any absences whether planned or not. When an officer is absent, we adjust each officer's hours for those specific days to cover the absence. This practice creates a larger staffing gap and additional risk. Best practice in law enforcement is a minimum of two officers staffed at all times to ensure their safety when responding to calls for service. When a call for service is initiated and only one officer is on-duty, the officer must request a second officer from an adjoining jurisdiction to assist; unfortunately, the Monterey County Sheriff's Office, other municipalities, and state agencies in the county have severe staffing shortages and hiring challenges and are unable to assist us in a timely fashion. This creates a long response time waiting for another agency to assist in priority calls. If the officer chooses to respond alone, they put their own safety at risk and that of the community as well.

Officers are expected to work overtime to cover the absences and gaps on a weekly basis. This causes fatigue and morale challenges when there is not enough staffing to offer relief for months at a time, not to mention the rising annual overtime expense. Adding a new staff member will help alleviate pressure on existing employees and enable the department to maintain high standards of public service.

CEQA:

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

FISCAL IMPACT:

The cost of one full-time officer position at top-step salary, including benefits, is approximately \$198,000 annually. This amount would be reflected in the midyear budget

amendment. The expectation is to hire full-time staff member with prior experience and a valid state peace officer certificate, also known as a “lateral” hire. The actual cost may be lower depending on the qualifications, education, training, and experience the applicant may have.

Additionally, we will be applying for the U.S. Department of Justice Community Oriented Policing Services (COPS) Grant when the application process opens in early 2026, the specific application date has not been announced; however, the deadline for application has historically been July 1st of each calendar year.

The COPS Grant provides funding to law enforcement agencies to hire additional officers for their communities. The Grant provides a maximum federal funding amount of \$125,000 per officer over a three-year period, with a minimum 25% local cost share.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to amend the FY 25/26 budget to accommodate adding one additional full-time officer position