

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, JULY 7, 2026

5:30 PM

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

City Council Regular Meeting - Tuesday, July 7, 2026
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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(669) 900-6833

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

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

Written: All comments received before 10:00 am the day of the meeting will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Council at the meeting. Please email your comments to: cityclerk@sandcityca.org.

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

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 Chamber 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 April 21, 2026, Regular Meeting Minutes for May 19, 2026, and the Special and Regular Meeting Minutes for June 2, 2026
Draft Minutes

5B. Approve a Resolution Ratifying Appointments to Various Local and Regional Agencies and Boards Effective July 7, 2026
Mayor's Memo
Resolution
Appointments List

5C. Approve a Resolution Recognizing the Enduring Legacy of Mel Mason, LCSW, Clinical Director, on the Occasion of a Special Dedication Ceremony Celebrating his Extraordinary Leadership and Service
Mayor's Memo
Resolution

5D. Approval to Support for Mothers Against Drunk Driving Illuminate Red MADD Campaign
Mayor's Memo
Email to Mayor Carbone re MADD Campaign
Flyer re MADD Campaign

5E. Approve a Resolution Supporting the Pilot Rail Service Connecting Los Angeles and the San Francisco Bay Area for the Summer 2028 Olympics
Mayor's Memo
Resolution

5F. Approve a Resolution Authorizing the City Manager to Submit a Census Tract Nomination to the Governor's Office of Business and Economic Development (Go-Biz) for the Opportunity Zones 2.0 Program
Staff Report
Resolution
Opportunity Zones 2.0 Memo

5G. Adopt an Ordinance Approving a Development Agreement Between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort
Staff Report
Ordinance
Development Agreement and Exhibits A, B, and C

5H. Approve a Resolution Authorizing an Amendment to the Memorandum of Understanding Between ReGen Monterey and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383
Staff Report
Resolution
MOU Agreement and Exhibits A & B

5I. Approve a Resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges
Staff Report
Resolution

5J. Acceptance of City/Successor Agency Financial Report from May 2026
Staff Report
Sand City Cash Receipt Report
Sand City Check Report
Sand City Successor Agency Revenue Report
Sand City Successor Agency Check Report

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

7A. County of Monterey Department of Emergency Management - Purpose and Emergency Operations Presentation
Presentation

8. PUBLIC HEARING

9. NEW BUSINESS

9A. Approve a Resolution Declaring a Vacancy on the City Council of Sand City

Staff Report
Resolution
City Charter

9B. Approve a Resolution Selecting City Council Member Marilee Diaz as Vice Mayor
Staff Report
Resolution

9C. Receive and Discuss the General Plan Update Overview and Community Engagement Plan
Staff Report and Appendix A-Summary of GPU Bills
Appendix B-Sand City 2050 General Plan Community Engagement Plan

9D. Approve a Resolution to Adopt the City Emergency Operations Plan Revision 2.0
Staff Report
Resolution
Letter of Promulgation and City Emergency Operations Plan 2.0

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

11. ADJOURNMENT

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

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

AGENDA ITEM
5A.

Approve the City Council Regular Meeting Minutes for April 21, 2026, Regular Meeting Minutes for May 19, 2026, and the Special and Regular Meeting Minutes for June 2, 2026

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

City Council Regular Meeting - Tuesday, April 21, 2026 5:30 PM

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

Mayor Carbone called the meeting to order at 5:32 PM.

City Clerk Lindstrom conducted the roll call.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Scudder

Absent: Vice Mayor Blackwelder

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

2. PLEDGE OF ALLEGIANCE

Councilmember Adams led the Pledge of Allegiance.

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

Mayor Carbone announced:

- Copies of the Mayor's Report and various handouts were made available for public review on the table in the Council Chamber.
- The Red Dress Exhibit and Reception, scheduled for May 2, 2026, from 1:00 PM to 5:00 PM in the Sand City Council Chamber.
- The Sand City Birthday Celebration BBQ, which will be held on May 16, 2026, from 11:30 a.m. to 2:00 PM.

City Manager Norgaard announced:

- Recognized Planning Manager Mark Parker for securing an additional $50,000 rebate for the City's electric street sweeper. The street sweeper is not yet in service; staff training is scheduled for April 28, 2026, after which the vehicle is expected to be placed into operation, further advancing the City's fleet electrification goals.
- The City has begun receiving transient occupancy tax revenues from the Marriott hotel. Revenue collections have exceeded expectations; however, specific amounts are confidential.
- Requests for Proposals (RFPs) have been issued for the Art Park and Bike Trail projects. The Planning Manager, City Manager, and Administrative Services Manager have conducted interviews with prospective consultants. Once a recommendation for contract award is finalized, the item will be brought before the

City Council for consideration.

City Attorney Lindgren:
The City Attorney announced that he will be attending the League of California Cities Annual City Attorneys Conference. He invited Council Members to share any topics of particular interest that they would like him to explore or obtain information on during the conference.

4. COMMUNICATIONS
Public comment received from Brian Clark and Megan Range.

5. CONSENT CALENDAR
No public comment received.

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

5A. Approved the City Council Regular Meeting Minutes for February 17, 2026.

5B. Approved Resolution SC 26-26 authorizing the City Manager to execute the 2026 9-1-1 Services Agreement.

5C. Approved Resolution SC 26-27 authorizing the City Manager to enter into a master funding agreement between the Transportation Agency for Monterey County and the City of Sand City for the allocation of certain State funds for transportation projects.

5D. Considered and approved the cancellation of the July 21, 2026, Regular City Council Meeting.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR
No items were pulled.

7. PRESENTATION

7A. Receive Presentation by Braeleen Ballard of Foster & Foster on the Retiree Health Care Plan Actuarial Valuation Report

No public comment received.

No action taken. Council received a presentation by Braeleen Ballard of Foster & Foster on the retiree health care plan actuarial valuation report.

8. PUBLIC HEARING
None.

9. NEW BUSINESS

9A. Approve a Resolution Amending the 2024-2027 Professional Services Agreement with Harris & Associates, Inc., for Engineering Services

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-28 amending the 2024-2027 professional services agreement with Harris and Associates, Inc., for engineering services.

9B. Approve a Resolution Adopting the Proposed Budget Amendment No. 1 for Fiscal Year 2025-26

Public comment received from Brian Clark.

Upon motion by Councilmember Diaz and seconded by Councilmember Scudder, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-29 adopting the Proposed Budget Amendment No. 1 for Fiscal Year 2025-26.

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

Councilmember Diaz reported that the Monterey Peninsula Chamber of Commerce would be submitting a letter of support for the Bike Trail.

Councilmember Scudder reminded the public that Community Emergency Response Team (CERT) training is open for registration and scheduled for October. She also reported that she and Councilmember Adams toured the Monterey One Water facility in Marina and found the visit to be informative and educational.

Mayor Carbone reported that she would be traveling to Washington, D.C., on behalf of Monterey-Salinas Transit.

11. ADJOURNMENT

The Council adjourned the meeting at 6:30 PM.

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Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, May 19, 2026 5:30 PM

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

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

City Clerk Lindstrom conducted the roll call.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Scudder

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Public Works Manager Mark Parker
Administrative Services Manager Audrey Cray
City Planner Nick McIlroy
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Councilmember Scudder led the Pledge of Allegiance.

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

Mayor Carbone announced the following:

- The Mayor's report for the month of May was provided to the Council, and copies were made available to the public.
- Monterey-Salinas Transit (MST) has purchased property on Sun Street in Salinas for the development of a new bus maintenance yard.
- Copies of public comments submitted by GreenWaste regarding Item 9B on the evening's agenda were provided to the Council.
- Copies of a letter from PG&E were distributed, encouraging Central Coast restaurant owners and caterers to apply for the Restaurants Care Resilience Grant Program. Applications are open from June 1, 2026, through June 30, 2026. The program includes $1.3 million in funding and will provide grants of $5,000 to eligible restaurants and commercial caterers.
- An MST SURF! project update handout was provided to the Council.

City Manager Norgaard announced:

- The closure of Playa Avenue between Del Monte Avenue and California Avenue associated with the MST SURF! project has been postponed until at least August 2026 and may be delayed further due to Car Week and the West End Celebration.
- Attended the ICMA Conference, themed "Democracy and the Public Trust," which

focused on issues related to democratic governance and public trust in anticipation of the nation's 250th anniversary. Discussions included the role of social media in local government communications, including challenges and opportunities for small cities. Conference presentations highlighted trends in public engagement across various social media platforms and emphasized the importance of effective communication in building public trust.

- Staff is preparing the Fiscal Year 2026-27 City Budget and will present the proposed budget to the Budget Committee on May 28, 2026, at 10:00 AM.
- An audit conducted under the State Road Maintenance and Rehabilitation Program concluded that the City did not meet its Maintenance of Effort (MOE) requirement. Staff will work with the State to address and modify the MOE requirement.

City Attorney Lindgren announced:

- Attended the California League of Cities City Attorneys Conference. Conference sessions included discussions on affordable housing issues and the use of artificial intelligence (AI) in local government operations. Conference presentations addressed both the potential benefits and limitations of AI for cities, including possible applications for administrative functions. The City Attorney indicated that he would discuss the topic further with the City Manager and City Clerk. Conference attendees also discussed challenges and concerns associated with the overuse of AI in municipal legal and administrative matters.

4. COMMUNICATIONS

Public comment received from Brian Clard and Josh Stratton.

5. CONSENT CALENDAR

No public comment received.

Councilmember Scudder requested that Item 5B be pulled from the Consent Calendar. Mayor Carbone announced that Consent Calendar Item 5B would be considered as Item 6A.

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

5A. Approved the City Council Regular Meeting Minutes for April 7, 2026.

5B. Approve a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting at a Cost not to Exceed $55,000 to Perform Grant Related Services ***This item was pulled from the Consent Calendar and considered as Item 6A.***

5C. Received an Abilities Cafe Art Park use update.

5D. Considered and approved a City Council donation to the Salvation Army in Sand City.

5E. Accepted the City Successor Agency Financial Report from March and received the Quarterly Summary of Cash and Investments.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

6A. Approve a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting at a Cost not to Exceed $55,000 to Perform Grant Related Services ***This item was pulled from the Consent Calendar.***

Public comment received from Brian Clark.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, the Council voted 4-0-1 to approve Resolution SC 26-30 authorizing the City Manager to execute a professional service agreement with California Consulting at a cost not to exceed $55,000 to perform grant related services.

7. PRESENTATION

None.

8. PUBLIC HEARING

8A. First Reading of an Ordinance of the City of Sand City Prohibiting Onshore Facilities that Support Offshore Oil and Gas Exploration and Development ***This item was continued from April 7, 2026, and was continued to a future date.***

9. NEW BUSINESS

9A. Approve a Resolution Proclaiming the Week of May 17-23, 2026 as National Public Works Week

No public comment received.

Upon motion by Councilmember Scudder and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted 4-0-1 approving Resolution SC 26-31 proclaiming the week of May 17-23, 2026, as National Public Works Week.

9B. Approve a Resolution Approving the Recommendation from ReGen Monterey's Technical Advisory Committee's Subgroup to Initiate a Competitive Request for Proposal (RFP) Process for Solid Waste, Recycling, and Organics Collection Services, and Approve the Process Integrity Policy

Public comment received from Manny Gouveia, Liz Hall, Emily Hanson, Zoe Shoats, and Brian Clark.

Upon motion by Councilmember Adams and seconded by Councilmember Scudder, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-32 approving the recommendation from ReGen Monterey’s Technical Advisory Committee’s subgroup to initiate a competitive request for proposal (RFP) process for solid waste, recycling, and organics collection

services, and approve the process integrity policy.

9C. Approve a Resolution Approving a Special Event Permit for the 2026 Criterium Bicycle Race Event to be held on June 14, 2026

Public comment received from Brian Clark.

Upon motion by Councilmember Scudder and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-33 approving a Special Event Permit for the 2026 Criterium Bicycle Race event to be held on June 14, 2026.

9D. Approve a Resolution Approving the City's Fiscal Year 2026-27 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule, Approving an Additional FTE in Public Works, and Authorizing the City Manager to Amend the Public Works Manager Job Description

Public comment received from Brian Clark.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 approving Resolution SC 26-34 approving the City’s Fiscal Year 2026-27 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule, approving an additional FTE in Public Works, and authorizing the City Manager to amend the Public Works Manager job description.

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

Councilmember Adams commented that the City BBQ was well attended and successful and noted that attendees appeared to enjoy the event, including the food, music, and entertainment. Councilmember Diaz remarked that the cake walk was a highlight of the event.

11. ADJOURNMENT

The Council adjourned the meeting at 7:21 PM.

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Kerry Gage Lindstrom, City Clerk

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

City Council Special Meeting - Tuesday, June 2, 2026 3:30 PM

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

Mayor Carbone called the meeting to order at 3:32 PM.

City Clerk Lindstrom conducted the roll call.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Scudder

Absent: Vice Mayor Blackwelder

Staff: Administrative Services Manager Audrey Cray
City Attorney Anthony Amara
City Clerk Kerry Lindstrom

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

No public comment received.

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

3A. Conference with real property negotiators pursuant to Government Code Section 54956.8. Property: APN 011-501-014; City negotiators: City Manager Vibeke Norgaard, City Attorney Adam Lindgren; Negotiating Parties: New Dawn Equity Partners, LLC; Under negotiation: Price and terms of payment.

3B. Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager Performance Evaluation ***This item was continued to a future date.***

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

City Attorney Anthony Amara reported regarding Item 3A, the Council received updates from real property negotiators and took no reportable action.

4. ADJOURNMENT

The City Council adjourned the meeting at approximately 3:40 PM.

_____

Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, June 2, 2026 5:30 PM

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

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

City Clerk Lindstrom conducted the roll call.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Scudder

Absent: Vice Mayor Blackwelder

Staff: Administrative Services Manager Audrey Cray
City Attorney Anthony Amara
Planning Manager Nick McIlroy
Finance Manager Jennifer Pope
Police Chief David Honda
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Mayor Carbone led the Pledge of Allegiance.

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

Administrative Services Manager Cray announced:

- Staff is pursuing a grant from the California Ocean Protection Council in partnership with the City of Seaside. The joint application is expected to strengthen competitiveness and increase potential funding opportunities.
- Night work for electrical services associated with the MST SURF! project at the intersection of Playa Avenue and California Avenue is taking place this week.
- Limited lane closures on California Avenue at the Edgewater Shopping Center are scheduled from June 10 - 12, 2026, between 7:00 AM and 4:00 PM to facilitate construction of the busway entrance and the import of materials. The City Engineer and Police Department will monitor the work and coordinate with MST regarding the relocation of Flock cameras. In addition, a 72-hour closure of Playa Avenue is scheduled for August 16 - 19, 2026.
- Staff is working to execute an agreement with PlanetBids, a cloud-based electronic procurement and bid management system used by government agencies to streamline purchasing and vendor management processes.
- Plans for the Street Maintenance and Repair Project are being finalized. Construction is expected to begin in late June, with the construction contract

anticipated for City Council consideration at the August 4, 2026, meeting.

- Regarding the PG&E power pole incident on May 28, 2026, Councilmember Diaz reported hearing a loud pop and observing sparks from a power pole near the monument on Contra Costa Avenue. The City Engineer contacted PG&E, and it was determined that a bird likely came into contact with a bird guard on the pole, causing equipment failure and a temporary power outage.
- Regarding proposed new desalination intake wells, the City is scheduled to meet with California American Water on June 9, 2026, to discuss the proposed location of a new well.

Mayor Carbone announced:

- Announced that Monterey One Water community meetings will be held on June 3, 2026, at Soper Field in Seaside and on June 8, 2026, at the Marina Library. The meetings will provide information regarding the Monterey One Water wastewater treatment plant, wastewater rates, and the services those rates support.
- Reported attending the George Floyd Symposium with Sand City Police Officer Danny Martin. During the event, the City of Sand City received recognition from the Monterey County Board of Supervisors and the office of Congressman Jimmy Panetta. The Mayor noted that it was a positive opportunity to spend time with members of the Seaside community and share community values.
- The Mayor reported attending the Memorial Day observance in Seaside hosted by American Legion Post 591.

4. COMMUNICATIONS

Public comment received from Holger Englert and Luke Kilpatrick.

5. CONSENT CALENDAR

No public comment.

Councilmember Scudder requested that Item 5F be pulled from the Consent Calendar. Mayor Carbone announced that Consent Calendar Item 5F would be considered as Item 6A.

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

5A. Approved the City Council Regular Meeting Minutes for March 3, 2026.

5B. Approved Resolution SC 26-35 calling for the holding of a November 3, 2026, General Municipal Election, requesting the County of Monterey Board of Supervisors to consolidate the General Municipal Election, and requesting the County of Monterey Elections Department to conduct the election.

5C. Approved Resolution SC 26-36 authorizing the Monterey County Health Department to apply for State block grant funding on behalf of Sand City towards the countywide Used Oil Recycling Program.

5D. Approved Resolution SC 26-37 adopting a list of projects for Fiscal Year 2026-27 funded by SB 1: The Road Repair and Accountability Act of 2017.

5E. Approved Resolution SC 26-38 authorizing the City Manager to execute a professional service agreement with Monterey Bay Technologies, Inc. for information technology services.

5F. Approve a Resolution Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Monterey Police Department and the City of Sand City Police Department for the California Law Enforcement Telecommunications System Supplemental Coverage ***This item was pulled from the Consent Calendar and considered as Item 6A.***

5G. Accepted the City/Successor Agency Financial Report from April 2026.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

6A. Approve a Resolution Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Monterey Police Department and the City of Sand City Police Department for the California Law Enforcement Telecommunications System Supplemental Coverage ***This item was pulled from the Consent Calendar.***

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-39 authorizing the City Manager to enter into a Memorandum of Understanding between the City of Monterey Police Department and the City of Sand City Police Department for the California Law Enforcement Telecommunications System supplemental coverage.

7. PRESENTATION

7A. Receive Informational Update on the Community Emergency Response Team (CERT) Program from Justin Cooper, Fire Department Division Chief

Public comment received from Holger Englert.

No action taken. Council received an informational update on the Community Emergency Response Team (CERT) Program from Justin Cooper, Fire Department Division Chief.

8. PUBLIC HEARING

8A. First Reading of an Ordinance Approving a Development Agreement Between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort

Public comment received from Ed Ghandour, Daniel Alvarez, Luke Kilpatrick, and Justin Rumps.

Upon motion by Councilmember Scudder and seconded by Councilmember

Adams, Vice Mayor Blackwelder absent, Council waived reading of the ordinance in full and read by title only.

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

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

Upon motion by Councilmember Scudder and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council introduced and held first reading of an ordinance approving a development agreement between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort.

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

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

8B. Approve a Resolution Establishing the Fiscal Year 2026-2027 Appropriations Limit Pursuant to Article XIII B of the California Constitution

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-40 to establish the Fiscal Year 2026-2027 appropriations limit pursuant to Article XIII B of the California Constitution.

8C. Receive an Informational Report on the City of Sand City's Vacancies, Recruitment, and Retention Efforts Pursuant to Government Code Section 3502.3.

No public comment received.

Upon motion by Councilmember Scudder and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted 4-0-1 to receive an informational report on the City of Sand City's vacancies, recruitment, and retention efforts pursuant to Government Code Section 3502.3.

9. NEW BUSINESS

9A. Approve a Resolution Adopting the City of Sand City's Budget for the Fiscal Year 2026-2027

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 26-41 adopting the City of Sand City's Budget for the Fiscal Year 2026-2027.

9B. Approve a Resolution Accepting a $13,500 Grant from the Monterey Bay Air Resources District; Authorizing the Purchase of Polaris 2024-2026 Ranger XP Kinetic, Zero-Emission UTV

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, and Councilmember Scudder abstained, Council voted 3-0-1-1 to approve Resolution SC 26-42 accepting a $13,500 grant from the Monterey Bay Air Resources District and authorized the purchase of a Polaris 2024-2026 Ranger XP Kinetic, Zero-Emission UTV.

10. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY
None.

11. ADJOURNMENT
Council adjourned the meeting at 7:49 PM.

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Approve a Resolution Ratifying Appointments to Various Local and Regional Agencies and Boards Effective July 7, 2026

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: July 7, 2026

Re: Update the Local and Regional Agency Appointments

BACKGROUND/DISCUSSION:
The Mayor nominates and the City Council ratifies appointments of Council and staff to various local and regional agencies throughout Monterey County. The appointed representatives represent the City of Sand City on the various local and regional agency boards.

Attached is the updated proposed list of the designated representatives to serve on those committees.

It is recommended that the Council approve the attached resolution ratifying the appointments.

ATTACHMENTS:
1. Resolution
2. Sand City Appointments List

CITY OF SAND CITY

RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY RATIFYING APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL AGENCIES AND BOARDS EFFECTIVE JULY 7, 2026

WHEREAS, the Sand City Council appoints representatives who represent the City of Sand City on certain committees and regional entities; and

WHEREAS, the attached Sand City Appointments List reflects staff and Council appointments to various agencies and organizations; and

WHEREAS, the attached Sand City Appointments List has been updated to reflect the mayors nominations to the positions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby approves the revised appointments as listed on the 2026 Sand City Appointments List attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council this ___ day of ____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED:

_____
Kerry Lindstrom, City Clerk

Agency	Appointed Members	Agency Telephone/ Website
3CE	Sand City Alternate for 2025 Policy Board: Mayor Mary Ann Carbone Operations Board Alternate: City Manager Vibeke Norgaard	877-455-2223 3cenergy.org
AMBAG	Board: Mayor Mary Ann Carbone; Alternate: Marilee Diaz	883-3750 ambag.org
2nd Wednesday each month 6:00 PM	Technical/Planning: Nick McIlroy, Planning Manager	
Airport Land Use Commission	Board Chair: Mayor Mary Ann Carbone *(Appointment by MCMA)*	755-5066 countyofmonterey.gov
4th Monday of each month 3:00 PM		
Community Human Services	Board: Kim Scudder	899-4131 chservices.org
3rd Thursday of each month 11:00 AM	Alternate: Michelle Adams	
MBASIA	Board: City Manager Vibeke Norgaard	394-3054 mbasia.org
Quarterly or as Needed	Alternate: HR/Risk Manager Audrey Cray	
Monterey One Water	Mayor Mary Ann Carbone	372-3367 montereyonewater.org
Last Monday of each month 6:00 PM	Alternate: Marilee Diaz	
Monterey Bay Air Resources District	Board: Mayor Mary Ann Carbone *(Appointment by MCMA)*	647-9411 mbard.org
3rd Wednesday every other month 1:30 PM		
Mosquito Abatement District	Board: Mayor Mary Ann Carbone	373-2483 montereycountymosquito.com
2nd Tuesday each month 12:00 PM		

Monterey County Mayor's Association	Board: Mayor Mary Ann Carbone	429-6605
1st Friday of each month 12:00 PM	Alternate: Marilee Diaz	
Monterey Peninsula Chamber of Commerce - Government Affairs Committee	Board: Marilee Diaz	648-5360 montereychamber.com
2nd Monday of each month 3:30 PM	Alternate: Michelle Adams	
Monterey-Salinas Transit District (MST)	Mayor Mary Ann Carbone	888-678-8271 mst.org
2nd Monday of each month 10:00 AM	Alternate: Kim Scudder	
Monterey Regional Stormwater Management Program	City Engineer Leon Gomez	646-3799 countyofmonterey.gov
4th Wednesday of every month 10:00 AM		
ReGen Monterey	Board: Mayor Mary Ann Carbone	384-5313 regenmonterey.org
3rd Friday each month 9:30 AM		
	Tech Comm: City Manager Vibeke Norgaard; Public Works Manager Mark Parker	
ReGen Monterey	Policy Advisory: Mayor Mary Ann Carbone	658-5600 regenmonterey.org
3rd Monday of each month 7:00 PM		
Seaside County Sanitation District	Board: Mayor Mary Ann Carbone	899-6200 scsdonline.org
2nd Tuesday of each month 9:30 AM	Alternate: Marilee Diaz	
See Monterey Board	Mary Ann Carbone Alternate: Vibeke Norgaard, City Manager	888-221-1010 seemonterey.com

Transportation Agency of Monterey County (TAMC)	Board: Mayor Mary Ann Carbone Alternate: Marilee Diaz	755-0903 tamcmonterey.org
4th Wednesday of each month 9:00 AM TAC: 1st Thursday of each month	BIKE: Kim Scudder RAIL: Mayor Mary Ann Carbone; Alt: Marilee Diaz TAC: City Engineer Leon Gomez; City Manager Vibeke Norgaard	
Seaside Groundwater Basin Watermaster Board	Board Chair: Mayor Mary Ann Carbone	641-0113
	Staff: City Manager Vibeke Norgaard	
1st Wednesday of each month 1:30 PM	TAC: City Engineer Leon Gomez; City Manager Vibeke Norgaard Budget: Mayor Mary Ann Carbone	
Sand City Standing Advisory Committees		
Budget & Personnel	Chair: Mayor Mary Ann Carbone; Marilee Diaz Staff: City Manager Vibeke Norgaard	
Arts Committee	**1 Year Appointment**	**Term Ending**
	Brian Clark	Term Ends 1/31/2027
	Michelle Djokic	Term Ends 1/31/2027
	Shelby Hawthorne	Term Ends 1/31/2027
	Fred Saunders	Term Ends 1/31/2027
	Holly Temple	Term Ends 1/31/2027
	Staff: City Manager Vibeke Norgaard	
Design Review Committee	**2 Year Appointment**	**Term Ending**
	Chris Barlow, Architect	Term Ends 1/31/2028
	Paul Davis Jr., Architect	Term Ends 1/31/2028
	Ralph H. Goldbeck	Term Ends 1/31/2027
	Tyler Pratt	Term Ends 1/31/2027
	Staff: City Manager Vibeke Norgaard; Planning Manager Nick McIlroy	

Public Safety/Public Works	Marilee Diaz; Kim Scudder Staff: City Manager Vibeke Norgaard; Public Works Manager Mark Parker, Police Chief David Honda	
West End Oversight Committee	Mayor Mary Ann Carbone; Marilee Diaz Staff: City Manager Vibeke Norgaard, Police Chief David Honda	

AGENDA ITEM
5C.

Approve a Resolution Recognizing the Enduring Legacy of Mel Mason, LCSW, Clinical Director, on the Occasion of a Special Dedication Ceremony Celebrating his Extraordinary Leadership and Service

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: July 7, 2026

Re: Recognizing the Legacy of Mel Mason

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

- Resolution of the City of Sand City Recognizing the Enduring Legacy of Mel Mason, LCSW, Clinical Director, on the Occasion of a Special Dedication Ceremony Celebrating his Extraordinary Leadership and Service.

CITY OF SAND CITY RESOLUTION
RESOLUTION SC 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RECOGNIZING THE ENDURING LEGACY OF MEL MASON, LCSW, CLINICAL DIRECTOR, ON THE OCCASION OF A SPECIAL DEDICATION CEREMONY CELEBRATING HIS EXTRAORDINARY LEADERSHIP AND SERVICE

WHEREAS, the City of Sand City proudly joins our neighboring communities on the Monterey Peninsula to honor the historic leadership, visionary guidance, and enduring legacy of Melvin "Mel" Mason, LCSW, at a special dedication ceremony; and

WHEREAS, as a Licensed Clinical Social Worker and the co-founder and Clinical Director of The Village Project, Inc., Mel Mason has transformed regional mental health care by pioneering culturally competent services that directly heal, support, and uplift underserved individuals and families across the peninsula; and

WHEREAS, Mel Mason's profound understanding of systemic inequities drove him to champion mental health care and academic equity not merely as local social services, but as fundamental and non-negotiable civil rights; and

WHEREAS, his expansive leadership as a former regional official and President of the Monterey Peninsula NAACP demonstrated a lifelong commitment to building diverse coalitions and fighting tirelessly for the disenfranchised across city borders; and

WHEREAS, through his exceptional clinical leadership, mentorship, and relentless advocacy, Mel Mason has left an indelible mark on the moral fabric, health, and spirit of the entire Monterey Peninsula, creating a legacy that will inspire future generations of advocates and healers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City, California, that the City formally joins this special dedication evening to honor and celebrate the lifelong service, clinical leadership, and enduring legacy of Mel Mason, LCSW.

PASSED AND ADOPTED by the City Council of the City of Sand City this **___**, day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5D.

Approval to Support for Mothers Against Drunk Driving Illuminate Red MADD Campaign

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: July 7, 2026

Re: Support for Mothers Against Drunk Driving (MADD)'s Illuminate Red MADD Campaign

This is a request for your approval to support the Illuminate Red MADD California campaign to honor and remember those impacted by impaired driving.

Agencies are asked to have City buildings be illuminated in red on Tuesday, November 17th through Friday, January 1st. The cost to the City will be approximately $500 for lighting equipment.

Please see attached letter regarding the campaign.

Attachments:
1. Email to Mayor Carbone re MADD campaign
2. Flyer re MADD campaign

Outlook

Invitation to Participate in Illuminate Red MADD Campaign

From Kerry Lindstrom <klindstrom@sandcityca.org>
Date Thu 7/2/2026 2:23 PM
To Kerry Lindstrom <klindstrom@sandcityca.org>

From: Cari Stephenson <cstephenson@northforkrancheria-nsn.gov>
Sent: Tuesday, June 23, 2026 12:25 PM
Subject: FW: Invitation to Participate in Illuminate Red MADD Campaign

Dear Community Partners,

On behalf of the Atascadero North Fork Rancheria Tribal TANF office and the California State Office of Mothers Against Drunk Driving (MADD), we are organizing the **Illuminate Red MADD California** campaign to honor and remember those impacted by impaired driving. We would like to personally like to invite each of your agencies to join us for this special evening hosted at the Tribal TANF office. This will mark the first time this campaign is implemented in San Luis Obispo County, and we are committed to making it a meaningful and impactful launch for our community.

As part of this campaign, we respectfully request your building be illuminated in red on Tuesday, November 17th through Friday, January 1st. Red, MADD's signature color, symbolizes the courage and strength of the victims and their families. Lighting landmarks across California in red would serve as a powerful visual tribute to those impacted by these 100% preventable tragedies. In addition, we warmly invite you to join us at the Atascadero Tribal TANF office on November 17, 2026, at 6:00pm for our official lighting ceremony as we come together in unity to honor victims and support families impacted by these 100% preventable crimes. Your participation would help strengthen this important message of prevention, healing, and community partnership.

Native American communities are disproportionately impacted by impaired driving and alcohol related fatalities, making prevention, education, and community awareness especially important. Through the Illuminate Red campaign, Tribal TANF is partnering with Mothers Against Drunk Driving to help bring awareness, honor victims, families affected by impaired driving, and promote safer, healthier communities. This collaboration reflects our shared commitment to protecting future generations, strengthening community wellness, and creating culturally meaningful conversations around preventions, accountability, and support.

Our Illuminate Red campaign serves as both a heartfelt memorial and a powerful call to action to prevent future tragedies. By lighting landmarks in red, we aim to raise awareness about the devastating impact of impaired driving and inspire communities to join our mission to eliminate it.

In 2025, more than 50 landmarks across the state participated in this initiative, casting a red glow in honor of lives lost and forever changed. This campaign also serves as a timely reminder for the public to embrace safer driving habits during the holiday season, a time often marked by increased travel and celebration.

We believe this gesture will significantly impact the community and aid our efforts to save lives. We would be honored to have the support of your city in this important initiative. Thank you for considering our request. We look forward to working together to make a meaningful difference in our community.

Please RSVP (email me your agency logo so I can add it to our flyer) or feel free to contact me at (559)760-0156 / cstephenson@nfr-nsn.gov if you have any questions or need further information.

With gratitude,

Cari Stephenson
Tribal TANF Family Wellness Coordinator
Phone: 805-464-2255 **Mobile:** 559-760-0169
Web: www.northforkrancheria-nsn.gov
Email: cstephenson@nfr-nsn.gov
8865 Morro Road Atascadero, CA 93422

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HONORING LIVES. SUPPORTING FAMILIES.
BUILDING A SAFER COMMUNITY.

ILLUMINATE RED

A COMMUNITY GATHERING TO REMEMBER. SUPPORT. PREVENT.

TUESDAY, NOVEMBER 17, 2026
6:00PM- 7:30PM

8865 MORRO ROAD
ATASCADERO, CA 93422

CONTACT CARI STEPHENSON
(559)760-0156



Join us as we come together to honor those we've lost to impaired driving, support survivors, and shine a light on the importance of making safe choices.

madd Tri-Counties NO MORE VICTIMS

TRIBAL TANF

ATASCADERO POLICE SERVING SINCE 1969

TOGETHER WE CAN END IMPAIRED DRIVING.
TOGETHER, WE CAN SAVE LIVES.

DRUG & ALCOHOL FREE

Event to comply with Northern Rancheria of Mono Indians of California Indian Children Protection statute adopted on October 11, 2017.

AGENDA ITEM
5E.

Approve a Resolution Supporting the Pilot Rail Service Connecting Los Angeles and the San Francisco Bay Area for the Summer 2028 Olympics

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: July 7, 2026

Re: Resolution of Support for Pilot Rail Service for the Summer 2028 Olympics

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

- Resolution of the City of Sand City Supporting the Pilot Rail Service Connecting Los Angeles and the San Francisco Bay Area for the Summer 2028 Olympics.

The City is a member agency of The Transportation Agency for Monterey County (TAMC). TAMC, through the Coast Rail Coordinating Council and regional partners, is requesting member jurisdictions' support for continued State investment in state-supported passenger rail service along the Central Coast Rail Corridor.

California currently lacks a state-supported passenger rail connection between San Luis Obispo and San José, creating a service gap along the Pacific Coast Route between Southern and Northern California. Existing rail infrastructure could accommodate additional passenger train frequencies, provided sufficient funding is available for equipment, crews, operations, and supporting improvements.

The proposed resolution supports maintaining existing rail operations beyond June 2027 and advancing a passenger rail pilot during the 2028 Olympic Games. The pilot would help address the current gap in state-supported passenger rail service between San Luis Obispo and San José while showcasing expanded rail travel during a major international event.

The proposal is intended to leverage legislative interest in funding for the upcoming Olympic games to secure operating funds for the pilot service, which will complement the CRCC efforts to plan, fund and implement new State-supported passenger rail service on the Central Coast during the same timeframe.

There is no cost to the city.

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY SUPPORTING THE PILOT RAIL SERVICE CONNECTING LOS ANGELES AND THE SAN FRANCISCO BAY AREA FOR THE SUMMER 2028 OLYMPICS

WHEREAS, the City of Sand City is a member jurisdiction of the Transportation Agency for Monterey County (TAMC), which coordinates through the Coast Rail Coordinating Council, and its Central Coast transportation planning agency partners to advocate for rail improvements along the Central Coast Rail Corridor; and

WHEREAS, TAMC has been leading the planning, funding, and implementation of passenger rail service extensions to Monterey County in coordination with federal, state, and regional partner agencies in the Central Coast Rail Corridor, which is a regional priority for enhancing mobility and economic benefits for Monterey County communities and visitors; and

WHEREAS, the 2028 Olympics Games will be hosted in Los Angeles, and official venues will be in other large metropolitan areas such as San José and San Diego; and

WHEREAS, the 2028 Olympics Games will attract millions of domestic and international tourists that would choose to take rail or air service between southern and northern California; and

WHEREAS, there is a gap in state-supported passenger rail service between San Luis Obispo and San Jose on the Pacific Coast Route connecting Southern and Northern California with no state-supported trains that connect Los Angeles and the San Francisco Bay Area; and

WHEREAS, existing rail infrastructure could support an additional passenger train frequency if train equipment and rail crews can be provided; and

WHEREAS, the Coast Rail Coordinating Council is now identifying the funding need to support planning, capital, and operations of a passenger rail pilot service during the Olympics; and

WHEREAS, a passenger rail pilot service for the 2028 Olympic Games would leverage interest in transportation for this international event and serve to complement implementation of ongoing, regular passenger rail service to Monterey County; and

WHEREAS, State-supported intercity passenger rail operations, including new passenger rail services now operating between Los Angeles and San Luis Obispo, and San Luis Obispo to San Diego on the *Pacific Surfliner* trains are only funded through June 2027 and should be continued to allow for a pilot Central Coast passenger rail service through the Summer 2028 Olympics;

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

1. Support fully funding Annual Business Plans for the Capitol Corridor and Los Angeles-San Luis Obispo-San Diego (LOSSAN) Corridor intercity passenger rail services to maintain operations funding needed to sustain pre-COVID passenger service levels and allow for planned expansion of State-supported intercity passenger rail service in the Central Coast Rail Corridor; and

2. Support efforts by the Coast Rail Coordinating Council to provide passenger rail pilot service between Los Angeles-San Luis Obispo-San Franciso Bay Area during the 2028 Olympics Games.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5F.

Approve a Resolution Authorizing the City Manager to Submit a Census Tract Nomination to the Governor's Office of Business and Economic Development (Go-Biz) for the Opportunity Zones 2.0 Program

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Nick McIlroy, City Planner; Asia King, EMC Planning
SUBJECT: Authorization to Submit Local Authority Recommendation for Federal Opportunity Zone 2.0 Designation (Census Tract 06053014000)
DATE: July 7, 2026

INTRODUCTION

The purpose of this staff report is to inform the City Council of the current State of California nomination round for the federal Opportunity Zones 2.0 (OZ 2.0) program. This report provides the administrative background, localized selection criteria, and a structured implementation plan to secure a permanent 10-year federal tax incentive designation for Sand City Census Tract 06053014000.

Passage of this item simply authorizes City staff to finalize and submit the Local Authority Recommendation Form through the Governor's Office of Business and Economic Development (GO-Biz) portal prior to the state's strict July 25, 2026, deadline.

BACKGROUND / DISCUSSION

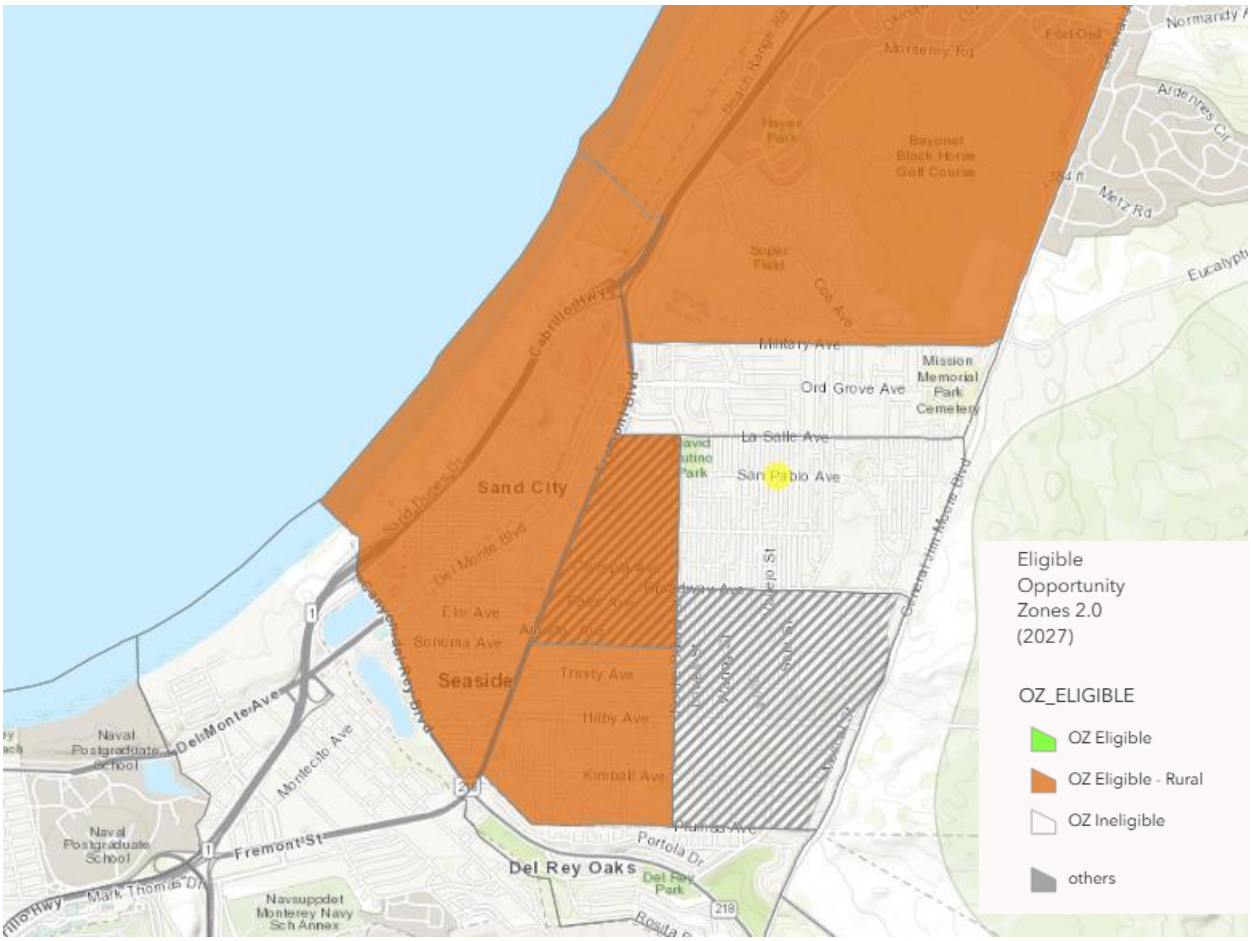
The Tax Cuts and Jobs Act of 2017 originally established the Opportunity Zone program to spur long-term private sector equity investments in economically distressed communities. In 2025, the federal government passed the One Big Beautiful Bill Act (OBBBA), permanently integrating the program into the federal tax code and establishing a rolling 10-year nomination cycle.

The program allows individuals and corporations to roll recent capital gains into a Qualified Opportunity Fund (QOF). In return, investors receive total federal tax forgiveness on the new investment's appreciation if held within the zone for at least 10 years. The program mandates a 50% substantial improvement threshold, ensuring funds are directly deployed into physical construction, rehabilitation, and infrastructure rather than passive land acquisition.

State Nomination Mechanics

The State of California is authorized to recommend up to 25% of its eligible low-income census tracts, placing a strict statutory cap of 618 designated tracts statewide. GO-Biz evaluates local submissions across three distinct categories:

1. Community Test: Verifies that the tract represents an underinvested community where capital injection will not trigger involuntary displacement.
2. Market Test: Measures existing investor appetite and local demand for multi-family housing or commercial infill.
3. Policy Test: Assesses "development readiness," looking for pre-entitled building pipelines and complementary public investments.



Map of Sand City Census Tract showing OZ Eligible for Cycle 2.0 - Rural

Sand City Strategic Positioning

Sand City features exactly one qualifying census tract: Tract 06053014000. While federal predictive models view our coastal location as highly attractive, local infrastructure hurdles and construction premiums on coastal dune soils have caused private developers to

hesitate. Securing an OZ 2.0 designation provides potential developers with the federal tax cushion needed to unlock private equity and accelerate local investments.

Staff will anchor our state application on five major local elements that prove Sand City is uniquely qualified:

- The South of Tioga Project: This is our premier shovel-ready development. It possesses a fully certified Environmental Impact Report (EIR) and a vested tentative map. The tract contains two massive residential projects that are entirely shovel-ready, including 356 multi-family housing units (with 52 units earmarked as affordable housing). An OZ 2.0 designation will help private equity close the final funding gap to break ground on these residential phases.
- The Art Park Project: Located in our vibrant West End, this major multi-use housing and community space project is moving steadily through the planning pipeline. It is projected to be fully development-ready within the next three to four years, offering a perfect mid-term target for private equity funds.
- Guaranteed Water Capacity: Unlike many coastal California communities facing severe water restrictions, Sand City owns and operates its own Local Desalination Plant. This facility guarantees independent water capacity for new projects, removing the single largest barrier to regional development and heavily incentivizing private builders.
- Active Public Infrastructure Upgrades: The application will benefit from the City's current infrastructure improvement endeavors such as the West End Stormwater Project and our city-wide Streets Maintenance and Rehabilitation Project, ensuring new developments are supported by modern utilities and roads.
- Coastal and Multi-Use Trails: Our ongoing expansions of the Coastal Trail and regional Multi-use Trails are transforming Sand City into a highly walkable, transit-friendly destination. This connects directly with the regional *Uplift Central Coast* plan, which prioritizes eco-tourism and the creative arts as essential future economies for our region.

TIMELINES

The nomination and review timeline is compressed, requiring immediate coordination between city staff, regional partners, and state administrators:

- **July 1, 2026**: GO-Biz Local Authority Recommendation portal formally opens.
- **July 7, 2026 (Tonight)**: City Council formal authorization.
- **Mid-July 2026**: Compilation of mechanical infrastructure metrics (utility proximity, 3-phase power verification) for potential projects.
- **July 25, 2026**: Hard deadline to submit the online Local Authority Recommendation Form (11:59 PM PST).

- **Fall 2026**: State evaluation period and submission of California's final list to the U.S. Department of the Treasury.
- **January 1, 2027**: Federal certification takes effect, locking in the new Opportunity Zone map through 2037.

CEQA:
This informational update and authorizing staff to submit a federal tax designation recommendation does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378(b)(5). This action is an organizational and administrative activity of the government that will not result in direct or indirect physical changes to the environment.

FISCAL IMPACT:
If designated, the long-term fiscal impact to Sand City will be highly positive. Authorizing staff to submit the recommendation form has no immediate impact on the City's General Fund. The administrative costs associated with verifying tract data, coordinating with regional partners, and completing the online portal are fully covered under existing professional planning services budgets and standard staff operational allocations.

RECOMMENDATION
It is recommended that the City Council accept this report and explicitly authorize the City Manager or her designee to carry out all necessary tasks to complete and submit the Opportunity Zones 2.0 Local Authority Recommendation Form to GO-Biz by the July 25, 2026, deadline.

ATTACHMENTS:

1. Resolution
2. Opportunity Zones 2.0 Memo

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO SUBMIT A CENSUS TRACT NOMINATION TO THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT (GO-BIZ) FOR THE OPPORTUNITY ZONES 2.0 PROGRAM

WHEREAS, the federal Opportunity Zone program was originally established by the Tax Cuts and Jobs Act of 2017 to spur long-term private sector equity investments in economically distressed communities; and

WHEREAS, in 2025, the federal government passed the One Big Beautiful Bill Act (OBBBA), which permanently integrated the Opportunity Zone framework into the federal tax code and established a rolling 10-year nomination cycle known as Opportunity Zones 2.0 (OZ 2.0); and

WHEREAS, the State of California, through the Governor's Office of Business and Economic Development (GO-Biz), has opened a formal nomination window for local jurisdictions to recommend qualified census tracts for designation under this new OZ 2.0 framework; and

WHEREAS, the State's selection criteria for this round evaluates local submissions across community, market, and policy tests, heavily prioritizing areas with clear development readiness, independent infrastructure capacity, and alignment with Regional Housing Needs Allocation (RHNA) goals; and

WHEREAS, the City of Sand City features exactly one qualifying census tract, designated as Census Tract 06053014000, which possesses significant, immediate potential for commercial infill, mixed-use infrastructure, and multi-family housing; and

WHEREAS, an Opportunity Zone 2.0 designation will layer effectively with the City's existing public investments—including the South of Tioga project area, the upcoming West End Art Park housing project, the West End Stormwater Project, the Streets Maintenance and Rehabilitation Project, the Local Desalination Plant, and the expanding regional Multi-use Trails; and

WHEREAS, submitting local recommendations to GO-Biz must occur prior to the state's strict, non-negotiable closing deadline of July 25, 2026; and

WHEREAS, this administrative action to nominate a census tract does not authorize physical development or constitute a "project" under Section 15378(b)(5) of the California Environmental Quality Act (CEQA) Guidelines and therefore carries no immediate fiscal impact on the City's General Fund.

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

1. Approved Tract Nomination: The City Council hereby approves the formal recommendation and nomination of Census Tract 06053014000 to the State of California for designation as a Qualified Opportunity Zone 2.0.

2. Authorization of City Manager: The City Manager, or her designee, is authorized and directed to execute and submit the official Local Authority Recommendation Form, alongside any required supporting technical documentation, to GO-Biz prior to the July 25, 2026 deadline.
3. Execution of Administrative Documents: The City Manager and designated city staff are fully authorized to carry out all necessary tasks, compile localized developmental data, coordinate with regional stakeholders and adjacent jurisdictions on contiguous boundaries, and take all further administrative steps necessary to advance this census tract nomination through the state and federal review processes.

PASSED AND ADOPTED by the City Council of the City of Sand City this 7th day of July 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Memorandum

Opportunity Zones

Requesting A State Designation

July 2026

Prepared by

EMC Planning Group

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1. Program Memorandum

Opportunity Zones 2.0

The Tax Cuts and Jobs Act of 2017 created the Opportunity Zones (OZ) 1.0 program to incentivize private equity investments in distressed communities through tax benefits. In 2023, the OBBBA adjusted and extended the program, making OZ 2.0 a permanent part of the tax code.

The program incentivizes patient, private capital investment in qualified census tracts by allowing capital gains tax deferrals and forgiveness for investors. Any investor, including individuals, corporations or institutions, can invest a recent capital gain into an OZ and receive preferential tax treatment.

How OZs Work

Investors contribute an equity interest to properties or businesses through a Qualified Opportunity Fund (the legal framework for a specific project). Qualifying projects fall into broad property or businesses categories, including mixed-use housing/commercial real estate, local operating businesses, manufacturing, energy projects and commercial properties.

Investments must be additive, leading to "substantial improvements". For Sand City's census tract, the substantial improvement threshold is 50% improvement. This means that a qualifying project must improve the property or business by at least 50%. Sales and acquisitions of properties alone do not meet that threshold.

The program is structured to incentivize investments to be part of a capital stack or vested effort, to help get projects off the ground, and to mobilize local reinvestment into a community. The program is meant to help address rental housing shortages and spark economic development in industrial and commercial activities

Project Examples

Successful OZ during program 1.0 saw the most investment in vacant infill parcels redeveloped into multifamily rental housing. Mixed-use commercial/residential development, commercial real estate, and adaptive reuse of industrial and historic properties. While investment in businesses is also eligible, the nature of patient capital and equity stakes deterred this kind of investment in 1.0.

2. Designation Criteria

State Recommendation

Eligible census tracts are recommended for designation by their state. The state of California can recommend up to 25% of eligible tracts, or 618 tracts. Tracts will be chosen based on a three-part test based on economic need, development potential and local readiness.

1. Community Test: Does the tract actually represent a distressed community that will benefit from investment? Is investment there going to create displacement or residents and businesses? Or does the tract qualify as low income for some other reason (think college towns, retirement communities, industrial districts)?
2. Market Test: Is this area likely to attract investment? Is there a demand for market rate housing, commercial or industrial development? Is there a large jobs/housing mismatch?
3. Policy Test: Is the tract development ready? Are there shovel ready projects? Are local regulations development friendly? Is there a pipeline of projects? Is there other government investment (grants, TIFs, NMTCs, Bonds, etc.)?

The Governor's Office of Business and Economic Development (GO-Biz) is accepting recommendations for local tracts until July 25th. The Local Authority Recommendation Form must be filled out online. They have said they will be prioritizing tracts that align with existing state/regional economic development efforts, including tracts that:

- Align with regional Jobs First, Statewide blueprint
- Attract private investment in affordable housing to reach RHNA goals
- Have shovel ready sites as defined by GO-BIZ
- Have demonstrated or planned public investment

3. Sand City Designation

Application Strategy

Competitive Advantage

Sand City is well positioned to apply for an OZ designation for census tract 140 based on the following:

1. The city is development ready:
    - Housing Element Site Inventory ready for development and will meet RHNA
    - Pipeline projects (SOT, The Independent, Art Park, Salvation Army).
    - City-wide ITP
    - Updated planning documents to be growth focused.
    - Preparing for climate adaptation, and it is
    - Actively marketing itself for investment.
2. Shovel ready: the SOT parcels slated for multi-family residential buildings have a vested tentative map. This is a giant housing project that needs additional incentive to get across the finish line.
3. Economic Priorities: Sand City's transition into a tourism economy is supported by the region's Job First plan, Uplift Central Coast, which designates tourism and the arts as essential economies on the Central Coast.
4. Government Investment: The City has been preparing for growth through local investment. The desal plan enables growth, the multiuse trail and Art Park expand essential infrastructure, making way for new housing and population growth.

Disadvantages

After almost ten years of OZ 1.0, the federal government has identified patterns across designated OZs that may indicate success going forward with 2.0. Using these patterns of data, they have formulated a predictive model to indicate which tracts eligible for 2.0 are either likely to attract capital, unlikely to attract capital, or likely to attract capital even without an OZ designation. The program will be looking for the "Goldilocks" tracts that are likely to attract capital IF they are designated an OZ. While the State's program administrators have said they will look at the predictive model, they will also use qualitative, on the ground information to review recommendations.

Sand City's tract 140 falls into the "likely to attract capital even without an OZ designation" category. The City will need to argue why private investment has been hesitant thus far, what their barriers have been, and why a designation is essential. Along the same lines, the City will need to convince reviewers that they have a real community need: does Sand City only qualify because they have a very small population, or is there a need that is specific to the place?

4. Next Steps

Action Items

1. Fill out the Local Authority Recommendation form by July 25th
2. TIF: decide if the city would like to initiate a TIF
3. Gather regional partners in support of recommendation. Gather letters of support.
4. Get City Council input.

Application Information Needs

1. Identify if any of the following exist in tract 140. If so, list date and amount of secured investment and a description of the investment: business improvement districts, benefit assessment districts, local funds directed toward infrastructure and public improvement, development impact fees, local and sales use taxes, general obligation bond measures, enterprise revenue bonds.
2. Identify addresses of all Shovel-ready sites (vacant or with a structure). Must have:
    a. Utilities at site/within 500 feet or a plan to get them there;
    b. Minimum 500 kw electric service, 3 phase power supply, 480 voltages;
    c. Zoned and fully entitled for headquarters, R&D, and/or industrial manufacturing projects
    d. Grading completed - soil characteristics disclosed and groundwork completed
    e. Environmental Impact Report (EIR) or California Environmental Quality Act (CEQA) certified, with no liabilities (soil/cleanup or any other remediation)
3. Point of Contact information

AGENDA ITEM
5G.

Adopt an Ordinance Approving a Development Agreement Between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager, Adam Lindgren, City Attorney and Nicholas McIlroy, Planning Manager
SUBJECT: Second Reading and Adoption of an Ordinance Approving a Development Agreement Between the City of Sand City and New Dawn Equity Partners, LLC (Monterey Bay Shores Resort)
DATE: July 7, 2026

BACKGROUND

Development agreements are authorized under California Government Code Section 65864 et seq. to grant long-term development certainty to property owners in exchange for public benefits.

The Monterey Bay Shores Resort project consists of a mixed-use resort on approximately 39 acres of the Sand City shoreline. The California Coastal Commission approved the Coastal Development Permit (CDP) for the project in 2014, and the City Council approved the Vesting Tentative Map (VTM) on December 15, 2015.

The City Council approved the first reading of this Ordinance on June 2, 2026.

PROJECT DESCRIPTION

The approved project spans 39 acres between Highway 1 and the Monterey Bay. The built footprint will occupy 12 acres and includes:

- 184 hotel units featuring a restaurant, conference center, spa, retail space, and pools.
- 92 visitor-serving condo units (condo-hotel).
- 92 residential condo units (straight residential).

The remaining acreage encompasses open space, beach, foredune, public trails, and utility infrastructure.

SUMMARY OF DEVELOPMENT AGREEMENT

The proposed DA establishes vested rights and regulatory certainty for construction. The Agreement has an initial seven-year term, a four-year milestone extension, and up to two years of tolling for litigation. It freezes City land use rules in effect on the Effective Date, protecting the project from future conflicting ordinances, while requiring full compliance with

current building, safety, and impact fee updates. Further, the City will receive targeted revenues, including a patrol vehicle contribution, pavement fees, parkland fees, construction sales tax allocation, and ongoing service funding via a new Community Facilities District. Standard provisions cover annual reviews, default remedies, and City indemnification.

CEQA:
The project was fully evaluated under the California Environmental Quality Act (CEQA) by the California Coastal Commission as Lead Agency. No subsequent environmental review is required under CEQA Guidelines Section 15162, as no physical changes or new impacts have been introduced.

FISCAL IMPACT:
Approval of the Development Agreement (DA) results in no net fiscal impact to the City. The Agreement provides for full reimbursement of all City staff, legal, and consultant review costs associated with project evaluation.

RECOMMENDATION:
Staff recommends that the City Council adopt the Ordinance approving the Development Agreement between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort.

ATTACHMENTS:

1. Ordinance
2. Exhibit A: Development Agreement and Exhibits A, B, and C

CITY OF SAND CITY
ORDINANCE NO SC 26-___, 2026

ORDINANCE OF THE CITY OF SAND CITY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAND CITY AND NEW DAWN EQUITY PARTNERS, LLC FOR THE MONTEREY BAY SHORES RESORT

THE CITY COUNCIL OF THE CITY OF SAND CITY HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Approval of Development Agreement.

The City Council hereby approves the Development Agreement between the City of Sand City and New Dawn Equity Partners, LLC for the Monterey Bay Shores Resort, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest to the City Manager's signature and to record the Development Agreement with the Monterey County Recorder's Office within ten (10) days of execution, in accordance with Government Code Section 65868.5.

SECTION 2: General Plan Consistency.

The City has previously examined the Monterey Bay Shores Resort Project in approving the Vesting Tentative Map and found it consistent with the City General Plan and the Local Coastal Program. The City readopts those findings by reference here and finds this Development Agreement consistent with the General Plan because the Development Agreement makes no substantive changes to the Vesting Tentative Map.

SECTION 3: **California Environmental Quality Act.**

The California Coastal Commission served as Lead Agency under CEQA for the Monterey Bay Shores Resort and completed a Substitute Environmental Document serving as the functional equivalent of an Environmental Impact Report. Pursuant to CEQA Guidelines Section 15162, the City Council finds that no subsequent or supplemental environmental review is required in connection with this Ordinance, as no substantial changes to the project or its circumstances have occurred and no new information of substantial importance has become available since the Substitute Environmental Document was completed that would require further environmental review.

SECTION 4: Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not

affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in Monterey County and circulated in the City of Sand City, in accordance with Government Code Section 36933.This Ordinance shall become effective thirty (30) days following its adoption. The Development Agreement shall become effective as of the date specified therein, consistent with the terms of the Agreement.

PASSED AND ADOPTED, by the City Council of Sand City, this 7th day of July 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:

_____
Kerry Lindstrom, City Clerk

Recording Requested by: **SAND CITY** **WHEN RECORDED, RETURN TO:** **Sand City, California** **City Clerk** **1 Pendergrass Way,** **Sand City, CA 93955**	

Space Above for Recorder's Use Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

SAND CITY, CALIFORNIA

AND

NEW DAWN EQUITY PARTNERS, LLC RELATING TO THE

DEVELOPMENT COMMONLY KNOWN AS

THE MONTEREY BAY SHORES RESORT

DEVELOPMENT AGREEMENT BY AND BETWEEN SAND CITY CALIFORNIA AND NEW DAWN EQUITY PARTNERS, LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS THE MONTEREY BAY SHORES RESORT

This Development Agreement ("***Agreement***") is entered into as of _____, 2026, by and between the City of Sand City, a municipal corporation and charter city ("***City***"), and New Dawn Equity Partners, LLC, a Delaware limited liability company registered in California ("***NEW DAWN***" or "***Developer***"). City and Developer are sometimes referred to individually herein as a "***Party***" and collectively as the "***Parties.***"

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 *et seq.* ("***Development Agreement Statute***"), which authorizes a city to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. Developer has a legal or equitable interest in approximately Thirty-Nine and Four Hundredth (39.04) acres of real property in Sand City, located Assessor's Parcel Number(s) 011-501-014. The foregoing properties are more specifically described in the legal description in Exhibit A and shown on the map set forth in Exhibit B, both of which are attached hereto and incorporated herein (collectively, "***Subject Property***").

C. The Subject Property extends along approximately 1,500 linear feet of the City's shoreline in the dunes between Highway One to its east (and the Monterey Bay Sanctuary Scenic Trail, a widely used public recreational access trail located just seaward of Highway One) and the Monterey Bay, between Fort Ord Dunes State Park (upcoast) and Monterey Peninsula Regional Park District's Eolian Dunes Preserve (downcoast). The Subject Property is located immediately seaward of the Fremont Street exit/entrance along southbound Highway One at the upcoast and seaward edge of the City (the City limit line runs along the State Park boundary). The Subject Property is an undeveloped dune area, a former sand-mining site, that is part of the undeveloped dunes extending both up and downcoast on the adjacent public park lands.

D. The Project was initially approved by the City on December 1, 1998 by Resolution No. SC 98-93. As approved by the City, the Project included:

1) a 228-room hotel;

2) 132-unit vacation ownership resort;

3) 76 visitor serving (rental pool) condominium units;

4) 161 residential condominium units;

5) auxiliary facilities including a restaurant, conference rooms, and other commercial auxiliary facilities;

6) open space, public access trails and recreation area; and

7) 10.2 acres of restored and stabilized sand dune habitat.

E. The Project was considered and reviewed by the California Coastal Commission (**"Coastal Commission"**) multiple times before the Coastal Commission ultimately approved a Coastal Development Permit (CDP) A-3-SNC-98-114 in April 2014. The CDP was issued on November 9, 2015. All Pre-Construction conditions, as set forth in Special Condition 2 of the CDP, were met by December 2017, with Coastal Commission signoff on February 2, 2018 authorizing grading and construction of the Monterey Bay Shores Resort to proceed forward on the subject property as specified in the CDP and Habitat Protection Plan (HPP) (collectively the "**Monterey Bay Shores Resort**" or "**Project**"). The City issued a Building Permit No. 1272 after which grading commenced in February 2018. This Agreement does not make any changes to the CDP.

F. The Project has multiple Land Use Plan ("**LUP**") and Implementation Plan ("**IP**") land use designations, including visitor-serving commercial, visitor-serving residential (medium density), medium density residential, and public recreation. The applicable Local Coastal Program ("**LCP**") explicitly states that these densities are maximums, and the LUP requires permitted development intensity to be limited so that constraints such as public access and recreation needs, natural hazard avoidance, dune habitat and natural landform protection, and public view protection and enhancement are adequately addressed.

G. The Parties desire to develop the Subject Property with extensive hospitality, residential and commercial uses that will benefit the City and the broader community on the Monterey Peninsula. As described more fully in the Approvals (as that term is defined below), the Monterey Bay Shores Resort will involve the creation of three new parcels as described in the VTM (12.496-acre, 9.884-acre, and 16.665-acre), which will allow for all of the following development:

- A total of approximately 1,337,909 square-feet mixed-use residential and visitor-serving project including 184 hotel units, 92 straight residential condominium units, and 92 visitor-serving residential condominium units (akin to quasi residential condo-hotel units), courtyards/gardens, restaurant, conference center, spa, retail, 3 swimming pools, and surface and underground parking for 947 vehicles. The Project is designed to be set into the dunes, and the development program would occupy approximately 12 acres of the Project Site.

- The 16.665-acre parcel would include the beach, foredune, and underwater area.

- The 12.496-acre parcel would be occupied by the main resort, including the hotel, spa, and condo-hotel components, as well as the surrounding dune area.

- The 9.884-acre parcel would be occupied by the straight residential component of the Project.

- The Project also includes a roadway extension from inland public roads, three entrance driveways from the roadway extension, public access trails and amenities, including public parking, dune restoration, utility extensions and

infrastructure, and related development (i.e., gate and gatehouse, emergency access road, tunnel access to resort, signs, fences, lights, trails, etc.)

H. The Project is consistent with the General Plan and Local Coastal Program as specified in the VTM, the findings of which are attached as Exhibit C and incorporated herein. Nothing in the Coastal Commission's Project Approvals changed the evidence supporting the General Plan consistency. The Project remains consistent with the City's General Plan.

I. To comply with the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.;* "***CEQA***"), in December, 1998, at a duly noticed public hearing, the Sand City City Council ("***Council***") adopted the Environmental Impact Report for the Monterey Bay Shores Resort 1997061005, and in October, 2008, the Council adopted an Addendum to the Final EIR ("***EIR***"), as described more fully in the Resolution, and made the required findings.

J. The Coastal Commission assumed de novo jurisdiction over the Coastal Development Permit, which incorporated the vesting tentative map originally approved by the City, during the Original Project's appeal process, making the Coastal Commission the Lead Agency on the Project and the City a Responsible Agency for the Project for the purposes of the CEQA, where the Coastal Commission's Staff Report, Findings, and Revised Findings provide a full and detailed evaluation of the potential environmental effects of the Reduced Project, including hazards (coastal and geologic hazards, sea-level rise, and bluff-top edge erosion/retreat), visual resources, natural resources, traffic and circulation, lower-cost visitor-serving facilities, public access and recreation, and public services whereby the Coastal Commission Staff Report serves as the functional equivalent of an EIR (sometimes called a Substitute Environmental Document), in accordance with CEQA.

K. At the same duly noticed public hearing on December 15, 2015, the Council adopted Resolution SC 15-78 approving the vesting tentative map ("***VTM***"). The VTM allows for all future final maps, parcel maps to be recorded in phases. The City wishes to obtain reasonable assurances that Developer will provide and implement the public benefits in accordance with the terms of this Agreement, and Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the terms of this Agreement and the Project Approvals. Therefore, the Parties wish to enter into this Development Agreement.

L. Following initial adoption of Resolution SC 15-78, the Council adopted the following additional discretionary approvals for the Project:

1) February 2018: The City Council adopted Resolution SC 18-15 recognizing the 14-month litigation stay and extending the VTM expiration date to February 14, 2019.

2) February 5, 2019: The City Council adopted Resolution SC 19-07 granting an additional one-year extension of the VTM pursuant to Government Code §§ 66452.6(a)(1), 66463.5(a), and applicable provisions of the Sand City Municipal Code, extending the VTM to February 14, 2020.

3) January 16, 2020: The City Council extended the expiration date of the VTM for the Project for a five (5) year extension with expiration on February 14, 2025.

4) The VTM was statutorily extended pursuant to AB 2729, which automatically extends the life of qualifying vesting tentative maps by 18 months, to August 14, 2026.

M. Following the years of work on the entitlements, the Project is now approved by the Coastal Commission and the Developer is ready to proceed with construction. The Developer is seeking this Development Agreement to extend the life of the map and Project Approvals to allow a reasonable amount of time to proceed with development. In exchange for this Agreement the City would receive additional and updated financial consideration that will not modify the LUP, the CDP or cause any physical change to the Project.

N. City has given the required notice of its intention to consider adoption of this Agreement and has conducted the required public hearings thereon. City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and found that the provisions of this Agreement and its purposes are consistent with the Development Agreement Statute and the applicable goals, policies, standards, and land use designations specified in the General Plan and Local Coastal Program. On _____, 2026, consistent with the Development Agreement Statute, at a duly noticed public hearing, the Council, serving as the City's Planning Agency for purposes of Development Agreement review pursuant to Government Code section 65867, held a public hearing to consider this Development Agreement.

O. On _____, 2026, consistent with the Development Agreement Statute, at a duly noticed public hearing, the Council considered this Agreement. The Council also confirmed that since the EIR was certified, and the Coastal Commission did its functional equivalent of an EIR review in accordance with CEQA, there had been no substantial changes to the Monterey Bay Shores Resort or to the circumstances under which it will be undertaken, and no new information had become available, which would require further environmental review to be conducted. Therefore, no additional environmental review was necessary in order for the Council to take action on this Agreement. Thereafter, the Council approved this Agreement, and introduced Ordinance No. _____, after making the required findings ("***Development Agreement***" or "***Agreement***"). Subsequently, on _____, 2026, the Council conducted a second reading on and adopted the foregoing ordinance approving the Development Agreement.

P. Collectively, each of the permits, entitlements, and approvals for the Monterey Bay Shores Resort referenced in Recitals A-O above, shall each be referred to as a "***Current Approval***" and, collectively, "***Current Approvals.***" The Current Approvals include the vesting tentative map; pursuant to California Government Code 65943, once a vesting tentative map is approved or conditionally approved, the developer may proceed with development in substantial compliance with the ordinances, policies, and standards in effect on the date that the developer's application for a vesting tentative map was deemed complete; the application for the VTM was deemed complete by the City on _____; therefore, subject to the terms and conditions of this Development Agreement, the Current Approvals allow the Project to proceed with development in substantial compliance with the City ordinances, policies, and standards in effect on _____, subject to the terms of the VTM (which provides in part that public improvements shall be designed and constructed in accordance with City standards in effect "at the time development occurs"). Notwithstanding the foregoing, the Parties acknowledge and agree the authority of a City to impose conditions to later approvals,

after a VTM extension, pursuant to *McMullan v Santa Monica Rent Control Bd.* (1985) 168 CA3d 960. Notwithstanding anything to the contrary in the foregoing, with respect to the Coastal Development Permits referenced in Recital I above, the Parties recognize the continuing state authority of the California Coastal Commission under the Coastal Act (Pub. Res. Code § 30000 *et seq*.).

P. City anticipates that during the Term (as that term is defined below) of this Agreement and subsequent to the Effective Date (as that term is defined below), Developer will seek from City (as well as other public agencies having jurisdiction over aspect(s) of the Project) certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Monterey Bay Shores Resort. Those Subsequent Approvals (as that term is defined below) consist of any approvals, entitlements and/or permits that may be necessary or desirable to develop the Monterey Bay Shores Resort and may include, without limitation, tentative and final subdivision map(s), parcel map(s), lot line adjustment(s), conditional use permit(s), coastal development permit(s), design review, tree removal permit(s), sign permit(s), permit(s) under Section 404 of the Clean Water Act, permit(s) under the Federal Endangered Species Act and California Endangered Species Act, encroachment permit(s), vacation and/or abandonment of public roadway(s), demolition permit(s), grading permit(s), building permit(s), and/or certificate(s) of occupancy (each a "***Subsequent Approval***" and, collectively, the "***Subsequent Approvals***").

Q. The terms and conditions of this Agreement have undergone review by City staff, its Planning Department, the City Attorney, as well as review by the Council at duly noticed public meetings and hearings and have been found to be fair, just, and reasonable, and in conformance with City's General Plan, Local Coastal Program and City's Municipal Code; and, further, City finds that the interests of its citizens and the public health, safety, and welfare will best be served by entering into this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, City and Developer agree as follows.

AGREEMENT

ARTICLE I. DESCRIPTION OF SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.

Section 1.01. Description of Subject Property. This Agreement vests the laws applicable to development of the Monterey Bay Shores Resort on the Subject Property as of the Effective Date.

Section 1.02. Proposed Development. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to construct the Monterey Bay Shores Resort in accordance with the Current Approvals. Developer shall have the right to have Subsequent Approvals and amendments to the Current Approvals considered for approval or denial, based upon the terms, standards, and requirements set forth in the Current Approvals. In exercising its discretion when acting upon Subsequent Approvals, the City shall apply the Current Approvals as the controlling body of law within which the City's discretion shall be exercised. Notwithstanding the foregoing or anything to the contrary herein, any amendment to the Project Approvals shall not become part of the law Developer is vested into under this Agreement

unless an additional amendment of this Agreement is entered into between Developer and City in accordance with this Agreement or a new vesting tentative map is granted.

Section 1.03. Effective Date. The rights, duties, and obligations hereunder shall be effective, and the Term (as that term is defined in Section 1.05 below) shall commence on the "***Effective Date,***" which shall be the effective date of this Development Agreement. The Effective Date shall be inserted above, where indicated. The Parties acknowledge that Section 65868.5 of the Development Agreement Statute requires that City record this Agreement with the Monterey County Recorder's Office no later than ten (10) days after the Parties enter into this Agreement and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties hereto, subject to the assignment provisions in Article IX below.

Section 1.04. Initial Term. The term of this Agreement shall commence on the Effective Date and shall expire seven (7) years thereafter ("***Initial Term***") unless it is sooner terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement shall automatically terminate upon expiration of the Initial Term unless otherwise extended pursuant to Section 1.05 below, and shall, upon termination, be of no further force and effect except for the provisions of this Agreement that expressly survive termination. At such time as this Development Agreement expires, Developer shall thereafter retain no vested rights under this Development Agreement except for the provisions of the Agreement that expressly survive termination, and City shall have the right to apply new laws, regulations, and fees to the development of the Subject Property; provided, however, this Section 1.04 shall not be interpreted to diminish any vested rights that Developer may have obtained pursuant to the VTM and/or common law.

Section 1.05. Extended Term. The Term of this Agreement may be extended beyond the Initial Term only in the manner provided in this Section 1.05. The Initial Term, together with any extension(s) of the Initial Term under this Section 1.05, are collectively referred to as the "***Term.***" Unless earlier terminated pursuant to the terms hereof, following the expiration of the Term or the earlier completion of the Project and satisfaction of the Parties' respective obligations in connection therewith, this Agreement shall be deemed terminated and of no further force and effect, except for the provisions of this Agreement that expressly survive termination.

(a) **First Term Extension.** So long as Developer is in compliance with the terms and provisions of this Agreement and Developer has received final building permits for and commenced substantial vertical construction of one or more buildings for residential or hotel use, then Developer shall have the right, in its discretion, to extend the Initial Term by one (1) additional period of four (4) years. In the event Developer desires to so extend this Agreement, then Developer shall give the City Planning Department and the City Planner a written extension notice at least one hundred twenty (120) days before the end of the Initial Term.

(b) **Additional Extensions; Tolling.** In addition to the First Term Extension under Section 1.05(a) above, the Term may be further extended or tolled as provided in this Section 1.05(b); provided, however, that the period(s) during which this Agreement is extended and/or tolled under this Section 1.05(b) shall, under no circumstances, exceed a total of two (2) years, which two-year limit shall be calculated by combining any and all period(s) during which the Agreement is extended and/or tolled.

(i) Tolling for Third-Party Lawsuit. If any third party files a lawsuit to challenge this Agreement, City's CEQA determination made in connection with its consideration of this Agreement and/or any other Current Approval(s), any Subsequent Approval(s), or any action taken or finding made by City in connection with the Current Approvals or Subsequent Approvals (each a "***Third-Party Lawsuit***"), Developer may request that the Term be tolled during the pendency of the Third-Party Lawsuit by providing a written notice ("***Tolling Notice***") to City within thirty (30) days after the commencement of the Third Party Lawsuit, and said request shall be granted by City. The tolling of the Term shall automatically begin upon City's receipt of the Tolling Notice, and it shall end on the earliest of the following to occur: (A) the date on which a court issues a final judgment in the Third-Party Lawsuit and the expiration of all appeal period(s) following that judgment; (B) the date the Third-Party Lawsuit is dismissed; or (C) the end of the two (2) year period of combined tolling allowed under this Section 1.05(b). If in a Third-Party Lawsuit, the court issues a temporary restraining order or injunction prohibiting Developer from taking action(s) to proceed with the Monterey Bay Shores Resort, the Term also shall automatically be tolled beginning on the date the temporary restraining order or injunction is issued, and ending on the earliest of the following to occur: (1) the date the temporary restraining order or injunction is lifted or vacated; or (2) the end of the two (2) year period of combined tolling allowed under this Section 1.05(b).

(ii) Tolling for Initiative or Referendum. If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify this Agreement, the other Current Approvals or the Subsequent Approval(s), or otherwise substantially impair the development of the Monterey Bay Shores Resort, the Term of this Agreement shall be tolled under this Section 1.05(c)(ii). The Term shall be automatically tolled beginning on the date that the initiative or referendum petition is submitted to the Monterey County elections official for signature verification, and ending on the date the last of the following occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures; (B) the date the measure is voted on by the Council; or (C) the date of the election on the measure, if placed on the ballot. In no event shall tolling under this subsection exceed one (1) year.

ARTICLE II. STANDARDS, LAWS, AND PROCEDURES GOVERNING THE PROPOSED DEVELOPMENT.

Section 2.01. Vested Right to Develop. In recognition of the extraordinary, long-term investment in planning, engineering, design, technical review, and legal resources necessary to develop the Subject Property with the Project, in addition to substantial capital invested in the Project, subject to the terms of this Agreement, Developer shall have the right to develop the Monterey Bay Shores Resort in accordance with all valid permits, approvals (including the CDP), applicable written ordinances, resolutions, statutes, codes, laws, rules, regulations, initiatives, referenda, and/or official policies of City, including, without limitation, City's zoning code (SCMC Title 18); City's General Plan; Local Coastal Program; City's environmental laws, entitlements, approvals, licenses and permits issued to Developer by City (including, without limitation, the Current Approvals), and City's franchise agreements, in effect on the Effective Date of this Agreement (collectively, "***City Rules***") and to have Subsequent Approval(s) considered for approval or denial, based upon the terms, standards, and requirements set forth in such City Rules. Except as provided in this Section, this Agreement does not vest and Developer agrees to pay as provided below: development impact fees, exactions, permit processing and inspection fees and charges, and utility fees (including taxes, assessments, fees and charges).

Section 2.02. Development Standards. The permitted uses of the Subject Property, the density and intensity of uses, the maximum height, bulk, and size of the proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of development applicable to the Monterey Bay Shores Resort shall be as set forth in the Current Approvals and City Rules.

Section 2.03. Vested Against Moratoria, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, City agrees that, except as otherwise expressly provided in or expressly limited by the provisions of this Agreement, this Development Agreement vests the Project against subsequent City Rules that would directly or indirectly limit the rate, timing, or sequencing of development of the Project on the Subject Property, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Current Approvals and the Subsequent Approval(s) as and when approved.

Section 2.04. Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement, engineering standards, and construction standards and specifications applicable to public improvements in the Project, including public improvements to be constructed by the Developer, shall be those in force and effect at the time of approval by the City of the applicable permit.

Section 2.05. Vested Rights Exclude Building and Fire Codes. Notwithstanding the foregoing or anything to the contrary in this Agreement, City shall apply to the Project the applicable provisions of the California Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Fire Code, Water Conservation laws; Energy Code, Green Building Standards, as may be amended from time to time, as adopted by the City of Sand City, any City specifications, and Federal Americans with Disabilities Act (ADA) (collectively, "***Applicable Uniform Codes***") in effect at the time the applicable building, grading, encroachment or other construction permit is submitted for review for the Project. If no construction permit is required for infrastructure improvement(s), such improvement(s) shall be constructed in accordance with the Applicable Uniform Codes in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Applicable Uniform Codes in effect at the time the applicable replacement permit is granted for the Project.

Section 2.06. Vested Rights Exclude Processing Fees and Charges. Due to the scope and scale of the Project, City expenses to process the Subsequent Approval(s) and to conduct plan check and inspections are expected to exceed City's standard processing fee schedule. Rather than pay the standard processing fees as set forth in City's adopted fee schedule, Developer shall pay City the actual cost of time and expenditures of City employees, attorneys and consultants directly spent to process the Subsequent Approval(s) and to conduct plan check and inspections for the Project (collectively, "***City Processing Costs***"), subject to City's provision of reasonable documentation to Developer in the form of monthly invoice(s) that detail the City Processing Costs for both individual personnel and specific cost expenditures (e.g., copying, etc.).

Section 2.07. Vested Rights Exclude Changes in State or Federal Laws. This Agreement shall not preclude the application to development of the Subject Property of changes

in City Rules, the terms of which are specifically mandated and required by changes in state or federal law(s) and/or regulation(s). In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the Party identifying the conflict shall provide the other Party, as soon as practicable after the conflict becomes known to the notifying Party, written notice of the conflict, a copy of the law(s) and/or regulation(s) that give rise to the conflict, and a statement explaining the nature of the conflict. Within thirty (30) days after that notice is given, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with the state and/or federal law(s) and/or regulation(s) giving rise to the conflict, pursuant to Government Code section 65869.5. If Developer does not consent to an amendment that is required to make this Agreement consistent with state and/or federal law(s) and/or regulation(s) in accordance with Government Code section 65869.5, City shall provide Developer written notice of the immediate suspension of this Agreement, and the Agreement shall remain suspended until the date the Agreement is so amended. The Term shall not be tolled or extended for any period of suspension under this Section 2.07.

Section 2.08. Vested Rights Exclude Development Impact Fees. This Agreement does not vest Developer with any rights with respect to payment of development impact fees, Developer shall pay the applicable Impact Fee(s) that is in place at the time said fees are due and payable, subject to Developer's right to protest and/or pursue a challenge in law or equity to any such fee(s) as provided for under applicable laws and regulations. Nothing in this Section 2.08 shall preclude the City from nor commit the City to allowing the Developer to pay certain of its Impact Fees prior to issuance of certificates of occupancy, rather than prior to issuance of building permits. For purposes of this Agreement, "***Impact Fee(s)***" means any monetary amount charged by City or other governmental or quasi-governmental agency in connection with a Project Approval in order to lessen, offset, mitigate or compensate for the impacts of development of the Project on the environment, facilities, services, improvements and/or infrastructure; or other public interests, including, without limitation, any "fee" as that term is defined by Government Code section 66000(b) as well as any fee imposed "in lieu of" an Exaction. For purposes of this Agreement, "***Exaction***" means an exaction that may be imposed by City as a condition of developing the Project, including, without limitation, requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements; this is the case whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, or impositions made under the City Rules. For purposes of this Agreement, a requirement imposed by City or other governmental or quasi-governmental authority on the Project that meets both the definitions of an Impact Fee and an Exaction shall be considered to be an Impact Fee.

(a) **Park Land Exaction and Fee Obligation.** Developer shall satisfy the park dedication and fee obligations set forth in Sand City Municipal Code Chapter 17.68 as provided in this Subsection 2.08(a). Developer shall pay the full sum required by the statute ("Parkland Fees"). Developer agrees to pay the required Parkland Fees as a condition of and at the time of Final Map approval.

Section 2.09. Priority of Enactments. In the event of any conflict or inconsistency between this Agreement and the Current Approval(s), or between this Agreement and any Subsequent Approval(s), to the fullest extent legally possible, this Agreement shall prevail and control.

Section 2.10. Life of Vesting Tentative Map and Other Approval(s). The term of all Current Approvals including, without limitation, the VTM (pursuant to Government Code section 66452.6(a)), shall be deemed extended for the longer of the Term of this Agreement or the term otherwise applicable to such Approval(s).

Section 2.11. Timing of Construction and Completion of Project. As required in the Vesting Tentative Map Condition of Approval No. 5, Developer shall "Clearly identify the estimated timing and phasing of the proposed development, including site and land development, roads and utilities, vertical construction and all other improvements. Proposed project phasing shall be subject to review and approval by the City's [sic] by the City's Planning, Building, Engineering, and Fire Departments, as well as the corresponding Utility Agencies with jurisdiction over the proposed utility infrastructure" (the "**Development Phasing Schedule**"). At least six (6) months prior to the application for any City-issued permits for the Project, Developer will propose the Development Phasing Schedule, and submit it to the City for review, consideration and approval by the City Manager. Failure to complete construction within the periods specified in the Development Phasing Schedule is a violation of this Agreement.

Section 2.12. Actions by Other Public Agencies Necessary to Implement the Approvals. The Developer is responsible for securing permits and approvals for the Project from a number of other public agencies. Upon request of the Developer, the City will provide reasonable cooperation and assistance to the Developer to process such permits and approvals. The City's cooperation and assistance could include answering questions about the Project in person or in writing. The Developer recognizes that the City has a small staff with limited time and resources. The City's cooperation and assistance shall not include the City assuming a lead role with any agencies, taking or threatening legal action, nor taking positions that are inconsistent with any City law in effect on the Effective Date of this Agreement.

Section 2.13. Improvement Security; Property Restoration. Prior to Developer obtaining any building permit for the Project, except for a grading permit, Developer or the General Contractor shall provide City with a right of entry and security in a form of security bond authorized by Government Code Section 66499 et seq. and Sand City Municipal Code 17.40.180, in the amount of one million dollars ($1,000,000), for the City or its contractors to obtain necessary permits and to prevent blight and trespass on the Property; if construction is not completed consistent with the approved Development Phasing Schedule the City may draw upon the security to remove partial development and take necessary actions to restore the Property to an aesthetically pleasing and safe condition, including without limitation installing fencing, security cameras, funding additional police or private security, and erecting berms or other aesthetic mitigation from accessible or highly visible vantage points as determined by the City Manager in their sole discretion. The security under this Section shall remain in full force and effect for the Term of the Agreement.

ARTICLE III. DEVELOPER'S ADDITIONAL OBLIGATIONS.

Section 3.01. Patrol Vehicle. As a public benefit in consideration of the approvals granted herein, Developer shall pay to the City a one-time contribution in the amount of $42,000, which shall be annually adjusted by the consumer price index for San Francisco-Oakland-Hayward. to be used for the purchase of one (1) all-terrain vehicle or functional equivalent, fully outfitted with all equipment and accessories necessary for use by the City's Police Department for operations adjacent to the Property including on the beach, which may include emergency lighting, communications equipment, and safety gear (the "**Patrol Vehicle**"). Said contribution shall be paid to the City within thirty (30) days of the issuance of the first

building permit for the Project for vertical construction (not grading). In the event the City determines that an all-terrain vehicle is not the most suitable vehicle for the purposes herein, or determines that the ATV it possess is not in need of near term replacement, the City may, in its sole discretion, apply the contribution toward the purchase of a patrol vehicle of its choosing or the maintenance of patrol vehicles of its choosing. The Patrol Vehicle shall be and remain the sole property of the City upon acquisition, and Developer shall have no ownership interest or operational control thereover. Developer's obligation under this Section shall be deemed satisfied upon delivery of the required payment to the City in accordance with the terms hereof.

Section 3.02. Infrastructure and Maintenance Finance. The Parties acknowledge and agree that prior to issuance of the first (1st) building permit for vertical construction in the Project (not grading), that Developer to establish a financing mechanism to offset the increase in City service costs that will occur as a result of the Project for service outside of the Subject Property. Pursuant to the terms and conditions set forth in this Section 3.02, the Parties shall cooperate in good faith to expeditiously prepare all necessary documentation, process, set for public hearing, and obtain approval in accordance with all applicable laws and regulations to establish a Mello Roos Community Facilities District (or similar financing mechanism) and fund such costs for the Project ("**CFD**"). Developer shall participate in, vote in favor of, and pay all actual, direct costs incurred by City in establishing the CFD and causing it to fund such costs, Developer shall have the right to review and comment on all documentation and supporting technical reports prepared in connection with the CFD. The CFD may cover any municipal services allowable by law, subject to the reasonable discretion of the City.

Section 3.03. Compliance with Special Conditions in Coastal Development Permit.

(a) Developer shall comply with all special conditions in Coastal Development Permit A-3-SNC-98-114. With respect to Coastal Development Permit A-3-SNC-98-114 Special Condition (t) "Excess Sand" (as further noted in Note #16 of the VTM as "manner of disposal"), Developer shall prioritize, to the extent possible and without having to delay or impede the project's grading, excavation and construction timeline, the beneficial reuse of excess excavated sand for beach replenishment within Sand City or in a manner that otherwise benefits Sand City's shoreline and beaches (including the project's beach). The City and Developer agree to work cooperatively and in good faith to identify a suitable location within Sand City for interim stockpiling and/or beneficial reuse of excess sand, to be authorized through the applicable CDP process. In order to meet the requirements herein, the City shall be responsible for obtaining and issuing a Coastal Development Permit for this beach nourishment program before it can be implemented by Developer and the City. Developer shall bear all costs associated with the transport and delivery of excess sand to the City-designated site, provided such site is within three quarters (3/4)-mile from the Project midpoint, unless waived in the City Manager's sole discretion.

(b) Nothing in this Section shall conflict with or supersede CDP Special Condition (t) above. All sand movement and disposal within the coastal zone, except for the Project as approved by the CDP and VTM, shall be authorized pursuant to a separate Coastal Development Permit issued by the City, or Executive Director determination as required by the CDP. Any substantive change to the sand disposal or reuse plan shall be subject to separate CDP review and applicable CEQA review prior to implementation.

Section 3.04. Easements and Funding.

(a) The Parties acknowledge that Coastal Commission holds the Irrevocable Offer to Dedicate Dune Area Conservation Easement and Declaration of Restrictions (Document No. 2015062067) and the Irrevocable Offer to Dedicate Public Access Easement and Declaration of Restrictions (Document No. 2015062068) (collectively, the “Conservation Easements”), and that the Developer shall make a good faith effort to dedicate the Conservation Easements to the City, or a City-approved entity.

(b) The Parties further acknowledge that the Conservation Easements are intended to constitute qualified conservation contributions satisfying the requirements of Internal Revenue Code 26 USC §170. The City agrees to cooperate in good faith with Developer, at no cost to the City, to preserve Developer's ability to maintain or establish any available tax benefits under IRC §170 in connection with the Conservation Easements. In the event that preserving IRC §170 treatment requires transfer of the City's interest to a qualifying entity, Developer shall identify such entity and bear all costs associated with the transfer. Any such transfer shall be subject to City Council approval in the City's sole discretion and shall comply with the Grantee qualification requirements of both easement documents, including any required approval of the Executive Director of the California Coastal Commission. Notwithstanding the foregoing, the City makes no representation or warranty to Developer regarding the tax attributes of this transaction, nor shall City endorse or otherwise acknowledge any valuation of the donation portion for tax purposes, it being understood that the Developer has obtained its own appraisals and tax advice for such purposes.

(c) The Hotel operator and the Homeowners Association(s) governing the condominium and condo-hotel in the Project (collectively, the "Funding Parties") shall jointly and fully fund all ongoing maintenance and monitoring of both the Dune Area Conservation Easement and the Public Access Easement in perpetuity, consistent with the requirements of CDP A-3-SNC-98-114, the Dune Restoration Plan, the Public Access Management Plan, and the HPP. Prior to issuance of the first building permit for vertical construction of the Project (not grading), the Developer shall submit to the City for review a proposed funding plan detailing the respective funding obligations of the Hotel operator and the Homeowners Association(s), including the mechanisms by which funds will be collected, held, and disbursed, which may include an endowment or similar financing mechanism as an alternative or supplement to operational funding, and a projected annual budget for all maintenance and monitoring activities. The funding plan and projected budget shall be reviewed and approved by a Biologist hired by the City (“City Biologist”) at Developer's expense using established industry standards with adjustments for inflation and shall be subject to final approval by the City Manager or designee prior to issuance of said permit. The City shall have ongoing oversight authority to ensure the Funding Parties fulfill their obligations under this Section, and the funding plan shall include provisions for annual reporting to the City on expenditures, monitoring and maintenance activities. The funding plan, monitoring and maintenance shall be subject to periodic review by the City's Biologist, at Developer's expense, no less than every five (5) years, to ensure they remain sufficient, and shall be automatically adjusted each year by the consumer price index for San Francisco-Oakland-Hayward. In no event shall the funding under this Section 3.04 include any City tax dollars, including transient occupancy tax payments. In the event the Hotel operator or any Homeowners Association fails to fulfill its funding obligations under this Section, the City may pursue any legal remedy under law, including but not limited to monetary damages and specific performance. This Section 3.04 shall survive the expiration or early termination of this Agreement.

Section 3.05. Sales and Use Tax Payments. Developer shall request that all contractors and subcontractors for the Project exercise, to the extent allowed by law, their option to obtain a California Department of Tax & Fee Administration ("**CDTFA**") construction site sub-permit for the jobsite and allocate all eligible sales and use tax payments to the City. (Title 18, Cal. Code of Regs., §1806; CDTFA, Pub. 9, "Construction and Building Contractors," p. 28 [Local Tax Allocation].) Prior to any construction on-site, Developer will require its contractors and subcontractors, to the extent possible, to provide the City with either a copy of their sub-permit showing their CDTFA account number or a signed statement that a sales or use tax does not apply to their portion of the project. Developer will provide the City with a list of subcontractors associated with the Project.

Section 3.06. Local Hiring Program. Developer shall make good faith reasonable efforts to comply with the Local Hiring requirements of SCMC Chapter 12.20. For the purposes of this Section, "good faith reasonable efforts" means Developer will facilitate the hiring of Local Residents, how that term is defined in SCMS Chapter 12.20, through a combination of workforce development, job training, and targeted outreach and opportunities for Local Residents, and submit all Project-related job announcements to the City Manager or designee, before filling these positions, including details regarding job titles, minimum qualifications, application processes, and employer contact information, so that the City may inform Local Residents of immediate job availabilities on the Project. Nothing in this Section is intended to require Developer or the hotel management operator to hire or offer employment for any particular job opportunity.

Section 3.07. Incorporation of Public Art.

(a) **Murals.** Developer shall commission at least one original mural on an exterior-facing surface of the approved development visible from a public area or trail. Prior to commissioning, Developer shall submit the proposed artist selection, conceptual design, and proposed location to the City Arts Committee and/or City Council to be determined by the City Manager for review and approval. The mural shall be installed within six (6) months of final occupancy and maintained in good condition, or replaced by a new mural subject to the City's approval, for the life of the project. The mural shall be clear coated. In the event the mural is damaged or weathered, Developer shall repair or restore it to its original condition within ninety (90) days. The City's Art Committee review described in this Section is intended to be collaborative and advisory in nature with respect to the approval of the mural. Developer and the City agree to engage in good faith consultation throughout the design and commissioning process.

(b) **Mural Alternative.** As an alternative to the mural described above in Section 3.07(a), Developer may commission a large-scale original sculpture displayed in a publicly visible exterior location of the approved development, provided that Developer first submits written documentation to the City demonstrating that the approved development's exterior surfaces cannot structurally or aesthetically support a mural, or that a hotel brand or franchise agreement or the Coastal Commission prohibits exterior murals. Such documentation shall be subject to City Council review and approval prior to substitution. All other requirements of the mural section, including artist selection, conceptual design review, installation timeline, maintenance, and good faith consultation obligations, shall apply equally to any approved sculpture alternative.

(c) **Art Program.** Developer agrees to engage in good faith efforts to incorporate original works by local or regional artists, subject to hotel management approval of

the design, into the interior of the hotel, including but not limited to lobby spaces, corridors and common areas of the hotel. No fewer than five (5) unique works shall be displayed in guest-facing areas. "Local or regional" shall mean artists with a primary residence or studio practice within Monterey County or the greater Central Coast region. The Art Program shall be maintained for the life of the project. The developer shall submit to the City a simple art inventory within ninety (90) days of opening and upon any material change.

Section 3.08. Pavement Management Fee. As a public benefit in consideration of the approvals granted herein, Developer shall pay to the City a yearly pavement management fee in the amount of $70,000 (the "**Pavement Management Fee**"), to be used by the City solely for the repair, maintenance, rehabilitation, and improvement of public streets and roadways impacted by Project traffic and activities. The Pavement Management Fee shall be paid to the City at the beginning of each fiscal year after any certificates of occupancy have been issued for the hotel, and shall deposited into a dedicated pavement management account. The City shall apply such funds toward pavement-related maintenance and improvements in the roads abutting the Project, or otherwise impacted by the Project as determined by the City Manager in consultation with the City Engineer in the City's sole discretion. The Pavement Management Fee set forth herein is in addition to, and shall not offset or credit against, any other Impact Fees, applicable to the Project.

ARTICLE IV. AMENDMENTS.

Section 4.01. Amendment or Cancellation of this Agreement. This Agreement may be amended from time to time, or canceled in whole or in part, only by mutual written consent of the Parties or their successor(s) in interest, in accordance with the Development Agreement Statute. Following any amendment of this Agreement, the amended Agreement shall be recorded in accordance with Government Code section 65868.5.

ARTICLE V. DEFAULTS; PERIODIC REVIEW.

Section 5.01. Violation of Entitlements. In addition to complying with all terms or this Agreement, Developer agrees to perform all terms, conditions, and requirements of all other Current Approvals. Any failure by Developer to perform any material term, condition, or requirement of any of the other Current Approval or Subsequent Approval is a violation of this agreement, subject to default under Default and Litigation.

Section 5.02. Default and Notice of Default. Failure by either Party to perform any term or provision of this Agreement required to be performed by such Party, constitutes an event of default ("***Event of Default***"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "***Complaining Party***," and the Party alleged to be in default shall be referred to as the "***Party in Default.***" If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. Written notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured.

Section 5.03. Cure. The Party in Default must cure the default within forty five (45) days from the Notice of Default. The non-defaulting Party may pursue all available remedies if the Party in Default fails to cure the default within the 45-day time period. Notwithstanding anything to the contrary in the foregoing, if the nature of the alleged default is such that it cannot reasonably be cured within forty five (45) days, the 45-day time period shall be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is

diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (45) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the non-defaulting Party that the cure cannot practicably be completed within such forty five (45) day period; and (d) the cure is completed at the earliest practicable date. In no event shall the non-defaulting Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first (1st) notice of default is given. If an Event of Default where Developer is the Party in Default is not cured within the time frame specified in this Section 5.03, then in addition to exercising any other available remedies, City may thereafter cease to issue any Subsequent Approval(s) for which an application has been filed for any portion of the Subject Property then owned or controlled by the Party in Default until the default is cured pursuant to the procedures in this Section 5.03. If the Event of Default is discovered or determined in the course of the Annual Compliance Review (as that term is defined in Section 6.06 below), in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 5.03.

Section 5.04. Failure to Assert. Any failure(s) or delay(s) by a non-defaulting Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Furthermore, any delay(s) by a non-defaulting Party in asserting any of its rights and remedies shall not deprive the non-defaulting Party of its right to institute and maintain any action(s) or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 5.05. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 5.03 above, the non-defaulting Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other available remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement expressly including the remedy of specific performance of this Development Agreement. Provided, however, that in no event, except as provided in Sections 5.08 (Attorneys' fees) and Article VI (Indemnity) of this Agreement, shall either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages.

Section 5.06. Periodic Review. No later than ten (10) months after the Effective Date, and no later than every twelve (12) months thereafter, Developer and the City Planner, or his or her designee, shall meet and review this Agreement annually pursuant to the Development Agreement Statute, to ascertain the good faith compliance by Developer with the Agreement's terms. If, as a result of City's periodic review of this Agreement, City determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms of this Agreement, City may terminate or modify this Agreement in accordance with the Development Agreement Statute as well as Section 5.07 below. Failure of City to perform such periodic review is not a waiver of any right under this Agreement; is not a cause for default under Section 5.03 above, and shall not constitute a determination that the Project is in compliance during such period.

Section 5.07. Termination.

(a) **Termination by City.** If City elects to consider terminating this Agreement due to a material default by Developer, then City shall give a notice of intent to

terminate this Agreement and the matter shall be scheduled for consideration and review by the Council in the manner set forth in the Development Agreement Statute. If the Council, in its reasonable discretion, determines that a material default has occurred and elects to terminate this Agreement, City shall give Developer, by certified mail, written notice of termination of this Agreement under this Section 5.07 and this Agreement shall be terminated on the date that notice of termination is given. Notwithstanding anything to the contrary in the foregoing, Developer reserves any and all rights it may have to challenge in court the City's termination of this Agreement and the basis therefor.

(b) **Termination by Mutual Consent.** This Agreement may also be terminated in whole or in part by the mutual written consent of the Parties or their respective successor(s) in interest.

Section 5.08. Attorney's Fees. In any legal action or other proceeding brought by either Party to enforce or interpret this Agreement, each Party shall bear its own costs and attorney's fees, unless a statute expressly provides otherwise.

Section 5.09. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within sixty (60) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Subject Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

ARTICLE VI. INDEMNITY.

Section 6.01. Indemnification from Construction, Improvement, Operation, and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City and hold harmless City and its elected and appointed boards, commissions, officers, employees, independent contractors and agents (collectively, "***City Indemnitees***") from any and all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "***Liabilities***") which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees, in connection with the construction, improvement, operation, or maintenance of the Subject Property or the Project during the Term of this Agreement. Provided, however, that Developer shall have no indemnification obligation under this Section 6.01 with respect to the gross negligence or willful misconduct of City, or any of the City Indemnitee(s) regarding the construction, improvement, operation or maintenance of the Subject Property and/or the use of any Public Improvement after the time it has been dedicated to and accepted by City or another public entity (except in and to the extent provided for in an improvement agreement or maintenance bond(s)). Notwithstanding anything to the contrary in the foregoing, Developer's indemnifications under this Section 6.01 are subject to the assignment, assumption and release

provisions of Article VIII below. The foregoing indemnification obligations shall survive the expiration or termination of this Agreement.

Section 6.02. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement, City actions or Approvals. In the event of any Third Party Lawsuit, then the Parties agree to the following:

(a) The Parties agree to cooperate in defending against the action or proceeding, with such cooperation efforts governed by Section 10.09 below;

(b) Developer is solely responsible for its own costs and any costs incurred by City for such defense subject to the limitations set forth in Section 10.09 below;

(c) Developer shall indemnify, defend with counsel selected by City and hold harmless City, and the City Indemnitees from any and all Liabilities subject to the limitations set forth in Section 10.09 below;

(d) Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief; and

(e) The provisions of this Section 6.02 shall survive the termination of this Development Agreement for a period of five (5) years thereafter.

ARTICLE VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

The Monterey Bay Shores Resort is a private undertaking of Developer. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between the Parties to this Agreement, and shall provide City copy of a fully executed Assignment and Assumption Agreement.

ARTICLE VIII. SALE, ASSIGNMENT, OR TRANSFER.

Section 8.01. Approval of Sale, Assignment, or Transfer. The Parties acknowledge and agree that the Project will likely be developed by different entities. Accordingly, Developer shall, in its sole discretion, have the right to sell, assign, or transfer this Agreement, and any and/or all of its rights, duties, and obligations hereunder, to any person or entity ("***Assignee***") at any time during the Term, however, shall be required to obtain City's reasonable consent of such assignment, and: (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of Approvals, or the development of the property to be assigned, and (ii) Developer provides to the City Planning Manager an express written assignment by Developer and assumption by the Assignee of such assignment. Said Assignment and Assumption Agreement shall be in a form approved by the City Manager. Developer shall provide City written notice at least thirty (30) days in advance of any sale, assignment, or transfer of this Agreement.

ARTICLE IX. NOTICES.

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between City and Developer shall be in writing, and may be given either personally, by overnight delivery, or by registered or certified mail (return receipt requested), to the address specified below:

Sand City:

Sand City
Attn: City Manager
1 Pendergrass Way
Sand City, CA 93955

With copies to:

Sand City City Attorney
1 Pendergrass Way
Sand City, CA 93955

New Dawn Equity Partners, LLC

New Dawn Equity Partners, LLC
Attn: Security National Guaranty, Inc., Managing Partner
P.O. Box 1056
Santa Rosa, CA 95402

With copies to:
New Dawn Equity Partners LLC
95 Third Street, 2nd Fl.
San Francisco, CA 94103

With copies to:
Steven Kaufmann Esq
NOSSAMAN
777 South Figueroa Street, 34th Fl.
Los Angeles, CA 90017

A Party may change its address listed above by giving the other Party written notice in accordance with this Article IX at least (ten) 10 days before the change in address becomes effective. Unless this Agreement expressly provides otherwise, a notice shall be deemed effective on the day it is given if given personally, on the next business day following the date of deposit for overnight delivery, and three (3) business days following the date of mailing if given by registered or certified mail (return receipt requested).

ARTICLE X. MISCELLANEOUS.

Section 10.01. Capitalized Terms. The capitalized terms used throughout this Agreement shall have the meaning assigned to them herein or as otherwise apparent from the context in which they are used.

Section 10.02. No Third Party Beneficiary Rights. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not a Party to this Agreement.

Section 10.03. Governing Law. Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of California, Monterey County or, in the case of any federal claims, in the United States District Court, Central District of California.

Section 10.04. Severability. If any term of this Agreement, or its application to any situation, is held invalid or unenforceable in whole or in part for any reason, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term is severed, and the remaining parts of this Agreement, and the application of any part of this Agreement to other situations, shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by the loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other.

Section 10.05. Covenants Running with the Land. Except as otherwise provided in this Agreement, all of the provisions, rights, terms covenants, and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, Assignees, representatives, lessees and all other persons acquiring the Subject Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the terms and provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, without limitation, California Civil Code section 1468. Each covenant to do, or refrain from doing, some act on the Subject Property, or with respect to the Subject Property: (i) is for the benefit of the Subject Property and is a burden upon the Subject Property; (ii) runs with the Subject Property; and (iii) is binding upon each Party and each successive owner during its ownership of the Subject Property or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in the Subject Property.

Section 10.06. Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, that the executing, delivering, or performing Party determines, in its reasonable discretion, to be necessary or proper to achieve the purposes of this Agreement.

Section 10.07. Counterparts. This Agreement, and any and all amendments and supplements to it, may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 10.08. Recordation of Agreement. Not later than ten (10) days after the Parties enter into this Agreement, the City Clerk of Sand City shall cause this Agreement to be recorded in the Official Records of Monterey County. Developer shall reimburse City for the cost to record this Agreement within thirty (30) days after Developer receives City's written request for reimbursement.

Section 10.09. Cooperation in the Event of Legal Challenge.

(a) **In General.** In the event of any Third Party Lawsuit, the Parties agree to cooperate in defending the Third Party Lawsuit in accordance with the terms of this Section 10.09. The Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. The obligations of this Section 10.09 shall survive the expiration or termination of this Agreement for a period of five (5) years.

(b) **Meet and Confer.** If a Third Party Lawsuit is filed, upon receipt of the petition or complaint, the Parties shall have twenty (20) days to meet and confer regarding the merits of such Third Party Lawsuit to determine whether they will jointly defend against the Third Party Lawsuit, which period may be extended by the Parties' mutual agreement so long as it does not adversely and materially impact any litigation deadlines. City and Developer shall mutually commit to meet all required litigation timelines and deadlines. If City and Developer agree jointly to defend the Third Party Lawsuit, they shall expeditiously enter a joint defense agreement, which shall include, among other things, provisions regarding the preservation of confidential communications. The City Manager is authorized to negotiate and enter such joint defense agreement in a form reasonably acceptable to the City Attorney and Developer's attorneys. Such joint defense agreement shall also provide that any proposed settlement of a Third Party Lawsuit shall be subject to City's and Developer's approval, each in its reasonable discretion. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement, the settlement shall not become effective unless and until such amendment or modification is approved by Developer, and by City in accordance with Applicable Laws, and City reserves its full legislative discretion with respect thereto.

(c) **Defense Election.** If, after meeting and conferring, the Parties mutually agree (each in its sole discretion) to defend against the Third Party Lawsuit, then the following shall apply:

(i) For the purposes of cost-efficiency and coordination, the Parties shall first consider defending the Third Party Lawsuit with common counsel and under terms of a joint representation agreement mutually acceptable to City and Developer (each in its sole discretion), at Developer's sole cost and expense.

(ii) If the Parties cannot reach timely and mutual agreement on a joint counsel, and Developer continues to elect (in its sole discretion) to defend against the Third Party Lawsuit, then:

(A) Developer may, in its sole discretion, elect to be represented by the legal counsel of its choice;

(B) City may, in its sole discretion, elect to be separately represented by the City Attorney (and/or outside legal counsel of its choice) in any such action or proceeding with the reasonable costs of such representation to be paid by Developer. City reserves its right to protect City's interests, and City shall make good faith efforts to maximize coordination and minimize its City Attorney and any outside legal costs (for example, minimizing filing separate briefs, and duplication of effort to the extent feasible);

(C) Developer shall reimburse City, within twenty (20) business days following City's written demand therefor, which may be made from time to time during the course of such litigation, all necessary and reasonable costs incurred by City in connection with

the Third Party Lawsuit, including City's administrative, outside legal fees and costs, and court costs.

For any Third Party Lawsuit which Developer has elected to defend under this Section Developer shall indemnify, and hold harmless City pursuant to Developer's indemnity obligations under Article VI above.

(d) **Developer Election Not To Defend.** If, after meeting and conferring, Developer elects, in its sole and absolute discretion, not to defend against the Third Party Lawsuit, it shall deliver written Notice to the City regarding such decision. If Developer elects not to defend, City has the right, but not the obligation, in its sole discretion to proceed to defend against the Third Party Lawsuit with the costs of such representation to be paid by Developer. In the alternative, if Developer and City both elect not to defend against the Third Party Lawsuit, Developer shall remain obligated to indemnify and hold City harmless as set forth in Article VI above.

(e) **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 10.10. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

Section 10.11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the representative legal entities of Developer and City.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

DEVELOPER:	**THE CITY:**
NEW DAWN EQUITY PARTNERS, LLC	SAND CITY
By:_____	By:_____
Print:_____	Print:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibits

Exhibit A – Legal Description of the Subject Property
Exhibit B – Parcel Map of the Subject Property

EXHIBIT A. Legal Description of the Subject Property.

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LEGAL DESCRIPTION

9· I L.L¢ !

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF S ! b5 /L¢ ¸, COUNTY OF a h b¢9w9 ¸ Σ STATE OF / ! [LChwbL ! AND IS DESCRIBED AS FOLLOWS

That portion of Rancho Noche Buena and Monterey City Lands Tract No 1 in County of Monterey, State of California, being a portion of that certain 86 75 acre tract of land conveyed in the Deed by T A Work, et ux, to Mrs E Roberts, dated May 16, 1921 and recorded in Volume 13, Page 444, Official Records of Monterey County, described as follows

Beginning at a 4" x 4" post standing at northeasterly corner of the above mentioned 86 75 acre tract of land and in the westerly boundary of that certain strip of land 100 feet wide as conveyed in the Deed by David Jacks to Monterey Railroad Company, dated May 1, 1880 and recorded in Volume Z, Page 472, of Deeds, Monterey County Records (now known as the right of way of the Southern Pacific Railroad, Monterey Branch) and from which point of beginning the S P R R Engineer's Station 594 + 60 0 - C C T 2 - 1/2 in centerline of tract bears

S 60° 10' E, 50 3 feet, thence along westerly boundary of said 100 foot strip,

(1) Southerly, 1570 feet, a little more or less, to a 4" x 4" post marked "AT 1386 6" "SPRR LINE" from which SPRR Engineer's Station 610 + 51 0 CC T2 in centerline of tract bears S 63° 21' E, 611 feet, thence leave said westerly boundary and running

(2) N 53° 06' W., 1386 6 feet (at 765 6 feet to a 4" x 4" post marked "A+ 621 0" "LINE", at 1243 1 feet a 4" x 4" post marked "AT 143 5" "LINE" "WP") to a post m the mean high water line of Monterey Bay, thence along mean high water of Monterey Bay,

(3) N 32° 08 1/2' E, 1500 0 feet to a post in the northerly boundary of said 86 75 acre tract, thence along said northerly boundary up middle of canyon,

(4) S 53° 06' E, 1115 0 feet (at 132 6 feet a 4" x 4" post marked "AT 132 6" WP" at 523.8 feet to a 4" x 6" post marked "AT 523 8" at 905 O feet a 4" x 4" fence post), to the point of beginning Courses all true, declination of magnetic needle being 17° 30' East

EXCEPT THEREFROM all that certain real property described in the Final Order of Condemnation issued out of the Superior Court of the State of California for the County of Monterey, Case No 55706, entitled, The People of the State of California, acting by and through the Department of Public Works, plaintiff, vs Bank of America National Trust and Savings Association, et al, defendants, recorded April 1, 1966 in Reel 455, Page 620, Official Records of Monterey County

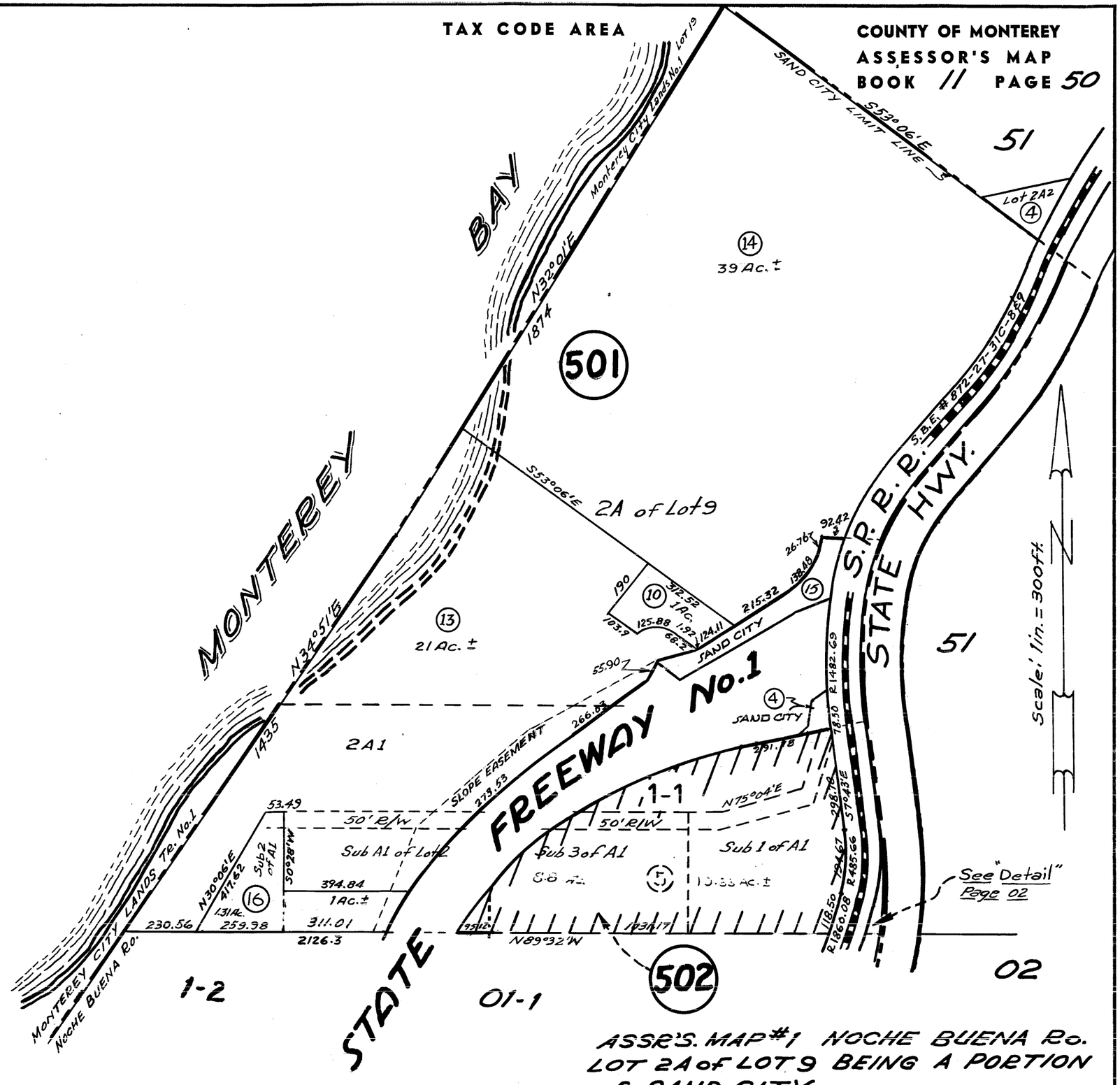
APN 011-501-014ΠЛЛЛ

EXHIBIT B. Parcel Map of the Subject Property.

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TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 11 PAGE 50

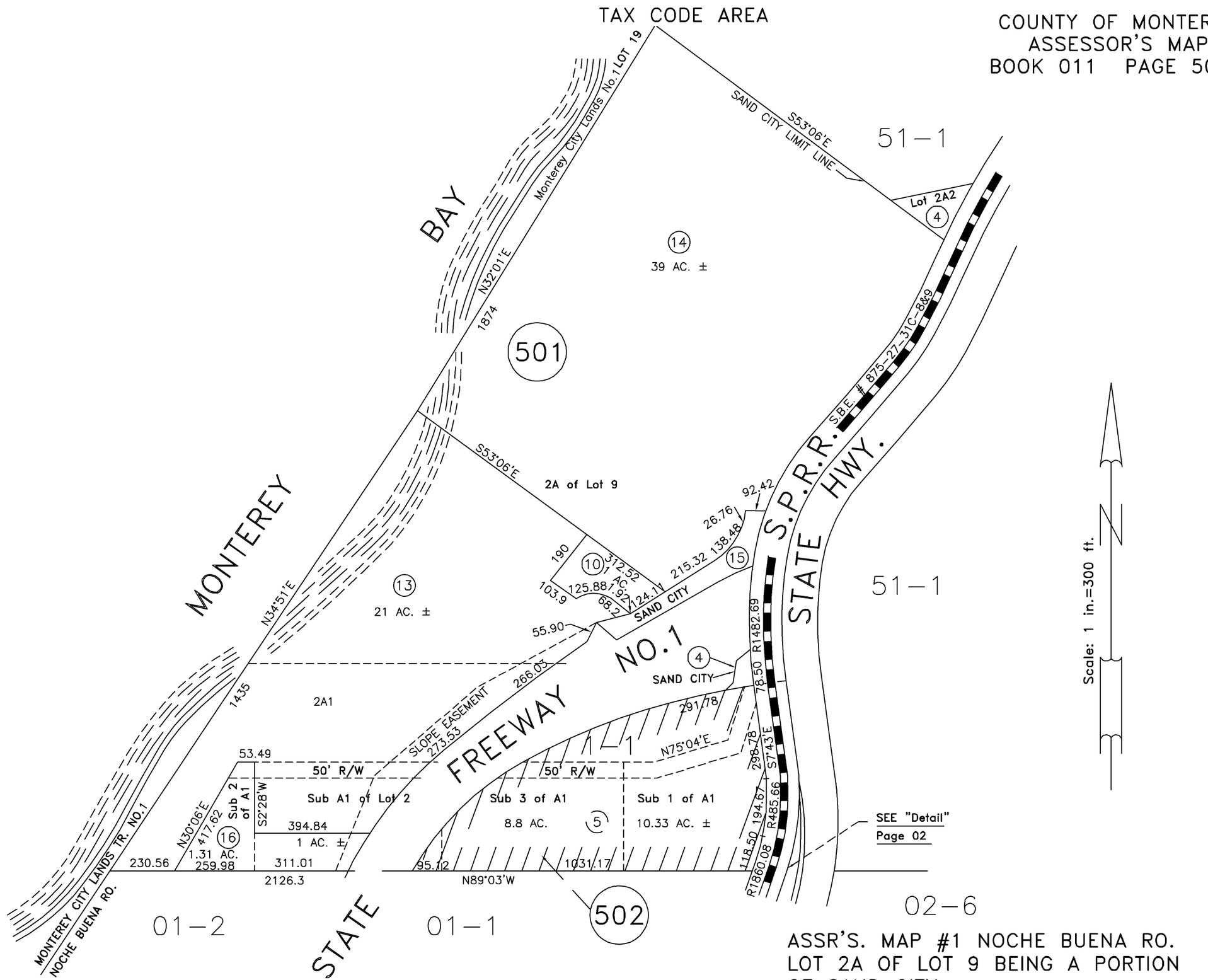


ASSR'S. MAP #1 NOCHE BUENA Rd.
LOT 2A of LOT 9 BEING A PORTION
of SAND CITY

LIETZ 1103 500 11-59

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 011 PAGE 50–2

TAX CODE AREA



ASSR'S. MAP #1 NOCHE BUENA RO.
LOT 2A OF LOT 9 BEING A PORTION
OF SAND CITY

EXHIBIT C. Vested Tentative Map.

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CITY OF SAND CITY

RESOLUTION SC 15-78, 2015

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A MODIFIED VESTING TENTATIVE MAP AND ASSOCIATED FINDINGS OF A RESPONSIBLE AGENCY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE MONTEREY BAY SHORES RESORT DEVELOPMENT CONSISTENT WITH THE CONDITIONS AND REQUIREMENTS OF THE CALIFORNIA COASTAL COMMISSION'S COASTAL DEVELOPMENT PERMIT (CDP) A-3-SNC-98-114

WHEREAS, acting on an application submitted by the property owner, Security National Guaranty, Inc. ("**Applicant**"), the City Council of Sand City ("**City**") acted by Resolution SC 98-05 to approve a Vesting Tentative Subdivision Map ("**VTM**") for the subdivision of a vacant parcel of land containing approximately 39.04 acres located south of property formerly known as the Fort Ord Military Reservation, north of property owned by the Monterey Peninsula Regional Park District and westerly of State Highway 1; and

WHEREAS, the property subject of this subdivision is identified by the Monterey County Assessor as APN 011-501-014 the "**Project Site**"); and,

WHEREAS, at the time the VTM was approved, the Council also acted to conditionally approve a Coastal Development Permit authorizing the development of a recreational resort project on the Project Site commonly referred to as Monterey Bay Shores (the "**Original Project**"); and,

WHEREAS, the City Council's approval of the Coastal Development Permit for the Original Project was appealed to the California Coastal Commission (the "**Coastal Commission**"); and,

WHEREAS, he Coastal Commission accepted the appeal and took jurisdiction over the Coastal Development Permit for the Monterey Bay Shores project. The appeal process continued for approximately 15 years. During that time, the Coastal Commission denied a Coastal Development Permit for the Monterey Bay Shores project on two occasions and both denials were overturned by the courts; and,

WHEREAS, during the Original Project's appeal process with the California Coastal Commission, the Applicant redesigned and reduced the size of the City-approved Original Project to address concerns expressed by the Coastal Commission and Commission staff, leading to the City's adoption of an Addendum and Errata of the Addendum to the 1998 Final EIR for the Original Project showing that the redesign, and the circumstances under which a then-proposed vesting tentative map with a larger development footprint and similar unit count to the redesigned Project, would have no new significant

environmental effects or substantial increase in the severity of significant effects identified in the EIR, and,

WHEREAS, the revisions to the EIR set forth in the Addendum and Errata of the Addendum were approved by the City Council of Sand City on January 20, 2009 via City Resolution SC 09-06 (2009); and

WHEREAS, The Coastal Commission approved the Monterey Bay Shores reduced project on April 11, 2014, adopted findings of approval on August 15, 2014, and issued Coastal Development Permit A-3-SNC-98-114 with 22 Special Conditions (the "**CDP**") on November 9, 2015, which authorizes the construction of a 368-unit mixed-use residential and visitor-serving development encompassing the following uses: 1) a 184-room hotel; 2) 92 visitor serving (rental program) condominium units; 3) 92 residential condominium units, 4) auxiliary facilities including restaurants, conference rooms, swimming pools, gardens, wellness spa, surface and underground parking, resort trails and vista points and other commercial auxiliary facilities; 5) open space, public access trails, public parking, and recreation area; and 6) restored and stabilized dune habitat (the "**Reduced Project**"); and

WHEREAS, as indicated on the Reduced Project's modified vesting tentative map (the "**Modified VTM**"), the project associated division of land would produce three primary parcels, Parcel 1, Parcel 2 and Parcel 3; and

WHEREAS, Parcel 1 shown on the Coastal Commission approved Modified VTM consists of 12.496 acres, containing the 184 room hotel, restaurants, conference facilities, spa, parking, trails, and 92 visitor serving condominium hotel units (fee ownership units in a rental program and restricted use). The 92 visitor serving condominium units within Parcel 1 could, in part, be converted to standard operating hotel units subject to the terms and conditions of the CDP. The general location and number of condominium units are identified on Sheets 1 (notes), Sheet 3 (schedule), and Sheet 9 (map). The location and dimensions of each condominium unit will be depicted on a Condominium Plan which will be subject to review and approval by the City Engineer; and,

WHEREAS, Parcel 2 shown on the Coastal Commission approved Modified VTM consists of 9.884 acres, containing the 92 residential condominium units, common areas, parking, public parking and beach access, water well and storage tanks. The general location and number of condominium units are identified on Sheets 1 (notes), Sheet 3 (schedule), and Sheet 9 (map). The location and dimension and dimensions of each condominium unit will be depicted on a Condominium Plan which will be subject to review and approval by the City Engineer; and,

WHEREAS, Parcel 3 shown on the Coastal Commission approved Modified VTM is the seaward parcel containing the resort and public pathways, beach access, vista points/decks, and beach stairs/ladder; and,

WHEREAS, following recordation of the Final Subdivision Map, the property owner will record a Condominium Plan showing the location and dimensions of the separate interest condominium units and the common areas. The property owner will also record a declaration of covenants, conditions and restrictions ("**CC&R's**") concerning ownership and operation of the separate condominium units and common areas consistent with the CDP and the Final Subdivision Map. The Condominium Plan will be subject to review and approval by the City Engineer. The CC&R's will be subject to review and approval by the City Attorney; and,

WHEREAS, the Coastal Commission assumed *de novo* jurisdiction over the Coastal Development Permit, which incorporated the vesting tentative map originally approved by the City, during the Original Project's appeal process, making the Coastal Commission the Lead Agency on the Project and the City a Responsible Agency for the Project for the purposes of the California Environmental Quality Act ("**CEQA**"), where the Coastal Commission's Staff Report, Findings, and Revised Findings provide a full and detailed evaluation of the potential environmental effects of the Reduced Project, including hazards (coastal and geologic hazards, sea-level rise, and bluff-top edge erosion/retreat), visual resources, natural resources, traffic and circulation, lower-cost visitor-serving facilities, public access and recreation, and public services whereby the Coastal Commission Staff Report serves as the functional equivalent of an EIR (sometimes called a Substitute Environmental Document), in accordance with CEQA; and

WHEREAS, modifications to the Original Project's VTM are required to make the VTM consistent with the CDP; and

WHEREAS, the Reduced Project's Modified VTM, incorporating the conditions of approval established by the Coastal Commission upon issuance of the CDP on November 9, 2015, is found to be consistent with 1) the Sand City General Plan and all applicable policies and programs contained therein and 2) the City's Local Coastal Program that designates the Project Site as 1) Visitor Serving Commercial (CZ-VSC), Visitor-Serving Residential (VZ-VS-R2), Medium Density Residential (CZ-R2), and Public Recreation (CZ-PR) where uses allowed in the aforementioned districts may be intermixed on the Project Site provided the proportion of uses relative to the specified acreage in the LCP Land Use Plan is not increased; and

WHEREAS, approval of the Reduced Project's Modified VTM would not itself result in any physical environmental effects, given the Coastal Commission's approval of the Reduced Project and CDP issuance; and

WHEREAS, upon review by the City Engineer and City Planner of the Reduced Project's Modified VTM, designed to be compliant with the Coastal Commission's CDP Conditions of Approval is found to be sufficiently complete and compliant with the Sand City Municipal Code Title 17 and the Subdivision Map Act with

additional City conditions and minor corrections that do not conflict with the Conditions of Approval of the Reduced Project's CDP.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sand City that the Modified VTM for the Monterey Bay Shores Resort project, dated as October 21, 2013, noted as having been last updated on August 17, 2015, and stamped "Approved" by the California Coastal Commission on November 4, 2015 is attached hereto as Resolution Exhibit A and incorporated herein by reference, is hereby adopted and approved subject to (1) the City conditions of approval listed below; and (2) the Coastal Development Permit (A-3-SNC-98-114) conditions of approval established by the California Coastal Commission on November 9, 2015 by the Issuance of Coastal Development Permit CDP A-3-SNC-98-114, as attached hereto as Resolution Exhibit B and incorporated herein by reference, based upon the findings of fact set forth hereinabove and the findings of fact attached hereto as Resolution Exhibit C and incorporated by reference as if fully set forth herein.

City Conditions of Approval:

1. All future final maps, parcel maps, condominium plans, and improvement plans/construction documents for the project shall be prepared in accordance with City codes, standards, and requirements, and the Subdivision Map Act.

2. Clearly show and label the City of Sand City and City of Seaside municipal boundary limits, Cal-trans Highway Right-of-Way Limits, and any other adjacent jurisdiction/agency limits. Label the southbound (SB) and northbound (NB) Highway 1 freeway on-ramps.

3. Add a legend defining all existing and proposed features including line types, symbols, hatching, proposed improvements, note callouts, and so forth. Add a list of abbreviations defining every abbreviation used in maps and/or plans.

4. Clearly identify the bearings, distances, and curve data of the proposed parcel division line separating the new Parcels 1 and 2.

5. Clearly identify the estimated timing and phasing of the proposed development, including site and land development, roads and utilities, vertical construction and all other improvements. Proposed project phasing shall be subject to review and approval by the City's by the City's Planning, Building, Engineering, and Fire Departments, as well as the corresponding Utility Agencies with jurisdiction over the proposed utility infrastructure.

6. The size, capacity, and location of all proposed utility infrastructure and connections to, from, and within the project shall be subject to review and approval by the City's Engineering Department and/or respective Utility

Agency with jurisdiction over said utility, prior to final approval of improvement plans and/or construction documents.

7. Note 2 on Sheet TM-1 of the modified VTM states that "the Monterey Bay Shores Vesting Tentative Map subdivides the 39.2 acre Parcel APN No 001-501-014 into Three Separate Parcels". However, the title map and the site parcel map show that parcels 1, 2, and 3 are 12.496 acres, 9.884 acres, and 16.665 acres in size, respectively; whereby the sum of parcels 1, 2, and 3 is therefore 39.045 acres. In addition, the correct APN should be shown as 011-501-014. Correct this information on all future final maps, parcel maps, condominium plans and improvement plans/construction documents.

8. Note 6 on Sheet TM-2 of the modified VTM notes "Public Parking Lot (46 spaces total), Permeable Pavement/Pavers". This shall be revised to read "permeable pavement or permeable concrete" in accordance with the CDP.

9. Note 9 on Sheet TM-2 of the modified VTM notes a "Beach Access Trail", which shall be revised to read "Public Beach Access Trail".

10. All road sections shown on Sheet TM-8 of the modified VTM indicate a pavement section of two inches (2") of AC on six inches (6") of AB. All road sections should be based on recommendations contained in the site specific geotechnical investigation report and traffic index values. All road sections shall be revised to read "Asphalt Concrete Section, Aggregate Base Section, and Subgrade Compaction shall be per the recommendations contained in the Geotechnical Investigation entitled (Title of Report), dated (Date of Report), prepared by (Name of Licensed Geotechnical Engineer).

11. Storm Water Infrastructure and Water Quality Measures: All project post-construction storm water infrastructure and water quality measures shall adhere to Special Condition 1(o) Storm Water and Drainage of the approved CDP A-3-SNC-98-114 and Title 13.05 of the Sand City Municipal Code. The applicant shall submit a Storm Water Control Plan including design calculations and details for review and approval by the City's Planning and Engineering Departments, prior to issuance of grading and/or building permits or the commencement of any construction activities on the subject property. The applicant shall submit construction plans for storm water infrastructure and water quality measures for review and approval by the City's Planning and Engineering Departments, prior to issuance of a grading and/or building permit or the commencement of any construction activities on the subject property. All project post-construction storm water infrastructure and water quality measures shall be constructed in conformance with the City Engineer approved Storm Water Control Plan, and completed to the satisfaction of the City Engineer prior to issuance of any certificates of occupancy for the project, or section thereof.

12. Agreement Regarding Storm Water Infrastructure and Water Quality Measures: Prior to issuance of any building permits, the applicant shall

enter into an agreement with the City for long-term maintenance of all storm water infrastructure and water quality measures. The agreement will include a deed restriction for protection of post-construction storm water infrastructure and water quality control measures. The agreement shall specify that storm water infrastructure and water quality measures within each parcel shall not be removed, relocated, covered, or hampered in any way so as to prevent their intended function and to provide for ongoing maintenance and verification of maintenance by the Owner and the Owner's successors in interest. The agreement shall also provide for right of entry by designated City staff for the purposes of inspection of the installed storm water infrastructure and water quality measures. The agreement shall further identify that any costs associated with the long-term maintenance of storm water infrastructure and water quality measures shall be the responsibility of the property owner of that parcel at the time when the maintenance is performed. The provisions in the legal agreement shall run with the land and the document shall be recorded with the Monterey County Recorder. The City shall provide a draft agreement to the application. The final agreement shall be subject to review and approval by the City's Planning and Engineering Departments and the City Attorney prior to recording with the County.

13. Public Improvements: All public right-of-way improvements required by the project shall be designed and constructed per City standards, and shall be completed to the satisfaction of the City Engineer prior to issuance of any certificates of occupancy. Improvement plans shall be submitted to the City Engineer for review and approval prior to the issuance of building permits and/or prior to the start of any construction of said public improvements. All roadway, grading, drainage, and utility improvements shall be designed by a Civil or Professional Engineer licensed in the State of California, and subject to review and approval by the City Engineer.

14. Plans Examination: Improvement plans/construction documents for the project shall be reviewed and approved by the City's Planning, Building, Engineering, and Fire Departments, as well as the Seaside County Sanitation District, California-American Water (Cal-Am), the Monterey Peninsula Water Management District, and the Monterey County Department of Health for issuance of permits from these departments/agencies. All requirements of the aforementioned departments/agencies made during plan review shall be implemented to the satisfaction of the representatives/inspectors of each Department/Agency, prior to the issuance of building permits for the project and prior to the commencement of construction activities on the site.

16. Encroachment Permits: Encroachment permits shall be obtained from the City prior to initiating any construction work within the City right-of-way. All work covered by the encroachment permit shall be subject to review and approval of the City Engineer. All fees required for the encroachment permit(s) shall be paid prior to issuance of the encroachment permit(s).

17. Soil/Geotechnical Report: The applicant shall submit a geotechnical evaluation report prepared by a California Certified Geologist or geotechnical engineer with all improvement plan submissions. The report shall include geotechnical evaluation for all necessary aspects of the project and shall indicate the suitability of the land for the proposed development. The report shall ensure that the project is designed in accordance with the most current standards of the City's Building Codes, and by incorporation, the California Building Code. The report shall also include a City approved soils infiltration test to confirm that the proposed stormwater infrastructure and water quality control measures will function as designed. Recommendations of said report shall be integrated into the project design.

18. Air District: Requirements of the Monterey Bay Unified Air Pollution Control Agency (MBUAPCA), applicable to the construction of the proposed project, shall be implemented to the satisfaction of the MBUAPCA.

19. Cultural Resources. Improvement plans/construction documents shall include the following language:
    "If archeological and/or paleontological resources (i.e. fossils) are discovered during construction, work shall be halted within fifty feet (50') of the find until a qualified professional archeologist/paleontologist can evaluate said find. The Sand city Planning Department shall be notified. If the find is determined to be significant, then appropriate mitigation measures shall be formulated and implemented to the satisfaction of the City."

20. Street Access: In no instance shall construction activities impede vehicular traffic or public access on public streets. Any temporary closures of public streets and/or sidewalks to accommodate construction activities shall be coordinated with, and subject to, the requirements of the City's Police and Engineering Departments, prior to implementing any street closures.

21. All construction activities shall adhere to Special Condition 2 "Construction Plan" of the approved CDP A-3-SNC-98-114 and Title 13.05 "Storm Water Management" of the Sand City Municipal Code.

22. Materials/Equipment: Materials and/or equipment necessary to construct the approved project shall not be stored and/or parked within any public right-of-way or on private property beyond the limits of this project unless otherwise authorized by the appropriate City representative. Security/construction fencing shall be implemented if deemed necessary by the Building Inspector and/or other City Department inspector(s). In no instance shall material and equipment that may cause pollution to storm water be permitted to enter or discharge to the City storm drain system. Best Management Practices (BMPs) for property control of materials and equipment and to prevent storm water pollution are required by the City's NPDES (National Pollutant

Discharge Elimination System) storm water permit and City Municipal Code Chapter 13.05 regarding Storm Water Management.

23. Any construction signs placed on-site shall be in accordance with the California Coastal Commission issued CDP A-3-SNC-98-114. In any instance where the aforementioned CDP does not address an intended sign, then the Sand City Municipal Code Title 18 shall apply.

24. During all phases of construction, the developer and/or contractor(s) for the project shall employ Best Management Practices (BMPs) for erosion and sediment control, prevention of non-storm water discharges, and implement good housekeeping and waste management practices to protect the water quality as required by (CDP) A-3-SNC-98-114, the City's NPDES storm water permit and Sand City Municipal Code Chapter 13.05 regarding Storm water Management, and the State of California Construction General Permit, as applicable. The applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP), or equivalent to the satisfaction of the City Engineer, indicating proper storm water management, control and BMPs implemented during all phases of construction; and shall all be subject to review and approval by the City's Engineering and Building Departments prior to issuance of grading/and/or building permits.

25. The Applicant agrees, as a condition of approval and certification of the modified VTM for the Project, to hold harmless, defend, and indemnify the City of Sand City and its officials at the Applicant's sole expense against any action brought as a result of the approval of the amended vesting tentative map and environmental review for the Project. The applicant will reimburse the City for any court costs and attorney's fees that the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition."

26. Following recordation of the Final Subdivision Map, the property owner shall record a Condominium Plan showing the location and dimensions of the separate interest condominium units and the common areas. The property owner shall also record a declaration of covenants, conditions and restrictions ("CC&R's") concerning ownership and operation of the separate condominium units and common areas consistent with the CDP and the Final Subdivision Map. The Condominium Plan shall be subject to review and approval by the City Engineer. The CC&R's shall be subject to review and approval by the City Attorney.

27. The applicant may obtain a rough grading (and excess sand disposal) permit consistent with the Coastal Commission approved conceptual grading plan dated August 18, 2015 and approved by the Coastal Commission on November 2, 2015 and the construction plan approved by the Coastal Commission on November 4, 2015, prior to recording the Final

Subdivision Map and subject to the approval of the City's Planning and Engineering Departments prior to issuance of said grading permit.

28. In accordance with Sand City Municipal Code Title 17, the modified VTM, as conditionally approved by the City, shall confer vested rights to proceed with development and construction of the project in accordance with the Subdivision Map Act for a minimum of two (2) years.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Sand City hereby finds, since the Coastal Commission's approval of this Reduced Project and its Modified VTM, that there have been no substantial changes with respect to the circumstances under which the Reduced Project and the Modified VTM are to be undertaken, which would require revision of the final environmental documents due to the involvement of new significant environmental impacts not already identified and considered by the City of Sand City and the Coastal Commission. Additionally, the City Council finds that there is no feasible alternative or feasible mitigation measure within the City's jurisdiction to impose that would substantially lessen or avoid any significant effect to the project as approved by the Coastal Commission. To the extent not considered by the Coastal Commission, the City Council hereby reasserts and adopts its environmental findings and its Statement of Overriding Considerations, as more thoroughly identified in the CEQA Findings of Fact, attached hereto and incorporated herein as Resolution Exhibit D, as if set forth fully herein.

PASSED AND ADOPTED by the City Council of Sand City this 15th day of December, 2015, by the following vote:

AYES: Council Member Blackwelder, Carbone, Hubler, Kruper, Pendergrass
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:

David K. Pendergrass, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGENDA ITEM
5H.

Approve a Resolution Authorizing an Amendment to the Memorandum of Understanding Between ReGen Monterey and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383

City of Sand City

STAFF REPORT

DATE: July 7, 2026
TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: Approve FY 2026-2027 Exhibits A & B of the MOU between ReGen Monterey and its Member Jurisdictions Regarding Compliance with California's Senate Bill 1383

BACKGROUND/DISCUSSION:
The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants legislation. The regulation has significant impact on each Member Agency with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus, prevent it from entering the waste stream. Regulations took effect and local program implementation began on January 1, 2022.
In 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by ReGen Monterey's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in our service area (Haulers) and ReGen Monterey.

The Member Agencies determined that ReGen Monterey has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that the ReGen incur costs to provide these activities. The Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (DBA ReGen Monterey) and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.

The purpose of the MOU is to provide a structure for the Member Agencies to reimburse ReGen Monterey for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the ReGen Monterey Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021.

- **Exhibit A** - Detailed Activities and Costs: Contains the scope of work, and associated costs related to general SB 1383 activities. (Enacted June 2021, updated annually.)

- **Exhibit B** - Member Agencies' Annual Proportionate Shares and Costs: Allocation of such costs to the Member Agencies. (Enacted June 2021, updated annually.)

Each year ReGen Monterey staff identifies expected expenses associated with jurisdictional compliance of SB 1383 and compiles those expenses in Exhibit A of the MOU. Expenses include items such as program administration, public education, monitoring, reporting and edible food recovery capacity building, program administration and outreach. These expenses are then broken down to proportional percentages per population in Exhibit B.

The draft budget is first presented to the TAC for review, feedback, and consensus. It then is presented to the ReGen Monterey Board of Directors and Member Agencies' Councils and Boards for approval.

The amendment to Exhibits A and B of the MOU would apply to FY 26/27 and in lieu of exhibits covering previous fiscal years.

New for FY 26/27 are some activities that were previously funded by CalRecycle Local Assistance Grant Program (LAGP) that now must be funded directly by the Member Agencies. This includes mandated programs for procurement of organic material (compost); commercial and multi-family organics outreach; and increased funding for increased public education to continue with media spending for the *Sort with Heart* campaign. Overall, the expired grant funds and other cost increases have necessitated a year-over year cumulative increase of 7% to achieve compliance. This shared funding strategy remains an immense value for our Member Agencies to achieve compliance with SB 1383.

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

FISCAL IMPACT:
These are costs that ReGen Monterey incurs and is then reimbursed by the Member Agencies, with invoicing occurring twice annually. Sand City's portion is $15,090, in two equal installments of $7545 as outlined in Outlined in exhibit B. This amount has been included in the approved FY 26/27 budget.

RECOMMENDATION:
Authorize the City Manager to execute the attached MOU Agreement for FY 26/27 in substantially the same form pending City Attorney review; and

Approve FY 2026-2027 Amendments to Exhibits A & B of the MOU between ReGen Monterey and its Member Jurisdictions regarding compliance with California's Senate Bill 1383.

ATTACHMENTS:
1. Resolution

2. MOU Agreement for 2026-2027
3. Exhibits A & B for 2026-2027

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

WHEREAS, the State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis; and

WHEREAS, legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction and requires 20% recovery of edible food by 2025 be directed to a beneficial use; and

WHEREAS, regulations took effect, and local program implementation began, on January 1, 2022; and

WHEREAS, in 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation and that ReGen has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities; and

WHEREAS, the Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383; and

WHEREAS, and MOU was adopted by the Member Agencies, and became effective July 1, 2021; and

WHEREAS, the amended Exhibit A and Exhibit B to the MOU amend the activities and costs with the anticipated regional cost of $381,954 and the cost to the City of Sand City ratepayers is $15,090.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby direct the City Manager to accept and execute on behalf of City Council, the MOU Agreement for FY 26/27 in substantially the same form, pending City Attorney review; and

Approve FY 2026-2027 Amendments to Exhibits A & B of the MOU between ReGen Monterey and its Member Jurisdictions regarding compliance with California's Senate Bill 1383.

PASSED AND ADOPTED by the City Council of the City of Sand City this 7th, day of July, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

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

Recitals

A. The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.

B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.

C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies' behalf and have now requested that the District incur costs to provide these activities.

D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.

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

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as

follows:

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

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

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

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

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

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set $140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

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

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

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

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

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

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

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

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

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

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

COUNTY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

Exhibit A

Detailed Activities and Costs
FY 2026-2027

Task #	SB 1383 Fee Category	Detail	FY 26/27 Budget	Notes
1	HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2026 proposal	$ 14,000	
2	Edible Food Recovery Capacity Building	$50,000 for ReGen portion of grant allocations $10,500 for grant administration	$ 60,500	Grants offered jointly by ReGen & SVR. County is omitted from this line item.
3	Edible Food Recovery Program Administration	Capacity Assessment Updates - Living Document FRO Annual Capacity Survey Updates Other support (TBD): Edible Food Outreach - Follow-up target groups Organics Collections Outreach - Follow-up target groups School Food Waste Reductions - Targeted groups Conference presentations	$ 15,635	ReGen member agency portion only. Split 50/50 with SVR.
4	Outreach & Technical Assistance to FROs and EFGs	Outreach and technical assistance for food recovery organizations (FROs) and Edible Food Generators (EFGs), Careit App support	$ 19,170	Previously funded by CalRecycle LAGP grants.
5	Edible Food Generator Inspections for Tier 1 & 2	Inspections only	$ 4,602	Omits County of Monterey as they perform their own inspections
6	Commercial and Multi-Family Organics Outreach	Provide outreach, education, and technical assistance support to targeted multi-family and commercial businesses	$ 9,450	Previously funded by CalRecycle LAGP grants.
7	Public Education	Design/creation of public education materials ($5k). Does not include production or distribution of materials created. Continuation of Sort with Heart campaign ($25k media placement inclusive of booking fees).	$ 30,000	Sort with Heart campaign previously funded by CalRecycle LAGP grant.
8	Contamination Monitoring (Lid Flipping)		$ 18,400	Omits County of Monterey due to WM Smart Truck.
9	Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	$ 14,002	Omits County & City of Monterey, who subscribe separately.
10	ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittees SB 1383 Program Coordination and Implementation CalRecycle Reporting Support - Electronic Annual Report & Implementation Records	$ 75,000	
SB 1383 Total			$ 260,759	

SB 1383 Procurement of Organic Material
(Cost per member agency feeds directly into Exhibit B)

Member Agency	Annual Procurement Target (tons of compost)	Cost @ $5/ton using direct-service provider agreement	Notes
Carmel-by-the-Sea	187	$ 935.00	
Del Rey Oaks	78	$ 390.00	
Marina	1,017	$ 5,085.00	
Monterey	1,317	$ 6,585.00	
Pacific Grove	721	$ 3,605.00	
Sand City	18	$ 90.00	*The County of Monterey has separate procurement MOU w/ ReGen through 2027. Their amount is not included in this total.
Seaside	1,491	$ 7,455.00	
Pebble Beach CSD	210	$ 1,050.00	
Unincorporated County (West)*	3071	$ 15,355.00	
ReGen Monterey Total	8,110	$ 40,550.00	

HF&H Franchise Management Fees

Task #	FY 26/27 Budget	Notes
1. Review Contractor's Quarterly Reports	$16,000	Franchise Management services are for GreenWaste member agencies only (omitting the City and County of Monterey).
2. Review Contractor's Annual Report	$3,000	
3. Review Franchise Fee Payments	$3,000	
4. Review Contractor's Annual Rate Adjustments	$50,000	
8. Monitor Contract Compliance	$24,000	
Franchise Management Total	$96,000	

Exhibit A Total	$ 381,954	

Exhibit B

Member Agencies' Annual Proportionate Shares of Costs*
FY 2026-2027

Table 1
HF&H General Support; EFR Capacity, Admin & Technical Assistance; COM & MFD Outreach; Pub Ed; & ReGen Staff Time*

	Population			
	#	%	Per Agency Cost/Year	With $8,500 Minimum
Carmel	3,220	2.9%	$ 5,981	$ 8,500
DRO	1,592	1.5%	$ 2,957	$ 8,500
Marina	22,359	20.4%	$ 41,529	$ 37,943
PG	15,090	13.8%	$ 28,028	$ 25,608
PBCSD	4,531	4.1%	$ 8,416	$ 8,500
Sand City	325	0.3%	$ 604	$ 8,500
Seaside	32,366	29.5%	$ 60,116	$ 54,925
Monterey City	30,218	27.5%	$ 56,126	$ 51,280
County	53,915		$ 20,000	$ 20,000
TOTAL	**163,616**		**$ 223,755**	**$ 223,755**

*SB 1383 tasks 1-4, 6, 7 & 10

Table 2
Edible Food Generator Inspections and Contamination Monitoring*

	Population			
	#	%	Per Agency Cost/Year	With $1,500 Minimum
Carmel	3,220	2.9%	$ 675	$ 1,500
DRO	1,592	1.5%	$ 334	$ 1,500
Marina	22,359	20.4%	$ 4,688	$ 3,800
PG	15,090	13.8%	$ 3,164	$ 2,565
PBCSD	4,531	4.1%	$ 950	$ 1,500
Sand City	325	0.3%	$ 68	$ 1,500
Seaside	32,366	29.5%	$ 6,786	$ 5,501
Monterey City	30,218	27.5%	$ 6,336	$ 5,136
County	53,915		$ -	$ -
TOTAL	**163,616**		**$ 23,002**	**$ 23,002**

*SB 1383 tasks 5 & 8

Table 3
SB 1383 Procurement of Organic Material

	Population	
	Annual Procurement Target (tons of compost)	Cost @ $5/ton using direct-service provider agreement
Carmel	187	$ 935
DRO	78	$ 390
Marina	1,017	$ 5,085
PG	721	$ 3,605
PBCSD	210	$ 1,050
Sand City	18	$ 90
Seaside	1,491	$ 7,455
Monterey City	1,317	$ 6,585
TOTAL	**5,039**	**$ 25,195.00**

Table 4
HF&H Franchise Management Fees and Recyclist Fees*

	Population			
	#	%	Per Agency Cost/Year	With $5,000 Minimum
Carmel	3,220	4.1%	$ 4,456	$ 5,000
DRO	1,592	2.0%	$ 2,203	$ 5,000
Marina	22,359	28.1%	$ 30,944	$ 28,571
PG	15,090	19.0%	$ 20,884	$ 19,283
PBCSD	4,531	5.7%	$ 6,271	$ 5,790
Sand City	325	0.4%	$ 450	$ 5,000
Seaside	32,366	40.7%	$ 44,794	$ 41,358
TOTAL	**79,483**		**$ 110,002**	**$ 110,002**

*SB 1383 task 9

Member Agencies will be invoiced an annual amount not to exceed column below titled "With Minimums"

Table 5 - Total Costs by Agency

	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,220	2.0%	$ 12,047	$ 15,935
DRO	1,592	1.0%	$ 5,884	$ 15,390
Marina	22,359	13.7%	$ 82,246	$ 75,399
PG	15,090	9.2%	$ 55,681	$ 51,060
PBCSD	4,531	2.8%	$ 16,687	$ 16,840
Sand City	325	0.2%	$ 1,212	$ 15,090
Seaside	32,366	19.8%	$ 119,151	$ 109,239
Monterey City	30,218	18.5%	$ 69,047	$ 63,001
County	53,915	33.0%	$ 20,000	$ 20,000
TOTAL	**163,616**	**100.0%**	**$ 381,954**	**$ 381,954**

* Member agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.

AGENDA ITEM
5I.

Approve a Resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: Resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges for FY 2026-27
DATE: July 7, 2026

BACKGROUND/DISCUSSION:
On February 1, 2022, the City Council approved Resolution SC22-07, establishing Community Facilities District (CFD) No. 2021-0 (South of Tioga Project). This district was created to finance public improvements and services through the imposition of general and special taxes, assessments, and property-related fees. The levying of these revenues is governed by the California Government Code, specifically the Mello-Roos Community Facilities Act and Proposition 218 (the Right to Vote on Taxes Act), which outline required processes and compliance measures.

CFD special taxes are collected via the Monterey County tax roll. To ensure compliance with Proposition 218, the Monterey County Auditor requires certification from the district confirming adherence. This certification must include a hold harmless and indemnification provision covering administrative expenses of Monterey County associated with the collection of the special taxes. The certification is due by August 3, 2026, and must be completed before the secured tax roll bills for the upcoming fiscal year can be processed.

The City complied with Prop 218 when it established the CFD. The compliance steps included voting in favor of the CFD by the landowners; clearly defining the rate and method of apportionment (RMA) which includes specifying how the tax is calculated; the maximum authorized tax; annual escalation formulas and the authorized uses of the revenue.

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

FISCAL IMPACT:

There is no additional fiscal impact from adopting this resolution. Certification ensures that the City can collect and allocate funds for public services and infrastructure financed through the Community Facilities District.

RECOMMENDATION:

Approve a resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges.

ATTACHMENTS:

1. Resolution

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

WHEREAS, City of Sand City ('Public Agency") requests that the County of Monterey Auditor-Controller enter those general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A" on the tax roll for collection by the County of Monterey Treasurer-Tax Collector and distribution by the County of Monterey Auditor-Controller commencing with the property tax bill for fiscal year 2026-27

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments or property-related fees or charges identified in Exhibit "A", regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in applicable decisional law of the State of California.

2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regard to the handling of the USB thumb drive or electronic file identified as Exhibit "A", the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessment, or property-related fees or charges identified in Exhibit "A" and that it shall pay or satisfy any judgement rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax roll.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

EXHIBIT "A"
TO
RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

FISCAL YEAR 2026-27

GENERAL TAXES:

SPECIAL TAXES:

Community Facilities District No. 2021-1 (South of Tioga Project)

ASSESSMENTS:

PROPERTY-RELATED FEES AND CHARGES:

AGENDA ITEM
5J.

Acceptance of City/Successor Agency Financial Report from May 2026

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: May 2026 Financial Report
DATE: July 7, 2026

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

A. City of Sand City Reports

a. Cash Receipt Report, May 2026 (Attachment 1)
   Revenue total - **$1,110,650**
b. Check Report, May 2026 (Attachment 2)
   Expenditure total - **$469,933**

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

a. Revenue Report, May 2026 (Attachment 3)
   Revenue total - **$623,543**
b. Check Report, May 2026 (Attachment 4)
c. Expenditures total - **$4,110**

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

Date	Source	Amount	Description

There were no transfers in May 2026.

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

FISCAL IMPACT:
There is no fiscal impact with receiving this report.

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

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

City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 5/1/2026 - 5/31/2026

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TUT01	R00001641	5/1/2026	Transaction/Use Tax	32.32
TUT01	R00001642	5/1/2026	Transaction/Use Tax	311,427.51
STAX	R00001643	5/1/2026	Sales Tax Received	245,268.83
REIMB	R00001645	5/1/2026	Reimbursements	179.00
WEL01	R00001646	5/1/2026	New Wells Reimbursement from CalAm	2,418.75
REN01	R00001647	5/1/2026	Rental Income	3,000.00
REN01	R00001648	5/1/2026	Rental Income	1,699.59
POL01	R00001649	5/1/2026	Police Report 4560	10.00
REF02	R00001650	5/1/2026	West End Refundable Fees	5,834.40
PRO01	R00001653	5/1/2026	Property Tax	36,461.84
PRO01	R00001653	5/1/2026	Property Tax	3,101.65
VLF	R00001653	5/1/2026	Property Tax VLF	22,172.50
HOPTR	R00001653	5/1/2026	HOPTR	105.37
SB813	R00001653	5/1/2026	Supplemental Roll	5,842.60
PRI01	R00001653	5/1/2026	Prior Year Tax	291.45
ROPS	R00001653	5/1/2026	ROPS Residual	148,569.41
MISC	R00001653	5/1/2026	Misc revenue	830.74
MISC	R00001653	5/1/2026	Misc revenue	(771.00)
SPE01	R00001654	5/1/2026	Special Events Permit	1,078.50
TOT01	R00001655	5/1/2026	TOT Tax	1,002.40
TOT01	R00001656	5/1/2026	TOT Tax	427.40
TOT01	R00001657	5/1/2026	TOT Tax	373.88
TOT01	R00001658	5/1/2026	TOT Tax	1,627.67
TOT01	R00001659	5/1/2026	TOT Tax	1,248.68
TOT01	R00001660	5/1/2026	TOT Tax	938.20
TOT01	R00001661	5/1/2026	TOT Tax	1,148.47
UUT	R00001662	5/1/2026	Utility Users Tax	2,253.33
UUT	R00001663	5/1/2026	Utility Users Tax	167.58
UUT	R00001664	5/1/2026	Utility Users Tax	0.74
TOT01	R00001665	5/1/2026	TOT Tax	177.00
SSW01	R00001666	5/1/2026	Street Sweeper Grant	50,000.00
BL01	R00001667	5/1/2026	Business License	2,274.85
CAS90	R00001667	5/1/2026	CASP Fee	140.40
BL02	R00001667	5/1/2026	Business License Late Charge	37.50
IRWM	R00001668	5/1/2026	IRWM Grant Reimbursement- Catalina St	322.50
COA02	R00001669	5/1/2026	Coastal Conservancy Grant	15,003.18
COPS	R00001670	5/1/2026	COPS Grant	8,333.33
CLE01	R00001671	5/1/2026	Clearing Account	15,585.39
REIMB	R00001672	5/1/2026	Reimbursements	507.47
MSTSF	R00001673	5/1/2026	MST SURF Project Reimbursement	3,519.00
WIL01	R00001674	5/1/2026	Wilson Property- 321 Orange	10,000.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
2103	R00001675	5/1/2026	Gas Tax 2103	249.93
2105	R00001675	5/1/2026	Gas Tax -2105 31	178.32
2106	R00001675	5/1/2026	Gas Tax 2106 32	483.24
2107	R00001675	5/1/2026	Gax Tax- 2107 33	240.00
CAN01	R00001676	5/1/2026	Cannabis Grant	20,000.00
CAB01	R00001677	5/1/2026	Cable Franchise	1,158.80
WEST	R00001678	5/1/2026	West End Revenue	150.00
WEST	R00001679	5/1/2026	West End Revenue	150.00
WEST	R00001680	5/1/2026	West End Revenue	150.00
WEL01	R00001681	5/1/2026	New Wells Reimbursement from CalAm	591.25
CALAM	R00001681	5/1/2026	CalAm Lease	7,000.00
MULTI	R00001682	5/1/2026	Multi Use Trail and Bike Lane Improvements	177,256.21
TRA01	R00001683	5/1/2026	Traffic Safety Fund	26.41
CRI01	R00001683	5/1/2026	Criminal PC1463/City Fines	7.97
POC01	R00001683	5/1/2026	County/Proof of Corr	5.26
CFD01	R00001683	5/1/2026	Property Tax Tranche- CFD	302.50
P172	R00001683	5/1/2026	1/2 Tax Police/Prop 172	33.02
REV	R00001683	5/1/2026	County/Rev & Recovery	24.54
			TOTAL RECEIPTS	**1,110,649.88**



City of Sand City

Check Report

By Check Number

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
AFL01	Aflac	05/01/2026	Regular	0.00	548.98	41505
CLE01	California Law Enforcement Association	05/01/2026	Regular	0.00	288.00	41506
CSD01	California State Disburse Unit	05/01/2026	Regular	0.00	269.00	41507
HUM02	Humana Insurance Company	05/01/2026	Regular	0.00	4,798.03	41508
SAN01	Sand City Police Officers & Dept. Employees Ass	05/01/2026	Regular	0.00	1,420.00	41509
SUN02	Sun Life Financial	05/01/2026	Regular	0.00	967.92	41510
A&R01	A & R Plumbing, Inc	05/08/2026	Regular	0.00	297.39	41511
ATT04	AT&T	05/08/2026	Regular	0.00	105.23	41512
CAL01	California American Water	05/08/2026	Regular	0.00	21,222.14	41513
CHA04	California Highway Adoption Co.	05/08/2026	Regular	0.00	350.00	41514
HEA01	Carmen Ferguson	05/08/2026	Regular	0.00	500.00	41515
COM11	Comcast	05/08/2026	Regular	0.00	231.65	41516
COR05	Corodata Records Management	05/08/2026	Regular	0.00	65.20	41517
EMC02	EMC Planning Group, Inc.	05/08/2026	Regular	0.00	17,736.74	41518
BAR01	Foster & Foster, Inc	05/08/2026	Regular	0.00	17,800.00	41519
HAR06	Harris & Associates, Inc	05/08/2026	Regular	0.00	40,051.25	41520
HDL02	HDL Companies, LLC.	05/08/2026	Regular	0.00	1,064.08	41521
HDL03	HdL Coren & Cone	05/08/2026	Regular	0.00	1,428.97	41522
HOP01	Hope Services	05/08/2026	Regular	0.00	6,792.50	41523
SEC02	ID Concepts, LLC	05/08/2026	Regular	0.00	723.89	41524
CEB01	Mauricio Cebada	05/08/2026	Regular	0.00	480.00	41525
MOB02	Mobile Modular	05/08/2026	Regular	0.00	610.41	41526
MBT01	Monterey Bay Technologies, Inc.	05/08/2026	Regular	0.00	2,700.00	41527
MCW01	Monterey County Weekly	05/08/2026	Regular	0.00	1,244.00	41528
NDM01	Nadja De Maeseneer	05/08/2026	Regular	0.00	510.00	41529
PAR01	Parcel Quest	05/08/2026	Regular	0.00	2,399.00	41530
PET01	Petty Cash	05/08/2026	Regular	0.00	81.92	41531
SAF02	Safeguard Business Systems	05/08/2026	Regular	0.00	86.31	41532
STU02	Sturdy Oil Company	05/08/2026	Regular	0.00	1,301.96	41533
VES01	Vestis	05/08/2026	Regular	0.00	764.71	41534
PLA01	Shannon Casapia	05/15/2026	Regular	0.00	1,875.00	41535
ALT01	Alternator & Starter Exchange, Inc.	05/27/2026	Regular	0.00	520.31	41536
AMA01	Amazon Capital Services, Inc	05/27/2026	Regular	0.00	880.21	41537
ACS01	American Cancer Society	05/27/2026	Regular	0.00	250.00	41538
ASC01	American Supply CO	05/27/2026	Regular	0.00	90.40	41539
ATT05	AT&T Mobility	05/27/2026	Regular	0.00	1,086.45	41540
COM11	Comcast	05/27/2026	Regular	0.00	706.49	41541
COM01	Community Human Services	05/27/2026	Regular	0.00	5,625.00	41542
COR04	Corodata Shredding, Inc	05/27/2026	Regular	0.00	78.51	41543
DEL04	Dell Marketing L.P. C/O Dell USA L.P.	05/27/2026	Regular	0.00	2,980.05	41544
SHA03	Flex TG, LLC	05/27/2026	Regular	0.00	296.39	41545
GEN01	General Code	05/27/2026	Regular	0.00	880.00	41546
GRE01	Green Valley Landscape, Inc.	05/27/2026	Regular	0.00	426.08	41547
HOM01	Home Depot Credit Service	05/27/2026	Regular	0.00	1,843.24	41548
LEG02	Legal Updates, LLC	05/27/2026	Regular	0.00	480.00	41549
ASK01	Melissa Ask	05/27/2026	Regular	0.00	1,438.00	41550
MEY01	Meyers Nave, Corporation	05/27/2026	Regular	0.00	18,126.71	41551
MRW02	Monterey Regional Waste Management District	05/27/2026	Regular	0.00	288.16	41552
MOT03	Motorola Solutions, Inc.	05/27/2026	Regular	0.00	3,665.34	41553
NAP01	Napa Auto Parts	05/27/2026	Regular	0.00	3.83	41554
PGE01	Pacific Gas & Electric	05/27/2026	Regular	0.00	3,012.07	41555
PET01	Petty Cash	05/27/2026	Regular	0.00	83.85	41556
PUB01	Public Storage	05/27/2026	Regular	0.00	546.00	41557
SAF02	Safeguard Business Systems	05/27/2026	Regular	0.00	860.39	41558

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SAL01	Salvation Army - Good Samaritan Center	05/27/2026	Regular	0.00	1,000.00	41559
SPC01	SPCA	05/27/2026	Regular	0.00	250.00	41560
STA03	Star Sanitation, LLC	05/27/2026	Regular	0.00	789.70	41561
STU02	Sturdy Oil Company	05/27/2026	Regular	0.00	1,207.55	41562
TYL03	Tyler Business Forms	05/27/2026	Regular	0.00	301.29	41563
USB01	US Bank Corp Payment Systems	05/27/2026	Regular	0.00	16,003.34	41564
VER01	Verizon Wireless	05/27/2026	Regular	0.00	64.26	41565
VET01	Veteran's Transition Center of California	05/27/2026	Regular	0.00	500.00	41566
AFL01	Aflac	05/29/2026	Regular	0.00	548.98	41567
CLE01	California Law Enforcement Association	05/29/2026	Regular	0.00	288.00	41568
CSD01	California State Disburse Unit	05/29/2026	Regular	0.00	269.00	41569
HUM02	Humana Insurance Company	05/29/2026	Regular	0.00	5,064.50	41570
SAN01	Sand City Police Officers & Dept. Employees Ass	05/29/2026	Regular	0.00	1,420.00	41571
SUN02	Sun Life Financial	05/29/2026	Regular	0.00	990.92	41572
4LE01	4Leaf, Inc.	05/28/2026	Regular	0.00	9,153.06	41573
HAR06	Harris & Associates, Inc	05/28/2026	Regular	0.00	64,342.50	41574
NDM01	Nadja De Maeseneer	05/28/2026	Regular	0.00	2,500.00	41575
WHI01	Whitson Engineers	05/28/2026	Regular	0.00	786.90	41576
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	1,930.45	DFT0000334
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	3,821.27	DFT0000335
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	3,924.81	DFT0000336
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	7,495.64	DFT0000337
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	7,626.48	DFT0000338
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	6,862.60	DFT0000339
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	888.08	DFT0000340
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	3,818.62	DFT0000341
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	11,839.67	DFT0000342
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	5,849.66	DFT0000343
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	2,910.50	DFT0000344
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	10,426.20	DFT0000345
PERSRETIREMENT	CalPERS Retirement	05/29/2026	Bank Draft	0.00	46.00	DFT0000346
PERSHEALTH	CalPERS Health	05/29/2026	Bank Draft	0.00	40,625.12	DFT0000347
CAL16	Calpers 457 Plan	05/29/2026	Bank Draft	0.00	24,062.67	DFT0000348
EDD001	Employment Development Dept	05/29/2026	Bank Draft	0.00	16,028.39	DFT0000349
EFTPS	Electronic Federal Tax Payment System	05/29/2026	Bank Draft	0.00	43,414.61	DFT0000350

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	113	0.00	278,361.76
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	17	0.00	191,570.77
EFT's	0	0.00	0.00
	130	**0.00**	**469,932.53**

City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 5/1/2026 - 5/31/2026

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	5/29/2026	Bank Interest	2,835.56
ROPS01	40-4007-801	5/29/2026	ROPS 26/27A	620,707.00
			Total Cash Receipts	**623,542.56**

City of Sand City

Check Report

By Check Number

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - SA-Mechanics Bank - Successor Agency						
MEY01	Meyers Nave, Corporation	05/04/2026	Regular	0.00	2,566.50	2376
RSG01	RSG	05/04/2026	Regular	0.00	1,543.75	2377

Bank Code Mechanics - SA Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	2	0.00	4,110.25
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	0	0.00	0.00
EFT's	0	0.00	0.00
	2	**0.00**	**4,110.25**

AGENDA ITEM
7A.

County of Monterey Department of Emergency Management - Purpose and Emergency Operations Presentation

Leading Through the Unthinkable

Elected Officials – Public Leadership During Disasters

Contents

- Introduction
- Incident Management 101
- Emergency Operations Center
- Damages and Recovery
- Public Information
- Role of Elected Officials

Introduction

Emergency management is a **critical function** of government.

Government has the responsibility to ensure an **effective response** and **recovery** for any event that **threatens** the **residents.**

Its purpose is to **apply resources** and efforts to mitigate, **prevent** when possible, **protect** where feasible, and to **respond** and **recover** from all threats and hazards that impact the safety.



Strategic Forecast

Increasing complexity has shifted the function, role and future of emergency management.

- Emerging Threats
- Cascading Impacts
- Degrading Community Lifelines
- Rising Disaster Costs
- Changing Operating Environment
- Cultural Paradigm Shift



Historical Emergencies 2017-2025

Year	Incident	Declaration Type
2025	Atmospheric River & Power Disruption	State & Local
2025	Moss Landing Structure Fire & HAZMAT Incident	Local
2024	Atmospheric River & Power Disruption	Major Disaster
2023	Atmospheric River & Levee Failure	Major Disaster
2023	Atmospheric River	Major Disaster
2022	Tsunami	Local
2021	Drought	State & Local
2021	Winter Storms	State & Local
2021	Willow Fire	Local
2020	Wildfires- Carmel, River, Dolan	Major Disaster
2020	COVID-19 Pandemic	Major Disaster
2020	Flooding	Local
2019	PSPS Event	Local
2019	Chualar Flood	State & Local
2019	Late February Storms	Major Disaster
2019	Atmospheric River	State & Local
2017	Pajaro Sewage Spill	Local
2017	Severe Winter Storms	Major Disaster





Incident Management 101

Understanding the Fundamentals of Emergency Management

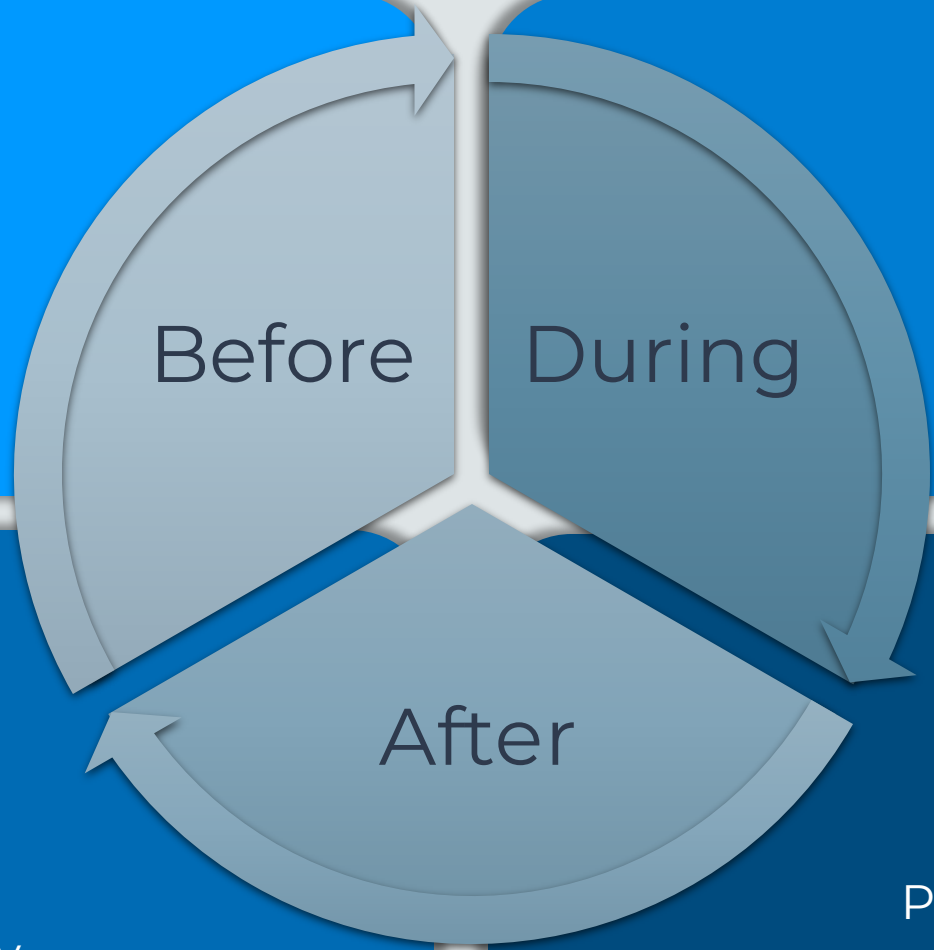
Phases

Mitigation

Prevent future emergencies or minimize their effects.

Preparedness

Take actions ahead of time to be ready for an emergency.



Recovery

Rebuild from an emergency.

Response

Protect life and property in an emergency.

All Disasters Begin and End at the Jurisdiction Having Authority



Local Responsibility

Local jurisdictions have the primary duty to save lives, protect property, protect the economic base of the community, and preserve the environment. To accomplish this they should have emergency management programs that mitigate, prepare for, respond to, and recover from the effects of any emergency or disaster.



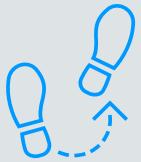
Identifying and assessing potential **hazards**



Developing emergency operations **plans** and **procedures**



Training personnel



Conducting **drills** and **exercises** to test plans



Providing overall **coordination** for disaster **response** and **recovery**



Providing **situational awareness** for informed **decision making** by leaders



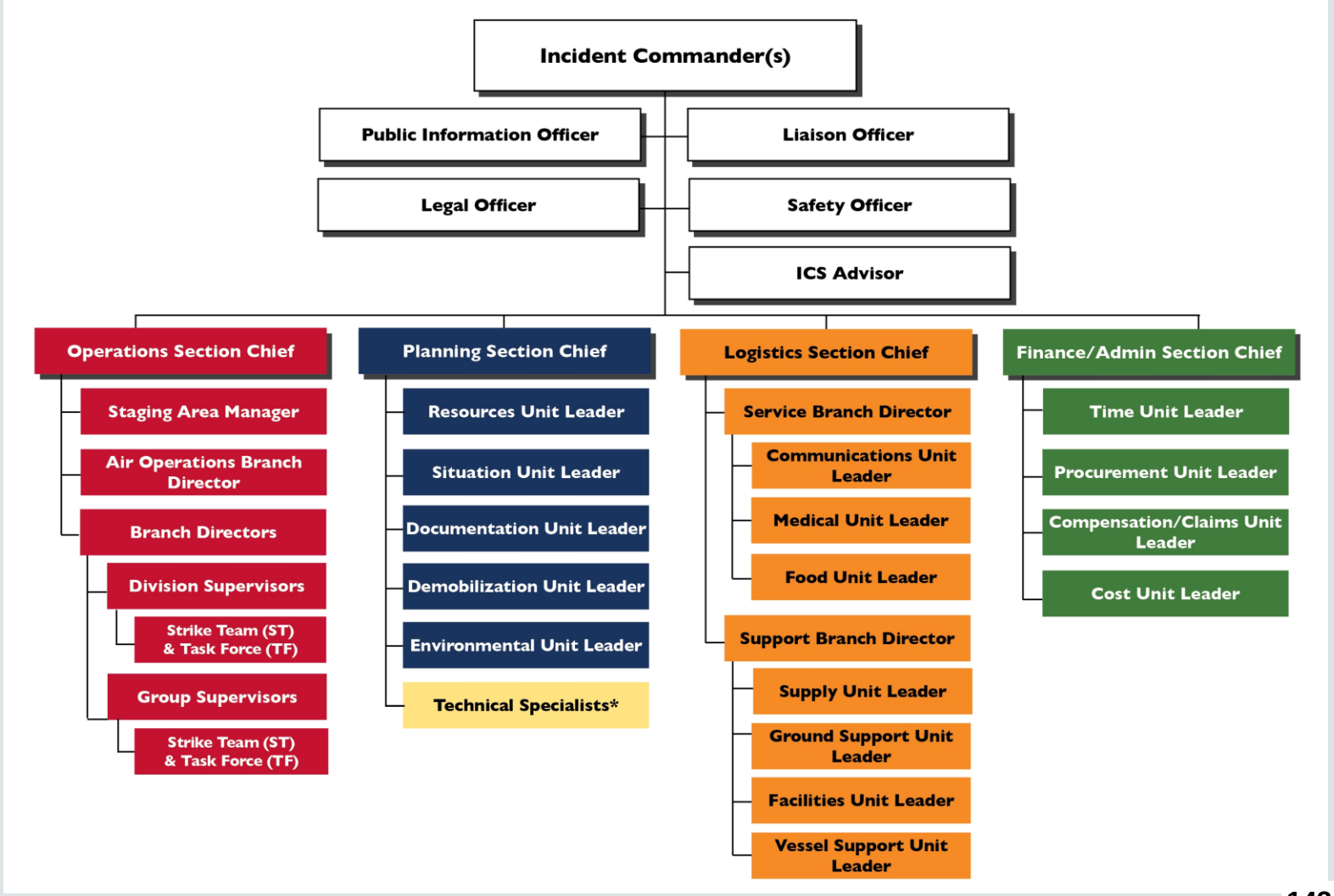
Providing critical **information** to the **public**



Providing **disaster** assistance **services** and resources

Incident Command System (ICS)

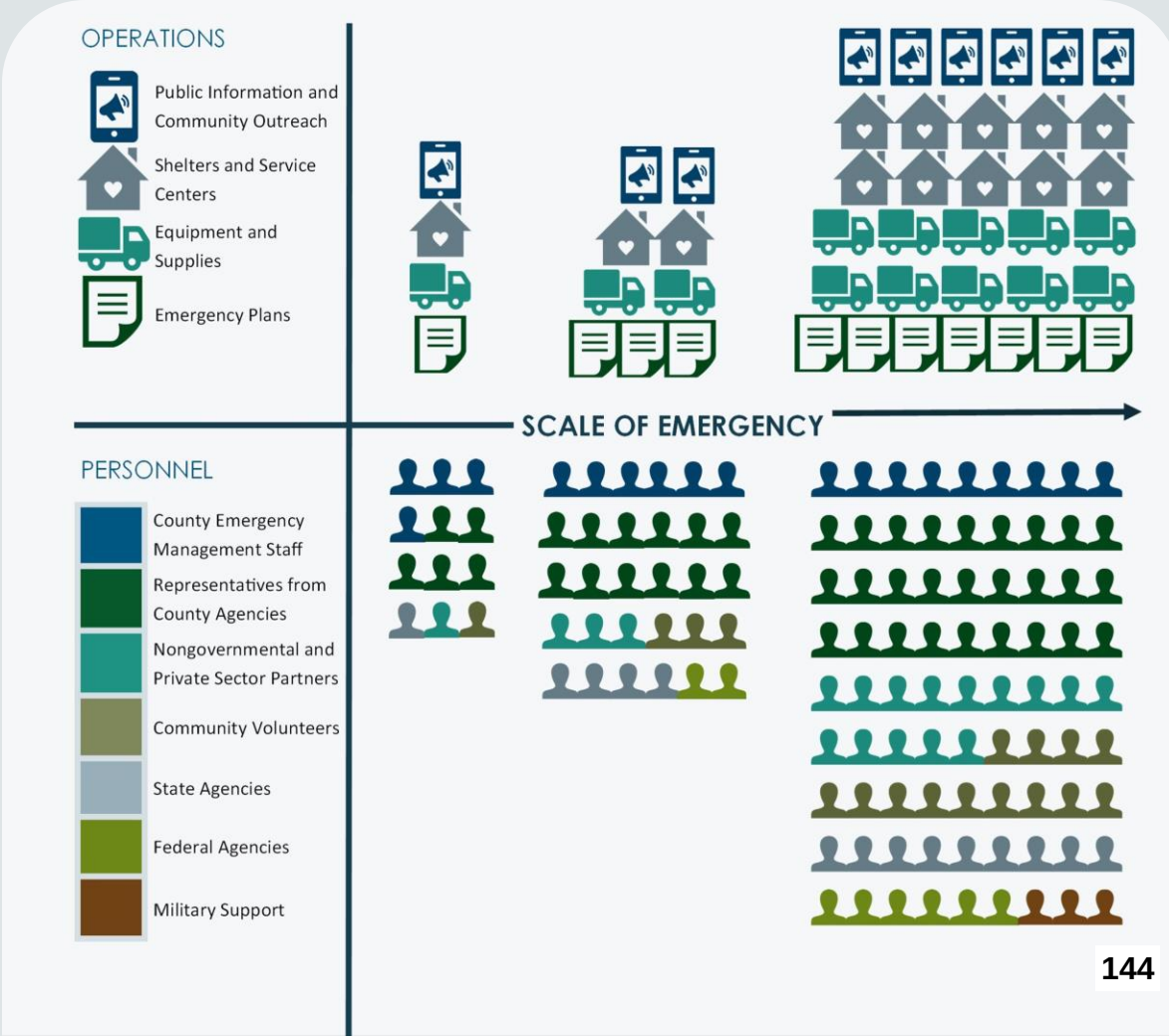
- The safety of responders and others.
- The achievement of tactical objectives.
- The efficient use of resources.
- Fires, hazmat, earthquakes, acts of terrorism
- Parades, celebrations and concerts
- Private sector emergency Small, large and complex incidents
- Single or multiple agency or jurisdiction incidents
- Wide-area search and rescue



Requesting Resources

When local and mutual aid resources are no longer sufficient, cities follow a structured process through the County and State to request and coordinate additional support.

- ✓ An emergency or **disaster exists** or is imminent
- ✓ The City Emergency Operations Center **(EOC) is activated**
- ✓ Incident requirements **exceed** the city's operational **capabilities**
- ✓ All reasonably **available local resources** have been committed or **exhausted**
- ✓ Mutual aid **resources** have been requested and are **insufficient** or unavailable



Standardized Emergency Management System

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

CALIFORNIA EMERGENCY SERVICES ACT

CALIFORNIA DISASTER ASSISTANCE ACT AND REGULATIONS

STANDARDIZED EMERGENCY MANAGEMENT SYSTEM REGULATIONS

DISASTER SERVICE WORKER VOLUNTEER PROGRAM REGULATIONS

EMERGENCY COMPACTS

- INTERSTATE CIVIL DEFENSE AND DISASTER COMPACT (1951)
- EMERGENCY MANAGEMENT ASSISTANCE COMPACT (2005)

CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

Incidents should be managed at the lowest level possible

Field
(Incident Command)

Local
(City or Special District EOC)

Operational Area
(County EOC)

State
(State Operations Center)

Federal
(Federal Operations Center)



Emergency Operations Center

A Coordination Hub for Emergency Response

Activation Levels

Level		Staffing
1	**Level 1: Full Activation** The EOC is activated with all staff positions filled. This level is usually associated with a local proclamation of the emergency.	**50-150 personnel**
2	**Level 2: Partial Activation** The EOC is activated with only necessary, selected positions.	**25-50 Personnel**
3	**Level 3: DEM Staff Situation Monitoring** The EOC is activated and staffed primarily by DEM personnel. Non-DEM representatives from key departments may also be present. Staffing will range from	**1-15 Personnel**
4	**Level 4: Duty Officer Status** The EOC is not activated, but the DEM Duty Officer is Providing 24/7 duty coverage	**1 Person**

Disaster Service Workers

Disaster Service Workers are public employees automatically activated during a proclaimed emergency to support response, recovery, and continuity of essential government operations.

- Defined under **California law** and activated when a local emergency exists
- All **city employees** and certain other public employees are designated as **Disaster Service Workers**
- Employees are **assigned** disaster-related duties as directed **by their jurisdiction**
- May be **reassigned** from routine **duties** to emergency operations roles



Emergency Operations Center Basics



Overview

- Central coordination hub for managing emergencies and disasters
- Scales based on incident size and complexity
- Brings together government leadership, departments, and partner agencies
- Supports Incident Command by managing strategy, resources, and information at the organizational level



Purpose

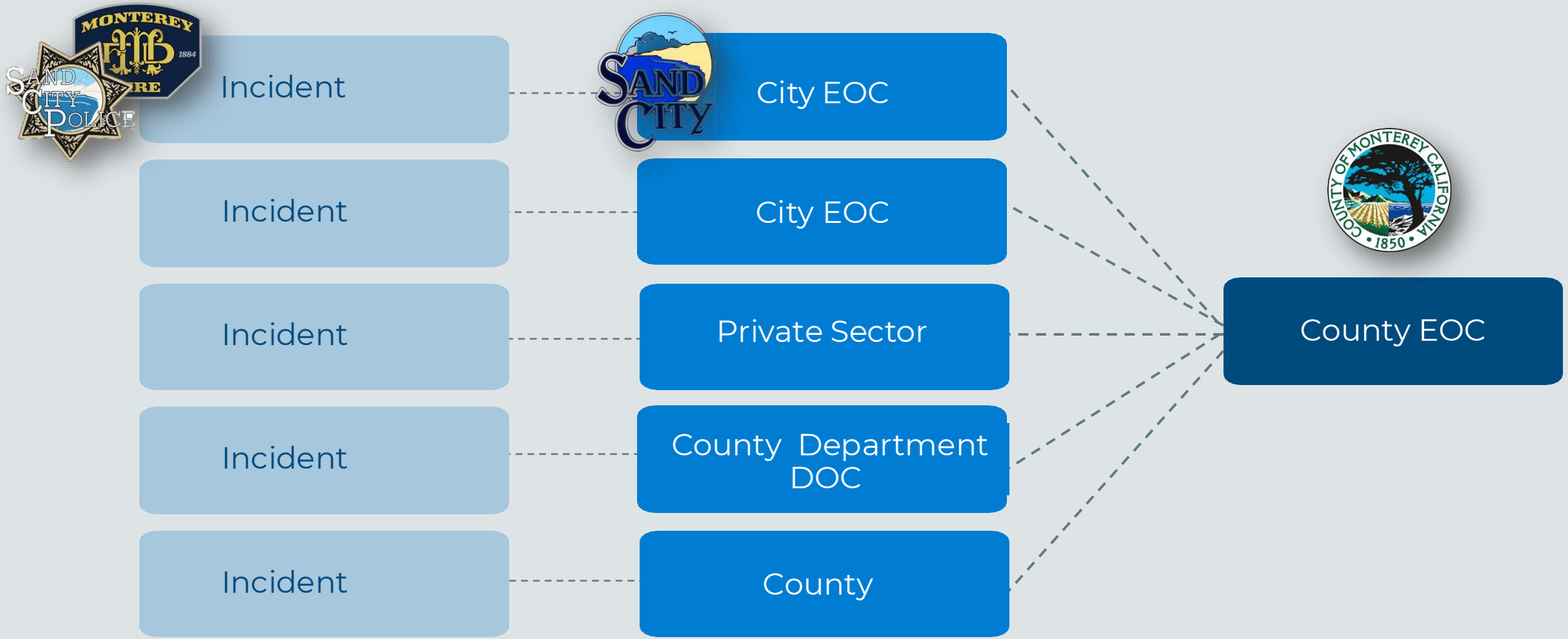
- Enable coordinated, timely decision-making during complex incidents
- Provide coordinated executive-level decision-making during complex or escalating incidents
- Integrate information from field operations into a unified operational picture for leadership action
- Coordinates with County EOC and the California Governor's Office of Emergency Services



Function

- Resource coordination and tracking
- Situational awareness
- Public information
- Policy direction
- Logistics
- Supports field Incident Command
- Maintains documentation for reimbursement

Emergency Operations Center Interface

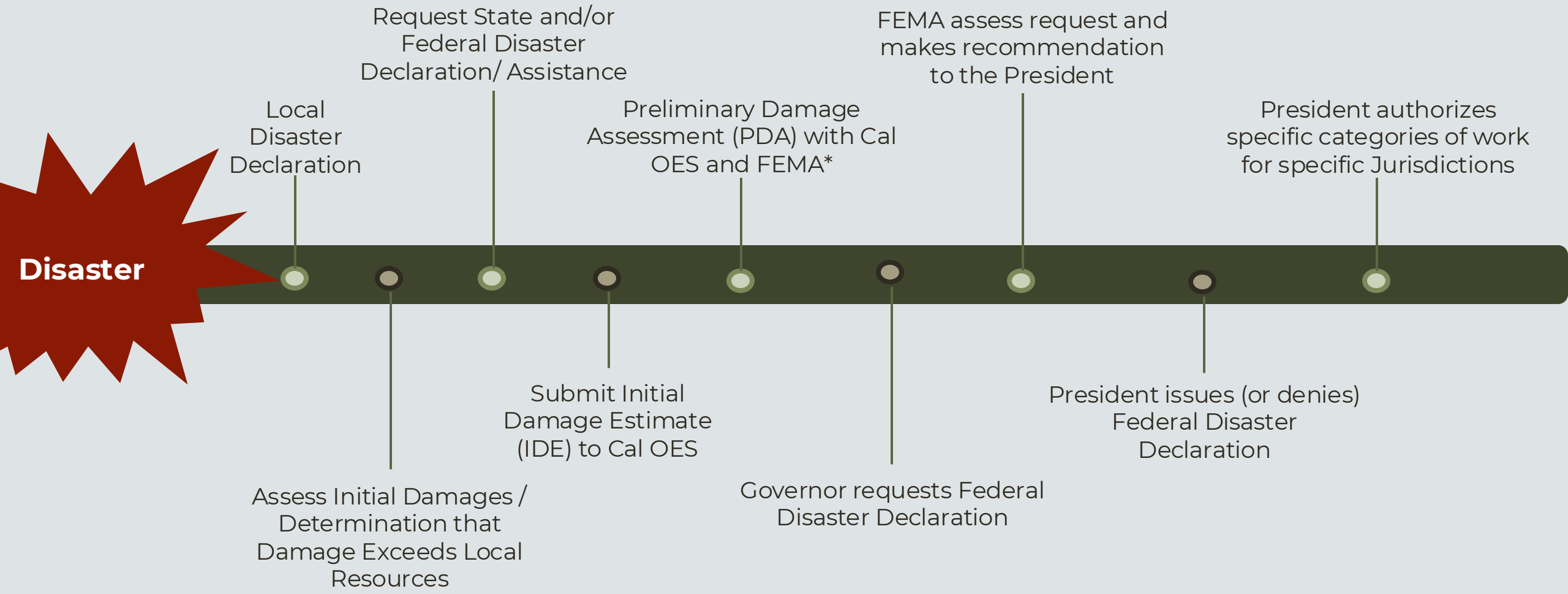




Damages & Recovery

Assessing Impacts, Stabilizing Conditions, and Guiding Long-Term Community Recovery

Disaster Declaration Process



Local Proclamation

Local emergency proclamations provide legal authority to mobilize resources, streamline decision-making, and access state and federal assistance during crises.

- **Authority**: Enables local government to forego certain regulations, expedite **procurement**, commandeer **resources**, activate Disaster Service **Workers**, and **coordinate** emergency services.
- **Proclamation Process**: Issued by the **City Manager** or **County Administrative Officer** within **10 days** of the incident start.
- **Ratification**: The local **governing body** must review and ratify the proclamation within **7 Days.**
- **Duration and Renewal**: Initial proclamation is **time-limited**; extensions require review and re-approval every 60 days.
- **Benefits**: Supports rapid response, first step to **access local, state, and federal emergency funding**, and enhanced interagency coordination.



10 Days
Proclamation

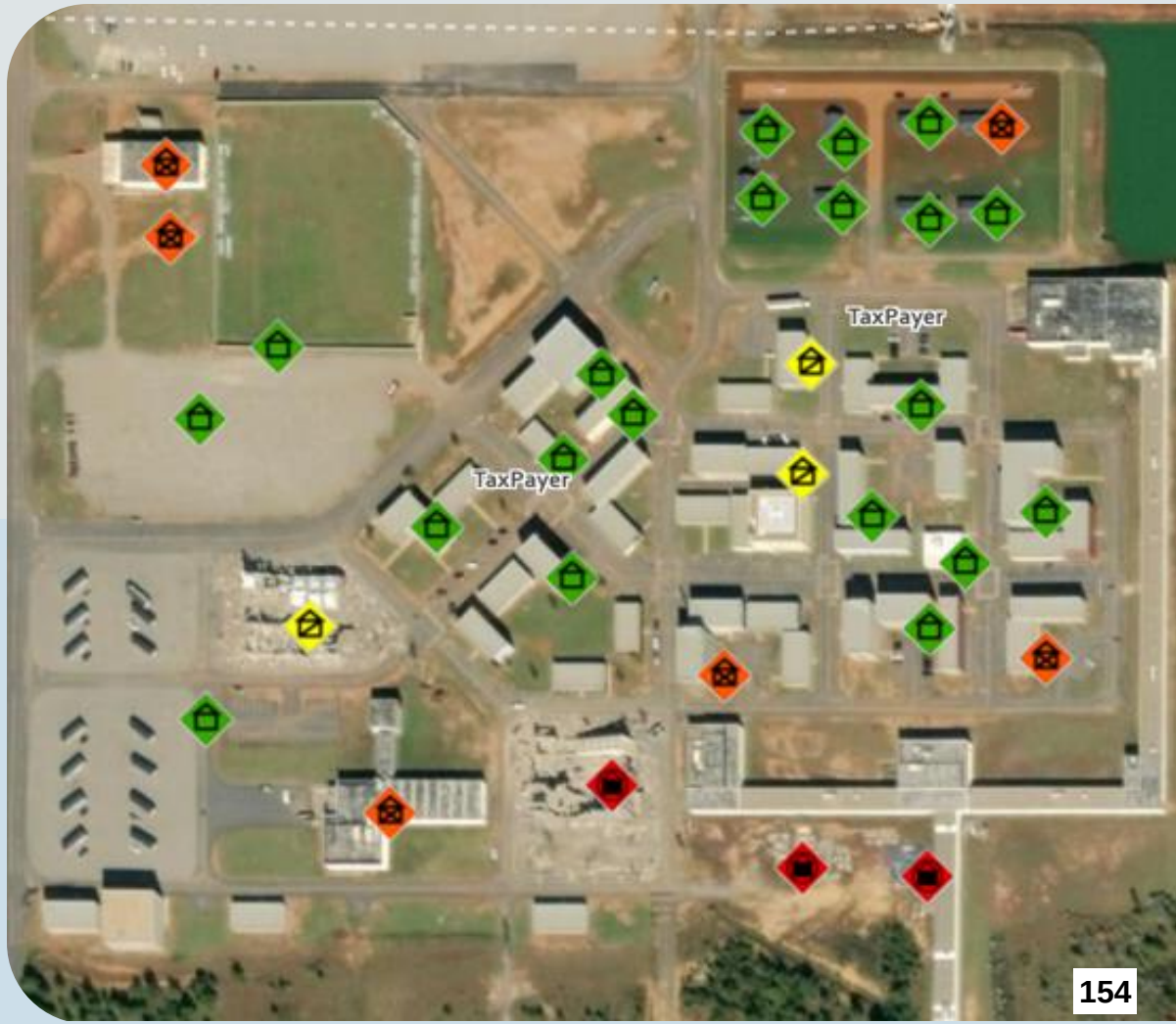
7 Days
Ratification

60 Days
Renewal

Damage Assessments

Damage assessments provide the factual foundation for disaster declarations, resource prioritization, and financial recovery by documenting the extent and severity of disaster impacts.

- Determine the scope, location, and severity of damages
- Establish a common operating picture for decision-makers



What is Assessed

- Public infrastructure and government facilities
- Homes, businesses, and critical infrastructure
- Debris, emergency protective measures, and community impacts

Damage Assessment Process



1

Initial Damage Assessment

- Conducted immediately following an incident to obtain a rapid, high level estimate of impacts to public and private property.
- Typically completed by local government staff using windshield surveys and field observations.
- Used to determine overall incident severity, inform emergency proclamations, and assess whether state assistance may be warranted.
- Focus is speed over precision. Numbers are preliminary and subject to change.



2

Preliminary Damage Assessment

- Initiated after immediate life safety operations stabilize, generally within several days to two weeks of the incident.
- Conducted by local and state officials to validate damages, document eligible costs, and refine impact estimates.
- Requires supporting documentation including site inspections, cost estimates, force account labor, equipment usage, and insurance information.
- Must be completed and transmitted to the State in sufficient time to support a potential Governor's request for federal assistance, typically within 30 days of the incident.



3

Joint Preliminary Damage Assessment

- Conducted jointly by local government, the State, and FEMA after the State determines federal assistance may be warranted.
- Occurs prior to a Governor's request for a Presidential Major Disaster Declaration.
- FEMA validates damages against federal eligibility criteria and funding thresholds.
- The Governor must request a Major Disaster Declaration within 30 days of the incident, unless an extension is granted; Joint PDA findings inform that formal request.

Emergency Funds



Local

- Establish and maintain local emergency reserve funds
- Document emergency response and recovery expenditures
- Track labor, equipment, materials, and contract costs
- Meet local procurement and financial accountability requirements
- Provide the required local cost share for eligible reimbursement programs



State

- Governor's State Proclamation
- State Proclamation prerequisite for California Disaster Assistance Act (CDAA) assistance
- Initial Damage Estimates (IDE)
- CDAA reimbursement program
- State reimbursement of up to 75% of the remaining non-federal share
- Eligible volunteer labor hours may be applied toward the local match



Federal

Emergency Declaration

- Federal support for life safety and emergency response
- Potential funding for emergency protective measures

Major Disaster Declaration

- Activates federal disaster assistance programs
- Public Assistance (PA) for eligible public agencies and certain nonprofit organizations
- Individual Assistance (IA) for eligible survivors, including housing assistance and other recovery needs, when authorized

Thresholds

Thresholds must be met under the Stafford Act for a Presidential Disaster Declaration, and minimal localized damage is generally not sufficient to qualify.

City of Sand City

$2,202

PA Threshold

$4.86

Per Capita Impact Indicator (FY 2026)

453

Population

Monterey County

$2,093,314

PA Threshold

$4.86

Per Capita Impact Indicator (FY 2026)

430,723

Population

State of California

$76,686,260

PA Threshold

$1.94

Statewide Per Capita Impact Indicator (FY 2026)

39.5 Million

Population

If a county receives a declaration, cities must still demonstrate comparable impact to be included, though in rare cases the State may consider city-specific declarations for isolated but significant events.

Per Capita Impact Indicator and Project Thresholds, Federal Emergency Management Agency (FEMA)

Types Of Disaster Declarations

Emergency Declarations

- An Emergency can be declared for any event when the President determines federal assistance is needed.
- Emergency Declarations supplement State and local efforts in providing emergency services.

Major Disaster Declarations

- A Major Disaster can be declared for any event that the President believes is beyond the capabilities of state and local government.
- Can provide a wide range of federal assistance.

Public Assistance

- Limited to only emergency work
  - A - Debris Removal
  - B - Emergency Protective Measures
- Emergency declarations often only include only Cat B and typically are limited to only **Direct Federal Assistance**

Can include both emergency and permanent work:

- A - Debris Removal
- B - Emergency Protective Measures
- C – Roads and Bridges
- D – Water Control Facilities
- E – Buildings and Equipment
- F – Utilities
- G – Parks, Recreational and Other Facilities

Individual Assistance

- The Individuals and Households Program (IHP) is the only form of IA that may be authorized
- Authorization of IHP under an emergency is rare

Assistance to individuals and households, may include:

- Individuals and Households Program
- Crisis Counseling Program
- Disaster Case Management
- Disaster Unemployment Assistance
- Disaster Legal Services
- Disaster Supplemental Nutrition Assistance Program

Hazard Mitigation

Not available for emergency declaration

Can be made available under a Major Disaster

Categories of Work



Category A: Debris Removal



Category B: Emergency Protective Measures



Category C: Roads and Bridges



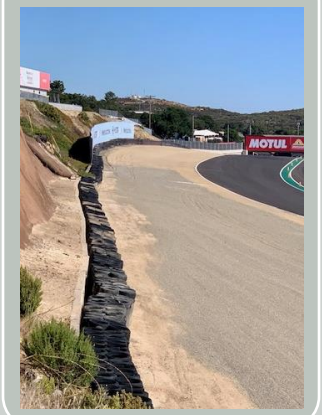
Category D: Water Control Facilities



Category E: Public Buildings and Equipment



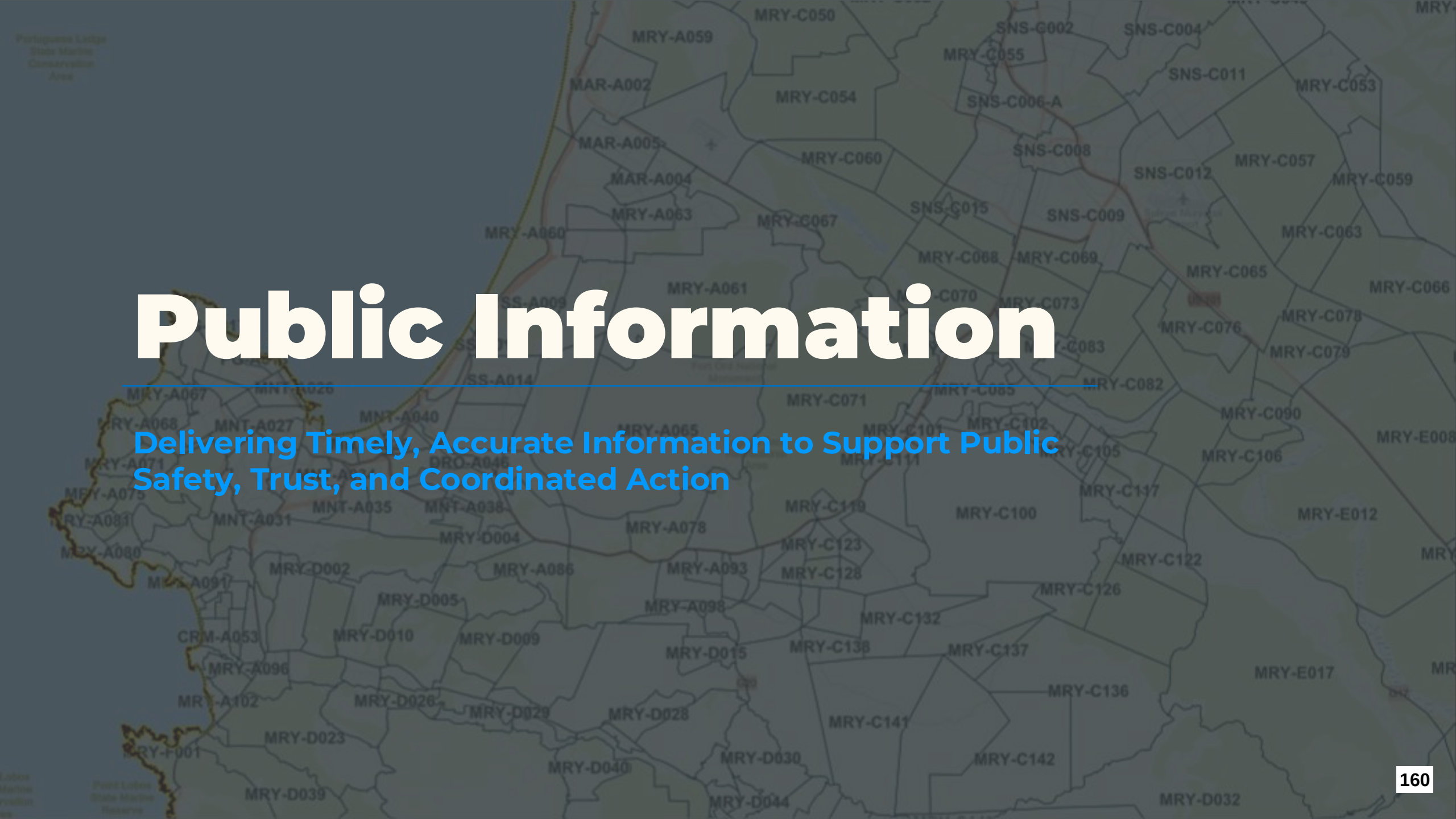
Category F: Public Utilities



Category G: Parks, Recreation, and Other

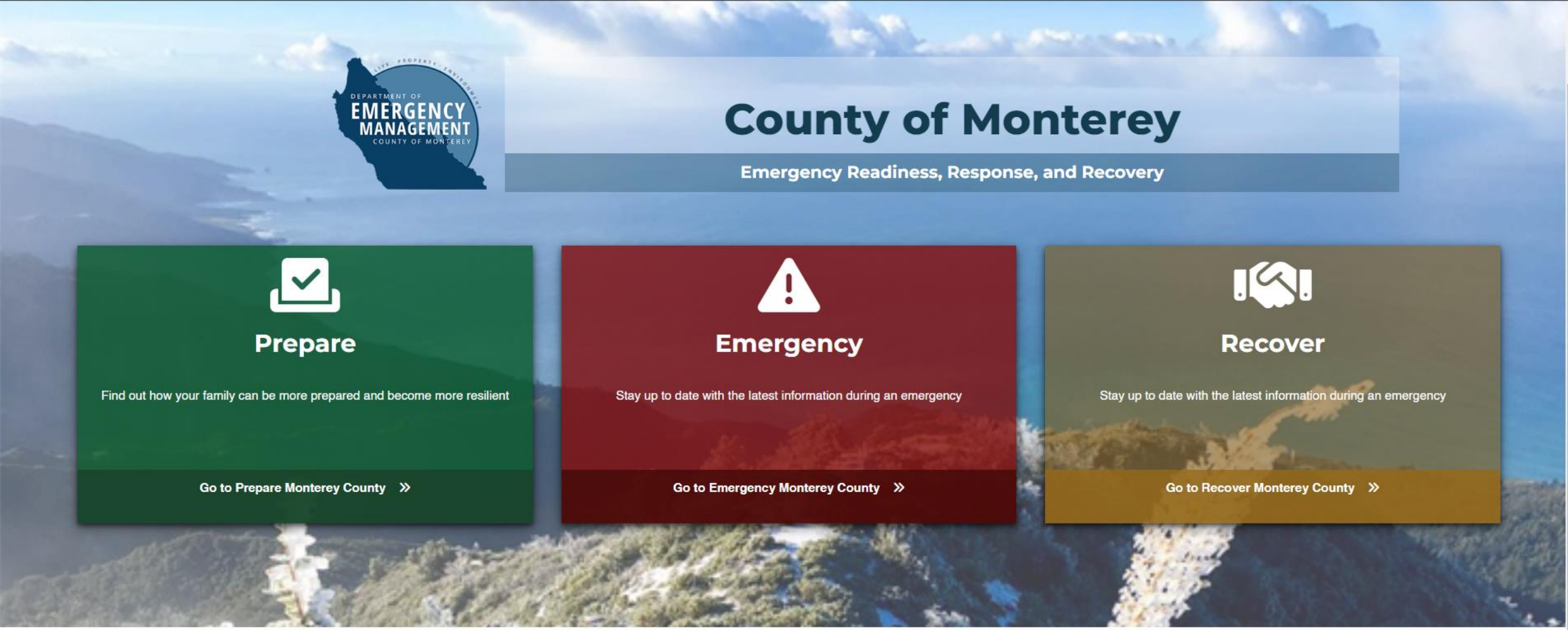
Emergency Work

Permanent Work



Public Information

Delivering Timely, Accurate Information to Support Public Safety, Trust, and Coordinated Action



ReadyMontereyCounty.org

Emergency Alerts

Alert Monterey County is the official countywide community alert and warning system.

- Provides **rapid** dissemination of emergency **notifications** through multiple communication channels, including **text, phone**, and **email**.
- Timely and accurate information
- Enhances public **awareness**, supports **informed** decision-making, and **strengthens** overall community **resilience** during evolving emergency situations.
- The system is managed and maintained by the Monterey County **Department of Emergency Management.**
- Municipal public safety agencies can **request access** or send alerts through **9-1-1 Dispatch**.



www.AlertMRY.org

Registered Contacts

165,810 Email

277,388 SMS

315,645 Location

413,262

Total Contacts



Role of Elected Officials

Program Investment

Strong response capabilities are built before disasters occur. Elected officials play a critical role by setting expectations, investing in preparedness, and ensuring accountability for public resources.



Expectations

- Understand emergency management authorities and responsibilities
- Build relationships with emergency management before disasters occur
- Become familiar with local emergency plans
- Support a culture of preparedness within the community



Resources

- Prioritize sustained investment in emergency management capabilities
- Fund personnel, training, equipment, and technology
- Support emergency planning, exercises, and public preparedness programs



Accountability

- Ensure public funds are used effectively and transparently
- Hold leadership accountable for maintaining readiness
- Set realistic expectations for government response and recovery
- Reinforce coordinated leadership and public communication

Calm in the Storm

Leadership Under Pressure

- Emergencies require steady, disciplined leadership in uncertain conditions
- Focus on facts, priorities, and coordinated action under rapidly changing circumstances

Command Presence

- Maintain calm, visible leadership to support public confidence
- Remain calm, composed, and measured in your words and actions
- Reinforce the work of first responders

Operational Focus

- Prioritize life safety and community needs over individual visibility
- Support staff and operational partners with clear direction
- Sustain long-duration incident management with stability and consistency





Media Relations

Elected officials play a critical role in shaping public confidence ensuring communications remain accurate, coordinated, and consistent.

Pre-Interview Preparation



- **Notify** the **Public Information Officer** (PIO) or Director of Emergency Services prior to any scheduled media engagement
- Coordinate **key talking points** and **verified information** in advance

Core Messaging Discipline



- Answer questions **directly, clearly, and concisely**
- Provide only **confirmed facts**
- **Avoid speculation or guessing**
- Do not provide information outside your role

Consistency and Coordination



- Ensure messaging is **consistent across all officials** and agencies
- Support a unified **“one voice, one message”** approach to public communication
- **Do not release information ahead** of the coordinated public information **process**.

Public Safety Communication Standards



- **Avoid over-reassurance** that may downplay risk or recovery complexity
- **Acknowledge uncertainty** when conditions are evolving
- **Reinforce public safety actions** without creating false certainty

Soundbites

- We are **aware of the incident** and have **established direct contact with public safety officials**. Several agencies are currently responding to meet the immediate needs of those affected by this incident.
- It is critical that **community members follow instructions** from local authorities and take any necessary **protective actions to stay safe**.
- This is an **evolving incident**. We are **working diligently with our partners** to gather the facts and **share accurate information** with the community as soon as possible.
- **I do not have an answer for you at this time**. Please provide your contact information with my office while we look into the matter and we will get back to you.
- Verified and up-to-date information will be disseminated from the County's **Joint Information Center**, www.ReadyMontereyCounty.org and from official social media accounts.
- This is a reminder to all Monterey County community members to have an emergency plan and supplies ready to go and to sign up for **Alert Monterey County Alerts at www.AlertMontereyCounty.com**. If we can't reach you, we can't alert you.





Access a Disaster Area

- **Request access** from the Director of Emergency Services or Incident Commander **to tour** an active disaster area, incident command post, or Emergency Operations Center.
- Bring at least one form of **identification**.
- **Park your car in a safe place** away from the incident and in an area where your vehicle **does not obstruct the road.**
- **Check in with the Incident Commander** or Liaison Officer as soon as you arrive.
- The Incident Commander may have **designated an on-scene PIO or liaison** present.
- Be prepared to **follow their guidance** and understand that if you are denied access, it is for your safety.
- Wear appropriate **PPE** (Mask, Vest, Hard Hat)
- Wear appropriate **clothing** (Close Toed Shoes, Layers, Sunscreen)
- Watch for hazards and **pay attention to your surroundings**.





Resilience in Action

AGENDA ITEM
9A.

Approve a Resolution Declaring a Vacancy on the City Council of Sand City

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Declare a Vacancy on the City Council and Discuss Options Regarding the Vacancy
DATE: July 7, 2026

BACKGROUND/DISCUSSION:
Vice Mayor Jerry Blackwelder was first appointed to the City Council of Sand City on February 4, 1997. His service to the City over three decades reflects an extraordinary commitment to the City and its residents. Through his thoughtful leadership and a focus on long-term success, Vice Mayor Blackwelder has played a significant role in the City's growth, prosperity, and continued vitality.

On June 29, 2026, Vice Mayor Blackwelder submitted a written resignation due to health reasons. The resignation is effective June 29, 2026, and creates a vacancy on the City Council. Sand City's Charter (Section 5) provides that the City Council may formally recognize a vacancy and adopt a process to fill the vacancy.

The City Charter sets the following process for Council vacancies:

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

Depending on the timing of the vacancy, the Council may appoint a replacement or leave the position vacant until the next scheduled election. The purpose of this agenda item is to formally recognize the vacancy, discuss the available options and direct the City Manager to take action if so desired.

Option 1 - Fill the Vacancy by Appointment
If the Council chooses to fill the vacancy, staff would prepare and return with a proposed appointment process, which would include:

- Public notice of the vacancy;
- An application period for interested residents;
- Public interviews of qualified applicants at a regular meeting; and
- Appointment by majority vote of the City Council.

This option restores a full five member Council for the remainder of the term, until December 31, 2026. The Council would avoid potential quorum considerations in the event of absences.

Option 2 - Leave the Seat Vacant Until the November Election
The Council may determine that the vacancy should remain unfilled until the November 3, 2026, election, allowing voters to select the next council member through the electoral process.

This option avoids the appointment process and places the selection directly before the electorate.

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

FISCAL IMPACT:
No significant additional fiscal impact is anticipated.

RECOMMENDATION:
1. Adopt a resolution declaring a vacancy on the City Council due to the resignation of Councilmember Blackwelder effective June 29, 2026; and
2. Discuss and provide direction regarding the method of filling the vacancy by either:
    - Initiating the appointment process to fill the vacant seat for the remainder of the term, or
    - Leaving the seat vacant until the upcoming November election, allowing the electors to determine representation through the election process.

ATTACHMENTS:
1. Sand City Charter
2. Resolution

CITY OF SAND CITY
RESOLUTION SC ___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING A VACANCY ON THE CITY COUNCIL OF SAND CITY

WHEREAS, Vice Mayor Jerry Blackwelder was first appointed to the City Council of Sand City on February 4, 1997; and

WHEREAS, Vice Mayor Blackwelder's service to the City over three decades reflects an extraordinary commitment to the City and its residents. Through his thoughtful leadership and a focus on long-term success, Vice Mayor Blackwelder has played a significant role in the City's growth, prosperity, and continued vitality; and

WHEREAS, On June 29, 2026, Vice Mayor Blackwelder submitted a written resignation due to health reasons; and

WHEREAS, Vice Mayor Blackwelder's resignation is effective June 29, 2026, creating a vacancy on the City Council; and

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

NOW, THEREFORE, THE CITY COUNCIL OF SAND CITY HEREBY RESOLVES AS FOLLOWS: The City Council of Sand City declares Vice Mayor Blackwelder's seat vacant effective June 29, 2026.

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of July 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CHARTER OF THE
CITY OF SAND CITY

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

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

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

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

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

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

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

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

Dated: 11 April '95

David K. Pendergrass, Mayor

Kelly Morgan, City Clerk

ATTEST:

Debra Taylor, Deputy City Clerk

AGENDA ITEM
9B.

Approve a Resolution Selecting City Council Member Marilee Diaz as Vice Mayor

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Appointment of Vice Mayor
DATE: July 7, 2026

BACKGROUND/DISCUSSION:
On June 29, 2026, Vice Mayor Blackwelder submitted a written resignation due to health reasons. The resignation is effective June 29, 2026, and creates a vacancy in the position of Vice Mayor of Sand City. Vice Mayor Blackwelder has served as the City's vice mayor since May of 2017.

While the Sand City's municipal code and the City's charter do not address the appointment process for a Vice Mayor, the past practice in Sand City has been for the Council to vote on such an appointment.

The Vice Mayor is a City Council member who temporarily steps in to act as the Mayor when the Mayor is absent, incapacitated, or otherwise unable to act. In the Mayor's absence, the Vice Mayor presides over City Council meetings and signs official documents. The Mayor has requested that Councilmember Diaz be appointed as the new Vice Mayor, and Council member Diaz has expressed an interest in doing so. Councilmember Diaz was appointed to the Council on April 18, 2023, and was elected to her seat on November 5, 2024. Her current term ends on December 31, 2028.

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

FISCAL IMPACT:
No fiscal impact is associated with this item.

RECOMMENDATION: Adopt a resolution appointing Councilmember Diaz as Vice Mayor of Sand City.

ATTACHMENTS:
1. Resolution

CITY OF SAND CITY
RESOLUTION SC _____, 2027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY SELECTING CITY COUNCIL MEMBER MARILEE DIAZ AS VICE-MAYOR

WHEREAS, in May of 2017, Jerry Blackwelder was selected as the Vice Mayor of the City Council of Sand City (Res. SC 17-33, 2017); and

WHEREAS, Vice Mayor Blackwelder has submitted a written resignation from his position on the Council effective June 29, 2026; and

WHEREAS, Vice Mayor Blackwelder's resignation creates a vacancy in the position of Vice Mayor for Sand City; and

WHEREAS, Sand City Council Member Marilee Diaz has expressed interest to be selected as Vice-Mayor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby selects City Council Member Marilee Diaz as Vice-Mayor of Sand City.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this____ day of July 2027, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED:

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
9C.

Receive and Discuss the General Plan Update Overview and Community Engagement Plan

City of Sand City

STAFF REPORT

TO:	Honorable Mayor and City Council
FROM:	Vibeke Norgaard, JD, City Manager; Brian Foucht, AICP, EMC Planning and Nicholas McIlroy, AICP, Planning Manager
AGENDA ITEM:	Informational Item
SUBJECT:	General Plan Update Overview and Community Engagement Plan – Review and Discussion
DATE:	July 7, 2026

INTRODUCTION

Sand City is undertaking a comprehensive update of its General Plan, the foundational policy document that guides land use, infrastructure, and community development decisions citywide. This report provides the City Council and the public with an overview of the General Plan Update (GPU), including why the update is needed, the project scope, state law requirements, and the Community Engagement Plan that will guide public participation throughout the planning process. This item is presented for informational purposes and discussion; no Council action is requested at this time.

The GPU is being led by a collaborative team consisting of City staff, EMC Planning Group, and a multidisciplinary group of technical subconsultants. City staff are responsible for overall project management, and coordination with the consultant team, while EMC manages preparation of the General Plan, including overseeing subconsultants, public outreach and engagement, and preparation of the anticipated environmental document (Program Environmental Impact Report). The core Sand City GPU Team includes:

- Vibeke Norgaard, JD, City Manager
- Nicholas McIlroy, AICP, Planning Manager
- Michael Groves, AICP, Senior Principal, EMC Planning Group
- Brian Foucht, AICP, Principal Planner and GPU Project Manager, EMC Planning Group

WHAT IS A GENERAL PLAN?

The General Plan serves as the City's long-range blueprint for future growth and development. California law requires every city and county to adopt a comprehensive General Plan that establishes goals and policies related to land use, transportation, natural resources, public safety, economic development, and quality of life. While the General Plan

does not approve individual development projects, it provides the policy framework used by the City Council, staff, developers, and the public when making future land use and infrastructure decisions. Zoning regulations, specific plans, capital improvement projects, and many public investments must be consistent with the General Plan.

BACKGROUND:

On January 20, 2026, after an RFP was issued and interviews conducted with interested applicants, the City Council adopted a Resolution authorizing staff to execute a professional services agreement with EMC Planning Group, Inc. for completion of the Sand City General Plan Update (GPU). The current General Plan was adopted in 2002 and covers the planning horizon through 2017. Sand City has undergone significant change since that time, and a comprehensive update is needed to reflect current conditions, align with new state law requirements, and establish a long-range vision, goals, and policies. These will guide growth, conservation, infrastructure investment, and community development through 2050.

EMC Planning Group (EMC) is a full-service planning and environmental firm that has provided planning and environmental consulting services throughout California, including Monterey County, for nearly five decades. The firm has an established history working with Sand City: it has provided planning services to Sand City for over 42 years. It also prepared the City's Vibrancy Plan (2019), Sustainable Transportation Plan (2021), West End Parking Plan (2023), 6th Cycle Housing Element and Objective Design and Development Standards (2024), and provides on-call planning services to the City. EMC is leading the GPU with a multidisciplinary team that includes:

- ELS Architecture & Urban Design – retail center visualizations and mixed-use design concepts for Sand City's commercial hubs
- Kosmont Companies – market assessment and economic development advisory services
- Hexagon Transportation Consultants – VMT analysis, intersection operations, and emerging mobility technology assessment
- WJV Acoustics – noise monitoring, Noise Element preparation, and CEQA acoustical documentation

SCOPE OF SERVICES:

The General Plan Update will be completed through seven major tasks that guide the project from initiation through adoption. Together, these tasks include project management, technical analysis, public outreach, preparation of the General Plan, environmental review, and public hearings.

General Plan Elements

The GPU will include the following mandatory and optional elements. EMC has already completed the Housing Element which was certified by the State in 2024 and is excluded from the current scope. Each element focuses on a different aspect of community planning, but together they create a comprehensive framework for future decision-making.

- **Land Use Element**: Designates the physical distribution, location, and density of housing, business, industry, public spaces, and waste facilities.
- **Circulation Element**: Plans the infrastructure for transportation and utilities, map out streets, bike lanes, public transit, and pedestrian pathways to ensure the safe movement of people and goods.
- **Conservation Element**: Guides the protection and management of natural resources, including water, forests, soils, rivers, mineral deposits, and wildlife habitats.
- **Open Space Element**: Governs the preservation of open lands for public health, outdoor recreation, scenic beauty, historic preservation, and the management of natural resource lands.
- **Safety Element**: Identifies and mitigates risks from natural and human-caused hazards like earthquakes, landslides, and flooding.
    - *Fire Hazard Planning / Wildland-Urban Interface (WUI)*: Implements specific building, evacuation, and vegetation rules to protect lives and properties where development meets fire-prone wildlands.
- **Environmental Justice Element** (required pursuant to SB 1000, 2016): Reduces unique health risks in disadvantaged communities by planning for decreased pollution exposure, improved food access, and equitable public facilities.
- **Noise Element**: Identifies and quantifies current and projected noise sources, such as highways, airports, and industrial areas, to guide land use compatibility standards.
- **Air Quality Element**: Establishes local policies to reduce greenhouse gas emissions, lower vehicle miles traveled and improve regional air quality standards.
- **Economic Development Element (**discretionary): Outlines local strategies to retain businesses, attract new industries, expand the tax base, and foster long-term job growth.
    - *Vibrancy Plan Alignment*: Uses local economic frameworks to tie land use policies directly to downtown revitalization, community identity, and regional market strengths.

State Law Compliance

Since the City's current General Plan was adopted in 2002, the legislature has enacted numerous laws affecting local planning. These changes require updates to topics such as climate adaptation, environmental justice, complete streets, wildfire planning, greenhouse gas reduction, active transportation, and habitat conservation. The GPU will ensure

compliance with all applicable state laws while reflecting local priorities. The list of required bills that the update will need to include is attached as Appendix A (Attachment 1).

COMMUNITY ENGAGEMENT PLAN

The first major deliverable under the GPU is the Sand City 2050 General Plan Community Engagement Plan attached as Appendix B (Attachment 2). The outreach plan establishes the framework, strategies and activities that the City will use to involve the City Council, residents, businesses, and stakeholders throughout the GPU process. Because the General Plan reflects the community's long-term vision, meaningful public participation is a critical component of the update. The Engagement Plan is a living document that will be updated as the project evolves.

Engagement Activities

The Engagement Plan identifies seven categories of outreach and engagement:

1. Project Webpage – A dedicated GPU webpage has been established at http://www.sandcity.org/2050gpu, providing project materials, notices, surveys, meeting announcements, and summaries. The webpage will serve as the central repository for project information throughout the update.
2. Newsletters, Flyers, and Mailers – City newsletters and targeted mailers will notify residents and stakeholders of milestones and upcoming meetings throughout the process.
3. Questionnaires/Surveys – Online and distributed surveys will gather community input on priorities such as land use, housing, mobility, economic development, and quality of life.
4. Community Events and Pop-Up Outreach – Staff and consultants will table at the Sand City Night Market, West End Celebration, and other community events to reach residents in informal settings.
5. Sand City Economic Vitality Workshop – A focused workshop for local businesses and community members will be held at the new Marriott hotel, with business canvassing and a targeted survey distributed in advance.
6. City Council Workshops – Two structured workshops will be held with the City Council and public: Workshop #1 (Community Visioning Session, August 2026) and Workshop #2 (Review of Proposed Alternatives, Policies, and Implementation Strategies, October 2026).
7. Public Hearings – Formal public hearings before the City Council will provide structured opportunities for review and comment prior to plan adoption.

Previous Outreach

The Engagement Plan builds on a substantial foundation of outreach conducted for related City planning efforts in recent years, including the Vibrancy Plan (2019), Sustainable

Transportation Plan (2021), West End Parking Plan (2023), 6th Cycle Housing Element (2024), Multi-Use Recreation Trail (ongoing), and Coastal Trail (ongoing). Themes from those efforts, including walkability, mixed-use development, housing diversity, coastal access, and economic vitality, will provide a strong foundation for the GPU's community visioning process.

Tentative Engagement Schedule

Table 1 presents the tentative schedule for engagement activities. This schedule is subject to change as the planning process evolves.

Engagement Activity	Timeframe
Project Kick-Off Mailer & Questionnaire	July 2026
City Newsletters	October 2026, January 2027, April 2027
Community Survey and Canvassing	July – September 2026
Sand City Night Market Informational Tabling	July, August and September 2026
Workshop #1: Community Visioning Session	August 2026
Sand City Economic Vitality Workshop	September 2026
West End Celebration Informational Tabling	August 22, 2026
Workshop #2: Review Draft Alternatives, Policies & Strategies	October 2026
CEQA Notice of Preparation	TBD
Public Review Draft General Plan Mailer	May 2027
Public Review Draft General Plan City Council Hearing	June 2027
Final Draft General Plan City Council Hearing	September 2027

Table 1. Tentative Engagement Schedule[1]

CEQA:

This informational item does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines Section 15378. No environmental review is required at this time.

[1] *Note: Schedule is subject to change.*

The General Plan Update will undergo environmental review following completion of draft elements. The level of review will be determined after an initial environmental screening, although a Program Environmental Impact Report (Program EIR) is currently anticipated. If required, the environmental review process will include public scoping, tribal consultation, preparation of draft and final environmental documents, CEQA findings, and filing of a Notice of Determination.

FISCAL IMPACT:
There is no fiscal impact associated with receiving this informational item. Funding for the GPU professional services agreement with EMC Planning Group was approved by the City Council on January 20, 2026.

RECOMMENDATION:
Receive and discuss the General Plan Update Overview and Community Engagement Plan as an informational item. No action is required.

ATTACHMENTS:

1. Appendix A – Summary of GPU Bills
2. Appendix B – Sand City 2050 General Plan Community Engagement Plan

APPENDIX A
Summary of Bills Required for the General Plan Update

- AB 32 – California Global Warming Solutions Act (2006): Requires the state to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020. General plans must address GHG reduction strategies, particularly through land use, transportation, and energy policies.
- AB 2140 – Local Hazard Mitigation Plan Integration (2006): Allows cities to integrate a Local Hazard Mitigation Plan (LHMP) into the Safety Element. Cities that do so become eligible for increased federal hazard mitigation funding.
- AB 162 / SB 5 – Flood Control (2007): Requires the Safety Element to address flood hazards, including areas subject to inundation from rivers, lakes, and reservoirs. The Land Use Element must identify flood plains and areas subject to flooding.
- SB 375 – Sustainable Communities Strategy (2008): Requires metropolitan planning organizations (MPOs) to develop a Sustainable Communities Strategy (SCS) that integrates land use and transportation planning to reduce GHG emissions from passenger vehicles. General plans must be consistent with regional SCS targets.
- AB 1358 – Complete Streets Act (2008): Requires the Circulation Element to address the multimodal transportation needs of all users – including pedestrians, cyclists, transit riders, and persons with disabilities – not just motorists. Streets must be planned to serve all modes of travel safely.
- SB 226 – Expedited Infill Development (2011): Streamlines environmental review for infill development projects that are consistent with an adopted general plan or specific plan for which a program EIR has been certified, encouraging compact and efficient land use patterns.
- SB 743 – Transportation Impact Analysis / VMT (2013): Shifts the standard for evaluating transportation impacts under CEQA from level of service (LOS) to vehicle miles traveled (VMT). General plans must incorporate VMT-reduction strategies, and the Circulation Element should reflect this change in methodology.
- AB 1739 – Sustainable Groundwater Management Act (2014): Establishes a framework for sustainable local groundwater management. General plans must be consistent with adopted Groundwater Sustainability Plans, particularly in areas reliant on groundwater as a primary water source.
- AB 52 – Tribal Cultural Resources (2014): Requires lead agencies to consult with California Native American tribes during CEQA review when a project may affect tribal cultural resources. The Conservation Element should establish policies for the identification, preservation, and protection of these resources.
- SB 379 / SB 32 – Climate Change Adaptation and 2030 GHG Target (2015/2016): SB 379 requires the Safety Element to address climate adaptation and resiliency strategies. SB 32 establishes a statewide GHG reduction target of 40 percent below

1990 levels by 2030, which general plans must support through land use and policy frameworks.

- SB 1000 – Planning for Healthy Communities / Environmental Justice Element (2016): Requires cities and counties that have disadvantaged communities within their boundaries to adopt an Environmental Justice Element or integrate environmental justice policies into other elements. The GPU will include a standalone Environmental Justice Element addressing public health, pollution exposure, access to parks and recreation, and civic engagement.
- SB 1035 – Climate Pollution Reduction in Low-Income Homes (2018): Directs state agencies and local governments to prioritize GHG reduction measures in low-income communities, with a focus on building decarbonization and energy efficiency. General plans should incorporate policies supporting these goals in applicable residential areas.
- AB 747 / SB 99 – Hazard Mitigation and Safety Element (2019): Requires the Safety Element to address evacuation route capacity and identify residential development in high fire hazard severity zones. The updated Safety Element must include a review of evacuation routes and an assessment of their adequacy during emergency conditions.
- SB 932 – Active Transportation Requirements (2022): Requires the Circulation Element to include a pedestrian and bicycle plan and to identify a network of pedestrian and bicycle facilities. The plan must address safety, connectivity, and access for non-motorized users, which is particularly relevant given Sand City's compact geography and coastal trail network.
- SB 1425 / AB 1889 – Open Space and Habitat Connectivity: Requires the Open Space Element to address wildlife movement corridors and habitat connectivity, including an evaluation of linkages between open space areas. For Sand City, this is particularly relevant to the East Dunes, which supports sensitive coastal habitat.

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3.0 TENTATIVE ENGAGEMENT SCHEDULE 3-1

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1.0 Introduction

1.1 Purpose

Sand City is undertaking a comprehensive update of its General Plan, the long-range policy document that guides how the City grows, develops, and invests in public infrastructure and services over the next 25 years. The current General Plan was adopted in 2002 and has guided the City's development for over two decades. The 2050 General Plan Update will build on that foundation, incorporating new state law requirements, updated existing conditions, and community input to shape Sand City's vision through 2050.

The 2050 General Plan Community Engagement Plan (Engagement Plan) summarizes the strategies and process the City of Sand City will follow to engage the public and other stakeholders in the preparation of the Sand City 2050 General Plan Update.

Engaging the community in the planning process and incorporating feedback is essential to ensuring the Sand City General Plan addresses the requirements of state law, reflects the priorities of the community, and ensures that the strategies for achieving goals set forth in the General Plan are feasible, equitable, and can be implemented with support from the community. The Engagement Plan is intended to ensure that outreach is conducted in a deliberative manner. The Engagement Plan is a living document and is expected to be revisited, augmented, or modified during the General Plan update process.

1.2 Previous Outreach Conducted

Several outreach activities have occurred in Sand City over the last few years for different planning initiatives in the City. The following summarizes these planning efforts and key takeaways from the outreach conducted.

Vibrancy Plan (2019)

Community engagement conducted as part of the Sand City Vibrancy Plan included formation of a Technical Advisory Committee comprised of property owners, artists, residents, and City representatives; community workshops; outreach at local events such as the West End Celebration; and questionnaires distributed to gather public input. The community workshops included interactive activities designed to solicit detailed feedback on the future of the West End District.

Participants reviewed existing conditions and precedent imagery, identified opportunities and constraints on maps, discussed desired land uses and development character, and prioritized potential improvements using facilitated exercises and dot-voting activities. These exercises allowed participants to identify preferred streetscape improvements, building types, public spaces, and economic development opportunities for the district. Key themes from community feedback included a desire to enhance walkability and streetscape improvements, support arts and creative businesses, encourage vibrant mixed-use development, improve parking and circulation, and preserve the district's unique artistic identity while accommodating thoughtful growth and investment.

Sustainable Transportation Plan (2021)

Community engagement conducted as part of the Sand City Sustainable Transportation Plan included public meetings, coordination with regional agency stakeholders, and a community survey to gather input on transportation needs and priorities. Stakeholder coordination involved consultation with local and regional partners to discuss existing transportation conditions, mobility challenges, and opportunities to improve connectivity within Sand City and to surrounding communities. These efforts engaged residents, business owners, and other stakeholders in identifying mobility priorities. Key themes from community feedback included improving pedestrian and bicycle safety, enhancing connectivity within Sand City and to regional destinations, and expanding transportation options to reduce reliance on automobile travel.

West End Parking Plan (2023)

The City conducted outreach through public meetings and presentations to the City Council, where project recommendations were presented and public comment was invited. In addition, the environmental review document for the plan was released for a 30-day public review period, during which materials were made available online and in hard copy at City Hall and the public library for community review and input.

Public feedback gathered through these efforts informed the development of strategies to address parking demand in the West End District. Key themes included the need to improve the availability and management of public parking to support the district's evolving mix of uses—such as arts, entertainment, restaurants, and residential development—while ensuring parking solutions support continued economic activity and visitor access in the area.

6th Cycle Housing Element Update (2023-2031) (2024)

Preparation of the Sand City 6th Cycle Housing Element (2023–2031) included a comprehensive community engagement process designed to gather input on housing needs, constraints, and opportunities. Outreach activities included public workshops and community meetings, coordination with local stakeholders, and a community survey distributed to collect feedback from

residents and property owners. The workshops provided opportunities for participants to learn about the Housing Element update process, review housing needs and Regional Housing Needs Allocation (RHNA) requirements, and discuss potential housing strategies and suitable locations for housing development.

Survey responses and workshop discussions indicated that while many respondents expressed interest in living in Sand City, barriers such as limited housing supply, lack of diverse housing types, and housing affordability constrain opportunities to do so. Participants expressed interest in a broader mix of housing options, including townhomes, apartments, accessory dwelling units, live/work units, and senior housing. Additional feedback highlighted the importance of housing affordability, access to parks and the beach, proximity to employment, and the City's vibrant arts community as factors that attract people to Sand City. These themes informed Housing Element programs focused on expanding housing supply, supporting diverse housing types, and encouraging housing development in appropriate locations.

Multi-Use Recreation Trail (Ongoing)

The City conducted outreach to inform the planning and design of the Sand City Multi-Use Recreation Trail through coordination with public agencies, engagement with local businesses, community events, and an online public survey. Outreach materials and survey information were shared through the City's website and newsletter and distributed at community events, including the Sand City Birthday BBQ, Night Market 831, and the West End Celebration.

Public feedback gathered through these efforts highlighted strong interest in using the trail for walking, biking, and recreation. Key themes included the importance of an attractive trail design with native landscaping and natural materials, the inclusion of amenities such as benches and fitness stations, and trailside parking to support access for users of different abilities arriving by vehicle. Further, there will also be a need to prioritize safety features—particularly lighting, clear signage, and safe pedestrian crossings. Input reflected broad community support for the project and a desire for a trail that enhances recreation, connectivity, and the overall experience of the area. Overall, 14 letters of emphatic support have been received from adjacent and surrounding cities, Monterey County, regional planning agencies, special service districts, recreation interests, the military, and State and Federal legislators.

Coastal Trail (Ongoing)

The City conducted outreach for the Sand City Coastal Trail project through community events, tribal consultation, and in-person questionnaires. Outreach included tabling at the West End Celebration in 2024 and 2025, engagement at the October 4, 2024 Night Market, and consultation with tribal representatives. In addition, questionnaires were distributed to gather public input on the proposed trail and related improvements.

Public feedback gathered through these efforts indicated strong support for improving coastal access and expanding recreational opportunities along the shoreline. Key themes included the importance of protecting sensitive coastal habitats while providing safe and accessible public access, enhancing the coastal experience through amenities and viewpoints, and improving connectivity between the City's commercial areas, neighborhoods, and the coastline. Community input also emphasized maintaining the natural character of the coastal environment while creating a welcoming destination for residents and visitors.

1.3 Engagement Goals

The Engagement Plan is designed to ensure that the Sand City General Plan is informed by a comprehensive and meaningful community engagement process and builds upon previous outreach efforts conducted for the related projects identified above. The process will provide residents, businesses, and community stakeholders with multiple opportunities to participate in shaping the vision, guiding principles, and policy priorities that will direct Sand City's future.

The goal of the engagement process is to foster strong community ownership of the General Plan by ensuring that the perspectives and priorities of Sand City residents are meaningfully incorporated into the plan. Input gathered through this process will help guide policies, programs, and investments that support sustainable growth, community vitality, and equitable development over the next 20-year planning horizon.

1.3 Target Stakeholders

The following groups represent target stakeholders for the Sand City General Plan update process, including public agencies, nonprofit organizations, business owners, property owners, and community members. Engaging these stakeholders will help ensure that the planning process reflects a broad range of perspectives and supports informed decision-making.

Stakeholder Groups

- Residents;
- Business owners (managers and employees);
- Property owners; and
- Arts groups.

Community / Non-Profit Organizations / Investor-owned Public Utilities

- Arts Council for Monterey County (Arts4MC);
- California American Water Company (Cal-Am);

- Community Human Services (CHS);
- Fort Ord Regional Trail and Greenway (FORTAG);
- Land Watch;
- Monterey Bay Economic Partnership; and
- The Salvation Army Good Samaritan Day Center.

City Advisory and Decision-Making Bodies

- Sand City Arts Committee;
- Sand City Design Review Committee; and
- City Council.

City Departments

- City Manager's Office;
- Engineering Department (Harris & Associates);
- Fire Department (City of Monterey);
- Planning Department;
- Police Department; and
- Public Works Department.

Other Government Agencies

- Association of Monterey Bay Area Governments (AMBAG);
- City of Marina;
- City of Del Rey Oaks;
- City of Seaside;
- City of Monterey;
- Local Agency Formation Commission (LAFCo) of Monterey County;
- Monterey Bay Unified Air Pollution Control District;
- Monterey County Housing and Community Development;
- Monterey County CDBG Urban County Standing Committee;
- Monterey One Water (M1W);
- Monterey Peninsula Airport District;

- Monterey Peninsula Regional Park District;
- Monterey Peninsula Water Management District (WPMD);
- Monterey Regional Waste Management District (ReGen Monterey);
- Monterey-Salinas Transit (MST);
- Seaside County Sanitation District; and
- Transportation Agency for Monterey County (TAMC).

2.0
Community Engagement Activities

The following engagement methods represent the City's approach to supporting the comprehensive update of the Sand City General Plan. These methods are designed to bring together residents, stakeholders, City staff, elected officials, and decision-makers to ensure broad participation and collaborative problem-solving in alignment with the goals and guiding principles of this document.

2.1 Project Webpage

As a starting point for conducting extensive outreach, the City established a dedicated Sand City General Plan Update webpage to provide clear and accessible information about the update process and opportunities for public participation. The webpage will include notices, project materials, surveys, meeting announcements, and meeting summaries, ensuring ongoing transparency and access to information throughout the planning process.

Project webpage: https://sandcity.org/2050gpu/

If you would like to be added to the public distribution list, please email: nmcilroy@sandcityca.org with the subject "Sand City General Plan Update Outreach". For more information contact Nick McIlroy at (831)394-3054.

2.2 Newsletters, Flyers, and Mailers

The City will utilize a combination of newsletters, flyers, and mailers to inform residents and stakeholders about the Sand City General Plan update and opportunities to participate in the planning process. These materials will provide timely updates on project milestones and notify the community of upcoming workshops, public meetings, informational tabling events, and opportunities to review and comment on draft materials. Distribution through both digital and print formats will help ensure broad awareness of the planning process and encourage participation from a diverse cross-section of the community.

2.3 Questionnaires/Surveys

Questionnaires and/or online surveys will be utilized to gather input from residents, business owners, and other stakeholders throughout the Sand City General Plan update process. These tools will provide an accessible and convenient way for community members to share their perspectives on key topics such as community priorities, land use, housing, mobility, economic development, and quality of life. Surveys may be distributed through the project webpage, City newsletters, and outreach events to encourage broad participation. Feedback collected through these questionnaires will help inform the development of goals, policies, and strategies included in the General Plan.

2.4 Community Events and Pop-Up Outreach

The City will leverage existing community events to conduct in-person outreach at events such as the Sand City Night Market, the Annual West End Celebration, and other pop-up events to engage residents, business owners, and community members in the General Plan update process. These events provide opportunities to reach a broad cross-section of the community in informal and accessible settings. Project team members will host informational tables where attendees can learn about the General Plan update, review project materials, participate in interactive activities, and provide feedback. Conducting outreach at established community events will help increase awareness of the planning process and encourage participation from individuals who may not otherwise attend formal meetings or workshops.

2.5 Sand City Economic Vitality Workshop

The City will hold an Economic Vitality Workshop for businesses and the local community at the new Marriott hotel, focused on moving Sand City forward. Staff will canvas the local business community and distribute postcards with the meeting date on them and QR codes to a survey for businesses to complete.

2.6 City Council Workshops

City Council workshops will provide an interactive forum for residents and decision-makers to participate in visioning and planning exercises, such as mapping activities and facilitated small-group discussions. These workshops will allow participants to identify community priorities, review draft concepts, and provide input to help guide strategies and policy development for the General Plan.

Workshop #1: Community Visioning Session

A three-hour facilitated workshop will be held with the City Council and public to establish a shared vision and policy direction for the General Plan Update. The purpose of this session is to identify

the community's long-term vision for Sand City and determine how that vision should be reflected in the General Plan. The workshop will:

- Provide stakeholders with the opportunity to review the City's most recently adopted plans and discuss how they should inform the General Plan vision and direction;
- Review and refine the draft guiding principles developed from these plans and community input;
- Consolidate community and stakeholder feedback to guide the development of the General Plan alternatives; and
- Ensure that the General Plan update and resulting land use alternatives are consistent with Sand City's unique character and existing land use patterns, particularly given the City's small geographic size (0.5 square miles including the coastal zone, and 0.165 square miles excluding the coastal zone).

Workshop #2: Review and Refine Proposed Alternatives, Policies, and Implementation Strategies

A follow-up workshop will be held with the City Council and public to review the proposed guiding principles, land use alternatives, policy recommendations, and implementation strategies. This workshop will:

- Present the draft vision statement, guiding principles, and policy framework developed from Workshop 1 and subsequent public engagement activities;
- Review draft land use alternatives and associated policy options, including potential implications for infrastructure, transportation, housing, and economic development;
- Provide an opportunity for City Council and the public to give feedback on the draft materials prior to preparation of the Public Review Draft General Plan; and
- Identify any final refinements needed to ensure the General Plan aligns with community priorities, statutory requirements, and the City's long-term development goals.

2.7 Public Hearings

Formal public hearings before the City Council will provide structured opportunities for the public to review and comment on the draft Sand City General Plan. These sessions ensure that community input is incorporated into the formal decision-making process leading up to plan adoption.

3.0
Tentative Engagement Schedule

Table 1, Tentative Engagement Schedule, presents a tentative schedule for implementing the engagement activities identified in Section 2.0, Community Engagement Activities, of this Engagement Plan. This schedule is tentative and subject to change as the planning process evolves.

Table 1 Tentative Engagement Schedule

Engagement Activity	Timeframe
Project Kick-Off Mailer & Questionnaire	July 2026
City Newsletters	June 2026 October 2026 January 2027 April 2027
Community Survey and Canvasing	July - August 2026
Sand City Night Market Informational Tabling Event	May 1, 2026 June 5, 2026 July 2026 August 2026
Workshop #1: Community Visioning Session – Guiding Principles	August 2026
Sand City Economic Vitality Workshop	September 2026
West End Celebration Informational Tabling Event	August 22, 2026
Workshop #2: Review and Refine Proposed Alternatives, Policies, and Implementation Strategies	October 2026
CEQA Notice of Preparation	TBD
Public Review Draft General Plan Mailer	May 2027
Public Review Draft General Plan City Council Hearing	June 2027
Final Draft General Plan City Council Hearing	September 2027

Note: The information contained in this table is subject to change.

AGENDA ITEM
9D.

Approve a Resolution to Adopt the City Emergency Operations Plan Revision 2.0

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Honda, Chief of Police
SUBJECT: Acceptance of the City of Sand City Emergency Operations Plan, Revision 2.0
DATE: July 7, 2026

BACKGROUND/DISCUSSION:
The Standardized Emergency Management System (SEMS) has its history stemming from the response to numerous fire disasters in Southern California in the 1970's, the catalyst being the catastrophic Northern California Oakland Hills fires in 1991. SEMS was developed from legislation introduced in 1992 and signed into law in 1993. Its policies and procedures are set forth in the California Emergency Services Act (CESA), California Government Code, Title 2, Division 1, Chapter 7, Section 8607. It requires all state agencies to utilize SEMS. SEMS provides a standardized framework for coordinating emergency and disaster operations across multiple jurisdictions and agencies throughout the state.

The National Incident Management System (NIMS) was officially established in March 2004 in response to the Homeland Security Presidential Directive -5 (HSPD-5), issued by President George W. Bush after the September 11, 2001 attacks (9/11). HSPD-5 establishes single, unified incident management system, NIMS, as the national standard for preventing, preparing for, responding to, and recovering from incidents, regardless of cause, size, location, or complexity. NIMS has it developmental roots in the State of California's response to the state-wide catastrophic fires so NIMS and SEMS are congruent.

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure that adequate resources, facilities and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation. The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA). The MMAA was developed in 1950 and has been adopted by the state, all 58 counties, and SEMS compliant cities. The agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other

jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies.

The Federal Emergency Management Agency (FEMA) requires state and local jurisdictions to adopt the NIMS and CESA requires local jurisdictions to adopt SEMS to ensure a consistent and unified response to widespread emergencies and catastrophes (California Code of Regulations, Title 19, Division 2, Chapter 1, Article 4, Section 2407). CESA authorizes counties and cities to form disaster councils by ordinance and in doing so each jurisdiction must create an Emergency Operations Plan (EOP) in accordance with SEMS and the FEMA Comprehensive Planning Guide 101 (CPG 101) (Title 2, Division 2, Chapter 7, Article 10, Section 8610). The purpose of an EOP is to provide a framework for responding to large scale or multi-agency emergencies and natural disasters.

The MMAA requires cities to abide by the mutual aid agreement and adopt a city resolution to that effect. Cities must also comply with the requirements set forth in NIMS, CESA, and the MMAA, to be eligible to receive financial assistance from state and federal authorities and legal protections for injuries sustained by disaster service workers during authorized disaster related activities.

The City agreed to abide by the MMAA and is a registered Disaster Council per City Council Resolution No. 9 (1982), adopted and approved by the Council on July 20, 1982. The City also adopted ordinances to that effect. (Title 2, Chapter 2.12, § 2.12.050). City staff developed an EOP in accordance with CESA (Section 8610) in 1996. The current EOP revision (2005) was adopted by the City Council on February 7, 2006.

The current City EOP (2005) describes the City's incident management organization to provide a roadmap for coordinated, multi-agency, response before, during, and after a disaster. The EOP, Revision 2.0 (2026) has been updated to reflect current information. It delineates functions, roles, and responsibilities of staff and describes the relationship between the City and the Monterey Peninsula Regional Emergency Coordination Center (MPRECC) at California State University Monterey Bay, the Monterey County Department of Emergency Management (DEM), and the California Office of Emergency Services (Cal OES).

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

FISCAL IMPACT:
There is no financial impact associated with the adoption of the updated EOP.

RECOMMENDATION:
Staff recommend the City Council adopt the City of Sand City Emergency Operations Plan, Revision 2.0 (2026).

ATTACHMENTS:
1. Resolution
2. Letter of Promulgation
3. City Emergency Operations Plan 2.0

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY TO ADOPT THE CITY EMERGENCY OPERATIONS PLAN REVISION 2.0

WHEREAS, the Standard Emergency Management System (SEMS) was developed from legislation introduced in 1992 and signed into law in 1993. Its policies and procedures are set forth in the California Emergency Services Act (CESA), California Government Code, Title 2, Division 1, Chapter 7, Section 8607, requiring all state agencies to utilize SEMS;

WHEREAS, in November of 1996, the City Council approved Ordinance 96-04, which adopted Chapter 2.12 Municipal Code and an emergency preparedness plan. This plan was based on the California Standardized Emergency Management Systems (SEMS);

WHEREAS, the Homeland Security Presidential Directive 5 (HSPD-5) was issued in March of 2004 mandating that all states adopt the National Incident Management System (NIMS) to standardize emergency management throughout the Country;

WHEREAS, the Federal Emergency Management Agency (FEMA) requires state and local jurisdictions to adopt the NIMS and CESA requires local jurisdictions to adopt SEMS to ensure a consistent and unified response to widespread emergencies and catastrophes (California Code of Regulations, Title 19, Division 2, Chapter 1, Article 4, Section 2407);

WHEREAS, CESA authorizes counties and cities to form disaster councils by ordinance and in doing so each jurisdiction must create an Emergency Operations Plan (EOP) in accordance with SEMS and the FEMA Comprehensive Planning Guide 101 (CPG 101) (Title 2, Division 2, Chapter 7, Article 10, Section 8610) to provide a framework for responding to large scale or multi-agency emergencies and natural disasters;

WHEREAS, The City Office of Emergency Services shall be responsible for the development of the City of Sand City Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organizations. Such plan shall take effect upon adoption by resolution of the City Council (City of Sand City Code of Ordinances, Title 2, Chapter 2.12.100)

WHEREAS, Cities must comply with the requirements set forth in NIMS and CESA to be eligible to receive financial assistance from state and federal authorities and legal protections for injuries sustained by disaster service workers during authorized disaster related activities;

WHEREAS, the City EOP (2005) describes the City's incident management organization to provide a roadmap for coordinated, multi-agency, response before, during, and after a disaster;

WHEREAS, the EOP should be periodically reviewed and revised to reflect current information and remain consistent with the Cal OES, regional, and local emergency departments to remain effective and eligible for state and federal assistance;

WHEREAS, EOP Revision 2.0 (2026) has been updated to reflect current information and delineates functions, roles, and responsibilities of staff and describes the relationship between the City and the Monterey Peninsula Regional Emergency Operations Center (MPREOC) at California State University Monterey Bay, the Monterey County Department of Emergency Management (DEM), and the California Office of Emergency Services (Cal OES);

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby adopt the City Emergency Operations Plan, Revision 2.0 (2026).

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

The City of Sand City Emergency Operations Plan

City Council of the City of Sand City
Mary Ann Carbone, Mayor
Jerry Blackwater, Vice-Mayor
Marilee Diaz, Council Member
Michelle Adams, Council Member
Kim Scudder, Council Member

July 1, 2026

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Acknowledgements

While the City of Sand City has the potential to be severely impacted by a wide variety of emergency situations, it has limited resources in comparison to larger cities on the Monterey Peninsula or Monterey County. As a result, the City relies on external response partners to assist with mitigation efforts during a major disaster. Mutual aid response partners will vary based on the level of emergency and impact on our community.

Letter of Promulgation

(Insert signed letter)

CITY OF SAND CITY
1 Pendergrass Way, Sand City, CA 93955
(831) 394-3054

Date: June _____, 2026

To: City Council, Employees, Businesses, and Residents of the City of Sand City

From: Mary Ann Carbone, Mayor

Subject: Letter of Promulgation

The preservation of life, property, the environment, and the economy are an inherent responsibility of local, state, and federal government. While no plan can prevent all loss of life, injury, or the destruction of property, effective plans carried out by knowledgeable, well-trained personnel can and will minimize losses.

This City of Sand City (City) Emergency Operations Plan (EOP) establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts for respective staff and service elements utilizing the California Standardized Emergency Management System (SEMS). This plan also meets the requirements established by the National Incident Management System (NIMS) and will be reviewed periodically and revised as necessary to satisfy changing conditions and needs.

This plan replaces and supersedes all previous Emergency Operation Plans implemented by the City and is intended for the official use of the City of Sand City employees and agencies that assist the City in the preparation, protection, mitigation, response and recovery from an emergency or disaster.

The Mayor and City Council give their full support to this Emergency Operations Plan and urge all officials, employees, and residents—individually and collectively—to do their share in the whole community emergency effort of the City.

_____ _____

Mary Ann Carbone, Mayor Date

Page 1 of 1

City of Sand City Council Resolution

[Insert City Council Resolution once document is approved]

Annual Review

The City, with input from essential stakeholders and response partners, is responsible for maintaining, reviewing, and updating this EOP which should be reviewed annually. It is essential that OES make revisions and updates in collaboration with participating local jurisdictions and other planning partners identified in the EOP to ensure accuracy and validity. If the EOP requires an immediate change due to lessons learned from trainings, exercises, or actual incidents, the City will identify a course of action for the review, update, and implementation of the necessary changes. All changes will be noted in the table below.

VERSION	DATE	NAME/ORGANIZATION	CHANGE DESCRIPTION
1.0 (2005)	Adopted 2/7/2006	J. M. Klein, Police Chief City of Sand City	2005 Version Release
2.0 (2026)	7/7/2026	D. Honda, Police Chief City of Sand City	Update of prior EOP (v 1.0, 2005): updated information in accordance with CPG 101, SEMS, GC. New annexes, new addendums

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SECTION 1: Executive Summary

The City of Sand City (City) Emergency Operations Plan (EOP) describes the City's incident management organization to provide a roadmap for coordinated, multi-agency, response before, during, and after a disaster.

The incident management system is a component-based system designed to be scaled up and components activated as necessary to reflect the event's escalation from routine to emergency, disaster, or catastrophe affecting the City. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Functional and hazard specific annexes to this EOP outline specific activities for response organizations.

There are a number of separately published annexes that support this EOP. These supporting annexes further describe the operational or functional response to particular threats and hazards and the basic considerations, actions, and responsibilities of specific emergency response and management disciplines or functions.

1.1 Purpose

The primary purpose of the EOP is to outline the City's all-hazards approach to emergency operations to protect the safety, health, and welfare of its community members. This document conforms to the requirements of the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), Incident Command System (ICS), and the California State Emergency Plan for managing response to multi-agency/multi-jurisdictional incidents. Best practices have been integrated into this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events (to include Stafford Act, non-Stafford Act, terrorist non-Stafford act, and offshore non-Stafford act incidents and events).

This EOP is intended as a concept of collaboration and consistency amongst our emergency response partners and their specific plans, procedures, functions, and capabilities. As such, the EOP is flexible enough to use in all incident types and will facilitate short-term recovery activities.

In the event of an emergency or disaster, the City's primary responsibility is to maximize the safety of the public, to minimize property and environmental damage, and ensure the continuity of government. To aid in accomplishing this goal, the City has adopted the principles of SEMS, NIMS, and ICS so that responses to such conditions are done in the most organized, efficient, and effective manner possible. All jurisdictions within the Monterey County Operational Area (OA) operate under SEMS, NIMS, and ICS, which are used to manage and control the response operations.

1.2 Scope

The City EOP provides guidance on the response to the City's most demanding emergency conditions. It does not supersede the well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, the fire service, medical aid, transportation services, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and compliment to such systems. This EOP does however place emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one organization to respond. The plan describes the City's emergency organization, policies, and procedures. The plan also addresses integration and coordination with other governmental agencies when required.

This plan has been prepared in accordance with NFPA 1600 Standard on Disaster/Emergency Management and Business Continuity Programs 2013 Edition, published by the National Fire Protection Association, the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS).

The City's Emergency Organization structure is further articulated in Appendix: A of this Plan, Sand City Municipal Code, Chapter 2.12, Emergency Organization, sections 2.12.010 – 2.12.130.

This document provides an overview of the Emergency Operation Center functions, procedures, section responsibilities, and positions specific standard operating procedures. These issues are covered more specifically in Annex: A1-3, Staff Job Action Sheets and Position Check Lists which are maintained at the Monterey Peninsula Regional Emergency Operations Center.

1.3 Goals and Objectives

The declared purpose of establishing the Emergency Organization within the city is to provide for the preparation and implementation of plans for the protection of people and property within the City in the event of an emergency. The objective is to provide direction for the organization, and the coordination of the emergency functions of the City with all other public agencies, businesses, and affected private persons.

The goal of the City is to provide a safe environment before, during and after any emergency for residents, as well as for workers, shoppers, and visitors. We do this by preparing for any type of natural or man-made disaster including acts of terrorism and responding appropriately. It is our hope that by using all elements in the Disaster Management Cycle, we can return to "business as usual" as soon as possible and take actions to reduce the impact of local hazards in the future.

The following overarching operational priorities govern resource allocation and response strategies for the City during an emergency or disaster.

1. Reduce suffering. Beyond basic preservation of life, all efforts must be made to reduce suffering by treating injuries and providing for basic human needs-including food, water, shelter, healthcare, sanitation, and security-during and after an emergency or disaster.

2. Protecting property. All efforts must be made to protect public and private property from damage during and after an emergency or disaster.

3. Restoring basic services. Power, sanitation, water, internet, public transportation, and other basic services must be restored as quickly as possible to enable our residents and businesses to resume their normal patterns of life.

4. Protecting the environment. The City will make every reasonable effort to protect the environment and coastline from damage during and after an emergency or disaster.

5. Ensuring timely community and economic recovery. The City will make every effort to work with our residents and business partners affected by an emergency or disaster by providing resources needed to facilitate a speedy recovery.

SECTION 2: Situation Overview

2.1 City Overview

The City was incorporated in May 1960 and is surrounded on most sides by the City of Seaside and a short distance northeast of the City of Monterey. The City has a total area of 2.9 square miles, including about 1.5 miles of coastline. The City is historically known for its industrial areas, notably coastal sand mining, but recent history shows steady progress toward its redevelopment. In 1996, the City reached an agreement to retain between 70 to 80 percent of its coastline for parks and open space, while maintaining two development areas primarily dedicated to coastal resort development which is allowed in the City's certified Local Coastal Plan.

In 2005, the City received unanimous California Coastal Commission approval for a small desalination facility. This small facility operated by the California American Water (Cal-Am) utility, allows the City to continue its redevelopment efforts without depending upon a sustainable regional water supply. The City plant uses brackish water near the coast for purifying. Following a reverse osmosis process, the byproduct water that is not potable is injected into beach wells.

According to the U.S. Census for 2020, the resident population of the City was 334 making it the least populous city in Monterey County. While the residential population of the City is small, commercial, and industrial land uses draw in an estimated employment base of 3,000 workers and attract an estimated 40,000 to 50,000 shoppers daily to the city. The West End area of the City, once an industrial area, hosts a growing artists' colony. The City maintains an organizational website found at: Sand City, CA | Home.

The City has a Council-Manager form of government. The Council is composed of five members elected at large to staggered terms. Councilmember terms last for four years, though the Mayoral term is only for two years. The Council appoints the City Manager, City Attorney, and members of advisory committees. The Council chooses one of its members as Vice-Mayor, who presides over the Council meetings in the absence of the Mayor.

The City has 21 full-time employee positions and outsources some elements of government assistance in the areas of Community Development, Planning, Engineering, Building Inspection, Code Enforcement, and Fire protection services to support this population.

2.2 Hazard Analysis Summary

A hazard represents an event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural losses, damage to the environment, interruption of business, or other types of harm or loss. Vulnerability indicates the level of exposure of human life and property damage from natural and man-made hazards.

This section of the EOP consists of a series of jurisdiction specific risk based upon the Monterey County Operational Area (OA) Hazard Mitigation Plan (Annex B and C). This hazard analysis was conducted by the Monterey County Office of Emergency Services (OES) with participating cities providing representation in working groups for each specified municipality. The plan provides a description of the local area, risk factors, and the anticipated nature of situations which could threaten or occur in the City. The Threat Hazard Risk Assessment (THIRA) Survey was used to compare the impact of various hazards that could affect the City.

Each variable was scored by hazard on a scale from 1 to 4, or negligible/unlikely to extensive/highly likely/ catastrophic. The score for each variable was calculated using a weighted average of all survey responses. Scores were then added together to determine an overall hazard score between 1 and 16. Each score was associated with a qualitative degree of risk ranking from Negligible (between 1 and 4) to Very High (between 14.1 and 16). The Survey is described in more detail in Risk Assessment Methods in Volume 1. Table K-2 displays the results of the hazard risk ranking exercise.

Table K-2
Threat Hazard Identification Risk Assessment (THIRA): City of Sand City

Hazard	Geographic Extent	Likelihood of Occurrence	Magnitude/ Severity	Impact	Total *Out of 16*	Degree of Risk
Agricultural Emergencies	-	-	-	-	-	-
Coastal Erosion	2.0	3.0	2.0	2.0	9.0	Moderate
Coastal Flooding	1.0	2.0	2.0	2.0	7.0	Possible
Cyber-Attack	2.0	3.0	2.0	2.0	9.0	Moderate
Dam Failure	-	-	-	-	-	-
Drought & Water Shortage	3.0	3.0	3.0	3.0	12.0	Substantial
Earthquake	3.0	3.0	3.0	3.0	12.0	Substantial
Epidemic	3.0	3.0	2.0	2.0	10.0	Moderate
Extreme Cold & Freeze	2.0	2.0	2.0	2.0	8.0	Possible
Extreme Heat	2.0	2.0	2.0	2.0	8.0	Possible
Flash Flood	2.0	2.0	2.0	2.0	8.0	Possible
Hazardous Materials Incident	1.0	2.0	2.0	2.0	7.0	Possible
Invasive Species	-	-	-	-	-	-
Levee Failure	-	-	-	-	-	-
Localized Stormwater Flooding	2.0	2.0	2.0	2.0	8.0	Possible
Mass Migration	-	-	-	-	-	-
Pandemic	2.0	2.0	2.0	2.0	8.0	Possible
Riverine Flooding	-	-	-	-	-	-
Sea Level Rise	2.0	2.0	2.0	2.0	8.0	Possible
Severe Winter Storms	2.0	2.0	1.0	1.0	6.0	Slight
Slope Failure	2.0	1.0	1.0	1.0	5.0	Slight
Targeted Violence	2.0	2.0	2.0	2.0	8.0	Possible
Terrorism	2.0	2.0	2.0	2.0	8.0	Possible
Tsunami	2.0	2.0	2.0	2.0	8.0	Possible
Utility Interruption/ PSPS	3.0	2.0	2.0	2.0	9.0	Moderate
Water Contamination	3.0	1.0	2.0	2.0	8.0	Possible
Wildfire	-	-	-	-	-	-
Windstorms	3.0	2.0	2.0	1.0	8.0	Possible

It is important to note that these hazards are not mutually exclusive hazards. One or more of these events may occur simultaneously. Specific actions to be accomplished in response to these hazards are contained in the functional and hazard specific annexes that are separate from this EOP as well as department specific SOPs. The City specific Hazard Mitigation Plan and Capability Assessment is found in Annex K of the Monterey County Multi-Jurisdictional Hazard Mitigation Plan Volume 2 (Annex C of this EOP).

The Monterey County Multi-Jurisdictional Hazard Mitigation Plan is scheduled to be updated by September 2027, with the city working group meetings beginning later this year.

SECTION 3: Planning Assumptions

- Emergency situations may occur at any time of the year, on any day, and at any hour with no warning and may exceed capabilities of City resources.
- An emergency or disaster can result in property loss, interruption of essential public services, damage to basic infrastructure, and significant harm to the environment.
- Emergency situations could be the result of human/intentional hazards, natural hazards, or technological hazards.
- Immediate response is required to reduce injuries, save lives, and protect property. The emergency response guidelines of this plan will assist in directing staff as first responders.
- The City may be constrained in its initial response by staffing limitations and available resources.
- The greater the complexity, impact, and geographic scope of an emergency, the more multiagency coordination will be required.
- The threats and hazards identified in the County of Monterey Multi-Jurisdictional Hazard Mitigation Plan will likely be the most common emergency situations that the City will face, but there is always the potential for lesser threats and hazards or previously unidentified threats and hazards that affect the City.
- A catastrophic event would adversely impact local government and response capabilities. Consequently, a number of local emergencies may be proclaimed. It is possible only emergency response personnel on duty at the time of a significant event will be available during the first operational period.
- The citizens of the City will be expected to provide for their immediate needs to the extent possible for potentially a number of days following a catastrophic event.
- After a critical incident, the City governing body may have to rely on its own resources in order to sustain itself for an extended period of time.
- Routine emergencies stemming from 9-1-1 calls and other forms of notification will continue to be handled in accordance with police and fire department protocols.

SECTION 4: Concept of Operations

Plans and procedures help to coordinate and support emergency response and recovery activities and will be tested through exercises and validated by the results of actual response. The goal is to maintain a robust incident management organization with strong collaborative ties among governments, community-based organizations, volunteers, public service agencies, and the private sector. The City and this EOP conform to and comply with SEMS, NIMS, and ICS guidelines.

4.1 National Response Framework (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF does not alter or impede the ability of first responders to carry out their specific authorities or perform their responsibilities.

The NRF and NIMS are designed to work in tandem to improve the Nation’s incident management capabilities and overall efficiency. Use of NIMS enables local, state, tribal, and federal governments and private-sector and non-governmental organizations (NGOs) to work together effectively and efficiently to prevent, prepare for, respond to, and recover from actual or potential domestic incidents regardless of cause, size, or complexity.

4.2 Standardized Emergency Management System (SEMS)

SEMS is required by California Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdiction incidents in California. SEMS incorporates the use of the Incident Command System (ICS), the California Master Mutual Aid Agreement, the Operational Area Concept, and multi-agency coordination. Local governments must use SEMS to be eligible for reimbursement of their response-related personnel costs under state disaster assistance programs.

4.3 National Incident Management System (NIMS)

NIMS provides a comprehensive, whole community, whole government approach to incident management for all hazards and integrates existing best practices into a consistent nationwide approach to domestic incident management that is applicable to all jurisdictional levels and across functional disciplines. NIMS is based on a balance of flexibility and standardization that allows government and private entities at all levels to work together to manage domestic incidents, regardless of their cause, size, location, or complexity. Five major components make up this system's approach: preparedness; communications and information management; resource management; command and management; and ongoing management and supporting technologies.

4.4 Incident Command System (ICS)

A primary component of SEMS and NIMS, the Incident Command System (ICS) is a standardized on-scene emergency management system designed to allow for an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures, per the ICS Field Operations Guide (ICS 420-1).

4.5 Integrating Federal, State, and local Systems

Taken together the NRF, SEMS, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, non-governmental organizations (NGO), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management. It should be understood that field level emergency responders, Emergency Operations Center (EOC) staff, department executives, elected officials, and public information officers all have a vital role in successful comprehensive incident management and make up the Incident Management Enterprise.

SECTION 5: Disaster Management Cycle

The City follows the four (4) phases of Emergency Management: Mitigation, Preparedness, Response, and Recovery.

5.1 Mitigation

Actions taken to reduce the exposure to, probability of, or potential loss from hazardous events. This is often accomplished in conjunction with other local, state, and/or federal agencies. Mitigation tools can include avoiding the hazard by restricting the use near the hazard area through zoning, purchasing the land or area, improving building standards (local, state, and federal standards), land use planning, local ordinances and statutes, or tax levies or abatements.

5.2 Preparedness

Preparedness activities are taken in advance of an emergency and develop operational capabilities, enact protective measures, and enhance effective responses to a disaster. These activities can include emergency/disaster planning, training and exercises, and public education.

5.3 Response

The response phase is broken down into three types of response—pre-emergency, immediate, and on-going emergency responses.

a) *Pre-Emergency Response or Crisis Response:* If warning mechanisms exist for a particular hazard, then response actions to emphasize protection of life, property, and environment can be anticipated. Typical pre-emergency and crisis response actions may include:

- Alerting to necessary agencies, placing critical resources on standby.
- Warning threatened populations of the emergency and inform them of safety measures to be implemented.
- Evacuation of threatened populations to safe areas.
- Identifying the need for mutual aid.
- Proclamation of a Local Emergency by local authorities.

b) *Immediate Emergency Response:* During this phase, emphasis is placed on saving lives and property, attempting to establish and maintain control of the situation, and minimizing effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector. The primary activities are on-scene by first or early responders.

c) *On-Going or Sustained Emergency Response:* In addition to continuing preservation of life and property operations, mass care, relocation, public information, situation

analysis, status and damage assessment operations may be initiated. Ongoing response will involve multiple organizations and the activation of the Monterey Peninsula Regional Emergency Operations Center (MPREOC).

5.4 Recovery

At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery includes both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. The recovery phase may also include cost recovery activities.

The major objectives of the recovery period include:

- Reinstatement of family and community integrity.
- Provision of essential public services.
- Restoration of private and public property.
- Identification of residual hazards.
- Preliminary plans to mitigate future hazards.
- Recovery of costs associated with response and recovery efforts.
- Coordination of state and federal public and individual assistance.

Recovery efforts are a shared responsibility of our “whole community” as identified in the National Preparedness Goal and Presidential Policy Directive 8: National Preparedness. At the core of recovery operations is the preparedness and planning implemented by the City and its stakeholders. Building reliant, redundant local support networks that include both private, public, and volunteer organizations will ensure that those partnerships and relationships will work effectively for greater long-term stability of our City.

The National Disaster Recovery Reform Act (2018) provides federal guidance in how best to restore, redevelop and revitalize the social, economic, natural and environmental components of communities. This holistic approach to recovery involves bringing all stakeholders together in problem solving; synergistic efforts where the complex needs of the entire community are recognized.

The phases of recovery are discussed in more detail later in this EOP and offer a process of interdependent and often concurrent activities that seek to progressively advance our community toward a successful recovery.

SECTION 6: Organization and Assignment of Responsibilities

The Standardized Emergency Management System (SEMS) designates five organizational levels: field response level, local government level, OA level, regional level, and state level with each level being activated in a modular component network style as needed.

6.1 Field Level

The field level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat. This occurs from an Incident Command Post (ICP) near the scene of the emergency or disaster. The ICP is the primary location for on-scene incident command and management. Staff at the ICP typically include the Incident Commander, Fire Department Battalion Chief, or other City personnel in order to make the best use of available staff resources.

Typically, the ICP is located at or near the incident site and is the center for management of on-scene and tactical operations. Planning and communications could also be coordinated from this location. Incident command can also be located off-site (City offices or Police Department) if there is a need for technical resources not available at the incident scene, or there needs to be coordination of incoming assets and resources prior to escalating to a Level Two or Level One event.

6.2 Local Level - Monterey Peninsula Area (MPREOC)

The City has entered into a Memorandum of Agreement (MOA) for localized emergency response and management with the Monterey Peninsula Regional Emergency Operations Center (MPREOC). The local partners of the City of Marina, the City of Seaside, and Cal State University Monterey Bay have agreed to participate in the MPREOC. (Annex A)

6.3 Operational Area (OA)

The City has agreed to participate in the Monterey County Operational Area Emergency Management Organization (SCMC § 2.12.040). The operational area encompasses Monterey County boundaries and all political subdivisions within it, including special districts. The operational area facilitates and/or coordinates information, resources, and decisions regarding priorities among local governments within the operational area. The operational area serves as the coordination and communication link between the local government level and the region level. In accordance with state statute the OA was organized in 1995 with a cooperative agreement (Monterey County Resolution No. 95-480) between the County and all incorporated cities, special districts, and public benefit non-profit corporations desiring to participate in the Operational Area Authority. (Appendix D)

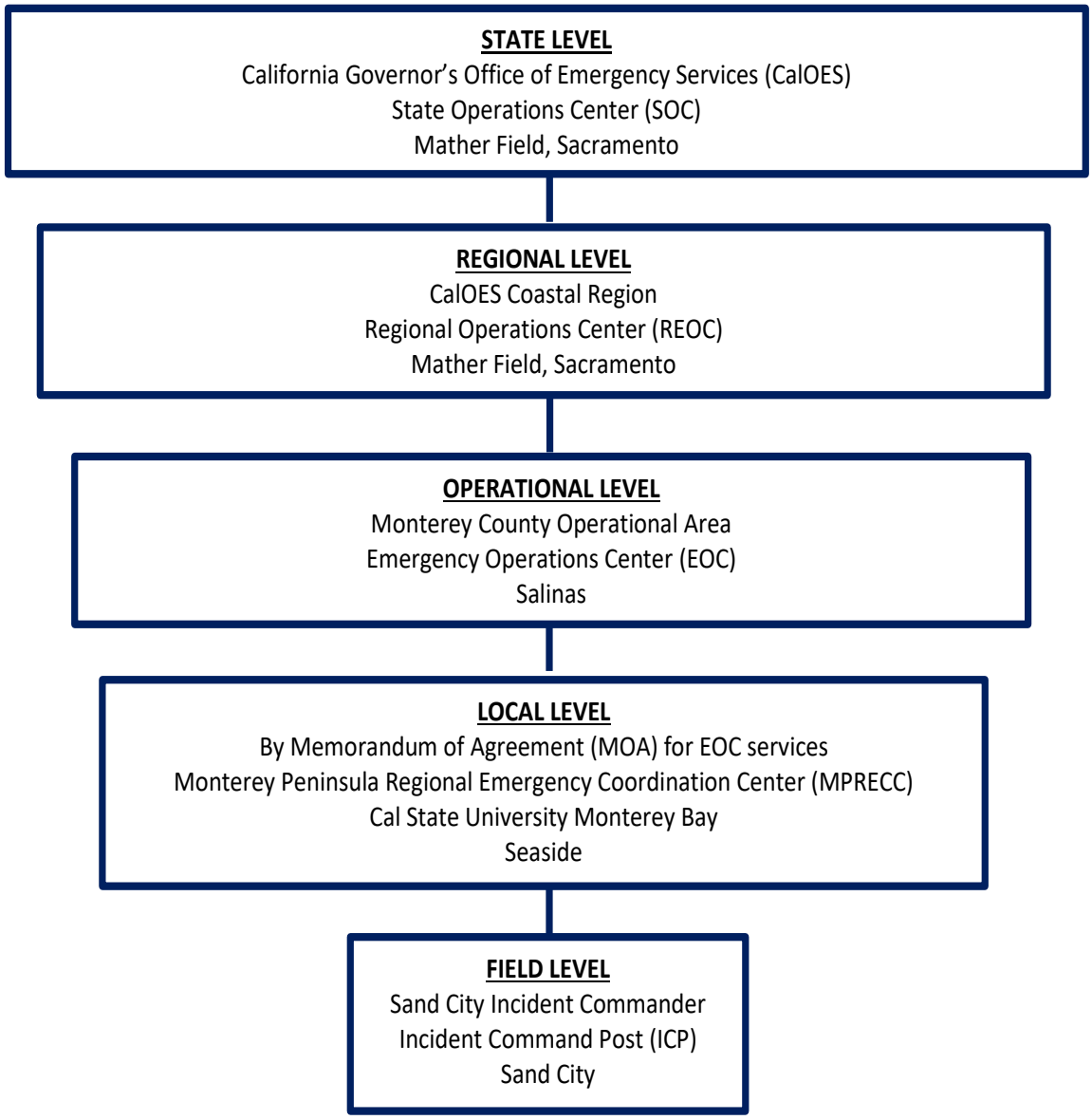
6.4 Regional Level

The regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational area level and the State level. The regional level also coordinates overall State agency support for emergency response activities within the region. California is divided into three Cal OES administrative regions: Inland, Coastal, and Southern based in Sacramento, Fairfield, and Los Alamitos respectively. Each region operates out of their respective Regional Emergency Operations Center (REOC).

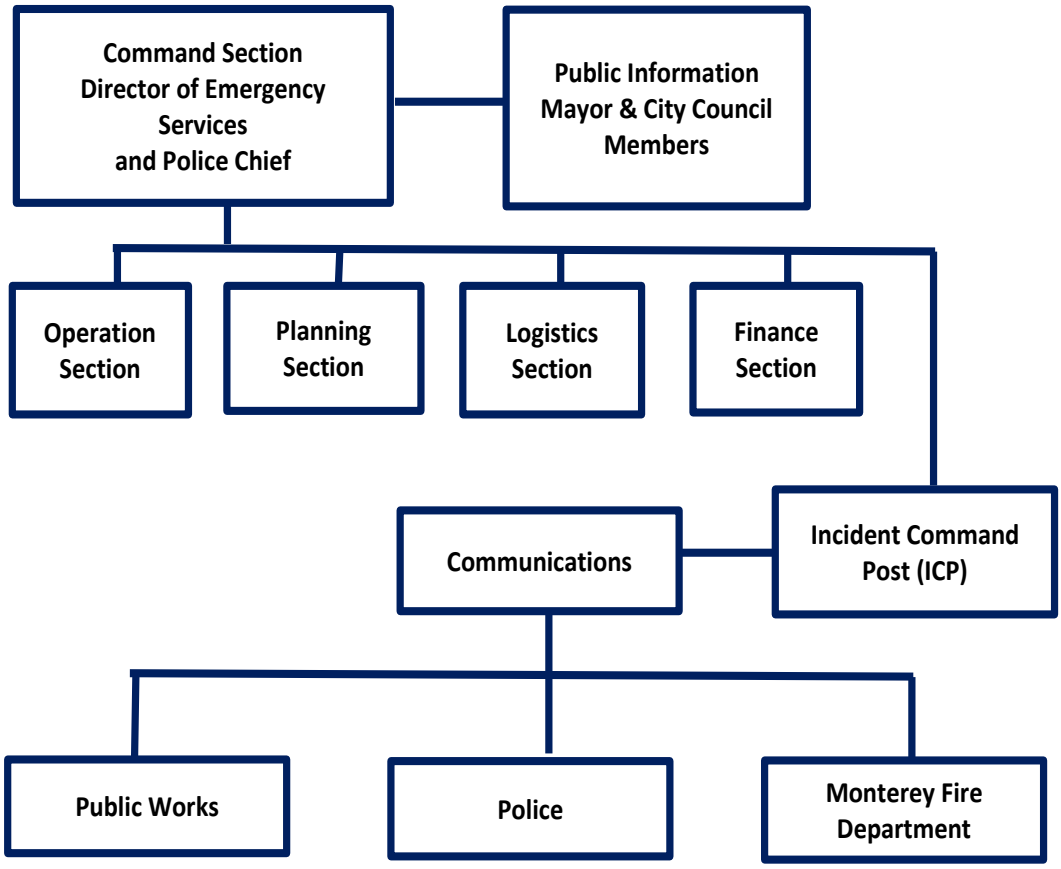
6.5 State Level

The State level, Cal OES, of SEMS prioritizes tasks, coordinates State resources in response to the requests from the region level and coordinates mutual aid among the mutual aid regions and between the region level and the State level. The State level also serves as the coordination and communication link between the State level and the Federal emergency response system. The State level requests assistance from other state governments through the Emergency Management Assistance Compact and similar interstate compacts and agreements and coordinates with FEMA when Federal assistance is requested. The State level operates out of the State Operations Center (SOC) in Sacramento, CA.

6.6
NIMS/SEMS Organizational Structure Diagram



6.7
SAND CITY NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) ORGANIZATION CHART



SECTION 7: City Organization

7.1 Sand City Office of Emergency Services

The City has established the Office of Emergency Services (OES)(SCMC § 2.12.070). The OES is responsible for developing and maintaining the EOP for the City in accordance with the State's SEMS, as well as a training program for City staff covering their responsibilities under the City EOP. OES consists of the following:

- The City Manager, who is the Director of the OES
- The Chief of Police, who is the Assistant Director of the OES
- A Disaster Services Coordinator, who is appointed by the Chief of Police and responsible for day-to-day operation of the OES

7.2 Sand City Disaster Council/Initial Assessment Team/Incident Management Team

The City has established a Disaster Council (SCMC § 2.12.050). The Disaster Council was created to support the City's disaster activities of preparedness, mitigation, response, and recovery, including participating in training, exercises, and disasters, as feasible. The council consists of the following:

- The City Manager, who is the chairperson
- The Chief of Police, who is the vice-chairperson
- City department head or managers who have emergency responsibilities (e.g. Administrative Services Manager, Public Works Manager, Chief of Fire or designee)

The Disaster Council, Initial Assessment Team, and Incident Management Team are comprised of the same personnel. The Initial Assessment Team meets at the onset of an emergency to discuss how to respond and actions to be taken, then transitions to the title of Incident Management Team.

7.3 City Staff Incident Management

All City staff support the management of major incidents within the City's jurisdiction that require a significant number of personnel and/or resources. These incidents can extend into multiple operational periods (12 hours or more) and will require a written Incident Action Plan (IAP).

City staff are a resource utilized at the Monterey Peninsula Regional Emergency Operations Center (MPREOC) to provide incident management capabilities, respond to large scale/complex incidents, and strengthen command, control, and coordination to major incidents that cannot be handled at the Incident Command Post alone, or escalate to a Level Two or Level One situation.

Position descriptions and checklists are available at the MPREOC once the assigned City member signs in to their respective duty station. The MPREOC Emergency Manager will assist

with job action sheets and position checklists for Command Staff, General Staff and Executive/Policy Group as needed. (Annex A1-3)

7.4 Mayor and City Council

The Mayor and City Council set the overall policies for emergency management and support the Director of Emergency Services in the execution of their duties. The Mayor and City Council can also serve as an effective means of communication between residents and the incident management team. The Mayor and Council receive situations status reports from the Director of Emergency Services located in the Command Section of the EOC.

7.5 Director of Emergency Services

The City Manager is the Director of Emergency Services. This position works closely with the Mayor and City Council and ensures that proper emergency and disaster declarations are enacted and documented. The Director of Emergency Services in consultation with the Chief of Police acting as the Assistant Director of Emergency Services will fill the incident management positions with trained and qualified staff on an “as needed” basis.

7.6 Emergency Proclamations

7.6.1 What Constitutes an Emergency

Per City ordinance (SCMC § 2.12.030) an "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as earthquake, fire, flood, tsunami, storm, epidemic, or riot, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat.

7.6.2 What Does an Emergency Proclamation Do

The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor to proclaim a State of Emergency.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or special regulations including imposing a curfew.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, etc.
- Request state agencies or other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition the necessary personnel and materials from any local department or agency.
- Impose penalties for violation of lawful orders.

7.6.3 How is an Emergency Proclamation Implemented

The Director of the City OES may request that the City Council proclaim the existence or threatened existence of a "local emergency" if the City Council is in session. The Director may issue such proclamation if the City Council is not in session. Whenever the Director proclaims a local emergency, the City Council shall take action to ratify the proclamation with seven days thereafter or the proclamation expires. (SCMC § 2.12.080)

The Director of the City OES may also request the Monterey County Operational Area to request the Governor to proclaim a "state of emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency. (SCMC § 2.12.080)

7.7 Continuity of Government

A major disaster could result in the death or injury of key government officials, the partial or complete destruction of established seat of government, and the destruction of public and private records essential to the continued operations of government. At all levels, government is responsible for providing continuity of effective leadership, authority, direction of emergency operations and management of recovery operations. It is essential that the County of Monterey and all the cities, towns, and special districts within the county continue to function as government entities. The California Government Code, Title 1, Division 1, Chapter 7, Article 15, Sections 8635 – 8644, provide the authority for state and local governments to reconstitute themselves in the event of incumbents are unable to serve. Nothing in Article 15 prevents a city under a charter from amending its charter to provide for the preservation and continuance of its government in the event of a state of war emergency.

A template for the construction of a Continuity of Operations Plan is attached to this Emergency Operation Plan in (Annex E). A sample of a mock city Continuity of Operations Plan is provided in (Annex F) for reference.

7.7.1 Lines of Succession

To provide for the continuance of the legislative and executive departments for local governments, Section 8638, grants the power for the governing body to appoint three (3) standby officers for each member of the governing body and three (3) for the chief executive (City Manager).

Section 8637, provides for the succession of officers who head departments responsible for maintaining law and order or for furnishing public services relating to health and safety. The standby officers shall have the same authority and power as the regular officers or department heads.

The line of succession for the Director of Emergency Services in the event he/she is unable to act is as follows:

- Chief of Police
- Administrative Services Manager
- Public Works Manager or Police Commander

The Acting Director shall serve until the Director is available or until a successor is appointed by the City Council.

7.7.2 Reconstitution of the Governing Body

The California Government Code authorizes local governing bodies to convene, as soon as possible, whenever a State of Emergency or Local Emergency exists and at a place not necessarily within the political subdivision. The duties of the governing body during emergencies include ascertaining damage to the jurisdiction and its personal property, reconstituting itself and any subdivisions, performing functions in preserving law and order.

Section 8644, establishes a method for reconstituting the governing body. In case all members, including standbys, are unavailable, temporary officers shall be appointed as follows:

- By the chair of the County Board of Supervisors, in which the political subdivision is located, if unavailable,
- By the chair of the County Board of Supervisors of any other county within one hundred and fifty (150) miles, if unavailable,
- By the Mayor of any city within one hundred and fifty (150) miles.

7.7.3 Protection of Vital Records

The City Clerk is responsible for the preservation and protection of vital records; the Finance Manager is responsible for financial records; the Police Administrative Analyst is responsible for Police Department specific records. Each City department should identify, maintain, and protect its vital records. Vital records are defined as those records which are essential to the rights and interests of individuals, governments, corporations, and other entities, including vital statistics, land tax records, license registers, articles of incorporation, and historical information. Vital records also include those records essential for emergency response and recovery operations, utility systems maps, emergency supply and equipment locations, emergency operations plan, procedures, and personnel rosters.

These vital records will be essential to the reestablishment of normal government functions, protecting the rights and interests of government. These rights and interests may include the constitutions, charters, statutes, ordinances, court records, official proceedings, and financial records of Sand City.

SECTION 8: City Emergency Operations Center Structure and Locations

8.1 EOC Structure

The structure of the City EOC is derived from the Incident Command System. The design and organization of the EOC allows for the centralized management of all operational and support components, permitting maximum use of available resources with a framework of supporting strategies and response objectives. The primary purpose of establishing and operating an EOC is to provide a centralized location for the effective management of all emergency response operations. Specifically, the establishment and activation of the EOC facilitates the following activities:

- Information sharing.
- Limited resource management.
- Support of field response operations.
- Receive and disseminate warning information.
- Collect intelligence from, and disseminate information to the various EOC representatives, and, as appropriate, to county, cities/towns, special districts, state and federal agencies.
- Prepare intelligence/information summaries, situation reports, operational reports, and other reports as needed.
- Maintain general and specific maps, information display boards, and other data pertaining to emergency operations and situational awareness.
- Ensure Continuity of government priorities, objectives, and actions are taken.
- Analysis and evaluation of all data pertaining to emergency operations.
- Maintain contact and coordination with Monterey County Department of Emergency Management(DEM), Monterey County Emergency Communications (9-1-1 Dispatch Center), and other local operation centers.
- Provide emergency information and instructions to the public, making official releases to the news media and the scheduling of press conferences, as necessary.
- Develop emergency policies and procedures in collaboration with senior policy advisory executives.

8.2 EOC Locations

For minor events, lower resource intensive situations, or monitoring, City offices or the Police Department may be utilized as an EOC as determined by the City Manager, Police Chief, or the designated incident commander/director.

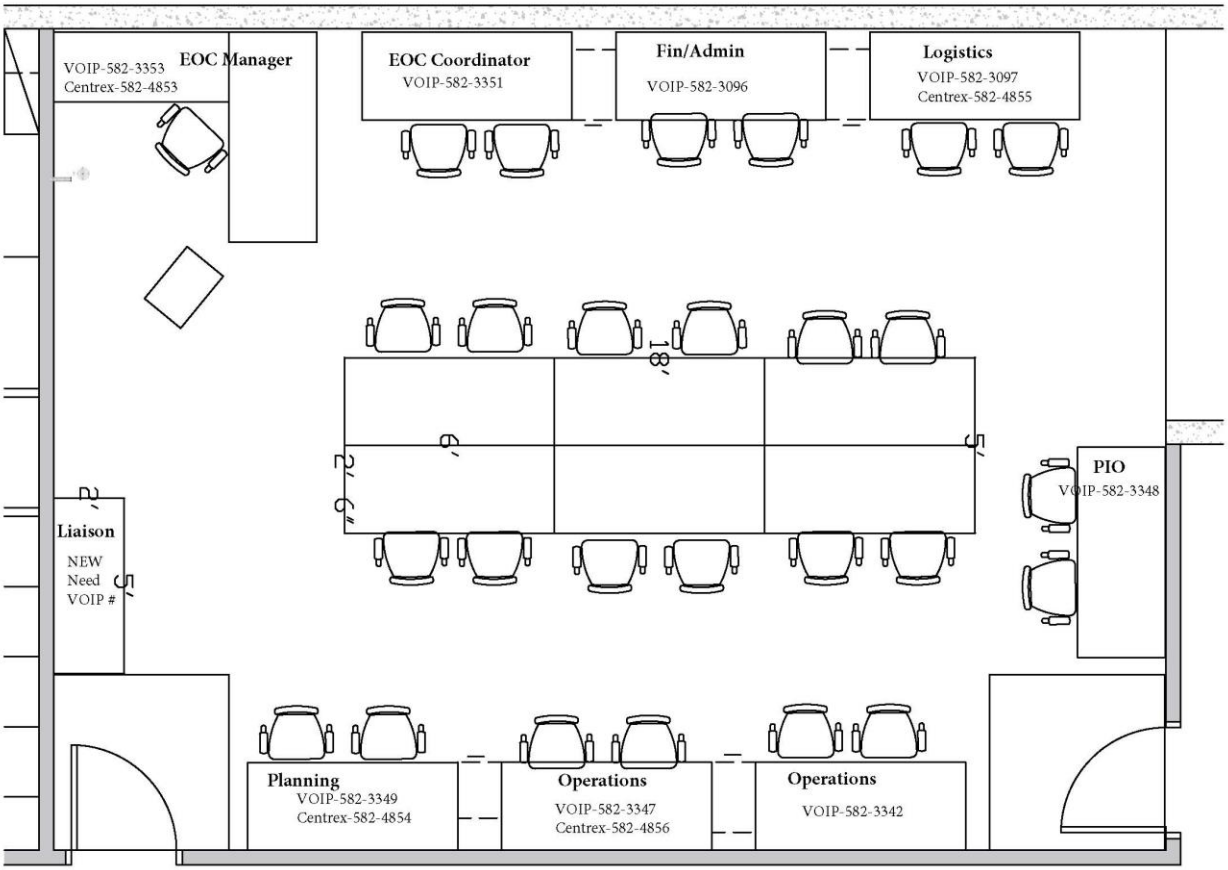
For more significant events, the Monterey Peninsula Regional Emergency Operations Center (MPREOC) may be utilized. The MPREOC is located at Cal State University Monterey Bay (CSUMB) Police Department, 100 Campus Center 82-E, Seaside, CA. This facility is maintained

and staffed in a continual state of readiness and thereby fulfills a need for a turnkey ready EOC to confront numerous threats to the health, safety and security of the public that could overwhelm the City's capabilities. (Appendix B).

The MPREOC facility offers team members access to a refrigerator, microwave, and a comfortable space available to eat or to get away from the EOC during meals or breaks. The Logistics Section may be requested to provide hot meals to the EOC staff during prolonged activations through the Food Unit Leader. The EOC is equipped with a coffee maker and a stock of bottled water. Showers and restrooms are available to EOC staff in the City Hall restroom and at the MPREOC. Sleeping accommodation can also be arranged.

The Emergency Manager and staff at the MPREOC provide guidance, training, and exercises in accordance with the Incident Command System as defined under the National Incident Management System and State of California Standardized Emergency Management System.

8.3 MPREOC Emergency Operations Center Diagram



8.4 City Sections and Positional Staffing

The level of staffing will vary based on the needs of the specific event or incident. Approximately ten (10) EOC Staff positions are included in the City operations center functional diagram. Ideally, the City would have the resources to fill all positions during activation. However, reality dictates that without significant augmentation, the City will have only sufficient resources to activate and fill key positions. In some instances, one staff member may have to occupy more than one staff position at a time. If the situation dictates, activation of the MPREOC will provide additional staff to fill positions.

8.4.1 Command Section "Leads it"

The Command Section of the EOC is charged with the overall management of any disaster response and recovery operations for the City. The Director of Emergency Services *(*City Manager) and the Assistant Director of Emergency Services (Chief of Police) lead the Command Section and the Incident Management Team. Specific section responsibilities include:

- Establish the appropriate staffing level for the Incident Management Team and continuously monitor organizational effectiveness ensuring that appropriate

modifications are undertaken as required.

- Exercise overall management responsibility for the coordination between all departments and responders within the City. Ensure that all City agency actions are accomplished within the priorities established.
- Ensure that inter-departmental coordination is accomplished effectively within the EOC and the City.
- Conduct inter-agency liaison and coordination to ensure effective exchange of information and continuity of effort.
- During the course of an EOC activation, conduct regular, periodic meetings with all section chiefs and City staff to ensure continuity of internal communications, cohesion of purpose, and achievement of goals and objectives.
- Approve the Incident Action Plan and ensure it is current.

8.4.2 Operations Section "Does it"

The Operations section is responsible for coordinating response and recovery operations. Specific section responsibilities include:

- Coordinate field operations directly or through a designated Incident Commander.
- Ensure that operational objectives and assignments identified in the Incident Action Plan are carried out effectively.
- Establish the appropriate level of unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly, and coordinating all efforts.
- Ensure that the Planning Section is provided with Situation Status Reports on a continuous basis.
- Conduct periodic operations briefings for the Incident Management Team as required or requested.

8.4.3 Planning/Intelligence Section "Plans it"

The Planning/Intelligence Section is responsible for the collection, distribution, and display of information related to the incident status. As the event progresses, the section anticipates the needs for demobilization long before needed. Responsibilities include:

- Gathering, tracking, and displaying verified information which correctly describes the incident status
- Compiling data on the status of utilities, road conditions, public buildings, shelters and damaged or destroyed buildings
- Forming situational analysis and damage assessment reports
- Maintaining documentation for historical and legal records
- Making projections on the course of the event and making forward-looking plans

- Compiling and publishing of the Incident Action Plan and ensuring information reporting is shared with the OA
- Responsible for recovery planning which will provide a roadmap for planning actions; considerations should be reflected in the Incident Action Plan as the scope and approximate duration of the incident is identified

8.4.4 Logistics Section "Gets it"

The Logistics Section is responsible for providing facilities, services, personnel, equipment, and materials. Some of the primary duties of the Logistics Chief include:

- Ensuring work assignments are clear and sufficient staff are available for support.
- Accounting for all personnel at all times, keeping general welfare and safety a priority.
- Keeping everyone informed of the status of the mission.
- Anticipating service and support requirements.
- Participating in planning activities.
- Ensuring accountability of property in accordance with federal and existing agency property management regulations.
- Documenting in writing all significant decisions and facts related to Logistics Section activities.

8.4.5 Finance/Admin Section "Pays it"

The Finance/Admin Section is responsible for financial activities and other administrative aspects of the EOC not covered by other sections or units. Some of the primary duties of the Finance Chief include:

- Manages financial, administrative, and cost analysis aspects of the incident.
- Maintains all financial documentation related to the incident.
- Works closely with the planning and logistics section to manage incident spending.
- Ensures City employee payroll is documented for the incident and can produce reports for recovery.
- Develop recovery documentation for FEMA and/or state.
- Provide administrative support to the Incident Management Team as needed.

SECTION 9: EOC Activation

9.1 Activation

The EOC is activated by an order of the City Office of Emergency Services Director, Assistant Director, or other designated representative in response to threats or disasters which may affect the City.

Other times when the EOC will be activated include:

- When the Governor has proclaimed a State of Emergency in an area that includes the City
- By a Presidential Declaration of a National Emergency
- The existence of a State of War Emergency

The City maintains a roster of EOC staff and will notify those personnel to report to the MPREOC. If there is area wide event and communication systems are not functioning staff should report directly to the MPREOC.

9.2 General Criteria for an EOC Activation

This decision must be based on the emergency event or situation. Key factors that normally trigger the EOC activation include:

- Emergency response resources beyond the jurisdiction's capabilities are required.
- An emergency of a long duration (12 hours or longer).
- Coordination of mutual aid resources.
- Major policy decisions must or may be required.
- An emergency proclamation has been issued.
- Activation of the EOC would be advantageous to the successful management of the scale of the emergency.

9.3 Mobilize members of the City Initial Assessment Team

- Director of Office Emergency Services/City Manager
- Assistant Director of Office Emergency Services/Police Chief
- Fire Division Chief/Monterey Fire Department
- Administrative Services Manager
- Public Works Manager
- Other stakeholders mobilized depending on the incident
- Emergency Manager/MPREOC

9.4 Conduct an Initial Assessment Meeting

- Determine whether or not to activate the EOC or keep command of the incident with an ICP and closely monitor activities for escalation to next level.
- Determine what level EOC activation is required.
- Determine which EOC location to utilize (City building or MPREOC)
    - Activate the MPREOC for Level Two and Level One events
    - The activation of the MPREOC may be either physical or virtual based on the circumstances and available staffing
    - As long as electricity and telecommunications are functioning, virtual activation might be required in situations where getting together physically is not possible, such as when there is severe flooding, or during a pandemic
    - Make notifications to City elected officials

9.5 Deactivation

Deactivation of the EOC occurs upon order of the Director of Emergency Services or designee based on incident status. Deactivation may occur through a gradual decrease in staffing or all at once.

9.6 Level of Activation

The magnitude of the emergency will dictate the activation level. The EOC staffing level should be established commensurate with the organizational need, as defined below. EOC activation levels reflect the scale utilized by both Cal-OES and FEMA with a **Level One** activation being the **HIGHEST** level of activation.

Level Three – Minium level (Monitoring)

- A minor but serious incident that has occurred may require additional coordination of information and resources beyond the field level
- Often used during the Increased Readiness Phase to prepare for a potential emergency such as an incoming storm
- Situations which require additional but minimal coordination are needed to support a minor incident or large city function/event
- The Incident Assessment Team is notified that there is an event that is being handled in the City by on-duty personnel, typically at an ICP level, but may escalate

Level Two – Moderate Level (Partial Activation)

- Emergencies or planned events that require more than a minimum of staff but would not call for full activation of all organizational elements in the EOC
- Coordination at the incident, Incident Command Post (ICP) or city level is inadequate to address the situation

- There is a necessary increase from Level Three activation
- There is a need for additional staff to respond to EOC
- A physical EOC setup is required to better manage the incident

During a moderate or level two activation:

- One person may fulfill more than one SEMS function
- SEMS organizational elements will be filled as needed
- EOC may or may not be activated 24/7
- Emergency proclamations are likely

Level Two staffing should include:

- EOC Director/Manager
- Command Staff
- General Staff Section Chiefs and additional staff for positions filled as needed

Level One – Maximum Level (Full Activation)

- Emergency situation(s) is of such magnitude that coordination of the response at the scene(s), Incident Command Post (ICP) or another location is not possible
- Full multi-agency response coordination is essential
- The incident draws heavy media attention
- Requires substantial mutual aid resource coordination
- During a maximum or full activation:
    - EOC is active 24/7
    - Full activation of the EOC including full staffing of SEMS organizational units, agency representatives, etc.
    - Emergency proclamations are likely

With the activation of a Level One an incident has occurred that requires a coordinated response of all levels of government and emergency services to save lives and protect property. In a Level One activation, the MPREOC Emergency Manger notifies the City members of the need for EOC operations; monitors the situation; provides support to field operations; and provides information and situation reports (SIT-REPS) to the members,

If the incident is at Level One there is a likelihood that more than City members will be in the MPREOC as the Regional Operations Center serves the City of Seaside, The City of Marina and the CSUMB University Campus. The EOC Manager will also notify the Monterey County OES of the Level One activation. The EOC will need to be fully staffed and prepared to be operational for multiple operational periods.

9.7 Incident Action Plan

An incident action planning meeting is held as soon as the EOP is activated, and the team convenes. A briefing is held, objectives are developed, and the operational period is determined. Begin the Emergency Operations Plan meeting with an update on the situation status (SIT-STAT) report. Hold further Incident Action Plan meetings at the conclusion of each operational period. Essential elements in any Incident Action Plan include:

- **Strategic objectives.** Answer the question, "*What are we expected to achieve?*" Think of this as a to-do list. Objectives should be, high level, prioritized, and consistent with City policy and state law. They will focus on people, facilities, mission-critical functions at risk, communications, finance, power and information technology (IT).
- **Assignments to accomplish the objectives.** Answer the question, "*Who will do what, when, and where?*" Assignments include staff assignments necessary to perform the required functions to meet the objectives.
- **Operational Period.** Determine the operational period (when the next meeting will occur). If the situation is quite intense, the first operational period may be short – one to two hours. Objectives are written for this time frame and a briefing occurs at the conclusion of the operational period.
- **Incident Action Plans.** May be set by the County OA for area-wide disasters.

9.8 Standing EOC Objectives

EOC objectives contribute to effective response coordination. The Emergency Manager of the MPREOC has developed a common set of strategic objectives that guide EOC personnel in their actions during activations. City objectives are updated each operational period (typically 12 to 24 hours) or as needed depending on the incident. For those incidents that occur without notice, Standing EOC objectives can be used until there is sufficient time to develop custom objectives. The following serve as the EOC initial objectives for a no notice activation:

- Develop incident situation status and conduct an analysis of the information received to determine its meaning to the EOC and support it will provide to the response.
- Triage the events and/or incidents occurring affecting the City.
- Determine the status of response operations.
- Determine the status of resources available to support response operations.
- Identify and address Management and Policy level issues.
- Conduct public information and warnings operations.

9.9 Before You Go – A Personal Checklist

This list contains resources you may need to consider taking with you to the Emergency Operations Center when notified of an event. Collect these items before leaving home or your office. Consider the following factors:

- Time of day / night.
- Weather conditions.
- How long are you likely to be called in for.
- Potential delays in traveling to the Emergency Operations Center

What do you need? – General items	Where is it?	Checklist
Plans – Incident Management, Continuity of Operations.		
Laptop computer, power cords.		
Cellular telephone, batteries, and charger. (include back-up batteries or devices)		
Keys – home, car, and office		
Cash and credit cards		
Protective clothing		
Change of clothing and toiletries (for long stays)		
Flashlight and batteries		
Medication		

SECTION 10: Additional Support and Planning Organizations

10.1 Special Districts

Under SEMS, special districts are units of local government (other than a city or county) with authority or responsibility to own, operate, or maintain a project as defined by the California Code of Regulations for the purposes of natural disaster assistance. This includes but is not limited to the Monterey Peninsula Water Management District, Monterey Peninsula Regional Park District, Monterey Regional Airport District, Monterey Regional Waste Management District, Monterey Salinas Transit District, and others. The emergency response role of special districts is focused on the return to normal services. During disasters, some special districts will be extensively involved in the emergency response by assisting the county and cities.

10.2 Disaster Service Workers (DSW)

The Disaster Service Worker Volunteer Program (DSWVP) was created as the result of legislation to provide workers' compensation benefits to registered Disaster Service Worker (DSW) volunteers who are injured while participating in authorized disaster-related activities, including pre-approved training. Disaster service, as defined for the Program, is designed to aid in the response and recovery phases in a disaster or emergency. It does not include the day-to-day emergency response activities typically associated with, for example, law enforcement, fire services or emergency medical services.

DSW means any person who is registered with an accredited disaster council or state agency for the purpose of engaging in disaster service pursuant to the California Emergency Services Act without pay or other consideration. DSW includes public employees performing disaster work that is outside the course and scope of their regular employment without pay and also includes unregistered persons impressed into service during a state of emergency by a person having authority to command.

10.2.1 Spontaneous Volunteers

Community members may offer their services to the City during emergency situations. Although appreciated, the coordination of Spontaneous Volunteers is crucial and must be coordinated through the EOC or OES. The key to successful volunteer employment is to identify individuals' skills and utilize the volunteers in safe, supervised manner to the extent of their capabilities.

These volunteers must register as city DSWs prior to working the activation and fall under the control of the designated team/project leader who will supervise their efforts. They must have certain data registered with the City Clerk's Office and execute a signed loyalty oath or affirmation subscribed by an officer authorized to administer oaths. The City Clerk (or designee), Police Chief, or OES Coordinator are authorized to administer the oath to DSWs.

DSW volunteers registered under this program are considered to be acting within the scope of disaster service duties while assisting any unit of an emergency organization or performing any act contributing to the protection of life, property, and the environment or mitigating the effects of a potential emergency.

All DSW volunteers are eligible to submit claims for worker's compensation for injuries sustained while performing disaster service under the same authority and guidelines as paid government employees. Injuries sustained should be reported immediately to the volunteer's supervisor who is responsible for advising the EOC Logistics Section, Personnel Branch, or the City Administrative Services Manager.

10.2.2 Radio Amateur Civil Emergency Services (RACES)/Amateur Radio Emergency Services (ARES)

Within the Monterey County Operational Area, the County has trained amateur radio operators organized under the RACES and ARES. RACES and ARES operators utilize their own equipment and can provide fixed locations or mobile communication services. The MPREOC has a radio room for RACES volunteers to work from and assist in communications as needed. RACES/ARES members are registered DSWs.

10.2.3 Community Emergency Response Team (CERT)

The FEMA CERT program instructs local community members in a wide variety of rescue, search, emergency medical, preparedness, safety, team operations, basic fire control and community service skills. The original concept was developed by a Southern California Fire Department due to area-wide disasters. CERT became a national program in 1993. The attacks of September 11, 2001 underscored the need for community service with a consistent well-defined curriculum regardless of where the volunteer lives. The City of Monterey Fire Department oversees the Monterey Peninsula CERT program. CERT members are registered DSWs.

10.2.4 American Red Cross Central Coast Chapter (ARC)

The American Red Cross Northern California Coastal Region provides 24-hour emergency assistance to people affected by fires, floods and other disasters. Large disasters that exceed the resources of the local chapter and its volunteers are managed and supported by the American Red Cross at a national level. ARC responders are registered DSWs.

The ARC supports mass care operations and may provide the following support when disaster thresholds specified by the ARC are met:

- Emergency sheltering
- Disaster assessment

- Mobile feeding
- Distribution of emergency supplies
- Reunification
- Health/ mental /spiritual care
- Recovery casework
- Liaisons/ Public Information Officer's (PIOs)

10.3 Other Non-Profit, Non-Government, Community-Based, and Private Organizations

There are numerous non-profit, non-government, and community-based organizations located locally, regionally, and state-wide. Many of these organizations may respond during a major event and can provide valuable assistance or resources. They can provide specific relief aid, recovery resources, and support services. The OES will coordinate their roles.

10.3.1 The Coalition of Homeless Services Providers (CHSP)

The CHSP is comprised of member agencies that provide services to persons experiencing homelessness in the Monterey and San Benito Counties; there is no limit to the number of member agencies. As of April 2026, there are 26 member agencies which include both government and non-profit entities. Member agencies such as the Salvation Army, Interim, or Community Human Services may be able to provide aid, resources, or wrap-around service, especially to our more vulnerable populations.

10.3.2 Faith-based Organizations

Monterey county is home to numerous faith-based organization that focus on various aspects of community service and outreach. These organizations serve diverse segments of our communities every day and offer a wide variety of expertise and capabilities to address challenges in planning for, responding to, and recovering from disasters.

10.3.3 All-In Monterey

All-in Monterey is a non-profit that partners with the Food Bank for Monterey County and the Monterey Peninsula School District to help the community by providing essentials such as groceries, personal hygiene items, clothing, and other household items.

10.3.4 Community Emergency Response Volunteers (CERV)

CERV is a non-profit 501(c)(3) organization with a mission to support local CERT programs, build awareness about emergency preparedness and promote the community's capacity to respond to natural disasters and man-made emergencies. CERV supports local CERT programs and community preparedness through networking, grant writing, workshops, collaborating with local organizations, co-sponsoring community events and operating countywide readiness campaigns for the most vulnerable populations.

10.3.5 Private Organizations

The private sector plays a critical role in establishing public confidence immediately after a disaster event. Maintaining open businesses and providing services to the survivors of disaster is crucial to recovery. Private organization resources form the largest and most accessible basis for the community or region to draw from. The private sector must also work in its efforts to be prepared through maintaining adequate cash reserves to maintain business continuity during sustained closures; educate and training employees to practice business mitigation, hardening facilities including backup generators; mobilize employees and community at large to reopen operations as quickly as possible to provide essential goods and services and instill community confidence; donate goods and services; provide facilities and office space to local government and groups assisting in the recovery efforts.

SECTION 11: Direction, Control, and Coordination

The emergency response is coordinated under SEMS, which provides a flexible, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity.

11.1 Direction and Control

In a major emergency, the MPREOC may be activated to coordinate and support the overall response. Tactical management of responding resources is under the leadership of the on-site Incident Commander (IC) at the Incident Command Post (ICP).

During multiple-incident situations within the county, an area command may be established to provide for the ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

11.2 Operational Area Coordination

Coordination and communication will be established between an activated local EOC and the Monterey County OA EOC. The City Incident Management Team will work with the MPREOC Emergency Manager to support and coordinate emergency response personnel to help ensure continuity of government, issue orders, and inform the public.

The City will work with the MPREOC Emergency Manager and the Monterey County OA EOC to coordinate local, regional, state and federal resources that have been identified in this EOP and the County DEM EOP.

11.3 Mutual Aid Systems

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure adequate resources, facilities and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation. The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA). The MMAA was developed in 1950 and has been adopted by the state, all 58 counties, and SEMS compliant cities in the state. The agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies.

The system allows for the progressive mobilization of resources to and from emergency response agencies, local governments, OAs, and state regions with the intent of providing requesting agencies with adequate resources. Emergency mutual-aid response and recovery activities are conducted at the request and under the direction of the affected local government. The system includes several discipline-specific mutual aid systems, such as, but not limited to, the following authorities:

- California Master Mutual Aid Agreement (MMAA)
- California Law Enforcement Mutual Aid Plan
- Coroner Mutual Aid Plan
- California Fire Service and Rescue Mutual Aid Plan
- California Medical Mutual Aid Plan
- Emergency Managers Mutual Aid Plan
- Monterey County Law Enforcement Mutual Aid Protocol
- California Statewide Multi-Agency Coordination System Guide

The City is in Mutual Aid Region Two. This Region is geographically the same as the Coastal OES Region and is administered by the Cal OES.

During a proclaimed emergency, the OA will coordinate mutual aid. The Monterey County EOC/OA will coordinate mutual aid request between the OA member jurisdictions (the City and MPREOC) and the State OES REOC.

11.4 Vulnerable/Access and Functional Needs (AFN) Populations

The State of California defines “access and functional needs population” as consisting of individuals who have developmental or intellectual disabilities, physical disabilities, chronic conditions, injuries, limited English proficiency or who are non-English speaking, seniors, children, people living in institutionalized settings, or those who are low income, homeless, or transportation disadvantages, including, but not limited to, those who are dependent on public transit or those who are pregnant.

Although the City has limited resources and personnel, the City EOC will coordinate with the County OA EOC to identify needs and deliver accessible assistance, which processes are identified in the Monterey County EOP (Annex D, sections 1.3.1, 7.7). To provide the best service to all during a disaster the County has the following guidelines:

- Disability does not prevent accessibility to services or facilities provided by the County
- The County does not exclude or deny benefits of any sort to special populations or persons with disabilities.
- The County works to accommodate AFN populations in the most integrated setting appropriate to their needs

- The County attempts to house AFN populations with their families, friends, and/or neighbors when in shelters, and they are not diverted to special shelters.
- Access to shelters for AFN populations is not dependent on a personal care attendant.

SECTION 12: Information Collection, Analysis, and Dissemination

A primary objective of the City EOC and County AO EOC is the timely gathering of accurate, accessible, and consistent information during an emergency and sharing vetted intelligence to ensure coordinated timely emergency response and continuity of government. Information is gained from field-level responders through inspections of infrastructure and facilities, damage assessment surveys to determine the potential for human causalities, and status calls and situation reports from other agencies at all levels of government and other critical service providers.

12.1 WebEOC

Monterey County OA EOC, MPREOC, and City Incident Management Team utilizes WebEOC—an emergency management information system. This allows the Operational Area to have a common operating picture, situational awareness, and information coordination throughout an emergency. WebEOC status boards track emergency activities and OA EOC responders are able to share real time information with other agencies within the OA which allows for a coordinated status of resources available to emergency managers.

12.2 Damage Assessments

The safety and operability of routes, facilities, equipment, and vehicles is a factor in the establishment of government service. Damage assessments are used to determine if routes, facilities, equipment, and vehicles are safe and operational.

The preparation of the Disaster Assessment Report helps the Incident Commander and Incident Management Team determine the need for relocation of departments, an alternate processing site, notification to the public of alternate site operations, gathering of reconstruction data and records, or notification of business resumption teams., but is not limited to:

- Date and time reported
- Name of person placing initial alert
- Time of arrival at disaster site. (estimated or actual)
- General description of the disaster
- External support requests
- Estimate of availability of internal resources to meet external requirements
- Internal resources already committed to external demands and operations
- Damage level assigned to, extent of damage to, and estimated recovery time for property, utilities, hardware, software, and personnel

SECTION 13: Crisis Communications and Public Information

The City utilizes redundant modes of communication to ensure situational awareness is maintained. The City will notify other levels of government of natural, or human caused emergencies that affect the community in accordance with existing laws, protocols, or when OA, state and/or federal assistance is requested or anticipated.

With assistance from our local partners, the MPREOC, DEM EOC, and the Monterey County Department of Emergency Communications , multiple communication channels and redundant systems can be used to maintain communication with other levels of government and to ensure the City can quickly respond to any developing emergencies.

13.1 Emergency Operations Center (EOC) Communication Systems

The MPREOC EOC, DEM EOC, and field units are equipped with multiple redundant communication modalities allowing the sharing of situational awareness, resource status, intelligence and data, and alert and warning. The communication capabilities are routinely reviewed and updated as technology advances. Communication resources include, but are not limited to:

- Land-line based phones
- Cell phones – First Net Access
- Satellite phones
- Fax machines
- Internet enabled computers
- Emergency Alert System (EAS)
- Law Enforcement frequency radio systems
- Fire frequency radio systems
- EMS frequency radio systems
- Agency specific radio systems
- Amateur radio (RACES)

13.2 Public Alerts

A public alert is a communication intended to attract public attention to an unusual situation and motivate individual awareness.

13.2.1 Emergency Alert System (EAS)

ALERT Monterey County is the official emergency alert and warning system for the County of Monterey and its municipal jurisdictions, including the City. This system delivers critical public safety information to the public from the local government and public safety officials. The ALERT Monterey County is managed by the County DEM; it can be administered by the DEM and allied agencies including this City.

DEM staff are available 24/7 through the Duty Officer to assist the local jurisdictions in creating and sending public messages, as needed. Additionally, the public can opt-in/register through a web portal to directly receive ALERT Monterey County alerts and notifications on any number of pathways of their choosing.

13.2.2 Wireless Emergency Alert System

The Warning, Alert and Response Network (WARN) Act established WEA (Wireless Emergency Alert) in 2008 and it became operational in 2012. WEA is a public safety system that allows anyone with a cellular connected device compatible mobile device(s) to receive geographically targeted, text-like messages alerting them of imminent threats to safety in their area. Authorized public safety officials send WEA alerts through FEMA's Integrated Public Alert and Warning System (IPAWS) to wireless carriers, which then push the alerts to cellular compatible mobile devices in the affected area. Monterey County OES and County Emergency Communications are certified WEA administrators and can issue wireless alerts on behalf of the City.

13.2.3 Integrated Public Alert and Warning System (IPAWS)

The IPAWS is an internet-based capability (commonly embedded in mass notification alerting software) federal, state, and local authorities to issue critical public alerts and notifications. IPAWS delivers alerts simultaneously through multiple communications devices reaching as many people as possible to save lives and protect property. These communication pathways include EAS and WEA (both described above). IPAWS is administered by FEMA. Monterey County OES is credentialed to access IPAWS via ALERT Monterey County and WebEOC systems.

13.2.4 National Weather Service Radio (NWR) Network

The National Oceanic and Atmospheric Administration’s (NOAA) National Weather Service (NWS) All-Hazards Emergency Message Collection System (HazCollect) is an "All Hazards" radio network, making it a single source for comprehensive weather and emergency information.

In conjunction with federal, state, local emergency managers, and other public officials, the NWR also broadcasts warning and post- event information for all types of non-weather hazards including natural (e.g. earthquakes), environmental (e.g. chemical releases or oil spills), and public safety emergencies. The Monterey area radio frequencies for NOAA NWR are the following:

- San Jose / Monterey Bay Area broadcast (KEC-49) transmitting from Mt. Umunhum at 162.55 MHz
- SF/Monterey Bay Area Marine broadcast (WWF-64) transmitting from Mt. Umunhum at 162.45 MHz

13.2.5 Social and Local News Media

The use of social and local media can be a powerful tool in communicating valuable information to community members. The City and County DEM utilize social media sites which include Facebook, X (formerly Twitter), and Instagram; however, any messaging to the public utilizing social media or via local news media will be coordinated and released through designated PIO team at EOC.

SECTION 14: After the Disaster

14.1 EOC After Action Reporting

An After-Action Report (AAR) compiles information related to operations by all responders including city and external partners for event analysis. AAR's often form the basis of the City's efforts to improve response and recovery processes through the preparation concepts of planning, organizing, equipping, training, exercising and evaluation.

In accordance with SEMS, After Action Reporting is required when any city, county, or region declares a local emergency. When the City and the state declare an emergency under California Code of Regulations, Title 19, 2900 (P), the City is required to submit an AAR within 90 days of the incident period closure.

In accordance with the ICS structure, the lead agency of an incident at the field level is charged with developing AAR's, as needed, as it relates to field operations.

After-action reporting at the local level will be conducted by the Emergency Management Department pertaining to EOC response when an activation meets one of the following criteria:

- An event necessitates an EOC Level Two activation or above.
- The City declares a local emergency.
- At the discretion of the Director of Emergency Services or EOC manager.

14.1.1 After Action Reporting Procedure

After-action reporting procedures are dependent on the severity of the event and the level of response required. The Director of Emergency Services is responsible for coordination of after-action reports as they relate to EOC response. At the direction of the Director of Emergency Services, or the EOC Manager, the City develops and disseminates after-action reports no later than a year after the incident closure. AAR development and dissemination schedules may change depending on SEMS regulation requirements.

The Director of Emergency Services will gather feedback from all responding agencies to determine best practices and areas of improvement based on individual and collective experiences. Based on feedback, the Director of Emergency Services will develop an improvement plan matrix which identify strengths, areas for improvement, corrective actions, responsible agencies, and tract improvement progress. Once the corrective actions have been implemented, they will be evaluated through future drills and exercises. Any corrective actions pertinent to FEMA's Comprehensive Preparedness Guide will be discussed with a Disability and Functional Needs Taskforce and other vulnerable population groups as needed.

14.2 Recovery Organization

Recovery organization refers to certain measures undertaken by the City and its regional partners both during and following a disaster. The Planning/Intelligence Section has the primary responsibility for recovery planning.

Effective recovery consists of a complex array of interdependent and coordinated actions which may include federal and state disaster relief efforts. Recovery operations are divided into three operational phases - short term, mid-term, and long-term.

14.2.1 Short-Term Recovery

Recovery operations begin concurrently with or shortly after the commencement of response operations. Short-term recovery activities occur within 90 days of the incident but may continue beyond that point. Short-term recovery includes actions required to:

- Stabilize the situation.
- Assessing damage.
- Removing debris.
- Restoring utilities such as water and power services.
- Restoring basic transportation services and routes.
- Providing temporary housing.
- Restore essential services.
- Restore government services.

14.2.2 Mid-Term Recovery

Intermediate or mid-term recovery involves returning individuals, families, critical infrastructure and essential government or commercial services to a functional, if not pre-disaster, state. Such activities are often characterized by temporary actions that provide a bridge to permanent measures.

- Restoration of Lifelines (intermediate/stabilization operations).
- Implement plans for Debris Management.
- Direct partners (utilities, public works, etc.) in facilitating the restoration of lifelines based on prioritization.
- Develop Interim Housing solutions.
- Support one-stop recovery centers for both individuals and businesses.
- Provide support networks for mental and public health efforts.
- Integrate priorities with Regional and Statewide efforts.

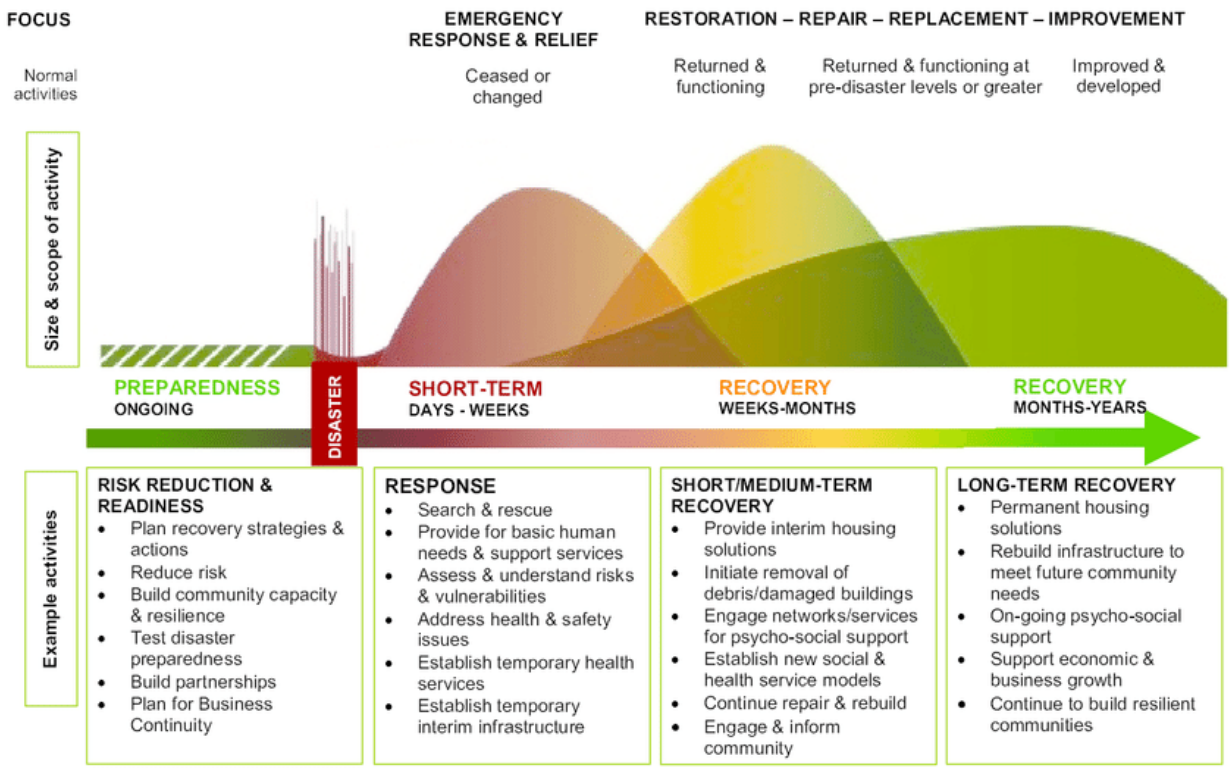
14.2.3 Long-Term Recovery

Long-term recovery includes those activities necessary to rebuild and revitalize a community, given the inevitable changes that result from a major disaster. Long-term recovery requires

significant planning to maximize opportunities and mitigate risks after a major incident. Long-term recovery can continue for years and may include the following:

- Reconstructing public and private facilities and infrastructure.
- Planning and rebuilding of housing.
- Implementing waivers, zoning changes, and other land use legislation to promote recovery.
- Providing long-term assistance to displaced families, including financial support as well as social and health services.
- Restoring the local economy.
- Integrating mitigation strategies into rebuilding efforts.
- Recovering disaster-related costs for infrastructure restoration through Federal grant programs.

Recovery Diagram



14.3 Disaster Recovery Assistance Centers

Joint Federal, State, and Local Assistance Centers (LAC) may be set up in affected areas. These centers are staffed under the one-stop shopping concept by disaster relief agencies' specialists, local officials, and representatives from private relief organizations.

Individual citizens and organizations desiring to donate money, food, clothing, and other goods or services to disaster victims should be directed to contact these LACs. Federal relief policy calls for cash donations to be given to private non-profit organizations involved in disaster relief services such as the American Red Cross, the Salvation Army, the Goodwill, or faith-based organizations.

14.4 Recovery Funding

California's Governor's Office of Emergency Services coordinates disaster recovery and mitigation activities within the State. The Recovery Operations Section is responsible for overseeing critical disaster funding streams, cost recovery requirements, and debris removal operations.

Federal disaster assistance is available to communities which are covered by Presidential Proclamations. This assistance, provided under the provisions of the Roberty T. Stafford Disaster Relief and Emergency Assistance Act, is coordinated through FEMA.

SECTION 15: Training and Education

15.1 EOC Personnel and Incident Management Team

The City Incident Management Team/EOC personnel will participate in an ongoing training program. This program may involve various forms of instruction or activities such as the following:

- Coordination with the MPREOC and the Monterey County DEM
- Orientation to the MPREOC EOC
- Introduction to and review of the City EOP
- On-line training provided by the CalOES
- Training and review of the Monterey County DEM WebEOC and Genasys
- Exercises that may include tabletop exercises, functional exercises, or full-scale exercises with partnering agencies when available and as City and regional resources allow
- Workshops, seminars, or webinars when available and accessible

The City Incident Management Team are required to complete online training offered by the CalOES California Specialized Training Institute (CSTI) and the FEMA Emergency Management Institute Independent Study Program (IS), or equivalent as follows:

- *SEMS G606 Standardized Emergency Management System Introduction* – This course provides a comprehensive discussion of the components of the SEMS and how SEMS is used in California.
- *IS-100C Introduction to the Incident Command System* - ICS 100, Introduction to the Incident Command System, introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training.
- *IS-200C Basic Incident Command System* - IS-200, Basic Incident Command System for Initial Response, reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS.
- *IS-700B NIMS an introduction to the National Incident Management System* - This course provides an overview of the National Incident Management System (NIMS) and provides learners with a basic understanding of NIMS concepts, principles, and components.

15.2 Public Awareness and Outreach

The public play an important role in emergency management by ensuring that they and their families are prepared for disasters. In the event of a disaster, emergency services may not be able to immediately respond to every home requiring assistance, therefore households and families should be prepared to survive on their own for several days during the initial stages.

Before an emergency, people can assist the emergency management effort by taking first aid training, maintaining emergency supplies, and being prepared to evacuate or shelter in place for several days. During an emergency, people should monitor emergency communications and carefully follow directions from authorities.

The City partners with the Monterey County DEM to perform outreach and promote preparedness through various forms of media such as newsletters, brochures, online and social media. The following resources are available to the public and provide guidance on how to prepare for various disasters and emergencies with topics such as financial preparedness, pets and animals, planning ahead, building a kit, people with disabilities, business readiness, shelter and evacuations.

Many of these resources can be found at the following sites:

- www.ready.gov (an official website of the U.S. Department of Homeland Security)
- County of Monterey Department of Emergency Management
    - www.readymontereycounty.org/prepare
    - Login | Portal Registration (http://alertmontereycounty.genasys.com/portal/en)
- American Red Cross Central Coast Chapter
    - Central Coast Chapter | Northern California Coastal Region | American Red Cross (www.redcross.org/local/california/northern-california-coastal/about-us/locations/central-coast)

SECTION 16: Plan Development and Maintenance

16.1 Plan Development

This EOP was developed in collaboration with stakeholders throughout the Monterey County Operational Area (OA) in a whole community approach in compliance with Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans. Additionally, internal and relevant external nationwide after-actions-reports from exercises and real-world events (Stafford Act and non-Stafford Act), other county and jurisdictional EOPs, the 2016 draft NIMS Refresh, and the 2007 Cal OES Emergency Operations Plan Crosswalk for Plan Review were reviewed and considered in an effort to address common issues and systemic operational hindrances. Annexes to the EOP are utilized to describe and identify paramount operational functions for emergency purposes not described within the base plan.

16.2 Plan Maintenance

This EOP shall be reviewed annually and updated, as necessary. Revisions may be a result of regulatory changes, incident analysis, best-practices, updated letter of promulgation, or other minor edits. The City OES will maintain records of revision to this EOP and each of the Annexes as they are reviewed and updated. All changes will be noted in the Annual Review table at the beginning of this document. Republishing and distribution should occur whenever there are significant changes in the document or every five (5) years.

SECTION 17: Authorities, References, Attachments, and Annexes

Emergency response, like all governmental action, is based on legal authority. The City EOP, follows federal, state, local regulations and guidelines. Additionally, best practices and lessons-learned have also been integrated into this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events (to include Stafford Act, non-Stafford Act, terrorist non-Stafford act, and off-shore non-Stafford act incidents and events).

City of Sand City

Appendix A. Municipal Code Chapter 2.12.010
Appendix B. Regional MPREOC Agreement
Appendix C. Fire Service contract Sand City & Monterey
Appendix D. Monterey County Operational Area Resolution

Annex A1. MPREOC Position Lists-General Staff
Annex A2. MPREOC Position Lists-Command Staff
Annex A3. MPREOC Position Lists-Executive Staff
Annex B. 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan (Volume 1)
Annex C. 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan (Volume 2)
Annex D. Monterey County Emergency Operations Plan
Annex E. COOP-Template
Annex F. COOP-Completed Sample

Local/County

Monterey County Emergency Resource Links
County of Monterey Department of Emergency Management
Monterey County Community Resilience Plan
Department of Emergency Management Strategic Plan

Monterey County Function Specific Annexes

- Animal Response Plan
- Care and Shelter Plan
- Debris Management Plan
- Disaster Cost Recovery
- Electrical Power Disruption Plan
- Family Assistance Center Plan
- Logistics Plan
- Mass Fatality Plan
- Mass Evacuation and Transportation Plan
- Tactical Interoperability Communications Plan
- Volunteer Management Plan

Monterey County Hazard Specific Annexes

- Coastal Incident Response Plan
- Electrical Power Disruption Plan
- Winter Storm Response Plan

State

- The California Emergency Services Act (CESA)
- Standardized Emergency Management System (Title 19, Division 2, Chapter 1 of the California Code of Regulations)
- Standardized Emergency Management System Guidelines
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Law Enforcement Mutual Aid Plan
- California Fire Service and Rescue Emergency Mutual Aid Plan
- Disaster Service Worker (Title 19, Division 2, Chapter 2, Subchapter 3; Title 1, Division 4, Chapter 8 of the Government Code; Labor Code Section 3211.92, 4351)

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288) as amended
- Homeland Security Act of 2002 (PL 107-296)
- Presidential Policy Directive / PPD-8: National Preparedness
- Homeland Security Presidential Directive / HSPD-5: Management of Domestic Incidents
- Individuals with Disabilities in Emergency Preparedness (Executive Order 13347)
- National Incident Management System (2008)
- National Response Framework (2016)
- Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans

Glossary

ADA	Americans with Disabilities Act
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Governor's Office of Emergency Services
CBO	Community-Based Organization
CERT	Community Emergency Response Team
DOC	Department Operations Center
DPEC	Disaster Preparedness Executive Committee
DSW	Disaster Service Worker
EMS	Emergency Medical Services
EAS	Emergency Alert System
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FE	Functional Exercise
FEMA	Federal Emergency Management Agency
FSE	Full-Scale Exercise
HSPD	Homeland Security Presidential Directive
HSEEP	Homeland Security Exercise and Evaluation Program
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IPAWS	Integrated Public Alert and Warning System
JIC	Joint Information Center
JIS	Joint Information System
MAC	Multi-Agency Coordination
MACS	Multi-Agency Coordination System
MMAA	California Master Mutual Aid Agreement
NRF	National Response Framework
NGO	Non-Governmental Organization
NIMS	National Incident Management System
NWS	National Weather Service
OA	Operational Area
OA EOC	Operational Area Emergency Operations Center
OASIS	Operational Area Satellite Information System
OES	Office of Emergency Services
PIO	Public Information Officer
PNP	Private Non-Profit
PPD	Presidential Policy Directive
RACES	Radio Amateur Civil Emergency Services
REOC	Regional Emergency Operations Center
SEMS	Standardized Emergency Management System

SimCell	Simulation Cell
SMS	Short Message Service
SOC	State Operations Center
SOP	Standard Operating Procedures
TTX	Tabletop Exercise
VOAD	Voluntary Organizations Active in Disasters
WEA	Wireless Emergency Alert

Accessible – A facility is accessible if it has the legally required features and/or qualities that ensure entrance, participation, and usability of places, programs, services, and activities by individuals with a wide variety of disabilities.

Affected Population – Anyone who has been displaced, injured, or suffered some loss due to a disaster.

American Red Cross (Red Cross) – The Red Cross is a humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Principles of the International Red Cross Movement.

Americans with Disabilities Act (ADA) – The Americans with Disabilities Act prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services.

Annex – An annex is an addition to a document.

Appendix – Appendices provide relevant information already referenced in the guidance. Typically, this includes forms used or other necessary information.

Catastrophe – A series of cascading human-caused/influenced events or incidents with or without a human caused genesis, the adverse effects/consequences of which are potentially, seemingly, or definitively irreversible. A catastrophe may be caused by a disaster, or may be the cause of a disaster, but it may not be either. A catastrophe may be an emergency or cause a state of emergency, or, an emergency or state of emergency may cause a catastrophe, but a catastrophe may not be any of the above.

Civil Unrest – Civil unrest involves a disruption of the typical social order; it can involve a strike or protest, and it can be non-violent or involve violence. Riots and rebellions are both forms of civil unrest.

Community-Based Organization (CBO) – Non-profit organizations that operate within a single local community and constitute a subset of the wider group of NGOs. They are frequently run by volunteers and often self-funding. Some are formally incorporated with written charters and boards of directors, while others are much smaller and more informal.

Crisis – Phenomenon, event, active threat, or trend, with or without specific location, posing seemingly inevitable harm to life, property, environment, organizational performance, reputation, or way of life reasonably or ethically necessitating deliberate urgent intervention. (A crisis may be local, national, or global)

Disaster – Any natural event or emergency (hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, etc.), or regardless of cause, any fire, flood, or explosion which the President determines to be of such severity as to warrant major federal disaster assistance.

Disaster Service Worker (DSW) – The Disaster Service Worker program is a state-funded worker's compensation program for government employees and affiliated volunteers who provide services to protect the health and safety, and preserve the lives and property, of the people of California. Government-affiliated volunteers, including members of the public who spontaneously volunteer to assist during a disaster, may be registered as DSWs under California's Disaster Service Worker Volunteer Program.

Emergency – Incident(s) or crisis(es) (air pollution, fire, flood, storm, epidemic, riot, drought, sudden/severe energy shortage, plant or animal infestation or disease, Governor's warning of earthquake/volcanic predictions, and earthquakes, etc.) posing threat to safety of persons, property, or the environment that exceeds an organization's resources/capability.

Emergency Medical Services (EMS) – A service providing out-of-hospital, acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries, which prevent the patient from transporting themselves.

Emergency Operations – Actions taken during an emergency to protect life and property, care for the people affected, and restore essential community services.

Emergency Operations Center (EOC) – A site from which government officials coordinate, monitor, and support response activities during an emergency.

Emergency Operations Plan (EOP) – A document that describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

Evacuation – Organized and supervised dispersal of people from dangerous or potentially dangerous areas.

Evacuee – All persons removed or moving from areas threatened or struck by a disaster.

Federal Emergency Management Agency (FEMA) – The Federal Emergency Management Agency (FEMA) is the federal agency responsible for coordinating emergency planning, preparedness, risk reduction, response, and recovery. The agency works closely with state and local governments by funding emergency programs and providing technical guidance and training. These coordinated activities at the federal, state, and local levels ensure a broad-based emergency program to insure public safety and protect property.

Flood – A general and temporary condition of inundation of normally dry land areas from overflow of inland or tidal waters, unusual or rapid accumulation or runoff of surface waters, or mudslides/mudflows caused by accumulation of water.

Hazard – Any source of danger or element of risk to people or property.

Hazardous Material – Any substance or material that when involved in an accident and released in sufficient quantities, poses a risk to people's health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials.

Incident – The physical manifestation of crisis, event, or occurrence that has adversely affected life, property, or the environment requiring the response of at least one individual.
Incident Command System (ICS) – The Incident Command System (ICS) is a standardized emergency management concept designed to provide an integrated organizational structure for managing emergencies, and to enable coordinated emergency response across jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during emergencies. It is based on proven management tools that contribute to the strength and efficiency of the overall system.

Limited English Proficiency – Persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Local Jurisdiction – Local jurisdiction refers to the cities, towns, school districts, and special districts that are encompassed within the geographical borders of the County of Monterey. In the case of unincorporated areas, local jurisdiction refers to the county itself.
Mitigation – Pre-event planning and actions that aim to lessen the occurrence or effects of potential disaster.

Mobilization – The process and procedures used by organizations; federal, state and local for activating, assembling, and transporting resources that have been requested to respond to or support an incident.

Multi-Agency Coordination (MAC) – The participation of government and other organizations involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

Multi-Jurisdiction Incident – An incident where multiple jurisdictions have a statutory responsibility. Under ICS, these incidents will be managed under Unified Command.

Mutual Aid – Is voluntary aid and assistance by the provision of services and facilities, including but not limited to fire, police, medical and health, communication, transportation, and utilities. Mutual aid is intended to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

Mutual Aid Agreement – Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

Natural Disaster – Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, or other catastrophe which causes, or which may cause, substantial damage or injury to civilian property or persons.

National Incident Management System (NIMS) – The National Incident Management System (NIMS) provides a comprehensive approach to emergency management for all hazards. NIMS integrates existing best practices into a consistent nationwide approach to domestic emergency management that is applicable to all jurisdictional levels (public and private) and across functional disciplines. NIMS is based on a balance of flexibility and standardization. NIMS is flexible and allows government and private entities at all levels to work together to manage domestic emergencies, regardless of their cause, size, location, or complexity. NIMS also provides a set of standardized organizational structures.

National Response Framework – The National Response Framework (NRF) presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies—from the smallest incident to the largest catastrophe. The Framework establishes a comprehensive, national, all-hazards approach to domestic incident response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and non-governmental partners apply these principles for a

coordinated, effective national response. It describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

Non-Governmental Organization (NGO) – An entity with an association that is based on interests of its members, individuals, or institutions, and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the Red Cross.
Office of Emergency Services (OES) – OES is the lead agency in fulfilling the County's responsibility under the California Emergency Services Act and also serves as the Operational Area Coordinator for the County of Monterey under SEMS.

Operational Area (OA) – A geographical area that encompasses all local governments within a county, including the county. The OA serves as the coordination and communications link between the local government and the state. The OA prioritizes resources and coordinates mutual aid among entities within the OA. Each OA is responsible for activating and operating an EOC.

Operational Area Emergency Operations Center (OA EOC) – The physical location at which the coordination of information and resources to support OA activities normally takes place.
Plan – A document that describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

Preparedness – The range of deliberate, critical tasks and activities necessary to build, sustain, and improve operational capability. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and NGOs to identify threats, determine vulnerabilities, and identify required resources. Preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certifications and publication management.
Recovery – The long-term activities beyond the initial emergency response phase of disaster operations that focus on returning all systems in the community to a normal status or to reconstitute these systems to a new condition that is less vulnerable.

Resources – Personnel and equipment available, for assignment to incidents or to EOCs.
Response – Activities that address the direct effects of an incident; immediate actions to save lives, protect property.

Shelter – Facilities providing safe, sanitary, and secure refuge before, during, and after disaster incidents. (Note: This may also include some facilities that provide immediate necessary safe haven sheltering during an incident but are not capable of ongoing operations once other

options are available.) Shelters may include general population shelters, medical needs shelters, or household pet shelters.

Special District – A unit of local government (other than a city or county, with authority or responsibility to own, operate, or maintain a project (e.g., a water district).

Standardized Emergency Management System (SEMS) – The Standardized Emergency Management System (SEMS) is used to manage emergency response in California. SMES consists of five hierarchical levels: field, local, operational area, regional, and State. SEMS incorporates the principles of the Incident Command System, the Master Mutual Aid Agreement, existing discipline-specific mutual aid agreements, the Operational Area concept, and multi-agency or interagency coordination and communication. Under SEMS, response activities are managed at the lowest possible organizational level.

State of Emergency – An eminent impending incident(s) or crisis(es) posing threat to safety of persons, property, or the environment that is/are likely to exceed resources/capability of the proclaiming political jurisdiction, or the existence of an active incident which threatens a population, and the adequacy of local resources is unknown.

Terrorism – The use of or threatened use of criminal violence against civilians or civilian infrastructure to achieve political ends through fear and intimidation.

Threat – Communicated, demonstrated, or inferred intent and potential capability to harm life, property, environment, organizational performance, or way of life.

Volunteer Organizations Active in Disasters (VOAD) – Established disaster relief organizations, which for the most part are faith-based and national in scope yet play a major role in disaster recovery at the local level. Services include, but are not limited to:

- Repairing and replacing low-income housing
- Mass feeding services
- Home clean-up and repairs
- Facilities for in-kind disaster relief supplies
- Disaster childcare
- Material resources such as blankets, health kits, and clean up kits
- Trauma, stress, grief, care for responders and affected population
- Shelter management
- Emergency sheltering of animals
- Clean-up and debris removal
- 2-1-1 information and referral

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