



REGULAR MEETING

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

TUESDAY, DECEMBER 20, 2022

5:30 PM

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

Regular Meeting - Tuesday, December 20, 2022
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL ("AB") 361, SIGNED INTO LAW ON SEPTEMBER 16, 2021, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO HOLD VIRTUAL MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY AND REMAIN IN COMPLIANCE WITH THE BROWN ACT (GOV. CODE §§ 54950 ET SEQ.).

TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

<https://us02web.zoom.us/j/4614728829>

Meeting ID: 461 472 8829

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:

City Hall Council Chambers

1 Pendergrass Way

Sand City, CA

How to submit written Public Comments:

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

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

Read Aloud During the Meeting: Email your comments to connie@sandcityca.org. When the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write "Read Aloud at Meeting" at the top of the email and your comments will be read into the record (not to exceed three minutes at staff's cadence).

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

6. SWEARING IN CEREMONY OF ELECTED OFFICIALS

6A. Approval of City RESOLUTION Declaring the Results of the November 8, 2022 General Municipal Election

[Resolution.Declaring the Results of the November 8, 2022 General Municipal Election.pdf](#)

6B. Swearing in Ceremony of Elected Officials:

1) Mary Ann Carbone - Mayor

2) Jerry Blackwelder and Elizabeth Sofer - Council Members

7. 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.

7A. Approval of the December 6, 2022 Council Meeting Minutes

[12.06.22 REGULAR Meeting Minutes.pdf](#)

7B. Acceptance of City/Successor Agency Monthly Financial Report, October 2022

[October 2022 City.Successor Agency Financial Report.pdf](#)

7C. Approval of City RESOLUTION Authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commission, and Committees for the Period of December 21, 2022 through January 20, 2023

[Resolution. Authorizing the Extension of Remote Teleconference Meetings.pdf](#)

7D. Approval of Addition to 2022 Appointments List

[Staff Report. Addition to 2022 Appointments List.pdf](#)

7E. Approval of City Donation/Contribution

1) Jacob's Heart Children Cancer Support Services - \$250

8. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

9. PUBLIC HEARING

- 9A. Consideration and Approval of City RESOLUTION to Approve Coastal Development Permit 22-02 for Karma Circle U.S.A. Conducting Inventory Storage and Wholesale Distribution at 325 Elder Avenue, Unit 4
[Staff Report. Coastal Development Permit for Karma Circle USA Clothing Wholesaler.Distributor.pdf](#)
[Resolution. To Approve Coastal Development Permit 22-02 for Karma Circle U.S.A. Conducting Inventory Storage and Wholesale Distribution at 325 Elder Avenue, Unit 4.pdf](#)

10. NEW BUSINESS

- 10A. Consideration and Approval of City RESOLUTION Approving Special Event Permit 23-01 for a Bicycle Criterium on July 23, 2023 in the West End District
[Staff Report and Resolution for Special Event Permit Application.pdf](#)
- 10B. Discussion and Direction regarding the 2023 Mural Festival
[Staff Report. Discussion and Direction regarding the 2023 Mural Festival.pdf](#)
[RFP-We-Mural-Festival 2023.pdf](#)
- 10C. Consideration of City RESOLUTION Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting at a cost not to Exceed \$20,000 to Perform Grant Related Services
[Staff Report.Professional Services Agreement for Grant Writing Services.pdf](#)
[Resolution. Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting.pdf](#)
- 10D. Consideration and Approval of City RESOLUTIONS regarding Implementation of Local Transactions and Use Tax:
1) Adoption of City RESOLUTION Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax at a Rate of One and One-Half Percent
2) Adoption of City RESOLUTION Authorizing the Examination of Sales or Transaction and Use Taxes Records
[Staff Report. Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax.pdf](#)
[Exhibit A. Resolution. Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration.pdf](#)
[Exhibit B. Resolution Authorizing the Examination of Sales or Transactions and Use Taxes Records.pdf](#)

10E. Consideration of Cancelling Future Council Meeting

PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for January 3, 2023 to minimize conflict with the Christmas and New Year's Holiday closure of City Hall, December 23, 2022 – January 2, 2023

10F. Comments by Council Members on Items of Interest to Sand City

10G. Upcoming Meetings/Events

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
6A.**

**Approval of City RESOLUTION Declaring
the Results of the November 8, 2022
General Municipal Election**

**CITY OF SAND CITY
RESOLUTION SC ____, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING THE RESULTS OF
THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION**

WHEREAS, pursuant to Resolution SC 22-39, 2022, a consolidated general municipal election was called and held for the City of Sand City on Tuesday, November 8, 2022 for a Mayor for the full term of two (2) years and two councilmembers for the full term of four (4) years; and

WHEREAS, Council adopted Resolution No. SC 22-54 on June 21, 2022, for the purpose of approving placement on the November 8, 2022 ballot of a Measure to increase Sand City's General Purpose Transactions and Use Tax to one and one-half percent (1.5%) ("Measure L"); and

WHEREAS, the election was conducted in accordance with the California Election Code and the Sand City Charter; and

WHEREAS, the Monterey County Elections Department has canvassed the returns of the election and certified the results of the election attached hereto as Exhibit A, and made part of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City as follows:

1. The Statement of Votes Cast, prepared by Gina Martinez, Registrar of Voters, County of Monterey, attached as Exhibit A is deemed to be an accurate and correct tabulation of votes cast for Mayor and Council candidates and Measure L, for the City of Sand City.
2. The total number of registered voters in the City of Sand City was 252.
3. The total votes cast were 133 which is 52.78% of the registered voter of the City.
4. That the total number of votes cast in favor of each candidate is listed as follows:
 - A. Mayoral Position (Two Year Term)

Mary Ann Carbone	111 votes	100%
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 - B. Council Positions (Four Year Term)

Jerry Blackwelder	86 votes	50.00%
Elizabeth Sofer	86 votes	50.00%
5. That Measure L garnered the majority vote required for adoption; resulting in 90 votes with 68.70% of voters expressing approval of Measure L.
6. As a result of the canvass of votes cast, Mary Ann Carbone was elected as Mayor for the full term of two years; Jerry Blackwelder and Elizabeth Sofer were elected to the City Council of the City of Sand City for the full term of four years.

PASSED AND ADOPTED by the Sand City Council on this 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST } ss
at the **General Election**
held on November 8, 2022

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Sand City** on
November 8, 2022 for the purpose of electing **(1) Mayor** to the **City of Sand City**, and; I
caused to have processed and recorded the votes from the canvass of all ballots cast at said
election within the boundaries of the **City of Sand City**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set
forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Wednesday, November 30, 2022 and filed this date with the **City of Sand City**.



Gina Martinez
Registrar of Voters



City of Sand City, Mayor (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

District	Turnout	Registered Voters	MARY ANN CARBONE	Total Votes
Countywide				
Electionwide				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
Electionwide - Total	133	252	111 100.00%	111
Congressional				
19th Congressional District				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
19th Congressional District - Total	133	252	111 100.00%	111
Senatorial Districts				
17th State Senatorial District				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
17th State Senatorial District - Total	133	252	111 100.00%	111
Assembly Districts				
30th State Assembly District				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
30th State Assembly District - Total	133	252	111 100.00%	111
Supervisorial Districts				
4th Supervisorial District				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
4th Supervisorial District - Total	133	252	111 100.00%	111
City Districts				
City of Sand City				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	1 100.00%	1
Polling Place (PP)	3	252	3 100.00%	3
City of Sand City - Total	133	252	111 100.00%	111
City Districts sub-district				
Unincorporated Area				

EXHIBIT A**City of Sand City, Mayor (Vote for 1)** **** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Turnout	Registered Voters	MARY ANN CARBONE	Total Votes
Countywide				
Electionwide				
9437				
Vote by Mail (VBM)	127	252	107 100.00%	107
Early Voting (EV)	3	252	**** ****	****
Polling Place (PP)	3	252	**** ****	****
Total	133	252	111 100.00%	111
Electionwide - Total	133	252	111 100.00%	111

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST } ss
at the **General Election**
held on November 8, 2022

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Sand City** on
November 8, 2022 for the purpose of electing **(2) Member(s), City Council** to the **City of
Sand City**, and; I caused to have processed and recorded the votes from the canvass of all
ballots cast at said election within the boundaries of the **City of Sand City**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set
forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Wednesday, November 30, 2022 and filed this date with the **City of Sand City**.



Gina Martinez
Registrar of Voters



City of Sand City, Member, City Council (Vote for 2) ** - Insufficient Turnout to Protect Voter Privacy**

District	Turnout	Registered Voters	JERRY BLACKWELDER		ELIZABETH A SOFER		Total Votes
Countywide							
Electionwide							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
Electionwide - Total	133	252	86	50.00%	86	50.00%	172
Congressional							
19th Congressional District							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
19th Congressional District - Total	133	252	86	50.00%	86	50.00%	172
Senatorial Districts							
17th State Senatorial District							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
17th State Senatorial District - Total	133	252	86	50.00%	86	50.00%	172
Assembly Districts							
30th State Assembly District							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
30th State Assembly District - Total	133	252	86	50.00%	86	50.00%	172
Supervisory Districts							
4th Supervisorial District							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
4th Supervisorial District - Total	133	252	86	50.00%	86	50.00%	172
City Districts							
City of Sand City							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	0	0.00%	1	100.00%	1
Polling Place (PP)	3	252	2	40.00%	3	60.00%	5
City of Sand City - Total	133	252	86	50.00%	86	50.00%	172
City Districts sub-district							
Unincorporated Area							

EXHIBIT A**City of Sand City, Member, City Council (Vote for 2)** **** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Turnout	Registered Voters	JERRY BLACKWELDER		ELIZABETH A SOFER		Total Votes
Countywide							
Electionwide							
9437							
Vote by Mail (VBM)	127	252	84	50.60%	82	49.40%	166
Early Voting (EV)	3	252	****	****	****	****	****
Polling Place (PP)	3	252	****	****	****	****	****
Total	133	252	86	50.00%	86	50.00%	172
Electionwide - Total	133	252	86	50.00%	86	50.00%	172

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST
at the **City of Sand City**
held on November 8, 2022

} ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Sand City** on
November 8, 2022 for the purpose of submitting **MEASURE L** to the qualified electors and; I
caused to have processed and recorded the votes from the canvass of all ballots cast at said
election within the boundaries of the **City of Sand City**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set
forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Wednesday, November 30, 2022 and filed this date with the **City of Sand City**.



Gina Martinez
Registrar of Voters



Measure L - City of Sand City (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Turnout	Registered Voters	YES		NO		Total Votes
Countywide							
Electionwide							
9437							
Vote by Mail (VBM)	127	252	88	69.84%	38	30.16%	126
Early Voting (EV)	3	252	****	****	****	****	****
Polling Place (PP)	3	252	****	****	****	****	****
Total	133	252	90	68.70%	41	31.30%	131
Electionwide - Total	133	252	90	68.70%	41	31.30%	131

**AGENDA ITEM
6B.**

**Swearing in Ceremony of Elected Officials:
1) Mary Ann Carbone - Mayor 2) Jerry
Blackwelder and Elizabeth Sofer - Council
Members**

**AGENDA ITEM
7A.**

**Approval of the December 6, 2022 Council
Meeting Minutes**

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

Regular Meeting - Tuesday, December 6, 2022

5:30 PM

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

Mayor Carbone called the meeting to order at: 5:00 p.m.

AGENDA ITEM 1, ROLL CALL

Present: Mayor Mary Ann Carbone
Council Member Blackwelder
Councilmember Cruz
Councilmember Hawthorne
Councilmember Sofer

Staff: Vibeke Norgaard, City Manager
Adam Lindgren, Interim City Attorney (virtual attendance)
Connie Horca, City Clerk
Michael Mount, Police Sergeant

AGENDA ITEM 2, PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Sergeant Mount.

AGENDA ITEM 3, INVOCATION

The invocation was led by Reverend Robert Hellam.

AGENDA ITEM 4, ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

City Manager Norgaard recognized Mary Carbone, Laura Morales and Connie Horca for a successful Tree Lighting Ceremony. She also provided an update on the South of Tioga project that was moving ahead with the curb and gutter framing, and announced that Sand City was featured on the front page of the Monterey County Herald for 2 consecutive days.

AGENDA ITEM 5, COMMUNICATIONS

5:35 P.M. Floor opened for Public Comment.

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

5:35 P.M. Floor closed to Public Comment

AGENDA ITEM 6, CONSENT CALENDAR

- 6A. There was no discussion of the November 15, 2022 Council Meeting Minutes.
- 6B. There was no discussion of the City **Resolution** authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commission, and Committees for the Period of December 7, 2022 through January 6, 2023 pursuant to AB 361 and the Ralph M. Brown Act Provisions.
- 6C. There was no discussion of the City Donation/Contribution to the Salvation Army Holiday Support for \$300.

5:36 P.M. Floor opened for Public Comment.

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

5:37 P.M. Floor closed to Public Comment.

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

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATION

8A. Presentation of Certificates to Volunteers/Supporters of the 2022 West End Celebration

Mr. Stephen Vagnini coordinator of the West End Celebration wished the City Council Happy Holidays and presented the Council with a Resolution by the Board of Supervisors recognizing the West End Celebration. He thanked the Council and City Staff for their participation in the West End Celebration and distributed certificates of recognition to members of the public, city staff, council woman Sofer, and also recognized those individuals who remotely joined the meeting via Zoom.

AGENDA ITEM 9, NEW BUSINESS

9A. Consideration and Approval of City RESOLUTION Approving a Service Agreement with SLV Management (Stephen Vagnini) for the 2023 West End Celebration (WEC)

City Manager Norgaard presented the Staff report regarding a service agreement with SLV management for the 2023 West End Celebration (WEC), reported that in 2022, the event raised \$30,672 in sponsorships and donations, with a net cost to the

City of \$56,889.84. The 2023 WEC projects a revenue of \$40,000 with a projected cost to the City of \$45,000, and next year's budget would need to allocate \$75,000 for the event. Ms. Norgaard also reported the overtime costs of the event for public safety and public works staff. The resolution is attached for Council consideration and approval.

5:57 P.M. Floor opened for Public Comment.

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

5:57 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Service Agreement with SLV Management (Stephen Vagnini) for the 2023 West End Celebration (WEC) was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

9B. Consideration and Approval of Successor Agency RESOLUTION Approving the Recognized Obligation Payment Schedule (ROPS 23 -24) and Administrative Budget for the Period July 1, 2023 through June 30, 2024

Ms. Suzy Kim Director of RSG, Inc. presented a brief history of the Dissolution Act, dissolution of Redevelopment Agencies, and Sand City's election to serve as the Successor Agency to the former Redevelopment Agency. She reported that Agency Staff prepared a proposed Recognized Obligations Payment Schedule (ROPS) for fiscal year 2023-2024. The attached ROPS is requesting \$2,255,095 that includes \$250,000 for administrative costs as well as funding for the City's right to litigate the denial of the repayment of the City loan. Following Council approval the ROPS 23-24 will be forwarded to the Monterey County Oversight Board for their January meeting. It is recommended that the Successor Agency Board approve the attached resolution.

6:02 P.M. Floor opened for Public Comment.

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

6:02 P.M. Floor closed to Public Comment.

Motion to approve the Successor Agency **Resolution** approving the Recognized Obligation Payment Schedule (ROPS 23-24) and Administrative Budget for the Period July 1, 2023 through June 30, 2024 was made by Agency Member Hawthorne, seconded by Agency Member Sofer. AYES: Successor Agency Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

9C. Consideration and Approval of City RESOLUTION Authorizing the City Manager to enter into a Professional Services Agreement with Monterey Bay Technologies, Inc., and Rescinding Resolution SC 22-76

City Manager Norgaard presented the staff report regarding a professional services agreement for IT Services with Monterey Bay Technologies. She reported on the history of IT Services with Mr. Jansen, who has announced his retirement, and that the candidate chosen to serve in his place has withdrawn his candidacy. Staff reached out to various municipalities and received two proposals for IT Services with the recommendation of Mr. Yavuz Atila. Ms. Norgaard reported on the monthly and annual costs for IT Services, Mr. Atila's qualifications, and that the contract would be for a period of 3 years. Staff recommends the Council approve the attached resolution.

6:09 P.M. Floor opened for Public Comment.

Mr. Atila commented that he graduated from the Post Naval Graduate School, is originally from Turkey, and is in agreement with the terms of the contract.

6:09 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** authorizing the City Manager to enter into a Professional Services Agreement with Monterey Bay Technologies, Inc., and Rescinding Resolution SC 22-76 was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

There were no comments by the Council Members.

9E. Upcoming Events/Meetings

The Mayor announced the upcoming Annual Awards Banquet to be held on Friday, December 9, 2022 at 6:00 p.m.

AGENDA ITEM 10, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 6:15 p.m. to the next regularly scheduled meeting on Tuesday, December 20, 2022 at 5:30 p.m.

Connie Horca, City Clerk

**AGENDA ITEM
7B.**

**Acceptance of City/Successor Agency
Monthly Financial Report, October 2022**

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Connie Horca, City Clerk
Subject: October 2022 Financial Reports
Date: December 7, 2022

Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of October 2022.

A. City of Sand City Reports

1. Balance Sheet Report for October 2022
2. Revenue received in the month of October 2022-Total \$ 667,085.51
(This total includes transfers).
Month End Cash Register Activity Report for October 2022
3. Expenditures paid for in the month of October 2022-Total \$ 398,696.19
Month End October 2022 Accounts Payable Report
4. Current City Balances as of October 31, 2022
Total \$ 14,417,752.61
Restricted & unrestricted
[Includes, Mechanics Bank, and Local Agency Investment Fund (LAIF), and City CDs ranging from 6 months to 3 years]

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

1. Balance Sheet Report for October 2022
2. Revenue received in the month of October 2022 -Total \$ 665.05
Month End Cash Register Activity Report for October 2022.
3. Expenditures paid for in the month of October 2022 Total \$ 614,047.98
Month End Cash Disbursements Report for October 2022.
4. Current Successor Agency Balances as of October 31, 2022
Total \$ 1,419,298.16
Restricted and unrestricted
(Includes Mechanics Bank, Bond CDs, and Bond Reserves for the 2008 Taxable Bonds).

NOTES TO THE FINANCIAL REPORT

Special City Notes for October 2022

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of October 2022 are listed below.

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
10/5/2022	County of Monterey	\$ 8,333.37	July 2022 COPS Grant
10/5/2022	County of Monterey	\$ 8,333.33	August 2022 COPS Grant
10/5/2022	County of Monterey	\$ 65,271.25	FY 21-22 COPS Grant Growth Allocation
10/14/2022	LAIF	\$ 36,281.52	3 rd Quarter 2022 Interest
10/19/2022	DBO Development	\$ 11,973.75	South of Tioga Reimbursement 08/2022
10/26/2022	GreenWaste	\$ 14,586.16	3 rd Quarter Franchise Fees
10/26/2022	GreenWaste	\$ 12,584.43	AB 939/SB1383: 3 rd Qtr. Fees
10/31/2022	Andrew Belleci	\$ 9,593.00	TOT Back Taxes: 436 Orange Avenue
10/31/2022	Belleci Media	\$ 5,052.00	TOT Back Taxes: 679D Redwood Ave
10/31/2022	William Tolles	\$ 5,543.55	TOT Back Taxes: 1879 Oceanview Ave
10/31/2022	State of California	\$ 220,915.26	August 2022 In Lieu Sales Tax
10/31/2022	State of California	\$ 224,416.50	August 2022 Transaction & Use Tax

Transfers

(Transfers are shown on the cash register activity report; they are transfers from one bank account to another and should not be considered as a revenue or expenditure)

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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There were no transfers in October 2022.

Month End Cash Disbursement Report - Special or Major Expenses for the Month of October 2022 is explained below

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
037689	Corodata	\$ 5,000.00	Records Management
037719	Meyers Nave	\$13,995.00	Sept. 2022 Outside Attorney Services
037725	4LEAF Inc.	\$ 9,608.25	Sept. 2022 South of Tioga Insp. Fees
037733	CSU Monterey Bay	\$ 5,000.00	FY 22-23 Emergency Operations Contr
037737	Cash Out	\$21,184.93	Employee Cash Out
037738	Harris & Associates	\$ 8,598.75	City Engineering Fees
037754	CalPERS	\$ 15,000.00	October 2022 PERS 457
37683A	CalPERS	\$ 29,808.77	October 2022 PERS Health Premiums
37683C	CalPERS	\$ 51,565.97	September 2022 PERS Retirement
37683D	ADP, Inc	\$ 53,485.52	October 2022 Payroll Taxes

Successor Agency Notes for October 2022

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of October 2022 is listed below.

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
10/31/2022	Mechanics Bank	\$ 13.13	Oct.2022 Interest– 6 Month Tax Exempt Bond
10/31/2022	Mechanics Bank	\$ 13.00	Oct. 2022 Interest– 3 Month Tax Exempt Bond
10/31/2022	Mechanics Bank	\$ 638.92	Oct. 2022 Interest - Property Tax Increment

Month End Cash Disbursement Report-Special or Major Expenses for the Month of October 2022 is explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
002247	Meyer's Nave	\$ 13, 799.10	August 2022 Outside Attorney Services
002248	US Bank	\$388,462.36	Nov. Payment Bond Series 2017
002249	US Bank	\$211,786.52	Nov. 2008B Bond Payment

CITY

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets			Acct ID
Cash Clearing Checking Account	1,649,619.53	99	1001
General Fund CITY- OPEB POTENTIAL FUNDING	142,623.44	10	1004
General Fund City Housing Account	675,671.75	10	1006
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	10,578,844.33	10	1008
General Fund Fair market value adjustments	-146,753.12	10	1009
General Fund Investment CD	165,073.00	10	1020
General Fund Pro Equities Money Market	100,920.56	10	1080
General Fund Pro Equities CD's	985,000.00	10	1081
General Fund Cash Balance	1,503,531.80	10	1099
Gas Tax - 2105 Cash Balance	5,709.15	31	1099
Traffic Safety Cash Balance	104.27	35	1099
RMRA -Road M&R Cash Balance	32,585.11	37	1099
TAMC X TRANSPOR Cash Balance	107,689.08	38	1099
Cash Clearing Cash Balance	-1,649,619.53	99	1099
General Fund Grants Receivable	53,155.64	10	1105
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
Gen. Fixed Asst PENDERGRASS WAY IMPROVEMENTS	57,957.50	60	1277
Gen. Fixed Asst ART PARK IMPROVEMENTS CIP	64,489.72	60	1278
Gen. Fixed Asst PER CAPITA PARKS GRANT	36,710.34	60	1279
General LTD Act AMOUNT PROVIDED FOR LTD	3,955,335.22	70	1280
Gen. Fixed Asst Prop 1 IRWM - Catalina St.CIP	36,006.50	60	1281
Gen. Fixed Asst PROP 1 SW CONTRA COSTA CIP	21,678.75	60	1282
Gen. Fixed Asst CITY HALL IMPROVEMENTS CIP	58,290.10	60	1283
Gen. Fixed Asst CDBG Calabrese Park CIP	123,969.25	60	1287
Gen. Fixed Asst Land	1,837,193.95	60	1290
Gen. Fixed Asst Land/Facility Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	618,198.05	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,538,775.38	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,599,595.69	60	1297
Gen. Fixed Asst INFRASTRUCTURE- streets	5,155,456.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-9,421,756.50	60	1300
General LTD Act Deferred Outflow- Pers contrib	845,074.74	70	1400
General LTD Act Deferred Outflow- Actuarial	556,200.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTES	117,116.00	70	1500
Total of Assets ---->	39,864,905.10		39,864,905.10

Liabilities			Acct ID
General Fund STRONG MOTION	71.68	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	12.00	10	2012
General Fund GHANDOUR TAMC IMPACT FEE	542,222.00	10	2013
General LTD Act Compensated Absences	627,724.49	70	2020
General LTD Act NET OPEB LIABILITY/ASSET	-2,140,583.00	70	2025
General Fund DEFERRED REVENUE	53,165.65	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	25,000.00	10	2059
General LTD Act capital lease-police radios	32,768.33	70	2070
General Fund State Mandated CASP Fee	5.20	10	2115
General Fund SQUARE CREDIT CARD PMT FEE	-8.76	10	2116
General Fund Health Insurance	26,423.43	10	2150
General Fund POLICE ASSOC. DUES	1,195.00	10	2180
General Fund PEPR RETIREMENT %	5,461.37	10	2191
General Fund RETIREMENT %	7,985.27	10	2192
General Fund AFLAC PRE TAX	646.39	10	2195
General Fund AFLAX-AFTER TAX	503.44	10	2196
General Fund PERS SURVIVOR BENEFIT	36.00	10	2197
General LTD Act Net Pers Liability	2,352,325.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	1,961,934.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTUARIALS	1,252,642.00	70	2505
Total of Liabilities ---->	5,524,297.16		

FUND Balances			Acct ID
General Fund Unappropriated Fund Balance	23,138,763.87	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	1,074.13	31	3400
Traffic Safety Unappropriated Fund Balance	69.32	35	3400
RMRA -Road M&R Unappropriated Fund Balance	31,206.77	37	3400
TAMC X TRANSPOR Unappropriated Fund Balance	107,689.08	38	3400
Gen. Fixed Asst Unappropriated Fund Balance	-440,987.25	60	3400
General LTD Act Unappropriated Fund Balance	1,386,914.63	70	3400
Gen. Fixed Asst Investment in Fixed Assets	10,009,355.91	60	3600
Gen. Fixed Asst CAPITAL LEASE	337,830.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-661,308.93		
Total of FUND Balances ---->	34,340,607.94		39,864,905.10

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT	YEAR
	MONTH	TO
		DATE
Revenues		
General Fund Users Tax Non Department	12508.69	43391.73
General Fund Sales/Use Tax Non Department	220915.26	472958.02
General Fund Transaction tax Non Department	224416.50	429833.88
General Fund State CASP Fee Non Department	43.20	1353.60
General Fund TOT TAX Non Department	31954.68	38138.90
General Fund Refuse Franchis Non Department	14586.16	14586.16
General Fund AB939/SB1383 Non Department	12584.43	12584.43
General Fund Bus. License Non Department	2578.50	645307.28
General Fund B. L. Late Fee Non Department	37.50	37.50
General Fund CLEEF GRANT Public Safety	81937.95	81937.95
General Fund Bldg. Permit Building	2041.87	2768.08
General Fund STR APPLICATION Community Dev.	2148.00	3938.00
General Fund TEMPORARY CUP Community Dev.	100.00	200.00
General Fund Design Review Community Dev.	0.00	50.00
General Fund ENGINEER FEES Public Works	153.75	3905.00
General Fund STR INSPECTION Building	1680.00	3080.00
General Fund Plan CK Fees Building	1291.94	1763.98
Traffic Safety CA Code Fines Public Works	44.21	34.95
General Fund City Fines Public Safety	381.06	597.19
General Fund VEHICLE RELEASE Public Safety	95.00	665.00
General Fund PARKING PERMITS Community Dev.	0.00	200.00
General Fund SANDCITYPARKING Public Safety	460.00	4080.00
Gas Tax - 2105 Gas Tax Funds Public Works	1191.56	4635.02
RMRA -Road M&R RMRA-ROAD MAINT Public Works	697.69	1378.34
General Fund Prop 172 Public Safety	35.78	73.69
General Fund Int. General Non Department	16.68	51.27
General Fund OPEB INTEREST Non Department	3.52	14.31
General Fund Housing Interes Non Department	1288.72	1356.71
General Fund Int. LAIF Non Department	36281.52	36281.52
General Fund TVI CD INTEREST Non Department	3009.45	4057.75
General Fund WEST END REVEUE Non Department	0.00	33172.00
General Fund MURAL FESTIVAL Non Department	0.00	2222.00
General Fund Asset Forfeitur Public Safety	1392.95	1392.95
General Fund S of Tioga Reim Non Department	11973.75	15831.25
General Fund S of Tioga PC Non Department	445.05	445.05
General Fund CAL AM REIMB Non Department	1383.75	1383.75
General Fund Special Police Public Safety	10.00	70.00
General Fund PROP 1 IRWM Non Department	0.00	3283.75
General Fund MBASIA/Fitness Non Department	0.00	7500.00
General Fund Other Non Department	0.00	15.00
General Fund REIMBURSEMENTS Non Department	298.72	543.72
General Fund RENTAL INCOME Non Department	1699.58	5976.92
Gross Revenues	669687.42	1881096.65

Expenditures

General Fund MUNI CODE Non Department	1140.45	1140.45
General Fund MEMBERSHIPS PA Non Department	0.00	6877.17
General Fund MEMBERSHIPS VOL Non Department	0.00	5725.00
General Fund WEST END Community Out	0.00	47830.52
General Fund COVID GENERAL Non Department	134.00	804.00
General Fund Capital Outlay Parks	10899.17	10899.17
General Fund Capital Outlay Government Bldg	0.00	756.42
General Fund Capital Outlay CAPITAL PROGRAM	3932.50	7061.25
General Fund TEMP STAFFING Administration	956.25	956.25
General Fund Contract Svcs. Community Dev.	0.00	5590.85
General Fund Contract Svcs. Building	360.00	360.00
General Fund Contract Svcs. Public Works	8035.00	8035.00
General Fund Dues/Subscrptn Non Department	180.00	180.00
General Fund Dues/Subscrptn Administration	861.46	1678.26
General Fund Dues/Subscrptn Public Safety	0.00	1205.00
General Fund Pest control Public Works	0.00	260.00
General Fund Mileage City Council	200.00	800.00
General Fund Mileage Administration	300.00	1200.00
General Fund Salaries Administration	26082.88	118394.82
General Fund Salaries Finance	9918.95	39675.80
General Fund Salaries Community Dev.	9694.05	38776.20
General Fund Salaries Public Safety	122946.61	480953.58
General Fund Salaries Public Works	14499.97	76646.35
General Fund W/C WAGES Public Safety	0.00	10275.01
General Fund PAID TIME OFF Administration	0.00	1469.37
General Fund PAID TIME OFF Public Safety	30327.43	92858.83
General Fund HOLIDAY Public Safety	910.45	1691.34
General Fund Overtime Public Safety	1807.03	10865.47
General Fund Overtime Public Works	0.00	1650.86
General Fund L.T.D. Administration	199.78	836.80
General Fund L.T.D. Finance	104.63	418.52
General Fund L.T.D. Community Dev.	81.40	325.60
General Fund L.T.D. Public Safety	306.84	1173.36
General Fund L.T.D. Public Works	173.38	666.79
General Fund Dental City Council	325.48	1301.92
General Fund Dental Administration	268.40	1073.60
General Fund Dental Finance	46.50	186.00
General Fund Dental Community Dev.	46.50	186.00
General Fund Dental Public Safety	1654.25	6266.20
General Fund Dental Public Works	397.30	1589.20
General Fund VISION COVERAGE City Council	61.48	245.92

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT	YEAR
	MONTH	TO
		DATE
Expenditures (Continue)		
General Fund VISION COVERAGE Finance	8.78	35.12
General Fund VISION COVERAGE Community Dev.	8.78	35.12
General Fund VISION COVERAGE Public Safety	257.06	972.86
General Fund VISION COVERAGE Public Works	64.16	256.64
General Fund Life Ins. Administration	55.50	222.00
General Fund Life Ins. Finance	18.50	74.00
General Fund Life Ins. Community Dev.	18.50	74.00
General Fund Life Ins. Public Safety	203.50	777.00
General Fund Life Ins. Public Works	55.50	222.00
General Fund Health Benefits Non Department	104.85	400.35
General Fund Health Benefits City Council	5275.50	21102.00
General Fund Health Benefits Administration	2637.75	13716.30
General Fund Health Benefits Finance	1055.10	4220.40
General Fund Health Benefits Community Dev.	1055.10	4220.40
General Fund Health Benefits Public Safety	16881.60	67526.40
General Fund Health Benefits Public Works	4220.40	16881.60
General Fund HEALTH-RETIRES Administration	1527.76	6111.04
General Fund HEALTH-RETIRES Attorney	381.94	1527.76
General Fund HEALTH-RETIRES Community Dev.	910.45	3641.80
General Fund HEALTH-RETIRES Public Safety	6827.42	27882.59
General Fund Pers Retire EE City Council	51.84	155.51
General Fund Pers Retire EE Administration	817.16	2451.48
General Fund Pers Retire EE Finance	857.00	2571.00
General Fund Pers Retire EE Community Dev.	837.57	2512.71
General Fund Pers Retire EE Public Safety	514.79	1544.37
General Fund Pers Retire EE Public Works	1711.40	5131.39
General Fund PERS City Council	98.82	296.45
General Fund PERS Administration	3027.43	9449.33
General Fund PERS Finance	1633.65	4900.95
General Fund PERS Community Dev.	1596.61	4789.83
General Fund PERS Public Safety	23569.56	70596.60
General Fund PERS Public Works	3046.35	9133.40
General Fund DEFERRED COMP City Council	400.00	1600.00
General Fund DEFERRED COMP Administration	200.00	800.00
General Fund DEFERRED COMP Finance	100.00	400.00
General Fund DEFERRED COMP Community Dev.	100.00	400.00
General Fund DEFERRED COMP Public Safety	1200.00	4800.00
General Fund DEFERRED COMP Public Works	200.00	1100.00
General Fund FICA/Medicare City Council	356.78	1427.19
General Fund FICA/Medicare Administration	377.82	1761.95
General Fund FICA/Medicare Finance	142.38	569.52
General Fund FICA/Medicare Community Dev.	139.89	559.56
General Fund FICA/Medicare Public Safety	2416.07	9129.44
General Fund FICA/Medicare Public Works	261.72	1343.78
General Fund GASB 68 Non Department	0.00	2100.00
General Fund Train/Meetings City Council	986.47	1952.60
General Fund Train/Meetings Administration	994.07	3048.84
General Fund Train/Meetings Public Safety	2228.40	2880.14
General Fund Council Meeting City Council	1500.00	6000.00
General Fund GASB68LIABILITY City Council	0.00	3158.07
General Fund GASB68LIABILITY Administration	0.00	70751.54
General Fund GASB68LIABILITY Finance	0.00	72635.61
General Fund GASB68LIABILITY Community Dev.	0.00	75793.68
General Fund GASB68LIABILITY Public Safety	0.00	209446.60
General Fund GASB68LIABILITY Public Works	0.00	95527.50
General Fund EAP PROGRAM Non Department	0.00	1189.44
General Fund ADP/SHRED IT Administration	349.55	1044.40
General Fund STR INSPECTION Building	504.00	504.00
General Fund Building Insp Building	2930.00	9059.75
General Fund Planning/Other Community Dev.	0.00	95.00
General Fund Audit Finance	0.00	4407.75
General Fund Technical Spprt Non Department	0.00	1260.00
General Fund Technical Spprt Administration	147.00	2100.00
General Fund Technical Spprt Finance	232.77	1897.08
General Fund Technical Spprt Community Dev.	0.00	63.00
General Fund Technical Spprt Public Safety	2478.00	6300.00
General Fund HDL/BL/PROP/SAL Finance	0.00	9599.78
General Fund OUTSIDE ATTORNEY Attorney	15531.00	27872.00
General Fund Animal Reg/Vet Public Safety	0.00	525.00
General Fund Auto Fuel Public Safety	1621.09	11375.81
General Fund Auto Maint. Public Safety	478.17	2851.55
General Fund Auto Maint. Public Works	26.73	1270.30
General Fund AUTO DETAILING Public Safety	330.00	1710.80
General Fund 911 CENTER Public Safety	0.00	18694.00
General Fund DOJ- VESTS POL Public Safety	0.00	601.42
General Fund Equipment Public Safety	0.00	282.70
General Fund RANGE FEES/SUP Public Safety	0.00	337.91
General Fund SRU Annual Fee Public Safety	0.00	5000.00
General Fund Fire Contract Fire Dept.	0.00	164420.00
General Fund Reserves Public Safety	2290.63	8905.96
General Fund EQUIP/COMPUTER Public Safety	0.00	717.12
General Fund Police Supplies Public Safety	61.54	1779.04
General Fund SPECIAL SKILLS Public Safety	100.00	400.00
General Fund Uniform Allow. Public Safety	583.31	3934.65
General Fund Uniform Allow. Public Works	178.66	895.88
General Fund PD Education Public Safety	5479.80	21894.44
General Fund ARRESTS/INVEST Public Safety	538.56	2565.56
General Fund COMPUTER/MAINT Public Safety	0.00	11908.16
General Fund HOPE SERVICES Public Works	3558.87	9603.30

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Expenditures (Continue)		
General Fund St. Lighting Public Works	810.72	2615.52
General Fund St. Maintenance Public Works	0.00	3445.74
General Fund ADOPT A HWY Public Works	0.00	1050.00
General Fund Bike Trail Elec Community Out	209.81	905.75
General Fund PARKS SUPPLIES Parks	441.17	2051.42
General Fund SECURITY Public Safety	0.00	120.51
General Fund SECURITY Public Works	0.00	320.82
General Fund SECURITY Government Bldg	0.00	990.32
General Fund SUPPLIES Public Works	280.17	1602.79
General Fund City Events Community Out	295.18	835.55
General Fund Donations Non Department	300.00	1600.00
General Fund DIGITAL RECORDS Non Department	5000.00	5000.00
General Fund Fire/Theft Government Bldg	0.00	36949.03
General Fund ADVERTISING Community Dev.	0.00	2169.08
General Fund ADVERTISING Community Out	1614.00	3228.00
General Fund Liability Ins. City Council	0.00	358.67
General Fund Liability Ins. Administration	0.00	6814.88
General Fund Liability Ins. Finance	0.00	1793.39
General Fund Liability Ins. Community Dev.	0.00	1793.39
General Fund Liability Ins. Public Safety	0.00	57388.40
General Fund Liability Ins. Public Works	0.00	3586.77
General Fund Rental Payments Public Safety	445.38	1781.52
General Fund Misc. Expense Non Department	575.86	975.49
General Fund NGEN MAINTENANC Public Safety	0.00	8532.00
General Fund Equip. Maint. Non Department	712.24	1586.14
General Fund Equip. Maint. Public Safety	0.00	9900.00
General Fund STORAGE Public Works	311.00	1244.00
General Fund Office Supplies Non Department	1969.14	7362.97
General Fund Office Phones Non Department	91.93	408.39
General Fund Office Phones City Council	329.11	1018.51
General Fund Office Phones Administration	311.77	1042.97
General Fund Office Phones Community Dev.	75.08	291.68
General Fund Office Phones Public Safety	712.75	2303.60
General Fund Office Phones Public Works	288.34	851.38
General Fund Official Bonds Non Department	0.00	1216.00
General Fund Utilities Non Department	3505.91	6828.82
General Fund REFUSE/TRASH Public Works	1074.50	1463.15
General Fund IRRIGATION/LAND Public Works	0.00	40.76
General Fund Work. Comp. Ins City Council	0.00	1262.67
General Fund Work. Comp. Ins Administration	0.00	32829.27
General Fund Work. Comp. Ins Finance	0.00	6313.32
General Fund Work. Comp. Ins Community Dev.	0.00	6313.32
General Fund Work. Comp. Ins Public Safety	0.00	26640.71
General Fund Work. Comp. Ins Public Works	0.00	26640.71
General Fund PUBLIC SURVEYS Community Out	3900.00	3900.00
General Fund Equip. Purchase Non Department	455.96	1173.68
General Fund Equip. Purchase City Council	0.00	1397.39
General Fund Equip. Purchase Administration	147.87	147.87
General Fund Equip. Purchase Finance	0.00	2074.66
General Fund Equip. Purchase Public Works	0.00	438.03
General Fund Exercise Prgm City Council	120.00	480.00
General Fund Exercise Prgm Administration	60.00	300.00
General Fund Exercise Prgm Public Safety	210.00	840.00
General Fund Exercise Prgm Public Works	30.00	300.00
General Fund Nighthawk WiFi Public Safety	241.44	724.32
General Fund Internet/Web Non Department	122.61	490.43
General Fund Internet/Web Public Safety	198.57	794.28
General Fund Internet/Web Public Works	93.65	374.60
General Fund Maint/Repairs Government Bldg	2245.27	4167.10
General Fund Maint/Repairs Community Out	269.14	807.42
General Fund EOC Expenses Public Safety	5000.00	5000.00
General Fund CSA74-GRANT EMS Non Department	717.34	717.34
General Fund MURAL FESTIVAL Community Out	-12500.00	16250.00
General Fund ART PARK Community Out	345.75	968.10
General Fund S of Tioga Non Department	0.00	5882.50
General Fund S OF TIOGA PC Non Department	531.50	3361.00
General Fund S OF TIOGA BI Non Department	1077.00	1077.00
General Fund EQUIP LEASE-PRN Public Safety	0.00	31105.21
General Fund EQUIP LEASE-INT Public Safety	0.00	3415.14
Total Expenditures	397871.16	2542405.58
Net Surplus (MDT) *Net Deficit (YTD)	271816.26	-661308.93

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1004	CITY- OPEB POTENTIAL FUNDING	142,623.44	
1006	City Housing Account	675,671.75	
1007	Tioga Beach Clean Up Fund	120,000.00	
1008	LAIF	10,578,844.33	
1009	Fair market value adjustments	-146,753.12	
1020	Investment CD	165,073.00	
1080	Pro Equities Money Market	100,920.56	
1081	Pro Equities CD's	985,000.00	
1099	Cash Balance	1,503,531.80	
1105	Grants Receivable	53,155.64	
1130	Due From RA/Operating Expenses	3,626,057.91	
1140	Due From AGENCY/Costco/Seaside	4,649,999.99	
1145	Due RA/COP reimbursement	1,454,766.42	
Total of Assets ---->		23,908,891.72	23,908,891.72

Liabilities

2010	STRONG MOTION	71.68	
2012	SB1473-COUNTY PERMIT ASSESSMEN	12.00	
2013	GHANDOUR TAMC IMPACT FEE	542,222.00	
2050	DEFERRED REVENUE	53,165.65	
2056	DEFERRED REVENUE RDA COP REIMB	774,766.42	
2059	Orosco-South of Tioga	25,000.00	
2115	State Mandated CASP Fee	5.20	
2116	SQUARE CREDIT CARD PMT FEE	-8.76	
2150	Health Insurance	26,423.43	
2180	POLICE ASSOC. DUES	1,195.00	
2191	PEPRA RETIREMENT %	5,461.37	
2192	RETIREMENT %	7,985.27	
2195	AFLAC PRE TAX	646.39	
2196	AFLAX-AFTER TAX	503.44	
2197	PERS SURVIVOR BENEFIT	36.00	
Total of Liabilities ---->		1,437,485.09	

FUND Balances

3400	Unappropriated Fund Balance	23,138,763.87	
CURRENT EARNINGS		-667,357.24	
Total of FUND Balances ---->		22,471,406.63	23,908,891.72

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT	YEAR
	MONTH	TO
		DATE
Revenues		
General Fund Users Tax Non Department	12508.69	43391.73
General Fund Sales/Use Tax Non Department	220915.26	472958.02
General Fund Transaction tax Non Department	224416.50	429833.88
General Fund State CASP Fee Non Department	43.20	1353.60
General Fund TOT TAX Non Department	31954.68	38138.90
General Fund Refuse Franchis Non Department	14586.16	14586.16
General Fund AB939/SB1383 Non Department	12584.43	12584.43
General Fund Bus. License Non Department	2578.50	645307.28
General Fund B. L. Late Fee Non Department	37.50	37.50
General Fund CLEEP GRANT Public Safety	81937.95	81937.95
General Fund Bldg. Permit Building	2041.87	2768.08
General Fund STR APPLICATION Community Dev.	2148.00	3938.00
General Fund TEMPORARY CUP Community Dev.	100.00	200.00
General Fund Design Review Community Dev.	0.00	50.00
General Fund ENGINEER FEES Public Works	153.75	3905.00
General Fund STR INSPECTION Building	1680.00	3080.00
General Fund Plan CK Fees Building	1291.94	1763.98
General Fund City Fines Public Safety	381.06	597.19
General Fund VEHICLE RELEASE Public Safety	95.00	665.00
General Fund PARKING PERMITS Community Dev.	0.00	200.00
General Fund SANCITYPARKING Public Safety	460.00	4080.00
General Fund Prop 172 Public Safety	35.78	73.69
General Fund Int. General Non Department	16.68	51.27
General Fund OPEB INTEREST Non Department	3.52	14.31
General Fund Housing Interes Non Department	1288.72	1356.71
General Fund Int. LAIF Non Department	36281.52	36281.52
General Fund TVI CD INTEREST Non Department	3009.45	4057.75
General Fund WEST END REVEUE Non Department	0.00	33172.00
General Fund MURAL FESTIVAL Non Department	0.00	2222.00
General Fund Asset Forfeitur Public Safety	1392.95	1392.95
General Fund S of Tioga Reim Non Department	11973.75	15831.25
General Fund S of Tioga PC Non Department	445.05	445.05
General Fund CAL AM REIMB Non Department	1383.75	1383.75
General Fund Special Police Public Safety	10.00	70.00
General Fund PROP 1 IRWM Non Department	0.00	3283.75
General Fund MBASIA/Fitness Non Department	0.00	7500.00
General Fund Other Non Department	0.00	15.00
General Fund REIMBURSEMENTS Non Department	298.72	543.72
General Fund RENTAL INCOME Non Department	1699.58	5976.92
Gross Revenues	667753.96	1875048.34
Expenditures		
General Fund MUNI CODE Non Department	1140.45	1140.45
General Fund MEMBERSHIPS PA Non Department	0.00	6877.17
General Fund MEMBERSHIPS VOL Non Department	0.00	5725.00
General Fund WEST END Community Out	0.00	47830.52
General Fund COVID GENERAL Non Department	134.00	804.00
General Fund Capital Outlay Parks	10899.17	10899.17
General Fund Capital Outlay Government Bldg	0.00	756.42
General Fund Capital Outlay CAPITAL PROGRAM	3932.50	7061.25
General Fund TEMP STAFFING Administration	956.25	956.25
General Fund Contract Svcs. Community Dev.	0.00	5590.85
General Fund Contract Svcs. Building	360.00	360.00
General Fund Contract Svcs. Public Works	8035.00	8035.00
General Fund Dues/Subscrptn Non Department	180.00	180.00
General Fund Dues/Subscrptn Administration	861.46	1678.26
General Fund Dues/Subscrptn Public Safety	0.00	1205.00
General Fund Pest control Public Works	0.00	260.00
General Fund Mileage City Council	200.00	800.00
General Fund Mileage Administration	300.00	1200.00
General Fund Salaries Administration	26082.88	118394.82
General Fund Salaries Finance	9918.95	39675.80
General Fund Salaries Community Dev.	9694.05	38776.20
General Fund Salaries Public Safety	122946.61	480953.58
General Fund Salaries Public Works	14499.97	76646.35
General Fund W/C WAGES Public Safety	0.00	10275.01
General Fund PAID TIME OFF Administration	0.00	1469.37
General Fund PAID TIME OFF Public Safety	30327.43	92858.83
General Fund HOLIDAY Public Safety	910.45	1691.34
General Fund Overtime Public Safety	1807.03	10865.47
General Fund Overtime Public Works	0.00	1650.86
General Fund L.T.D. Administration	199.78	836.80
General Fund L.T.D. Finance	104.63	418.52
General Fund L.T.D. Community Dev.	81.40	325.60
General Fund L.T.D. Public Safety	306.84	1173.36
General Fund L.T.D. Public Works	173.38	666.79
General Fund Dental City Council	325.48	1301.92
General Fund Dental Administration	268.40	1073.60
General Fund Dental Finance	46.50	186.00
General Fund Dental Community Dev.	46.50	186.00
General Fund Dental Public Safety	1654.25	6266.20
General Fund Dental Public Works	397.30	1589.20
General Fund VISION COVERAGE City Council	61.48	245.92
General Fund VISION COVERAGE Administration	45.25	181.00
General Fund VISION COVERAGE Finance	8.78	35.12
General Fund VISION COVERAGE Community Dev.	8.78	35.12

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT	YEAR
	MONTH	TO
		DATE
Expenditures (Continue)		
General Fund VISION COVERAGE Public Works	64.16	256.64
General Fund Life Ins. Administration	55.50	222.00
General Fund Life Ins. Finance	18.50	74.00
General Fund Life Ins. Community Dev.	18.50	74.00
General Fund Life Ins. Public Safety	203.50	777.00
General Fund Life Ins. Public Works	55.50	222.00
General Fund Health Benefits Non Department	104.85	400.35
General Fund Health Benefits City Council	5275.50	21102.00
General Fund Health Benefits Administration	2637.75	13716.30
General Fund Health Benefits Finance	1055.10	4220.40
General Fund Health Benefits Community Dev.	1055.10	4220.40
General Fund Health Benefits Public Safety	16881.60	67526.40
General Fund Health Benefits Public Works	4220.40	16881.60
General Fund HEALTH-RETIREEES Administration	1527.76	6111.04
General Fund HEALTH-RETIREEES Attorney	381.94	1527.76
General Fund HEALTH-RETIREEES Community Dev.	910.45	3641.80
General Fund HEALTH-RETIREEES Public Safety	6827.42	27882.59
General Fund Pers Retire EE City Council	51.84	155.51
General Fund Pers Retire EE Administration	817.16	2451.48
General Fund Pers Retire EE Finance	857.00	2571.00
General Fund Pers Retire EE Community Dev.	837.57	2512.71
General Fund Pers Retire EE Public Safety	514.79	1544.37
General Fund Pers Retire EE Public Works	1711.40	5131.39
General Fund PERS City Council	98.82	296.45
General Fund PERS Administration	3027.43	9449.33
General Fund PERS Finance	1633.65	4900.95
General Fund PERS Community Dev.	1596.61	4789.83
General Fund PERS Public Safety	23569.56	70596.60
General Fund PERS Public Works	3046.35	9133.40
General Fund DEFERRED COMP City Council	400.00	1600.00
General Fund DEFERRED COMP Administration	200.00	800.00
General Fund DEFERRED COMP Finance	100.00	400.00
General Fund DEFERRED COMP Community Dev.	100.00	400.00
General Fund DEFERRED COMP Public Safety	1200.00	4800.00
General Fund DEFERRED COMP Public Works	200.00	1100.00
General Fund FICA/Medicare City Council	356.78	1427.19
General Fund FICA/Medicare Administration	377.82	1761.95
General Fund FICA/Medicare Finance	142.38	569.52
General Fund FICA/Medicare Community Dev.	139.89	559.56
General Fund FICA/Medicare Public Safety	2416.07	9129.44
General Fund FICA/Medicare Public Works	261.72	1343.78
General Fund GASB 68 Non Department	0.00	2100.00
General Fund Train/Meetings City Council	986.47	1952.60
General Fund Train/Meetings Administration	994.07	3048.84
General Fund Train/Meetings Public Safety	2228.40	2880.14
General Fund Council Meeting City Council	1500.00	6000.00
General Fund GASB68LIABILITY City Council	0.00	3158.07
General Fund GASB68LIABILITY Administration	0.00	70751.54
General Fund GASB68LIABILITY Finance	0.00	72635.61
General Fund GASB68LIABILITY Community Dev.	0.00	75793.68
General Fund GASB68LIABILITY Public Safety	0.00	209446.60
General Fund GASB68LIABILITY Public Works	0.00	95527.50
General Fund EAP PROGRAM Non Department	0.00	1189.44
General Fund ADP/SHRED IT Administration	349.55	1044.40
General Fund STR INSPECTION Building	504.00	504.00
General Fund Building Insp Building	2930.00	9059.75
General Fund Planning/Other Community Dev.	0.00	95.00
General Fund Audit Finance	0.00	4407.75
General Fund Technical Spprt Non Department	0.00	1260.00
General Fund Technical Spprt Administration	147.00	2100.00
General Fund Technical Spprt Finance	232.77	1897.08
General Fund Technical Spprt Community Dev.	0.00	63.00
General Fund Technical Spprt Public Safety	2478.00	6300.00
General Fund HDL/BL/PROP/SAL Finance	0.00	9599.78
General Fund OUTSIDE ATTORNEY Attorney	15531.00	27872.00
General Fund Animal Reg/Vet Public Safety	0.00	525.00
General Fund Auto Fuel Public Safety	1621.09	11375.81
General Fund Auto Maint. Public Safety	478.17	2851.55
General Fund Auto Maint. Public Works	26.73	1270.30
General Fund AUTO DETAILING Public Safety	330.00	1710.80
General Fund 911 CENTER Public Safety	0.00	18694.00
General Fund DOJ- VESTS POL Public Safety	0.00	601.42
General Fund Equipment Public Safety	0.00	282.70
General Fund RANGE FEES/SUP Public Safety	0.00	337.91
General Fund SRU Annual Fee Public Safety	0.00	5000.00
General Fund Fire Contract Fire Dept.	0.00	164420.00
General Fund Reserves Public Safety	2290.63	8905.96
General Fund EQUIP/COMPUTER Public Safety	0.00	717.12
General Fund Police Supplies Public Safety	61.54	1779.04
General Fund SPECIAL SKILLS Public Safety	100.00	400.00
General Fund Uniform Allow. Public Safety	583.31	3934.65
General Fund Uniform Allow. Public Works	178.66	895.88
General Fund PD Education Public Safety	5479.80	21894.44
General Fund ARRESTS/INVEST Public Safety	538.56	2565.56
General Fund COMPUTER/MAINT Public Safety	0.00	11908.16
General Fund HOPE SERVICES Public Works	3558.87	9603.30
General Fund St. Lighting Public Works	810.72	2615.52
General Fund St. Maintenance Public Works	0.00	3445.74
General Fund ADOPT A HWY Public Works	0.00	1050.00

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Expenditures (Continue)		
General Fund Bike Trail Elec Community Out	209.81	905.75
General Fund PARKS SUPPLIES Parks	441.17	2051.42
General Fund SECURITY Public Safety	0.00	120.51
General Fund SECURITY Public Works	0.00	320.82
General Fund SECURITY Government Bldg	0.00	990.32
General Fund SUPPLIES Public Works	280.17	1602.79
General Fund City Events Community Out	295.18	835.55
General Fund Donations Non Department	300.00	1600.00
General Fund DIGITAL RECORDS Non Department	5000.00	5000.00
General Fund Fire/Theft Government Bldg	0.00	36949.03
General Fund ADVERTISING Community Dev.	0.00	2169.08
General Fund ADVERTISING Community Out	1614.00	3228.00
General Fund Liability Ins. City Council	0.00	358.67
General Fund Liability Ins. Administration	0.00	6814.88
General Fund Liability Ins. Finance	0.00	1793.39
General Fund Liability Ins. Community Dev.	0.00	1793.39
General Fund Liability Ins. Public Safety	0.00	57388.40
General Fund Liability Ins. Public Works	0.00	3586.77
General Fund Rental Payments Public Safety	445.38	1781.52
General Fund Misc. Expense Non Department	575.86	975.49
General Fund NGEN MAINTENANC Public Safety	0.00	8532.00
General Fund Equip. Maint. Non Department	712.24	1586.14
General Fund Equip. Maint. Public Safety	0.00	9900.00
General Fund STORAGE Public Works	311.00	1244.00
General Fund Office Supplies Non Department	1969.14	7362.97
General Fund Office Phones Non Department	91.93	408.39
General Fund Office Phones City Council	329.11	1018.51
General Fund Office Phones Administration	311.77	1042.97
General Fund Office Phones Community Dev.	75.08	291.68
General Fund Office Phones Public Safety	712.75	2303.60
General Fund Office Phones Public Works	288.34	851.38
General Fund Official Bonds Non Department	0.00	1216.00
General Fund Utilities Non Department	3505.91	6828.82
General Fund REFUSE/TRASH Public Works	1074.50	1463.15
General Fund IRRIGATION/LAND Public Works	0.00	40.76
General Fund Work. Comp. Ins City Council	0.00	1262.67
General Fund Work. Comp. Ins Administration	0.00	32829.27
General Fund Work. Comp. Ins Finance	0.00	6313.32
General Fund Work. Comp. Ins Community Dev.	0.00	6313.32
General Fund Work. Comp. Ins Public Safety	0.00	26640.71
General Fund Work. Comp. Ins Public Works	0.00	26640.71
General Fund PUBLIC SURVEYS Community Out	3900.00	3900.00
General Fund Equip. Purchase Non Department	455.96	1173.68
General Fund Equip. Purchase City Council	0.00	1397.39
General Fund Equip. Purchase Administration	147.87	147.87
General Fund Equip. Purchase Finance	0.00	2074.66
General Fund Equip. Purchase Public Works	0.00	438.03
General Fund Exercise Prgm City Council	120.00	480.00
General Fund Exercise Prgm Administration	60.00	300.00
General Fund Exercise Prgm Public Safety	210.00	840.00
General Fund Exercise Prgm Public Works	30.00	300.00
General Fund Nighthawk WiFi Public Safety	241.44	724.32
General Fund Internet/Web Non Department	122.61	490.43
General Fund Internet/Web Public Safety	198.57	794.28
General Fund Internet/Web Public Works	93.65	374.60
General Fund Maint/Repairs Government Bldg	2245.27	4167.10
General Fund Maint/Repairs Community Out	269.14	807.42
General Fund EOC Expenses Public Safety	5000.00	5000.00
General Fund CSA74-GRANT EMS Non Department	717.34	717.34
General Fund MURAL FESTIVAL Community Out	-12500.00	16250.00
General Fund ART PARK Community Out	345.75	968.10
General Fund S OF Tioga Non Department	0.00	5882.50
General Fund S OF TIOGA PC Non Department	531.50	3361.00
General Fund S OF TIOGA BI Non Department	1077.00	1077.00
General Fund EQUIP LEASE-PRN Public Safety	0.00	31105.21
General Fund EQUIP LEASE-INT Public Safety	0.00	3415.14
Total Expenditures	397871.16	2542405.58
Net Surplus (MDT) *Net Deficit (YTD)	269882.80	-667357.24

REPORT.: 10/31/22	City of Sand City	PAGE: 009
RUN...: 10/31/22	Balance Sheet Report	ID #: GLBS
Run By.: DEVON	FUND 31 - Gas Tax - 2105	CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1099	Cash Balance	5,709.15	

	Total of Assets ---->	5,709.15	5,709.15
		=====	

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	1,074.13	
CURRENT EARNINGS		4,635.02	

	Total of FUND Balances ---->	5,709.15	5,709.15
		=====	

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Gas Tax - 2105 Gas Tax Funds Public Works	1191.56	4635.02
Gross Revenues	1191.56	4635.02
Revenue Reductions		
Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	1191.56	4635.02
Expenditures		
Total Expenditures	0.00	0.00
Net Surplus	1191.56	4635.02

Ending Calendar Date.: October 31, 2022

Fiscal (04-23)

Assets			

1099	Cash Balance	104.27	

Total of Assets ---->		104.27	104.27
			=====

Liabilities

FUND Balances			

3400	Unappropriated Fund Balance	69.32	
CURRENT EARNINGS		34.95	

Total of FUND Balances ---->		104.27	104.27
			=====

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE

Revenues		

Traffic Safety CA Code Fines Public Works	44.21	34.95
Gross Revenues	44.21	34.95

Revenue Reductions		

Total Revenue Reductions	0.00	0.00

* Adjusted Revenues	44.21	34.95

Expenditures		

Total Expenditures	0.00	0.00

Net Surplus	44.21	34.95
=====		

REPORT.: 10/31/22	City of Sand City	PAGE: 013
RUN...: 10/31/22	Balance Sheet Report	ID #: GLBS
Run By.: DEVON	FUND 37 - RMRA -Road M&R	CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1099	Cash Balance	32,585.11	
	Total of Assets ---->	32,585.11	32,585.11

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	31,206.77	
	CURRENT EARNINGS	1,378.34	
	Total of FUND Balances ---->	32,585.11	32,585.11

REPORT.: 10/31/22	City of Sand City	PAGE: 014
RUN...: 10/31/22	Statement of Revenues & Expenditures	ID #: GLBS
Run By.: DEVON	FUND 37 - RMRA -Road M&R	CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Revenues		
RMRA -Road M&R RMRA-ROAD MAINT Public Works	697.69	1378.34
Gross Revenues	697.69	1378.34
Revenue Reductions		
Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	697.69	1378.34
Expenditures		
Total Expenditures	0.00	0.00
Net Surplus	697.69	1378.34

Ending Calendar Date: October 31, 2022

Fiscal (04-23)

Assets			

1099	Cash Balance	107,689.08	

Total of Assets ---->		107,689.08	107,689.08
			=====

Liabilities

FUND Balances			

3400	Unappropriated Fund Balance	107,689.08	
CURRENT EARNINGS		0.00	

Total of FUND Balances ---->		107,689.08	107,689.08
			=====

REPORT.: 10/31/22	City of Sand City	PAGE: 016
RUN...: 10/31/22	Balance Sheet Report	ID #: GLBS
Run By.: DEVON	FUND 60 - Gen. Fixed Asst	CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1273	BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	
1277	PENDERGRASS WAY IMPROVEMENTS	57,957.50	
1278	ART PARK IMPROVEMENTS CIP	64,489.72	
1279	PER CAPITA PARKS GRANT	36,710.34	
1281	Prop 1 IRWM - Catalina St.CIP	36,006.50	
1282	PROP 1 SW CONTRA COSTA CIP	21,678.75	
1283	CITY HALL IMPROVEMENTS CIP	58,290.10	
1287	CDBG Calabrese Park CIP	123,969.25	
1290	Land	1,837,193.95	
1291	Land/Facility Improvements	441,562.65	
1292	VEHICLE FIXED ASSET	618,198.05	
1293	Furniture and Fixtures	114,513.83	
1295	Buildings	8,538,775.38	
1297	FIXED ASSETS EQUIPMENT	2,599,595.69	
1299	INFRASTRUCTURE- streets	5,155,456.95	
1300	ACCUMULATED DEPRECIATION	-9,421,756.50	
Total of Assets ---->		10,336,199.07	10,336,199.07

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	-440,987.25	
3600	Investment in Fixed Assets	10,009,355.91	
3601	CAPITAL LEASE	337,830.41	
3602	Donated Assets	430,000.00	
CURRENT EARNINGS		0.00	
Total of FUND Balances ---->		10,336,199.07	10,336,199.07

REPORT.: 10/31/22
RUN...: 10/31/22
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 70 - General LTD Act

PAGE: 017
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1280	AMOUNT PROVIDED FOR LTD	3,955,335.22	
1400	Deferred Outflow- Pers contrib	845,074.74	
1405	Deferred Outflow- Actuarial	556,200.74	
1500	DEFER OUTFLOWS/OPEB CONTRIBUTES	117,116.00	
Total of Assets ---->		5,473,726.70	5,473,726.70

Liabilities

2020	Compensated Absences	627,724.49	
2025	NET OBEP LIABILITY/ASSET	-2,140,583.00	
2070	capital lease-police radios	32,768.33	
2200	Net Pers Liability	2,352,325.46	
2500	DEFERRED INFLOWS-ACTUARIAL	1,961,934.79	
2505	DEFER INFLOWS/OPEB ACTUARIALS	1,252,642.00	
Total of Liabilities ---->		4,086,812.07	

FUND Balances

3400	Unappropriated Fund Balance	1,386,914.63	
CURRENT EARNINGS		0.00	
Total of FUND Balances ---->		1,386,914.63	5,473,726.70

REPORT.: 10/31/22	City of Sand City	PAGE: 018
RUN...: 10/31/22	Balance Sheet Report	ID #: GLBS
Run By.: DEVON	FUND 99 - Cash Clearing	CTL.: SAN

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1001	Checking Account	1,649,619.53	
1099	Cash Balance	-1,649,619.53	

Total of Assets ---->		0.00	0.00
			=====

Liabilities

FUND Balances

CURRENT EARNINGS		0.00	

Total of FUND Balances ---->		0.00	0.00
			=====

REPORT.: Oct 31 22 Monday
RUN...: 10/31/22 Time: 14:27
Run By.: Devon Lazzarino

City of Sand City
Month End Cash Register Activity Report
For Period: 10-22

PAGE: 001
ID #: CH-AC
CTL.: SAN

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	10-22	10/04/22	27774	C	Mis	TOT01	TOT TAX AUGUST 2022 TOT - SHASTA A&B RETURNED CHECK Receipt Date: 10/04/22 VACASA Issued...: T0 (DEVON) Oct 04 2022 10:03 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	-1701.13
							Day 10/04/22 Total ---->		-1701.13
	10/05/22	27750	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #9799 Receipt Date: 10/05/22 Paid by: ADRIANA CERECERES Issued...: T0 (DEVON) Oct 05 2022 10:48 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
		27751	C	Mis	PLA01		PLAN CHECK FEE 4165 PERMITS/FEES - 783 REDWOOD/PERMIT #1495 Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4165 06	1191.94
			Mis	BUI01			BUILDING PERMIT 4115 PERMITS/FEES - 783 REDWOOD/PERMIT #1495 Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4115 06	1833.75
			Mis	STR01			STRONG MOTION 2010 PERMITS/FEES - 783 REDWOOD/PERMIT #1495 Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 2010	70.00
			Mis	CBSC			CBSC FEE - SB1473 PERMITS/FEES - 783 REDWOOD/PERMIT #1495 Receipt Date: 10/05/22 Paid by: COASTAL FABRICATION Issued...: T0 (DEVON) Oct 05 2022 10:48 am Devon Lazzarino	Db: 99 1001 Cr: 10 2012	10.00
		27752	C	Mis	REN01		RENTAL INCOME OCTOBER 2022 CELL TOWER RENT Receipt Date: 10/05/22 Paid by: CROWN CASTLE Issued...: T0 (DEVON) Oct 05 2022 10:49 am Devon Lazzarino	Db: 99 1001 Cr: 10 4740 00	1425.78
		27753	C	Mis	STRAP		SHORT TERM RENTAL APPLICATION FEE SHORT TERM RENTAL APPLICATION FEES Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4116 05	358.00
			Mis	STRIN			SHORT TERM RENTAL INSPECTION FEE SHORT TERM RENTAL APPLICATION FEES Receipt Date: 10/05/22 Paid by: BELLECI MEDIA PRODUCTIONS Issued...: T0 (DEVON) Oct 05 2022 10:49 am Devon Lazzarino	Db: 99 1001 Cr: 10 4164 06	280.00
		27754	C	Mis	BL01		BUSINESS LICENSE FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4055 00	579.55
			Mis	CAS90			BUSINESS LICENSE CASP FEE 90% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4033 00	3.60
			Mis	CAS10			BUSINESS LICENSE CASP FEE 10% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22 Paid by: OAS DESIGN Issued...: T0 (DEVON) Oct 05 2022 10:50 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		27755	C	Mis	BL01		BUSINESS LICENSE FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4055 00	300.27
			Mis	CAS90			BUSINESS LICENSE CASP FEE 90% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4033 00	3.60
			Mis	CAS10			BUSINESS LICENSE CASP FEE 10% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22 Paid by: CARMEL GLASS Issued...: T0 (DEVON) Oct 05 2022 10:50 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		27756	C	Mis	BL01		BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4055 00	733.00
			Mis	CAS90			BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4033 00	3.60
			Mis	CAS10			BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/05/22 Paid by: PENINSULA WOODWORKS Issued...: T0 (DEVON) Oct 05 2022 10:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		27757	C	Mis	BL01		BUSINESS LICENSE FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4055 00	150.00
			Mis	CAS90			BUSINESS LICENSE CASP FEE 90% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4033 00	3.60
			Mis	CAS10			BUSINESS LICENSE CASP FEE 10% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22 Paid by: MONTEREY PENINSULA PROPERTIES Issued...: T0 (DEVON) Oct 05 2022 10:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		27758	C	Mis	BL01		BUSINESS LICENSE FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4055 00	150.00
			Mis	CAS90			BUSINESS LICENSE CASP FEE 90% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22	Db: 99 1001 Cr: 10 4033 00	3.60
			Mis	CAS10			BUSINESS LICENSE CASP FEE 10% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/05/22 Paid by: PM LANDSCAPING Issued...: T0 (DEVON) Oct 05 2022 10:52 am Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
		27759	C	Mis	BUI01		BUILDING PERMIT 4115 PERMITS/FEES - 756 TIOGA/PERMIT #1506	Db: 99 1001	104.06

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Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	10-22	10/05/22	27759	C					
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEES - 756 TIOGA/PERMIT #1506 Receipt Date: 10/05/22	Db: 99 1001	.84
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEES - 756 TIOGA/PERMIT #1506 Receipt Date: 10/05/22	Cr: 10 2010 Db: 99 1001	1.00
							Paid by: RK WILSON PUMBING Issued...: T0 (DEVON) Oct 05 2022 10:52 am Devon Lazzarino		
			27760	C	Mis	STRAP	SHORT TERM RENTAL APPLICATION FEE SHORT TERM RENTAL APPLICATION FEES Receipt Date: 10/05/22	Db: 99 1001	1074.00
				Mis	STRIN		SHORT TERM RENTAL INSPECTION FEE SHORT TERM RENTAL APPLICATION FEES Receipt Date: 10/05/22	Cr: 10 4116 05 Db: 99 1001	840.00
							Paid by: ANDREW BELLECI Issued...: T0 (DEVON) Oct 05 2022 10:53 am Devon Lazzarino	Cr: 10 4164 06	
			27761	C	Mis	COPS	COPS GRANT JULY 2022 COPS GRANT Receipt Date: 10/05/22	Db: 99 1001	8333.37
							Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Oct 05 2022 10:53 am Devon Lazzarino	Cr: 10 4069 08	
			27762	C	Mis	COPS	COPS GRANT AUGUST 2022 COPS GRANT Receipt Date: 10/05/22	Db: 99 1001	8333.33
							Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Oct 05 2022 10:53 am Devon Lazzarino	Cr: 10 4069 08	
			27763	C	Mis	COPS	COPS GRANT FY 21-22 COPS GRANT GROWTH ALLOCATION Receipt Date: 10/05/22	Db: 99 1001	65271.25
							Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Oct 05 2022 10:54 am Devon Lazzarino	Cr: 10 4069 08	
							Day 10/05/22 Total ----->		91100.14
	10/13/22		27764	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #9819 Receipt Date: 10/13/22	Db: 99 1001	100.00
							Paid by: ESPERANZA LARA Issued...: T0 (DEVON) Oct 13 2022 07:53 am Devon Lazzarino	Cr: 10 4221 08	
			27765	C	Mis	02103	GAS TAX 2103 SEPTEMBER 2022 HIGHWAY USERS TAX Receipt Date: 10/13/22	Db: 99 1001	292.45
				Mis	02105		GAS TAX - 2105 31 SEPTEMBER 2022 HIGHWAY USERS TAX Receipt Date: 10/13/22	Cr: 31 4305 11 Db: 99 1001	178.17
				Mis	02106		GAS TAX - 2106 32 SEPTEMBER 2022 HIGHWAY USERS TAX Receipt Date: 10/13/22	Cr: 31 4305 11 Db: 99 1001	476.28
				Mis	02107		GAS TAX - 2107 33 SEPTEMBER 2022 HIGHWAY USERS TAX Receipt Date: 10/13/22	Cr: 31 4305 11 Db: 99 1001	244.66
							Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Oct 13 2022 07:54 am Devon Lazzarino		
			27766	C	Mis	TOT01	TOT TAX TOT BACK TAX - 1865 OCEAN VIEW Receipt Date: 10/13/22	Db: 99 1001	417.00
							Paid by: STEVE WINTERS Issued...: T0 (DEVON) Oct 13 2022 07:54 am Devon Lazzarino	Cr: 10 4034 00	
			27767	C	Mis	STRAP	SHORT TERM RENTAL APPLICATION FEE SHORT TERM RENTAL APPLICATION FEES/1875 OCEAVIEW Receipt Date: 10/13/22	Db: 99 1001	358.00
				Mis	STRIN		SHORT TERM RENTAL INSPECTION FEE SHORT TERM RENTAL APPLICATION FEES/1875 OCEAVIEW Receipt Date: 10/13/22	Cr: 10 4116 05 Db: 99 1001	280.00
							Paid by: LUKE KILPATRICK Issued...: T0 (DEVON) Oct 13 2022 08:03 am Devon Lazzarino	Cr: 10 4164 06	
			27768	C	Mis	ASSET	ASSET FORFEITURE POLICE ASSET FORFEITURE - GONZALEZ Receipt Date: 10/13/22	Db: 99 1001	1392.95
							Paid by: MONTEREY COUNTY DISTRICT ATTORNEY Issued...: T0 (DEVON) Oct 13 2022 08:04 am Devon Lazzarino	Cr: 10 4524 08	
			27769	C	Mis	REN01	RENTAL INCOME Receipt Date: 10/13/22	Db: 99 1001	273.80
							Paid by: OCTOBER 2022 CELL PHONE TOWER RENT BALANCE Issued...: T0 (DEVON) Oct 13 2022 08:05 am Devon Lazzarino	Cr: 10 4740 00	
			27770	C	Mis	UUT	UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/13/22	Db: 99 1001	.88
							Paid by: VISTA ENERGY Issued...: T0 (DEVON) Oct 13 2022 08:05 am Devon Lazzarino	Cr: 10 4025 00	
			27771	C	Mis	BL01	BUSINESS LICENSE FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/13/22	Db: 99 1001	150.00
				Mis	BL02		BUSINESS LIC LATE CH FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/13/22	Cr: 10 4055 00 Db: 99 1001	37.50
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/13/22	Cr: 10 4060 00 Db: 99 1001	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 22-23 BUSINESS LICENSE RENEWAL Receipt Date: 10/13/22	Cr: 10 4033 00 Db: 99 1001	.40
							Paid by: TECHNO INTERIORS Issued...: T0 (DEVON) Oct 13 2022 08:05 am Devon Lazzarino	Cr: 10 2115	
			27772	C	Mis	ENG01	ENGINEERING FEES REIMBURSE JULY/AUG 2022 ENGINEER FEES - 610 SCOTT Receipt Date: 10/13/22	Db: 99 1001	153.75
								Cr: 10 4160 11	

Paid by: MARTIN MORALES
Issued..: T0 (DEVON) Oct 13 2022 08:06 am Devon Lazzarino

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000	10-22	10/13/22				Day 10/13/22 Total ---->	4359.44
	10/14/22	27773	C Mis	LAI02	LAIF - INTEREST 3RD QUARTER 2022 INTEREST Receipt Date: 10/14/22 Paid by: LAIF Issued...: T0 (DEVON) Oct 14 2022 11:27 am Devon Lazzarino	Db: 10 1008 Cr: 10 4420 00	36281.52
						Day 10/14/22 Total ---->	36281.52
	10/19/22	27775	C Mis	TRA01	COUNTY/TRAFFIC AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Db: 99 1001	26.41
			Mis	RL01	COUNTY/ RED LIGHT AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Cr: 35 4205 11 Db: 99 1001	14.50
			Mis	CRI01	CRIMINAL PC1463/CITY FINES AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Cr: 35 4205 11 Db: 99 1001	85.86
			Mis	POC01	COUNTY/PROOF OF CORR AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Cr: 10 4210 08 Db: 99 1001	3.30
			Mis	P172	1/2 TAX POLICE/PROP 172 AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Cr: 35 4205 11 Db: 99 1001	35.78
			Mis	REV	COUNTY/REV & RECOVERY AUGUST 2022 TRAFFIC Receipt Date: 10/19/22	Cr: 10 4330 08 Db: 99 1001	295.20
						Cr: 10 4210 08	
		27776	C Mis	SOU02	Issued...: T0 (DEVON) Oct 19 2022 02:51 pm Devon Lazzarino SOUTH OF TIOGA PLAN CHECK FEES REIMBURSE S OF TIOGA 8/22 FEES Receipt Date: 10/19/22	Db: 99 1001	445.05
			Mis	SOU01	SOUTH OF TIOGA REIMBURSEMENTS REIMBURSE S OF TIOGA 8/22 FEES Receipt Date: 10/19/22	Cr: 10 4531 00 Db: 99 1001	11973.75
						Cr: 10 4530 00	
		27777	C Mis	PLA01	Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) Oct 19 2022 02:52 pm Devon Lazzarino PLAN CHECK FEE 4165 PERMITS/FEES - 412 SHASTA/PERMIT #1504 Receipt Date: 10/19/22	Db: 99 1001	100.00
			Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES - 412 SHASTA/PERMIT #1504 Receipt Date: 10/19/22	Cr: 10 4165 06 Db: 99 1001	104.06
			Mis	STR01	STRONG MOTION 2010 PERMITS/FEES - 412 SHASTA/PERMIT #1504 Receipt Date: 10/19/22	Cr: 10 4115 06 Db: 99 1001	.84
			Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES - 412 SHASTA/PERMIT #1504 Receipt Date: 10/19/22	Cr: 10 2010 Db: 99 1001	1.00
						Cr: 10 2012	
		27778	C Mis	REIMB	Paid by: GILES HEALEY CONSTRUCTION Issued...: T0 (DEVON) Oct 19 2022 02:53 pm Devon Lazzarino REIMBURSEMENTS RETURNED CHECK BANK FEE REIMBURSEMENT Receipt Date: 10/19/22	Db: 99 1001	15.00
						Cr: 10 4732 00	
		27779	C Mis	TOT01	Paid by: VACASA Issued...: T0 (DEVON) Oct 19 2022 02:53 pm Devon Lazzarino TOT TAX AUGUST 2022 TOT - 370 SHASTA A&B REPLACEMENT CK Receipt Date: 10/19/22	Db: 99 1001	1701.13
						Cr: 10 4034 00	
		27780	C Mis	UUT	Paid by: VACASA Issued...: T0 (DEVON) Oct 19 2022 02:53 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/19/22	Db: 99 1001	6.94
						Cr: 10 4025 00	
		27781	C Mis	UUT	Paid by: GPT Issued...: T0 (DEVON) Oct 19 2022 02:54 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/19/22	Db: 99 1001	139.30
						Cr: 10 4025 00	
		27782	C Mis	UUT	Paid by: TIGER NATURAL GAS Issued...: T0 (DEVON) Oct 19 2022 02:54 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/19/22	Db: 99 1001	212.92
						Cr: 10 4025 00	
		27783	C Mis	UUT	Paid by: CALPINE ENERGY Issued...: T0 (DEVON) Oct 19 2022 02:54 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - ELECTRIC Receipt Date: 10/19/22	Db: 99 1001	107.36
						Cr: 10 4025 00	
		27784	C Mis	TOT01	Paid by: CALPINE ENERGY Issued...: T0 (DEVON) Oct 19 2022 02:54 pm Devon Lazzarino TOT TAX TOT - 448 ORANGE - NEW STR BACK TAXES Receipt Date: 10/19/22	Db: 99 1001	5538.08
						Cr: 10 4034 00	
		27785	C Mis	REIMB	Paid by: ALBERT SANCHEZ Issued...: T0 (DEVON) Oct 19 2022 02:55 pm Devon Lazzarino REIMBURSEMENTS REIMBURSEMENT - TONER Receipt Date: 10/19/22	Db: 99 1001	283.72
						Cr: 10 4732 00	
						Issued...: T0 (DEVON) Oct 19 2022 02:55 pm Devon Lazzarino	
						Day 10/19/22 Total ---->	21090.20
	10/26/22	27786	C Mis	VEHR	VEHICLE RELEASE VEHICLE RELEASE #SG22-343 Receipt Date: 10/26/22 Paid by: JASMINE RUGERIO	Db: 99 1001	95.00
						Cr: 10 4211 08	

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000	10-22	10/26/22	27787	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #9831 Receipt Date: 10/26/22 Paid by: SARAH RIOS Issued...: T0 (DEVON) Oct 26 2022 02:54 pm Devon Lazzarino	Db: 99	1001		40.00
									Cr: 10	4221	08	
			27788	C	Mis	BL01		BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/26/22	Db: 99	1001		155.00
				Mis	CAS90			BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/26/22	Cr: 10	4055	00	
									Db: 99	1001		3.60
				Mis	CAS10			BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/26/22	Cr: 10	4033	00	
									Db: 99	1001		.40
									Cr: 10	2115		
			27789	C	Mis	REF01		Paid by: OCEAN VIEW ON THE DUNES Issued...: T0 (DEVON) Oct 26 2022 02:54 pm Devon Lazzarino FRNCHISE TX RF. 4040 3RD QUARTER 2022 FRANCHISE FEES Receipt Date: 10/26/22	Db: 99	1001		14586.16
									Cr: 10	4040	00	
			27790	C	Mis	TOT01		Paid by: GREENWASTE Issued...: T0 (DEVON) Oct 26 2022 02:54 pm Devon Lazzarino TOT TAX SEPTEMBER 2022 TOT - 370 SHASTA A&B Receipt Date: 10/26/22	Db: 99	1001		1757.64
									Cr: 10	4034	00	
									Paid by: VACASA Issued...: T0 (DEVON) Oct 26 2022 02:55 pm Devon Lazzarino			
			27791	C	Mis	BL01		BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/26/22	Db: 99	1001		150.00
				Mis	CAS90			BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/26/22	Cr: 10	4055	00	
									Db: 99	1001		3.60
				Mis	CAS10			BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/26/22	Cr: 10	4033	00	
									Db: 99	1001		.40
									Cr: 10	2115		
			27792	C	Mis	WEL01		Paid by: ALBERT SANCHEZ Issued...: T0 (DEVON) Oct 26 2022 02:55 pm Devon Lazzarino NEW WELLS REIMBURSEMENT FROM CAL AM REIMBURSE 7/22 & 8/22 WELLS ENGINEER FEES Receipt Date: 10/26/22	Db: 99	1001		1383.75
									Cr: 10	4533	00	
			27793	C	Mis	UUT		Paid by: AMERICAN WATER Issued...: T0 (DEVON) Oct 26 2022 02:55 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/26/22	Db: 99	1001		.40
									Cr: 10	4025	00	
			27794	C	Mis	SBI38		Paid by: XOOM ENERGY Issued...: T0 (DEVON) Oct 26 2022 02:56 pm Devon Lazzarino GREENWASTE AB939/SBI383 FEES AB939/SBI383 3RD QUARTER 2022 FEES Receipt Date: 10/26/22	Db: 99	1001		12584.43
									Cr: 10	4041	00	
			27795	C	Mis	UUT		Paid by: GREENWASTE Issued...: T0 (DEVON) Oct 26 2022 02:58 pm Devon Lazzarino UTILITY USERS TAX SEPTEMBER 2022 UUT - GAS Receipt Date: 10/26/22	Db: 99	1001		1.23
									Cr: 10	4025	00	
									Paid by: SPARK ENERGY Issued...: T0 (DEVON) Oct 26 2022 02:57 pm Devon Lazzarino			
									Day 10/26/22	Total	---->	30761.61
	10/31/22		27796	E	Mis	BL01		BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/31/22	Db: 99	1001		25.00
				Mis	CAS90			BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/31/22	Cr: 10	4055	00	
									Db: 99	1001		3.60
				Mis	CAS10			BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/31/22	Cr: 10	4033	00	
									Db: 99	1001		.40
									Cr: 10	2115		
			27797	E	Mis	SQU01		Paid by: CLIFTONLARSONALLEN LLC Issued...: T0 (DEVON) Oct 31 2022 08:23 am Devon Lazzarino SQUARE FEES PROCESSING FEE Receipt Date: 10/31/22	Db: 99	1001		-.04
									Cr: 10	2116		
			27798	E	Mis	PAR02		Paid by: SQUARE Issued...: T0 (DEVON) Oct 31 2022 08:24 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #9740 Receipt Date: 10/31/22	Db: 99	1001		40.00
									Cr: 10	4221	08	
			27799	E	Mis	PAR02		Paid by: PHILLIP LICHTENBERGER Issued...: T0 (DEVON) Oct 31 2022 08:25 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #9594 Receipt Date: 10/31/22	Db: 99	1001		60.00
									Cr: 10	4221	08	
			27800	E	Mis	PAR02		Paid by: TIMOTHY RYKEN Issued...: T0 (DEVON) Oct 31 2022 08:25 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #9789 Receipt Date: 10/31/22	Db: 99	1001		40.00
									Cr: 10	4221	08	
			27801	E	Mis	PAR02		Paid by: VENESSA GONZALEZ Issued...: T0 (DEVON) Oct 31 2022 08:26 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #9810 Receipt Date: 10/31/22	Db: 99	1001		60.00
									Cr: 10	4221	08	
			27802	E	Mis	SQU01		Paid by: BERNABE HERNANDEZ Issued...: T0 (DEVON) Oct 31 2022 08:26 am Devon Lazzarino SQUARE FEES PROCESSING FEE	Db: 99	1001		-.22

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Paid by: SQUARE
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000	10-22	10/31/22	27803	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #9816 Receipt Date: 10/31/22 Paid by: ROLANDO OROZCO Issued...: T0 (DEVON) Oct 31 2022 10:37 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			27804	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #9820 Receipt Date: 10/31/22 Paid by: ENTERPRISE HOLDINGS Issued...: T0 (DEVON) Oct 31 2022 10:37 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			27805	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #SA2200310 Receipt Date: 10/31/22 Paid by: METRO REPORTING Issued...: T0 (DEVON) Oct 31 2022 10:38 am Devon Lazzarino	Db: 99 1001 Cr: 10 4560 08	10.00
			27806	C	Mis	TUP01	TEMPORARY USE PERMIT TEMPORARY USE PERMIT - XMAS TREES Receipt Date: 10/31/22 Paid by: SAVE MART Issued...: T0 (DEVON) Oct 31 2022 10:38 am Devon Lazzarino	Db: 99 1001 Cr: 10 4126 05	100.00
			27807	C	Mis	STRAP	SHORT TERM RENTAL APPLICATION FEE SHORT TERM RENTAL APPLICATION FEES/506 BAY Receipt Date: 10/31/22 SHORT TERM RENTAL INSPECTION FEE SHORT TERM RENTAL APPLICATION FEES/506 BAY Receipt Date: 10/31/22 Paid by: HEATHER KASPAR Issued...: T0 (DEVON) Oct 31 2022 10:39 am Devon Lazzarino	Db: 99 1001 Cr: 10 4116 05 Db: 99 1001 Cr: 10 4164 06	358.00 280.00
			27808	C	Mis	TOT01	TOT TAX 436 ORANGE #A,B,C - TOT BACK TAXES Receipt Date: 10/31/22 Paid by: ANDREW BELLECI Issued...: T0 (DEVON) Oct 31 2022 10:39 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	9593.00
			27809	C	Mis	TOT01	TOT TAX 679-D REDWOOD - TOT BACK TAXES Receipt Date: 10/31/22 Paid by: BELLECI MEDIA Issued...: T0 (DEVON) Oct 31 2022 10:40 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	5052.00
			27810	C	Mis	TOT01	TOT TAX 1879 OCEAN VIEW - TOT BACK TAXES Receipt Date: 10/31/22 Paid by: WILLIAM TOLLES Issued...: T0 (DEVON) Oct 31 2022 10:40 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	5543.55
			27811	C	Mis	TOT01	TOT TAX 8 PENDERGRASS WAY - TOT BACK TAXES Receipt Date: 10/31/22 Paid by: BRIAN LACKEY Issued...: T0 (DEVON) Oct 31 2022 10:40 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	3325.13
			27812	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/31/22 Paid by: ANDREW BELLECI Issued...: T0 (DEVON) Oct 31 2022 10:41 am Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00 Db: 99 1001 Cr: 10 4033 00 Db: 99 1001 Cr: 10 2115	205.00 3.60 .40
			27813	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/31/22 Paid by: BELLECI MEDIA Issued...: T0 (DEVON) Oct 31 2022 10:41 am Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00 Db: 99 1001 Cr: 10 4033 00 Db: 99 1001 Cr: 10 2115	150.00 3.60 .40
			27814	C	Mis	STAX	SALES TAX RECEIVED AUGUST 2022 IN LIEU SALES TAX Receipt Date: 10/31/22 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Oct 31 2022 10:41 am Devon Lazzarino	Db: 99 1001 Cr: 10 4030 00	220915.26
			27815	C	Mis	TUT01	TRANSACTION/USE TAX AUGUST 2022 T/U TAX Receipt Date: 10/31/22 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Oct 31 2022 10:42 am Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	224416.50
			27816	C	Mis	RMRA	ROAD MAINTENANCE & REHAB SEPTEMBER 2022 RMRA Receipt Date: 10/31/22 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Oct 31 2022 10:42 am Devon Lazzarino	Db: 99 1001 Cr: 37 4306 11	697.69
			27817	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 10/31/22 BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 10/31/22 Paid by: BRIAN LACKEY Issued...: T0 (DEVON) Oct 31 2022 10:42 am Devon Lazzarino	Db: 99 1001 Cr: 10 4055 00 Db: 99 1001 Cr: 10 4033 00 Db: 99 1001 Cr: 10 2115	150.00 3.60 .40

REPORT.: Oct 31 22 Monday
 RUN...: 10/31/22 Time: 14:27
 Run By.: Devon Lazzarino

City of Sand City
 Month End Cash Register Activity Report
 For Period: 10-22

PAGE: 006
 ID #: CH-AC
 CTL.: SAN

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	10-22	10/31/22	27818	C	Mis	TOT01	TOT TAX SEPTEMBER 2022 TOT - 1875 OCEAN VIEW Receipt Date: 10/31/22 Paid by: VACASA Issued...: T0 (DEVON) Oct 31 2022 10:43 am Devon Lazzarino	Db: 99 1001 Cr: 10 4034 00	728.28
			27819	C	Mis	UUT	UTILITY USERS TAX SEPTEMBER 2022 UUT Receipt Date: 10/31/22 Paid by: PG&E Issued...: T0 (DEVON) Oct 31 2022 10:43 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	12039.66
			27820	C	Mis	INT01	INTEREST IN CHECKING OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Oct 31 2022 08:20 am Devon Lazzarino	Db: 99 1001 Cr: 10 4410 00	12.34
			27821	C	Mis	CDINT	CD INTEREST OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Oct 31 2022 08:23 am Devon Lazzarino	Db: 10 1020 Cr: 10 4410 00	4.34
			27822	C	Mis	OPEB	OPEB INTEREST OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Oct 31 2022 08:30 am Devon Lazzarino	Db: 10 1004 Cr: 10 4411 00	3.52
			27823	C	Mis	HOU03	CITY HOUSING #3 INTEREST OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Oct 31 2022 08:32 am Devon Lazzarino	Db: 10 1006 Cr: 10 4413 00	1288.72
Day 10/31/22 Total ---->									485193.73
Period 10-22 Total ---->									667085.51
Register 000 Total ---->									667085.51
Total of All Registers ---->									667085.51

REPORT.: Oct 31 22	Monday	City of Sand City	PAGE: 007
RUN...: 10/31/22	TiMonth	End Cash Register Activity Report	ID #: CH-AC
Run By.: Devon Lazzarino		Summary	CTL.: SAN
		Register Activity Report	
		For Period: 10-22	

Reg	Period	Date	[A] - Cash	[B] - Non-Cash	[C] - E.F.T.	[A] + [B] + [C]
000	10-22	10/04/22	-1,701.13	0.00	0.00	-1,701.13
000	10-22	10/05/22	91,100.14	0.00	0.00	91,100.14
000	10-22	10/13/22	4,359.44	0.00	0.00	4,359.44
000	10-22	10/14/22	36,281.52	0.00	0.00	36,281.52
000	10-22	10/19/22	21,090.20	0.00	0.00	21,090.20
000	10-22	10/26/22	30,761.61	0.00	0.00	30,761.61
000	10-22	10/31/22	484,964.99	0.00	228.74	485,193.73
10-22 Total -->			666,856.77	0.00	228.74	667,085.51

000	Total	----->	666,856.77	0.00	228.74	667,085.51

Report Total ----->			666,856.77	0.00	228.74	667,085.51
=====						

REPORT.: Oct 31 22 Monday
RUN....: Oct 31 22 Time: 14:25
Run By.: Devon Lazzarino

City of Sand City
Month End Cash Disbursements Report
Report for 10-22 BANK ACCOUNT 1001

PAGE: 001
ID #: PY-CD
CTL.: SAN

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
10-22	001675	10/31/22	POO01 (CHARLES POOLER)		6,990.28	.00	6,990.28	OCTOBER 2022 PAYROLL
	001676	10/31/22	GRA04 (VITO GRAZIANO)		11,182.80	.00	11,182.80	OCTOBER 2022 PAYROLL
	037560	10/19/22	SOG01 (SO-GNAR, INC.)		(12,500.00)	.00	(12,500.00)	Ck# 037560 Reversed
	037683	10/04/22	AVA01 (AVAYA, INC)		226.03	.00	226.03	Automatic Generated Check
	037684	10/04/22	CAL01 (CAL-AM WATER)		771.99	.00	771.99	Automatic Generated Check
	037685	10/04/22	CBS01 (CALIFORNIA BUILDING STANDARD		3.00	.00	3.00	Automatic Generated Check
	037686	10/04/22	CLE01 (CALIFORNIA LAW)		270.00	.00	270.00	Automatic Generated Check
	037687	10/04/22	COA07 (MONTEREY COUNTY WEEKLY)		1,614.00	.00	1,614.00	Automatic Generated Check
	037688	10/04/22	COR01 (CORBIN WILLITS SYSTEMS)		232.77	.00	232.77	Automatic Generated Check
	037689	10/04/22	COR05 (CORODATA RECORDS MANAGEMENT,		5,000.00	.00	5,000.00	Automatic Generated Check
	037690	10/04/22	CSD01 (CALIFORNIA STATE DISBURSEMEN		385.00	.00	385.00	Automatic Generated Check
	037691	10/04/22	DEP01 (DEPT. OF CONSERVATION)		12.60	.00	12.60	Automatic Generated Check
	037692	10/04/22	DSA01 (DIVISION OF THE STATE ARCHIT		145.20	.00	145.20	Automatic Generated Check
	037693	10/04/22	ENV03 (BAY AREA HYGIENE SERVICES)		67.00	.00	67.00	Automatic Generated Check
	037694	10/04/22	FLA01 (GOVERNANCE SCIENCES GROUP, I		3,900.00	.00	3,900.00	Automatic Generated Check
	037695	10/04/22	HAR06 (HARRIS & ASSOCIATES, INC.)		3,477.50	.00	3,477.50	Automatic Generated Check
	037696	10/04/22	HUM02 (HUMANA INSURANCE COMPANY)		3,535.44	.00	3,535.44	Automatic Generated Check
	037697	10/04/22	M&S01 (M&S BUILDING SUPPLY)		441.17	.00	441.17	Automatic Generated Check
	037698	10/04/22	MOB02 (MCGRATH RENTCORP)		445.38	.00	445.38	Automatic Generated Check
	037699	10/04/22	MON04 (MONTEREY TIRE SERVICE, INC)		26.73	.00	26.73	Automatic Generated Check
	037700	10/04/22	PBC01 (PITNEY BOWES)		486.21	.00	486.21	Automatic Generated Check
	037701	10/04/22	PET01 (PETTY CASH - CASHED BY CONNI		79.68	.00	79.68	Automatic Generated Check
	037702	10/04/22	PIW01 (PITNEY BOWES)		300.00	.00	300.00	Automatic Generated Check
	037703	10/04/22	PUB01 (PUBLIC STORAGE)		311.00	.00	311.00	Automatic Generated Check
	037704	10/04/22	RPM01 (DAVID W. JANSEN)		840.00	.00	840.00	Automatic Generated Check
	037705	10/04/22	SAN01 (SAND CITY POLICE OFFICERS)		1,195.00	.00	1,195.00	Automatic Generated Check
	037706	10/04/22	SUN02 (SUN LIFE FINANCIAL)		596.03	.00	596.03	Automatic Generated Check
	037707	10/04/22	WEE01 (MARY ANN WEEMS)		190.97	.00	190.97	Automatic Generated Check
	037708	10/11/22	VIS01 (MECHANICS VISA CARD)		1,022.78	.00	1,022.78	Automatic Generated Check
	037709	10/11/22	VIS01 (MECHANICS VISA CARD)		706.23	.00	706.23	Automatic Generated Check
	037710	10/11/22	VIS01 (MECHANICS VISA CARD)		365.36	.00	365.36	Automatic Generated Check
	037711	10/11/22	VIS01 (MECHANICS VISA CARD)		240.23	.00	240.23	Automatic Generated Check
	037712	10/11/22	AFL01 (AFLAC)		1,173.62	.00	1,173.62	Automatic Generated Check
	037713	10/11/22	AME10 (ARAMARK)		624.70	.00	624.70	Automatic Generated Check
	037714	10/11/22	BCM01 (BCM ONE, INC.)		337.83	.00	337.83	Automatic Generated Check
	037715	10/11/22	COM11 (COMCAST)		244.88	.00	244.88	Automatic Generated Check
	037716	10/11/22	ENV03 (BAY AREA HYGIENE SERVICES)		67.00	.00	67.00	Automatic Generated Check
	037717	10/11/22	HOM01 (HOME DEPOT CREDIT SERVICE)		1,288.27	.00	1,288.27	Automatic Generated Check
	037718	10/11/22	MAL01 (MALLORY SAFETY AND SUPPLY, L		717.34	.00	717.34	Automatic Generated Check
	037719	10/11/22	MEY01 (MEYERS NAVE, A PROFESSIONAL		13,995.50	.00	13,995.50	Automatic Generated Check
	037720	10/11/22	MON04 (MONTEREY TIRE SERVICE, INC)		26.73	.00	26.73	Automatic Generated Check
	037721	10/11/22	PET01 (PETTY CASH - CASHED BY CONNI		56.86	.00	56.86	Automatic Generated Check
	037722	10/11/22	PIT01 (PITNEY BOWES, INC)		74.28	.00	74.28	Automatic Generated Check
	037723	10/11/22	SAL02 (SALVATION ARMY)		300.00	.00	300.00	Automatic Generated Check
	037724	10/11/22	VIS01 (MECHANICS VISA CARD)		65.98	.00	65.98	Automatic Generated Check
	037725	10/18/22	4LE01 (4LEAF, INC.)		9,608.25	.00	9,608.25	Automatic Generated Check
	037726	10/18/22	A&R01 (A&R PLUMBING, INC)		120.00	.00	120.00	Automatic Generated Check
	037727	10/18/22	ATT01 (AT & T)		11.36	.00	11.36	Automatic Generated Check
	037728	10/18/22	ATT05 (AT&T MOBILITY)		566.52	.00	566.52	Automatic Generated Check
	037729	10/18/22	BFS01 (BFS LANDSCAPE ARCHITECTS)		2,259.17	.00	2,259.17	Automatic Generated Check
	037730	10/18/22	COM11 (COMCAST)		122.61	.00	122.61	Automatic Generated Check
	037731	10/18/22	COR04 (CORODATA SHREDDING, INC.)		59.00	.00	59.00	Automatic Generated Check
	037732	10/18/22	COS02 (COSTCO WHOLESALE)		180.00	.00	180.00	Automatic Generated Check
	037733	10/18/22	CSU03 (CSU MONTEREY BAY)		5,000.00	.00	5,000.00	Automatic Generated Check
	037734	10/18/22	CYP04 (CYPRESS COAST FORD)		381.35	.00	381.35	Automatic Generated Check
	037735	10/18/22	ESC01 (LAWRENCE ESCOBAR)		33.00	.00	33.00	Automatic Generated Check
	037736	10/18/22	GAT02 (HOPE SERVICES)		3,558.87	.00	3,558.87	Automatic Generated Check
	037737	10/18/22	GRA04 (VITO GRAZIANO)		21,184.93	.00	21,184.93	Automatic Generated Check
	037738	10/18/22	HAR06 (HARRIS & ASSOCIATES, INC.)		8,598.75	.00	8,598.75	Automatic Generated Check
	037739	10/18/22	KLI01 (MARY ANN CARBONE)		26.95	.00	26.95	Automatic Generated Check
	037740	10/18/22	LEG01 (LEGAL NOTIFICATION SERVICES,		538.56	.00	538.56	Automatic Generated Check
	037741	10/18/22	LIN01 (MATRIX TELECOM, LLC)		137.89	.00	137.89	Automatic Generated Check
	037742	10/18/22	MRW01 (MONTEREY ONE WATER)		256.30	.00	256.30	Automatic Generated Check
	037743	10/18/22	MRW02 (MRWMD)		1,074.50	.00	1,074.50	Automatic Generated Check
	037744	10/18/22	OFF03 (ODP BUSINESS SOLUTIONS)		672.82	.00	672.82	Automatic Generated Check
	037745	10/18/22	PET01 (PETTY CASH - CASHED BY CONNI		42.79	.00	42.79	Automatic Generated Check
	037746	10/18/22	PGE01 (PACIFIC GAS & ELECTRIC)		2,710.82	.00	2,710.82	Automatic Generated Check
	037747	10/18/22	QAU05 (QUALITY CODE PUBLISHING, LLC		1,140.45	.00	1,140.45	Automatic Generated Check
	037748	10/18/22	RPM01 (DAVID W. JANSEN)		1,281.00	.00	1,281.00	Automatic Generated Check
	037749	10/18/22	STA03 (STAR SANITATION, LLC)		614.89	.00	614.89	Automatic Generated Check
	037750	10/18/22	STU02 (STURDY OIL COMPANY)		1,621.09	.00	1,621.09	Automatic Generated Check
	037751	10/18/22	VER01 (VERIZON WIRELESS)		779.09	.00	779.09	Automatic Generated Check
	037752	10/25/22	4LE01 (4LEAF, INC.)		4,325.50	.00	4,325.50	Automatic Generated Check
	037753	10/25/22	ATT03 (A.T. & T.)		217.73	.00	217.73	Automatic Generated Check
	037754	10/25/22	CAL16 (CALPERS 457 PLAN)		15,000.00	.00	15,000.00	Automatic Generated Check
	037755	10/25/22	CAP01 (CAPITOL ENQUIRY)		24.70	.00	24.70	Automatic Generated Check
	037756	10/25/22	COM11 (COMCAST)		47.34	.00	47.34	Automatic Generated Check
	037757	10/25/22	EAR02 (EYVIND EARLE PUBLISHING)		50.09	.00	50.09	Automatic Generated Check
	037758	10/25/22	GRE01 (MITSUGU MORI)		76.00	.00	76.00	Automatic Generated Check
	037759	10/25/22	LCW01 (LIEBERT CASSIDY WHITMORE)		1,535.50	.00	1,535.50	Automatic Generated Check
	037760	10/25/22	MCT01 (MONTEREY COUNTY TREASURER -)		468.58	.00	468.58	Automatic Generated Check
	037761	10/25/22	MON04 (MONTEREY TIRE SERVICE, INC)		25.73	.00	25.73	Automatic Generated Check
	037762	10/25/22	NOR02 (VIBEKE NORGAARD)		68.32	.00	68.32	Automatic Generated Check
	037763	10/25/22	OAS01 (OAS DESIGN GROUP)		110.00	.00	110.00	Automatic Generated Check
	037764	10/25/22	PEN05 (PENINSULA TINT & WINDOW COVE		83.23	.00	83.23	Automatic Generated Check
	037765	10/25/22	PET01 (PETTY CASH - CASHED BY CONNI		49.64	.00	49.64	Automatic Generated Check
	037766	10/25/22	PGE01 (PACIFIC GAS & ELECTRIC)		787.33	.00	787.33	Automatic Generated Check
	037767	10/25/22	RPM01 (DAVID W. JANSEN)		504.00	.00	504.00	Automatic Generated Check
	037768	10/25/22	UNI03 (UNIVERSAL STAFFING IN)		956.25	.00	956.25	Automatic Generated Check
	037769	10/25/22	USB01 (U.S. BANK CORPORATE PAYMENT		5,323.24	.00	5,323.24	Automatic Generated Check
	37683A	10/07/22	PER02 (PERS - MEDICAL)		29,808.77	.00	29,808.77	OCTOBER 2022 PERS HEALTH
	37683B	10/07/22	ADP01 (ADP, INC)		290.55	.00	290.55	P/R PROCESSING CHARGES FO
	37683C	10/14/22	PER01 (PUBLIC EMPLOYEES RET. SYS)		51,565.97	.00	51,565.97	SEPTEMBER 2022 PERS RETIR
	37683D	10/31/22	ADP01 (ADP, INC)		53,485.52	.00	53,485.52	OCTOBER 2022 PAYROLL TAXE

REPORT.: Oct 31 22 Monday
 RUN....: Oct 31 22 Time: 14:25
 Run By.: Devon Lazzarino

City of Sand City
 Month End Cash Disbursements Report
 Report for 10-22 BANK ACCOUNT 1001

PAGE: 002
 ID #: PY-CD
 CTL.: SAN

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
10-22	430001	10/31/22	BLA01 (JERRY BLACKWELDER)		1,163.02	.00	1,163.02	OCTOBER 2022 PAYROLL
	430002	10/31/22	KLI01 (MARY ANN CARBONE)		1,389.68	.00	1,389.68	OCTOBER 2022 PAYROLL
	430003	10/31/22	CRU01 (KIM CRUZ)		160.45	.00	160.45	OCTOBER 2022 PAYROLL
	430004	10/31/22	HAW01 (GREGORY HAWTHORNE)		1,051.44	.00	1,051.44	OCTOBER 2022 PAYROLL
	430005	10/31/22	SOF02 (ELIZABETH A. SOFER)		913.58	.00	913.58	OCTOBER 2022 PAYROLL
	430006	10/31/22	HOR01 (CONNIE HORCA)		7,376.17	.00	7,376.17	OCTOBER 2022 PAYROLL
	430007	10/31/22	NOR02 (VIBEKE NORGAARD)		11,615.18	.00	11,615.18	OCTOBER 2022 PAYROLL
	430008	10/31/22	LAZ01 (DEVON LAZZARINO)		7,098.62	.00	7,098.62	OCTOBER 2022 PAYROLL
	430009	10/31/22	BLA03 (MATTHEW BLACKMON)		7,460.08	.00	7,460.08	OCTOBER 2022 PAYROLL
	430010	10/31/22	BRO07 (CHRISTOPHER BROWNING)		6,704.09	.00	6,704.09	OCTOBER 2022 PAYROLL
	430011	10/31/22	CHA03 (DANIEL A CHARLTON)		8,366.39	.00	8,366.39	OCTOBER 2022 PAYROLL
	430012	10/31/22	DUC02 (DAVID DUCOEUR)		6,903.28	.00	6,903.28	OCTOBER 2022 PAYROLL
	430013	10/31/22	ESC01 (LAWRENCE ESCOBAR)		7,077.13	.00	7,077.13	OCTOBER 2022 PAYROLL
	430014	10/31/22	FER03 (BRIAN FERRANTE)		7,955.00	.00	7,955.00	OCTOBER 2022 PAYROLL
	430015	10/31/22	MAR10 (DANNY MARTIN)		9,721.05	.00	9,721.05	OCTOBER 2022 PAYROLL
	430016	10/31/22	MOR07 (LAURA MORALES)		5,730.94	.00	5,730.94	OCTOBER 2022 PAYROLL
	430017	10/31/22	MOU01 (MICHAEL MOUNT)		9,051.12	.00	9,051.12	OCTOBER 2022 PAYROLL
	430018	10/31/22	SIL05 (JOSE SILONZOCHILT)		4,494.07	.00	4,494.07	OCTOBER 2022 PAYROLL
	430019	10/31/22	VEL03 (CHRISTOPHER VELOZ)		1,798.04	.00	1,798.04	OCTOBER 2022 PAYROLL
	430020	10/31/22	GAR01 (RICHARD GARZA)		1,542.25	.00	1,542.25	OCTOBER 2022 PAYROLL
	430021	10/31/22	MEN01 (FREDERICK MENEZES III)		4,975.10	.00	4,975.10	OCTOBER 2022 PAYROLL
	430022	10/31/22	PAR08 (MARK PARKER)		7,231.19	.00	7,231.19	OCTOBER 2022 PAYROLL
Total for Bank Account 1001 ----->					398,696.19	.00	398,696.19	
Grand Total of all Bank Accounts ----->					398,696.19	.00	398,696.19	

SUCCESSOR AGENCY

REPORT.: 10/31/22	SUCCESSOR AGENCY	PAGE: 001
RUN...: 10/31/22	Balance Sheet Report	ID #: GLBS
Run By.: DEVON	ALL FUND(S)	CTL.: SUC

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets			Acct ID
-----			-----
Fiduciary Fund Tax Increment Account	136,074.28	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD#69981148831	527,153.88	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD#53567157891	532,495.00	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	223,575.00	40	1070
Fiduciary Fund 2008B Debt Service Fund	3.39	40	1072
Fiduciary Fund Land	1,100,000.26	40	1291
Fiduciary Fund FURNITURE AND FIXTURES	40,218.25	40	1293
Fiduciary Fund SIGNS AND LANDSCAPING	182,630.99	40	1297
Fiduciary Fund ACCUMULATED DEPRECIATION	-222,849.24	40	1300

Total of Assets ---->	2,519,301.81		2,519,301.81
			=====

Liabilities			Acct ID
-----			-----
Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES B BONDS	210,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	2,705,000.00	40	2490

Total of Liabilities ---->	14,100,824.33		

FUND Balances			Acct ID
-----			-----
Fiduciary Fund Unappropriated Fund Balance	-11,881,499.91	40	3400
CURRENT EARNINGS	299,977.39		

Total of FUND Balances ---->	-11,581,522.52		2,519,301.81
			=====

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Fiduciary Fund RPTTF Non Department	0.00	553312.00
Fiduciary Fund 2008B-TAXABLE Non Department	0.92	3.74
Fiduciary Fund TAXEXEMPT INT. Non Department	26.13	106.26
Fiduciary Fund TAX INCR INTER Non Department	638.92	720.12
Gross Revenues	665.97	554142.12
Expenditures		
Fiduciary Fund OUTSIDE COUNSEL Attorney	13799.10	14349.10
Fiduciary Fund Seaside Settle Non Department	0.00	182261.00
Fiduciary Fund Bond Expenses Non Department	0.00	2300.00
Fiduciary Fund 2017A Interest Non Department	43462.50	43462.50
Fiduciary Fund TAXABLE BND INT Non Department	11792.13	11792.13
Total Expenditures	69053.73	254164.73
Net Deficit (MDT) *Net Surplus (YTD)	-68387.76	299977.39

REPORT.: 10/31/22
RUN...: 10/31/22
Run By.: DEVON

SUCCESSOR AGENCY
Balance Sheet Report
FUND 40 - Fiduciary Fund

PAGE: 003
ID #: GLBS
CTL.: SUC

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

Assets

1005	Tax Increment Account	136,074.28	
1025	2008 TAX EXEMPT CD#69981148831	527,153.88	
1026	2008 TAX EXEMPT CD#53567157891	532,495.00	
1070	2008B RESERVE ACCOUNT	223,575.00	
1072	2008B Debt Service Fund	3.39	
1291	Land	1,100,000.26	
1293	FURNITURE AND FIXTURES	40,218.25	
1297	SIGNS AND LANDSCAPING	182,630.99	
1300	ACCUMULATED DEPRECIATION	-222,849.24	
Total of Assets ---->		2,519,301.81	2,519,301.81

Liabilities

2045	REFUNDABLE FEES	1,455,000.00	
2330	GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	
2455	LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	
2460	ADVANCES COP REIMBURSEMENTS	1,454,766.42	
2485	SERIES B BONDS	210,000.00	
2490	Refunding Bonds, Series 2017	2,705,000.00	
Total of Liabilities ---->		14,100,824.33	

FUND Balances

3400	Unappropriated Fund Balance	-11,881,499.91	
CURRENT EARNINGS		299,977.39	
Total of FUND Balances ---->		-11,581,522.52	2,519,301.81

Ending Calendar Date.: October 31, 2022 Fiscal (04-23)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Fiduciary Fund RPTTF Non Department	0.00	553312.00
Fiduciary Fund 2008B-TAXABLE Non Department	0.92	3.74
Fiduciary Fund TAXEXEMPT INT. Non Department	26.13	106.26
Fiduciary Fund TAX INCR INTER Non Department	638.92	720.12
Gross Revenues	665.97	554142.12
Expenditures		
Fiduciary Fund OUTSIDE COUNSEL Attorney	13799.10	14349.10
Fiduciary Fund Seaside Settle Non Department	0.00	182261.00
Fiduciary Fund Bond Expenses Non Department	0.00	2300.00
Fiduciary Fund 2017A Interest Non Department	43462.50	43462.50
Fiduciary Fund TAXABLE BND INT Non Department	11792.13	11792.13
Total Expenditures	69053.73	254164.73
Net Deficit (MDT) *Net Surplus (YTD)	-68387.76	299977.39

REPORT : Oct 31 22 Monday
 RUN... : 10/31/22 Time: 14:16
 Run By : Devon Lazzarino

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 10-22

PAGE: 001
 ID #: CH-AC
 CTL.: SUC

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	10-22	10/31/22	00491	C	Mis	BND05	6 MONTH TAX EXEMPT BOND INTEREST OCTOBER 2022 INTEREST Receipt Date: 10/31/22 MECHANICS BANK Issued..: T0 (DEVON) Oct 31 2022 08:36 am Devon Lazzarino	Db: 40 1026 Cr: 40 4435 00	13.13
			00492	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued..: T0 (DEVON) Oct 31 2022 08:38 am Devon Lazzarino	Db: 40 1025 Cr: 40 4435 00	13.00
			00493	C	Mis	PRP01	PROPERTY TAX INCREMENT OCTOBER 2022 INTEREST Receipt Date: 10/31/22 Paid by: MECHANICS BANK Issued..: T0 (DEVON) Oct 31 2022 08:39 am Devon Lazzarino	Db: 40 1005 Cr: 40 4450 00	638.92
Day 10/31/22 Total ---->									665.05
Period 10-22 Total ---->									665.05
Register 000 Total ---->									665.05
Total of All Registers ---->									665.05

REPORT.: Oct 31 22 Monday SUCCESSOR AGENCY PAGE: 002
 RUN...: 10/31/22 TiMonth End Cash Register Activity Report ID #: CH-AC
 Run By.: Devon Lazzarino Summary CTL.: SUC

Register Activity Report
 For Period: 10-22

Reg Period	Date	[A] =	Cash [B] -	Non-Cash [C] -	E.F.T.	[A] + [B] + [C]
000 10-22	10/31/22	665.05		0.00	0.00	665.05
000 Total	----->	665.05		0.00	0.00	665.05
Report Total	----->	665.05		0.00	0.00	665.05

REPORT.: Oct 31 22 Monday
 RUN....: Oct 31 22 Time: 14:14
 Run By.: Devon Lazzarino

SUCCESSOR AGENCY
 Month End Cash Disbursements Report
 Report for 10-22 BANK ACCOUNT 1005

PAGE: 001
 ID #: PY-CD
 CTL.: SUC

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
10-22	002247	10/04/22	MEY01 (MEYERS NAVE A PROFESSIONAL C		13,799.10	.00	13,799.10	AUGUST 2022 OUTSIDE ATTOR
	002248	10/03/22	USB01 (US BANK)		388,462.36	.00	388,462.36	NOVEMBER 2022 SERIES 2017
	002249	10/03/22	USB01 (US BANK)		211,786.52	.00	211,786.52	NOVEMBER 2022 2008B BOND
Total for Bank Account 1005 ----->					614,047.98	.00	614,047.98	
Grand Total of all Bank Accounts ----->					614,047.98	.00	614,047.98	

**AGENDA ITEM
7C.**

**Approval of City RESOLUTION Authorizing
the Extension of Remote Teleconference
Meetings of the City Council and Boards,
Commission, and Committees for the
Period of December 21, 2022 through
January 20, 2023**

**CITY OF SAND CITY
RESOLUTION SC _____, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
AUTHORIZING THE EXTENSION OF REMOTE TELECONFERENCE MEETINGS OF
THE CITY COUNCIL AND BOARDS, COMMISSIONS, AND COMMITTEES
FOR THE PERIOD OF DECEMBER 21, 2022 THROUGH JANUARY 19, 2023
PURSUANT TO AB 361 AND RALPH M. BROWN ACT PROVISIONS**

WHEREAS, the City of Sand City (“the City”) is committed to preserving and nurturing public access and participation in meetings of the City Council and boards, commissions, and committees (collectively, “legislative bodies”); and

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by Government Code sections 54950-54963 (the “Ralph M. Brown Act”) so that any member of the public may attend public meetings, watch the City’s legislative bodies conduct their public business, and participate by directly addressing the legislative bodies; and

WHEREAS, pursuant to Governor Newsom’s signing of Assembly Bill 361 (“AB 361”) on September 16, 2021, Government Code section 54953(e) provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, AB 361 applies to meetings during a proclaimed state of emergency and when state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, a state of emergency exists in California as a result of the threat of COVID-19 as proclaimed by Governor Newsom on March 4, 2020, and the state of emergency has not been terminated pursuant to Government Code section 8629; and

WHEREAS, the California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that several variants of COVID-19 in the country, are more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, other variants of COVID-19 exist, and it is unknown at this time whether other variants may result in a new surge in COVID-19 cases; and

WHEREAS, the City Council has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of the City’s legislative bodies subject to the Brown Act; and

WHEREAS, the City Council does hereby confirm the circumstances of the state of emergency and finds that meeting in person for meetings of the legislative bodies of the City would present imminent risks to the health or safety of attendees, and therefore that the legislative bodies of the City may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, in order to ensure that the public has full access to observe and participate in the public meetings of its legislative bodies, the City provides free internet-based public meeting attendance options, allowing members of the public to address the City's legislative bodies directly in real time; and

WHEREAS, the City determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City as follows:

SECTION 1. The recitals set forth above are true and correct and are adopted by the City Council as findings in support of this Resolution.

SECTION 2. The City Manager, City Attorney, staff, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 19, 2023, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Sand City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of Sand City on this 20th, day of December, 2022, by the following vote:

AYES:	Council Members
NOES:	None
ABSENT:	None
ABSTAIN:	None

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

**AGENDA ITEM
7D.**

**Approval of Addition to 2022
Appointments List**



City of Sand City

STAFF REPORT

TO: Mayor and City Council

FROM: Connie Horca, City Clerk

SUBJECT: Addition to 2022 Appointments List

DATE: December 14, 2022

FOR: December 20, 2022 Council Meeting

Background:

On January 18, 2022, the City Council passed and adopted Resolution SC 22-01 Updating the Appointment to Various Local and State Agencies and Boards. It was determined that an alternate to the Budget/Personnel Committee be added to ensure that the City can continue to hold meetings that will require oversight and review by the Budget/Personnel Committee, such as discussion and review of the Audited Financial Statements for FY 21-22, and review of fiscal year budgets.

CEQA:

The approval of an appointments list does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

There is no financial impact for this decision.

Recommendation:

Staff recommends Council approval to update the current Appointments List to add Council Member Elizabeth "Libby" Sofer as an alternate to the Budget/Personnel Committee (attached as Exhibit A).

2022 SAND CITY APPOINTMENTS LIST

MoCo Integrated Waste Management	Charles Pooler	755-8909
Monterey Peninsula Chamber of Commerce	Board: Kim Cruz Alternate: Libby Sofer	648-5360
Monterey-Salinas Transit District (MST) 2nd Monday of each month @ 10:00 a.m.	Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	1-888-678-8271
Monterey Regional Stormwater Mgt. Program 4th Wednesday of every month @ 10: a.m.	Board: Leon Gomez	646-3799
Monterey Regional Waste Management District (MRWMD) 3rd Friday each month @ 9:30 a.m.	Board: Jerry Blackwelder; Mary Ann Carbone Tech Comm: City Manager; Charles Pooler	384-5313/755-8923
Monterey Peninsula Water Management District (MPWMD) 3rd Monday of each month @ 7:00 p.m.	Policy Advisory: Mary Ann Carbone Technical Advisory: City Manager	658-5600
Regional Taxi Authority Meets once a year	Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	1-888-678-8271
Monterey County Oversight Board (SA)	Representatives: City Manager; Devon Lazzarino	394-3054
Sanctuary Scenic Trail	Board: Jerry Blackwelder; Charles Pooler	755-0903
Seaside County Sanitation District 2nd Tuesday of each month @ 9:30 a.m.	Board: Jerry Blackwelder/Alt: Mayor Carbone	899-6200
Transportation Agency of Monterey County (TAMC) 4th Wednesday of each month @ 9:00 a.m. TAC: 1st Thursday of each month	BOARD: Greg Hawthorne/Alt: Jerry Blackwelder 2nd Alt: Kim Cruz BIKE: Libby Sofer RAIL: Kim Cruz TAC: Leon Gomez/City Manager	755-0903
WaterMaster Board (Seaside Groundwater Basin) 1st Wednesday of each month @ 1:30 p.m.	Board: Mayor Mary Ann Carbone; City Manager Legal Counsel: Vibeke Norgaard TAC: Mary Ann Carbone/ Leon Gomez; City Manager Budget: City Manager	641-0113

Sub-Committees

Budget & Personnel	Chair: Mary Ann Carbone; Kim Cruz Alternate: Libby Sofer; Staff: City Manager
Public Facilities	Mary Ann Carbone; Jerry Blackwelder
City Specials Events Advisory Committees	Mary Ann Carbone; Greg Hawthorne, Staff: Connie Horca

**AGENDA ITEM
7E.**

**Approval of City Donation/Contribution 1)
Jacob's Heart Children Cancer Support
Services - \$250**

Memo

To: Mayor and City Council
From: Vibeke Norgaard, City Manager 
Date: December 9, 2022 (for December 20, 2022 Council meeting)
Subject: Review of City Donation/Contribution

Attached is a request for support and contribution for fiscal year 2022-23. After reviewing this request, the following donation is recommended:

- Jacob's Heart- \$250

If any Council member wants to discuss this request or to propose a different contribution, then this item should be pulled from the consent calendar for discussion with the full Council.

Jacob's HeartTM

CHILDREN'S CANCER SUPPORT SERVICES

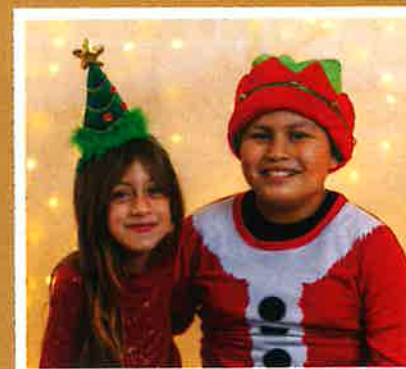
Thanks to your support, so far in 2022 we've provided the following to more than 1,600 family members and their children with cancer:

- 6,786 hours of direct support to families undergoing treatment
- 2,693 hours of bereavement support to families who've lost a precious child
- 250 home and hospital visits from bilingual, grief-trained Family Support Specialists
- 2,712 bags of groceries delivered to doorsteps and hospital rooms
- 903 rides to and from medical appointments at Stanford and UCSF



(831) 724-9100 www.jacobsheart.org
680 West Beach Street, Watsonville, CA 95076

HAPPY HOLIDAYS!



FROM OUR FAMILIES TO YOURS



"Jacob's Heart has given our family financial help and a lot of emotional support during really hard times. We appreciate the moral support from other Jacob's Heart parents. We learn about them and their different situations. It helps us keep going for our son."

Rosa G.

Dear Friends,

The love radiating from this card perfectly reflects the spirit of Jacob's Heart—Family. Our mission is to improve the quality of life for children with cancer and support their families in the challenges they face. Family is at the core of everything we do. Mom and Dad, Grandma and Grandpa, Uncles, Aunts, Cousins, and Siblings, they all belong at Jacob's Heart.

When a child is diagnosed with cancer, the effect ripples through everyone who loves that child. The fear and uncertainty of childhood cancer can be life-changing, and every single person deserves to be cared for. Each year, over 350 families come to Jacob's Heart for love, hope, belonging and support. Families like Zuzu and her parents, or Max and his mom and dad. YOU are the reason we can wrap every family up in love and build their resilience with hope and healing.

Because of you, we will get them through.

Thank you for your donation and support. It means the world to me, our staff and most importantly to the families we are honored to serve.

Heidi Boynton
Executive Director

**AGENDA ITEM
9A.**

**Consideration and Approval of City
RESOLUTION to Approve Coastal
Development Permit 22-02 for Karma
Circle U.S.A. Conducting Inventory Storage
and Wholesale Distribution at 325 Elder
Avenue, Unit 4**

CITY OF SAND CITY

STAFF REPORT

DECEMBER 2, 2022
(For City Council Review on December 20, 2022)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

**SUBJECT: Coastal Development Permit for Karma Circle USA Clothing
Wholesaler/Distributor**

BACKGROUND

An application for a coastal development permit was submitted by Dee Shrestha of Riela, Inc. DBA: Karma Circle USA (the "Applicant") for storage and wholesale distribution of clothing (the "Applicant's Use") within a 3,000 square foot unit of an existing commercial building at 325 Elder Avenue (portion of APN 011-242-007 & 008) in Sand City (the "Subject Property"). This unit was previously occupied by Kelcon General Building Contractor. When Kelcon occupied this unit between 2020 and 2021, there was a requirement to demolish and remove significant non-permitted construction within the unit. This was completed and inspected by the Building Official in 2021. The Applicant previously operated at Cannery Row; however, the Applicant must relocate as his Monterey location will be demolished for new development. The majority of the site is under the zoning designation of non-appealable Coastal Zone Planned Mixed Use (CZ-MU-P); which requires a coastal development permit for the Applicant's Use. The site's General Plan land use designation is Mixed-Use Development (MU-D). The intended use of an existing commercial building at the Subject Property qualifies for a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The Subject Property consists of two abutting parcels; parcel one (APN 011-242-007) fronting Catalina Street, Elder Avenue, and Ortiz Avenue is 18,750 square feet and facilitates the 18,000 square foot building, and parcel two (APN 011-242-008) is 18,750 square feet (approximate) abutting the hillside along the freeway corridor and fronts Ortiz and Elder Avenues, facilitating thirty-four (currently striped) on-site parking spaces on asphalt pavement. The 1-story commercial building is divided into four units: Area 1 of 5,786 square feet occupied by Camp Transformation, Area 2 of 3,025 square feet (vacant), Area 3 of 6,164 square feet occupied by Poe's Plumbing, and Area 4 of 3,000 square feet (Applicant's Unit). The Applicant's Use would be located within Area 4 fronting Ortiz Avenue with roll-up door access. Utilities (i.e., gas, electric, water, sewer, etc.) are available to serve the building and Applicant's Unit. As part of Camp Transformation's

tenant improvements, new curb and sidewalk were installed along the Elder Avenue frontage that is now ADA compliant. The Catalina Street frontage has curb, gutter, and street pavement, but the sidewalk pavement is substandard, sporadic, and impeded by non-native landscaping. The Catalina Street frontage is planned to be rebuilt with a grant-funded storm water control and street improvement project for the entire length of Catalina Street, expected to commence in a few years. The Ortiz Avenue frontage of the Subject Property consists of asphalt pavement for a walkway and a concrete gutter along the street.

DISCUSSION

Project Description:

The Applicant proposes to use the unit on the Subject Property for the storage and wholesale distribution of clothing items with an accessory office. There will be shelving and inventory. There will be no manufacturing, tailor activities, or on-site retail sales conducted on-site. The owner currently plans to be the only employee on-site between the approximate hours of 9:00 a.m. to 4:00 p.m. There is a company van that will be stored inside the unit during non-business hours. Shipments and deliveries are primarily through UPS or similar private shipping companies on an as-needed basis with no routine schedule.

Land Use: The Subject Property has a General Plan land use designation of “Mixed-Use Development” (MU-D) and a Zoning Map designation of “Coastal Planned Mixed Use”. The Zoning Code does not specifically list “storage” or “warehousing” as permitted or conditionally permitted uses; however, Section 18.26.040 of the City’s Zoning Ordinance does state that “any other use the City Council finds to be consistent with the goals and policies of the City’s General Plan and the purposes of this district” can be subject to City Council issuance of a coastal development permit. General warehouse uses are discouraged by the City’s General Plan (2002 ed); however, General Plan Goal 2.4 identifies the need to reduce land use conflicts created by insufficient parking. The Subject Property has unique parking issues because of the high parking demand of the Camp Transformation operation (see discussion under “Parking”). Allowing the Applicant’s Use in a building that has high parking demand tenant will abate parking demand issues of the Subject Property. Due to this site specific parking situation, staff supports low parking demand uses such as storage in the remaining units of this building.

Hours of Operation: The Applicant’s intended hours of operation will be 9:00 a.m. to 4:00 p.m. daily, which is compatible with a residential/commercial mixed-use neighborhood. Staff recommends the permit include extended hours of 8:00 a.m. to 5:00 p.m. on weekdays and 9:00 a.m. to 5:00 p.m. on weekends to allow the Applicant flexibility and be consistent with other commercial uses in the area as the Applicant’s Use should be an extremely low impact operation.

Parking: The Subject Property provides 34 on-site parking spaces; 18 of which are tandem parking and 2 of which are handicapped. The current parking layout (see Exhibit C.2) was a result of re-striping when Camp Transformation occupied Unit 1. There are

also twelve (12) on-street parking spaces around the building, three (3) along Ortiz, five (5) along Catalina Street, and four (4) spaces along Elder Avenue; however, spaces along Catalina Street may eventually be reduced or lost as part of the City's storm water and street capital improvement project planned for Catalina Street, but that possible future reduction cannot be considered in determining the compliance of this proposal with City parking standards. The total floor area of the building is 18,000 square feet, of which the Applicant will occupy 3,000 square feet. City Municipal Code section 18.64.060(S) requires a 1 space per 1,000 square foot parking ratio for warehouse uses, resulting in a parking requirement of three (3) off-street parking spaces for the Applicant's 3,000 square feet.

The Subject Property can accommodate this zoning requirement; however, it is important that the Applicant's Use not occupy the on-site parking area for overnight vehicle parking/storage to preserve as much on-site parking for Camp Transformation's 5:00 a.m. to 10:00 a.m. and 5:00 p.m. to 9:00 p.m. Monday through Friday, and 7:00 a.m. to 12:00 noon on weekend peak operational hours, which should be a condition of permit approval. Overlapping of parking demand may occur approximately between 7:00 a.m. to 10:00 a.m. and 5:00 p.m. to 6:00 p.m. hours, but staff anticipates minimal impact considering the Applicant's Use does not have customers/client visitations of the site and the Applicant is the only employee. The daytime parking of company vehicles on-site during weekday business hours for pick-up/drop-off activities as part of conducting the Applicant's business is acceptable as it roughly alternates with minimal overlapping of the parking demand between the Applicant's daytime activities and Camp Transformation's aforementioned primary hours. As this is a multi-tenant building, the Subject Property's Owner/ Manager is responsible for managing the on-site parking and addressing and resolving tenant disputes regarding on-site parking, provided City zoning and permit requirements are met to the satisfaction of the City, which should also be a condition of permit approval.

Loading/Unloading: The Applicant states that shipments and deliveries are primarily through UPS or similar private shipping companies on an as-needed basis with no routine schedule. Large semi-trucks are not used nor anticipated. The permit should require that any street loading/unloading activities do not occur within the Catalina Street right-of-way to minimize impact to thoroughfare vehicle traffic. Loading/unloading activities can occur on the 300 block of Ortiz in front of the Applicant's Unit with minimal impact to thoroughfare public traffic.

Trash Enclosure: The Subject Property does not provide an enclosure for refuse bins or dumpsters. The site had a history of unauthorized outside storage in the parking area by the former Restaurant Equipment business, which has not been an issue since the departure of Monterey Bay Restaurant Equipment. An enclosure could potentially be built within the parking area at the back of the building for use by all tenants provided no on-site parking is lost or inaccessible. For consistency with other permits and contingency for unanticipated circumstances, staff recommends the permit include the standard requirement prohibiting the outside/unscreened storage of debris, pallets, waste, etc. beyond the confines of the building or a City approved trash enclosure.

Signs: The Applicant indicated that he intends to establish a commercial sign on the building. Establishment of any commercial sign(s) on the Subject Property requires Design Review Committee (DRC) review and approval in the issuance of a sign permit. Staff recommends the permit contain language to that effect. Furthermore, the City's Municipal Code (section 18.66.070(C)(1)) prohibits freeway oriented signs except for wall signs located on street frontage. In effect, this regulation prohibits signs on the west building elevation facing the freeway as there is no public right-of-way between the freeway and the west side of the building, but a sign could be established for the Applicant on the north facing elevation facing Ortiz Avenue, subject to DRC approval of a sign permit.

Impacts: Warehouse storage with inventory distribution and accessory office activities within the building are not anticipated to create negative impacts such as noise, dust, fumes, or vibrations. No large trucks or semi/tractor trucks are to be used or are anticipated. The permit should prohibit the placement and use of storage containers beyond the confines of the building (see discussion under "storage"). The daytime parking of company vehicles on-site during weekday business hours for pick-up/drop-off activities as part of conducting the Applicant's business is acceptable; being short term occurrences and alternates parking demand between the Applicant's daytime activities and Camp Transformation's 5:00 a.m. to 10:00 a.m. and 5:00 p.m. to 9:00 p.m. Monday through Friday, and 7:00 a.m. to 12:00 noon on weekend peak time parking demand. However, overnight vehicle parking in the parking area should be prohibited as previously discussed.

Water:

The proposed clothing warehouse storage & distribution operation use qualifies as a Group I category low water use in accordance with the Monterey Peninsula Water Management District (MPWMD). The Subject Property and Applicant's 3,000 square foot floor area has credit based upon a Group I use; therefore, no additional water allocation is required for the Applicant's Use. The permit should contain standard language stating that approval of the coastal development permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City or other Agency.

Storm Water Control:

The Applicant's Use is of an existing building on a developed site, and the Applicant does not intend pavement improvements or impermeable land coverage to the Subject Property that would trigger storm water control requirements. Therefore, storm water control regulations do not apply to this application.

Advisory Agencies:

Information on the Applicant's use was circulated to the City's advisory agencies. The Building Official and the Monterey Fire Department expressed no concerns with this application. No other comments were received at the time of preparing this report.

CONCLUSION

Though staff does not generally encourage general warehouse storage operations within the West End district of the City, the Subject Property has unique parking issues because of Camp Transformation's operation and parking needs. Due to this site specific situation, staff supports those uses/businesses of the remaining units of this building to be low parking demand uses such as warehouse storage & distribution. Since the Applicant's Use is for inventory storage and distribution with plans for only one employee, parking demand is anticipated to be exceedingly low for the Applicant's Use, which is consistent with General Plan Goal 2.4 and addresses potential on-site parking conflicts.

RECOMMENDATION

Staff recommends **APPROVAL** of the Coastal Development Permit for the Applicant's storage use only, with the conditions/restrictions proposed by staff and as discussed in this report.

Findings:

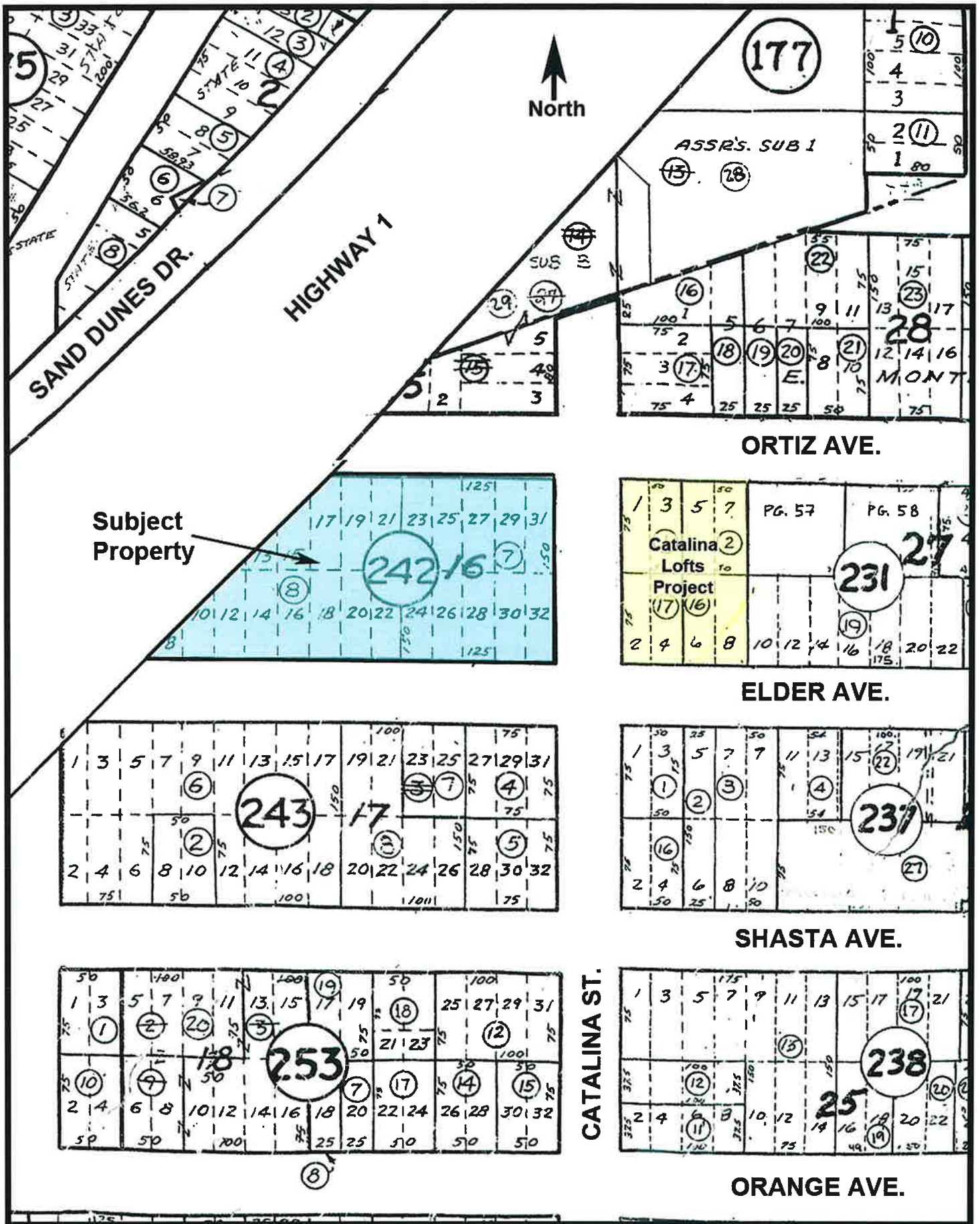
1. General Plan Goal 2.4 identifies the need to reduce land use conflicts created by insufficient parking, whereby allowing the Applicant's storage use in a building, which has a high parking demand tenant in another unit, will mitigate parking demand issues of the Subject Property.
2. Sand City Municipal Code section 18.26.040(P) specifies that uses the City Council finds to be consistent with the goals of the General Plan and the purposes of the CZ-MUP zoning district may be subject to issuance of a coastal development permit
3. The Subject Property has water credit based on a Monterey Peninsula Water Management District (MPWMD) 'Group I' classification, which is the same group classification for the Applicant's stated storage use; and therefore, no further allocation of water is deemed necessary for the Applicant's Use at the Subject Property; pending the removal of all non-permitted construction within the unit.
4. Utilities (electricity, gas, water, sewer, etc.) are sufficiently available to facilitate the Applicant's Use at the Subject Property.
5. This application qualifies for a categorical exemption, under State CEQA Guidelines, Section 15301.

Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Plan & Parking (2-sheets)
- D. Floor Plan - Applicant's Unit
- E. Mont. Cnty. Hazardous Material Questionnaire

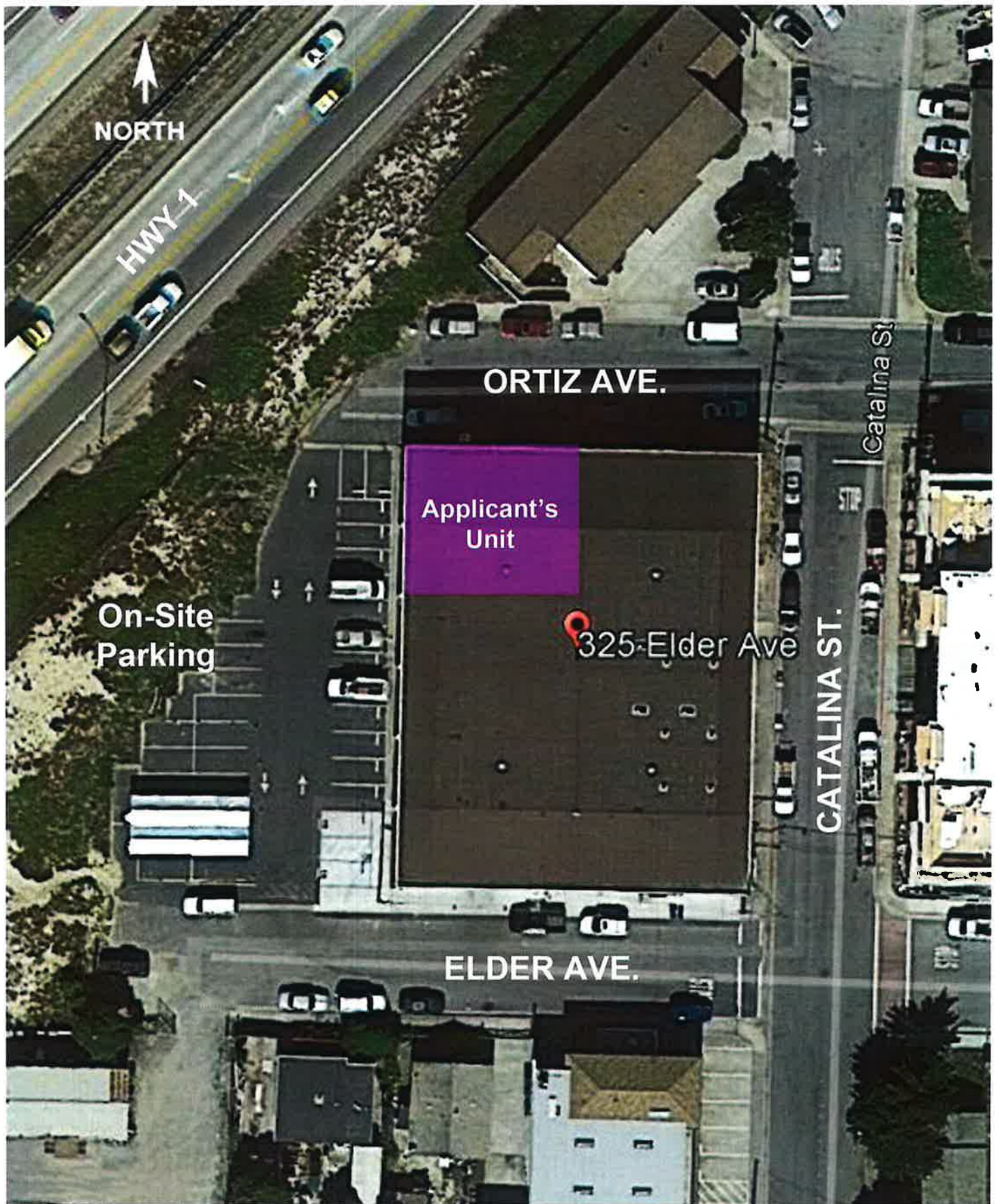
Attachment:

- Draft Resolution to approve a Coastal Development Permit (CDP)



Location Map

EXHIBIT A



Aerial Map (via Google Earth)

EXHIBIT B

CATALINA ST.

ORTIZ AVE.

ELDER AVE.

Currently Vacant
AREA 2
3,025 SF

Camp Transformation
AREA 1
5,786 SF

Applicant's Unit
AREA 4
3,000 SF

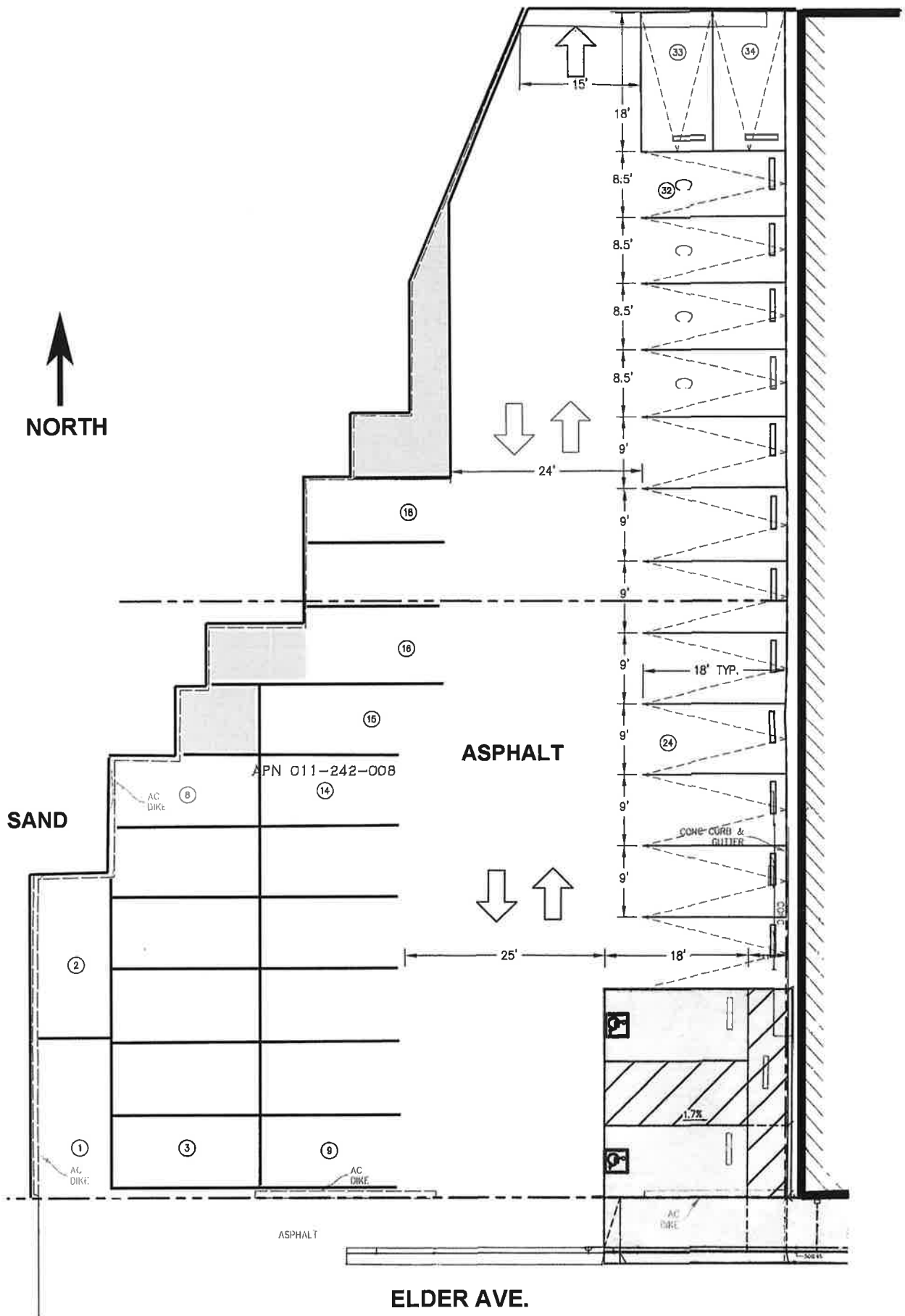
Poe's Plumbing
AREA 3
6,164 SF

Parking Lot
(Not current layout)
see Exhibit C.2

North

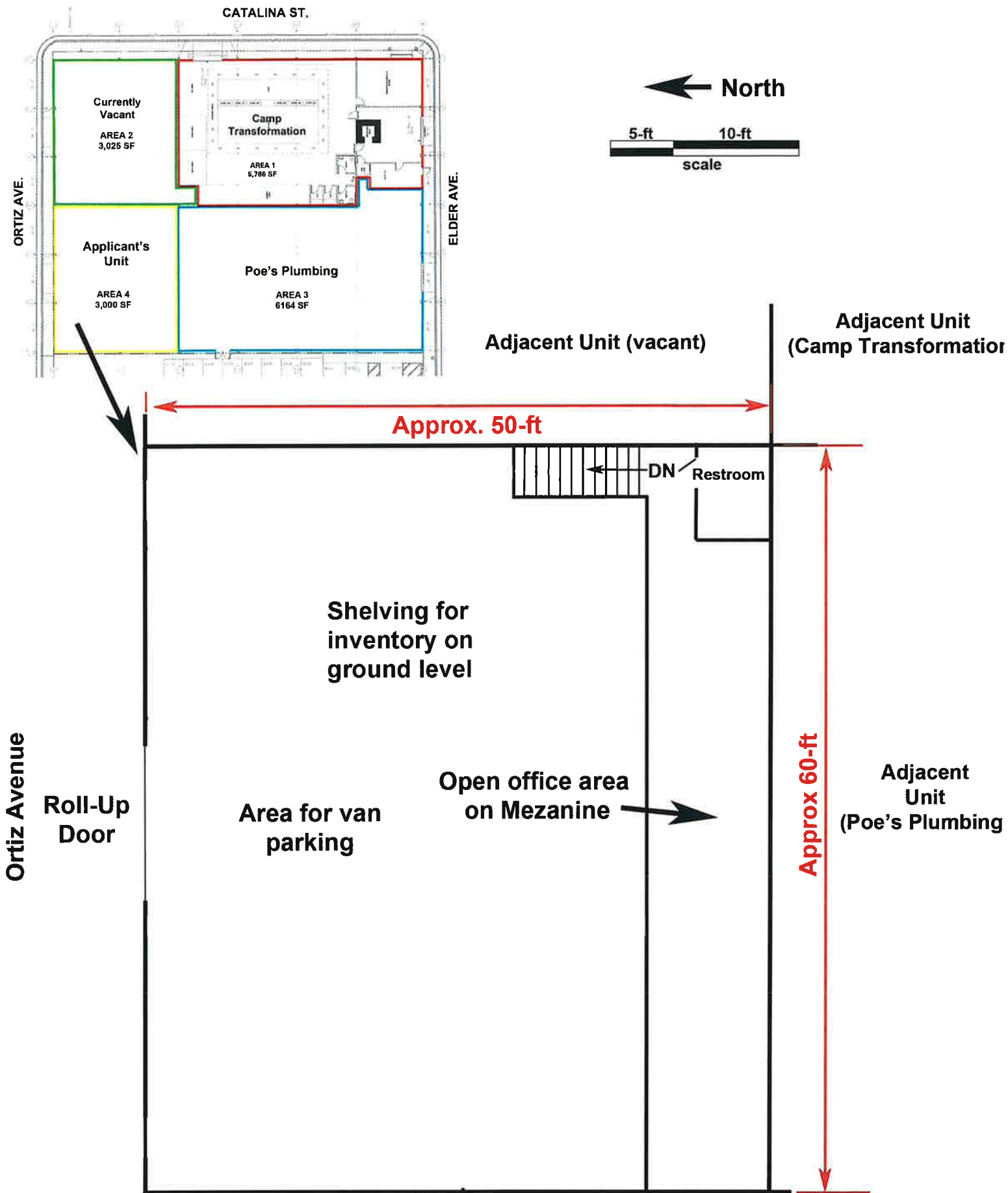
EXHIBIT C.1

ORTIZ AVE.



Site Plan - Parking

EXHIBIT C.2



Interior Floor Plan Arrangement

EXHIBIT D

Monterey County Health Department
1270 Natividad Road, Room B301
Salinas, CA 93906
(831) 755-4511
Fax (831) 755-8954

Jurisdiction Name Sand City
Use Permit # COP 22-02
Or
Building Permit # _____
Contact Name _____
Phone # _____

HAZARDOUS MATERIAL QUESTIONNAIRE

Business Name KARMA CIRCLE USA Type of Business WAREHOUSE/Wholesale
Site Location 325 ELDER AVE #4 City Sand City APN: _____
Mailing Address 325 Elder Ave #4 Sand City CA 93955
Business Contact Dee Shrestha 831 915 7567
Name Phone Number
Property Owner Connery Row Company 831 649 2604
Name Phone Number

- Will your business/proposed project be using any hazardous materials such as oil, fuels, solvents, compressed gases, acids, corrosives, pesticides, fertilizers, paints or other chemicals?
☐ Yes ☒ No
- Will your business/proposed project be using hazardous materials in quantities of 55 gallons and above for liquids, 500 lbs. and above for solids and/or 200 cubic feet and above for compressed gases?
☐ Yes ☒ No
- Will your business/proposed project be using any quantities of acutely hazardous materials such as ammonia, chlorine, sulfuric acid, formaldehyde, hydrogen peroxide, methyl bromide or other restricted pesticides?
☐ Yes ☒ No
- Will your business/proposed project be using underground storage tanks to store hazardous materials?
☐ Yes ☒ No
- Will your business/proposed project be generating any quantities of hazardous waste such as waste oil, waste solvents, etc?
☐ Yes ☒ No
- Will your business/proposed project be emitting any hazardous air emissions?
☐ Yes ☒ No

CERTIFICATION:

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge and belief.

Executed AT:

ANY QUESTIONS REGARDING THIS FORM CAN BE DIRECTED TO:

Monterey County Health Department
Division of Environmental Health
1270 Natividad Road, Room B301
Salinas, CA 93906
(831) 755-4511

City, State

Print Name of Owner/Operator: Dee Shrestha

Signature of Owner/Operator: _____

For Local Jurisdiction Use Only:

- Is there a known or proposed school, hospital, day care, or long term care facility within 1,000 feet of this site location?
☐ Yes ☒ No
- Is there a known or proposed school, hospital, day care, or long term care facility ¼ mile of this site location?
☐ Yes ☒ No

Health Department Clearance

Air Pollution District Clearance

Signature: _____ Date: _____

Print Name and Title: _____

Signature: _____

Print Name and Title: _____

EXHIBIT E

CITY OF SAND CITY

RESOLUTION SC _____, 2021

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY TO APPROVE
COASTAL DEVELOPMENT PERMIT 22-02 FOR KARMA CIRCLE U.S.A.
CONDUCTING INVENTORY STORAGE AND WHOLESALE DISTRIBUTION AT
325 ELDER AVENUE, UNIT 4**

WHEREAS, Dee Shrestha of Riela, Inc. DBA: Karma Circle USA (the “Applicant”) submitted an application for coastal development permit approval for storage and wholesale distribution of clothing (the “Applicant’s Use”) within a 3,000 square foot unit of an existing commercial building at 325 Elder Avenue Unit 4 (portion of APN 011-242-007 & 008) in Sand City (the “Subject Property”); and

WHEREAS, the Applicant’s Use at the Subject Property, at the scale and intensity described in the application is considered consistent with the non-appealable coastal “Planned Mixed-Use” (CZ-MU-P) zoning designation of the Subject Property and compatible with neighboring properties and uses; and

WHEREAS, the demand for parking by Camp Transformation at the Subject Property during peak morning and evening times makes it imperative to incorporate other land uses and tenants within the remaining units of the Subject Property that have little to no need of parking and/or can alternate their parking usage at times to interchange parking demand at opposing hours of the day/evening such as the Applicant’s proposal for solely storage; and

WHEREAS, the Subject Property provides thirty-four (34) on-site parking spaces that can sufficiently accommodate zoning requirements of the Applicant’s use during daytime business hours that do not overlap with peak hour parking demand of Camp Transformation; and

WHEREAS, general warehouse uses are discouraged by the City’s General Plan (2002 ed), General Plan Goal 2.4 identifies the need to reduce land use conflicts created by insufficient parking, whereby allowing the Applicant’s storage use in a building that has a tenant in another unit with high parking needs, will mitigate parking issues of the Subject Property consistent with General Plan Goal 2.4; and

WHEREAS, Sand City Municipal Code section 18.26.040(P) specifies that uses the City Council finds to be consistent with the goals of the General Plan and the purposes of the CZ-MUP zoning district may be subject to issuance of a coastal development permit; and

WHEREAS, the Subject Property and Applicant’s unit have water credit based upon the Monterey Peninsula Water Management District’s (MPWMD) Group I classification, which is sufficient to accommodate the Applicant’s Use as identified in the application for coastal development permit submitted by the Applicant; and

WHEREAS, the Applicant's storage within an existing building qualifies for a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

WHEREAS, the City Council of the City of Sand City, on _____, 2022, has found and determined that the Applicant's Use of the Subject Property, as conditioned, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Coastal Development Permit 22-02, (hereinafter referred to as "CDP 22-02") shall be granted upon the conditions hereinafter set forth in this resolution and CDP 22-02; and

WHEREAS, the City Council of the City of Sand City has accepted the findings for approving CDP 22-02, as outlined in the City staff report, dated December 2, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby grant and issue CDP 22-02 upon the following terms and conditions:

1. Execution & Acceptance: CDP 22-02 is not valid, and the Applicant's Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the Applicant and owner of the Subject Property, acknowledging receipt of CDP 22-02 and acceptance of the terms and conditions therein, is returned to the City's Planning Department. Failure to return said signed/executed CDP 22-02 may be sufficient grounds for City termination of CDP 22-02.
2. Purpose: CDP 22-02 is for the express purpose of authorizing the storage and wholesale distribution of clothing items with accessory office. There shall be no manufacturing, large scale tailoring activities, or daily ongoing retail sales occurring on-site. Any occasional, temporary, on-site retail sale events shall be subject to City Manager approval on a case-by-case basis. There shall be no expansion to the scope or intensity of the Applicant's Use beyond that as authorized by CDP 22-02 without either an amendment of said Permit or the issuance of a new land use entitlement permit.
3. Hours of Operation: All activities, including loading/unloading, associated with the storage use of the Subject Property, as authorized by CDP 22-02, may only occur between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on weekends to minimize noise impacts to neighboring residential properties/units and avoid parking demand conflicts with Camp Transformation within Unit 1 of the building. Office and/or janitorial activities on-site may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public and such activities do not pose a public disturbance/nuisance.
4. On-Site Parking: A minimum of thirty-four (34) on-site parking spaces shall be maintained on the Subject Property and shared between all tenants of the commercial building on the Subject Property. The Subject Property's owner and/or property

manager shall be responsible for managing parking and addressing and resolving tenant disputes regarding on-site parking, provided City zoning and permit requirements are met to the satisfaction of the City. On-site parking spaces shall not be utilized by the Applicant's Use for any purpose that impedes vehicle parking. Obstruction of these spaces for vehicle parking by the Applicant's Use shall be sufficient reason for the City to terminate CDP 22-02. The Applicant is prohibited from parking/storing vehicles in the parking area of the Subject Property; however, vehicles parked while conducting pick-up/drop-off activities associated with the Applicant's Use during permit specified hours of activity is allowed. Any vehicle parking by and for the Applicant Use shall not double park as to encroach into public rights-of-way, including public sidewalks. The Applicant shall not park and/or store any hitch or other type of trailer outside the building on the Subject Property or within any City public right-of-way unless actively involved with loading/unloading activities.

5. Company Vehicles: The Applicant shall not park company vehicles in the parking area of the Subject Property during non-business hours (see Permit Condition No. 3), but may park company vehicles inside the building during non-operational hours provided all applicable fire and building code(s) are satisfied.
6. Truck & Trailer Street Parking: In accordance with Sand City Municipal Code (the "SCMC") Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other large vehicles, as listed in SCMC Chapter 10.08, within any City street at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of citations in accordance with SCMC Chapter 10.08.
7. Loading/Unloading: All loading/unloading of items associated with the Applicant's Use at the Subject Property shall only occur during Permit specified hours of operation (see Permit Condition No. 3). The Applicant's Use is prohibited from conducting any loading and/or unloading activities on Catalina Street, nor shall such activity impede vehicular travel on Ortiz Avenue and Elder Avenue.
8. Storage: All inventory, equipment, packaging, and/or any other item associated with the Applicant's Use, stored on the Subject Property, shall only be stored within the building, and such items are prohibited from being stored on-site beyond the confines of the building. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department and the City's Fire Department. The placement of a self-contained portable storage unit/pod on-site, beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that the Applicant's Use has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's Use; and thus be sufficient reason for the City to amend or terminate CDP 22-02.
9. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CDP 22-02. The Applicant and/or the

Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased/occupied area of the Subject Property.

10. General Waste: Trash, litter, boxes, crates, pallets, debris, and/or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be stored/maintained within the building or within a City approved enclosure; however, bin(s) or dumpster(s) shall not occupy or impede on-site parking or public right-of-way. An enclosure may be established on the Subject Property only after approval by the City's Planning Department. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of the Applicant's use to the maximum degree feasible.
11. Hazardous Waste: Any and all hazardous materials and/or waste used/generated by the Applicant's Use shall be legally stored and disposed of in accordance with the regulations of the City, the County of Monterey, and the State of California. The Applicant shall concede to any direction of the City's Fire Department, City Code Enforcement Officer, and/or the Monterey County Health Department regarding the storage and/or handling of hazardous materials on the Subject Property. Any illegal material storage, dumping, and/or disposal shall be sufficient grounds for City termination of CDP 22-02.
12. Signs: Any commercial sign on the exterior of the building or anywhere on the Subject Property, identifying and/or serving the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (DRC) in the issuance of a sign permit prior to the establishment of any sign such as at the Subject Property. Signs attached to the building shall also obtain a City building permit prior to installation of said sign. In accordance with Sand City Municipal Code section 18.66.070(C)(1), there shall be no sign established on the building's west elevation. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
13. Water Runoff: The Applicant's Use shall not create water run-off within the City in accordance with SCMC Chapter 13.05 regarding Storm Water Management. There shall be no washing of vehicles on the Subject Property or within any public right-of-way by the Applicant or Applicant's Use.
14. Water: Issuance of CDP 22-02 does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use, as described in the application and authorized by CDP 22-02, shall be limited to that water credit currently available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
15. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Sand City Police Department, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, Monterey One

Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, shall be implemented to the satisfaction of each department and inspector thereof.

16. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Air Resources District. Failure to comply shall be sufficient grounds for City termination of CDP 22-02.
17. Fire Department: The Applicant's use of the Subject Property, as authorized by CDP 22-02, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Building Official and/or Fire Department inspector. The Subject Property shall be available and open for Fire Department and/or City code enforcement inspections. Failure to comply with the City's Building Official and/or Fire Inspector and/or code enforcement requirements may be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use and City amendment or termination of CDP 22-02.
18. Nuisance: The Applicant's Use on the Subject Property shall be conducted as to not constitute a nuisance to abutting units, surrounding properties, and/or the occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, fumes, odors, overflow parking, and/or other negative impact(s) that the Applicant's Use may or will generate. If the City Council finds at any time that the Applicant's activities and use of the Subject Property constitutes a nuisance, violates conditions of CDP 22-02, and/or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant may be adequate grounds for the City to amend or terminate CDP 22-02. Failure to comply with such City direction may result in the amendment or revocation of CDP 22-02.
19. Violation/Termination: If the City determines that any term or condition of CDP 22-02 has been violated, and/or the Applicant's activities at the Subject Property constitutes a nuisance or is otherwise detrimental to neighboring units, properties, and/or community, written notice shall be issued by the City to the Applicant, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CDP 22-02, and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner/manager shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate CDP 22-02.
20. Interpretation: Any questions of intent or interpretation regarding any condition of CDP 22-02 shall be subject to, and resolved by, the Sand City Planning Department.
21. The issuance of CDP 22-02 shall not supersede or override any applicable

requirements of any other City, County, State, or Federal agency.

22. Indemnity: To the extent permitted by law, the Applicant shall indemnify and hold harmless the City, its City Council, its officers, employees, contractors, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside, or void, any permit or approval authorized hereby for the Project, including (without limitation) reimbursing the City for its actual attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
23. Business License: The Applicant and all sublease tenants shall acquire, maintain, and annually renew a Sand City business license for the duration of their occupancy and use of the Subject Property. Failure to maintain a current Sand City business license may be sufficient grounds for termination of CDP 22-02.

PASSED AND ADOPTED, CDP 22-02, inclusive of all specified conditions/requirements for the Applicant's Use at the Subject Property, is hereby approved by the City Council of Sand City, this ____ day of December, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Connie Horca, City Clerk

Mary Ann Carbone, Mayor

This is to certify that Coastal Development Permit 22-02 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, City Planner

APPLICANT ACCEPTANCE (CDP 22-02)

Coastal Development Permit 22-02 are hereby accepted upon the express terms and conditions hereof, and the undersigned agrees to strictly conform to and comply with each and all of the said terms and conditions.

DATED: _____

BY: _____

Applicant

Signatures continued on following page...

Signatures continued from previous page.

CONSENT OF OWNER (CDP 22-02)

Consent is hereby granted to the permittee to proceed with the City approved use, in accordance with the terms and conditions of Coastal Development Permit 22-02.

DATED: _____

BY: _____
Property Owner

**AGENDA ITEM
10A.**

**Consideration and Approval of City
RESOLUTION Approving Special Event
Permit 23-01 for a Bicycle Criterium on
July 23, 2023 in the West End District**

CITY OF SAND CITY

STAFF REPORT

NOVEMBER 21, 2022

(Updated 12/13/22 - For City Council Review on December 20, 2022)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Special Event Permit Application - Tom McCullough

BACKGROUND

An application for a special event permit was submitted by Tom McCullough (the "Applicant") proposing a bicycle criterium race within the West End District of Sand City on Sunday, July 23, 2023. The Applicant held such an event on September 11, 2022 and wishes to continue this as an annual event. Section 18.94 of the Sand City Municipal Code (SCMC) requires City Council review and approval of special event permits with greater than 100 persons attending that are not sponsored or put on by the City.

The Event qualifies as a categorical exemption under CEQA (California Environmental Quality Act) Guidelines section 15301 as it utilizes existing facilities; and furthermore, the Event will have no direct or reasonably foreseeable indirect impact upon the environment and is thus not subject to CEQA per CEQA Guideline section 15060(c)(2).

DISCUSSION

A criterium is defined as "a bicycle race of a specified number of laps on a closed course over public roads closed to normal traffic" (Merriam-Webster on-line Dictionary). The Applicant's criterium event is intended to occur on Sunday, July 23, 2023 starting at 8:00 a.m. and wrapping up by 6:00 p.m. with setup the prior day on Saturday, July 22nd from 6:00 p.m. to 9:00 p.m.

The proposed criterium course will begin on Ortiz Avenue in front of the Independent, heading east to Holly Street, then turning left and proceeding north to Redwood Avenue, where it turns left again and proceeding west towards Hickory Street. The course veers right on Hickory Street, continuing to California Avenue where it turns left heading west towards Contra Costa Street. The route continues south on Contra Costa and turns right onto Ortiz Avenue heading west to Catalina Street, then turns left at Catalina Street heading south to Elder Avenue, turns left again and heads east to Contra Costa Street. From Contra Costa Street, the route continues north to Ortiz Avenue, turning right and back to the start point/finish line. This will effectively cut off traffic through the West End District during the event, with blockades at the Contra Costa Street and Elder Avenue intersection, the Redwood Avenue and Holly Street intersection, and the California Avenue

and Pendergrass Way intersection. The applicant states that monitors will allow local residents and business ingress/egress at those times between races that day. Properties fronting the 300 to 600 blocks of Redwood Avenue, Ortiz Avenue, and Elder Avenue, in addition to the 1800 block of Contra Costa Street (north end) and the homes on Bay Avenue will be blocked by the race course with no other potential for detoured routes. These areas will be dependent upon breaks between races to ingress/egress. All of Dias Avenue and the 700 block of Redwood Avenue will not be hindered with access available to California Avenue from Holly Street. Homes in the East Dunes fronting Park Avenue, Fell Street, Scott Street, Hayes Street, and Ocean View Avenue will also have access to California Avenue.

Security: The Applicant states that he wishes to utilize off-duty police personnel as security and traffic control during the event. This is an arrangement between the Applicant, the Chief of Police, and off-duty officers. Officers who do act as security should be off-duty to avoid the City incurring unwarranted expenses; otherwise, the Applicant and/or event sponsor should reimburse the City for Police time and resources. This should be a condition of permit approval.

Parking: The submitted route map indicates parking for the event will be established at various points within The Independent's parking area and along Shasta Avenue, California Avenue, Holly Street, and the 700 blocks of Redwood and Dias Avenues (see Exhibit A). The Applicant needs to provide the City with evidence that he has approval from The Independent's management to use that private parking. Another option that is not indicated in the submitted materials for parking would be the use of City Hall parking as the event occurs when City Hall is closed, which requires City Manager and Chief of Police approval.

Traffic Control Plan (TCP): The Applicant provided a traffic control plan (see Exhibit B) that was forwarded to the Chief of Police for review. The TCP states that residents and businesses will be notified both 1-month and again 1-week prior to the event. Staff supports this effort. Such notification should include mailings, flyers left at front-doors, and posted throughout the West End where possible (i.e., power poles, public walls, etc.). Course Marshals will be established throughout the course at each of the ten course turns to notify pedestrians that riders are coming with the use of red flags. Resident and business egress/ingress will be allowed during those times between races facilitated by the course marshals. No vehicles will be allowed on the course during races, and races will not begin until vehicles have cleared the course. The TCP also states that signs will be posted 72 hours prior to the event on all applicable streets stating that parking will not be allowed from 5:00 p.m. on Saturday July 22nd to 6:00 p.m. on July 23rd (time from start of setting up to end of event). The TCP also states that residents of The Independent will have ingress/egress through the back of the Independent's parking via the railroad right-of-way to Orange Avenue.

Food/Drink Vendors: The Applicant intends to have three (3) food vendors. Each vendor is required to have Monterey County Health Department permits to operate. Alcoholic beverages are not intended to be hosted by the event or served by any of the vendors. If there were, then both the City and California Department of Alcohol Beverage Control would have to provide approvals and permits.

Entertainment: The Applicant proposes two performers and one stage set up. First performer will be a disk jockey to provide music and the second performer will be the event announcer. The sound check of the amplified sound system will commence the event morning at 7:30 a.m. A permit for this event should include language stating that “any acoustically amplified noise (voice, music, etc.) as part of the Event shall maintain sound level decibels to a reasonable level as to not infringe upon residential dwellings within the City. Any and all entertainment related to the Event shall lower acoustically amplified noise at the direction of the City’s Police Department.”

Waste Management: The Applicant proposes three types of collection bins to be used: 1) food waste (organics), 2) recyclable materials, and 3) garbage. This is compliant with SB 1383 regulations at this time. Under SB 1383, large public events that average 2,000 plus persons per day are considered a ‘Tier 2 Edible Food Generator’ and would be required to organize and enact edible food recovery activities after January 1, 2024. This is not applicable to the applicant’s event in July of 2023; however, if such event does have the daily participation of 2,000 plus persons, then such event would have to comply after January 1, 2024 in accordance with State law.

SCMC Chapter 13.04 regulates solid, recyclable, and organic material waste, and enables the City to have its exclusive franchise agreement with GreenWaste Recovery for waste collection and State required reporting. A permit for the Applicant’s event should include language that states “*The Applicant shall abide by all regulations in SCMC Chapter 13.04 that are applicable to the Event. The Applicant shall coordinate with the City’s franchised waste hauler GreenWaste Recovery (“GWR”) for the provision of individual collection containers for solid waste (garbage), recyclable materials, and organic materials throughout the event, and shall be responsible for the expenses incurred to provide those containers, conduct waste monitoring, and pick-up services for the Event. The Applicant may utilize volunteers and/or GWR employees (at the Applicant’s expense) to ensure that the proper materials are placed in the appropriate containers to avoid contamination.*”

Restroom Facilities: The event will provide four (4) porta-potties that will be set up in the Independent’s parking area on Saturday evening before the event and picked up on the Monday following the event. The supplier will be Tom’s Site Services. The Applicant stated that one (1) of the porta-potties will be ADA accessible, which should be a requirement of the permit.

Event Insurance & Indemnification Hold Harmless Agreement: As a requirement to protect the City, the Applicant needs to obtain event insurance and provide the City a signed/executed Indemnification and Hold Harmless Agreement. The Indemnification and Hold Harmless Agreement should be subject to City Attorney review and approval prior to execution. As the next event is months away (July 2023), staff recommends the Applicant be required to obtain insurance and provide the Indemnification and Hold Harmless Agreement no less than two (2) months prior to the event. Failure to provide these documents as required should be grounds for terminating the event permit. A ‘release and waiver of liability, assumption of risk, and indemnity contract’ was submitted by the Applicant to City staff on 12/12/22 (see Exhibit D).

Issues from September 11th Event: During this past September's event, complaints were made to City Hall staff about restricted ingress/egress from the north end of Contra Costa Street pertaining to a resident not being able to egress in time to make a flight and a business not having access for booked customer appointments. The individuals who made complaints stated that they had not received notice of the event or of the closures that imposed consequences to those individuals (lost clients and missing a flight). Some of the 'resident' mailers were returned by the postal service as "not deliverable". To address noticing concerns, staff recommends the Applicant augment public outreach with notices left at doorstops to both residents and businesses throughout the entire West End District and posting notices where possible. Staff supports the Applicant's proposed dual noticing noted in the submitted TCP (see Exhibit B), first a month out and then again a week before the event. Notices should include information regarding the Event, the Event date, time, and location; the Event set-up and tear down dates and times; traffic management; and road closures and detours for the Event. Despite these complaints, the September event otherwise occurred relatively smoothly with no other incidents. It should be noted that the Monterey County Weekly published a favorable article (see Exhibit C) regarding last September's Bike Criterium event; providing both the event and the City with positive press.

RECOMMENDATION

Staff recommends **APPROVAL** of the resolution to authorize the requested bicycle criterion special event on July 23, 2023 with setup the afternoon/evening prior with the terms and conditions recommended by staff in the draft resolution/permit presented for City Council consideration.

EXHIBITS:

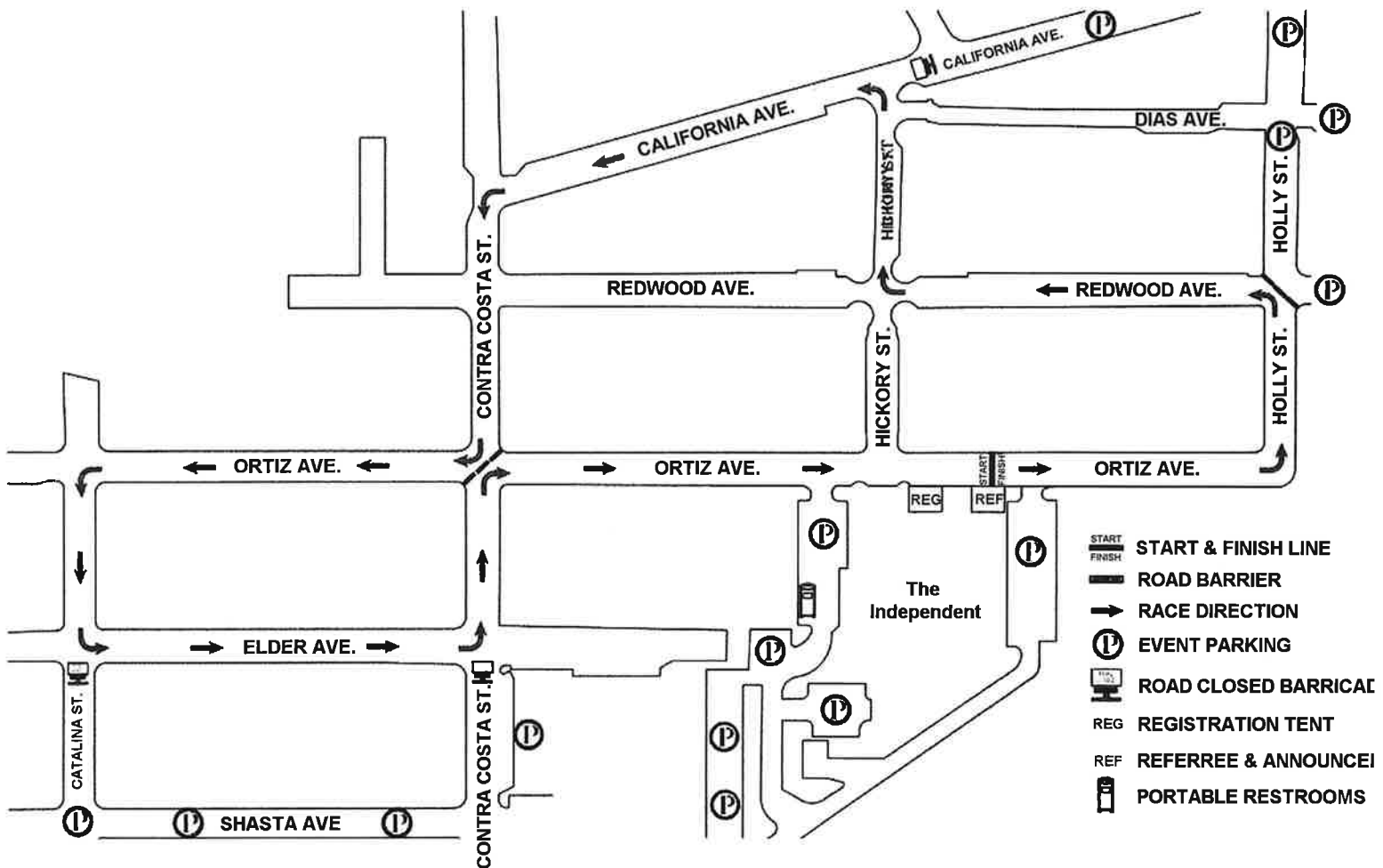
- A. Applicant's submitted bike route map.
- B. Applicant's Traffic Control Plan (TCP) [subject to Chief of Police Approval]
- C. Monterey County Weekly Article of September 11, 2022 Bike Criterium
- D. Signed "Release & Waiver of Liability, Assumption of Risk, & Indemnity Contract"

ATTACHMENT(S):

- 1. Resolution approving a special event permit (SEP 23-01) for the Applicant's Bicycle Criterium Special Event on July 23, 2023.

Bike Criterium Course Map & Traffic Control

Not at Scale



Sand City Criterium Traffic Control Plan

Traffic and pedestrian control is one of the most important details when putting on a bike race. We are confident that we have adequate staffing and we will communicate to residents and businesses to effectively negate any potential issues regarding access, as well as, vehicle and pedestrian traffic.

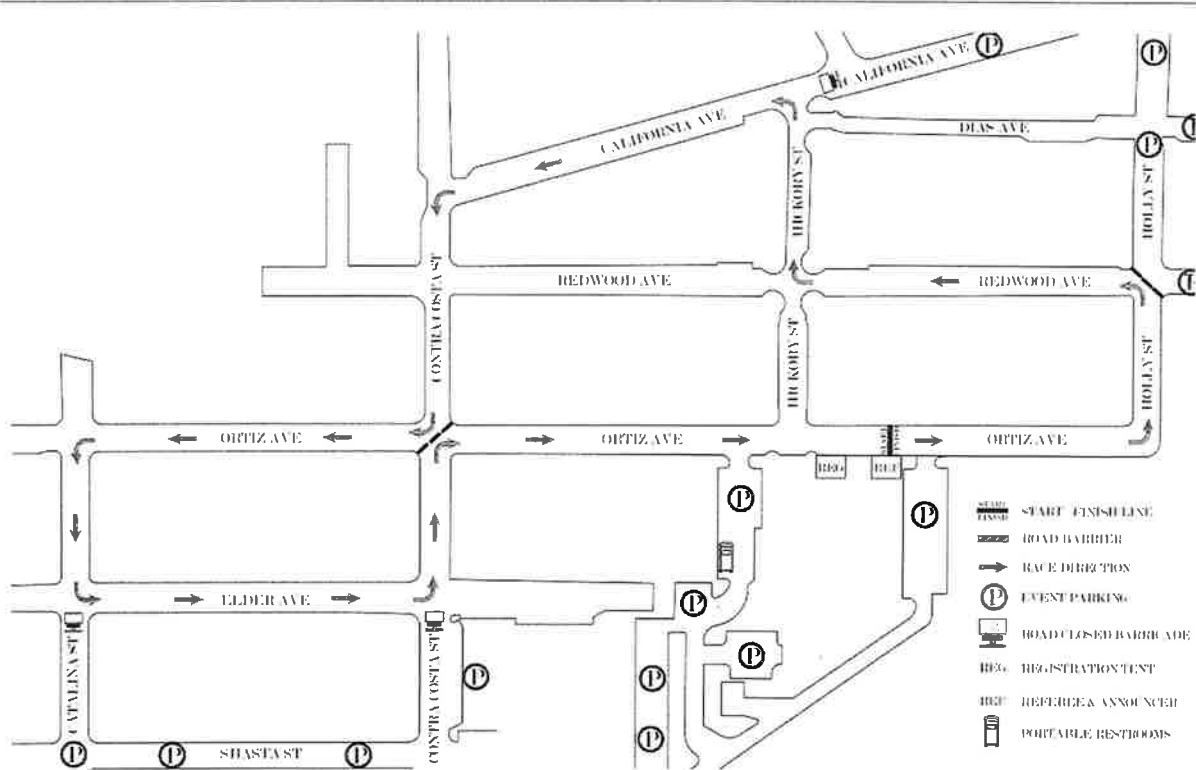
Below are the key points ensure public safety, optimal traffic flow and a smoothly operating event both leading up to and on the day of the race:

- We will work with Chief Ferrante to schedule off-duty officers for traffic control and crowd management should the Chief believe we need to have additional officers present.
- Residents and businesses will be notified of the event one month and one week prior to the event by mail.
- Resident and business egress/ingress will be allowed during the time between races and facilitated by volunteer Course Marshals.
- No vehicles will be allowed on the course during each race. If there are vehicles on the course, the race will not begin until they have been towed or moved by the owner.
- 72 hours prior to the event, signage will be posted on all applicable streets stating that parking will not be allowed from 5pm July 22 to 6pm on July 23. The police will notify a towing company to tow any cars that are parked on the course and pose a possible threat to riders. In addition to the "no parking" on the signs, there will be a notice of road closure on July 23.
- The course will be marked with yellow tape and barricades at the start/finish to prevent pedestrians from crossing during the race.
- Course Marshals will be placed throughout the course to assist with crowd control. A course marshal will be placed at each of the ten turns to notify pedestrians that the riders are coming. This will be done by raising a red flag.
- Volunteer management: all of the Monterey Bay Race Team (20+) will volunteer for pre-race, race management or post-race clean up. In addition, we will seek volunteers from the cycling community (e.g. Naval Postgraduate School Cycling Club, Monterey Velo Club) to ensure we have sufficient personnel and coverage of all time slots.

Parking is identified with "P" on the course map below and is located on the north and south ends of the course. Attendee parking will be clearly identified with street signage and communicated to attendees by email prior to the event.

Resident traffic will need to flow in and out through California Street. Ortiz/Contra Costa will be blocked to facilitate the two turns in the course. Residents on Bay Avenue, Ortiz Avenue, Hickory Street, Redwood Street, Dias Avenue and Holly Street will be directed to California Avenue. Residents on Catalina Street, Elder Avenue and the south end of Ortiz Avenue will be able to move through Catalina Street and/or Contra Costa Street.

Residents of the Independent will have egress/ingress through the back of the Independent's parking lot via George Wilson's business lot.



The Sand City Crit is legit, and should not quit.

David Schmalz

Sep 12, 2022

David Schmalz here, thinking about how tiny Sand City—with a population of just over 300—keeps on doing big, creative things.

That includes investing in lovely murals throughout the city's West End neighborhood, and converting an under-utilized city public works lot into the Sand City Art Park, which is also lined with murals and, among other things, hosts a city-sponsored cornhole league.

But the reason Sand City is on my mind today is because yesterday I visited the inaugural Sand City Criterium. When I first heard, just a few weeks ago, that Sand City was hosting a criterium, my first question was: Wait, what, exactly, is a criterium? Per Merriam-Webster, it's "a bicycle race of a specified number of laps on a closed course over public roads closed to normal traffic." But in California, says Sand City resident Tom McCullough, who organized the event, criterium races are timed, not done by laps. Also, not to be weighed down by syllables, cyclists call the race a "crit."

Yesterday's races started at 7:30am and went past 6pm, starting with boys and girls aged 9 and up in the morning, and men and women in the afternoon. I was able to roll over for the men's pro race that started at 1:15pm and ran 60 minutes, and was greeted in short order by a wave of cyclists whipping around a corner and then another corner right after that. The average speed of that particular race, McCollough says, was about 29 miles-per-hour. That checks out—they were rolling fast.

The start/finish line was in front of Post No Bills, which had a perfect patio to kick back with a friend and chat while, every 90 seconds or so, a wave of bikes would fly by.

Speaking with McCollough today about how he felt the crit went off, I was also able to clarify something: During the race I watched, the announcer said what I heard as, “this is a green lap.” What, I asked McCollough, is a “green” lap? Turns out I misheard: it was a “prime” lap (pronounced preem), and it means on that specific lap there are prizes provided by sponsors that go to the racer with the fastest lap. McCollough says they offered nearly \$2,000 worth of merch from sponsors as the prizes.

Before the race McCollough told me to be on the lookout for accidents: crits are fast, and riding is aggressive. But I didn’t see any in the 90 minutes I watched, and McCollough told me there were only three the entire day, and all involved only individual riders. He also says the feedback he got from racers about the 10-turn, 0.73 mile course was that it’s the best course they’ve ever raced.

For the spectators and cyclists (post-race), there was also food and drink on offer outside Post No Bills—I had a fine spinach pupusa, extra slaw—and of course, beer inside and on the patio. McCollough estimates there were about 250 racers over the course of the day, though he has no idea about spectators. When I was there, there were at least three dozen strewn about.

So all’s good, which seems to suggest that a second Sand City Crit is in the cards, right? Yep.

“[The racers] want us to put it on next year, so we’re going to do it,” McCollough says. The event would once again have to be approved by City Council—streets across most of the city are shut down for a day—but it seems like a lock.

Because this is Sand City: small, nimble, innovative.

And awesome.

Editor’s Note: Due to a hearing error (!) the original version of this story inaccurately reported the prime prizes totaled almost \$200,000; it was just under \$2,000.

Men’s pro riders zip around a corner of Contra Costa Street
David Schmalz



Inaugural Criterium races through Sand City.

CITY OF SAND CITY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY CONTRACT

THIS IS A CONTRACT. SIGNING THIS CONTRACT AFFECTS IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.

DESCRIPTION OF EVENT ("Event")

The undersigned ("Applicant") desires to host the Criterium Bike Race within the City limits of Sand City:

Thomas McElroy

In consideration for being permitted by the City of Sand City ("City") to host the Event:

1. I waive and release the City and its departments, officials, officers, employees, agents and volunteers from any and every liability of loss, including, but not limited to, liability or loss for damages for personal injury, death, or property damage, related to any claim that may be filed concerning, on behalf of, or for myself, either now or in the future, that results from or is connected in any way to the Event. The waiver and release applies except to the extent caused by the sole negligence or willful misconduct of the Event.
2. I acknowledge that my hosting of the Event could entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself or others. I hereby assume the risk of, and responsibility, for any such injury, death, or damage which I or others may sustain arising out of or in any way connected with my hosting the Event, including injury, death or damage resulting from any acts or omissions, except to the extent caused by the sole negligence or willful misconduct of the City.
3. I agree not to sue and to indemnify, and to the fullest extent available by law, defend with counsel acceptable to City, and hold harmless the City and its departments, officials, officers, employees, agents, and volunteers from and against any and all liability or loss, damage, claims, expenses and costs (including without limitation, attorneys' fees and costs and fees of litigation)(collectively "Liability"), related to any claim that may be filed concerning, on behalf of, or for myself and/or any other person or entity either now or in the future, that results from or is connected in any way with my hosting the Event, except to the extent caused by the sole negligence or willful misconduct of the City.
4. I further agree that I will not be insured under the City's Workers' Compensation policy.
5. This contract will bind me, heirs and assigns. This contract will continue in effect after the conclusion of the Event. This contract may only be changed by a written amendment signed by an authorized representative of the City and me. I will abide by any rules and regulations of the City concerning the Event. If I fail to abide by any rules or regulations concerning the Event, the Event or its departments, officials, officers, employees, agents or volunteers may immediately terminate the Event. This contract is intended to be as broad as the law permits. If any portion of this contract is determined by a court to be invalid, the rest of the contract will continue in effect.
6. THM If this line is initialed by me, I hereby consent to the use of my photograph for City publicity.

EXHIBIT D

7. This contract shall continue in effect for one (1) years from the date of signing unless earlier terminated in writing by the Applicant.

I HAVE CAREFULLY READ THIS CONTRACT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS CONTRACT IS A RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY CONTRACT BETWEEN MYSELF AND THE TOWN AND I SIGN IT FREELY AND VOLUNTARILY.

Applicant Name: Thomas E. McCullough Jr Date of Birth: 8/3/59
Signature: Thomas E. McCullough Jr Date: 11/16/22
Emergency Contact Phone #: 408 375 3011
Address: City/State/Zip: 608 Scott St. San Jose CA 95128

CITY OF SAND CITY

RESOLUTION SC _____, 2022

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
SPECIAL EVENT PERMIT 23-01 FOR A BICYCLE CRITERIUM ON
JULY 23, 2023 IN THE WEST END DISTRICT**

WHEREAS, the first Bicycle Criterium Special Event in the City of Sand City (the “City”) occurred on Sunday, September 11, 2022 with City Council approval via Resolution SC 22-70 as the beginning of an anticipated annual event within the City; and

WHEREAS, the Bicycle Criterium Special Event coordinator, Mr. Tom McCullough (the “Applicant”) has made a new application to the City for the second such Bicycle Criterium Event proposed on July 23, 2023, with setup occurring the afternoon and evening prior (the “Event”); and

WHEREAS, Sand City Municipal Code (“SCMC”) Chapter 18.94 requires City Council review in the consideration of issuing a Special Event Permit as the Event is expected to attract more than 100 participants and spectators cumulatively, and that special showings be made on the part of the Applicant; and

WHEREAS, the Applicant has provided a Traffic Control Plan (TCP) to the City, that has been reviewed and substantially approved by the City’s Chief of Police to adequately address traffic control and detours to accommodate the Event and ensure public safety; and

WHEREAS, the Applicant will be required to perform and provide sufficient public outreach and notification of the Event’s date, time, and location, as well as road closures and detours, to mitigate accessibility impacts to Sand City businesses and residents within the West End District of the City; and

WHEREAS, the City Council finds, as required by SCMC Section 18.94.030(C), that the Event, with the requirements and mitigation measures mandated by the City, shall not be detrimental to the health, safety, and general welfare of the public, nor pose a detriment to property or improvements within the Event area; and

WHEREAS, the City Council of Sand City finds that the showings required by SCMC Section 18.94.030(C) have been sufficiently made and identified by the Applicant in the submitted application and subsequent document(s) provided and/or are otherwise required by the City Council for the Event; and therefore a special event permit may be issued, at the discretion of the City Council, for the Event; and

WHEREAS, the Event qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, section 15301 as it utilizes existing facilities; and furthermore, the Event will have no direct or reasonably foreseeable indirect impact upon

the environment and is thus not subject to CEQA per CEQA Guideline section 15060(c)(2); and

WHEREAS, the City Council of the City of Sand City has accepted the analysis and conclusions for approving Special Event Permit 23-01 (hereinafter "SEP 23-01") as discussed in the City staff report, dated November 21, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby approve and issue SEP 23-01 for a Bicycle Criterium event on July 23, 2023 upon the following terms and conditions:

Purpose: The purpose of SEP 23-01 is to authorize a Bicycle Criterium event within the West End District on July 23, 2023 with set up commencing the day prior at approximately 6:00 p.m. and tear-down/clean-up to be completed by approximately 6:00 p.m. on the day of the Event. The Event involves the closure of specific City streets to establish the Event's bike route that will be subject to a City approved Traffic Control Plan and sufficient public outreach and notification of the Event as required and specified by SEP 23-01.

Event Site Plan & Route: The Event shall be executed according to the Event's site plan submitted by the Applicant, as illustrated on Resolution Exhibit A attached hereto and incorporated herein and into SEP 23-01 by this reference. Any alteration in the execution of this site plan for the Event shall be subject to City Manager and/or Chief of Police review and written approval.

Security: The Applicant shall coordinate and provide sufficient security and traffic control for and during the entire Event to the satisfaction and approval of the City's Chief of Police. Any use of on-duty Sand City Police Officers for the Event that incurs an expense to the City shall be reimbursed in full to the City by the Applicant. The Applicant shall provide the security plan to the City's Chief of Police no less than sixty (60) days prior to commencement of the Event. Failure of the Applicant to arrange, secure, and document the required security and traffic control in the time specified herein shall be grounds for City termination of SEP 23-01 and cancellation of the Event at the Applicant's expense.

Parking: The Applicant shall organize and secure sufficient parking for Event participants and spectators during the Event. Any designated Event parking on City streets and/or properties shall have approval from the City's Chief of Police as part of a traffic control plan. Any such parking arrangements on private property shall have written authorization to do so from that property's owner and/or manager with a copy of such written authorization(s) provided to the City's Planning Department and Chief of Police no less than sixty (60) days prior to commencement of the Event. Failure of the Applicant to arrange, secure, and document the required parking in the time specified herein shall be grounds for City termination of SEP 23-01 and cancellation of the Event at the Applicant's expense.

Parking Restrictions: Any "No Parking Tow Away" signs for the Event must be posted a minimum of seventy-two (72) hours prior to the Event. It is the Applicant's responsibility

to organize and coordinate the placement of any/all “No Parking Tow Away” signs with the City’s Public Works and Police Departments. Vehicles will not be towed by the City unless such signs are properly and timely posted as required.

Traffic Control Plan (TCP): The Applicant shall implement and abide by the specifications of the Traffic Control Plan (TCP) as approved by the City’s Chief of Police for the Event. Any modification(s) deemed necessary to an approved TCP shall be subject to review and approval by the City’s Chief of Police. The TCP shall identify all pedestrian entry, paths, and routes and identify the location of traffic control devices including signs, fences, and barricades. The Applicant shall provide and maintain safe pedestrian routes that are protected throughout the entire traffic control area, as identified in the City approved TCP. At those times between Event bike races, City resident and business vehicle and/or pedestrian traffic shall be allowed to traverse the race route to ingress and/or egress the City’s West End District area.

Emergency Vehicle Access: At any time official emergency vehicles (fire, ambulance, police) need to traverse the Event area in response to an emergency in the performance of their duties, the race shall be immediately suspended and such vehicles and emergency response teams shall be granted access into and/or through the Event area without hindrance or delay.

Food & Drink: All food and beverage vendors shall have an active approved license from the Monterey County Health Department. Copies of all vendor approved Health Department licenses shall be provided to the City no later than sixty (60) days prior to the Event. Any vendor at the Event that does not have the appropriate or active County Health Department license shall be subject to immediate ‘cease and desist’ order and closure of that vendor’s activities at the Event. Any vendor(s) serving (free or at cost) alcoholic beverages shall 1) first obtain City approval, and 2) shall have all the appropriate licenses/permits from the California Department of Alcohol and Beverage Control (California ABC) with copies provided to the City prior to the Event.

Event Entertainment & Announcers: The Event is authorized to establish one (1) performance stage. The stage and any tents may be subject to inspection and approval by the City’s Building Official and/or City Fire Department. Any acoustically amplified noise (voice, music, etc.) as part of the Event shall maintain sound level decibels to a reasonable level as to not infringe upon residential dwellings within the City. Any and all entertainment related to the Event shall lower acoustically amplified noise at the direction of the City’s Police Department. Sound testing of audio equipment shall not commence prior to 7:30 a.m. on the morning of the Event. The Applicant shall provide the City with a list of sound/audio equipment to be used at the Event.

Waste Management: The Applicant shall abide by all regulations in SCMC Chapter 13.04 that are applicable to the Event. The Applicant shall coordinate with the City’s franchised waste hauler GreenWaste Recovery (“GWR”) for the provision of individual collection containers for solid waste (garbage), recyclable materials, and organic materials throughout the event, and shall be responsible for the expenses incurred to provide those containers, conduct waste monitoring, and pick-up services for the Event. The Applicant

may utilize volunteers and/or GWR employees (at the Applicant's expense) to ensure that the proper materials are placed in the appropriate containers to avoid contamination.

Restroom Facilities: The Applicant shall provide functioning public restroom facilities for Event participants and spectators sufficient to accommodate the expected level of participants and spectators. At least one (1) such facility shall be ADA (Americans with Disabilities Act) accessible. Signs indicating the availability of these temporary restroom facilities shall be visibly posted. Any portable public restroom facilities and their contents shall be removed from the City no less than one (1) day after the Event.

Public Notification: The Applicant shall perform sufficient public outreach to the businesses and residents within the West End District, informing them of the Event, the Event date, time, and location; the Event set-up and tear down dates and times; traffic management; and road closures and detours for the Event. The Applicant shall provide the City with a copy of all public outreach materials for the Event.

Financial Obligation: Expenses generated by the Event shall be exclusively the responsibility of the Applicant and/or Event sponsors. Any expense(s) incurred by the City resulting from the Event or failure of the Applicant to abide by the requirements of Special Event Permit 23-01 shall be reimbursable and paid in full to the City by the Applicant within that period of time specified by City issued invoice(s), but no less than sixty (60) days after the Event. Failure to reimburse the City in full may lead to legal recourse by the City.

Insurance: The Applicant shall obtain sufficient liability insurance for the Event to the satisfaction of the City Manager and City Attorney. Said insurance shall be effective through the course of setting up for the Event, during the Event, and cleanup time after the Event. Documentation of liability insurance for the Event shall be provided to the City Manager and City Attorney for review and approval no less than two (2) months prior to the event. Failure of the Applicant to secure such liability insurance, as required, shall be grounds for City termination of SEP 23-01 and cancellation of the Event at the Applicant's expense.

Indemnification and Hold Harmless Agreement: The Applicant shall provide a fully executed Indemnification and Hold Harmless Agreement to the City Manager, City Attorney, and City's Chief of Police no less than two (2) months prior to the event. Said Indemnification and Hold Harmless Agreement shall be to the satisfaction of the City Attorney prior to execution. Failure of the Applicant to execute an Indemnification and Hold Harmless Agreement and provide said document to the City, as required, shall be grounds for City termination of SEP 23-01 and cancellation of the Event at the Applicant's expense.

Public Health, Safety, and Welfare: The Applicant shall conduct the Event in such manner, to the best of the Applicant's ability, that it does not pose a threat to the general public's health, safety, and welfare.

Encroachment Permit: The Applicant shall obtain a Sand City Encroachment Permit for the Event from the City's Engineer prior to the Event. Failure of the Applicant to acquire an encroachment permit from the City Engineer shall be grounds for City termination of SEP

23-01 and cancellation of the Event at the Applicant's expense.

Vendor Listing and Business License: The Applicant shall provide the City with a list of all vendors participating in the Event. Said list shall consist of business names, contact name(s), contact phone and/or emails. All vendors selling goods, food, beverages, etcetera at the Event shall obtain a City business license and pay City business license fees prior to the Event. Any vendor operating at the Event without a valid City business license shall be subject to a 'cease and desist' order and closure of that vendor's activities at the Event.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Connie Horca, City Clerk

Mary Ann Carbone, Mayor

This is to certify that the Special Event Permit (SEP) 23-01 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, City Planner

APPLICANT ACCEPTANCE (SEP 23-01)

The Special Event Permit is hereby accepted upon the express terms and conditions hereof, and the undersigned agrees to strictly conform to and comply with each and all of the said terms and conditions therein.

DATED: _____

BY: _____

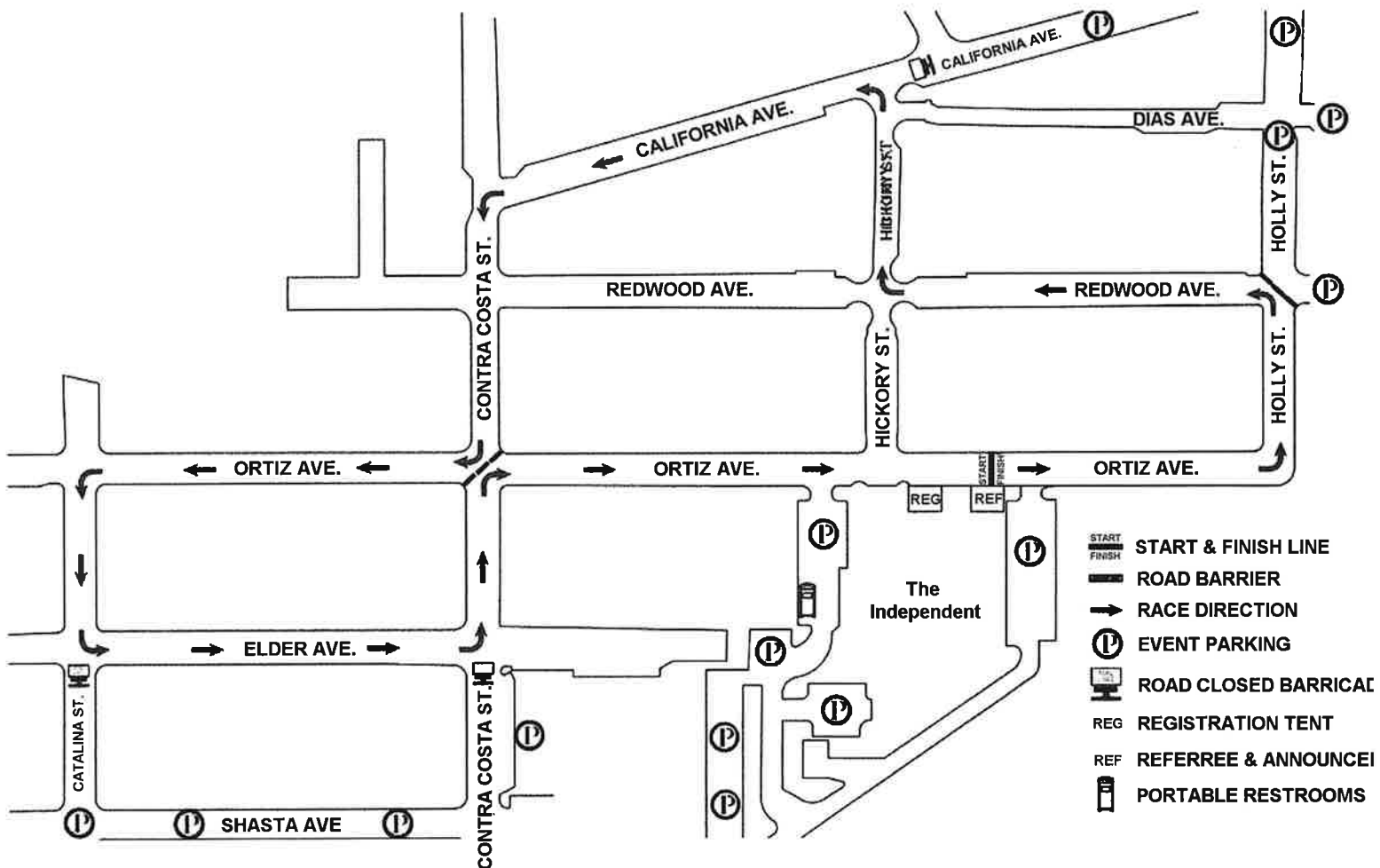
Applicant

RESOLUTION EXHIBIT A

Resolution SC 22-__

Bike Criterium Course Map & Traffic Control

Not at Scale



**AGENDA ITEM
10B.**

**Discussion and Direction regarding the
2023 Mural Festival**



City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
DATE: December 13, 2022 (For December 20, 2022 Council Meeting)
SUBJECT: Discussion and Direction regarding the 2023 Mural Festival

Background:

The City has held three mural festivals since the first one was held in September of 2020. The first festival included six local artists and seven national artists, and produced seven large-scale murals throughout the City's West End. The Council decided to continue the festival in 2021 which was held from August 23-28, 2021, with 31 local national and international artists across 13 walls in the City.

In February of 2022, Council directed the City Manager to enter into a contract with Pat Milbery and Hunter Stevens, operating as SoGnar, Inc. to curate and manage a third festival on August 18-August 25, 2022. SoGnar had also been the curators of the prior two festivals, in close collaboration with the Sand City Arts Committee and City staff.

For the 2022 we. Mural festival, SoGnar proposed 14 artists on 6-8 walls. It also proposed a budget of \$80,000 – a \$15,000 increase from the two prior years. Council approved the increased 2022 budget because of an agreement with SoGnar that it would take on the entire management and execution of the festival from start to finish, with minimal involvement by City staff, in order to free up City staff for their additional responsibilities.

The 2022 we.Mural festival was held in August of 2022. Following the festival, on September 15, 2022, the Sand City Arts Committee met and decided to recommend to the Council that it continue the mural festival in 2023. The Arts Committee is also recommending that the City prepare and issue a request for proposals (RFP) as it desires to explore new opportunities for outside management of the festival. Dawn Peters, Arts Committee member has drafted an RFP attached to this staff report as Exhibit A.

Fiscal Impact:

The entire amount allocated to the mural festival in the 2022-23 budget (\$55,000) has been spent. (The additional \$25,000 was allocated in the 21-22 budget, but not transferred over to FY22-23). The approval of a mural festival for 2023 would require that the City fund the line item 6394-18 with any additional funds it approves when it amends its FY 22-23 budget.

Recommendation:

Staff recommends that the Council discuss the we. mural festival in 2023, and direct staff regarding the following:

- (1) Whether Council desires to continue the we. mural festival in 2023;
- (2) If so, whether Council desires to continue the festival with a similar size (6-8 walls) and a similar budget (\$80,000) as it approved in 2022, or something less. (An exact budget would come back to it for approval at a future council meeting with a contract); and
- (3) If Council desires to continue a mural festival, whether it desires to follow its Arts Committee's recommendation to have staff prepare an RFP for management and curating services.
- (4) If so, does Council direct staff to move forward with an RFP similar to that attached as **Exhibit A.**

SAND CITY RFP We. Mural Festival



REQUEST FOR PROPOSALS:

Event Management and Production for we. Mural Festival IV, 2023,
Sand City, California



Background: The City of Sand City (www.sandcity.org) and the Sand City Arts Committee (Instagram: @sandcityart) sponsor special events throughout the year for our local community. In 2020, during the Covid-19 pandemic, the City hosted its first we. Mural Festival, an outdoor live art exhibit located throughout the West End of our little hamlet by the Pacific Ocean. The festival highlights collaborative artist murals (i.e., “we”) in partnership with local businesses and building owners. We are seeking proposals for the next festival to be hosted in the Fall of 2023.



Intent: SAND CITY is undergoing this RFP process to assess the quality and experience of event management and production companies, with the goal of selecting a preferred consultant to produce we. Mural Festival IV, 2023. Each responding team or firm is asked to submit a proposal for a one-year contract with an option for renewal. Sand City’s goals for this festival are to bring together national and/or international artists to collaborate with local artists from within the Monterey Peninsula and Monterey and/or Santa Cruz Counties. The targeted audience is our local community of all ages. There’s a desire to incorporate ideas for revenue streams during the festival that could partially defray expenses.

SAND CITY RFP We. Mural Festival

The City has historically contributed up to \$80,000 from its general fund towards the festival. The majority (greater than 80%) of potential funds generated during we. Mural Festival IV are put back into designated SAND CITY activities targeted to support local art events whenever possible, including utilizing the Sand City Art Park. Further, the City desire is to maximize publicity for the festival in the media including social media.

Scope of Work: Please review Exhibit A, we. Mural Festival Art Map to understand the layout and scope of previous murals. The City is open to new innovative ideas for the execution of the festival combined with a proven track record of creating and managing an Art Festival.

The City seeks a team/firm/individual to provide the following mural festival curation services:

- Create all promotional materials
- Coordinate and work collaboratively with the Sand City Art Committee, City Staff, City Police Department and the local community as appropriate for planning, media, and festival execution
- Prepare a draft budget and schedule for festival to be approved by the City Manager
- Participate in Sand City Art Committee meetings to obtain guidance and update the Committee
- Locating and assisting the Art Committee select artists based on their skill, execution, capability, style, and diversity, including from local talent
- Locating and selecting sites for murals in Sand City
- Arranging all travel for the artists
- Pairing artists with property owners and facilitating the building owner agreements
- Ensuring the artists' and property owners' contracts are executed prior to the festival commencing
- Coordinating all budget related matters with City Staff
- Organizing the purchasing of and managing all festival supplies and equipment
- Managing the actual event and ensure everything runs smoothly
- Providing all prototype artist renderings for approval cycles
- Providing promotional materials, coordinating marketing and branding
- Locating, organizing and coordinating volunteers
- Providing updates as requested by City staff, Art committee, and City Manager
- Ensuring that any deadlines are met as determined by the City Manager and/or Art Committee
- Ensuring that all walls are prepared and any "paintovers" (removal) of previous murals are completed prior to the start of the festival
- Develop ideas, including other forms of art (e.g. live music, performance, and mixed media) as approved by the City

As the curator, you will be expected to sign the West End (WE) Mural Festival Artist Procurement and Curation Service Agreement which specifically provides the details of the items listed above: Scope of Services, Consultant Fee Schedule, Insurance Requirements, and Agreement for Public Art.

Selection Process and Criteria:

This RFP is for a one-year contract to produce the 2023 Sand City we. Mural Festival IV. If the City finds the business arrangement mutually beneficial, contracts may be renewable annually by approval of the City Council.

SAND CITY RFP We. Mural Festival

Proposals will be evaluated based upon (in no particular order):

- The firm's/team's connections with experienced muralists internationally, nationally and locally
- The firm's/team's experience producing and curating large art events
- The firm's/team's understanding of mural art and what is required to create a mural
- Innovative ideas to boost the festival, including ideas for other art forms and how best to incorporate local artists
- Innovative ideas for boosting revenue sources for the festival
- Experience with obtaining permits to produce festivals and the handling of contracts
- An evaluation of references who are familiar with your work in this field – please provide at least three.

In your response, please answer the following:

1. What is your experience attracting, evaluating, and booking artists for art festivals? Any specific experience booking mural artists?
2. What do you think your firm/team can achieve for the 2023 we. Mural Festival IV that compliments and expands upon previous mural festivals?
3. What is your experience attracting sponsorships for established events?
4. What do you feel is the proper mix for mural artists at the Sand City event? Local, US, International?
5. Do you have any existing relationships to mural artists? If so, with whom?
6. Are you a mural artist yourself? If so, please include images of your work.
7. What creative ideas can you lend to the Sand City Mural Festival that will improve the experience for guests and artists?
8. What is your experience producing and executing an art festival?
9. Who are your key staff/on-site managers and how experienced are they at producing public events?

Contact and Proposal Submission Information:

Sand City City Manager
Vibeke Norgaard
vibeke@sandcityca.org
Email preferred

1 Pendergrass Way
Sand City, CA 93955

Please respond with your proposal no later than **Monday, January 30, 2023 by 5:00pm**

EXHIBIT A: SAND CITY ART MURAL MAP

SAND CITY RFP We. Mural Festival

EXHIBIT A: SAND CITY ART MURAL MAP



we. murals 2022 artists

- 46 Leon Keer 47 Stevie Shao . George Rose 48 Kyle Sanders . Erika Rosendale
49 Adele Renault . PREF 50 Schoph . Loraine Moti 51 Imagine . WOES
52 Pat Milbery . Erik Burke 53 Taylor Reinhold

we. murals 2021 artists

- 6 Nychos . The Art of Chase 7 Maxfield Bala . Hannah Brimer . Pat Milbery 8 John Van Horn . Kaitlin Ziesmer
9 Jose Ortiz . Armando Silva 10 JB Snyder . Josh Wigger 11 Jimbo Phillips . Pat Milbery . Maxfield Bala
12 Lisa Haas . Maryia Crabbe . Cassidy Vincent 13 Basic Lee . Phillip Coupet 14 Jess Soriano . Rachel Corvese
15 Gerardo Zambrano . Natalia Corazza . Arsenio Baca . Art de Sevilla . Avelino Hernandez 16 Justin Lupien . Mike Matfox
17 Adam Gola . Anthony Jimenez . Taylor Paige 18 Matt Floriani . Alberto Vazquez . Megan Goodwin

we. murals 2020 artists

- 1 AugieWK . Jessica Carmen 2 Bryan Gage . Kenton Hoppas 3 Casey Kawaguchi . Nathan Brown
4 Hiero Veiga . Thomas Evans 5 Hannah Eddy . Amanda Valdes 6 Pat Milbery . Frank Signs 7 Hanif Wondir

Public Art and Mural artists

- 8 Hanif Wondir 9 AugieWK 10 Free Library 11 Libby Sofer 12 Frank Signs . Jake . Mr. Kim 13 West End Collab
14 Bryan Gage . Paul Richmond 15 Hiero Veiga 16 Gerardo Zambrano 17 we. collab wall 18 Salvation Army Mural
19 Brandt 20 K.D. Schwartz 21 Pat Milbery 22 Sandlot Dino 23 Krimp Fuentes 24 Greg Hawthorne
25 Art Van 26 Margaret Ghodsi 27 Unknown

- A Post No Bills Craft Beer B Art Park C Community Garden D Sweet Elena's Cafe E Alma del Mar/West End Refill



@sandcityart @sandcityca @artpark_sc



**AGENDA ITEM
10C.**

**Consideration of City RESOLUTION
Authorizing the City Manager to Execute a
Professional Service Agreement with
California Consulting at a cost not to
Exceed \$20,000 to Perform Grant Related
Services**



City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
DATE: December 12, 2022 (For December 20, 2022 Council Meeting)
SUBJECT: Professional Services Agreement for Grant Writing Services

Background:

Sand City's small staff has lacked the capability over the past many years to research, apply for and administer grants that might assist it to fund City projects. The City Manager has met with California Consulting LLC, a California-based full-service grant writing firm. As part of its services, California Consulting conducts grant research and identification, grant writing, grant administration/reporting and post award compliance as well as program evaluation. California Consulting's 26 team members provide grant services for approximately 80 public agencies across California, including the cities of Sausalito, Baldwin Park, Albany, Patterson, Fairfield and Seaside. Its grant writers have written over 1300 grant applications that have resulted in funding.

If Council approves the agreement, California Consulting will consult with the City and identify its funding needs, then match potential federal and state grants to those needs. If authorized to do so by the City, it will then apply for relevant grants and will administer the grants on behalf of the City.

Staff proposes an agreement with California Consulting to secure grants on a per grant basis, plus reimbursement of out-of-pocket expenses. For example: if the grant amount request is between \$50,001 - \$100,000, the cost to the City would be \$5,500. For grant request exceeding \$250,000, the cost will be determined based on the complexity of grant preparation (see page 2 of proposal).

The term of the proposed agreement is until June 30, 2023 and would authorize a not to exceed amount of \$20,000 for the remainder for the 22-23 fiscal year. California Consulting would bill against this amount with its hourly rate of \$150.

California Consulting does also have another payment option: a flat rate fee of \$3,850 per month. However, staff is recommending that the City initially test the waters with California Consulting with a per grant basis. The City can change to the flat rate fee for the following fiscal year if it desires to continue with California Consulting after the end of the 22-23 fiscal year.

CEQA:

The approval of a service agreement does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

The Fiscal Year 2022-2023 budget would require an amendment to line item 5020-02 to add \$20,000 for Grant Procurement Services.

Recommendation:

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a professional services agreement with California Consulting, Inc. in an amount not to exceed \$20,000 annually.

CITY OF SAND CITY

RESOLUTION SC ____, 2022

**RESOLUTION OF THE SAND CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH
CALIFORNIA CONSULTING AT A COST NOT TO EXCEED \$20,000 TO
PERFORM GRANT RELATED SERVICES**

WHEREAS, grant funding through state, federal and private sources provides additional revenue enhancement to cities; and

WHEREAS, California Consulting specializes in the identification and preparation of comprehensive grant applications, and further conducts post award administration; and

WHEREAS, California Consulting serves over 80 clients statewide, is the largest grant writing firm in California and boasts a team of 30 individuals with proven expertise in expertise in representing public agencies and non-profit organizations.

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

- 1) Authorizes the City Manager to enter into the professional service agreement with California Consulting in substantially the same form and as approved by the City Attorney as attached hereto as Attachment 1.
- 2) California Consulting shall maintain a City business license for the duration of the term of the Agreement.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of December, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, City Clerk

**SHORT FORM PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAND CITY AND
(Professional)**

THIS AGREEMENT for consulting services is made by and between the City of Sand City, a California municipal corporation ("City"), and California Consulting, Inc., a California Corporation ("Professional") as of _____, 202_.

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

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 10. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. STANDARD OF PERFORMANCE.

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

Section 4. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed twenty-thousand dollars (\$20,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

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

- 4.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 4.4 Reimbursable Expenses.** Reimbursable expenses, if any, shall not exceed two thousand dollars (\$2,000). Expenses beyond this amount are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 4.5 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 4.6 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 5. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

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

Section 7. INDEMNIFICATION.

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

indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 8. STATUS OF PROFESSIONAL.

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

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

and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

Section 9. LEGAL REQUIREMENTS.

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

Section 10. TERMINATION AND MODIFICATION.

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

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

Section 11. KEEPING AND STATUS OF RECORDS.

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

Section 12. MISCELLANEOUS PROVISIONS.

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

- 12.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 12.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 12.6 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 12.7 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 12.8 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 12.9 Notices.** Any written notice to Professional shall be sent to:
Att. Mr. Samuelian
California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA. 90245

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

12.10 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

12.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A and the insurance requirements attached hereto and incorporated herein as Exhibit B represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.12 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF SAND CITY

PROFESSIONAL

Vibeke Norgaard, City Manager

Steve Samuelian, CEO

Date: _____

Date: _____

Attest:

Connie Horca, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

DRAFT

EXHIBIT A
SCOPE OF SERVICES

DRAFT



A Proposal for City of Sand City

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 30 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.5 billion for our clients since inception. The California Consulting team boasts approximately 25 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1300 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

We propose an agreement for a Per Grant basis, plus reimbursement of out of pocket expenses. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an

hourly rate of \$125.00, not to exceed the total amount of the per grant rate. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.

Municipal Client References – November 2022

California Consulting is privileged to provide municipal references from our current clients.

1. Client Name: City of Fairfield

Contact Name: Dawn La Bar, Special Projects Manager

Contact Number: (707) 428-7749

E-Mail: Local Housing and Allocation Formula

Grant Project Description: dlabar@fairfield.ca.gov

Grant Award: \$3,500,000

2. Client Name: City of Baldwin Park

Contact Name: Manny Carrillo, Director of Park and Recreations

Contact Number: (626) 813-5245 x 314

E-Mail: mcarrillo@baldwinpark.com

Project Description: Prop 68 Statewide Park Development and Community

Revitalization Grant Award: \$2,552,998

3. Client Name: City of Sausalito

Contact Name: Chris Zapata, City Manager

Contact Number: (415) 289-4166

Email: czapata@sausalito.gov

Project Description: Full-Grant Writing Services

4. Client Name: City of Patterson

Contact Name: Ken Irwin, City Manager

Contact Number: (209) 895-8010

E-Mail: kirwin@ci.patterson.ca.us

Project Description: Active Transportation Program (Cycle 2)

Grant Award: \$594,000

5. Client Name: City of Albany

Contact Name: Devora Zauderer, Management Analyst

Contact Number (510) 524-8170

E-Mail: DZauderer@albanyca.org

Services Provided: Full Grant Management Services for Federal and State Grants

EXHIBIT B

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4. **All Policies Requirements.**

4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized

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

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

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

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

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

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

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

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

- Terminate this Agreement.

AGENDA ITEM 10D.

Consideration and Approval of City RESOLUTIONS regarding Implementation of Local Transactions and Use Tax: 1) Adoption of City RESOLUTION Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax at a Rate of One and One-Half Percent 2) Adoption of City RESOLUTION Authorizing the Examination of Sales or Transaction and Use Taxes Records



City of Sand City

STAFF MEMO

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager
DATE: December 9, 2022
FOR: December 20, 2022 Council meeting
SUBJECT: Resolution Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax at a Rate of 1.5%

Discussion:

On July 5, 2022, the City Council unanimously adopted Ordinance No. 22-03 to replace the existing general-purpose transactions and use tax (TUT) at a rate of 1% with a rate of 1.5% subject to adoption by the electorate. On November 8, 2022, a majority of the registered voters in Sand City voted to approve the TUT Ordinance at a rate of 1.5%.

The California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the State of California and will be responsible for administering and collecting the TUT for the City. The Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of the taxes. Furthermore, the Department requires that the City adopt a resolution for the Examination of Sales or TUT taxes records which allows authorized representatives of the City to examine confidential sales or transactions and use tax records of the Department related to TUT collected by the Department. The City had contracted Hinderliter de Lamas and Associates in 2015 to perform this work (Resolution SC 15-42)

CEQA

The approval of the agreements does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact

There is no overall negative fiscal impact associated with the approval of the resolution. The TUT is projected to increase City revenues by approximately \$1.4 million annually. The agreement, which is required by the Department, does require that the City pay the Department "preparatory costs" in an amount not to exceed \$175,000. However, the amount charged is typically less for smaller cities and counties where few notification mailings are required, and is based on staff time, operating expenses, data processing, time, printing and postage associated with the notification to taxpayers within the jurisdictional region of the new tax. For example, the City of Angels Camp has paid \$3,900 and the City of Los Angeles as high as \$18,500. In 2015, the City paid \$7,264.62 in preparatory fees for the implementation of the new tax for the passage of Measure J.

Recommendation:

Staff recommends that Council approve the attached resolutions reaffirming the Transactions and Use Tax Ordinance, authorizing the City Manager to execute each agreement on behalf

of the City, and authorizing the Examination of Sales or Transactions and Use Taxes Records.

Attachments:

Exhibit A: Resolution Authorizing the City Manager to Execute Agreements with the CA.
Department of Tax and Fee Administration

Exhibit B: Resolution Authorizing the Examination of Sales or Transactions and Use Taxes
Records

**CITY OF SAND CITY
RESOLUTION SC ____, 2022**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING THE
CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS
AND USE TAX AT A RATE OF ONE AND ONE-HALF PERCENT (1.5%)**

WHEREAS, on July 5, 2022, the City Council unanimously resolved to approve Ordinance No. 22-03 to replace the Existing General-Purpose Transactions and Use Tax at a Rate of One Percent and Impose a General-Purpose Transactions and Use Tax at a Rate of One and One-Half Percent, to be Administered by the California Department of Tax and Fee Administration, subject to adoption by the Electorate; and

WHEREAS, a majority of the Sand City electors voting at the November 8, 2022 General Municipal Election voted to approve and adopt the Transactions and Use Tax Ordinance at a rate of One and One-Half Percent (1.5 %); and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreement.

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

1. Approval of the Transactions and Use Tax Ordinance is reaffirmed.
2. The “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Sand City on this, ____ day of December, 2022, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Sand City, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Vibeke Norgaard, City Manager

1 Pendergrass Way

Sand City, CA. 93955

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SAND CITY

By _____
(Signature)

(Typed Name)

(Title)

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Sand City has adopted, and the voters of the City of Sand City (hereafter called "City" or "District") have approved by the required majority vote, the City of Sand City Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No.22-03, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

Vibeke Norgaard, City Manager

1 Pendergrass Way

Sand City, CA. 93955

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2023. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SAND CITY

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Vibeke Norgaard
(Typed Name)

City Manager
(Title)

**CITY OF SAND CITY
RESOLUTION SC ___, 2022**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES RECORDS**

WHEREAS, pursuant to Ordinance Number 22-03, 2022 of the City of Sand City (City), and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Sand City deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

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

Section 1.

That the City Manager or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) Sales, Transactions and/or Use Tax Collection and or Administration
- (b) Revenue management, forecasting, and budgeting
- (c) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3.

That Hinderliter de Llamas and Associates (HdL) is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets

all of the following conditions, which are also included in the contract between the City and Hinderliter de Llamas and Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4.

That this resolution supercedes all prior resolutions of the City of Sand City adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to the contract between the City and the Department.

Introduced, approved and adopted this ____ day of December 2022.

ATTEST: (s) _____
[Authorized Title]

I, _____, City Clerk of the City of Sand City, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City of Sand City at a regular meeting of the City Council held on the _____ day of December, 2022, by the following roll-call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

**AGENDA ITEM
10E.**

Consideration of Cancelling Future Council Meeting PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for January 3, 2023 to minimize conflict with the Christmas and New Year's Holiday closure of City Hall, December 23, 2022 – January 2, 2023

**AGENDA ITEM
10F.**

**Comments by Council Members on Items
of Interest to Sand City**

**AGENDA ITEM
10G.**

Upcoming Meetings/Events