

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, DECEMBER 3, 2024

5:30 PM

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

City Council Regular Meeting - Tuesday, December 3, 2024
5:30 PM

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

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

Webinar ID: 883 4910 0938

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

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

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

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

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

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

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

5. CONSENT CALENDAR

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

5A. Approve the City Council Regular Meeting Minutes for November 5, 2024
Draft 11-5-24 Minutes

5B. Approve the Proposed Calendar of City Council Meetings for 2025
Staff Report
2025 Meeting Calendar

5C. Approve a Resolution Authorizing the City Manager to Amend the Agreement with 4Leaf, Inc. to Extend the Terms Until June 30, 2026 and to Include the Addition of $160,000 for Reimbursable Plan Check and Inspection Services for the South of Tioga Project
Staff Report
Resolution
Amendment to the Agreement

5D. Approve a Resolution Approving a Revision to the Current City Council Donation Policy and Approving Current Fiscal Year 2024-25 Donation Requests
Staff Report
Resolution
Revised City Council Donation Policy
Draft Donation Request Form

5E. Approve a Resolution of the Sand City Successor Agency to the Former Sand City Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the Period July 1, 2025 Through June 30, 2026
Staff Report
Resolution
ROPS 25-26
Administrative Budget FY 25-26

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

7A. Assembly Bill AB413 Parking Requirements-Red Curb Assessment Presentation: Rich Deal, Traffic Engineer, 4Leaf Inc.

7B. Overview of Proposed 2024-25 Water Allocation Process Presentation: David Stoldt, General Manager, MPWMD
Presentation

8. PUBLIC HEARING

8A. First Reading of an Ordinance Amending Title 18, Zoning of the Municipal Code to Implement the City of Sand City 2023-2031 (Sixth Cycle) Housing Element and provisions of the West End Overlay District and Parking Plan ***This item will be continued to January 21, 2025***

8B. Approve a Resolution Approving Conditional Use Permit (CUP 23-006) for the Wonderwall Boutique Hotel at 1417 Contra Costa Street
Staff Report
Resolution
Exhibit A Findings of Approval (CUP23-006)
Exhibit B Conditions of Approval (CUP23-006)
Exhibit 2 Location Map
Exhibit 3 Aerial Map
Exhibit 4 Site Photos
Exhibit 5 Wonderwall Planset
Exhibit 6 Renderings
Exhibit 7 Survey
Exhibit 8 MPWMD Non-Residential Water Permit Application
Exhibit 9 Sand City Monthly Water Allocation Report
Exhibit 10 Application
Exhibit 11 Letter of Intent
Exhibit 12 HazMat Questionnaire

8C. Approve a Resolution Approving an Application CUP/CDP 24-002 to Convert 5,431 SQ. FT. of First Floor Retail Commercial Space to Seven (7) Rental Apartments Units (600 Ortiz Avenue; APN 011-233-123; Diversyfund Inc.)
Staff Report
Resolution
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

9. NEW BUSINESS

9A. Approve a Resolution Approving a Professional Service Agreement With Event Santa Cruz to Provide Event Coordination Services for the West End Celebration in an Amount not to Exceed $95,000 and Authorizing the City Manager to Execute Said Agreement
Staff Report
Resolution
RFP
Draft Professional Services Agreement

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

11. CLOSED SESSION
City Council/Successor Agency Board to adjourn to Closed Session regarding:

11A. Conference with legal counsel-existing litigation pursuant to GC §54956.9(d)(1). Number of cases: one. Successor Agency to the Sand City Redevelopment Agency v. Stephenshaw (Case No. 34-2022-80004053)

11B.
Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with California Government Code section 54957.1.

12. ADJOURNMENT

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

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

AGENDA ITEM
5A.

Approve the City Council Regular Meeting Minutes for November 5, 2024

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

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

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

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

1. ROLL CALL

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

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Police Chief David Honda
Engineering Services, Leon Gomez
Planning Services, Brian Foucht, Esme Wahl, and Zane Mortensen
HR/Risk Manager Audrey Cray
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Councilmember Diaz led the Pledge of Allegiance.

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

Mayor Carbone announced:

- There will be no Closed Session, Item 11, at the end of the Regular Meeting.
- Susan Suzka Collins former resident of Sand City passed away and her family has asked for a celebration of life in the Sand City Community Garden in the spring of 2025.

City Manager Vibeke Norgaard announced:

- The City's traffic engineer has reviewed the concerns associated with Pendergrass Way and has concluded there are no dangers or issues.
- Monterey County will not certify the election before the December 3, 2024 City Council Meeting. The swearing in of new officials will take place at the December 17, 2024 City Council Meeting.
- The City met with Senator John Laird, EMC provided a presentation on Sand City projects, and Senator Laird was very positive about Sand City.
- The Façade Improvement Program is moving ahead, applications have been received and Audrey Cray and Matt Papurello are working through them.
- The City has received an additional $100,000 for the bike trail project from MBARD.
- Upcoming dates; December 6, 2024 is the Sand City Tree Lighting and December 13, 2024 is the holiday party.

City Attorney Adam Lindgren announced:

- City Manager Vibeke Norgaard attended the hearing for the Successor Agency litigation regarding the redevelopment loan in Sacramento. The case was argued by Meg Rosequist of Meyers-Nave. The court did not issue a decision. It is uncertain how long it will take to receive a decision and either party could appeal given the size.

4. COMMUNICATIONS

Public comment received from Luke Kilpatrick.

5. CONSENT CALENDAR

No public comment received.

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

5A. Approved the City Council Regular Meeting Minutes for April 4, 2023, April 18, 2023, October 1, 2024, and the Special Meeting Minutes for October 22, 2024

5B. Held second reading and adopted Ordinance SC 24-03 adding Chapter 18.102, “Commercial Cannabis Uses”, adding Section 18.19.030.B. to Chapter 18.19 “Conditional Uses”, and deleting Section 18.69.010, “Medical Marijuana Dispensaries, Delivery, Cultivation, and Sales” in its entirety, and amending Section 18.82.030 “Penalties”, of Title 18, “Zoning”, of the Sand City Municipal Code.

5C. Received annual Military Equipment and Use Update Report.

5D. Approved Resolution SC 24-64 approving the carry forward professional service agreement with EMC Planning Group, Inc. for Fiscal Year 2024-2025 for website design at a cost not to exceed $85,000 through June 30, 2025.

5E. Accepted City/Successor Agency Financial Reports from August 2024

5F. Accepted City/Successor Agency Financial Reports from September 2024

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. PRESENTATION

No public comment received.

7A. Received South of Tioga Hotel Project Update: Tom Jacobson, EKN Development.

8. PUBLIC HEARING

None.

9. NEW BUSINESS

9A. Approve a Resolution Approving a Professional Service Agreement with TL Engineering in the Amount of $18,347 to Perform an Engineering and Traffic Survey (E&TS) Analysis Related Services for the City of Sand City

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council voted 5-0 to approve Resolution SC 24-65 approving a professional service agreement with TL Engineering in the amount of $18,347 to perform engineering and traffic survey (E&TS) analysis related services for the City of Sand City.

9B. Approve a Resolution Approving a Lease Agreement with Moore Twining Associates, Inc. for the Lease of Property Located at 501 Ortiz Avenue and Authorizing the City Manager to Execute the Agreement

No public comment received.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Hawthorne, Council voted 5-0 to approve Resolution SC 24-66 approving a lease agreement with Moore Twining Associates, Inc. for the lease of property at 501 Ortiz Avenue and authorized the City Manager to execute the agreement.

9C. Approve a Resolution Establishing General Procedures and Criteria for the Issuance of Permits for Storefront Retail Commercial Cannabis Business Uses and Authorizing the City Manager to Prepare and Implement Administrative Procedures and Criteria for Review and Issuance of Related Operator Permits

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Council voted 3-2, Mayor Carbone and Vice Mayor Blackwelder dissenting, to approve Resolution SC 24-67 establishing general procedures and criteria for the issuance of permits for storefront retail commercial cannabis business uses and authorized the City Manager to prepare and implement administrative procedures and criteria for review and issuance of related operator permits.

9D. Sand City Coastal Trail Draft Conceptual Plans

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council voted 5-0 providing input on draft conceptual plans and direction and authorization to move to 30% design plans and CEQA documentation.

9E. Sand City Multiuse Trail Conceptual Plans

Public comment received from Luke Kilpatrick.

Council received a presentation of the draft conceptual plans, discussed the trail with staff, and directed staff to advance the plans to 30% design including initiating CEQA documentation.

9F. Approve a Resolution to Amend the Professional Service Agreement with EMC Planning Group, Inc. for Fiscal Year 2024-2027 (Resolution SC 24-50) to Include the Addition of $180,000 for Each Year of the Agreement to Cover Costs Related to Long-Range Planning and Special Projects Through June 30, 2027

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Hawthorne and seconded by Vice Mayor Blackwelder, Council voted 5-0 to approve Resolution SC 24-68 amending the professional service agreement with EMC Planning Group, Inc. for Fiscal Year 2024-2027 (Resolution SC 24-50) to include the addition of $180,000 for each year of the agreement to cover costs related to long-range planning and special projects through June 30, 2027.

9G. Consideration and Approval for the Cancellation of the January 7, 2025 Regular City Council Meeting

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Vice Mayor Blackwelder, Council voted 5-0 to approve the cancellation of the January 7, 2025 Regular City Council Meeting.

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

11. CLOSED SESSION

Closed Session was not held.

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

11A.
Conference with real property negotiators pursuant to Government Code Section 54956.8 Property: 1715 & 1717 Contra Costa Street, APN's 011-231-020 & 021; City Negotiators: City Manager Vibeke Norgaard, City Attorney Adam Lindgren, Negotiating Parties: Kelly Morgan Trust Negotiation: Price and terms of payment

11B.
Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with California Government Code section 54957.1

12. ADJOURNMENT

Council adjourned the meeting at 8:09 PM.

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Approve the Proposed Calendar of City Council Meetings for 2025

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kerry Lindstrom, City Clerk
SUBJECT: Proposed Calendar of City Council Meetings for 2025
DATE: December 3, 2024

BACKGROUND/DISCUSSION:
Sand City Municipal Code Chapter 2.04 states that the Council and Successor Agency meet regularly on the first and third Tuesdays of every month but that Council has discretion to adjust this schedule by adjourning some of the meetings. (SCMC section 2.04.010). The attached proposed calendar provides for City Council meetings on the first and third Tuesdays of the month with some exceptions.

In keeping with past practice due to holidays and the California League of Cities annual conference, several meetings are proposed to be cancelled as indicated on the calendar. Staff will update the calendar in the event of the cancellation of an additional council meeting, approved by Council.

If approved, the calendar will be posted on the City's website.

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

FISCAL IMPACT:
None – while there is a cost savings to the City when a Council meeting is cancelled due to less time spent by outside consultants attending several meetings in a month, the cancellations proposed are in line with the City's past practice and thus do not reflect a change that has a financial impact.

RECOMMENDATION:
Adopt the proposed calendar of City Council Meetings for 2025.

ATTACHMENTS:
1. 2025 Meeting Calendar

Sand City Calendar 2025

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

City Council Regular Meetings – First and Third Tuesdays of the Month	Public Safety Committee - Second Tuesday of March, June, September, and December
City Barbecue – May 17, 2025	West End Celebration – August 23-24, 2025
Tree Lighting Ceremony – December 5, 2025	Canceled City Council Meetings

AGENDA ITEM
5C.

Approve a Resolution Authorizing the City Manager to Amend the Agreement with 4Leaf, Inc. to Extend the Terms Until June 30, 2026 and to Include the Addition of $160,000 for Reimbursable Plan Check and Inspection Services for the South of Tioga Project

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Audrey Cray, HR/Risk Manager
SUBJECT: Authorize an Amendment to the Professional Service Agreement (PSA) with 4LEAF, Inc for Plan Check and Inspection Services to the City for the South of Tioga Project.
DATE: December 3, 2024

BACKGROUND/DISCUSSION:
4LEAF, Inc has been providing plan check and inspection services to the City for the South of Tioga project since September 24, 2019. The original terms of the Agreement allowed for the Agreement to be reviewed and renewed annually until the completion of the last development phase of the South of Tioga Project.

Since the inception of the Agreement, there have been two amendments to the terms of the agreement. Staff has identified a need for a third amendment to the agreement to increase the total reimbursable contract amount by $160,000 for a total not to exceed cost of $500,000. Staff also felt that since there are only six months left on the terms of the Agreement, extending the term to June 30, 2026 was warranted at this time since the project will not be complete by the current term expiration date of June 30, 2025.

CEQA:

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

FISCAL IMPACT:
The expected additional amounts of approximately $25,000 for FY 24/25 will be brought forward during the mid-year budget process. However, since these funds are fully reimbursable, there will be no impact to the General Fund Operating Budget.

RECOMMENDATION:
Staff recommends **APPROVAL** of the attached resolution to authorizing the City Manager to amend the Agreement with 4LEAF, Inc to extend the terms until June 30, 2026, and to include the addition of $160,000 for reimbursable plan check and inspection services for the South of Tioga Project.

ATTACHMENTS:

A. Resolution
B. Amendment to the Agreement

CITY OF SAND CITY
RESOLUTION SC 24-__, 2024
AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH 4LEAF, INC TO EXTEND THE TERMS UNTIL JUNE 30, 2026 AND TO INCLUDE THE ADDITION OF $160,000 FOR REIMBURSABLE PLAN CHECK AND INSPECTION SERVICES FOR THE SOUTH OF TIOGA PROJECT

WHEREAS, 4LEAF, Inc has been providing plan check and inspection services to the City for the South of Tioga Project ("Agreement") since September 24, 2019; and

WHEREAS, the current Agreement is set to expire on June 30, 2025; and

WHEREAS, it is in the best interest of the City to continue operating under the existing agreement through June 30, 2026; and

WHEREAS, this does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378.

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

1. The City Manager is authorized to execute the third amendment to the Professional Service Agreement with 4LEAF, Inc for the South of Tioga Project in substantially the same form as shown in Attachment B, subject to review and approval of the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of December 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH 4LEAF, INC TO PROVIDE PLAN CHECK AND INSPECTION SERVICES TO THE CITY OF SAND CITY FOR THE SOUTH OF TIOGA PROJECT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "**Amendment**"), dated December 3, 2024, amending that certain PROFESSIONAL SERVICES AGREEMENT ("**PSA**") entered into on September 24, 2019 by and between the City of Sand City, a California municipal corporation (the "**City**") and 4Leaf, Inc. ("**Consultant**"). The City and the Consultant are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the current Agreement expires on June 30, 2025; and

WHEREAS, the parties wish to amend the payment terms and agreement term dates; and

WHEREAS, it is the best interest of the City to continue operating under the existing agreement through June 30, 2026; and

WHEREAS, this does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378.

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

Section I. TERM "Term" is revised in its entirety as follows:

The term of the agreement will begin on September 24, 2019 and shall end on June 30, 2026, unless it is terminated by either party in accordance with the terms specified within this Agreement. This agreement may be reviewed and renewed annually until the completion of the last development phase of the South of Tioga Project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

Section VI. PAYMENT. "Payment" is revised in its entirety as follows:

A. The City agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent

on the above tasks. This amount shall not be in excess of Five Hundred Thousand Dollars ($500,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by City in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Section 2. Effect

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

Section 3. General Provisions.

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

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

CITY
City of Sand City

By: _____
Vibeke Norgaard
City Manager

CONSULTANT
4Leaf, Inc

By:_____
Kevin Duggan
President

AGENDA ITEM
5D.

Approve a Resolution Approving a Revision to the Current City Council Donation Policy and Approving Current Fiscal Year 2024-25 Donation Requests

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Audrey Cray, HR/Risk Manager
SUBJECT: Council Donations Policy
DATE: **December 3, 2024**

BACKGROUND/DISCUSSION:

On May 7th, 2024, City Council approved a City Council Donation Policy. Staff has identified a need to make some revisions to the original policy that clarifies the process for the requestor as well as changed the Council approval process for donations.

Under the current donations policy, a total amount in the City's annual budget ($6,000) would be set for donations requested by the Mayor ($2,000), and each City Council member ($1,000). The donations made from these funds would not be donations by the individual official, they would be donations by the City that were initiated by the requester.
The changes to the policy include requiring only donation requests above $500 to be approved by the City Council, twice per year with anything $500 and below only requiring the City Manager's approval. Other significant changes include removing language under Post Funding Requirements that would require an extensive amount of work from City staff as well as from the

The following is a list of the donation requests submitted through November 2024 that need City Council approval under the current policy:

- $1,000 Arts Council of Monterey County – Councilmember Greg Hawthorne
    - FY 24/25 Funds Expended
- $500 United Way Monterey County – Councilmember Elizabeth Sofer
    - $500 remaining for FY 24/25
- $500 Arts Council of Monterey County – Mayor Mary Ann Carbone
- $500 Community Human Services – Mayor Mary Ann Carbone
    - $1,000 remaining for FY 24/25

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

FISCAL IMPACT:
The approved allocation of $6,000 was included in the Fiscal Year 2024-25 budget.

RECOMMENDATION:

Approve resolution amending the current City Council Donation Policy and approve the first of two fiscal year donation request submittals.

ATTACHMENTS:

1. Resolution
2. Donations policy
3. Draft Donation Request Form

CITY OF SAND CITY
RESOLUTION SC___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A REVISION TO THE CURRENT CITY COUNCIL DONATION POLICY AND APPROVING CURRENT FISCAL YEAR 2024-25 DONATION REQUESTS

WHEREAS, on May 7, 2024, the City Council adopted Resolution SC 24-26 approving the City Council Donation Policy; and

WHEREAS, Staff has identified the need to revise the City Council Donation Policy to remove date parameters and other items making the City Council Donation Policy difficult to administer; and

WHEREAS, the City Council desires to continue with the City Council Donation Policy to support programs and services that benefit the City of Sand City community.

WHEREAS, the City Council has received four donation requests from local non-profit agencies, Arts Council of Monterey County $1,000, United Way of Monterey County $500, Arts Council of Monterey County $500, Community Human Services $500 and per the current City Council Donation policy, is required to receive City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the revision of the City Council Donation Policy and approves the current donation requests submitted through December 1st, 2024.

BE IT FURTHER RESOLVED that the City Council of Sand City does hereby approve the requested revision of the City Council Donation Policy, attached as Exhibit A, and authorize the approval of the four donation requests.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of December 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Exhibit A

City Council Donation Policy

PUBLIC PURPOSE

Sand City recognizes, appreciates, and hereby finds and declares the value of local community members who provide community services and programs that benefit the community and enrich the well-being of its residents. These programs present valuable benefits and consideration while fulfilling public purposes that the City Council and each member deem substantial and material value to Sand City. All donations of City funds to non-profit organizations or other public agencies shall be made through the application process as outlined in this Policy, the purpose of which is to:

- Establish a City Council Donation Policy and guidelines for disbursement of discretionary funds approved by the City Councilmembers to support programs and services that benefit the City of Sand City community;
- Provide Council and staff with clear direction in considering and responding to requests for assistance; and
- Streamline the City's donation procedures and ensure transparency in the use of public funds.

DONATION BUDGET

Each fiscal year, the allowable budget for City Council donations will not exceed $6,000 and will be allocated as follows:

- Mayor - $2,000 per Fiscal Year
- City Council - $1,000 per Councilmember per Fiscal Year

Any amount exceeding $500 per donation will be brought forward for City Council approval. Any donation of $500 or below will require the City Manager's approval.

The Mayor and Council members shall submit their forms for requested donation expenditures to the Finance Department. The City Manager or Designee will review the forms and allocate the funds to the selected organizations after bringing the list of donations (exceeding $500) to Council for its approval twice per fiscal year. Any funds that remain unallocated by June 1 of each year will be allocated by the City Manager, to eligible organizations at the City Manager's discretion.

REQUIREMENTS/PUBLIC BENEFIT

Requests for donations must be submitted in writing using the City application form. Requests for donations over $500 will be considered by the City Council during a regularly scheduled meeting twice per fiscal year. By law, all public funds, no matter how awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that is open and accessible to all public members regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction. It is imperative that the entity receiving funding through this program demonstrates the benefit that funded programs or services will have on the Sand City community.

DRAFT

To be an eligible donation, the organization to which the donation is made must fulfill the requirements set forth below. The City Manager or his/her designee shall review the request for donations and has the ultimate decision-making authority on whether the organization satisfies these requirements :

- A non-profit organization as described by the Internal Revenue Sections such as 501 (c)(3) or an intergovernmental agency.
    - If a 501 (c)(3), only non-profit organizations that provide a community benefit to the City of Sand City.
- The organization must be non-discriminatory, and non-political in nature.
- The organization must be have a local affiliation or benefit within the City , for example:
    - The organization complements or enhances a service that the City also provides; or
    - The organization provides a service that benefits the community but which the City does not provide.

The donation may not personally benefit the Mayor, a Councilmember, Staff Member or any relative of same. The donations will not be made in the name of the individual official but will be donations by the City.

This policy does not apply to payments for staff and/or Council to attend events held by non-profits, e.g., the purchase of tickets or a table at the Chamber of Commerce lunch which decision is made by the City Manager with consideration of budgeted funds for events.

POST FUNDING REQUIREMENTS

If the City has reason to believe the funds were not expended in accordance with this Policy, the awardee will be required to refund the award. The City reserves the right to request additional backup information to substantiate how funds received from the City were expended. Failure to provide proper documentation, and/or to utilize the funds for the intended purpose may jeopardize future funding opportunities.

The City Manager's will maintain the pertinent records for the City Council Discretionary Funds, which are public records.

DRAFT

City of Sand City - Donation Request Form

Name of Organization:

Full Address (same as W9 Form):

Street Number and Name

City

State

Zip Code

Contact Person:

Contact Person Phone Number:

Tax ID of Non Profit Requesting Donation:

Total Amount Requested:

How will the Donations/Sponsorship be used? The donation must primarily serve a public purpose:

What is the benefit to the City of Sand City?

Requested By: **Date:**

AGENDA ITEM
5E.

Approve a Resolution of the Sand City Successor Agency to the Former Sand City Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the Period July 1, 2025 Through June 30, 2026

City of Sand City

Staff Report

TO: Successor Agency Chair and Agency Members
FROM: Vibeke Norgaard, City Manager
DATE: December 3, 2024
SUBJECT: Resolution Approving the Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the period July 1, 2025 - June 30, 2026

Background/Discussion:

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

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

ROPS 25-26
Successor Agency staff has prepared a proposed ROPS for the period of July 1, 2025 through June 30, 2026 ("**ROPS 25-26**"), substantially in the form shown in Attachment "2." The ROPS 25-26 follows the form prescribed by the California Department of Finance ("**DOF**") and incorporates the remaining obligations identified in the previous ROPS. The ROPS 25-26 is separated into two annual periods known as ROPS 25-26A (July 1, 2025-December 30, 2025) and ROPS 25-26B (January 1, 2026 – July 30, 2026).

For the period 25-26A (July – December), the Successor Agency is requesting funding for the following obligations:

Line 3	Sand City Admin. Cost Allowance	$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	$ 182,261
Line 13	Sand City Redevelopment Project (City Loan)	$ 625,000
Line 26	Series 2017 Refunding Tax Allocation Bonds	$ 716,803
Line 27	Fiscal Agent Fees – 2017 Bonds	$ 2,100
Total Requested RPTTF Funding		$ 1,279,318
Total coming from Reserves		$ 358,401
Total from Other Funds		$ 13,444
Total for ROPS 25-26A		**$ 1,651,164**

For the period 25-26B (January – June), the Successor Agency is requesting funding for the following obligations:

Line 3	Sand City Admin. Cost Allowance	$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	$ 182,261
Line 22	Bond Disclosure Services (HdL)	$ 5,000
Line 26	2017 Refunding Tax Allocation Bonds	$ 377,848
Total Requested RPTTF Funding		$ 690,109
Total for ROPS 25-26B		**$ 690,109**

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

Administrative Budget 25-26

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2025 and continuing through June 30, 2026 ("FY 25-26 Administrative Budget"), substantially in the form shown in Attachment "3", attached hereto and incorporated herein by this reference.

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

Oversight Board and Department of Finance (DOF) Review

Pursuant to Section 34177 and 34180(g) of the Health & Safety Code, the ROPS 25-26 and Administrative Budget 25-26 have been submitted to the Oversight Board for consideration and approval at its January 16, 2025 meeting.

Applicable law requires that the ROPS 25-26 be submitted to DOF and the State Controller's office, after approval by the Oversight Board, no later than February 1, 2025. The DOF has until April 15, 2025 to make a determination on the ROPS 25-26.

CEQA:

Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS 25-26, the Successor Agency has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the amendment is merely the adoption of annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Fiscal Impact:

Total RPTTF requested on ROPS 25-26 of $1,969,427 is necessary to satisfy enforceable obligations. If the attached ROPS 25-26 is approved by the Sand City Successor Agency, the Oversight Board and the Department of Finance, the fiscal impact will be reflected during the fiscal year 2025-26 for the amount approved.

Recommendation:

Staff seeks Successor Agency approval of the attached Resolution approving the Recognized Obligation Payment Schedule (ROPS 25-26) and Administrative Budget for the period July 1, 2025 through June 30, 2026.

Attachments:
1. - Resolution No. 24- ___
2. - ROPS 25-26
3. - Administrative Budget FY 25-26

SAND CITY SUCCESSOR AGENCY
RESOLUTION SA ____, 2024

RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY TO THE FORMER SAND CITY REDEVELOPMENT AGENCY, APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

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

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

WHEREAS, the Dissolution Act requires the Successor Agency to prepare and adopt a "Recognized Obligation Payment Schedule" ("**ROPS**") that lists all obligations of the former Redevelopment Agency that are enforceable within the meaning of subdivision (d) of Section 34171 for twelve month periods, including July 2025 through June 2026; and

WHEREAS, applicable law requires that the ROPS for the period July 1, 2025 through June 30, 2026 be submitted to the Department of Finance and the State Controller's office, after approval by the by the Consolidated Oversight Board of the County of Monterey ("**Consolidated Oversight Board**"), no later than February 1, 2025 or be subject to penalties; and

WHEREAS, the Successor Agency staff has prepared the ROPS 25-26 attached as Exhibit "A" and incorporated herein by reference and a FY 2025-26 Administrative Budget attached as Exhibit "B" and incorporated herein by reference for the fiscal period commencing on July 1, 2025 and continuing through June 30, 2026; and

WHEREAS, the ROPS 25-26 and the FY 2025-26 Administrative Budget are not considered projects under the California Environmental Quality Act (CEQA) and therefore no environmental analysis is necessary.

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

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

SECTION 2. The Successor Agency finds the items on the ROPS 25-26 and the FY 2025-26 Administrative Budget are necessary for the continued administration of the ongoing enforceable obligations and the expeditious winding-down of the affairs of the former Redevelopment Agency.

SECTION 3. The Successor Agency hereby approves the attached Recognized Obligation Payment Schedule for the period July 1, 2025 through June 30, 2026 ("**ROPS 25-26"**) (Exhibit "A"). Pursuant to Health & Safety Code Section 34173, the Successor Agency's liability, including, but not limited to, its liability for the obligations on the attached schedule, is limited to the total sum of property tax revenues it receives pursuant to Part 1.85 of AB X1 26.

SECTION 4. The Successor Agency hereby approves the attached FY 2025-26 Administrative Budget (Exhibit "B").

SECTION 5. The Successor Agency hereby authorizes and directs the Clerk of the Successor Agency to forward the ROPS 25-26 and the FY 2025-26 Administrative Budget to the Consolidated Oversight Board for consideration at its January 20, 2025 meeting and, following final approval and any amendments by the Consolidated Oversight Board, to the County of Monterey Auditor Controller, State Controller's Office, and the California Department of Finance, to place the ROPS 25-26 and FY 2025-26 Administrative Budget on the Sand City website, and to take such other actions on behalf of the Successor Agency as may be necessary in accordance with applicable law.

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

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

PASSED AND ADOPTED by the Sand City Successor Agency on this ___, day of December 2024, by the following vote:

AYES: Agency Members
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Chair of the
Successor Agency

ATTEST:

_____
Kerry Lindstrom
Clerk of the Successor Agency

Exhibit A
Recognized Obligation Payment Schedule (ROPS) 25-26

Exhibit B
Administrative Budget for July 1, 2025 through June 30, 2026

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: **Sand City**
County: Monterey

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25 A Total (July - December)	24-25 B Total (January - June)	ROPS 24-25 Total
A	**Enforceable Obligations Funded as Follows (B+C+D):**	**$ 371,845**	**$ -**	**$ 371,845**
B	Bond Proceeds	-	-	-
C	Reserve Balance	358,401	-	358,401
D	Other Funds	13,444	-	13,444
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G):**	**$ 1,279,318**	**$ 690,109**	**$ 1,969,427**
F	RPTTF	1,167,762	565,109	1,732,871
G	Administrative RPTTF	111,556	125,000	236,556
H	**Current Period Enforceable Obligations (A+E):**	**$ 1,651,164**	**$ 690,109**	**$ 2,341,273**

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

Name Title

Signature Date

Sand City Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	**ROPS 25-26 Total**	**25-26 A (July - December)**					**25-26 A Total**	**25-26 B (January - June)**					**25-26 B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								14,926,951		**$ 2,341,273**	**-**	**358,401**	**13,444**	**1,167,762**	**111,556**	**$ 1,651,164**	**-**	**-**	**-**	**565,109**	**125,000**	**$ 690,109**
2	2008B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	1/18/2008	11/01/2023	US Bank	Finance Redevelopment Activities	Sand City	-	Y	$ -	-	-	-	0	-	$ -	-	-	-	-	-	$ -
3	Administrative Cost Allowance	Admin Costs	2/1/2012	06/30/2027	City acting as Successor Agency	Administrative Cost Allowance	Sand City	500,000	N	$ 250,000	-	-	13,444	-	111,556	$ 125,000	-	-	-	0	125,000	$ 125,000
10	McDonald Coastal Project	OPA/DDA/Construction	6/20/2001	07/20/2037	John King - DDA	Contingency Reimbursement	Sand City	1,454,766	N	$ -	-	-	-	-	-	$ -	-	-	-	-	-	$ -
11	Tax Sharing Agreement	Litigation	5/18/1989	12/31/2027	City of Seaside	Judgment Entered 1-19-2016	Sand City	911,303	N	$ 364,522	-	-	-	182,261	-	$ 182,261	-	-	-	182,261	-	$ 182,261
12	Sand City Redevelopment Project	City/County Loan – (Prior 06/28/11) Cash Exchange	01/20/1987	07/20/2037	City of Sand City	Repay loans for Staff and Facilities	Sand City	3,628,058	N	$ -	-	-	-	-	-	$ -	-	-	-	-	-	$ -
13	Sand City Redevelopment Project	City/County Loan – (Prior 06/28/11) Cash Exchange	01/30/2008	07/20/2037	City of Sand City	Repay for Monetary Loans (Seaside)	Sand City	6,839,497	N	$ 625,000	-	-	-	625,000	-	$ 625,000	-	-	-	-	-	$ -
22	Bond Disclosure Services	Fees	05/18/1989	11/01/2027	RSG	Annual continuing disclosure/dissemination agent services for bond issues	Sand City	10,000	N	$ 5,000	-	-	-	-	-	$ -	-	-	-	5,000	-	$ 5,000
23	PERS Unfunded Liability-Pension	Unfunded Liability	05/18/1989	11/01/2027	Sand City	Unfunded liability due to PERS	Sand City	-	N	$ -	-	-	-	-	-	$ -	-	-	-	-	-	$ -
24	PERS Unfunded Liability-OPEB	Unfunded Liability	05/18/1989	11/01/2027	Sand City	Unfunded liability due to OPEB	Sand City	-	N	$ -	-	-	-	-	-	$ -	-	-	-	-	-	$ -
25	CalPERS	Unfunded Liability	01/27/2017	12/31/2017	Bartel Associates, LLC	Actuarial Study to determine the Unfunded accrued liability related to CalPERS	Sand City	-	N	$ -	-	-	-	-	-	$ -	-	-	-	-	-	$ -
26	Subordinate Tax Allocation Refunding Bonds, Series 2017	Bonds Issued On or Before 12/31/10	08/10/2017	11/01/2027	US Bank	Refunded bonds	Sand City	1,578,878	N	$ 1,094,651	-	358,401	-	358,401	-	$ 716,803	-	-	-	377,848	-	$ 377,848
27	Fiscal Agent Fees	Fees	08/10/2017	11/01/2027	US Bank	Bond Fiscal Agent Fees	Sand City	4,450	N	$ 2,100	-	-	-	2,100	-	$ 2,100	-	-	-	-	-	$ -

Sand City Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other	RPTTF	
	Cash Balance Information for ROPS 22-23 Actuals (07/01/22 - 06/30/23)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/22)	1,283,123		272,500	96,291	12,410	E: RPTTF Retained from 21-22 as Reserve for ROPS 22-23 Bond Debt Service (Items 2 and 26, $272,500) F: Other Funds Reserved for ROPS 22-23 ($77,954) + Ending Other Funds Balance 21-22 ($18,337) G: PPA 19-20 applied to ROPS 22-23 ($12,410)
2	Revenue/Income (Actual 06/30/23) RPTTF amounts should tie to the ROPS 22-23 total distribution from the County Auditor-Controller during June 2022 and January 2023.	18,060		-	13,444	1,391,368	F: Interest earned in 22-23 ($13,444) G: RPTTF received for ROPS 22-23 ($1,391,368)
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)	8,106		272,500	77,954	913,312	E: RPTTF Retained from 21-22 as Reserve for ROPS 21-22 Bond Debt Service ($272,500) F and G: ROPS 22-23 RPTTF expenditures match PPA, less reserve amount retained for ROPS 23-24
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	1,293,077		-	18,337	482,811	F: Other Funds Reserved for ROPS 23-24 Item 3 ($18,337) G: RPTTF Reserve held for ROPS 23-24 Debt Service (Items 22 and 26) ($482,811)
5	ROPS 22-23 RPTTF Balances Remaining (PPA)					7,655	G: PPA 22-23 ($991) + PPA 21-22 ($6,489) + PPA 20-21 ($175)
6	**Ending Actual Available Cash Balance (06/30/23)** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)**	$ -	$ -	$ -	$ 13,444	$ -	F: Other Funds Ending Balance 22-23

Exhibit B - SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAND CITY	
PROPOSED ADMINISTRATIVE BUDGET	
July 1, 2024 through June 30, 2025	
EMPLOYEE COSTS:	
Salaries	$49,597.50
Deferred Compensation	$630.00
PERS Retirement	$6,408.75
Medicare	$1,005.00
Health	$10,455.00
Dental	$743.25
Vision	$125.25
LTD	$386.25
Life	$77.63
Workers Comp	$3,375.00
Fitness	$191.25
Auto	$450.00
SUBTOTAL	$73,444.88
SUPPLIES & SERVICES:	
Audit Services	$7,500.00
Attorney/Legal Services	$132,000.00
Mgmnt/Consultant Services	$29,305.12
Office Supplies	$500.00
Implementation of LRPMP/EMC	$2,500.00
SUBTOTAL	$171,805.12
ALLOCATED COSTS:	
Technical Support	$500.00
Liability Insurance	$2,500.00
Property Insurance	$250.00
Misc. Expense (Property/Taxes/Expenses)	$1,500.00
SUBTOTAL	$4,750.00
TOTAL	**$250,000.00**

AGENDA ITEM
7A.

Assembly Bill AB413 Parking Requirements-Red Curb Assessment Presentation: Rich Deal, Traffic Engineer, 4Leaf Inc.

AGENDA ITEM
7B.

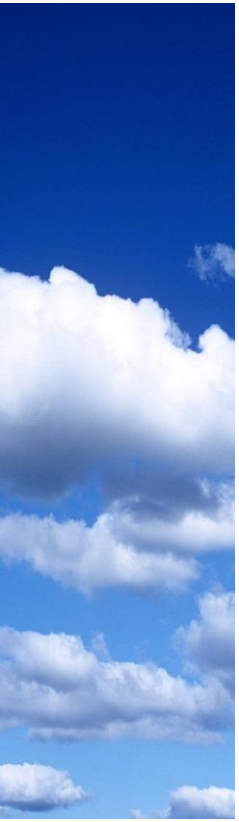
Overview of Proposed 2024-25 Water Allocation Process Presentation: David Stoldt, General Manager, MPWMD

Overview of Proposed 2024-25 Water Allocation Process

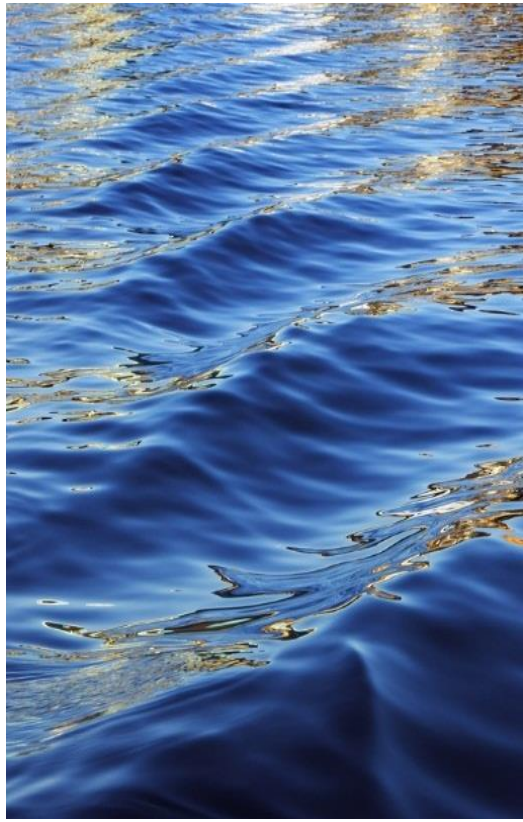
City of Sand City

David J. Stoldt
General Manager

December 3, 2024





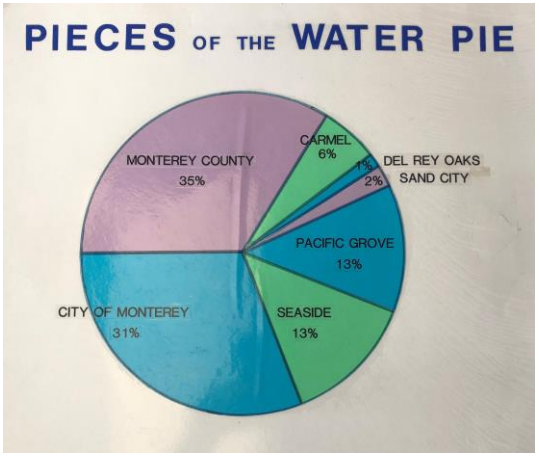


Allocation and the Permit Process

District History of Water Allocation

- 1980s – Each jurisdiction was assigned a portion of existing water supply so each could plan for future with a known amount of water.
- 1985 – District initiates review of building plans to determine capacity to use water
- 1990 – District develops “Allocation EIR” to determine viable capacity of existing supplies and to determine mitigations required
- 1993 – Moves to allocation of new supplies. e.g. Paralta Well

Photo of a poster from the 1980s:



Why Do We Allocate Water?



How is an Allocation Like a Bank Account?



Bank Statement

ABC BANK
123 St., Apple Avenue
Newtown, NY

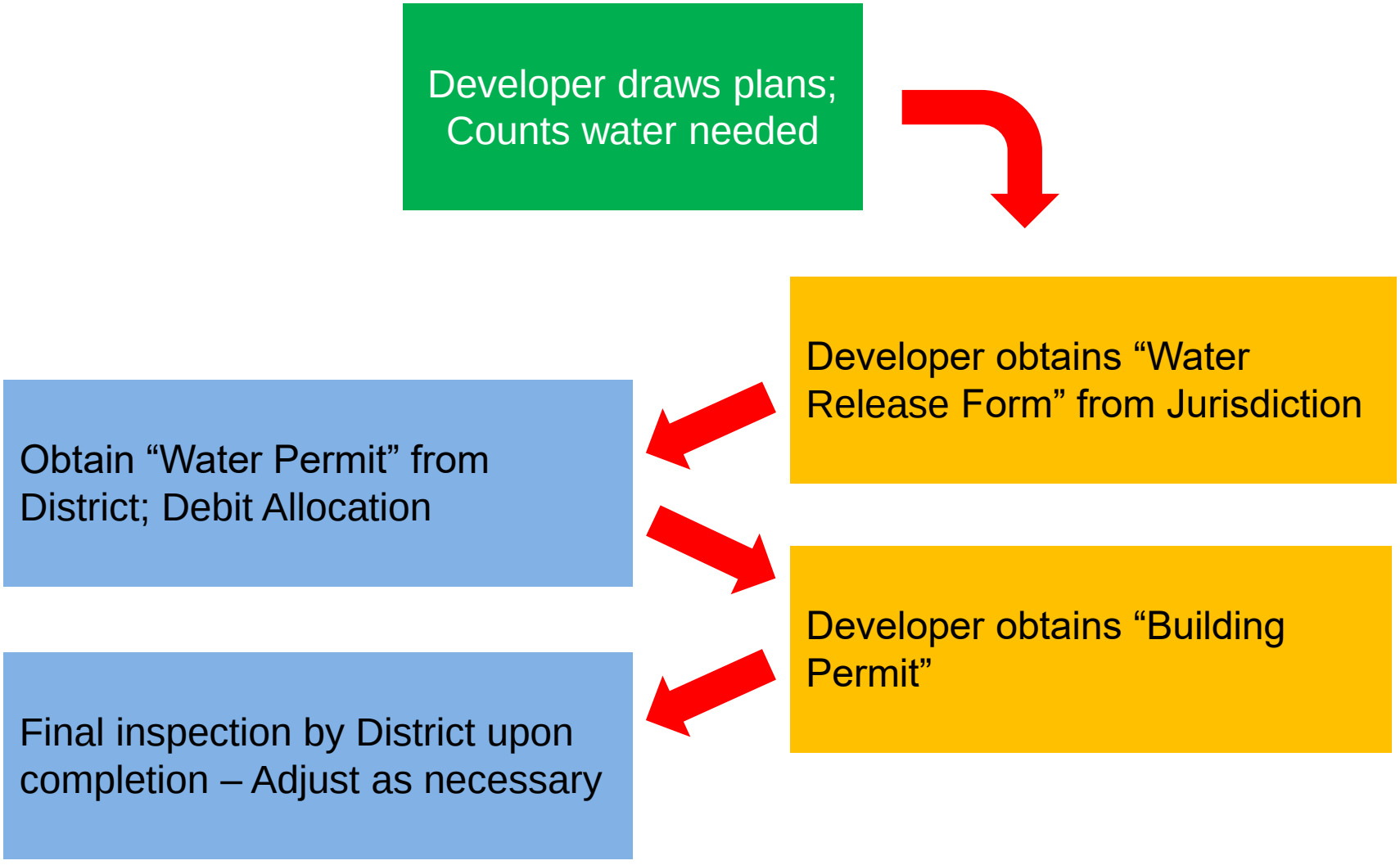
Account No. 0123456789

Date	Particulars	Debit	Credit
Nov 15	Transfer from Branch		$10,000.00
Oct 25	12563	5.00	
Oct 10	Cheque Book	650.00	
Sept 2	12364	800.00	

wikiHow

- District places allocation into Jurisdiction's account (a credit)
- As Jurisdiction authorizes water for projects, utilizing a "Water Release Form," District debits Jurisdiction's account
- As Jurisdiction's account balance diminishes, it may request a new allocation (credit) from the District
- As available unallocated supply diminishes, a new water supply project must be brought online

How Does an Allocation Affect the Permit Cycle?



What Brings Us to Allocation of New Water?



Tentative Schedule



	Item
September 12	Technical Advisory Committee meeting
October 21	Update to District Board
Oct/Nov	Visit Board of Supervisors/City Councils
November 18	Follow-Up to District Board
December 16	First Reading of Ordinance
January 27	Second Reading of Ordinance
30 Days Later	Ordinance Becomes Effective
Q4 2025	PWM Expansion Online

Allocations Will Not Solve Everything

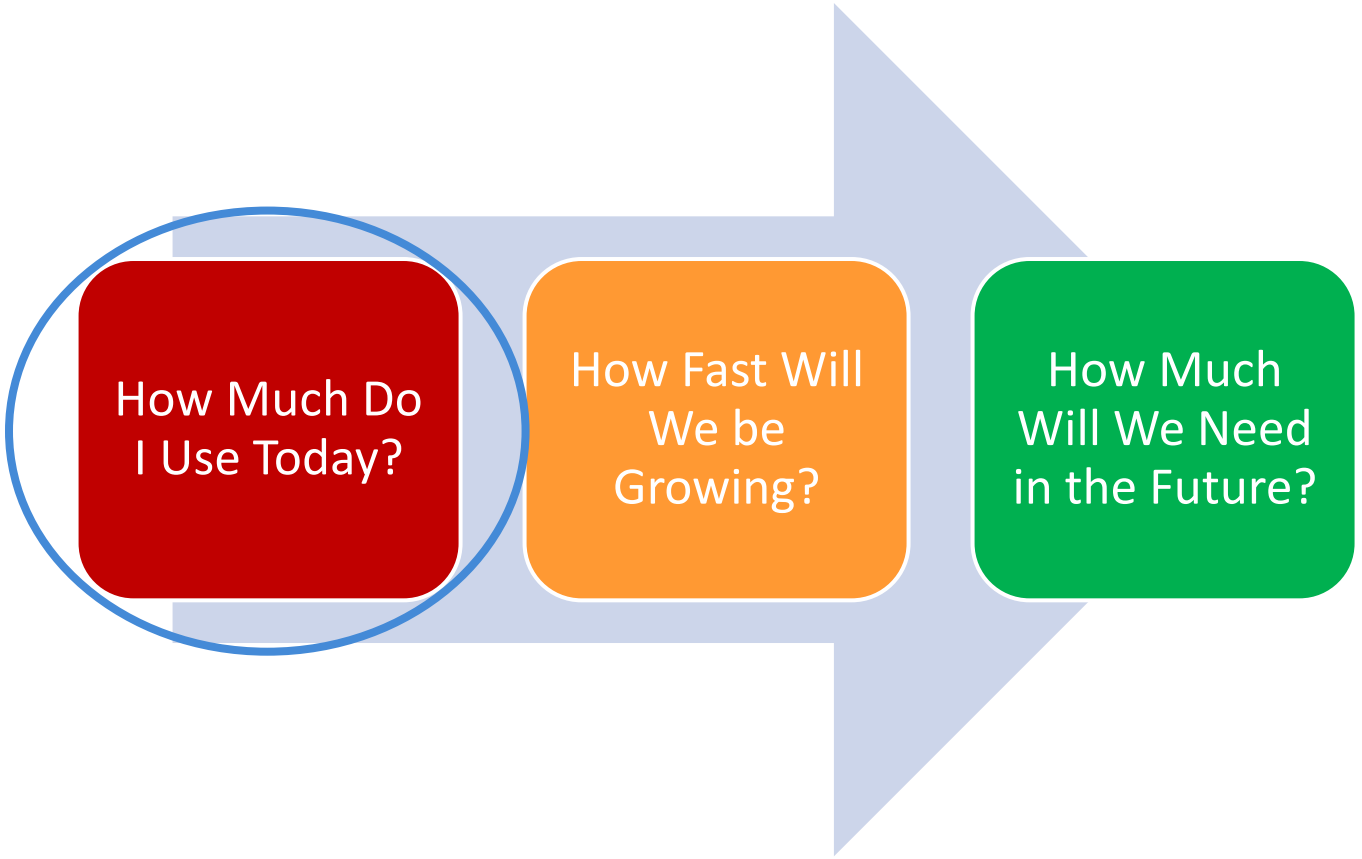
- Cease & Desist Order (CDO) remains outstanding until State Water Board lifts it.
- Moratorium on new meters remains until CDO is lifted.
- Only remodels or renovations on sites with existing meters will be possible until then.
- Permits only for long-term projects until PWM Expansion is online.

How Much Water is There to Allocate?

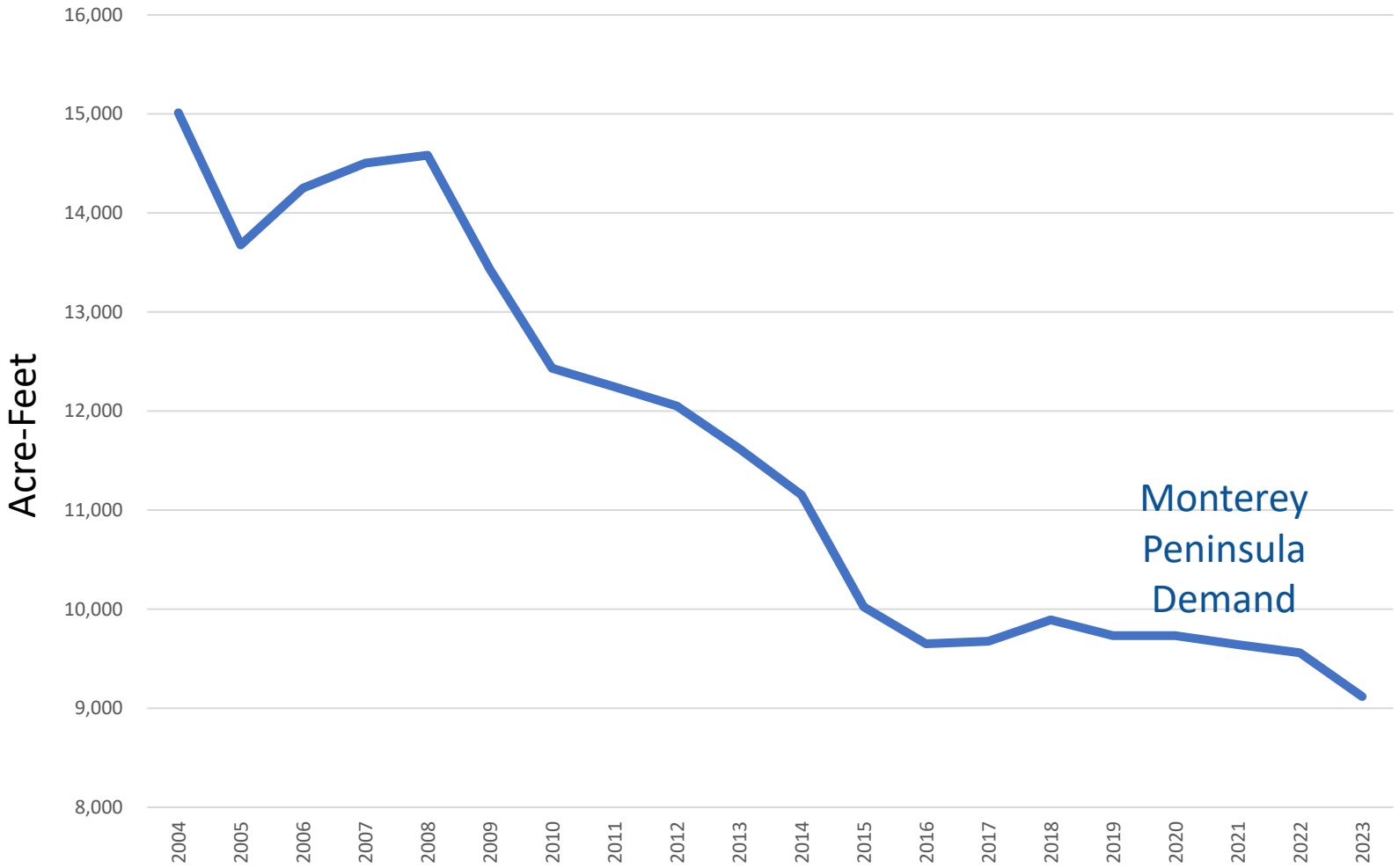
How Much Water is There?

Source of Supply	Amount Available
Carmel River	3,376 AF
Seaside Basin	1,474 AF
Pure Water Monterey (Base)	3,500 AF
Pure Water Monterey Expansion	2,250 AF
Aquifer Storage & Recovery (ASR)	1,210 AF
Sand City Desal	200 AF
Seaside Basin Wheeled from Others	20 AF
Malpaso LLC	86 AF
Total	12,116 AF

Water Demand Forecasting – 3 Simple Questions



Water Demand – Last 20 Years



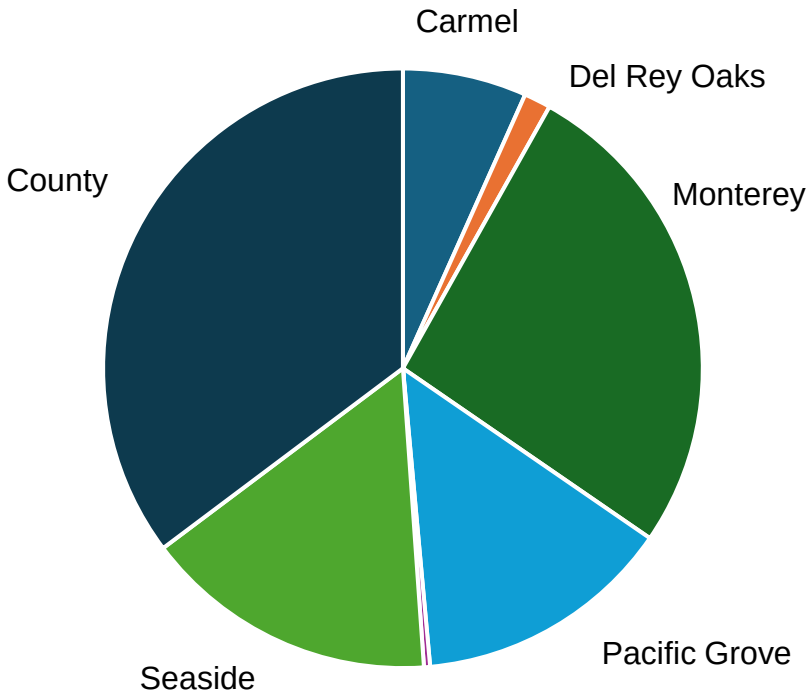
How Much Supply is Needed to Meet Current Demand?

Look to recent historical supply to meet customer demand

Supply to Meet Customer Demand	Amount
Last 3-Years	9,440 AF
Last 5-Years	9,557 AF
Last 10-Years	9,819 AF

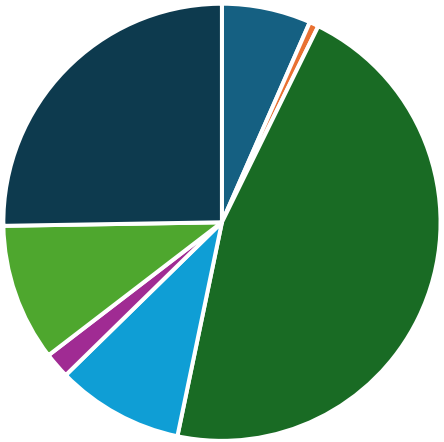
Proportionate Water Demand Today

Residential Use



Sand City

Non-Residential Use



How Much Supply is "Excess" Today?

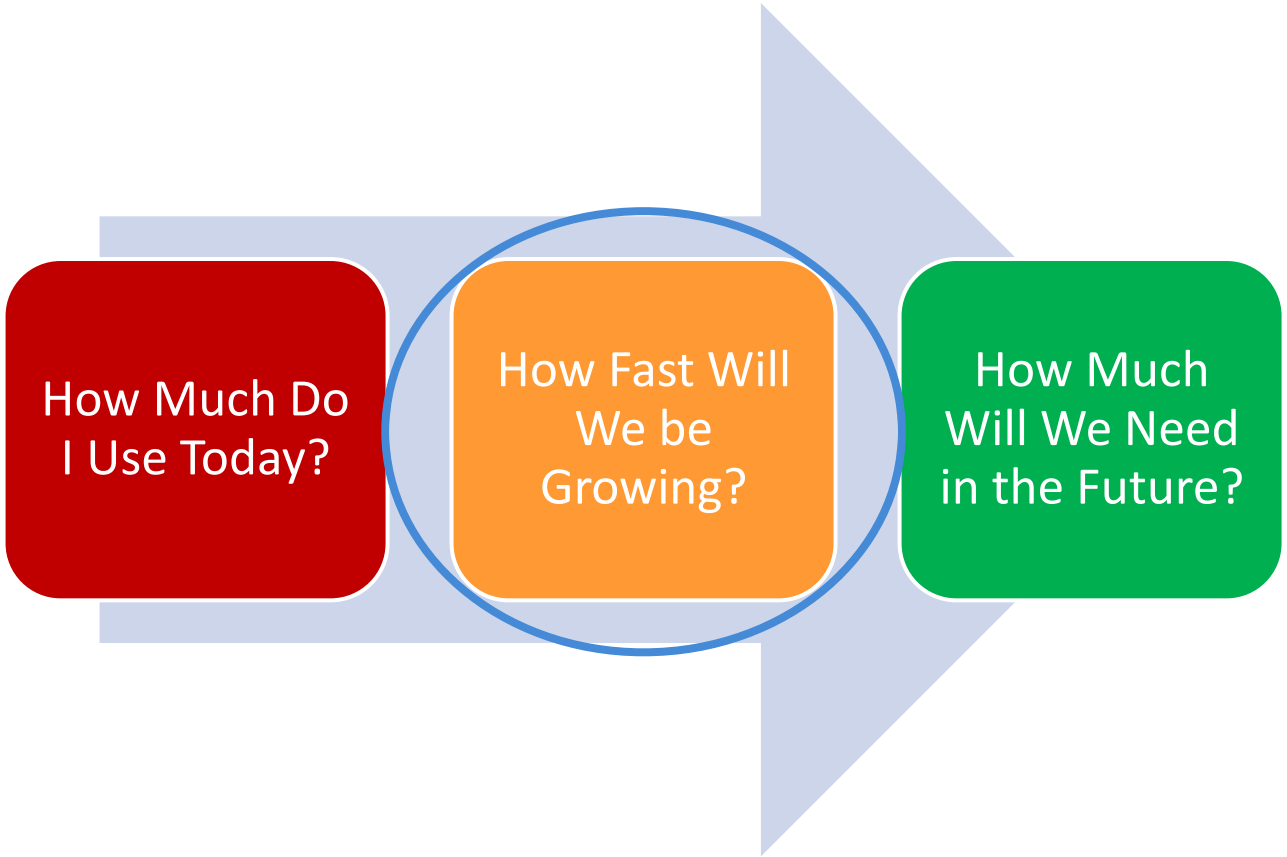
Factors affecting available supplies:

- Cal-Am in-lieu storage program for Seaside Groundwater Basin could require 700 AFY
- In dry years, PWM Expansion could be 345 AFY less, Sand City desal 40 AFY less, and ASR must rely on storage
- Demand can fluctuate based on weather & economy
- Losses
- Initially, leave a "factor of safety" of 1,000 AFY

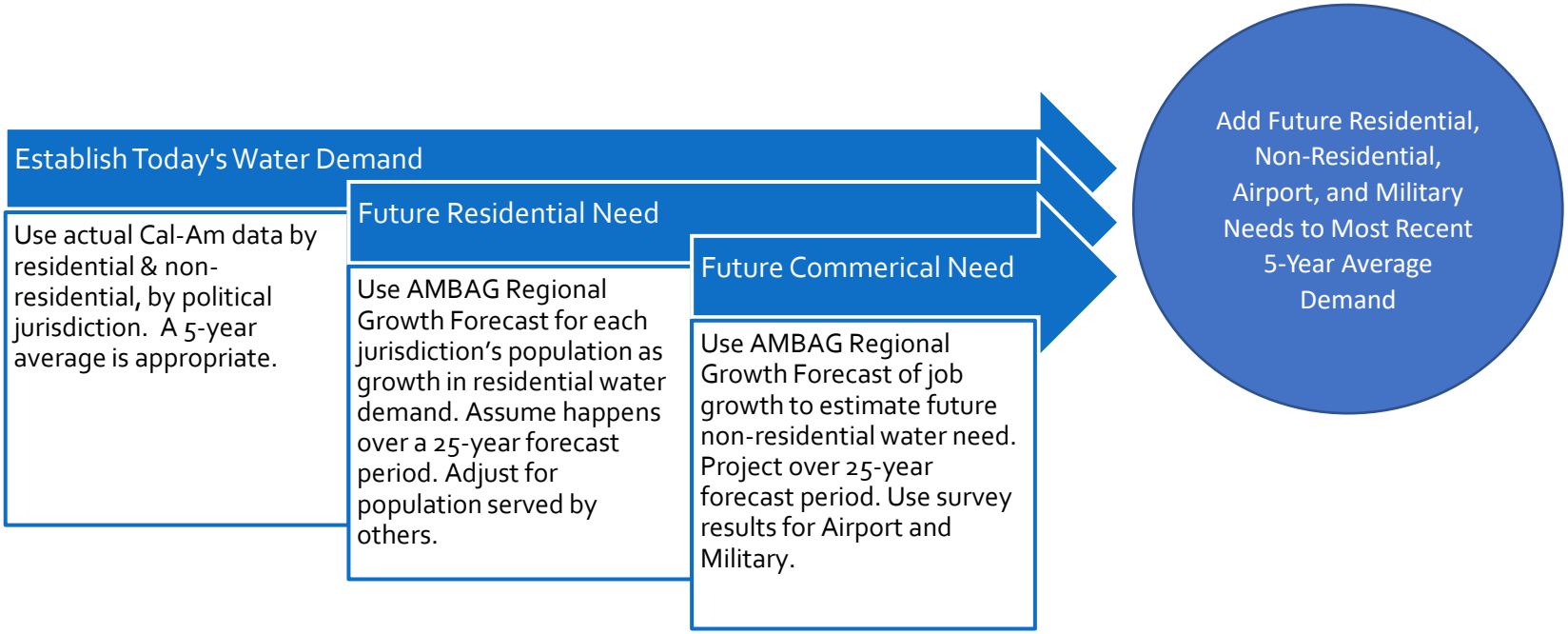
	Amount
Total Supplies Available	12,116 AF
Minus Current Demand	(9,557 AF)
Available	2,559 AF
Less Initial "Factor of Safety"	(1,000 AF)
Net Available	1,559 AF

How Much Water do Jurisdictions Need?

Water Demand Forecasting – 3 Simple Questions



The Tools to Answer Those Questions



Future Need Based on AMBAG Regional Growth Forecast

Jurisdiction	Current Demand (5-Yr Avg)	AMBAG Growth Rates Res / NonRes	Residential AF Served By Others	25-Year Water Need
Carmel	636 AF	0.9%/9.8%	0 AF	25 AF
Del Rey Oaks	113 AF	59.4%/11.5%	38 AF	19 AF
Monterey	3,168 AF	5.2%/11.0%	0 AF	253 AF
Pacific Grove	1,185 AF	3.6%/5.4%	0 AF	48 AF
Sand City	84 AF	211%/8%	0 AF	49 AF
Seaside	1,330 AF	14.2%/10.2%	100 AF	76 AF
Unincorporated	3,041 AF	5.2%/11.0%*	17 AF	189 AF
Airport	Included	Survey	n/a	88 AF
Defense	Included	Survey	n/a	54 AF
TOTAL	9,557 AF			801 AF

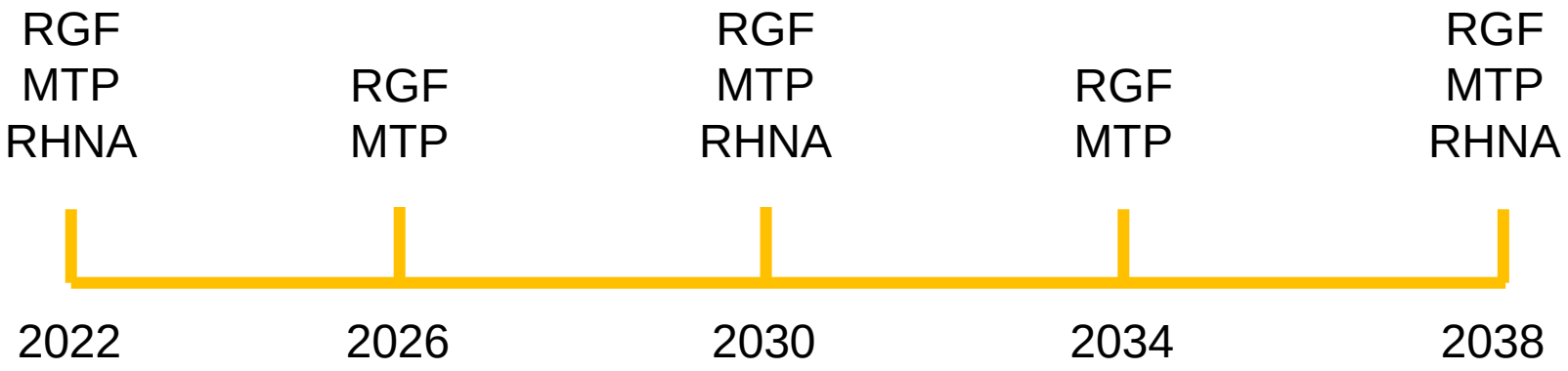
*: Unincorporated population and jobs growth calculated based on City of Monterey growth rate

AMBAG Documents & Data Intend to be Consistent

AMBAG's "Big 3" Work Products:

- Regional Growth Forecast (RGF) every 4 years
- Metropolitan Transportation Plan / Sustainable Communities Strategy (MTP/SCS) every 4 years
- Regional Housing Need Allocation (RHNA) every 8 years

SB 375 links RHNA and MTP/SCS to same cycle; RGF is linked to MTP/SCS adoption cycle.



Problem: AMBAG Creates Confusion

Jurisdiction	25-Year Population Growth	6th Cycle Housing Units
Carmel	35	349
Del Rey Oaks	988	184
Monterey	1,469	3,654
Pacific Grove	552	1,125
Sand City	813	260
Seaside	4,779	616
Unincorporated	839 *	1,314 *

*: Unincorporated population growth calculated based on Cal-Am population and City of Monterey growth rate; Housing units based on draft housing element.

Future Need Based Adjusted for RHNA

Based on Housing Elements, water required for mix of housing stock can be estimated for each jurisdiction:

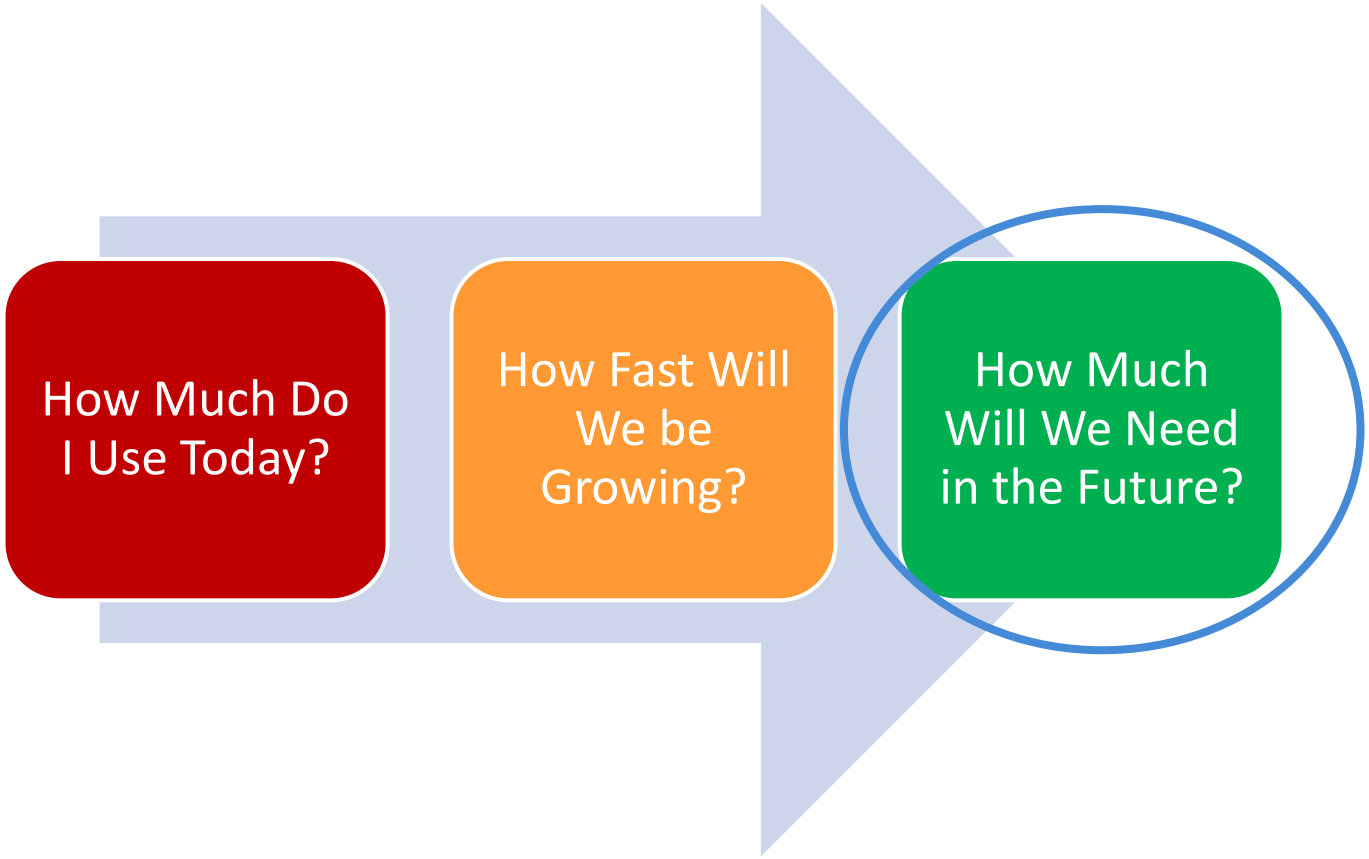
	Very Low Income	Low Income	Moderate		Above Moderate		Total Allocation
	100% Multifamily	100% Multifamily	50% Multifamily	50% Singlefamily	33% Multifamily	67% Singlefamily	Total Allocation
Total Water Req'd (AF)	196.36	126.20	34.37	64.80	85.14	291.54	798.41

For lack of better methodology, this can be added to water needed for population growth and divide by two.

Future Need Based Adjusted for RHNA

Jurisdiction	25-Year Need Per AMBAG	25-Year Need Adjusted for RHNA
Carmel	25 AF	43 AF
Del Rey Oaks	19 AF	13 AF
Monterey	253 AF	422 AF
Pacific Grove	48 AF	97 AF
Sand City	49 AF	43 AF
Seaside	76 AF	64 AF
Unincorporated	189 AF	215 AF
Airport	88 AF	88 AF
Defense	54 AF	54 AF
TOTAL	801 AF	1,039 AF

Water Demand Forecasting – 3 Simple Questions



Summary of Proposed Allocations

Jurisdiction	25-Year Water Need	DRAFT Proposed Allocation	DRAFT Proposed Allocation	Existing Allocation 7/31/24 *	DRAFT Total Allocation
Carmel	43 AF	33%	14 AF	2.661 AF	16.661 AF
Del Rey Oaks	13 AF	50%	6 AF	0 AF	6.000 AF
Monterey	422 AF	33%	141 AF	2.920 AF	143.920 AF
Pacific Grove	97 AF	33%	32 AF	0.016 AF	32.016 AF
Sand City	43 AF	33%	14 AF	23.163 AF	37.163 AF
Seaside	64 AF	33%	21 AF	30.760 AF	51.760 AF
Unincorporated	215 AF	33%	72 AF	12.121 AF	84.121 AF
Airport	88 AF	50%	44 AF	5.197 AF	49.197 AF
Defense	54 AF	50%	27 AF	0 AF	27.000 AF
	1,039 AF		371 AF		447.838

*: Existing allocation to be determined at time of adoption of Ordinance.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

Questions?

AGENDA ITEM
8A.

First Reading of an Ordinance Amending Title 18, Zoning of the Municipal Code to Implement the City of Sand City 2023-2031 (Sixth Cycle) Housing Element and provisions of the West End Overlay District and Parking Plan This item will be continued to January 21, 2025

AGENDA ITEM
8B.

Approve a Resolution Approving Conditional Use Permit (CUP 23-006) for the Wonderwall Boutique Hotel at 1417 Contra Costa Street

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Anna Bornstein, Contract City Associate Planner
SUBJECT: Application for a Conditional Use Permit (23-006) Wonderwall Boutique Hotel at 1714 Contra Costa Street
DATE: December 3, 2024

RECOMMENDATION:
Staff recommends the City Council approve Conditional Use Permit (CUP) 23-006, subject to the findings, conditions of approval, and Class 32 Categorical Exemption (CEQA Guidelines §15332, Infill Development).

BACKGROUND:
An application was submitted by Mark Cristafalo (the "Applicant") for a Conditional Use Permit (CUP 23-006) to establish a six-room, boutique hotel (the "Project") in the existing building located at 1714 Contra Costa Street (APN: 011-232-012 and 011-232-013) (the "Subject Property").

DISCUSSION
Project Description:
The proposed project involves the partial demolition (641 SF) of an existing 2,587 SF one-story mixed-use building, the remodel of the existing building, and construction of a second story, resulting in a 4,237 SF two-story boutique hotel with (6) units, with a reduced building footprint of 1,946 SF. The project also includes construction of a new semi-detached 345 SF structure for a lounge, an outdoor courtyard, and (6) off-street parking spaces, which includes (1) ADA van-accessible space.

Site Description
The project site is approximately 5,623 SF (.129 acres) and is located at 1714 Contra Costa Street. The site consists of 2 parcels: APN 011-232-012 and APN 011-232-013. The property is zoned Planned Mixed Use (MU-P) and has a land use designation of Mixed-Use Development (MU-D). It is also in the Old Town Planning District.

The property is currently developed with a single-story mixed-use building that is approximately 2,587 SF. The site is on the corner of Contra Costa Street and Elder Avenue, with the main property entrance facing Contra Costa Street. The current building

and street improvements (i.e. curb, gutter, drive-apron, etc) is in fair condition along the Subject Property's Contra Costa Street and Elder Avenue frontage. The Applicant's proposed site improvements have taken future West End Storm Water Improvements into consideration and are reflected in the proposed Site Plan. Utilities (i.e. gas, electric, water, sewer, etc.) are available.

Water

The existing on-site water credit of the Subject Property is inadequate to meet the water demands of the Applicant's Use. The Subject Property has available onsite water credits sufficient to meet its current use as office space in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations. However, the transition to a boutique hotel would require that the City allocate additional water to the project. The property currently has 0.182 AF of water, but requires 0.384 AF, for the boutique hotel operations. Therefore, the Applicant is required to request that the City Council of Sand City approve 0.202 AF allocation of water required to support the Applicant Use, as stated in the Conditions of Approval. Approval of CUP 23-006 does not allocate water. The Applicant will need to separately apply to the City for the additional allocation of water.

Surrounding Land Uses:

The parcels are on a corner lot on the northeast corner of Contra Costa Street and Elder Avenue in an area of one and two-story buildings that support a variety of service commercial and auto-repair shops.

Applicable General Plan Policies

The Subject Property has a General Plan land use designation of Mixed-Use (MU-D) and is within the 'Old Town Planning District'. The Sand City General Plan provides a set of goals, policies, and actions to guide the community's growth and development. The Land Use Element plans for future growth by outlining land uses, population densities, and building intensities. This proposed hotel project is consistent with the applicable General Plan policies, including the following:

- Chapter 2 - Land Use
    - Policy 2.1.1: Encourage the establishment of new land uses within the Old Town district that: • Provide goods and services required by the community and surrounding area
    - Policy 2.1.2: Prohibit any new self-storage or purely warehouse uses.

The General Plan policies above are implemented through the MU-P zoning district, which allows hotels and motels subject to the issuance of a conditional use permit.

Applicable Zoning Code Regulations

The Subject Property is located in the Planned Mixed Use (MU-P) zoning district, outside of the City's Coastal Zone. As proposed, the project complies with the zoning regulations outlined in Sand City Municipal Code Chapter 18.13 (MU-P), including, but not limited to, height, setbacks, and allowable area. Hotels are an allowed use within this zoning district, subject to an approved conditional use permit, as required by Sand City Municipal Code 18.13.040(M).

Parking Standards

The project complies with the off-street parking standards for hotels and motels in Sand City Municipal Code 18.64.050, which requires one parking space per living or sleeping unit. This requirement is met with six (6) parking spaces located on the property, off Elder Avenue. The City Engineer has reviewed the plans and a condition of approval has been added to the project that requires that a new concrete driveway apron be constructed across the length off the (6) parking stalls, and conform to existing street pavement. The cars will back out directly onto Elder Avenue, which is a dead-end street with limited truck traffic.

Proposed Operations

The Applicant intends to utilize the Subject Property for a boutique hotel that consists of six (6) visitor-serving suites, an enclosed outdoor courtyard, and semi-detached lounge. One on-site Manager would be available on-site from Monday to Friday, 10AM – 4PM to facilitate daily operations, guest services, and oversee on-site activities. An off-site Manager will be available 24 hours daily to handle guest inquiries, facility requirements, and remotely support on-site operations, outside of regular business hours. Housekeeping staff will clean occupied guest rooms daily.

Hours of Operation: Since the Wonderwall Boutique Hotel is a hotel, there are no set 'business hours' as guests may arrive at any time, day or night. However, visitor stays must be a minimum of one day and a maximum of 30 days, with no partial day stays allowed.

Small shipments of bath products and housekeeping supplies will be accepted by the on-site manager during a daily window from 10:00 a.m. to 4:00 p.m. The permit specifies that these activities occur within this time frame on weekdays, for consistency with the hours of surrounding operations.

Parking: the Subject Property has sufficient space for off-street parking on the south side of the site on the Elder Avenue frontage, which can accommodate 6 parking stalls, including (1) ADA van-accessible parking space. There are no company vehicles that will be parked/stored at the subject property.

Loading/Unloading: Small shipments, deliveries to/from the site are anticipated. The Subject Property has an approximate 1,150 square foot paved area for parking on the Elder Avenue frontage of the building that can accommodate loading/unloading activities from smaller sized vehicles (ie. Pick-up truck, Box truck, etc.). Therefore, loading/unloading activities are restricted to utilizing the abutting curbside parking within the Elder Avenue right-of-way in a manner that does not interfere or impede 2-way traffic flow on Elder Avenue. The property owner should also be held responsible for managing/addressing conflicts between visitor's use of the paved area for parking and loading/unloading activities in the same parking spaces. Contra Costa Street is a major street through the West End District and should remain open for 2-way vehicular traffic. Loading and unloading on Contra Costa is prohibited.

Storage: Items stored on-site will primarily be bath products, housekeeping supplies, and coffee bar supplies, which will be stored in the Lounge. If the Applicant needs to place a small storage building in the parking area to accommodate activities/storage, then that would require the shed to be enclosed or screened by a wall or fence. Outside storage of materials, equipment and other items is prohibited unless it is adequately screened or enclosed.

Trash: The Subject Property will provide an enclosure for trash bins. The Applicant is required to maintain refuse and trash receptacles for their operation within the building or in the trash enclosure the Applicant is establishing on the Subject Property. No trash dumpsters are allowed, unless the Applicant provides sufficient access for trash pick-up and fully enclose/screen the trash dumpsters. The storage of refuse bins or dumpsters on the City right of way by the Applicant is prohibited with the exception of curbside trash removal on scheduled collection days. The project proposes a screened trash enclosure, and a condition of approval has been added to ensure the traffic enclosure is covered for stormwater quality control.

Impacts: A boutique hotel is considered to be a relatively modest activity that does not produce excessive detrimental noise, vibrations, dust, fumes, or particulates. Provided the Applicant abides by the requirements as stated in the conditions of approval, the Applicant's Use should not pose a public nuisance or blighting influence.

Signs: The Applicant has not requested a sign for the boutique hotel and has not indicated an intent to establish a business sign on the Subject Property. Commercial signs are subject to City Design Review Committee (DRC) review and approval, with the issuance of a sign permit prior to installation. Should the Applicant decide to add a sign in the future, the Applicant will need to file a permit with the City subject to DRC approval prior to the installment of such a sign.

Conditional Use Permit

Under SCMC a Conditional Use Permit is required for a hotel in the MU-P Zoning District. Findings and related conditions of approval are included in the draft resolution (attached).

FISCAL IMPACT:

There will be minimal cost associated with staff time; however, this use will generate revenue for the City through the Transient Occupancy Tax (TOT) (currently at a rate of 12%) of the hotel's monthly income as required by Sand City Municipal Code Section 3.24.

"Hotel" means any structure or any portion of any structure which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home at a fixed location if said location is outside a mobile home park and if such mobile home is rented to someone other than an employee of the owner or operator of the same for

occupancy as a transient for a period not exceeding thirty (30) days, or other similar structure or portion thereof (Section 3.24.020).

For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of twelve percent (12%) of the rent charged by the operator. Said tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the Tax Administrator (Section 3.24.030). (Ord. 16-06 §1; Ord. 86-7 Art. 3 §4.0; Ord. 82-7)

CALIFORNIA ENVIRONMENTAL EQUALITY ACT (CEQA):
The proposed project is proposed to be found categorically exempt, under the California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32, Infill Development. The proposed project is consistent with applicable General Plan policies and Zoning designation regulations. The proposed development is surrounded by urban uses, and the project site has no value as habitat for endangered species. The site can be adequately serviced by all required utilities and public services. As proposed, the project is consistent with the Class 32 categorical exemption.

ATTACHMENTS:
Exhibit 1: Resolution, including
Exhibit A Findings of Approval
Exhibit B Conditions of ApprovalExhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Site Photos
Exhibit 5: Wonderwall Planset
Exhibit 6: Renderings
Exhibit 7: Survey
Exhibit 8: MPWMD Non-Residential Water Permit Application
Exhibit 9: Sand City Monthly Water Allocation Report
Exhibit 10: Application
Exhibit 11: Letter of Intent
Exhibit 12: Hazardous Materials Questionnaire

CITY OF SAND CITY
RESOLUTION SC ___, 2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING CONDITONAL USE PERMIT (CUP 23-006) FOR THE WONDERWALL BOUTIQUE HOTEL AT 1714 CONTRA COSTA STREET

WHEREAS, an application was submitted by Mark Cristofalo (The Applicant) for a Conditional Use Permit to establish the Wonderwall Boutique Hotel (The "Applicants Use") within the 5,625 Square Foot area encompassing parcels APN: 011-232-013 and 011-232-012 (1714 Contra Costa Street); and

WHEREAS, the Applicant's Use is consistent with the non-coastal Planned Mixed-Use (MU-P) zoning designation and the General Plan land use designation of Mixed-Use Development (MU-D), as defined by the City's Zoning Ordinance and General Plan; and

WHEREAS, the Applicant's Use is not anticipated to generate excessive noise, vibration, odors, and/or pose a general nuisance to neighboring properties or the tenants therein; and

WHEREAS, the available on-site water credit is not sufficient to accommodate the proposed use types and further water allocation through City Council approval is required; and

WHEREAS, the proposed project is consistent with applicable policies and regulations, is surrounded by urban uses, and can be adequately served by utilities, therefore qualifies for a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15332 (Infill Development); and

WHEREAS, the City Council of the City of Sand City has reviewed and wishes to adopt the findings for approving Conditional Use Permit CUP23-005 as supported by the City staff report, dated December 3, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby grant and issue the Conditional Use Permit CUP23-006 and based on the Findings of Approval in Exhibit A and subject to the terms and conditions in Exhibit B – Conditions of Approval.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

EXHIBIT A

CITY OF SAND CITY
CONDITIONAL USE PERMIT CUP23-006 FINDINGS OF APPROVAL

Project Name: Conditional Use Permit (CUP23-006) for Wonderwall Hotel at 1714 Contra Costa Street
Address: 1714 Contra Costa Street, Sand City, CA
Hearing Date: December 3, 2024

Findings of Approval:

1. The intended use type for the existing mixed-use building is consistent with the Planned Mixed-Use (MU-P) zoning of the surrounding properties as indicated on the City of Sand City Zoning Map;

2. The establishment of commercial space with the intended use types as described in CUP23-006 is allowed under the MU-P zoning regulations with an approved Conditional Use Permit;

3. Utilities, including electricity, gas, and, sewer, are sufficiently available to facilitate the Applicant's Use at the Subject Property;

4. Additional water allocation necessary to accommodate the proposed use is available, but will require City Council approval;

5. The Applicant's Use is not anticipated to pose an impediment of traffic flow; and

6. The intended use on this property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) Guidelines Section 15332, Class 32, Infill Development.

EXHIBIT B

CITY OF SAND CITY
CONDITIONAL USE PERMIT CUP23-006 CONDITIONS OF APPROVAL

Project Name: Conditional Use Permit (CUP23-006) for Wonderwall Boutique Hotel at 1714 Contra Costa Street
Address: 1714 Contra Costa Street, Sand City, CA
Hearing Date: December 3, 2024

Conditions of Approval:

A. Permit Effectiveness/Time Limits:

1. Conditional Use Permit CUP23-006, is not valid, and project use(s) shall not commence, until two (2) copies of this Resolution/Permit, signed by the permittee and landowner, acknowledging receipt of the Resolution/Permit and acceptance of the terms and conditions, are returned to the City's Planning Department. Failure of the applicant to return the two 2 copies of the signed Resolution/Permit within thirty (30) days from the date of City Council approval shall cause said Conditional Use Permit to become null and void unless good cause to grant an extension is found acceptable by the City Manager.

2. The Use Permit (CUP-23-006) allows for the development of a six (6) room boutique hotel, a semi-detached structure for a lounge, an outdoor courtyard, and six (6) off-street parking spaces, including (1) ADA van-accessible space.

3. The property owner agrees, as a condition of the approval of this discretionary development permit, to defend with counsel approved by the City, indemnify, and hold harmless the City of Sand City, its agents, officers, and employees from any legal claims or actions that seek to challenge, void, or annul the permit approval, as outlined in applicable laws The property owner will reimburse the City for any court costs and attorney's fees the City is required to pay as a result of such actions.

B. Land Use Terms and Conditions:

1. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. The property owner shall be responsible for maintenance and upkeep of the entire property.

2. Onsite Management: On-site management shall be available twenty-four (24) hours per day. A City issued placard shall be prominently posted by the property owner and/or boutique hotel manager in a location visible from the front entrance of the property, which includes the property owner's and/or site manager's contact information and occupancy limits. Proof of fulfilling this condition shall be provided to the City Manager and updated, when necessary, but at least once per year.

3. Refuge storage & pickup: Trash, litter, boxes, crates, debris, or other used and/or discarded materials generated by the occupants of this building shall be stored within the appropriate waste collection receptacle(s). The trash enclosure shall be screened and covered. No trash dumpsters are allowed, unless the Applicant provides sufficient access for pick-up, subject to review and approval of the Building Official. Except on a designated trash collection day, said waste receptacle(s) shall be screened and/or enclosed from public view. The property owner shall be responsible for arranging and providing waste hauler access for standard pick-up services, subject to review and approval of the City Building Official.

4. Storage: No outdoor storage or storage containers are allowed, unless they are fully screened/enclosed, subject to review and approval of the Building Official.

5. Hazardous Material: No hazardous materials will be stored or used on-site.

6. Water: Additional water allocation through Sand City's Monterey Peninsula Water Management District (MPWMD) allocation or other water source will be required to support the proposed use. The approval of the Conditional Use Permit (CUP23-006) does not convey water to the property. Further water allocation will require separate City Council approval, as well as a Non-Residential Water Release Form & Water Permit Application approved through the (MPWMD).

7. Building: Proper building permits will need to be acquired for all construction related activities, including the following: interior building remodel, trash enclosures, fountain court yards, and prefab housekeeping building, subject to approval of the City Building Official.

8. Deliveries/Loading/Unloading: All deliveries shall be accepted on the Elder Avenue frontage in the parking stalls provided by the hotel. In the event all spots are taken by guests they may accept deliveries in another parking location as long as traffic is not impeded in the City's right of way. All deliveries shall be accepted only between the hours of 10:00am and 4:00pm.

9. Noise/unlawful conduct: There shall be no noise or activity that disturbs the peace and quiet of neighboring businesses or residents. In the event of a complaint regarding activities on the property, the property owner and/or onsite manager shall respond within thirty (30) minutes from time of notification of any issue to address concerns/complaints pertaining, but not limited to, disorderly or unlawful conduct on the subject property, overcrowding of the unit, and/or unreasonable noise or other requirements or limits specified in the Sand City Municipal Code, the City's administrative policies or procedures, or other governing law.

C. General Requirements:

1. All commercial use types will remain consistent with the permitted uses as described in the Conditional Use Permit, which includes the following:
    - Hotel and Motel

   And as more specifically outlined in Condition A. 2. Herein.
2. Violation: If the City determines any term or condition of the Conditional Use Permit CUP23-006 has been violated, written notice shall be issued to the property owner, 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 the Conditional Use Permit CUP23-006 and may then order said Permits amended or revoked.

3. All permitted transient use, including dwelling or sleeping purposes, must consist of a minimum period of 24 hour and shall not exceed period of 30 consecutive days.

4. Applicant must comply with all City rules and regulations, including but not limited to the City's building department's rules and regulations.

5. Applicant must comply with all applicable rules and regulations including but not limited to Monterey County Department of Consumer Health rules and regulations.

6. Interpretation: Any questions of intent or interpretation regarding any condition of Use Permit CUP23-006 shall be resolved by the City Manager or Designee.

D. Street and Public Improvements

1. Street and Public Improvements: The development project shall construct improvements along the property frontage as necessary to accommodate the approved use, required number of parking spaces, access, and required utilities. The Applicant shall be responsible for the design and construction of these improvements. All street and public improvements shall be reviewed and approved by the City Engineer, prior to issuance of a Building Permit.

2. Improvement Plans: The Applicant shall submit Public Improvement Plans to the City for review and approval prior to the issuance of any building or construction permits. The plans shall be prepared, signed, and stamped by a California Registered Professional Civil Engineer. All improvements (grading, drainage, utilities, concrete, parking, walkways, access, etc.) shall clearly show the proposed improvements necessary to serve the development project and shall be designed per City standards and requirements.

3. Utility Plans: The Applicant shall submit Utility Improvement Plans showing how utilities will be provided to serve the property. The Utility Improvement Plan shall identify all utilities and utility connections required for the Project, including but not limited to, storm drainage, sanitary sewer, water, electric, gas, telephone, cable, onsite utilities, and associated infrastructure. Any trenching of street asphalt and/or concrete for utility connections shall require an Encroachment Permit and be replaced per City standards and requirements.

4. Parking Stalls: The proposed use must maintain a minimum of six (6) parking stalls, including (1) ADA Van Accessible parking stall. All proposed parking stalls serving the Development Project shall be constructed in concrete or other suitable material as determined by the City Engineer, prior to issuance of a Building Permit. A concrete driveway apron is required to be constructed across the length of the (6) parking stalls.

5. Landscape Plan: A Landscape Plan shall be required to be submitted for the project and will be subject to review and approval by City Staff.

6. Encroachment Permits: Encroachment permits shall be required for any work performed within public rights-of-way and/or easement. The Applicant shall complete and submit an encroachment permit application to the City and shall pay all fees associated with the processing and review of the permit. All Encroachment Permits are subject to review and approval of the City Engineer.

7. Coordination of Plans: All improvement plans (architectural, civil, electrical, mechanical, landscaping, etc.) shall be fully coordinated with each other to ensure that the improvements may be constructed safely and without conflict with one another.

E. Stormwater Management

1. Applicability: The Development Project shall comply with applicable requirements of Sand City Municipal Code (SCMC) 13.05 Stormwater Management and the City's Phase 2 National Pollutant Discharge Elimination System (NPDES) General Permit, including the Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (PCRs).

2. Determination: The Applicant shall complete a Stormwater Compliance Tracking Form or similar documentation for review by the City Engineer, to determine whether the Development Project is subject to these requirements.

3. Stormwater Control Plan (SWCP): If applicable, the Applicant shall prepare and submit a Stormwater Control Plan (SWCP) for the Development Project demonstrating compliance with the PCRs. The SWCP shall be prepared by the project civil engineer in accordance with City requirements. The SWCP shall be prepared in accordance with the latest adopted Stormwater Technical Guide (STG) and templates.

4. Agreement Regarding Maintenance and Right of Entry for Stormwater Control Measures: If determined that the Development Project is subject to the PCRs and structural Stormwater Control Measures (SCMs) are required, the Property Owner shall enter into a written agreement with the City to provide for the long-term operation and maintenances of all SCMs. This agreement shall provide for ongoing maintenance and verification of maintenance by the Owner and any successors in interest, among other

provisions. This agreement shall be based on the City's latest adopted template and shall be prepared per City requirements. A fully executed copy of this Agreement shall be required prior to final certificate of occupancy.

5. Operation and Maintenance Plan (OMP): If determined that the Development Project is subject to the PCRs and structural SCMs are required, the Applicant shall prepare and submit an OMP that establishes, identifies, directs, and records the operation and maintenance of all Development Project SCMs. The OMP shall be prepared by the project civil engineer in accordance with City requirements. The OMP shall be prepared in accordance with the latest adopted Stormwater Technical Guide (STG) and templates.

6. Best Management Practices (BMPs): During all phases of construction and/or land disturbance activities, the Development Project shall implement site-specific BMPs to protect water quality and prevent storm water pollution, as required by SCMC 13.05 Stormwater Management. The Application shall submit an Erosion and Sediment Control Plan (ESCP) or Water Pollution Prevention Plan (WPPP), as applicable, for review and approval by the City Engineer, prior to the issuance of any grading and/or building permit(s).

F. Plans and Agency Compliance

1. Examination of Plans: All construction plans, documents, reports, and supporting materials for the Development Project shall be reviewed and approved by the City prior to the issuance of any building or construction permits. Any and all requirements specified by the City during plan review shall be implemented to the satisfaction of the City.

2. Agency/Department Compliance: All requirements of the City's Planning, Building, Fire, Public Works, and Engineering Departments, as well as California American Water, Monterey Peninsula Water Management District, and Seaside County Sanitation District (SCSD), and the Monterey County Health Department shall be implemented to the satisfaction of each agency/department.

3. Water and Sewer: All water and sewer utilities, connections, improvements, etc., shall be designed and constructed in accordance with

the standards and specifications of Cal-Am Water and the SCSD, to the satisfaction of the City Engineer. Prior to occupancy, the Applicant shall provide City with all necessary approvals for all water and sewer improvements, and/or connections.

4. Lot and Parcel Merger: The Property Owner shall merge Lots 2, 4, and 6 of Block 31 of APNs 011-232-012 and 011-232-013 into a single lot/parcel to accommodate the proposed Development Project. The Property Owner shall submit a Lot Merger application and supporting documents per City requirements and shall pay all fees associated with the processing and review of the lot merger application. The lot merger application and supporting documents will be reviewed and approved by the City Surveyor and City Engineer.

_____ _____

Applicant Signature Date

_____ _____

Property Owner Signature Date

EXHIBIT 2

LOCATION MAP

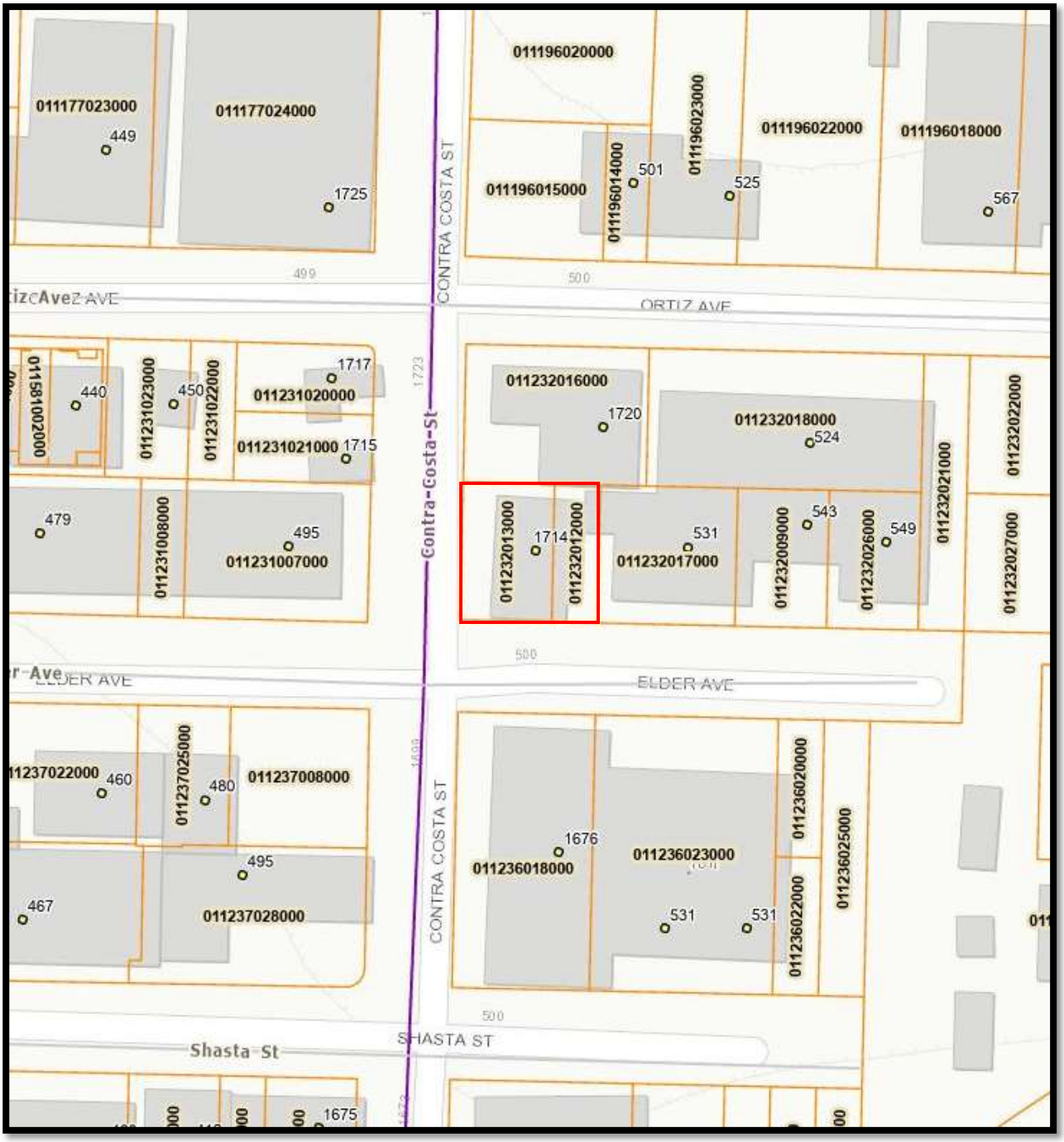


EXHIBIT 2
CUP23-006 LOCATION MAP

EXHIBIT 3

AERIAL MAP

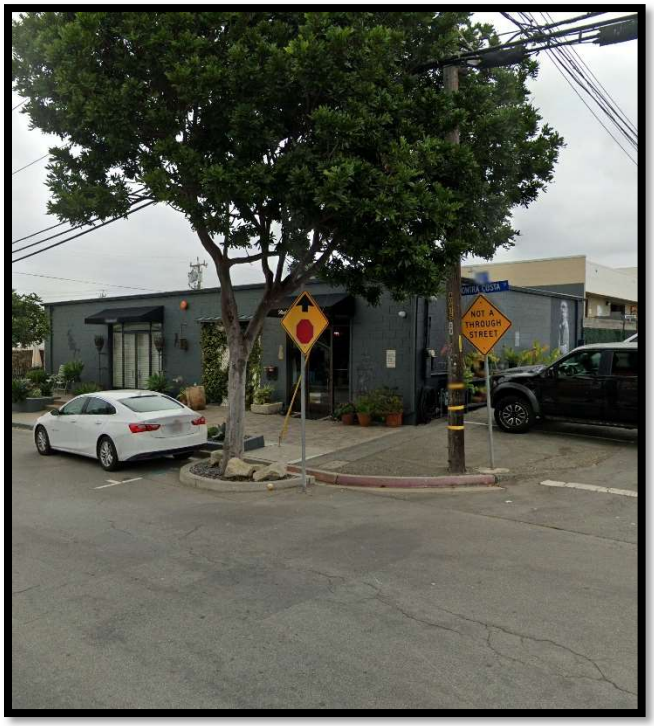


EXHIBIT 3
CUP23-006 AERIAL MAP

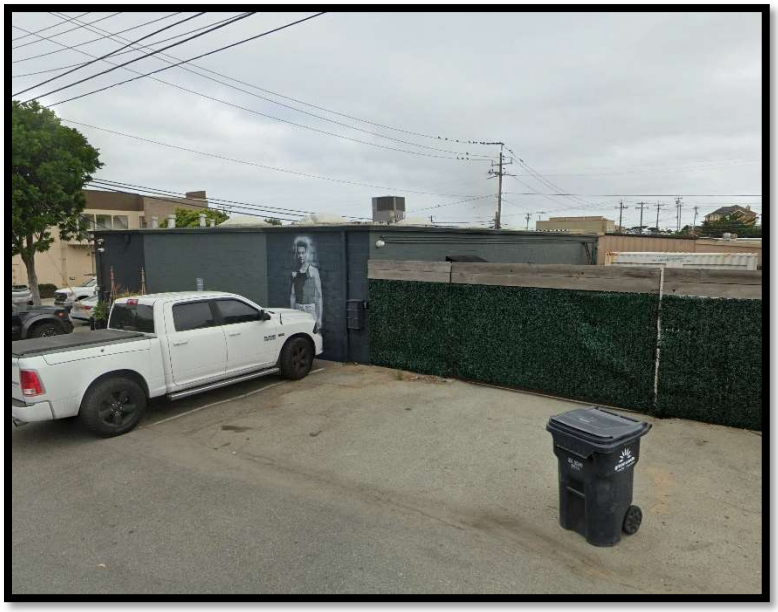
EXHIBIT 4

SITE PHOTOS

Contra Costa Street



Elder Avenue



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DRAWING INDEX

ARCHITECTURAL

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A0.1	STANDARD NOTES
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A6.0	EXTERIOR ELEVATIONS
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CIVIL

C–1	SURVEY

PROJECT DIRECTORY

PROPERTY OWNERS:
CASA CIPRE LLC
1714 CONTRA COSTA ST.
SAND CITY, CA. 93955
TEL: (831) 241–4214
MARK@MARKCRISTOFALO.COM

GENERAL CONTRACTOR:
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MARK CRISTOFALO & COMPANY
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DESIGN ARCHITECT:
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EMAIL: JAMES@JNSARCH.COM

STRUCTURAL ENGINEER:
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MICHAEL JAMES MARTIN Engineering
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EMAIL: MAC33MART@YAHOO.COM

CIVIL / SURVEYOR:
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2150 GARDEN ROAD, SUITE A3
P.O. BOX 3135
MONTEREY, CA. 93940
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KATE@RASMUSSENLAND.COM

SOILS ENGINEER:
GRICE ENGINEERING
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SALINAS, CA. 93901
CONTACT PERSON: SAM GRICE
TEL. (831) 422–9619
SAM'S CELL (831) 594–7699
SAM'S EMAIL: SAMGE@SBCGLOBAL.NET
JEFF OLMS (831) 594–4664 (FIELD TECH)

TITLE 24 / MECHANICAL ENGINEER:
MONTEREY ENERGY GROUP
26465 CARMEL RANCHO BLVD. #8
CARMEL VALLEY, CA. 93923
CONTACT PERSON: DAVID KNIGHT
TEL. (831) 372–8328
FAX (831)372–4613
EMAIL: DAVE@MEG4.COM

LANDSCAPE:
ERIC VALDEZ
HIGHLAND LANDSCAPING
1745 HIGHLAND ST.
SEASIDE, CA. 93955
TEL. (831) 601–4288



WONDERWALL HOTEL

1714 CONTRA COSTA STREET, SAND CITY, CA.

PROJECT INFORMATION

- PROJECT DESCRIPTION:
  PARTIALLY DEMOLISH EXISTING COMMERCIAL BUILDING. REMODEL (E) BUILDING AND ADD SECOND STORY FOR A 6 ROOM BOUTIQUE HOTEL WITH NEW SEMI–DETACHED LOUNGE AND COURTYARD WITH 6 PARKING SPACES
- PROJECT ADDRESS:
  1714 CONTRA COSTA
  SAND CITY, CA. 93950

PLANNING INFORMATION

- A.P.N. 011–232–012
  A.P.N. 011–232–013
- LEGAL DESCRIPTION LOT ___ BLOCK ___
- ZONING: MU–D–P
- COASTAL ZONE: NO
- MAX. ALLOWABLE BUILDING HEIGHT: 60'(INCL. ROF TOP EQUIP)
- TREE REMOVAL: NONE
- APPROX. GRADING: 25 CY CUT, 0 CY FILL
- PARKING REQUIRED — COVERED: 0, UNCOVERED: 6
  PARKING PROVIDED — COVERED: 0, UNCOVERED: 6

BUILDING INFORMATION

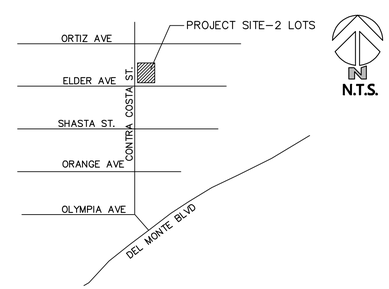
- PROJECT CODE COMPLIANCE–CODE EDITIONS USED:
  2022 CAL. BUILDING CODE–CBC
  2022 CAL. RESIDENTIAL CODE–CRC
  2022 CAL ELEC. CODE–CEC
  2022 CAL. MECH. CODE–CMC
  2022 CAL. PLUMB. CODE–CPC
  2022 CAL. ENERGY CODE–CEC
  2022 CAL. CALGreen BLDG STNDS–CGBCS
  2022 CAL. FIRE CODE–CFC
- CONSTRUCTION TYPE: III
- BUILDING OCCUPANCY: R–1 (HOTEL)
- FIRE DEPARTMENT:
  FIRE DISTRICT: __
  AUTOMATIC SPRINKLERS EXISTING: YES / NO
  AUTOMATIC SPRINKLERS REQUIRED: YES / NO NFPA 13D PER 903.3.1.3
  WILDLAND URBAN INTERFACE CODES REQ'D: NO (REMODEL)
- UTILITY PROVIDERS
  SEWER: SAND CITY
  WATER: CAL AM
  ELEC / GAS: PG&E

PROJECT SQUARE FOOTAGE INFORMATION

- TOTAL SITE AREA: = 5,623 S.F. (.129 Ac.)
- BUILDING AREA–EXISTING 2,587 S.F.

  BUILDING AREA–PROPOSED
  MAIN LEVEL–ROOMS/LOBBY 1,946 S.F.
  MAIN LEVEL–LOUNGE 345 S.F.
  UPPER LEVEL–ROOMS/LOBBY 1,946 S.F.
  TOTAL FLOOR AREA 4,237 S.F.
- SITE COVERAGE–EXISTING
  (E) BUILDING = 2,587 S.F. (46%)
  (E) IMPERVIOUS AREA = 2,903 S.F. (52%)
  (E) PERVIOUS AREA = 133 S.F. (2%)
- SITE COVERAGE–PROPOSED
  (E & N) BUILDINGS = 2,291 S.F. (41%)
  (N) IMPERVIOUS AREA = 2,383 S.F. (42%) (PARKING/FRONT WALK)
  (E) PERVIOUS AREA = 949 S.F. (17%) (PERVIOUS PAVERS/PLANTERS)
- FAR
  (E & N) BUILDINGS = 4,237 / 5,623 = 75%

VICINITY MAP



JAMES NEWHALL SMITH
ARCHITECT, Inc.

27880 DORRIS DR. #200
CARMEL VALLEY, CA.
93923

831-915-9518
JAMES@JNSARCH.COM

PROJECT/CLIENT

WONDERWALL HOTEL

MARK CRISTOFALO
1714 CONTRA COSTA
SAND CITY, CA.

LICENSED ARCHITECT — JAMES N. SMITH — NO. C–24683 — 11–30–25 RENEWAL DATE — STATE OF CALIFORNIA

SHEET TITLE

COVER SHEET

◯ ISSUE	△ REVISIONS
1 07–31–24 INITIAL PLANNING SUBMITTAL	

DATE

PROJECT NUMBER

SHEET NUMBER

A0.0

ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK AND ARE THE PROPERTY OF THE ARCHITECT, JAMES N. SMITH. THE DRAWINGS AND WRITTEN MATERIALS ARE DEVELOPED FOR THIS PROJECT ONLY, AND SHALL NOT BE DUPLICATED OR DISCLOSED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

GENERAL NOTES

1. EXAMINATION OF THE SITE AND PORTIONS THEREOF WHICH WILL AFFECT THIS WORK SHALL BE MADE IMMEDIATELY BY THE CONTRACTOR, WHO SHALL COMPARE IT WITH THE DRAWINGS AND SATISFY HIMSELF TO CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. HE SHALL AT SUCH TIME ASCERTAIN AND CHECK LOCATIONS OF THE EXISTING STRUCTURES AND EQUIPMENT WHICH MAY AFFECT HIS WORK.

2. CONTRACTOR SHALL PROVIDE THE ARCHITECT, JAMES N. SMITH, AND OWNER, MARK CRISTOFALO, WITH A COMPLETE COST BREAKDOWN AND SCHEDULE OF CONSTRUCTION FOR THIS PROJECT PRIOR TO COMMENCEMENT OF WORK.

3. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS, INSPECTIONS, CERTIFICATES, AND FEES. HE SHALL ALSO BE RESPONSIBLE FOR FILING OF APPLICATION FOR PERMIT AND PLAN CHECK APPROVAL AS NECESSARY. (THIS SECTION SUBJECT TO OWNER'S REVIEW AND APPROVAL.)

4. CONTRACTOR SHALL PROTECT OWNER'S PROPERTY AND IMPROVEMENTS, NEW AND/OR EXISTING MATERIALS, AND FINISHES FROM DAMAGE WHICH MAY OCCUR FROM CONSTRUCTION, DEMOLITION, DUST, WATER, ETC., AND SHALL PROVIDE AND MAINTAIN TEMPORARY BARRICADES, CLOSURE WALLS, ETC., AS REQUIRED TO PROTECT THE PUBLIC AND OWNER DURING THE PERIOD OF CONSTRUCTION. DAMAGE TO NEW AND EXISTING MATERIALS, FINISHES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED OR REPLACED. CONTRACTOR SHALL COORDINATE TEMPORARY BARRICADES WITH OWNER PRIOR TO COMMENCEMENT OF WORK AS NECESSARY.

5. MATERIALS THAT ARE SPECIFIED BY THEIR BRAND NAMES ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE. ANY REQUEST FOR SUBSTITUTION SHALL BE SUBMITTED TO THE ARCHITECT AND OWNER FOR REVIEW FOR EQUAL QUALITY AND PERFORMANCE AND SHALL NOT BE PURCHASED OR INSTALLED WITHOUT THEIR WRITTEN APPROVAL. ALL NON-SPECIFIED PRODUCTS SHALL CONFORM TO REQUIREMENTS SET FORTH BY CODE COMPLIANCE OR INDUSTRY STANDARDS AND CONTRACTOR SHALL SUBMIT A LIST OF PRODUCTS AND MANUFACTURERS BEING USED FOR REVIEW BY THE ARCHITECT PRIOR TO PURCHASE OR INSTALLATION.

6. ALL CONSTRUCTION WORK, ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, ETC., AS MAY BE REQUIRED, SHALL CONFORM TO THE LATEST ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE AND THE LATEST EDITION(S) OF ALL GOVERNING CODES AND REGULATIONS AS ADOPTED BY SAND CITY AND MONTEREY COUNTY. ALL WORK SHALL BE DONE IN A THOROUGH, WORKMANLIKE MANNER AND EQUAL TO THE BEST STANDARDS OF THE PRACTICE.

7. DIMENSIONS ON CONSTRUCTIONS DRAWINGS ARE TO FACE OF PLY SHEATHING, TYP, OR AS OTHERWISE NOTED TO BE FACE OF FINISH (F.O.F.), FACE OF COLUMN (F.O.C.), OR CENTER LINE OF OPENING, MULLION, PARTITION, OR COLUMN, ETC. SEE ALSO CORNER DETAIL ON A8 SHEETS

8. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT. CONTRACTOR AND/OR SUBCONTRACTORS SHALL NOT SCALE DRAWINGS. QUESTIONS REGARDING DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR OWNER PRIOR TO ANY START OF WORK.

9. ALL CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ANY WILL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY CONSTRUCTION DOCUMENTS SHALL BE PROVIDED AS THOUGH ON ALL RELATED DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION. WORK THAT IS CONTINUED, COVERED UP OR COMPLETED WITHOUT SAID CLARIFICATION SHALL BE AT GENERAL OR SUB- CONTRACTOR'S RISK OF REPAIR, REPLACEMENT OR REWORKING AT HIS OWN EXPENSE.

10. ALL WORK LISTED, SHOWN OR IMPLIED ON ANY CONSTRUCTION DOCUMENT SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR EXCEPT WHERE NOTED. THE CONTRACTOR SHALL CLOSELY COORDINATE HIS WORK WITH THAT OF OTHER CONTRACTORS OR VENDORS TO ASSURE THAT ALL SCHEDULES ARE MET AND THAT ALL WORK IS DONE IN CONFORMANCE WITH MANUFACTURER'S REQUIREMENTS. WORK REQUIRED UNDER THIS CONTRACT SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, ETC. NECESSARY TO COMPLETE THIS PROJECT. ALL MATERIALS SHALL BE NEW AND UNUSED, UNLESS SPECIFICALLY NOTED AND BE A QUALITY ACCEPTABLE BY INDUSTRY STANDARDS.

11. THE USE OF THE WORD "PROVIDE" IN CONNECTION WITH ANY ITEM SPECIFIED IS INTENDED TO MEAN THAT SUCH SHALL BE FURNISHED, INSTALLED, AND CONNECTED WHERE SO REQUIRED, EXCEPT AS NOTED.

12. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR FABRICATED ITEMS, CUT SHEETS OF ALL FIXTURES AND EQUIPMENT, AND SAMPLES OF ALL FINISHES CALLED FOR BY THE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION AND/OR INSTALLATION.

13. THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS, INCLUDING PERMITTED "JOB COPY" SET(S) AND A COPY OF THE SOILS REPORT BY_____DATED_____ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES AND SHALL PROVIDE ALL SUBCONTRACTORS WITH CURRENT CONSTRUCTION DOCUMENTS AS REQUIRED. THE CONTRACTOR, IN ASSUMING RESPONSIBILITY FOR THE WORK INDICATED, SHALL COMPLY WITH THE SPIRIT AS WELL AS WITH THE LETTER IN WHICH THEY WERE DRAWN.

14. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS OF ALL SUBCONTRACTORS AND TRADES ON A REGULAR BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS OR DUST FROM AFFECTING, IN ANY WAY, FINISHED AREAS IN OR OUTSIDE THE JOB SITE.

15. THE CONSTRUCTION DOCUMENTS ARE PROVIDED TO ILLUSTRATE THE DESIGN AND GENERAL TYPE OF CONSTRUCTION DESIRED AND IMPLY THE FINEST QUALITY OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT.

16. ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE STATE FIRE MARSHALL, THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY, AND ANY APPLICABLE STATE OR LOCAL LAWS AND ORDINANCES. NOTHING ON THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

17. WORK WHICH IS OBVIOUSLY REQUIRED TO BE PERFORMED IN ORDER TO PROVIDE A COMPLETELY OPERABLE INSTALLATION WITHIN THE LIMITS AND SCOPE OF WORK, BUT WHICH MAY NOT BE SPECIFICALLY INCLUDED IN THE PLANS, SHALL BE PERFORMED BY CONTRACTOR AND INCLUDED IN HIS BID.

18. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTS IN DESIGN, INSTALLATION AND MATERIAL FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF COMPLETION.

19. CONTRACTOR SHALL PERSONALLY SUPERVISE AND DIRECT THE WORK OR SHALL KEEP A COMPETENT EMPLOYEE, AUTHORIZED TO RECEIVE INSTRUCTIONS AND ACT ON THE CONTRACTOR'S BEHALF, CONTINUOUSLY ON SITE DURING WORKING HOURS.

21. A LICENSED SURVEYOR SHALL CERTIFY IN WRITING THAT THE FOOTINGS/FOUNDATION ARE LOCATED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO THE FOOTING/FOUNDATION INSPECTION; AND SHALL CERTIFY THE ROOF HEIGHT IS IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ROOF SHEATHING INSPECTION. CERTIFICATION SHALL BE PROVIDED TO THE INSPECTOR AT THE TIME OF THE REFERENCED INSPECTIONS.

22. CONTRACTOR SHALL OBTAIN AN 8-1-1 / DIG ALERT TICKET PRIOR TO PERMIT ISSUANCE AND SHALL MAINTAIN THE TICKET IN ACTIVE STATUS THROUGHOUT THE PROJECT. TICKET SHALL BE KEPT ON SITE FOR INSPECTOR REFERENCE.

ABBREVIATIONS

EXIST'G	EXISTING	G.W.B.	GYPSUM WALLBOARD
(E)	EXISTING	N.I.C.	NOT IN CONTRACT
A.B.	ANCHOR BOLT	N.T.S.	NOT TO SCALE
APPROX.	APPROXIMATE	O.C.	ON CENTER
BD.	BOARD	O.D.	OUTSIDE DIAMETER
BLK.	BLOCK	PLYWD.	PLYWOOD
CAB.	CABINET	R.O.	ROUGH OPENING
CLR.	CLEAR	SIM.	SIMILAR
CONC.	CONCRETE	S.S.D.	SEE STRUCTURAL DRAWINGS
CONT.	CONTINUOUS	T&G	TONGUE AND GROOVE
D.S.	DOWNSPOUT	T.O.P.	TOP OF PLATE
F.O.C.	FACE OF CONCRETE	TYP.	TYPICAL
F.O.S.	FACE OF STUDS	U.N.O.	UNLESS OTHERWISE NOTED
F.O.F.	FACE OF FINISH	V.I.F.	VERIFY IN FIELD (OR WORK SITE)
GALV.	GALVANIZED	V.W.O.	VERIFY WITH OWNER
G.I.	GALVANIZED IRON	W/O	WITHOUT
GYP.	GYPSUM	WP	WATERPROOF

SPECIAL INSPECTIONS

1. THE GEOTECHNICAL ENGINEER SHALL INSPECT THE BUILDING PADS AND FOUNDATION EXCAVATIONS PRIOR TO THE PLACEMENT OF REINFORCING BARS, AND SHALL SUBMIT WRITTEN APPROVAL TO THE BUILDING INSPECTOR BEFORE REQUESTING FOUNDATION INSPECTION AND POURING OF FOOTING.
2.

BUILDING DEPARTMENT NOTES

1. NO PERSON MAY TAP INTO ANY FIRE HYDRANT OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID, WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT AND FROM THE MOUNTEREY COUNTY HEALTH DEPARTMENT.
2. ALL HOSES USED IN CONNECTION WITH ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A NOZZLE SHUT-OFF. WHEN AN AUTOMATIC SHUT-OFF NOZZLE CAN BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE OR TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT-OFF NOZZLE.
3. NO POTABLE WATER MAY BE USED FOR COMPACTION OR DUST CONTROL PURPOSES IN CONSTRUCTION ACTIVITIES WHERE THERE IS A REASONBLY AVAILABLE SOURCE OF RECLAIMED OR OTHER SUB-POTABLE WATER APPROVED BY THE MONTEREY COUNTY HEALTH DEPARTMENT AND APPROPRIATE FOR SUCH USE.
4. THE USE OF SOLDERS CONTAINING MORE THAN 2/10ths OF 1% LEAD IN MAKING JOINTS ON PRIVATE OR PUBLIC WATER SUPPLY SYSTEMS IS PROHIBITED (SB 164).
5. PROVIDE NON-REMOVABLE BACKFLOW DEVICES AT ALL HOSEBIBS.
6. THE BUILDER/CONTRACTOR SHALL PROVIDE THE OWNER AND THE BUILDING DEPARTMENT WITH A COPY OF THE CF-6R INSTALLATION CERTIFICATE AT THE TIME OF FINAL INSPECTION.
7. GRADING PERMIT, IF REQUIRED, IS BY SEPARATE PERMIT.
8. SPRINKLER SYSTEM, IF REQUIRED, TO BE PER SEPARATE PERMIT.
9.

DEFERRED SUBMITTALS

1. RESIDENTIAL FIRE SPRINKLER SYSTEM TO BE BY SEPARATE PERMIT BY LICENSED FIRE SPRINKLER COMPANY.
2. SOLAR PANEL ARRAY AND WIRING SYSTEM TO BE PER SEPARATE PERMIT BY APPROVED INSTALLER
3. TRUSS CALCS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO ANY TRUSS INSPECTIONS. CALCS BY MANUFACTURER SHALL INCLUDE TRUSS PROFILES AND LAYOUT PLANS.
4. THE MANUFACTURED TRUSS SUBMITTALS SHALL BE REVIEWED (INDICATED BY LETTER OR STAMP, SIGNATURE AND DATE) BY THE ENGINEER OF RECORD FOR DESIGN COMPATIBILITY. A CERTIFICATION LETTER FROM THE ENGINEER SHALL BE SENT TO THE BUILDING DEPARTMENT STATING THIS APPROVAL.
5. THE TRUSSES SHALL NOT BE INSTALLED UNTIL AN APPROVED JOB COPY OF THE TRUSS SUBMITTALS IS ISSUED BY THE BUILDING DEPARTMENT.
6. GLU-LAM CERTIFICATES SHALL BE COPIED TO THE BUILDING DEPARTMENT.
7. NEW SITE RETAINING WALLS HAVE NOT BEEN REVIEWED UNDER THIS PERMIT. A SEPERATE PERMIT APPLICATION IS REQUIRED FOR ALL NEW RETAINING WALLS.

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PROJECT/CLIENT

WONDERWALL HOTEL

MARK CRISTOFALO
1714 CONTRA COSTA
SAND CITY, CA.

LICENSED ARCHITECT
JAMES N. SMITH
NO. C-24683
11-30-25
RENEWAL DATE
STATE OF CALIFORNIA

SHEET TITLE

COVER SHEET

◯ ISSUE	△ REVISIONS
1 07-31-24 INITIAL PLANNING SUBMITTAL	
◯	
◯	
◯	
△	
△	
△	

DATE

PROJECT NUMBER

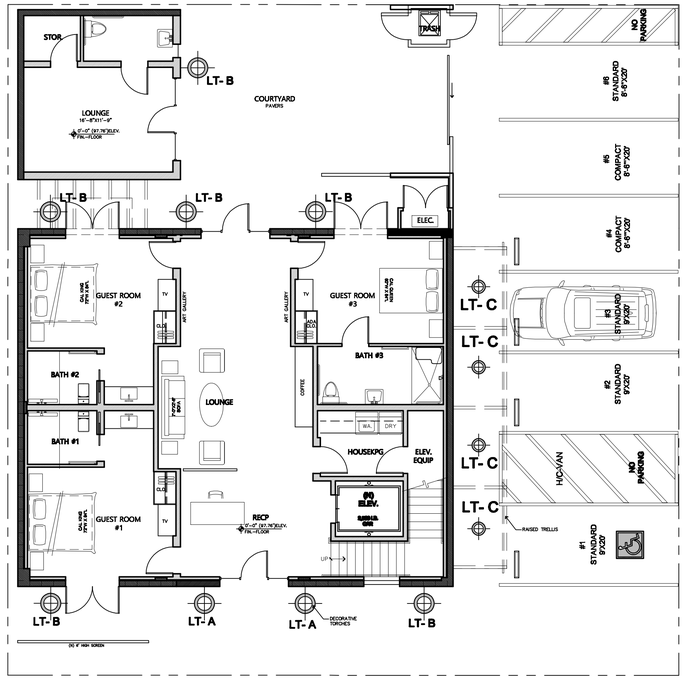
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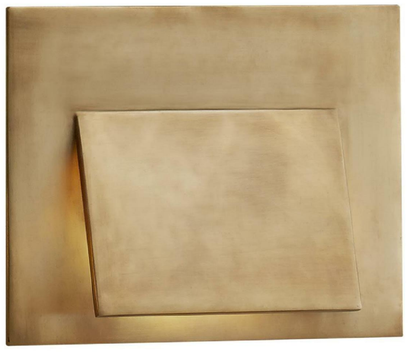
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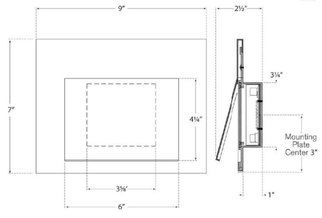
TEAR SHEET



Esker Envelope Sconce
Item # KW 2706AB

Designer: Kelly Wearstler

Height: 7"
Width: 9"
Extension: 1.5"
Backplate: 7" x 9" Rectangle
Finishes: AB, BZ, PN
Lightsource: Dedicated LED
Wattage: 12w (1100lm)
Weight: 3 Pounds



VISUAL COMFORT & CO.

HUNZA™ PURE OUTDOOR LIGHTING

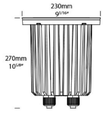
Cast Solid Bronze Safe Touch™ 150
ULTRA

PROJECT:
TYPE:
SOURCE:
NOTES:

SPECIFICATIONS IK10 IP68

LED Chip	Cree CXA 2540 field replaceable LED board
Luminaire Output	5000 Lumens @ 1400 (52watts) delivered from lumiraire with unobstructed beam.
Lumens Per Watt	90 Lumens minimum @ 52 watts delivered from lumiraire with unobstructed beam
CRI (3000K)	80 Standard, 90+ Optional
Colour Temperatures	2700K, 3000K, 4000K
Beam Angles	22, 33, 51, Asymmetric
Ingress Protection	IP68 **not for use in pool or ponds*
Inverse Kinematics Rating	IK10
Maximum Load	2000kgs (4400lbs)
Warranty	Electronics = 5 years Body Cast Solid Bronze = 25 years
Standards	BS/EN 60598.2.2 cULus 1598 CE





PRODUCT CONFIGURATION
Please fill in appropriate codes into boxes provided

Cat. No. ST150CSB

Luminaire	Power	Material/ Flange	Beam	Colour	Accessories
ST150CSB/SC		SBZ SOLID BRONZE	22 22°	2 2700K	HC/DT/W HEX CELL LOUVRE
ST150CSB/DB Direct Burial Model		SS STAINLESS STEEL	33 33°	3 3000K	GS15 GLARE SHIELD
			51 51°	4 4000K	ISNT INTERNAL SNOOT
				39 3000K, 90+ CRI	FR/T/H/S/F FROSTED LENS
SW 1400mA Input, Series Wired 52W			AS Asymmetric reflector		AN/T/H/S/F ANTI SLIP LENS
R RETRO, 120-277VAC Input, Parallel Wired					CJK CABLE JOINT KIT
					EP ELECTRO POLISH

SERIES REMOTE:
Constant current driver (included). Fixture require 37vdc @ 1400mA maximum. 0-10 volt dimming

RETRO 110-277vac DRIVER:
Constant current driver (included).
Input: 120, 240, 277 volts.
Output: 60 watts total 37vcc @ 1400mA, 0-10 volt dimming.

ADDITIONAL COMMENTS:

HUNZA™ PURE OUTDOOR LIGHTING — HUNZA FACTORY 130 Felton Matthew Ave Saint Johns Auckland 1072 New Zealand — Ph: +64-9-528 9471 hunza@hunza.co.nz www.hunzalighting.com — INTERNATIONAL CONTACTS: http://www.hunzalighting.com/contact.php

Specifications may change without notice. The document contains proprietary information and the receipt or possession does not convey any rights to reproduce or disclose its content.

L T-A

L T-B

L T-C

LIGHTING PLAN

SCALE : 1/8" = 1'-0"

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PROJECT/CLIENT

WONDERWALL HOTEL

MARK CRISTOFALO
1714 CONTRA COSTA
SAND CITY, CA.

LICENSED ARCHITECT JAMES N. SMITH NO. C-24683 11-30-25 RENEWAL DATE STATE OF CALIFORNIA

SHEET TITLE

LIGHTING PLAN

ISSUE	REVISIONS
1	07-31-24 INITIAL PLANNING SUBMITTAL

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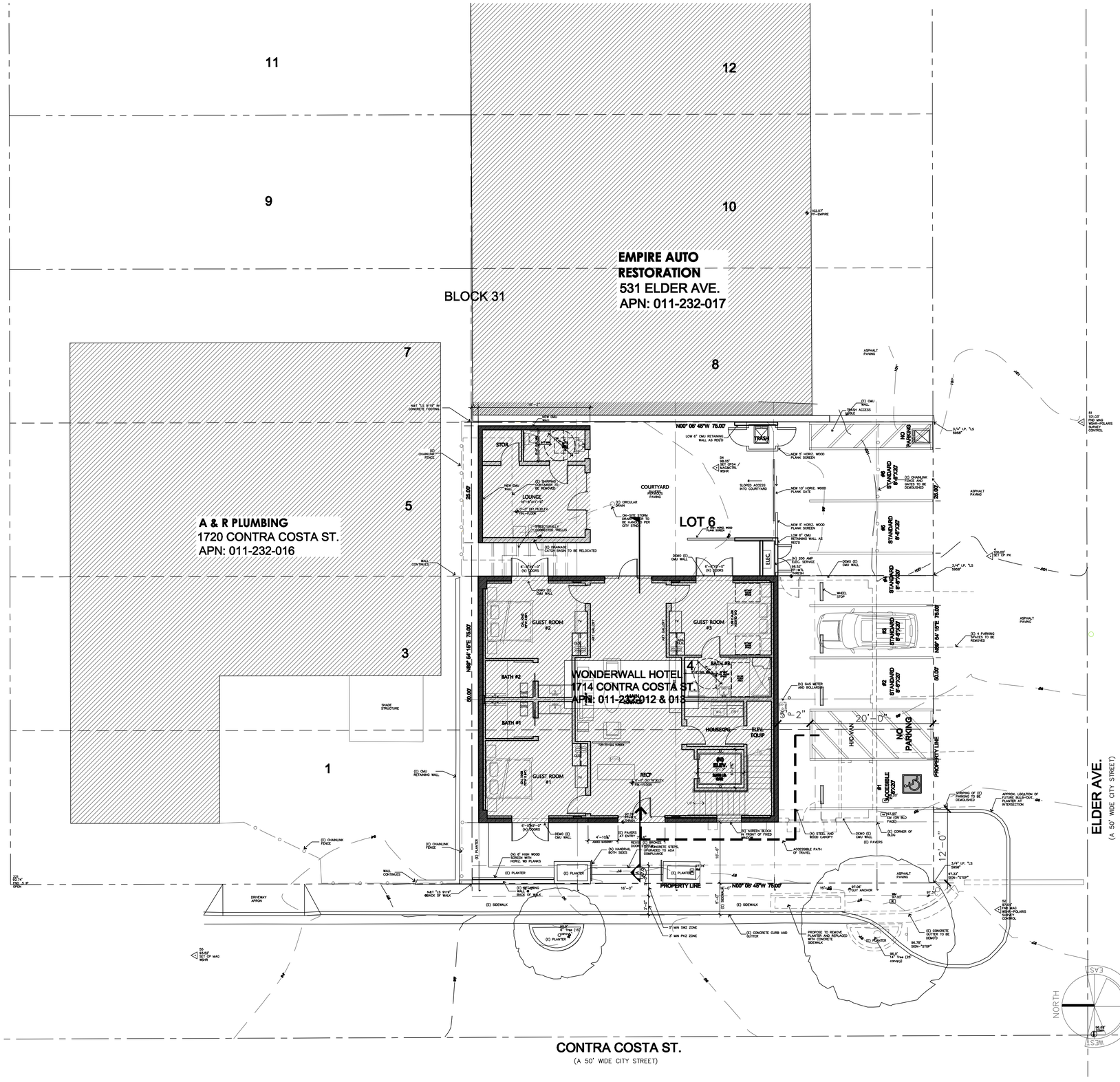
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UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

DIAL TOLL FREE 1-800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG

SITE PLAN

SCALE : 1/8" = 1'-0"

0' 2' 4' 8' 16'

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11-30-25
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SITE PLAN

ISSUE	REVISIONS
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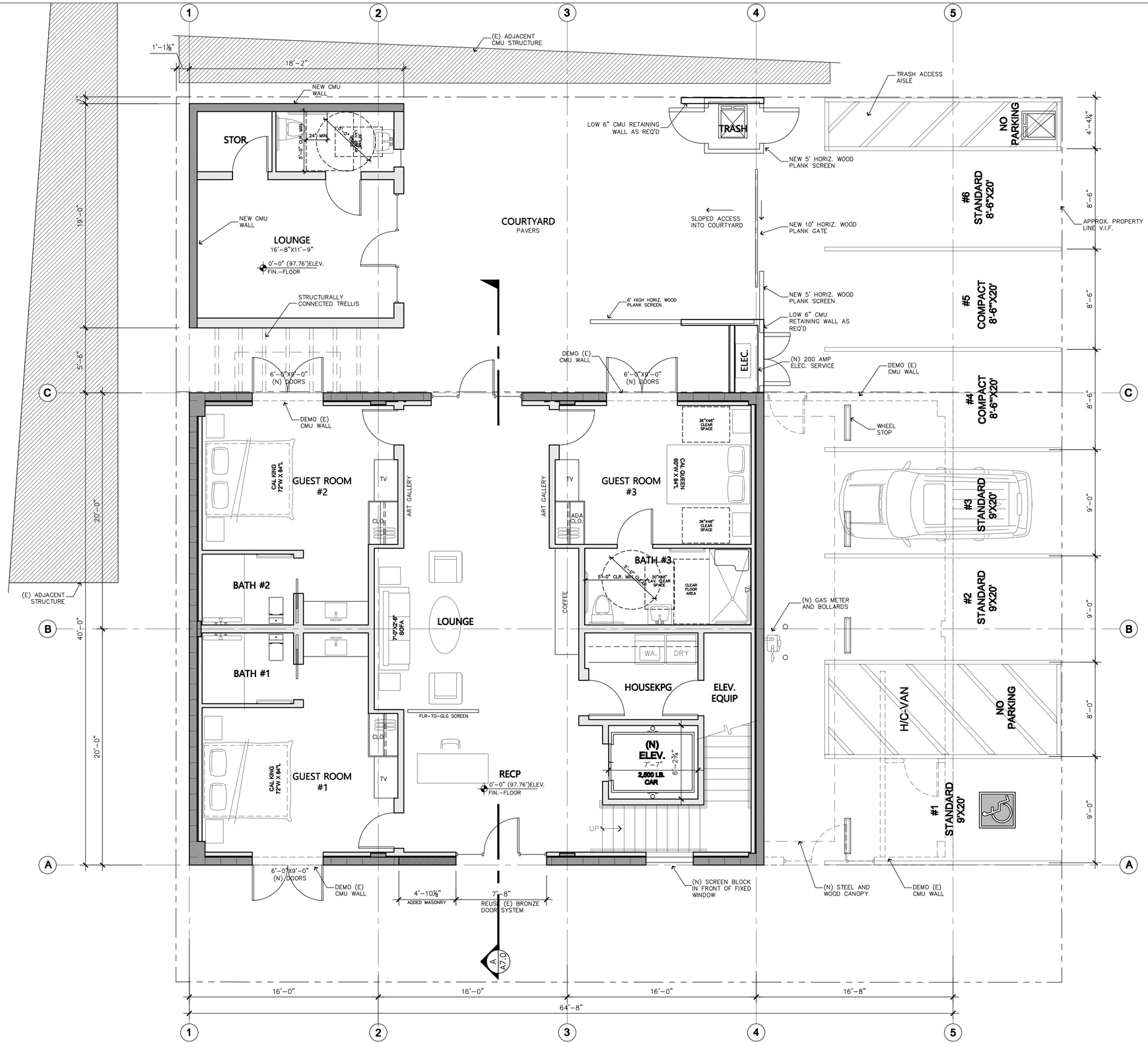
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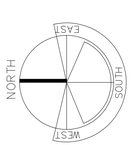
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FLOOR PLAN - MAIN LEVEL

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'



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FLOOR PLAN MAIN LEVEL

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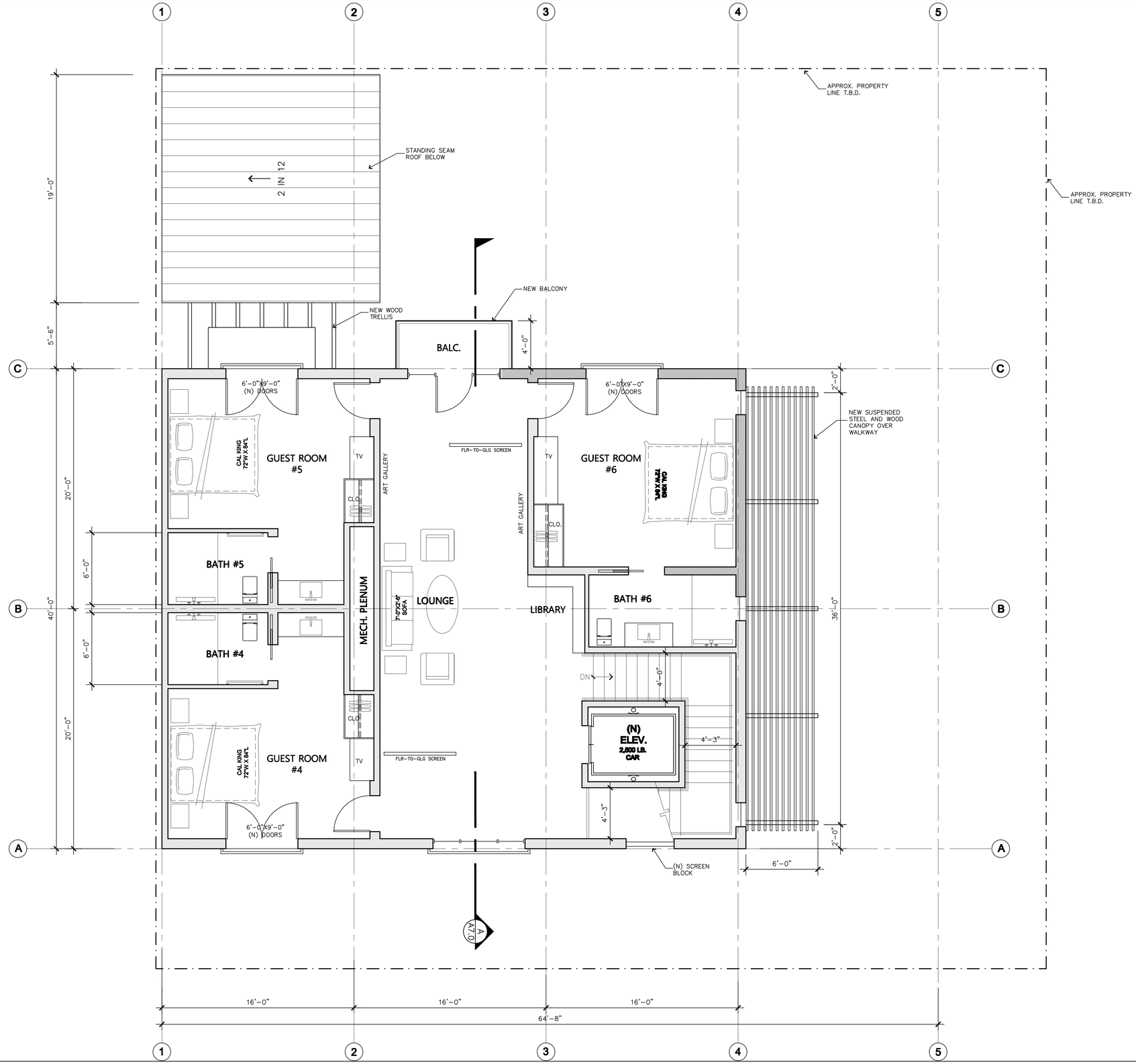
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FLOOR PLAN - UPPER LEVEL

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

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FLOOR PLAN UPPER LEVEL

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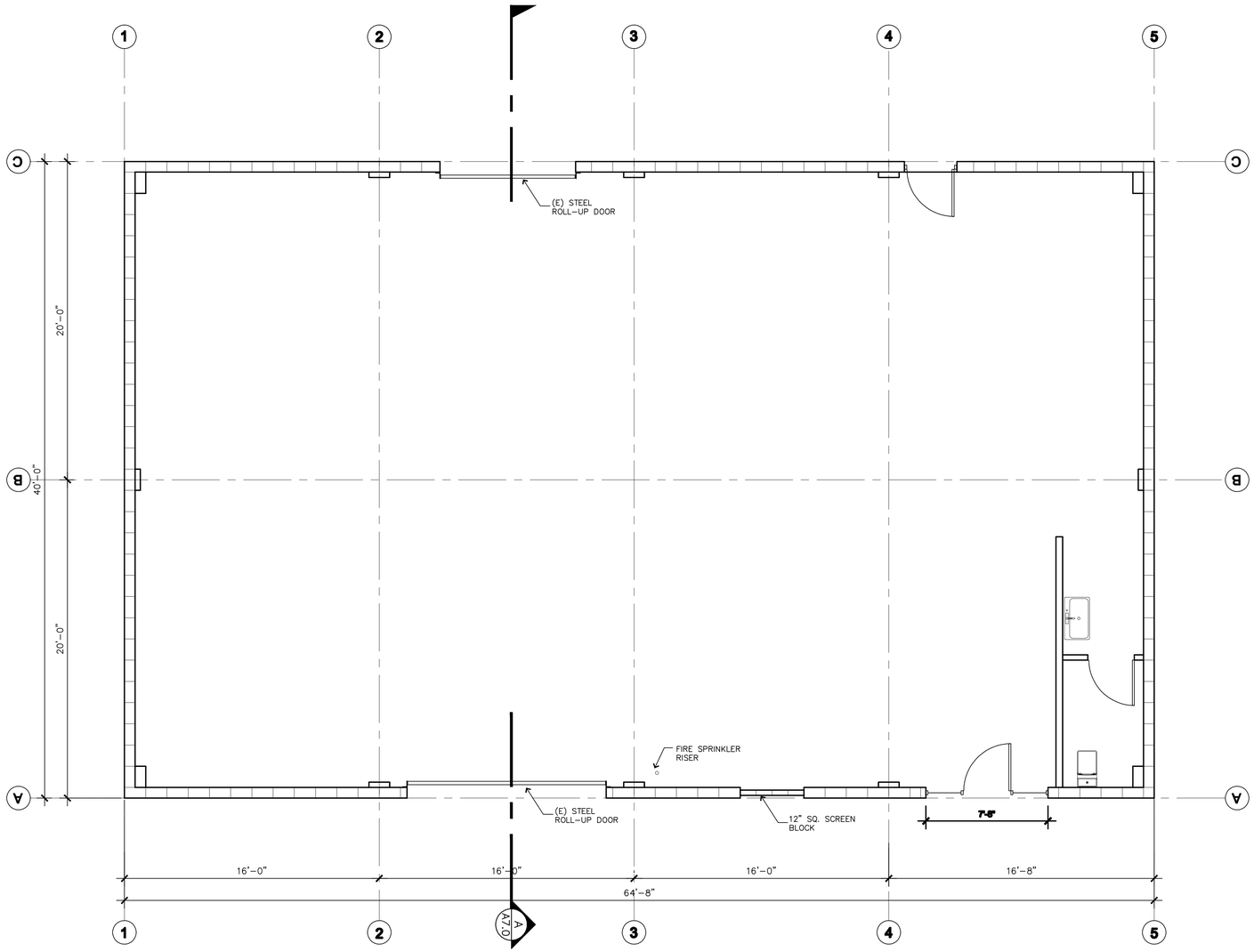
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FLOOR PLAN EXISTING

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NORTH EAST SOUTH WEST

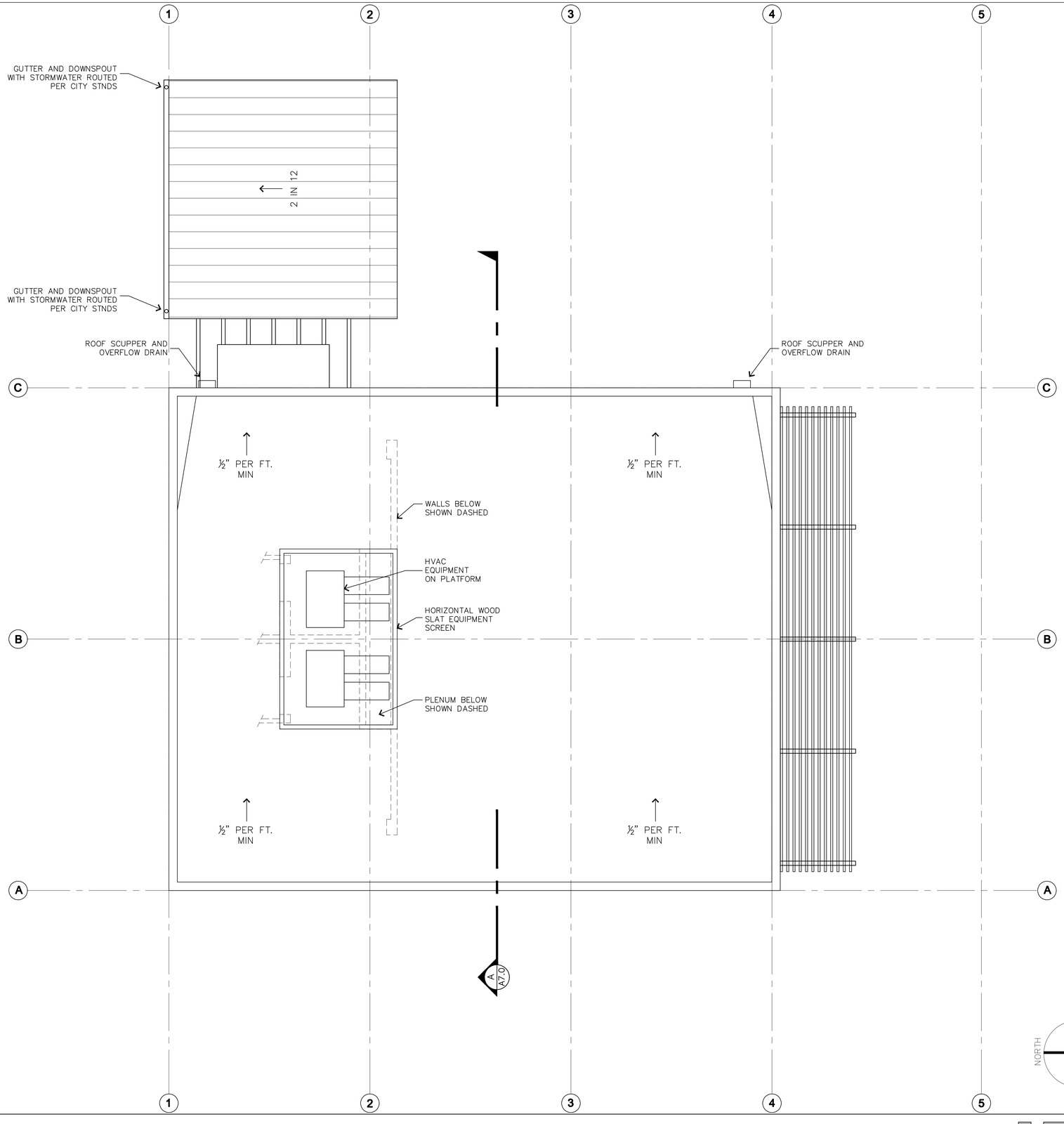
FLOOR PLAN - EXISTING

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

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ROOF PLAN

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

ROOF NOTES

1. ROOF MATERIAL TO BE PVC MEMBRANE ROOFING
2. ROOF SLOPE = ½" IN 12 UNLESS OTHERWISE NOTED
3. EAVE OVERHANG = 0" UNLESS OTHERWISE NOTED
4. COPPER GUTTERS WITH ROUND DOWNSPOUTS
5. GANG ALL VENT STACKS TO MINIMIZE QUANTITY OF ROOF JACKS AND LOCATE ROOF JACKS IN LEAST VISIBLE LOCATION
6. EACH BUNDLE OF ROOFING SHALL BEAR LAVELS FROM AN ICBO ACCREDITED QUALITY CONTROL AGENCY IDENTIFYING THEIR ROOF COVERING CLASSIFICATION AND INDICATING THEIR COMPLIANCE WITH ICC-ES-EG107 AND WITH THE WEATHERING REQUIREMENTS CONTAINED IN HEALTH AND SAFETY CODE SECTION 13132.70 (R902.2 CRC)
7. ALL PLUMBING VENTS TO BE A MINIMUM 10 FEET AWAY FROM, OR AT LEAST 3 FEET ABOVE ANY OPERABLE SKYLIGHTS PER CPC 906.2.
8. ROOF DOWN SPOUTS TO BE COLLECTED IN A TIGHT-LINE AND DISPERSED PER CITY STANDARDS

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ROOF PLAN

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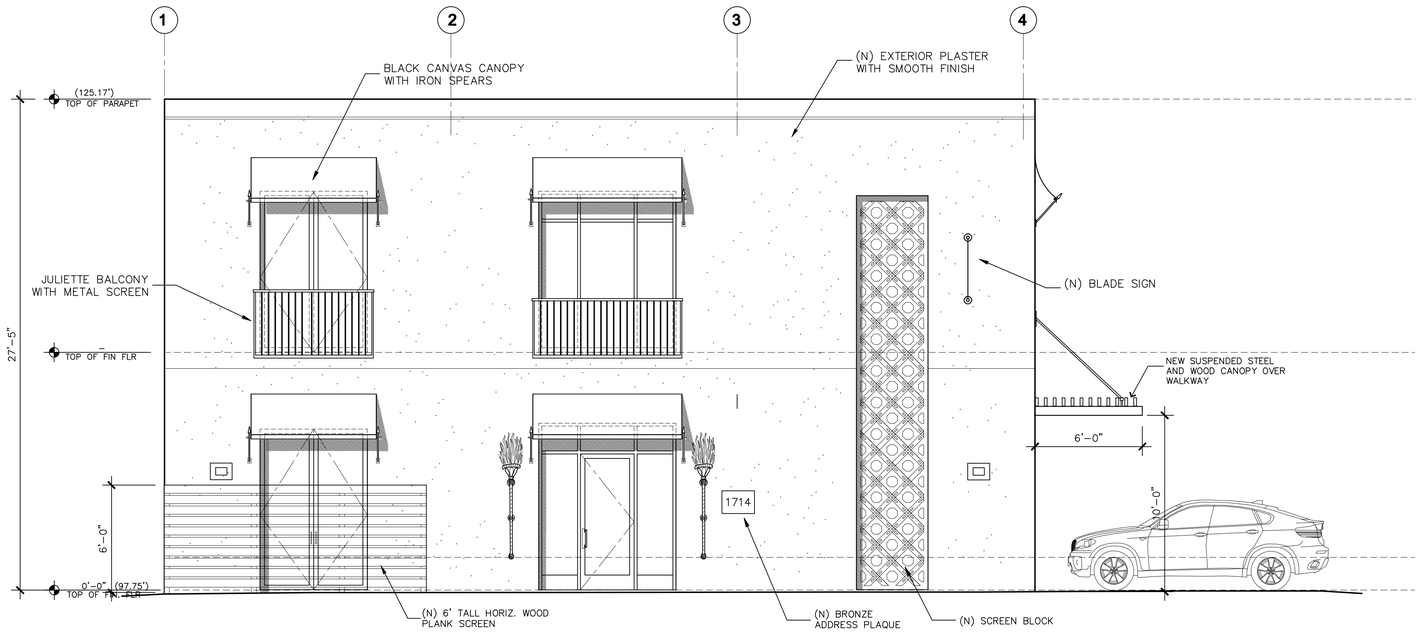
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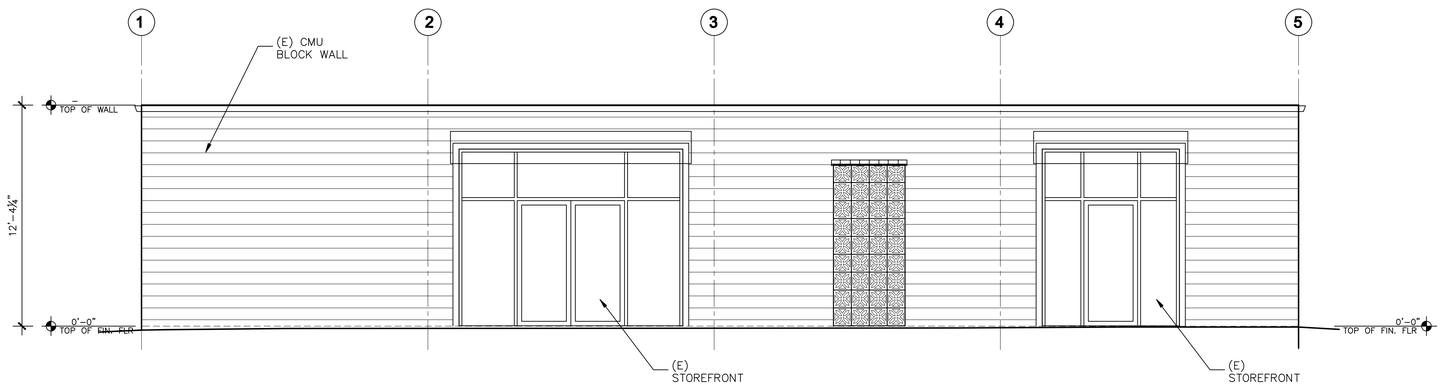
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WEST ELEVATION - FRONT ENTRY

SCALE : 1/4" = 1'-0"



WEST ELEVATION - EXISTING

SCALE : 1/4" = 1'-0"

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EXTERIOR ELEVATIONS

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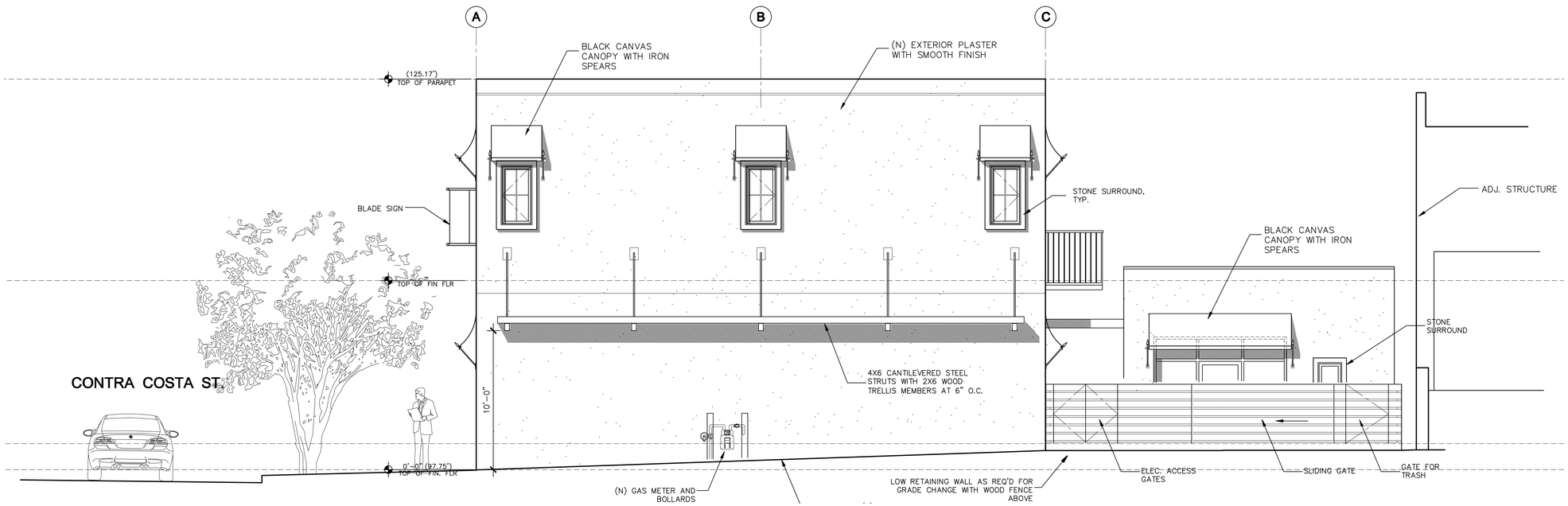
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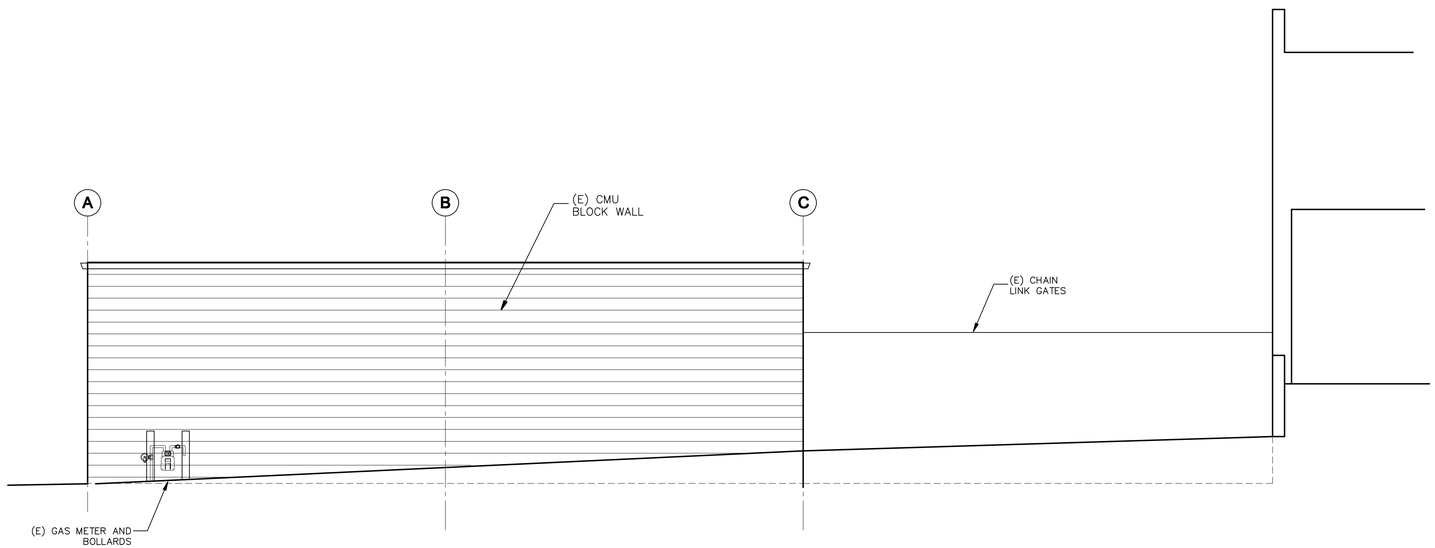
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SOUTH ELEVATION - SIDE

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'



SOUTH ELEVATION - EXISTING

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

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EXTERIOR ELEVATIONS

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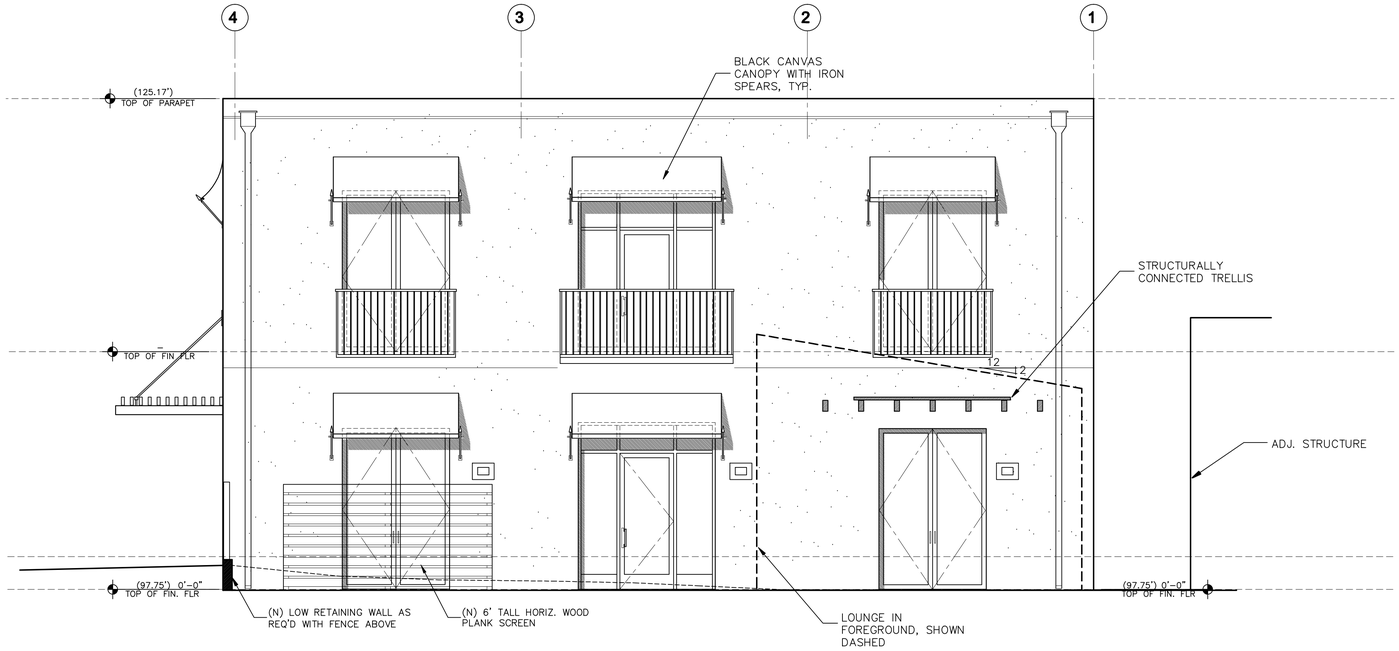
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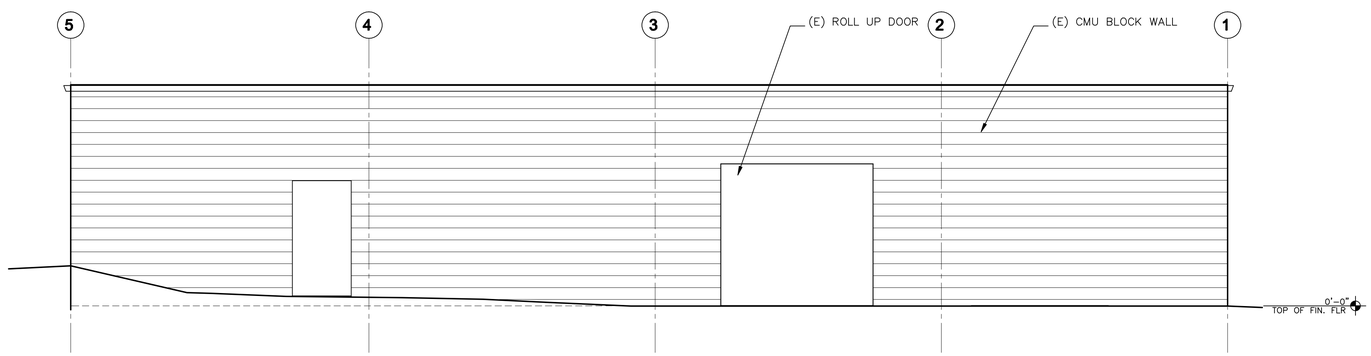
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EAST ELEVATION - REAR

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'



EAST ELEVATION - EXISTING

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

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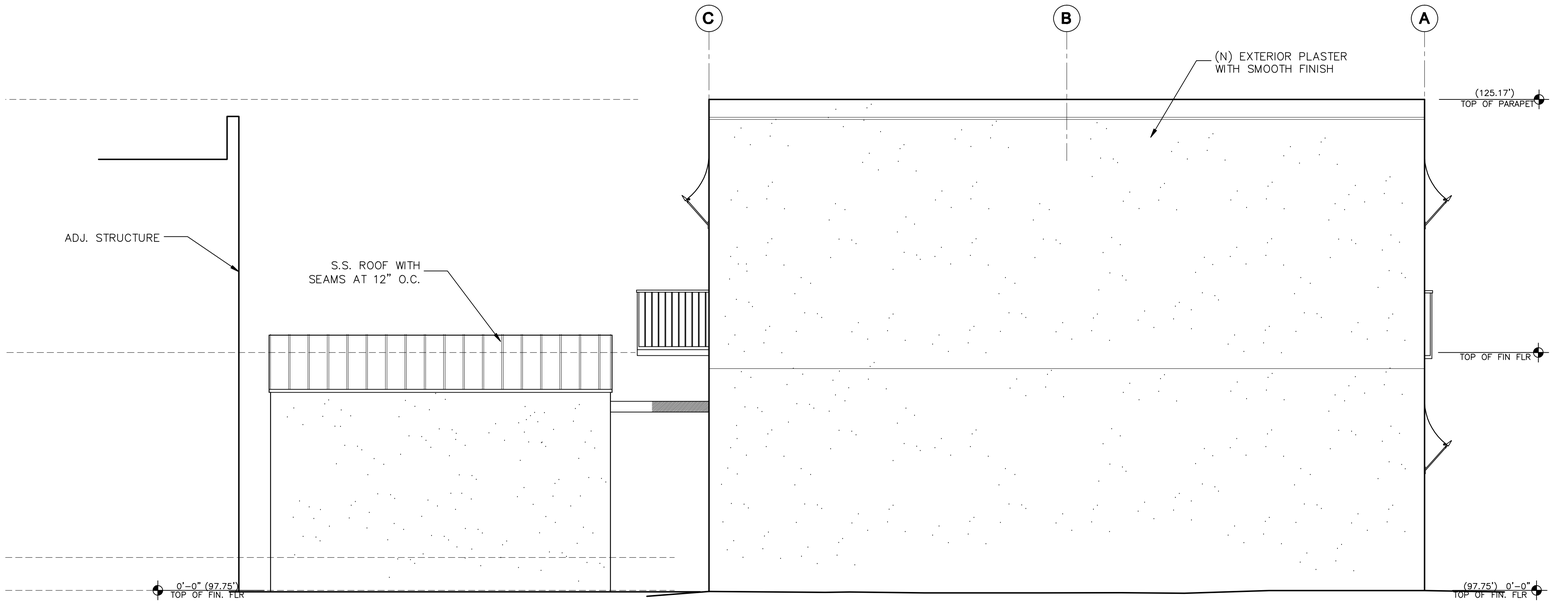
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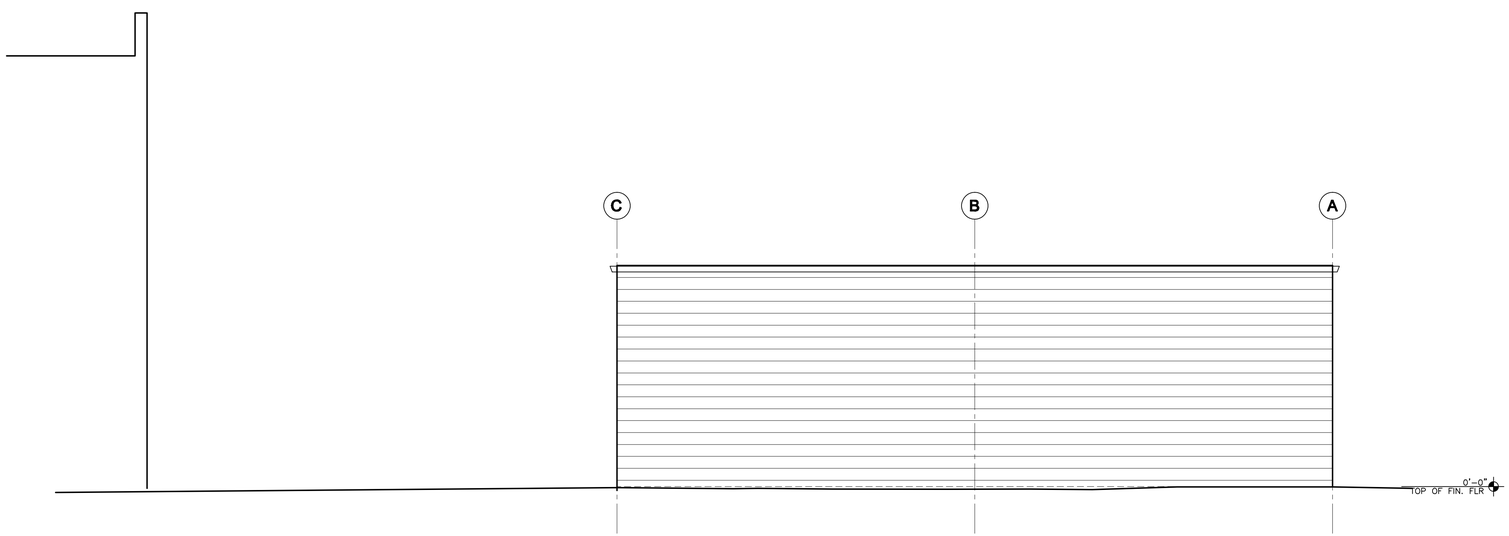
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NORTH ELEVATION - SIDE

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'



NORTH ELEVATION - EXISTING

SCALE : 1/4" = 1'-0"

0' 1' 2' 4' 8'

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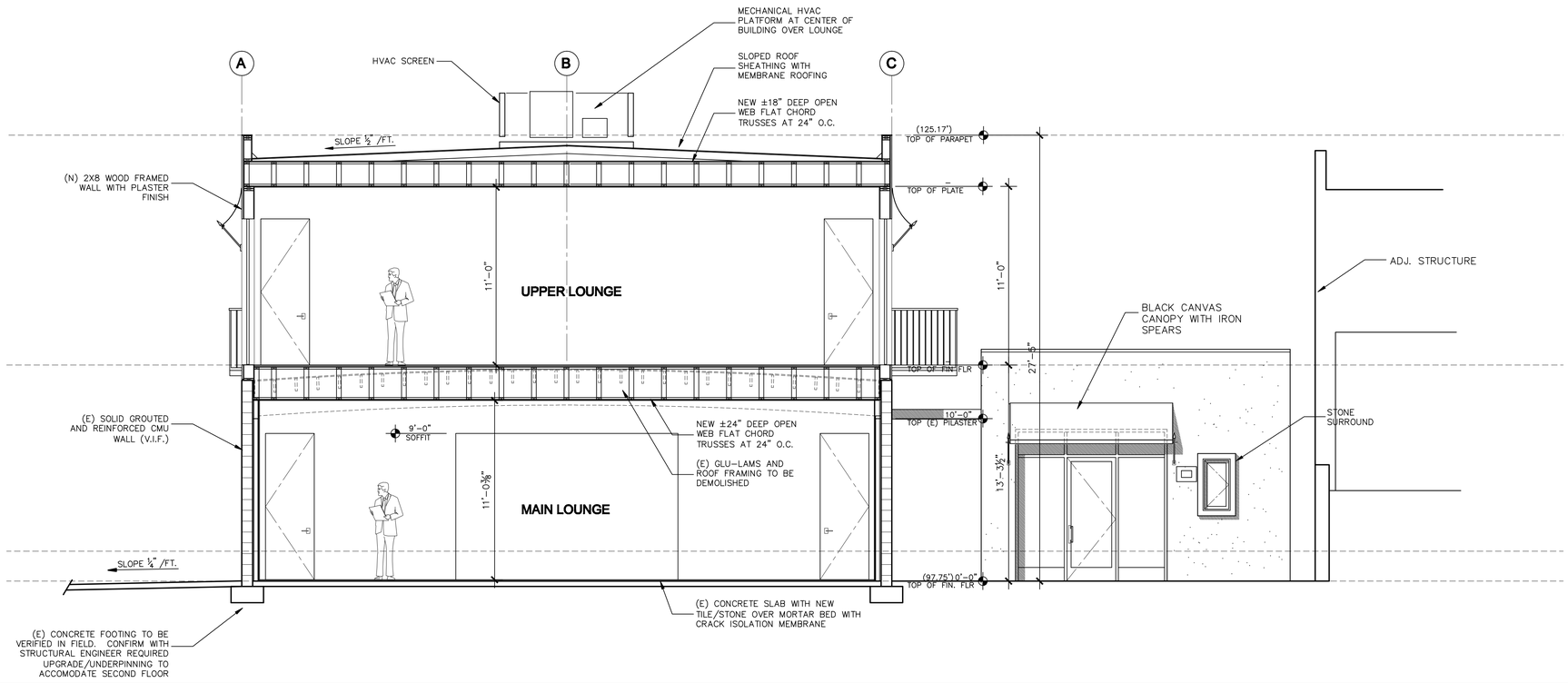
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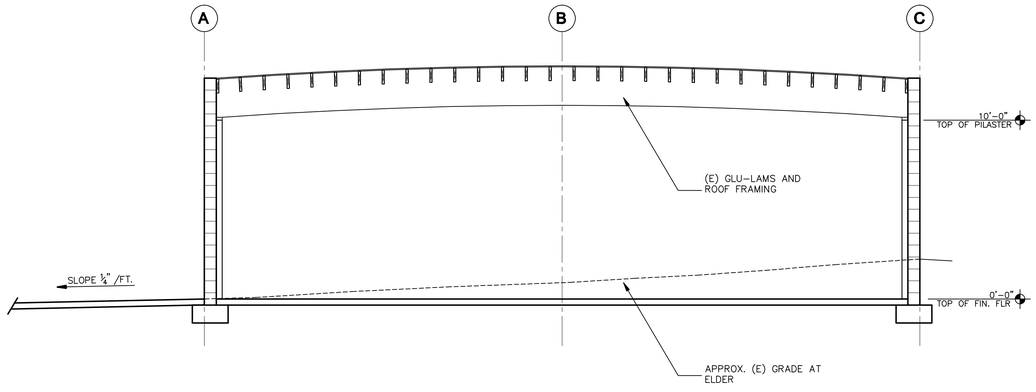
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SECTION 'A'

SCALE : 1/4" = 1'-0"



SECTION 'A'- EXISTING

SCALE : 1/4" = 1'-0"

JAMES NEWHALL SMITH
ARCHITECT, Inc.

27880 DORRIS DR. #200
CARMEL VALLEY, CA.
93923

831-915-9518
JAMES@JNSARCH.COM

PROJECT/CLIENT

WONDERWALL HOTEL

MARK CRISTOFALO
1714 CONTRA COSTA
SAND CITY, CA.

LICENSED ARCHITECT JAMES N. SMITH NO. C-24683 11-30-25 RENEWAL DATE STATE OF CALIFORNIA

SHEET TITLE

SECTIONS

ISSUE	REVISIONS
1 07-31-24 INITIAL PLANNING SUBMITTAL	

DATE

PROJECT NUMBER

SHEET NUMBER

A7.0

\\JNSRVR\JNS Projects\PROJECTS-ACTIVE\2305-WONDERWALL HOTEL\JADM Drawing Package\A7.0-SECT-WW.dwg, 8/6/2024 5:53:43 PM, DWG To PDF.pc3

Map Information:

Basis of Bearings: The bearing of S00° 05' 45"E for the centerline of Contra Costa Street as shown on a record of survey filed in Volume 20 of Surveys at Page 120 and as found monumented is taken as the basis of bearings for this survey.

Vertical Datum: Assumed
Site Benchmark: Control Point #4, elevation = 100.00' at Control Point #4 as shown hereon

Contour Interval: Contours as shown hereon are interpolated using computer digital terrain modeling software and spot elevations. Ground may be more irregular than contours indicate.

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Boundary Legend
A.S.O. - as shown on
AP - angle point
COR - corner
CP - control point
CTL - CONTROL
DOC. - document
FD/FND - found
I.P. - iron pipe
L&T - lead & tag
LS - land surveyor
MAG - MAG NAIL
MKD - marked
MON - monument
N&T - nail & tag
O.R. - Official Records, Monterey County
RCE - registered civil engineer
ROW - right of way
S.F.N.F. - searched for, not found
SPK - spike
STA - station(control point)
TBM - temporary benchmark

Topography Legend
AC - asphalt concrete
AD - area drain
BLD/BLDG - building
BRK - brick
BTM/BOT - bottom
BW - back of sidewalk
CF - curb face
CL - centerline
CONC - concrete
D - dirt
DG - decomposed granite
DK - deck
DW - driveway
EA - exposed aggregate concrete
ENCL - enclosure
EP - edge of paving
FF - finished floor
FF-THRESH - finished floor threshold
FH - fire hydrant
FL - flow line
FNC - fence
FNC-CL - chain-link fence
FOB - face of building
FOW - face of wall
FS - finished surface
GB - grade break
GUT - edge of gutter
GUYA - guy anchor
GUYP - guy pole
INT - intersection
LNDG - landing
MB - mailbox
MTL - metal
NG - natural grade
PLTR - planter
PTO - patio
PVR - paver
RD - road
STP - step
STRP - stripe
SW - sidewalk
TC - top of curb
TW/TOW - top of wall
WLK - sidewalk

Utility Legend
CATV - cable tv
COMM - communications
CO or C/O - clean out
ELEC - electric
EM - electric meter
EO - electric outlet
GM - gas meter
GV - gas valve
HB - hose bib
ICV - irrigation control valve
IRR - irrigation
JP - joint utility pole
PB - utility pull box
PF-PIN FLAG
PP - power pole
PVR - paver
SCO - sewer clean out
SDMH - storm drain manhole
SSMH - sanitary sewer manhole
TELCO - telephone
TG - top of drain grate
UP - utility pole
UTIL - utility
WL - water line
WM - water meter
WV - water valve

catch basin-drain
control point
electric meter or pull box
fire hydrant
gas meter or pull box
gas valve
guy anchor
irrigation pull box
irrigation control valve
sewer clean out
sign(pole)
storm drain manhole
sewer manhole
utility pole
water meter
water valve

Surveyor's Notes:

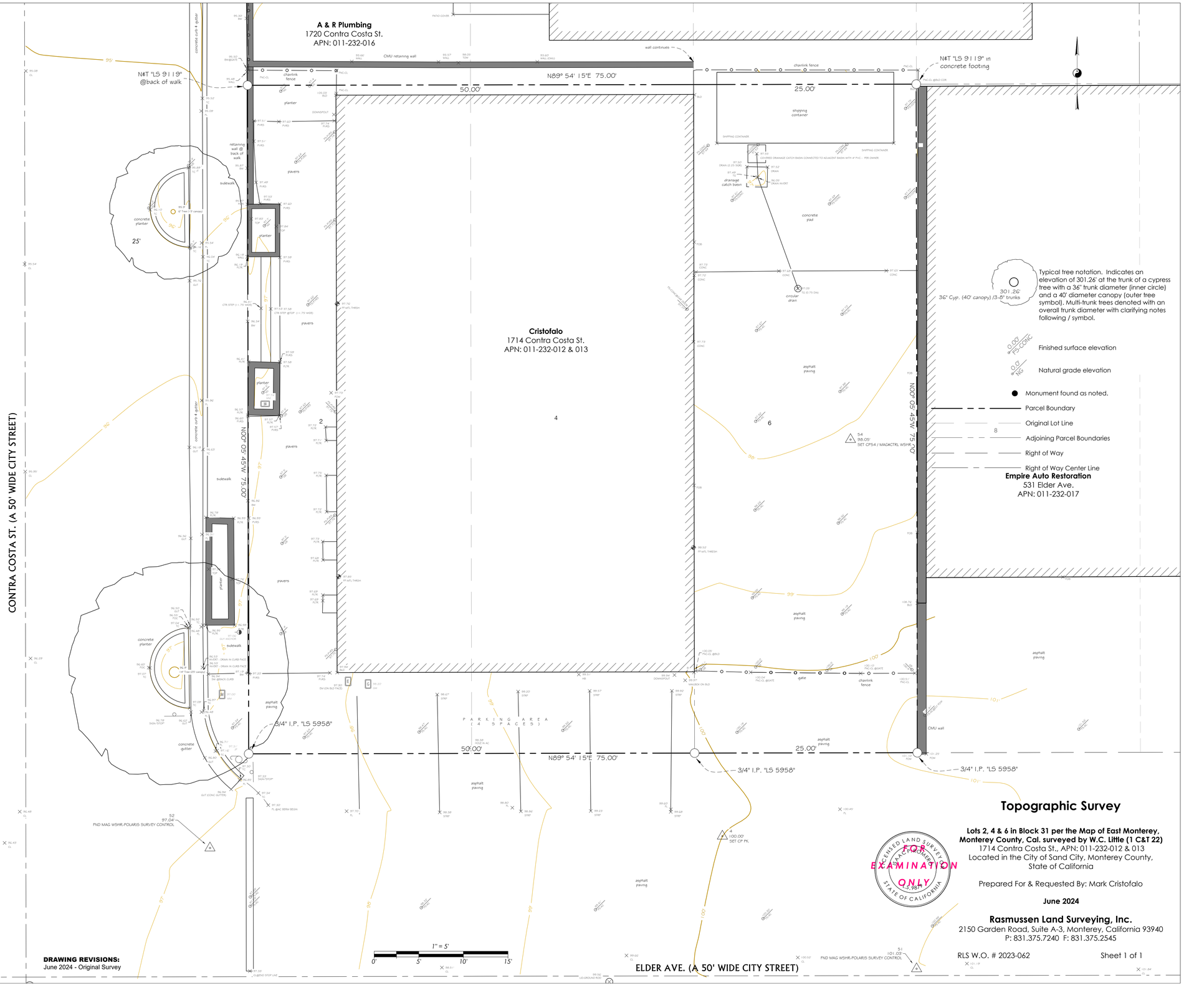
This map portrays the site at the time of the survey and does not show soils or geologic information, underground conditions, easements, zoning setbacks, regulatory information or any other items not specifically identified by the party requesting the survey. There may be easements or other rights, recorded or unrecorded, affecting the subject property which are not shown hereon.

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Typical tree notation. Indicates an elevation of 301.26' at the trunk of a cypress tree with a 36" trunk diameter (inner circle) and a 40' diameter canopy (outer tree symbol). Multi-trunk trees denoted with an overall trunk diameter with clarifying notes following / symbol.

301.26'
36" Cyp. (40' canopy) /3-5" trunks

0.00' FS-CONC — Finished surface elevation
0.0' NG — Natural grade elevation

Monument found as noted.
Parcel Boundary
Original Lot Line
Adjoining Parcel Boundaries
Right of Way
Right of Way Center Line

DRAWING REVISIONS:
June 2024 - Original Survey

FOR EXAMINATION ONLY
LICENSED LAND SURVEYOR
CALIFORNIA
L.S. 9879
STATE OF CALIFORNIA

Topographic Survey

Lots 2, 4 & 6 in Block 31 per the Map of East Monterey, Monterey County, Cal. surveyed by W.C. Little (1 C&T 22)
1714 Contra Costa St., APN: 011-232-012 & 013
Located in the City of Sand City, Monterey County, State of California

Prepared For & Requested By: Mark Cristofalo

June 2024

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93940
P: 831.375.7240 F: 831.375.2545

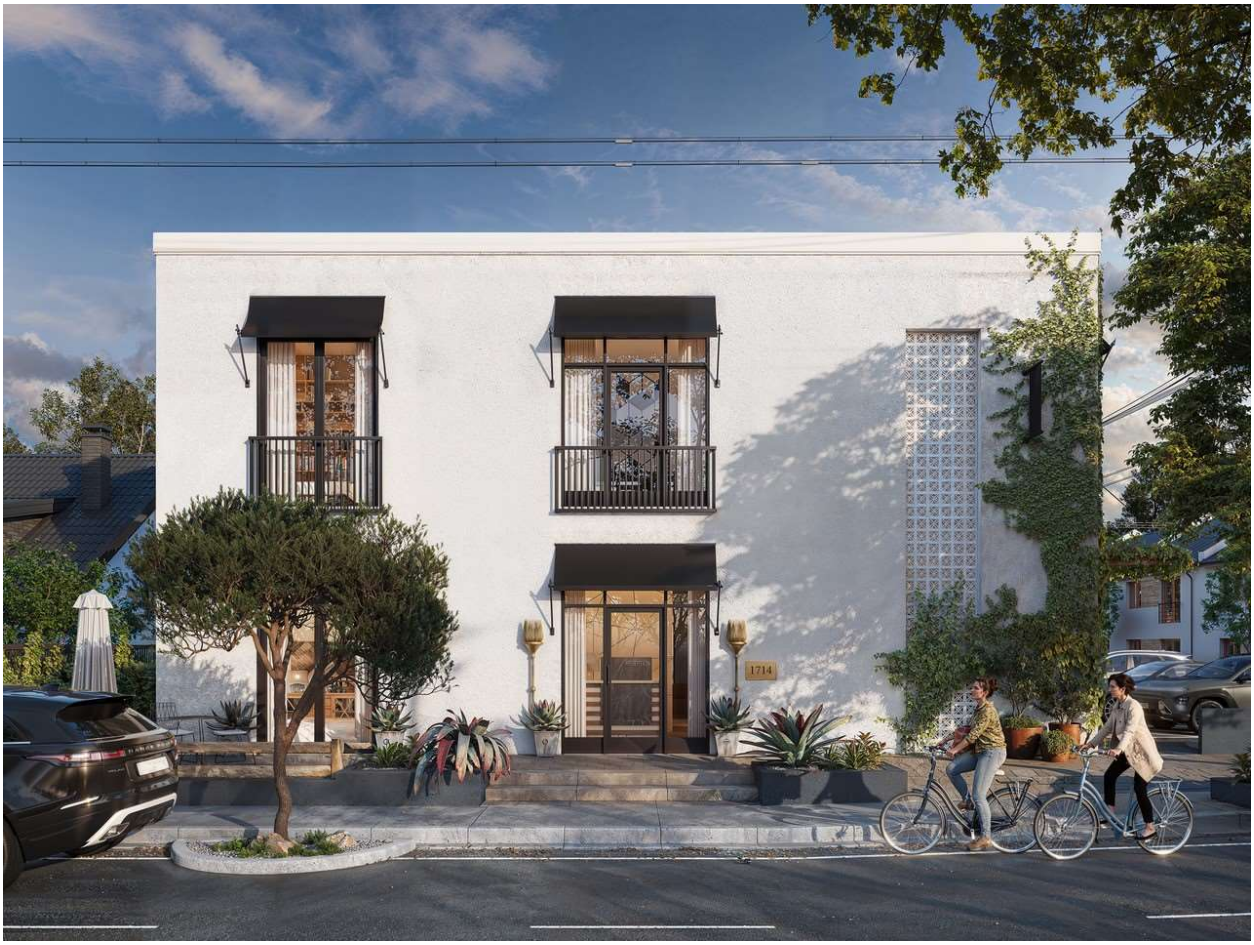
RLS W.O. # 2023-062 Sheet 1 of 1

Plotted On: 6/14/2024 9:33 AM File Name: G:\Shared drives\Civil 3D Projects 2020-2029\2023 Projects\2023-062 Cristofalo Merger\dwg\Topo Survey 1 of 1 Contra Costa 2023-062 Topo.dwg

EXHIBIT 6

RENDERINGS

ENTRY



WEST ELEVATION (CONTRA COSTA)

PARKING



SOUTH ELEVATION (ELDER AVENUE)

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WL - water line
WM - water meter
WV - water valve

catch basin-drain
control point
electric meter or pull box
fire hydrant
gas meter or pull box
gas valve
guy anchor
irrigation pull box
ICV irrigation control valve
SCO sewer clean out
sign(pole)
SDMH storm drain manhole
SSMH sewer manhole
utility pole
W water meter
WV water valve

Surveyor's Notes:

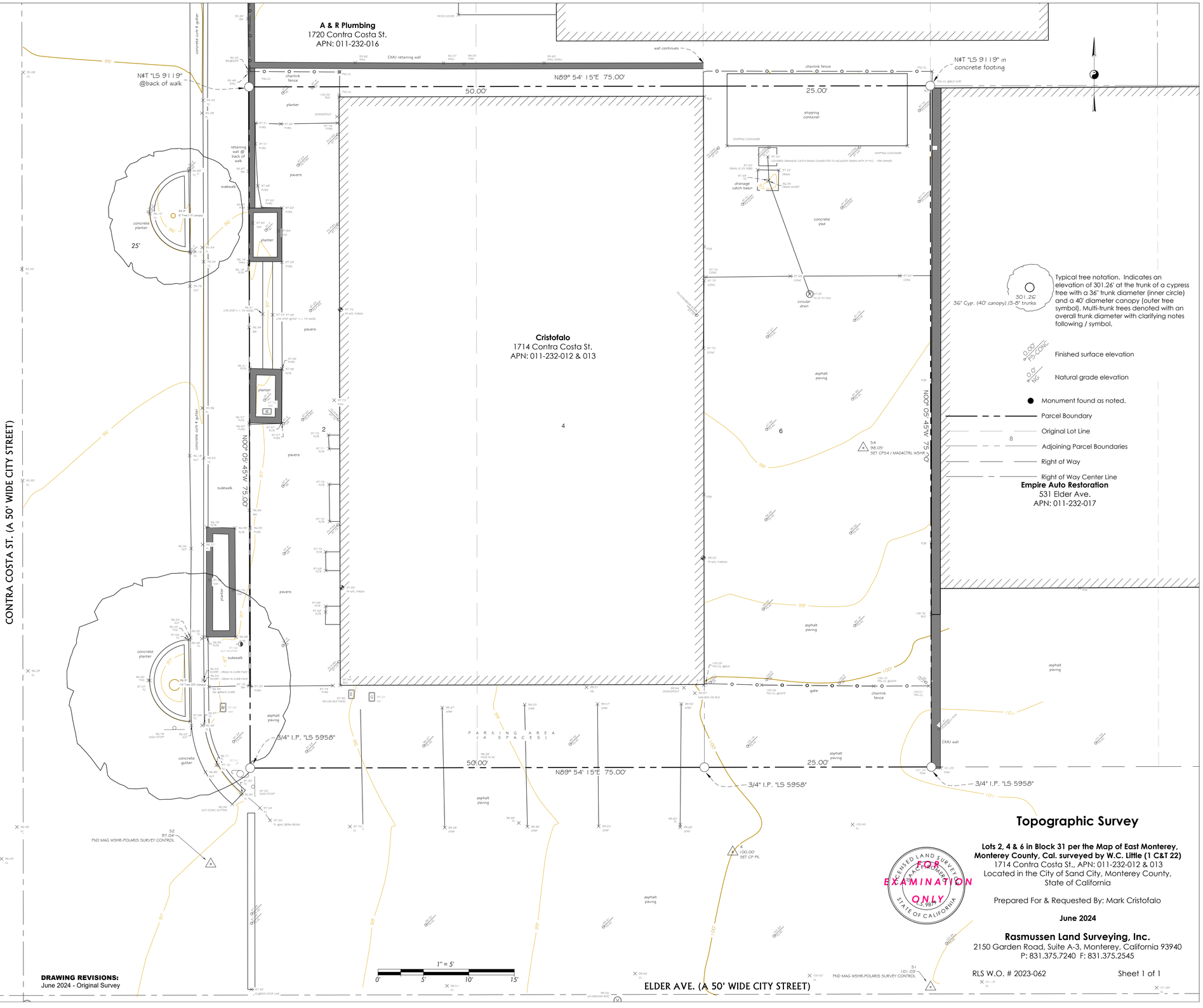
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0.00' at FS-CONC — Finished surface elevation
0.0' at NG — Natural grade elevation

- Monument found as noted.
- Parcel Boundary
- Original Lot Line
- Adjoining Parcel Boundaries
- Right of Way
- Right of Way Center Line

DRAWING REVISIONS:
June 2024 - Original Survey

FOR EXAMINATION ONLY
LICENSED LAND SURVEYOR
CALIFORNIA
L.S. 9879
STATE OF CALIFORNIA

Topographic Survey

Lots 2, 4 & 6 in Block 31 per the Map of East Monterey, Monterey County, Cal. surveyed by W.C. Little (1 C&T 22)
1714 Contra Costa St., APN: 011-232-012 & 013
Located in the City of Sand City, Monterey County, State of California

Prepared For & Requested By: Mark Cristofalo

June 2024

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93940
P: 831.375.7240 F: 831.375.2545

RLS W.O. # 2023-062 Sheet 1 of 1

Plotted On: 6/14/2024 9:33 AM File Name: G:\Shared drives\Civil 3D Projects 2020-2029\2023 Projects\2023-062 Cristofalo Merger\dwg\Topo Survey 1 of 1 Contra Costa 2023-062 Topo.dwg

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

NON-RESIDENTIAL WATER RELEASE FORM AND WATER PERMIT APPLICATION

NOTE: When approved and signed by the Jurisdiction this form must be submitted with final and complete Construction Plans to:
5 Harris Court, Bldg. G ~ Monterey, CA 93940 ~ (831) 658-5601 ~ www.mpwmd.net

Completing the Water Release Form & Water Permit Application does not guarantee issuance of a Water Permit.

ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED. *(Please print firmly)*

1. OWNERSHIP INFORMATION:
Name: CASA CIPRE LLC
Daytime telephone: 831.402.9970
Mailing Address: 1714 Contra Costa St, Salo City CA
E-Mail Address: MARKO.MARKCRISTOFALO.COM 93955

2. AGENT/REPRESENTATIVE INFORMATION:
Name: MARK CRISTOFALO
Daytime telephone: 831 402 9970
Mailing Address: 1714 Contra Costa St, Salo City CA 93955
E-Mail Address: MARKO.MARKCRISTOFALO.COM

3. PROPERTY INFORMATION:
Year building was constructed? 1965 Existing Square-footage 2,600 Proposed Square-footage 2,600
Address: 1714 Contra Costa Street, Salo City, CA 93955 **Assessor Parcel Number** 011-232-013
Water Company serving parcel: Cal Am Is a water meter needed? (Circle one) YES (NO) (How Many)
NOTE: Separate water meters are required for each User. Cal-AM Account Number: 1015-22002134 2598

4. Type of Non-Residential Use: OFFICE (old) convert to Hotel (new)

5. Project Description (Be thorough and detailed): REMODEL AND RENOVATE EXISTING OFFICE TO 6 ROOM BOUTIQUE HOTEL.

Any change in Use/Expansion of Use requires a Water Permit. Deed Restriction Required for all Water Permits. Mandatory Retrofit Upon Expansion of Use.

Existing Group I *(All Uses before project)*

Users in this category are low water uses where water is primarily used for employee hygiene and minimal janitorial uses. Examples are shown below.

Type of Use	SqFt	Factor	Capacity
Auto Uses		x 0.00007 =	
Bank		x 0.00007 =	
Dry Cleaner (No Onsite Laundry)		x 0.00007 =	
Gym		x 0.00007 =	
Nail Salon		x 0.00007 =	
Office	2,600	x 0.00007 =	1.82
Retail		x 0.00007 =	
Supermarket		x 0.00007 =	
Warehouse		x 0.00007 =	
Tasting Room (ABC Type 2)		x 0.00007 =	

Post Project Group I *(All Uses after project)*

Type of Use	SqFt	Factor	Capacity
Auto Uses		x 0.00007 =	
Bank		x 0.00007 =	
Dry Cleaner (No Onsite Laundry)		x 0.00007 =	
Gym		x 0.00007 =	
Nail Salon		x 0.00007 =	
Office		x 0.00007 =	
Retail		x 0.00007 =	
Supermarket		x 0.00007 =	
Warehouse		x 0.00007 =	
Tasting Room (ABC Type 2)		x 0.00007 =	

Existing Group II *(All Uses before project)*

Users in this category prepare and/or sell food/beverages that are primarily provided to customers in/on disposable tableware. Food with high moisture content and liquid food may be served on reusable tableware. Glassware may be used to serve beverages. Users in this category are not full-service restaurants.

Type of Use	SqFt	Factor	Capacity
Bakery		x 0.0002 =	
Bar (ABC License-Indoor/Outdoor)		x 0.0002 =	
Catering		x 0.0002 =	
Coffee House		x 0.0002 =	
Deli		x 0.0002 =	
Ice Cream Shop/Sandwich Shop		x 0.0002 =	
Pizza		x 0.0002 =	

Post Project Group II *(All Uses after project)*

Type of Use	SqFt	Factor	Capacity
Bakery		x 0.0002 =	
Bar (ABC License-Indoor/Outdoor)		x 0.0002 =	
Catering		x 0.0002 =	
Coffee House		x 0.0002 =	
Deli		x 0.0002 =	
Ice Cream Shop/Sandwich Shop		x 0.0002 =	
Pizza		x 0.0002 =	

Existing Group III *(All Uses before project)*

Type of Use	Quantity/SF	Factor	Capacity
Assisted Living (more than 6 beds)		x 0.085 bed =	
Dry Cleaner (with Onsite Laundry)		x 0.0002 =	
Beauty Shop /Dog Grooming		x 0.0567 station =	
Child/Dependent Adult Day Care		x 0.0072 person =	
Dormitory		x 0.020 bed =	
Laundromat		x 0.12 machine =	
Motel/Hotel/Bed &Breakfast		x 0.064 room =	
w/Large Tub (add to room)		x 0.03 tub =	
w/Each Showerhead beyond one		x 0.02 per head =	
Irrigated area (within 10 ft. of bldg.)		x ETWU[1] =	
Plant Nursery		x 0.00009 sf =	
Public Toilet		x 0.058 toilet =	
Public Urinal		x 0.036 urinal =	
Zero Water Consumption Urinal		No value =	
Recreational Vehicle (RV) Hookup		x 0.064 =	
Restaurant (Includes Bar/Brewpub Seat)		x 0.02 seat =	
Ext. Seats above Allowance		x 0.01 seat =	
Ext. Seats within Allowance		x No value =	
Restaurant (24-Hour and Fast Food)		x 0.038 seat =	
School/Church		x 0.00007 sf =	
Self-Storage		x 0.0008 unit =	
Skilled Nursing/Alzheimer's Care		x 0.120 bed =	
Spa		x 0.05 spa =	
Swimming Pool (each 100 sq-ft of pool surface)		x 0.02 sf =	
Theater		x 0.0012 seat =	
***EXISTING* Capacity**		**TOTAL** =	1.82

Post Project Group III *(All Uses after project)*

Type of Use	Quantity/SF	Factor	Capacity[1]
Assisted Living (more than 6 beds)		x 0.085 bed =	
Dry Cleaner (with Onsite Laundry)		x 0.0002 =	
Beauty Shop/Dog Grooming		x 0.0567 station =	
Child/Dependent Adult Day Care		x 0.0072 child =	
Dormitory		x 0.020 bed =	
Laundromat		x 0.12 machine =	
Motel/Hotel/Bed & Breakfast	6	x 0.064 room =	0.384
w/Large Tub (add to room)		x 0.03 tub =	
w/Each Showerhead beyond one		x 0.02 per head =	
Irrigated area (within 10 ft. of bldg.)		x ETWU =	
Plant Nursery		x 0.00009 sf =	
Public Toilet		x 0.058 toilet =	
Public Urinal		x 0.036 urinal =	
Zero Water Consumption Urinal		no value =	
Recreational Vehicle (RV) Hookup		x 0.064 =	
Restaurant (Includes Bar/Brewpub Seat)		x 0.02 seat =	
Ext. Seats above Allowance		x 0.01 seat =	
Ext. Seats within Allowance		x No Value =	
Restaurant (24-Hour and Fast Food)		x 0.038 seat =	
School/Church		x 0.00007 sf =	
Self-Storage		x 0.0008 unit =	
Skilled Nursing/Alzheimer's Care		x 0.120 bed =	
Spa		x 0.05 spa =	
Swimming Pool (each 100 sq-ft of pool surface)		x 0.02 sf =	
Theater		x 0.0012 seat =	
PROPOSED Capacity		**TOTAL** =	0.384

Group IV – Modified Uses
Reduced water Capacity and have received a Water Use Credit or modified factor from the District
New/Refurbished Landscape – Refer to District Rule 142.1 "Water Efficient Landscape Requirements"

PROPOSED WATER CAPACITY (DIFFERENCE BETWEEN EXISTING CAPACITY –POST PROJECT CAPACITY) = ____
NOTE: Water Factors are subject to change by Board action *(Jurisdiction must authorize water for positive result)*

In completing this Water Release Form, the undersigned (as owner or as agent for the property owner) acknowledges that any discrepancy or mistake may cause rejection or delay in processing of the application. Additionally, the undersigned is responsible for accurately accounting for the type of Non-Residential use. Changes of Use or Expansions completed without a Water Permit may result in additional fees and penalties, the imposition of a lien on the property, and the deduction of water from the local Jurisdiction's Allocation.

I certify, under penalty of perjury, that the information provided on this Water Release Form & Permit Application is to my knowledge correct, and the information accurately reflects the changes presently planned for this property.

Signature of Owner/Agent _____ Date 10.10.23

AUTHORIZATION FOR WATER PERMIT – JURISDICTION USE ONLY

___ *AF Paralta Allocation* ___ *AF Public Credits* ___ *AF Pre-Paralta Credits* ___ *WDS (Private Well)* ___ *No water needed* ___ *Entitlement*

Notes: _____ **Authorized by:** _____ **Date:** _____

[1] See MPWMD Rule 142.1 *This form expires on the same date as any discretionary or building permit issued for this Project by the Jurisdiction*

EXHIBIT 16-A
MONTHLY ALLOCATION REPORT
Reported in Acre-Feet
For the month of October 2024

Jurisdiction	Paralta Allocation*	Changes	Remaining	PRE-Paralta Water	Changes	Remaining	Public Credits	Changes	Remaining	Total Available
Airport District	8.100	0.000	5.197	0.000	0.000	0.000	0.000	0.000	0.000	5.197
Carmel-by-the-Sea	19.410	0.000	1.398	1.081	0.000	1.081	0.910	0.000	0.182	2.661
Del Rey Oaks	8.100	0.000	0.000	0.440	0.000	0.000	0.000	0.000	0.000	0.000
Monterey	76.320	0.000	0.298	50.659	0.000	0.181	38.121	0.000	2.451	2.920
Monterey County	87.710	0.000	10.578	13.080	0.000	0.352	7.827	0.000	1.181	12.121
Pacific Grove	25.770	0.000	0.010	1.410	0.000	0.014	15.874	0.000	0.002	0.026
Sand City	51.860	0.000	0.000	0.838	0.000	0.000	24.717	0.000	23.163	23.163
Seaside	65.450	0.000	0.743	34.438	0.256	28.549	2.693	0.000	1.144	30.436
District Reserve	9.000	0.000	8.607	N/A			N/A			8.607
TOTALS	**342.720**	**0.000**	**26.831**	**101.946**	**0.256**	**30.177**	**90.142**	**0.000**	**28.123**	**85.131**

Allocation Holder	Water Available	Changes this Month	Total Demand from Water Permits Issued	Remaining Water Available
Quail Meadows	33.000	0.000	32.320	0.680
Water West	12.760	0.030	10.155	2.605

* Does not include 15.280 Acre-Feet from the District Reserve prior to adoption of Ordinance No. 73.

CITY OF SAND CITY
PLANNING DEPARTMENT

Development Permit Application Form for Site Plan and/or Architectural Review

(Projects in Coastal Zone also requires a Coastal Development Permit)

APPLICANT:

Name: MARK CRISTOFALO

Mailing Address: 1714 CONTRA COSTA (Street) SAND CITY (City) CA. (State) 93955 (Zip)

Phone Number: [redacted] Fax Number (if any): ( )

E-mail (if any): [redacted]

Representative Name (if any): JAMES SMITH

Mailing Address: [redacted] (Street / City / State / Zip)

Phone Number: [redacted] Fax Number (if any): ( )

E-mail (if any): [redacted]

PROPERTY OWNER:

Name: CASA CIPRE LLC.

Mailing Address: 1714 CONTRA COSTA (Street) SAND CITY (City) CA. (State) 93955 (Zip)

Phone Number: [redacted] Fax Number (if any): ( )

E-mail (if any): [redacted]

PROJECT DESCRIPTION:

1. Project Name: WONDERWALL HOTEL
2. Street Address: 17 H CONTRA COSTA. Assessor's Parcel Number: 011-232-012 011-232-013
3. Gross Property Area: 5,623 S.F. Floor Area Square Footage: 4,237 S.F.
4. Describe in detail the intended use of the property: NEW & REMODEL OF (E) ONE STORY COMMERCIAL BLDG CONVERTED INTO TWO STORY 6 ROOM HOTEL W/ ON-SITE PARKING WITH SEMI-DETACHED LOUNGE & COURTYARD

Use back of this sheet or attach additional paper if necessary.

10. Stormwater Management:

a) How much pervious area does the project site currently have? 144 square feet

b) How much impervious area does the project currently have? 5,479 square feet

c) How much new and/or additional impervious surface area (if any) will be created by the project? NONE. WILL REDUCE IMPERVIOUS square feet

d) Does the project site include (circle all that apply): Impermeable soil, near-surface bedrock, high groundwater, groundwater pollution or contaminated soils, steep slopes, geotechnical instability (i.e. coastal bluffs), high-intensity land use, heavy pedestrian or vehicle traffic, endangered species habitat, protected vegetation, archeological resources or safety concerns? N/A

You are required to submit a Stormwater Control Plan with this application submission to demonstrate project compliance with Post-Construction Stormwater Management Requirements. See additional information under "Application Attachment Sheet 2". (Note: This application will be deemed "incomplete" without submission of a Stormwater Control Plan concurrently. Said Plan shall be subject to City Engineer review and approval during the processing of a project's land use entitlement permits.)

11. Will there be any business related signs installed:..... ONE SMALL BLADE SIGN (Y) / N
(Note: If yes, sign requires architectural review before installation).

12. Are there adequate water and sewer utilities provided to the site?..... TO BE UPGRADED (Y) / N

13. Is there on-site water credit available to facilitate the proposed project?..... Y (N)
If "Yes", then what is the credit amount? _____Acre-Feet.

14. Has the amount of water credit noted above been verified in writing..... Y / (N)
by the MPWMD staff?

If "Yes", then provide copy of written verification with this application.
(Note: This application may be deemed "incomplete" without said written verification from the MPWMD.)

15. Will your project require an allocation of water?..... (Y) / N

If yes, provide a written statement from the Monterey Peninsula Water Management District as to how much water they estimate the project will need. (Note: This application may be deemed "incomplete" without said written statement from the MPWMD.)

16. Describe the source of water for the project (i.e. Cal-Am., on-site well, etc.) CAL AM

17. Estimate water consumption for the proposed project, and explain. .6 HAVE .182
SO NEED .418 FU. ALLOCATION

18. Will there be any on-site demolition to facilitate the project?..... (Y) / N

If "yes" then describe. PORTION OF (E) STRUCTURE

5 Describe the existing conditions, and previous use of the subject property: (6) OFFICE W/ ALMOST ALL IMPERVIOUS SURFACES

Use back of this sheet or attach additional paper if necessary.

6. Indicate either "Yes", "Maybe", or "No" for the following items applicable to the project or its effects. Explain those items either checked "Yes" or "Maybe". (Use the back of this form or attach additional sheets as needed).

		YES	MAYBE	NO
a.	Change in existing features of any bay, beach hill, or substantial alteration of ground surface.			X
b.	Change in scenic views or vistas from existing areas or public lands or roads.			X
c.	Change in pattern, scale, or character of general area of the project.			X
d.	Significant amount of solid waste or litter.			X
e.	Change in dust, ash, smoke, fumes or odors in the vicinity.			X
f.	Change in ocean or ground water quality or quantity, or alteration of existing surface drainage patterns.			X
g.	Substantial change in existing noise and/or vibration levels in the vicinity.			X
h.	Site on filled land or slope of 10 percent or more.			X
i.	Use or disposal of potentially hazardous or toxic materials, such as flammable or explosives.			X
j.	Substantial change in demand for public services (i.e. Police, Fire, (Water, Sewer) Schools, etc.)	X		
k.	Is this related to a larger or series of projects?			X

7. How many parking spaces are currently on the property? 6 Are they Striped?.....(Y) N

8. How many on-site parking spaces are proposed? 0 covered 6 open

9. Is there a loading area separate from the parking identified above?.....Y (N)

NOT SPECIFICALLY DESIGNATED

32. Describe measures to protect any identified archaeological resources (if any). Not applic.

33. Describe project design features that will impede, provide, or enhance public views. N/A

34. What areas of the property are proposed (if any) for public use, or vertical / lateral, and/or bluff top access ways? Explain. Hopev

35. Is a tentative sub-division map attached with this application for review and approval?.....Y (N)

APPLICATION CONSENT AND CERTIFICATION:

An application cannot be accepted without the signature of both the applicant and property owner. Failure to provide both signatures (at a minimum) may qualify this application as "incomplete".

Applicant's Attestation: I/We state that as the applicant(s) here described, I/we have read and completed this application and know the contents herein. I/We declare that the information contained in this application, the project plans, and other supporting material submitted herewith are true and correct to the best of my/our knowledge.

Signature of Applicant — Date

Signature of Applicant — Date 8.1.14

Consent of Property Owner: I/We declare that I/we am/are the current owner(s) of the herein described property, and that I/we have familiarized myself/ourselves with this completed application, and give consent to the action request.

Signature of Property Owner — Date 8.1.14

Signature of Property Owner — Date

19. What is the proposed Lot Coverage? 41 % Floor Area Ratio (FAR)? 4237/5623 = 75%

20. Describe proposed setbacks? Front: 10' Rear: 1' Sides: 25'-2"

21. What is the maximum height of the project, as measured from final grade? 27'-5"

22. How many floors does the project propose? 2

23. How many units does the project propose? Residential: _____
Commercial/Retail: _____
Hotel Units: 6
Vacation Ownership: _____
Other: _____

24. If the entire project is not to be constructed at one time, then describe the project phases, and identify time of final completion. AT ONE TIME

25. Describe access to the property and development. Include on-site traffic circulation. _____
(E) SIDEWALK ACCESS, PARKING/COURTYARD FRONTAGE

26. Will the proposed project displace any residents and/or businesses. Y /(N) Explain: _____

27. Will there be any grading or drainage improvements to the property? MINOR (Y)/ N
If so, explain and provide a grading and drainage plan with application submission. _____

28. Explain erosion control measures to be implemented. NOT REQ'D

29. Are there any existing sensitive biological species and/or habitat areas within the project boundaries that may be impacted by this project? If so, explain. NO

30. Describe any proposed measures to protect sensitive biological species and/or habitat areas.
N/A.

31. Is any portion of the project site to be reserved or dedicated for environmental preservation purposes? Y / (N) If "Yes", then identify locations on site plan submitted and explain.

ADDITIONAL SUBMISSION INFORMATION:

Letter of Intent: A "letter of intent" shall be submitted with this application that shall describe in the applicant's own words, the details of the proposed project. The description should include (at a minimum) the following items:

- Hours and days of proposed operation.
- Number of employees.
- Number of company vehicles.
- Schedule, frequency, and method of shipments and deliveries.
- List of materials, equipment, vehicles used and/or stored at the subject property.
- Any other relevant detailed information pertaining the proposed use.

Site / Floor Plan: A site plan and floor plan, both drawn to scale, shall be submitted with the following information:

- Dimensions of property line.
- Dimensions of the building's exterior and interior rooms.
- Label all work areas, storage spaces, office areas, restrooms, etc.
- Show location and number of existing on-site paved and striped parking spaces.

Public Notices: Applicants shall provide the information and materials listed below regarding public hearing notices. State Law requires that all property owners within a 300 foot radius of a project site's parcel boundary shall receive a notice of public hearing.

- A radius map identifying those parcels within a 300 foot radius of the project site's parcel boundary.
- A list of names, mailing addresses, and assessor's parcel numbers for all property owners within a 300 foot radius of the project site's parcel boundary. This information must be typed or printed neatly.
- One pre-addressed stamped envelope, with no return address, for each property owner identified as owning property within a 300 foot radius of the project site. (No post-dated stamps).

Fees: Applicants shall make payment of all applicable fees to the City of Sand City at the time of application submission. Failure to pay fees will qualify an application as "incomplete".

Plans & Elevations: Applicant shall provide the information and materials outlined on Application Attachment Sheet 1 at the time of application. Failure to submit this material will qualify an application as "incomplete".

STAFF USE ONLY:

Received by:_____ Assigned Permit #:_____

Date application submitted:_____ Date application deemed "complete":_____

Application Fees Paid: _____ Receipt Number:_____

Zoning Designation: _____ Coastal Zone: _____Appealable
_____Non-Appealable

LCP Designation: _____

Notes: _____

Mark Cristofalo & Company
Monterey Peninsula Properties, Inc.

Hotel Wonderwall Operational Outline

Management Structure:

Our on-Site Manager (Monday to Friday, 10 AM to 4 PM) will be responsible for daily operations, guest services, and overseeing on-site activities.

Our off-Site Manager (Available 24 Hours daily): Handles guest inquiries, facility requirements, and supports on-site operations remotely outside of regular hours.

Check-in and Check-out:

All check-ins and check-outs are conducted online through our secure booking platform.

Guests receive unique access codes and instructions via email for seamless safe and secure arrival and departure.

Payment Methods:

Payments are processed securely online during the booking process.

Invoices and receipts are sent electronically to guests..

office@markcristofalo.com (831) 241-4214
1714 Contra Costa Street Sand City, CA 93955

Guest Services:

On-site staff ensure immediate response to guest needs during operating hours.

Guest inquiries and requests outside operating hours are managed by customer service assistants by phone or online.

Housekeeping:

Guest rooms occupied are cleaned daily by a professional third-party cleaning crew.

Cleaning schedules are coordinated by the on-site manager to maintain cleanliness and guest satisfaction.

Maintenance and Security:

Routine maintenance tasks are managed by contracted professionals, overseen by the on-site manager.

Security protocols are maintained with on-call security personnel and monitored by surveillance cameras on all sides of the exterior and inside covering all common areas. The state-of-the-art interior and exterior surveillance cameras are strategically placed in public areas to monitor guest safety and property integrity. Specifically, exterior cameras oversee the parking lot, entrances, and perimeter areas to ensure guest security and deter unauthorized access.

Guest Amenities:

Complimentary amenities such as Wi-Fi, toiletries, and local tour bookings are available.

We will partner with local restaurants to provide guests with a full range of culinary options.

Environmental Practices:

Hotel Wonderwall is committed to sustainability with energy-efficient practices.

Eco-friendly amenities and digital communications reduce environmental impact.

Community Engagement:

We will collaborate with local businesses for guest experiences and support community initiatives.

Hotel Wonderwall participates in city events and promotes cultural tourism in the area.

Conclusion:

Hotel Wonderwall operates with a focus on guest convenience, safety, and environmental responsibility.

Our management structure ensures round-the-clock support and efficient operations to meet guest expectations and regulatory standards.

Thank you for this opportunity.

Our best,

Mark Cristofalo & Team

office@markcristofalo.com (831) 241-4214
1714 Contra Costa Street Sand City, CA 93955

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

Jurisdiction Name _____
Use Permit # _____
Or
Building Permit # _____
Contact Name _____
Phone # _____

HAZARDOUS MATERIAL QUESTIONNAIRE

Business Name Hotel Wonderful Inn Type of Business Boutique Hotel
Site Location 1714 Contra Costa Street City Sand City APN: 011-132-015
Mailing Address SAME 011-132-017
Business Contact MARK CRISTOFALO 831-402-9970
Name *Phone Number*
Property Owner CASA CIPRE LLC 831-402-9970
Name *Phone Number*

1. 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

2. 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

3. 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

4. Will your business/proposed project be using underground storage tanks to store hazardous materials?
☐ Yes ☑ No

5. Will your business/proposed project be generating any quantities of hazardous waste such as waste oil, waste solvents, etc?
☐ Yes ☑ No

6. 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.

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

Executed AT:
Sand City CA
City, State

Print Name of Owner/Operator: MARK CRISTOFALO
Signature of Owner/Operator: M. Cristofalo

For Local Jurisdiction Use Only:

1. 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

2. 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
Signature: _____ Date: _____
Print Name and Title: _____

Air Pollution District Clearance
Signature: _____ Date: _____
Print Name and Title: _____

AGENDA ITEM
8C.

Approve a Resolution Approving an Application CUP/CDP 24-002 to Convert 5,431 SQ. FT. of First Floor Retail Commercial Space to Seven (7) Rental Apartments Units (600 Ortiz Avenue; APN 011-233-123; Diversyfund Inc.)

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Foucht, Contract Planner – EMC Planning Group

SUBJECT: The Independent - Amendment of CUP 456 / CDP 05-01 and CUP 518 / CDP 11-04/ to add seven (7) ground floor residential units at 600 Ortiz Avenue, Sand City

DATE: **December 3, 2024**

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving CUP/CDP 24-002 thereby amending previously issued Conditional Use Permits 456 and 518 and Coastal Development Permits 05-01 and 11-04 as approved by City Council resolution 05-47 and thereafter modified by resolutions 07-28, 11-45, 12-13, and 13-6 to allow conversion of 5,431 square feet of first floor retail commercial space to add seven (7) ground floor residential units, while retaining 5,286 square feet of first floor commercial space.

BACKGROUND:

The subject property is a 2.65 acre, developed site comprised of an existing 80,304 square foot, four (4) story, mixed residential / commercial building. The site is fully paved and landscaped. Principal access is from Ortiz Ave. The existing building and related site improvements is considered Phase I of two phases for ultimate development of the property. The proposed project only affects the existing building.

Permit History

Over the years, the configuration of approved uses within the existing building has changed, and interior space of the first and second floors of the building have gradually been converted to emphasize residential use of these floors as follows:

- **Resolution 05-47** approved development of a four-story mixed-use project with retail commercial and office uses on the first two floors and 30 residential units on the third and fourth floors. Ten (10) of the residential units were required to be rented at below market rates. The resolution established a Master List of Uses for the first and second floors of the building.

- **Resolution 07-28** enabled the addition of one additional market rate unit.

- **Resolution 11-45** approved a new CUP 518 and CDP 11-04 enabling tenant improvements for a beer and wine store with on-site consumption within a 1,300 sq. ft. first floor space (Note: actual size is slightly higher).

- **Resolution 12-13** amended CUP 518 and CDP 11-04 to enable conversion of first and second floor areas to residential use (unit types and rates subject to Council approval), and enable the development of four (4) units on the ground floor of the southeast side of the building.

- **Resolution 13-16** amended previous permits to allow residential use of the second floor and flexible use of 6,270 sq. ft. of ground floor space at the southeast corner of the building for either residential or commercial use. The resolution also amended the Master List of Uses first approved in 2005 to include restaurant – type uses, given an adequate supply of water was then available. Eventually, the four (4) existing units, totaling 4,940 sq. ft., were constructed in this area of the ground floor.

The relatively discrete, non-serial nature of each of these resolutions makes it necessary to incorporate, by reference, all of these changes in any subsequent resolution, as prepared for the subject project.

Proposed Project

The building currently houses 61 existing apartment units, four (4) of which are located on the first floor, and 57 of which are located on the fully-occupied second, third and fourth floors.

- Existing ground floor space is as follows:
  - Existing Bar (Post No Bills): 1,592 sq. ft.
  - Four (4) apartments: 4,490 sq. ft
  - Vacant Commercial Space: 10,717 sq. ft.

- Proposed use of ground floor space is as follows:
  - Existing Bar (Post No Bills): 1,592 sq. ft.

- o Four (4) existing apartments: 4,940 sq. ft.
- o Seven (7) new apartments: 5,431 sq, ft.
- o Vacant commercial space: 5,286 sq. ft.

The proposed project does not involve the expansion of the footprint of the building on the site, an expansion of any floor above the ground floor, or an increase in the height. It also does not involve any change to the exterior architectural design, other than as necessary to enable windows and ingress and egress to units and to provide private outdoor space for each unit, similar to other existing uses. Design Review Committee review will be required for exterior improvements to ensure consistency with the existing building design.

Proposed construction involves interior improvements necessary for the construction of seven (7) apartment units. Limited exterior improvements are proposed to match the exterior of existing first floor units including egress windows and private outdoor space. Existing doors and window locations will be used for these revisions. Similar to the other first floor residences, private fenced patios are proposed for the seven (7) new units. (Resolution Exhibit F – plan sheets A200, A300, A11, A12 diamond and oblong annotations).

Other improvements to first floor areas retained for commercial use are not proposed at this time.

A. DISCUSSION:

1. General Plan And Zoning Ordinance

The General Plan designates the site as MU – D (Mixed Use Development). This designation is implemented by the MU – P (Planned Mixed Use) and Planned District. A portion of the east area of the site is within the CZ – MU-P Zoning District.

MU-D and MU-P designations allow a broad range of land uses, consistent with the Master List approved for The Independent.

General Plan Land Use Goal 2.1 for this area is to *"Transform the Old Town district from an area of heavy industrial, unplanned land use mix and warehouse uses to a planned area of light manufacturing, service commercial and residential uses, with a heavy emphasis toward streetscape beautification. (Vibrancy Plan Appendix A; page 4).*

Related Policies 2.2.1 seek to achieve this goal through land use decisions that would create a mutually-supportive balance between diverse retail commercial activities and

residential development: "*Encourage the establishment of new land uses within the Old Town District that:*

- *…contribute to a diversity of activities that could include artisans, ethnic markets, and restaurants, entertainment, and incubator industries;* and

- *…provide housing opportunities at appropriate locations, including mixed use development*

2. Vibrancy Plan

The City Council adopted the Vibrancy Plan in 2018 to identify specific programs and actions to achieve General Plan vision, goals and policies. The Vibrancy Plan is seen both as providing detail to the policies of the 2002 General Plan, and forming the cornerstone for the next General Plan update. Vibrancy Plan findings and recommendations are key to any decision implementing General Plan Policies involving the balance of residential and commercial uses within The Independent, as The Independent is within the Vibrancy Plan "core area".

The Vibrancy Plan states the following: *"A more vibrant and active street scene is a major desired outcome. This vision can be best achieved through a combination of more residents, more workers who remain within the Vibrancy Area during the workday, more day and evening visitors, and the shops and restaurants to serve them." (Land Use – page 2-4); and*

Increased residential development is therefore a means to *"… bring people and activity into the Vibrancy Area"*. (Page 2-9)

- *"…An increase in residential units, as well as hotels, if close and convenient enough for easy access, would likely bolster demand for restaurant and retail uses within the Vibrancy Area (Page 2-11)*

- "*… A strong focus on retail or personal services may not be economically sustainable unless preceded by additional housing. (Page 2-11)*

Achievement of this overall goal is more feasible when the City encourages new development of higher density housing. Smaller units of the type proposed are inherently more affordable. The Vibrancy Plan states that *"…a significant portion of the City's low income housing allocation is anticipated to be built within the Vibrancy Area."* (Page 2-17).

The Vibrancy Plan incorporates a set of land use, economic and other community development "tools" to facilitate residential development goals:

- LU-1b. Increase the customer base. The City should consider steps to increase the customer base (residential and visitor accommodations) as this will increase business feasibility, especially for the customer-oriented types of business the City envisions.

- ED-4. Encourage and facilitate the establishment of small-scale retail, entertainment, and visitor serving businesses.

- ED-6. Increase the customer base by encouraging and facilitating development of residential units.

- ED-6a. Encourage high density residential uses in and near the Vibrancy Area to increase the customer base for businesses within the Vibrancy Area. LU VB

- ED-6b. Encourage the inclusion of residential units within new or remodeled mixed use developments whenever feasible. LU VB

- AD-1a. Implement applicable Housing Element programs that can achieve affordable housing in and adjacent to the Vibrancy Area. LU ED

Vibrancy Plan recommendations for residential development in the area are principally intended to support transformation of the warehousing/manufacturing/commercial – service orientation of the core planning area to one oriented to retail and visitor serving uses. Development of more affordable residential units is viewed as a means to facilitate Vibrancy Plan transformational objectives through an "immediate" increase in the "customer base" referenced in the plan as a combination of residents, workers and visitors.

Vibrancy Plan tools focused on increasing more commercial and visitor serving uses in the area:

- *LU-1d. "Strive for the greatest concentration of retail uses, restaurants, brew pubs, artists' studios, and entertainment venues along Contra Costa Street, Ortiz Avenue, and adjoining side streets. ED VB"*

- *LU-1h. "…The market is strongest for residential, then industrial, followed by mixed use, commercial retail, and then office …. Of these, commercial retail is the use most aligned with the City's vision. Residential units (including residential within mixed use or live work units) increase the immediate customer base".*

- *Encourage and facilitate the establishment of small-scale retail, entertainment, and visitor-serving businesses.* (Page 2-15)

3. Water Supply

Water supply for the project is regulated by the Monterey Peninsula Water Management District (MPWMD). The current source of water to be supplied to the project is from City of Sand City desalination plant "entitlement". The City currently has an allocation of water from the MPWMD of 23.163 acre feet (AF). A future allocation to the City of approximately 14 AF from the MPWMD will also be available in 2025 to serve the project.

The applicant has provided water release forms for residential and non-residential permit as follows:

a. Residential: Fixtures equivalent to 5431 sq. = 38.01 fixtures. The proposed project will include 37.6 fixtures.

b. Non-residential acre feet (AF) required for commercial use is provided in Resolution Exhibit F and summarized as follows:

Group/Type of Use	AF Before the project	AF After the project	Remaining AF for commercial use
Group I: Future retail commercial (vacant space)	0.75019	0.37002	0.38017
Group II: Existing Bar	0.03184	0.03184	0.03184
Total	0.78203	0.40186	**0.38017**

0.38017 AF remaining allocation will supply 5,286 sq. ft. of solely retail use within the entire remaining space.

The applicant has requested authorization from the City for a supply of water sufficient to support Group III uses within the remaining commercial space. This request will be considered in the context of a Conditional Use Permit required whenever the applicant proposes uses that are more intensive than Retail Commercial uses.

4. Parking

150 total on-site parking spaces are provided, including spaces assigned to residents. 36 of 92 spaces assigned to residents are located within nine (9) existing, detached garages. The project provides adequate parking, assuming that the retained commercial space is retail in nature.

Use	Area	Factor	Required Parking	Parking Provided
Tavern	1,592 sf	1/50 sf	32	32
Office	81 sf	1/200 sf	1	15
(E) Residential	61 Units	1.5/Unit	92	92
(N) Residential	7 Studios	1.5/Unit	11	11
(N) Commercial	5,286 sq. ft	Retail 1/500 (West End Parking Plan)	10	14
		Totals:	**146**	**150**

Uses within the retained commercial space, other than retail, will require arrangement for off-site spaces in proximity to the site, subject to approval by the City Manager. City Council approval will be required in the context of an amended to the subject CUP and related formal agreements for the use of City-owned property or City-financed private property improvements.

Future Improvements

Owners have presented concepts to the City Council involving retail food service within the first floor of the building (October 2023). Concepts presented involved a flexible arrangement of food services (“commissary kitchen”) enhanced by the use of the outdoor space within the on-site plaza adjacent to the building.

The City has acquired an easement over this plaza area anticipating such uses and this relationship. The City has issued a temporary encroachment permit to Post no Bills for the use of the plaza area. While there is no current formal approval or requirement for first floor retail food uses, previous presentations confirm the desire for this arrangement as an opportunity to revitalize this area of the City (Vibrancy Plan referenced herein).

The applicant has responded to General Plan policies and Vibrancy Plan recommendations by providing the following information:

1) The site plan, floor plan and elevations reflecting an ongoing commitment to ground floor commercial use of the remaining first floor vacant space; and

2) A letter of intent regarding retail commercial use of the remaining vacant commercial space.

CEQA:

The conversion of space from commercial to residential use is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15332 (Infill Development). The proposed project, as outlined in sections 1 and 2 above is consistent with the designations and policies of the General Plan and Zoning Ordinance. The subject site is a 2.5 acre, fully developed, site within an urbanized area of the City. As such the site has no habitat value. Proposed improvements are within the interior of the building and similar in nature to existing tenant improvements and of lesser intensity than previous entitlements for use of the building. Existing services, including water supply are provided to the site and the building, including sewer, water and storm drainage as indicated on plans dated June 2024

ATTACHMENTS:

Resolution:

- Exhibit A Conditions of approval
- Exhibit B Letter of Intent
- Exhibit C Request for Group III water allocation
- Exhibit D First Floor Occupancy
- Exhibit E Architectural Plans
- Exhibit F Non – Residential Water Use Factors

CITY OF SAND CITY RESOLUTION SC ____2024

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING AN APPLICATION CUP/CDP 24-002 TO CONVERT 5,431 SQ.FT. OF FIRST FLOOR RETAIL COMMERCIAL SPACE TO SEVEN (7) RENTAL APARTMENT UNITS. (600 0RTIZ AVENUE; APN 011-233-023; DIVERSYFUND INC.)

WHEREAS, on July 10, 2024 an application for Conditional Use Permit/Coastal Development Permit CUP/CDP 24-002 was accepted for filing on October 28, 2024 to amend previously issued Conditional Use Permits 456 and 518 and Coastal Development Permits 05-01 and 11-04 as approved by City Council resolution 05-47 and thereafter modified by resolutions 07-28, 11-45, 12-13, and 13-6 referenced herein to allow conversion of 5,431 sq. ft. of first floor commercial space to seven (7) apartment units.

All previous actions of the Sand City City Council on this project are incorporated herein by reference and remain applicable, as modified herein, to the property and project, except as expressly amended by this Resolution.

WHEREAS, the General Plan designates the site MU – D (Mixed Use Development) designation. This designation is implemented by the MU – P (Planned Mixed Use) and Planned District. A portion of the east area of the site is within the CZ – MU-P Zoning District. A Master List of mixed residential and commercial uses was approved by the initial resolution, reaffirmed by subsequent resolutions referenced below, is consistent with MU-D and MU-P designations and related designations within the LCP. The Master List allows a broad range of commercial and residential land uses. The proposed project will maintain a mix of uses consistent with the Master List of Uses.

WHEREAS, the subject site is within the core area of the City's 2018 Vibrancy Plan. The Vibrancy Plan, and the West End Parking Plan are key General Plan implementation plans for the area within which the site is located.

WHEREAS, the Vibrancy Plan recognizes that market conditions and a practical, market – oriented and expeditious approach to establishing a customer base within the core Vibrancy Plan Area involves the establishment of new residential units.

WHEREAS, the Vibrancy Plan promotes the establishment of residential units balanced with "the greatest concentration of retail uses, restaurants, brew pubs, artists' studios…"

WHEREAS, the following are successive resolutions of the City Council that have established the current mix of uses within the building

- *Resolution 05-47* approved CUP 457 / CDP 05-01 approved development of a four-story mixed-use project with retail commercial and office uses on the first two floors and 30 residential units on the third and fourth floors.10 of the residential units were required be rented at below market rates. The resolution established a Master List of Uses for the first and second floors of the building.
- *Resolution 07-28* enabled the addition of one additional market rate unit.
- *Resolution 11-45* approved a new CUP 518 and CDP 11-04 enabling first floor tenant improvements for 1,592 square feet a for a beer and wine store with on-site consumption and limiting expansion of this use without additional approval.
- *Resolution 12-13* amended CUP 518 and CDP 11-04 to enable conversion of first and second floor areas to residential use (unit types and rates subject to Council approval), and enable the development of four (4) units on the first floor of the southeast side of the building.
- *Resolution 13-16* amended previous permits to allow residential use of the second floor and flexible use of 6,270 sq. ft. of first floor space at the southeast corner of the building for either residential or commercial use. The resolution also amended the Master List of Uses first approved in 2005 to include restaurant – type uses, given an adequate supply of water was then available.

WHEREAS, the above resolutions establish the following current uses within the building:

- 57 residential apartment units on the second, third and fourth floors
- mixed – use first floor comprised of the following:
  - Existing Bar (Post No Bills): 1,592 sq. ft.
  - Four (4) residential apartments: 4,490 sq. ft
  - Vacant Commercial Space: 10,717 sq. ft.
  - 5,935 sq. ft lobby and 93 sq. ft. administrative office space

WHEREAS, the applicant has submitted a letter of intention (October 27, 2024; Exhibit B) and request as part of the application to secure the remaining vacant commercial space within the building for uses that conform to the intent of the General Plan in the manner recommended by the Vibrancy Plan;

WHEREAS, the aforementioned request retains 57 residential apartments on the second, third, and fourth floors of the building and the following mix of residential and commercial uses on the first floor of the building:

- Existing Bar (Post No Bills): 1,592 sq. ft.
- Four (4) existing apartments: 4,940 sq. ft.
- Seven (7) new apartments: 5,431 sq, ft.
- Vacant commercial space: 5,286 sq. ft.
- 5,935 sq. ft lobby and 93 sq. ft. administrative office space

WHEREAS, a condition of approval requires that the total amount of first floor commercial space shall not be less than 6,878 sq. ft., equal or greater than the combined space occupied by the existing bar (1,592 sq. ft.) and the proposed vacant commercial space (5,286 sq. ft.).

WHEREAS, the proposed project is consistent with Zoning Ordinance parking requirements for retail uses in accordance with the West End Parking Plan and related, pending Zoning Ordinance amendments implementing these requirements.

WHEREAS, the conversion of space from commercial to residential use is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15332 (Infill Development). The proposed project, as outlined in sections 1 and 2 above is consistent with the designations and policies of the General Plan and Zoning Ordinance. The subject site is a 2.5 acre, fully developed site within a fully urbanized area of the City. As such the site has no habitat value. Proposed improvements are within the interior of the building and similar in nature to existing tenant improvements and of lesser intensity than previous entitlements for use of the building. Existing services, including water supply are provided to the site and the building, including sewer, water and storm drainage as indicated on plans dated June 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City that it hereby approves Conditional Use Permit/Coastal Development Permit 24-002 based on findings contained in the above recitals of this resolution and subject to conditions contained in Exhibit A for the construction of seven (7) new apartments, consisting of a total of 5,431 sq. ft. within existing vacant retail commercial space on the first floor of the existing Independent building (phase I), which will increase the total residential unit count from 61 to 68. Construction of apartments will be internal to the existing building and will include minor improvements to establish unit access and private outdoor space consistent with the existing building design.

BE IT FURTHER RESOLVED that the City Council hereby incorporates by reference and amends, in the manner stated herein, previous Resolutions 05-01, 07-28, 11-45, 12-13, and 13-6 to establish the number of residential units and the amount of commercial space reserved for commercial uses sufficient for implementation of the City's Vibrancy plan for the area within which the site is located.

All previous actions of the Sand City Council are incorporated herein by reference as and remain applicable, as modified herein, to the property and project except as expressly amended by this Resolution.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

EXHIBIT A

CITY OF SAND CITY
CONDITIONAL USE & COASTAL DEVELOPMENT PERMIT CUP/CDP 24-002
CONDITIONS OF APPROVAL

Project Name: Conditional Use & Coastal Development Permit (CUP/CDP 24-002) for the Independent
Address: 600 Ortiz Ave., Sand City, CA
Hearing Date: December 3, 2024

Conditions of Approval:

1. Conditional Use Permit CUP/CDP 24-002, is not valid, and project use(s) shall not commence, until two (2) copies of this Resolution/Permit, signed by the permittee and landowner, acknowledging receipt of the Resolution/Permit and acceptance of the terms and conditions, are returned to the City's Planning Department. Failure of the applicant to return the two 2 copies of the signed Resolution/Permit within thirty (30) days from the date of City Council approval shall cause said Conditional Use Permit to become null and void unless good cause to grant an extension is found acceptable by the City Manager.

2. The property owner agrees, as a condition of the approval of this discretionary development permit, to defend, indemnify, and hold harmless the City of Sand City, its agents, officers, and employees from any legal claims or actions that seek to challenge, void, or annul the permit approval, as outlined in applicable laws The property owner will reimburse the City for any court costs and attorney's fees the City is required to pay as a result of such actions.

3. The building interior and exterior design shall be as shown on the plans dated June 17, 2024 (Exhibit F). Prior to issuance of a Building Permit all exterior improvements shall be presented to the Design Review Committee (DRC) for approval prior to issuance of a Building Permit for any construction involving exterior remodeling of the building. Exterior improvements shall be wholly consistent and compatible with current colors, materials, finishes of the building.

4. The total amount of first floor commercial space shall not be less than 6,878 sq. ft., equal or greater than the combined space occupied by the existing bar (1,592 sq. ft.) and the proposed vacant commercial space (5,286 sq. ft.),

5. Prior to issuance of a Certificate of Occupancy all plans shall be implemented to the satisfaction of the City and any other agency with jurisdiction over the project.

6. Fire Sprinklers: Installation of fire sprinklers shall be at the discretion of, and in

accordance with, the requirements of the City's Fire Department and City Municipal Code. If a fire suppression system is required, then prior to issuance of Building Permit, a fire sprinkler/suppression plan shall be submitted to the City's Fire Department for review and approval.

7. Applicant shall make arrangements with the City's Fire Department for annual fire safety inspections.
8. Prior to issuance of a Building Permit, applicant shall submit a parking plan documenting assigned parking for all of the residential units in the building, including the seven (7) units approved by the subject permit.
9. Prior to issuance of a Building Permit, applicant shall submit a construction management plan to be implemented during any phase of construction. The plan shall demonstrate the manner in which construction will be carried out to effectively mitigate impact to the maximum feasible extent, including but not limited to construction related noise, odors, dust, traffic, hauling of waste, hours of construction and construction staging to avoid impacts to residents and tenants of the building. All reasonable measures shall be incorporated in the plan and implemented to resolve such effects to the satisfaction of the City Manager or designee.
10. Utility Meters/Equipment: Any utility meters and equipment shall be screened from public view while maintaining accessibility. Screening shall utilize materials, colors, and/or other elements approved for the building architecture.
11. Prior to issuance of a Building Permit, applicant shall obtain authorization from the City for a supply of water from the City's MPWMD allocation or other water source for the residential uses depicted in D (1st floor occupancy diagram).
12. Prior to issuance of a Building Permit, applicant shall obtain authorization from the City for a water supply sufficient to accommodate new residential units. Applicant shall obtain a Water Permit from MPWMD for residential uses as described in the staff report dated December 3, 2024.
13. In-line water meters (sub-meters) for each unit shall be installed to the satisfaction of and inspected by, the MPWMD prior to occupancy

_____ _____

Applicant Signature Date

_____ _____

Property Owner Signature Date

Letter of Intent

To: Brian Foucht, Contract Planner

From: Christopher Barlow, WRD Architects, LLP (WRD project #23022)

CC: file

Date: 10/27/2024

Re: Letter of Intent for filing CUP24-002; IWORQ #24023 New ground floor apartments

---

Dear Brian,

We are providing this Letter of Intent in compliance with the City of Sand City Planning Department's Coastal Development Permit Application Form.

As currently proposed, the subject project consists of seven (7) new residential apartments within existing vacant ground floor space at the existing Independent building. These additional apartments will be rented at market rate. No additional water would be required for these added residential rental units.

These apartments would be continuously occupied by residential tenants, and would be served by an single apartment manager working within an existing small on-site office during regular business hours.

Build-out of these new residential apartments yields 5,286 square feet of remaining (vacant) commercial space. Various scenarios have been discussed for potential uses for this remaining (vacant) commercial space. Given existing water credits, type I (retail) and type II (bakery, coffee house, deli etc.) could potentially be accommodated in that space without additional water allocation from the City.

It's important to note, however, that a Type III restaurant use or a commissary kitchen (even with a share of the space devoted to retail) would not be feasible in any scenario without additional water allocation(s) from the City. Based on discussions with the City Manager, it appears that new opportunities afforded by water recycling may free up water for such opportunities, possibly as soon as next year.

The owner looks forward to discussing possibilities for the 5,286 square feet of remaining (vacant) commercial space with the City, and has committed to an 'open book' review of potential tenants for this commercial space with the City.

In the meantime, the applicant respectfully requests that the City process entitlements for seven (7) new residential apartments so that this portion of the existing vacant space can be freed up to meet the urgent housing needs of the Monterey Peninsula.

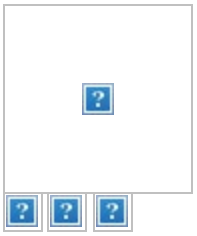
END OF LETTER OF INTENT

Sincerely,



Christopher Barlow EDAC, LEED AP

From: Brian Foucht
To: Brian Foucht
Subject: FW: FW: 600 Ortiz Ave. The Independent
Date: Tuesday, November 26, 2024 8:22:45 AM
Attachments: image009.png
image010.png
image011.png
image012.png
image013.png
image014.jpg
image015.jpg
image001.jpg
image002.jpg



Brian Foucht, AICP
Email: foucht@emcplanning.com
Phone: 831-649-1799 ext. 205
Principal Planner
EMC Planning Group
601 Abrego Street, Monterey, CA 93940
https://emcplanning.com/

From: Chris Barlow <christopherb@wrdarch.com>
Sent: Friday, November 8, 2024 4:21 PM
To: Brian Foucht <foucht@emcplanning.com>; Ryan Cornelsen <RyanC@wrdarch.com>
Subject: RE: FW: 600 Ortiz Ave. The Independent

Good afternoon Brian,

The specific ask would be as follows:

The applicant requests that Sand City grant to 600 Ortiz Avenue sufficient water allocation to upgrade 5,286 square feet of existing ground floor commercial space from Group I existing water use to Group III post-project water use.

Thank you,

-Chris

Christopher Barlow AIA, LEED AP
PRINCIPAL, WALD RUHNKE AND DOST ARCHITECTS LLP
2340 Garden Road, Suite 100, Monterey CA 831-649-4642





From: Chris Barlow
Sent: Friday, November 08, 2024 3:49 PM
To: Brian Foucht <foucht@emcplanning.com>; Ryan Cornelsen <RyanC@wrdarch.com>
Subject: RE: FW: 600 Ortiz Ave. The Independent

Good afternoon Brian,

I just got off the phone with the owner and they are on board with this suggestion. I believe that the specific term used by the water board is for Group III water allocation.

Thank you,

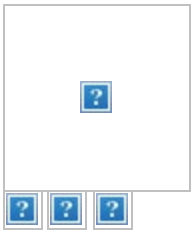
-Chris

Christopher Barlow AIA, LEED AP
PRINCIPAL, WALD RUHNKE AND DOST ARCHITECTS LLP
2340 Garden Road, Suite 100, Monterey CA 831-649-4642




From: Brian Foucht <foucht@emcplanning.com>
Sent: Monday, November 04, 2024 2:40 PM
To: Chris Barlow <christopherb@wrdarch.com>; Ryan Cornelsen <RyanC@wrdarch.com>
Subject: RE: FW: 600 Ortiz Ave. The Independent

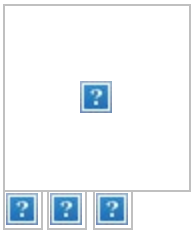
Hi Chris and Ryan - so the suggestion we have is that the investors would do well to request an allocation sufficient to accommodate Type III uses in the remaining space from the City's desalination water source until the MPWMD new recycled water allocation becomes available. We would put this request on the CC agenda along with the CDP/CUP agenda item, and the CC would approve the additional allocation (and provide for the eventual switch in the water source) and approve the CDP/CUP in that order one after the other. This is the only way we see to avoid controversy about the eventual use of the vacant commercial space and would definitely confirm the owners' intention for that space. Please call me when you have a moment. Thank you, Brian



Brian Foucht, AICP
Email: foucht@emcplanning.com
Phone: 831-649-1799 ext. 205
Principal Planner
EMC Planning Group
601 Abrego Street, Monterey, CA 93940
https://emcplanning.com/

From: Brian Foucht
Sent: Monday, October 28, 2024 8:22 AM
To: 'Chris Barlow' <christopherb@wrdarch.com>
Cc: 'RyanC@wrdarch.com' <RyanC@wrdarch.com>
Subject: RE: FW: 600 Ortiz Ave. The Independent

Hi Chris - I will take a look. The PHN deadline was the 10/22, so unfortunately it will have to go onto the December agenda. Brian



Brian Foucht, AICP
Email: foucht@emcplanning.com
Phone: 831-649-1799 ext. 205
Principal Planner
EMC Planning Group
601 Abrego Street, Monterey, CA 93940
https://emcplanning.com/

From: Chris Barlow <christopherb@wrdarch.com>

Sent: Sunday, October 27, 2024 11:26 PM
To: Brian Foucht <foucht@emcplanning.com>
Cc: Ryan Cornelsen <RyanC@wrdarch.com>
Subject: FW: FW: 600 Ortiz Ave. The Independent

Hi Brian,

Here is the balance of remaining documents for the Independent.

Please let me know if we can move forward with the November 5th City Council meeting.

Thank you,

-Chris

From: Alan Lewis <alan@diversyfund.com>
Sent: Sunday, October 27, 2024 3:42 PM
To: Chris Barlow <christopherb@wrdarch.com>
Cc: Isaac Dixon <isaac@diversyfund.com>; Living - Independent Apartments <living@independent-apts.com>
Subject: Re: FW: 600 Ortiz Ave. The Independent

Chris - I signed the full app in both spots. Here you go.

Alan Lewis
Co-Founder & Chief Investment Officer
DiversyFund
750 B Street, Suite 1930 | San Diego, CA 92101
www.diversyfund.com

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On Sun, Oct 27, 2024 at 12:20 PM Chris Barlow <christopherb@wrdarch.com> wrote:

> Scans would be perfect
> Sent from my Verizon, Samsung Galaxy smartphone
> Get Outlook for Android
>
> ---
>
> **From:** Alan Lewis <alan@diversyfund.com>
> **Sent:** Sunday, October 27, 2024 12:16:10 PM
> **To:** Chris Barlow <christopherb@wrdarch.com>
> **Cc:** Isaac Dixon <isaac@diversyfund.com>; Living - Independent Apartments <living@independent-apts.com>
> **Subject:** Re: FW: 600 Ortiz Ave. The Independent
>
> Scan okay or do you need the originals fedexed?
> **Alan Lewis**
> Co-Founder & Chief Investment Officer
> **DiversyFund**

750 B Street, Suite 1930 | San Diego, CA 92101
www.diversyfund.com

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On Sun, Oct 27, 2024 at 11:59 AM Chris Barlow <christopherb@wrdarch.com> wrote:

> Good afternoon Alan,
>
> Given that this coming week is the week that Sand City will set the agenda for the City Council meeting, my experience is they will look for any excuse to bump projects off that list.
>
> With that in mind, could I get you to sign the attached Hazardous Material Signature sheet and Application Consent and Certification forms? I was going to have you sign it while you were in town, but I'm worried that the City may say that the application is incomplete because we didn't include these signatures.
>
> I've also attached the compete Coastal Development Application for reference so you know what you are signing.
>
> Thanks!
>
> -Chris
>
> Christopher Barlow AIA, LEED AP
>
> PRINCIPAL, WALD RUHNKE AND DOST ARCHITECTS LLP
>
> 2340 Garden Road, Suite 100, Monterey CA 831-649-4642
>
>  
>
> ---
>
> **From:** Chris Barlow
> **Sent:** Friday, October 25, 2024 10:01 AM
> **To:** Alan Lewis <alan@diversyfund.com>
> **Cc:** Isaac Dixon <isaac@diversyfund.com>; Living - Independent Apartments <living@independent-apts.com>
> **Subject:** RE: FW: 600 Ortiz Ave. The Independent

Good afternoon Alan,

No agendas have been published yet, so I will check back with the City and see if I can get a timeline for you. Agreed, if you are in town I will secure a meeting with the City Manager beforehand.

Thank you,

-Chris

Christopher Barlow AIA, LEED AP

PRINCIPAL, WALD RUHNKE AND DOST ARCHITECTS LLP

2340 Garden Road, Suite 100, Monterey CA 831-649-4642





From: Alan Lewis <alan@diversyfund.com>
Sent: Friday, October 25, 2024 8:58 AM
To: Chris Barlow <christopherb@wrdarch.com>
Cc: Isaac Dixon <isaac@diversyfund.com>; Living - Independent Apartments <living@independent-apts.com>
Subject: Re: FW: 600 Ortiz Ave. The Independent

Hi Chris,

Any feedback from water district yet?

Also, for Nov 5 meeting has city sent the notice/agenda required? Trying to figure out when to book tickets. Also, if the meeting is definitely happening, please book a meeting earlier in the day Tuesday with city planner/contractor you mentioned (afternoon is better than morning). I can fly in early Tuesday or Monday night if he's only available in the morning on Tues.

Alan Lewis

Co-Founder & Chief Investment Officer

DiversyFund

750 B Street, Suite 1930 | San Diego, CA 92101
www.diversyfund.com

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On Tue, Oct 15, 2024 at 11:34 AM Chris Barlow <christopherb@wrdarch.com> wrote:

> Hi Alan,
>
> Please see correspondence below. It appears that Sand City is committed to the November 5th, 2024 meeting date.
>
> With regards to the water district, the walk through proceeded without incident. We sent some updated calculations to the water district afterwards, and we are waiting for feedback from the district.
>
> Thank you,
>
> -Chris
>
> **From:** Brian Foucht foucht@emcplanning.com
> **Sent:** Tuesday, October 15, 2024 9:41 AM
> **To:** Chris Barlow christopherb@wrdarch.com
> **Cc:** Anastazia Aziz aziz@emcplanning.com; Zane Mortensen mortensen@emcplanning.com; Vibeke Norgaard (vibeke@sandcityca.org) vibeke@sandcityca.org; Matt Papurello papurello@emcplanning.com
> **Subject:** RE: 600 Ortiz
>
> Hi Chris - that should be doable. Public hearing notices will need to be prepared by the end of the week. Your response needs to cover the use issue and the related water use topic referenced in the incomplete letter. Thank you, Brian
>
> **Brian Foucht, AICP**
>
> **Email: foucht@emcplanning.com**
>
> **Phone: 831-649-1799 ext. 205**
>
> **Principal Planner**
>
> **EMC Planning Group**
>
> **601 Abrego Street, Monterey, CA 93940**
>
> **https://emcplanning.com/**
>
> **From:** Chris Barlow <christopherb@wrdarch.com>
> **Sent:** Monday, October 14, 2024 11:52 PM
> **To:** Brian Foucht <foucht@emcplanning.com>
> **Subject:** RE: 600 Ortiz

Hi Brian,

Yes, we should be able to get that to you by Friday this week.

I know that we weren't explicitly tying that incomplete letter response to the City Council hearing, but is it safe to assume that we can plan on being on the agenda the November 5th City Council meeting? The client is trying to figure out when to buy plane tickets so that he can attend…

Thank you!

-Chris

From: Alan Lewis <alan@diversyfund.com>
Sent: Tuesday, October 15, 2024 11:25 AM
To: Chris Barlow <christopherb@wrdarch.com>
Cc: Isaac Dixon <isaac@diversyfund.com>; Living - Independent Apartments <living@independent-apts.com>
Subject: Re: FW: 600 Ortiz Ave. The Independent

Hi Chris – following up on the below questions. Thanks!

From: Alan Lewis <alan@diversyfund.com>
Date: Tuesday, October 8, 2024 at 9:42 AM
To: Chris Barlow <christopherb@wrdarch.com>
Cc: Isaac Dixon <isaac@diversyfund.com>, Living - Independent Apartments <living@independent-apts.com>
Subject: Re: FW: 600 Ortiz Ave. The Independent

Hi Chris - please send update from the Water District visit and let me know if the November city meeting is locked in yet.

Alan Lewis

Co-Founder & Chief Investment Officer

DiversyFund

750 B Street, Suite 1930 | San Diego, CA 92101
www.diversyfund.com

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investor of any investment. This message is not a proposal to sell or the solicitation of interest in any security, which can only be made through official documents such as a private placement memorandum or a prospectus.

On Fri, Sep 27, 2024 at 11:56 AM Chris Barlow <christopherb@wrdarch.com> wrote:

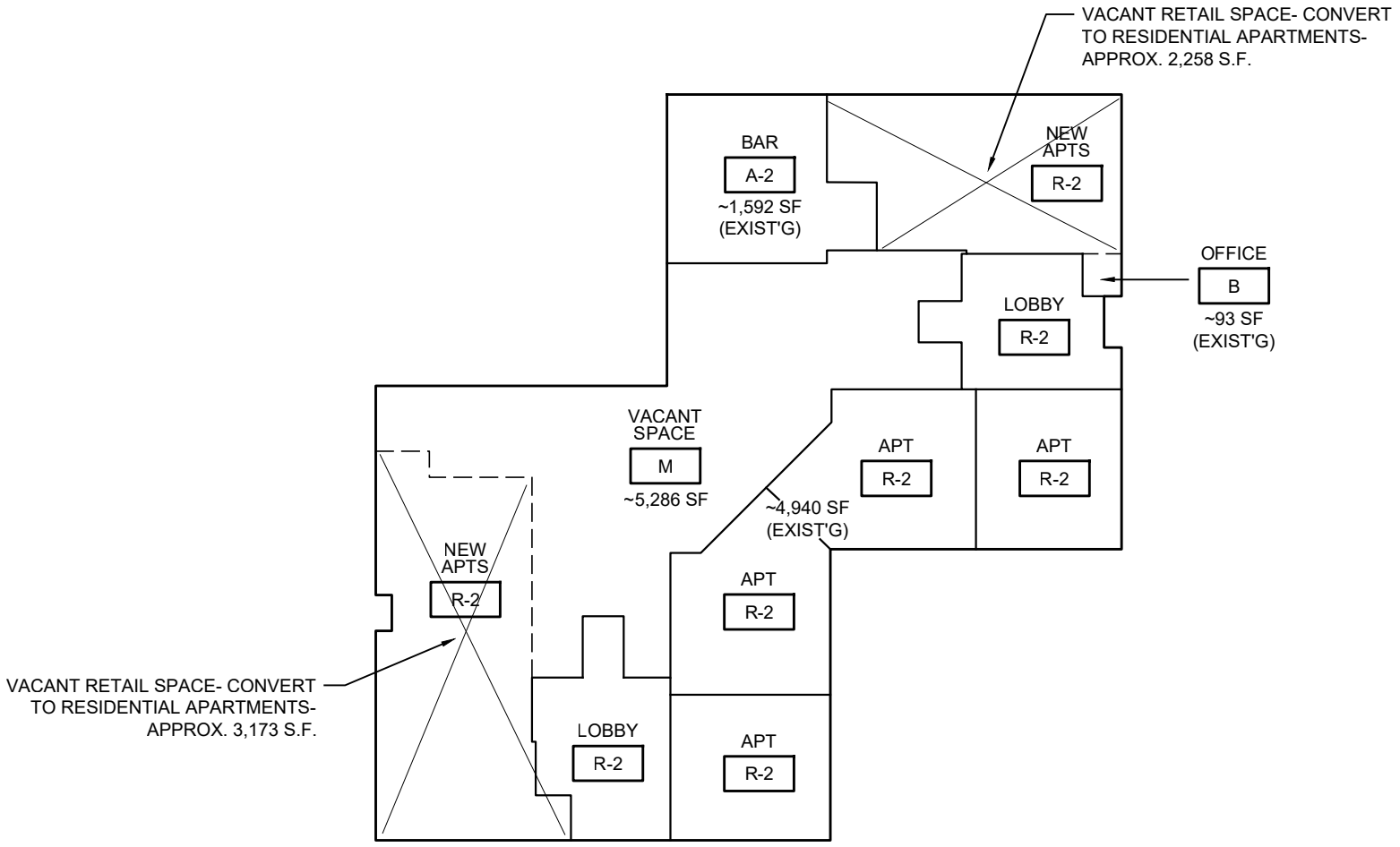
> Hi Alan and Team,
>
> Just letting you know that we are looking to meet the water district next week at the Independent to try and firm things up so that we can secure our spot for the November 5 City Council meeting. I will provide further details as soon as we hear back.
>
> Thanks,
>
> -Chris
>
> Christopher Barlow AIA, LEED AP
>
> PRINCIPAL, WALD RUHNKE AND DOST ARCHITECTS LLP
>
> 2340 Garden Road, Suite 100, Monterey CA 831-649-4642
>
> Please note, I will be travelling out of the country from October 9th – October 18th, 2024
>
> ---
>
> **From:** Brian Foucht <foucht@emcplanning.com>
> **Sent:** Friday, September 27, 2024 11:51 AM
> **To:** 'gabby@mpwmd.net' <gabby@mpwmd.net>; Chris Barlow <christopherb@wrdarch.com>
> **Cc:** Zane Mortensen <mortensen@emcplanning.com>; Vibeke Norgaard (vibeke@sandcityca.org) <vibeke@sandcityca.org>; Michael Groves <groves@emcplanning.com>
> **Subject:** 600 Ortiz Ave. The Independent
>
> Hi Gabby - I would like to set up a meeting with you (or other person of your choice) for early next week, on site at 600 Ortiz Ave. in Sand City (The Independent) to 1) review the situation regarding water meters in the building, and 2) also to discuss water allocated to the building overall and the sufficiency of that allocation for both existing and proposed residential uses and remaining commercial space.
>
> Please let me know if you can make the necessary arrangements and the preferred schedule. Thank you,
>
> Brian
>
> **Brian Foucht, AICP**
>
> **Email: foucht@emcplanning.com**
>
> **Phone: 831-649-1799 ext. 205**
>
> **Principal Planner**

EMC Planning Group

601 Abrego Street, Monterey, CA 93940

https://emcplanning.com/

OCCUPANCY & SCOPE DIAGRAM- FIRST FLOOR



NEW GROUND FLOOR APARTMENTS

600 Ortiz Avenue
Sand City, Ca 93955

PROJECT INFORMATION

PROJECT: CONVERT PREVIOUSLY VACANT SPACE TO SEVEN APARTMENTS ON THE 1ST FLOOR OF AN EXISTING FOUR-STORY BUILDING. THE PROJECT IS PRIVATELY OWNED AND PRIVATELY FUNDED.

LOCATION: 600 ORTIZ AVE.
SAND CITY, CA 93955

APN: 011-233-023

ZONING: MU-P / CZ-MU-P

LOT SIZE: 2.65 ACRES or 115,319 S.F.

PARKING: UNASSIGNED, SEE CALC.

RESIDENTIAL PARKING IS PROVIDED BY GARAGES & DESIGNATED RESIDENTIAL SPACES.

OFFICE / RETAIL- 1 SP. / 300 S.F.
29,400 SF / 300 = 98

APTS / CONDOS- 1.5 SP. / UNIT
30 UNITS x 1.5 = 45
1 SP. / STUDIO
7 STUDIOS x 1 = 7

REQUIRED SPACES: 150

PROVIDED: 151

BUILDING STORIES: FOUR (4)

BUILDING HEIGHT: 55 FEET

BUILDING AREA
(GROSS, ALL FLOORS): 80,304 S.F.

TENANT
IMPROVEMENT AREA: 5,261 S.F.

OCCUPANCY: MIXED; A-2, B & R-2

CONSTRUCTION: IIA Sprinklered

APPLICABLE BUILDING CODES & STANDARDS

CALIFORNIA CODE OF REGULATIONS (CCR):

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC), CCR TITLE 24, PART 1

2022 CALIFORNIA BUILDING CODE (CBC), CCR TITLE 24, PART 2, *VOLUMES 1 AND 2*

2022 CALIFORNIA RESIDENTIAL CODE (CRC), CCR TITLE 24, PART 2.5

2022 CALIFORNIA ELECTRICAL CODE (CEC), CCR TITLE 24, PART 3

2022 CALIFORNIA MECHANICAL CODE (CMC), CCR TITLE 24, PART 4

2022 CALIFORNIA PLUMBING CODE (CPC), CCR TITLE 24, PART 5

2022 CALIFORNIA ENERGY CODE (CEC), CCR TITLE 24, PART 6

PART 7 VACANT

2022 CALIFORNIA HISTORICAL BUILDING CODE (CHBC), CCR TITLE 24, PART 8

2022 CALIFORNIA FIRE CODE (CFC), CCR TITLE 24, PART 9

2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), CCR TITLE 24, PART 10

2022 CALIF. GREEN BUILDING STANDARDS CODE (CALGreen), CCR TITLE 24, PART 11

2022 CALIFORNIA REFERENCED STANDARDS CODE, CCR TITLE 24, PART 12

CCR TITLE 19, PUBLIC SAFETY, DIVISION 1, STATE FIRE MARSHAL

PARTIAL LIST OF APPLICABLE STATE STANDARDS

2022 NFPA 13, AUTOMATIC SPRINKLER SYSTEMS (CA AMENDED)

2022 NFPA 72, NATIONAL FIRE ALARM AND SIGNALLING CODE (CA AMENDED)

EXITING:

NOTE: THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE CURRENT ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

ALLOWABLE AREAS, HEIGHT & STORIES (TYPE IIA):

OCCUPANCY	ALLOWABLE AREA	ALLOWABLE HEIGHT	ALLOWABLE STORIES
A-2 (SM)	46,500	85'	4
B (SM)	112,500	85'	5
M (SM)	64,500	85'	5
R-2 (SM)	72,000	85'	5

ACTUAL AREAS:

OCCUPANCY	AREA	FLOOR(S)
A-2	1,607 SF	1st FLOOR ONLY
B (SM)	20,933 SF	1st and 2nd FLOORS
M (SM)	3,482 SF	1st FLOOR ONLY
R-2 (SM)	52,268	1st, 3rd and 4th FLOORS

MIXED USE OCCUPANCY CALCULATION:

ASSEMBLY (A-2)	BUSINESS	MERCANTILE	RESIDENTIAL (R-2)
1,607 / 46,500 = 0.03	20,933/112,500 = 0.19	3,482 / 64,500 = 0.05	52,268 / 72,000 = 0.73

0.03 + 0.19 + 0.05 + 0.73 = 1 < 3 OKAY (Total square footage per CBC 506.2.2)

SHEET INDEX

SHT. #	SHEET TITLE
ARCHITECTURAL	
A001	COVER SHEET, PROJECT INFO., ABBREV., SHEET INDEX, SYMBOLS
A010	RESIDENTIAL CAL GREEN CHECKLIST
A011	RESIDENTIAL CAL GREEN CHECKLIST
A100	SITE PLAN
A200	EXISTING / DEMO OVERALL FLOOR PLAN
A201	OVERALL FIRST FLOOR PLAN
A211	ENLARGED NORTH EAST FLOOR PLAN
A212	ENLARGED SOUTH WEST FLOOR PLAN
A211	ENLARGED REFLECTED CEILING PLANS, N.E. & S.W.
A300	DOOR, WINDOW AND FINISH SCHEDULES
A400	BUILDING SECTION at FIRST FLOOR
A800	WALL, FLOOR-CEILING ASSEMBLY DETAILS
A840	DOOR & WINDOW DETAILS
A901	ACCESSIBILITY DETAILS, ENLARGED KITCHEN & BATH DETAILS
MECHANICAL	
M0.1	ABBREVIATIONS, LEGEND, EQUIPMENT SCHEDULES, INSTALLATION
M0.2	ENERGY COMPLIANCE DOCUMENTATION
M0.3	ENERGY COMPLIANCE DOCUMENTATION
M0.4	ENERGY COMPLIANCE DOCUMENTATION
M2.0	OVERALL FIRST FLOOR HVAC PLAN
M2.1	FIRST FLOOR NORTH EAST HVAC PLAN
M2.2	FIRST FLOOR SOUTH WEST HVAC PLAN
PLUMBING	
P0.1	PLUMBING EQUIPMENT SCHEDULE, SYMBOLS, ABBREV., SPECS, DETAIL
P2.2	WATER PLAN
ELECTRICAL	
E0.1	SYMBOL, ABBREVIATIONS, NOTES, LIGHT FIX SCHEDULES
E0.2	CA ENERGY COMPLIANCE TITLE 24 (BLDG INTERIOR)
E1.1	ELECTRICAL SINGLE LINE DIAGRAM AND PANEL BOARD SCHEDULES
E2.1	OVERALL ELECTRICAL PLAN
E3.1	FIRST FLOOR ELEC DEMO PLAN AND DEMO NOTES
E4.1	POWER & SYSTEMS PLAN- FIRST FLOOR NORTH EAST
E4.2	POWER & SYSTEMS PLAN- FIRST FLOOR SOUTH WEST
E5.1	LIGHTING PLAN - FIRST FLOOR NORTH EAST
E5.2	LIGHTING PLAN - FIRST FLOOR SOUTH WET
E6.1	ELECTRICAL DETAILS
E7.1	ELECTRICAL SPECIFICATIONS

FIRE SPRINKLER NOTES

1. THIS IS AN EXISTING, FULLY FIRE SPRINKLERED BUILDING
2. DRAWINGS AND SUPPORTIVE CALCULATIONS FOR ALL MODIFICATIONS TO THE EXISTING FIRE SPRINKLER SYSTEM ARE REQUIRED TO BE SUBMITTED BY THE INSTALLING LICENSED FIRE SPRINKLER CONTRACTOR (C-16) TO THE FIRE PREVENTION DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL VERIFY IN A "KNOX BOX" EXISTS, IF NOT A "KNOX BOX" SHALL BE PROVIDED AND LOCATED PER FIRE DEPARTMENT RECOMMENDATIONS. IF "KNOX BOX" EXISTS THEN CONTENTS SHALL BE UPDATED TO REFLECT NEW TENANT. EMERGENCY ACCESS KEYS INCLUDING A GRAND MASTER KEY FOR ROOMS, ELEVATOR OVERRIDE KEY, ACCESS KEY TO THE FIRE ALARM PANEL AND SPECIAL ACCESS KEYS (WHERE APPLICABLE) SHALL ALSO BE MADE PART OF THE "KNOX BOX" INVENTORY.
4. FIRE ALARM PLAN SUBMITTED IS FOR REFERENCE ONLY; A SEPARATE SUBMITTAL IS REQUIRED. DRAWINGS AND SUPPORTIVE CALCULATIONS FOR ALL MODIFICATIONS TO THE EXISTING FIRE ALARM CONTRACTOR TO THE FIRE PREVENTION DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
5. ALL PLAN SUBMITTALS REQUIRING FIRE SPRINKLERS, FIRE SERVICE UNDERGROUND, FIRE ALARMS, AND HOOD AND DUCT SYSTEMS, SHALL BE SUBMITTED AND SHALL BE APPROVED BY THE FIRE DEPARTMENT AND STATE FIRE MARSHALL BEFORE A FRAMING INSPECTION SHALL BE GRANTED BY THE BUILDING DEPARTMENT.

ABREVIATIONS

&	AND	F.H.W.S.	FLATHEAD WOOD SCREW	PLYWD.	PLYWOOD
∠	ANGLE	FLASH.	FLASHING	PR.	PAIR
@	AT	FLR.	FLOOR(ING)	PSF	POUNDS PER SQUARE FOOT
℄	CENTERLINE	FLUOR.	FLUORESCENT	PSI	POUNDS PER SQUARE INCH
Ø	DIAMETER OR ROUND	F.O.	FACE OF	PT	PRESSURE TREATED
⊥	PERPENDICULAR	F.O.B.	FACE OF BLOCK	PART.	PARTITION
℄	PROPERTY LINE	F.O.C.	FACE OF CONCRETE	P.T. DISP.	PAPER TOWEL DISPENSER
#	POUND OR NUMBER	F.O.F.	FACE OF FINISH	P.V.C.	POLYVINYL CHLORIDE
		F.O.M.	FACE OF MASONRY		
A.B.	ANCHOR BOLT	F.O.S.	FACE OF STUD	R.	RISER
A.B.S.	ACRYLONITRILE BUTADIENE	F.P.	FIREPLACE	R.A.	RETURN AIR
ABV.	ABOVE	F.R.P.	FIBERGLASS REINF. PANEL	RAD.	RADIUS
A.A.	ASPHALTIC CONCRETE	F.S.	FULL SIZE	R.D.	ROOF DRAIN
A/C	AIR CONDITIONING	FT.	FOOT/FEET	REG.	REGISTER
ACOUS.	ACOUSTICAL	FTG.	FOOTING	REF.	REFRIGERATOR
ADJ.	ADJUSTABLE	FURR.	FURRED(ING)	REINF.	REINFORCED
A.F.F.	ABOVE FINISH FLOOR	FUT.	FUTURE	REQ'D.	REQUIRED
AGGR.	AGGREGATE			REQMT.	REQUIREMENT
ALUM.	ALUMINUM	GA.	GAUGE/GAGE	RESIL.	RESILIENT
ANOD.	ANODIZED	GALV.	GALVANIZED	REV.	REVERSED
A.P.A	AMERICAN PLYWOOD ASSOCIATION	GB.	GRAB BAR	R.H.M.S.	ROUNDHEAD MACHINE SCREW
		G.I.	GALVANIZED IRON	R.H.W.S.	ROUNDHEAD WOOD SCREW
APPROX.	APPROXIMATE	GL.	GLASS/GLAZING	RM.	ROOM
ARCH.	ARCHITECTURAL	G.L.B.	GLUE-LAM BEAM	R.O.	ROUGH OPENING
A.S.	ADJUSTABLE SHELF	GR.	GRADE(ING)	R.O.W.	RIGHT OF WAY
		G.W.B.	GYPSUM WALLBOARD	R.S.	RESAWN
BD.	BOARD			RUB.	RUBBER
BIT.	BITUMINOUS	H.B.	HOSE BIB	RWD.	REDWOOD
BLDG.	BUILDING	HBD.	HARDBOARD	R.W.L.	RAIN WATER LEADER
BLK.	BLOCK	H.A.	HOLLOW CORE		
BLKG.	BLOCKING	HDR.	HEADER	S.	SOUTH
BM.	BEAM	HDWR.	HARDWARE	S.B.	SOLID BLOCKING
B.M.	BENCH MARK	H.M.	HOLLOW METAL	S.C.	SOLID CORE
BOT.	BOTTOM	HORZ.	HORIZONTAL	SCHED.	SCHEDULE
BRG.	BEARING	H.S.	HEAVY SHEET	S.D.	STORM DRAIN
BTWN.	BETWEEN	HT.	HEIGHT	SECT.	SECTION
B.U.R.	BUILD-UP ROOFING	HTG.	HEATING	SERV.	SERVICE
B.W.	BOTH WAYS	H.W.	HOT WATER	S.F.	SQUARE FOOT
		HWD.	HARDWOOD	S.G.	STAIN GRADE
CAB.	CABINET	HVAC.	HEATING/VENTILATING/AIR CONDITIONING	SH.	SHELF/SHELVING
C.B.	CATCH BASIN			SHWR.	SHOWER
CBC.	CALIFORNIA BUILDING CODE			SHT.	SHEET
CEM.	CEMENT	I.C.C.	INTERNATIONAL CODE COUNCIL	SHT'G.	SHEATHING
CER.	CERAMIC	ID.	INSIDE DIAMETER	SIM.	SIMILAR
CFCI.	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	INCL.	INCLUDE(D) (ING)	S.S.	STAINLESS STEEL SERVICE SINK
C.F.	CUBIC FEET	INSUL.	INSULATE(D) (ING)	S.S.D.	SEE STRUCTURAL DRAWINGS
C.I.	CAST IRON	INT.	INTERIOR	S.M.	SHEET METAL
C.J.	CONTROL JOINT	INV.	INVERT	S.M.S.	SHEET METAL SCREW
CL.	CLOSET			SPEC.	SPECIFICATION
CLG.	CEILING	JAN.	JANITOR	SQ.	SQUARE
CLKG.	CAULKING	J.H.	JOIST HANGER	STL.	STEEL
CLR.	CLEAR(ANCE)	JT.	JOINT	STD.	STANDARD
C.M.U.	CONCRETE MASONRY UNIT			STAG.	STAGGERED
COL.	COLUMN	KIT.	KITCHEN	STOR.	STORAGE
COMP.	COMPOSITION			STRUCT.	STRUCTURAL
CONC.	CONCRETE	L.	LENGTH	SUSP.	SUSPENDED
CONN.	CONNECTION	LAM.	LAMINATE	SYM.	SYMMETRY(ICAL)
CONSTR.	CONSTRUCTION	LAV.	LAVATORY	SYS.	SYSTEM
CONT.	CONTINUOUS	L.B.	LAG BOLT		
COR.	CORRUGATED	LOC.	LOCATE(ION)	T.	TREAD
C.O.T.G.	CLEAN-OUT TO GRADE	L.V.L.	LAMINATED VENEER LUMBER	T.B.	TOWEL BAR
CSMT.	CASEMENT	L.W.	LIGHTWEIGHT	T.B.D.	TO BE DETERMINED
CSWK.	CASEWORK			T.C.	TOP OF CURB
C.T.	CERAMIC TILE	MAS.	MASONRY	TEL.	TELEPHONE
CTR.	COUNTER	MAT.	MATERIAL(S)	TEMP.	TEMPERED
CTSK.	COUNTERSINK	MAX.	MAXIMUM	T.E.N.	TYPICAL EDGE NAILING
C.Y.	CUBIC YARD	M.B.	MACHINE BOLT	T & G	TONGUE & GROOVE
		M.C.	MED(ICINE) CABINET	THK.	THICK(NESS)
DBL.	DOUBLE	M.D.	MEDIUM DENSITY	THRESH.	THRESHOLD
DEPT.	DEPARTMENT	MECH.	MECHANICAL	T.J.I.	TRUSS JOIST INTERNATIONAL
DET.	DETAIL	MEMB.	MEMBRANE	T.O.	TOP OF
DF.	DRINKING FOUNTAIN	MEZZ.	MEZZANINE	T.P.H.	TOILET PAPER HOLDER
D.F.	DOUGLAS FIR	MFR.	MANUFACTURE(ER)	T.Q.	TOP OF PAVEMENT
D.G.	DECOMPOSED GRANITE	MIN.	MINIMUM	TV	TELEVISION
D.H.	DOUBLE HUNG	MIR.	MIRROR	T.W.	TOP OF WALL
DIAG.	DIAGONAL	MISC.	MISCELLANEOUS	TYP.	TYPICAL
DIA.	DIAMETER	MLDG.	MOLDING/MOULDING		
DIMEN.	DIMENSION	M.I.W.	MALLEABLE IRON WASHER	U/L	UNDERWRITER'S LABORATORY
DISP.	DISPENSER/DISPOSER	M.O.	MASONRY OPENING	U.N.O.	UNLESS NOTED OTHERWISE
DN.	DOWN	MTD.	MOUNTED	U.O.N.	UNLESS OTHERWISE NOTED
DR.	DOOR	MET.	METAL	UR.	URINAL
DRWG.	DRAWING	MULL.	MULLION		
D.S.B.	DBL. STRENGTH B GRADE (GLASS)			V.I.F.	VERIFY IN FIELD
D.S.	DOWNSPOUT	N.	NORTH	W.	WEST/WIDTH/WIDE
DWR.	DRAWER	(N).	NEW	W/	WITH
D.W.	DISH WASHER	NAT.	NATURAL	W.C.	WATER CLOSET
		N.I.C.	NOT IN CONTRACT	WD.	WOOD
E	EAST	NOM.	NOMINAL	WDW.	WINDOW
EA.	EACH	N.T.S.	NOT TO SCALE	W.H.	WATER HEATER
E.J.	EXPANSION JOINT	O/	OVER	WI.	WOODWORK INSTITUTE
ELEV.	ELEVATION, ELEVATOR	OBS.	OBSCURE	W/O	WITHOUT
ELEC.	ELECTRIC(AL)	O.C.	ON CENTER(S)	W.P.	WATERPROOF(ING)
EMER.	EMERGENCY	O.D.	OUTSIDE DIAMETER	W.R.	WATER RESISTANT
ENCL.	ENCLOSURE	OFF.	OFFICE	W.S.	WOOD SCREW
EQUIP.	EQUIPMENT N.I.C. W/ WITH	OFCI.	OWNER FURNISHED, CONTRACTOR INSTALLED	WSCT.	WAINSCOT
EWC.	ELECTRIC WATER COOLER	OFOI.	OWNER FURNISHED, OWNER INSTALLED	WT.	WEIGHT
(E).	EXISTING			W.W.M.	WELDED WIRE MESH
EXH.	EXHAUST	O.H.	OVER HANG		
EXP.	EXPOSED/EXPANSION	O.H.M.S.	OVALHEAD MACHINE SCREW		
EXT.	EXTERIOR	O.H.W.S.	OVALHEAD WOOD SCREW		
		OPNG.	OPENING		
F.A.	FIRE ALARM	OPP.	OPPOSITE		
FAST.	FASTEN(ER)				
F.A.	FLAT BAR				
F.D.	FLOOR DRAIN	P.A.F.	POWDER ACTUATED FASTENER		
FEC.	FIRE EXTINGUISHER CABINET	P.B.	PANIC BAR		
F.F.	FINISH FLOOR	PART. BD.	PARTICLE BOARD		
F.G.	FINISH GRADE	PCF.	POUNDS PER CUBIC FOOT		
FND.	FOUNDATION	P.D.	POWDER DRIVEN		
F.E.	FIRE EXTINGUISHER	P.G.	PAINT GRADE		
F.	FIBERGLASS	PERF.	PERFORATE		
FIN.	FINISH(ED)	PLF	POUNDS PER LINEAR FOOT		
F.H.M.S.	FLATHEAD MECHANICAL SCREW	PLAS. LAM.	PLASTIC LAMINATE		
		PLAS.	PLASTER		

LEGEND

- EARTH
- ROCK
- SAND, MORTAR, PLASTER
- CONCRETE BLOCK
- CAST-IN-PLACE (C.I.P.) CONCRETE
- (E) STUD WALL
- (N) STUD WALL
- (E) STUD WALL TO BE REMOVED
- SOUND INSULATED STUD WALL
- METAL
- WOOD FINISH
- WOOD FRAMING CONTINUOUS MEMBER
- WOOD BLOCKING
- PLYWOOD
- GYPSUM WALLBOARD
- A.C. PAVING

SYMBOLS

- XXX — DOOR SYMBOL
- XX — WINDOW SYMBOL
- X — KEY TAG
- XX — DEMOLITION TAG
- MATCH LINE
- WORK POINT, DATUM POINT OR CONTROL
- XX — VERTICAL OR HORIZONTAL DIAPHRAGM KEY
- SECTION: X / AX.X — SECTION IDENTIFICATION, SHEET WHERE SECTION IS DRAWN
- DETAIL: X / AX.X — DETAIL IDENTIFICATION, SHEET WHERE DETAIL IS DRAWN
- FINISH GRADE (SPOT): +XXXX.X / +XXXX.X — ELEVATION, SURFACE
- EXISTING GRADE (SPOT): +XXXX.X / +XXXX.X — ELEVATION, SURFACE
- PROPERTY LINE
- REVISION / X

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DEFERRED SUBMITTALS

THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, DETAILS AND CALCULATIONS FOR THE DEFERRED ITEMS PER THE ARCHITECTURAL AND ELECTRICAL DRAWINGS AND CRITERIA.

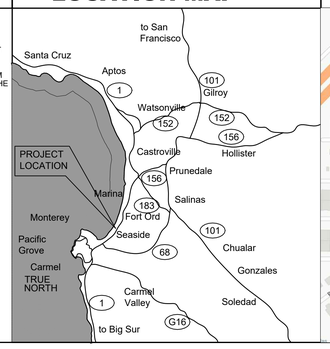
A. SUBMITTAL DOCUMENTS FOR DEFERRED ITEMS SHALL BE SUBMITTED FOR REVIEW TO THE ARCHITECT OF RECORD.

B. THE ARCHITECT OF RECORD SHALL REVIEW THE DEFERRED ITEM DOCUMENTS, SIGN AND STAMP THEM AS REVIEWED, AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING AND *NO EXCEPTIONS ARE TAKEN.*

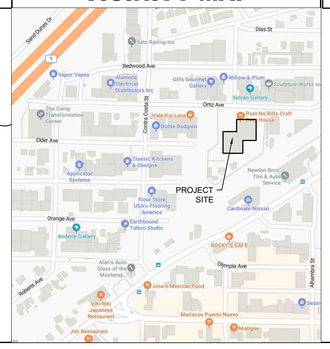
C. THE DEFERRED ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

D. THE FOLLOWING ITEMS SHALL BE CONSIDERED DEFERRED SUBMITTAL AND PERMITTED SEPARATELY:
D.1. FIRE SPRINKLERS
D.2. FIRE ALARM SYSTEM

LOCATION MAP



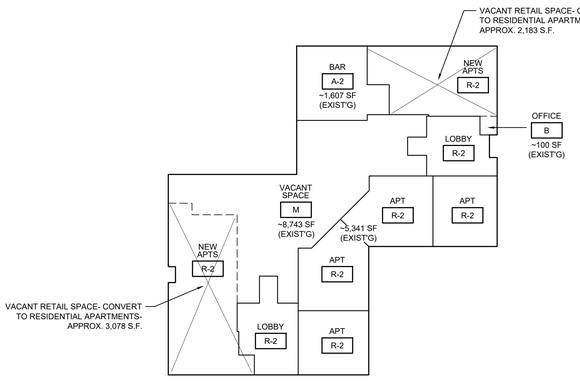
VICINITY MAP



GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL DIMENSIONS, GRADES, AND OTHER CONDITIONS, AND SHALL CORRELATE AT THE JOB SITE ALL SUCH ITEMS. GENERAL CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CLARIFICATION AND CORRECTION PRIOR TO BEGINNING ANY WORK.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK AND THE COORDINATION OF ALL TRADES AND GOVERNING AGENCIES, AND SHALL PROVIDE ALL MATERIALS AND LABOR (SHOWN OR INFERRED) ON THESE PLANS TO RENDER THE WORK COMPLETE.
3. IT SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY FOR THE SUPERVISION OF THE WORK.
4. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE SUPERVISION OF THE WORK OR THE PROPER EXECUTION OF THE SAME.
5. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY, PRIOR TO COMMENCEMENT OF WORK.
6. THESE DRAWINGS SHALL BE CONSIDERED SUBSTANTIALLY COMPLETE. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO RENDER THE WORK COMPLETE, AS IS THE INTENT OF THESE DRAWINGS, EITHER SHOWN OR INFERRED HEREIN, THROUGH PROPER AND ESTABLISHED CONSTRUCTION PRACTICES.
7. EXISTING CONSTRUCTION DETAILS SHOWN HEREIN ARE ASSUMED TO BE SUBSTANTIALLY CORRECT AND MAY NOT DEPICT THE ACTUAL CONDITION. THE GENERAL CONTRACTOR SHALL VERIFY (E) CONDITIONS AND NOTIFY THE ARCHITECT ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK.
8. ANY PROPOSED SHUT DOWN OF UTILITIES SHALL BE REGISTERED IN WRITING AT LEAST SEVEN (7) WORKING DAYS IN ADVANCE. REQUESTS SHALL BE DIRECTED TO THE ARCHITECT.
9. ANY PROPOSED WORK THAT TAKES PLACE AFTER NORMAL BUSINESS HOURS SHALL BE MADE IN WRITING AT LEAST SEVEN (7) WORKING DAYS IN ADVANCE. REQUESTS SHALL BE DIRECTED TO THE ARCHITECT.
10. PROVIDE ALL REQUIRED FIRE BLOCKING IN ACCORDANCE WITH SECTION 708 OF THE CURRENT ADOPTED EDITION OF C.B.C.

OCCUPANCY & SCOPE DIAGRAM- FIRST FLOOR



60
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LICENSED ARCHITECT — CHRISTOPHER RYAN CORNELSEN — No. C31466 — REN. 1/31/25 — STATE OF CALIFORNIA

THE INDEPENDENT
1st FLOOR STUDIO APARTMENTS

600 ORTIZ AVE.
SAND CITY, CA 93955

A.P.N. NO.: 011-233-023

JOB NO. 23022

PRINT DATE:

PLOT DATE: 6.17.2024

DRAWN BY: RC

CHECKED BY: -

SET ISSUED:

6.17.2024 BLDG PERMIT APP

SHEET NAME: COVER SHEET

SHEET NO.: A001

FILE NAME.: 23022-A001

J:\23 Jobs\23022 Independent Sand City\Drawings\23022- A001.dwg, 6/17/2024 2:57:49 PM, RyanC

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

Y	N/A	RESPON. PARTY

CHAPTER 3
GREEN BUILDING
SECTION 301 GENERAL

301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

The mandatory provision of Section 4.106.4.2 may apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings. See Section 4.106.4.3 for application.

Note: Repairs including, but not limited to, resurfacing, restriping and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

Note: On and after January 1, 2014, residential buildings undergoing permitted alterations, additions, or improvements shall replace noncompliant plumbing fixtures with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD] The provisions of individual sections of CALGreen may apply to either low-rise residential buildings high-rise residential buildings, or both. Individual sections will be designated by banners to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS. In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.
Exceptions:
1. [HCD] Accessory structures and accessory occupancies serving residential buildings shall comply with Chapter 4 and Appendix A4, as applicable.
2. [HCD] For purposes of CALGreen, live/work units, complying with Section 419 of the *California Building Code*, shall not be considered mixed occupancies. Live/Work units shall comply with Chapter 4 and Appendix A4, as applicable.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	Department of Housing and Community Development
BSC	California Building Standards Commission
DSA-SS	Division of the State Architect, Structural Safety
OSHPD	Office of Statewide Health Planning and Development
LR	Low Rise
HR	High Rise
AA	Additions and Alterations
N	New

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS
4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

FRENCH DRAIN. A trench, hole or other depressed area loosely filled with rock, gravel, fragments of brick or similar pervious material used to collect or channel drainage or runoff water.

WATTLES. Wattles are used to reduce sediment in runoff. Wattles are often constructed of natural plant materials such as hay, straw or similar material shaped in the form of tubes and placed on a downflow slope. Wattles are also used for perimeter and inlet controls.

4.106 SITE DEVELOPMENT
4.106.1 GENERAL. Preservation and use of available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION. Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction. In order to manage storm water drainage during construction, one or more of the following measures shall be implemented to prevent flooding of adjacent property, prevent erosion and retain soil runoff on the site.

1. Retention basins of sufficient size shall be utilized to retain storm water on the site.
2. Where storm water is conveyed to a public drainage system, collection point, gutter or similar disposal method, water shall be filtered by use of a barrier system, wattle or other method approved by the enforcing agency.
3. Compliance with a lawfully enacted storm water management ordinance.

Note: Refer to the State Water Resources Control Board for projects which disturb one acre or more of soil, or are part of a larger common plan of development which in total disturbs one acre or more of soil.

(Website: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)

4.106.3 GRADING AND PAVING. Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

1. Swales
2. Water collection and disposal systems
3. French drains
4. Water retention gardens
5. Other water measures which keep surface water away from buildings and aid in groundwater recharge.

Exception: Additions and alterations not altering the drainage path.

4.106.4 Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code*, Article 625.

Exceptions:
1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
   1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere 208/240-volt minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exemption: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the proposed location of an EV charger at the time of original construction in accordance with the *California Electrical Code*.

4.106.4.1.1 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities.
When parking is provided, parking spaces for new multifamily dwellings, hotels and motels shall meet the requirements of Sections 4.106.4.2.1 and 4.106.4.2.2. Calculations for spaces shall be rounded up to the nearest whole number. A parking space served by electric vehicle supply equipment or designed as a future EV charging space shall count as at least one standard automobile parking space only for the purpose of complying with any applicable minimum parking space requirements established by a local jurisdiction. See Vehicle Code Section 22511.2 for further details.

4.106.4.2.1Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exceptions:

1.When EV chargers (Level 2 EVSE) are installed in a number equal to or greater than the required number of EV capable spaces.

2.When EV chargers (Level 2 EVSE) are installed in a number less than the required number of EV capable spaces, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed.

Notes:

a.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

4.106.4.2.2 Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exception: When EV chargers (Level 2 EVSE) are installed in a number greater than five (5) percent of parking spaces required by Section 4.106.4.2.2, Item 3, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed over the five (5) percent required.

Notes:

a.Construction documents shall show locations of future EV spaces.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

3.EV Chargers. Five (5) percent of the total number of parking spaces shall be equipped with Level 2 EVSE. Where common use parking is provided, at least one EV charger shall be located in the common use parking area and shall be available for use by all residents or guests.

When low power Level 2 EV charging receptacles or Level 2 EVSE are installed beyond the minimum required, an automatic load management system (ALMS) may be used to reduce the maximum required electrical capacity to each space served by the ALMS. The electrical system and any on-site distribution transformers shall have sufficient capacity to deliver at least 3.3 kW simultaneously to each EV charging station (EVCS) served by the ALMS. The branch circuit shall have a minimum capacity of 40 amperes, and installed EVSE shall have a capacity of not less than 30 amperes. ALMS shall not be used to reduce the minimum required electrical capacity to the required EV capable spaces.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS).
Electric vehicle charging stations required by Section 4.106.4.2.2, Item 3, shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

4.106.4.2.2.1.1 Location.
EVCS shall comply with at least one of the following options:

1.The charging space shall be located adjacent to an accessible parking space meeting the requirements of the California Building Code, Chapter 11A, to allow use of the EV charger from the accessible parking space.

2.The charging space shall be located on an accessible route, as defined in the California Building Code, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the California Building Code, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1 and Section 4.106.4.2.2.1.2, Item 3.

4.106.4.2.2.1.2 Electric vehicle charging stations (EVCS) dimensions.
The charging spaces shall be designed to comply with the following:

1.The minimum length of each EV space shall be 18 feet (5486 mm).

2.The minimum width of each EV space shall be 9 feet (2743 mm).

3.One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).

a.Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

4.106.4.2.2.1.3 Accessible EV spaces.
In addition to the requirements in Sections 4.106.4.2.2.1.1 and 4.106.4.2.2.1.2, all EVSE, when installed, shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A.

4.106.4.2.3 EV space requirements.
1.Single EV space required. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or enclosure in close proximity to the location or the proposed location of the EV space. Construction documents shall identify the raceway termination point, receptacle or charger location, as applicable. The service panel and/ or subpanel shall have a 40-ampere minimum dedicated branch circuit, including branch circuit overcurrent protective device installed, or space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space, at the time of original construction in accordance with the California Electrical Code.

2.Multiple EV spaces required. Construction documents shall indicate the raceway termination point and the location of installed or future EV spaces, receptacles or EV chargers. Construction documents shall also provide information on amperage of installed or future receptacles or EVSE, raceway method(s), wiring schematics and electrical load calculations. Plan design shall be based upon a 40-ampere minimum branch circuit. Required raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space at the time of original construction in accordance with the California Electrical Code.

4.106.4.2.4 Identification.
The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

4.106.4.2.5 Electric Vehicle Ready Space Signage.
Electric vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings.
When new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, ten (10) percent of the total number of parking spaces added or altered shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE.

Notes:

1.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

2.There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL
4.201.1 SCOPE. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.

DIVISION 4.3 WATER EFFICIENCY AND CONSERVATION

4.303 INDOOR WATER USE
4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the sections 4.303.1.1, 4.303.1.2, 4.303.1.3, and 4.303.4.4.

Note: All noncompliant plumbing fixtures in any residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy, or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

4.303.1.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.

Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

4.303.1.2 Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gallons per flush. The effective flush volume of all other urinals shall not exceed 0.5 gallons per flush.

4.303.1.3 Showerheads.

4.303.1.3.1 Single Showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to only allow one shower outlet to be in operation at a time.

Note: A hand-held shower shall be considered a showerhead.

4.303.1.4 Faucets.

4.303.1.4.1 Residential Lavatory Faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

4.303.1.4.2 Lavatory Faucets in Common and Public Use Areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi.

4.303.1.4.3 Metering Faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.2 gallons per cycle.

4.303.1.4.4 Kitchen Faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.

4.303.1.4.5 Pre-rinse spray valves.
When installed, shall meet the requirements in the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations), Sections 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7) and shall be equipped with an integral automatic shutoff.

FOR REFERENCE ONLY: The following table and code section have been reprinted from the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations),Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).

TABLE H-2

STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019

PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.28

Title 20 Section 1605.3 (h)(4)(A): Commercial prerinse spray values manufactured on or after January 1, 2006, shall have a minimum spray force of not less than 4.0 ounces-force (ozf)[113 grams-force(gf)]

4.303.2 Submeters for multifamily buildings and dwelling units in mixed-used residential/commercial buildings.
Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code*.

4.303.3 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code*.

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER.

TABLE - MAXIMUM FIXTURE WATER USE

FIXTURE TYPE	FLOW RATE
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE
4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

NOTES:

1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the *California Code Regulations,* Title 23, Chapter 2.7, Division 2. MWELO and supporting documents, including water budget calculator, are available at: https://www.water.ca.gov/

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE
4.406.1 RODENT PROOFING. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING
4.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:

1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material collected will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 WASTE MANAGEMENT COMPANY. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE [LR]. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 lbs./sq.ft. of the building area shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 2 pounds per square foot of the building area, shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.5 DOCUMENTATION. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 4.408.2, items 1 through 5, Section 4.408.3 or Section 4.408.4..

Notes:

1. Sample forms found in "A Guide to the California Green Building Standards Code (Residential)" located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance with this section.
2. Mixed construction and demolition debris (C & D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

4.410 BUILDING MAINTENANCE AND OPERATION
4.410.1 OPERATION AND MAINTENANCE MANUAL. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:

1. Directions to the owner or occupant that the manual shall remain with the building throughout the life cycle of the structure.
2. Operation and maintenance instructions for the following:
   a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
   b. Roof and yard drainage, including gutters and downspouts.
   c. Space conditioning systems, including condensers and air filters.
   d. Landscape irrigation systems.
   e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30-60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and controllers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance measures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspections verifications required by the enforcing agency or this code.
11. Information from the Department of Forestry and Fire Protection on maintenance of defensible space around residential structures.
12. Information and/or drawings identifying the location of grab bar reinforcements.

4.410.2 RECYCLING BY OCCUPANTS. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waster, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.

Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code Section 42649.82 (a)(2)(A) et seq. are note required to comply with the organic waste portion of this section.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL
4.501.1 Scope
The provisions of this chapter shall outline means of reducing the quality of air contaminants that are odorous, irritating and/or harmful to the comfort and well being of a building's inhabitants, occupants and neighbors.

SECTION 4.502 DEFINITIONS
5.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

AGRIFIBER PRODUCTS. Agrifiber products include wheatboard, strawboard, panel substrates and door cores, not including furniture, fixtures and equipment (FF&E) not considered base building elements.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of regulations (CCR), title 17, Section 93120.1.

DIRECT-VENT APPLIANCE. A fuel-burning appliance with a sealed combustion system that draws all air for combustion from the outside atmosphere and discharges all flue gases to the outside atmosphere.

DISCLAIMER: *THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.*

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LICENSED ARCHITECT
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REN. 1/31/25
STATE OF CALIFORNIA

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JOB NO. 23022
PRINT DATE:
PLOT DATE: 6.17.2024
DRAWN BY: RC
CHECKED BY: -
SET ISSUED:
6.17.2024 BLDG PERMIT APP

SHEET NAME: RESIDENTIAL CAL GREEN
SHEET NO.: A010
FILE NAME.: 23022-A010

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2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g O^3/g ROC).
Note: MIR values for individual compounds and hydrocarbon solvents are specified in CCR, Title 17, Sections 94700 and 94701.

MOISTURE CONTENT. The weight of the water in wood expressed in percentage of the weight of the oven-dry wood.

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).
Note: PWMIR is calculated according to equations found in CCR, Title 17, Section 94521 (a).

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.

VOC. A volatile organic compound (VOC) broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).

4.503 FIREPLACES
4.503.1 GENERAL. Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.

4.504 POLLUTANT CONTROL
4.504.1 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal or other methods acceptable to the enforcing agency to reduce the amount of water, dust or debris which may enter the system.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with this section.

4.504.2.1 Adhesives, Sealants and Caulks. Adhesives, sealant and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table 4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.

2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of *California Code of Regulations*, Title 17, commencing with section 94507.

4.504.2.2 Paints and Coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Suggested Control Measure, as shown in Table 4.504.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in subsections 4.21, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 4.504.3 shall apply.

4.504.2.3 Aerosol Paints and Coatings. Aerosol paints and coatings shall meet the Product-weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of *California Code of Regulations*, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.

4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

1. Manufacturer's product specification.
2. Field verification of on-site product containers.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1,2]
(Less Water and Less Exempt Compounds in Grams per Liter)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT
(Less Water and Less Exempt Compounds in Grams per Liter)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NON-POROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[2,3]
GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[1]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS

2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.

3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.

2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

DIVISION 4.5 ENVIRONMENTAL QUALITY (continued)
4.504.3 CARPET SYSTEMS. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. Where resilient flooring is installed , at least 80% of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

hhttps://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.5 COMPOSITE WOOD PRODUCTS. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5

4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, European 636 3S standards, and Canadian CSA 0121, CSA 0151, CSA 0153 and CSA 0325 standards.
5. Other methods acceptable to the enforcing agency.

4.505 INTERIOR MOISTURE CONTROL
4.505.1 General. Buildings shall meet or exceed the provisions of the *California Building Standards Code*.

4.505.2 CONCRETE SLAB FOUNDATIONS. Concrete slab foundations required to have a vapor retarder by California Building Code, Chapter 19, or concrete slab-on-ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.

4.505.2.1 Capillary break. A capillary break shall be installed in compliance with at least one of the following:

1. A 4-inch (101.6 mm) thick base of 1/2 inch (12.7mm) or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute, ACI 302.2R-06.
2. Other equivalent methods approved by the enforcing agency.
3. A slab design specified by a licensed design professional.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:

1. Moisture content shall be determined with either a probe-type or contact-type moisture meter.Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 101.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610 mm) to 4 feet (1219 mm) from the grade stamped end of each piece verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing.

Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.

4.506 INDOOR AIR QUALITY AND EXHAUST
4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:

1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
   a. Humidity controls shall be capable of adjustment between a relative humidity range less than or equal to 50% to a maximum of 80%. A humidity control may utilize manual or automatic means of adjustment.
   b. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in)

Notes:

1. For the purposes of this section, a bathroom is a room which contains a bathtub, shower or tub/shower combination.
2. Lighting integral to bathroom exhaust fans shall comply with the *California Energy Code*.

4.507 ENVIRONMENTAL COMFORT
4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:

1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J - 2011 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D - 2014 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S - 2014 (Residential Equipment Selection), or other equivalent design software or methods.

Exception: Use of alternate design temperatures necessary to ensure the system functions are acceptable.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS
702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:
1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

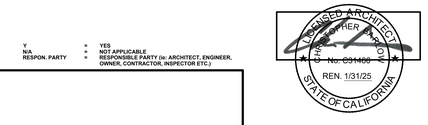
Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS
703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

DISCLAIMER: *THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.*

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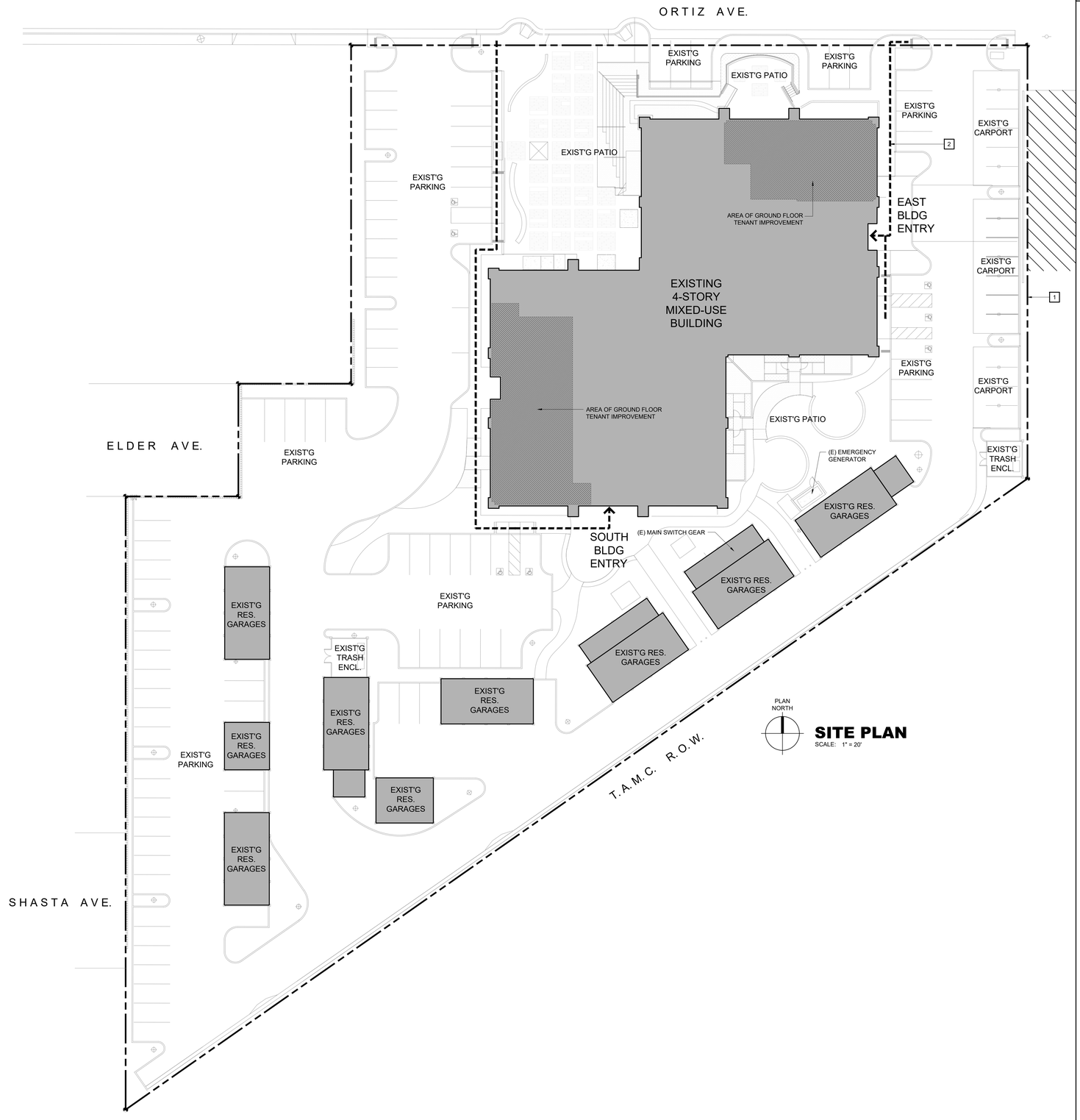
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SITE PLAN
SCALE: 1" = 20'

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. ACCESSIBLE PATH OF TRAVEL - SEE NOTES BELOW
2. PROPERTY LINE

PATH of TRAVEL NOTES

DESIGNATES AN ACCESSIBLE PATH OF TRAVEL WHICH SHALL BE 48" MIN. (U.O.N.) CLEAR IN WIDTH AND SHALL NOT EXCEED 1:20 IN THE PATH OF TRAVEL AND SHALL NOT CONTAIN VOIDS IN THE SURFACE GREATER THAN ½" HORIZONTALLY. CROSS SLOPES SHALL NOT EXCEED 1:48

ANY CHANGES IN ELEVATION GREATER THAN ¼" VERTICALLY SHALL BE ACCOMPLISHED BY MEANS OF A RAMP NOT TO EXCEED 1:20.

DOOR LANDINGS SHALL BE FIRM, STABLE AND NOT EXCEED 1:48 IN ANY DIRECTION UP TO THE DOOR'S THRESHOLD FOR A MIN. DISTANCE OF 5'-0" PERPENDICULAR FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.N.

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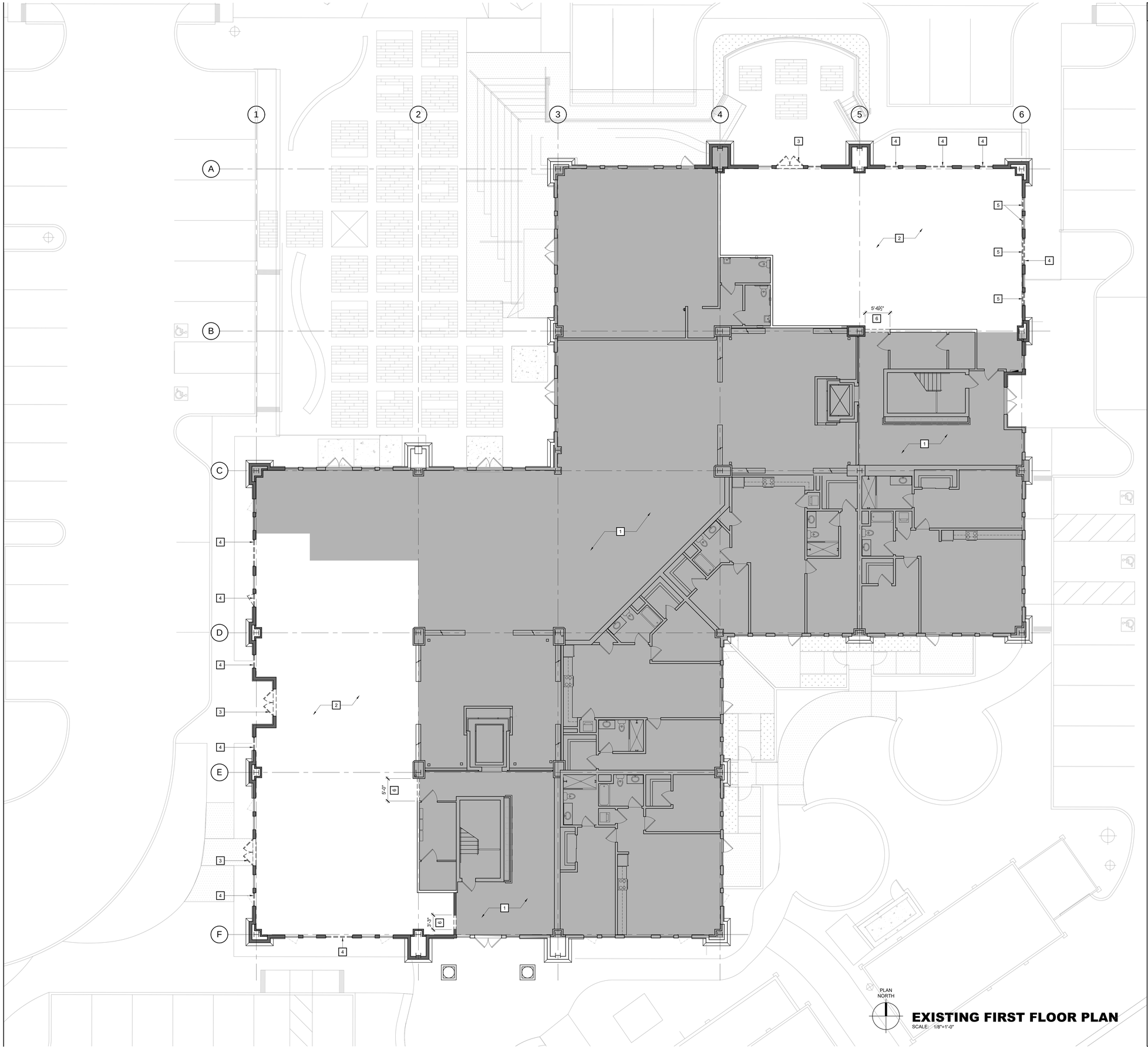
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EXISTING FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

KEY NOTES

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1. SHADED AREA NOT IN CONTRACT
2. EXISTING COLD STEEL SPACE
3. ALUMINUM STOREFRONT ENTRY DOORS TO BE REMOVED
4. ALUMINUM WINDOWS TO BE REMOVED
5. REMOVE STUDS & DRYWALL FROM INSIDE OF EXISTING WINDOWS.
6. REMOVE PORTION OF WALL COMPLETE

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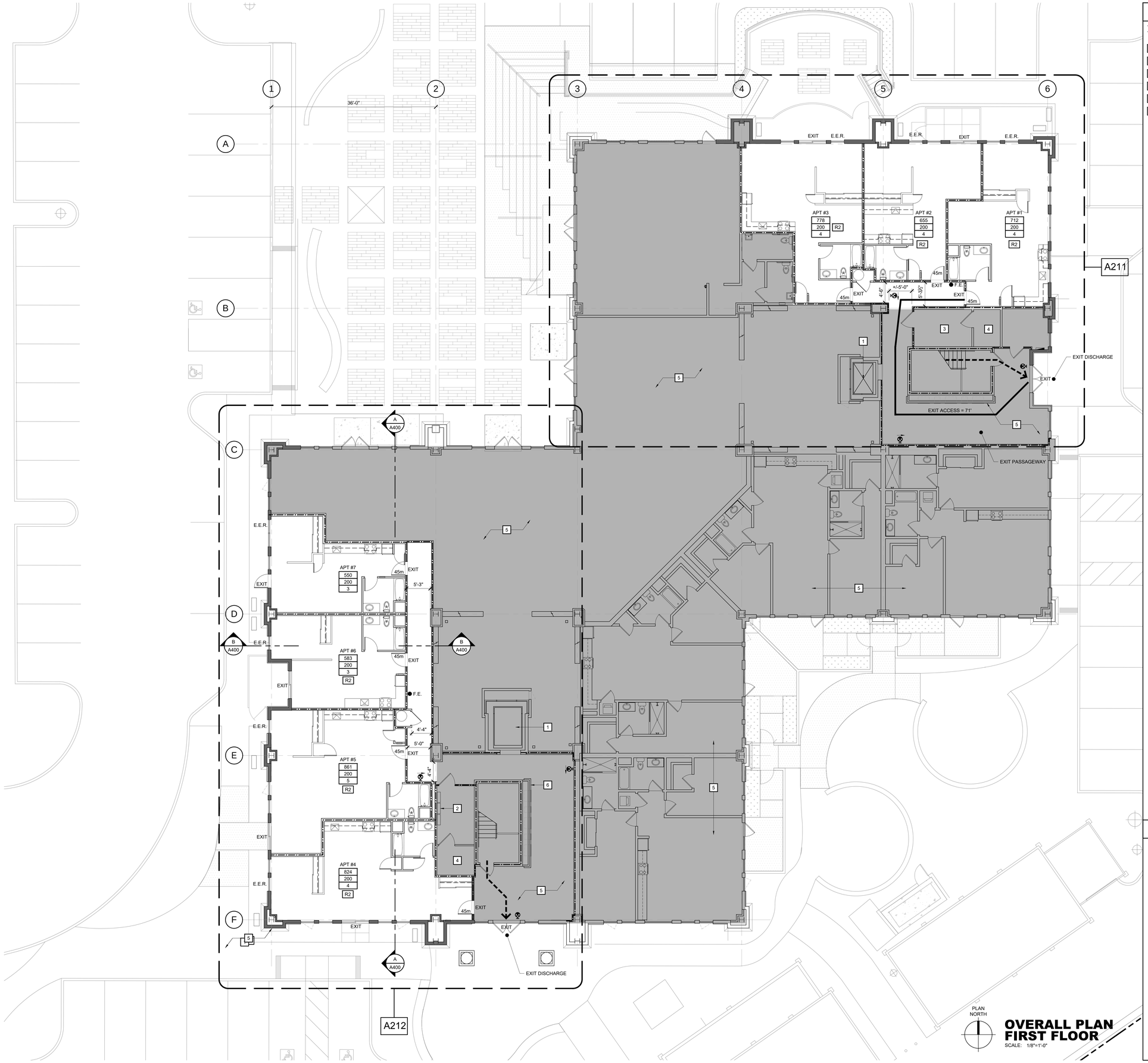
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FLOOR PLAN

SHEET NO.:
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KEY NOTES

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1. EXISTING ELEVATION
2. EXISTING ELECTRICAL SERVICE PANELS
3. EXISTING TEL/DATA CLOSET
4. EXISTING ELEVATOR CONTROL ROOM
5. SHADED AREA IS NOT IN SCOPE OF WORK - NO CHANGES PROPOSED
6. EXISTING MAILBOXES

SYMBOL LEGEND

- PATH OF EGRESS
- EXIT ACCESS TRAVEL DISTANCE
- 1 HOUR WALL ASSEMBLY- REFER TO WALL ASSEMBLY DETAILS
- EXISTING EXTERIOR WALLS
- NON-RATED INTERIOR WALL
- 2-HOUR RATED STEEL STRUCT'L FRAME w/ SPRAY-APPLIED FIRE RESISTIVE COATING (EXISTING)
- 2-HOUR RATED HOLLOW STEEL SECTION w/ SPRAY-APPLIED FIRE RESISTIVE COATING (EXISTING)
- F.E. FIRE EXTINGUISHER
- ILLUMINATED EXIT LIGHT
- 45 M. 3/4-HOUR RATED OPENING PROTECTIVE
- 60 M. 1-HOUR RATED OPENING PROTECTIVE
- 800 AREA
- 200 OCCUPANT LOAD FACTOR
- 4 OCCUPANT LOAD
- R2 OCCUPANCY GROUP
- EXIT 17 OCCUPANT LOAD PER EXIT

PLAN NORTH

OVERALL PLAN FIRST FLOOR

SCALE: 1/8"=1'-0"

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SHEET NAME:
OVERALL FLOOR PLAN FIRST FLOOR

SHEET NO.:
A201

FILE NAME.: 23022-A201

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PLAN NORTH

NORTH EAST FLOOR PLAN

SCALE: 1/4"=1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. EXISTING ALUM. FIXED WINDOWS (TYP.)
2. DOOR CLEARANCES - SEE 13/A901 (TYP.)
3. NEW CLOSET SHELF & POLE - SEE 12/A901
4. NEW APARTMENT IDENTIFICATION SIGN
5. NEW 6'-0" TALL WROUGHT IRON BAILING & GATE W/ PRIVACY SCREEN
6. NEW 4" THICK CONC. PATIO & LANDING
7. EXISTING PLANTER AREA
8. EXISTING CONCRETE WALK
9. NEW HOT WATER STORAGE TANK- SEE PLUMBING DRAWINGS
10. NEW HOT WATER HEAT PUMP- SEE PLUMBING DRAWINGS
11. NEW HVAC HEAT PUMP- SEE MECHANICAL DRAWINGS
12. ELECTRICAL SUBPANEL- SEE ELECTRICAL DRAWINGS

WALL LEGEND

- EXISTING EXTERIOR WALL- STEEL STUDS
- EXISTING 1-HOUR RATED STEEL STUD WALL
- 1-HOUR RATED STEEL STUD WALL
- NON-RATED STEEL STUD WALL
- NON-RATED, PARTIAL HGT. STEEL STUD WALL (+7'-0" AFF)

PARTITION SCHEDULE

SYMBOL TYPE	DESCRIPTION:	DETAIL
A	1 HR WALL, STC 55-59	1 / A800
A1	1 HR WALL, STC 55-59, CERAMIC TILE ONE SIDE	2 / A800
A2	1 HOUR WALL, STC 55-59, CERAMIC TILE EACH SIDE	3 / A800
B	NON-RATED PARTITION WALL	4 / A800
B1	NON-RATED PARTITION WALL, CERAMIC TILE ONE SIDE	5 / A800
C	NON-RATED PARTIAL HEIGHT PARTITION WALL (+8'-0" AFF)	6 / A602
D	1-HR WALL - ONE SIDE	7 / A602

60
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MONTEREY, CALIFORNIA 93940
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REGISTERED ARCHITECT
JEFFREY S. DOSTER
No. C31468
REN. 1/31/25
STATE OF CALIFORNIA

THE INDEPENDENT
1st FLOOR STUDIO APARTMENTS

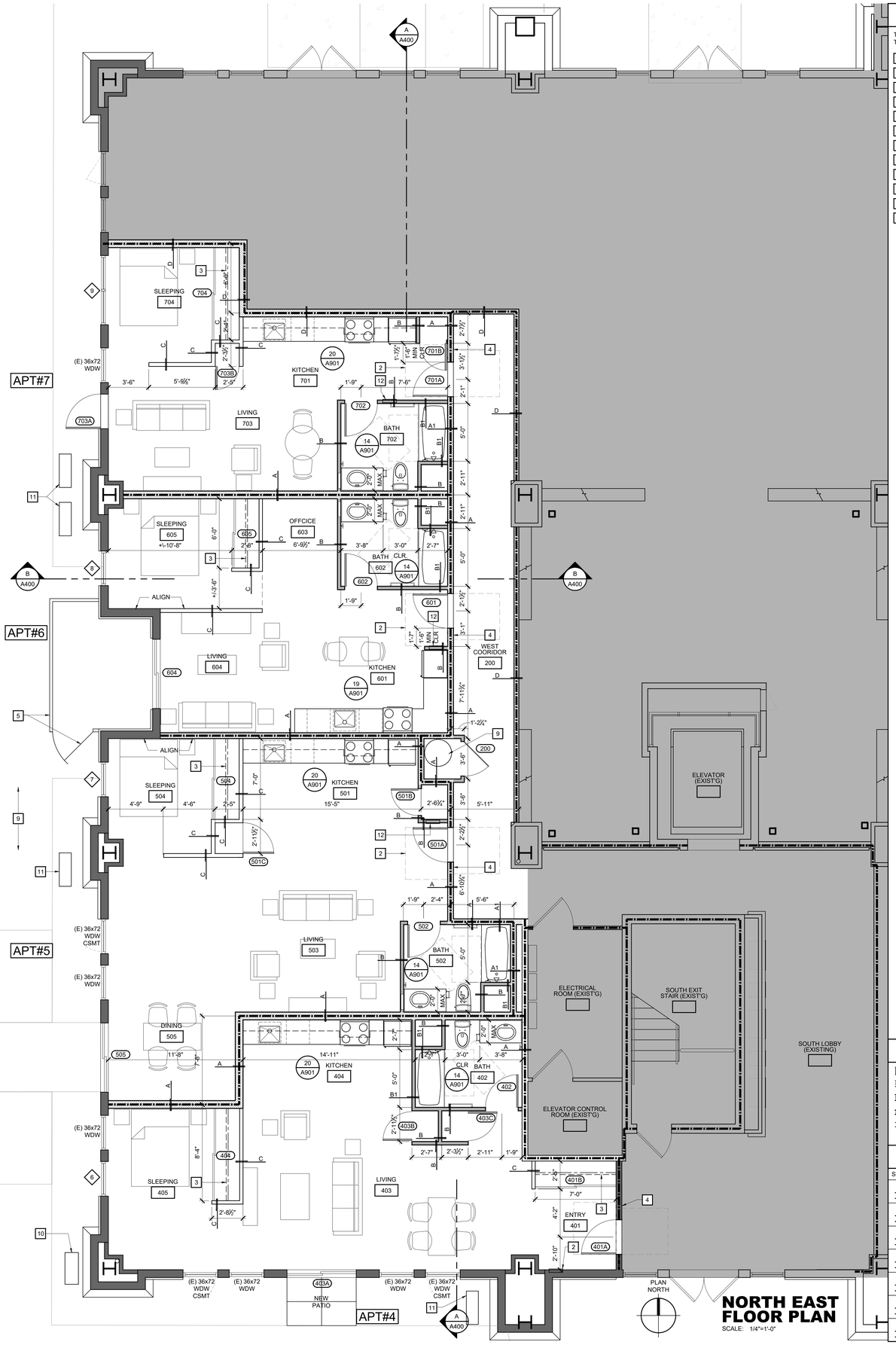
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JOB NO. 23022
PRINT DATE:
PLOT DATE: 6.17.2024
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SHEET NAME: 1st FLOOR NORTH EAST FLOOR PLAN
SHEET NO.: A211
FILE NAME.: 23022-A211

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NORTH EAST FLOOR PLAN

SCALE: 1/4"=1'-0"

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2. DOOR CLEARANCES - SEE 13/A901 (TYP.)
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7. EXISTING PLANTER AREA
8. EXISTING CONCRETE WALK
9. NEW HOT WATER STORAGE TANK- SEE PLUMBING DRAWINGS
10. NEW HOT WATER HEAT PUMP- SEE PLUMBING DRAWINGS
11. HEW HVAC HEAT PUMP- SEE MECHANICAL DRAWINGS
12. NEW ELECTRICAL SUBPANEL - SEE ELECTRICAL DRAWINGS

WALL LEGEND

- EXISTING EXTERIOR WALL- STEEL STUDS
- EXISTING 1-HOUR RATED STEEL STUD WALL
- 1-HOUR RATED STEEL STUD WALL
- NON-RATED STEEL STUD WALL
- NON-RATED, PARTIAL HGT. STEEL STUD WALL (+7'-0" AFF)

PARTITION SCHEDULE

SYMBOL TYPE	DESCRIPTION:	DETAIL
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A1	1 HR WALL, STC 55-59, CERAMIC TILE ONE SIDE	2 / A800
A2	1 HOUR WALL, STC 55-59, CERAMIC TILE EACH SIDE	3 / A800
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B1	NON-RATED PARTITION WALL, CERAMIC TILE ONE SIDE	5 / A800
C	NON-RATED PARTIAL HEIGHT PARTITION WALL (+8'-0" AFF)	6 / A602
D	1-HR WALL - ONE SIDE	7 / A602

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THE INDEPENDENT
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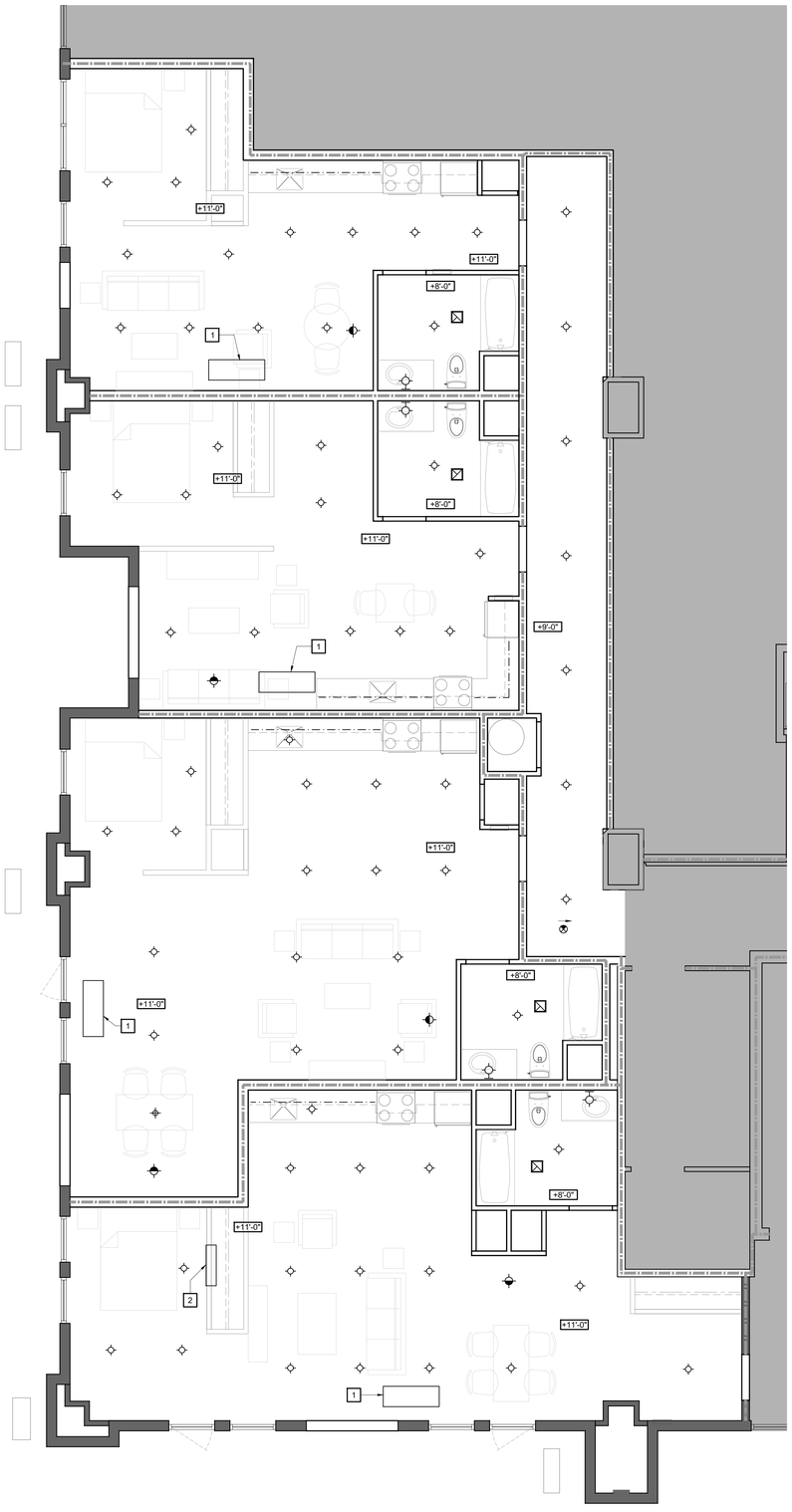
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SHEET NAME:
1st FLOOR
SOUTH WEST
FLOOR PLAN

SHEET NO.:
A212

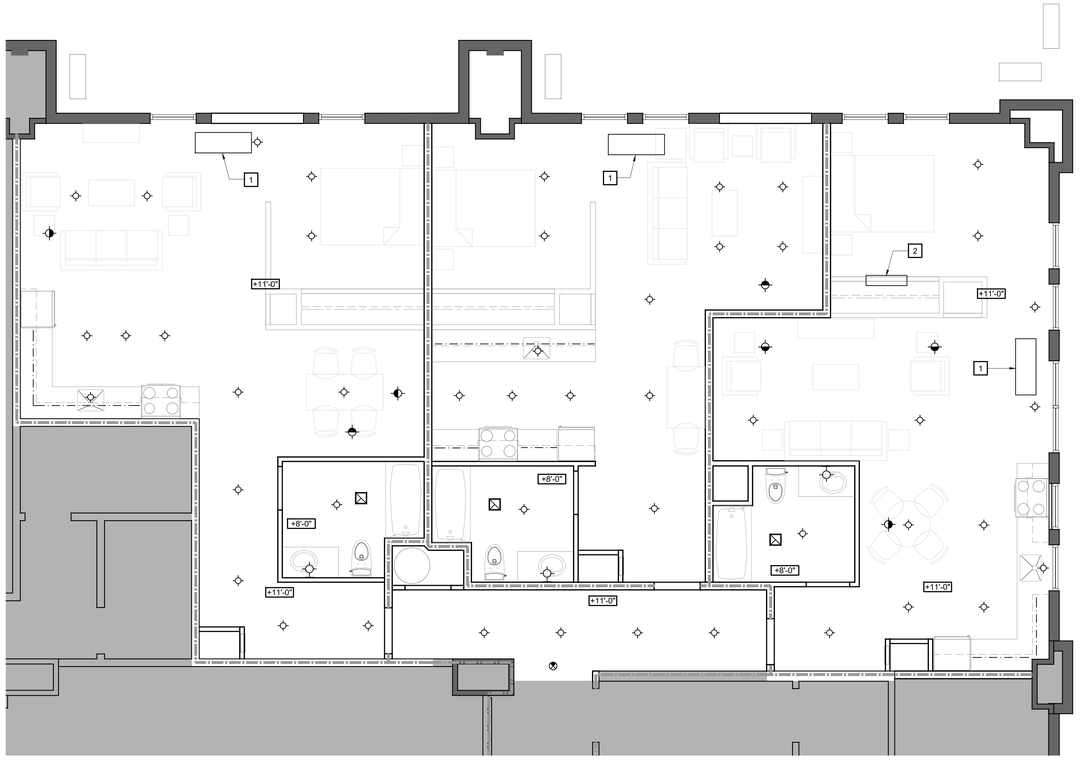
FILE NAME.: 23022-A212

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SOUTH WEST REFLECTED CEILING PLAN

SCALE: 1/4"=1'-0"



NORTH EAST REFLECTED CEILING PLAN

SCALE: 1/4"=1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. NEW AIR HANDLER UNIT RECESSED INTO THE CEILING
2. NEW AIR HANDLER UNIT ABOVE DOOR HEADER

60
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REGISTERED ARCHITECT
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REN. 1/31/25
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1st FLOOR STUDIO APARTMENTS

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SHEET NAME:
REFLECTED CEILING PLANS

SHEET NO.:
A221

FILE NAME.: 23022-A221

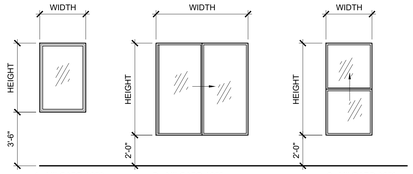
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SPECIALTY NOTES

WINDOW SCHEDULE

NUMBER	TYPE	GLAZING: SINGLE	GLAZING: DOUBLE	SIZE: WIDTH	SIZE: HEIGHT	DETAIL REFERENCE: HEAD	JAMB	SILL	MUL.	NOMINAL HEAD HEIGHT	GLASS TYPE	NOTES
1	A		●	3'-0"	4-6"	13	14	15		8'-0"	SUNCOAT ARGON	
2	B		●	6'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	
3	C		●	3'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
4	C		●	3'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
5	C		●	3'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
6	C		●	3'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
7	C		●	3-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
8	C		●	3'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE
9	B		●	6'-0"	6'-0"	13	14	15		8'-0"	SUNCOAT ARGON	EMERG. ESC. & RESCUE

WINDOW TYPES



A. MILGARD A250 ALUMINUM THERMALLY IMPROVED PICTURE

B. MILGARD A250 ALUMINUM THERMALLY IMPROVED SLIDER

C. MILGARD A250 ALUMINUM THERMALLY IMPROVED SINGLE HUNG

WINDOW NOTES

1. NEW WINDOW TYPES SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE.
2. ALL HARDWARE, FRAME FINISH AND COMPANION HARDWARE SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE
3. CONTRACTOR IS RESPONSIBLE FOR REVIEWING FLOOR PLAN AND INTERIOR / EXTERIOR ELEVATIONS FOR VERIFICATION OF QUANTITY AND LOCATIONS OF WINDOW TYPES.
4. DIRECTION OF WINDOW OPERATION SHOWN ON INTERIOR / EXTERIOR ELEVATIONS BY ARROW FOR SLIDING WINDOW AND DASHED LINE FOR SWINGING WINDOW.
5. WINDOW SIZES ARE APPROXIMATE AND MAY BE ALTERED SLIGHTLY TO MEET MANUFACTURED STANDARD SIZES.
6. ALL GLAZING SBJECT TO HUMAN IMAPCT SHALL BE APPROVED SAFETY GLASS AND COMPLY W/SECTION 2406 OF THE CURRENT EDITION OF THE U.B.C. ALL GLAZING SHALL BE SAFETY GLAZED WHEN LOCATED WITHIN 60" OF THE WALKING SURFACE OR WITHIN 24" HORIZONTAL DISTANCE FROM ANY DOOR. A CERTIFICATE MUST ACCOMPANY ALL GLAZING PRODUCTS STATING THAT THE PRODUCTS CONFIRM WITH APPLICABLE CONSUMER PRODUCT SAFETY STANDARDS.
7. ALL ROUGH OPENING DIMENSION SHALL BE FIELD VERIFIED. WINDOW FRAME AND GLAZING SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE.
8. ALL HARDWARE, FRAME FINISH, AND COMPANION HARDWARE SHALL MATCH THE EXISTING CONDITION..
9. ALL HOLLOW METAL WINDOW FRAMES SHALL HAVE WELDED CORNERS, GROUND SMOOTH, WITH REINFORCED CORNERS AND HINGE LOCATIONS.

HARDWARE SCHEDULE

HARDWARE GROUP 1:	3	EA	HINGE	FBB191	613	STA
	1	EA	VESTIBULE LOCK	YAL	613	YAL
	1	EA	SURFACE CLOSER	4041 EDA	695	LCN
	1	EA	KICK PLATE	8400 10" x 2" LDW	613	IVE
	1	EA	FLOOR STOP & HOLDER	FS43	613	IVE
	1	SET	PERIMETER SEAL	S88D HEAD & JAMBS	BRN	PEM
	1	EA	DOOR BOTTOM	217 DV	BRZ	PEM
	1	EA	THRESHOLD	PER DETAIL	BRZ	PEM
HARDWARE GROUP 2:	3	EA	HINGE	FBB179	640	STA
	1	EA	ENTRANCE LOCK	YAL	613	YAL
	1	EA	DOOR STOP	FS13 / R14 OR WS407CCV	613	IVE

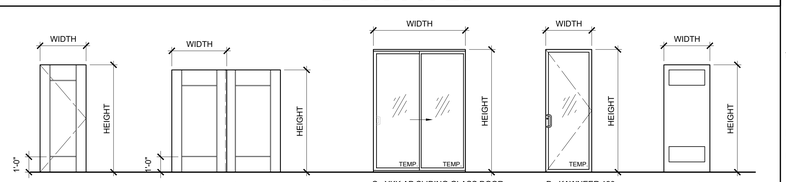
MANUFACTURER'S SYMBOLS

HAG = HAGER	POCKET DOOR HARDWARE	YAL = YALE	LOCKS, LATCHES & CYLINDERS
IVE = IVES	BOLTS, DUST PROOF STRIKES, KICK PLATES, DOOR STOPS & SILENCERS FBB191	STA = STANLEY	HINGES
LCN = LCN		TRI = TRIMCO	SIGNS & ADA POCKET DOOR PULLS

DOOR SCHEDULE

NUMBER	TYPE	FINISH: PAINT	FINISH: STAIN	FINISH: FACTORY	SIZE: WIDTH	SIZE: HEIGHT	SIZE: THK.	DETAIL REFERENCE: HEAD	JAMB	THRESH.	TRANS.	FRAME & DOOR RATING	HARDWARE GROUP	GLASS TYPE	NOTES
100	E	●			3'-0"	7'-0"	1-3/4"	9	9	10					
101	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
102	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
103	A1	●			2'-6"	6'8"	1-3/8"	8	8	-			3		
104	A1	●			2'-6"	6'8"	1-3/8"	8	8	-			3		
105	B	●			PR 3'-6"	6'8"	1-3/8"	6	7	-			4		BI-PASS CL.
200	E	●			3'-0"	7'-0"	1-3/4"	9	9	10					LOUVERED DOOR
201A	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
201B	A1	●			2'-6"	6'8"	1-3/8"	8	8	-			3		
202	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
203	A1	●			2'-0"	6'-8"	1-3/8"	8	8	-			3		
204	C			●	PR 3'-0"	8'-0"		3	4	5			5	T	SLIDER
205	B	●			PR 4'-0"	6'-8"	1-3/8"	6	7	-			4		BI-PASS CL.
301A	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
301B	A1	●			2'-6"	6'8"	1-3/8"	8	8	-			3		
302	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
304	A1	●			2'-0"	6'-8"	1-3/8"	8	8	-			3		
305	C			●	PR 3'-0"	8'-0"		3	4	5			5	T	SLIDER
306	B	●			PR 4'-0"	6'-8"	1-3/8"	6	7	-			4		BI-PASS CLOSET
401A	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
401B	B	●			PR 3'-6"	6'8"	1-3/8"	6	7	-			4		BI-PASS CL.
402	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
403A	C			●	PR 3'-0"	8'-0"		3	4	5			5	T	SLIDER
403B	A1	●			2'-6"	6'-8"	1-3/8"	8	8	-			3		
403C	A1	●			2'-6"	6'-8"	1-3/8"	8	8	-			3		
404	B	●			PR 4'-0"	6'-8"	1-3/8"	6	7	-			4		BI-PASS CL.
501A	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
501B	A1	●			2'-4"	6'-8"	1-3/8"	8	8	-			3		
501C	A1	●			2'-6"	6'8"	1-3/8"	8	8	-			3		
502	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
504	B	●			PR 3'-6"	6'-8"	1-3/8"	6	7	-			4		BI-PASS CL.
505	D			●	PR 3'-0"	8'-0"		3	4	5			5		
601	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
602	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
604	C			●	PR 3'-0"	8'-0"		3	4	5			5	T	SLIDER
605	B	●			PR 3'-0"	6'-8"	1-3/8"	6	7	-			4		BI-PASS
701A	A	●			3'-0"	7'-0"	1-3/4"	9	9	10		45M	1		
701B	A1	●			2'-4"	6'-8"	1-3/8"	8	8	-			3		
702	A1	●			2'-10"	6'-8"	1-3/8"	8	8	-			2		
703A	D			●	3'-0"	8'-0"	2"	1	1	2			6	T	
703B	A1	●			2'-0"	6'-8"	1-3/8"	8	8	-			3		
704	B	●			PR 4'-0"	6'-8"	1-3/8"	9	9	10			4		

DOOR TYPES



A. TRUSTILE MODERN SERIES TM3081 MDF S.C. w/ 1/2" KERF REVEAL

B. TRUSTILE MODERN SERIES TM3081 MDF S.C. w/ 1/2" KERF REVEAL BI-PASS CLOSET

C. YKK AP SLIDING GLASS DOOR-MODEL #YSD 600T THERMALLY BROKEN ALUMINUM w/ ACCESSIBLE (LOW) SILL

D. KAWNEER 190 ALUMINUM STOREFRONT ENTRY

E. HOLLOW METAL STEEL DOOR

DOOR NOTES

ALL SWINGING DOORS TO ACCESSIBLE SPACES SHALL COMPLY w/ THE FOLLOWING (U.N.O.):

1. MINIMUM 3'-0"x6'-8" MINIMUM U.N.O.. DOOR HEIGHTS SHALL MATCH EXISTING CONDITION WHERE APPLICABLE.
2. BOTTOM 12" SHALL BE A SMOOTH, SOLID SURFACE AT THE BOTTOM.
3. BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KNOWLEDGE OR EFFORT.
4. LATCHING HARDWARE MOUNTED 34" TO 44" ABOVE FINISH FLOOR SURFACE.
5. THRESHOLD CHANGE IN HEIGHT BETWEEN FLOOR SURFACES ON EITHER SIDE OF DOOR SHALL NOT EXCEED ½".
6. LEVER TYPE LATCHSET AND LOCKSET HANDLES SHALL COMPLY WITH TITLE-24 ACCESSIBILITY REQUIREMENTS.
7. PRESSURE TO OPERATE EXTERIOR AND INTERIOR DOORS SHALL NOT EXCEED 5.0 lbs., AND FIRE RATED DOORS SHALL NOT EXCEED 15lbs., PER CBC SECTION 11B-404.2.9 ALL DOORS SHALL BE ADJUSTED TO MEET THIS REQUIREMENT.
8. PROVIDE ACCESSIBLE HARDWARE THAT DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.
9. ALL EXTERIOR DOORS TO BE WEATHER STRIPPED WITH PEMKO S88D WEATHER STRIPPING, U.N.O.
10. ALL EXTERIOR DOORS TO HAVE TOP CLOSER STRIP, U.N.O.
11. AUTOMATIC FLUSH BOLTS ARE ALLOWED ONLY ON PAIRS OF DOORS WHERE THE DOOR WITH THE BOLT HAS NO KNOBS OR SURFACE-MOUNTED HARDWARE C.B.C., SECTION 1010)
12. ALL HOLLOW METAL DOOR FRAMES SHALL HAVE WELDED CORNERS, GROUND SMOOTH,WITH REINFORCED CORNERS AND HINGE LOCATIONS.
13. THE FORMALDEHYDE EMISSION LEVEL OF ALL NEW DOORS SHALL NOT EXCEED 20 ppb.
15. FIRE RATED DOOR AND FRAME ASSEMBLIES SHALL BE INSTALLED WHERE NOTED OR AS REQUIRED BY CODE. DOORS AND FRAMES SHALL BEAR UNDERWRITERS LABORATORY (UL) LABEL FOR REQUIRED FIRE RESISTIVE RATING. MODIFICATION OF LABELED ASSEMBLIES.
16. DOORS SEPARATING CONDITIONED AND NONCONDITIONED SPACE SHALL BE WEATHER STRIPPED OR GASKETED TO EFFECTIVELY AND RELIABLY LIMIT AIR INFILTRATION. ADHESIVE FOAM-TYPE OR FELT WEATHER STRIPPING IS NOT ACCEPTABLE.
17. THRESHOLDS SHALL COMPLY WITH CBC SECTION 11B-404.2.5
19. FURNISH AND INSTALL ALL HARDWARE AS REQUIRED FOR A COMPLETE ASSEMBLY. THE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO, LOCKS, LATCHES, DOOR BUTTS WITH NON-REMOVABLE PINS ON OUT SWINGING EXTERIOR DOORS, AND DOOR STOPS. WHERE INDICATED ON PLANS, THE WORK INCLUDES METAL THRESHOLDS, METAL KICK PLATES, METAL PUSH PLATES, SINGLE OR DOUBLE ACTING SELF-CLOSING GRAVITY OPERATED GATE HINGES.
20. ALL DOORS NOT SCHEDULED ARE EXISTING - NO WORK UNLESS NOTED OTHERWISE. PROTECT FROM DAMAGE.

FIN. SCHED. NOTES

ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLR.	BASE	WALLS (PLAN DIRECTION): N.	E.	S.	W.	WAINSCOT	CSWK.: CTR. TOP	CAB. WORK	CLG.	NOTES
101	ENTRY	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
102	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
103	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
104	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
105	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
201	ENTRY	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
202	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
203	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
204	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
205	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
301	ENTRY	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
302	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
303	DINING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
304	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
305	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
306	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
401	ENTRY	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
402	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
403	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
404	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
405	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
501	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
502	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
503	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
504	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
505	DINING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
601	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
602	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
603	OFFICE	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
604	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
605	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
701	KITCHEN	LVT-1	B-1	P-1	P-1	P-1	P-1		SS-1	PL-1	C-1	
702	BATH	T-1	B-2	P-1	P-1	P-1	P-1		SS-2	PL-2	C-1	
703	LIVING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	
704	SLEEPING	LVT-1	B-1	P-1	P-1	P-1	P-1				C-1	

FINISH LEGEND

FLOORING

LVT-1 — TYPE: LUXURY VINYL TILE; MANUFACTURER: MANNINGTON; STYLE/FINISH: RESILIENT RIGID CORE; COLOR/PATTERN: -; SIZE: -; NOTE: FIELD; CONTACT: ADAM GREENAWAY 510-754-4530

T-1 — TYPE: FLOOR TILE; MANUFACTURER: ATLAS CONCORDE USA; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: 12"X24"; NOTE: AT BATHROOMS; CONTACT: CHRIS HUDSON 615-573-1379

BASE

B-1 — TYPE: MILLWORK RESILIENT BASE; MANUFACTURER: TARKETT; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: 6" H; NOTE: -; CONTACT: KATY TORRES 408-623-3435

B-2 — TYPE: COVED TILE BASE; MANUFACTURER: ATLAS CONCORDE USA; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: 6"X12"; NOTE: -; CONTACT: CHRIS HUDSON 615-573-1379

WALL

P-1 — TYPE: PAINT; MANUFACTURER: SHERWIN WILLIAMS; STYLE/FINISH: EGGSHELL; COLOR/PATTERN: -; SIZE: N/A; NOTE: FIELD; CONTACT: DAVID G DESANTIS 415-310-5896

P-2 — TYPE: PAINT; MANUFACTURER: SHERWIN WILLIAMS; STYLE/FINISH: SEMI-GLOSS; COLOR/PATTERN: -; SIZE: N/A; NOTE: AT DOOR FRAME; CONTACT: DAVID G DESANTIS 415-310-5896

P-3 — TYPE: PAINT; MANUFACTURER: SHERWIN WILLIAMS; STYLE/FINISH: EGGSHELL; COLOR/PATTERN: -; SIZE: N/A; NOTE: ACCENT; CONTACT: DAVID G DESANTIS 415-310-5896

T-2 — TYPE: SHOWER WALL TILE; MANUFACTURER: ARIZONA TILE; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: 3"X12"; NOTE: FIELD AT SHOWER; CONTACT: GIL GARCIA 341-356-0097

T-3 — TYPE: WALL TILE; MANUFACTURER: DALTILE; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: 12"X24" 48" H; NOTE: FIELD AT BATHROOMS; CONTACT: ALMA FUNSTON 408-687-7445

FLOORING - CONTINUED

EPY-1 — TYPE: EPOXY FLOORING; MANUFACTURER: WESTCOAT; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: -; NOTE: AT CORRIDORS; CONTACT: DARIN SCHROEDER 408-750-0291

CASEWORK

PL-1 — TYPE: PLASTIC LAMINATE; MANUFACTURER: WILSONART; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: -; NOTE: CABINET AT KITCHEN; CONTACT: JON LEE 510-322-1935

PL-2 — TYPE: PLASTIC LAMINATE; MANUFACTURER: WILSONART; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: -; NOTE: CABINET AT BATHROOMS; CONTACT: JON LEE 510-322-1935

SS-1 — TYPE: SOLID SURFACE; MANUFACTURER: WILSONART; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: -; NOTE: AT KITCHEN; CONTACT: JON LEE 510-322-1935

SS-2 — TYPE: SOLID SURFACE; MANUFACTURER: WILSONART; STYLE/FINISH: -; COLOR/PATTERN: -; SIZE: -; NOTE: AT BATHROOMS; CONTACT: JON LEE 510-322-1935

CEILING

C-1 — TYPE: PAINT; MANUFACTURER: SHERWIN WILLIAMS; STYLE/FINISH: FLAT / SEMI-GLOSS; COLOR/PATTERN: -; SIZE: N/A; NOTE: FIELD FLAT / SEMI-GLOSS AT BATHROOMS; CONTACT: DAVID G DESANTIS 415-310-5896

WINDOW TREATMENT

WT-1 — TYPE: SINGLE ROLLER SHADE; MANUFACTURER: SPRING WINDOW FASION CONTRACT; STYLE: -; COLOR/PATTERN: -; SIZE: -; NOTE: PER WINDOW SCHEDULE; CONTACT: KELLEY LLOYD 650-665-1550

GENERAL FINISH NOTES

1. ALL WALLS SHALL BE FINISHED WITH ⅝" TYPE GYPSUM WALLBOARD CONFORMING TO A.S.T.M C 36 AND SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF CBC SECTION 2508 AND TABLE 2506.2.
2. ALL WET WALLS FOR TUB, SHOWER OR WATER CLOSET COMPARTMENT APPLICATIONS SHALL BE FINISHED WITH WATER RESISTANT BACKING BOARD ("GREEN BOARD") COMPLYING WITH A.S.T.M. C 1288 OR C1325 AND SHALL BE INSTALLED IN ACCORDANCE WITH CBC SECTION 2509.2.
3. CONTRACTOR SHALL SEAL ALL NEW WALL BOARD CONDITIONS WITH PVA PRIMER PRIOR TO FINISH PAINT. APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURE'S RECOMMENDATIONS.
4. CONTRACTOR SHALL SUBMIT SAMPLES PRIOR TO PLACING FULL ORDERS WHERE MATERIALS ARE NOT RETURNABLE.
5. FLOAT OUT ALL FLOOR AREAS WHERE THE FLOOR IS NOT LEVEL OR TRUE WITH A LEVELING COMPOUND TO MATCH THE JOB CONDITION PRIOR TO THE INSTALLATION OF FINISH FLOOR MATERIALS. LEVELING COMPOUND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURES RECOMMENDATION.
6. ALL NEW WALL/CEILING TEXTURES AND FINISHES SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE UNLESS NOTED OTHERWISE (U.N.O.).
7. ALL PAINT FINISH SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE.
8. ALL PAINT FINISH OF METAL DOOR FRAMES, PERIMETER ENCLOSURES, ETC., SHALL BE SEMI-GLASS, UNLESS NOTED OTHER WISE. (U.N.O.)
9. CONTRACTOR SHALL PATCH AND PAINT AND/OR RE-FINISH ALL EXISTING WALL CONDITIONS AS REQUIRED TO MATCH THE EXISTING CONDITION. VERIFY WITH OWNER.
10. ALL FLOORING MATERIAL TRANSITIONS SHALL OCCURE AT THE CENTERLINE OF THE DOORS SEPERATING ROOMS UNLESS NOTED OTHERWISE. (U.N.O.).
11. FLOORING SUB-CONTRACTOR(S) SHALL FIELD VERIFY THE EXISTING FLOOR CONDITION PRIOR TO BID AND INSTALLATION.
12. TILE AND CARPET PATTERN /SEAM LAYOUTS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
13. CARPET SUB CONTRACTOR SHALL PROVIDE AND INSTALL SPECIFIED FLOORING TRANSITION AND/OR REDUCTION STRIPS AT DOORS WHERE CARPET AND TILE/RESILIENT FLOOR MEET.
14. WHERE FLOOR MOUNTED OUTLETS ARE REQUIRED AT CARPETED AREA, CUT THE CARPET IN AN "X" OVER THE HOLE AND TUCK CARPET UNDER. THIS WILL ALLOW CARPET PATCHING WHERE OUTLETS ARE LATER CAPPED. DON'T TRIM THE CARPET.
15. ALL TILE AND RESILIENT FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
16. DEMISING PARTITIONS SHALL BE CONSTRUCTED WITH A MINIMUM SOUND RATING OF STC 50. PARTITIONS SHALL EXTEND FROM FLOOR TO UNDERSIDE OF STRUCTURE (FLOOR OR ROOF) ABOVE. DEMISING PARTITIONS ARE REQUIRED BETWEEN SUBJECT SPACE AND ADJACENT TENANT, PUBLIC OR UTILITY AREAS. REQUIRED SEPARATION (HOURS) IN BUILDING OF MIXED OCCUPANCY SHALL BE IN ACCORDANCE WITH UBC/CBC SECTION 302 AND TABLE 508.4.
17. ALL WALL AND CEILING FINISH MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION OF THE TABLE 803.11 OF THE CURRENT EDITION OF THE C.B.C..
18. WHERE INDICATED IN PLANS, SOUND ATTENUATED WALLS SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM SOUND RATING OF STC 50. INSULATION BATTS SHALL BE PLACED ON EACH SIDE OF WALL ABOVE SUSPENDED CEILING ALONG THE ENTIRE LENGTH OF THE WALL. ALL WALL CAVITIES SHALL BE FILLED WITH R-11 VALVE SOUND ATTENUATION WITH A FLAME SPREAD RATING OF 25.
19. FIRE BLOCKING SHALL BE PROVIDED AS REQUIRED AND IN ACCORDANCE WITH SECTION 108 OF THE CURRENT EDITION OF THE U.B.C.

60
WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

THE USE OF THE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE PROJECT FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT, AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

REGISTERED ARCHITECT — JAMES C. DOST — No. 031468 — REN. 1/31/25 — STATE OF CALIFORNIA

THE INDEPENDENT
1st FLOOR STUDIO APARTMENTS
600 ORTIZ AVE.
SAND CITY, CA 93955

A.P.N. NO.: 011-233-023

JOB NO. 23022

PRINT DATE:
PLOT DATE: 6.17.2024
DRAWN BY: RC
CHECKED BY: -
SET ISSUED:

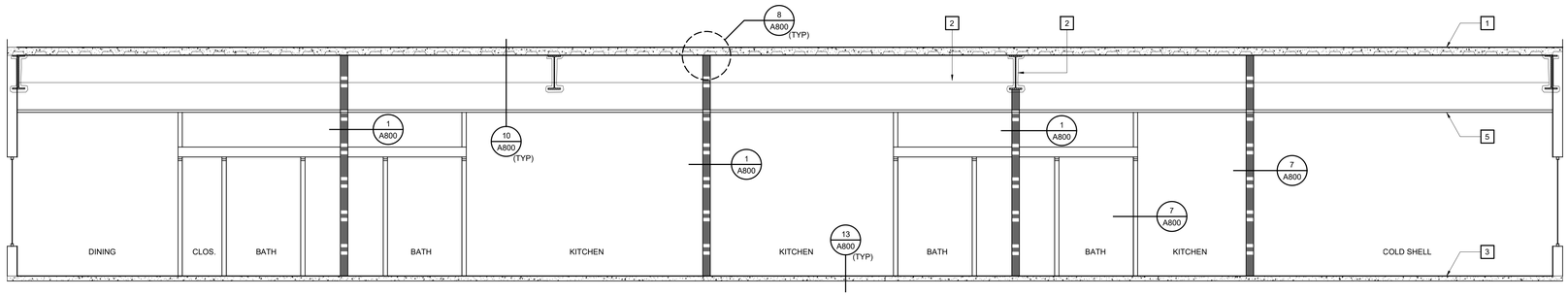
6.17.2024 BLDG PERMIT APP

SHEET NAME: DOOR, WINDOW & ROOM FINISH SCHEDULES

SHEET NO.: A300

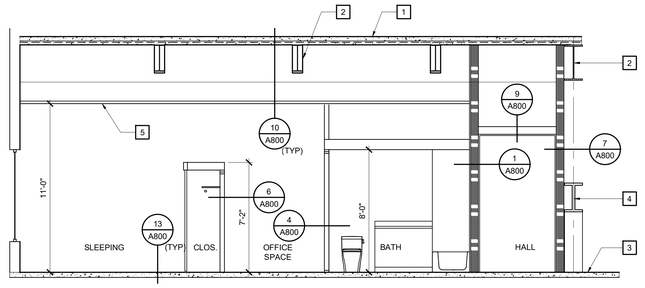
FILE NAME.: 23022-A300

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A GROUND LEVEL SECTION

SCALE: 1/4" = 1'-0"



B GROUND LEVEL SECTION

SCALE: 1/4" = 1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. EXISTING CONCRETE FILL OVER METAL DECKING w/ SPRAY APPLIED FIRE RESISTIVE PROTECTION ON UNDERSIDE OF METAL DECK - 2 HOUR RATING
2. EXISTING STEEL WIDE FLANGE BEAMS w/ SPRAY APPLIED FIRE RESISTIVE PROTECTION - 2 HOUR RATING
3. EXISTING CONCRETE SLAB ON GRADE
4. EXISTING STEEL LATERAL BRACE
5. NEW SUSPENDED DRYWALL CEILING - SEE 10/A800

60
WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
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LICENSED ARCHITECT
CHRISTOPHER R. CARRIER MONTEREY
No. C31466
REN. 1/31/25
STATE OF CALIFORNIA

THE INDEPENDENT
1st FLOOR STUDIO APARTMENTS

600 ORTIZ AVE.
SAND CITY, CA 93955

A.P.N. NO.: 011-233-023

JOB NO.
23022

PRINT DATE:
PLOT DATE: 6.17.2024
DRAWN BY: RC
CHECKED BY: -
SET ISSUED:

6.17.2024 BLDG PERMIT APP

SHEET NAME:

SECTIONS

SHEET NO.:

A400

FILE NAME.: 23022-A400

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MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

NON-RESIDENTIAL WATER RELEASE FORM AND WATER PERMIT APPLICATION

NOTE: When approved and signed by the Jurisdiction this form must be submitted with final and complete Construction Plans to:

5 Harris Court, Bldg. G ~ Monterey, CA 93940 ~ (831) 658-5601 ~ www.mpwmd.net

Completing the Water Release Form & Water Permit Application does not guarantee issuance of a Water Permit.

ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED. ***(Please print firmly)***

1. OWNERSHIP INFORMATION:

Name: DIVERSYFUND

Daytime telephone: _____

Mailing Address: 750 B SUITE 930 SAN DIEGO CA 92101

E-Mail Address: ISAAC@DIVERSYFUND.COM

2. AGENT/REPRESENTATIVE INFORMATION:

Name: CHRISTOPHER BARLOW, LWRD ARCHITECTS

Daytime telephone: (831) 649-4642

Mailing Address: 2340 GARDEN RD STE 100 MRY 93940

E-Mail Address: CHRISTOPHERB@LWRDARCH.COM

3. PROPERTY INFORMATION: FIRST FLOOR

Year building was constructed? 2007 Existing Square-footage 12,309 Proposed Square-footage 0

Address: 600 ORTIZ AVE SAND CITY **Assessor Parcel Number** 011 - 234 - 023

Water Company serving parcel: CAL-AM Is a water meter needed? (Circle one) YES (NO) (How Many _____)

NOTE: Separate water meters are required for each User. Cal-AM Account Number: _____

4. Type of Non-Residential Use: PROJECT AFFECTS VACANT COMMERCIAL SPACE (GROUP I)

5. Project Description (Be thorough and detailed): CONVERT 5,431 GROUP I AREA OF EXISTING VACANT COMMERCIAL SPACE ON THE FIRST FLOOR TO SEVEN STUDIO APARTMENTS

Any change in Use/Expansion of Use requires a Water Permit. Deed Restriction Required for all Water Permits. Mandatory Retrofit Upon Expansion of Use.

Existing Group I ***(All Uses before project)***

Users in this category are low water uses where water is primarily used for employee hygiene and minimal janitorial uses. Examples are shown below.

Type of Use	SqFt		Factor		Capacity
Auto Uses		x	0.00007	=	
Bank		x	0.00007	=	
Dry Cleaner (No Onsite Laundry)		x	0.00007	=	
Gym		x	0.00007	=	
Nail Salon		x	0.00007	=	
Office		x	0.00007	=	
Retail	10,717	x	0.00007	=	0.75019
Supermarket		x	0.00007	=	
Warehouse		x	0.00007	=	
Tasting Room (ABC Type 2)		x	0.00007	=	

Post Project Group I ***(All Uses after project)***

Type of Use	SqFt		Factor		Capacity
Auto Uses		x	0.00007	=	
Bank		x	0.00007	=	
Dry Cleaner (No Onsite Laundry)		x	0.00007	=	
Gym		x	0.00007	=	
Nail Salon		x	0.00007	=	
Office		x	0.00007	=	
Retail	5286	x	0.00007	=	0.37002
Supermarket		x	0.00007	=	
Warehouse		x	0.00007	=	
Tasting Room (ABC Type 2)		x	0.00007	=	

Existing Group II ***(All Uses before project)***

Users in this category prepare and/or sell food/beverages that are primarily provided to customers in/on disposable tableware. Food with high moisture content and liquid food may be served on reusable tableware. Glassware may be used to serve beverages. Users in this category are not full-service restaurants.

Type of Use	SqFt		Factor		Capacity
Bakery		x	0.0002	=	
Bar (ABC License-Indoor/Outdoor)	1592	x	0.0002	=	0.03184
Catering		x	0.0002	=	
Coffee House		x	0.0002	=	
Deli		x	0.0002	=	
Ice Cream Shop/Sandwich Shop		x	0.0002	=	
Pizza		x	0.0002	=	

Post Project Group II ***(All Uses after project)***

Type of Use	SqFt		Factor		Capacity
Bakery		x	0.0002	=	
Bar (ABC License-Indoor/Outdoor)	1592	x	0.0002	=	0.03184
Catering		x	0.0002	=	
Coffee House		x	0.0002	=	
Deli		x	0.0002	=	
Ice Cream Shop/Sandwich Shop		x	0.0002	=	
Pizza		x	0.0002	=	

Existing Group III ***(All Uses before project)***

Type of Use	Quantity/SF		Factor		Capacity
Assisted Living (more than 6 beds)		x	0.085 bed	=	
Dry Cleaner (with Onsite Laundry)		x	0.0002 sf	=	
Beauty Shop /Dog Grooming		x	0.0567 station	=	
Child/Dependent Adult Day Care		x	0.0072 person	=	
Dormitory		x	0.020 bed	=	
Laundromat		x	0.12 machine	=	
Motel/Hotel/Bed &Breakfast		x	0.064 room	=	
w/Large Tub (add to room)		x	0.03 tub	=	
w/Each Showerhead beyond one		x	0.02 per head	=	
Irrigated area (within 10 ft. of bldg.)		x	ETWU[1]	=	
Plant Nursery		x	0.00009 sf	=	
Public Toilet		x	0.058 toilet	=	
Public Urinal		x	0.036 urinal	=	
Zero Water Consumption Urinal			No value	=	
Recreational Vehicle (RV) Hookup		x	0.064 af	=	
Restaurant (Includes Bar/Brewpub Seat)		x	0.02 seat	=	
Ext. Seats above Allowance		x	0.01 seat	=	
Ext. Seats within Allowance		x	No value	=	
Restaurant (24-Hour and Fast Food)		x	0.038 seat	=	
School/Church		x	0.00007 sf	=	
Self-Storage		x	0.0008 unit	=	
Skilled Nursing/Alzheimer's Care		x	0.120 bed	=	
Spa		x	0.05 spa	=	
Swimming Pool (each 100 sq-ft of pool surface)		x	0.02 sf	=	
Theater		x	0.0012 seat	=	
EXISTING Capacity			**TOTAL**	=	0.78203

Post Project Group III ***(All Uses after project)***

Type of Use	Quantity/SF		Factor		Capacity
Assisted Living (more than 6 beds)		x	0.085 bed	=	
Dry Cleaner (with Onsite Laundry)		x	0.0002 sf	=	
Beauty Shop/Dog Grooming		x	0.0567 station	=	
Child/Dependent Adult Day Care		x	0.0072 child	=	
Dormitory		x	0.020 bed	=	
Laundromat		x	0.12 machine	=	
Motel/Hotel/Bed & Breakfast		x	0.064 room	=	
w/Large Tub (add to room)		x	0.03 tub	=	
w/Each Showerhead beyond one		x	0.02 per head	=	
Irrigated area (within 10 ft. of bldg.)		x	ETWU	=	
Plant Nursery		x	0.00009 sf	=	
Public Toilet		x	0.058 toilet	=	
Public Urinal		x	0.036 urinal	=	
Zero Water Consumption Urinal			no value	=	
Recreational Vehicle (RV) Hookup		x	0.064 af	=	
Restaurant (Includes Bar/Brewpub Seat)		x	0.02 seat	=	
Ext. Seats above Allowance		x	0.01 seat	=	
Ext. Seats within Allowance		x	No Value	=	
Restaurant (24-Hour and Fast Food)		x	0.038 seat	=	
School/Church		x	0.00007 sf	=	
Self-Storage		x	0.0008 unit	=	
Skilled Nursing/Alzheimer's Care		x	0.120 bed	=	
Spa		x	0.05 spa	=	
Swimming Pool (each 100 sq-ft of pool surface)		x	0.02 sf	=	
Theater		x	0.0012 seat	=	
PROPOSED Capacity			**TOTAL**	=	0.40186

Group IV – Modified Uses

Reduced water Capacity and have received a Water Use Credit or modified factor from the District

New/Refurbished Landscape – Refer to District Rule 142.1 "Water Efficient Landscape Requirements" _____ _____ = _____

PROPOSED WATER CAPACITY (DIFFERENCE BETWEEN EXISTING CAPACITY –POST PROJECT CAPACITY) 0.78203 - 0.40186 = 0.39017

NOTE: Water Factors are subject to change by Board action. *(Jurisdiction must authorize water for positive result)*

In completing this Water Release Form, the undersigned (as owner or as agent for the property owner) acknowledges that any discrepancy or mistake may cause rejection or delay in processing of the application. Additionally, the undersigned is responsible for accurately accounting for the type of Non-Residential use. Changes of Use or Expansions completed without a Water Permit may result in additional fees and penalties, the imposition of a lien on the property, and the deduction of water from the local Jurisdiction's Allocation.

I certify, under penalty of perjury, that the information provided on this Water Release Form & Permit Application is to my knowledge correct, and the information accurately reflects the changes presently planned for this property.

_____ 10/7/2024

Signature of Owner/Agent **Date**

AUTHORIZATION FOR WATER PERMIT – JURISDICTION USE ONLY

____ *AF Paralta Allocation* ____ *AF Public Credits* ____ *AF Pre-Paralta Credits* ____ *WDS (Private Well)* ____ *No water needed* ____ *Entitlement*

Notes: _____ **Authorized by:** _____ **Date:** _____

[1] See MPWMD Rule 142.1

This form expires on the same date as any discretionary or building permit issued for this Project by the Jurisdiction

AGENDA ITEM
9A.

Approve a Resolution Approving a Professional Service Agreement With Event Santa Cruz to Provide Event Coordination Services for the West End Celebration in an Amount not to Exceed $95,000 and Authorizing the City Manager to Execute Said Agreement

City of Sand City

STAFF REPORT

TO: Mayor and Councilmembers
FROM: Vibeke Norgaard, City Manager
SUBJECT: RFP for West End Festival Coordinator
DATE: December 3, 2024

At the October 1, 2024 City Council meeting, the Council directed the City Manager to prepare a Request for Proposals (RFP) for services for the coordination of the City's West End Celebration (WEC) in light of Mr. Vagnini's expressed intention to retire as the festival coordinator. For the past 13 years, Mr. Vagnini has coordinated the festival which the City Council created over 20 years ago. City Staff prepared an RFP which was considered and approved by the City Council at a special meeting on October 22, 2024. (Exh. A). The RFP was released on October 23, 2024 and forwarded to event producers for their consideration. The proposal submission deadline was November 14, 2024.

The City Manager, Chief of Police and HR/Risk Manager reviewed all the proposals received, and interviewed all candidates on November 20, 2024. The full timeline is as follows:

Action	**Date**
Council direct CM to agendize a consideration of RFP for services for West End coordinator	9/17/24
Council directs CM to prepare an RFP for services	10/1/24
Council reviews draft RFP and requested it be issued	10/22/24
RFP issued	10/23/24
Proposal submission deadline – 3 proposals reviewed by HR/Risk Manager; Chief Police & CM	11/14/24
Staff interviews 3 candidates (City Manager; Chief of Police; HR/Risk Manager)	11/20/24
West End Committee review of staff's recommendation	11/25/24
Contract to Council for its approval	12/3/24

Based on the review of the proposals and the interviews of three candidates, staff recommends that the City execute a contract with Matthew Swinnerton of Event Santa Cruz for the 2025 WEC. The staff members who reviewed the proposals and interviewed all candidates are unanimous in their support of this recommendation. Mr. Swinnerton's proposal is attached (Exh. B).

Mr. Swinnerton has relevant event management experience and has produced successful street music and art events in collaboration with the City of Santa Cruz. He has coordinated Santa Cruz's NEXTies Awards as well as Santa Cruz's popular "Mid town Fridays" – a weekly summer event series showcasing local bands, vendors and artists. His partner Nadja De Maeseneer provides marketing and project planning, while Mr. Swinnerton oversees production, talent acquisition and sponsor relations. In addition to his experience producing music and art events, and his experience collaborating with municipalities, staff was particularly impressed with Mr. Swinnerton's creative ideas and his focus on showcasing Sand City through the festival. He comes recommended from both the City Manager and the Director of Parks and Recreation for the City of Santa Cruz.

On November 25, 2024, the ad hoc west end committee reviewed staff's recommendation and approved bringing the proposal to the full Council for its review and consideration of a contract with Event Santa Cruz.

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

RECOMMENDATION:
Approve the attached contract with Matthew Swinnerton/Event Santa Cruz in an amount not to exceed $95,000 for the 2025 West End celebration. Approve August 23-24, 2025 as the dates for next year's west end celebration.

ATTACHMENTS:
1. Resolution
2. RFP
3. Draft Professional Services Agreement
    a. Exhibit A – Event Santa Cruz Proposal
    b. Exhibit B – Compensation Schedule

CITY OF SAND CITY
RESOLUTION SC 24-__, 2024

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

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

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

WHEREAS, the RFP was released on October 23, 2024 and forwarded to event producers for their consideration; and

WHEREAS, the City Manager, Chief of Police, and the HR/Risk Manager reviewed all the proposals received, interviewed all candidates on November 20, 2024, and submitted their recommendation to the ad hoc West End committee on November 25, 2024; and

WHEREAS, based on the review of the proposals and the interviews of three candidates, staff recommends that the City execute a contract with Matthew Swinnerton of Event Santa Cruz for the 2025 WEC; and

WHEREAS, the ad hoc West End committee reviewed staff's recommendation and approved bringing the proposal to the full City Council for its review and consideration of a contract with Event Santa Cruz.

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

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

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of December 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

REQUEST FOR PROPOSALS

FOR EVENT PRODUCTION AND MANAGEMENT OF THE SAND CITY WEST END CELEBRATION

Proposals due by 12 PM Noon on November 14, 2024

Contact: Shannon Norton, Administrative Services
City of Sand City
1 Pendergrass Way, Sand City, CA 93955
snorton@sandcityca.org
(831) 394-3054

SUMMARY:

The City of Sand City, California, is seeking proposals from qualified individuals and/or organizations with experience in producing special events and concerts to oversee the planning, coordination, and execution of the City's beloved annual West End Celebration ("WEC" or "event").

The WEC is an art and music festival traditionally held over two days on the third weekend of August on the streets of Sand City. The selected individual or firm will be responsible for all aspects of the event to ensure a successful and memorable festival. The successful proposal will result in a one-year contract to produce the 2025 Sand City West End Celebration in August of 2025, renewable annually at the discretion of the City Council.

Specific services to be included in this project, as detailed below, include the promotion and marketing, production from start to finish, talent acquisition, staffing, and food and beverage management of the event. The successful proposal will present a strong and detailed plan representing the variety of services necessary to produce the event both short-term and ideally include a longer-term vision for the event. The coordinator will work closely with the City's West End committee and other City Staff to ensure the final event aligns with the City's vision. The resulting plan should support all goals and needs of the City, and include the following areas:

- The acquisition of a diverse array of excellent music and artistic talent
- The management of all contracts and coordination of all vendor agreements
- The incorporation of local musicians, artists and artisans
- The marketing and advertisement of the event
- Staffing and logistics management
- Safety and security of the event
- A plan for parking and transport to and from the event
- A plan for waste management
- Food and beverage services management
- The coordination of the event including any plan for volunteer assistance
- Plans to seek sponsorships from the community.
- A proposed budget

SAND CITY:

Sand City is a coastal city in Monterey County, California located on the Monterey Peninsula, approximately 120 miles south of San Francisco. It is a former industrial area in transition and is recognized as a community of artists and artisans. The City hosts several arts and community events throughout the year including an annual mural festival, a monthly music and food festival in the art park, and the much loved West End Celebration. The City has received an abundance of local, regional and even national press coverage of its artistic events.

THE WEST END CELEBRATION:

For the last 22 years, Sand City has proudly hosted the music and art event named the West End Celebration after the area of the City known as the 'West End.' For two days in August, usually the third weekend in August, the community opens its doors with music, dance, street performances, local restaurateurs and food producers against the backdrop of the beautiful murals that adorn the City's buildings. The family-friendly event is free to the public.

The West End Celebration showcases over a hundred local artists, artisans, and makers and features open studio tours, pop-up art exhibits, continuous live entertainment, food, craft beer, wine tasting, and many other activities. Six blocks within Sand City are closed off to traffic and the streets are transformed into pedestrian galleries and sidewalk theaters for the visual and performing artists. Live music is performed on multiple stages showcasing local and regional acts. In 2024, the City budgeted $95,000 for the event, not including revenue offset from donations, sponsorships and other sources such as vendor fees. Between 10,000-15,000 people from Monterey County and beyond attend the event, which was recently named the Best Local Festival on the Monterey Peninsula by readers of the local newspaper.



COORDINATOR QUALIFICATIONS

The proposal should convey an understanding of the unique qualities of Sand City and past West End Celebrations. It should describe who you are and your vision for the festival. The goal is to showcase local artistic talent as well as to engage our residents, business community, and visitors and give them a reason to choose the WEC as the way to spend their weekend in August.

The City desires a contractor with extensive experience in concert and overall event management who will create an entertaining, intimate, and memorable community experience with a variety of highly talented musicians and artists, while retaining the local flavor of the event. The chosen contractor will have the proven track record of managing larger music

and/or arts events, and understand long-term planning, fiscal management, and marketing practices to ensure a successful event. Demonstrated experience working with a public agency or governmental entity and local knowledge is a plus. The contractor will provide all services from beginning to end and be responsible for staying within the budget approved by the City Council.

The City expects the operator to work independently; however, the City's West End committee and City staff will participate in the planning and coordination process. It is the intent of this RFP to identify a contractor that will independently organize and manage the overall festival. The City reserves the right to have input on the overall strategy and may assist in targeted outreach, as necessary, to build a successful event. Successful operations will have clear and consistent communication with the City through a City-designated employee for all event operations ("the City Coordinator"). The City Coordinator will act as the main point of contact for the event and work closely with the WEC Committee made up of City staff and two councilmembers.

ANTICIPATED SCOPE OF SERVICES:

The selected contractor will work independently to ensure operational accountability of the event. The contractor will be responsible for the administration, financial management, marketing, sponsorships, contracting for venue event operations, production, support services, and coordination with City services. The selected contractor will be expected to provide all services necessary to create a successful event from start to finish, including more generally:

- Deliver a high-quality art and music festival that attracts diverse audiences.
- Showcase musicians and artists in a unique urban environment.
- Enhance the artistic culture within Sand City.
- Ensure a safe and enjoyable experience for all attendees.

The selected contractor's services will include the following:

- Acquiring a diverse array of excellent music and artistic talent
- Develop a detailed event plan and timeline.
- Coordinate and work collaboratively with the Sand City West End Committee, City Staff, City Police Department and the local community as appropriate for festival planning and execution
- Locating, organizing and coordinating volunteers, as needed
- Managing all contracts and coordination of all vendor agreements
- Marketing and promoting the event
- Managing the event during its execution including overseeing all staffing and logistics management
- Providing for a safe and secure event, including coordinating closely with the City's Chief of Police
- Maximizing parking possibilities and coordinating transport to and from the event

- Providing for all waste management, coordinating closely with the City's public works Manager
- Food & beverage services management- managing and operating all aspects of food and beverage operations for event. The contractor will contract with all food and beverage vendors, including alcohol, and comply with all applicable state and federal laws as well as City policies
- Coordinating with all necessary public agencies including the City's Fire Department and the County health department
- Seek sponsorships from the community.
- Prepare a draft budget and schedule for festival, to be approved by the City Manager

Talent Booking and Management

The selected contractor will acquire a diverse array of excellent music and artistic talent, such as street performers. This includes:

- Identifying and securing artistic and musical acts.
- Negotiating all contracts and managing all aspects of performer relations, including hospitality and technical requirements.
- Managing the entire booking process, such as vetting artists, and providing regionally, nationally, locally recognizable talent for a wide variety of tastes and interest for the community and visitors of all ages.
- A successful candidate should thoughtfully incorporate an array of talent across programming for the event.
- The contractor shall be responsible for contracting with, and making payment to, performers for each event, and shall pay all hard costs associated with providing backline for such performers' performance, as well as any costs associated with performers' rider or rider requirements.
- The City reserves the right of final approval on all talent and event content.

Deliverables:
- Proposed event strategy to maximize the success of the event
- A genre and entertainment variety proposal
- Examples of potential performers that the contractor thinks are appropriate for the event and that are realistically attainable. (Contractor will not be expected to present specific artists listed in the provided example.)

Production of the festival

The contractor shall be responsible for the production of the event along with all financial obligations for same. The contractor's responsibility includes, but is not limited to, the following:
- Providing sound and lighting (if needed) equipment for each act suitable to accommodate the artists
- Hiring, directing, and paying all necessary staff and labor adequate for the operation of sound equipment before, during, and after each act

- Set-up and break-down periods associated with the event
- Design and layout the event space, including stages, vendor areas, and attendee flow.
- Coordinate with vendors to provide best layout of the festival
- Ensure all venue preparations meet safety and accessibility standards.

Deliverables:
- Sample event summary timeline
- Sample conceptual event map

Vendor and Sponsor Coordination

The contractor shall be responsible for identifying and securing event sponsors and selecting and processing applications for vendors. The City will assist with the contact information of prior event sponsors and contact information as available. Specifically, the contractor will:
- Identify and secure event sponsors.
- Manage vendor applications, selection, business licenses, fees and placement
- Coordinate vendor setup and teardown.

Deliverables:
- Submit a plan for event sponsorship outreach
- Submit a plan for vendor management and selection

Marketing and Promotion

The contractor shall create a marketing plan to promote the 2025 event. The contractor shall be responsible for all advertisement and promotion of each event and shall utilize various channels, including social media, local media, and community outreach.

Deliverables:
- Submit an outline of the marketing plan for the 2025 festival, including a list of media partners
- Submit samples of marketing and promotional materials including a draft press release/media kit

Logistics and Operations

The contractor shall oversee all event setup and breakdown, including coordinating with security personnel to ensure the safety of attendees, performers, and staff and managing on-site operations during the event, including volunteers.

Deliverables:
- Staffing plan that details onsite personnel.
- Plan for all waste management
- Contracted proposal for any outside staffing assistance
- Emergency Action Plan, developed in coordination with Chief of Police
- Security Staffing Proposal

Finance and Budget Management

The Contractor will be responsible for developing and managing the event budget. Contractor will be required to:

- Prepare a detailed budget to be approved by the City Manager
- Provide regular financial reports as requested by the City.
- Ensure all expenses are documented and within budget.
- Collect fees up-front and finalize settlements with users, vendors, and contractors following each event.
- Provide the City with a financial accounting of the event and provide any other documentation or terms pursuant to the agreement.

Deliverables

- Detailed event budget
- Financial accountability and reporting

City Services

Selected contractor will work directly with City to plan and coordinate with the City and local agencies, as needed, for event services including, but not limited to:

- Police
- Fire
- EMS
- Permits/Licenses
- Logistics – event set up/clean up
- Site control – barricades, gates
- Noise Control and Monitoring

Post-Event Evaluation

- Conduct a post-event evaluation, including feedback from City, attendees, vendors, and stakeholders.
- Provide a detailed report summarizing the event's success, challenges, and areas for improvement.

TERM:

The professional services agreement will be for one year for the August 2025 festival. The City Council may choose to extend the contract for future years at its discretion.

The City anticipates the contract will be executed by the end of December 2025 and initial operations and management to begin at the time the contract is executed. Initial meetings with the City Coordinator would occur no later than early January to develop a timeline and strategy for achieving all event goals.

PROPOSAL REQUIREMENTS:

Companies submitting proposals are expected to supply adequate information that demonstrates the contractor's ability to meet all deliverables and expectations as outlined in this document. This may be demonstrated through actual or example documentation and /or narratives, timelines or other materials that will provide the City with a thorough understanding of your qualifications.

Contractor's Profile

Proposals should provide:

A complete and concise description of the contractor's ability to meet the requirements of the RFP.

A description of the contractor's background, including bios of principals for the company.

A short bio of key staff members who will be contributing to the project, including their areas of responsibility and anticipated interactions with the City.

Location of the business and office from where the work will be conducted.

Contractor's vision for the event

Proposals should provide a summary of the proposed approach and methodology for producing and managing the event – your vision.

References & Experience

Proposals should provide 5 references, within the past five years, that your company has worked with, including any combination of talent/artists, booking agents, venues, municipalities, and sponsors.

Proposals should include 3-5 examples of prior work within the last 5 years where services have been performed that are comparable in quality and scope to that specified within this RFP, such as, musical and other types of performances, municipal events, and outdoor events.

The reference for each event should include the date, location, capacity, attendance, budget, photos, synopsis of the event, names, addresses, and telephone numbers for whom the prior work was performed.

Project Understanding

The organization or individual submitting the proposal should be knowledgeable about Sand City and passionate about helping the City.

Project Approach/Discovery Process/Scope of Work

Describe how you will successfully complete each task and the format of key deliverables and any additional value or services that your company offers. This includes examples of artistic and musical talent that are reasonably attainable by the contractor.

Proposed Budget

Include a summary of estimated costs and fees based on the tasks noted above. Provide sufficient detail that would allow staff to understand cost impacts if modifications to tasks are necessary. All costs should be included in the basic fee. Optional services recommended by the contractor may be included but should be priced separately.

Organizational Input/Responsiveness

Define the process to engage City staff and the community, including residents, business owners and others in the areas affected by this proposal.

Project Schedule

Include a proposed schedule for the product delivery. Provide a statement of time commitment by the contractor to this project which supports the contractor's ability to complete the events on schedule and on budget.

Contract

The contract for this RFP will be negotiated post-award between the contractor and the City.

Insurance Requirements

Evidence of adequate general liability, professional liability, automotive, and workers' compensation insurance will be required to be provided to the City under the contract.

MISCELLANEOUS PROVISIONS:

- Selected contractor will be required to obtain a one-time Sand City business license
- The City is not responsible for any costs incurred by the proposers in responding to this Request for Proposals.
- The ultimate award of this event shall not be final until the City Council has officially awarded this proposal to a prospective contractor

PROPOSAL EVALUATION CRITERIA:

Proposals received will be evaluated according to the following criteria.

- Ability to produce an exciting event that resonates with the region's diverse audience and builds on the foundation of past events.
- Demonstrated ability to deliver the services requested
- Quality and completeness of the proposal.
- Project approach and ability to produce deliverables within anticipated timeline.
- Qualifications, demonstrated experience with similar projects, and references.
- Project understanding
- Specialized experience and technical competence
- Competitive budget proposal

The City reserves the right to award the contract generated from this RFP to the respondent presenting a proposal that best meets the specifications as listed, and represents the most beneficial partnership as determined by the City. Although financial considerations are an important component of the selection process, the award will also be based on a combination of factors including the respondent's qualifications and criteria as noted above. The City reserves the right to waive any minor deviation in proposal responses received and reserves the right to modify any requirements, terms or conditions as outlined in this RFP when such modification is in the best interest of the City. The City reserves the right to reject any proposals deemed nonresponsive at the discretion of City

TIMELINE:

- RFP Release Date: 10/23/24
- Proposal Submission Deadline: 11/14/24 (noon)
- Reviews and Interviews: 11/18-21, 2024
- Recommendation to Council: 12/3/24
- Project Start date: December 2024-January 2025

CONTACT INFORMATION & SUBMISSION:

Questions regarding the West End Celebration or this RFP shall be submitted in writing to: Shannon Norton, either in hard copy or via email at: snorton@sandcityca.org.

Proposals are due via email (preferred), mail or hand delivered by noon on November 14, 2024. If submitting hard copies, please provide 4 complete sets.

Please send proposals to City Hall:

Attn: Shannon Norton, Administrative Services
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
snorton@sandcityca.org


recycle
THANK YOU FOR SUPPORTING THE ARTS
SPARKLES OF MAGENTA


WEST END DISTRICT
FREE ADMISSION
NO

RESOLUTION ATTACHMENT 1
Resolution SC 24- (2024)

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this 3rd day of December, 2024 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Event Santa Cruz., a California Business, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Ninety-Five Thousand dollars ($95,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement, for all services related to the West End Celebration. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services.. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for services performed as outlined in Exhibit B. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a breakdown including the name of the person doing the work, a brief description of the work, and

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.

C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.

D. The parties may amend this Agreement only by a writing signed by all the parties.

E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.

F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY’s remedies shall include, but not be limited to, the following:

   a. Immediately terminate the Agreement

   b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of

CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any

response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY:
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Vibeke Norgaard, City Manager

To CONSULTANT:
Event Santa Cruz
101 Cooper St
Santa Cruz, CA 95060
Attention: Matthew Swinnerton, Owner

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By:_____
(Signature)

_____
Matthew Swinnerton, Owner

_____
(Title)

CITY OF SAND CITY

_____
Vibeke Norgaard, City Manager

ATTEST:

_____
Kerry Lindstrom, City Clerk

_____
Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A

CONSULTANT'S PROPOSAL

EVENT PRODUCTION AND MANAGEMENT OF THE SAND CITY WEST END CELEBRATION

Project Proposal

Prepared for: Shannon Norton, Administrative Services, City of Sand City
Prepared by: Matthew Swinnerton, Nadja De Maeseneer
November 13, 2024

PROPOSAL FOR EVENT PRODUCTION AND MANAGEMENT OF THE SAND CITY WEST END CELEBRATION

Introduction

We are confident in our ability to meet and exceed the requirements outlined in the RFP. Our team combines extensive experience in event production, large-scale project management, and strategic marketing. We specialize in curating engaging, memorable events that celebrate local culture while incorporating innovative programming to attract diverse audiences. Our combined business execution experience allows us to handle all aspects of the event, from planning and logistics to marketing and post-event analysis, ensuring a seamless and impactful experience and a solid business plan.

Our Team

Matthew Swinnerton www.linkedin.com/in/swinnerton
Matthew is a seasoned event organizer and community connector based in Santa Cruz, California. As the founder of Event Santa Cruz, he has been instrumental in highlighting the region's entrepreneurial spirit and creative talent through engaging events and storytelling. Matthew's extensive network and deep understanding of local culture have enabled him to curate experiences that resonate with diverse audiences, fostering a sense of community and collaboration. His passion for showcasing local businesses and artists has made him a pivotal figure in Santa Cruz's event scene.

Matthew will oversee event production, talent acquisition, and sponsorship engagement. He will serve as the primary liaison with Sand City staff and ensure the smooth execution of all event components.

Nadja De Maeseneer www.linkedin.com/in/nadjademaeseneer
Nadja is a marketing strategist and business leader with over a decade of experience in managing large scale projects, driving brand growth and leading marketing strategies. She has worked with global companies, including Mercedes-Benz, where she was responsible for high-impact campaigns and events. As a local artist and entrepreneur, Nadja combines her creative vision and passion for art with business experience.

Nadja will lead project planning and outreach, manage project timelines and post-event analysis to inform future improvements. Nadja will lead the event marketing efforts by developing a comprehensive strategy that leverages digital channels, local partnerships, and compelling content to maximize visibility and engagement.

Business Location: Santa Cruz, CA, with operations extending to Monterey County.

Our Vision for the Event

Our vision for the West End Celebration is to amplify its identity as a vibrant, community-centered festival while introducing fresh elements to attract new audiences.

Music Program:
- Focus on and engage fewer, but high-quality headliners to attract a broader, more diverse audience
- Offer a diverse lineup to reflect local, and semi-local talent
- offer art- and music adjacent programs like dance, show performance in a street art vibe

Online Marketing:
- Expand exposure to a larger, more diverse demographic through targeted campaigns
- leverage our existing channels to create a consistent, high-exposure campaign for the festival

Business Strategy:
- Increase revenue through initiatives such as:
  - Food & alcohol sales.
  - Small, paid activities.
- Develop a five-year plan to ensure long-term growth and sustainability.
- Integrate a business perspective to balance community focus with financial success.

Our focus is on delivering high-quality performances for a more diverse audience, supporting local talent, and ensuring a seamless experience for attendees, all while building lasting momentum for future festivals.

References & Experience

Selected Past Projects

1. **NEXTies Awards** (Santa Cruz, CA) – Annual event celebrating local innovators.
   - Attendance: 400+
   - Budget: $20,000

2. **Midtown Fridays Block Parties** (Santa Cruz, CA) – A weekly summer event series showcasing local bands, vendors, and artists.
   - Attendance: 22,000+
   - Role: Event production, talent booking, and community engagement

3. **Leadership 2020 Summit** (Frankfurt, Germany) – Internal transformation summit for Daimler AG, aimed at redefining leadership culture.
   - Attendance: 400+ leaders and stakeholders from around the globe

- Role: Strategic planning, event execution, and communication management
- Budget: Confidential

Additional references and detailed event summaries available upon request.

Project Understanding

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

Project Approach/Discovery Process/Scope of Work

Talent Acquisition:
We will secure a mix of well-known headliners and local talent, incorporating a wildcard competition for emerging artists.

Marketing:
Leveraging Event Santa Cruz's established social media presence, we'll ramp up a content strategy to engage audiences before, during, and after the event. We will also explore partnerships with local media to boost visibility. We will work out a strategy for a 3-5 year communication plan to ensure consistent and well prepared marketing for future events.

Interactive Experiences:
Workshops, dance, street art, and photo stations will enhance the attendee experience and generate marketing content.

Target Audience Feedback:
We'll analyze and conduct real-time surveys to gather insights, ensuring that the event aligns with audience expectations.

Logistics & Operations:
A streamlined layout will optimize traffic flow, while clear signage and robust volunteer coordination will ensure a smooth festival experience.

Additional Revenue through Food & Alcohol Sales
A comprehensive strategy to offer food, drinks, and alcohol sales with a proposed 50/50 revenue split between event coordination and the city. We suggest to work with local, small batch vendors and aim for festival-branded cans, packaging, and merchandise.

Proposed Budget

Estimated Expenses [$95,000]

- Marketing and Promotion: $15,000
- Content creation (photo, video): $3,000
- Event Coordinator: $30,000
- Security and Staffing: $3,500
- Talent Booking and Stages: $30,000
- Infrastructure: $13,500

Estimated Revenues [$47,000]

- Sponsorships: $11,500
- Donations: $10,000
- Vendor Fees: $15,000
- Merchandise Sales: $500
- Food and Alcohol Sales: $10,000
-

Organizational Input/Responsiveness

We value transparency, integrity, and collaboration in all of our business relationships. We will maintain regular communication with Sand City staff, including updates on project milestones and collaborative input on key decisions. Community engagement will include outreach to local businesses and artists to foster a sense of ownership and participation.

Project Schedule

Key Milestones

- January 2025: Kick-off, initial planning, and finalize talent booking
- February-March 2025: Marketing campaign launch
- June 2025: Finalize logistics and vendor agreements
- August 2025: Event execution and post-event evaluation

References

- Bonnie Lipscomb: City of Santa Cruz Economic Development Director - blipscomb@santacruzca.gov
  Sonja Brunner: Council Member, City of Santa Cruz (Past Santa Cruz Mayor) - sbrunner@cityofsantacruz.gov
- James Durbin: Singer & Songwriter (Top 4 finish on American Idol) - jamesdurbinbooking@gmail.com

We are excited to bring our combined expertise to the West End Celebration. With a strong focus on collaboration, creativity, and community, and a strong focus on business viability, we are confident in delivering a festival that exceeds expectations and sets the stage for future growth.

EXHIBIT B

FEE SCHEDULE

Statement of Work & Milestone Planning

Exhibit B to Professional Services Agreement

Prepared for: Audrey Cray, HR/Risk Manager, City of Sand City

Prepared by: Matthew Swinnerton, Nadja De Maeseneer

November 26, 2024

STATEMENT OF WORK AND MILESTONE PLANNING

1. SCOPE OF WORK

1.1. Talent Booking & Program

Deliverables:

- Confirm talent and finalize the music program (January).
- Develop and share stage schedules with performers (June).
- Address artist requirements, including green rooms and sound checks (June).

Milestones:

- Talent confirmation and contracts completed by January.
- Stage schedules finalized by June.

1.2. Sponsoring & Partnerships

Deliverables:

- Develop sponsorship package and conduct outreach (January).
- Secure sponsorship agreements (February).
- Host kickoff marketing event at the brewery to promote branded beer and the event (March).

Milestones:

- Sponsorship package ready by January.
- Sponsorship agreements finalized by February.
- Brewery kickoff event held in March.

1.3. Marketing & Communications

Deliverables:

- Soft launch marketing campaign, including outreach and content creation (February).
- Full-scale campaign launch with branding materials, social media outreach, and brewery collaboration (March).
- Weekly social media posts and countdown campaigns (April).
- Targeted ads and video content for final ticket push (May).
- Final pre-event marketing push, including countdown posts and “last chance” offers (June).
- Week-of-event marketing, including live updates and behind-the-scenes content (July).

Milestones:

- Soft launch campaign completed by February.
- Full campaign launched by March.
- Pre-event marketing completed by July.

1.4. Logistics & Operations

Deliverables:

- Develop initial project plan (January).
- Finalize vendor agreements and logistics, including security, waste management, and permits (February).
- Conduct readiness review and ensure all logistics are in place (June).
- On-site preparations, including layout setup and equipment testing (July).
- Oversee event-day operations and manage teardown (August).

Milestones:

- Vendor agreements finalized by February.
- Readiness review conducted by June.
- On-site preparations completed by July.

2. TIMELINE

Month	Category	Key Milestones
January	Talent Booking & Program	Confirm talent and complete music booking for the event.
	Sponsoring & Partnerships	Finalize sponsorship package and begin outreach to potential sponsors.
	Logistics & Operations	Refine initial project plan, including a timeline for key activities and deliverables.
February	Sponsoring & Partnerships	Secure commitments from sponsors and finalize sponsorship agreements.
	Marketing & Communications	Marketing Campaign: Soft launch with initial outreach and content creation.
	Logistics & Operations	Finalize agreements with vendors (e.g., security, waste management). Manage permit requirements.
March	Sponsoring & Partnerships	Host kickoff marketing event at the brewery to unveil the branded beer can and build buzz.
	Marketing & Communications	Launch full-scale marketing campaign, including branding materials, social media outreach, and brewery-related ads.
April	Marketing & Communications	Implement a weekly posting schedule across social media platforms.
	Marketing & Communications	Promote individual bands, teaser content.
May	Marketing & Communications	Develop targeted ads, continued content and exposure for bands and vendors.
June	Talent Booking & Program	Finalize stage schedules and artist needs.
	Logistics & Operations	Finalize vendor agreements, ensure all permits are in place, and conduct a readiness review to address gaps.

	Marketing & Communications	Initiate final pre-event marketing push.
July	Marketing & Communications	Execute an intense week-of-event marketing campaign, begin countdown campaign (e.g., "100 Days to Event").
	Logistics & Operations	On-site preparations, such as layout setup and equipment testing.
August	Logistics & Operations	Oversee seamless execution of the event and manage logistics.
	Post-Event Evaluation	Collect feedback, conduct financial analysis, and prepare post-event report.

3. RISKS & ASSUMPTIONS

Risks:

- Changes in talent availability, delayed sponsorship commitments, or unforeseen logistical challenges may impact timelines and deliverables.
- External factors, such as weather or regulatory changes, could affect event operations.

Assumptions:

- Timely collaboration with city officials, partners, and vendors is essential to meet project deadlines.
- The project will maintain flexibility in sub-deliverables to adapt to changing circumstances.
- Significant shifts or changes in timelines will be communicated promptly to all stakeholders to ensure alignment and minimize disruptions.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through the term of this agreement.

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM
11A.

Conference with legal counsel-existing litigation pursuant to GC §54956.9(d)(1). Number of cases: one. Successor Agency to the Sand City Redevelopment Agency v. Stephenshaw (Case No. 34-2022-80004053)

AGENDA ITEM
11B.

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