

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, JULY 15, 2025

5:30 PM

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

City Council Regular Meeting - Tuesday, July 15, 2025
5:30 PM

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

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

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

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

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

Written: All comments received no later than 10:00 am the day of the meeting will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to: cityclerk@sandcityca.org.

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

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

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

4. **COMMUNICATIONS**

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

5. **CONSENT CALENDAR**

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

5A. Approve the City Council Special Meeting Minutes for March 11, 2025 and the Regular Meeting Minutes for June 3, 2025
Draft Minutes

5B. Approve a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting at a Cost not to Exceed $55,000 to Perform Grant Related Services
Staff Report
Resolution
Draft Agreement
Proposal

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

5D. Acceptance of City/Successor Agency Financial Report from June
Staff Report
Sand City Cash Receipt Report
Sand City Check Report
Successor Agency Cash Revenue Report

6. **CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

7. PRESENTATION

8. PUBLIC HEARING

8A. First Reading of an Ordinance Amending the Sand City Municipal Code, Title 17 - Subdivisions and Title 18 - Zoning to Implement Goals, Policies, and Programs Contained in the City of Sand City 2023-2031 Sixth Cycle Housing Element ***This item will be continued to August 19, 2025.***

9. NEW BUSINESS

9A. Approve a Resolution Approving the Proposal for Park Partnership Allowing the City to File a Proposal for an Operating Agreement with State Parks for the Sand City Coastal Trail
Staff Report
Resolution

9B. Approve a Resolution Authorizing the City Manager to Take the Necessary Steps to Develop the Art Park Site (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000)
Staff Report
Resolution
Location Map
Conceptual Floor Plan
Art Park Renderings

9C. Approve the Solicitation of Request for Proposals (RFP) for the Multiuse Bike Trail Final Design
Staff Report
RFP Multiuse Bike Trail Final Design

9D. Approve a Resolution Approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule
Staff Report
Resolution
2025-26 General Employees Salary Schedule
2024-27 POA Salary Schedule
Exhibit A-First Amendment to Employment Agreement with David Honda

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

11. ADJOURNMENT

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

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

93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM
5A.

Approve the City Council Special Meeting Minutes for March 11, 2025 and the Regular Meeting Minutes for June 3, 2025

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

City Council Special Meeting - Tuesday, March 11, 2025
10:30 AM

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

Mayor Carbone called the meeting to order at 10:30 AM.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder arrived at 10:40 AM.
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

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

2. COMMUNICATIONS

Public comment received from Brian Clark.

3. ORDER OF BUSINESS

No public comment received.

3A. City Council Goal Setting Workshop for City's Capital Improvement Plan and Other Major Projects

City Manager Vibeke Norgaard presented the City's Capital Improvement Plan and other major projects to Council for consideration and discussion. The Council provided feedback and their preferred priority on the Capital Improvement Plan and City projects.

The City Manager will incorporate the Council's feedback and analyze the cost in the context of each fiscal year's budget considerations.

The final Capital Improvement Plan will come back to Council for formal approval at a future Council meeting.

3B. Mandatory AB1234 Ethics Training-City Council and Designated Filers Attend Mandated Assembly Bill 1234 Ethics Training ***This item was continued to a future meeting, date uncertain.***

4. ADJOURNMENT

Council adjourned the meeting at 12:45 PM.

_____
Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, June 3, 2025 5:30 PM

As allowed by Assembly Bill AB2449, this meeting was conducted in person and by teleconference.

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

1. ROLL CALL

Present: Mayor Carbone
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Absent: Vice Mayor Blackwelder

Staff: City Manager Vibeke Norgaard
City Attorney Adam Lindgren
HR/Risk Manager Audrey Cray
Finance Manager Jennifer Pope
Engineering Services, Leon Gomez
Police Administrative Analyst Laura Morales
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Councilmember Diaz led the Pledge of Allegiance.

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

City Manager Vibeke Norgaard announced:

- Registration is now open for the League of California Cities in Long Beach. If the Council would like to attend, please contact the City Clerk.
- A Budget Committee Meeting is scheduled for June 5, 2025 at 9:30 AM to discuss the FY 2025-26 budget.
- A Website Committee Meeting is scheduled for June 18, 2025.

4. COMMUNICATIONS

Public comment received by James Ogle.

5. CONSENT CALENDAR

Public comment received from two visitors to Sand City.

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

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

AYES: Mayor Carbone, Councilmembers Adams, Diaz, and Sofer.

NOES: None.
ABSENT: Vice Mayor Blackwelder.
ABSTAIN: None.

5A. Approved the City Council Regular Meeting Minutes for May 20, 2025.

5B. Approved Resolution SC 25-22 recognizing and congratulating Carl G. Sedoryk on his 25-Year anniversary.

5C. Approved of City Council Donations.

5D. Accepted the City/Successor Agency financial report from March.

5E. Accepted the City/Successor Agency financial report from April.

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

7. PRESENTATION

7A. See Monterey Tourism 2030 Plan Presentation: Rob O'Keefe

Public comment received from Richard Dole.

Received See Monterey Tourism 2030 Plan presentation from Rob O'Keefe.

8. PUBLIC HEARING
None.

9. NEW BUSINESS

9A. Approve a Resolution Amending Underground Utility District No. 1 Located on California Avenue to Expand the Limits from Shake Avenue to Contra Costa Street.

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-23 amending the Underground Utility District No. 1 located on California Avenue to expand the limits from Shake Avenue to Contra Costa Street.

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

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

9B. Authorize the City Manager to Sign a Letter in Response to the 2024-2025 Monterey County Civil Grand Jury Report - "Road Safety in Monterey County: Where to Report a Problem"

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted 4-0-1 to authorize the City Manager to sign a letter in response to the 2024-2025 Monterey County Civil Grand Jury Report - "Road Safety in Monterey County: Where to Report a Problem".

9C. Approve a Resolution Adopting the Proposed Five-Year Capital Improvement Plan for Fiscal Years 24-25 Through 28-29 and Approve the Capital Improvement Budget for Fiscal Year 24-25

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-24 adopting the proposed Five-Year Capital Improvement Plan for Fiscal Years 24-25 through 28-29 and approve the Capital Improvement Budget for Fiscal Year 24-25.

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

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

9D. Approve a Resolution Establishing and Appropriations Limit for Fiscal Year 2025-2026 Pursuant to Article XII B of the California Constitution

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-25 establishing an appropriations limit for Fiscal Year 2025-2026 pursuant to Article XII B of the California Constitution.

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

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

9E. Approve a Resolution Approving the City's Fiscal Year 2024-25 & 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule

No public comment received.

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-26 approving the City's Fiscal Year 2024-25 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule.

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

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

Upon motion by Councilmember Sofer and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-27 approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule.

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

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

9F. Approve a Resolution Authorizing Health Care Benefit Changes

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Vice Mayor Blackwelder absent, Council voted to approve Resolution SC 25-28 authorizing health care benefit changes.

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

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

9G. Consideration and Approval for the Cancellation of the August 5, 2025 Regular City Council Meeting

No public comment received.

Council voted unanimously to approve the cancellation of the August 5, 2025 Regular City Council Meeting.

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

Councilmember Sofer attended the Supervisors Series and encouraged attendance at the League of California Cities Annual Conference in Long Beach.

11. ADJOURNMENT

Council adjourned the meeting at 7:00 PM.

_____

Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Approve a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with California Consulting at a Cost not to Exceed $55,000 to Perform Grant Related Services

City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
DATE: July 15, 2025
SUBJECT: Professional Services Agreement with California Consulting, Inc for Grant Writing Services

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BACKGROUND/DISCUSSION:
In June of 2023, City Council approved an agreement, Resolution SC23-34, with California Consulting, Inc., a California based grant writing firm.

California Consulting conducts grant research, grant writing, grant administration and reporting and post award compliance as well as program evaluation. Over the past couple of years, staff have met with California Consulting staff, identified funding needs, and considered potential local, state, and federal grants.

To date California Consulting has applied for fifteen (15) grants on behalf of the City and of those fifteen (15), the City has been awarded a total of $2,648,000:

- Department of Cannabis Control (DCC) - Cannabis Local Jurisdiction Retail Access Grant for Phase Awarded $115,000
- California State Coastal Conservancy Grant Awarded $473,000
- AMBAG: Carbon Reduction Program Awarded $1,960,000

The City's current agreement with California Consulting is a flat fee arrangement which enables California Consulting to apply for an unlimited number of grant opportunities the City chooses to pursue. The proposal for Fiscal Year 2025-2026 maintains the flat fee arrangement.

The term of the proposed agreement is until June 30, 2026 and would be a flat fee of $4,500 per month plus expenses. The fee covers California Consulting's work including: meetings to ascertain needs and goals; background research on grants; advice on best grants for City to pursue based on project and grant requirements; the preparation of all grant applications; as well as grant administration.

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

FISCAL IMPACT:
The contract would be $55,000 annually. This item has been included in the Administration budget for FY 25-26 approved by Council on June 17, 2025.

RECOMMENDATION:
Staff recommends approval of the attached Resolution authorizing the City Manager to execute a professional services agreement with California Consulting, Inc. in substantially the same form as attached in Attachment 2, pending final review and approval from the City Attorney, in an amount not to exceed $55,000.

ATTACHMENTS:
1. Resolution
2. Draft Agreement
3. Proposal from California Consulting

CITY OF SAND CITY
RESOLUTION SC 25-XX, 2025

RESOLUTION OF THE SAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING AT A COST NOT TO EXCEED $55,000 TO PERFORM GRANT RELATED SERVICES

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

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

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

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

1. Authorizes the City Manager to enter into a professional service agreement with California Consulting, in substantially the same form as shown in the attachment, subject to review and approval of the City Attorney.
2. Requires California Consulting maintain a City business license for the duration of the term of the Agreement.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED:

_____
Kerry Lindstrom, City Clerk

RESOLUTION ATTACHMENT 1
Resolution SC 25- (2025)

CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this Fifteenth day of July, 2025 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and California Consulting, Inc, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end June 30, 2026, 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 ("Services"). 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. CITY shall furnish to CONSULTANT no facilities or equipment, unless the CITY otherwise agrees in writing to provide the same. 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 perform all the Services in a manner consistent with the standards of CONSULTANT'S profession or, if no such professional standard, in a manner consistent with the standards applicable to said CONSULTANT or type of work. All instruments of service of whatsoever nature which CONSULTANT delivers to CITY pursuant to this AGREEMENT, shall be prepared to comply and conform to the standards of CONSULTANT'S type of work. All such instruments of service shall become the sole and exclusive property of CITY upon delivery of the same.

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 Fifty-Five Thousand Dollars ($55,000) 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. 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 Five Thousand Five Hundred dollars ($5,500) 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.

C. CONSULTANT represents that CONSULTANT possesses distinct skills in performing the Services. CITY has relied upon said representation as a material inducement to enter into this Agreement. CONSULTANT shall, therefore, provide properly skilled and technical personnel to perform all Services under this AGREEMENT.

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.

In accordance with the Levine Act, Government Code Section 84308 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the Developer has not contributed over five hundred dollars ($500), as that amount may be amended, over the last twelve (12) months, and will not contribute for twelve (12) months following a final decision on this Agreement, to any public official of the City.

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. INSPECTION. CONSULTANT shall provide the CITY every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this AGREEMENT. All work done and materials furnished, if any, shall be subject to inspection and approval by the CITY. The inspection of such work shall not relieve CONSULTANT of any of its obligations pursuant to this Agreement.

XVI. 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.

XVII. **CONSULTANT NO AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this AGREEMENT to bind CITY to any obligation whatsoever.

XVIII. **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: California Consulting, Inc
214 Main St #102
El Segundo, Ca 90245
Attn: Steve Samuelian, CEO

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. **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.

XXIV. **AMENDMENT.** This AGREEMENT may be amended only by a written instrument executed by both Parties.

XXV. **LITIGATION.** If litigation ensues between CITY and a third-party which pertains to the subject matter of CONSULTANT'S services hereunder, CONSULTANT, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

XXVI. **CONSTRUCTION.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the AGREEMENT shall not be construed against the drafter of the AGREEMENT.

XXVII. **MEDIATION.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this AGREEMENT through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

XXVIII. **HEADINGS.** The headings used in this AGREEMENT are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

XXIX. **SURVIVAL.** All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating liability between CITY and CONSULTANT shall survive the termination or completion of this AGREEMENT for the fullest period of time allowed by law.

XXX. 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.

XXXI. 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

_____
Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [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 Manager.

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

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

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

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

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

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

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

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or

involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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.

A Proposal for the City of Sand City

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 135 clients statewide. We have 55 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over $1.6 billion for our clients since inception. The California Consulting team boasts approximately 30 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1,650 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

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

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

   Sample questions asked during the Needs Assessment:

   a) List and describe any program initiatives or priority projects.
   b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
   c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
   d) List past grants that your agency has received.
   e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants. Below is a list of general tasks for our grant process:
    a. Create a task timeline with due dates
    b. Ensure the proposed project meets the grant agency's requirements
    c. Review similar successful grant applications and apply where possible
    d. Collect information on the project
    e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
    f. Obtain letters of support when necessary
    g. Draft proposals and send to staff for review
    h. Incorporate staff edits in final drafts
    i. Submit completed application timely
    j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Mangers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. **Grant Administration**: Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Council with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 60 cities across California, almost 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting offers two different pricing options for Grant Writing services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of $4,500 plus reimbursement of out of pocket expenses for services explained above.

AGENDA ITEM
5C.

Acceptance of City/Successor Agency Financial Report from May

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: May 2025 Financial Report
DATE: July 15, 2025

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

A. City of Sand City Reports

a. Cash Receipt Report, May 2025 (Attachment 1)
   Revenue total - **$1,638,826**
b. Check Report, May 2025 (Attachment 2)
   Expenditure total - **$363,018**

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

a. Revenue Report, May 2025 (Attachment 3)
   Revenue total - **$653,328**
b. Check Report, May 2025 (Attachment 4)
   Expenditures total - **$6,035**

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

Date	Source	Amount	Description
5/1/2025	Transfer	$1,750,000	Transfer from checking account to interest bearing money market account.

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

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

RECOMMENDATION:
Receive the report.

ATTACHMENTS:

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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 5/1/2025 - 5/31/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
WEST	R00000459	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000460	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000461	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000463	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000464	5/1/2025 12:00:00 AM	West End Revenue	70.00
WEST	R00000465	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000466	5/1/2025 12:00:00 AM	West End Revenue	70.00
WEST	R00000467	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000468	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000469	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000470	5/1/2025 12:00:00 AM	West End Revenue	240.00
WEST	R00000471	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000472	5/1/2025 12:00:00 AM	West End Revenue	240.00
WEST	R00000473	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000474	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000475	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000476	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000477	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000478	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000479	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000480	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000481	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000482	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000483	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000484	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000485	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000486	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000487	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000488	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000489	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000490	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000491	5/1/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000492	5/1/2025 12:00:00 AM	West End Revenue	220.00
WEST	R00000493	5/1/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000494	5/1/2025 12:00:00 AM	West End Revenue	120.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
WEST	R00000495	5/1/2025 12:00:00 AM	West End Revenue	50.00
REF02	R00000496	5/2/2025 12:00:00 AM	West End Refundable Fees	100.00
WEST	R00000497	5/2/2025 12:00:00 AM	West End Revenue	120.00
REF02	R00000498	5/2/2025 12:00:00 AM	West End Refundable Fees	100.00
WEST	R00000499	5/2/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000500	5/2/2025 12:00:00 AM	West End Revenue	50.00
REF02	R00000500	5/2/2025 12:00:00 AM	West End Refundable Fees	100.00
TOT01	R00000501	5/2/2025 12:00:00 AM	TOT Tax	1,383.24
UUT	R00000502	5/2/2025 12:00:00 AM	Utility Users Tax	0.36
UUT	R00000503	5/2/2025 12:00:00 AM	Utility Users Tax	13,146.67
UUT	R00000504	5/2/2025 12:00:00 AM	Utility Users Tax	84.75
UUT	R00000505	5/2/2025 12:00:00 AM	Utility Users Tax	573.93
UUT	R00000506	5/2/2025 12:00:00 AM	Utility Users Tax	3,295.12
UUT	R00000507	5/2/2025 12:00:00 AM	Utility Users Tax	178.09
UUT	R00000508	5/2/2025 12:00:00 AM	Utility Users Tax	2,598.72
PAR02	R00000509	5/2/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000510	5/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000511	5/2/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000512	5/2/2025 12:00:00 AM	Sand City Parking	75.00
PAR02	R00000513	5/2/2025 12:00:00 AM	Sand City Parking	40.00
REIMB	R00000515	5/2/2025 12:00:00 AM	Reimbursements	26.47
BL01	R00000516	5/2/2025 12:00:00 AM	Business License	1,205.40
REN01	R00000517	5/2/2025 12:00:00 AM	Rental Income	1,699.59
RMRA	R00000518	5/2/2025 12:00:00 AM	Road Maintenance & Rehab	802.21
REF01	R00000519	5/2/2025 12:00:00 AM	Franchise TX RF.4040	20,464.30
PLHA	R00000520	5/2/2025 12:00:00 AM	PLHA	112,445.00
REN01	R00000521	5/2/2025 12:00:00 AM	Rental Income	3,000.00
COA02	R00000522	5/2/2025 12:00:00 AM	Coastal Conservancy Grant	23,654.68
TUT01	R00000523	5/2/2025 12:00:00 AM	Transaction/Use Tax	297,847.02
TUT01	R00000524	5/2/2025 12:00:00 AM	Transaction/Use Tax	394.43
STAX	R00000525	5/2/2025 12:00:00 AM	Sales Tax Received	245,433.63
WEST	R00000526	5/5/2025 12:00:00 AM	West End Revenue	120.00
REF02	R00000527	5/5/2025 12:00:00 AM	West End Refundable Fees	100.00
BUI01	R00000529	5/7/2025 12:00:00 AM	Building Permit 4115	446.00
STR01	R00000529	5/7/2025 12:00:00 AM	Strong Motion Fee	1.30
CBSC	R00000529	5/7/2025 12:00:00 AM	CBSC	1.00
WEST	R00000532	5/12/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000533	5/12/2025 12:00:00 AM	West End Revenue	70.00
WEST	R00000534	5/13/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000535	5/13/2025 12:00:00 AM	West End Revenue	50.00
PAR02	R00000536	5/14/2025 12:00:00 AM	Sand City Parking	40.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TOT01	R00000538	5/15/2025 12:00:00 AM	TOT Tax	360.00
TOT01	R00000539	5/15/2025 12:00:00 AM	TOT Tax	1,253.30
TOT01	R00000540	5/15/2025 12:00:00 AM	TOT Tax	638.52
TOT01	R00000542	5/15/2025 12:00:00 AM	TOT Tax	706.08
TOT01	R00000543	5/15/2025 12:00:00 AM	TOT Tax	1,092.24
TOT01	R00000544	5/15/2025 12:00:00 AM	TOT Tax	1,688.04
TOT01	R00000545	5/15/2025 12:00:00 AM	TOT Tax	488.40
TOT01	R00000547	5/15/2025 12:00:00 AM	TOT Tax	381.00
SOU01	R00000549	5/15/2025 12:00:00 AM	South of Tioga Reimbursements	11,591.58
UUT	R00000553	5/15/2025 12:00:00 AM	Utility Users Tax	1.28
UUT	R00000554	5/15/2025 12:00:00 AM	Utility Users Tax	42.03
REN01	R00000555	5/15/2025 12:00:00 AM	Rental Income	1,000.00
COPS	R00000556	5/15/2025 12:00:00 AM	COPS Grant	8,333.33
2103	R00000557	5/15/2025 12:00:00 AM	Gas Tax 2103	93.89
2106	R00000557	5/15/2025 12:00:00 AM	Gas Tax 2106 32	457.06
2107	R00000557	5/15/2025 12:00:00 AM	Gax Tax- 2107 33	186.76
2105	R00000557	5/15/2025 12:00:00 AM	Gas Tax -2105 31	135.54
SOP01	R00000558	5/15/2025 12:00:00 AM	Sale of Property	417.60
WEST	R00000559	5/15/2025 12:00:00 AM	West End Revenue	2,000.00
WEST	R00000560	5/15/2025 12:00:00 AM	West End Revenue	100.00
WEST	R00000561	5/15/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000562	5/15/2025 12:00:00 AM	West End Revenue	70.00
WEST	R00000563	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000564	5/15/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000565	5/15/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000566	5/15/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000567	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000568	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000569	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000570	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000571	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000572	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000573	5/15/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000574	5/15/2025 12:00:00 AM	West End Revenue	120.00
UUT	R00000575	5/15/2025 12:00:00 AM	Utility Users Tax	73.50
WEST	R00000576	5/15/2025 12:00:00 AM	West End Revenue	100.00
WEST	R00000577	5/15/2025 12:00:00 AM	West End Revenue	50.00
BUI01	R00000578	5/15/2025 12:00:00 AM	Building Permit 4115	690.50
STR01	R00000578	5/15/2025 12:00:00 AM	Strong Motion Fee	5.20
CBSC	R00000578	5/15/2025 12:00:00 AM	CBSC	2.00
TOT01	R00000579	5/16/2025 12:00:00 AM	TOT Tax	975.60

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
PRO01	R00000581	5/16/2025 12:00:00 AM	Property Tax	35,648.24
PRO01	R00000581	5/16/2025 12:00:00 AM	Property Tax	3,019.92
VLF	R00000581	5/16/2025 12:00:00 AM	Property Tax VLF	21,767.50
HOPTR	R00000581	5/16/2025 12:00:00 AM	HOPTR	104.63
SB813	R00000581	5/16/2025 12:00:00 AM	Supplemental Roll	3,844.63
PRI01	R00000581	5/16/2025 12:00:00 AM	Prior Year Tax	196.71
ROPS	R00000581	5/16/2025 12:00:00 AM	ROPS Residual	162,865.13
ROPS	R00000581	5/16/2025 12:00:00 AM	ROPS Residual	329.89
PRO01	R00000581	5/16/2025 12:00:00 AM	Property Tax	(719.00)
UUT	R00000583	5/30/2025 12:00:00 AM	Utility Users Tax	229.80
UUT	R00000584	5/30/2025 12:00:00 AM	Utility Users Tax	12,229.74
UUT	R00000585	5/30/2025 12:00:00 AM	Utility Users Tax	1,630.64
UUT	R00000587	5/30/2025 12:00:00 AM	Utility Users Tax	3,006.21
UUT	R00000588	5/30/2025 12:00:00 AM	Utility Users Tax	198.24
UUT	R00000589	5/30/2025 12:00:00 AM	Utility Users Tax	84.97
UUT	R00000590	5/30/2025 12:00:00 AM	Utility Users Tax	0.33
COPS	R00000591	5/30/2025 12:00:00 AM	COPS Grant	8,333.33
CAB01	R00000592	5/30/2025 12:00:00 AM	Cable Franchise	1,307.81
TRA01	R00000593	5/30/2025 12:00:00 AM	Traffic Safety Fund	79.23
CRI01	R00000593	5/30/2025 12:00:00 AM	Criminal PC1463/City Fines	108.53
POC01	R00000593	5/30/2025 12:00:00 AM	County/Proof of Corr	6.60
PTT01	R00000593	5/30/2025 12:00:00 AM	County/Property Tax	1,196.25
P172	R00000593	5/30/2025 12:00:00 AM	1/2 Tax Police/Prop 172	31.57
REV	R00000593	5/30/2025 12:00:00 AM	County/Rev & Recovery	197.92
REAP1	R00000594	5/30/2025 12:00:00 AM	REAP Project	9,378.40
BL01	R00000595	5/30/2025 12:00:00 AM	Business License	943.50
RMRA	R00000596	5/30/2025 12:00:00 AM	Road Maintenance & Rehab	804.23
REN01	R00000597	5/30/2025 12:00:00 AM	Rental Income	3,000.00
PAR02	R00000598	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000599	5/30/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00000600	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000601	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000602	5/30/2025 12:00:00 AM	Sand City Parking	40.00
WEST	R00000603	5/30/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000604	5/30/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000605	5/30/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000606	5/30/2025 12:00:00 AM	West End Revenue	50.00
WEST	R00000607	5/30/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000608	5/30/2025 12:00:00 AM	West End Revenue	120.00
WEST	R00000609	5/30/2025 12:00:00 AM	West End Revenue	50.00
REN01	R00000610	5/30/2025 12:00:00 AM	Rental Income	1,699.59

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TUT01	R00000611	5/30/2025 12:00:00 AM	Transaction/Use Tax	331,360.09
TUT01	R00000612	5/30/2025 12:00:00 AM	Transaction/Use Tax	14.50
STAX	R00000613	5/30/2025 12:00:00 AM	Sales Tax Received	259,228.09
UUT	R00000614	5/30/2025 12:00:00 AM	Utility Users Tax	542.65
PAR02	R00000615	5/30/2025 12:00:00 AM	Sand City Parking	75.00
PAR02	R00000616	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000617	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000618	5/30/2025 12:00:00 AM	Sand City Parking	10.00
PAR02	R00000619	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000620	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000621	5/30/2025 12:00:00 AM	Sand City Parking	75.00
PAR02	R00000622	5/30/2025 12:00:00 AM	Sand City Parking	40.00
PAR02	R00000623	5/30/2025 12:00:00 AM	Sand City Parking	40.00
SQU01	R00000624	5/30/2025 12:00:00 AM	Square Fees	(0.43)
ENG01	R00000625	5/30/2025 12:00:00 AM	Engineering Fees	870.00
BUI01	R00000626	5/30/2025 12:00:00 AM	Building Permit 4115	1,290.50
STR01	R00000626	5/30/2025 12:00:00 AM	Strong Motion Fee	6.50
CBSC	R00000626	5/30/2025 12:00:00 AM	CBSC	3.00
PLA01	R00000626	5/30/2025 12:00:00 AM	Plan Check Fee 4165	174.00
ENG01	R00000627	5/30/2025 12:00:00 AM	Engineering Fees	435.00
ENG01	R00000628	5/30/2025 12:00:00 AM	Engineering Fees	435.00
ENG01	R00000629	5/30/2025 12:00:00 AM	Engineering Fees	(435.00)
STRIN	R00000630	5/30/2025 12:00:00 AM	Short Term Rental Inspection Fe	197.00
WEST	R00000631	5/30/2025 12:00:00 AM	West End Revenue	20.00
WEST	R00000632	5/30/2025 12:00:00 AM	West End Revenue	30.00
SITE	R00000633	5/30/2025 12:00:00 AM	Site Plan Review	350.00
ENG01	R00000634	5/30/2025 12:00:00 AM	Engineering Fees	1,130.00
BUI01	R00000635	5/30/2025 12:00:00 AM	Building Permit 4115	229.00
PLA01	R00000635	5/30/2025 12:00:00 AM	Plan Check Fee 4165	128.70
TOT01	R00000636	5/30/2025 12:00:00 AM	TOT Tax	655.24
TOT01	R00000637	5/30/2025 12:00:00 AM	TOT Tax	882.73
TOT02	R00000638	5/30/2025 12:00:00 AM	Transient Occupancy Tax Penalti	64.47
TOT01	R00000639	5/30/2025 12:00:00 AM	TOT Tax	105.93
STRIN	R00000640	5/30/2025 12:00:00 AM	Short Term Rental Inspection Fe	197.00
ENG01	R00000641	5/30/2025 12:00:00 AM	Engineering Fees	435.00
SITE	R00000642	5/30/2025 12:00:00 AM	Site Plan Review	(350.00)
SQU01	R00000643	5/30/2025 12:00:00 AM	Square Fees	(37.56)
			Total Cash Receipts	**1,638,826.31**



City of Sand City

Check Report

By Check Number

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
ATO01	A to Z	05/08/2025	Regular	0.00	945.02	40587
AME04	American Lock & Key	05/08/2025	Regular	0.00	9.84	40588
ARY01	Anthony Arya	05/08/2025	Regular	0.00	800.00	40589
CRA04	Audrey Cray	05/08/2025	Regular	0.00	167.00	40590
CAL01	California American Water	05/08/2025	Regular	0.00	12,768.78	40591
CAL15	California Consulting, Inc	05/08/2025	Regular	0.00	4,500.00	40592
CHA04	California Highway Adoption Co.	05/08/2025	Regular	0.00	350.00	40593
COR05	Corodata Records Management	05/08/2025	Regular	0.00	61.45	40594
MON08	County of Monterey Sheriff-Marshall-Coroner	05/08/2025	Regular	0.00	11,177.83	40595
HON01	David Honda	05/08/2025	Regular	0.00	356.80	40596
EMC02	EMC Planning Group, Inc.	05/08/2025	Regular	0.00	17,140.33	40597
GRA11	Granicus, LLC	05/08/2025	Regular	0.00	6,442.70	40598
GRA12	Graniterock	05/08/2025	Regular	0.00	382.98	40599
HDL02	HDL Companies, LLC.	05/08/2025	Regular	0.00	92.55	40600
HDL03	HdL Coren & Cone	05/08/2025	Regular	0.00	1,386.00	40601
HEA001	Health Equity	05/08/2025	Regular	0.00	15.00	40602
HOM01	Home Depot Credit Service	05/08/2025	Regular	0.00	225.23	40603
HOP01	Hope Services	05/08/2025	Regular	0.00	5,557.50	40604
LCW01	Liebert Cassidy Whitmore	05/08/2025	Regular	0.00	176.00	40605
M3E01	M3 Environmental LLC	05/08/2025	Regular	0.00	1,250.00	40606
MEY01	Meyers Nave, Corporation	05/08/2025	Regular	0.00	19,171.00	40607
MBA01	Monterey Bay Area Self Insurance	05/08/2025	Regular	0.00	950.58	40608
MBT01	Monterey Bay Technologies, Inc.	05/08/2025	Regular	0.00	2,700.00	40609
MCW01	Monterey County Weekly	05/08/2025	Regular	0.00	1,481.00	40610
MME01	Municipal Maintenance Equipment	05/08/2025	Regular	0.00	17,416.66	40611
PEC01	Peckham & McKenney	05/08/2025	Regular	0.00	6,666.66	40612
PET01	Petty Cash- Cashed by Shannon Norton	05/08/2025	Regular	0.00	138.02	40613
STU02	Sturdy Oil Company	05/08/2025	Regular	0.00	1,090.91	40614
HER01	The Monterey County Herald	05/08/2025	Regular	0.00	157.24	40615
TLE01	TL Engineering	05/08/2025	Regular	0.00	3,390.00	40616
TRO01	Troia Foods	05/08/2025	Regular	0.00	402.87	40617
TRU02	Truth Seeker Investigations, LLC	05/08/2025	Regular	0.00	4,550.00	40618
VES01	Vestis	05/08/2025	Regular	0.00	1,154.92	40619
BUS05	Jeff Bushnell	05/15/2025	Regular	0.00	224.14	40620
KLI01	Mary Ann Carbone	05/15/2025	Regular	0.00	37.88	40621
MBE02	Mastroianni, Michael	05/15/2025	Regular	0.00	1,200.00	40622
USB01	U.S. Bank Corp Payment Systems	05/15/2025	Regular	0.00	8,554.14	40623
NOR02	Vibeke Norgaard	05/15/2025	Regular	0.00	440.15	40624
4LE01	4Leaf, Inc.	05/28/2025	Regular	0.00	8,853.36	40625
A&R01	A & R Plumbing, Inc	05/28/2025	Regular	0.00	410.00	40626
ATO01	A to Z	05/28/2025	Regular	0.00	65.55	40627
AMA01	Amazon Capital Services, Inc	05/28/2025	Regular	0.00	727.64	40628
FAS01	Andy Briant	05/28/2025	Regular	0.00	378.88	40629
ATT03	AT&T	05/28/2025	Regular	0.00	202.72	40630
ATT05	AT&T Mobility	05/28/2025	Regular	0.00	971.08	40631
BMI01	BMI	05/28/2025	Regular	0.00	6.91	40632
COM11	Comcast	05/28/2025	Regular	0.00	645.03	40633
COR04	Corodata Shredding, Inc	05/28/2025	Regular	0.00	73.57	40634
DEL02	Del Rey Oaks Car Wash	05/28/2025	Regular	0.00	47.90	40635
EMC02	EMC Planning Group, Inc.	05/28/2025	Regular	0.00	5,399.16	40636
FED01	Federal Express	05/28/2025	Regular	0.00	34.04	40637
GRE01	Green Valley Landscape, Inc.	05/28/2025	Regular	0.00	860.00	40638
HAN01	Hana Gardens Seaside	05/28/2025	Regular	0.00	418.89	40639
HEA001	Health Equity	05/28/2025	Regular	0.00	104.49	40640

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
HDL04	Hinderliter de Llamas & Associates	05/28/2025	Regular	0.00	3,225.00	40641
HIG01	Keith Higgins	05/28/2025	Regular	0.00	5,175.00	40642
MOB02	Mobile Modular	05/28/2025	Regular	0.00	574.99	40643
MBP03	Monterey Bay Pest Control	05/28/2025	Regular	0.00	130.00	40644
MFE01	Monterey Fire Extinguisher Co.	05/28/2025	Regular	0.00	793.10	40645
MRW02	Monterey Regional Waste Management District	05/28/2025	Regular	0.00	559.79	40646
PGE01	Pacific Gas & Electric	05/28/2025	Regular	0.00	2,508.42	40647
PET01	Petty Cash- Cashed by Shannon Norton	05/28/2025	Regular	0.00	103.68	40648
PUB01	Public Storage	05/28/2025	Regular	0.00	597.00	40649
SEA09	Seaside Groundwater Basin Watermaster	05/28/2025	Regular	0.00	1,890.00	40650
SHA03	Shamrock Office Solutions	05/28/2025	Regular	0.00	15.00	40651
STA03	Star Sanitation, LLC	05/28/2025	Regular	0.00	909.20	40652
STU02	Sturdy Oil Company	05/28/2025	Regular	0.00	1,327.66	40653
VER01	Verizon Wireless	05/28/2025	Regular	0.00	64.23	40654
ZUM01	Zumar Industries, Inc.	05/28/2025	Regular	0.00	2,918.64	40655
AFL01	Aflac	05/30/2025	Regular	0.00	527.94	40656
CLE01	California Law Enforcement Association	05/30/2025	Regular	0.00	288.00	40657
CSD01	California State Disburse Unit	05/30/2025	Regular	0.00	269.00	40658
HUM02	Humana Insurance Company	05/30/2025	Regular	0.00	5,426.76	40659
SAN01	Sand City Police Officers & Dept. Employees Ass	05/30/2025	Regular	0.00	1,420.00	40660
SUN02	Sun Life Financial	05/30/2025	Regular	0.00	933.92	40661
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,125.40	DFT0000080
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,126.21	DFT0000081
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	2,520.24	DFT0000082
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,203.76	DFT0000083
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	283.74	DFT0000084
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,314.04	DFT0000085
EDD001	Employment Development Dept	05/30/2025	Bank Draft	0.00	265.32	DFT0000086
EFTPS	Electronic Federal Tax Payment System	05/30/2025	Bank Draft	0.00	912.40	DFT0000087
EDD001	Employment Development Dept	05/30/2025	Bank Draft	0.00	1,636.09	DFT0000088
EFTPS	Electronic Federal Tax Payment System	05/30/2025	Bank Draft	0.00	631.60	DFT0000089
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,700.85	DFT0000090
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	2,767.01	DFT0000091
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	2,809.86	DFT0000092
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	6,617.77	DFT0000093
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	6,622.59	DFT0000094
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,984.57	DFT0000095
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	5,859.40	DFT0000096
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	785.16	DFT0000097
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	1,291.43	DFT0000098
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	10,858.26	DFT0000099
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	5,346.10	DFT0000100
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	2,705.76	DFT0000101
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	9,550.10	DFT0000102
PERSRETIREMENT	CalPERS Retirement	05/30/2025	Bank Draft	0.00	44.00	DFT0000103
PERSHEALTH	CalPERS Health	05/30/2025	Bank Draft	0.00	39,715.48	DFT0000104
CAL16	Calpers 457 Plan	05/30/2025	Bank Draft	0.00	21,020.26	DFT0000105
EDD001	Employment Development Dept	05/30/2025	Bank Draft	0.00	13,886.12	DFT0000106

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
EFTPS	Electronic Federal Tax Payment System	05/30/2025	Bank Draft	0.00	36,046.54	DFT0000107

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	106	0.00	182,387.73
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	28	0.00	180,630.06
EFT's	0	0.00	0.00
	134	**0.00**	**363,017.79**



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 5/1/2025 - 5/31/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
ROPS	JN00205	5/30/2025	RPTTF	653,328.00
			Total Cash Receipts	**653,328.00**

City of Sand City

Check Report

By Check Number

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - SA-Mechanics Bank - Successor Agency						
MEY01	Meyers Nave, Corporation	05/01/2025	Regular	0.00	2,548.36	2362
RSG01	RSG	05/01/2025	Regular	0.00	3,486.25	2363

Bank Code Mechanics - SA Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	4	0.00	6,034.61
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	0	0.00	0.00
EFT's	0	0.00	0.00
	4	**0.00**	**6,034.61**

AGENDA ITEM
5D.

Acceptance of City/Successor Agency Financial Report from June

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: June 2025 Financial Report
DATE: July 15, 2025

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

A. City of Sand City Reports

a. Cash Receipt Report, June 2025 (Attachment 1)
   Revenue total - **$1,734,715**
b. Check Report, June 2025 (Attachment 2)
   Expenditure total - **$409,105**

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

a. Revenue Report, June 2025 (Attachment 3)
   Revenue total - **$4,998**
b. Check Report, June 2025
   Expenditures total - **$0**

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

Date	Source	Amount	Description
6/27/2025	Transfer	$1,000,000	Transfer from checking account to interest bearing money market account.

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

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

RECOMMENDATION:
Receive the report.

ATTACHMENTS:

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



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 6/1/2025 - 6/30/2025

Transaction Code	Entity Account	Date/Time	Transaction Description	Applied Amount
PAR02	R00000644	6/2/2025 10:22:56 AM	Sand City Parking	40.00
WEST	R00000645	6/2/2025 2:02:57 PM	West End Revenue	120.00
WEST	R00000646	6/3/2025 1:24:58 PM	West End Revenue	70.00
TOT01	R00000649	6/12/2025 9:19:54 AM	TOT Tax	360.84
TOT01	R00000650	6/12/2025 9:21:37 AM	TOT Tax	605.62
TOT01	R00000651	6/12/2025 9:34:44 AM	TOT Tax	670.20
TOT01	R00000652	6/12/2025 9:47:30 AM	TOT Tax	1,025.07
TOT01	R00000653	6/12/2025 9:50:30 AM	TOT Tax	321.60
TOT01	R00000654	6/12/2025 10:01:37 AM	TOT Tax	78.00
TOT01	R00000655	6/12/2025 10:09:45 AM	TOT Tax	865.20
TOT01	R00000656	6/12/2025 10:12:23 AM	TOT Tax	1,247.38
FIT01	R00000657	6/12/2025 10:42:43 AM	MBASIA Fitness/Safety Grant	1,115.00
2103	R00000660	6/12/2025 11:02:07 AM	Gas Tax 2103	370.93
2105	R00000660	6/12/2025 11:02:07 AM	Gas Tax -2105 31	209.64
2106	R00000660	6/12/2025 11:02:07 AM	Gas Tax 2106 32	494.72
2107	R00000660	6/12/2025 11:02:07 AM	Gax Tax- 2107 33	296.01
USB01	R00000661	6/12/2025 11:16:12 AM	US Bank Cal Card Rebate	267.55
IRWM	R00000662	6/12/2025 11:21:01 AM	IRWM Grant Reimbursement- Catalina St	9,270.78
ENG01	R00000663	6/12/2025 11:23:15 AM	Engineering Fees	2,641.69
WEST	R00000664	6/12/2025 11:27:13 AM	West End Revenue	120.00
WEST	R00000665	6/12/2025 11:29:44 AM	West End Revenue	70.00
WEST	R00000666	6/12/2025 11:38:31 AM	West End Revenue	120.00
WEST	R00000667	6/12/2025 11:40:25 AM	West End Revenue	120.00
2106	R00000660	6/12/2025 11:02:07 AM	Gas Tax 2106 32	(9.16)
CERBT	R00000668	6/12/2025 2:19:16 PM	CERBT Disbursement	204,785.09
BUI01	R00000669	6/17/2025 2:00:07 PM	Building Permit 4115	3,490.50
STR01	R00000669	6/17/2025 2:00:07 PM	Strong Motion Fee	26.00
CBSC	R00000669	6/17/2025 2:00:07 PM	CBSC	2.00
TIF	R00000670	6/17/2025 4:34:40 PM	TAMC IMPACT FEE	643,439.72
WEST	R00000671	6/25/2025 11:59:58 AM	West End Revenue	120.00
WEST	R00000672	6/25/2025 12:01:29 PM	West End Revenue	70.00
WEST	R00000673	6/25/2025 12:03:31 PM	West End Revenue	70.00
WEST	R00000674	6/25/2025 12:04:36 PM	West End Revenue	70.00
WEST	R00000675	6/25/2025 12:05:55 PM	West End Revenue	70.00
WEST	R00000676	6/25/2025 12:07:18 PM	West End Revenue	70.00
WEST	R00000676	6/25/2025 12:07:18 PM	West End Revenue	1,000.00
TOT01	R00000677	6/25/2025 1:04:53 PM	TOT Tax	432.00

Transaction Code	Entity Account	Date/Time	Transaction Description	Applied Amount
TOT01	R00000678	6/25/2025 1:09:43 PM	TOT Tax	450.00
UUT	R00000679	6/25/2025 1:20:05 PM	Utility Users Tax	1.15
UUT	R00000680	6/25/2025 1:21:42 PM	Utility Users Tax	64.19
UUT	R00000681	6/25/2025 1:22:58 PM	Utility Users Tax	201.06
UUT	R00000682	6/25/2025 1:24:25 PM	Utility Users Tax	1,884.29
UUT	R00000683	6/25/2025 1:25:56 PM	Utility Users Tax	1,588.28
UUT	R00000684	6/25/2025 1:29:10 PM	Utility Users Tax	546.98
UUT	R00000685	6/25/2025 1:30:59 PM	Utility Users Tax	173.96
UUT	R00000686	6/25/2025 1:32:54 PM	Utility Users Tax	0.33
UUT	R00000687	6/25/2025 3:11:04 PM	Utility Users Tax	77.52
UUT	R00000688	6/25/2025 3:27:48 PM	Utility Users Tax	3,191.07
WEST	R00000689	6/26/2025 10:28:03 AM	West End Revenue	70.00
UUT	R00000690	6/26/2025 3:15:37 PM	Utility Users Tax	11,195.15
TRA01	R00000691	6/26/2025 3:18:10 PM	Traffic Safety Fund	94.32
CRI01	R00000691	6/26/2025 3:18:10 PM	Criminal PC1463/City Fines	53.11
POC01	R00000691	6/26/2025 3:18:10 PM	County/Proof of Corr	7.78
P172	R00000691	6/26/2025 3:18:10 PM	1/2 Tax Police/Prop 172	45.31
REV	R00000691	6/26/2025 3:18:10 PM	County/Rev & Recovery	136.79
BUI01	R00000692	6/26/2025 3:29:52 PM	Building Permit 4115	2,000.00
BUI01	R00000693	6/26/2025 3:33:14 PM	Building Permit 4115	690.50
STR01	R00000693	6/26/2025 3:33:14 PM	Strong Motion Fee	5.20
CBSC	R00000693	6/26/2025 3:33:14 PM	CBSC	2.00
PLA02	R00000693	6/26/2025 3:33:14 PM	Plan Check Fee- Building	448.80
REN01	R00000694	6/26/2025 3:40:14 PM	Rental Income	2,000.00
POL01	R00000695	6/26/2025 3:42:26 PM	Police Report 4560	20.00
REN01	R00000696	6/26/2025 3:48:52 PM	Rental Income	3,000.00
TOT01	R00000697	6/27/2025 10:26:37 AM	TOT Tax	1,714.68
TUT01	R00000698	6/27/2025 10:32:23 AM	Transaction/Use Tax	427,751.91
MISC	R00000699	6/27/2025 1:26:44 PM	Misc revenue	20.23
RMRA	R00000700	6/27/2025 2:02:06 PM	Road Maintenance & Rehab	885.83
STAX	R00000701	6/27/2025 2:04:03 PM	Sales Tax Received	322,259.10
PRO01	R00000702	6/30/2025 4:32:39 PM	Property Tax	1,556.84
PRO01	R00000702	6/30/2025 4:32:39 PM	Property Tax	4.97
PRO01	R00000702	6/30/2025 4:32:39 PM	Property Tax	93.65
HOPTR	R00000702	6/30/2025 4:32:39 PM	HOPTR	149.47
SB813	R00000702	6/30/2025 4:32:39 PM	Supplemental Roll	896.74
PRI01	R00000702	6/30/2025 4:32:39 PM	Prior Year Tax	120.94
PRI01	R00000702	6/30/2025 4:32:39 PM	Prior Year Tax	38.21
ROPS	R00000702	6/30/2025 4:32:39 PM	ROPS Residual	75,305.44
MISC	R00000702	6/30/2025 4:32:39 PM	Misc revenue	1,832.36
			Total Cash Receipts	**1,734,714.54**



City of Sand City

Check Report

By Check Number

Date Range: 06/01/2025 - 06/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
1OF01	1ov1	06/06/2025	Regular	0.00	8,225.71	40662
4LE01	4Leaf, Inc.	06/06/2025	Regular	0.00	5,201.80	40663
A&R01	A & R Plumbing, Inc	06/06/2025	Regular	0.00	410.00	40664
ALT01	Alternator & Starter Exchange, Inc.	06/06/2025	Regular	0.00	2,322.79	40665
ART04	Arts Council for Monterey County	06/06/2025	Regular	0.00	250.00	40666
ATT04	AT&T	06/06/2025	Regular	0.00	210.61	40667
BAY01	Bayonet Black Horse	06/06/2025	Regular	0.00	500.00	40668
CAL01	California American Water	06/06/2025	Regular	0.00	1,914.76	40669
CHA04	California Highway Adoption Co.	06/06/2025	Regular	0.00	350.00	40670
COM11	Comcast	06/06/2025	Regular	0.00	44.11	40671
COR05	Corodata Records Management	06/06/2025	Regular	0.00	61.45	40672
COR04	Corodata Shredding, Inc	06/06/2025	Regular	0.00	73.57	40673
DEL02	Del Rey Oaks Car Wash	06/06/2025	Regular	0.00	330.00	40674
EMC02	EMC Planning Group, Inc.	06/06/2025	Regular	0.00	11,362.58	40675
HDL02	HDL Companies, LLC.	06/06/2025	Regular	0.00	1,388.25	40676
HOM01	Home Depot Credit Service	06/06/2025	Regular	0.00	429.22	40677
LCW01	Liebert Cassidy Whitmore	06/06/2025	Regular	0.00	2,772.00	40678
MEY01	Meyers Nave, Corporation	06/06/2025	Regular	0.00	10,812.30	40679
MBT01	Monterey Bay Technologies, Inc.	06/06/2025	Regular	0.00	4,368.64	40680
MCW01	Monterey County Weekly	06/06/2025	Regular	0.00	1,955.00	40681
MON04	Monterey Tire Service, Inc.	06/06/2025	Regular	0.00	727.90	40682
NAT10	Native California Research Institute	06/06/2025	Regular	0.00	1,250.00	40683
PET01	Petty Cash- Cashed by Shannon Norton	06/06/2025	Regular	0.00	121.58	40684
POL01	Polaris Land Surveying, Inc.	06/06/2025	Regular	0.00	9,384.50	40685
SAL03	Salvation Army- Monterey Peninsula Corps	06/06/2025	Regular	0.00	1,000.00	40686
SHA03	Shamrock Office Solutions	06/06/2025	Regular	0.00	190.92	40687
STU02	Sturdy Oil Company	06/06/2025	Regular	0.00	1,196.65	40688
ZUM01	Zumar Industries, Inc.	06/06/2025	Regular	0.00	789.07	40689
SLV01	Stephen L. Vagnini	06/09/2025	Regular	0.00	46.17	40690
SLV01	Stephen L. Vagnini	06/09/2025	Regular	0.00	-46.17	40690
ACS01	American Cancer Society	06/11/2025	Regular	0.00	500.00	40691
SPC01	SPCA	06/11/2025	Regular	0.00	500.00	40692
USB01	U.S. Bank Corp Payment Systems	06/11/2025	Regular	0.00	9,277.42	40693
4LE01	4Leaf, Inc.	06/23/2025	Regular	0.00	6,252.70	40694
ALT01	Alternator & Starter Exchange, Inc.	06/23/2025	Regular	0.00	5,365.90	40695
AMA01	Amazon Capital Services, Inc	06/23/2025	Regular	0.00	779.37	40696
ATT05	AT&T Mobility	06/23/2025	Regular	0.00	971.08	40697
CAL15	California Consulting, Inc	06/23/2025	Regular	0.00	4,500.00	40698
COM11	Comcast	06/23/2025	Regular	0.00	709.63	40699
COR04	Corodata Shredding, Inc	06/23/2025	Regular	0.00	73.57	40700
EMC02	EMC Planning Group, Inc.	06/23/2025	Regular	0.00	97,252.35	40701
GRE01	Green Valley Landscape, Inc.	06/23/2025	Regular	0.00	860.00	40702
HDL03	HdL Coren & Cone	06/23/2025	Regular	0.00	616.20	40703
HEA001	Health Equity	06/23/2025	Regular	0.00	282.32	40704
HOP01	Hope Services	06/23/2025	Regular	0.00	4,631.25	40705
ICM01	ICMA	06/23/2025	Regular	0.00	1,200.00	40706
BUS05	Jeff Bushnell	06/23/2025	Regular	0.00	224.14	40707
MAL01	Mallory Safety and Supply, LLC	06/23/2025	Regular	0.00	524.40	40708
MOB02	Mobile Modular	06/23/2025	Regular	0.00	610.41	40709
MCW01	Monterey County Weekly	06/23/2025	Regular	0.00	296.25	40710
MOW01	Monterey One Water	06/23/2025	Regular	0.00	397.98	40711
MRW02	Monterey Regional Waste Management District	06/23/2025	Regular	0.00	1,133.50	40712
PGE01	Pacific Gas & Electric	06/23/2025	Regular	0.00	3,728.07	40713
PEC01	Peckham & McKenney	06/23/2025	Regular	0.00	6,666.66	40714

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PET01	Petty Cash- Cashed by Shannon Norton	06/23/2025	Regular	0.00	119.91	40715
PBC01	Pitney Bowes	06/23/2025	Regular	0.00	581.43	40716
PUB01	Public Storage	06/23/2025	Regular	0.00	597.00	40717
SPC01	SPCA	06/23/2025	Regular	0.00	490.00	40718
STA03	Star Sanitation, LLC	06/23/2025	Regular	0.00	1,186.71	40719
HER01	The Monterey County Herald	06/23/2025	Regular	0.00	314.50	40720
VER01	Verizon Wireless	06/23/2025	Regular	0.00	64.23	40721
VES01	Vestis	06/23/2025	Regular	0.00	725.23	40722
AFL01	Aflac	06/30/2025	Regular	0.00	527.94	40723
CLE01	California Law Enforcement Association	06/30/2025	Regular	0.00	288.00	40724
CSD01	California State Disburse Unit	06/30/2025	Regular	0.00	269.00	40725
HUM02	Humana Insurance Company	06/30/2025	Regular	0.00	4,731.49	40726
SAN01	Sand City Police Officers & Dept. Employees Ass	06/30/2025	Regular	0.00	1,420.00	40727
SUN02	Sun Life Financial	06/30/2025	Regular	0.00	933.92	40728
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	1,750.70	DFT0000108
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	2,804.14	DFT0000109
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	2,847.56	DFT0000110
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	8,014.43	DFT0000111
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	8,020.26	DFT0000112
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	2,063.95	DFT0000113
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	6,098.05	DFT0000114
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	808.17	DFT0000115
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	1,345.50	DFT0000116
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	11,215.57	DFT0000117
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	5,575.29	DFT0000118
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	2,739.21	DFT0000119
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	9,858.83	DFT0000120
PERSRETIREMENT	CalPERS Retirement	06/30/2025	Bank Draft	0.00	44.00	DFT0000121
PERSHEALTH	CalPERS Health	06/30/2025	Bank Draft	0.00	39,715.48	DFT0000122
CAL16	Calpers 457 Plan	06/30/2025	Bank Draft	0.00	21,364.63	DFT0000123
EDD001	Employment Development Dept	06/30/2025	Bank Draft	0.00	16,087.06	DFT0000124
EFTPS	Electronic Federal Tax Payment System	06/30/2025	Bank Draft	0.00	41,506.67	DFT0000125

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	117	0.00	227,292.14
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	-46.17
Bank Drafts	18	0.00	181,859.50
EFT's	0	0.00	0.00
	135	**0.00**	**409,105.47**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	67	0.00	227,292.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-46.17
Bank Drafts	18	18	0.00	181,859.50
EFT's	0	0	0.00	0.00
	135	**86**	**0.00**	**409,105.47**

Fund Summary

Fund	Name	Period	Amount
90	Pooled Cash	6/2025	409,105.47
			409,105.47



City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 6/1/2025 - 6/30/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	6/30/2025	Bank Interest	4,997.50
			Total Cash Receipts	**4,997.50**

AGENDA ITEM
8A.

First Reading of an Ordinance Amending the Sand City Municipal Code, Title 17 - Subdivisions and Title 18 - Zoning to Implement Goals, Policies, and Programs Contained in the City of Sand City 2023-2031 Sixth Cycle Housing Element This item will be continued to August 19, 2025.

AGENDA ITEM
9A.

Approve a Resolution Approving the Proposal for Park Partnership Allowing the City to File a Proposal for an Operating Agreement with State Parks for the Sand City Coastal Trail

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Esme Wahl, Contract City Planner
SUBJECT: State Parks Operating Agreement – Sand City Coastal Trail
DATE: July 15, 2025

A. DISCUSSION

The City is currently planning a 0.7-mile trail referred to as the 'Sand City Coastal Trail' that will begin at the newly renovated Calabrese Park above City Hall in the City's West End District and will pass by the South of Tioga hotel and residential development to Tioga Avenue and then out to and along Sand City's coast. Approximately 840 linear feet of the 4,000-foot trail alignment is located on State Parks land, between Tioga Avenue and West Bay Street. The City desires to add capital improvements and operate and maintain the portion of trail on State Parks land.

The Coastal Conservancy, who is funding the project, requires grantees to maintain projects for a reasonable period, typically 20 years. On March 19, 2024, the City Council approved the use of Coastal Conservancy grant funds and committed the City to maintain the Sand City Coastal Trail for a period of 20-years. In order to build and maintain the portion of trail on State Parks land, the City will need to enter into an operation partnership with State Parks, known as an Operating Agreement.

In order to negotiate and work out the details of the Operating Agreement with State Parks, the City is first required to fill out and submit what is referred to as the "Partnership Workbook for Operating Agreements". One requirement of the Partnership Workbook for Operating Agreements is an authorizing resolution from the organization, the City in this case, to establish commitment to the proposed project and to designate an individual as the legally authorized representative of the organization. Exhibit 1, Resolution, authorizes the City Manager to submit a proposal for an Operating Agreement with State Parks.

This resolution does not commit the City to authorizing the Operating Agreement itself. Before the actual Operating Agreement is signed, it would be brought to the City Council for review and approval of the specific terms at that time.

B. CALIFORNIA ENVIRONMENTAL EQUALITY ACT (CEQA):

The proposed action is not considered a project under CEQA guidelines Section 15378.

C. FISCAL IMPACT:

Consultant time associated with the preparation of the Operating Agreement is covered by the Coastal Conservancy Grant for the Sand City Coastal Trail.

D. RECOMMENDATION

1. Staff recommends the City Council adopt a Resolution, attached as Exhibit 1, to:

   "Approve the filing of a proposal for an Operating Agreement by and between California Department of Parks and Recreation and the City of Sand City to establish capital improvements and operate on State Parks land in Sand City, California."

E. EXHIBITS

1. **Resolution** approving the proposal for park partnership.

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE PROPOSAL FOR PARK PARTNERSHIP

WHEREAS, the State of California Department of Parks and Recreation ("State Parks") is authorized by statute to establish procedures whereby a qualified non-profit entity or public agency may enter into an agreement to operate some or all of a State Park, and

WHEREAS, said procedures established by State Parks require the potential partner to certify by resolution the approval of proposal(s) before submission of said proposals(s) to State Parks; and

WHEREAS, the City of Sand City now proposes to enter into such an operating agreement with State Parks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby approves the filing of a proposal for an operating agreement for a portion of the Monterey State Beach park unit, specifically between Tioga Avenue and West Bay Street in Sand City, and

1. Certifies that said interested party has or will have available, prior to commencement of any activities described in this proposal, the sufficient funds for these activities should this proposal be approved; and
2. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to operating agreements, amendments, and financial statements, which may be necessary for the completion of the proposal; and
3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
9B.

Approve a Resolution Authorizing the City Manager to Take the Necessary Steps to Develop the Art Park Site (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000)

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Esme Wahl, Contract City Planner
SUBJECT: Art Park Redevelopment – Renderings, Funding Options, Request for Proposals
DATE: July 15, 2025

DISCUSSION

A. BACKGROUND

The "Art Park" is a City-owned property located at the corner of Contra Costa Street and Ortiz Avenue and consists of four parcels (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000). See Exhibit 2, Location Map. It is one of the few City-owned parcels with a Planned-Mixed Use (MU-P) zoning designation and a land use designation of Mixed-Use (MU-D). As a City-owned site, the Art Park has the potential to serve City-identified community needs and to play an important part in the City's efforts to catalyze development and build additional housing in the West End District.

The Art Park site includes an undeveloped paved area, a warehouse building used as storage by Public Works, a building used by a tenant of the City (Twining Labs), and a parking area leased to A and R Plumbing. The Art Park is available for rent to be used as an event space and is the location of the monthly 831 Night Market and occasional drumming lessons. While the Art Park does become lively once a month during the 831 Night Market, it is generally underutilized.

Over the years, the City has identified a number of potential uses and priorities for the Art Park site. These have included parking, housing, food and beverage, and civic/community space. The Art Park site is included in the Site Inventory of Sand City's 6th Cycle Housing Element as a site that will accommodate 16 affordable units (8 extremely-low income and 8 low-income). The Sand City Vibrancy Plan envisions developing the Art Park with retail and restaurants on the first floor, parking on the second floor, and open-space civic uses on the third floor. The Sand City West End Parking Plan identifies the site for parking.

On February 20, 2024, City staff presented a number of ideas for the short-term, mid-term, and long-term use of the Art Park site to City Council during an “Art Park Visioning Workshop”. The long-term ideas presented included:

- Develop the site with affordable live/work artist units;
- Develop the site to include event space, a public parking garage, and retail; and
- Develop the site with a Public Library or community center.

Based on the options presented, City Council provided direction to staff to explore use of the Art Park site to:

- Provide affordable housing geared towards artists;
- Retain an undeveloped park-like area to be used for community events; and
- Provide food and beverage and art studio space.

B. PROJECT DESCRIPTION

Since receiving direction from City Council in February of 2024, City staff have been working with ELS Architecture and Urban Design to develop a programmatic concept for the Art Park site that retains the open space Art Park plaza; provides affordable housing; provides art studio space; and provides food and beverage space.

Exhibit 3, Floor Plan, shows a potential layout for the Art Park site, which includes:

- 49 residential units: (4) studios, (32) 1-bedroom units, (9) 2-bedroom units, (4) live work artist lofts;
- 6,885 square feet of commercial and community space;
    - Food & Beverage: 3,297 square feet
    - Art Studio (‘Makerspace’): 2,628 square feet
- 12,000 square feet open space (Art Park plaza):
    - Benches
    - Stage
    - Lawn
    - Landscaping
    - Outdoor seating
    - Shade structure

The number of affordable residential units has not yet been determined. However, at least 16 of the units will be deed-restricted affordable (8 extremely-low income and 8 low-income units), as required by Sand City’s 2023-2031 Housing Element.

Exhibit 4, Art Park Renderings, provides three visualizations of the site: one daytime rendering (regular day), one daytime rendering (during an event), and one sunset rendering (during an event). The event rendering shows what the site would look like with food trucks parked on the street if Ortiz Avenue were temporarily closed to vehicular traffic during an event.

C. GENERAL PLAN, ZONING ORDINANCE, SURROUNDING LAND USES

General Plan:
The site has a General Plan land use designation of Mixed-Use (MU-D) and is within the 'Old Town Planning Area'. Applicable Land Use Element policies are as follows:

- *Goal 2.1: Transform the Old Town district from an area of heavy industrial, unplanned land use mix and warehouse uses to a planned area of light manufacturing, service commercial and residential uses, with a heavy emphasis towards streetscape beautification.*

- *Policy 2.1.1: Encourage the establishment of new land uses within the Old Town district that: • Provide goods and services required by the community and surrounding area • Are generally complementary to other desirable businesses in the area and are residentially compatible in terms of being low-impact neighbors to residential uses • Contribute to a diversity of activities that could include artisans, ethnic markets, and restaurants, entertainment, and incubator industries*

- *Goal 2.2: Create pedestrian-oriented streets in the Old Town District.*

- *Policy 2.2.2: Encourage the establishment of outdoor uses (restaurant seating, etc.) adjacent to public sidewalks provided than an unobstructed corridor is maintained for pedestrian circulation.*

The General Plan states that compatible uses within the Mixed-Use Development designation includes workshops for artisans, galleries, live-work units, and restaurants. The proposed site program is in conformance with the General Plan goals and policies listed above.

Vibrancy Plan
Vibrancy Plan recommendations for commercial development in the area are principally intended to support transformation of the warehousing/manufacturing/commercial – service orientation of the core planning area to one oriented to retail and visitor serving uses. The Vibrancy Plan includes tools focused on increasing commercial and visitor serving uses in the area:

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

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

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

The proposed site program furthers a number of the Vibrancy Plans goals by providing food and beverage uses, artists' studios, and entertainment venues along Contra Costa Street and Ortiz Street, as well as residential units.

Housing Element

Since parcel 011-196-020-000 (City-owned) was previously identified in the 5th cycle Housing Element, the site is subject to by-right development requirements pursuant to Government Code section 65583.2(c). If the site were privately owned, and a developer proposed a project with a minimum of 20 percent affordable, the City would be required to permit development without discretionary action on this parcel.

Zoning Code Regulations:

The Planned Mixed Use (MU-P) zoning district, within which the site is located, implements General Plan and Vibrancy Plan policies and recommendations. The proposed site program qualifies as a principally permitted use because it is a mixed-use housing project with five or more units, at least 15% of which are affordable to lower-income households.

Regulation	Code Allowance	Proposed	Discussion
Building Height	Up to 60 feet	60 feet	
Housing Density	Up to 81 dwelling units / acre	94.5 dwelling units / acre	Project will use density bonus.
Parking – Multi-family (one-bedroom units)	1 space per unit	0	See discussion below.
Parking – Multi-family (two-bedroom units)	1.5 spaces per unit (one of which shall be covered)	0	See discussion below.
Parking – Artist Live-Work	1 space per live-work unit	0	See discussion below.
Parking – Eating establishments	Varies	0	See discussion below.
Parking – Artist Studio/Workshop	1 space per 700 square feet	0	See discussion below.

Setbacks			
Front	6 feet	=>6 feet	
Side	6 feet	0 feet	City is updating Zoning Ordinance to reduce side setback to 0 feet.
Rear	6 feet	0 feet	City is updating Zoning Ordinance to reduce rear setback to 0 feet.

Parking:

The proposed site plan does not include on-site parking and does not meet the required number of off-street parking spaces required per SCMC section 18.64.050. The goal of the proposed site plan is to maximize City-identified priorities on this small city-owned site. Providing the required parking would result in loss of the open-space plaza or would require a parking garage, which would likely render the project financially infeasible.

There are a number of alternate methods for a project like this to comply with parking requirements:

- Incentives and waivers pursuant to State Density Bonus Law (state law section 65915(d)(2).
- Parking reductions are available pursuant to State Density Bonus Law (state law section 65915(p)).
- Payment of In-Lieu Fee for parking (SCMC section 18.64.090).

Setbacks:

The City is currently working on revisions to the zoning ordinance to reduce side and rear setbacks to 0 feet in the MU-P District.

Government Code Considerations:

The Surplus Lands Act generally applies to City-owned property. Surplus land is defined by Government Code section 54221(b)(1) as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures.

The Surplus Lands Act requires local agencies to provide a written Notice of Availability (NOA) of surplus land for lease or purchase to local public entities and housing sponsors (government code section 54222). According to the 2024 Surplus Land Act guidelines (section 202(a)(1)(A)(i)), the local agency must provide the NOA at least 60 days before issuing a Request for Proposals (RFP) or otherwise disposing of the property.

If the Art Park is sold, or leased for a term of 15 years or more, it is likely subject to the Surplus Lands Act noticing requirements.

D. ECONOMIC ANALYSIS AND FINANCING

While working through the conceptual site design for the Art Park, the City reached out to Keyser Marston Associates (KMA), for advice on the financial feasibility of the project. Based on KMA's review, a funding gap exists with 100% affordable units. Market rate units would be needed to reduce the funding gap.

Grant Opportunities

The HCD Affordable Housing and Sustainable Communities (AHSC) Program funds projects that implement land-use, housing, and transportation that reduce greenhouse gas (GHG) emissions. Historically, most successful awards have included a partnership between developers of affordable and mixed-income housing, local governments, regional transportation agencies, and public transit providers. Affordable housing developments must include at least 20 percent of the total number of units as affordable (up to 60% of the Area Median Income). The proposed affordable housing development must be within a ½-mile walk of an existing transit stop. This is an annual grant.

Additional grants are available, especially for projects that include affordable housing. The City's grant consultant is looking at other relevant grants.

E. CALIFORNIA ENVIRONMENTAL EQUALITY ACT (CEQA) / NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):

The project would likely be exempt from CEQA pursuant to CEQA guidelines Section 15332, Infill Development projects. The correct CEQA process would be determined during the planning phase of the project. Note: if federal funds or tax credits are part of the project financing stack, National Environmental Policy Act (NEPA) compliance would be required.

F. DEVELOPMENT OPTIONS

There are a number of different ways to finance, construct, and operate this type of development. Three options are described below:

1. Partner with a Developer

Partnering with a developer could take the form of a public-private partnership, a joint venture, a ground-lease, or a combination of all three. The exact partnership structure between the City and the developer would be worked out through a development agreement once the developer is selected.

a. Public-Private Partnership

A public-private partnership is a collaborative arrangement between a government agency and a private-sector company to finance, design, build, operate, and/or maintain a public project. The public agency typically defines the public interest goals and the private partner may finance, construct, and/or operate the project. A public-private partnership is often governed by a lease or agreement (i.e., development and disposition agreement).

A local example of a public-private partnership is the Tannery Arts Center in Santa Cruz. The Tannery Arts Center offers 100 loft residences and 28 working artist studios. It was developed in partnership between the City of Santa Cruz Economic Development Department and Artspace, Inc. Artspace, Inc is a nonprofit real estate developer for the arts.

Advantages	Disadvantages
City maintains long-term public control of the land.	City has oversight but not co-ownership.
City usually retains asset ownership.	Profits mostly retained by developer.
City partners with an expert in developing affordable housing / mixed-use projects.	
Developer may receive public subsidies.	
Funding provided by developer.	

b. Joint venture

A joint venture can be between two private entities or between a public agency and a private entity (nonprofit or for-profit developer). A joint venture is a formal partnership created to carry out a specific development project—such as affordable housing, mixed-use development, or redevelopment of surplus land. This structure typically results in a new legal entity formed which allows both parties to share resources while pursuing mutually beneficial outcomes (e.g., public benefits and private returns).

Advantages	Disadvantages
City is a co-owner.	Land is contributed to the new joint entity.
City partners with an expert in developing affordable housing / mixed-use projects.	
Profits shared between city and developer.	
Funding provided by developer.	

c. Ground lease

A ground lease is a long-term lease agreement (typically 30-50 years or more) in which the city retains ownership of the land but leases it to a developer who is responsible for financing, constructing, and operating the improvements on the property.

Advantages	Disadvantages
City maintains long-term public control of the land.	City doesn't have control over project.
Ensure property is used to meet public goals.	
Funding provided by developer.	

2. City Builds and Operates Project

In this scenario, the City would retain full control of the site and the project. Under this scenario, the City would likely fund the project with City funds as well as grants. The City could manage the site operations itself or partner with an organization that would manage the planning, construction, and ongoing operations of the site for the City.

Advantages	Disadvantages
City maintains full control over the land and the project programming, design, etc.	Funding may be a challenge.
City would hire a project manager to manage the entire project.	City doesn't have experience building/operating developments.
	Present large impact on already limited staff time.

3. Sell Property

A third option would be for the City to sell the property to a developer. However, the City would lose all site control (both loss of land control and development program control).

Advantages	Disadvantages
City receives a one-time increase in revenue and has little to no responsibilities for the site.	Loss of control over the property and the project.

Preferred Option

Based on the advantages and disadvantages listed above, City staff recommends Option #1, Partner with a Developer, for the development of the Art Park site and recommends that the City releases a Request for Proposals for developers. However, the City Council may select any of the above options.

G. CITY COUNCIL DIRECTION AND AUTHORIZATION

City staff is seeking direction from City Council on the City's preferred development option. Based on the development option selected, City staff seeks authorization to do what is necessary to implement the selected option, which could include, but may not be limited to, preparing a Notice of Availability, releasing a Request for Proposal, hiring a project management firm, conducting additional financial analysis, and working with a developer.

H. CALIFORNIA ENVIRONMENTAL EQUALITY ACT (CEQA):

The action by City Council to release the NOA and RFP is not considered a project under CEQA. A CEQA determination on the actual project design will occur at the time the formal project is brought forward to the City Council.

I. FISCAL IMPACT:

There will be staff time expenditure associated with the preparation of the Notice of Availability, Request for Proposals, review of proposals, selection, and negotiations with a selected developer and/or project manager on the Partnership Agreement and/or Development Agreement.

J. RECOMMENDATION

1. Staff recommends the City Council adopt a Resolution, attached as Exhibit 1, to:

   "Direct and authorize the City Manager to do what is necessary to implement Option #1, Partner with a Developer."

K. EXHIBITS

1. Resolution approving City to prepare a Notice of Availability and a Request for Proposal based on the conceptual plans.
2. Location Map
3. Conceptual Floor Plan
4. Art Park Renderings

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY STEPS TO DEVELOP THE ART PARK SITE (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000)

WHEREAS, the City owns four parcels (APNs 011-196-020-000; 011-196-015-000; 011-196-014-000; and 011-196-023-000) referred to as the Art Park site;

WHEREAS, the Art Park site is included in the Site Inventory of Sand City's 6th Cycle Housing Element as a site that will accommodate 16 affordable units;

WHEREAS, on February 24, 2024, City Council gave City staff direction to develop a site program and renderings of the Art Park site that includes affordable housing; artist studios; community event space; and food and beverage space;

WHEREAS, ELS Architecture and Urban Design prepared a floor plan and renderings that include the above uses;

WHEREAS, Keyser Marston Associates prepared a financial analysis of the site program;

WHEREAS, the City is considering partnership opportunities to develop the site program;

WHEREAS, there are a number of different development mechanisms (e.g., public-private partnership, joint venture, ground lease, City builds and operate project) that may be used to develop the project;

WHEREAS, the City-owned property may be subject to the Surplus Lands Act noticing requirements, if leased or sold;

WHEREAS, the City will release a Notice of Availability if required by the Surplus Lands Act; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby directs and authorizes the City Manager to do what is necessary to implement Option #1, Partner with a Developer, as listed in the staff report.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

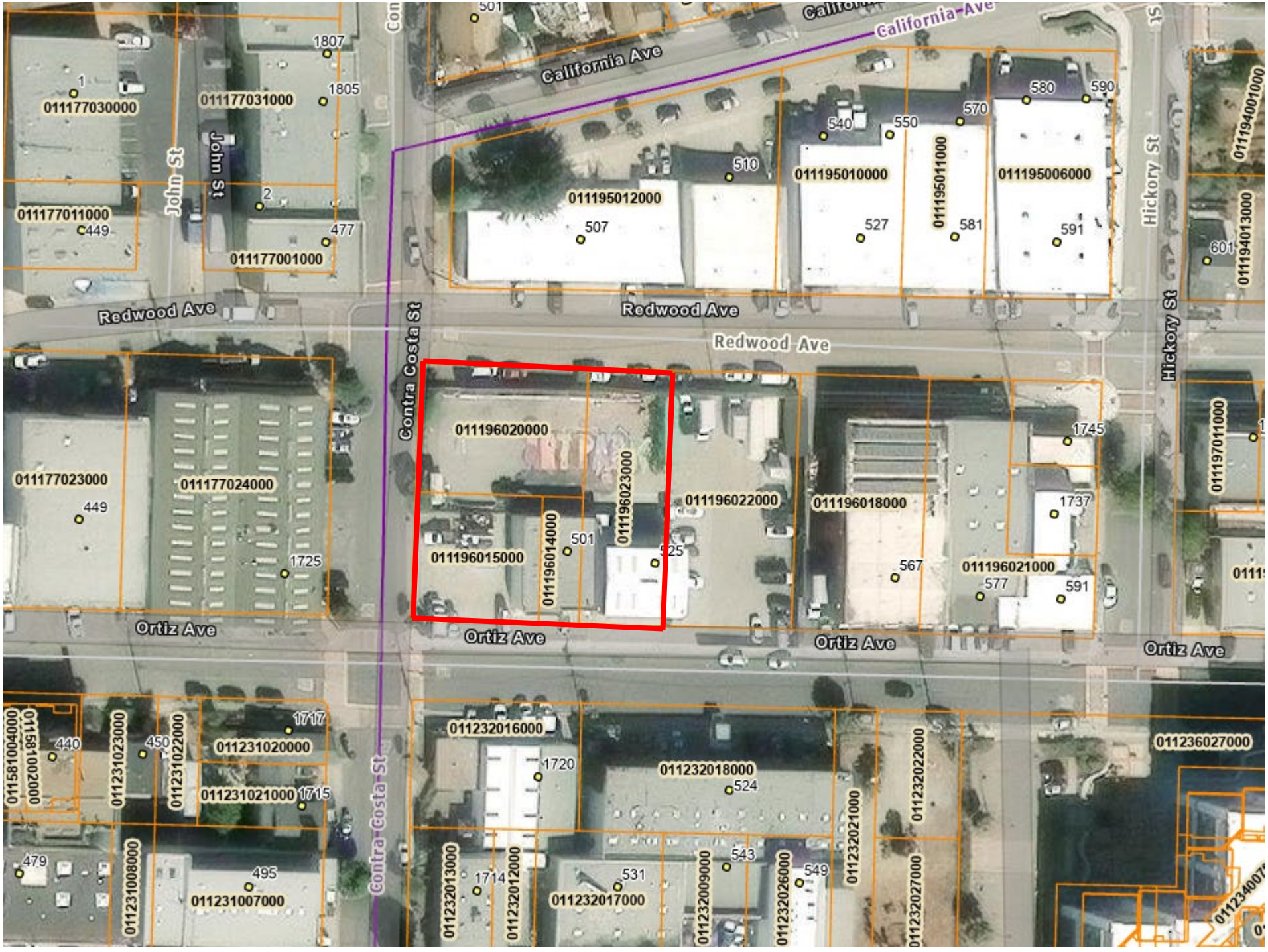
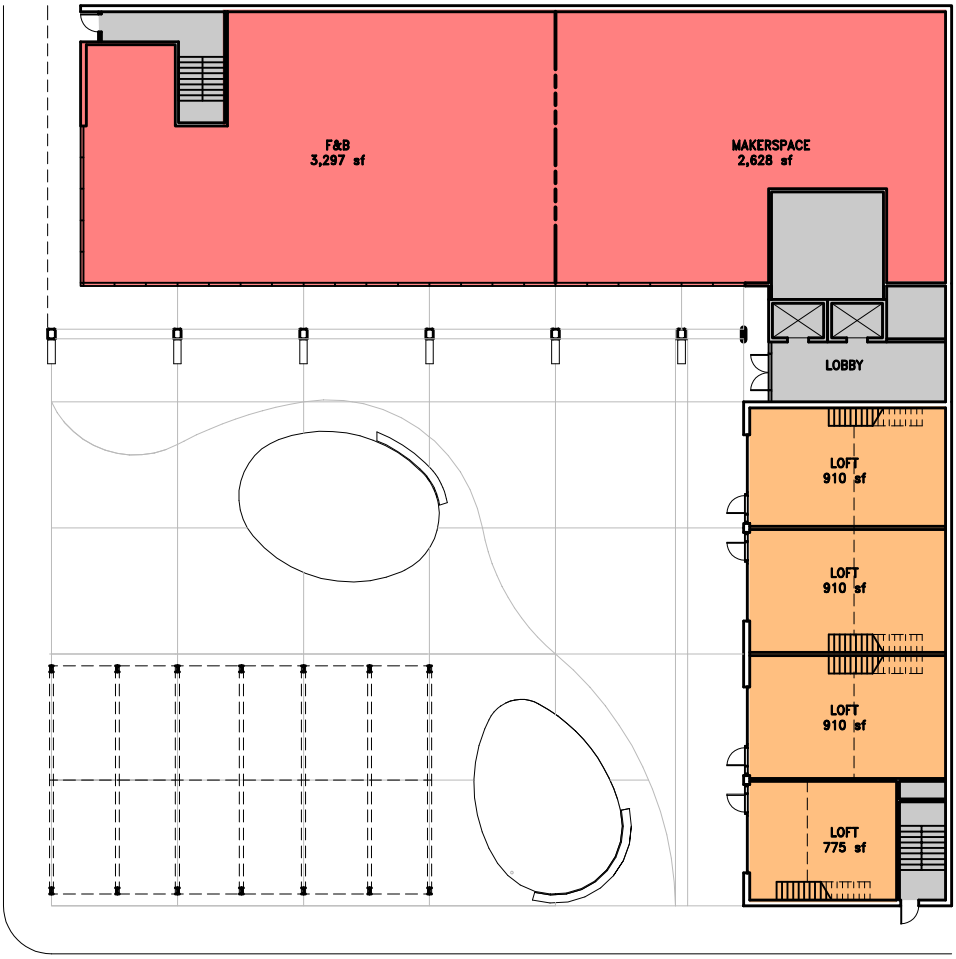


Exhibit 2
Location Map

Exhibit 3 Conceptual Floor Plan



FOOD AND BEVERAGE	3,297 SF
MAKERSPACE	2,628 SF
RESIDENTIAL	4 LOFTS
LEVEL 1 FLOOR AREA	10,273 SF

RESIDENTIAL UNIT COUNT
49 TOTAL

SAND CITY PLHA REAP ART PARK

LEVEL 1 PLAN
1/32" = 1'-0"
els 5/15/2025

LEVEL 2,3
11,955 sf



RESIDENTIAL:

STUDIO	2
1 BEDROOM	10
2 BEDROOM	3

LEVEL 2, 3 FLOOR AREA 11,955 SF

SAND CITY PLHA REAP ART PARK

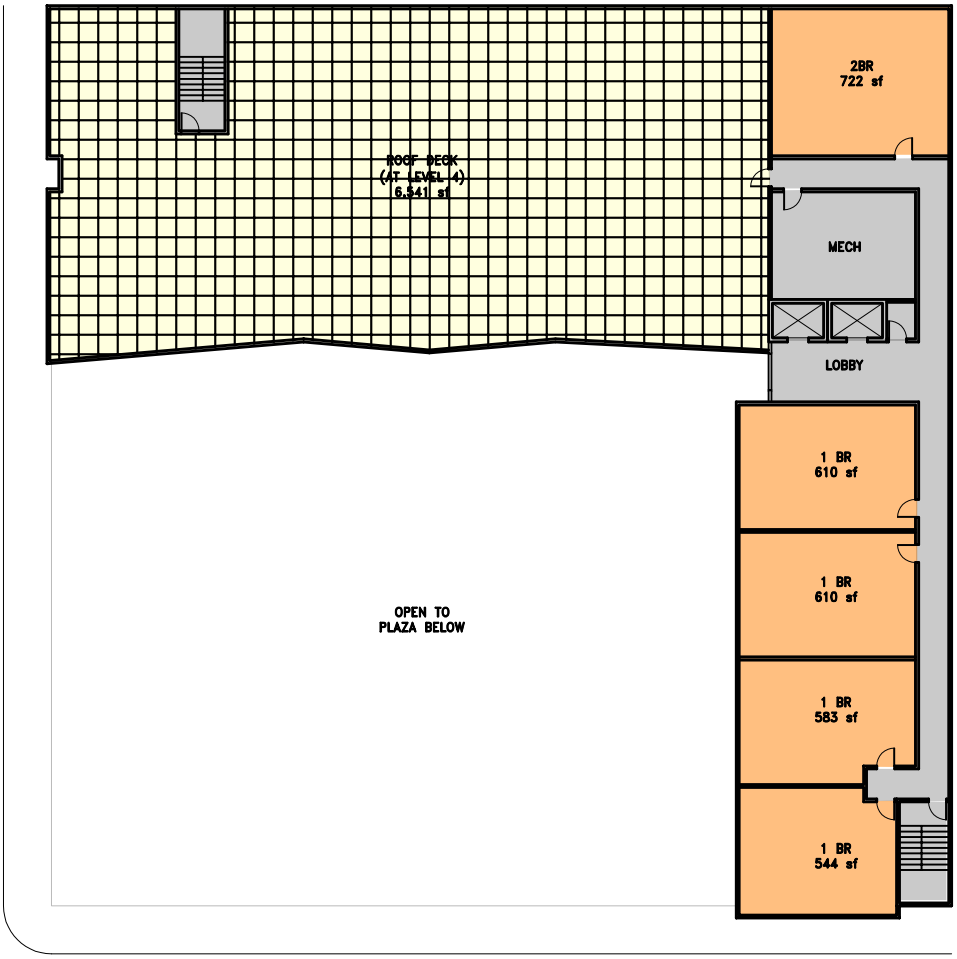
LEVEL 2 AND 3 PLAN

1/32" = 1'-0"

els 5/15/2025

LEVEL 4
5,082 sf
(plus roof deck)

LEVEL 5,6
5,082 sf



RESIDENTIAL:

1 BEDROOM	4
2 BEDROOM	1

LEVEL 4, 5, 6 FLOOR AREA	5,082 SF
LEVEL 4 ROOF DECK	6,541 SF

SAND CITY PLHA REAP ART PARK

LEVEL 4, 5, AND 6 PLAN

1/32" = 1'-0"

els 5/15/2025

Exhibit 4 Art Park Renderings




La Boucherie
La Boucherie
MAKERSPACE


MAKERSPACE

AGENDA ITEM
9C.

Approve the Solicitation of Request for Proposals (RFP) for the Multiuse Bike Trail Final Design

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager & Audrey Cray, HR/Risk Manager
SUBJECT: Approve the Solicitation of Request for Proposals (RFP) for the Multiuse Bike Trail Final Design
DATE: July 15, 2025

BACKGROUND/DISCUSSION:

The Monterey Bay Coastal Recreation Trail spans 18-miles from Pacific Grove to Castroville. However, there is a gap in the trail system within the City from the intersection of Canyon Del Rey Boulevard (State Route 218) and Del Monte Avenue to the State Route 1 on ramp at the City's Northern boundary. As a result, trail users are diverted approximately 2-miles onto City streets crossing State Route 1 and behind the Sand Dollar shopping center before reconnecting with the regional trail system.

The Sand City Multiuse trail aims to close that gap in the regional trail system. The City hopes to construct the Multiuse Trail from Canyon Del Rey to Playa Avenue and Monterey Salinas Transit will construct the Multiuse Trail from Playa Avenue to the City's Northern boundary. The trail project will significantly improve trail connectivity for Sand City residents and visitors, enhancing access to parks, schools, workplaces, and other destinations.

Utilizing grant funding in the amount of $305,000, obtained through Monterey Bay Air Resources District (MBARD) Clean Air Management Program, the City was able to work with its consultant team, which includes EMC Planning Group, BFS Landscape Architects, Harris Engineers, Polaris Land Surveying, and TL Engineering to prepare technical studies and conceptual design plans for the project. As presented to City Council at the June 17, 2025 meeting, the City now has completed and approved 30% Design Plans. The 30% design includes preliminary civil engineering, landscaping, planting, irrigation, and lighting components.

REQUEST FOR PROPOSAL

On May 8th, 2024, the Association of Monterey Bay Governments (AMBAG) approved grant funding in the amount of $1,960,000. While our team of consultants has performed exceptionally in getting plans to 30%, the funding source for this grant is from Federal funds

from Department of Transportation (DOT). Caltrans administers the grant and is requiring that the City issue an RFP for consultant services prior to accessing those funds. City staff is currently working closely with AMBAG to process a programming change to the project for funding. The RFP will only be released once the programming change has been approved by AMBAG.

Due to the funding requirements, staff is recommending the initiation of a request for proposal (RFP) to retain the Architecture and Engineering (A & E) services of a consulting firm to provide a range of professional services including project management, land surveying, engineering design, right-of-way, utility relocation, bidding support, design support during construction, community and stakeholder outreach, grant application support, and related services in order to take the current 30% design plans to 100% completion.

CEQA:

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

FISCAL IMPACT:

There is no fiscal impact with this item. $1,960,000 in grant funding has already been granted from Association of Monterey Bay Governments (AMBAG) to the City of Sand City. Staff will bring back a contract for the award of the Multiuse Bike Trail Final Design RFP, and the fiscal impact will be analyzed at that time.

RECOMMENDATION:

It is recommended that the City Council approve the Request for Proposals (RFP) for the Multiuse Bike Trail Final Design in substantially the same form as in Attachment 1, after review by City Attorney and authorize solicitation of proposals after the programming change for funding has been approved by AMBAG.

ATTACHMENTS:

1. RFP Multiuse Bike Trail Final Design

REQUEST FOR PROPOSALS

(Sand City INVITES CONSULTANTS TO SUBMIT THEIR PROPOSALS FOR):

Sand City MULTI-USE BIKE TRAIL
FINAL DESIGN

You are invited to submit your proposal for the services to complete the above project. Proposals are due via email by XXX, 2025, 12:00 pm noon PST to snorton@sandcityca.org

The Request for Proposals and supplemental information, if any, are available on the Sand City Website or may be obtained by contacting Snorton@sandcityca.org.

Date: **July 16, 2025**

TO: **Interested Consultants**

FROM: **Vibeke Norgaard, City Manager**

SUBJECT: **Sand City Multi-use Trail Project**

INVITATION

You are invited to submit a Proposal for the referenced services.

This request is seeking services that qualify as "Architecture and Engineering" (A&E) services. Sand City will negotiate the project budget after selection of the top ranked consultant. The cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal. Upon notification, if your firm is selected as the top ranked firm, Sand City will require completion of the appropriate Caltrans cost proposal to initiate budget negotiations.

Please submit one (1) digital copy of your Proposal to City Hall at snorton@sandcityca.org**.**

There is no requirement to submit a paper copy of your proposal. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP, for a period of ninety (90) days from the time of submittal.

Proposals and inquiries relating to this Request for Proposals shall be submitted to:

snorton@sandcityca.org

Email inquiries, including the submittal of the Proposal, relating to this Request for Proposals should include "The Project Multiuse Bike Trail – Final Design" in the subject header.

BACKGROUND

The City of Sand City ("City") encompasses approximately 350 land acres and is located on the Monterey Peninsula, approximately 120 miles south of San Francisco. With 1½ miles of coastal frontage along the Monterey Bay, the City lies along the scenic Highway One freeway which bisects the city from north to south. The City has developed a 30% design and plans for the Sand City Multiuse Trail Project ("Project"). The Project is located within an existing 100-foot Railroad Right-of-Way ("TAMC RR ROW") owned by the Transportation Agency for Monterey County (TAMC). The Project will close a critical 1-mile gap in the Monterey Bay Coastal Recreation Trail (MBCRT).

The Project goals are to enhance regional trail connectivity while promoting alternative and sustainable transportation options such as walking and cycling. By incorporating landscaped areas and establishing a continuous green belt along the corridor, the Project will improve local aesthetics and help create a safer and more attractive public space for the community. The project will also prioritize accessibility, and ADA-compliant designs to ensure safe and inclusive access for users of all ages and abilities. Additionally, by encouraging non-motorized travel, the project aims to reduce vehicle emissions and support broader efforts to improve air quality and reduce pollution throughout the region.

The Project has garnered strong regional support from local jurisdictions, public officials, and community organizations including the Cities of Marina, Del Rey Oaks, Pacific Grove, Seaside, and Monterey, California State University Monterey Bay (CSUMB), the Monterey Peninsula Unified School District (MPUSD), the Monterey County Board of Supervisors, Senator John Laird, Congressman Jimmy Panetta, TAMC, and Monterey-Salinas Transit (MST).

The 30% design includes preliminary civil engineering, landscaping, planting, irrigation, and lighting components. In compliance with the California Environmental Quality Act (CEQA), a Notice of Exemption (NOE) has been prepared and filed for the project. The City anticipates that the Project will qualify for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), consistent with the requirements of the U.S. Department of Transportation.

PROJECT DESCRIPTION

The Project will extend approximately one mile within the TAMC RR ROW defined above, beginning at the intersection of Canyon Del Rey Boulevard (State Route 218) and Del Monte Avenue in the City of Seaside, and continuing north to the intersection of Playa Avenue at California Avenue in the City of Sand City, where it will connect to the future MST SURF! Busway station.

The Project incorporates a variety of amenities and intersection improvements to enhance

safety, accessibility, and user experiences. Key intersection features include protected crossings with curb extensions, high visibility crosswalks, and signage and striping improvements to enhance safety for trail users. The Project also includes landscaping, strategically placed lighting for visibility and security, directional signage, off-street parking areas at multiple access points, public gathering areas with benches and picnic tables, and several outdoor exercise stations with durable fitness equipment.

This RFP will be used by the City to select a consultant or consultant team to provide a range of professional services including project management, land surveying, engineering design, right-of-way, utility relocation, bidding support, design support during construction, community and stakeholder outreach, grant application support, and related services as further described in this RFP. The Project design and final alignment shall be reviewed and approved by the City.

Attachment A is a draft Scope of Work. A final Scope of Work will be made a part of the professional services agreement between Sand City and the consultant. A copy of the City's standard agreement is included in Attachment B. Any requests to modify the standard contract provisions must be made as part of the response to this RFP. A single document will be prepared between the Consultant and the City consistent with the provisions of these attachments.

It is important that the consultant has the capability to work closely with City staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

PROJECT SCHEDULE

The Project design is anticipated to take approximately 12 months to complete, starting in October 2025 and being completed by October 2026.

SELECTION PROCESS

The City staff will establish a staff level review committee to review the proposals. This review may be followed by an oral interview with the firm(s) that respond(s) best to the RFP. Based on the recommendations of the review committee, the City will issue a "Notice of Intent to Award" notice to all responders, indicating staff's intent to negotiate with the specific firm considered to be the most qualified consultant or consultant team.

City staff will then negotiate a final Scope of Work and a Budget for the Project with that consultant or consultant team. The final Scope of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones. The Budget shall include an estimated cost per task and may be required to use the appropriate Caltrans cost proposal format. Upon successful completion of negotiations, the consultants or consultant teams will be recommended to the City Council for final selection and contract approval.

Should the most qualified consultant or consultant team and the City fail to successfully

negotiate a final scope of work and a mutually agreed upon budget for these consulting services, then the City reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

Further, the City may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most favorable terms to the City. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer. The City will submit the proposal considered to be the most responsive, competitive and most fitting to the needs of the project, to the City Council for consideration and selection. The City reserves the right to accept or reject all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The evaluations will initially be based upon the following criteria:

1	Firm Profile & Project Team: Do the qualifications of key personnel to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel and sub-consultants have requisite education, experience, and professional qualifications? Does the firm's organizational structure show sufficient depth for its present workload, and do assigned personnel have sufficient availability for project? Does the firm accept the contract terms as proposed?	20 points
2	Relevant Project Experience: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity, demonstrated experience with innovative engineering design and landscaping design specifically related to greenway projects, bicycle and pedestrian design, ADA design, safety improvements, utility relocation, stakeholder engagement, and community outreach during the design process? Is the firm familiar with Monterey County and related environmental issues? Does the firm have experience in preparing bid documents and managing construction process?	30 points
3	Specific Approach: How will the firm, specifically the key personnel assigned to the project, apply its techniques and resources to ensure the project is properly completed? How will key personnel approach problems when they arise? Has the firm described its ability to achieve specified project delivery goals? Has the firm considered alternative concepts to achieve the desired goals?	40 points
4	References: Are the firm's references from past clients and associates favorable? Does the firm show financial and operational stability?	10 points

Total of 100 possible points

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Proposals and any addenda will be posted on the City's website at RFP/Bids. Questions and answers regarding the request for proposals will also be posted on the website. All prospective proposers are responsible for checking the website for any and all addenda to this RFP, and the proposal must acknowledge all addenda issued in order to be considered responsive. To receive email notifications of addendums to this Request for Proposals, prospective proposers must submit an email request to snorton@sandcityca.org.

Any requests for clarification or exceptions to requirements in this Request for Proposals must be received by the City no later than **XXXX, 2025,** to guarantee response or consideration. Responses to questions concerning this RFP submitted before this deadline will be posted on the City's website.

SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

All interested firms are required to submit one (1) digital copy of their Proposal to perform the requested consulting services. The Proposal must include the names and qualifications of all personnel to be employed on the project. The Proposal should provide a short description of the firm's experience with projects that relate to this Scope of Work (Attachment A). A list of relevant past clients should be included.

A. Project Team
The Proposal shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The Proposal shall demonstrate that the key personnel have the time available to work on the project. The Proposal shall include the estimated number of hours individual personnel will dedicate to the project.

B. Demonstrated Knowledge
The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

C. Work Plan
The Proposal shall include the consultant's proposed approach to the development and implementation of the scope of work, broken out by tasks which demonstrate the consultant's knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of work.

D. Proposed Schedule of Work and Deadlines
The Proposal must include availability of the Project Team to conduct work within the anticipated timeframes.

E. Addenda Acknowledgement
The Proposal must include this document with acknowledgement of each addenda issued.

F. References
The Proposal shall include at least three (3) recent references from past clients for similar types of work.

PROPOSED SCHEDULE

Date/ Timeframe	Task
TBD	Issue Notice of Intent to publish Request for Proposals
TBD	Distribute RFP
TBD	Deadline for questions and/or requests for clarification or exceptions by 12:00 pm noon PST
TBD	**Proposals due by 12:00 pm noon PST**
TBD	Review and rank proposals
TBD	Hold interviews (if necessary)
TBD	Determine top ranked consultant, send Tentative Award letter, negotiate contract
TBD	Bring contract to Sand City Council or approval

MISCELLANEOUS

A. Modification or Withdrawal of Submittals

Any Proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified Proposal must be received by the time and date specified above.

B. Property Rights

Any Proposals received within the prescribed deadline become the property of Sand City and all rights to the contents therein become those of Sand City.

C. Confidentiality

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Qualifications

Sand City reserves the right to amend the Request for Proposals by addendum before the final Proposal submittal date.

E. Non-Commitment of Sand City

This Request for Proposals does not commit Sand City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with Sand City that may have an impact upon the outcome of this contract or Sand City's construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or Sand City projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on Sand City projects.

G. Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of Sand City pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. Final Selection and Protests

The RFP process is considered concluded when a "Tentative Award" letter is sent to all participating consultants indicating which consultant will be recommended for Board approval. The firm recommended is not a final selection and no contract is certain until approved by Sand City City Council.

Protestants shall submit a detailed written statement of protest to:

snorton@sandcityca.org

no later than five (5) business days after receipt of the Tentative Award letter described above.

<u>QUESTIONS</u>

If you need assistance or have any questions, please email the at snorton@sandcityca.org

Attachments:

A. Scope of Work
B. Sample Sand City Standard Agreement for Professional Services
C. Addenda Acknowledgement Form
D. Project Limits
E. 30% Design Plans including Aerial/ROW/Utility Survey and Photos Link

ATTACHMENT A
SCOPE OF WORK

PROJECT BACKGROUND

The City of Sand City ("City") encompasses approximately 350 land acres and is located on the Monterey Peninsula, approximately 120 miles south of San Francisco. With 1½ miles of coastal frontage along the Monterey Bay, the City lies along the scenic Highway One freeway which bisects the city from north to south. The City has developed a 30% design and plans for the Sand City Multiuse Trail Project ("Project"). The Project is located within an existing 100-foot Railroad Right-of-Way owned by the Transportation Agency for Monterey County (TAMC). The Project will close a critical 1-mile gap in the Monterey Bay Coastal Recreation Trail (MBCRT).

The Project goals are to enhance regional trail connectivity while promoting alternative and sustainable transportation options such as walking and cycling. By incorporating landscaped areas and establishing a continuous green belt along the corridor, the Project will improve local aesthetics and help create a safer and more attractive public space for the community. The project will also prioritize accessibility, and ADA-compliant designs to ensure safe and inclusive access for users of all ages and abilities. Additionally, by encouraging non-motorized travel, the project aims to reduce vehicle emissions and support broader efforts to improve air quality and reduce pollution throughout the region.

The Project has garnered strong regional support from local jurisdictions, public officials, and community organizations including the Cities of Marina, Del Rey Oaks, Pacific Grove, Seaside, and Monterey, California State University Monterey Bay (CSUMB), the Monterey Peninsula Unified School District (MPUSD), the Monterey County Board of Supervisors, Senator John Laird, Congressman Jimmy Panetta, TAMC, and Monterey-Salinas Transit (MST).

The 30% design includes preliminary civil engineering, landscaping, planting, irrigation, and lighting components. In compliance with the California Environmental Quality Act (CEQA), a Notice of Exemption (NOE) has been prepared and filed for the project. The City anticipates that the Project will qualify for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), consistent with the requirements of the U.S. Department of Transportation.

GOALS

The design process shall be cooperative and interactive with stakeholders. Strong community outreach and participation will be a critical component to make the project more competitive for state, federal and private matching grant funds, and to fulfill Sand City's commitment to Stakeholder Jurisdictions.

The goals of this scope of professional services are to perform grant application support, engineering design, utility relocation, bidding support and design support during construction and landscape architecture, lighting and traffic engineering. The design, final alignment, and right-of-way shall be reviewed and approved by Sand City.

SCHEDULE

The Consultant shall develop a schedule with the following deadlines:

October 2025	Begin Design
October 2026	Complete Design
November 2026	Construction Award (Anticipated)

STAKEHOLDER JURISDICTIONS

This is a multijurisdictional project. The following "Stakeholder Jurisdictions" shall be closely involved in the development of the Project design:

- City of Sand City
- City of Seaside
- TAMC
- Caltrans

SCOPE OF WORK

The scope of work for this Project is organized into the following main areas intended to accomplish the Project goals:

- Project Management
- Final Landscape Design
- Land Surveying
- Engineering Design (Plans, Specifications, and Estimates - PS&E)
- Right-of-Way
- Utility Relocations (if needed)
- Community and Stakeholder Outreach

- Grant Application Support
- Bidding Support
- Design Support During Construction
- Construction Management/Supervision of Construction

The consultant may propose a reorganization or consolidation of these tasks as well as any additional tasks needed to meet project goals. However, all required tasks, and any optional tasks must be included in the proposal.

Task 1: Project Management

Task 1.1 Project Management:
Consultant shall serve as overall Project Manager during the entire duration of the Project. General project management responsibilities include:

- Prepare and update master project schedule
- Coordinate progress meetings
- Effectively communicate with City Staff regarding progress
- Participate in preparing content for grant applications
- Provide coordination with other agencies
- Manage subconsultants
- Oversee all the project components listed in this Scope of Work
- Effectively manage budget, schedule, and resources
- Ensure Quality Assurance and Quality Control Measures are completed
- Prepare invoices at the end of each month for the previous month's work
- Prepare all required bid documents

Task 1.2 Progress Meetings:
Consultant shall provide meeting coordination and oversight. At the start of this Project, a kick-off meeting shall be scheduled to establish the project team, review the scope of work and project schedule and establish roles and lines of communications. For estimating purposes, Consultant shall include twelve-(12) meetings (appropriate subconsultants in attendance). The kick-off meeting shall be in person at Sand City Hall. Progress meetings may be in person or via teleconferences and video-based meetings, as necessary and where possible to save costs. Consultant shall prepare agendas and meeting minutes highlighting decisions made and action items and distribute them to the City and design team.

Task 1.3 Review of Existing Documents and Environmental Impact Report:

Consultant shall review the goals and objectives of the Project, as described in this RFP and in the

City's Project Description. The Consultant shall understand the importance of outreach, stakeholder engagement, and consensus building in achieving the final design and alignment.

The following environmental review has been completed for this Project:

- In compliance with the California Environmental Quality Act (CEQA), a Notice of Exemption (NOE) has been prepared and filed for the project.
- The City anticipates that the Project will qualify for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), consistent with the requirements of the U.S. Department of Transportation

Task 1.4 Field Review of Project alignment:

The consultant shall review the proposed Project alignment and be prepared to go out into the field to walk the alignment. City staff shall facilitate the field walk. City staff and other parties as determined by City shall be invited to participate.

Task 1.6 Agreements and Permits:

Consultant shall confer with State, Federal and local agencies, as appropriate, to determine the permits and permitting requirements required for the Project. Consultant shall assist in the preparation and submittal of all permits, including but not limited to the following permits and agreements:

- Maintenance Agreements - Prepare maps and/or exhibits showing areas of maintenance responsibility, review draft maintenance agreements and provide review comments.
- City of Seaside Encroachment Permit – prepare for City review and submit application.
- TAMC Encroachment Permit – prepare for City review and submit application.
- Caltrans permits for improvements at Canyon Del Rey Blvd (State Route 218) and Del Monte Avenue.

Task 2: Land Surveying

Task 2.1 Review Available Survey Data:

The consultant shall obtain available data and identify any additional information necessary to complete the PS&E and ROW needs for the Project.

The City has prepared an Aerial Survey, ROW Survey, and Utility Survey as part of the 30% Design. The Aerial Survey established horizontal and vertical control in California State Plan coordinates and the NAVD88 datum. The mapping includes visible plan features and spot elevations with a 1' contour interval and 0.2' resolution color orthophotos. The ROW Survey was based on deed and map research to locate the ROW of the corridor and included a field survey of the alignment to locate sufficient monumentation to determine the ROW. A Record of Survey for monument preservation will be made available prior to construction. The Utility Survey located visible evidence of utilities along the project alignment, but it did not locate

underground utilities.

The consultant shall provide additional topographical survey, ROW/Parcel survey, and underground utility mapping as needed to complete the design, including but not limited to the following:

- Property needs for accommodating the trail by jurisdiction.
- Survey needed to design at grade crossings, parking areas, retaining walls, ADA ramps and conforms, and stormwater control measures.
- Improvements at intersections.
- Constraints analysis.
- Existing utility mapping.
- Survey of existing property ownership and status of ownership and status of ownership including fee title, easements, conditions of developments, etc.

Deliverables: Memorandum detailing the field assessments and surveys, including pictures and maps. Native JPG image files, GIS and AutoCAD files, Base Plans, PDF files, word files and excel files shall be submitted to Sand City.

Task 3: Final Landscape Design

Task 3.1 Landscape/Planting/Irrigation/Amenities Plans:
Consultant shall prepare a landscape/planting/irrigation/amenities plan for the Project. Consultant shall present initial designs based on the 30% plans to the City and if requested to Stakeholder Jurisdictions for discussion and approval of the final landscape and aesthetic concept to be incorporated into the Project plans. The plan should include the following elements for each of the three concepts:

1. Landscape design with plant palettes, wall and structure treatments, hardscape palette, irrigation availability, and interpretative opportunities
2. Cost estimates for various elements
3. Illustrative sections and sketches
4. Stakeholder Jurisdiction input summary
5. Determination of approvals and agreements required by Stakeholder Jurisdictions
6. Final Landscape and Aesthetics Plan Exhibits

Task 4: Engineering Design (PS&E)

Consultant shall perform all work in accordance with Federal and State of California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and Caltrans standards.

Task 4.1 Plans, Specifications and Cost Estimate (PS&E):

Consultant shall prepare the engineering design for the Project, from the current 30% design to final design. Designs shall consider opportunities for innovative features and approaches and shall consider project area constraints. The Consultant shall refer to the project description and 30% Plans for specific project improvements to be designed. The 30% Plans will be made available to consultant, in both PDF and AutoCAD. The consultant shall provide final design services, including complete PS&E deliverables at 60%, 90%, and 100% design milestones.

The construction documents included in this task include:

- Construction Plans
- California Construction General Permit (CGP) documentation including a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) filing documents
- Project Specifications and Special Provisions, including Federal requirements
- Quantity Calculations
- Engineer's Opinion of Probable Construction Cost (OPCC)

The Consultant shall write a complete set of technical specifications based on the latest Caltrans Standard Specifications. The Consultant shall develop a complete set of special provisions that adhere to and include all federal requirements. The following plan sheets are anticipated, but not limited to:

1. Title Sheet and Sheet Index
2. Key Map, Abbreviations and General Notes
3. Horizontal and Vertical Control
4. Typical Cross Sections
5. Construction Details
6. Demolition Plans
7. Trail Plan and Profiles
8. Parking Area Improvements
9. Temporary Water Pollution Control Plans
10. Erosion Control and Habitat Protection
11. Grading Plans
12. Drainage Plan, Profiles, Details (Including Minor Structures) and Quantities
13. Utility Facilities, including Relocations
14. Construction Area Signs
15. Stage Construction, Traffic Handling and Detour Construction Plans, Details and Quantities
16. Pavement Delineation Plans, Details and Quantities
17. Sign Plans, Details and Quantities

18. Retaining Wall Plans, Profiles, Details and Quantities
19. Traffic Signal Modification (Canyon Del Rey Blvd at Del Monte Ave)
20. Electrical Plans (Trail, Intersection and Overcrossing Lighting, Irrigation Controls)
21. Temporary Traffic Control, including bicycles and pedestrians
22. Landscaping and Irrigation Plans, Details and Quantities

Task 4.1.2 60% PS&E:
The Consultant shall prepare a 60% design that reflects the 30% plan set and stakeholder comments. Consultant shall provide City and any Stakeholder Jurisdictions if requested by City with a set of draft 60% PS&E for review and comment. The 60% PS&E shall address issues such as materials specification, testing requirements, bid item list, and bid item measurement and payment.

Task 4.1.3 90% PS&E:
The Consultant shall prepare a 90% design that reflects the 60% plan set and the stakeholder jurisdiction comments. Consultant shall provide City and all Stakeholder Jurisdictions with a set of draft 90% PS&E for final review and comment.

Task 4.1.4 100% PS&E:
The Consultant shall prepare a 100% design that reflects the 90% plan set and the comments from City and Stakeholder Jurisdictions based on that plan set. Consultant shall provide City and Stakeholder Jurisdictions if requested by City with a set of 100% PS&E. Final Plans and specifications shall be signed and sealed by a California Registered Professional Engineer.

Task 4.2 Analysis and Reports:
This task includes the preparation of technical reports to support the Project design.

Task 4.2.1 Geotechnical Design & Materials Report:
Consultant shall perform the geotechnical investigation based on Caltrans guidelines for preparation of Geotechnical Design and Materials Reports.

1 Research and Data Collection: Consultant shall review available geologic and soil reports and boring logs.

2 Permits / USA Clearances: Consultant shall prepare and obtain encroachment permits required by jurisdictions for borings within agencies jurisdictions, map of borings, and temporary traffic control plans. Consultant shall field locate borings and coordinate USA utility clearance.

3 Field Exploration: Consultant shall conduct borings and provide an evaluation of subsurface conditions for the proposed roadway and structures in the design. Consultant shall classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling and obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings shall be drilled and capped in accordance with permit requirements.

4 Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, sieve/gradation analyses, R-value tests, corrosion tests and Plasticity Index tests.

5 Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the embankments, structures, and pavement design. Slope stability analyses shall be required to provide justification for the proposed 'steeper' slopes and design recommendations for retaining walls.

6 Infiltration Testing: Perform site specific infiltration testing to support the design of Stormwater Control Measures in accordance with the Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (Resolution No. R3-2013-0032) and City requirements.

7 Prepare Draft Geotechnical Design and Materials Report: Prepare preliminary recommendations for grading, utilities, surface drainage, embankments, native soil acceptability as backfill, retaining wall, slope recommendations, and pavement design. The report shall be prepared in accordance with Caltrans guidelines. Also specified in the report shall be information on groundwater conditions, corrosion evaluations, etc. Consultant shall provide Sand City and all Stakeholder Jurisdictions with a draft report for review and comment.

8 Prepare Final Geotechnical Design and Materials Report: Prepare final report that reflects the preliminary report and comments from Sand City and Stakeholder Jurisdictions. Consultant shall provide Sand City and Stakeholder Jurisdictions with a final Geotechnical Design and Materials Report. Final Report shall be signed and sealed by a California Registered Geotechnical Engineer.

9 Design Review Consultation through final design. Consultant shall assist Sand City during the project development and design review process and attend meetings.

Task 4.2.4 Drainage Report:

The Consultant shall review the available data and prepare design calculations to assess the

capacity of the existing drainage systems in the vicinity of the Project. The Drainage Report shall include drainage mapping, an evaluation of the existing conditions, identification of unusual / special conditions, hydraulic analysis and design calculations for the proposed systems.

Task 4.2.5 Stormwater Control Plan:
The Consultant shall prepare a Stormwater Control Plan (SWCP) and all associated documentation, design calculations, and plans for the Project in accordance with Resolution No. R3-2013-0032 Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (PCRs) and the City's latest adopted Stormwater Technical Guide and templates. Applicable design standards may include site planning/source control, water quality treatment, retention, and peak flow control and hydromodification. A preliminary SWCP shall be included with the 60% design submittal.

The consultant shall prepare the initial site-specific Stormwater Pollution Prevention Plan (SWPPP) in compliance with the California Construction General Permit (CGP), latest applicable version. SWPPP preparation shall include conducting applicable research, review, and calculations, and developing applicable appendices and attachments. This work program shall be directed by a Qualified SWPPP Developer (QSD) and shall include submittal of an electronic copy of the SWPPP.

The construction contractor shall be responsible for SWPPP implementation.

Task 4.2.6 Caltrans Environmental Certification and Commitments Record:
Consultant shall conduct a review of the environmental documentation at each design submittal to ensure the Project remains consistent with the project description, impacts, findings, and mitigation measures in the environmental documents. Sand City assumes no additional CEQA documentation will be required.

Task 4.2.9 Trail Lighting Design:
The Consultant shall perform a trail lighting and traffic design for the Project to ensure appropriate and safe lighting is provided and trail improvements are safe for users. This analysis shall include a photometrics analysis based on the light types shown on the 30% design plans. The Photometrics analysis will be used to determine the appropriate spacing of all new lights throughout the Project corridor and where the trail intersects with existing streets. Consultant shall submit analysis to Sand City and Stakeholder Jurisdictions for review and approval.

Task 4.2.10 Traffic Design,
The Consultant shall include assistance with the review and recommendations for traffic related design elements including signing, striping, layout, and intersection control improvements, and analysis at locations where trail traffic enters/exits the parking areas. This may require the collection of traffic volumes to conduct the analysis.

This task shall include improvements at the Canyon Del Rey Blvd (State Route 218) / Del Monte Blvd. intersection, which is a Caltrans intersection. Modifications to this intersection will need to be processed through Caltrans to obtain the appropriate permits and approvals. Based on the 30% design, it is anticipated that the Project will require a Design Engineering Evaluation Report (DEER) process, but the Consultant shall confirm this during the design phase.

Task 4.3 Cost Estimates:
The Consultant shall prepare an itemized estimate of probable construction cost including right-of-way acquisition (if necessary), temporary construction easements, permanent easements (if necessary), utility relocations, if necessary, construction, environmental mitigations, permits, inspection, landscaping, equipment, plant costs, testing and construction management with each submittal. Cost estimates should include an escalation factor to account for potential year of construction. The consultant shall document assumptions as part of the cost estimates.

Deliverables: Excel and Word files of cost estimates

Task 4.4 Project Report:
The consultant shall prepare a Project Report per Caltrans requirements.

Task 5: RIGHT OF WAY:

Although we assume no utilities in the Right-of-Way, if there are any this this includes coordination with utility owners for the protection, removal, or relocation of utilities and acquisition of easements; the acquisition of right-of-way interests and easements (if necessary); and post-construction work such as right-of-way monumentation/recordation, relinquishments/ vacations, and excess land transactions. The Right-of-Way component budget identifies the cost of the capital costs of right-of-way acquisition and the cost of the staff work in support of any acquisition. Under the supervision of Sand City, the consultant shall make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate Caltrans' encroachment policy.

1 RW Documents:
The consultant shall provide Sand City and stakeholder jurisdictions a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements for concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts shall be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities shall be completed prior to construction contract award and

included in the project plans, specifications, and estimate.

2 RW Engineering:
The consultant shall provide a land surveyor licensed in the State of California to be responsible for land surveying and right-of-way engineering. All survey and right-of-way engineering documents shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

3 RW Resolutions of Necessity:
Although acquisition of property is not anticipated, if deemed necessary by Sand City, Consultant shall prepare Resolutions of Necessity for Sand City and local agency adoption. If necessary, the consultant shall prepare materials for Sand City to conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with Caltrans policy and guidance.

Task 6: Utility Coordination

Consultant shall coordinate with utilities, including sending letters to area utilities, and performing field reconnaissance for all locations where the Project trail crosses a street. Consultant shall review record plans received from utilities and analyze utility data captured during topographic surveys to identify potential conflicts with the proposed improvements. Consultant shall work with Sand City and utility companies to determine the best strategy for dealing with utility conflicts. The Consultant shall include the utility information on the plans.

Task 6.1 PS&E Utility Conflict Maps:
The consultant shall prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the project. The consultant shall provide Caltrans a copy of Utility Conflict Maps for concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts shall be addressed in the Project plans, specifications, and estimate.

Task 6.2 PS&E Utility Relocation Cost:
The consultant shall determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and Caltrans policies, procedures, standards, practices, and applicable agreements including Freeway Master Contracts.

Task 7: Community Outreach

Task 7.1 Community and Stakeholder Meetings and Design Workshops:
The consultant shall develop an outreach plan to facilitate meaningful participation of Stakeholder Jurisdictions, and the community in the design process. This task may include small group meetings and design workshops. Consultant shall prepare all meeting materials and facilitate outreach. Consultant shall prepare visual simulations to support design solutions. Sand City anticipates three rounds of meetings are anticipated as part of this task. The following stakeholders and community workshops are anticipated to be involved:

1 Sand City Council and Committees (estimated 2-3 meetings): The consultant shall make presentations to the Sand City Council.

2 Stakeholder Jurisdictions (estimated 3-4 meetings at each of these): The consultant shall organize meetings and make presentations to and receive comments from the City of Seaside and TAMC Board and Committees.

3 Staff Level and City Partners Meetings (estimated 3-4 meetings): Stakeholder Jurisdictions staff. The consultant shall also participate in one-on-one meetings to follow-up with staff on design issues.

4 Community Workshops (estimated 1-2 meetings in each of these locations): organize and sponsor workshops in Sand City and/or Seaside to review plan concepts with the public. Workshops are envisioned for each location at the beginning of the process to enable interested citizens and agencies to present ideas and concerns and after consultant recommendations are released to enable public and agency review.

For all meetings and workshops, the consultant shall be responsible for preparing all materials and presenting information to those attending, and to Sand City staff, in web compatible formats. Sand City staff shall be responsible for scheduling the time, date, and location of each workshop, providing public notice, mailing agenda materials to Sand City contact lists, posting materials on the Sand City's web site, and providing a representative to each meeting. The consultant should list a cost per meeting in their proposal cost estimate to account for additional stakeholder follow-up meetings that may be necessary aside from those listed here.

Task 7.2 Grant Support:
Consultant shall provide Sand City with grant writing and technical analysis assistance for future grant applications. Technical analyses may be cost/benefit analysis or other technical

analyses as required by different grant programs.

Deliverables: Community and stakeholder outreach plan; Meeting agendas and materials; Presentation graphics and simulations; Meeting minutes.

Task 8: Design Support During Construction

It is assumed that a contract shall be bid and awarded for construction of the Project. The Consultant shall provide Design Support During Construction (DSDC) and construction management as described in the following tasks through Project bidding, award and construction:

Task 8.1 Preparation of All Bid Documents for Construction Phase:
The Consultant shall be responsible for preparing all bid documents for Project construction Request for Proposals.

Task 8.2 Design Support During Advertisement Period (Bid Support):
The Consultant shall provide design support during Project construction bid advertisement by answering contractor inquiries and preparing addendums as requested by the Sand City.

Task 8.3 Design Support During Construction (DSDC):
The Consultant shall provide DSDC including, but not limited to, answering contractor inquiries, preparing design modifications, including specifications and costs, for construction contract change orders and related to CGP deliverables and SWPPP revisions for submittal to the SWRCB at various phases of construction.

Task 8.4 Record Drawings:
Based on redline markups of the construction contract drawings provided by the contractor and resident engineer/construction manager, the Consultant shall prepare record drawings using AutoCAD that reflect the actual improvements constructed in the field. Completed cad files and pdf files shall be submitted to Sand City and Stakeholder Jurisdictions.

Task 8.5 Construction Management:
The Consultant will manage Project construction through to final construction completion.

ATTACHMENT B

SAMPLE SAND CITY STANDARD AGREEMENT

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this _____ day of_____, 2025 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONSULTANT" (together referred to the "Parties"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

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

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). 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. CITY shall furnish to CONSULTANT no facilities or equipment, unless the CITY otherwise agrees in writing to provide the same. 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 perform all the Services in a manner consistent with the standards of CONSULTANT'S profession or, if no such professional standard, in a manner consistent with the standards applicable to said CONSULTANT or type of work. All instruments of service of whatsoever nature which CONSULTANT delivers to CITY pursuant to this AGREEMENT, shall be prepared to comply and conform to the standards of CONSULTANT'S type of work. All such instruments of service shall become the sole and

exclusive property of CITY upon delivery of the same.

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 _____ ($XXX,XXX) 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. 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 _____ dollars ($XXX,XXX) 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.

C. CONSULTANT represents that CONSULTANT possesses distinct skills in performing the Services. CITY has relied upon said representation as a material inducement to enter into this Agreement. CONSULTANT shall, therefore, provide properly skilled and technical personnel to perform all Services under this AGREEMENT.

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.

In accordance with the Levine Act, Government Code Section 84308 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the Developer has not contributed over five hundred dollars ($500), as that amount may be amended, over the last twelve (12) months, and will not contribute for twelve (12) months following a final decision on this Agreement, to any public official of the City.

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. INSPECTION. CONSULTANT shall provide the CITY every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this AGREEMENT. All work done and materials furnished, if any, shall be subject to inspection and approval by the CITY. The inspection of such work shall not relieve CONSULTANT of any of its obligations pursuant to this Agreement.

XVI. 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.

XVII. **CONSULTANT NO AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this AGREEMENT to bind CITY to any obligation whatsoever.

XVIII. **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:

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. AMENDMENT. This AGREEMENT may be amended only by a written instrument executed by both Parties.

XXV. LITIGATION. If litigation ensues between CITY and a third-party which pertains to the subject matter of CONSULTANT'S services hereunder, CONSULTANT, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

XXVI. CONSTRUCTION. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the AGREEMENT shall not be construed against the drafter of the AGREEMENT.

XXVII. MEDIATION. The Parties agree to make a good faith attempt to resolve any dispute arising out of this AGREEMENT through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

XXVIII. HEADINGS. The headings used in this AGREEMENT are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

XXIX. SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating liability between CITY and CONSULTANT shall survive the termination or completion of this AGREEMENT for the fullest period of time allowed by law.

XXX. 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.

XXXI. 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

_____
Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A

CONSULTANT'S PROPOSAL

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 Manager.

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only

as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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.

ATTACHMENT C
ADDENDA ACKNOWLEDGEMENT

CITY OF SAND CITY

Multiuse Trail Project Final Design Request for Proposals

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this RFP and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No: _____	**Dated: _____**
Addendum No: _____	**Dated: _____**
Addendum No: _____	**Dated: _____**
Addendum No: _____	**Dated: _____**
Addendum No: _____	**Dated: _____**

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted on the City of Sand City website at Requests for Proposals | Sand City, CA

_____ _____
Authorized Official Signature Date of Signature

_____ _____
Authorized Official Name Authorized Official Title

Business Name of Bidder: _____
(Signer must match authorized official shown on Bidder Information)

ATTACHMENT D
Project Limits



EXHIBIT A: Scope of Work and Schedule

Project Title:

Consultant Project Manager:

Scope of Work

(by task, including Deliverables)

Project Schedule

EXHIBIT B: Budget

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: ADA Best Practices for Documents and Outreach

The following are best practices that Sand City commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind
    - Example: Have Talk-to-Text capacity available to engage with the hard of hearing
- Ensure public meeting rooms are set up in a way that is wheelchair accessible
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting
- Develop public workshop handouts in font size 14 (minimum)
    - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type
- Ensure final document content is at least font size 12 (minimum)
- Utilize proper features in Microsoft Word, including, but not limited to:
    - Alt Text for Images and Tables
    - "Styles" Feature to add emphasis or titles
    - Built in "Spacing" feature
- Indicate at the bottom of a Final Document's Title Page, an ADA Notice stating:
    - **ADA Notice**: For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or Email cityhall@sandcityca.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility.

Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
    - Provide text alternatives for non-text content.
    - Provide captions and other alternatives for multimedia.

- Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
- Make it easier for users to see and hear content.

2. Operable
   - Make all functionality available from a keyboard.
   - Give users enough time to read and use content.
   - Do not use content that causes seizures.
   - Help users navigate and find content.
3. Understandable
   - Make text readable and understandable.
   - Make content appear and operate in predictable ways
   - Help users avoid and correct mistakes.
4. Robust
   - Maximize compatibility with current and future user tools

A few key aspects that relate to content to be posted onto the Sand City website include:

- Integrating alternative text for images and maps
- Using distinguishable colors and design techniques that are comprehensible for the color-blind

For a complete list of WCAG's Guidance, see: https://www.w3.org/TR/WCAG20/

If Consultant or subconsultant needs clarification on an ADA best practices, please contact cityhall@sandcityca.org.

Exhibit E: Title VI Exhibit for Federal Contracts

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human

health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/title-vi/appendix-e-of- the-title-v-i-assurances.pdf

AGENDA ITEM
9D.

Approve a Resolution Approving the City's Fiscal Year 2025-26 General Employees Salary Schedule and the City's 2024-2027 POA Salary Schedule

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Resolution to Approve 2025-2026 Salary Schedule for General Employees and 2024-2027 Salary Schedule for POA
DATE: July 15, 2025

BACKGROUND/DISCUSSION:
State law requires that Cities contracting with CalPERS adopt a publicly available pay schedule that identifies the title for every employee position at the City, shows the pay rate for each position, and indicates the effective date of any revisions. (2 CCR 570.5(a)(1)-(8)). The schedule is required to be posted on the City's website. The City established a pay schedule in 1991 (Resolution SC-29, 1991) and has updated it by resolution.

On June 17, 2025, during the City Council closed session, the City Manager brought forward the items below and received approval from City Council to bring forward at the next publicly held City Council meeting.

Chief of Police Contract and Salary Amendment
Per the employment contract with the Chief of Police effective July 1, 2023, *Item E; Section 3. Salary and Compensation*, the Chief's salary can be reviewed annually and may be adjusted as determined by the City based on his performance, economic conditions, or other factors as may be determined by the City Manager. June 30, 2025, will mark two years that Chief Honda has held the Police Chief position with the City of Sand City. In the past two years, the Chief has shown that he is an asset to the City of Sand City. During this last year, he has accomplished several internal audits, DOJ and POST audits, mandated de-escalation training for all sworn staff, and instituted a new software program, LEFTA, among many other accomplishments. The City Manager recommends a contract and salary schedule amendment to $217,710.58 annually for the Police Chief.

Lead Maintenance Worker
The City currently has two filled positions titled, "Maintenance Worker III" (effective 7/1/2025, annual salary $61,221–$78,135.41). One of the Maintenance Worker III employees, Fred Menezes, has begun to take on a leadership role within the department by training, providing guidance as well oversight to the other Maintenance Worker III. This

employee has also taken the initiative to obtain additional training in supervisory skills and has recently completed his APWA Stormwater Operations and Maintenance Certificate. The City Manager recommends adding a position of Lead Maintenance Worker to our salary schedule with the salary range falling within the median of area local agencies under the same classification of ($67,343 – $85,949).

The resolution would authorize the City Manager to prepare a job description for the Lead Maintenance Worker. Some of the additional duties of the Lead Maintenance Worker would be:

- Schedule, plan, set up for, oversee and work all city functions and special events
- Manage stormwater program tasks, schedule and oversee annual storm drain maintenance. File copies and send reports to City Engineer
- Inspect and oversee Hope Crew daily/weekly tasks. Communicate and assign additional work as necessary with crew leader
- Oversee, inspect, schedule and plan landscape maintenance of parks, monuments and common areas

Total Compensation Study

At the closed session council meeting on 4/15/2025, the City Manager informed City Council that it would be having LCW perform a Total Compensation study on all Non – POA positions within the City. With the recent implemented COLAs, most positions within the City are now within the median range for the Cities included (Carmel, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Seaside) except for three positions: City Clerk, Finance Manager, & Reserve Officer. To align City Clerk and Finance Manager with the median of the area, an additional 3.5% increase is recommended. The Reserve Officer hourly rate requires a 14% adjustment to meet the median range for area Cities.

HR/Risk Manager Title and Salary Change:

The City Manager has identified a need to reclassify the current HR/Risk Manager to a title and salary that most closely represents her current job duties, which go far beyond the duties related to HR and Risk Management. The position that Audrey Cray last held before coming to us here at the City of Sand City was Deputy Director of Finance with high level experience in Finance, Accounting, HR, Payroll, Benefits and Risk. In the time that she has been with the City, she has proven that her expertise far exceeds the duties of her job description, and the City Manager has been utilizing that expertise. In her year and a half with the City of Sand City, Audrey has implemented and corrected payroll policies that were out of date, provided assistance to the Finance Manager especially as it related to the City audit and processes, gave guidance and training for the Finance ERP implementation and implemented the HR ERP module. The City Manager recommends amending the title from HR/Risk Manager to Administrative Services Manager. The resolution would authorize the

City Manager to prepare a job description for the Administrative Services Manager. The position will maintain the current job duties of the HR/Risk Manager but will include, but not limited to:

- Supervision of Accounting Technician
- Plans, directs, manages, and oversees the functions, programs and operations of the Information Technology consultant
- Under the guidance of the City Manager, is responsible for the smooth and efficient operation of City Hall

The current salary range of the HR/Risk Manager is ($95,144 - $121,431) and the City Manager is recommending an increase to ($108,321 - $138,249).

The proposed FY 2025-2026 General Employees Salary Schedule reflects the following changes:

- An addition of the position of Lead Maintenance Worker with a salary range of $67,343 - $85,949.
- A 3.5% salary increase to the Finance Manager and City Clerk positions.
- Update HR/Risk Manager to Administrative Services Manager with an updated salary range of $108,321 - $138,249.

The proposed FY 2024-2027 POA Salary Schedule reflects the following changes:

- A 14% increase to the Reserve Officer position.
- Updated salary of $217,710.58 for the Police Chief.

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

FISCAL IMPACT:
The annual increase to the budget for the updated Police Chief salary is $17,976 and has been included in the FY 25/26 budget. The increase to the annual budget for the other items listed above for FY 25/26 is $31,081 and will be included in the FY 25/26 midyear budget adjustment.

RECOMMENDATION:
It is recommended that the Council approve the FY 2025-26 General Employees Salary Schedule and the FY 2024-2027 POA Salary Schedule Resolution, to authorize the City Manager to take all necessary actions to create a position for Lead Maintenance Worker and Administrative Services Manager and to execute the First Amendment to the

Employment agreement with David Honda in substantially the same form as shown in Exhibit A subject to review and approval of the City Attorney.

ATTACHMENTS:

1. Resolution
2. 2025-26 General Employees Salary Schedule
3. 2024-27 POA Salary Schedule
4. Exhibit A – First Amendment to Employment Agreement with David Honda

CITY OF SAND CITY
RESOLUTION SC 25-___, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE CITY'S FISCAL YEAR 2025-26 GENERAL EMPLOYEES SALARY SCHEDULE AND THE CITY'S 2024-2027 POA SALARY SCHEDULE

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires that governing bodies of local agencies contracting with CalPERS adopt a publicly available pay schedule; and

WHEREAS, the City of Sand City established a salary schedule for General City employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 94-08, 1984; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53,2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 22-13, 2022; 23-23, 2023; 23-35, 2023; 23-52, 2023; 24-25, 2024; 24-57, 2024; 25-15, 2025; 25-26, 2025; 25-27, 2025 and

WHEREAS, the City of Sand City established a salary schedule for POA employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 94-08, 1984; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 20-86, 2020; 21-46, 2021; 23-26, 2023; and 24-25, 2024; 24-43, 2024, 24-45, 2024; 25-26, 2025, 25-27, 2025; and

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

1. Adopt the revised salary schedules attached to this resolution
2. Authorize the City Manager to take all necessary actions to create a position for Lead Maintenance Worker and Administrative Services Manager
3. Execute the First Amendment to the Employment Agreement with David Honda, in substantially the same form as shown in Exhibit A, subject to review and approval of the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Sand City this 15th, day of July, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

2025-26 General Employees

Range Placement Table

5% Between Steps

Effective July 1, 2025

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6
36	Maintenance Worker II	Hourly	27.2985	28.6634	30.0966	31.6014	33.1815	34.8405
		Monthly	4,731.74	4,968.32	5,216.74	5,477.58	5,751.46	6,039.03
		Annual	56,780.84	59,619.88	62,600.88	65,730.92	69,017.47	72,468.34
39	Accounting Technician	Hourly	29.9566	31.4545	33.0272	34.6786	36.4125	38.2331
		Monthly	5,192.48	5,452.11	5,724.71	6,010.95	6,311.50	6,627.07
		Annual	62,309.82	65,425.31	68,696.58	72,131.40	75,737.97	79,524.87
40	Maintenance Worker III	Hourly	29.4332	30.9049	32.4501	34.0727	35.7763	37.5651
		Monthly	5,101.76	5,356.85	5,624.69	5,905.93	6,201.22	6,511.28
		Annual	61,221.14	64,282.19	67,496.30	70,871.12	74,414.67	78,135.41
42	**Lead Maintenance Worker**	**Hourly**	**32.3766**	**33.9954**	**35.6952**	**37.4799**	**39.3539**	**41.3216**
		Monthly	**5,611.94**	**5,892.53**	**6,187.16**	**6,496.52**	**6,821.35**	**7,162.41**
		Annual	**67,343.25**	**70,710.41**	**74,245.93**	**77,958.23**	**81,856.14**	**85,948.95**
46	Records Administrative Analyst	Hourly	35.6100	37.3905	39.2600	41.2230	43.2841	45.4483
		Monthly	6,172.39	6,481.01	6,805.06	7,145.32	7,502.58	7,877.71
		Annual	74,068.72	77,772.16	81,660.77	85,743.81	90,031.00	94,532.55
48	Deputy City Clerk	Hourly	36.7134	38.5491	40.4765	42.5004	44.6254	46.8566
		Monthly	6,363.66	6,681.84	7,015.93	7,366.73	7,735.06	8,121.82
		Annual	76,363.88	80,182.07	84,191.17	88,400.73	92,820.77	97,461.81
50	Public Works Manager*	Hourly	45.7423	48.0294	50.4309	52.9525	55.6001	58.3801
		Monthly	7,928.67	8,325.10	8,741.36	9,178.43	9,637.35	10,119.21
		Annual	95,144.03	99,901.23	104,896.29	110,141.10	115,648.16	121,430.57
52	**Finance Manager***	**Hourly**	**47.3433**	**49.7105**	**52.1960**	**54.8058**	**57.5461**	**60.4234**
		Monthly	**8,206.17**	**8,616.48**	**9,047.30**	**9,499.67**	**9,974.65**	**10,473.39**
		Annual	**98,474.07**	**103,397.77**	**108,567.66**	**113,996.04**	**119,695.84**	**125,680.64**
71	**Administrative Services Manager***	**Hourly**	**52.0776**	**54.6815**	**57.4156**	**60.2864**	**63.3007**	**66.4657**
		Monthly	**9,026.79**	**9,478.13**	**9,952.04**	**10,449.64**	**10,972.12**	**11,520.73**
		Annual	**108,321.48**	**113,737.55**	**119,424.43**	**125,395.65**	**131,665.43**	**138,248.70**
54	Planning Manager	Hourly	58.9685	61.9169	65.0128	68.2634	71.6766	75.2604
		Monthly	10,221.20	10,732.26	11,268.88	11,832.32	12,423.94	13,045.14
		Annual	122,654.46	128,787.18	135,226.54	141,987.87	149,087.26	156,541.62
57	**City Clerk***	**Hourly**	**47.3998**	**49.7698**	**52.2583**	**54.8712**	**57.6147**	**60.4955**
		Monthly	**8,215.96**	**8,626.76**	**9,058.10**	**9,511.00**	**9,986.55**	**10,485.88**
		Annual	**98,591.54**	**103,521.12**	**108,697.18**	**114,132.04**	**119,838.64**	**125,830.57**
72	Dir. Of Community Dev/* Assistant City Manager	Hourly	73.1034	76.7586	80.5965	84.6263	88.8576	93.3005
		Monthly	12,671.26	13,304.82	13,970.06	14,668.56	15,401.99	16,172.09
		Annual	152,055.08	159,657.84	167,640.73	176,022.77	184,823.90	194,065.10

Employees not on step plan	Pay Period	Rate
City Manager*	Monthly	22,777.74
	Annual	273,332.91
City Attorney*	Monthly	16,032.89
	Annual	192,394.65

*Denotes exempt positions

Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 22-13, 2022; 23-23, 2023; 23-35, 2023; 23-52, 2023; 24-25, 2024; 24-45; 24-57; 25-15; 25-26; 25-27; 25-__, 2025 Effective July 15, 2025

7/9/2025

2024-27 Police Officers

Range Placement Table
5% Between Steps
Effective July 1, 2025

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6
36	**Reserves**	**Hourly**	**35.07**	**36.83**	**38.67**	**40.60**	**42.63**	**44.76**
50	Police Officer 1	Hourly	51.9764	54.5752	57.3040	60.1692	63.1776	66.3365
		Monthly	9,009.24	9,459.70	9,932.69	10,429.32	10,950.79	11,498.33
		Annual	108,110.90	113,516.45	119,192.27	125,151.88	131,409.48	137,979.95
56	Police Sergeant	Hourly	59.0891	62.0436	65.1458	68.4031	71.8232	75.4144
		Monthly	10,242.12	10,754.22	11,291.93	11,856.53	12,449.36	13,071.83
		Annual	122,905.41	129,050.68	135,503.22	142,278.38	149,392.30	156,861.91
62	Police Commander	Hourly	70.5811	74.1102	77.8157	81.7064	85.7918	90.0814
		Monthly	12,234.06	12,845.76	13,488.05	14,162.45	14,870.57	15,614.10
		Annual	146,808.69	154,149.12	161,856.58	169,949.41	178,446.88	187,369.22

Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 23-26, 2023; 24-25,2024; 24-43,2024; 24-45, 2024; 25-26, 2025; 25-27, 2025 and 25-____, 2025 Effective Date: 07/15/2025

Exempt Employees:
Police Chief
Monthly $18,142.54
Annual $217,710.58

7/9/2025

EXHIBIT A

SECOND AMENDMENT TO POLICE CHIEF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAND CITY AND DAVID HONDA

This Second Amendment is made and entered into at Sand City, California this 15th day of July, 2025, by and between the City of Sand City, a municipal corporation ("City" and David Honda, an individual ("Honda").

RECITALS

WHEREAS, City employs the services of Honda as its Police Chief pursuant to an employment agreement effective on July 1, 2023 ("Employment Agreement"); and

WHEREAS, City desires to assure the continuous service of Honda in such official capacity as provided for in the Municipal Code by amending the salary of her employment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the Employment Agreement as follows:

Section 3. Salary and Compensation:

Honda shall receive a base salary of $217,710.58 per year. Honda's salary will be reviewed annually and may be adjusted as determined by the City based on his performance, economic conditions, or other factors as may be determined by the City Manager.

IN WITNESS WHEREOF, the City of Sand City has caused this First Amendment to be signed and executed on its behalf by the City Manager and duly attested by its City Clerk, and HONDA has signed and executed the First Amendment.

CITY OF SAND CITY	DAVID HONDA
_____	_____
Vibeke Norgaard, City Manager	David Honda

ATTEST:

_____
Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

_____

Adam Lindgren, City Attorney