



CITY COUNCIL REGULAR MEETING

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

TUESDAY, APRIL 16, 2024

5:30 PM

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

City Council Regular Meeting - Tuesday, April 16, 2024
5:30 PM

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

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

Meeting ID: 461 472 8829

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

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

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

How to submit written Public Comments:

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

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

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

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the

Brown Act at the number provided above. Please use the "raise your hand" option on Zoom, and the City Clerk will call on your name.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. COMMUNICATIONS

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

6. 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.

- 6A. Approval of City Donation/Contribution - In Support of the 2nd Annual Red Dress Day

[Memo](#)

[Request for Donation Letter](#)

- 6B. Approve a Resolution Amending Special Event Permit 24-01 for the Bicycle Criterium to Change Date to July 7, 2024

[Staff Report](#)

[Resolution](#)

[Exhibit A Conditions of Approval](#)

[Exhibit B Traffic Control Plan](#)

[Exhibit C Indemnity Contract](#)

[Exhibit D Notice of Exemption](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- 8A. California American Water Desal Project Update: Josh Stratton

9. PUBLIC HEARING

10. NEW BUSINESS

- 10A. Approve a Resolution Authorizing the City Manager to Execute an Agreement with Talking Walls for Mural Curator Services for the 2024 we.Mural Festival
[Staff Report](#)
[Resolution](#)
[Professional Services Agreement](#)
[Talking Walls Proposal](#)
- 10B. Approve a Resolution Adopting the Proposed Budget Amendment #1 for Fiscal Year 2023-2024
[Staff Report](#)
[Resolution](#)
[Budget Amend #1 Attachments](#)
- 10C. Approve a Resolution Amending the Fee Schedule
[Staff Report](#)
[Resolution](#)
[Fee Schedule](#)
- 10D. Monterey Bay Air Resources District Clean Air Management Program Grant Funding for Multiuse Commuter Trail
1. Approve a Resolution Authorizing Monterey Bay Air Resources District Clean Air Management Program Grant Funding and;
 2. Approve a Resolution Approving a Professional Service Agreement with EMC Planning Group for Preliminary Planning of the Sand City Multiuse Commuter Trail
- [Staff Report](#)
[Resolution - CAMP Accepting Funds](#)
[Exhibit A AB2766 Grant Agreement](#)
[Resolution - EMC Contract](#)
[Exhibit B EMC Contract](#)
[Exhibit C EMC Proposal Multiuse Trail](#)
[Exhibit D EMC 2024 Fee Schedule](#)
[Exhibit E Insurance Requirements](#)
[Exhibit F Subconsultant Proposals](#)
[Exhibit F TL Engineering Proposal](#)
[Exhibit F Polaris Land Surveying Proposal](#)
[Exhibit F Harris & Associates Proposal](#)
[Clean Air Management Program Application](#)
- 10E. Approve a Resolution Authorizing the City Manager to Enter Into a Contract with EMC Planning Group Inc to Revise the City's Municipal Code to Reflect 6th Cycle Housing Element Programs
[Staff Report](#)
[Resolution](#)
[EMC Planning Contract for Municipal Code Amendments](#)

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

12. ADJOURNMENT

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

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

**AGENDA ITEM
6A.**

**Approval of City Donation/Contribution -
In Support of the 2nd Annual Red Dress
Day**



Memo

To: Honorable Mayor and City Council
From: Vibeke Norgaard, City Manager
Date: April 16, 2024
Re: Review of City Donation/Contribution

Attached is a request for support and contribution for the fiscal year 2023-24. After reviewing this request, the following donation is recommended:

- **In Support of the 2nd Annual Red Dress Day - \$2500.00**

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

The following finding is specified in the annual City/Successor Agency Budget: "The City council finds that it is a valid public purpose and in the best interest of the small city to support and participate in various community programs and activities of the larger Monterey Peninsula area. This support includes not only the City's financial contributions outlined in the attached pages but also the active involvement/participation by councilmembers, city staff, Sand City businesses, and citizens. This Sand City's pledge and commitment of support for the larger regional community in which it is an active and dedicated member."

SICG

SUPPORTING INDIGENOUS COMMUNITIES GROUP

SICG REQUEST FOR FINANCIAL SUPPORT

March 6, 2024

Dear Vibeke Norgaard and Sand City Council Members,

Supporting Indigenous Communities Group chaired by Mayor Carbone is asking for your financial help to support our 2nd Annual Red Dress Day: Raising Awareness of Murdered and Missing Indigenous People (MMIP) event. We saw over 150 attendees at last year's event and our major sponsors included Cal-American Water Company, Arts for Monterey County, California Humanities and the City of Seaside who provided a donation of \$2,500 and by waiving the rental and related costs for Oldemeyer Center.

Last year's Red Dress Day event brought in a significantly diverse audience from the community where we saw over 150 attendees, with 100 completed surveys reporting 56% representing 12 different tribes and indigenous communities.

We also received top KSBW TV News coverage of the event.

This year we have state legislators committed to attend and participate in the event along with noted local leaders: California State Assemblymember James Ramos 45th District, Assemblywoman Dawn Addis District representing the 30th District, Monterey County District Attorney Jeannine Pacioni, Maija West Healing and Reconciliation Institute, and many others still to be confirmed.

For too many generations, Native/Indigenous individuals and communities have mourned missing and murdered loved ones. We believe that this is not only a historical, social and civil rights tragedy but it also speaks to a deep cultural wounding that needs to be addressed.

Native and non-native communities need to know about MMIP but they need to learn by having their hearts and minds, and spirits opened, and their ways of seeing and understanding informed by the traditional life ways of Native peoples.

We believe that one of the most powerful ways to raise awareness and inspire responsive action is to organize a traditional cultural gathering in this case, the 2nd Annual Red Dress Day: Raising Awareness of Murdered and Missing Indigenous People. This is a time-honored way for Native peoples to come together for a stated and shared purpose (MMIP in this case) and which brings balance, healing and wholeness to our communities.

Now we are asking again for your continued support for our work for this year's 2nd Annual Red Dress Day: Raising Awareness of Murdered and Missing Indigenous People.

Your fiscal support will be used to partially defray Project costs to include:

- Travel, Accommodation, Per Diem and a culturally traditional gift for each of our Indigenous speakers, dancers, singers and storytellers, panelists and Keynote Speaker.
- Designing, producing (printing), marketing materials and A/V services.

We ask that the Sand City Council consider generously matching the Seaside City Council's decision of \$2,500.00.

If needed, **Fiscal sponsorship for our project is provided by *NaCRI: Native California Research Institute* a 501c3 non-profit organization with EIN (Employee ID Number) 85-4333954. Please note donation is for the Red Dress Day event.

You will receive acknowledgment of your donation upon our receipt of your check. The City of Sand City will be acknowledged in all Red Dress Day Event materials, and publicity amongst the other collaborative partners.

PLEASE SAVE THE DATE TO ATTEND *Red Dress Day: Raising Awareness of Murdered and Missing Indigenous People*. And please plan to stay for the whole event!

When: Saturday, May 4, 2024.

Time: 11 a.m. - 4:00 p.m.

Where: Oldemeyer Center, 986 Hilby Ave, Seaside, CA 93955.

Collaborative partnerships: This project is a collaboration between: Native Cultures Fund; Cal-American Water Company; Arts Council of Monterey County; SICG: Supporting Indigenous Communities Group; NaCRI: Native California Research Institute; PVOIC: Pajaro Valley Ohlone Indian Council; City of Seaside; Standing Tall Women; Indian Health Center of Santa Clara Valley; Healing and Reconciliation Institute; the Confederation of Ohlone People TANF and our individual donors.

Thank you for your support!

Mary Ann

Mary Ann Carbone
SICG Chair
Chumashmama1@aol.com
831 899-5433

**AGENDA ITEM
6B.**

**Approve a Resolution Amending Special
Event Permit 24-01 for the Bicycle
Criterium to Change Date to July 7, 2024**



City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Zane Mortensen, City Planner
SUBJECT: Amending changing date of Special Event Permit for the 2024 Bicycle Criterium from April 14, 2024 to July 7, 2024
DATE: **April 16, 2024**

BACKGROUND:

An application for a special event permit was submitted by Tom McCulloch (the “Applicant”) proposing a bicycle criterium race within the West End District of Sand City on April 14th, 2024. The Applicant has held this event annually beginning on September 11th, 2022 and wishes to continue this pattern. Section 18.94 of the Sand City Municipal Code (SCMC) requires City Council review and approval of special event permits with greater than 100 people attending that are not sponsored or put on by the City. The application for the 2024 Bicycle Criterium (the “Event”) Special Event Permit was approved by City Council members on February 6th, 2024. On April 8th, 2024, the applicant requested amendment of the approved permit to reschedule the proposed event date from April 14th, 2024, to July 7th, 2024, due to inclement weather.

DISCUSSION

The Applicant’s criterium [1] (Merriam-Webster, 2024) event is now proposed to take place on Sunday, July 7th, 2024 starting at 7:00 a.m. and ending at 6:30 p.m. set up will take place the day prior on Saturday, July 6th, 2024 from 3:00 p.m. to 7:00 p.m. with the clean-up beginning at the conclusion of the event starting at 6:30 p.m. and finishing up at 9:00 p.m. All other aspects of the approved permit will remain the same. (see attached permit at Exhibit A)

CEQA:

The Event qualifies as a categorical exemption under CEQA (California Environmental Quality Act) Guidelines under section 15304(e), which reads “Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc”. As this event will have no permanent effects on the environment due to the cleanup efforts after the conclusion of the event on Sunday July 7th, 2024 will restore the City’s streets that are impacted to their original state.

[1] a bicycle race of a specified number of laps on a closed course over public roads closed to normal traffic.

“America’s Most Trusted Dictionary.” *Merriam-Webster*, Merriam-Webster, 1 Jan. 2014, www.merriam-webster.com/.

RECOMMENDATION:

Staff recommends that Council approve of the resolution to authorize the requested amendment to bicycle criterium special event reschedule the event date from Saturday April 14, 2024 to Sunday July 7th, 2024.

ATTACHMENTS:

1. Resolution approving the amendment of Special Event Permit (SEP 24-01) to reschedule the event date from Saturday April 14, 2024 to Sunday July 6th, 2024.

EXHIBITS:

- A. Conditions of Approval – approved by Council on February 6, 2024
- B. 2024 Bicycle Criterium Traffic Control Plan

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING SPECIAL EVENT
PERMIT 24-01 FOR THE BICYCLE CRITERIUM TO CHANGE DATE TO JULY 7TH,
2024**

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

WHEREAS, the Bicycle Criterium Special Even coordinator, Mr. Tom McCullough (The “Applicant”) made an application to the City for the third such Bicycle Criterium Event initially proposed on April 14, 2024 (the “Event”); and

WHEREAS, the application for the Event Special Event Permit (SEP 24-01) was approved by City Council members on February 6th, 2024; and

WHEREAS, the Applicant has requested an amendment of the approved permit to reschedule the proposed event date from April 14th, 2024, to July 7th, 2024, due to inclement weather; and

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

WHEREAS, the Applicant will be required to perform and provide sufficient public outreach and notification of the Event’s new date, time, and location, as well as, road closures and detours, to mitigate accessibility impacts to Sand City businesses and residents within the West End District of the City as stated in the 2024 Sand City Criterium Traffic Control Plan and required to comply with all other conditions stated in the SEP24-01; and

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

WHEREAS, the City Council of the City of Sand City has accepted the analysis and conclusions for approving the amendment to Special Event Permit 24-01 (hereinafter “SEP 24-01”) as discussed in the City staff report, dated April 16, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve the amendment to SEP 24-01 for the 2024 Bicycle Criterium event to reschedule the event from Saturday, April 14, 2024 to Sunday, July 7th, 2024. ,

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

This is to certify that the Special Event Permit (SEP) 24-01 contains the conditions specified by the City Council in approving said permit.

Zane Mortensen, City Planner

APPLICANT ACCEPTANCE (SEP 24-01)

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

DATED: _____

BY: _____
Applicant

EXHIBIT A

CITY OF SAND CITY Special Event Permit SEP 24-01 CONDITIONS OF APPROVAL

Project Name: Special Event Permit for Bicycle Criterium 2024
Hearing Date: April 16th, 2024

Purpose: the purpose of SEP 24-01 is to authorize a Bicycle Criterium event within the West End District on July 7th, 2024 with set up commencing the day prior on Saturday, July 6th, beginning at 3 p.m. and tear down and clean up to be completed at approximately 9 p.m. the day of the Event, Sunday, July 7th. The Event involves the closure of specific City streets to establish the Event's bike route that will be subject to a City Approved Traffic Control Plan and sufficient public outreach and notification of the Event as required and specified by SEP 24-01.

Event Site Plan & Route: The Event shall be executed according to the Event's site plan submitted by the Applicant, as illustrated in Exhibit B attached hereto and incorporated herein and into SEP 24-01 by this reference. Any alteration in the execution of this plan for the Event shall be subject to City Manager and/or Chief of Police review and written approval. All necessary signage, barriers, and blockades required to facilitate the site plan and route will be immediately removed following the event. This includes the proper removal and/or disposal of any sandbags, and their contents, directly following the event.

Security: The Applicant shall coordinate and provide sufficient security and traffic control for and during the entire Event to the satisfaction and approval of the City's Chief of Police. Any use of on-duty Sand City Police Officers for the Event that incurs an expense to the City shall be reimbursed to the City by the Applicant. The Applicant shall provide the security plan to the City's Chief of Police no less than sixty (60) days prior to the commencement of the Event. Failure of the Applicant to arrange, secure, and document the required security and traffic control in the time specified herein shall be grounds for the City termination of SEP 24-01 and cancellation of the Event at the Applicant's expense.

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

specified herein shall be grounds for City termination of SEP24-01 and cancellation of the Event at the expense of the Applicant.

Parking Restrictions: Any “No Parking Tow Away” signs for the Event must be posted a minimum of seventy-two (72) hours prior to the Event. It is the Applicants responsibility to organize and coordinate the placement of any/all “No Parking Tow Away” signs with the City’s Public Works and Police Departments. Vehicles will not be towed by the City unless such signs are properly and timely posted as required.

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

Emergency Medical Technician (EMT): A certified Emergency Medical Technician (EMT) must be present onsite throughout the duration of the event.

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

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

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

commence prior to 7:30 a.m. on the morning of the Event. The Applicant shall provide the City with a list of sound/audio equipment to be used at the Event.

Waste Management: The Applicant shall abide by all regulations in Sand City Municipal Code, Chapter 12.04, that are applicable to the Event. The Applicant shall coordinate with the City's franchised waste hauler GreenWaste Recovery (GWR) for the provision of individual collection containers for solid waste (garbage), recyclable materials, and organic materials throughout the Event, and shall be responsible for the expenses incurred to provide those containers, conduct waste monitoring, and pick-up services for the Event. The Applicant may utilize volunteers and/or GWR employees (at the Applicants expense) to ensure that the proper materials are placed in the appropriate containers to avoid contamination.

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

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

Financial Obligation: Expenses generated by the Event shall be exclusively the responsibility of the Applicant and/or Event sponsors. Any expense(s) incurred by the City resulting from the Event or failure by the Applicant to abide by the requirements of the Special Event Permit 24-01 shall be reimbursable and paid in full to the City by the Applicant within that period of time specified by City invoice(s), but no less than sixty (60) days after the Event. Failure to reimburse the City in full may lead to legal recourse by the City.

Insurance: the Applicant shall obtain sufficient liability insurance for the Event to the satisfaction of the City Manager and City Attorney. Said insurance shall be effective through the course of setting up the Event, during the Event, and cleanup time after the Event. Documentation of liability insurance for the Event shall be provided to the City Manager and City Attorney for review and approval no less than two (2) months Prior to the Event failure of the Applicant to secure such liability insurance, as required, shall be grounds for City termination of the SEP 24-01 and cancellation of the Event at the expense of the Applicant.

Indemnification and Hold Harmless Agreement: The Applicant shall provide a fully executed Indemnification and Hold Harmless Agreement to the City Manager, City Attorney, and City's Chief of Police no less than two (2) months prior to the Event. Said

Indemnification and Hold Harmless Agreement shall be to the satisfaction of the City Attorney prior to execution. Failure of the Applicant to execute an Indemnification and Hold Harmless Agreement and provide said document to the City, as required, shall be grounds for City termination of the SEP 24-01 and cancellation of the Event at the expense of the Applicant.

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

Encroachment Permit: The Applicant shall obtain a Sand City Encroachment Permit for the Event from the City's Engineer prior to the Event. Failure of the Applicant to acquire an encroachment permit from the City's Engineer shall be grounds for termination of SEP 24-01 and cancellation of the Event at the Applicant's expense.

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

EXHIBIT B

Sand City Criterium Traffic Control Plan

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

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

- Residents and businesses will be notified of the event one month and one week prior to the event by mail.
- Resident and business egress/ingress will be allowed during the time between races and facilitated by volunteer Course Marshals.
- No vehicles will be allowed on the course during each race. If there are vehicles on the course, the race will not begin until they have been towed or moved by the owner.
- 72 hours prior to the event, signage will be posted on all applicable streets stating that parking will not be allowed from 5pm July 6, 2024 to 6pm on July 7, 2024. The police will notify a towing company to tow any cars that are parked on the course and pose a possible threat to riders. In addition to the “no parking” on the signs, there will be a notice of road closure on July 1, 2024.
- The course will be marked with yellow tape and barricades at the start/finish to prevent pedestrians from crossing during the race.
- Course Marshals will be placed throughout the course to assist with crowd control. A course marshal will be placed at each of the ten turns to notify pedestrians that the riders are coming. This will be done by raising a red flag.
- Volunteer management: all of the Monterey Bay Race Team (20+) will volunteer for pre-race, race management or post-race clean up. In addition, we will seek volunteers from the cycling community (e.g. Naval Postgraduate School Cycling Club, Monterey Velo Club) to ensure we have sufficient personnel and coverage of all time slots.

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

Resident traffic will need to flow in and out through California Street. Ortiz/Contra Costa will be blocked to facilitate the two turns in the course. Residents on Bay Avenue, Ortiz

Avenue, Hickory Street, Redwood Street, Dias Avenue and Holly Street will be directed to California Avenue. Residents on Catalina Street, Elder Avenue and the south end of Ortiz Avenue will be able to move through Catalina Street and/or Contra Costa Street.

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

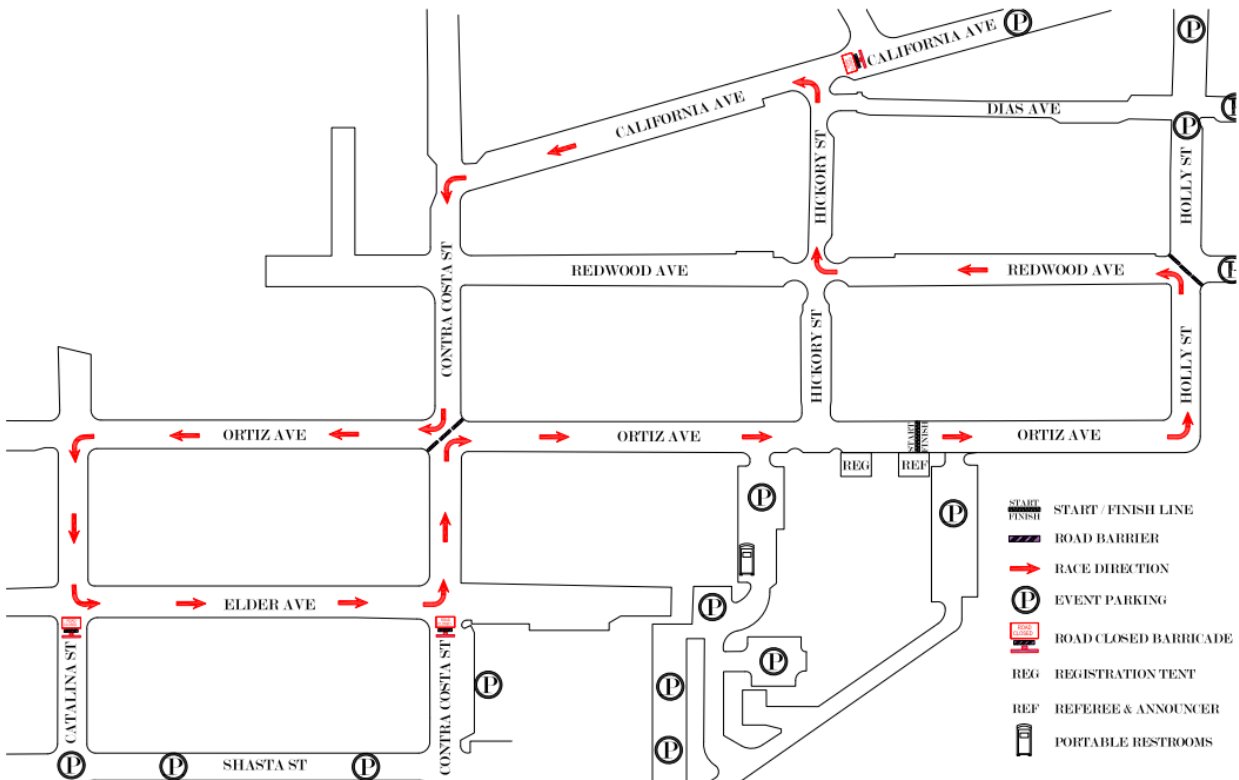


Exhibit C

CITY OF SAND CITY

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

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

DESCRIPTION OF EVENT ("Event")

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

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

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

7. This contract shall continue in effect for 2 () years from the date of signing unless earlier terminated in writing by the Applicant.

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

Applicant Name: Thomas McLellan Date of Birth: 8/3/59

Signature: [Signature] Date: 8/22/23

Emergency Contact Phone #: 408 375 3011

Address: City/State/Zip: 608 Scott St Sand City 93955

3063677.1

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): City of Sand City
1 Pendergrass Way, Sand City, CA 93955

(Address)

Project Title: 2024 Bicycle Criterium

Project Applicant: Tom McCulloch

Project Location - Specific:

The event will take place on existing City Streets within Sand City's West End District.

Project Location - City: Sand City Project Location - County: Monterey

Description of Nature, Purpose and Beneficiaries of Project:

The Bike Criterium is a single day event consisting of a bicycle race of a specified number of laps on a closed course over public roads in the City's West End District. All temporary structures, such as barricades and event booths, will be immediately removed following the event.

Name of Public Agency Approving Project: City of Sand City

Name of Person or Agency Carrying Out Project: Zane Mortensen

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15304(e)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The event constitutes as a minor temporary use of land having negligible or no permanent effects on the environment.

Lead Agency

Contact Person: Zane Mortensen Area Code/Telephone/Extension: 831-649-8399 ext 219

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: 04/16/2024 Title: City Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**AGENDA ITEM
8A.**

**California American Water Desal Project
Update: Josh Stratton**

**AGENDA ITEM
10A.**

**Approve a Resolution Authorizing the City
Manager to Execute an Agreement with
Talking Walls for Mural Curator Services
for the 2024 we.Mural Festival**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
SUBJECT: Approval of Contract with Talking Walls for the 2024 we.Mural festival
DATE: April 16, 2024

Background:

The City has held four mural festivals since the first one was held in September of 2020. The City's murals have received a significant amount of positive press in both local and national news. In 2023, the City issued a request for proposals for mural festival curators and selected Talking Walls as the 2023we.Mural festival curator. The 2023 festival was a success and resulted in six additional murals in the City.

On February 6, 2024, the City Council considered the extent to which it desired to hold a fifth mural festival in 2024. The Council directed staff to work with Talking Walls to bring back a proposal for 2024. Council requested that staff research the possibility of Talking Walls curating an event with just a few of the larger walls in the City accompanied by an art event of some sort that involved either painting or another art form.

A husband and wife team, Cameron and Crystal Moberg of Talking Walls have extensive prior experience curating successful mural festivals including the Sprayview festival in San Francisco, Wabash Walls in Indiana, and RenARTWlk, also in Indiana. They live locally (in San Francisco). Cameron has over 20 years of mural experience, including six years' experience curating festivals. Their network of mural artists spans the globe. They believe in striking a balance between local and international artists.

Arts Committee Chair Hawthorne and the City Manager have been in discussions with both building owners and Talking Walls. Their proposal is attached to the attached resolution.

The contract is for a not to exceed amount of \$80,000. The additional main terms of the contract are set forth in the proposal from Talking Walls and include:

- 3-5 murals (depending on size of buildings)
- A local art battle
- All paint materials to be paid by Talking Walls
- All travel, lodging and meals to be paid by Talking Walls
- Five Lifts/Booms
- A 500-square foot limit per wall.

The proposal is more aligned with what the City did in prior years, rather than the addition of an event involving a different medium of art discussed by Council on February 6th. This is due to the fact that the Moberg's expertise is in painting and murals. They were open to piggy-backing on a City initiated event but did not feel they had the right expertise to

initiate it. Instead, they propose a second art battle with local artists which was a great success in 2023.

The Mobergs understand that the council will need to see final renderings for a final approval. They will also have to work closely with the Salvation Army board for its approval. They have requested a stronger design control but understand the Council will review final renderings and may approve or reject based on objective criteria. In addition, they have requested that the building owners not offer design input.

The Moberg's propose painting a mural on a large wall on Orange avenue that has been secured by Chair Hawthorne. In addition, they hope to have one or two muralists paint the Salvation Army wall and the wall in the Esselen Ohlone playground in the South of Tioga project.

FISCAL IMPACT:

The entire amount allocated to the 2023 mural festival in the 2023-24 budget has been spent. Were Council to approve the agreement, it would require that the City fund line item 6394-18 with \$80,000 to be spent in part in FY 23-24 and partly carried over to FY 24-25 if needed.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to execute a contract with Talking Walls in substantially the same form as that attached to this staff report, subject to approval by the City Attorney, and the approve the recommended dates for the mural festival for the week of September 2-7, 2024.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement
3. Talking Walls Proposal

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH TALKING WALLS FOR MURAL
CURATOR SERVICES FOR THE 2024 we.MURAL FESTIVAL**

WHEREAS, the City of Sand City has held four mural festivals since the inauguration of the we.Mural festival in 2020; and

WHEREAS, the City issued an RFP for a curator for the festival in May of 2023 and;
and

WHEREAS, the City Council selected Cameron Moberg and Crystal Moberg of Talking Walls as the curator of the Sand City we.Mural festival in 2023 due to their extensive prior experience curating mural festivals; and

WHEREAS, the City Council was highly satisfied with the level of success of the festival; and

WHEREAS, on February 6, 2024, the City Council approved the continuation of the mural festival in 2024 and directed City staff to request a proposal from Talking Walls to obtain murals on several large-scale walls in Sand City.

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

1. Authorize the City Manager to enter into the agreement with Talking Walls in substantially the same form as that attached to this resolution, subject to the approval for the City Attorney.
2. Approves the dates for the we.Mural festival to be held on September 2-7, 2024.

PASSED AND ADOPTED by the City Council of the City of Sand City this 16th day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT WITH TALKING WALLS ART FOR THE WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION

This Agreement made this 16TH day of April, 2024 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Talking Walls Art, 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 April 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed eighty thousand dollars (\$80,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for 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.
- C. To the extent that CONSULTANT paints any murals themselves, CONSULTANT agrees to execute the Agreement for Public Art attached to this Agreement as **Exhibit D**. Parties agree that the executed version of the attached Agreement for Public Art constitutes part of this Agreement. CONSULTANT agrees that the CITY or Property Owner has the absolute right to destroy, remove, relocate, move, replace, transport, repair or

restore the work, or decline to do so, in whole or in part, in CITY's or Property Owner's sole discretion.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY

is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY:	City of Sand City 1 Pendergrass Way Sand City, CA 93955 Attention: Vibeke Norgaard, City Manager
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To CONSULTANT:	Talking Walls Art Attention: Cameron Moberg 273 Arleta Ave San Francisco, CA 94134
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XVII. ASSIGNMENT

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

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Agreement for Public Art

EXHIBIT A
CONSULTANT'S PROPOSAL

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.

MURAL FESTIVAL PROPOSAL

PROJECT
SAND CITY MURAL PROJECTS 2024

PROPOSED BY
CAMERON "CAMER1" MOBERG, CURATOR/MURALIST
CRYSTAL MOBERG, PROJECT MANAGER

TALKING WALLS ART



WWW.TALKINGWALLS.ART



MURAL FESTIVAL PROPOSAL

PROJECT INTENT

The City of Sand City and the Sand City Arts Committee are considering a fifth year of murals, aiming to build upon the success of last year's WE.CREATE MURAL FESTIVAL!

With our experience painting murals, curating mural festivals, hosting unconventional art events, and our connection to the greater art community, we believe Talking Walls can once again bring beautiful art to your wildly colorful city!

PROJECT EXPECTATIONS

We are proposing a fifth annual mural festival (our second)!

Talking Walls will bring the ART and the ARTISTS while Sand City Arts Committee will seek out the buildings, establishing with building owners agreements and outlining expectations, as we do the same with the artists.

Last year, our use of the Art Park, was favorable and will continue to be essential for any mural projects to come.

Please also keep in mind, the budget does not include wall preparations, primer, protective clear coat or application of primer or protective clear coat. See *Prepping & Sealing*.

PREPPING & SEALING

As mentioned, prepping the walls and sealing the murals are not included in the cost due to the variability of the project. When we better understand the scope of the project, we can determine what is needed. Prepping and priming, however, will ideally be the responsibility of the building owner.

A clear protective coat is optional, and highly recommended for preserving murals. It protects against the elements while also making the mural washable in the event of vandalism. We are happy to suggest a good product and a how-to, or we can do it for you.

Please let us know and we can put together an estimate when we have a better idea about wall sizes and how many walls need coverage. To give you an idea, if we are tapped to do this, we have a \$500 set up fee, then it's \$2/square foot for labor. The materials are separate and usually costs about \$1/square foot, when using the suggested 2-3 coats.

WE.CREATE MURAL FESTIVAL

MURAL FESTIVAL, 80k

- Hire 3-5 muralists
- Local Art Battle
- All paint materials for festival and battle
- Includes flights for out-of-state artists, gas expenses for in-state artists
- Transportation to/from airport, to/from wall locations
- Van rental
- Lodging for traveling artists
- Lunch and dinner for all artists
- Up to five (5) lifts, boom/scissor
- 500-square foot limit per wall
- Yielding 3-5 murals

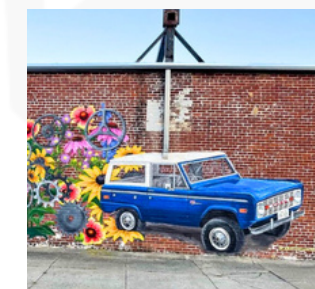
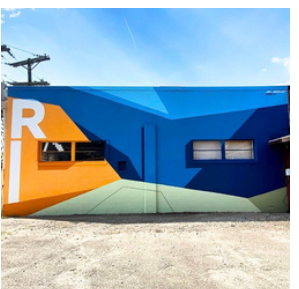
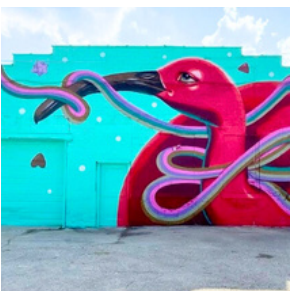
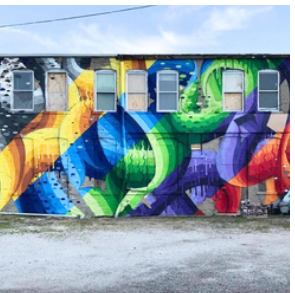
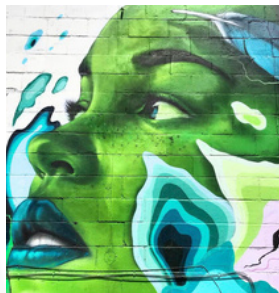
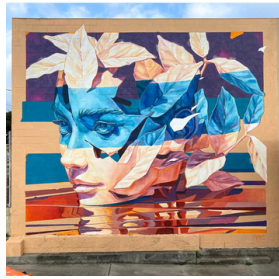
NOTE

- Talking Walls will scout and vet muralists
- Sand City Arts Committee will spearhead the building hunt, then present viable walls to Talking Walls
- Building owners and Sand City Arts Committee may offer design input, which the artists *may or may not* use. Exceptions will be made for the Salvation Army building. Consult included for the Salvation Army building.
- Final designs will be selected by Talking Walls and presented to the Committee, where the Committee will approve/reject based on mural design guidelines that murals are void of controversy, vulgarity, politics, religion, or anything of an offensive nature

in closing...

We sincerely hope to continue to earn your trust and demonstrate in more ways than one that we're incredibly grateful to do what we love. And it is with gratitude that we will always go above and beyond what's expected! We hope to dream big and do great things with you this year!

- Cameron and Crystal Moberg



**AGENDA ITEM
10B.**

**Approve a Resolution Adopting the
Proposed Budget Amendment #1 for Fiscal
Year 2023-2024**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager; Jennifer Pope, Finance Manager
SUBJECT: Proposed Budget Amendment #1 for Fiscal Year 2023-2024
DATE: April 16, 2024

BACKGROUND/DISCUSSION:

The City Council approved the Fiscal Year 2023-2024 Budget on June 20, 2023. This report recommends budget adjustments to the City's General Fund Budget based on an amended projection of revenue and expenditures. The budget amendment results in an overall projected City budget surplus of \$407,299. While the overall surplus is projected at \$407,299, the general operating revenue surplus is projected to be \$2,115,562. An overview of significant changes is set forth in this staff report.

Revenue

The adopted revenue budget for FY 23-24 is \$10,260,900. However, the City's revenues are expected to exceed that projection. The proposed amendment to the revenue budget for FY 23-24 reflects this increase in revenues by projecting \$12,335,199, an estimated increase of \$2,074,299.

Operating Revenue:

Staff projections included an estimated increase in general operating revenues of approximately \$193,603 when compared to the adopted budget. Some of the larger changes include approximately \$105,700 in greater than anticipated Local Agency Investment Fund (LAIF) interest, an estimated increase of \$50,176 in Property Tax, Utility Users Tax, and Business License Tax, and an increase of \$12,000 in revenue from Building Permits. These revised estimates are built upon the final FY 22-23 revenue, while incorporating the current year's trends.

Other Revenue:

Staff projections also include an estimated increase in Special Projects and Grant revenue of approximately \$1,880,696. This includes an increase of \$557,000 in new grant funds recently obtained by the City, including a Rural Energy for America Program (REAP) grant, Local Early Action Plan (LEAP) grant, Coastal Conservancy grant (\$50,000 of which is added to the FY 23-24 budget and expected to be spent in FY 23-24 out of the

\$473,500 grant actually obtained), Permanent Local Housing Allocation (PLHA) grant (\$152,000), and Monterey Bay Air Resources District (MBARD) grant (\$205,000), and \$614,537 in project carry forward from FY 22-23.

On March 19, 2024, City Council adopted a resolution authorizing the acquisition of property at 501 Ortiz Avenue. Staff has included additional revenue of \$725,000 from the Housing Account and \$85,000 from the PLHA grant to the budget amendment for the purchase of this property.

In FY 22-23 the City anticipated receiving approximately \$672,961 in reimbursements for grant funded projects which include Prop 1 IRWM (Catalina), Prop 1 SW (Contra Costa), and Per Capita Parks (Calabrese Park). Since only \$58,424 of these funds was spent in FY 22-23, and these projects are moving ahead in FY 23-24, staff is requesting amending the budget to move the remaining appropriation for these projects from FY 22-23 to FY 23-24. See table below:

CITY OF SAND CITY									
Carry Forward from FY 22/23 to FY 23/24									
REV #	Description ACCT	FY 2023 Amended Budget	FY 22/23 Actual Revenue June 2023	Budget Remaining June 2023	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	Carry Forward from FY 22/23	FY 23/24 Proposed Amended Budget	Difference
4682	PROP 1 IRWM - Catalina	\$ 131,902	\$ 20,751	\$ (111,151)	\$ -	\$ -	\$ 111,151	\$ 111,151	\$ 111,151
4683	PROP 1 SW - Contra Costa	\$ 366,059	\$ -	\$ (366,059)	\$ -	\$ 76,734	\$ 366,059	\$ 366,059	\$ 366,059
4684	Parks Grant	\$ 175,000	\$ 37,673	\$ (137,327)	\$ -	\$ -	\$ 137,327	\$ 137,327	\$ 137,327

Expenditures

In addition to the projected increase in revenues, the amendment projects an increase in expenditures in FY 23-24. The adopted expenditure budget for FY 23-24 is \$8,251,800. The proposed amendment to the expenditure budget for FY 23-24 is \$11,927,900, an estimated increase of \$3,676,100.

Operating Expenditures:

The proposed budget amendment contains several changes to the City's operating expenditures. Staff projections included an estimated increase in operating expenditures of \$747,041 when compared to the adopted budget. Some of these expenditures are due to three department heads retiring in February of 2023, which affected FY 23-24 by resulting in an increase in costly contracted services for Administrative Services and Finance. The services provided by these contracts include the cost of outsourced human resource consultants and a financial management consultant to aid with the sudden transition and training of new Finance personnel. In addition, several major City CIP projects have been either initiated or already completed in FY 23-24 resulting in an increase in planning and engineering service expenditures. Further, in FY 23-24, the City

hired a Human Resources/Risk Manager to replace the Administrative Services Director position which had remained unfilled for several years, thus showing as an increase in expenditures from the prior fiscal years in which the position was not filled. The increase also reflects an increase in PERS costs and the purchase of updated city hall and police department computer equipment.

Other Expenditures:

Other projected expenditures include an estimated increase of \$2,929,059 compared to the adopted budget. The increase includes \$33,600 for safety improvements in the Police Department and the creation of additional office space. This increase is also in part due to the fact that the City anticipated spending approximately \$1,782,566 in FY 22-23 on the following projects, Calabrese Park, Prop 1 IRWM (Catalina), Prop 1 SW (Contra Costa), and West Bay Platform, and the Housing Element. Most of these projects are being completed in FY 23-24 so staff is requesting the remaining appropriation be carried forward to FY 23-24.

CITY OF SAND CITY
Carry Forward from FY 22/23 to FY 23/24

EXP Description ACCT #	FY 2023 Amended Budget	FY 22/23 Actual Expenditure June 2023	Budget Remaining June 2023	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	Carry Forward from FY 22/23	FY 23/24 Proposed Amended Budget	Difference
5010 Parks Project	\$ 944,143	\$ 107,890	\$ (836,253)	\$ -	\$ 665,057	\$ 836,253	\$ 836,253	\$ 836,253
5010 PROP 1 SW - Contra Costa, IRWM Catalina	\$ 497,961	\$ 109,625	\$ (388,336)	\$ 100,000	\$ 95,941	\$ 288,336	\$ 388,336	\$ 288,336
5732 West Bay Platform - FEMA	\$ 340,462	\$ 14,533	\$ (325,929)	\$ -	\$ 26,605	\$ 325,929	\$ 325,929	\$ 325,929
6311 Housing Element	\$ 290,000	\$ 170,705	\$ (119,295)	\$ -	\$ 98,256	\$ 119,295	\$ 211,653	\$ 119,295

As stated in the revenue section, the City is working towards the acquisition of property at 501 Ortiz Avenue, Staff has included additional expenditures of \$725,000 from the Housing Account and \$85,000 from the PLHA grant to the budget amendment for the purchase of this property.

CEQA:

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

FISCAL IMPACT:

The proposed amended budget for FY 23-24 has a total revenue of \$12,335,199 and total proposed expenditures of \$11,927,900 resulting in an estimated surplus of \$407,299.

RECOMMENDATION:

Staff recommends approval of the Proposed Budget Amendment #1, which was considered and recommended for City Council approval at the March 27, 2024, Budget and Personnel Committee meeting in substantially the same form as that presented to Council.

ATTACHMENTS:

1. Resolution
2. Fiscal Year 2023-2024 Proposed Budget Amendment #1

CITY OF SAND CITY
RESOLUTION SC 24-____ 2024
RESOLUTION OF THE CITY COUNCIL OF SAND CITY ADOPTING THE PROPOSED
BUDGET AMENDMENT #1 FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council approved the Fiscal Year 2023-2024 Budget on June 20, 2023; and

WHEREAS, it is customary to amend the budget to adjust revenue and expenditures to reflect updated information since the adoption of the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Budget and Personnel Committee of the City of Sand City has reviewed the proposed Fiscal Year 2023-2024 Budget Amendment #1 and has considered the operational needs of the City for the rest of the fiscal year; and

WHEREAS, the Budget and Personnel Committee, along with staff, is recommending the proposed Budget Amendment #1 (Attachment #2); and

WHEREAS, the City Council of Sand City finds the Fiscal Year 2023-2024 Proposed Budget Amendment #1 satisfactory to commence the operations and capital improvement program of the City for the rest of the fiscal year.

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

1. The FY 2023-2024 Proposed Budget Amendment #1 (Attachment #2) is hereby adopted by City Council.
2. City staff is authorized to continue City operations as generally prescribed in the 2023-2024 Proposed Budget Amendment #1 and is directed to follow the general financial guidelines outlined therein. **PASSED AND ADOPTED** by the Sand City Council on this 16th day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Kerry Lindstrom, City Clerk

CITY SUMMARY					
Description	FY 22/23 Actuals	FY 23/24 Actuals through 1/31/2024	FY 23/24 Adopted Budget	FY 23/24 Proposed Amended Budget	Difference
Recurring Revenue for Operations	\$9,320,041	\$5,370,816	\$10,093,800	\$10,287,403	\$193,603
Other Project Revenues	\$255,131	\$107,149	\$167,100	\$2,047,796	\$1,880,696
SUB TOTAL	\$9,575,172	\$5,477,965	\$10,260,900	\$12,335,199	\$2,074,299
Recurring Expenditures for Operations	\$6,830,314	\$4,435,663	\$7,424,800	\$8,171,841	\$747,041
Other Expenditures	\$893,539	\$1,083,742	\$827,000	\$3,756,059	\$2,929,059
SUB TOTAL	\$7,723,853	\$5,519,404	\$8,251,800	\$11,927,900	\$3,676,100
DIFFERENCE	\$1,851,319	-\$41,439	\$2,009,100	\$407,299	-\$1,601,801

Budget Summary

City Revenues

Description	FY 22/23 Actuals	FY 23/24 Actuals through 1/31/2024	FY 23/24 Adopted Budget	FY 23/24 Proposed Amended Budget	Difference
RECURRING REVENUES					
Property Taxes	\$158,418	\$85,595	\$135,000	\$153,176	\$18,176
Sales/Use Taxes	\$3,622,075	\$1,775,190	\$3,529,000	\$3,529,000	\$0
Transaction Tax	\$3,495,665	\$2,281,341	\$4,446,000	\$4,446,000	\$0
TOT Tax	\$124,723	\$67,423	\$126,000	\$126,000	\$0
Franchise/Users Tax	\$288,154	\$145,676	\$288,400	\$305,400	\$17,000
Business License	\$655,275	\$697,845	\$693,500	\$708,500	\$15,000
Planning Revenues	\$8,308	\$3,794	\$11,000	\$16,300	\$5,300
Building Revenues	\$27,018	\$10,339	\$19,800	\$31,800	\$12,000
Police Revenues	\$49,296	\$10,908	\$34,200	\$25,243	-\$8,957
Public Works Revenues	\$34,880	\$29,767	\$55,300	\$57,040	\$1,740
Interest	\$267,889	\$0	\$219,600	\$336,300	\$116,700
Rental	\$17,293	\$11,897	\$19,000	\$19,000	\$0
ROPS Residual	\$145,642	\$53,496	\$230,000	\$230,000	\$0
SA Admin Fees Reimbursement	\$127,330	\$0	\$0	\$0	\$0
Misc. Revenues	\$87,005	\$50,554	\$94,500	\$98,586	\$4,086
Recurring Grants	\$159,176	\$146,992	\$185,500	\$198,059	\$12,559
Cal-Am	\$51,892	\$0	\$7,000	\$7,000	\$0
Subtotal Recurring Revenues	\$9,320,041	\$5,370,816	\$10,093,800	\$10,287,403	\$193,603
OTHER REVENUE SOURCES					
Special Project Revenues	\$234,380	\$30,415	\$167,100	\$353,586	\$186,486
Housing Account	\$0	\$0	\$0	\$725,000	\$725,000
Grants	\$20,751	\$76,734	\$0	\$969,210	\$969,210
Subtotal Other Revenue	\$255,131	\$107,149	\$167,100	\$2,047,796	\$1,880,696
Total Revenue	\$9,575,172	\$5,477,965	\$10,260,900	\$12,335,199	\$2,074,299

Budget Summary City Expenditures					
Description	FY 22/23 Actuals	FY 23/24 Actuals through 1/31/2024	FY 23/24 Adopted Budget	Proposed Amended Budget FY 23/24	Difference
RECURRING EXPENSES					
City Council	\$116,563	\$56,110	\$135,100	\$105,188	-\$29,912
Administration	\$679,574	\$351,612	\$686,500	\$856,239	\$169,739
Finance	\$509,175	\$340,102	\$387,800	\$596,970	\$209,170
Attorney	\$172,814	\$94,478	\$257,100	\$257,100	\$0
Planning	\$399,475	\$226,172	\$246,800	\$460,500	\$213,700
Building	\$39,951	\$25,334	\$54,800	\$54,800	\$0
Police	\$3,487,334	\$2,214,999	\$3,758,800	\$3,843,030	\$84,230
Fire	\$328,054	\$346,268	\$345,000	\$346,268	\$1,268
Public Works	\$746,728	\$552,524	\$1,189,900	\$1,258,861	\$68,961
Parks	\$7,735	\$6,128	\$12,500	\$14,500	\$2,000
Government Buildings	\$71,905	\$60,595	\$60,700	\$70,619	\$9,919
Community Outreach	\$144,135	\$90,719	\$150,600	\$171,600	\$21,000
Recurring Grants	\$3,313	\$1,037	\$2,500	\$4,300	\$1,800
Non-Departmental	\$123,556	\$69,584	\$136,700	\$131,865	-\$4,835
SUBTOTAL FOR RECURRING EXPENSES	\$6,830,314	\$4,435,663	\$7,424,800	\$8,171,841	\$747,041
OTHER EXPENSES					
Capital Outlay	\$328,245	\$66,502	\$252,800	\$286,400	\$33,600
Economic Development	\$150,130	\$116,003	\$184,200	\$184,200	\$0
Housing Account	\$0	\$0	\$0	\$725,000	\$725,000
Grants/Special Projects	\$415,164	\$901,237	\$390,000	\$2,560,459	\$2,170,459
SUBTOTAL OTHER EXPENSES	\$893,539	\$1,083,742	\$827,000	\$3,756,059	\$2,929,059
TOTAL EXPENSES	\$7,723,853	\$5,519,404	\$8,251,800	\$11,927,900	\$3,676,100

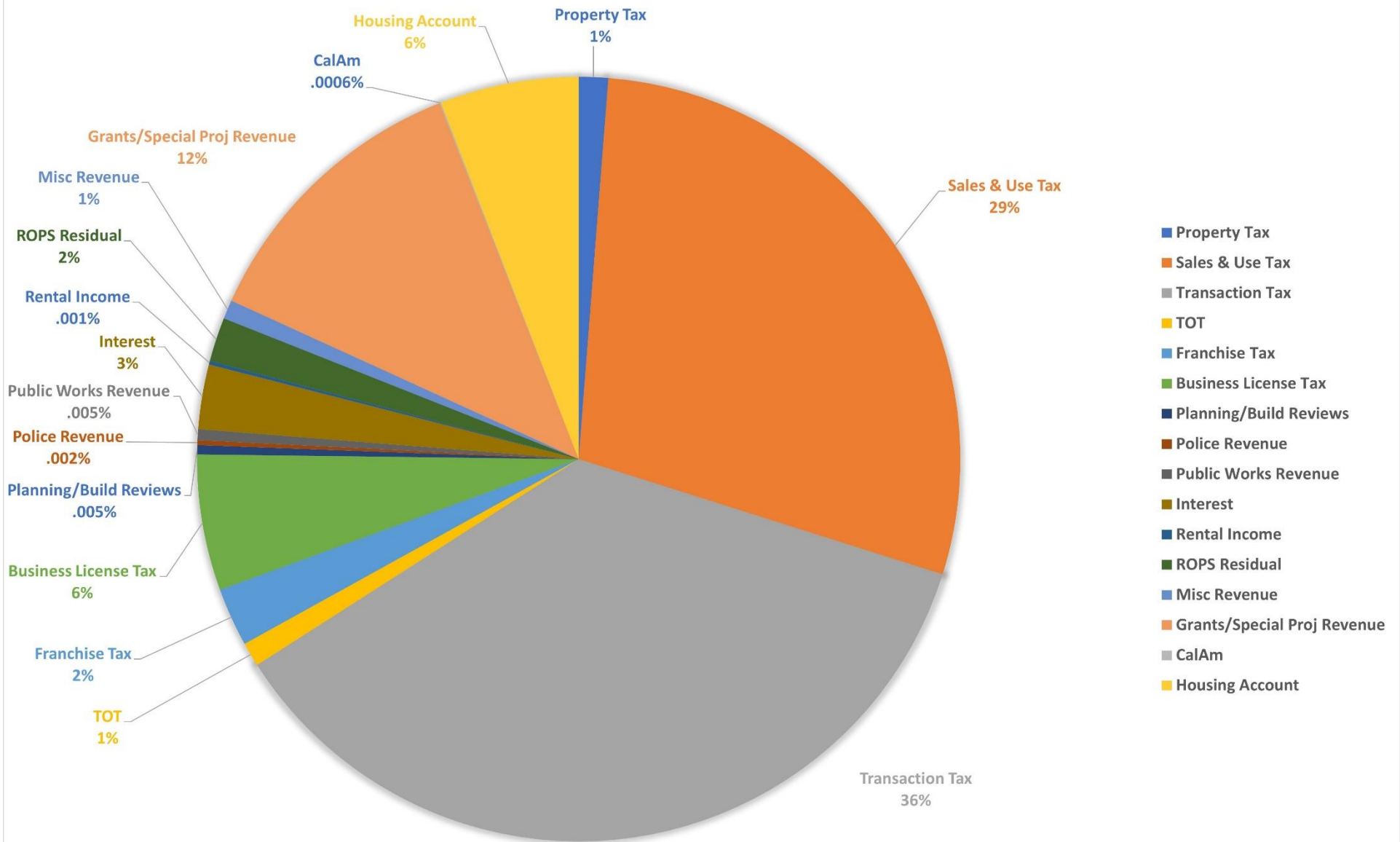
CITY OF SAND CITY							
Revenues							
FY 23/24 Proposed Budget Amendment							
			FY 22/23	FY 23/24	FY 23/24	FY 23/24	
ACCOUNT		Description	Actual Revenue	Adopted Budget	Actuals through	Proposed	Difference
NUMBER			June 2023		January 2024	Amended	
						Budget	
NON DEPARTMENTAL							
4005	0	Property Tax	\$ 93,187	\$ 76,500	\$ 52,752	\$ 81,150	\$ 4,650
4006	0	ROPS Residual	\$ 145,642	\$ 230,000	\$ 53,496	\$ 230,000	\$ -
4008	0	SA Admin Fees Reimbursement	\$ 127,330	\$ -		\$ -	\$ -
4010	0	Prior Year Tax	\$ 713	\$ 1,200	\$ 1,035	\$ 1,200	\$ -
4012	0	Property Tax VLF	\$ 41,994	\$ 43,100	\$ 20,287	\$ 45,626	\$ 2,526
4013	0	MBASIA Claim	\$ -		\$ 1,764	\$ 1,764	\$ 1,764
4015	0	Property Tax - SB 813	\$ 20,770	\$ 9,000	\$ 11,236	\$ 20,000	\$ 11,000
4020	0	Property Tax Transfer	\$ 1,409	\$ 4,700	\$ 63	\$ 4,700	\$ -
4025	0	Utility Users Tax	\$ 183,267	\$ 183,000	\$ 115,217	\$ 200,000	\$ 17,000
4030	0	Sales/Use Tax	\$ 3,622,075	\$ 3,529,000	\$ 1,775,190	\$ 3,529,000	\$ -
4032	0	Transaction/Use Tax Measure J 1%	\$ 3,495,665	\$ 4,446,000	\$ 2,281,341	\$ 4,446,000	\$ -
4033	0	Business License CASP Fee 90%	\$ 1,475	\$ 1,500	\$ 1,512	\$ 2,500	\$ 1,000
4034	0	TOT - Transient Occupancy Tax	\$ 124,723	\$ 126,000	\$ 67,423	\$ 126,000	\$ -
4035	0	Cable Franchise	\$ 6,784	\$ 7,700	\$ 3,059	\$ 7,700	\$ -
4040	0	Refuse Franchise	\$ 57,467	\$ 63,000	\$ 27,400	\$ 63,000	\$ -
4041	0	AB939/SB1383	\$ 12,584	\$ 39,700	\$ 9,916	\$ 39,700	\$ -
4045	0	PG & E Gas Franchise	\$ 4,238	\$ 3,200	\$ -	\$ 3,200	\$ -
4050	0	PG & E Electric Franchise	\$ 36,398	\$ 31,500	\$ -	\$ 31,500	\$ -
4055	0	Business License	\$ 655,053	\$ 693,000	\$ 697,732	\$ 708,000	\$ 15,000
4060	0	Business License Late Fee	\$ 223	\$ 500	\$ 114	\$ 500	\$ -
4305	0	Gas Tax Funds	\$ 1,188	\$ -		\$ -	\$ -
4340	0	Property Tax - HOPTR	\$ 346	\$ 500	\$ 222	\$ 500	\$ -
4350	0	Sanitation District Impact Fees	\$ 10,892	\$ 11,500	\$ -	\$ 11,500	\$ -
4410	0	Interest City Checking/CD/Property Tax	\$ 941	\$ 500	\$ -	\$ 1,000	\$ 500
4411	0	Interest - OPEB	\$ 522	\$ 100	\$ -	\$ 600	\$ 500
4413	0	Interest - City Housing	\$ 14,571	\$ 10,500	\$ -	\$ 14,500	\$ 4,000
4414	0	Interest - Lease GASB 87	\$ 5,676	\$ -	\$ -	\$ -	\$ -
4420	0	Interest - LAIF	\$ 249,666	\$ 194,300	\$ -	\$ 300,000	\$ 105,700
4425	0	Gain/Loss LAIF GASB 31 FMV	\$ (23,594)	\$ -	\$ -	\$ -	\$ -
4450	0	Interest TVI CDs	\$ 20,107	\$ 14,200	\$ -	\$ 20,200	\$ 6,000
4500	0	West End Revenue	\$ 37,521	\$ 34,800	\$ 35,052	\$ 35,052	\$ 252
4502	0	West End Mural Festival	\$ 2,222	\$ 2,300	\$ -	\$ 2,300	\$ -
4504	0	Art Park Events	\$ 855	\$ 1,500	\$ 600	\$ 1,500	\$ -
4550	0	Publications & Copies Fee	\$ -	\$ 100	\$ -	\$ 50	\$ (50)

ACCOUNT NUMBER			Description	FY 22/23 Actual Revenue June 2023	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
4710	0		Mitigation Fees	\$ 1,361	\$ 1,500	\$ -	\$ 1,400	\$ (100)
4730	0		Other Misc Revenue	\$ 17,659	\$ 200	\$ 1,106	\$ 1,200	\$ 1,000
4732	0		Reimbursements	\$ 586	\$ 1,000	\$ -	\$ 1,000	\$ -
4733	0		Recycling Grant	\$ -			\$ -	\$ -
4736	0		US Bank Card	\$ 661	\$ 400	\$ 605	\$ 620	\$ 220
4740	0		Rental Income	\$ 17,293	\$ 19,000	\$ 11,897	\$ 19,000	\$ -
4833	0		CAL AM Lease	\$ 51,892	\$ 7,000	\$ -	\$ 7,000	\$ -
SUB TOTAL NON DEPARTMENT				\$ 9,041,363	\$ 9,788,000	\$ 5,169,017	\$ 9,958,961	\$ 170,961
PLANNING/COMMUNITY DEVELOPMENT								
4116	5		STR Application	\$ 5,370	\$ 5,600	\$ 394	\$ 5,600	\$ -
4120	5		Coastal Permit	\$ 500	\$ 1,600	\$ -	\$ 1,600	\$ -
4125	5		Conditional Use Permit (CUP)	\$ 1,754	\$ 2,100	\$ 1,500	\$ 5,100	\$ 3,000
4126	5		Temporary CUP	\$ 200	\$ 200	\$ 350	\$ 500	\$ 300
4145	5		Site Permits	\$ -	\$ 500	\$ 50	\$ 500	\$ -
4155	5		Design Review	\$ 150	\$ 500	\$ -	\$ 500	\$ -
4156	5		Sign Permit	\$ -	\$ 100	\$ -	\$ 100	\$ -
4219	5		Parking Permits	\$ 400	\$ 400	\$ 1,500	\$ 2,400	\$ 2,000
4335	5		Post Reimburse	\$ (67)			\$ -	\$ -
SUB TOTAL PLANNING/COMMUNITY DEV				\$ 8,308	\$ 11,000	\$ 3,794	\$ 16,300	\$ 5,300
BUILDING								
4115	6		Bldg. Permit	\$ 16,322	\$ 5,100	\$ 5,831	\$ 17,100	\$ 12,000
4164	6		Short Term Rental Inspection	\$ 4,200	\$ 4,200	\$ -	\$ 4,200	\$ -
4165	6		Plan Check Fees	\$ 6,495	\$ 10,500	\$ 4,508	\$ 10,500	\$ -
SUB TOTAL BUILDING				\$ 27,018	\$ 19,800	\$ 10,339	\$ 31,800	\$ 12,000
PUBLIC SAFETY								
4210	8		City Fines Public Safety	\$ 2,754	\$ 4,200	\$ 2,729	\$ 5,200	\$ 1,000
4211	8		Vehicle Release	\$ 1,143	\$ 1,000	\$ 380	\$ 1,000	\$ -
4221	8		Sand City Parking	\$ 8,644	\$ 10,500	\$ 3,635	\$ 10,500	\$ -
4325	8		Motor Vehicle	\$ 381	\$ 500	\$ -	\$ 500	\$ -
4330	8		Prop 172 - 1/2 Tax Police	\$ 19,675	\$ 500	\$ 2,031	\$ 4,000	\$ 3,500
4335	8		Post Reimburse	\$ -	\$ 500	\$ 1,900	\$ 2,000	\$ 1,500
4515	8		Dog Licensing	\$ -	\$ 100	\$ -	\$ 100	\$ -
4524	8		Asset Forfeiture	\$ 1,393	\$ 1,500	\$ -	\$ 1,500	\$ -
4560	8		Special Police	\$ 305	\$ 400	\$ 190	\$ 400	\$ -
4639	8		Officer Wellness	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ (15,000)
4730	0		Other Misc Revenue	\$ -	\$ -	\$ 25	\$ 25	\$ 25

ACCOUNT NUMBER Description			FY 22/23 Actual Revenue June 2023	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
4732	8	Reimbursements		\$ -	\$ 18	\$ 18	\$ 18
		SUB TOTAL PUBLIC SAFETY	\$ 49,296	\$ 34,200	\$ 10,908	\$ 25,243	\$ (8,957)
PUBLIC WORKS							
4150	11	Bldg Dev. Fees	\$ -	\$ 500	\$ -	\$ 500	\$ -
4160	11	Engineering Fees	\$ 13,054	\$ 31,500	\$ 14,250	\$ 31,500	\$ -
4205	11	CA Code Fines	\$ 312	\$ 700	\$ 497	\$ 700	\$ -
4305	11	Gas Tax 2015	\$ 14,753	\$ 2,200	\$ 9,688	\$ 2,289	\$ 89
4305	11	Gas Tax 2016		\$ 5,800		\$ 5,823	\$ 23
4305	11	Gas Tax 2017		\$ 2,600		\$ 3,126	\$ 526
4305	11	Gas Tax 2017.5		\$ 1,000		\$ 1,000	\$ -
4305	11	Gas Tax 2013		\$ 3,100		\$ 3,100	\$ -
4306	11	RMRA-Road Maint	\$ 6,760	\$ 7,900	\$ 5,331	\$ 9,002	\$ 1,102
		SUB TOTAL PUBLIC WORKS	\$ 34,880	\$ 55,300	\$ 29,767	\$ 57,040	\$ 1,740
GRANTS							
4069	8	Cops Grant/CLEEP	\$ 147,973	\$ 173,500	\$ 144,492	\$ 186,159	\$ 12,659
4647	8	Grant-Bullet Proof Vests	\$ 1,203	\$ 1,900	\$ -	\$ 1,900	\$ -
4682	0	PROP 1 IRWM - Catalina	\$ 20,751			\$ 111,151	\$ 111,151
4683	0	PROP 1 SW - Contra Costa	\$ -		\$ 76,734	\$ 366,059	\$ 366,059
4836	8	CSA74-Grant EMS	\$ 2,500	\$ 2,600	\$ 2,500	\$ 2,500	\$ (100)
4729	0	MBASIA/Fitness	\$ 7,500	\$ 7,500	\$ -	\$ 7,500	\$ -
4608	5	REAP Grant				\$ 85,000	\$ 85,000
4611	5	Coastal Conservancy Grant				\$ 50,000	\$ 50,000
	5	MBARD Grant	\$ -	\$ -	\$ -	\$ 205,000	\$ 205,000
4609	5	PLHA Grant				\$ 152,000	\$ 152,000
		SUB TOTAL GRANTS	\$ 179,927	\$ 185,500	\$ 223,726	\$ 1,167,269	\$ 981,769
SPECIAL PROJECTS							
4530	0	South of Tioga Reim	\$ 53,481	\$ 50,000	\$ 30,415	\$ 50,000	\$ -
4531	0	South of Tioga Plan Check	\$ 4,563	\$ 20,000	\$ -	\$ 20,000	\$ -
4532	0	South of Tioga Building Permit	\$ 6,405	\$ 30,000	\$ -	\$ 30,000	\$ -
4533	0	CAL AM Reimbursement	\$ 2,255	\$ 2,100	\$ -	\$ 2,100	\$ -
4607	5	LEAP Grant	\$ -			\$ 65,000	\$ 65,000
4608	5	REAP Grant	\$ 65,000			\$ -	\$ -
		SUB TOTAL SPECIAL PROJECTS	\$ 131,703	\$ 102,100	\$ 30,415	\$ 167,100	\$ 65,000
PARKS							
4684	12	Parks Grant	\$ 37,673			\$ 171,486	\$ 171,486

ACCOUNT NUMBER Description		FY 22/23 Actual Revenue June 2023	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
SUB TOTAL PARKS		\$ 37,673	\$ -	\$ -	\$ 171,486	\$ 171,486
COMMUNITY OUTREACH						
4706	18 Habitat Revenue	\$ 65,003	\$ 65,000	\$ -	\$ 15,000	\$ (50,000)
SUB TOTAL COMM. OUTREACH		\$ 65,003	\$ 65,000	\$ -	\$ 15,000	\$ (50,000)
HOUSING ACCOUNT						
1006	Housing Account #3	\$ -	\$ -	\$ -	\$ 725,000	\$ 725,000
SUBTOTAL HOUSING ACCOUNT		\$ -	\$ -	\$ -	\$ 725,000	\$ 725,000
GRAND TOTAL REVENUES		\$ 9,575,172	\$ 10,260,900	\$ 5,477,965	\$ 12,335,199	\$ 2,074,299

FY 2023-2024 PROPOSED AMENDED REVENUE BUDGET



CITY OF SAND CITY Expenditures FY 23/24 Proposed Budget Amendment							
ACCOUNT NUMBER	Description	FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
NON DEPARTMENT							
5000	0 Municiple Code Updates	\$ 2,557	\$ (443)	\$ 3,100	\$ 1,440	\$ 3,100	\$ -
5001	0 Memberships Public Agencies	\$ 15,392	\$ 1,892	\$ 14,000	\$ 2,165	\$ 14,000	\$ -
5002	0 Memberships Voluntary	\$ 6,229	\$ (3,771)	\$ 10,000	\$ 7,979	\$ 12,000	\$ 2,000
5005	0 Arts Council	\$ 2,800	\$ (2,200)	\$ 20,000	\$ 1,391	\$ 5,000	\$ (15,000)
5009	0 COVID General	\$ 1,742	\$ (758)	\$ -	\$ -	\$ -	\$ -
5025	0 Dues/Subscriptions	\$ 182	\$ 2	\$ 200	\$ 475	\$ 700	\$ 500
5070	0 Health Benefits	\$ 953	\$ (397)	\$ 1,300	\$ 684	\$ 1,300	\$ -
5081	0 GASB 68 Report/ CalPERs	\$ 2,100	\$ -	\$ 2,200	\$ 2,100	\$ 2,200	\$ -
5202	0 EAP Program w/MBASIA	\$ 1,189	\$ (11)	\$ 1,300	\$ 1,615	\$ 1,615	\$ 315
5425	0 Technical Support	\$ 11,042	\$ 8,542	\$ 2,600	\$ 9,786	\$ 14,400	\$ 11,800
5720	0 Auto Maintenance	\$ 6,733	\$ 733	\$ 6,000	\$ -	\$ 2,000	\$ (4,000)
5905	0 City Events	\$ 300	\$ 300	\$ -	\$ -	\$ -	\$ -
5910	0 Donations	\$ 4,386	\$ (2,114)	\$ 6,500	\$ -	\$ 6,500	\$ -
5930	0 Misc. Expense	\$ 2,665	\$ (335)	\$ 3,000	\$ 1,462	\$ 3,000	\$ -
5935	0 Equip. Maint.	\$ 8,917	\$ 917	\$ 8,400	\$ 4,134	\$ 8,400	\$ -
5940	0 Office Supplies	\$ 23,586	\$ (1,414)	\$ 25,000	\$ 15,974	\$ 25,000	\$ -
5945	0 Office Phones	\$ 1,144	\$ (356)	\$ 1,500	\$ 644	\$ 1,500	\$ -
5950	0 Physical/Vaccin	\$ -	\$ (150)	\$ 200	\$ -	\$ -	\$ (200)
5955	0 Official Bonds	\$ 1,216	\$ (4)	\$ 1,300	\$ 1,276	\$ 1,300	\$ -
5960	0 Utilities	\$ 27,391	\$ 2,391	\$ 25,000	\$ 16,397	\$ 25,000	\$ -
5970	0 Equip. Purchase	\$ 1,174	\$ (826)	\$ 2,100	\$ -	\$ 2,100	\$ -
5980	0 Bank Charges	\$ 258	\$ 258	\$ 1,000	\$ 9	\$ 250	\$ (750)
5998	0 Internet/Web	\$ 1,599	\$ (1)	\$ 2,000	\$ 2,053	\$ 2,500	\$ 500
SUB TOTAL NON DEPARTMENT		\$ 123,556	\$ 2,256	\$ 136,700	\$ 69,584	\$ 131,865	\$ (4,835)
CITY COUNCIL							
5025	1 Dues/Subscriptions	\$ 300	\$ 300				\$ -
5030	1 Auto Allowance	\$ 2,400	\$ -	\$ 2,400	\$ 1,400	\$ 2,400	\$ -
5040	1 Salaries	\$ 5,700	\$ 5,700		\$ 12,500	\$ 24,000	\$ 24,000
5065	1 Dental	\$ 4,099	\$ 149	\$ 4,300	\$ 2,497	\$ 4,300	\$ -
5066	1 Vision Coverage	\$ 764	\$ 14	\$ 900	\$ 430	\$ 900	\$ -
5067	1 Life Ins	\$ -	\$ -	\$ -	\$ 126	\$ 126	\$ 126
5070	1 Health Benefits	\$ 57,900	\$ (5,400)	\$ 55,800	\$ -	\$ -	\$ (55,800)
5073	1 PERS Retire EE	\$ 415	\$ (285)	\$ 700	\$ -	\$ 700	\$ -
5075	1 PERS	\$ 1,237	\$ 37	\$ 600	\$ 1,625	\$ 2,000	\$ 1,400
5078	1 PERs Survivor	\$ -	\$ (120)	\$ 200	\$ 48	\$ 200	\$ -
5079	1 Deferred Comp	\$ 4,400	\$ (400)	\$ 6,000	\$ 6,300	\$ 16,000	\$ 10,000
5080	1 FICA/Medicare	\$ 3,903	\$ (897)	\$ 1,500	\$ 624	\$ 1,500	\$ -
5085	1 CA SUI/ETT	\$ 767	\$ 367	\$ 400	\$ 666	\$ 1,200	\$ 800
5095	1 Train/Meetings	\$ 8,292	\$ (1,708)	\$ 15,000	\$ 5,953	\$ 15,000	\$ -
5110	1 Council Meeting	\$ 12,000	\$ (6,000)	\$ 18,000	\$ 55	\$ 1,000	\$ (17,000)
5120	1 Elections	\$ 1,217	\$ (6,283)	\$ -	\$ -	\$ -	\$ -
5137	1 GASB 68 Liability	\$ 3,158	\$ (42)	\$ 16,700	\$ 16,157	\$ 16,200	\$ (500)

ACCOUNT NUMBER			FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
Description								
5925	1	Liability Ins.	\$ 717	\$ (3)	\$ 800	\$ 592	\$ 1,183	\$ 383
5945	1	Office Phones	\$ 3,841	\$ (459)	\$ 4,400	\$ 1,115	\$ 2,400	\$ (2,000)
5965	1	Work. Comp. Ins	\$ 1,263	\$ (37)	\$ -	\$ 836	\$ 4,079	\$ 4,079
5970	1	Equip. Purchase	\$ 2,902	\$ (3,098)	\$ 6,300	\$ 1,265	\$ 3,000	\$ (3,300)
5985	1	Exercise Prgm	\$ 1,290	\$ (150)	\$ 1,100	\$ 3,920	\$ 9,000	\$ 7,900
SUB TOTAL CITY COUNCIL			\$ 116,563	\$ (18,317)	\$ 135,100	\$ 56,110	\$ 105,188	\$ (29,912)
ADMINISTRATION								
5019	2	Temp Staffing	\$ 49,422	\$ 24,422	\$ 10,000	\$ -	\$ -	\$ (10,000)
5020	2	Contract Svcs.	\$ 14,725	\$ (5,275)	\$ 60,000	\$ 29,750	\$ 93,275	\$ 33,275
5025	2	Dues/Subscription/Membership	\$ 5,310	\$ 1,310	\$ 4,200	\$ 3,403	\$ 4,200	\$ -
5030	2	Auto Allowance	\$ 3,600	\$ -	\$ 3,600	\$ 2,100	\$ 3,600	\$ -
5035	2	Service Contract	\$ 9,232	\$ (68)	\$ 9,800	\$ -	\$ 8,000	\$ (1,800)
5040	2	Salaries	\$ 319,023	\$ (8,077)	\$ 376,500	\$ 186,050	\$ 407,000	\$ 30,500
5042	2	Paid Time Off	\$ 32,143	\$ 143	\$ 5,000	\$ 10,177	\$ 13,200	\$ 8,200
5060	2	L.T.D.	\$ 2,666	\$ 566	\$ 2,200	\$ 1,152	\$ 2,200	\$ -
5065	2	Dental	\$ 3,108	\$ 408	\$ 7,000	\$ 3,480	\$ 7,000	\$ -
5066	2	Vision Coverage	\$ 474	\$ 24	\$ 1,100	\$ 299	\$ 1,100	\$ -
5067	2	Life Ins.	\$ 480	\$ 15	\$ 800	\$ 126	\$ 800	\$ -
5070	2	Health Benefits	\$ 33,199	\$ (1,701)	\$ 62,700	\$ 26,105	\$ 62,700	\$ -
5072	2	Health-Retirees	\$ 25,788	\$ 6,488	\$ 25,400	\$ 23,064	\$ 45,400	\$ 20,000
5073	2	Pers Retire EE	\$ 6,537	\$ (3,273)	\$ -	\$ -	\$ -	\$ -
5075	2	PERS	\$ 25,084	\$ (5,916)	\$ 41,000	\$ 14,118	\$ 36,000	\$ (5,000)
5078	2	PERs Survivor	\$ -	\$ (180)	\$ 200	\$ 48	\$ 200	\$ -
5079	2	Deferred Comp	\$ 1,800	\$ (100)	\$ 3,600	\$ 2,900	\$ 10,800	\$ 7,200
5080	2	FICA/Medicare	\$ 5,152	\$ (648)	\$ 5,300	\$ 3,046	\$ 5,300	\$ -
5085	2	CA SUI/ETT	\$ 271	\$ (129)	\$ 400	\$ 340	\$ 600	\$ 200
5095	2	Training/Meetings	\$ 7,422	\$ (78)	\$ 12,000	\$ 11,816	\$ 17,000	\$ 5,000
5137	2	GASB 68 Liability	\$ 70,752	\$ (48)	\$ 600	\$ 581	\$ 600	\$ -
5140	2	Records Retention	\$ 250	\$ (250)	\$ -	\$ -	\$ -	\$ -
5210	2	ADP/Shred It	\$ 4,214	\$ (1,286)	\$ 5,600	\$ 2,667	\$ 5,600	\$ -
5425	2	Technical Support	\$ 5,538	\$ (462)	\$ 6,300	\$ 325	\$ 6,300	\$ -
5740	2	Employment Screening	\$ 199	\$ (801)	\$ -	\$ -	\$ -	\$ -
5770	8	Equip/Computer/Software	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ 18,000
5925	2	Liability Ins	\$ 13,630	\$ (70)	\$ 20,700	\$ 11,676	\$ 23,352	\$ 2,652
5945	2	Office Phones	\$ 3,383	\$ 183	\$ 3,300	\$ 772	\$ 1,300	\$ (2,000)
5965	2	WC Ins	\$ 32,829	\$ (71)	\$ 17,800	\$ 16,503	\$ 80,512	\$ 62,712
5970	2	Equipment	\$ 2,563	\$ 1,563	\$ 1,000	\$ 485	\$ 1,000	\$ -
5985	2	Exercise Program	\$ 780	\$ (30)	\$ 400	\$ 630	\$ 1,200	\$ 800
SUB TOTAL ADMINISTRATION			\$ 679,574	\$ 6,659	\$ 686,500	\$ 351,612	\$ 856,239	\$ 169,739
FINANCE								
5020	3	Contract Svcs.	\$ 148,726	\$ 75,876	\$ 76,500	\$ 121,684	\$ 148,800	\$ 72,300
5023	3	Sales/Transaction Tax Fees	\$ 11,078	\$ (33,922)	\$ -	\$ -	\$ -	\$ -
5025	3	Dues/Subscrptn	\$ 540	\$ 440	\$ 300	\$ 202	\$ 300	\$ -
5040	3	Salaries	\$ 86,680	\$ 7,280	\$ 113,400	\$ 123,839	\$ 197,400	\$ 84,000
5042	3	Paid Time Off	\$ 41,743	\$ (257)	\$ -	\$ -	\$ -	\$ -
5060	3	L.T.D.	\$ 837	\$ (3)	\$ 900	\$ -	\$ 900	\$ -

ACCOUNT NUMBER			FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
Description								
5065	3	Dental	\$ 419	\$ (2)	\$ 2,400	\$ 956	\$ 2,400	\$ -
5066	3	Vision Coverage	\$ 79	\$ (1)	\$ 400	\$ 55	\$ 400	\$ -
5067	3	Life Ins.	\$ 167	\$ (4)	\$ 300	\$ 281	\$ 500	\$ 200
5070	3	Health Benefits	\$ 10,023	\$ 1,523	\$ 20,900	\$ 25,322	\$ 40,900	\$ 20,000
5072	3	Health Retirees	\$ -	\$ (4,300)	\$ 19,200	\$ -	\$ -	\$ (19,200)
5073	3	Pers Retire EE	\$ 6,856	\$ (44)	\$ -	\$ -	\$ -	\$ -
5075	3	PERS	\$ 12,548	\$ (552)	\$ 11,200	\$ 10,410	\$ 23,200	\$ 12,000
5078	3	PERS Survivor	\$ -	\$ (60)	\$ 100	\$ 48	\$ 100	\$ -
5079	3	Deferred comp	\$ 700	\$ -	\$ 1,200	\$ 3,800	\$ 5,200	\$ 4,000
5080	3	FICA/Medicare	\$ 1,867	\$ 767	\$ 1,700	\$ 2,181	\$ 2,700	\$ 1,000
5085	3	CA SUI/ETT	\$ 112	\$ (3)	\$ 200	\$ 313	\$ 500	\$ 300
5095	3	Train/Meetings	\$ -	\$ -	\$ 5,000	\$ 4,093	\$ 6,000	\$ 1,000
5137	3	GASB 68 Liability	\$ 72,636	\$ (64)	\$ 300	\$ 290	\$ 300	\$ -
5405	3	Property Tax Fees	\$ 991	\$ (9)	\$ -	\$ -	\$ -	\$ -
5410	3	Audit	\$ 65,500	\$ -	\$ 40,000	\$ 9,350	\$ 61,000	\$ 21,000
5415	3	Mngt. Services	\$ 4,056	\$ (1,944)	\$ 6,300	\$ -	\$ -	\$ (6,300)
5425	3	Technical Spprt	\$ 5,338	\$ 338	\$ 6,000	\$ 5,366	\$ 6,500	\$ 500
5440	3	BL/PROP/SAL	\$ 24,108	\$ 4,108	\$ 21,000	\$ 21,054	\$ 35,000	\$ 14,000
5925	3	Liability Ins.	\$ 3,587	\$ (13)	\$ 6,500	\$ 3,548	\$ 7,096	\$ 596
5965	3	Work. Comp. Ins	\$ 6,313	\$ (87)	\$ 5,600	\$ 5,015	\$ 24,464	\$ 18,864
5970	3	Equip. Purchase	\$ 4,271	\$ 2,171	\$ 5,000	\$ 485	\$ 5,000	\$ -
5985	3	Exercise Program				\$ 1,810	\$ 3,310	\$ 3,310
5986	3	Budget Software			\$ 23,400	\$ -	\$ -	\$ (23,400)
5986	3	Financial Management Software			\$ 20,000	\$ -	\$ 25,000	\$ 5,000
SUB TOTAL FINANCE			\$ 509,175	\$ 51,240	\$ 387,800	\$ 340,102	\$ 596,970	\$ 209,170
ATTORNEY								
5072	4	Health Retirees	\$ 4,812	\$ (38)	\$ 5,100	\$ 2,520	\$ 5,100	\$ -
5545	4	Outside Attorney	\$ 168,002	\$ (71,998)	\$ 252,000	\$ 91,958	\$ 252,000	\$ -
SUB TOTAL ATTORNEY			\$ 172,814	\$ (72,036)	\$ 257,100	\$ 94,478	\$ 257,100	\$ -
PLANNING/COMMUNITY DEVELOPMENT								
5020	5	Contract Svcs.	\$ 159,742	\$ 104,742	\$ 216,700	\$ 212,198	\$ 427,600	\$ 210,900
5040	5	Salaries	\$ 77,552	\$ (48)			\$ -	\$ -
5042	5	Paid Time Off	\$ 21,010	\$ (490)			\$ -	\$ -
5055	5	Overtime	\$ 210	\$ 210			\$ -	\$ -
5060	5	L.T.D.	\$ 651	\$ (49)			\$ -	\$ -
5065	5	Dental	\$ 419	\$ (82)			\$ -	\$ -
5066	5	Vision Coverage	\$ 79	\$ (21)			\$ -	\$ -
5067	5	Life Ins.	\$ 167	\$ (34)			\$ -	\$ -
5070	5	Health Benefits	\$ 8,441	\$ (59)			\$ -	\$ -
5072	5	Health Retirees	\$ 14,748	\$ (1,152)	\$ 12,700	\$ 10,501	\$ 21,700	\$ 9,000
5073	5	Pers Retire EE	\$ 6,701	\$ 1			\$ -	\$ -
5075	5	PERS	\$ 12,773	\$ (27)			\$ -	\$ -
5079	5	Deferred Comp	\$ 700	\$ -			\$ -	\$ -
5080	5	FICA/Medicare	\$ 1,421	\$ 221			\$ -	\$ -

ACCOUNT NUMBER		Description	FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
5085	5	CA SUI/ETT	\$ 112	\$ 12			\$ -	\$ -
5095	5	Train/Meetings	\$ -	\$ -			\$ -	\$ -
5137	5	GASB 68 Liability	\$ 75,794	\$ (6)			\$ -	\$ -
5370	5	Planning/Other	\$ 95	\$ (205)	\$ 300	\$ -	\$ 300	\$ -
5423	5	Iworq		\$ (2,800)	\$ 3,000	\$ -	\$ 3,000	\$ -
5425	5	Technical Spprt	\$ 567	\$ (433)	\$ 1,000	\$ -	\$ 1,000	\$ -
5920	5	Advertising	\$ 7,444	\$ (1,556)	\$ 9,000	\$ 3,046	\$ 6,000	\$ (3,000)
5925	5	Liability Ins.	\$ 3,587	\$ (13)	\$ 3,600	\$ -	\$ -	\$ (3,600)
5945	5	Office Phones	\$ 950	\$ (50)	\$ 500	\$ 426	\$ 900	\$ 400
5965	5	Work. Comp. Ins	\$ 6,313	\$ (87)			\$ -	\$ -
5970	5	Equip. Purchase	\$ -	\$ -			\$ -	\$ -
SUB TOTAL COMMUNITY DEV			\$ 399,475	\$ 98,075	\$ 246,800	\$ 226,172	\$ 460,500	\$ 213,700
BUILDING								
5020	6	Contract Services	\$ 360	\$ (4,640)	\$ 5,300	\$ -	\$ 5,300	\$ -
5318	6	STR Inspections	\$ 2,160	\$ (2,040)	\$ 4,500	\$ -	\$ 4,500	\$ -
5319	6	Building Inspection	\$ 32,655	\$ 2,655	\$ 31,500	\$ 22,534	\$ 31,500	\$ -
5320	6	Plan Check	\$ 1,977	\$ (8,023)	\$ 10,500	\$ -	\$ 10,500	\$ -
5423	6	Iworq	\$ 2,800	\$ -	\$ 3,000	\$ 2,800	\$ 3,000	\$ -
SUB TOTAL BUILDING			\$ 39,951	\$ (12,049)	\$ 54,800	\$ 25,334	\$ 54,800	\$ -
PUBLIC SAFETY								
5025	8	Dues/Subscrptn	\$ 1,440	\$ (560)	\$ 2,000	\$ 1,267	\$ 2,000	\$ -
5040	8	Salaries	\$ 1,406,031	\$ 8,031	\$ 1,538,100	\$ 780,895	\$ 1,544,500	\$ 6,400
5041	8	W/C Wages	\$ 123,225	\$ 83,225		\$ 130,153	\$ -	\$ -
5042	8	Paid Time Off	\$ 268,759	\$ (11,241)	\$ 280,000	\$ 207,042	\$ 280,000	\$ -
5043	8	Holiday	\$ 7,744	\$ (7,256)	\$ 15,000	\$ 10,090	\$ 15,000	\$ -
5055	8	Overtime	\$ 53,107	\$ 16,107	\$ 50,000	\$ 52,051	\$ 60,000	\$ 10,000
5060	8	L.T.D.	\$ 3,017	\$ (83)	\$ 3,200	\$ 2,552	\$ 3,200	\$ -
5065	8	Dental	\$ 20,928	\$ 2,328	\$ 21,900	\$ 12,054	\$ 21,900	\$ -
5066	8	Vision Coverage	\$ 3,203	\$ 203	\$ 3,400	\$ 1,781	\$ 3,400	\$ -
5067	8	Life Ins.	\$ 2,542	\$ 142	\$ 2,700	\$ 1,332	\$ 2,700	\$ -
5070	8	Health Benefits	\$ 223,199	\$ 25,299	\$ 222,900	\$ 153,171	\$ 262,900	\$ 40,000
5072	8	Health - Retirees	\$ 83,003	\$ (7,897)	\$ 95,500	\$ 50,427	\$ 95,500	\$ -
5073	8	Pers Retire EE	\$ 5,949	\$ (251)	\$ 6,200	\$ -	\$ 6,200	\$ -
5075	8	PERS	\$ 229,949	\$ (42,751)	\$ 267,500	\$ 209,652	\$ 367,500	\$ 100,000
5077	8	PERS Replacement	\$ -	\$ (7,500)	\$ 7,500	\$ -	\$ 7,500	\$ -
5078	8	PERS Survivor	\$ -	\$ (700)	\$ 700	\$ 307	\$ 700	\$ -
5079	8	Deferred Comp	\$ 12,900	\$ (1,500)	\$ 13,200	\$ 21,925	\$ 39,600	\$ 26,400
5080	8	FICA/Medicare	\$ 26,725	\$ (3,275)	\$ 23,400	\$ 16,117	\$ 23,400	\$ -
5085	8	CA SUI/ETT	\$ 1,440	\$ (160)	\$ 1,700	\$ 1,158	\$ 1,700	\$ -
5095	8	Train/Meetings	\$ 9,696	\$ (304)	\$ 10,500	\$ 5,360	\$ 10,500	\$ -
5096	8	POST Training	\$ -	\$ (1,000)	\$ 1,000	\$ -	\$ 1,000	\$ -
5137	8	GASB 68 Liability	\$ 209,447	\$ (53)	\$ 201,500	\$ 194,951	\$ 195,000	\$ (6,500)
5425	8	Technical Spprt	\$ 21,237	\$ (8,763)	\$ 30,000	\$ 11,280	\$ 18,000	\$ (12,000)
5710	8	Animal Reg/Vet	\$ 3,150	\$ (850)	\$ 4,000	\$ 2,576	\$ 4,000	\$ -
5715	8	Auto Fuel	\$ 34,773	\$ (227)	\$ 37,000	\$ 15,922	\$ 37,000	\$ -
5720	8	Auto Maint.	\$ 15,903	\$ (4,097)	\$ 22,000	\$ 18,317	\$ 22,000	\$ -

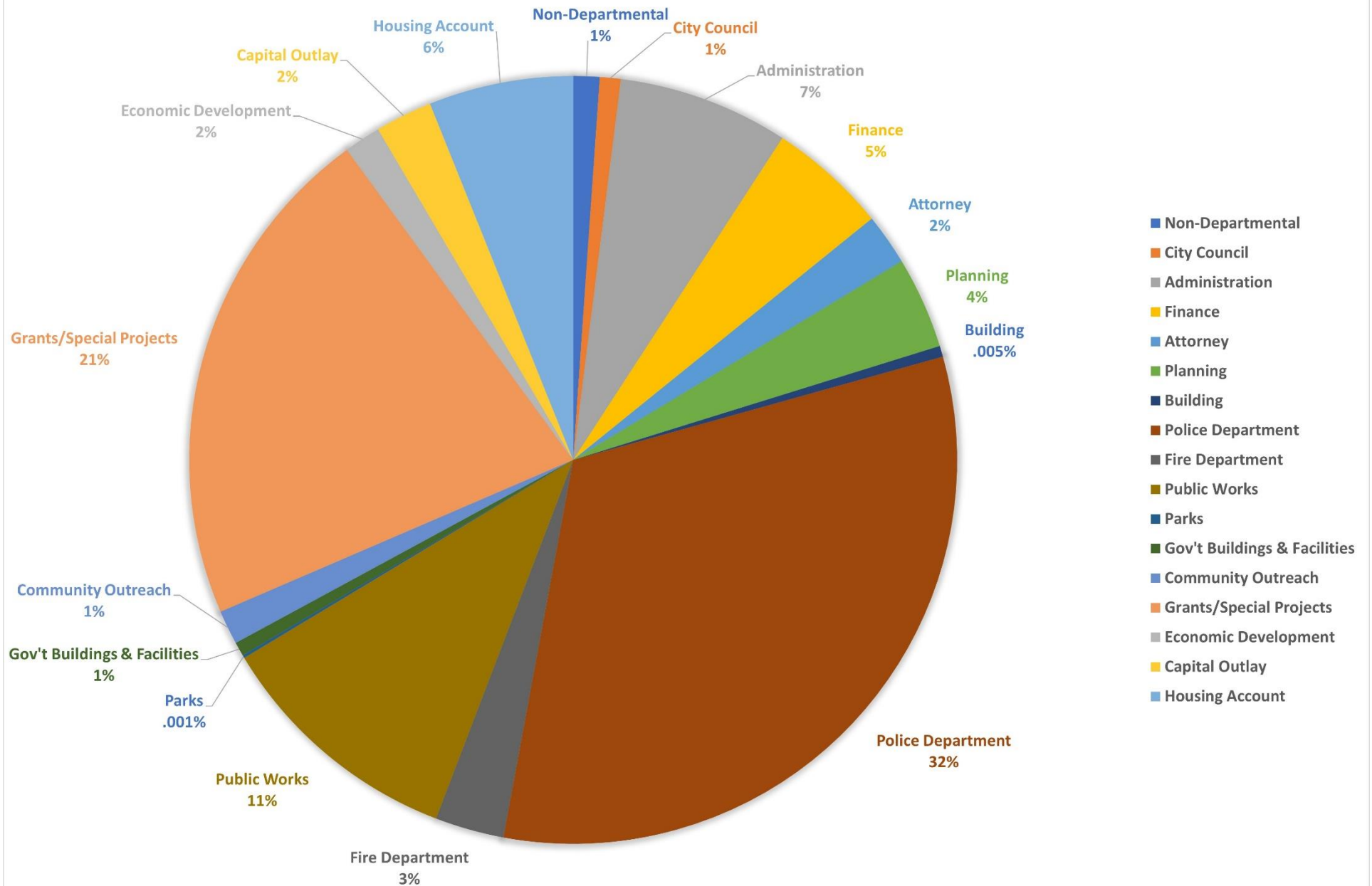
ACCOUNT NUMBER			FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
Description								
5721	8	Auto Detailing	\$ 3,149	\$ 149	\$ 3,100	\$ 192	\$ 1,100	\$ (2,000)
5723	8	Mobile License	\$ -	\$ (3,200)	\$ 3,300	\$ -	\$ 3,300	\$ -
5725	8	Comm & ACJIS	\$ 29,630	\$ (7,870)	\$ 39,400	\$ -	\$ 39,400	\$ -
5727	8	911 Center	\$ 37,448	\$ (2)	\$ 39,300	\$ 30,863	\$ 41,450	\$ 2,150
5740	8	Employment Screening	\$ 13,753	\$ 10,253		\$ 343	\$ 343	\$ 343
5745	8	Equipment	\$ 1,930	\$ (8,070)	\$ 10,000	\$ 1,539	\$ 2,500	\$ (7,500)
5746	8	Range Fees and Supplies	\$ 9,455	\$ (545)	\$ 10,000	\$ 945	\$ 10,000	\$ -
5747	8	SRU Annual Fee	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
5765	8	Reserves	\$ 17,097	\$ (12,903)	\$ 32,000	\$ 14,158	\$ 25,000	\$ (7,000)
5770	8	Equip/Computer/Software	\$ 7,930	\$ 430	\$ 8,000	\$ 3,729	\$ 51,200	\$ 43,200
5785	8	Police Supplies	\$ 4,657	\$ (1,343)	\$ 6,300	\$ 2,607	\$ 6,300	\$ -
5794	8	Special Skills	\$ 1,759	\$ 559	\$ 1,300	\$ 700	\$ 1,300	\$ -
5795	8	Uniform Allow.	\$ 10,085	\$ (415)	\$ 7,000	\$ 6,601	\$ 10,000	\$ 3,000
5796	8	PD Education	\$ 64,356	\$ (44)	\$ 67,600	\$ 40,434	\$ 67,600	\$ -
5797	8	Arrest/Investigations	\$ 5,834	\$ 834	\$ 5,000	\$ 3,036	\$ 5,000	\$ -
5798	8	Computer Maintenance	\$ 15,536	\$ 536	\$ 16,000	\$ 15,443	\$ 16,000	\$ -
5884	8	Security	\$ 498	\$ (202)	\$ 700	\$ 5,578	\$ 10,700	\$ 10,000
5885	8	Supplies	\$ 14	\$ 14			\$ -	\$ -
5908	8	Liability AON Public Safety	\$ -	\$ -	\$ -	\$ 979	\$ 979	\$ 979
5925	8	Liability Ins.	\$ 114,777	\$ (23)	\$ 92,300	\$ 46,977	\$ 93,953	\$ 1,653
5929	8	Rental Payments	\$ 5,848	\$ 448	\$ 5,600	\$ 3,350	\$ 5,600	\$ -
5934	8	NGEN Maintenance	\$ 17,064	\$ (36)	\$ 18,000	\$ 15,410	\$ 19,475	\$ 1,475
5935	8	Equip. Maint.	\$ 9,900	\$ -	\$ 10,200	\$ -	\$ 10,200	\$ -
5945	8	Office Phones	\$ 8,505	\$ (4,495)	\$ 15,000	\$ 4,082	\$ 15,000	\$ -
5965	8	Work. Comp. Ins	\$ 287,887	\$ (13)	\$ 453,300	\$ 66,398	\$ 323,930	\$ (129,370)
5985	8	Exercise Prgm	\$ 2,520	\$ (720)	\$ 2,900	\$ 3,550	\$ 5,900	\$ 3,000
5997	8	Nighthawk WiFi	\$ 2,897	\$ (3)	\$ 3,000	\$ 1,449	\$ 3,000	\$ -
5998	8	Internet/Web	\$ 2,337	\$ (563)	\$ 3,100	\$ 1,741	\$ 3,100	\$ -
6123	8	EOC Expenses	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
6399	8	Art Park	\$ 583	\$ 583			\$ -	\$ -
6618	8	Equip Lease - Principle	\$ 31,180	\$ (20)	\$ 32,000	\$ 32,000	\$ 32,000	\$ -
6619	8	Equip Lease - Interest	\$ 3,340	\$ (10)	\$ 3,500	\$ 2,520	\$ 3,500	\$ -
SUB TOTAL PUBLIC SAFETY			\$ 3,487,334	\$ 10,194	\$ 3,758,800	\$ 2,214,999	\$ 3,843,030	\$ 84,230
FIRE DEPARTMENT								
5070	9	Health Benefits	\$ (826)	\$ (826)			\$ -	\$ -
5750	9	Fire Services Contract	\$ 328,840	\$ (60)	\$ 345,000	\$ 346,268	\$ 346,268	\$ 1,268
5785	9	Police Supplies	\$ 40	\$ 40			\$ -	\$ -
SUB TOTAL FIRE DEPARTMENT			\$ 328,054	\$ (846)	\$ 345,000	\$ 346,268	\$ 346,268	\$ 1,268
PUBLIC WORKS								
5019	11	Temp Staffing	\$ 1,517	\$ (33)	\$ 1,500	\$ -	\$ 1,500	\$ -
5020	11	Contract Services	\$ 139,440	\$ (237,060)	\$ 370,000	\$ 77,915	\$ 370,000	\$ -
5025	11	Dues/Subscriptions	\$ 573	\$ (527)	\$ 1,100	\$ -	\$ 1,100	\$ -
5027	11	Permits/Licenses	\$ 3,535	\$ (1,565)	\$ 5,100	\$ 13,644	\$ 13,644	\$ 8,544
5028	11	Pest Control	\$ 910	\$ 110	\$ 800	\$ 390	\$ 800	\$ -
5040	11	Salaries	\$ 175,395	\$ (17,305)	\$ 245,200	\$ 138,255	\$ 245,200	\$ -
5042	11	Paid Time Off	\$ 1,105	\$ (45)	\$ 1,200	\$ -	\$ 1,200	\$ -

ACCOUNT NUMBER			FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
Description								
5055	11	Overtime	\$ 4,944	\$ 3,244	\$ 2,000	\$ 5,018	\$ 6,000	\$ 4,000
5060	11	L.T.D.	\$ 2,271	\$ 271	\$ 2,100	\$ 1,248	\$ 2,100	\$ -
5065	11	Dental	\$ 5,237	\$ 437	\$ 5,300	\$ 3,034	\$ 5,300	\$ -
5066	11	Vision Coverage	\$ 834	\$ 34	\$ 900	\$ 385	\$ 900	\$ -
5067	11	Life Ins	\$ 719	\$ 19	\$ 800	\$ 378	\$ 800	\$ -
5070	11	Health Benefits	\$ 47,480	\$ 6,280	\$ 55,800	\$ 26,288	\$ 55,800	\$ -
5073	11	PERS Retire	\$ 10,972	\$ (4,628)	\$ 15,600	\$ -	\$ -	\$ (15,600)
5075	11	PERS	\$ 28,728	\$ 1,628	\$ 39,100	\$ 26,845	\$ 46,100	\$ 7,000
5078	11	PERS Survivor	\$ -	\$ (180)	\$ 200	\$ 71	\$ 200	\$ -
5079	11	Deferred Comp	\$ 2,500	\$ (200)	\$ 3,600	\$ 3,100	\$ 12,600	\$ 9,000
5080	11	FICA/Medicare	\$ 3,411	\$ (89)	\$ 3,600	\$ 2,398	\$ 5,600	\$ 2,000
5085	11	CA SUI/EET	\$ 300	\$ (0)	\$ 400	\$ 282	\$ 400	\$ -
5095	11	Training/Meetings	\$ -	\$ (1,000)	\$ 1,000	\$ 1,557	\$ 1,600	\$ 600
5137	11	GASB 68 Liability	\$ 95,528	\$ (73)	\$ 177,800	\$ 172,022	\$ 172,022	\$ (5,778)
5425	11	Technical Support	\$ 51	\$ (1,949)	\$ 2,100	\$ 535	\$ 2,100	\$ -
5720	11	Auto Maintenance	\$ 12,097	\$ (2,903)	\$ 15,000	\$ 3,532	\$ 15,000	\$ -
5795	11	Uniform Allowance	\$ 3,062	\$ 62	\$ 3,000	\$ 1,139	\$ 3,000	\$ -
5797	11	Arrests/Investigations	\$ 48	\$ 48			\$ -	\$ -
5820	11	Storm Water Maintenance	\$ -	\$ (46,000)	\$ 9,400	\$ -	\$ 15,000	\$ 5,600
5820	11	3 Year Sediment Removal			\$ 37,000		\$ 45,000	\$ 8,000
5845	11	Hope Services	\$ 48,458	\$ (1,543)	\$ 72,000	\$ 36,874	\$ 72,000	\$ -
5855	11	Street Lighting	\$ 13,326	\$ 3,326	\$ 11,000	\$ 5,553	\$ 11,000	\$ -
5860	11	Street Maintenance	\$ 4,241	\$ (5,759)	\$ 15,000	\$ 799	\$ 15,000	\$ -
5861	11	Adopt a Highway	\$ 3,850	\$ (350)	\$ 4,200	\$ 2,450	\$ 4,200	\$ -
5865	11	Flags/Banners	\$ 4,551	\$ (449)	\$ 5,200	\$ -	\$ 5,200	\$ -
5884	11	Security	\$ 1,327	\$ (173)	\$ 1,500	\$ 129	\$ 1,500	\$ -
5885	11	Supplies	\$ 3,647	\$ (1,353)	\$ 5,000	\$ 728	\$ 5,000	\$ -
5888	11	Equipment rental	\$ 385	\$ (1,115)	\$ 1,500	\$ 590	\$ 1,500	\$ -
5889	11	Urban Runoff	\$ 11,910	\$ (90)	\$ 12,500	\$ -	\$ 12,500	\$ -
5898	11	Street Signs	\$ 751	\$ (2,749)	\$ 3,500	\$ -	\$ 3,500	\$ -
5925	11	Liability Ins	\$ 7,174	\$ (26)	\$ 14,100	\$ 7,959	\$ 15,917	\$ 1,817
5935	11	Equipment Maintenance	\$ -	\$ (1,000)	\$ 1,000	\$ -	\$ 1,000	\$ -
5936	11	Storage	\$ 4,354	\$ 554	\$ 3,800	\$ 2,461	\$ 3,800	\$ -
5945	11	Office Phones	\$ 1,935	\$ (1,565)	\$ 3,500	\$ 503	\$ 1,500	\$ (2,000)
5961	11	Refuse/Trash	\$ 5,219	\$ (1,081)	\$ 6,300	\$ 2,699	\$ 6,300	\$ -
5963	11	Irrigation Land	\$ 41	\$ (959)	\$ 10,000	\$ -	\$ 10,000	\$ -
5965	11	WC Ins	\$ 86,282	\$ (18)	\$ 12,100	\$ 11,249	\$ 54,878	\$ 42,778
5970	11	Equipment Purchase	\$ 6,594	\$ 94	\$ 6,500	\$ 99	\$ 7,000	\$ 500
5985	11	Exercise Program	\$ 540	\$ -	\$ 400	\$ 1,630	\$ 2,900	\$ 2,500
5998	11	Internet / Web	\$ 1,490	\$ 290	\$ 1,200	\$ 768	\$ 1,200	\$ -
SUB TOTAL PUBLIC WORKS			\$ 746,728	\$ (315,392)	\$ 1,189,900	\$ 552,524	\$ 1,258,861	\$ 68,961
PARKS								
5020	12	Contract Services	\$ 4,800	\$ (200)	\$ 5,000	\$ 1,000	\$ 5,000	\$ -
5630	12	Maintenance	\$ 183	\$ 183			\$ -	\$ -
5881	12	Park Supplies	\$ 2,051	\$ (1,449)	\$ 4,000	\$ 1,594	\$ 4,000	\$ -
5935	12	Equipment Maintenance	\$ -	\$ (1,000)	\$ 1,500	\$ 170	\$ 1,500	\$ -
5970	12	Equipment Purchase	\$ 701	\$ (799)	\$ 2,000	\$ 3,364	\$ 4,000	\$ 2,000

ACCOUNT NUMBER		Description	FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
SUB TOTAL PARKS			\$ 7,735	\$ (3,265)	\$ 12,500	\$ 6,128	\$ 14,500	\$ 2,000
GOVERNMENT BUILDINGS & FACILITIES								
5884	15	Security	\$ 3,431	\$ (69)	\$ 3,700	\$ 711	\$ 5,700	\$ 2,000
5915	15	Property Ins - Fire /Theft	\$ 37,445	\$ (55)	\$ 39,000	\$ 46,670	\$ 46,670	\$ 7,670
5940	15	Office Supplies	\$ 56	\$ 56		\$ 249	\$ 249	\$ 249
6020	15	Maint/Repairs	\$ 30,973	\$ 13,473	\$ 18,000	\$ 12,964	\$ 18,000	\$ -
SUB TOTAL GOVERNMENT BUILDINGS			\$ 71,905	\$ 13,405	\$ 60,700	\$ 60,595	\$ 70,619	\$ 9,919
COMMUNITY OUTREACH								
5004	18	West End Celebration	\$ 83,549	\$ 8,549	\$ 75,000	\$ 54,641	\$ 95,000	\$ 20,000
5095	18	Train/Meetings Community Out	\$ 1,066	\$ 1,066		\$ 829	\$ 1,000	\$ 1,000
5873	18	Bike Trail Ele	\$ 4,167	\$ 167	\$ 4,200	\$ 2,028	\$ 4,200	\$ -
5905	18	City Events	\$ 32,618	\$ (2,382)	\$ 35,000	\$ 22,391	\$ 35,000	\$ -
5920	18	Advertising	\$ 15,080	\$ (20)	\$ 15,100	\$ 8,087	\$ 15,100	\$ -
5967	18	Public Surveys	\$ 3,900	\$ -	\$ -		\$ -	\$ -
6030	18	Community Garden Fencing & Imp			\$ 15,000		\$ 15,000	\$ -
6020	18	Maint - Bike Trail /Garden/Art Park	\$ 3,756	\$ (2,244)	\$ 6,300	\$ 2,744	\$ 6,300	\$ -
SUB TOTAL COMM. OUTREACH			\$ 144,135	\$ 5,135	\$ 150,600	\$ 90,719	\$ 171,600	\$ 21,000
GRANTS								
5010	12	Parks Capital Outlay	\$ 107,890	\$ (836,253)		\$ 665,057	\$ 836,253	\$ 836,253
5010	20	Prop 1 SW Contra Costa/IRWM Catalina	\$ 109,625	\$ (388,336)	\$ 100,000	\$ 95,941	\$ 388,336	\$ 288,336
5732	0	FEMA Grant-Bay Street (Cal OES)	\$ 14,533	\$ (325,929)		\$ 26,605	\$ 325,929	\$ 325,929
5733	0	Recycling Grant	\$ -	\$ -		\$ -	\$ -	\$ -
6362	0	CSA74-Grant EMS	\$ 908	\$ (1,592)	\$ 2,500	\$ 435	\$ 2,500	\$ -
5736	8	Bullet Proof Vests Grant	\$ 2,406	\$ 606		\$ 601	\$ 1,800	\$ 1,800
6365	5	Cannabis Grant				\$ 288	\$ 288	\$ 288
	5	Coastal Conservancy				\$ -	\$ 50,000	\$ 50,000
	5	MBARD Grant	\$ -		\$ -	\$ -	\$ 205,000	\$ 205,000
6370	5	REAP Grant Website				\$ 7,155	\$ 85,000	\$ 85,000
	5	PLHA Grant					\$ 152,000	\$ 152,000
SUB TOTAL GRANTS			\$ 235,362	\$ (1,551,504)	\$ 102,500	\$ 796,083	\$ 2,047,106	\$ 1,944,606
ECONOMIC DEVELOPMENT								
6394	18	Mural Festival	\$ 66,250	\$ -	\$ 80,000	\$ 80,000	\$ 80,000	\$ -
6399	18	Art Park	\$ 4,285	\$ 285	\$ 4,200	\$ 2,480	\$ 4,200	\$ -
6420	0	S of Tioga	\$ 59,379	\$ 9,379	\$ 50,000	\$ 22,285	\$ 88,500	\$ 38,500
6421	0	S OF Tioga Plan Check	\$ 3,361	\$ (16,639)	\$ 20,000	\$ -	\$ -	\$ (20,000)
6422	0	S OF Tioga Building Inspection	\$ 16,855	\$ (13,145)	\$ 30,000	\$ 11,239	\$ 11,500	\$ (18,500)
SUB TOTAL ECON DEVELOPMENT			\$ 150,130	\$ (20,120)	\$ 184,200	\$ 116,003	\$ 184,200	\$ -
SPECIAL PROJECTS								
5020	2	Contracted Services		\$ (60,000)	\$ -	\$ -	\$ 16,000	\$ 16,000
5913	0	Digitize Records	\$ 12,411	\$ 2,411	\$ 10,000	\$ 7,934	\$ 10,000	\$ -
6281	18	Habitat Conservation - N of Playa	\$ -	\$ (30,000)	\$ 30,000	\$ -	\$ 30,000	\$ -
6311	5	Housing Element	\$ 170,705	\$ (119,295)		\$ 98,256	\$ 211,653	\$ 211,653
6312	5	General Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -

ACCOUNT NUMBER			FY 22/23 Actual Expenses June 2023	Funds Available	FY 23/24 Adopted Budget	FY 23/24 Actuals through January 2024	FY 23/24 Proposed Amended Budget	Difference
Description								
6308	0	TAMC Row Landscape	\$ -	\$ -	\$ -		\$ -	\$ -
SUB TOTAL SPECIAL PROJECTS			\$ 183,115	\$ (206,885)	\$ 290,000	\$ 106,191	\$ 517,653	\$ 227,653
CAPITAL OUTLAY								
5010	8	Capital Outlay - Police	\$ 243,153	\$ 48,153	\$ 195,000	\$ 51,749	\$ 210,000	\$ 15,000
5010	11	Capital Outlay - PW	\$ 79,276	\$ (33,524)	\$ 32,800	\$ 14,753	\$ 32,800	\$ -
5010	15	City Hall Imp	\$ 756	\$ (15,244)			\$ 18,600	\$ 18,600
5010	18	Art Park Imp	\$ 5,059	\$ (441)	\$ 25,000	\$ -	\$ 25,000	\$ -
5010	20	Land Purchase	\$ -	\$ (3,800)	\$ -	\$ -	\$ -	\$ -
5010	20	Pendergrass Way	\$ -	\$ (4,500)				
5010	11	Desal Wells Expense	\$ -	\$ (7,000)	\$ -	\$ -		
SUBTOTAL CAPITAL OUTLAY			\$ 328,245	\$ (16,355)	\$ 252,800	\$ 66,502	\$ 286,400	\$ 33,600
HOUSING ACCOUNT								
1006		Housing Account #3	\$ -	\$ -	\$ -	\$ -	\$ 725,000	\$ 725,000
SUBTOTAL HOUSING ACCOUNT			\$ -	\$ -	\$ -	\$ -	\$ 725,000	\$ 725,000
GRAND TOTAL EXPENSES			\$ 7,723,853	\$ (2,029,803)	\$ 8,251,800	\$ 5,519,404	\$ 11,927,900	\$ 3,676,100

FY 2023-2024 PROPOSED AMENDED EXPENDITURE BUDGET



**AGENDA ITEM
10C.**

**Approve a Resolution Amending the Fee
Schedule**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Anastazia Aziz, AICP Contract Principal
SUBJECT: Fee Schedule
DATE: April 16, 2024

BACKGROUND/DISCUSSION:

A Draft Fee Schedule, was presented to Council Members at the January 16th, 2024 City Council meeting for preliminary review and discussion. Following the initial review, Council Members requested additional information regarding the City's subsidized cost in relation to the existing fees.

On February 20th, 2024 the City Council was presented with a breakdown of the City's current fees in comparison to the proposed cost recovery fees for FY 2024-25. Additionally, an estimate of the subsidized cost incurred by the City if the fees were to remain the same was also included.

On March 16th, the City Council discussed a Fee Schedule comparison between a 50% reduction of Cost Recovery fees and a 50% increase of current fees dating from 1997, 2015, and 2017. Council directed staff to prepare a Fee Schedule based on 50% of cost recovery of permit delivery.

Fee Schedule - 50% of Cost Recovery

The Fee Schedule presented (Exhibit A), consolidates fees for the Departments of Administration, Building, Planning, Public Works and Engineering, and Police onto one document to provide city fee transparency to the public. The fees for Building, Planning and Public Works and Engineering represents 50% of cost for professional staff to accept, evaluate and issue or prepare permits for decision-makers. The General Fund will continue to provide a subsidy to applicants for various city permitting services as directed by Council on March 16th.

Current fees will be replaced, with the exception of the Individual Sign permit, based on Council feedback from previous meetings, and the Encroachment permit. The Individual Sign permit fee is proposed to remain at the current fee of \$50.00, instead of an increase to \$350.00; however, the Encroachment permit is proposed to remain at \$475.00, as opposed to \$237.00, given the complexity and time necessary for evaluating applications for encroachment on city property.

Additionally, a new fee associated with the establishment of a new City Fund, the Environmental Enhancement Fund, is proposed at \$2.50/square foot. This proposed fee

is the estimated cost to restore environmentally sensitive habitat in the coastal zone. The fund will serve as a method for the city to receive payment for mitigation (conducted by the city) when environmentally sensitive areas are impacted by development.

The Fee Schedule identifies a number of applications with a footnote where a Reimbursement Agreement is included. This allows the city to charge additional fees for more complex projects, such as large commercial or residential applications. Additionally, 75% fee reduction is included for affordable housing projects that include at least 20% affordable units.

This item will be brought back for review and Council discussion in approximately one year for adjustments, including CPI increases.

CEQA:

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

FISCAL IMPACT:

Land use entitlement permit fee revenue will continue to be allocated to the General Fund and the fiscal impact to the fund will vary depending on the number of permits issued each fiscal year. Increasing the permit fees will have a positive impact to the General Fund revenue and will reduce the current City subsidies to the land use entitlement permit process. The consultant team that processes planning, building, engineering and public works permits for the City are paid out of the General Fund.

RECOMMENDATION:

Adopted the proposed Fee Schedule.

ATTACHMENTS:

1. Resolution
2. Fee Schedule

**CITY OF SAND CITY
RESOLUTION SC ___, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE FEE
SCHEDULE**

WHEREAS, the City of Sand City (the “City”) collects user fees prior to issuing permits to cover the associated staff permit processing costs and fees related to administrative and police department functions; and

WHEREAS, the City’s building, planning and public works and engineering department related fees have not been increased or changed since 1997, 2015 and 2017, and the current fee structures are a flat fee rate that does not currently reflect actual costs associated with staff processing time for building, engineering, public works and planning related permits; and

WHEREAS, fees associated with the Administrative and Police Departments are also included on the consolidated Fee Schedule;

WHEREAS, in the interest of encouraging development in Sand City the City Council has determined it will not require fees to be set at full cost recovery for most permits, as reflected in the Fee Schedule; and

WHEREAS, the fees as indicated in the Fee Schedule are proposed to increase building, planning, public works and engineering department related fees in order to adequately recover approximately 50% of the cost incurred by the City, with certain permits requiring an additional reimbursement agreement, as directed by Council; and

WHEREAS, notice of this proposed fee schedule was provided in the Monterey Herald at least ten (10) days prior to the meeting in accordance with Government code Section 6062a; and

WHEREAS, this basic fee structure will be retained and adjusted annually beginning in 2025 on July 1st using at a minimum the United States Department of Labor Consumer Price Index, San Francisco area for All Urban Consumers Price Index, April edition (CPI), and rounded to the nearest 50 cents (or one dollar) to ensure the fees are adjusted annually.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve the Fee Schedule to take effect sixty (60) days after the adoption of this Resolution, attached hereto and incorporated herein by reference, and the subsequential CPI adjustment.

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

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

Attachments: Fee Schedule



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

Fee Schedule

ADMINISTRATION DEPARTMENT

ADMINISTRATION FEES

Credit Card Processing Fee	3.5% plus \$.15 per transaction
Council Chambers Rental per Meeting	\$50.00
Returned Check Fee	\$15.00
DOCUMENT FEES	
Copies of City Documents	\$.10 per page
Records provided on Thumbdrive	\$11.00
Mailing List	\$.10 per page
Mailing List on Labels	\$2.00 per page
Notary Fee (per signature) *Unless otherwise specified in Government Code § 8211	\$15.00

BUILDING DEPARTMENT

OVER THE COUNTER PERMITS

Plumbing Permit (no plan review required) ¹	\$203.00
Electrical Permit (no plan review required) ¹	\$203.00
Mechanical Permit (no plan review required) ¹	\$203.00
Residential Rooftop Photovoltaic Permit	\$229.00
Commercial Rooftop Photovoltaic permit (minimum) ²	\$229.00
Residential vehicle charging station ²	\$203.00
Commercial Vehicle Charging System (plus \$80/hour plan review after 2 hours of review)	\$149.00

SINGLE PERMIT & GRADING PERMITS

Value \$0-9,000	\$198.00
Value \$9,000-25,000	\$446.00
Value \$25,001-50,000	\$690.50
Value \$50,001-100,000	\$1,290.50
Value \$100,001-500,000	\$3,490.50
Value \$500,001-1,000,000	\$3,940.50 (plus \$10/1,000)
Value \$1,000,001 and up	\$5,990.50 (plus \$6/1,000)

COMBINATION PERMITS	
Value \$0-9,000	\$198.00
Value \$9,000-25,000	\$446.00
Value \$25,001-50,000	\$690.50
Value \$50,001-100,000	\$1,290.50
Value \$100,001-500,000	\$3,490.50
Value \$500,001-1,000,000	\$3,940.50 (plus \$10/1,000)
Value \$1,000,001 and up	\$5,990.50 (plus \$6/1,000)
MISCELLANEOUS FEES	
Minimum permit fee not itemized	\$198.00
Investigative fee (Work without permit)	Minimum cost equal to permit.
After Hours Inspections (hourly rate with 4 hour minimum)	\$90.00
Building Permit extension per 90 days (after a one-time 180 day no charge extension)	\$500.00
Plan Review Extension per 90 days (after a one-time 180 day no cost extension)	\$250.00
Stormwater Pollution Prevention Plan review plus \$70 per hour after two hours of inspections	\$149.00
Stormwater Pollution Prevention Plan Inspection plus \$70 per hour after two hours inspection	\$149.00
Plan review	65% of building permit fee this fee includes a total of two reviews
Expedited plan review	50% plus regular plan review cost
Building fee for any item not specifically identified (per hour)	\$150

PLANNING DEPARTMENT	
ADMINISTRATIVE LAND USE APPROVALS AND ZONING PERMITS	
Zoning Compliance Statement	\$350.00
Home Occupation	\$350.00
Temporary Use	\$525.00
DISCRETIONARY LAND USE PERMITS	
Conditional Use Permit (2 reviews) ³	\$1,400.00
Coastal Development Permit (2 reviews) ³	\$1,575.00
Site Plan Review	\$350.00
Variance	\$960.00
Planned Unit Development ³	\$960.00
Combining Multiple Permits (2 reviews) ³	Sum of All Fees that Apply
Appeal	\$700.00
Permit Amendment	50% of base permit fee
Special Event	\$1,050.00
DESIGN PERMITS	

Architectural Review by Design Review Committee	\$700.00
Master Sign Program	\$1,050.00
Individual Sign	\$50.00
ENVIRONMENTAL REVIEW	
Environmental Impact Report (EIR) ³	Initial 50% deposit of the cost
Negative Declaration (Initial Study) ³	Initial 50% deposit of the cost
Environmental Enhancement Fund	\$2.50/sq. ft
Categorical Exemption (per CEQA)	\$350.00
<i>Note: external agency filing fees are not included and are additional</i>	
LEGISLATIVE AMENDMENTS	
General Plan Amendment (2 reviews) ³	\$2,800.00
Zoning Amendment (2 reviews) ³	\$1,575.00
Specific Plan Approval or Amendment (2 reviews) ³	\$2,100.00
Local Coastal Plan (LCP) Amendment (2 reviews) ³	\$2,100.00
MISCELLANEOUS FEES	
Short Term Rental Application	\$319.00
Short Term Rental Renewal Application	\$98.00
Preliminary Project Review (Prior to submittal – 1 hour)	\$175.00
Planning fee for any item not specifically identified (per hour)	\$87.00
Parking Permit (One per vehicle/year)	\$250.00

POLICE DEPARTMENT

ADMINISTRATION FEES	
Credit Card Processing Fee	3.5% plus \$.15 per transaction
Copy of Police Report	\$10.00
Citation Correction (non-SCPD)	\$10.00
Dog License	\$5.00
Vehicle Release	\$95.00

ENGINEERING AND PUBLIC WORKS DEPARTMENT

PLAN CHECK EXAMINATION	
Plan Check for Public or Private Site Improvements	\$100.00 plus 2% of improvement cost (Min. fee shall be \$500)
STORMWATER PLAN CHECK (New and/or Replaced Impervious Surface)	
Pre-review Meeting	\$105.00
Small Project (2,500-5,000 sq-ft)	\$220.00
Medium Project (5,000-15,000 sq-ft)	\$1,680.00
Large Project (> 15,000 sq-ft)	\$3,360.00

Storm Water Pollution Prevention Plan (SWPPP) Review	\$630.00
INSPECTION OF PUBLIC OR PRIVATE SITE IMPROVEMENTS	
Cost of improvement up to \$100,000	5% of improvement cost
Cost of improvement from \$100,001 to \$200,000	4% of improvement cost
Cost of improvement over \$200,000	3% of improvement cost
Inspections outside of normal business hours (per hour)	\$210.00
Reinspection fee (per inspection)	\$105.00
Additional plan review required by changes, additions or revisions to approved plans per hour (1/2-hour min.)	\$105.00
Inspection for which no fee is specifically indicated per hour (1/2-hour min.)	\$105.00
MAPS	
Minor Subdivision (1-4 lots) – Tentative Parcel Map	\$300.00
Major Subdivision (5-10 lots) – Tentative Map ³	\$900 + \$300 per lot after 10 lots
Final Parcel Map (1-4 lots) 2 reviews ³	\$1,350.00
Final Tract Map (5-10 lots) 2 reviews ³	\$1,650.00 + \$300 per lot after 10 lots
ENCROACHMENT PERMIT	
Encroachment Permit	\$435.00
MISCELLANEOUS FEES	
Voluntary Lot Merger (2 reviews)	\$500.00 and \$300.00 per additional review.
Certificate of Compliance (2 reviews)	\$500.00 and \$300 per additional review.
Lot Line Adjustment (2 reviews) (Max. up to 4 parcels may be adjusted)	\$900.00 for 2 parcels + recording fees, \$300 per parcel beyond 2 parcels, \$150 per additional review.
Tree Removal Permit	\$50.00
Art Park Rental	\$50.00

Note: A 75% planning fee discount will be applied for all projects that include at least 20% affordable housing units.

All soil compaction and survey work (if required by City) will be charged as an “extra” at cost plus 10% for administration.

Copies of aerials, maps, plans cost of reproduction plus 15%

¹ *Fees are minimums and are based on 2-hours inspection at \$58/Hour (Inspector) plus 1 hour at \$34/hour (Building Tech). Additional hours may be charged.*

² *Fees are minimums and are based on 2-hours at \$58/Hour (Inspector) 1-Hour at \$80/Hour (Plan Review) 1-hour \$34/Hour (Building Tech). Additional hours may be charged.*

³ *Requires a City Cost Reimbursement agreement for additional hours beyond two reviews.*

AGENDA ITEM 10D.

Monterey Bay Air Resources District Clean Air Management Program Grant Funding for Multiuse Commuter Trail Approve a Resolution Authorizing Monterey Bay Air Resources District Clean Air Management Program Grant Funding and; Approve a Resolution Approving a Professional Service Agreement with EMC Planning Group for Preliminary Planning of the Sand City Multiuse Commuter Trail



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Acceptance of Clean Air Management Program Grant and Approval of Contract with EMC Planning Group for Multiuse Trail System Planning
DATE: April 16, 2024

BACKGROUND/DISCUSSION:

In June 2023, EMC Planning Group prepared and submitted an application for the Monterey Bay Air Resources District (MBARD) Clean Air Management Program (CAMP) grant to support planning efforts for the development of an approximately one-mile new multiuse trail system within the Transportation Authority of Monterey County (TAMC) railway corridor.

The project involves the development of an approximately one-mile new trail system that would provide an extension from the existing Monterey Bay Coastal Trail at Del Monte Boulevard and Canyon Del Rey Boulevard to the future rapid transit station proposed at Playa Avenue and California Avenue in the City of Sand City (the "City"). The project includes two primary components; 1) implementation of a new multiuse trail system and parking in the TAMC railway corridor, and 2) improved bike lane striping along California Avenue and Holy Street.

The project has received widespread support from the region, including letters of support from the cities of Seaside, Marina, Del Rey Oaks, Monterey and Pacific Grove, the Board of Supervisors for the County, Supervisor Askew separately, CSUMB, Monterey Unified School District, TAMC and a local bicycling group. City staff presented the concept to the TAMC Board February 28th, 2024, and received unanimous support.

The multiuse trail system would consist of an approximately 12-foot-wide path to accommodate both pedestrian and bike traffic. In an effort to minimize conflict with the existing property leases, the proposed multiuse trial system would take place in four sections. These trail sections are described below:

- 0.3-mile bike trail and potential parking extending from the future MST SURF station at Playa Avenue and California Avenue along the TAMC corridor to the Graniterock Construction property
- 0.2-mile bike trail and potential parking extending along the TAMC corridor from the intersection of Holly Street and Ortiz Avenue to Contra Costa Street

- 0.2-mile bike trail extending along the TAMC corridor within the City of Seaside to connect with the existing Monterey Bay Coastal Trail at the intersection of Del Monte Boulevard and Canyon Del Rey Boulevard,
- 0.3-mile bike lane improvements extending along California Avenue from Tioga Avenue to Holly Street and along Holly Street to Ortiz Avenue. These improvements would include enhanced bike lane striping on California and Holly Street.

On March 19, 2024 the City was awarded grant funding from MBARD in the amount of \$205,000 to support preliminary project planning efforts, including:

- Environmental review;
- Aerial site survey; and
- Preliminary engineering and conceptual design.

MBARD has approved an agreement to authorize the allocation of the grant, which the City must adopt in order to receive funding (Exhibit A). The first resolution (Attachment 1), authorizes the City Manager to execute necessary agreement to accept the allocated grant funding.

The City has worked closely with EMC Planning Group throughout the grant application process and initial stakeholder engagement. Due to their extensive knowledge of the project, it is recommended that EMC Planning Group be selected to conduct the work outlined in the grant application. During the Application process, a number of subconsultants were identified to carry out necessary technical work, including Polaris Land Surveying, Inc., TL Engineering, and Harris & Associates. EMC Planning Group would act as the lead consultant and provide project management and oversight in coordination with City Staff and the subconsultants listed above. The second resolution (Attachment 2) is to approve a contract with EMC Planning Group (Exhibit B) to carry out the preliminary planning efforts as stated in the grant application.

FISCAL IMPACT: The planning project phase will be fully funded by CAMP grant. In addition, EMC has worked closely with City staff and grant writers to submit an application for additional grant funding to fund implementation of the project. Once plans are completed, the City will continue to seek additional grant funding to complete the project.

RECOMMENDATION:

Staff recommends:

- 1) **APPROVAL** of a resolution approving acceptance of grant funds and authorizing the City Manager to execute necessary agreements; and, thereafter to administer the grant with the Monterey Bay Air Resources District.

- 2) APPROVAL of a resolution authorizing the City Manager to execute a contract not to exceed \$193,601.25 for professional service with EMC Planning Group, Inc. to complete the plans for the Multiuse Trail System.

ATTACHMENTS:

1. Resolution approving acceptance of grant funds;
 - a. Exhibit A – Monterey Bay Air Resources District AB2766 Grant Agreement
2. Resolution authorizing the City Manager to execute a professional services agreement with EMC Planning Group, Inc.
 - a. Exhibit B – Contract for Professional Services with EMC Planning Group
 - b. Exhibit C – EMC Planning Group Proposal & Budget
 - c. Exhibit D – Fee Schedule
 - d. Exhibit E – Insurance Requirements
 - e. Exhibit F – Subconsultant Proposals
3. AB2766 Clean Vehicle Program Application

**CITY OF SAND CITY
RESOLUTION SC ____, 2024**

**RESOLUTION OF CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
MONTEREY BAY AIR RESOURCES DISTRICT CLEAN AIR MANAGEMENT
PROGRAM GRANT FUNDING**

WHEREAS, the Monterey Bay Clean Air Management District has appropriated funds through the AB2766 Clean Air Management Program eligible to local jurisdictions to develop and implement fixed assets to reduce motor vehicle emissions; and

WHEREAS, in June 2023, the City of Sand City submitted an application for the Monterey Bay Air Resources District Clean Air Management Program grant to support planning efforts for the development of an approximately one-mile new multiuse trail system within the Transportation Authority of Monterey County railway corridor; and

WHEREAS, on March 19, 2024 the City was awarded grant funding in the amount of \$205,000 to support preliminary project planning efforts, including environmental review, site surveys, and conceptual engineering design; and

WHEREAS, the Monterey Bay Air Resources District has approved a resolution to authorize the allocation of the grant, which the City must adopt in order to receive funding.

NOW, THEREFORE, be it resolved that the City Manager of The City of Sand City is authorized to execute by electronic signature on behalf of The City of Sand City the attached grant agreement with the Monterey Bay Clean Air Management District (Grant Agreement No. 24-02), including any extensions or amendments thereof and any subsequent grant agreement with Monterey Bay Clean Air Management District in relation thereto.

BE IT FURTHER RESOLVED that The City of Sand City agrees to abide by the terms and conditions of the Grant Agreement as set forth by the Monterey Bay Clean Air Management District.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sand City, this 16th day of April, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

Exhibits

- Exhibit A – Monterey Bay Air Resources District AB2766 Grant Agreement

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

Grant Agreement No. 24-02

TABLE OF CONTENTS

<u>Document</u>	<u>Description and Pages in Document</u>
Grant Agreement	Contract that must be signed by both parties to execute grant (Pages 2-6).
Attachment 1:	Project Description, Budget, and Schedule – This Attachment includes the Project Description, Budget, and Schedule.
Attachment 2:	Special Grant Conditions – This Attachment lists any special grant conditions applicable to Grantee, based on the grant application submitted by Grantee, grant award conditions and applicable AB2766 Grant Program requirements.
Attachment 3:	Conflict of Interest Certification
Attachment 4:	Instructions for Completing Grant Agreements and Reimbursement Requests – This attachment provides detailed instructions for completing and returning this Agreement for execution by MBARD. It also provides instructions for invoicing and a description of how MBARD shall reimburse Grantee for eligible project costs.

This concludes the Table of Contents

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

Clean Air Management Program Grant Agreement

Between
Monterey Bay Air Resources District
And
City of Sand City

The Monterey Bay Air Resources District (hereinafter, “MBARD”) and *City of Sand City* (hereinafter, “Grantee”) enter into this Agreement (hereinafter, “Agreement”) to implement the Project entitled *Multiuse Trail and Bike Lane Improvements* (hereinafter, “Project”) as described herein. The purpose of the Agreement is to reduce emissions of motor vehicles in accordance with Assembly Bill 2766 (California Health and Safety Code §§44220-44247) through implementation of the Project by Grantee, funded in part by an AB2766 grant not to exceed **\$205,000**.

Definitions: **Agreement**

This document between Grantee and MBARD, including attachments and amendments, specifying all rights and obligations of the parties. This Agreement is fully executed and effective once signed by Grantee and MBARD.

Project

Engine, equipment, or infrastructure replaced, purchased, and reimbursed under this Agreement; as well as any activity or action(s) associated with Grantee’s performance that is funded in accordance with this Agreement.

Term

Begins on the Start Date, includes the Completion Date, and ends on the Expiration Date.

Start Date

Effective date of the Agreement once it has been fully executed.

Completion Date

Two (2) years from the Start Date or when the date grant-funded engine, equipment or infrastructure has been delivered, installed, or constructed, whichever occurs first.

Expiration Date

Five (5) years after the Completion Date.

Completion Phase

Period from the Start Date to the Completion Date.

Implementation Phase

Period from the Completion Date to the Expiration Date.

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

A. General Agreements

1. This Agreement shall be comprised of the Grant Agreement No. 24-02 and *Attachments 1-4*.
2. Grantee may use leveraged funding from outside sources or from other grant programs administered by MBARD where allowed.
3. All other secured funds must have been appropriated or awarded to Grantee after adoption of its current annual budget, and all sources must be declared in Attachment 1 of this Agreement.
4. The grant award cannot be increased once the Agreement has been fully executed.
5. Grantee shall not commence with the Project nor incur any reimbursable expenditures until this Agreement has been fully executed.
6. Grant-eligible expenditures must be incurred during the Completion Phase.
7. The Completion Date may be extended only upon written request by Grantee and approval by MBARD's Board of Directors. The Agreement shall then be amended to reflect the new date.
8. If Grantee has an unreimbursed grant award balance after the end of the Term, this Agreement shall terminate without notice and MBARD shall have no obligation to make any further reimbursement to Grantee.

B. Grantee Obligations

Grantee shall:

1. Execute and deliver this Agreement to MBARD no later than *April 30, 2024*.
2. Implement the Project in accordance with the description, budget and schedule specified herein.
3. Own, maintain, and operate this Project in accordance with this Agreement for a period of at least *five (5)* years from the Completion Date.
4. Identify and acknowledge MBARD as a source of grant funding in all literature, press releases or media events regarding the Project.
5. At the sole option of MBARD, place, or allow MBARD to place, a logo on a prominent location on the trail. The logo design, style, color, and placement are the exclusive rights of MBARD.
6. Comply with all applicable MBARD, local, State, and federal laws and regulations.
7. Obtain all permits, approvals or clearances required to implement the Project.
8. If applicable, maintain property insurance on the grant-funded Project in an amount sufficient to reimburse MBARD the full grant amount. Grantee must also supply proof of commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
9. These insurance policies shall remain in effect for the full Term. Grantee shall submit to MBARD a current certificate of liability insurance showing MBARD has been named as an additional insured, and evidence of property insurance showing that MBARD has been named as a loss payee. No reimbursements of any grant-eligible expenditures shall be made until these documents are provided to MBARD.
10. If for any reason Grantee is awarded proceeds from the insurance policies (described above), Grantee or successor in interest shall reimburse MBARD the full amount due within 30 days of receipt of the proceeds.
11. Notify MBARD within five (5) days of filing a petition(s) for relief under bankruptcy law.
12. Provide MBARD with information regarding all liens or loans affecting the Project.
13. Obtain explicit written consent from MBARD prior to encumbering the Project.
14. Immediately notify MBARD of any schedule delays.

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

15. Collect and report travel activity and other pertinent data, keep records, and submit supporting expense documentation.
16. Assist MBARD staff in inspecting, monitoring, and reviewing the Project.
17. Submit Quarterly Reports during the Completion Phase.
18. Submit Annual Reports during the Implementation Phase.
19. Request reimbursement for grant-eligible expenditures prior to the Expiration Date.
20. Defend, indemnify, and hold harmless MBARD, its officers and employees from and against any liability or costs of any type, including attorney's fees, arising out of or related to Grantee's performance under this Agreement, except for liability or costs arising out of the sole negligence of MBARD, its officers or employees.
21. Formally submit in writing requests to amend or modify this Agreement, the budget or schedule.
22. Fulfill any other obligations, for which Grantee is responsible, specified in this Agreement.

C. MBARD Obligations

MBARD shall:

1. Reimburse grant-eligible expenditures incurred by Grantee to implement the Project, provided they are documented in a reimbursement request submitted.
2. Disburse payment within 30 calendar days of MBARD approval of each reimbursement request.
3. Promptly respond to questions regarding the Agreement's terms and conditions, including but not limited to, eligible expenditures, reimbursement requests and reports.
4. If applicable, file a UCC-1 form with the California Secretary of State in the amount equal to the grant funding. UCC-1 filing shall be a condition precedent to reimbursement. The UCC-1 lien rights shall remain in effect until Grantee complies with all terms of this Agreement. When Grantee's obligations under this Agreement are fulfilled, MBARD shall file a lien release (UCC-3) with the California Secretary of State within ten (10) working days thereafter. Grantee shall provide written notice of the UCC-1 filing to all financial institutions who would file a lien against the Project as a condition of lending funds.
5. Conduct a Post-Inspection of grant-funded equipment prior to final reimbursement.
6. Fulfill any other obligations, for which MBARD is responsible, specified in this Agreement.

D. Notices and Correspondence

Correspondence or notices required by this Agreement shall be sent via first class mail, email, or electronic signature software to the individuals and addressees specified below:

MBARD: Monterey Bay Air Resources District
Attn: [Tyrone Bell, Planner](#)
24580 Silver Cloud Court
Monterey, CA 93940
Tel: (831) 647-9411
Email: tbell@mbard.org

Grantee: [City of Sand City](#)
Attn: [Zane Mortensen, City Planner](#)
[1 Pendergrass Way](#)
[Sand City, CA 93955](#)
Tel: (831) 649-1799
Email: planning@sandcityca.org

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

E. Assignment and Delegation

This Agreement and all associated benefits, including capital or equipment reimbursed in whole or part by AB2766 grant funds, and any duties, obligations or liabilities arising therein, may not be assigned, or delegated during the Term without the prior written consent of MBARD.

F. Severability

If any clause or term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

G. Termination

1. MBARD shall have the right to terminate this Agreement without prior notice if Grantee causes or fails to prevent any of the following:
 - a. Failure to perform in a timely, professional or competent manner;
 - b. Failure to make reasonable progress in implementing the Project;
 - c. Material breach or failure to abide by any term or condition of the Agreement;
 - d. Assignment of any benefits or delegation of any duties associated with this Agreement to a third party;
 - e. Failure to report any conflict of interest as required by Attachment 3, herein or
 - f. Bankruptcy or dissolution of Grantee.
2. MBARD shall determine whether cause exists for termination and if so, shall issue a Stop Work Notice to Grantee, followed within three working days by a Notice of Termination, which shall specify a termination date.
3. Upon receipt of a MBARD Stop Work Notice or a Notice of Termination, Grantee shall immediately stop work on all activities requiring reimbursement under this Agreement, unless the Notice includes directions as specified immediately below in Section 4.
4. If so stated in the Stop Work Notice or a Notice of Termination, Grantee may continue to incur grant-reimbursable expenditures through the termination date specified in the Notice, to ensure:
 - a. Continuation of any grant-funded activity needed to maintain air quality or reduce vehicular emissions; and
 - b. Continuation of any grant-funded activity needed to discharge Grantee obligations if specified in the Notice of Termination.
5. Breach of any material term of this Agreement by Grantee shall be considered a breach of the entire Agreement.

H. Entire Agreement

1. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement concerning the subject matter herein.
2. Amendments to this Agreement shall be proposed in writing by either party and to become effective, shall be signed and dated by both MBARD and Grantee.
3. Oral representations by either party or their representatives shall have no force or effect.

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

I. Acceptance

The undersigned attest to being the duly authorized representatives of the parties to this Agreement, and further attest to having read this Agreement in its entirety and covenants to comply with all its terms and conditions.

For Grantee:

For MBARD:

Vibeke Norgaard
City Manager
City of Sand City

Richard A. Stedman
Air Pollution Control Officer
Monterey Bay Air Resources District

Date: _____

Date: _____

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

ATTACHMENT 1: Project Description, Budget, and Schedule

Grantee: *City of Sand City*

Project: *Multiuse Trail and Bike Lane Improvements*

Project Description

Grantee has been awarded \$205,000 to support the necessary planning and design, including project oversight, environmental review, engineering, and conceptual design, required for the future implementation of a new multiuse trail and bicycling system.

Project Budget

The total project cost is estimated to be \$300,000. The cost of the project will be funded from a combination of funds from MBARD's AB2766 grant and Grantee's capital budget.

Task	Estimated Cost
Planning and Project Oversight	\$55,000
Environmental Review	\$95,000
Preliminary Civil Engineering Design	\$115,000
Aerial Survey	\$35,000
Total	\$300,000

SOURCE: EMC Planning Group 2023, Harris & Associates 2023

Project Schedule

EMC Planning Group will be working with the City's contract engineer, Harris & Associates, and its contract surveyor, Polaris Consulting, to complete the design and land survey documents by July 2024.

This concludes Attachment 1

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

ATTACHMENT 2: Special Grant Conditions

Grantee: *City of Sand City*

Project: *Multiuse Trail and Bike Lane Improvements*

The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement and are listed below:

1. **GRANTEE** shall commit to construction of this Project after final agency approvals. Failure to begin construction of the Project in accordance with the Project Schedule, or by the end of an approved extension period, shall require the Grantee to refund all reimbursements made by the District to the Grantee. Any amount refunded to the District shall be negotiable between the Grantee and the District and shall not exceed **\$205,000**.
2. **QUARTERLY REPORTS:** Reports shall be submitted quarterly during the Completion Phase and include at a minimum:
 - a. Activities implemented or completed as defined by the Project Schedule.
 - b. Any delays in meeting schedules and the recovery plan for any schedule slip.
 - c. Any other pertinent information on project status.
3. **FINAL REPORT:** Report shall be submitted after the Expiration Date or once the Project is completed, and prior to any final reimbursement may be disbursed. It must include at a minimum:
 - a. Executive Summary – describe the history and purpose of the Project.
 - b. Implementation – summarize activities and data monitored during Implementation Phase.
 - c. Evaluation – discuss any problems encountered and the Project’s overall achievements.
4. **ANNUAL REPORTS:** Reports shall be submitted annually during the Implementation Phase and include at a minimum:
 - a. Monthly trail usage
5. **REPORTS** shall be submitted via an online reporting form:
<https://portal.laserfiche.com/x4671/forms/AB2766Report>
6. Failure to submit required reports in a timely manner will subject this Agreement to be terminated per Condition G.1.c of this Agreement.

This concludes Attachment 2

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

ATTACHMENT 3:
Conflict of Interest Certification

Grantee: *City of Sand City*

Project: *Multiuse Trail and Bike Lane Improvements*

I certify that no Principal, Director, or Executive of Grantee is a member of MBARD Board of Directors, MBARD Advisory Committee, MBARD Hearing Board, any other MBARD committee, nor is a member of MBARD staff, unless listed below.

I further certify that no principal of Grantee has an economic relationship with a member of the Board of Directors, Advisory Committee, Hearing Board, or any member of MBARD staff, unless listed below.

Disclosure of any said memberships or economic relationships is required. Non-disclosure may result in immediate termination of this Agreement by MBARD, without prior notice.

List of disclosed conflicts:

Grantee Principal, Director, or Executive	Basis of Conflict

For Grantee:

Vibeke Norgaard
City Manager
City of Sand City

Date:

This concludes Attachment 3

FY24 AB2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM

Grant Agreement
No. 24-02

March 19, 2024

Grantee Initials:

ATTACHMENT 4: Instructions For Grant Agreements and Reimbursement Requests

A. General Instructions

You must **sign, initial each page, and return the single-sided original Grant Agreement to MBARD**. The Agreement must be returned via email or delivered to MBARD no later than:

4:00 pm on April 30, 2024

Include the grant number (found on the top left corner of each page) in all correspondences with MBARD, and reference it in emails and conversations with MBARD staff.

B. Instructions for Reimbursement Requests

1. Include A Cover Letter

The cover letter shall identify the Grant Number, Project Title and the amount requested.

2. Eligible Expenses

Only expenses incurred during the Completion Phase are eligible for reimbursement.

3. Submit Reimbursement Requests

Only one request per quarter (every three months) is permissible unless otherwise agreed to in Attachment 2 of this Agreement. Requests must be submitted electronically in PDF format and the cover letter must be signed. Ten percent of the grant will be withheld until project is complete.

4. Submit Supporting Documentation

Attach legible, scanned copies of documents in PDF format. The documents should include, but are not limited to:

- a. vendor invoices, receipts, purchase orders,
- b. spreadsheets or other computer reports from project tracking software,
- c. listing of employees included in payroll expenditures or
- d. other documents to support the project expenditures claimed.

5. Include the Name, Phone Number and Signature of the Preparer of the Request:

All requests for reimbursement shall be emailed to accountspayable@mbard.org

This concludes Attachment 4

**CITY OF SAND CITY
RESOLUTION SC ___, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP FOR
PRELIMINARY PLANNING OF THE SAND CITY MULTIUSE COMMUTER TRAIL**

WHEREAS, in June 2023, the City of Sand City submitted an application for the Monterey Bay Air Resources District (MBARD) Clean Air Management Program grant to support planning efforts for the development of an approximately one-mile new multiuse trail system within the Transportation Authority of Monterey County railway corridor; and

WHEREAS, the project involves the development of an approximately one-mile new trail system that would provide an extension from the existing Monterey Bay Coastal Trail at Del Monte Boulevard and Canyon Del Rey Boulevard to the future rapid transit station proposed at Playa Avenue and California Avenue. The project includes two primary components; 1) implementation of a new multiuse trail system and parking in the TAMC railway corridor, and 2) improved bike lane stripping along California Avenue and Holy Street; and

WHEREAS, on March 19, 2024 the City was awarded grant funding in the amount of \$205,000 to support preliminary planning efforts, including environmental review, site surveys, and conceptual engineering design for the project; and

WHEREAS, the City has worked closely with EMC Planning Group throughout the grant application process and initial stakeholder engagement, as well as the identification of project subconsultants, Polaris Land Surveying, Inc., TL Engineering, and Harris & Associates, to carry out necessary technical work; and

WHEREAS, EMC Planning Group has extensive Planning and CEQA documentation experience over the past 45 years and was involved in planning the Calabrese Park and biological survey work for the recently approved mixed-use project adjacent to this local trail project. Polaris Land Surveying Inc. has decades of survey experience in the public and private sector. Harris and Associates, since its founding in 1974, has provided communities across California and Washington with sustainable planning, design, and construction services; and

WHEREAS, the contract with EMC Planning Group shall not exceed one hundred and ninety-three thousand six hundred and one dollars and twenty-five cents (\$193,601.25) of which \$127,000 will be used to pay the projects technical sub-consultants; and

WHEREAS, On the basis of the foregoing recitals, EMC Planning Group, Inc. is uniquely qualified to implement the CAMP Grant, for the Multiuse Trail Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the City Manager to enter into a contract, in substantially in the same form as that attached hereto as Attachment 1, subject to the approval of the City Attorney, and in an amount not to exceed **\$193,601.25** with EMC Planning Group, Inc. to provide project management overseeing the preliminary planning efforts for the proposed project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

Exhibits

- Exhibit B – Contract for Professional Services with EMC Planning Group
- Exhibit C – EMC Planning Group Proposal & Budget
- Exhibit D – Fee Schedule
- Exhibit E – Insurance Requirements
- Exhibit F – Subconsultant Proposals

Exhibit B

CITY OF SAND CITY PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP FOR PRELIMINARY PLANNING OF THE SAND CITY MULTIUSE COMMUTER TRAIL

This Agreement made this 16th day of April, 2024 (the “Effective Date”), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as “CITY”, and EMC Planning Group Inc., a California Corporation, hereinafter referred to as “CONSULTANT” (together referred to the “Parties”).

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end on the first to occur of either (1) June 30, 2027 or (2) upon completion of the Scope of Services described herein, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit C, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit C 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 C, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit C. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit C, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, 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 and ninety-three thousand six hundred and one dollars and twenty-five cents (\$193,601.25) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit D. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty thousand dollars (\$20,000) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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 E attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Vibeke Norgaard, City Manager

To CONSULTANT: EMC Planning Group, Inc.
601 Abrego Street
Monterey, CA 93940
Attention: Michael Groves, Senior Principal

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 except as expressly set forth in the scope of services. 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

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney



Planning for Success.

EXHIBIT C
EMC PLANNING GROUP PROPOSAL AND BUDGET

April 16, 2024

Vibeke Norgaard
City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Multiuse Commuter Trail

Dear Vibeke,

The City of Sand City was awarded \$205,000 in funding from the Monterey Bay Clean Air Management district to plan for a multiuse trail system from the existing Monterey Bay Coastal Trail at Del Monte Boulevard and Canyon Del Rey Boulevard to the future Bus Rapid Transit station located at Playa Avenue and California Avenue. The grant covers planning; CEQA documentation; and permitting. EMC Planning Group has prepared a scope of budget to assist the City in carrying out the work of the grant. EMC's budget totals \$193,601.25. Of EMC's budget, \$129,000 is allotted for technical subconsultants. EMC currently proposes to use the following subconsultants to carry out technical work: Polaris Land Surveying, Inc., TL Engineering, and Harris and Associates. EMC Planning Group will manage all subconsultants. \$11,398.75 of the grant is retained to be used by City staff to cover attorney costs, engineering costs, City Council hearings, and grant administration (invoicing and reporting) support.

EMC Planning Group's scope of work is detailed below:

Task 1.1 – Project Management/Administration/Consultation

This task includes project contract execution, management of project documentation/billing/reporting necessary for grant requirements, preparation of project files, monitoring of the project budget, consultation with the client, and coordination of personnel.

Task 1.2 – Project Meetings

The project manager will attend a kick-off coordination meeting with project stakeholders to discuss the project description and plans, schedule, public controversy (if any), potential significant biological impacts and appropriate mitigation strategy, cultural resource issues, cumulative impacts in relation to other recreational projects in the region, etc.

Task 1.3 – Research and Development

Staff will review applicable polices, plans, and regulatory standards (as applicable), as well as all other documentation available regarding the project site and/or projects that have been proposed in the site vicinity. This includes the project description, application form, environmental information form, and existing permits. Any questions will be discussed with BSLT and California State Parks staff.

Task 1.4 – Traffic Analysis

EMC Planning Group will provide a traffic analysis summary based on the traffic analysis based on local trip values, as well as trip reduction rate based on an assessment completed by Harris & Associates.

Task 1.5 – Cultural Resources

A Cultural Resources review will be prepared by EMC Planning Group in compliance with CEQA.

Task 1.6 – Greenhouse Gas Emissions and Air Quality Analysis

EMC Planning Group will prepare a greenhouse gas (GHG) emissions and air quality analysis for the proposed project consistent with the methodology recommendations of the Monterey Bay Unified Air Pollution Control District. Availability of parking for a new trail will generate vehicle trips, as the trail would be a new recreation destination. New vehicle trips are assumed to be the only source of GHG emissions during the long-term “operation” of the proposed recreation facility. Construction impacts will also be evaluated.

Task 1.7 – Biological Resource Analysis

A biological reconnaissance field survey will be conducted by EMC Planning Group biologists to document existing plants and wildlife, and evaluate the potential for the site to support special-status biological resources with potential to be impacted by the proposed project. This scope assumes that one site visit will be sufficient for biological resources assessment and IS/MND preparation.

Task 1.8 – Draft Initial Study

EMC Planning Group will prepare the draft Initial Study for the parking area project components, and develop appropriate mitigation measures and proposed conditions of approval.

Task 1.9 – Screen Check Initial Study/Mitigated Negative Declaration

EMC Planning Group will revise the draft Initial Study based upon stakeholder comments, and then produce the screen check Initial Study and a Proof Draft Mitigated Negative Declaration for final review.

Task 1.10 – Public Review Initial Study/Mitigated Negative Declaration

EMC Planning Group will prepare the public review Initial Study and Mitigated Negative Declaration, and provide thirty (30) hard copies and one (1) electronic copy to staff. EMC Planning Group will prepare a notice of intent to adopt a Mitigated Negative Declaration and a notice of completion for staff to submit to the State Clearinghouse along with the documents.

Task 1.11 – Response to Comments/Mitigation Monitoring and Reporting Program/Notice of Determination

EMC Planning Group will review comments received during public review period, and meet with project stakeholders to determine any necessary response to comments. EMC Planning Group will prepare draft and final responses to comments and a Mitigation Monitoring and Reporting Program for review and comment by staff. This scope of work assumes that no more than ten (10) comment letters would be received and that responses to the comment letters would not require additional analysis. EMC Planning Group will prepare a Notice of Determination.

Budget

Table 1, Grant Funding Allocation, below provides a brief summary of the project costs and grant funding allocation. A detailed budget spreadsheet for preliminary planning services is attached. The cost of preliminary planning services, project management, and grant administration, including subconsultant fees, is \$193,601.25. The total grant allocation, including \$11,398.75 for City staff support, accounts for the awarded funding amount of \$205,000.00.

Table 1 – Grant Funding Allocation

	Task	Funding Amount
EMC Planning Group, Inc.	Project Management, Grant Administration, & Environmental Review	\$64,601.25
Harris & Associates	Preliminary Engineering Design	\$79,520.00
Polaris Land Surveying, Inc.	Corridor Site Survey	\$40,000.00
TL Engineering	Preliminary Lighting Improvements	\$9,480.00
City of Sand City	Staff Support, Document Review, & Grant Administration Assistance	\$11,398.75
Total		\$205,000.00

Sincerely,



Michael Groves
President/ Senior Principal

Sand City MBARD CAMP Grant IN/MND												
Task	EMC Planning Group Inc.											
Staff	Senior Principal	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Associate Biologist	Desktop Publisher	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$295.00	\$205.00	\$175.00	\$145.00	\$225.00	\$170.00	\$150.00	\$140.00	\$125.00	\$115.00		
1. Project Management, Administration, Consultation	12.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	61.0	\$12,775.00
2. Kick-off Meeting and Site Visit	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$3,040.00
3. Public Engagement and Noticing	1.0	1.0	8.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	11.0	\$2,040.00
3. Research & Development	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$1,520.00
4. Transportation Analysis (Separate Scope of Work from Harris)	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$205.00
5. Cultural Resources Analysis	1.0	1.0	0.0	30.0	0.0	0.0	0.0	2.0	0.0	0.0	34.0	\$5,130.00
6. Air Quality, Greenhouse Gas Emissions and Energy Analysis	4.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	\$6,080.00
7. Biological Resource Analysis	1.0	1.0	0.0	0.0	5.0	32.0	0.0	2.0	0.0	0.0	41.0	\$7,345.00
8. Draft IS/MND	2.0	12.0	36.0	0.0	0.0	0.0	2.0	8.0	4.0	2.0	66.0	\$11,500.00
9. Screencheck Draft IS/MND and Noticing	0.0	2.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	12.0	\$2,060.00
10. Public Review IS/MND and Noticing/Distribution	1.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	17.0	\$2,995.00
11. Response to Comment/MMRP/Notice of Determination	1.0	6.0	24.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	34.0	\$6,320.00
12. City Council Meetings (Staff Reports, Resolutions, Conditions, and Findings)	3.0	3.0	10.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	17.0	\$3,390.00
Subtotal (Hours)	23.0	64.0	148.0	31.0	7.0	32.0	2.0	13.0	8.0	5.0	Total Hours	Total Cost
Subtotal (Cost)	\$6,785.00	\$13,120.00	\$25,900.00	\$4,495.00	\$1,575.00	\$5,440.00	\$300.00	\$1,820.00	\$1,000.00	\$575.00	350.0	\$64,400.00

Additional Costs	
Production Costs	\$100.00
Travel Costs	\$25.00
Postal/Deliverables	\$25.00
Miscellaneous	\$25.00
Administrative Overhead 15%	\$26.25
Total	\$201.25

Subconsultant Fees	
Polaris Land Surveying, Inc.	\$40,000.00
TL Engineering	\$9,480.00
Harris & Associates	\$79,520.00
Total	\$129,000.00

Total Costs	\$193,601.25
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NOTE: This proposal is valid for 90 days

EXHIBIT D

EMC PLANNING GROUP FEE SCHEDULE

(Effective January 1, 2024)

Principals	Hourly Billing Rate	
Senior Principal	\$295.00	
Principal	\$275.00	
Planners		
Principal Planner	\$235.00	
Senior Planner	\$205.00	
Associate Planner	\$175.00	
Assistant Planner	\$140.00	
Biologists		Monitoring Rate
Principal Biologist	\$225.00	(\$150.00)
Senior Biologist	\$185.00	(\$130.00)
Associate Biologist	\$170.00	(\$120.00)
Assistant Biologist	\$125.00	(\$100.00)
Archaeologist		
Registered Professional Archaeologist	\$145.00	
Support Staff		
Desktop Publisher	\$150.00	
Executive Assistant/Production Manager	\$125.00	
Administrative Assistant	\$115.00	
GIS/Graphics Technician	\$140.00	

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

EXHIBIT E

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.

EXHIBIT F
SUBCONSULTANT'S PROPOSALS

April 8, 2024

Michaels J. Groves, AICP
Senior Principal, EMC Planning Group
601 Abrego Street
Monterey, CA 93940

**RE: Multiuse Trail & Bike Lane Improvements Project, Sand City, CA
Proposal to Provide Engineering Services for Preliminary Lighting Improvements**

Dear Mr. Groves:

TL Engineering (TLE) is pleased to provide professional engineering services for the preparation of preliminary lighting improvement plans as part of the multiuse trail and bike lane improvements for the proposed project located within the existing TAMC railroad right-of-way (adjacent to Del Monte Blvd.) and along existing streets extending from Sand City to Seaside. The project understanding, assumptions, and specific services to be provided are described in Exhibit A of this proposal. The proposed fee estimate is included in Exhibit B.

The Client agrees to limit the liability of Consultant, its principals, employees and their sub consultants, to the Client and to all contractors and subcontractors on this project, for any claim or action arising in tort, contract or strict liability, such that the total aggregate liability of Consultant to all those named shall not exceed \$500,000 or the amount of the Fee for Services, whichever is less. We appreciate having the opportunity to assist you with this project, and we look forward to providing you with excellent service. If you have any questions or need additional information, please contact me at your convenience.

Respectfully Submitted,

TL Engineering



Leo Trujillo, PE, TE
Principal
T 209-829-1553
LTrujillo@tlengineering.net

Approved by Client

EMC Planning Group

Signature

Date

Name

Title

EXHIBIT A
SCOPE OF SERVICES
For
MULTIUSE TRAIL & BIKE LANE PROJECT - PRELIMINARY LIGHTING IMPROVEMENTS
CITIES OF SAND CITY & SEASIDE

ASSUMPTIONS & UNDERSTANDING:

As part of the multiuse trail and bike lane improvements project located within the existing TAMC railroad right-of-way (adjacent to Del Monte Blvd.), and extending from Sand City to Seaside, the City has requested that a preliminary design of street lighting improvements along the path be prepared. In addition, a planning-level engineer's estimate of probable cost will be prepared for the lighting improvements. The following includes the assumptions and understanding for the TLE scope of work:

- EMC Planning Group (EMC) is the Prime Consultant and will provide all existing and proposed conditions base mapping for the project limits.
- For this preliminary stage of the project, standard street lights (Type 15) will be used in the design.
- Since no photometrics analysis will be done at this stage of design, a standard/typical street light spacing will be used. Additional lights will be used at points of conflict (i.e. intersections with public streets).
- Any roadway improvements, including roadway paving, median modifications, curb, gutter, sidewalk, ADA curb ramps, signing, striping, and any other civil improvements will be prepared by a civil engineering designer.
- It is assumed that during this preliminary stage, the connection for new electrical service point(s) from PG&E will not be required. This work will be included in the detailed design of the project (under a separate contract). Nevertheless, the cost for new electrical service points and pedestals will be included in the planning-level engineer's estimate of probable cost.
- Detailed design of the lighting improvements, including the preparation of any photometrics analysis, is not included in this proposal. A separate proposal will be prepared to cover this additional work when requested by the Prime Consultant.

SCOPE OF SERVICES:**TASK 1 PROJECT MANAGEMENT & COORDINATION**

As part of the project management and coordination, it is expected that regular communication will be maintained with the project consultant team. TLE will participate in individual phone calls, team conference calls, and email correspondence and necessary to obtain the necessary information for the project and to discuss and resolve project issues.

TASK 2 BASE MAP MANIPULATION

TLE will manipulate the base plan(s) provided by the Client (EMC) to change layer names, colors, & linetypes to print correctly with the TLE AutoCAD plot styles. Existing and proposed CAD base files from the Client will be referenced into TLE's preliminary street lighting plans.

TASK 3 PRELIMINARY STREET LIGHTING DESIGN

TLE will prepare preliminary design plans for the new street lighting along the new bike trail/lane improvements within the limits of the project, which extend from approximately Playa Avenue in the City of San City to Canyon Del Rey Blvd in the City of Seaside. Modified (reduced height of 15' to 20') standard street lights (Type 15) will be used in the design along the bike trail portions of the project, and standard height lights (30' height) will be used at street/intersection crossings. The type of street lights and/or luminaires can always be changed during more detailed stages of design if the City desires.

The preliminary plans will be prepared on 40-scale sheets, using two view-ports per sheet. This provides a total of 3 sheets for the preliminary street lighting improvements.

Since no photometrics analysis will be done at this stage of design, a standard/typical street light spacing will be used. Additional lights will be used at points of conflict (i.e. intersections with public streets). It is also assumed that the connection for new electrical service point(s) from PG&E will not be required during this preliminary stage of design. Nevertheless, the cost for the new lights, as well as the new electrical service points and pedestals will be included in the planning-level engineer's estimate of probable cost.

A set of preliminary plans and estimate will be prepared and sent to the Prime Consultant for submittal to the City for review and comment. Once City comments are received, a revised set of preliminary plans and estimate will be prepared for the lighting improvements and sent to the Prime Consultant for resubmittal to the City.

REIMBURSABLES

Any reproduction work, other than that required for the Consultants in house use, and all mileage, Federal Express, UPS, California Overnight, and other deliveries will be billed per the attached Rate and Expense Schedule shown in Exhibit B. Any reimbursables in excess of the reimbursable budget will be billed per the attached rate and expense schedule.

ADDITIONAL SERVICES/EXCLUSIONS

The services to be provided are those detailed in this Scope of Services (Exhibit A). All items not expressly described in this Scope of Services shall be deemed "additional services"/"extra work" and compensation shall be on a time and expense basis per the attached Rate and Expense Schedule. The following items are specifically excluded from this Scope of Work:

A. Exclusions

1. Any environmental investigations and/or technical studies
2. Preparation of base mapping, including underground utilities
3. Potholing of existing underground facilities/utilities
4. Preparation of any photometric level analysis
5. Preparation of any design elements other than those specifically mentioned in this scope of services for street lighting improvements
6. Preparation of any lighting improvements beyond the preliminary level
7. Coordination with any utility companies
8. Application for new PG&E electrical service / meter for the new street lights
9. Preparation of technical specifications
10. Site visits
11. Bidding or construction support services
12. Any items excluded in the "Assumptions and Understanding" section of this proposal
13. Any items of work not specifically identified in the scope of services

**EXHIBIT B
COMPENSATION
for
MULTIUSE TRAIL & BIKE LANE PROJECT - PRELIMINARY LIGHTING IMPROVEMENTS
CITIES OF SAND CITY & SEASIDE**

The price of \$9,480 is a not-to-exceed amount to be billed on Time & Materials (T&M) to provide the services, as described in Exhibit A, SCOPE OF SERVICES, and for such extras and additions as follows:

Project Work Task					SUB-CONSULTANT		Total Hour	Total Fee
		Principal Engineer	Senior Engineer	Associate Engineer				
		\$240	\$210	\$190				
1	Project Management & Coordination	4					4	\$960
2	Base Map Manipulation	1	4				5	\$1,080
3	Preliminary Street Lighting Design							
	A. 1st Set of Plans & Estimate	8	20				28	\$6,120
	B. Revisions to Plans & Estimate	2	4				6	\$1,320
Total Hours :		15	28	0			43	
Staff Expenses :		\$3,600	\$5,880	\$0	\$0	\$0	43	\$9,480
		Travel Expenses :					\$0	
		Printing, Shipping, etc. :					\$0	
Total Costs :							\$9,480	

RATE AND EXPENSE SCHEDULE
(Effective through December 31, 2024)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate</u>
Principal Engineer	\$240
Senior Engineer	\$210
Associate Engineer	\$190

EXPENSE SCHEDULE

Client-Requested Overtime..... Hourly Rate plus 25%

All other expenses, including: Actual Cost plus 15%

Delivery Service
Outside Reproduction
Mileage - Auto
Outside Consultants
Travel & Expenses
Filing or Permit Fees
Hard copies of plans (to be obtained from printing businesses)



Polaris Land Surveying, Inc.

Professional Land Surveying Services

P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564

E-mail: Lynn@PolarisLandSurveying.net

April 9, 2024

Michael Groves
EMC Planning Group
601 Abrego Street
Monterey, CA 93940
Via email: groves@emcplanning.com

Re: Corridor Site Survey
Sand City Multi-use Path

Dear Mr. Groves:

It is with pleasure that I respond to your request to prepare a Corridor Site Survey for the Sand City Multi-use Path corridor as shown on the attached exhibit, in Sand City, California.

We will provide the following services:

Aerial Survey

We will establish horizontal and vertical control in California State Plane coordinates and the NAVD88 datum. We will obtain aerial photogrammetric mapping of a 200' wide swath along the entire alignment. The mapping will include all visible plan features as well as spot elevations. The mapping will be provided at 1" = 40' scale with a 1' contour interval and 0.2' resolution color orthophotos.

Aerial Survey Fee

\$19,000.00

Right-of-Way Survey

We will perform deed and map research to find the right-of-way of the corridor. We will calculate the record boundary lines prior to going out in the field to search for property monumentation.

We will perform a field survey of the alignment to locate sufficient monumentation to determine the right-of-way. The found monuments will be located and sufficiently tied to the control network and we will prepare a Record of Survey for monument preservation prior to construction.

Right-of-Way Survey Fee

\$12,600.00

Re: Corridor Site Survey
Sand City Multi-use Path

Utility Survey

We will field locate visible evidence of utilities along the project alignment. We will not locate underground utilities.

Utility Survey Fee	\$8,400.00
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We will deliver an AutoCAD .dwg file with the aerial survey, boundary and visible utilities.

Total Fee	\$40,000.00
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The above detailed scope of services is based on the assumptions that the premises will be available for our access. This survey proposal does not include coordination with third parties, special title research, resolution and analysis of special boundary issues if sufficient property corners do not exist on the property, line points along the property lines, off site surveying for the boundary or the topographic features, except as noted above. If additional field surveying is requested, we will provide that at an hourly rate.

If there are additional considerations that appear during the project, we will review them at that time. If adjustments in scope need to be made, we will send you a change order to be approved.

I am looking forward to working with you on this project. If you have any questions or need additional information, please call.

Sincerely,



Lynn A. Kovach, P.L.S. 5321
President
Polaris Land Surveying, Inc.



Polaris Land Surveying, Inc.

Professional Land Surveying Services

P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564

E-mail: Lynn@PolarisLandSurveying.net

SURVEYING SERVICES AGREEMENT

Project: 24-143 EMC Sand City Multi-use Path Survey

Client: EMC Planning Group

Surveyor: Lynn A. Kovach, PLS 5321

Client Address: 601 Abrego Street, Monterey, CA 93940

STANDARD PROJECT CONDITIONS:

- Surveyor shall be the owner of and entitled to possession of all maps, drawings and other materials prepared pursuant to this agreement.
- Scope of work and services are described in the Proposal dated 4/9/24, attached hereto and incorporated herein by reference.
- Schedule for project commencement is dependent on workload when notice to proceed is given.
- Client's initial deposit, described below, is due upon execution of this agreement. The outstanding balance is due upon Project completion. The total cost for this Project is as described in the proposal.
- All fees and other charges attributable to this agreement will be billed by Polaris Consulting monthly and shall be due and payable by Client at the time of billing unless otherwise specified.
- Research, graphic, reproduction or printing costs not listed in proposal will be billed at cost.
- Outside fees including, but not limited to permits, application fees, recording fees, etc. not listed in proposal will be billed at cost.

Additional services not described in the Proposal will only be provided after the parties have executed a written addendum to this agreement. If services not specified above are requested, they will be provided as additional work at an hourly rate. Our hourly rates are \$150.00 per hour for office time and \$425.00 per hour for field time. This agreement may be terminated upon: (a) written notice from either client or Surveyor prior to any expenses being incurred on client's behalf; or (b) client's payment for expenses and services rendered up to the date of Surveyor's receipt of client's written notice to terminate.

SPECIFIC PROJECT CONDITIONS:

- Billing is based on ☐ fee schedule rates OR ☒ fixed fee proposal
- Consultation or coordination with client and third parties will be billed according to ☒ current fee schedule OR ☐ rate of \$_____ per hour.

ITEMS REQUIRED TO BE PROVIDED BY THE CLIENT:

☒ Right of entry provided hereby for performance of the survey and related activities.

☐ The following information shall be provided by client at no additional cost:

- | | | |
|---------------------------------------|---|--------------------------------|
| ☐ Title Report | ☐ Prelim. Title Report | ☐ Deeds |
| ☐ Control data | ☐ Other _____ | |

☐ A deposit of _____ is required prior to beginning the project.

☐ Other _____

Polaris Land Surveying, Inc.

by 

Lynn A. Kovach, President, PLS 5321

Client Name: _____

April 9, 2024

Date

Date



April 9, 2024

Michael J. Groves, AICP
Senior Principal
EMC Planning Group
601 Abrego Street, Monterey, CA 93940

MULTIUSE TRAIL AND BIKE LANE IMPROVEMENTS PROJECT PROPOSAL FOR PRELIMINARY ENGINEERING DESIGN SERVICES

Dear Mr. Groves:

Harris & Associates (Harris) is pleased to submit this proposal to EMC Planning Group (EMC) to provide preliminary engineering design services to support the Multiuse Trail and Bike Lane Improvements Project (Multiuse Trail Project) in the City of Sand City, California (City). Harris understands that EMC will lead the Multiuse Trail Project as the prime consultant. Harris will provide civil engineering design services as a subconsultant to EMC.

Harris is a 100% employee-owned company focused on helping communities solve today's complex challenges in asset management, funding, environmental compliance, civil engineering, and construction management. Our offices and project sites span the West Coast in California and Washington with a staff of over 200 employee owners focused on serving clients in the municipal, water, transportation, and education markets.

PROJECT UNDERSTANDING

The City has been working collaboratively with local stakeholders, including the Transportation Agency for Monterey County (TAMC) and Monterey-Salinas Transit (MST) during the development of the Multiuse Trail Project to enhance regional transportation through improved connectivity to the existing Monterey Bay Coastal Recreation Trail (MBCRT). The MBCRT stretches 18 miles, from Castroville in the north to Pacific Grove in the south, and provides ample opportunities for active transportation including walking, cycling, jogging, and skateboarding. In connecting to the MBCRT, the Multiuse Trail Project will further reduce motor vehicle emissions and Vehicle Miles Travelled (VMT).

The Multiuse Trail Project includes the development of an approximately one-mile new trail system that will complete a missing segment in the MBCRT from Playa Avenue at California Avenue in the north to Robert's Lake near Del Monte Boulevard in the south. The north end of the Multiuse Trail Project will connect to the planned MST SURF! Bus Rapid Transit Project (MST SURF! BRT). The Multiuse Trail Project includes a separate trail and parking within the existing TAMC Railroad (RR) right-of-way (ROW) and improved bike lane striping on California Avenue and Holly Street. The south portion extends beyond the city limits into the adjacent City of Seaside. The Multiuse Trail Project is shown in **Attachment A Limits of Work**.

The Multiuse Trail Project is proposed to consist of a 12-foot-wide path to accommodate pedestrian, bike, and other active transportation uses, as well as to provide a logical connection to the MST SURF! BRT, thereby improving regional access to transit. The proposed parking within the TAMC RR ROW will further enhance public access to the MST SURF! BRT and provide opportunities for Zero Emission Vehicle (ZEV) charging stations.

Harris understands that the City has been awarded grant funding to support the preliminary design phase of the Multiuse Trail Project from the Monterey Bay Air Resources District (MBARD) through the AB2766 Clean Air Management Program.

SCOPE OF SERVICES

Harris will provide engineering design services to support the preliminary design phase of the Multiuse Trail Project.

Phase 1 - Project Management

Task 1.1 Project Management

- A. Preparation and management of project scope, schedule, budget and resource management.
- B. Preparation of monthly invoices and progress reports.

Task 1.2 Meetings & Coordination

- A. Attend one (1) kick-off meeting with the design team and City.
- B. Attend up to six (6) meetings with the design team and City during the preliminary design phase.
- C. Attend up to three (3) meetings with stakeholders during the preliminary design phase.

Assumptions

- Meetings may be in-person or virtual. If in-person, meetings will occur at or near the project site or at city hall in Sand City, CA.
- Harris has budgeted up to one and one-half (1.5) hours per meeting to account for preparation and notes.
- EMC will lead meetings and prepare meeting agendas and meeting minutes for distribution to the design team.
- Design team includes EMC and other subconsultants related to the project. Stakeholders include other agencies such as TAMC, MST, City of Seaside, etc.

Deliverables

- Project management, monthly invoices and progress reports.
- Review and provide comment on draft meeting minutes prior to finalization and distribution.

Phase 2 – Information Gathering & Evaluation

Task 2.1 Information Gathering & Evaluation

- A. Gather and evaluate existing information related to the project including record (as-built) plans and plans by TAMC and/or MST for proposed and/or future improvements adjacent to or near the project.
- B. Request record utility information from utility companies for the project area.

Task 2.2 Field Investigation

- A. Perform up to two (2) site visits to review field conditions, take measurements and photos.
- B. Measurements may include roadway widths, existing improvements such as curb, gutter, sidewalk, driveways, signage and striping, medians, RR tracks, trees and vegetation, fences, structures, etc. as needed to support the preliminary design.
- B. Locate visible surface utilities including covers, manholes, vaults, and inlets within the project area.

Assumptions

- Harris has budgeted up to eight (8) hours for each site visit to account for travel time and walking the project alignment.
- Topographic survey (performed by others) will identify existing monumentation along the project alignment.

Deliverables

- Field measurements, photos, and notes.
- Copies of utility map request letters sent to utility companies, as applicable to the project.

Phase 3 – 30% Preliminary Plans & Estimate

Task 3.1 30% Preliminary Plans

- A. Preliminary plans will be prepared utilizing AutoCAD Civil 3D and based upon the topographic survey and mapping base map (prepared by others).

- B. Preliminary plans will show both existing and proposed conditions, improvements, visible surface utilities, ROW and easements.
- C. Existing utilities will be based upon the topographic survey (performed by others), utility maps provided by utility companies, and our field investigation. The locations and depths of underground utilities will not be located during this phase of work.
- D. The following civil sheet schedule is assumed for the preliminary plan set:

Title	Scale	No. of Sheets
Title Sheet	N/A	1
- Project Title, Sheet Index, Vicinity Map, Site/Location Map		
General Notes, Abbreviations, and Legend	N/A	1
Horizontal Control	1"=100'	2
Typical Sections	N/A	1
Plan and Profile	1"=20'	8
Plan Crossing Enlargements	1"=10'	2
Signing and Striping	1"=40'	4
Erosion and Sediment Control Plan	1"=100'	2
Construction Details	N/A	1
	Total	22

Task 3.2 30% Estimate

- A. Prepare quantity take-offs based on the preliminary design.
- B. Prepare cost estimate based on the preliminary design. Unit prices will be based on local/regional bids (as available) for projects of similar size and scope.

Task 3.3 Preliminary Stormwater Control Plan (SWCP)

- A. Prepare a preliminary SWCP as required by the Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (Resolution No. R3-2013-0032).
- B. The preliminary SWCP will identify the amount of new and/or replaced impervious surface area created by the project and the corresponding Performance Requirements.
- C. The preliminary SWCP will show the preliminary design of Stormwater Control Measures (SCMs) necessary to meet the PCR Performance Requirements and supporting calculations.
- D. The preliminary SWCP will be based on the City's latest adopted Stormwater Technical Guide and templates.

Task 3.4 Internal Quality Review

- A. An internal QA/QC review will be performed by a Director or Senior Project Manager, prior to submittal of the preliminary plans for review by others.

Assumptions

- The topographic survey (prepared by others) will be prepared to a level of accuracy sufficient to support the preliminary design and plan preparation and will include mapping of all existing ROWs and easements along the project alignment.
- Existing, available percolation test results for sites near the project will suffice for the preliminary design of SCMs.
- Trail lighting design and plans to be prepared by others.

Deliverables

- 30% Preliminary Plans in AutoCAD and Adobe PDF formats.
- 30% Estimate in Microsoft Excel and Adobe PDF formats.
- Preliminary Stormwater Control Plan in Microsoft Word and Adobe PDF formats.

ASSUMPTIONS AND EXCLUSIONS

In addition to the task specific assumptions listed above, this scope of work is based on the following general assumptions and exclusions:

1. EMC will provide overall direction.
2. Engineering design services for areas beyond the project limits as shown on Attachment A Limits of Work are not included in this scope of work.
3. Services beyond those described in this scope of work are not included.
4. A geotechnical investigation will not be required for the preliminary design phase. Harris assumes that existing geotechnical investigations and reports for sites near the project will suffice for the preliminary design phase.
5. Reporting and administration support related to the MBARD AB2766 grant will be performed by others and are not included in this scope of work.
6. Environmental compliance services to address California Environmental Quality Act (CEQA) requirements are not included in this scope of work.
7. Traffic and/or electrical engineering design services for trail lighting are not included in this scope of work.
8. Utility locating services are not included in this scope of work.

PROJECT SCHEDULE

Based on discussions with EMC, Harris assumes a six (6) to eight (8) month schedule beginning in May 2024 through October/December 2024. Harris will initial work upon approval of this scope of work and written Notice to Proceed (NTP).

PROPOSED FEES

Harris will provide the services described herein for an estimated fee of \$79,520 as shown in **Attachment B Fee Estimate** included with this proposal. If this Proposal meets with your approval, please sign and date below and return a copy for our records.

We look forward to providing our services in support of this important project and to working collaboratively with EMC. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
Harris & Associates, Inc.



Deborah L. Barr, PE
Sr. Engineering Manager
Tel. (530) 219-8691 ■
Email: Deborah.Barr@weareharris.com



Marie Santos, PE
Director of Transportation
Tel. (619) 481-5010 ■
Email: Marie.Santos@weareharris.com

Accepted:

Signature: _____
EMC Date

Print Name and Title: _____

Attachments:

- A – Limits of Work
- B – Fee Estimate



0 800 feet



City Limit



Potential Parking
Locations



Improved Bike Lanes



Connection to Monterey
Recreational Trail



MST SURF Line Station



Proposed Bike Trail Route

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 1



Proposed Multiuse Trail and Bike Lane Improvements

MST SURF Station



0 400 feet



City Limit



Potential Parking Locations



MST SURF Line Station
Proposed Location



Proposed Bike Trail Route

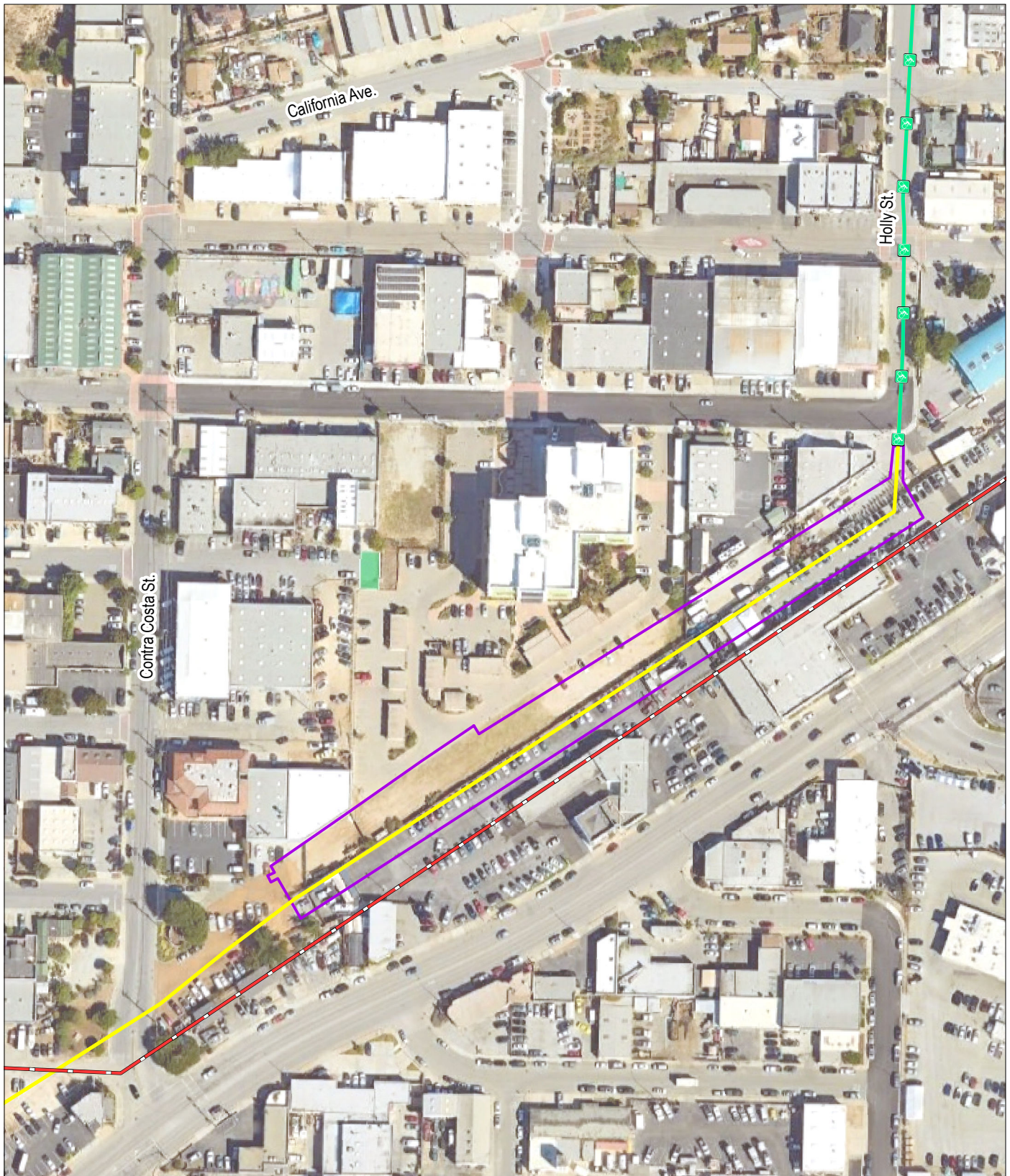
Source: Monterey County GIS 2023,
Google Earth 2023

Figure 2

Multiuse Trail Section 1

MST SURF Station





0 200 feet



City Limit



Potential Parking Locations



Proposed Bike Trail Route



Improved Bike Lanes

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 3

Multiuse Trail Section 2

MST SURF Station





0 250 feet



City Limit



Proposed Bike Trail Route



Connection to Monterey
Recreational Trail

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 4

Multiuse Trail Section 3

MST SURF Station





0 250 feet



City Limit



Potential Parking Locations



Improved Bike Lanes



Proposed Bike Trail Route

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 5

Bike Lane Improvements

MST SURF Station





ATTACHMENT B - FEE ESTIMATE
Multiuse Trail and Bike Lane Improvements Project

Date: 4/9/24

FEE ESTIMATE									
PHASES AND TASKS	Work Task or Item DESCRIPTION	Director		Sr. Project Manager I		Engineer III		TOTAL HOURS	TOTAL FEE
		\$ 300.00		\$ 265.00		\$ 150.00			
		HRS	COST	HRS	COST	HRS	COST		
1	PROJECT MANAGEMENT	8.0	\$ 2,400.00	80.0	\$ 21,200.00	16.0	\$ 2,400.00	104.0	\$ 26,000.00
1.1	Project Management	6.0	\$ 1,800.00	48.0	\$ 12,720.00	0.0	\$ -	54.0	\$ 14,520.00
1.2	Meetings & Coordination	2.0	\$ 600.00	32.0	\$ 8,480.00	16.0	\$ 2,400.00	50.0	\$ 11,480.00
			\$ -		\$ -		\$ -	0.0	\$ -
2	INFORMATION GATHERING & EVALUATION	4.0	\$ 1,200.00	16.0	\$ 4,240.00	42.0	\$ 6,300.00	62.0	\$ 11,740.00
2.1	Information Gathering & Evaluation	2.0	\$ 600.00	8.0	\$ 2,120.00	26.0	\$ 3,900.00	36.0	\$ 6,620.00
2.2	Field Investigation	2.0	\$ 600.00	8.0	\$ 2,120.00	16.0	\$ 2,400.00	26.0	\$ 5,120.00
			\$ -		\$ -		\$ -	0.0	\$ -
3	30% PRELIMINARY PLANS & ESTIMATE	20.0	\$ 6,000.00	52.0	\$ 13,780.00	140.0	\$ 21,000.00	212.0	\$ 40,780.00
3.1	30% Preliminary Plans	12.0	\$ 3,600.00	24.0	\$ 6,360.00	100.0	\$ 15,000.00	136.0	\$ 24,960.00
3.2	30% Estimate	4.0	\$ 1,200.00	16.0	\$ 4,240.00	24.0	\$ 3,600.00	44.0	\$ 9,040.00
3.3	Preliminary Stormwater Control Plan (SWCP)	2.0	\$ 600.00	4.0	\$ 1,060.00	16.0	\$ 2,400.00	22.0	\$ 4,060.00
3.4	Internal QA/QC	2.0	\$ 600.00	8.0	\$ 2,120.00				
	Reimbursables		\$				1,000.00		\$ 1,000.00
	Total Fee	32.0	\$ 9,600.00	148.0	\$ 39,220.00	198.0	\$ 29,700.00	378.00	\$ 79,520.00

Notes:

1. Sheet schedule assumed in proposal
2. Plans will be prepared at D-sheet (24"x36") size.
3. A request for an annual rate adjustment will be submitted in writing for approval. Written justification for the rate adjustment will be submitted each year in alignment with the executed agreement. Said proposed adjustment shall not exceed five percent (5%) or the current Consumer Price Index (CPI) for the region; the larger of the two will govern.



AB2766 Clean Vehicle Program Application

City of Sand City Proposed Multiuse Trail and Bike Lane Improvements

Vibeke Norgaard, City Manager (vibeke@sandcityca.org)

June 30th, 2023

Dear Committee Members,

Please find our enclosed proposal for the AB2766 Clean Vehicle Program to support the planning and design of a future trail and bike land improvements within the City of Sand City. The proposed project would consist of an approximately one mile new multiuse (pedestrian and bike) trail system and improvements to existing bike lane as described below.

- 0.3-mile bike trail and potential parking extending from the future MST SURF station at Playa Avenue and California Avenue along the Transportation Agency for Monterey County (TAMC) corridor to the Graniterock Construction property;
- 0.3-miles of improved bike lane stripping along California Avenue from Tioga Avenue to Holly Street and along Holly Street to Ortiz Avenue;
- 0.2-mile bike trail and potential parking extending along the TAMC corridor from the corner of Holly Street and Ortiz Avenue to Contra Costa Street; and
- 0.2-mile bike trail extending along the TAMC corridor within the City of Seaside to connect to the existing Monterey Bay Coastal Trail at the corner of Del Monte Boulevard and Canyon Del Rey Boulevard.

The goal of the project is to enhance regional transportation through improving connectivity to existing trail system and the future MST SURF line in an effort to promote opportunities for active transportation and minimize motor vehicle emissions through a reduction in vehicle trips. The funding requested would support all necessary planning and design, including project oversight, environmental review, engineering, and conceptual design, required for the future implementation of the project.

SIGNATURE:

DATE:

June 30, 2023

Vibeke Norgaard, City Manager

City Hall
1 Pendergrass Way
Sand City, CA
93955

Administration
(831) 394-3054

Planning
(831) 394-6700

FAX
(831) 394-2472

Police
(831) 394-1451

FAX
(831) 394-1038

Incorporated
May 31, 1960

AB2766 Clean Vehicle Program Application

06/30/23



Prepared by
EMC Planning Group

Table of Contents

1.0 INTRODUCTION	1-1
Project Description.....	1-1
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Environmental Planning and Project Oversight	2-13
Preliminary Engineering and Aerial Survey	2-14
Project Team	2-15

Appendices

Appendix A	Letters of Support
Appendix B	VMT Reduction Calculation
Appendix C	Quantifying Reductions in VMT

1.0 Introduction

Thank you for your consideration of the City of Sand City “the City”, for the AB2766 Clean Vehicle Program (CAMP) to support the planning and design efforts for the proposed multiuse trail and bike lane improvements within the City. The City has been working closely with local stakeholders, such as the Transportation Agency for Monterey County (TAMC) and the Monterey-Salinas Transit (MST), to develop a project design that enhances regional transportation through improved connectivity of the existing trail system in an effort to promote opportunities for active transportation and minimize motor vehicle emissions through vehicle trip reduction. Letters of support from stakeholder agencies are included in [Appendix A, Letters of Support](#). Funding provided through the CAMP grant would support the necessary planning and design, including project oversight, environmental review, engineering, and conceptual design, required for the future implementation of the project.

Project Description

The proposed project involves the development of an approximately one-mile new trail system that would provide an extension from the existing Monterey Bay Coastal Trail at Del Monte Boulevard and Canyon Del Rey Boulevard to the future MST SURF! Bus Rapid Transit station located at Playa Avenue and California Avenue. The project includes of two primary components; 1) implementation of a new multiuse trail system and parking in the TAMC railway corridor, and 2) improved bike lane stripping at California Avenue and Holy Street, as shown in [Figure 1, Proposed Multiuse Trail and Bike Lane Improvements](#).

Multiuse Trail System

The multiuse trail system would consist of a 12-foot-wide path to accommodate both pedestrian and bike traffic providing residents with opportunities for active transportation, as well as provide a logical connection to the MST SURF!, improving regional access to transit. The proposed parking within the TAMC railway corridor would further enhance public access to the MST SURF! station, providing a safe first and last mile for transit riders while reducing vehicle trips through promoting alternative forms of transportation.

In an effort to minimize conflict with the existing property leases, proposed multiuse trial system would take place within three sections of the TAMC railway corridor. These trail sections are described below:

- 0.3-mile bike trail and potential parking extending from the future MST SURF station at Playa Avenue and California Avenue along the Transportation Agency for Monterey County (TAMC) corridor to the Graniterock Construction property, [Figure 2, Multiuse Trail Section 1](#);
- 0.2-mile bike trail and potential parking extending along the TAMC corridor from the corner of Holly Street and Ortiz Avenue to Contra Costa Street, [Figure 3, Multiuse Trail Section 2](#); and
- 0.2-mile bike trail extending along the TAMC corridor within the City of Seaside to connect to the existing Monterey Bay Coastal Trail at the corner of Del Monte Boulevard and Canyon Del Rey Boulevard, [Figure 3, Multiuse Trail Section 3](#).

Bike Lane Improvements

The bike lane improvements would extend approximately 0.3-miles along California Avenue from Tioga Avenue to Holly Street and along Holly Street to Ortiz Avenue, [Figure 4, Bike Lane Improvements](#). These improvements would include enhance bike lane striping on California and Holly Street in an effort to maintain regional trail connectivity while bypassing existing leased property within the TAMC railway corridor and eliminating the need for extension demolition to facilitate the project.

Project Cost

[Table 1, Project Cost](#), provide a general overview of the estimated cost associated with the project cost.

Table 1-1 Project Costs

Task	Estimated Cost
Planning and Project Oversight	\$55,000
Environmental Review	\$95,000
Preliminary Civil Engineering Design	\$115,000
Aerial Survey	\$35,000
Total	\$300,000

SOURCE: EMC Planning Group 2023, Harris & Associates 2023



0 800 feet



City Limit



Potential Parking Locations



Improved Bike Lanes



Connection to Monterey Recreational Trail



MST SURF Line Station



Proposed Bike Trail Route

Source: Monterey County GIS 2023, Google Earth 2023

Figure 1



Proposed Multiuse Trail and Bike Lane Improvements

MST SURF Station

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0 400 feet



City Limit



Potential Parking Locations



MST SURF Line Station
Proposed Location



Proposed Bike Trail Route

Source: Monterey County GIS 2023,
Google Earth 2023

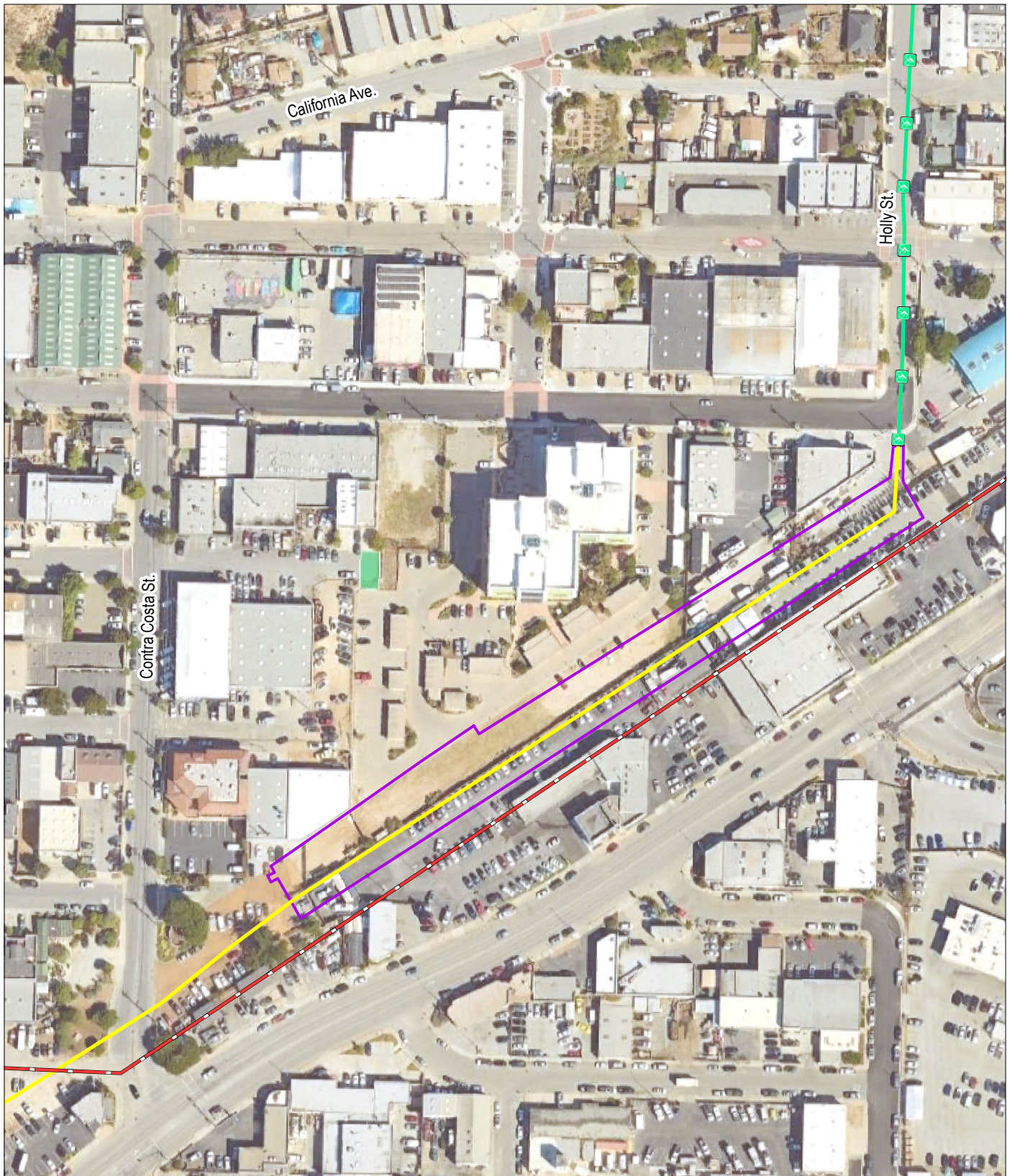
Figure 2

Multiuse Trail Section 1

MST SURF Station



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Source: Monterey County GIS 2023,
Google Earth 2023

Figure 3

Multiuse Trail Section 2

MST SURF Station



0 200 feet



City Limit



Potential Parking
Locations



Proposed Bike Trail Route



Improved Bike Lanes



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0 250 feet



City Limit



Proposed Bike Trail Route



Connection to Monterey
Recreational Trail

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 4

Multiuse Trail Section 3

MST SURF Station



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0 250 feet



City Limit



Potential Parking Locations



Improved Bike Lanes



Proposed Bike Trail Route

Source: Monterey County GIS 2023,
Google Earth 2023

Figure 5

Bike Lane Improvements

MST SURF Station



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2.0 Scope of Work

Environmental Planning and Project Oversight

- 1.1 Project Management/Administration/Consultation: This task includes project contract execution, management of project documentation/billing necessary for CAMP grant requirements, preparation of project files, monitoring of the project budget, consultation with the client, and coordination of personnel.
- 1.2 Kick-Off Meeting: The project manager will attend a kick-off coordination meeting with project stakeholders to discuss the project description and plans, schedule, public controversy (if any), potential significant biological impacts and appropriate mitigation strategy, cultural resource issues, cumulative impacts in relation to other recreational projects in the region, etc.
- 1.3 Research and Development: Staff will review applicable policies, plans, and regulatory standards (as applicable), as well as all other documentation available regarding the project site and/or projects that have been proposed in the site vicinity. This includes the project description, application form, environmental information form, and existing permits. Any questions will be discussed with BSLT and California State Parks staff.
- 1.4 Traffic Analysis: EMC Planning Group will provide a traffic analysis summary based on the traffic analysis based on local trip values, as well as trip reduction rate based on an assessment completed by Harris & Associates.
- 1.5 Cultural Resources Treatment Plan: A Cultural Resources review will be prepared by EMC Planning Group. The Cultural Resources Treatment Plan will be developed in compliance with CEQA.
- 1.6 Greenhouse Gas Emissions and Air Quality Analysis: EMC Planning Group will prepare a greenhouse gas (GHG) emissions and air quality analysis for the proposed project consistent with the methodology recommendations of the Monterey Bay Unified Air Pollution Control District. Availability of parking for a new trail will generate vehicle trips, as the trail would be a new recreation destination. New vehicle trips are assumed to be the only source of GHG emissions during the long-term “operation” of the proposed recreation facility. Construction impacts will also be evaluated.
- 1.7 Biological Resource Analysis: A biological reconnaissance field survey will be conducted by EMC Planning Group biologists to document existing plants and wildlife, and evaluate the potential for the site to support special-status biological resources with potential to be impacted by the

proposed project. This scope assumes that one site visit will be sufficient for biological resources assessment and IS/MND preparation. The scope does not include focused surveys for any special-status species or a delineation of wetlands/waterways.

1.8 Draft Initial Study: EMC Planning Group will prepare the draft Initial Study for the parking area project components, and develop appropriate mitigation measures and proposed conditions of approval and submit to the BSLT and California State Parks for comment.

1.9 Screen check Initial Study/Mitigated Negative Declaration: EMC Planning Group will revise the draft Initial Study based upon stakeholder comments, and then produce the screen check Initial Study and a Proof Draft Mitigated Negative Declaration for final review.

1.10 Public Review Initial Study/Mitigated Negative Declaration: EMC Planning Group will prepare the public review Initial Study and Mitigated Negative Declaration, and provide thirty (30) hard copies and one (1) electronic copy to staff. EMC Planning Group will prepare a notice of intent to adopt a Mitigated Negative Declaration and a notice of completion for staff to submit to the State Clearinghouse along with the documents.

1.11 Response to Comments/Mitigation Monitoring and Reporting Program/Notice of Determination: EMC Planning Group will review comments received during public review period, and meet with project stakeholders to determine any necessary response to comments. EMC Planning Group will prepare draft and final responses to comments and a Mitigation Monitoring and Reporting Program for review and comment by staff. This scope of work assumes that no more than ten (10) comment letters would be received and that responses to the comment letters would not require additional analysis. EMC Planning Group will prepare a Notice of Determination.

Preliminary Engineering and Aerial Survey

Preliminary engineering will consist of an aerial survey for the project corridor sufficient in detail to support the design of the proposed project improvements and the preparation of preliminary plans. The preliminary plans are anticipated to include, but not limited to: Title Sheet, General Notes and Legend, Survey and Horizontal Control, Typical Cross Sections, Demolition Plans, Layout Plans, Construction Details, Signing & Striping Plans, Electrical Plans, Landscaping & Irrigation Plans. The plans will be prepared in sufficient detail to share with project stakeholders for input, comment, and coordination.

Project Team

EMC Planning Group is a full-service interdisciplinary environmental planning and design firm located in Monterey. We are a Certified Green Business, and specialize in community planning, design, permitting and regulatory compliance, municipal staff support, CEQA and NEPA compliance, climate change analysis, and biological resource analysis, permitting, and monitoring. Since our inception in 1978, EMC Planning Group has been guided by exceptional commitment to clients and to client satisfaction. Our firm has earned a reputation for being responsive, attuned to client needs, skilled in developing and implementing strategies to meet client goals, and producing quality products.

For this project, EMC Planning Group will be teaming with the City's contract city engineer (Harris & Associates). The Preliminary Engineering Phase will consist of an engineering design and land surveying consultants. The City of Sand City will utilize its contract city engineer (Harris & Associates) or another engineering consultant for the preliminary engineering design and its contract city surveyor (Polaris Consulting) for land surveying.

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Letters of Support



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VMT Reduction Calculation



Quantifying Reductions in Vehicle Miles Traveled from New Bike Paths, Lanes, and Cycle Tracks

Summary Report

California Climate Investments Quantification Methods Assessment
California Air Resources Board
Agreement #16TTD004

Prepared by:
Jamey Volker with Susan Handy, Alissa Kendall and Elisa Barbour
Institute of Transportation Studies, University of California, Davis



March 25, 2019

Background

Under California's Cap-and-Trade program, the State's portion of the proceeds from Cap-and-Trade auctions is deposited in the Greenhouse Gas Reduction Fund (GGRF). The Legislature and Governor enact budget appropriations from the GGRF for State agencies to invest in projects that help achieve the State's climate goals. These investments are collectively called California Climate Investments. Senate Bill (SB) 862 requires the California Air Resources Board (CARB) to develop guidance on reporting and quantification methods for all State agencies that receive appropriations from the GGRF. CARB may review and update quantification methodologies, as needed.

To date, multiple California Climate Investments programs have offered funding for new bicycle paths or lanes¹ (CARB, 2016, 2017, 2018, 2019). CARB developed quantification methodologies to provide project-level greenhouse gas (GHG) emission reduction and co-benefit estimates for administering agencies to use when selecting projects for funding. To measure GHG emission reductions from new bike paths and lanes, CARB relies on a method it published with the California Department of Transportation (Caltrans) in 2005 for evaluating motor vehicle fee registration projects and congestion mitigation and air quality improvement (CMAQ) projects (CARB, 2016, 2018, 2019; CARB & Caltrans, 2005).

This report summarizes outcomes from a literature review to determine whether and how the CMAQ methods could be modified to better reflect emerging data and methods for estimating reductions in vehicle miles traveled (VMT) from new bike facilities, the first step in estimating GHG emission reductions.² The report also proposes an alternative VMT reduction quantification method based on existing bicyclist counts along the project corridor.

The current VMT reduction estimation equation uses five inputs: (1) days per year of facility use, (2) average annual two-way daily vehicular traffic on a road parallel to the proposed facility, (3) an adjustment factor, (4) an activity center credit, and (5) bike trip length. Our report reviews only those inputs—or the components of inputs—whose values are clearly derived in the methodology documentation, specifically the facility use factor, bike trip length, and the mode share and facility-level bicycle ridership change values used to calculate the adjustment factors. The report also reviews the merits of correcting for bike trip type—utilitarian versus recreational. The report does not probe the activity center credit values because it is unclear how they were derived.

¹ The new bike paths and lanes category of projects includes "Bicycle paths (Class I), bicycle lanes (Class II), or separated bikeways (Class IV) that are targeted to reduce commute VMT and other auto travel," with emissions "reduced by replacing auto trips with bicycle trips" (CARB, 2016).

² The full list of literature reviewed is provided in the section I of the accompanying technical documentation.

Summary of Current Quantification Method

CARB's current method estimates VMT reductions from new Class I (bike path), II (bike lane) and IV (cycle track) bicycle facilities (CARB, 2016, 2018, 2019). CARB does not currently include Class III facilities (bicycle boulevards) in its VMT reduction quantification method, or distinguish Class IV facilities that replace auto travel lanes or parking from those that replace existing Class II bike lanes. CARB's current method estimates the annual VMT reductions from new bicycle facilities using Equation 1 (CARB, 2016 [B-1], 2018 [26], 2019 [16]):

Equation 1: Auto VMT Reductions (current method)

$$\text{Auto VMT Reduced} = (D) * (ADT) * (A + C) * (L)$$

Where,

		Units
<i>D</i>	= days of use per year (default is 200 days)	Days
<i>ADT</i>	= annual average two-way daily vehicular traffic on parallel road (project-specific data, with a maximum of 30,000)	Trips/day
<i>A</i>	= adjustment factor (table lookup value)	-
<i>C</i>	= activity center credit (table lookup value)	-
<i>L</i>	= bike trip length (1.8 miles/trip in one direction)	Miles/trip

The multi-component adjustment factor uses mode share and facility-level bicycle ridership change data and assumptions to estimate how much of the measured ADT would be converted to bicycle trips after bicycle facility installation. The adjustment factors “were derived from a limited set of bicycle commute mode split data for cities and university towns in the southern and western United States,”³ then multiplied by 0.7 to “estimate potential auto travel diverted to bikes,” and again by a 0.65 “growth factor” to “estimate the growth in bicycle trips from construction of the bike facility” (CARB & Caltrans, 2005 [31]). However, it is unclear from the method documentation what portion of the cited mode split data was used to calculate the adjustment factors, and how it was used to create different factors by ADT and bicycle facility length.

The activity center credit is an accessibility proxy that increases the adjustment factor for bike facilities that are closer to more “activity centers,” like banks, churches, hospitals, light rail stations, office parks, post offices, public libraries, shopping areas, grocery stores, or schools and universities (CARB, 2016 [B-2], 2018 [28], 2019 [17]). It is unclear how the activity center credits were derived, as there is no documentation for this component of the method.

³ As compiled by the Federal Highway Administration in its 1992 National Bicycling and Walking Study.

Key Report Findings

The literature reviewed in the report indicates a need to update multiple factors in CARB's existing equation for estimating VMT reductions from new bicycle facilities. The report findings include:

- The 0.65 “growth rate” for cycling trips following new facility construction that the current quantification method uses may be low. Recent research indicates the growth rate may be closer to 1.0 for Class I bike paths, Class II bike lanes, and Class IV cycle tracks that do not replace existing Class II facilities. However, the growth rates may be lower for Class IV facilities that replace existing bike lanes (possibly closer to 0.6) and Class III bike boulevards (possibly closer to 0.3 or 0.4) (City of Toronto, 2001; Cohen et al., 2008; Dill et al., 2014; Fitzhugh et al., 2010; Goodno et al., 2013; Gudz et al., 2016; Matute et al., 2016; Monsere et al., 2014; Sallaberry, 2000).
- Methods exist for more accurately accounting for temporal variation in cycling levels than by assuming a new bicycle facility would be used a limited number of days per year (National Bicycle and Pedestrian Documentation Project, 2009; Nordback & Sellinger, 2014).
- The average bicycle trip length for all trips could be updated from the baseline 1.8 miles used in the current quantification method, based on more recent and/or California-specific data (Caltrans, 2013).
- Most of the cyclists riding on new facilities who did not take the same route prior to facility installation switch from other bicycle routes rather than from other travel modes. The available data indicate an overall stated substitution rate (from any non-cycling travel mode) of between 0.2 and 0.3, and an auto substitution rate of about 0.1, meaning that about 10 percent of the new bicycle trips replaced driving trips (Matute et al., 2016; Monsere et al., 2014; Thakuriah, Metaxatos, Lin, & Jensen, 2012).
- Nearly half of bicycle trips nationally are made for recreational purposes (Kuzmyak & Dill, 2012). The current quantification method does not fully exclude recreational trips from its VMT reduction calculus. And at least one recent study indicates that bike facilities do influence people's choice to bicycle instead of drive for recreational purposes (Matute et al., 2016). Nonetheless, if desired, decrementing the VMT reduction estimate by the percentage of recreational trips provides a more conservative estimate.
- A possible method is presented to project VMT reductions from new bicycle facilities based on existing bicycle counts, without using vehicular ADT. One reason to rely on bicycling count data rather than vehicular ADT is that using vehicular ADT assumes that higher auto volumes correlate to higher bicycling volumes, which is often not the case. Another reason is that

pre-facility-installation bicycle counts appear to be a reasonably reliable predictor of post-installation counts (Matute et al., 2016). In addition, there is a growing body of literature on the auto substitution rate for cyclists using a new facility and route, as well as average bicycle trip lengths.

Table 1 summarizes the values used in the current quantification method that could be directly updated based on the literature reviewed in the report. The next section presents the alternative quantification method.

Table 1. Summary of Potential Updates to Current Quantification Method Values

Method Input	Current Value	Updated Value
Bicycle Trip Growth Rate	0.65	1.0
Bicycle Trip Length	1.8 miles	1.5 miles
Auto-Bike Substitution Rate	0.7	0.1 ⁴

Alternative Quantification Method

Bike counts at locations within Sand City were used for this calculation.

Estimating VMT reductions from new bicycle facilities without vehicular ADT begins with obtaining bike counts on the route for the proposed facility (or an adjacent route, if no road or path currently exists where the facility is proposed to run). The short-duration ridership counts must then be converted to average annual daily bike trips using a temporal and seasonal adjustment factor. Post-installation bike ridership can then be estimated from that initial adjusted count using a growth factor based on ridership studies. The growth factor can be adjusted based on facility type and length, although more facility-specific data is needed. Multiplying that new ridership estimate by an average trip length yields new bicycle miles traveled from adding a bike facility. Not all of those new bicycle trips replace vehicle trips, however. Further adjustment is needed, including an auto-bicycle substitution rate, a carpool factor (not every vehicle trip has just one occupant) and, to be conservative, a trip type factor (recreational bike trips may be less likely than utilitarian bike trips to replace auto trips).

Equation 2 is one potential bicycle-count-based method.

This equation was used to calculate reduction in Vehicle Miles Traveled (VMT) for the Project.

⁴ This could be adjusted to correct for carpooling (not all bicyclists who would have made the same trip by car would have done it alone) by dividing the substitution rate (or total number of substituted trips) by the average vehicle occupancy rate (average number of people per auto) used by Caltrans (1.15) (Caltrans, 2016).

This equation was used to calculate reduction in Vehicle Miles Traveled (VMT) for the Project.

Equation 2: Auto VMT Reductions (alternative method)

$$\text{Auto VMT Reduced} = (D) * (BC) * (S) * (GF) * (AS) * (C) * (T) * (L)$$

Where,

			Units
<i>D</i>	=	days of use per year (default is 365 days, since counts can be adjusted seasonally)	Days/year
<i>BC</i>	=	average hourly (or daily) bicycle count (counts taken on the street to be improved with the bike facility, or, in the case of a facility not on an existing street, a parallel street)	Trips/day
<i>S</i>	=	seasonal adjustment factor (adjusts bicycle count to annual average daily bicycle trips)	-
<i>GF</i>	=	growth factor (expected rate of increase in bicycle count, e.g. 1.0 for a 100% increase in trips on the route)	-
<i>AS</i>	=	automobile substitution rate (expected rate at which cyclists who did not bike on the same route prior to bicycle facility installation switched from driving, or being driven in, an automobile to cycling)	-
<i>C</i>	=	carpool factor (default is 1/1.15, to reflect the California average number of vehicle trips per person trips by personal auto)	-
<i>T</i>	=	trip type factor (optional inclusion for conservative estimates; default is 0.506)	-
<i>L</i>	=	bike trip length (default is 1.5 miles/trip in one direction)	Miles/trip

Values for the first two variables, *D* and *BC*, would be provided by the funding applicant. *D* would have a default of 365, but it could be changed based on local conditions and the type of seasonable adjustment factor used.

The seasonal adjustment factor, *S*, could use local data where available. But to ensure continuity in application across California, the National Bicycle and Pedestrian Documentation Project's adjustment factors can be used in the interim (National Bicycle and Pedestrian Documentation Project, 2009).

The growth factor, *GF*, could be approximated based on the findings from the count-based studies reviewed in the full report. As discussed, it appears from the literature that a uniform, facility-agnostic growth rate around 1.0 could be appropriate. The literature also indicates at least some correlation between facility length and ridership increases (at least for Class IV cycle tracks), but more research is needed to clarify the facility length-ridership relationship.

The auto substitution factor, *AS*, could be based on the available data discussed above, which indicate an auto substitution rate of about 0.1. However, the auto substitution factor should be adjusted to account for carpooling (not all bicyclists who would have made the same trip by car would have done it alone).

The carpool factor, *C*, corrects for that, by dividing the total number of substituted trips by the average vehicle occupancy rate (average number of people per auto) used by Caltrans (1.15) (Caltrans, 2016).

The (optional) trip type factor, T , is included to correct for the fact that bike trips that are purely for exercise, sport or recreation are not as likely to substitute for auto trips as utilitarian bike trips. The default value for T is based on the combined share (49.4%) of bicycle trips made for “vacation” (2.1%) or “other social or recreational” (47.3%) purposes, taken from the 2009 National Household Travel Survey (Kuzmyak & Dill, 2012). The default value is the percentage of all other (non-vacation, social or recreational) trips, calculated as $1 - 0.494 (=0.506)$. This approximation of commute and utilitarian trip share is likely conservative, however. Furthermore, the auto substitution factor already accounts for recreational ridership (Matute et al., 2016; Monsere et al., 2014; Thakuriah et al., 2012).

The trip length factor, L , is based on the average length of bicycle trips taken for any purpose, using the default 1.5-mile average from most recent California Household Travel Survey data.

Ease of Applying the Alternative Quantification Method

To gauge how easy it would be to use the alternative quantification method, jurisdictions’ housing projects that received funding from the Affordable Housing and Sustainable Communities program or Active Transportation Program were surveyed about the type, timing and location of their bicycle and vehicular counts, and who conducted the counts. The bicycle and vehicular count information available online for the jurisdictions was also reviewed. The results, along with the insights from the case study presented in the technical documentation, indicate that the alternative quantification method would be at least as easy to use as the existing method, for at least two reasons.

First, once a funding applicant has the requisite hourly (or daily) bicycle count data or vehicular ADT, the alternative quantification method can be applied more quickly than the existing method. Default values are available for all other factors in the alternative method besides the bike count. The existing method, on the other hand, requires the potentially time-consuming identification and documentation of all the “activity centers” within $\frac{1}{2}$ -mile and $\frac{1}{4}$ -mile buffers of the planned bicycle facility.

Second, in many jurisdictions it may be just as easy for a funding applicant to obtain the requisite hourly bicycle count data as the necessary vehicular ADT. Most of the jurisdictions for which information was obtained about their bike and auto traffic data collect bike counts at dozens of locations, most updated at least annually. Multiple jurisdictions also collect at least some bike count data using continuous counters, while multiple others are planning to either expand or initiate continuous bike count programs. And many of the surveyed jurisdictions have bike count data for nearly as many locations as automobile counts.

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Quantifying Reductions in VMT

C

APPENDIX

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City of Sand City
Multiuse Trail and Bike Lane Improvements Project
AB2766 Clean Air Management Program (CAMP)

Quantifying Reductions in Vehicle Miles Traveled from New Bike Paths, Lanes, and Cycle Tracks
California Climate Investments Quantification Methods Assessment
Document Date: March 25, 2019

Alternative Quantification Method

Equation 2: Auto VMT Reductions

Date Prepared: 6/30/23

$$\begin{aligned}\text{Auto VMT Reduced} &= 2248 \text{ } D * BC * S * GF * AS * C * T * L \\ D &= 365 \text{ days of use per year (days/year)} \\ BC &= 119 \text{ average hourly (or daily) bike count (trips/day)} \\ S &= 0.593 \text{ season adjustment factor - adjust bicycle count to annual average daily trips} \\ GF &= 1.0 \text{ growth factor} \\ AS &= 0.1 \text{ automobile substitution factor} \\ C &= 1.15 \text{ carpool factor} \\ T &= 0.506 \text{ trip type factor} \\ L &= 1.5 \text{ bike trip length (miles)}\end{aligned}$$

Conclusion: **The Project is estimated to result in an annual reduction of Vehicle Miles Traveled (VMT) of 2,248 miles.**

**AGENDA ITEM
10E.**

**Approve a Resolution Authorizing the City
Manager to Enter Into a Contract with
EMC Planning Group Inc to Revise the
City's Municipal Code to Reflect 6th Cycle
Housing Element Programs**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Municipal Code Updates
DATE: April 16, 2024

BACKGROUND/DISCUSSION:

The city is nearing completion of the 6th cycle Housing Element. The city submitted revisions to the Department of Housing and Community Development (HCD) in response to the HCD's December 21, 2023 letter on February 28, 2024. A response from HCD is anticipated by April 29, 2024. Next steps include Council adoption of the document, assuming the city receives a letter of "substantial compliance" from HCD on or before April 29, 2024, and submission of the Housing Element to HCD for certification.

Based on the current Housing Element draft, a number of revisions to the city's zoning code were identified in order to accommodate the city's Regional Housing Needs Allocation of 260 units and reflect current state laws. EMC Planning Group has provided a detailed scope of work and budget in the amount of \$169,251.00 to perform this work (attached). The work is anticipated to take several months and will require Council adoption of any proposed amendments prior to implementation.

EMC is currently contracted with Sand City to perform general planning staff services and is familiar with the city's Municipal Code. Additionally, EMC has experience revising Municipal Codes to bring them into conformance with adopted documents and is well positioned to perform this work.

CEQA:

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

FISCAL IMPACT:

The current FY 23-24 budget includes funds in the General Fund to perform this work.

RECOMMENDATION:

Approve a contract with EMC Planning Group in the amount of \$169,251.25 to perform work associated with updating the Municipal Code.

ATTACHMENTS:

1. Resolution
2. Contract Between Sand City and EMC Planning Group

**CITY OF SAND CITY
RESOLUTION SC 24-_____,2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMC
PLANNING GROUP INC TO REVISE THE CITY’S MUNICIPAL CODE TO REFLECT
6TH CYCLE HOUSING ELEMENT PROGRAMS**

WHEREAS, cities in California are required to routinely update the Housing Elements of their General Plans every eight years, which is subject to review and approval by the California Department of Housing and Community Development (HCD); and

WHEREAS, Sand City’s Housing Element update for the 6th Cycle prepared by EMC Planning Group Inc., (EMC) is approaching completion and includes programs which require revisions to the city’s Municipal Code to accommodate the city’s Regional Housing Needs Allocation (RHNA) of 249 units and to reflect new state laws; and

WHEREAS, EMC Planning Group Inc., (EMC), has prepared a scope of work and budget as referenced in Exhibit “A” of this resolution; and

WHEREAS, EMC has extensive Planning, Municipal Zoning Code and CEQA documentation experience over the past 45 years and is involved in general planning services for the city; and

WHEREAS, On the basis of the foregoing recitals, EMC Planning Group, Inc. is uniquely qualified to implement the Municipal Zoning Code Revisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the City Manager to enter into a contract, in substantially in the same form as that attached hereto as Attachment 1, subject to the approval of the City Attorney, and in an amount not to exceed **\$169,251.255** with EMC Planning Group, Inc. to prepare Municipal Zoning Code revisions and CEQA documentation, to the Sand City Municipal Code.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 16th day of April 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Kerry Lindstrom, City Clerk

Attachments:

Exhibit A: Contract Between Sand City and EMC Planning Group

RESOLUTION ATTACHMENT 1
Resolution SC 24- (2024)

CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP FOR
MUNICIPAL CODE AMENDMENTS

This Agreement made this 16th day of April, 2024 (the “Effective Date”), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as “CITY”, and EMC Planning Group Inc., a California Corporation, hereinafter referred to as “CONSULTANT” (together referred to the “Parties”).

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end April 30, 2027 or upon completion of the Scope of Services described herein, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount, which includes a 15% contingency, shall not exceed one hundred and sixty-nine thousand two-hundred and fifty-one dollars and twenty-five cents (\$169,251.25) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner 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. In no event shall such sum exceed one hundred and sixty-nine thousand two-hundred and fifty-one dollars and twenty-five cents (\$169,251.25) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
- a. Immediately terminate the Agreement
 - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
 - c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

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

other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY

is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY:	City of Sand City 1 Pendergrass Way Sand City, CA 93955 Attention: Vibeke Norgaard, City Manager
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To CONSULTANT:	EMC Planning Group, Inc. 601 Abrego Street Monterey, CA 93940 Attention: Michael Groves, Senior Principal
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XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT except as expressly set forth in the scope of services. 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

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

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.



Planning for Success.

February 9, 2024

Vibeke Norgaard, J.D.
City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Municipal Zoning Code and General Plan Updates

Dear Vibeke,

EMC Planning Group understands the City is initiating the FY 2024-25 budget process and an estimate to update the City's Municipal Zoning Code was requested for work planning and budgeting purposes. The attached scope of work and associated budget of approximately \$147,000 for the City of Sand City is based on Municipal Zoning Code with amendments identified in the 6th Cycle Housing Element and a CEQA Exemption. If an Initial Study is determined to be necessary, an amendment will be required. A contingency of 15% is also suggested which brings the estimated budget to approximately \$170,000.

The work spans FY 2024-25 through FY 2027-28 but is primarily front-loaded in the two upcoming fiscal years to comply with Housing Element timelines. For budgeting purposes EMC suggests an annual budget of \$85,000 over the course of two years to complete the Municipal Zoning Code update.

The Zoning Code budget assumes EMC staff will prepare the following:

- A Zoning Code Update that incorporates Housing Element programs adopted by the City and certified by HCD, along with other minor revisions needed for consistency;
- Prepare notices and send for publication on various public hearing items; and,
- Draft an adoption ordinance, staff reports, findings and evidence and associated materials for City Council consideration.

We assume all materials will be reviewed by the City Manager and City Attorney prior to being considered by Council.

In terms of the General Plan, as stated in EMC's November 18, 2022 memo (attached) a budget range of \$650,000 to \$750,000 for the General Plan Update (GPU) and associated CEQA documentation, would suggest an annual set aside of \$220,000 to \$300,000 over the course of 3 years. We also suggest a 10 – 15 percent contingency on that overall budget, at the discretion of the City Staff, which would add \$22,000 to \$45,000 annually over three years.

The GPU and Zoning Code would need to incorporate the previous work completed with the Vibrancy Plan, West End Parking Plan and the Objective Design and Development Standards currently under development.

EMC Planning Group looks forward to continuing to support Sand City's Planning efforts. We value our on-going relationship with Sand City and envision the city making great strides in implementing their vision and plans over the next several years.

Sincerely,

A handwritten signature in black ink, appearing to read "M.J. Groves", with a long, sweeping horizontal line extending to the right.

Michael J. Groves, AICP
President/Senior Principal

6th Cycle Housing Element - Sand City Municipal/Zoning Code Amendments

FY 2024 – 2025

Definitions Revisions

Program 3.E – Implementation timeframe: June 2025

- In order to comply with State law, the City will amend the Zoning Code definitions to include the definition for “Low Barrier Navigation Center” and allow it as a permitted use in the PF zoning district.

Program 3.J – Implementation timeframe: June 2025

- In compliance with State requirements and the Employee Housing Act, the City of Sand City will amend the Zoning Code to include a definition for employee housing that permits employee housing for six or fewer employees to be treated as a single- family structure and permitted in the same manner as other dwellings within the R-1, R-2 and R-3 zoning districts.

Program 3.K – Implementation timeframe: June 2025

- Clarify and expand the definition of residential care facilities to include “group homes” and “sober living homes;”
- Amend the definition of “family” so that it does not distinguish between related and unrelated persons and does not impose limitations on the number of people that may constitute a family; and
- Expand the definition of residential care facilities to permit larger group homes that provide licensable services to seven (7) or more residents.

General Changes to the Municipal/Zoning Code

Program 1.C – Implementation timeframe: December 2024

- Implement West End Housing Diversity Overlay
 - Apply the MU-P incremental density bonus dependent on lot size, as a single standard that grants to MU-P lots of any size a 250 percent density bonus (81 dwelling units/acre);
 - Assistance with lot consolidation;
 - Discretionary setbacks shall be eliminated and replaced with specific setback dimensions, including reducing front and side setbacks to zero to encourage a variety of multi-family

housing types including townhomes and apartments per Government Code Section 65583 and 65583.2 (see Program 1.G for ODS);

- By-right non-discretionary approval process for multi-family, mixed use and planned unit development projects (housing projects) in the following circumstances: A) Housing projects with four (4) or fewer units, or B) Housing projects with five (5) or more where at least 15% of the units are affordable to lower income households. This will simplify the permitting process, reduce fees and potential permit appeals. By-right means a jurisdiction shall not require:
 - Conditional Use Permit;
 - Planned Unit Development Permit;
 - Design review, other than Objective Development Design Standards; or
 - Other discretionary, local government review or approval that would constitute a “project” as defined in Section 2100 of the Public Resources Code (California Environmental Quality Act “CEQA”)
- Reduced or eliminate parking standards for developments that include affordable senior, disabled housing units or for units within half a mile of a major transit stop according to Government Code Sections 65585 and 65863.2.

Program 1.G – Implementation timeframe: June 2025

- Adopt and codify Objective Design Standards

Program 1.K – Implementation timeframe: June 2025

- The City will update its ADU ordinance to comply with State law and continue to implement the development of ADUs through a ministerial process in conformance with State law; and
- The City will also amend the zoning ordinance to allow new ADU square footage construction in commercial zoning districts to further encourage ADU development.

Program 1.S – Implementation timeframe: June 2025

- Permit mobile and manufactured housing in all zones, including the R-2 and R-3 zones, where single-family residential is allowed, in compliance with Government Code Section 65852.3(a);
- Integrate findings of approval for Conditional Use Permits (see Appendix B), and remove the CUP requirements from multifamily zoning districts;
- Permit Low Barrier Navigation Centers as a use by-right in zones where mixed uses are permitted, including nonresidential zones permitting multifamily uses pursuant to Government Code section 65660 (zones R-3, MU-P, CZ-R-3, CZ MU-P, CZ-EDA). See Program 3.E for further details;

- Permit supportive housing as a use by-right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses pursuant to Government Code section 65651; and
- Provide secure bicycle and electric Bicycle storage.

Program 1.B – Implementation timeframe: June 2025

Amend the City’s Zoning Ordinance to comply with new State Density Bonus laws and include 10 percent density bonus. The City will update the Density Bonus Ordinance to reflect recent changes in State law. These include:

- AB 2556: Clarifies the replacement requirements as established by AB 2222. (2022);
- AB 2345: Revised the requirements for receiving concessions and incentives, and the maximum density bonus provided from 35 percent to 50 percent. (2020);
- AB 1763: Density bonus and increased incentives for 100 percent affordable housing projects for lower income households. (2019);
- AB 1227: Density bonus for student housing development for students enrolled at a full-time college, and to establish prioritization for students experiencing homelessness. (2018);
- AB 2501: Makes changes to: the timeline for processing application for a density bonus; electing to accept no density increase; and determining the value of concessions and incentives. (9/2016);
- AB 2442: Requires a density bonus be granted for a housing development if applicant agrees to construct housing for transitional foster youth, disabled veterans, or homeless person. (9/2016); and
- AB 1934: Provides a density bonus to a commercial development if the developer enters into an agreement for partnered housing, either as a joint project or two separate projects encompassing affordable housing. (9/2016).

Program 2.D – Implementation timeframe: Adopt Policy June 2025

- Codify Replacement Unit Policy in accordance with Government Code section 65915, subdivision (c)(3).

Program 3.B – Implementation timeframe: June 2025

- The City will initiate a Zoning Code amendment to rezone the Salvation Army property to MU-P Planned Mixed Use Zoning District to allow additional related activities to support skills development and allow transitional housing.

Program 3.D – Implementation timeframe: June 2025

- Remove design permit requirements for emergency shelters. However, the site permit requirement will remain in place because of the objective nature of site permit requirements such as height regulations and the City’s undertaking of Objective Design Standards; and
- Establish parking requirements for emergency shelters in the PF Zone consistent with AB 139, requiring only sufficient parking to accommodate all staff working in the emergency shelter.

Program 3.L – Implementation timeframe: June 2025

- The City will update the reasonable accommodation procedures in the Zoning Code to remove subjective language that provides a constraint to individuals with disabilities, and seniors. The City will amend the Municipal Code to remove the findings requirement for requested accommodations stating the requested accommodation will not “impose an undue financial or administrative burden on the City,” and result in a “significant impact on surrounding uses.”

Program 1.R – Implementation timeframe: June 2025 and within 12 months of any change to the law that would impact the City

- The City will create a SB 35 checklist and written procedures for processing SB 35 applications to ensure efficient and complete application processing and will update the documents in conformance with any changes to state law within twelve months of adoption of new laws.

Program 3.K – Implementation timeframe: June 2025

- Permit residential care facilities within the MU-P zoning district by-right, in accordance with Government Code Section 65651.

FY 25-26

Program 2.B – Implementation timeframe: Develop policy by August 2025

- Codify Water Distribution Policy to ensure water allocations are directed to units that will meet the City’s Regional Housing Needs along with continued operation of the City’s desalination facility.

Program 1.J & 4.C – Implementation timeframe: December 2025

- Reduction of minimum parking standards
- The City will update parking regulations to reflect the West End Parking Plan recommendations; and
- The Municipal Code parking regulations shall be amended to comply with Government Code Section 65863.2 that governs minimum parking standards within half a mile of a major transit stop and eliminates parking minimum parking requirements with certain exceptions.

Program 1.L – Implementation timeframe: December 2025

- The City will adopt an ordinance to allow for Universal Design elements that address limited lifting (e.g. roll-in showers and grab bars), limited mobility (e.g. push/pull lever faucets, wide swing hinges) and limited vision (e.g. additional stairwell and task lighting) pursuant to Health and Safety Code section 17959, at the next International Building Code Update Adoption.

Program 1.M – Implementation timeframe: December 2025

- The City will reduce the parking requirements for studio and one-bedroom apartments to 1.0 space per unit and the City will also promote SB 9.

Program 1.I – Implementation timeframe: June 2026

- The City will codify SB 9 regulations to facilitate new construction.

Program 1.P – Implementation timeframe: June 2026

- The Zoning Ordinance Chapter 18.76 references a variety of permit types and advisory and decision-making bodies. The regulations will be updated to simplify and clarify both the required permit type(s) for multi-family residential uses and the recommending and decision-making authorities, with the goal to minimize the levels of review and establish a permit process that takes four months or less for those projects consistent with the General Plan and zoning regulations; and
- The City will also add language to the zoning ordinance to clarify that sites which are substandard in size are buildable.

FY 27-28

Program 1.H – Implementation timeframe: June 2028

- Codify incidental take permits related to Habitat Management Plan.

EXHIBIT B
FEE SCHEDULE

Sand City Housing Element Zoning Code Revisions										
Task	EMC Planning Group Inc.									
	Senior Principal	Principal	Senior Planner	Associate Planner	Desktop Publisher	Graphics	Production Manager	Admin./ Production		
Staff	Michael Groves Cris Staedler Teri Wissler-Adams	Anastazia Aziz	Stuart Poulter	Kylie Pope Kailon Thompson	Kristina Arden	Matt Papurello	Tiffany Robinson	Shannon Davi	Total Hours	Total Cost
Billing Rate (Per Hour)	\$295.00	\$275.00	\$205.00	\$175.00	\$150.00	\$140.00	\$125.00	\$115.00		
Task 0 Project Management	8	8	0	3	2	2	3	2	28	\$6,270.00
Task 1 Project Initiation	1	6	0	12	0	0	0	0	19	\$4,045.00
Task 2 Revision to Definitions	0	12	0	40	0	0	0	0	52	\$10,300.00
Task 3 Revision to General Code	24	100	0	240	0	0	0	0	364	\$76,580.00
Task 4 Map Revisions		16	0	24	8	40	0	0	88	\$15,400.00
Task 5 CEQA (Exemption assumed)	8	0	0	16	0	0	0	0	24	\$5,160.00
Task 6 Public Hearings (1st and 2nd Reading)	16	32	0	80	0	0	4	0	132	\$28,020.00
Subtotal (Hours)	57	174	0	415	10	42	7	2	Total Hours	Total Cost
Subtotal (Cost)	\$16,815.00	\$47,850.00	\$0.00	\$72,625.00	\$1,500.00	\$5,880.00	\$875.00	\$230.00	707	\$145,775.00

Additional Costs	
Production Costs	\$500.00
Travel Costs	\$500.00
Postal/Deliverables	\$150.00
Miscellaneous	\$250.00
Administrative Overhead 15%	\$210.00
Total	\$1,610.00

Contingency	
Contingency 15%	\$21,866.25
Total	\$21,866.25

Total Costs	\$169,251.25
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NOTE: This proposed budget is valid for 90 days

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.

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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.