



CITY COUNCIL REGULAR MEETING

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

TUESDAY, NOVEMBER 4, 2025

5:30 PM

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

City Council Regular Meeting - Tuesday, November 4, 2025
5:30 PM

**Appearing Remotely Via Zoom:
Mayor Carbone
The Westin Long Beach
333 East Ocean Boulevard
Long Beach, CA 90802**

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

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

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

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

Public Comments:

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

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

5. CONSENT CALENDAR

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

- 5A. Approve the City Council Special Meeting and Regular Meeting Minutes for September 16, 2025

[Draft Minutes](#)

- 5B. Approve the Proposed City Council Meeting Calendar for 2026

[Staff Report](#)

[2026 Meeting Calendar](#)

- 5C. Approve a Resolution Approving a Professional Services Agreement with Hanson Bridgett, LLP in an Amount not to Exceed \$38,000

[Mayor's Memo](#)

[Agreement](#)

[Resolution](#)

- 5D. Approve a Resolution Amending the Professional Services Agreement with GHD, Inc., to Provide Engineering and Related Services for the West End Stormwater Improvement Project on Catalina Street and to Increase the Contract Budget and to Extend the Term

[Staff Report](#)

[Resolution](#)

[Amendment](#)

[Original Agreement](#)

5E.

Approve a Resolution Amending the Professional Services Agreement with GHD, Inc., to Provide Engineering and Related Services for the West End Stormwater Improvement project on Contra Costa Street and to Increase the Contract Budget and to Extend the Term

[Staff Report](#)

[Resolution](#)

[Amendment](#)

[Original Agreement](#)

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

- 8A. First Reading of an Ordinance of the City of Sand City Amending Title 15 of the Sand City Municipal Code Regarding the Adoption of Building, Fire and Related International Codes ***This item is continued from October 21, 2025.***

[Staff Report](#)

[Ordinance](#)

[Exhibit A Amend Title 15](#)

9. NEW BUSINESS

- 9A. Approve a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with Monterey One Water for the Monterey Regional Stormwater Management Program

[Staff Report](#)

[Resolution](#)

[Revised Staff Report-Added 11/4/25](#)

- 9B. Approve a Resolution Approving a Resident Food Security Grant Program and Establishing an Initial Funding of \$10,000

[Staff Report](#)

[Resolution](#)

- 9C. Approve a Resolution Granting Consent to the City of Monterey to Modify the Monterey County Tourism Improvement District (MCTID)

[Staff Report](#)

[Resolution](#)

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

11. ADJOURNMENT

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

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

**AGENDA ITEM
5A.**

**Approve the City Council Special Meeting
and Regular Meeting Minutes for
September 16, 2025**

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

City Council Special Meeting - Tuesday, September 16, 2025, 5:30 PM

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

**Mayor Carbone appeared remotely
via Zoom:
OMNI Boston Hotel at the Seaport
450 Summer Street
Boston, MA 02210**

Mayor Carbone called the meeting to order at 6:30 PM.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
Finance Manager Jennifer Pope
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Councilmember Diaz led the Pledge of Allegiance.

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

Mayor Carbone:

- Reported copies of the Mayor's Report and training materials for boards were handed out and made available to the public.
- Monterey-Salinas Transit is in the process of disposing of 13 buses. Monterey-Salinas Transit won a national award for outstanding public transportation system in the 21st century. Demonstrating significant leadership, an outstanding role model of accomplishments, and innovations.
- Community Human Services has opened its share center and helped 156 individuals in the first six months under new management. 46 individuals have gone into permanent housing, and 20 individuals have been provided temporary housing. Robin Cray, CEO, is retiring after 33 years of service, and recruitment for a new CEO has begun.
- Tim O'Halloran of CalAm gave a presentation to the Seaside Ground Water Basin District on the CalAm Desal Plant.

- Sand City was awarded two million dollars in grand funding for the Catalina and Contra Costa Storm Water Project.
- Mayor Carbone spoke at the Chamber of Commerce Leadership Luncheon.
- The League of Cities-Monterey Division held an election of officers and the seats have been filled.
- The annual coastal clean-up will be Saturday, September 20, 2025 at 9:00 AM.
- NAACP 53rd annual dinner is on Saturday, September 20, 2025.
- Commendations were made to Chief Honda and the Sand City Police Department for being instrumental in the creation of MMIP training for police officers.

City Manager Vibeke Norgaard:

- FLOCK monthly stats: 932,736 vehicles coming into Sand City with a daily average of 30,088.
- The City Engineer is gathering the final bid documents for the Storm Water Project at Catalina and Contra Costa. Issuance of the bid and allocation of funds will come to Council in October.
- The City Manager and a few Councilmembers will be attending the League of Cities Annual Conference in October.
- South of Tioga project; moving forward with the final review of planning, engineering, and fire inspection services. It is expected that the temporary preliminary Certificate of Occupancy will be issued in October. The hotel is on track for its grand opening in January 2026. The City's holiday party will take place at the hotel in December.

City Attorney Adam Lindgren:

- Looking forward to the annual conference and teaming up with the Council and the City Manager at educational programs of particular interest to the community of Sand City.

4. COMMUNICATIONS

Public comment received from Luke Kilpatrick, Tom Jacobson, Fady, and Janet Fagan.

5. CONSENT CALENDAR

Public comment received from Katia Gutierrez.

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

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

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

5A. Approved the City Council Special Meeting and Regular Meeting Minutes for June 17, 2025.

5B. Approved Resolution SC 25-49 recognizing September 2025 as National

Recovery Month.

- 5C. Held a second reading and adopted Ordinance SC 25-04 of the City of Sand City Amending Title 17, Adding Chapter 17.55 Urban Lot Splits, and held a second reading and adopted Ordinance SC 25-05 of the City of Sand City amending Title 10 Vehicles and Traffic and Title 18 Zoning of the Municipal Code to implement the City of Sand City 2023-2031 (Sixth Cycle) Housing Element.
- 5D. Held second reading and adopted Ordinance SC 25-06 of the City of Sand City amending Title 18 (Zoning) of the Sand City Municipal Code to add Section 18.62.171 (Uses Conducted Within Enclosed Buildings) applicable to the Zoning Districts: 18.13 MU-P Planned Mixed Use; 18.14 C-1 Light Commercial; 18.15 C-2 Heavy Commercial; 18.18 C-3 Neighborhood Shopping; and 18.20 Manufacturing and Deleting Zoning Code Section 18.14.060.B.
- 5E. Approved Resolution SC 25-50 rescinding and replacing Resolution SC 21-32 for paying and reporting the value of Employer Paid Member Contributions.
- 5F. Approved Resolution SC 25-51 authorizing a cost-sharing Memorandum of Understanding for support for franchise collection planning between Monterey and its member agencies.
- 5G. Approved Resolution SC 25-52 approving a first amendment to Public Works contract with CSI Construction Company for the construction of the concrete monument sign at the South of Tioga Hotel Project.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. PRESENTATION

None.

8. PUBLIC HEARING

None.

9. NEW BUSINESS

- 9A. Receive a Recap of the West End Celebration 2025, Provide Feedback and Direction for the West End Celebration 2026

Public comment received from Luke Kilpatrick.

The council reached a unanimous consensus, and

- 1. Received a recap of the West End Celebration 2025 from West End Coordinator Nadja De Maeseneer and provided feedback.
- 2. Provided direction to the City Manager to negotiate a final agreement with the coordinators for the West End Celebration 2026.
- 3. Approved the dates for the West End Celebration 2026 to take place

August 22-23, 2026.

- 9B. Discuss and Direct the City Manager to Negotiate an Agreement with See Monterey to Initiate the Process to Join the Jurisdiction Investment Partnership (JIP) and Establish the Monterey County Tourism Improvement District (MCTID) as Proposed

Public comment received from Luke Kilpatrick, Rob O'Keefe, Rick Olinger, Richard Dole, John Turner, Jacquie Atchison, Janine Chicourrat, and Justin Rupps.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted to direct the City Manager to negotiate an agreement with See Monterey to initiate the process to join the Jurisdiction Investment Partnership (JIP).

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

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

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to establish the Monterey County Tourism Improvement District (MCTID) as proposed.

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

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

- 9C. Approve a Resolution Approving the Fiscal Year 2025-2026 Fee Schedule

Public comment received from Luke Kilpatrick.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-53 approving the Fiscal Year 2025-2026 Fee Schedule.

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

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

Councilmember Sofer attended the league meeting in Hollister and will be attending the

annual league conference in October.

Councilmember Adams is looking forward to attending the annual league conference.

Mayor Carbone reminded everyone of the coastal clean-up taking place on Saturday, September 20, 2025, and invited all to come celebrate Indigenous Peoples' Day on October 13, 2025, at the Art Park

11. ADJOURNMENT

Council adjourned the meeting at 7:54 PM.

Kerry Lindstrom, City Clerk

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

City Council Special Meeting - Tuesday, September 16, 2025, 5:00 PM
As allowed by Assembly Bill AB2449, this meeting was conducted in person and by
teleconference.

**Mayor Carbone appeared remotely
via Zoom:
OMNI Boston Hotel at the Seaport
450 Summer Street
Boston, MA 02210**

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

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
City Clerk Kerry Lindstrom

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

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

No public comment received.

3A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager

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

City Attorney Adam Lindgren reported the Council took no reportable action.

4. ADJOURNMENT

Council adjourned the meeting at 5:55 PM.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
5B.**

**Approve the Proposed City Council
Meeting Calendar for 2026**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kerry Lindstrom, City Clerk
SUBJECT: Proposed Calendar of City Council Meetings & Events for 2026
DATE: November 4, 2025

BACKGROUND/DISCUSSION:

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

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

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

CEQA:

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

FISCAL IMPACT:

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

RECOMMENDATION:

Adopt the proposed calendar of City Council Meetings for 2026.

ATTACHMENTS:

1. 2026 Meeting & Events Calendar



Sand City Calendar

2026

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City Council Regular Meetings – First and Third Tuesdays of the Month

Public Safety Committee - Second Tuesday of March, June, September, and December

City Barbecue – May 16, 2026

West End Celebration – August 22-23, 2026

Tree Lighting Ceremony – December 4, 2026

Canceled City Council Meetings

**AGENDA ITEM
5C.**

**Approve a Resolution Approving a
Professional Services Agreement with
Hanson Bridgett, LLP in an Amount not to
Exceed \$38,000**



City of Sand City

MEMO

TO: City Council of the City of Sand City
FROM: Honorable Mayor Carbone
SUBJECT: Legal Services Contract Hanson Bridgett Agreement
DATE: November 4, 2025

BACKGROUND/DISCUSSION:

Confidential Personnel matter.

CEQA:

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

FISCAL IMPACT: Cost not to exceed \$38,000.00. Actual expenses will be brought forward during Mid-Year Budget review.

RECOMMENDATION: Accept and approve Professional Services Agreement with Hanson Bridgett, LLP.

ATTACHMENTS:

1. Agreement
2. Resolution

RESOLUTION ATTACHMENT 1
Resolution SC 25- (2025)

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this Fourth day of November, 2025 (the “Effective Date”), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as “CITY”, and Hanson Bridgett LLP., a California Business , hereinafter referred to as “CONSULTANT” (together referred to the “Parties”).

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Proposal submitted on October 21st, 2025 to City (redacted Exhibit), redacted for confidentiality, attached hereto and incorporated herein as though set forth in full. To the extent that the Redacted Exhibit is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Redacted Exhibit, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Redacted Exhibit. In the event of a conflict in or inconsistency between the terms of this Agreement and Redacted Exhibit, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Redacted Exhibit, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty eight thousand dollars (\$38,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Redacted Exhibit. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written

notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, contractors and agents ("Indemnified Parties") from and against any and all claims,

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service,

(ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955

To CONSULTANT: Hanson Bridgett LLP.
425 Market Street, 26th Floor
San Francisco, CA 94105

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Mary Ann Carbone, Mayor

ATTEST:

Kerry Lindstrom, City Clerk

Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments: Redacted Exhibit
 Exhibit B Fee Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL (REDACTED)

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF SAND CITY
RESOLUTION SC____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH HANSON BRIDGETT, LLP IN
AN AMOUNT NOT TO EXCEED \$38,000**

WHEREAS, the Professional Services Agreement with Hanson Bridgett, LLP in the amount not to exceed \$38,000 is in relation to the confidential personnel matter discussed in closed session; and

WHEREAS, the term of the agreement will commence on the effective date of the agreement and shall end June 30, 2026 or upon the completion of the scope of work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize and approve the Professional Services Agreement with Hanson Bridgett, LLP in an amount not to exceed \$38,000.

PASSED AND ADOPTED by the City Council of the City of Sand City this 4th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

AGENDA ITEM 5D.

Approve a Resolution Amending the Professional Services Agreement with GHD, Inc., to Provide Engineering and Related Services for the West End Stormwater Improvement Project on Catalina Street and to Increase the Contract Budget and to Extend the Term



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager and Leon Gomez, City Engineer
SUBJECT: Amendment to the Professional Service Agreement with GHD, Inc. for the West End Stormwater Improvement Project on Catalina Street
DATE: November 4, 2025

BACKGROUND/DISCUSSION:

On May 17, 2022, City Council approved a Professional Service Agreement (PSA) with GHD, Inc., to provide engineering and related services for the West End Stormwater Improvement Project on Catalina Street (Project). The PSA expired on June 30, 2025, and GHD is requesting additional budget to address out of scope work. Therefore, staff is recommending an amendment to the PSA to both extend the term and to increase the budget.

Below is a summary of effort beyond the original scope of work:

1. Utility Mapping

GHD updated the existing utility mapping from the preliminary design drawings to reflect the locations of the existing utilities based on updated utility maps, record drawings from adjacent development, and supplemental topographic survey information. It was determined that the preliminary design drawings did not map all of the existing utilities along the Project area.

2. Adjustment to Supplemental Topo

GHD alerted City Engineer that the topo accuracy did not include back of sidewalk and conform field data enough to design to the preferred level of accuracy. Initially, GHD developed plans with a cross-section approach as discussed with the City Engineer, which would require the contractor to adjust road elevations and grades as necessary to meet the performance requirements of the design. After a meeting with GHD and the City's contract surveyor, it was determined that obtaining supplemental topographic survey would allow GHD to design improvements to a higher degree of vertical accuracy which will leave less ambiguity and reduce potential change orders during construction. The rework was required to change the design approach.

3. Drainage Design Revisions

a. Additional Drainage Design

In reviewing the calculations associated with the preliminary design, GHD determined that there needed to be modifications to meet the annual capture volumes cited in the grant agreements. There was a disconnect between the SW calculations and benefits prepared during the preliminary design and the grant agreements. GHD had to correct these in the design, which involve modifying and/or moving BMPs. This level of redesign and analysis was not included in our original scope.

b. Adjustment of Stormwater Chamber Design

After additional utility mapping and conflict discussions, GHD revised the layouts of the underground SW chamber systems. The chambers were moved to avoid utility conflicts that were not identified on the preliminary plans. Options were presented to the City in exhibit form with preliminary calculations for capacity, including moving the chambers to adjacent streets to maintain the capacity proposed in the grant, or to decrease the capacity and keep the chambers within the main roadway. The City gave the direction to keep the chambers in the existing streets. Exhibits produced for this effort were provided to the City Engineer.

4. Utility Coordination to Date

Once utility maps were updated, GHD produced utility conflict maps to help coordinate relocations and conflicts. GHD met with the City Engineer and Cal-Am on waterline relocation. Cal-Am indicated that some of their new lines could not be relocated, but some of the older lines could be replaced. GHD worked to reduce utility conflicts and produced updated utility conflict maps. GHD has assisted the City with Cal-Am coordination, including sending AutoCAD files of the proposed improvements to the Cal-Am design team to coordinate their waterline relocation plans. During the waterline relocation design process, GHD prepared several iterations of the utility conflict maps which were provided to the Cal-Am design team and the City Engineer.

5. Cost Estimate

At the request of the City, GHD provided updated costs based on the preliminary design plans and to support the city's pursuit of additional funding. GHD obtained current costs data for critical infrastructure. Cost estimates produced for this effort were provided to the City Engineer.

6. Geometric Design Adjustments

Changes have been made to the plans based on feedback from the City, such as curb return layouts, additional sidewalk desired by the City, and conflicts that GHD discovered in site visits and during the design process, such as the removal of bioretention areas in front of existing roll-up doors (not feasible). GHD ran truck turning templates for the proposed curb returns. The City's traffic engineer reviewed the truck turning exhibits and the plans and met with GHD. The grading design needed significant

revisions to accommodate the layout changes. Exhibits produced for this effort were provided to the City Engineer.

7. Additional Meetings and Coordination

The items described herein required additional meetings and coordination with the City Engineer, Traffic Engineer, Cal-Am and other stakeholders.

8. Additional Completed Out of Scope Effort

- a. Design revisions and coordination related to Carmel Stone frontage revisions
- b. Design revisions and coordination related to the Multi-use Trail Project
- c. Design revisions and coordination related to the Cal-Am water line relocation design
- d. Revisions to the paver layout in the intersections
- e. Drainage design revisions due to discontinued stormwater chambers and site constraints
- f. Additional meetings and coordination with City and stakeholders related to these efforts
- g. Changes to parking layouts based on AB413 daylighting requirements

CEQA:

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

FISCAL IMPACT:

Staff is requesting an addition of \$38,419 to the original contract, which is \$131,902 for a total of \$170,321. The additional funding will be brought to Council for approval during the mid-year budget adjustment. To cover the additional funding requested in this amendment, staff will apply funds from transportation funding programs (Measure X, SB 1 Local Roads & Streets), the city's general fund, or adjustments in budget from the grant agreement.

RECOMMENDATION:

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

ATTACHMENTS:

1. Resolution
2. Amendment
3. Original Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE
PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC., TO PROVIDE
ENGINEERING AND RELATED SERVICES FOR THE WEST END STORMWATER
IMPROVEMENT PROJECT ON CATALINA STREET AND TO INCREASE THE
CONTRACT BUDGET AND TO EXTEND THE TERM**

WHEREAS, on May 17, 2022, the City of Sand City entered into a Professional Service Agreement (PSA) with GHD, Inc., to provide engineering and related services for the West End Stormwater Improvement Project on Contra Costa Street (Project); and

WHEREAS, the PSA expired on June 30, 2025, and GHD is requesting additional budget to address out of scope work; and

WHEREAS, staff has determined that services for the Project are necessary to complete the scope of work. prepare bid documents, and provide ongoing engineering support services, which require an extension of the term and increase in budget; and

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

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

1. The City Manager is directed to execute the attached amendment to the Professional Service Agreement with GHD, Inc., in substantially the same form as the attached, in the amount of \$170,321 and to extend the term of the agreement to June 30, 2027.
2. GHD, Inc., will maintain a current Sand City Business License throughout the term of the service agreement.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

RESOLUTION EXHIBIT A

Resolution SC 25-__ 2025

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE CITY OF SAND CITY AND GHD, INC.
TO PROVIDE ENGINEERING SERVICES FOR THE WEST END
STORMWATER IMPROVEMENT PROJECT ON CATALINA STREET**

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

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

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

This Agreement shall commence on January 17, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027 unless sooner terminated pursuant to the provisions of this Agreement.

Section V. PAYMENT. "Payment" is hereby amended as follows:

- A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **one hundred seventy thousand three hundred twenty one dollars (\$170,321)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

CITY

City of Sand City

CONSULTANT

GHD, Inc

By: _____

Vibeke Norgaard
City Manager

By: _____

William Silva
Principal Engineer

CITY OF SAND CITY

RESOLUTION SC 22-42, 2022

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH GHD IN
THE AMOUNT OF \$131,902 TO PROVIDE ENGINEERING AND RELATED
SERVICES FOR THE WEST END STORMWATER IMPROVEMENT PROJECT ON
CATALINA STREET**

WHEREAS, Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Assembly Bill 1471) authorized \$7.545 billion in general obligation bonds for water projects including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection; and

WHEREAS, in 2016, the California State Water Resources Control Board (SWRCB) awarded the Council for Watershed Health (CWH) a Proposition 1 Stormwater Technical Assistance (TA) Grant to provide technical assistance to underserved and disadvantaged communities (DAC) to develop, fund, and implement eligible drinking water, wastewater, stormwater, or groundwater projects to address their needs; and

WHEREAS, in 2017, the SWRCB awarded the City a Proposition 1 TA Grant to identify a project that would meet the City's storm water management objectives and needs with assistance from a TA team composed of technical, engineering, and landscape professionals; and

WHEREAS, as a result of this effort, the City identified a project that would reconstruct two existing collector streets within the West End area of the City to meet the City's objectives and needs which became the West End Stormwater Improvement Project on Contra Costa Street and Catalina Street (Project); and

WHEREAS, the Project will retrofit existing collector streets to integrate Low Impact Development (LID) strategies including bioretention facilities, permeable pavement, new storm drain infrastructure and routing, abandonment of existing storm drains at various locations, horizontal infiltration chambers, landscaping, and pedestrian and Americans with Disability Act (ADA) improvements, to address flood control, improve water quality, increase urban greening, augment groundwater supply through infiltration of treated storm water, and meet several community objectives; and

WHEREAS, under the Proposition 1 TA grant, the Contra Costa Street portion of the Project was taken to approximately 60% design while the Catalina Street portion was taken to approximately 30% design; and

WHEREAS, in January 2019, the Catalina Street portion of the Project was separated out and submitted for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation grant funding through the Monterey Peninsula Water Management District (MPWMD); and

WHEREAS, Proposition 1, or the Water Quality, Supply, and Infrastructure Improvement Act of 2014, was established to assist in financing projects which are included in an adopted IRWM Plan which is a comprehensive guide for developing, prioritizing, and implementing coordinated water resource plans and projects to meet a planning region's changing needs and priorities, incorporate new developments in water resource management, and to respond to project solicitations from state and federal funding agencies; and

WHEREAS, on July 7, 2020, the Department of Water Resources (DWR) informed the MPWMD that it had approved a grant award of up to \$2,317,040 to fund four projects on the Monterey Peninsula, however, after the award of funds one of the four projects dropped out of the program and the City requested, and was approved to receive, additional funds up to \$1,097,400; and

WHEREAS, in order to complete the design of the Project and prepare construction documents, the City requires engineering and related services; and

WHEREAS, Sand City Municipal Code Chapter 12.18 Purchasing Procedures, section 12.18.050, allows the City to enter into a contract for a professional services such as engineering, provided that the selection of professional services is based on the contractor's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the civil engineers and landscape designer who successfully completed the conceptual through 30% design of the Project now work at GHD and RRM, respectively, and have the historical knowledge and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required to complete the design; and

WHEREAS, GHD has submitted a proposal to the City in the amount of \$131,902 to provide engineering and related services to complete the Project design and prepare construction documents; and

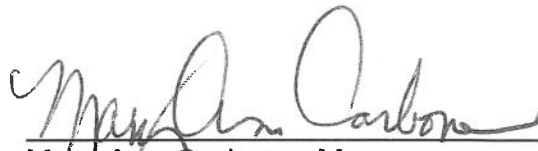
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City, all of the following:

- 1) That the City Manager is hereby authorized to execute a Professional Service Agreement in substantially the same form as shown in Exhibit A with GHD to provide engineering and related services to complete the Project design and prepare construction documents; and

PASSED AND ADOPTED, by the City Council of the City of Sand City this 17th day of May, 2022 by the following vote:

AYES: Council Members Carbone, Cruz, Sofer
NOES: None
ABSENT: None
ABSTAIN: Council Members Blackwelder, Hawthorne

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Connie Horca, City Clerk

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT
West End Stormwater Improvement Project on Catalina Street**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 17, 2023, between the City of Sand City ("CITY"), a municipal corporation and GHD Inc., a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 17, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, contractor shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A.

III. PERFORMANCE

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

IV. CITY MANAGEMENT

City's Engineer shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to CONSULTANT. City Manager or his/her designee shall be authorized to act on CITY's behalf and to "execute all necessary documents which enlarge the Tasks to be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **one hundred thirty-one thousand nine-hundred and two dollars (\$131,902.00)** for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted within the first fifteen (15) calendar days of the month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice, therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities

related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for the period of time required by the *Grant Agreement between the State of California (Department of Water Resources) and Monterey Peninsula Water Management District Agreement Number 4600013801 Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant ("STATE GRANT AGREEMENT")* and the *Agreement between the Monterey Peninsula Water Management District and the City of San Jose, California for funds from a Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Grant to the Monterey Peninsula, Carmel Bay, and South Monterey Bay Planning Region to Complete West End Stormwater Improvement Project – Catalina Street ("SUBGRANTEE AGREEMENT")*.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, consultants and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall

be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Engineer or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: City Clerk

To CONSULTANT: GHD Inc.
1101 Monterey Street, Suite 120
San Luis Obispo, CA 93401
Attention: Seth Stevens, PE, CFM

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Mr. Seth Stevens, PE, CFM, may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Mr. Seth Stevens from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT. Before retaining or contracting with any consultant for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. WORK SCHEDULED/TIME OF COMPLETION

CITY and CONSULTANT agree that time is of the essence in this AGREEMENT. CITY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of five hundred dollars (\$500.00) per day for each and every day such performance is late or delayed. CITY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, CITY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF CONSULTANT'S PROPOSAL

CONSULTANT is bound by the contents of CONSULTANT'S Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements this AGREEMENT shall take precedence over those contained in Exhibit "A". The incorporation of the CONSULTANT's proposal shall be for the

scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

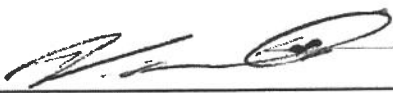
CONSULTANT

By: 
(Signature)

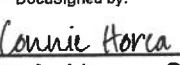
William Silva, P.E.
(Typed Name)

Principal Engineer
(Title)

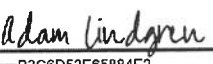
CITY OF SAND CITY


Vibeke Norgaard, City Manager

ATTEST:

DocuSigned by:

Connie Horca, City Clerk

APPROVED AS TO FORM:
City Attorney

By: 
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West End Stormwater Improvement
Project on Catalina Street

Page 9 of 15

Non-Construction PSA

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

1101 Monterey Street, Suite 120
San Luis Obispo, CA 93401
USA
T (805) 503-0500
www.ghd.com



Revised April 13, 2022

Leon Gomez, City Engineer
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

RE: West End Stormwater Improvement Projects on Contra Costa Street and Catalina Street

Dear Mr. Gomez,

We understand the City has been successful in acquiring grant monies to reconstruct Contra Costa Street and Catalina Street and is requesting design for final bid documents for construction. We have assembled our team to include key personnel from GHD and RRM who originally developed concept plans for these grant applications on the City's behalf.

Per our recent discussions with you and Ms. Darla Elswick, attached is our team's proposals for your review. We have prepared two separate proposals to outline the work in accordance with the approved grants. Please note we assume the design schedules for the projects will be concurrent to maximize efficiencies in combining design staff efforts, project meetings, and project coordination with the City. If this assumption is incorrect, we'd greatly appreciate the opportunity to discuss options with moving these designs forward on different timelines.

We are excited to work with you on this project and welcome any questions you have regarding our proposal.

Regards,

A handwritten signature in black ink, appearing to read "Keone Kauo", is written over the printed name.

Keone Kauo, PE
Project Manager
805.503.0500
keone.kauo@ghd.com

Scope of Services

For

West End Stormwater Improvement Project on Catalina Street Project

Project Understanding

Sand City was awarded design and construction funding for the West End Stormwater Improvement Project on Catalina Street through an Integrated Regional Water Management Proposition 1 Stormwater Grant. Catalina Street will be improved generally from the intersection of Olympia Avenue to Ortiz Avenue. Improvements will include low impact development facilities such as bioretention, permeable pavers, and underground storm chambers to capture, clean, and recharge the groundwater supply; paving, curb and gutter, and sidewalk improvements; and beautification with drought tolerant landscaping. Concept and preliminary design packages have already been completed for the project. The scope of work as requested is to develop a final design bid package ready for bid for early summer.

Scope of Services

Based on the above understanding of the project intent, GHD's scope of services for design is defined by the following tasks.

Task 1 - Project Management

The Project Management task consists of attending a project kick-off meeting, attending meetings during the duration of the design, and project expenses such as plotting.

We will orchestrate and attend a project kick-off meeting with appropriate personnel from the City. This meeting agenda will focus on project understanding, team involvement, project constraints, and the anticipation of design development impediments. This meeting will also include a project introduction, review of background information and project scope, and defining the project schedule. This meeting represents a key opportunity for representatives from the City to steer the consultant team and further clarify critical elements of the project scope. We assume the kick-off meeting will include a field walkdown of the project site.

We will participate in one (1) in person meeting, one (1) virtual design review meeting after the 100% submittal package, and bi-weekly virtual meetings during the duration of the design. The in-person meeting includes attendance at one meeting with City staff to review and discuss the 90% design submittal package. The bi-weekly virtual meetings will convey the status of the design, coordinate utility provider relocations (if necessary), and to resolve questions and design issues.

Grant agreement development and negotiations on the City's behalf is excluded from this task. All expenses for plotting are included in this task.

Deliverables:

- Attendance at in person kickoff meeting shared in combination with Contra Costa meeting
- Attendance at one (1) in person meeting shared in combination with Contra Costa meeting
- Attendance of virtual meetings including bi-weekly and 100% design review meetings for up to 10 meetings.

Task 6 - Permitting

GHD will assist the City in acquiring permits on the project as needed.

Deliverables:

- Permit Assistance

Task 7 - Design***90% Design Plans, Specs, Estimate***

The project team will prepare 90% design plans, technical specifications, and engineer's cost estimate. The intent of the 90% plans is to utilize the existing 30% design plans to provide a complete construction set package for City review and comment.

This submittal package will include construction plans and details, technical specifications, bid item list, and an engineer's cost estimate for use in the public bidding process and in accordance with the City's bidding procedure.

The following plan sheets will be included as part of this submittal:

Sheet No.	Drawing Title
1	Cover Sheet
2	Survey Control
3-4	Utility Plan and Details
5	Demolition Plan
6	Typical Sections
7	Street Improvement Plans
8-10	Grading Plan (Including Profiles)
11-17	Civil Details
18	Signing and Striping Plan
19-23	Landscape Plan and Details
24-29	Irrigation Plan and Details

As is standard practice, this task includes an in-house review of the plans by our QA/QC Engineer.

100% Design Plans, Specs, Estimate

Based on the feedback from the previous submittal package, we will prepare and submit a 100% design package. This submittal will contain complete construction documents and an updated engineer's cost estimate.

The plans will incorporate review comments from the 90% design package and will provide construction level design detail and technical specifications sufficient for final project approvals and bidding.

Stormwater Control Plan and Operation and Maintenance Plan

GHD will perform a hydrologic analysis to estimate runoff volumes and peak rates for the 85th and 95th percentile design storm events for each drainage management area associated with a proposed

stormwater retention facility. We will also calculate the retention capacities of the proposed stormwater retention facilities. The effort will be summarized in a Draft Stormwater Control Plan that will be provided to the City for review. The Stormwater Control Plan will be prepared in accordance with the Central Coast Regional Water Quality Control Board's Post-Construction Requirements (Resolution No. R3-2013-0032) and the City's adopted Stormwater Technical Guide and templates. City review comments will be incorporated into a Final Stormwater Control Plan.

GHD will develop recommendations for inspecting and maintaining the proposed stormwater LID features. The recommendations will be included in a Draft Stormwater Facility Operation and Maintenance Plan that will be provided to the City for review. City comments will be incorporated into a Final Stormwater Facility Operation and Maintenance Plan.

The proposed project does not include modifications to the City's existing stormwater collection and conveyance system, so a Drainage Report is not included as part of this project.

An in-house review of the plans will be conducted by our QA/QC Engineer.

Geotechnical Report

We will retain the services of Earth Systems Pacific (ESP) to investigate the subsurface conditions, conduct laboratory testing, and develop a geotechnical recommendations report for HMA pavement, permeable pavers, exterior pedestrian flatwork, utility trench backfill, and infiltration characteristics of the native soil for the bioretention and storm chamber improvements. ESP will drill six to nine borings approximately 4 to 8 feet in depth, with a few to 15 feet in depth, as conditions allow.

Infiltration testing will be performed in conformance with quick infiltration test methods developed by ESP in association with the Low Impact Development Initiative, and available on the Central Coast Regional Water Quality Control Board website:

http://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/infiltration_methodologies_12_19_13.pdf.

Deliverables:

- Single 11x17 hard copy and electronic copy of 90% and 100% Complete Design Drawings, Technical Specifications, and Opinion of Probable Construction Cost.
- Draft and Final Stormwater Control Plan
- Draft and Final Stormwater Facility Operation and Maintenance Plan
- Geotechnical Engineering Report

Task 9 - Contract Services

Bid Documents

Based on finalized project design issues resolved during the preceding tasks, we will prepare and submit the final construction bid documents. This submittal package will contain complete construction documents and final engineer's cost estimate.

Bid Support

We will assist the City during the bid period with issues such as answering contractor questions, interpreting bid documents for prospective bidders, and preparing any necessary addenda.

Deliverables:

- Single 11x17 hard copy and electronic copy of Construction Bid Documents, Technical Specifications, and Opinion of Probable Construction Cost.
- Prepare up to two (2) Addenda
- Respond to up to four (4) RFI's

Task 10 - Construction Administration

We will provide the following construction support services:

- Review Contractor Submittals (12 total)
- Respond to RFIs (6 total)
- Respond to Requests for Change (2 total)
- Record Drawings

Deliverables:

- Respond to RFIs, submittal review, and requests for change
- Record Drawings

Task 11 - Construction

We will compile necessary PAEP data for reporting purposes. We gather data, develop into a report, and provide to the City for submittals.

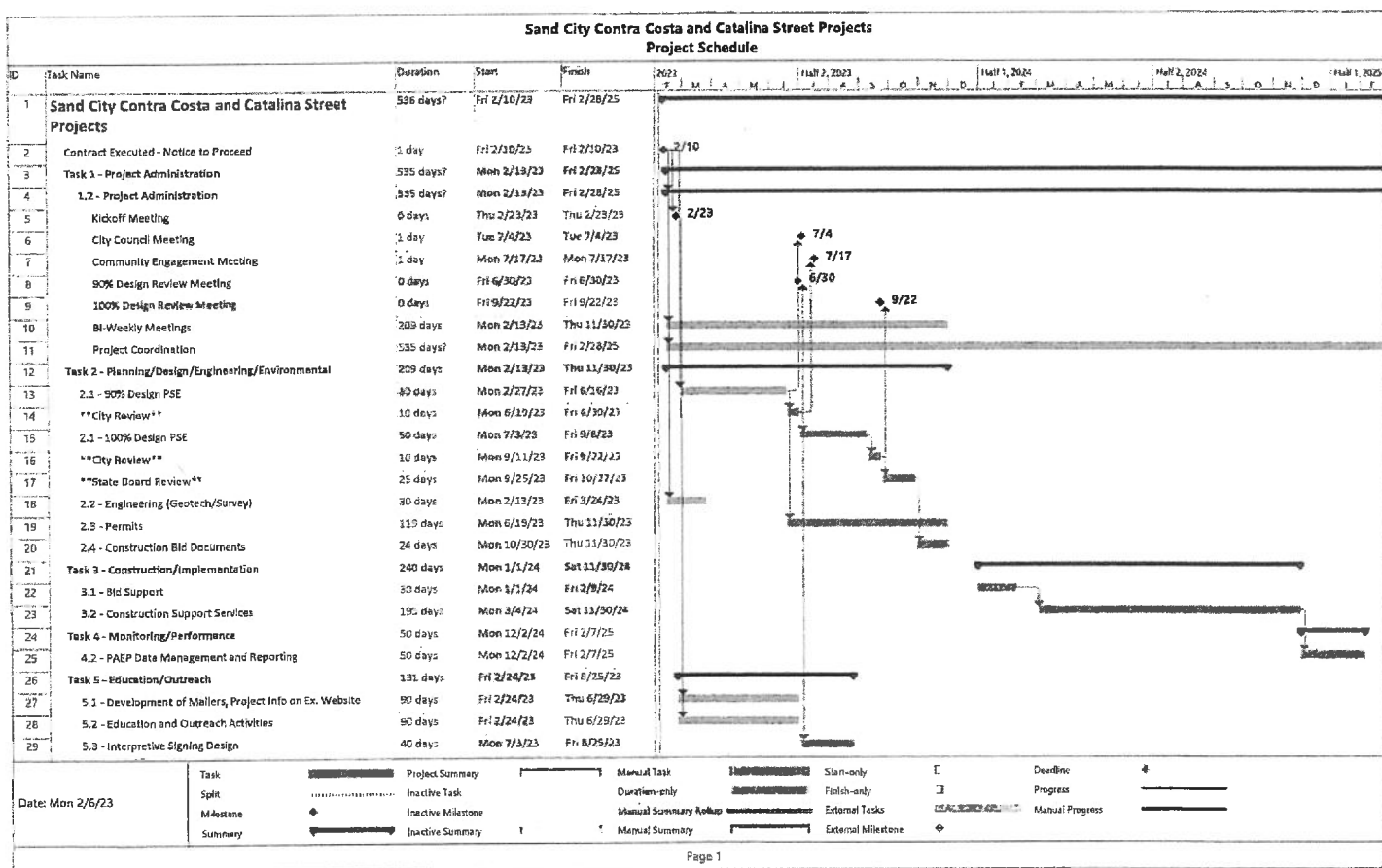
Deliverables:

- Project Assessment and Evaluation Plan (PAEP) data management and reporting.

General Exclusions and Assumptions

This scope of services is based on the tasks described above which are anticipated for the project. This scope is based on the following assumptions:

- This scope does not include anything not specifically described above.
- This scope of services does not include a traffic study or an analysis to determine the traffic index. It is assumed that the City will provide the design team with the traffic index required to design the roadways structural pavement section.
- The scope of services does not guarantee property owner cooperation for temporary and permanent easements. The City will be responsible for negotiating and securing any property if acquisition is required for the proposed improvements. The City will be responsible for valuations, paying of costs and fees, and recording of all site control (easement and acquisition) documents.
- The scope of services does not include any applications, permits, or related fees (i.e. utility, agency, regulatory, encroachment). The City shall be responsible for preparing and securing any necessary permits and for paying all deposits and fees required for the project.
- The scope of services does not include utility relocation assistance. It is assumed that the relocation of non-City owned utilities will be completed by utility owners.
- The City will complete their review of the plans and prepare any comments they have in a timely manner and will deliver one set of rectified comments to GHD following each review.
- Education and outreach materials are excluded.
- Interpretive signage design and exhibits are excluded.



Sand City
Catalina Street



Task No.	Task Description	GHD															Subconsultants										Project Subtotal	Task Subtotal	Percentage of Project Total																																																																																																																																																																																																																																																																																																																																																					
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→ The Power of Commitment

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

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

AGENDA ITEM 5E.

Approve a Resolution Amending the Professional Services Agreement with GHD, Inc., to Provide Engineering and Related Services for the West End Stormwater Improvement project on Contra Costa Street and to Increase the Contract Budget and to Extend the Term



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager and Leon Gomez, City Engineer
SUBJECT: Amendment to the Professional Service Agreement with GHD, Inc. for the West End Stormwater Improvement Project on Contra Costa Street
DATE: November 4, 2025

BACKGROUND/DISCUSSION:

On May 17, 2022, City Council approved a Professional Service Agreement (PSA) with GHD, Inc., to provide engineering and related services for the West End Stormwater Improvement Project on Contra Costa Street (Project). The PSA expired on June 30, 2025, and GHD is requesting additional budget to address out of scope work. Therefore, staff is recommending an amendment to the PSA to both extend the term and to increase the budget.

Below is a summary of effort beyond the original scope of work:

1. Utility Mapping

GHD updated the existing utility mapping from the preliminary design drawings to reflect the locations of the existing utilities based on updated utility maps, record drawings from adjacent development, and supplemental topographic survey information. It was determined that the preliminary design drawings did not map all of the existing utilities along the Project area.

2. Adjustment to Supplemental Topo

GHD alerted City Engineer that the topo accuracy did not include back of sidewalk and conform field data enough to design to the preferred level of accuracy. Initially, GHD developed plans with a cross-section approach as discussed with the City Engineer, which would require the contractor to adjust road elevations and grades as necessary to meet the performance requirements of the design. After a meeting with GHD and the City's contract surveyor, it was determined that obtaining supplemental topographic survey would allow GHD to design improvements to a higher degree of vertical accuracy which will leave less ambiguity and reduce potential change orders during construction. The rework was required to change the design approach.

3. Drainage Design Revisions

a. Additional Drainage Design

In reviewing the calculations associated with the preliminary design, GHD determined that there needed to be modifications to meet the annual capture volumes cited in the grant agreements. There was a disconnect between the SW calculations and benefits prepared during the preliminary design and the grant agreements. GHD had to correct these in the design, which involve modifying and/or moving BMPs. This level of redesign and analysis was not included in our original scope.

b. Adjustment of Stormwater Chamber Design

After additional utility mapping and conflict discussions, GHD revised the layouts of the underground SW chamber systems. The chambers were moved to avoid utility conflicts that were not identified on the preliminary plans. Options were presented to the City in exhibit form with preliminary calculations for capacity, including moving the chambers to adjacent streets to maintain the capacity proposed in the grant, or to decrease the capacity and keep the chambers within the main roadway. The City gave the direction to keep the chambers in the existing streets. Exhibits produced for this effort were provided to the City Engineer.

4. Utility Coordination to Date

Once utility maps were updated, GHD produced utility conflict maps to help coordinate relocations and conflicts. GHD met with the City Engineer and Cal-Am on waterline relocation. Cal-Am indicated that some of their new lines could not be relocated, but some of the older lines could be replaced. GHD worked to reduce utility conflicts and produced updated utility conflict maps. GHD has assisted the City with Cal-Am coordination, including sending AutoCAD files of the proposed improvements to the Cal-Am design team to coordinate their waterline relocation plans. During the waterline relocation design process, GHD prepared several iterations of the utility conflict maps which were provided to the Cal-Am design team and the City Engineer.

5. Cost Estimate

At the request of the City, GHD provided updated costs based on the preliminary design plans and to support the city's pursuit of additional funding. GHD obtained current costs data for critical infrastructure. Cost estimates produced for this effort were provided to the City Engineer.

6. Geometric Design Adjustments

Changes have been made to the plans based on feedback from the City, such as curb return layouts, additional sidewalk desired by the City, and conflicts that GHD discovered in site visits and during the design process, such as the removal of bioretention areas in front of existing roll-up doors (not feasible). GHD ran truck turning templates for the proposed curb returns. The City's traffic engineer reviewed the truck turning exhibits and the plans and met with GHD. The grading design needed significant

revisions to accommodate the layout changes. Exhibits produced for this effort were provided to the City Engineer.

7. Additional Meetings and Coordination

The items described herein required additional meetings and coordination with the City Engineer, Traffic Engineer, Cal-Am and other stakeholders.

8. Additional Completed Out of Scope Effort

- a. Design revisions and coordination related to Carmel Stone frontage revisions
- b. Design revisions and coordination related to the Multi-use Trail Project
- c. Design revisions and coordination related to the Cal-Am water line relocation design
- d. Revisions to the paver layout in the intersections
- e. Drainage design revisions due to discontinued stormwater chambers and site constraints
- f. Additional meetings and coordination with City and stakeholders related to these efforts
- g. Changes to parking layouts based on AB413 daylighting requirements

CEQA:

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

FISCAL IMPACT:

Staff is requesting an addition of \$57,628 to the original contract, which is \$366,059 for a total of \$423,687. The additional funding will be brought to Council for approval during the mid-year budget adjustment. To cover the additional funding requested in this amendment, staff will apply funds from transportation funding programs (Measure X, SB 1 Local Roads & Streets), the city's general fund, or adjustments in budget from the grant agreement.

RECOMMENDATION:

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

ATTACHMENTS:

1. Resolution
2. Amendment
3. Original Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE
PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC., TO PROVIDE
ENGINEERING AND RELATED SERVICES FOR THE WEST END STORMWATER
IMPROVEMENT PROJECT ON CONTRA COSTA STREET AND TO INCREASE THE
CONTRACT BUDGET AND TO EXTEND THE TERM**

WHEREAS, on May 17, 2022, the City of Sand City entered into a Professional Service Agreement (PSA) with GHD, Inc., to provide engineering and related services for the West End Stormwater Improvement Project on Contra Costa Street (Project); and

WHEREAS, the PSA expired on June 30, 2025, and GHD is requesting additional budget to address out of scope work; and

WHEREAS, staff has determined that services for the Project are necessary to complete the scope of work. prepare bid documents, and provide ongoing engineering support services, which require an extension of the term and increase in budget; and

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

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

1. The City Manager is directed to execute the attached amendment to the Professional Service Agreement with GHD, Inc., in substantially the same form as the attached, in the amount of \$423,687 and to extend the term of the agreement to June 30, 2027.
2. GHD, Inc., will maintain a current Sand City Business License throughout the term of the service agreement.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

RESOLUTION EXHIBIT A
Resolution SC 25-__ 2025

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE CITY OF SAND CITY AND GHD, INC.
TO PROVIDE ENGINEERING SERVICES FOR THE WEST END
STORMWATER IMPROVEMENT PROJECT ON CONTRA COSTA
STREET**

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

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

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

This Agreement shall commence on January 17, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027 unless sooner terminated pursuant to the provisions of this Agreement.

Section V. PAYMENT. "Payment" is hereby amended as follows:

- A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **four hundred twenty-three thousand six hundred eighty-seven dollars (\$423,687)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

CITY
City of Sand City

CONSULTANT
GHD, Inc

By: _____
Vibeke Norgaard
City Manager

By: _____
William Silva
Principal Engineer

**CITY OF SAND CITY
RESOLUTION SC 22-41, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH GHD IN
THE AMOUNT OF \$366,059 TO PROVIDE ENGINEERING AND RELATED SERVICES
FOR THE WEST END STORMWATER IMPROVEMENT PROJECT ON CONTRA COSTA
STREET**

WHEREAS, Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Assembly Bill 1471) authorized \$7.545 billion in general obligation bonds for water projects including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection; and

WHEREAS, in 2016, the California State Water Resources Control Board (SWRCB) awarded the Council for Watershed Health (CWH) a Proposition 1 Stormwater Technical Assistance (TA) Grant to provide technical assistance to underserved and disadvantaged communities (DAC) to develop, fund, and implement eligible drinking water, wastewater, stormwater, or groundwater projects to address their needs; and

WHEREAS, in 2017, the SWRCB awarded the City a Proposition 1 TA Grant to identify a project that would meet the City's storm water management objectives and needs with assistance from a TA team composed of technical, engineering, and landscape professionals; and

WHEREAS, as a result of this effort, the City identified a project that would reconstruct two existing collector streets within the West End area of the City to meet the City's objectives and needs which became the West End Stormwater Improvement Project on Contra Costa Street and Catalina Street (Project); and

WHEREAS, the Project will retrofit existing collector streets to integrate Low Impact Development (LID) strategies including bioretention facilities, permeable pavement, new storm drain infrastructure and routing, abandonment of existing storm drains at various locations, horizontal infiltration chambers, landscaping, and pedestrian and Americans with Disability Act (ADA) improvements, to address flood control, improve water quality, increase urban greening, augment groundwater supply through infiltration of treated storm water, and meet several community objectives; and

WHEREAS, under the Proposition 1 TA grant, the Contra Costa Street portion of the Project was taken to approximately 60% design while the Catalina Street portion was taken to approximately 30% design; and

WHEREAS, in January 2019, the Catalina Street portion of the Project was separated out and submitted for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation grant funding through the Monterey Peninsula Water Management District (MPWMD); and

WHEREAS, in July 2020, the City submitted an application to the California State Water Resources Control Board (the "SWRCB") for funding to support the final design and construction of the Contra Costa Street portion of the Project; and

WHEREAS, on February 16, 2021, the City received notification that it was awarded Proposition 1 Stormwater Implementation Grant funding in the amount of \$2,735,202 to fund the remaining design and construction of the Contra Costa Street portion of the Project; and

WHEREAS, in order to complete the design of the Project and prepare construction documents, the City requires engineering and related services; and

WHEREAS, Sand City Municipal Code Chapter 12.18 Purchasing Procedures, section 12.18.050, allows the City to enter into a contract for professional services such as engineering, provided that the selection of professional services is based on the contractor's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the civil engineers and landscape designer who successfully completed the conceptual through 30% and 60% designs of the Project now work at GHD and RRM, respectively, and have the historical knowledge and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required to complete the design; and

WHEREAS, GHD has submitted a proposal to the City in the amount of \$366,059 to provide engineering and related services to complete the Project design and prepare construction documents; and

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

- 1) That the City Manager is hereby authorized to execute a Professional Service Agreement in substantially the same form as shown in Exhibit A with GHD to provide engineering and related services to complete the Project design and prepare construction documents; and

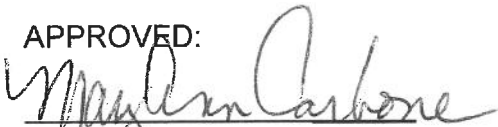
PASSED AND ADOPTED, by the City Council of the City of Sand City this 17th day of May, 2022 by the following vote:

AYES: Council Members Carbone, Cruz, Sofer
NOES: None
ABSENT: None
ABSTAIN: Council Members Blackwelder, Hawthorne

ATTEST:



Connie Horca, City Clerk

APPROVED:


Mary Ann Carbone, Mayor

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT
West End Stormwater Improvement Project on Contra Costa Street**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 17, 2023, between the City of Sand City ("CITY"), a municipal corporation and GHD Inc., a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 17, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, contractor shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A.

III. PERFORMANCE

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

IV. CITY MANAGEMENT

City's Engineer shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to CONSULTANT. City Manager or his/her designee shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **three hundred sixty-six thousand and fifty-nine dollars (\$366,059.00)** for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted within the first fifteen (15) calendar days of the month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice, therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed

up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for the period of time required by the

Storm Water Grant Agreement No. D2112145 by and between the City of Sand City and California State Water Resources Control Board for the purpose of the West End Stormwater Improvement Project on Contra Costa Street ("STATE GRANT AGREEMENT").

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, consultants and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of

CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Engineer or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: City Clerk

To CONSULTANT: GHD Inc.
1101 Monterey Street, Suite 120
San Luis Obispo, CA 93401
Attention: Seth Stevens, PE, CFM

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Mr. Seth Stevens, PE, CFM, may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Mr. Seth Stevens from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT. Before retaining or contracting with any consultant for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any

litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey.

XX. ENTIRE AGREEMENT

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

XXI. WORK SCHEDULED/TIME OF COMPLETION

CITY and CONSULTANT agree that time is of the essence in this AGREEMENT. CITY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of five hundred dollars (\$500.00) per day for each and every day such performance is late or delayed. CITY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, CITY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF CONSULTANT'S PROPOSAL

CONSULTANT is bound by the contents of CONSULTANT'S Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements this AGREEMENT shall take precedence over those contained in Exhibit "A". The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

CONSULTANT

By: 
(Signature)

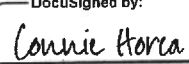
William Silva, P.E.
(Typed Name)

Principal Engineer
(Title)

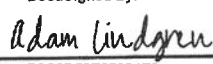
CITY OF SAND CITY


Vibeke Norgaard, City Manager

ATTEST:

DocuSigned by:

Connie Horca, City Clerk

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
By: 
B3C8D52E658B4E2...

Attachments: Exhibit A Consultant's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

1101 Monterey Street, Suite 120
San Luis Obispo, CA 93401
USA
T (805) 503-0500
www.ghd.com



Revised April 13, 2022

Leon Gomez, City Engineer
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

RE: West End Stormwater Improvement Projects on Contra Costa Street and Catalina Street

Dear Mr. Gomez,

We understand the City has been successful in acquiring grant monies to reconstruct Contra Costa Street and Catalina Street and is requesting design for final bid documents for construction. We have assembled our team to include key personnel from GHD and RRM who originally developed concept plans for these grant applications on the City's behalf.

Per our recent discussions with you and Ms. Darla Elswick, attached is our team's proposals for your review. We have prepared two separate proposals to outline the work in accordance with the approved grants. Please note we assume the design schedules for the projects will be concurrent to maximize efficiencies in combining design staff efforts, project meetings, and project coordination with the City. If this assumption is incorrect, we'd greatly appreciate the opportunity to discuss options with moving these designs forward on different timelines.

We are excited to work with you on this project and welcome any questions you have regarding our proposal.

Regards,

A handwritten signature in black ink, appearing to read "Keone Kauo", written over a horizontal line.

Keone Kauo, PE
Project Manager
805.503.0500
keone.kauo@ghd.com

Scope of Services For West End Stormwater Improvement Project on Contra Costa Street Project

Project Understanding

Sand City was awarded design and construction funding for the West End Stormwater Improvement Project on Contra Costa Street through a California Proposition 1 Stormwater Grant. Contra Costa Street will be improved generally from the intersection of Orange Avenue to Redwood Avenue. Improvements will include low impact development facilities such as bioretention, permeable pavers, and underground storm chambers to capture, clean, and recharge the groundwater supply; a new storm drain system to route mainline pipes into public ROW; paving, curb and gutter, and sidewalk improvements; and beautification with drought tolerant landscaping. Concept and preliminary design packages have already been completed for the project. The scope of work as requested is to develop a final design bid package ready for bid for early summer.

Scope of Services

Based on the above understanding of the project intent, GHD's scope of services for design is defined by the following tasks.

Task 1 - Project Administration

The Project Administration task consists of attending a project kickoff meeting, attending meetings during the duration of the design, and project expenses such as plotting and travel. Grant agreement development and negotiations on the City's behalf is excluded from this task.

Sub-Task 1.2 - Project Administration

We will orchestrate and attend a project kickoff meeting with appropriate personnel from the City. This meeting agenda will focus on project understanding, team involvement, project constraints, and the anticipation of design development impediments. This meeting will also include a project introduction, review of background information and project scope, and defining the project schedule. This meeting represents a key opportunity for representatives from the City to steer the consultant team and further clarify critical elements of the project scope. We assume the kickoff meeting will include a field walkdown of the project site.

We will participate in three (3) in person meetings, one (1) virtual design review meeting after the 100% submittal package, and up to ten (10) bi-weekly virtual meetings during the duration of the design. The three in person meetings includes attendance at one City Council meeting, one community engagement activity, and one meeting with City staff to review and discuss the 90% design submittal package. The bi-weekly virtual meetings will convey the status of the design, coordinate utility provider relocations (if necessary), and to resolve questions and design issues.

All expenses for travel and plotting for the design proposal are included in this task.

Deliverables:

- Attendance at kickoff meeting

- Attendance at three (3) in person meetings.
- Attendance of virtual meetings including bi-weekly and 100% design review meetings.

Task 2 - Planning/Design/Engineering/Environmental

Sub-Task 2.1 - 90% Design Plans, Specs, Estimate

The project team will prepare 90% design plans, technical specifications, and engineer's cost estimate. The intent of the 90% plans is to utilize the existing 65% design plans to provide a complete construction set package for City review and comment.

This submittal package will include construction plans and details, technical specifications, bid item list, and an engineer's cost estimate for use in the public bidding process and in accordance with the City's bidding procedure.

The following plan sheets will be included as part of this submittal:

Sheet No.	Drawing Title
1	Cover Sheet
2	Survey Control
3-4	Utility Plan and Details
5	Demolition Plan
6	Typical Sections
7	Street Improvement Plans
8-11	Grading Plan (Including Profiles)
12-19	Civil Details
20	Signing and Striping Plan
21	Interpretive Signage
22-27	Landscape Plan and Details
28-34	Irrigation Plan and Details

As is standard practice, this task includes an in-house review of the plans by our QA/QC Engineer.

We will attend one in person meeting with City staff to review and discuss the 90% design submittal package as described under Sub-Task 1.2.

100% Design Plans, Specs, Estimate

Based on the feedback from the previous submittal package, we will prepare and submit a 100% design package. This submittal will contain complete construction documents and an updated engineer's cost estimate.

The plans will incorporate review comments from the 90% design package and will provide construction level design detail and technical specifications sufficient for final project approvals and bidding.

Stormwater Control Plan, Drainage Report, and Operation and Maintenance Plan

GHD will perform a hydrologic analysis to estimate runoff volumes and peak rates for the 85th and 95th percentile design storm events for each drainage management area associated with a proposed stormwater retention facility. We will also calculate the retention capacities of the proposed stormwater retention facilities. The effort will be summarized in a Draft Stormwater Control Plan that will be provided to the City for review. The Stormwater Control Plan will be prepared in accordance with the Central Coast Regional Water Quality Control Board's Post-Construction Requirements (Resolution No. R3-2013-0032) and the City's adopted Stormwater Technical Guide and templates. City review comments will be incorporated into a Final Stormwater Control Plan.

GHD will develop recommendations for inspecting and maintaining the proposed stormwater LID features. The recommendations will be included in a Draft Stormwater Facility Operation and Maintenance Plan that will be provided to the City for review. City comments will be incorporated into a Final Stormwater Facility Operation and Maintenance Plan.

The proposed project includes modifications to the City's existing stormwater collection and conveyance system. GHD will conduct an analysis to size the stormwater collection and conveyance facilities proposed as part of the project. The analysis will include a hydrologic analysis to estimate the design flow and hydraulic calculations to evaluate the capacities of the proposed facilities. A Draft Drainage Report will be developed to document the methods and results of the analysis and will be provided to the City for review. City review comments will be incorporated into a Final Drainage Report.

An in-house review of the plans will be conducted by our QA/QC Engineer.

Deliverables:

- Single 11x17 hard copy and electronic copy of 90% and 100% Complete Design Drawings, Technical Specifications, and Opinion of Probable Construction Cost.
- Draft and Final Stormwater Control Plan
- Draft and Final Stormwater Facility Operation and Maintenance Plan
- Draft and Final Drainage Report

Sub-Task 2.2 - Engineering (geotechnical/survey)

We will retain the services of Earth Systems Pacific (ESP) to investigate the subsurface conditions, conduct laboratory testing, and develop a geotechnical recommendations report for HMA pavement, permeable pavers, exterior pedestrian flatwork, utility trench backfill, and infiltration characteristics of the native soil for the bioretention and storm chamber improvements. ESP will drill six to nine borings approximately 4 to 8 feet in depth, with a few to 15 feet in depth, as conditions allow.

Infiltration testing will be performed in conformance with quick infiltration test methods developed by ESP in association with the Low Impact Development Initiative, and available on the Central Coast Regional Water Quality Control Board website:

http://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/infiltration_methodologies_12_19_13.pdf.

Survey is excluded from this task it was previously completed.

Deliverables:

- Geotechnical Engineering Report

Sub-Task 2.3 - *Permits*

GHD will assist the City in acquiring permits on the project as needed.

Deliverables:

- Permit assistance

Sub-Task 2.4 - *Construction Bid Documents*

Based on finalized project design issues resolved during the preceding tasks, we will prepare and submit the final construction bid documents. This submittal package will contain complete construction documents and final engineer's cost estimate.

Deliverables:

- Single 11x17 hard copy and electronic copy of Construction Bid Documents, Technical Specifications, and Opinion of Probable Construction Cost.

Task 3 - Construction/Implementation

Sub-Task 3.1 - *Bid Support*

We will assist the City during the bid period with issues such as answering contractor questions, interpreting bid documents for prospective bidders, and preparing any necessary addenda.

Deliverables:

- Prepare up to two (2) Addenda
- Respond to up to four (4) RFI's

Sub-Task 3.2 - *Construction Support Services*

We will provide the following construction support services:

- Review Contractor Submittals (12 total)
- Respond to RFIs (6 total)
- Respond to Requests for Change (2 total)
- Record Drawings

Deliverables:

- Respond to RFIs, submittal review, and requests for change
- Record Drawings

Task 4 - Monitoring/Performance

Sub-Task 4.2 - *PAEP Data Management and Reporting*

We will compile necessary PAEP data for reporting purposes. We gather data, develop into a report, and provide to the City for submittals.

Deliverables:

- Project Assessment and Evaluation Plan (PAEP) data management and reporting.

Task 5 - Education/Outreach

Sub-Task 5.1 - *Development of mailers, website Content*

A project website and project noticing/mailers are effective and efficient ways to provide access to project materials and information. RRM will provide informational text, mailers, and graphics to be posted on the existing project website. This task excludes coordination with mail service and printing and costs associated with sending via direct mail. Additional graphics, such as educational material beyond those prepared under Task 2, are excluded from this task and shall be provided by others

Deliverables:

- Website graphics, informational content, and mailers for the public outreach event

Sub-Task 5.2 - *Education and Outreach Activities*

We will participate in one (1) public outreach event to be coordinated and organized by others. Attendance and expenses for this task are included under Sub-Task 1.2. Additional graphics, such as educational material beyond those prepared under Task 2, are excluded from this task and shall be provided by others.

Deliverables:

- Attendance at one (1) public outreach meeting as included under Sub-Task 1.2.

Sub-Task 5.3 - *Interpretive Signage Design*

RRM will develop three (3) interpretive graphics with different content for three separate interpretive panels. It is assumed that the graphics will be mounted and displayed on prefabricated sign panels. This task excludes custom signage panels and support systems.

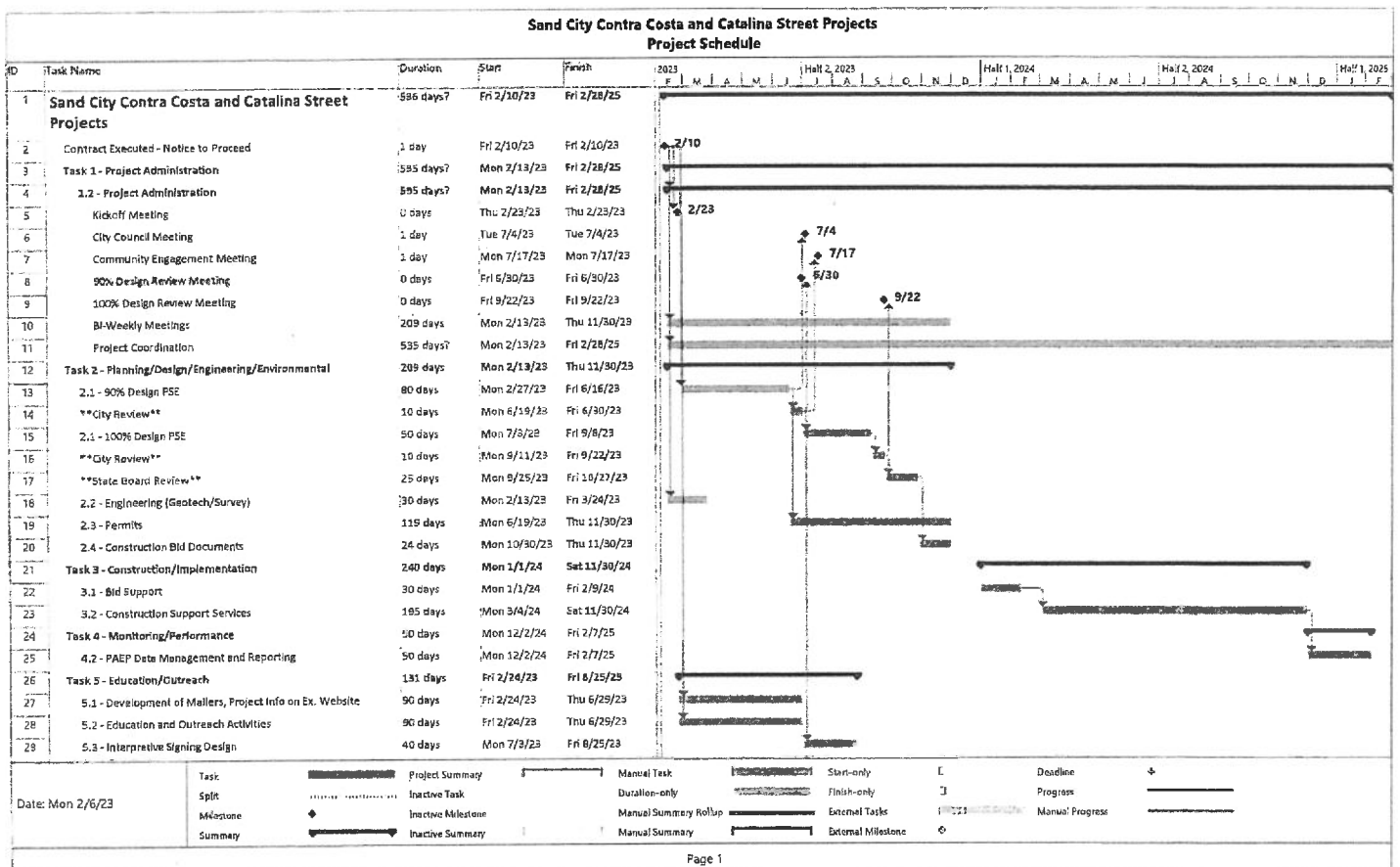
Deliverables:

- Final design for interpretive signage
- Final production-ready digital files

General Exclusions and Assumptions

This scope of services is based on the tasks described above which are anticipated for the project. This scope is based on the following assumptions:

- This scope does not include anything not specifically described above.
- This scope of services does not include a traffic study or an analysis to determine the traffic index. It is assumed that the City will provide the design team with the traffic index required to design the roadways structural pavement section.
- The scope of services does not guarantee property owner cooperation for temporary and permanent easements. The City will be responsible for negotiating and securing any property if acquisition is required for the proposed improvements. The City will be responsible for valuations, paying of costs and fees, and recording of all site control (easement and acquisition) documents.
- The scope of services does not include any applications, permits, or related fees (i.e. utility, agency, regulatory, encroachment). The City shall be responsible for preparing and securing any necessary permits and for paying all deposits and fees required for the project.
- The scope of services does not include utility relocation assistance. It is assumed that the relocation of non-City owned utilities will be completed by utility owners.
- The City will complete their review of the plans and prepare any comments they have in a timely manner and will deliver one set of rectified comments to GHD following each review.



Contra Costa Street

[illegible]

→ The Power of Commitment

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

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

**AGENDA ITEM
8A.**

First Reading of an Ordinance of the City of Sand City Amending Title 15 of the Sand City Municipal Code Regarding the Adoption of Building, Fire and Related International Codes This item is continued from October 21, 2025.



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: John Kuehl, CBO, City Building Official, Justin Cooper, Division Chief / Fire Marshal
SUBJECT: First Reading of the 2025 Building Code Amendments
DATE: November 4, 2025

SUBJECT: Building and Fire Code Ordinance amendment- First reading of Ordinance Amending Title 15 of the Sand City Municipal Code to adopt the 2025 California Building Code; the 2025 California Historical Building Code; The 2025 California Existing Building Code; The 2025 California Residential Building Code; including Appendix BO; The 2025 California Plumbing Code; The 2025 California Electric Code; The 2025 California Mechanical Code, The 2025 California Green Building Standards Code; The 2025 California Energy Code; The 2025 California Fire Code and all appendices; The 2025 California Referenced Standards Code; The 2025 California Administrative Code; The 2025 California Wildland-Urban Interface Code; and the 2024 International Property Maintenance Code.

BACKGROUND

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

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

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

DISCUSSION

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

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

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

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

RECOMMENDATION

Staff recommends that the City Council **approve** a first reading of the attached draft ordinance, to update and amend related sections of Title 15 of the Sand City Municipal Code for 1) consistency and compliance with the State of California 2) incorporate amendments that are specific to Sand City's local climate, geology, and topographical conditions as allowed by California Health and Safety Code Sections 17958, 17958.5, and 17958.7. Second reading should follow on the next Council Meeting as a public hearing item.

Attachments:

1. City of Sand City Ordinance No. __, 2025
2. Exhibit A - Draft Ordinance (for first reading) to Amend Title 15 of the City's Municipal Code

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Findings for Residential Unit impacts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, by the City Council of Sand City, this 4th day of November 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

Kerry Lindstrom, City Clerk

Mary Ann Carbone, Mayor

APPROVED AS TO FORM:

Adam Lindgren

CITY ATTORNEY/COUNTY COUNSEL

EXHIBIT A
Amendments to Title 15

CHAPTER 15.04 UNIFORM CODES

§ 15.04.010. Adopted.

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

- A. 2025 California Administrative Code Part 1;
- B. 2025 California Building Code Title 24 Part 2 Volumes 1,2;
- C. 2025 California Residential Code including Appendix BO Title 24 Part 2.5;
- D. 2025 California Electric Code Title 24 Part 3;
- E. 2025 California Mechanical Code Title 24 Part 4;
- F. 2025 California Plumbing Code Title 24 Part 5;
- G. 2025 California Energy Code Title 24 Part 6;
- H. 2025 California Wildland-Urban Interface Code Title 24 Part 7;
- I. 2025 California Historic Building Code Title 24 Part 8;
- J. 2025 California Fire Code Title 24 Part 9 including all Appendices;
- K. 2025 California Existing Building Code Title 24 Part 10;
- L. 2025 California Green Building Standards Code Title 24 Part 11
- M. 2025 California Reference Standard Code Title 24 Part 12
- N. 2024 International Property Maintenance Code;
- ~~A. The 2022 California Building Code and Appendices H, J.~~
- ~~B. The 2022 California Historical Building Code.~~
- ~~C. The 2022 California Existing Building Code.~~
- ~~D. The 2022 California Residential Code.~~
- ~~E. The 2022 California Plumbing Code.~~
- ~~F. The 2022 California Electrical Code.~~
- ~~G. The 2022 California Mechanical Code.~~
- ~~H. The 2022 California Energy Code.~~

~~I. The 2022 California Green Building Standards Code.~~

~~J. The 2022 California Fire Code Appendices Chapter 4, B, BB, C, CC.~~

~~K. The 2021 International Property Maintenance Code.~~

(Ord. 22-04 §1)

§ 15.04.015. Exemption for Pending Applications.

~~The provisions of the 2025 Edition of the California Building Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Residential Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Green Building Standards Code, the 2025 California Fire Code, and the 2024 International Property Maintenance Code, as adopted and amended herein, shall not apply to any building or structure for which an application for a building permit was made prior to January 1, 2026. Such buildings or structures shall be erected, constructed, enlarged, altered, or repaired in accordance with the provisions of this Chapter in effect at the date of said application. The provisions of the 2022 Edition of the California Building Code and Appendices H and J, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Residential Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Green Building Standards Code, the 2022 California Fire Code, and the 2021 International Property Maintenance Code, as adopted and amended herein, shall not apply to any building or structure for which an application for a building permit was made prior to January 1, 2023. Such buildings or structures shall be erected, constructed, enlarged, altered, or repaired in accordance with the provisions of this chapter in effect at the date of said application.~~

(Ord. 22-04 §2)

§ 15.04.020. Building Inspector.

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

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

§ 15.04.030. Fee Schedules.

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

CHAPTER 15.06 CALIFORNIA BUILDING CODE

§ 15.06.010. Adoption.

~~For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2025 California Building Code promulgated by the State of California, being particular to the 2025 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the Ordinance codified in this Chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this Chapter, and from the date on which the Ordinance codified in this Chapter shall take effect, the provisions thereof shall be controlling within the limits of the City. For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2022 California Building Code and Appendix Chapters H and J promulgated by the State of California, being particular to the 2022 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the ordinance codified in this chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.~~ (Ord. 22-04 §3)

§ 15.06.020. Application of Amendments.

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

§ 15.06.030. Section 105.3.2—Amended.

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

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

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

Exception:

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

§ 15.06.040. Section 105.5—Amended.

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

105.5 Expiration of Permits. Every permit issued by the City Building Official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in Section 110.3 of the ~~2022-2025~~ California Building Code within one year of such permit.

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

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

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

(Ord. 22-04 §4)

§ 15.06.050. Section 1505.1.1—Amended.

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

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

CHAPTER 15.08 FIRE CODE

§ 15.08.010. Adoption.

For the purpose of prescribing regulations governing the conditions hazardous to life and property from fire or explosion, that certain code known as the 2022-2025 California Fire Code, published by the State of California, being particularly the 2022-2025 edition thereof and the whole thereof, save and except such portions as are deleted, modified, or amended in this chapter, a copy of which Fire Code is on file in the office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City. (Ord. 22-04 §5)

§ 15.08.020. Definitions.

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

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

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

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

"Municipality" means the City of Sand City.

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

§ 15.08.030. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Fire Code. Whenever any of the amendments to the Fire Code referred to in Section 15.08.010, and which are set forth in the remaining sections of this chapter, conflict with the California Fire Code, the amendments set forth in the remaining sections of this chapter shall control. (Ord. 22-04 §5)

§ 15.08.040. Section (A) 101.1—Amended.

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

(A) 101.1 Title. These regulations shall be known as the Fire Code of the City of Sand City hereinafter referred to as "this code."
(Ord. 22-04 §5)

§ 15.08.050. Section 102.1—Amended.

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

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

§ 15.08.060. Section 202—Amended.

202 Definitions:

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

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

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

§ 15.08.0570. Section 307—Amended.

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

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

(Ord. 22-04 §5)

§ 15.08.080. Section 505.1—Amended.

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

§ 15.08.060090. Section 605.3.1—Amended.

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

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

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

§ 15.08.070100. Section 901.1.1—Added.

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

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

§ 15.08.080110. Section 903.2—Amended.

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

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

Exceptions:

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

§ 15.08.090120. Section 903.2—Amended.

The following sections of the California Fire Code are amended by changing the

requirements to 500 square feet for fire sprinkler installation, as follows (the complete text of the code section is not provided):

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

(Ord. 22-04 §5)

§ 15.08.100~~130~~. Section 903.2.8—Amended.

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

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

(Ord. 22-04 §5)

(Exceptions remain per 2025 California Fire Code)

§ 15.08.140. Section 903.2.22—Amended.

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

§ 15.08.150. Section 904.14.2—Amended.

904.14.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down power to the makeup air appliance and all fuel and electrical

power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

~~§ 15.08.110. Section 903.6.1—Added.~~

~~Section 903.6.1 is added to the California Fire Code to read as follows:~~

~~903.6.1 Existing Group R-3 buildings. Additions, alterations, or repairs which involve the removal or replacement to 50 percent or greater of the linear length of walls of the building (exterior plus interior) within a one-year period shall meet the requirements of new construction or this code. To qualify as an alteration or repair, the wall must be physically added, removed, replaced or relocated; removal of wall coverings does not constitute an alteration or repair.
(Ord. 22-04 §5)~~

§ 15.08.120~~160~~. Section 907.6.6.2—Added.

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

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

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

(Ord. 22-04 §5)

§ 15.08.130~~170~~. Section 907.7.2—Amended.

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

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

1. A record of completion in accordance with NFPA 72.

~~1.2.~~ A record of inspection and testing in accordance with NFPA 72.

~~2.3.~~ A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications, and has been 100% tested in accordance with NFPA 72.

~~3.4.~~ A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the fire code official.

(Ord. 22-04 §5)

§ 15.08.140~~180~~. Section 5704.2.9.6.1—Added.

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

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

prohibited except as permitted by the Zoning Ordinance.

Exceptions:

1. For marine fueling operations, a maximum of 2000 gallons of diesel fuel may be stored and dispensed from an above ground tank as approved by the Fire Chief.
2. Storage tanks of 500-gallon maximum capacity may be used only in conjunction with emergency generators as approved by the Fire Chief.
(Ord. 22-04 §5)

§ 15.08.190. Section 6104.2—Amended.

6104.2 Maximum capacity within established limits. For the protection of heavily populated or congested areas, storage of liquified petroleum gas shall not exceed an aggregate capacity in any one mercantile occupancy of 200 gallons (757 L) or 40 5-gallon LPG tanks within the jurisdiction unless approved by the Fire Code Official.

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

§ 15.08.150. Section 4907.1.1—Added.

~~Section 4907.1.1 is added to the California Fire Code to read as follows:~~

~~4907.1.1 Standard Defensible Space Requirements: Remove combustible vegetation from within a minimum of 100 feet or to the property line from structures, whichever is closer. Vegetation shall be no taller than four inches (4") high. Limb trees 6 feet up from ground. Remove limbs within 10 feet of chimneys. Additional or alternate fire protection approved by the fire code official may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by the fire code official and other jurisdictional authorities.~~

~~(Ord. 22-04 §5)~~

CHAPTER 15.10
CALIFORNIA RESIDENTIAL CODE

§ 15.10.010. Adoption.

For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the ~~2022-2025~~ California Residential Code promulgated by the State of California, being particular to the ~~2022-2025~~ Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the ordinance codified in this chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.
(Ord. 22-04 §6)

§ 15.10.020. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Residential Code. Whenever any of the amendments to the Residential Code referred to in Section 15.10.010, and which are set forth in the remaining sections of this chapter, conflict with the California Residential Code, the amendments set forth in the remaining sections of this chapter shall control.
(Ord. 22-04 §6)

§ 15.10.030. Section R313.2—Amended.

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

Section R313.2 Existing Group R-3 buildings. Additions, alterations, or repairs which involve the removal or replacement to 50 percent or greater of the linear length of walls of the building (exterior plus interior) within a one-year period shall meet the requirements of new construction or this code. To qualify as an alteration or repair, the wall must be physically added, removed, replaced or relocated; removal of wall coverings does not constitute an alteration or repair.
(Ord. 22-04 §6)

CHAPTER 15.11 CALIFORNIA PLUMBING CODE

§ 15.11.010. Adoption.

For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2022-2025 California Plumbing Code promulgated by the State of California, being particular to the 2022-2025 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the ordinance codified in this chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City. (Ord. 22-04 §7)

§ 15.11.020. Application of Amendments.

The amendments set forth in the following sections in this chapter are amendments to the California Plumbing Code. Whenever the amendments to the Plumbing Code referred to in Section 15.11.010, and which are set forth in the remaining sections of this Chapter 15.11, conflict with the California Plumbing Code, the amendments set forth in this chapter shall control. (Ord. 16-04 §6; Ord. 17-04 §23)

§ 15.11.030. Section 710.1—Amended.

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

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

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

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

(Ord. 16-04 §6)

**AGENDA ITEM
9A.**

**Approve a Resolution Authorizing the City
Manager to Execute a Memorandum of
Agreement with Monterey One Water for
the Monterey Regional Stormwater
Management Program**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: Authorize the City Manager to execute a Memorandum of Agreement with Monterey One Water for the Monterey Regional Stormwater Management Program
DATE: **November 4, 2025**

BACKGROUND/DISCUSSION:

The Federal Clean Water Act requires municipalities to comply with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit requirements. The Monterey Regional Stormwater Management Program (MRSWMP) was formed in 2002 to provide a regional framework for MS4 permit compliance among participating jurisdictions.

The City of Sand City (City) is a member of the MRSWMP under a Memorandum of Agreement (MOA) with Monterey One Water (M1W), along with other participating jurisdictions. M1W serves as the program administrator and participating agencies include the cities of Monterey, Carmel-by-the-Sea, Del Rey Oaks, Pacific Grove, Sand City, Seaside, and the County of Monterey.

The initial MOA was created in 2013. Population numbers were updated in 2020 following the publication of new census data. Other than permittee population numbers, the MOA has remained substantially the same since then.

The MRSWMP Management Committee (MC) established an Ad Hoc Committee in January 2025 to update the MOA to reflect current program membership, clarify administrative responsibilities, and prepare for the upcoming MS4 permit reissuance which is anticipated in 2026. The Ad Hoc Committee consisted of members from the City of Monterey and the County of Monterey who worked to develop the MOA over a five-month period, including review by M1W legal counsel. The draft MOA was unanimously approved by the MRSWMP MC in June 2025 and has been presented to each participating jurisdiction for formal adoption.

Below is a summary of updates by section:

1. MOA Content:
 - a. Updated permittee list, agency name
 - b. Language added re: new permit issuance
 - c. Agency Procurement Policy included
 - d. Program Administrator invoicing specified as biannual and for expenses incurred only
 - e. Severability clause added
2. Exhibit A: Bylaws
 - a. Management Committee (MC) representation process specified
 - b. Clarification on virtual participation in meetings by MC Members
 - c. Definition of Coordinating Entities added
 - d. Code of Conduct included, specified application to all individuals acting on behalf of MRSWMP in any setting
 - e. MC Representative Nomination Letter created
 - f. Chair & Vice Chair Roles & Responsibilities added
3. Exhibit B: Budget
 - a. Allowable indirect cost percentage tied to San Francisco Consumer Price Index
 - b. Details on formulas to calculate cost-share for each budget schedule
 - c. Budget Amendment Form created
4. Exhibit C: Agency Procurement Policy included
5. Exhibit D: Program Administrator Duties
 - a. Program Manager wording changed to Program Administrator and Support Staff
 - b. Program Administrator Evaluation Template added
6. Exhibit E: Definitions page added

Once all Member Entities have provided signatures of approval to the Program Administrator, the MOA shall be presented to the Monterey One Water Board of Directors for final approval. No further or additional action is required to adopt the agreement, and, at that point, it shall be deemed complete and executed.

CEQA:

The proposed action is not a "project" as defined by the California Environmental Quality Act (CEQA), Title 14, Chapter 3, Article 20, section 15378. This action does not cause a direct or reasonably foreseeable indirect physical change on or in the environment, this action is not considered a project.

FISCAL IMPACT:

The cost for the pavement evaluation services is \$28,735 as noted above. The City has allocated \$762,000 in the FY 25-26 budget towards street improvements. During the design

phase, the City Manager will work with the City Engineer to refine the Project scope of work and improvements based on the available funds.

RECOMMENDATION:

Approve the attached resolution of the City of Sand City authorizing the City Manager to execute a Professional Service Agreement with Pavement Engineering Inc. to provide Pavement Evaluation Services for the 2025 Street Maintenance and Rehabilitation Project.

ATTACHMENTS:

1. Resolution

CITY OF SAND CITY

RESOLUTION SC 25-XX, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH MONTEREY ONE WATER FOR THE MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM

WHEREAS, the Federal Clean Water Act requires municipalities to comply with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit requirements; and

WHEREAS, the Monterey Regional Stormwater Management Program (MRSWMP) was formed in 2002 to provide a regional framework for MS4 permit compliance among participating jurisdictions; and

WHEREAS, the City of Sand City entered into a Memorandum of Agreement (MOA) with other member agencies in August 2013; and

WHEREAS, the MOA was updated in 2020 following the publication of new census data, but has remained substantially the same since then; and

WHEREAS, the MRSWMP Management Committee (MC) has prepared an updated MOA to reflect current program membership, administrative structure, and upcoming permit reissuance; and

WHEREAS, on June 25, 2025, the MRSWMP MC unanimously approved the updated 2025 MOA and directed member agencies to seek approval from their respective governing bodies; and

WHEREAS, the proposed action is not a "project" as defined by the California Environmental Quality Act (CEQA), Title 14, Chapter 3, Article 20, section 15378 as this action does not cause a direct or reasonably foreseeable indirect physical change on or in the environment; and

WHEREAS, once all Member Entities have provided signatures of approval to the Program Administrator, the MOA shall be presented to the Monterey One Water Board of Directors for final approval.

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

- 1) Authorizes the City Manager to execute a Memorandum of Agreement with Monterey One Water for the Monterey Regional Stormwater Management Program.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED:

Kerry Lindstrom, City Clerk



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: Authorize the City Manager to execute a Memorandum of Agreement with Monterey One Water for the Monterey Regional Stormwater Management Program
DATE: **November 4, 2025**

BACKGROUND/DISCUSSION:

The Federal Clean Water Act requires municipalities to comply with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit requirements. The Monterey Regional Stormwater Management Program (MRSWMP) was formed in 2002 to provide a regional framework for MS4 permit compliance among participating jurisdictions.

The City of Sand City (City) is a member of the MRSWMP under a Memorandum of Agreement (MOA) with Monterey One Water (M1W), along with other participating jurisdictions. M1W serves as the program administrator and participating agencies include the cities of Monterey, Carmel-by-the-Sea, Del Rey Oaks, Pacific Grove, Sand City, Seaside, and the County of Monterey.

The initial MOA was created in 2013. Population numbers were updated in 2020 following the publication of new census data. Other than permittee population numbers, the MOA has remained substantially the same since then.

The MRSWMP Management Committee (MC) established an Ad Hoc Committee in January 2025 to update the MOA to reflect current program membership, clarify administrative responsibilities, and prepare for the upcoming MS4 permit reissuance which is anticipated in 2026. The Ad Hoc Committee consisted of members from the City of Monterey and the County of Monterey who worked to develop the MOA over a five-month period, including review by M1W legal counsel. The draft MOA was unanimously approved by the MRSWMP MC in June 2025 and has been presented to each participating jurisdiction for formal adoption.

Below is a summary of updates by section:

1. MOA Content:
 - a. Updated permittee list, agency name
 - b. Language added re: new permit issuance
 - c. Agency Procurement Policy included
 - d. Program Administrator invoicing specified as biannual and for expenses incurred only
 - e. Severability clause added
2. Exhibit A: Bylaws
 - a. Management Committee (MC) representation process specified
 - b. Clarification on virtual participation in meetings by MC Members
 - c. Definition of Coordinating Entities added
 - d. Code of Conduct included, specified application to all individuals acting on behalf of MRSWMP in any setting
 - e. MC Representative Nomination Letter created
 - f. Chair & Vice Chair Roles & Responsibilities added
3. Exhibit B: Budget
 - a. Allowable indirect cost percentage tied to San Francisco Consumer Price Index
 - b. Details on formulas to calculate cost-share for each budget schedule
 - c. Budget Amendment Form created
4. Exhibit C: Agency Procurement Policy included
5. Exhibit D: Program Administrator Duties
 - a. Program Manager wording changed to Program Administrator and Support Staff
 - b. Program Administrator Evaluation Template added
6. Exhibit E: Definitions page added

Once all Member Entities have provided signatures of approval to the Program Administrator, the MOA shall be presented to the Monterey One Water Board of Directors for final approval. No further or additional action is required to adopt the agreement, and, at that point, it shall be deemed complete and executed.

CEQA:

The proposed action is not a "project" as defined by the California Environmental Quality Act (CEQA), Title 14, Chapter 3, Article 20, section 15378. This action does not cause a direct or reasonably foreseeable indirect physical change on or in the environment, this action is not considered a project.

FISCAL IMPACT:

~~The cost for the pavement evaluation services is \$28,735 as noted above. The City has allocated \$762,000 in the FY 25-26 budget towards street improvements. During the design~~

~~phase, the City Manager will work with the City Engineer to refine the Project scope of work and improvements based on the available funds.~~

The City's financial obligation will continue to be determined through the annual MRSWMP budget and calculated using the population based and cost sharing formula set forth in the MOA. For Fiscal Year 2025-26, the City's contribution is \$13,545. Annual contributions vary slightly from year to year depending on population adjustments and program costs, however no additional fiscal impact in relation to execution of the MOA beyond the City's regular contribution is anticipated.

RECOMMENDATION:

~~Approve the attached resolution of the City of Sand City authorizing the City Manager to execute a Professional Service Agreement with Pavement Engineering Inc. to provide Pavement Evaluation Services for the 2025 Street Maintenance and Rehabilitation Project.~~

Approve a resolution authorizing the City Manager to execute a Memorandum of Agreement with Monterey One Water for the Monterey Regional Stormwater Management Program.

ATTACHMENTS:

1. Resolution
- ~~2. Professional Service Agreement~~

**AGENDA ITEM
9B.**

**Approve a Resolution Approving a
Resident Food Security Grant Program and
Establishing an Initial Funding of \$10,000**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
Audrey Cray, Administrative Services Manager
SUBJECT: Creating a Resident Food Security Grant Program
DATE: November 4, 2025

BACKGROUND:

Due to the current government shutdown, the US Department of Agriculture has stated that if the shutdown were to continue through October 2025, there would not be enough funding to pay the \$8 million in Supplemental Nutrition Assistance Program (SNAP) benefits for November 2025. Although the City is unaware how many Sand City residents may utilize this program, Staff feels that it is important to establish a grant program to assist with food insecurity concerns to get ahead of the impending lapse of benefits.

Due to the timing of this necessary action, a full program process has not yet been completed but it will include these elements:

- Determine eligibility
 - Sand City Resident
 - SNAP recipient prior to November 1, 2025
- Resident Application
- Applicant Grant Checks processed

Staff is requesting approval of an initial \$10,000 to establish the Food Security Grant program. Staff will develop a process that will establish an amount per person in the household, and details on how eligibility will be ascertained. The Food Security Grant program will establish clear criteria that identifies a specific population, and the program will provide a clear and transparent plan which will include, but not limited to, program goals, funding allocation, application process, and performance metrics.

More than two dozen states have sued the federal administration over the choice to not fund food stamps during the government shutdown and if they are successful and SNAP benefits remain intact, the Food Security Grant program will end. If the funding is needed and utilized by Sand City residents, the program will end after the \$10,000 has been expended or when the program is no longer needed, whichever comes first. If the need continues beyond the allocated funds, staff will return to the Council to determine whether it wishes to continue the program.

At a future City Council meeting, Staff will return with a progress report on the grant program. Information about the program will be disseminated through the City's website, social media as well as by delivering the information packet directly to Sand City's residences.

CEQA:

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

FISCAL IMPACT:

\$10,000 will be included in the Mid-Year Budget Amendment

RECOMMENDATION:

Staff recommend the approval of the Sand City Food Security Grant Program in order to assist our community during this unprecedented time.

ATTACHMENTS:

1. Resolution

**CITY OF SAND CITY
RESOLUTION SC____, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
RESIDENT FOOD SECURITY GRANT PROGRAM AND ESTABLISHING AN
INITIAL FUNDING OF \$10,000**

WHEREAS, due to the current government shutdown, the US Department of Agriculture has stated that Supplemental Nutrition Assistance Program (SNAP) will not be funded in November 2025; and

WHEREAS, although the City is unaware of how many Sand City residents may receive SNAP benefits, Staff recommends establishing a grant program to address food insecurity in our community; and

WHEREAS, the grant program will establish clear criteria that identifies recipient eligibility including Sand City residency and current SNAP recipient, program goals, funding allocation, and performance metrics; and

WHEREAS, the initial funding will be set at \$10,000 and if grant program is not necessary due to lack of resident need or if SNAP benefits remain intact, the program will end and the use of the balance of the \$10,000 will be ceased.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to implement the Food Security Grant program to fall within the guideline requirements for local government agencies

PASSED AND ADOPTED by the City Council of the City of Sand City this 4th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
9C.**

**Approve a Resolution Granting Consent to
the City of Monterey to Modify the
Monterey County Tourism Improvement
District (MCTID)**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Resolution to join MCTID
DATE: **November 4, 2025**

BACKGROUND/DISCUSSION: See Monterey is a Destination Marketing Organization (DMO) for Monterey County (formerly the Monterey County Convention and Visitors Bureau). See Monterey's CEO, Rob O'Keefe, presented an overview of the organization to the City Council on June 3, 2025. In summary, See Monterey performs sales and marketing activities to increase tourism to its member jurisdictions and increase sales of hotel rooms. It accomplishes this through advertising, PR, and social media. See Monterey requested that Sand City join in the organization's Jurisdiction Investment Partnership (JIP) and the Monterey County Tourism Improvement District (MCTID).

On September 16, 2025, Council directed staff to take the necessary steps to join the MCTID and the JIP. On October 21, 2025, the Council approved an agreement with See Monterey to join the JIP through the end of fiscal year 25-26. This item is the first in a series of steps for Sand City to join the MCTID.

The MCTID is a business assessment district paid by travelers at the rate of \$1.70 per room or each night the room is rented. Every two years through the length of the current plan the tiered rate increases. The charge for the Limited Service level – which would include Sand City hotels – will increase by \$.20 in 2027, 2029, and 2031. The current ten-year District Plan is in place from 2023-2033. The plan is available at ;
https://www.seemonterey.com/wp-content/uploads/Monterey_TID_MDP_Final.pdf .

The MCTID was initially created in 2006 and was renewed in 2023 for a ten (10) year term which ends on June 30, 2033. According to the information received from See Monterey, the law under which the MCTID was created allows for multi-jurisdictional tourism improvement districts. The included jurisdictions consent to one "lead" jurisdiction. The City of Monterey has requested to continue to act as the lead jurisdiction in the modification of the MCTID, and to administer the MCTID countywide. Adopting this resolution will give the City of Monterey authority to include the City of Sand City in the modified MCTID.

The adoption of the attached resolution, which grants consent to the City of Monterey to modify the MCTID and include the City of Sand City in the MCTID, will enable the City of Monterey and See Monterey to move forward with the MCTID modification process. Upon successful modification, the MCTID will continue to be governed by the TID Oversight Committee and the Management District Plan (MDP), facilitated by the Monterey City Council and See Monterey (the Owner's Association).

The modified MCTID would include all lodging businesses, existing and in the future, located within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Marina, Monterey, Pacific Grove, Salinas, Sand City, and Seaside.

The cities and County are responsible for collecting the assessment on a monthly, bi-monthly, or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located within the boundaries of the MCTID. The cities and County forward the assessments to See Monterey, which serves as the MCTID Owner's Association, and has the responsibility of managing MCTID programs as provided in the Management District Plan. Collection of the assessment for assessed lodging businesses in the City of Sand City is proposed to begin in early 2026.

Upon joining the JIP, the City also receives a voting director seat on See Monterey's Board of Directors. The decision of whom to appoint to that position will be brought back to the council at a future meeting.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact to the City in joining the MCTID. The City will retain a fee equal to one percent (1%) of the amount of the assessment collected to cover their costs of collection and administration.

RECOMMENDATION:

It is recommended that the Council approve the attached resolution.

ATTACHMENTS:

1. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY GRANTING
CONSENT TO THE CITY OF MONTEREY TO MODIFY THE MONTEREY COUNTY
TOURISM IMPROVEMENT DISTRICT (MCTID)**

WHEREAS, the City of Monterey initially created the MCTID in 2006 under the Parking and Business Improvement Area Law of 1989; and

WHEREAS, the MCTID was converted in 2019 under Property and Business Improvement District Law of 1994 by Resolution No. 18-147 for a five (5) year term, which ended on December 31, 2023; and

WHEREAS, the MCTID was renewed in 2023 by Resolution No. 23-019 for a ten (10) year term, which ends June 30, 2033; and

WHEREAS, upon consent from the City Council of the City of Sand City, the City of Monterey may initiate the process to modify the boundaries of the MCTID to include the City of Sand City.

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

Section 1: The above recitals are true and correct.

Section 2: The City of Monterey is hereby granted consent to include the City of Sand City in the MCTID, for the modification of the MCTID and future renewals.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Clerk of the City of Monterey City Council.

Section 4: This Resolution is effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sand City, State of California, held on this ____ day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk