



REGULAR MEETING

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

TUESDAY, OCTOBER 18, 2022

5:30 PM

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

Regular Meeting - Tuesday, October 18, 2022
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL ("AB") 361, SIGNED INTO LAW ON SEPTEMBER 16, 2021, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO HOLD VIRTUAL MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY AND REMAIN IN COMPLIANCE WITH THE BROWN ACT (GOV. CODE §§ 54950 ET SEQ.).

TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

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

Meeting ID: 461 472 8829

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:

City Hall Council Chambers

1 Pendergrass Way

Sand City, CA

How to submit written Public Comments:

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

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

6. CONSENT CALENDAR

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

- 6A. Approval of October 4, 2022 Council Meeting Minutes
[10.04.22 Regular Meeting Minutes.pdf](#)

- 6B. Acceptance of City RESOLUTION October 2022 as National Domestic Violence Month
[Resolution. Recognizing October as National Domestic Violence Awareness Month.pdf](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PUBLIC HEARING

- 8A. Consideration and Approval of FIRST READING: City ORDINANCE Amending Title 15 of the Sand City Municipal Code to Adopt the 2022 California Building Code and Appendices H and J; the 2022 California Historical Building Code; the 2022 California Existing Building Code; the 2022 California Residential Code; the 2022 California Plumbing Code; the 2022 California Electrical Code; the 2022 Mechanical Code; the 2022 California Green Building Standards Code; the 2022 California Energy Code; the 2022 California Fire Code; and the 2021 International Property Maintenance Code

[Staff Report. Adoption of the 2022 California Building and Related Codes.pdf](#)
[Ordinance. Amending Title 15 of the Sand City Municipal Code to Adopt the 2022 California Building Code.pdf](#)

9. NEW BUSINESS

- 9A. Consideration and Approval of City RESOLUTION Authorizing the City Manager

to Enter into a Contract Agreement with EMC Planning Group, Inc. to Prepare the 6th Cycle Housing Element Update and Related CEQA Review for the City of Sand City

[Staff Report. 6th Cycle Housing Element Update.pdf](#)

[Resolution. Authorizing the City Manager to Enter into a Contract with EMC Planning Group to Prepare the 6th Cycle Housing Element Update.pdf](#)

9B. Comments by Council Members on Items of Interest to Sand City

9C. Upcoming Meetings/Events

10. ADJOURNMENT

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

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

**AGENDA ITEM
6A.**

**Approval of October 4, 2022 Council
Meeting Minutes**

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

Regular Meeting - Tuesday, October 4, 2022

5:30 PM

As allowed per Assembly Bill (AB361), this meeting was conducted in person and by
teleconference

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

AGENDA ITEM 1, ROLL CALL

Present: Mayor Mary Ann Carbone
Council Member Blackwelder
Councilmember Cruz
Councilmember Hawthorne
Councilmember Sofer

Staff: Vibeke Norgaard, City Manager
Connie Horca, City Clerk
Adam Lindgren, Interim City Attorney (virtual attendance)
Chuck Pooler, City Planner
Police Chief, Brian Ferrante

AGENDA ITEM 2, PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Hawthorne.

AGENDA ITEM 3, INVOCATION

The invocation was led by Vice Mayor Blackwelder.

AGENDA ITEM 4, ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

Mayor Carbone reported that her Mayor's Report was distributed via email, the topics of water and affordable housing were discussed at the MPCC Leadership Luncheon, the amount of \$15,000 raised at the Shuman Heart House Fundraising event, and announced the Indigenous Peoples Day event will be held at the Art Park on Saturday, October 15, 2022.

City Manager Norgaard announced that the new temporary employee Megan Mock will be starting on October 11, 2022, and reported on the South of Tioga demolition, restriping of Ortiz Avenue, the rebid for the Calabrese Park project, and the receipt of a merit award to Sand City for the Vibrancy Plan that was awarded by the California Chapter of the American Planning Association.

AGENDA ITEM 5, COMMUNICATIONS

5:38 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

5:39 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- 6A. There was no discussion of the September 20, 2022 Council Meeting Minutes
- 6B. There was no discussion of the City/Successor Agency Monthly Financial Report, July 2022.
- 6C. There was no discussion of the City **Resolution** authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commissions, and Committees for the Period of October 5, 2022 through November 4, 2022 pursuant to AB 361 and Ralph M. Brown Act Provisions
- 6D. There was no discussion of the City donation/contribution to the Salvation Army Thanksgiving Meals for \$300.

Motion to approve the Consent Calendar was made by Council Member Blackwelder, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATIONS

8A. Report and Update by Josh Stratton, External Affairs Manager of California American Water (10 minutes)

Josh Stratton, California American Water's External Affairs Manager reported on the drought conditions, current water needs, the application for a desalination plant project, conditions of present water supply, and the need to draw water from different sources. He encouraged and promoted recycling, reported on the demand for 9,700 af of water, and is hopeful that the expansion of the Monterey 1 Water Supply project will provide adequate water. Mr. Stratton explained the slant well technology, announced the upcoming Coastal Commission Hearing on November 17th, and Cal-Am's tiered rate structure that facilitates low to moderate income wage earners.

Mr. Stratton addressed questions from the Council regarding the proposed desalination plant project and the need to look into future water needs for the Peninsula.

5:52 P.M. Floor opened for Public Comment.

Sand City resident Michael Morris commented on Pure Water Monterey's ability to provide enough water and inquired on what would Cal-Am do if there was no need for a surplus of water.

Cal-Am Director of Operations Chris Cook responded to Mr. Morris' inquiry and explained the two components of the supply and demand side for water, RHNA numbers, and community demand.

Mr. Morris expressed his appreciation for the update and clarification.

5:59 P.M. Floor closed to Public Comment.

The Mayor thanked Mr. Stratton and Mr. Cook for the presentation.

8B. Presentation by Laura Emmons, Emergency Services Planner of the Monterey County Office of Emergency Services on the Monterey County Multi-Jurisdictional Hazard Mitigation Plan
1) Consideration and Approval of City RESOLUTION Adopting the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan

Laura Emmons, Emergency Services Planner of the Monterey County Office of Emergency Services reported on the 3rd update of the 2022 Hazard Mitigation Plan, timeline of review by Cal OES and FEMA, and noted that Annex K of the Hazard Mitigation Plan applies to Sand City. She also reported that updates were provided to address the community profile, processes, and actions.

In response to inquiries from the Council on whether the Hazard Mitigation Plan addressed ingress and egress along Highway 1, Ms. Emmons responded that it provides for other alternative routes, and is similar to a disaster plan.

6:10 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:11 P.M. Floor closed to Public Comment.

Ms. Emmons also provided information to the Council regarding the differences between the 2016 and 2022 plan.

Police Chief Ferrante added that the plan was updated to reflect relevant mitigation measures to address earthquakes and drought.

Motion to approve the City **Resolution** adopting the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan was made by Council Member Blackwelder, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 9, NEW BUSINESS

9A. Discussion of Administrative Draft of Parking Plan

City Planner Charles Pooler provided a PowerPoint of the Administrative Draft of the Parking Plan that depicted eight Chapters and several topical points that included hypothetical scenarios regarding moderate and high land use shifts in Chapter 3, parking opportunity locations within the City in Chapter 4, parking concepts and finance mechanisms contained in Chapter 5, parking management programs in Chapter 6, and revisions to parking regulations to include proposed modifications to the City municipal code. Mr. Pooler also explained AB 2097, a new law that prohibits public agencies from imposing minimum parking requirements for uses located within half a mile of public transit and how it would affect Sand City.

City Manager Norgaard provided insight on how AB 2097 may not apply to Sand City.

Interim City Attorney Lindgren explained components of the Bill related to State control of housing.

EMC President Michael Groves reported on his professional analysis of AB 2097, how it relates to public transportation at the shopping center, bus routes that would need to run in 15-minute intervals, and that it would require a rapid transit bus station.

The Council discussed the parking issues currently present within the City, suggested several locations that can possibly be used, permitted parking, and costs for adding additional parking.

City Manager Norgaard suggested that the City Engineer can provide a cost estimate and that can be included in the Capital Improvement Program.

Mr. Pooler mentioned that it took the City of Monterey approximately 20 years to save and construct one of their parking garages.

7:06 P.M. Floor opened for Public Comment.

Michael Groves, President of EMC Planning Group commented that garages are a huge undertaking, that parking companies will sign on a public-private partnership, and explained how the financing and lease agreements are traditionally acquired.

Council Member Hawthorne suggested the purchase of the Dr. Kay property for the purpose of constructing a parking garage.

City Manager Norgaard thanked Mr. Groves, staff, and EMC for preparing the Parking Plan.

7:12 P.M. Floor closed to Public Comment.

There was Council discussion regarding City streets that can be converted into additional parking, whether the TAMC right of way would provide feasible parking.

Council member Sofer thanked Mr. Pooler for the hard work and effort in putting together the presentation.

Mr. Pooler commended Michael Groves and his staff at EMC Planning Group.

Mayor Carbone praised everyone for their hard work.

9B. Comments by Council Member on Items of Interest to Sand City

Council Member Hawthorne reported on his attendance at the TAMC meeting and that the bus line will not be going through Sand City.

Council Member Sofer mentioned the TAMC Bike meeting that will be held on Wednesday, October 5, 2022 at 6:00 p.m., her attendance at the In-Home Social Services meeting, and new services that the library provides to people with disabilities.

Mayor Carbone announced that an email was sent to the Council for anyone who would be interested in serving on the League Policy Committee.

9C. Upcoming Meetings/Events

Mayor Carbone reminded the Council of the Indigenous Peoples Day Celebration at the Art Park.

AGENDA ITEM 10, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 7:27 p.m. to the next regularly scheduled Council meeting on Tuesday, October 18, 2022 at 5:30 p.m.

Connie Horca, City Clerk

**AGENDA ITEM
6B.**

**Acceptance of City RESOLUTION October
2022 as National Domestic Violence
Month**

**CITY OF SAND CITY
RESOLUTION SC ___, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RECOGNIZING OCTOBER
2022 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, in 1989, October was first declared as National Domestic Violence Month and has been a time to acknowledge domestic violence survivors; and

WHEREAS, domestic violence affects all people, regardless of age, gender, race, nationality, religion or socio-economic status, and is often accompanied by emotionally abusive and controlling behavior and a larger systematic pattern of control and dominance; and

WHEREAS, an average of 20 people worldwide are physically abused every minute by intimate partners, equating to 10 million individuals that are a victim of abuse annually, and often resulting in lives that are lived in daily silent fear within their own homes; and

WHEREAS, every year millions of children are exposed to domestic violence, frequently affecting persons residing in a home with negative effects to their emotional well-being, academic performance, and social interactions; and

WHEREAS, domestic violence can result in devastating consequences such as physical injury, psychological trauma, death, and can often cross generations and last a lifetime.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby recognize October, 2022 as National Domestic Violence Awareness Month.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, City Clerk

AGENDA ITEM 8A.

**Consideration and Approval of FIRST
READING: City ORDINANCE Amending
Title 15 of the Sand City Municipal Code to
Adopt the 2022 California Building Code
and Appendices H and J; the 2022
California Historical Building Code; the
2022 California Existing Building Code; the
2022 California Residential Code; the 2022
California Plumbing Code; the 2022
California Electrical Code; the 2022
Mechanical Code; the 2022 California
Green Building Standards Code; the 2022
California Energy Code; the 2022**

California Fire Code; and the 2021 International Property Maintenance Code

**CITY OF SAND CITY
STAFF REPORT**

October 18, 2022

TO: Mayor and City Council

FROM: John Kuehl CBO, City Building Official

SUBJECT: Formal Adoption of the 2022 California Building and Related Codes

BACKGROUND

The State of California adopted updated editions of the California Building Standards Code (inclusive of the Building Code, Fire Code, Historical Building Code, Existing Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Green Building Code, and International Property Maintenance Code) that become effective on January 1, 2023. These codes must be implemented by county and municipal governments throughout California as of that date. Following the State's adoption of updated Building Standard Codes, the City adopts an ordinance to amend and update Title 15 of the Sand City Municipal Code (the "SCMC") to be consistent with the updated California Code. The following is a list of the updated California codes to be adopted and incorporated into the SCMC:

- California Building Code & Appendix Chapters H and J; 2022 ed.
- California Historic Building Code, 2022 ed.;
- California Existing Building Code, 2022 ed.;
- California Residential Code, 2022 ed.;
- California Plumbing Code, 2022 ed.;
- California Electrical Code, 2022 ed.;
- California Mechanical Code, 2022 ed.;
- California Green Building Standards Code, 2022 ed.;
- California Energy Code, 2022 ed.;
- California Fire Code; 2022 ed.;
- International Property Maintenance Codes, 2021 ed.;

DISCUSSION

The California Building Standards comprising codes regulating building, fire, electrical, plumbing, and mechanical conditions are revised on a multi-year cycle. In January 2022, the State adopted and approved the 2022 Edition of the Building Standards Codes, also known as the California Codes. These codes were published July 1, 2022 and will become effective January 1, 2023 (and are known as the 2022 Edition of the California Codes). All local jurisdictions in California are mandated to begin enforcement of these new codes and standards by January 1, 2023.

Typically, and in accordance with state law, local jurisdictions incorporate additional regulations that address special circumstances in the community or area provided. Such

special regulations are based on geographical, topographical, climatic, or environmental findings. City staff has developed and incorporated a few local amendments to the model codes. These amendments are consistent with past code adoptions and staff is not proposing any new amendments. There were some amendments that have been removed. The deletions are not necessary as the California Codes have incorporated these previous amendments into the new codes.

Council could choose to adopt the new 2022 Edition of the Building Standards Codes with no changes. However, the amendments are necessary to address local conditions. Similar amendments are believed to be appropriate for structures in Pacific Grove. For each amendment to be effective, they must be adopted by the City Council along with the model codes that have been adopted by the state.

The proposed Ordinance is exempt from environmental review, per the provisions of Section 15061(b)(3) of the California Environmental Quality Act of 1970 ("CEQA"), as amended. The Ordinance does not have the potential to cause a significant effect on the environment because the Building Codes ensure that property improvements meet the State of California's health and safety requirements. New property improvements undergo their own environmental clearance when proposed.

RECOMMENDATION

Staff recommends that the City Council **approve** a first reading of the attached draft ordinance, to update and amend related sections of Title 15 of the Sand City Municipal Code for 1) consistency and compliance with the State of California, 2) consistency with the service contract between Sand City and Monterey, and 3) incorporate amendments that are specific to Sand City's local climate, geology, and topographical conditions as allowed by California Health and Safety Code Sections 17958, 17958.5, and 17958.7. Second reading should follow on the next Council Meeting as a public hearing item. This ordinance would then be effective on January 1, 2023 in accordance with State law.

Attachments:

1. Draft Ordinance (for first reading) to Amend Title 15 of the City's Municipal Code

CITY OF SAND CITY

ORDINANCE NO. ___, 2022

ORDINANCE AMENDING TITLE 15 OF THE SAND CITY MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA BUILDING CODE AND APPENDICES H AND J; THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022 CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA RESIDENTIAL CODE; THE 2022 CALIFORNIA PLUMBING CODE; THE 2022 CALIFORNIA ELECTRICAL CODE; THE 2022 MECHANICAL CODE; THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2022 CALIFORNIA ENERGY CODE; THE 2022 CALIFORNIA FIRE CODE; AND THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the State of California adopted and approved the 2022 edition of the California Building Standards Code (inclusive of the Building Code, Fire Code, Historical Building Code, Existing Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Green Building Code, and International Property Maintenance Code) on January 16, 2022 that will become effective January 1, 2023; and

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

WHEREAS, in accordance with State law that enables local jurisdictions to incorporate additional regulations and/or amendments that address special circumstances in their community and/or area based on geographical, topographical, climatic, or environmental findings the City will adopt a series of code amendments with the adoption of the 2022 California Building Code Standards.; and

WHEREAS, certain Municipal Code sections of Title 15 that make specific reference to the 2022 Building, Fire, Plumbing, and Residential codes are included in this Ordinance for amendments as they must be updated to reference the corresponding 2022 California Building Standard Codes; and

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

WHEREAS, specific amendments have been established by the City which are more restrictive in nature than those sections adopted by the State of California (State Building Standards Code, and State Housing and Community Development Code) commonly referred to as Title 24 and Title 25 of the California Administrative Code,

where these “Findings of Fact” listed in the recitals that follow are submitted and made a part of this Ordinance pursuant to Section 17958.5 and Section 17958.7 of the California Health and Safety Code, and under the provisions of Section 17922.2 of the California Health and Safety Code, these changes are reasonably necessary and are based on climatic, geographical, and/or topographical conditions and address each of these situations that either singularly, or in combination, causes the established amendments to be necessary and adopted; and

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

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

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

WHEREAS, action to adopt and implement this Ordinance is not a “Project” in accordance with CEQA (California Environmental Quality Act) guideline section 15060(c)(2) as it will not result in the direct or reasonably foreseeable indirect physical change in the environment and CEQA guideline section 15060(c)(3) as it does not fall within the definition of a “Project” per CEQA guideline section 15378; and even if adoption of this ordinance did qualify as a “Project”, it would then be exempt per the provisions of CEQA guidelines section 15061(b)(3) as it is seen with certainty that there is no possibility that the adoption and implementation of this Ordinance will have any significant effect upon the environment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Sand City that the chapters and sections of Sand City Municipal Code Title 15 be amended as specified below:

SECTION 1: Section 15.04.010 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

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

- A. The 2022 California Building Code and Appendices H, J
- B. The 2022 California Historical Building Code.
- C. The 2022 California Existing Building Code.
- D. The 2022 California Residential Code.
- E. The 2022 California Plumbing Code.
- F. The 2022 California Electrical Code.
- G. The 2022 California Mechanical Code.
- H. The 2022 California Energy Code.
- I. The 2022 California Green Building Standards Code.
- J. The 2022 California Fire Code Appendices Chapter 4, B, BB, C, CC
- K. The 2021 International Property Maintenance Code.

SECTION 2: Section 15.04.015 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

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

SECTION 3: Section 15.06.010 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

“Adoption. For the purposes of prescribing regulations governing the development of better building construction and greater safety to the public by uniformity in building laws, that certain code known as the 2022 California Building Code and Appendix Chapters H and J promulgated by the State of California, being particular to the 2022 Edition thereof and the whole thereof, save and except those such portions as they are deleted, modified, or amended in the Ordinance

codified in this Chapter, a copy of which is on file in the Office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this Chapter, and from the date on which the Ordinance codified in this Chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.”

SECTION 4: Section 15.06.040 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

“Section 105.5 - Amended. Section 105.5 of the California Building Code is hereby amended to read as follows:

105.5 Expiration of Permits. Every permit issued by the City Building Official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in Section 110.3 of the 2022 California Building Code within one (1) year of such permit.

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

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

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

SECTION 5: Chapter 15.08 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

“15.08.010 Adoption. For the purpose of prescribing regulations governing the conditions hazardous to life and property from fire or explosion, that certain code known as the 2022 California Fire Code, published by the State of California, being particularly the 2022 edition thereof and the whole thereof, save and except such portions as are deleted, modified, or amended in this Chapter 15.08, a copy of which Fire Code is on file in the office of the City Clerk, and the same are adopted and incorporated as fully as if set out at length in this Chapter,

and from the date on which the ordinance codified in this Chapter shall take effect, the provisions thereof shall be controlling within the limits of the City.

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

- A. "Corporation Council" means the City Attorney of the City of Sand City.
- B. "Fire Chief" means the Fire Chief of the Fire Department contracted with the City of Sand City for Fire Protection Services.
- C. "Fire Department" means the Fire Department contracted with the City of Sand City for Fire Protection Services.
- D. "Municipality" means the City of Sand City.
- E. "Fire Code" means the Fire Code referred to in Section 15.08.010.

15.08.030 Application of Amendments. The amendments set forth in the following sections in this Chapter 15.08 are amendments to the California Fire Code. Whenever the amendments to the Fire Code referred to in Section 15.08.010, which are set forth in the remaining sections of this Chapter 15.08, shall control.

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

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

15.08.050 Section 307 - Amended. Section 307 of the California Fire Code is amended to read as follows:

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

15.08.060 Section 605.3.1 – Amended. Section 605.3.1 is added to the California Fire Code to read as follows:

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

15.08.070 Section 901.1.1 – Added. Section 901.1.1 is added to the California Fire Code to read as follows:

901.1.1 Responsibility: The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

15.08.080 Section 903.2 - Amended. Section 903.2 of the California Fire Code is amended to read as follows:

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

Exceptions:

(1) Structures not classified as Group R occupancies and not more than 500 square feet in total floor area.

(2) Detached Group U occupancies (private garages, carports, sheds, and agriculture buildings).

15.08.090 Section 903.2 - Amended. The following sections of the California Fire Code are amended by changing the requirements to five-hundred (500) square feet for fire sprinkler installation, as follows (the complete text of the code section is not provided): 903.2.1.1 Group A-1. Change 12,000 square feet to 500 square feet.

903.2.1.2 Group A-2. Change 5,000 square feet to 500 square feet.

903.2.1.3 Group A-3. Change 12,000 square feet to 500 square feet.

903.2.1.4 Group A-4. Change 12,000 square feet to 500 square feet.

903.2.1.5 Group A-5. Change 1,000 square feet to 500 square feet.

903.2.3 Group E. Change 12,000 square feet to 500 square feet.

903.2.4 Group F-1. Change 12,000 square feet to 500 square feet. Change 2,500 square feet for woodworking operations to 500 square feet.

903.2.7-1 Group M. Change 12,000 square feet to 500 square feet.

903.2.7-3 Group M. Change 24,000 square feet to 500 square feet.

903.2.9 Group S-1. Change 12,000 square feet to 500 square feet.

903.2.9.1 Repair Garages. Change 10,000 square feet (2 story buildings) and 12,000 square feet (1 story buildings) to 500 square feet.

903.2.9.2 Bulk storage of tires. Change 20,000 cubic feet to 500 square feet.

15.08.100 Section 903.2.8 – Amended. Section 903.2.8 of the California Fire Code is amended to read as follows:

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

15.08.110 Section 903.6.1 – Added. Section 903.6.1 is added to the California Fire Code to read as follows:

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

15.08.120 Section 907.6.6.2 – Added. Section 907.6.6.2 is added to the California Fire Code to read as follows:

907.6.6.2 Zone Transmittal: Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

15.08.130 Section 907.7.2 – Amended. Section 907.7.2 of the California Fire Code is amended to read as follows:

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

1. A record of completion in accordance with NFPA 72.
2. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications, and has been 100% tested in accordance with NFPA 72.
3. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the fire code official.

15.08.140 Section 5704.2.9.6.1 – Added. Section 5704.2.9.6.1 is added to the California Fire Code to read as follows:

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

Exceptions:

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

15.08.150 Section 4907.1.1 – Added. Section 4907.1.1 is added to the California Fire Code to read as follows:

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

SECTION 6: Chapter 15.10 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

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

15.10.020 Application of Amendments. The amendments set forth in the following sections in this Chapter 15.10 are amendments to the California Residential Code. Whenever the amendments to the Residential Code referred to in Section 15.10.010, which are set forth in the remaining sections of this Chapter 15.10, shall control.

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

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

SECTION 7: Section 15.11.010 of the Sand City Municipal Code is hereby deleted and replaced in its entirety to read as follows:

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

SECTION 8: Severability.

The City Council declares that the provisions of this ordinance are severable. If for any reason, any sentence, paragraph, or section of this ordinance is determined by a court of competent Jurisdiction to be invalid, such determination shall not affect the validity of the remaining provisions of this ordinance.

SECTION 9: Effective Date.

This ordinance shall become effective and in full force and effect at 12:01 a.m. on January 1, 2023.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

Connie Horca, City Clerk

Mary Ann Carbone, Mayor

**AGENDA ITEM
9A.**

**Consideration and Approval of City
RESOLUTION Authorizing the City
Manager to Enter into a Contract
Agreement with EMC Planning Group, Inc.
to Prepare the 6th Cycle Housing Element
Update and Related CEQA Review for the
City of Sand City**

CITY OF SAND CITY

STAFF REPORT

OCTOBER 11, 2023
(for City Council Consideration on October 18, 2023)

TO: Mayor & City Council

FROM: Charles Pooler, City Planner

SUBJECT: Contract with EMC Planning Group, Inc. to prepare the 6th Cycle Housing Element Update for Sand City

BACKGROUND

The Housing Element is but one portion of a City's General Plan. The Housing Element is mandated by law to be updated once every eight (8) years to coincide with scheduled re-evaluations of a jurisdiction's Regional Housing Needs Assessments (RHNA). Sand City's current Housing Element (5th Cycle) was prepared by EMC Planning Group, Inc. (EMC) and adopted by the City Council in 2015. The 6th Cycle update must be completed and then accepted by the California Department of Housing and Community Development (HCD) and adopted by the City no later than December 15, 2023. Planning staff and the City Manager have consulted with Michael Groves of EMC in regard to preparing this 6th Cycle update of the City's Housing Element. Attached to the resolution for City Council consideration is EMC's proposed "Scope of Work" and the estimated costs associated with this 6th Cycle update. If the City does not secure HCD's timely certification of the Housing Element, it would make individual City development approvals vulnerable to legal challenges because it would shift the burden of proof to the City to show the validity of the Element. If the City does not meet the December 2023 deadline, HCD could also require the City to update the housing element in four (4) years instead of eight (8) years.

DISCUSSION

EMC has extensive competent experience in preparing Housing Element updates in compliance with the new State requirements, with a specific housing element team that communicates weekly with HCD to understand and satisfy the HCD mandates for housing elements. EMC is currently preparing 6th Cycle housing element updates for Los Gatos, Monte Sereno, Cupertino, Larkspur, Belvedere, and Fairfax. Considering the deadline of December 15, 2023, it is imperative to get this effort started as soon as possible with a qualified consultant who is knowledgeable of the new mandates, has a familiarity with Sand City, and has a proven good working relationship with both HCD and City staff.

BUDGET:

The current contract for planning department consulting services with EMC, approved by the City Council on June 3, 2022, establishes a budget of \$20,000 towards general

planning services that does not specifically include special projects such as updating the City's Housing Element. EMC provided the City with a proposal (dated 9-22-22) that outlined the scope of work, estimated cost, and staff references. That proposal's estimated budget was \$264,190 with a contingency estimate of \$20,000 above the budget amount. The City Manager discussed this estimated budget amount with Michael Groves of EMC, who submitted a revised proposal (dated 10-11-22) and budget (see Attachment 1) that reduced costs to about \$238,000 and requires greater involvement of the City's in-house staff to conduct required public outreach. The contingency increased to \$22,000 per the revised proposal's cover letter. Housing Element budgets will vary city to city as each jurisdiction has their own unique characteristics that play into document analysis and preparation. EMC informed City staff that its revised budget for Sand City is consistent with and on the lower end of its recent budgets for their other clients in the Bay area roughly ranging between \$500,000 to \$900,000.

The project work and budget estimate of \$238,000 and contingency amount of \$22,000 for this project will be split between two fiscal years (FY 22-23 and FY 23-24) with a rough estimate of about 60% of the work performed in fiscal year 2022-23. The City could utilize some of its standard service contract budget towards this effort if needed, while ensuring sufficient funds remain available for the typical planning services on an as-needed basis. Finally, the City was awarded a LEAP (Local Early Action Planning) grant of up to \$65,000 in 2021 (contract number 20-LEAP-15977 that HCD executed on 06/08/21) for the purpose of subsidizing the Housing Element update, which was included in the FY 2022-23 budget. Those grant funds are reimbursable to the City once expenditures are incurred, but the grant expires in late 2023.

Taking into account the \$65,000 currently budgeted for the housing element and the \$20,000 budgeted for EMC's planning services contract, an additional \$175,000 will be needed to balance out the estimated project cost of \$238,000 and contingency fund of \$22,000 (total of \$260,000). Even if the overall project funding is split over two fiscal years, approval of the resolution for this contract will require a FY 2022-23 budget amendment to move approximately \$105,000 (for 60% work completion) to the Planning Department's budget.

CEQA:

Entering into a contract for preparation of the housing element update does not require CEQA review per CEQA Guideline sections 15060(c)(2) and 15060(c)(3) as such action will have no foreseeable direct or indirect physical change in the environment and does not qualify as a 'project' per CEQA Guideline sections 15378. However, it should be noted that the Housing Element update itself will require CEQA review prior to final adoption of the document, which is included in EMC's budget estimate. This involves preparing an environmental initial study circulated for public review which is likely to result staff recommending adoption of either a negative declaration or mitigated negative declaration.

RECOMMENDATION

Staff recommends **APPROVAL** of the attached resolution (Attachment 1) authorizing the City Manager to enter into a contract with EMC to update the City's Housing Element for

the sixth cycle in satisfying the California Department of Housing and Development (HCD) requirements and deadlines based on EMC's qualifications and in-depth familiarity with Sand City. The term of this contract should be from execution of contract to completion of scope of services described therein and not based on fiscal year renewals.

ATTACHMENT:

1. Draft Resolution authorizing the City Manager to enter into a contract with EMC to prepare and complete the 6th Cycle Housing Element update for an amount of \$238,000 with a contingency of \$22,000. (Draft Contract w/ EMC proposal and budget attached)

CITY OF SAND CITY

RESOLUTION SC _____, 2022

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING
THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
EMC PLANNING GROUP INC TO PREPARE THE 6TH CYCLE HOUSING
ELEMENT UPDATE AND RELATED CEQA REVIEW FOR
THE CITY OF SAND CITY**

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

WHEREAS, Sand City's Housing Element update for the 6th Cycle is approaching its mandated deadline of December 15, 2023, whereby it must be completed and approved by HCD and adopted by the City; and

WHEREAS, the City of Sand City has limited staffing capabilities within City Hall and the Planning Department to appropriately and effectively update the Housing Element on its own; and

WHEREAS, EMC Planning Group, Inc. ("EMC") is currently contracted with Sand City to provide general planning staff services to supplement Planning Department staff on an as needed basis; and

WHEREAS, in October of 2022, EMC provided a detailed 'scope of work' and 'cost schedule' to perform the 6th Cycle Housing Element update in the amount of \$237,900 plus a contingency fund of \$22,000; and

WHEREAS, EMC has extensive competent experience in preparing Housing Elements for multiple jurisdictions within California, and is currently preparing 6th Cycle housing elements for the cities of Los Gatos, Monte Sereno, Cupertino, Larkspur, Belvedere, and Fairfax; and

WHEREAS, EMC prepared the 5th Cycle Housing Element update in 2015 for Sand City, the Vibrancy Plan in 2019, and the sustainable transportation plan in 2021, and is therefore intimately knowledgeable of Sand City's land use and zoning regulations in addition to its familiarity with the City's unique community and characteristics and Planning Department staff; and

WHEREAS, entering into a contract for preparation of the housing element update does not require CEQA (California Environmental Quality Act) review per CEQA Guideline sections 15060(c)(2) and 15060(c)(3) as such action will have no foreseeable direct or indirect physical change in the environment and does not qualify as a 'project' per CEQA Guideline section 15378.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the City Manager to enter into a contract, substantially in the form attached hereto and incorporated herein by this reference as Resolution Attachment 1, with EMC Planning Group, Inc. to prepare the 6th Cycle Housing Element and associated CEQA review for Sand City in the amount of \$238,000 plus a contingency fund of \$22,000 and to amend the City's budget accordingly to reflect the additional housing element expenditure of this contract.

PASSED AND ADOPTED by the Sand City Council on this ____ day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

RESOLUTION ATTACHMENT 1
Resolution SC 22- (2022)

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

This Agreement made this _____ day of October, 2022 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group Inc., a California Corporation, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end 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.

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

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

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred and thirty-eight thousand dollars (\$238,000) 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 twenty-two thousand (\$22,000), but in no event shall such sum exceed two hundred and sixty thousand dollars (\$260,000) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement.

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

XVI. NOTICES

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

XVII. ASSIGNMENT

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Connie Horca, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, Interim City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL



Planning for Success.

October 11th, 2022

via Email

Chuck Pooler, City Planner
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: City of Sand City 6th Cycle Housing Element Update

Dear Chuck:

Thank you for requesting a proposal from EMC Planning Group for preparation of the City of Sand City's 6th Cycle Housing Element Update. Enclosed is an electronic copy of the proposal for your review and consideration. The enclosed proposal includes an executive summary, key personnel and an organizational chart, a work program focusing on our approach and scope of work, a proposed budget, our team qualifications, references, and request information regarding the City's standard agreement and insurance requirements. Once you review the proposal, I believe you'll see that EMC Planning Group is uniquely positioned to assist the City of Sand City in this effort.

EMC Planning Group revised the proposal on October 11th, 2022 in an effort to reduce cost. The initial budget was just under \$300k, but was reduced to \$264,190 in the proposal dated August 22, 2022. As a result of discussions with City Staff, EMC Planning Group has modified the public outreach program by dropping a series of workshops and replacing that outreach program with a more "hands on" approach by City Staff. This resulted in additional budget savings, with the new total being \$237,900. We are also suggesting a \$22,000 contingency fund that is authorized by the City Council for the City Staff to use on wither the Housing Element or the environmental review for the Housing Element.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Chuck Pooler
Sand City
10/11/22, Page 2

If you have any questions or would like to discuss the enclosed proposal, please contact me by phone 831-595-0216 or email at groves@emcplanning.com. Thank you again for the opportunity to submit this proposal.

Sincerely,

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

Michael Groves
President/Senior Principal

Cc: Vibeke Norgaard, City Manager

enc: One electronic copy via email

Proposal

Sand City 6th Cycle Housing Element Update

October 11, 2022



Prepared by
EMC Planning Group

PROPOSAL

**SAND CITY 6TH CYCLE
HOUSING ELEMENT UPDATE**

PREPARED FOR

City of Sand City

Chuck Pooler, City Planner

1 Pendergrass Way

Sand City, CA, 93955

Tel 831.394.3054

PREPARED BY

EMC Planning Group Inc.

601 Abrego Street

Monterey, CA 93940

Tel 831.649.1799

Fax 831.649.8399

Michael J. Groves, President

groves@emcplanning.com

www.emcplanning.com

October 11th, 2022



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Attachments

Attachment A Staff Resumes

1.0 Statement of Qualifications

1.1 EMC Planning Group Qualifications

Over the course of 44 years, EMC Planning Group has gained rich experience in a broad range of planning and development disciplines. Our firm translates that experience into concrete, focused results in a time and cost-effective manner. EMC Planning Group's receipt of numerous awards and national recognition is one indicator that our clients and peers acknowledge our expertise.

EMC Planning Group's success and longevity are due in large part to the diversity, talents, and creativity of its team members. Our land use planners, environmental planners, biologists, archaeologists, noise and air quality specialists, and land use designers are skilled professionals with the ability to deliver practical, yet innovative solutions to land use planning, development design, environmental review, and regulatory compliance challenges.

The services presented below are representative of those EMC Planning Group delivers to its extensive public and private sector clients:

Advanced/General Planning: general plans, specific plans, local coastal programs, zoning codes, housing elements, sphere-of-influence studies, area plans, and vibrancy plans;

- As a result of the of the high level of demand in California for preparation of 6th Cycle Housing Elements, EMC Planning Group has put together a specific internal EMC Housing Team; and
- We have hired and are still hiring professionals with housing experience to meet the needs of agencies we work with.

Public Outreach: develop and implement public outreach programs;

Procedural Planning: contract planning staff services including development review process management, permit processing, policy and regulatory analyses, application preparation and completeness review, land use plan/specific plan preparation, zoning regulation preparation/review, preparation of project consideration packages (staff report, resolutions and ordinances, findings, etc.), environmental documentation preparation, public noticing, preparation of specialized technical documentation, coordinate and manage technical consultants, prepare and monitor project schedules and budgets, public outreach/participation, etc.;

Land Use Planning: development site selection and evaluation, site planning and design, master planning, permit processing, entitlement process coordination and management, local agency formation commission application processing, and project representation;

CEQA and NEPA Compliance Services: initial studies, environmental assessments, environmental impact reports, environmental impact statements, noticing, and findings;

Air Quality Analysis: criteria air pollutant emissions, air quality dispersion modeling, and hazard risk assessments using the California Emissions Estimator Model (CalEEMod), Emissions Factor Model (EMFAC), the California Hot Spots Analysis and Reporting Program (HARP), and air dispersion models (ISCST3, AERMOD, & AERSCREEN), regulatory and legislative analysis, impact analysis, and emissions reduction/mitigation strategies;

Greenhouse Gas Analysis: greenhouse gas emissions modeling using CalEEMod and EMFAC, regulatory and legislative analysis, impact analysis, and emissions reduction/mitigation strategies; and

Noise Analysis: EMC Planning Group can provide noise analysis for a variety of projects and project types.

EMC Planning Group is well suited to assist with the City of Sand City's planning needs for a number of reasons:

- EMC Planning Group was responsible for assisting the City to prepare the 5th Cycle Housing Element Update;
- EMC Planning Group has prepared several environmental documents within the City over the course of the last 40 years;
- EMC Planning Group is working with the City on the preparation of the Sand City Sustainable Transportation Plan, as well as, the Cities new Vibrancy Plan;
- EMC Planning Group is familiar with the City, its issues, policy direction, and layout; and
- EMC Planning Group is currently preparing six 6th cycle housing elements, and has an internal housing team in place that is experienced in addressing cities housing needs and working with the State Office of Housing and Development (HCD).

This experience gives EMC Planning Group thorough knowledge of the City's needs moving forward in 2022 and beyond. The firm is further qualified to assist the City with preparation of the 6th Cycle Housing Element as it has recently prepared Housing Elements and received certification from HCD in cities of similar size, such as Sand City and San Juan Bautista, California. EMC Planning Group is also well versed in the new, more stringent fair housing requirements laid out by HCD, thus allowing for a smooth Housing Element update process.

1.2 Recent Projects

Below is a brief list of past projects EMC Planning Group has completed that are related to this proposal.

San Juan Bautista 2015-2023 Housing Elements and Implementing Ordinances

The City of San Juan Bautista had not adopted its 5th Cycle housing element and the City was required to adopt two consecutive four-year housing elements to return to the standard eight-year cycle. EMC Planning Group worked with the State Department of Housing and Community Development (HCD) to facilitate the adoption of an initial four-year housing element in September 2019 and a second four-year housing element prior to the December 2019 deadline. Both housing elements were certified by HCD after City Council adoption. EMC Planning Group accomplished completion of both housing elements, including several implementing ordinances, in the span of eleven months, and the City is now in compliance with State housing law and eligible for grants that are tied to that compliance.

EMC Planning Group prepared the 2015-2019 and 2019-2023 housing elements in compliance with all of the statutory requirements for housing elements, including public participation and adequate environmental review. The update process consisted of two well-attended community outreach meetings; ongoing consultation with HCD, obtaining data from appropriate sources; mapping and quantifying appropriate housing sites; and establishing policies and programs and quantified objectives to guide the City's housing development. The housing element updates accommodated the Regional Housing Needs Allocation established by the San Benito Council of Governments in the context of the general plan land use designations. EMC Planning Group also prepared all of the staff reports, resolutions, ordinances, and CEQA documentation associated with the housing elements. In order to receive state certification for the second four-year housing element, the City needed to adopt four ordinances to implement programs from the first four-year housing element, and EMC Planning Group prepared that set of ordinances for adoption by the City.

San Juan Bautista Contact:

Brian Foucht, AICP, Assistant City Manager/Community Development Director
(831) 623-4661

acm-cddirector@san-juan-bautista.ca.us

Don Reynolds, City Manager

831) 623-4661

citymanager@san-juan-bautista.ca.us

Sand City's Fifth Cycle Housing Element

EMC Planning Group prepared Sand City's fifth Cycle Housing Element. The update included review and revision of the city's housing goals, objectives, policies, and programs. The largely commercial and industrial City has only about 100 existing housing unit, but re-zoned a portion of the City to mixed use in 2002, and has been slowly increasing its housing supply. The State Housing and Community Development Department has certified the Sand City Housing Element.

Sand City Contact:

Charles Pooler, City Planner
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-6700
Chuck@SandCityCA.org

City of Atwater Fifth Cycle Housing Element

EMC Planning Group assumed responsibility for the Atwater Housing Element about a year ahead of the deadline for the fourth cycle housing element. Our firm worked with the State Housing and Community Development Department to understand the City's options, and elected to skip the fourth cycle housing element and go directly to the fifth cycle. Although there were shortfalls to carry forward, due to decreased Regional Housing Needs Assessment numbers, this option was advantageous to the City. The update included a significant effort to catalogue all of the vacant and underutilized sites, and recommended a re-zone of commercial land to high density housing to achieve the very low-income target. The Atwater Housing Element was recently certified by the State Housing and Community Development Department.

Atwater contact:

Scott McBride, Community Development Director
City of Atwater
750 Bellevue Rd
Atwater, CA, 95301
(209) 357-6310

Soledad Zoning Code Update

EMC Planning Group prepared an administrative draft revised zoning ordinance for Soledad. The update included the addition of several new articles addressing new zone districts and communication facilities, the re-organization of the code into several distinct sections, and the addition of graphics and tables. EMC Planning Group conducted a joint Planning Commission/City Council workshop and conducted interviews with key City staff to gather input for the update. A particular area of interest for the City was regulation of election signs. EMC Planning Group proposed revisions to the City's temporary sign provisions to address election signs without bringing up constitutional freedom of speech concerns. The City completed review of the administrative draft code, but decided to suspend work.

Soledad Contact:

Brent Slama, City Manager
Bryan Swanson, Community Development Director
City of Soledad
PO Box 156
Soledad, CA 93960
(831) 223-5043
brent.slama@cityofsoledad.com
b.swanson@cityofsoledad.com

1.3 Current 6th Cycle Housing Elements (On-Going)

EMC Planning Group is currently working on 6th Cycle Housing Elements that are on an earlier timeline than Sand City and the Monterey Bay Area. Those elements are for:

- Los Gatos
- Monte Sereno
- Cupertino
- Larkspur
- Belvedere
- Fairfax

Note: EMC Planning Group has worked with Sand City Staff and City Council on numerous projects over the last 40+ years, including the City's General Plan, Local Coastal Program, zoning code amendments, Sand City Vibrancy Plan, the South of Tioga Project, both shopping center projects, and many other key and smaller projects within the City.

1.4 Public Outreach Experience

EMC Planning Group has extensive experience in facilitation of public engagement and participation for various types of projects. Currently EMC Planning Group is working on six (6) housing element updates for various cities, in the earlier Bay Area timeframe as compared to the Monterey Bay Area. On nearly all past Housing Element updates, EMC Planning Group has utilized in person workshops and Stakeholder meetings to garner the necessary public outreach and input to adequately complete the housing element updates. With the unfortunate arrival of COVID-19, EMC Planning Group has had to find alternative means to facilitate the same amount or more public input, we have currently been using virtual meeting places such as Bang the Table to assist the public in participating in the outreach for the various updates. Similarly, we have also used the video platform Vimeo to post videos of these meetings for public consumption for those who were unable to attend a workshop or meeting, yet still would like to know what is going on with the housing element update in their City. This places EMC Planning Group in a position to best assist any City who is in need of a housing element update, as we are now well versed in how to conduct both in person, as well as, virtual public outreach; allowing for us to give the public multiple ways to participate, which results in an overall increase in public participation throughout the process.

Consultant Personnel Experience

2.1 EMC Planning Group Staff

Ron Sissem, MRP, Senior Principal, Principal in Charge

Mr. Ron Sissem will be the project manager and primary contact for the City of Sand City housing element update. Ron has been with EMC Planning Group for over 22 years. He has expertise in the management of large land planning and environmental review projects, assisting public agencies with plan-making, including the preparation of General Plans, Specific Plans, etc.; and managing California Environmental Quality Act (CEQA) compliance for diverse, complex projects.

Mr. Sissem is also the firm's climate change/greenhouse gas emissions specialist. He manages climate change impact analyses for CEQA documents, consults local agencies on integrating climate planning strategies/policy/emission reduction measures into advanced planning documents (e.g., general plans and specific plans).

Ron Sissem Contact info:

Phone: 831-649-1799 ext. 207

Email: Sissem@emcplanning.com

Ande Flower, AICP, MUP, Principal Planner, Project Manager

Mr. Ande Flower joined EMC Planning Group in 2021, and has been working in the planning field since 2005. His professional experience includes project management in the municipal sector and is a leading expert in the preparation of housing elements. Ande is skilled in the analysis of complex development requests, ordinance updates, and the delivery of compelling presentations to Commissions, City Council, agencies, the business community, and residents.

Mr. Flower is an integral part of the internal EMC Housing Team, currently working with the Cities of Belvedere, Monte Sereno, Cupertino, Los Gatos, Fairfax and Larkspur to prepare their 6th Cycle Housing Element Updates.

Martin Carver, AICP, MRP, Principal

Mr. Martin Carver is a highly skilled member of the EMC Planning Group staff. He will act in an advisory management role and be an active participant on our internal EMC Housing Team to assist with preparation of the document. Martin has years of experience in the planning field, most of which has been focused around plan making. Mr. Carver was principally responsible for the preparation of the City of Gonzales General Plan Update.

Polaris Kinison-Brown, MS, Principal Planner

Ms. Kinison Brown joined EMC Planning Group in 2012 and has been working in the environmental planning field since 1998. Her area of expertise is coastal projects including vulnerability assessment and adaptation, policy and implementation, and permitting; and environmental documents in compliance with the California Environmental Quality Act (CEQA).

Kailon Thompson, MS, Associate Planner

Ms. Thompson joined the firm in July 2022 as an Associate Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

Zane Mortensen, MS, Assistant Planner

Mr. Mortensen joined the firm in April 2022, as an Assistant Planner to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards

Kylie Pope, MSP, Assistant Planner

Kylie joined the firm in August 2022 as an Assistant Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

2.2 Org Chart

An org chart outlining EMC Planning Group Housing Team to assist with this project is presented at the end of this section.

2.3 Staff Resumes

Resumes for the team are presented in Attachment A.

2.4 Subconsultants

Subconsultants will be named at a later time if determined necessary for outreach effects or CEQA documentation.

CITY OF SAND CITY

EMC PLANNING GROUP Lead Consultant

Ron Sissem, MRP

Senior Principal,
Principal in Charge
Team Leader

Martin Carver, MRP, AICP

Principal
Team Advisor

Ande Flower, AICP, MUP

Principal Planner,
Project Manager
Housing Team

Polaris Kinison Brown, MS

Principal Planner
Housing Team

Kailon Thompson, MS

Associate Planner
Housing Team

Zane Mortensen, MS

Assistant Planner
Housing Team

Kylie Pope, MSP

Assistant Planner
Housing Team

3.0 Budget and Fee Schedule

3.1 Budget

The proposed itemized budget for the City of Sand City Sixth Cycle Housing Element Update is presented on the following page.

3.2 Fee Schedule

Following the budget is a copy of the 2022 Fee Schedule for EMC Planning Group. This Fee Schedule outlines costs based on the position of the team member working on each task for the preparation of the City's 6th Cycle Housing Element.

Sand City Housing Element Update (6th Cycle)										
Task	EMC Planning Group Inc.									
	Senior Principal	Principal	Principal Planner	Associate Planner	Assistant Planner	Graphics	Desktop Publisher	Admin/Production		
Staff	Ron Sissem and Cris Staedler	Martin Carver	Ande Flower or Polaris Kinison Brown	Kailon Thompson	Zane Morlenson or Kyle Pope	Matt Papurello	Kristina Arden	Tiffany Robinson and Susan Groves-Armel	Total Hours	Total Cost
Billing Rate (Per Hour)	\$250.00	\$225.00	\$200.00	\$150.00	\$125.00	\$95.00	\$150.00	\$115.00		
Task 1 - Project Kickoff	10.0	0.0	7.0	3.0	0.0	0.0	3.0	2.0	25.0	\$5,030.00
Task 2 - Project Management	57.0	0.0	44.0	8.0	0.0	0.0	4.0	4.0	117.0	\$25,310.00
Task 3 - Community Outreach and Engagement	3.0	0.0	14.0	0.0	0.0	10.0	36.0	7.0	70.0	\$10,705.00
Task 4 - Housing Element - Administrative Draft and Draft Housing Element										
Task 4.1 - Effectiveness of Current Housing Element	1.0	7.0	12.0	30.0	2.0	0.0	0.0	2.0	54.0	\$9,205.00
Task 4.2 - Assessment of Housing Needs, Including Special Needs Populations	1.0	2.0	16.0	35.0	0.0	0.0	3.0	2.0	59.0	\$9,830.00
Task 4.3 - Affirmatively Further Fair Housing	1.0	2.0	20.0	35.0	0.0	0.0	2.0	1.0	61.0	\$10,365.00
Task 4.4 - Affordable Housing Units At-Risk of conversion to Market Rate	1.0	2.0	5.0	7.0	16.0	4.0	2.0	1.0	38.0	\$5,545.00
Task 4.5 - Analysis of Actual and Potential Government Constraints	1.0	5.0	2.0	3.0	16.0	3.0	1.0	2.0	33.0	\$4,890.00
Task 4.6 - Analysis of Actual and Potential Nongovernmental Constraints	2.0	5.0	2.0	2.0	20.0	0.0	1.0	1.0	33.0	\$5,090.00
Task 4.7 - Zoning for a Variety of Housing Types	2.0	7.0	3.0	2.0	20.0	3.0	0.0	1.0	38.0	\$5,875.00
Task 4.8 - Inventory of Housing Sites and Analysis	5.0	7.0	3.0	4.0	24.0	8.0	3.0	2.0	56.0	\$8,465.00
Task 4.9 - Schedule of Actions and Quantified Objectives	5.0	30.0	10.0	15.0	0.0	0.0	0.0	4.0	64.0	\$12,710.00
Task 4.10 - Draft Housing Element	7.0	44.0	16.0	95.0	12.0	16.0	32.0	10.0	232.0	\$36,070.00
Task 4.11 - Revision of Draft Housing Element	2.0	35.0	20.0	25.0	0.0	4.0	20.0	5.0	111.0	\$20,080.00
Task 4.12 - Adoption of Housing Element	20.0	16.0	16.0	20.0	0.0	3.0	30.0	5.0	110.0	\$20,160.00
Task 5 - CEQA Documentation	16.0	0.0	10.0	20.0	75.0	16.0	4.0	12.0	153.0	\$21,875.00
Subtotal (Hours)	134.0	162.0	200.0	304.0	185.0	67.0	141.0	61.0	Total Hours	Total Cost
Subtotal (Cost)	\$33,500.00	\$36,450.00	\$40,000.00	\$45,600.00	\$23,125.00	\$6,365.00	\$21,150.00	\$7,015.00	1254.0	\$213,205.00
Additional Costs										
Digital Outreach										\$2,000.00
Travel Costs										\$100.00
Production Costs/Deliverables										\$350.00
Administrative Overhead 10%										\$245.00
Total										\$2,695.00
Subconsultant Fees*										
Subconsultant For Planning and/or CEQA (TBD)										\$20,000.00
Administrative Overhead 10%										\$2,000.00
Total										\$22,000.00
Total Costs										\$237,900.00
Contingency Fund*										\$20,000.00

*The need for subconsultant support is unknown at this time and will be determined with City Staff at a later date

*The contingency fund is not a part of the total cost, but is strongly recommended to be approved with the contract - to allow as staff discretionary funds to be used throughout the term of the contract

FEE SCHEDULE

(Effective January 1, 2022)

Principals

Hourly Billing Rate

Senior Principal	\$250.00
Principal	\$225.00

Planners

Principal Planner	\$200.00
Senior Planner	\$175.00
Associate Planner	\$150.00
Assistant Planner	\$125.00

Biologists

Monitoring Rate

Principal Biologist	\$190.00	(\$145.00)
Senior Biologist	\$155.00	(\$125.00)
Associate Biologist	\$130.00	(\$110.00)
Assistant Biologist	\$115.00	(\$95.00)
Certified Arborist	\$125.00	

Archaeologist

Registered Professional Archaeologist	\$125.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$95.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

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

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

4.0 Work Schedule

4.1 Scope of Work

The Scope of Work for the Housing Element is presented on the following pages. The scope of work is preliminary and EMC Planning Group is open to modification of the scope of work as necessary to meet the City's needs.

Task 1 – Project Kickoff

This task will consist of a project kick-off call to discuss overall project goals including the identification of project milestones, a schedule for planned meetings and workshops, issues, availability of pertinent reference materials, work product expectations, protocols for communication, public outreach program approach, sites inventory, and potential emergency shelter locations. To expedite the update process, this meeting can be held via phone conference or via internet web video call (Zoom). EMC Planning Group will also act as the liaison by consulting with State Housing and Community Development (HCD) to ensure requirements are met and to confirm Housing Element analysis, approach, timeliness and to address any comments made by HCD on drafts, as well as, a period for City staff to review for each deliverable.

Task 2 – Project Management

This task will include progress teleconferences where city staff can participate in a check-in call (via phone or Zoom) to discuss the current state of the project and any possible issues being experienced to ensure timely delivery and adoption of the City's updated housing element. Each check-in call is estimated to have a one-hour duration, with an additional hour of preparation and summary time. The budget assumes four calls during the preparation of the housing element update. EMC Planning Group will also provide monthly project updates, via email, listing recent accomplishments, any pending action items, as well as, any possible needs from the City. The City is also able to reach EMC Planning Group at any time to discuss the project and any potential issues via the contacts EMC Planning Group provides (Either the P.I.C. or Project Manager). This task also includes overall General Administration which will consist of opening project files, background research, invoicing and similar tasks.

Task 3 – Community Outreach and Engagement

This task will consist of public outreach, where EMC Planning Group will first review any available information from EMC Planning Group records and the City on the public outreach efforts by the City during the 5th Cycle Housing Element. The outreach efforts will be meaningful, in that all segments of the community will be taken into account. Possible communities include, but are not limited to: the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons.

EMC Planning Group will develop content and assist the City with outreach strategy for the City Staff to take leadership and implement appropriate community outreach for preparation of the Housing Element. This may include, but is not limited to, residential door to door survey or questionnaire, follow-up with residents, compiling results and providing a write-up to EMC Planning Group for use in preparation of the City's 6th Cycle Housing Element. EMC Planning Group will also assist City Staff with website content and keeping information/ content on the Housing Element up-to-date on the website.

Task 4 – Housing Element

Administrative Draft Housing Element

Preparation of the Administrative Draft Housing Element will consist of sections based on the statutory requirements of Government Code section 65580-65583, including public outreach and participation. Those sections consist of:

Task 4.1 Effectiveness of Current Housing Element

This task will include the assessment of the 5th Cycle Housing Element, including a description of the actual results or outcomes of the previous elements goals, policies and programs. Assess effectiveness of programs with a focus on identifying beneficial modifications, including the preparation of a table to summarize the findings. EMC Planning Group will review housing goals and policies to prepare new and/or revised goals and policies for housing based on what has been learned from the results of the previous 5th Cycle Housing Element, consultation with City staff, policy makers, and community members, stakeholder and workshop input. This information will be used to develop goals and policies to address adequate sites for new construction, affordable housing development incentives or programs, conservation of existing affordable housing, regulatory relief, rental and homeowner assistance, equal access, utility prioritization, shelters, energy conservation and sustainable community strategy. To the extent feasible, the existing policies and programs will be carried over from the current Housing Element.

This task will further evaluate and describe how past programs were effective in addressing the housing needs of the special populations and any failures to implement rezonings required due to a lack of adequate sites to meet the 5th Cycle Planning Period RHNA for lower income households.

This evaluation will be incorporated into the discussion of the effectiveness of the previous housing element.

Task 4.2 Assessment of Housing Needs, Including Special Needs Populations

Housing needs will be assessed based on the City's RHNA, and existing and projected housing needs for all income levels. In accordance with Government Code Section 65583(a)(1,2,7), EMC Planning Group will analyze special housing needs for the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons in effort to affirmatively further fair housing. To preserve existing affordable housing, an update analysis of the potential loss of existing assisted housing developments during the next 10-year period (due to the expiration of subsidy contracts or use restrictions; or mortgage pre-payments) will be conducted. Each development will be listed by project name and address, the type of government assistance received, the earliest possible change from low-income use, the total number of elderly and non-elderly units that could be lost from the City's low-income housing stock in each year during the 10-year period.

Data from the pre-approved housing element data set for Monterey County and/or the City of Sand City will be used to the extent available. Additional updates to the background data included in the Housing Element will be made to match the timeframe in the pre-approved data set. Data to be included in the current Housing Element, but that is not included in the pre-approved data set or readily available will be requested from the City, and may be eliminated from the update if it is deemed non-essential to obtaining certification from HCD. The update will incorporate the RHNA numbers designated for Sand City.

Included in this task will be the identification of current and past housing programs in the city based on data from the current Housing Element, AMBAG, the County, the City, and non-profit organizations; develop information on County housing programs; and to analyze programs and implementation record of the previous Housing Element. This task will also include an update to potential residential energy conservation opportunities; summarize types and proportions of fuels used for residential heating and a general characterization of neighborhood design, use of street trees, and other livable community design elements, and analysis of local policies affecting the use of alternative energy sources.

Task 4.3 Affirmatively Further Fair Housing

The Fair Housing Assessment will meet the mandated requirements and standards set by the HUD Affirmatively Furthering Fair Housing (AFFH) Rule and AB 686 including:

- Public outreach – as described in Task 3, Public Outreach and Engagement, EMC Planning Group will conduct meaningful engagement that represents all segments of the community;
- Assessment of Fair Housing - A summary of fair housing issues in the City of Sand City and an assessment of the City's fair housing enforcement and fair housing outreach capacity; and analyze available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the City of Sand City, including displacement risk, and discussion of factors that contribute to these fair housing issues;
- Site inventory – evaluate whether the housing element identifies the number of units, location and assumed affordability of identified sites throughout the community, relative to all components of the assessment of fair housing;
- Identification of Contributing Factors – EMC Planning Group will assess if the element identified, evaluated, and prioritized the contributing factors to fair housing issues; and
- Goals and Actions- evaluate if the element identified goals and actions based on the contributing factors to fair housing.

Task 4.4 Affordable Housing Units At-Risk of conversion to Market Rate

This task will include an inventory of units that are at-risk of conversion to market-rate rents within 10 years of the beginning of the planning period. The inventory will list each development by:

- Project name and address;
- Type of government assistance received;
- The earliest possible date of change from low-income use; and
- The total number of elderly and non-elderly units that could be lost from the Cities low-income housing stock in each year.

EMC Planning Group will also provide an estimate and comparison of replacement costs vs. preservation costs, and identify qualified entities to acquire and manage affordable housing. We will also identify potential funding sources to preserve affordable housing within the City of Sand City.

Task 4.5 Analysis of Actual and Potential Government Constraints

EMC Planning Group will work to obtain permitting data from the City, including the date of permit issuance and sign-off, parcel number, associated demolition information, if applicable, and affordable housing restrictions, if applicable. Permit data will be requested from 2012 through 2021.

Any other “Growth Management” Restrictions or reports will be obtained from the City for the period of 2012 through 2021. Constraints to the maintenance, improvement, or development of housing will be identified to meet the City's housing needs. EMC Planning Group will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. EMC Planning Group will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. The consultant will develop programs to reduce constraints, where appropriate and feasible. EMC Planning Group will reference HCD’s Accessory Dwelling Unit Handbook to document the number of actual and potential constraints, including:

- Land use controls;
- Local processing and permit procedures;
- Building codes and their enforcement;
- On and off-site improvement requirements;
- Fees and other exactions;
- Housing for persons with disabilities; and
- Analysis of locally adopted ordinances that directly impact the cost and supply of housing.

Task 4.6 Analysis of Actual and Potential Nongovernmental Constraints

Pursuant to Government Code section 65583, subdivision (a)(6) EMC Planning Group will document any actual and potential nongovernmental constraints which include:

- Availability of financing;
- Price of land;
- Cost of construction;
- Requests to develop housing below identified densities in the sites inventory and analysis; and
- Typical timeframes between approval for a housing development project and application for building permits.

Task 4.7 Zoning for a Variety of Housing Types

Based on the site analyses, EMC Planning Group will work with City staff to identify potential areas for rezoning, if necessary. This will include consideration of the State requirements for maintaining an adequate housing sites inventory throughout the eight-year planning period. EMC Planning Group will coordinate with the City’s Planning Director in his efforts to prepare ordinances to re-

zone land, if necessary, to High Density Residential, to accommodate the city's RHNA requirements for low and very low-income housing; as well as, the preparation of an ordinance to allow emergency housing in at least one of the City's existing zones.

Task 4.8 Inventory of Housing Sites and Analysis

EMC Planning Group will also review existing Housing Element sites inventory and preliminarily confirm the status via online aerial mapping and site reconnaissance to determine development status of potential housing sites. A summary of land determined to be suitable for residential development would be compiled, which would include sites that are currently vacant or have potential for redevelopment. This determination would be made based on the inventory data to be provided by the City, the General Plan Land Use Map, and field reconnaissance information. To complete this task EMC Planning Group will use the site inventory form provided by HCD. Analysis of the data collected will consist of monitoring RHNA progress, documenting environmental constraints, identifying the appropriate density for vacant lots to accommodate for low-income households, identifying capacity of each vacant parcel, any new infrastructure that may be needed, as well as differentiate between small and large sites. This analysis will also include identification of sites for affirmatively further fair housing, and a non-vacant sites analysis.

EMC Planning Group is currently working with the City on two large projects consisting of the Sand City Sustainable Transportation Plan and the Sand City West End Parking Plan.

Beyond confirming potential housing sites, EMC Planning Group will look at alternative methods to accommodate the RHNA. Alternative methods could include incentives for building Assessor Dwelling Units, rehabilitation of existing residential units, conversion of motel/hotel units, reuse of commercial spaces for housing, use of SB-9 to create additional lots, etc.

As a part of the inventory of housing sites, EMC Planning Group will consider the constraints, consistency with the General Plan, availability of water and sewer services, energy savings opportunities, fire hazards, and other constraints or policy direction of the General Plan triggered by the adoption of a new housing element.

Task 4.9 Schedule of Actions and Quantified Objectives

EMC Planning Group will reference the "Housing Element Sites Inventory Guidebook" to complete a Schedule of Action pursuant to Government Code 65583, subdivisions (c)(1-7), and (10). During this task EMC Planning Group will develop a consolidated set of quantified objectives based on the City's RHNA and consultation with City staff, policy makers and community members; and develop objectives that account for units produced since adoption of the RHNA, future housing units through housing programs and future private market housing units. EMC Planning Group will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b, c). This will carry forward successful goals, policies, and measures identified in the adopted 5th Cycle Housing Element and

will provide focused updates where necessary to address the requirements of State law. The implementation plan will identify housing policies and programs, based on public and stakeholder input, City guidance, and the needs identified in the ‘needs and constraints’ analysis.

Task 4.10 Draft Housing Element

This task will include an administrative draft (Housing Element of the Sixth Cycle). Prepare covers, inside title, and table of contents for a stand-alone version of the City’s updated Housing Element. There will also be preparation of two (2) printed copies and an electronic copy to the city for review and comment. Based on comments from either the electronic or written copies made by the City, EMC Planning Group will revise the draft and subsequently provide an electronic copy to the City for review and approval. Upon approval from the City, EMC Planning Group will submit an electronic copy of the HCD Draft Housing Element, along with a Housing Element Review Worksheet to HCD for review. HCD requests a 60-day period for this review. We will also provide an electronic copy and one (1) printed copy to the City in English.

Task 4.11 Revision of Draft Housing Element

Once HCD provides written or verbal comments, EMC Planning Group will work with HCD and the City to resolve any issues. This dialogue will be carried out via telephone, email or written correspondence. EMC Planning Group will resolve HCD concerns to the extent feasible. For more complicated or controversial items, EMC Planning Group will consult with City staff prior to completing any changes to the Housing Element. EMC Planning Group will complete revisions of the Housing Element, as appropriate, based on HCD review and discussions with the City, and provide two (2) electronic copies to the City for review and comment. This draft will be provided in tracked changes and clean versions. Upon City approval EMC Planning Group will make final revisions and provide twenty (20) printed copies and twenty (20) CDs of the Public Draft Housing Element (Housing Element of the Sixth Cycle). Submit printed copies and CDs to the City for public availability and use by City Staff and the City Council.

Task 4.12 Adoption of Housing Element

This task will also include EMC Planning Group preparing a draft staff report for one (1) City Council hearing, including a resolution for certifying the Housing Element document and adoption of the Housing Element. The resolution will include the CEQA and project findings to support the approval. EMC Planning Group recommends implementing zoning amendments be considered at the same meeting, as necessary, for compliance with low-income housing and emergency shelter site needs. EMC Planning Group can incorporate these in the staff report prepared for the City Council hearing, however, the Scope of Work assumes the City Planning Director will finalize zoning ordinances that were prepared in Task 4 by the Planning Director or EMC Planning Group (if budget is available) for presentation to the City Council. EMC Planning Group will attend one (1) City Council and one (1) Planning Commission hearing to present the Housing Element, highlighting the modifications from the prior Housing Element and answer questions regarding the

6th Cycle Housing Element Update. The City Council must approve the Housing Element as early as possible, given HCD review timelines. EMC Planning Group will then prepare the Final Draft Housing Element per directions for revisions, if any, from the City Council. One (1) electronic copy of the Final Draft Housing Element will be submitted with as copy of the City's signed adoption resolution to HCD for certification. Also, to be provided to HCD at this time are the zoning ordinances for low-income housing sites and emergency shelter sites, along with a cover letter to be provided to the City for printing on City letterhead. HCD advises that the City should anticipate 90 days for completion of this review and certification of the Housing Element. The cover letter will request expedited review. If further changes are requested, EMC Planning Group will revise the Final Draft Housing Element (Housing Element of the 6th Cycle) and re-submit to HCD. The scope of work does not include other than very minor adjustments to the Housing Element for this task. Following certification by the HCD, prepare Certified Housing Element that includes a copy of the City adoption and evidence of HCD certification. Print three (3) copies and create three (3) CDs of the Certified Housing Element in English and provide to the City.

Task 5 – CEQA Documentation

This task will include a draft California Environmental Quality Act (CEQA) checklist initial study assessing any new or substantially revised policies or programs in the Housing Element update. EMC Planning Group will revise the initial study per City comments. Once City comments are addressed an addendum to the certified General Plan EIR, using the initial study as an attachment, will be written or the initial study will be used as the adequate environmental documentation. The budget assumes an Initial Study and Mitigated Negative Declaration, but does not assume preparation of an EIR. If it is deemed an EIR is necessary then a Budget amendment would be needed to complete the EIR.

Staff Resumes



ATTACHMENT



Ron Sissem, MRP

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Sissem worked for EMC Planning Group for three years writing environmental impact reports in the 1980s before taking on international assignments with USAID and the World Bank. His international experience includes national resource and protected area management in Mongolia, environmental auditing/impact evaluation to address business development lending risks in Bosnia and Herzegovina, clean technology deployment in India to reduce greenhouse gas emissions, and environmental compliance for USAID-funded economic development projects.

In 2002, Mr. Sissem returned to EMC Planning Group and has been a principal since 2016. His primary responsibilities are to manage large land planning and environmental review projects. He assists public agencies with California Environmental Quality Act (CEQA) compliance for diverse, complex projects; manages preparation of specific plans and general plans; and manages planning and entitlement processes for private clients.

Mr. Sissem is the firm's climate change/greenhouse gas emissions specialist. He manages climate change impact analyses for CEQA documents, consults local agencies on integrating climate planning strategies/policy/emission reduction measures into advanced planning documents (e.g. general plans and specific plans), and consults developers on climate change mitigation project design.

EDUCATION

- M.R.P. University of North Carolina at Chapel Hill, Urban and Regional Planning, 1995
- B.S. University of California at Santa Barbara, Geography, 1982
- B.A. University of California at Santa Barbara, Environmental Studies, 1982

PROFESSIONAL ACHIEVEMENTS

- Awards, *City of Salinas Economic Development Element*, 2014
 - Outstanding Planning Document- Association of Environmental Professional (2016)
 - Economic Planning and Development Award of Excellence-American Planning Association, California Chapter, Northern Section (2015)
 - Economic Planning and Development Award of Merit-American Planning Association California Chapter (2015)
- Presenter, Advanced CEQA Workshop, Association of Environmental Professionals (2009, 2010, 2013)
- Authored "A Guide to Maximizing Profits and Business Stability through Environmental Management," produced by the World Bank
- Federation of Bosnia, Ministry of Environment Achievement Award for advancement of environmental management in Bosnia



Ande Flower, AICP, MUP

PRINCIPAL PLANNER

PROFESSIONAL EXPERIENCE

Mr. Flower joined EMC Planning Group in 2021, and has been working in the planning field since 2005. His professional experience includes project management in the municipal and private sectors. Ande is skilled in the analysis of complex development requests, ordinance updates, and the delivery of compelling presentations to Commissions, City Council, agencies, the business community, and residents.

Prior to joining the company, Ande was principal planner for the cities of Monterey, CA and Lake Forest Park, WA where he gained extensive hands-on experience in processing review for mixed-use housing developments. In each City, reviews resulted in well-regarded design with evolved community support.

While working with the City of Monterey, he created opportunities for affordable housing in Monterey with new Overlay districts, access to water through advocacy, and relationship-building with developers and community leaders. During his tenure at City of Lake Forest Park, he managed both long range and current planning activities to effectively encourage infill development proposals while respecting ecological habitat. In the private sector of Seattle (MAKERS), Ande spearheaded creation of objective design standards for Vancouver, WA.

EDUCATION

- M.U.P. University of Washington at Seattle, WA, Urban Planning, 2006
- B.A. University of Washington at Tacoma, WA (Graduated Magna Cum Laude), Urban Studies, 2004
- University of Florida at Gainesville, FL, Architecture Coursework, 1989 - 1993

PROFESSIONAL ACHIEVEMENTS

- HUD-sponsored Design-Build for Yakama Nation, led by architect Michael Pyatok

CERTIFICATES AND TRAINING

- Urban Design Certificate, University of Washington – Seattle
- Historic Preservation Certificate, University of Washington – Seattle
- GIS Certificate, University of Washington – Tacoma
- AICP - American Institute of Certified Planners, Professional Certification, since 2015



Martin Carver, MRP, AICP

PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Carver joined EMC Planning Group in 2019 on a part-time basis, after years of providing services to EMC Planning Group on an ad hoc basis. Mr. Carver is a certified planning professional with over 35 years of professional planning and project management experience. His experience has focused on the preparation of comprehensive plans, housing elements, land use planning, energy and climate analysis, and zoning regulation. It also includes development of the Gonzales General Plan, General Plan EIR, and Climate Action Plan, as well as housing elements, CEQA initial studies, and zoning/municipal code revisions. Finally, Mr. Carver has years of CEQA and NEPA experience and has prepared a full range of environmental documentation for local jurisdictions.

Mr. Carver is currently working on the San Juan Bautista Housing Element Update, San Juan Bautista zoning code revisions, a supplemental EIR for King City's Downtown Addition Specific Plan, SB 2 applications for Sand City and the City of Gustine, and various smaller projects. His project responsibilities include project management, municipal code revisions, and public participation.

EDUCATION

- M.R.P. Cornell University, Ithaca, New York,
Regional Planning
- B.A. University of California, Santa Cruz,
Environmental Studies
- B.A. University of California, Santa Cruz,
Politics

PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners,
Professional Certification

PROFESSIONAL ASSOCIATIONS

- Member, American Institute of Certified Planners
- Member, American Planning Association



Polaris Kinison Brown, MS

PRINCIPAL PLANNER

PROFESSIONAL EXPERIENCE

Ms. Kinison Brown joined EMC Planning Group in 2012 and has been working in the environmental planning field since 1998. Her area of expertise is coastal projects including vulnerability assessment and adaptation, policy and implementation, and permitting; and environmental documents in compliance with the California Environmental Quality Act (CEQA).

Ms. Kinison Brown has prepared several local coastal programs for clients throughout the central coast including the cities of Seaside, Pacific Grove, and Monterey. Her experience also includes the preparation general plans, specific plans, land use feasibility assessments, vulnerability assessments, coastal permitting, climate change vulnerability assessments, and environmental documentation. She is also well versed in preparing public presentations, conducting public workshops, and presenting projects at public hearings.

At EMC Planning Group, Ms. Kinison Brown manages a variety of planning and environmental projects and her responsibilities include client communication, agency and stakeholder outreach, work plan development, team member and subconsultant coordination, budget and schedule maintenance, document preparation, editing, and public meeting representation.

EDUCATION

- M.S. Humboldt State University at Arcata, Natural Resources Planning and Interpretation, 1997
- B.A. University of California at Irvine; Cum Laude, Environmental Analysis and Design, 1994

PROFESSIONAL ACHIEVEMENT

- Author, Using GIS to Model Northern Spotted Owl Habitat in Relation to Vegetation Patterns, 1998

PROFESSIONAL ASSOCIATION

- Member: Association of Environmental Professionals
- Member: American Planning Association



Kailon Thompson, MS

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Kailon joined the firm in July 2022 as an Associate Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

In April 2021, Kailon was awarded a Master's of Science degree from Florida State University in Urban and Regional Planning. During her academic career, she participated in numerous community engagement and outreach research projects. She was also an intern for a company through the Costa Rica Internship in Ecological and Environmental Sustainability at Florida State University where she researched development of crop production and land needs, established methods of sustainability, and assessed labor efficiency and the cost of crops for overall production.

Prior professional experience includes working as a Housing Planner Analyst for the City of Tallahassee where she analyzed and visualized housing data using ArcGIS and other visualization tools, and compiled reports according to Federal and State guidelines.

EDUCATION

M.S. Florida State University, Urban and Regional Planning, 2021

B.S. Florida State University, International Affairs, Minor: Social Work, 2018

RESEARCH PROJECTS

- Envisioning the Future of St. George Island, Program Manager, Florida State University, Jan. 2021 – May 2021
- The Great Gun Divide: Faculty Views on Firearms, Research Assistant, Florida State University, Feb. 2018 – Aug. 2018
- Frenchtown Heritage Hub: Kitchenshare Program, Student Consultant, Florida State University, Aug. 2017 – Dec. 2021



Zane Mortensen, MS

ASSISTANT PLANNER

PROFESSIONAL EXPERIENCE

Mr. Mortensen joined the firm in April 2022, as an Assistant Planner to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards.

In May 2019, he was awarded a Master's of Science degree from the Environmental Science Graduate Program at California State University, Monterey Bay (CSUMB). During his academic career, he developed a range of skills to apply to environmental issues within the community while working on projects for both State and County entities. He also had the opportunity to participate in research focused on the development of water treatment technology aimed at remediating agricultural pollutants from local tributaries.

Upon receiving his Master's of Science degree in Environmental Science from CSUMB, Mr. Mortensen was hired by the Rural Community Assistance Corporation to facilitate planning efforts that supported drinking water, wastewater, and stormwater infrastructure development for low-income rural communities. His role largely involved overseeing State funded consolidation efforts between small rural community water systems and larger local utility providers.

EDUCATION

- M.S. California State University Monterey Bay, Environmental Science, 2019
- B.S. California State University Monterey Bay, Environmental Science Technology and Policy, 2017
- A.S. Cerritos College, Natural Sciences, 2015
- A.A. Cerritos College, Automotive Mechanical Repair, 2013

CERTIFICATIONS & TRAINING

- UC San Diego CEQA Practice Certification, current enrollment
- The Safe Drinking Water Act, 2019
- Advanced Water Treatment, 2019
- Successful completion Grade I Wastewater Plant Operator Examination, 2014

PUBLICATIONS

- *Current Conditions and Restoration Scenarios for the Carmel River and Riparian Corridor at the Rancho Cañada Parcel of Palo Corona Park: Carmel Valley CA, Central Coast Watershed Studies, March 2019*
- *Hydrology and Water Quality of the Big Sur Land Trust Property in Carr Lake, Central Coast Watershed Studies, April 2019*
- *Isolation of Microbial Populations with the Ability to Use Pesticides as a Sole Carbon Source in Multichannel Woodchip Bioreactors under a Controlled Environment, American Chemical Society, October 2018*

Kylie Pope, MSP

ASSISTANT PLANNER

PROFESSIONAL EXPERIENCE

Kylie joined the firm in August 2022 as an Assistant Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

In 2021, Kylie was awarded a Master's of Science degree from Florida State University in Urban and Regional Planning. Kylie's primary areas of expertise are in community engagement and outreach, inclusionary planning practices, and web content development and communication. Core competencies include advanced planning skills, brand management communication, report analysis and writing, social content planning, and qualitative and quantitative research management.

Prior professional experience includes working as a Planning and Communications Consultant for the American Planning Association's Florida Chapter. Kylie's technical proficiencies include Adobe Creative Suite, ArcGIS Pro, Canva, Google Workspace, Mailchimp, and SurveyMonkey.

EDUCATION

M.S.P. Florida State University, Urban and Regional Planning, 2021

B.S. Florida State University, Sociology, 2018

PROFESSIONAL AFFILIATIONS

- American Planning Association, Florida Chapter

TECHNICAL PROFICIENCIES

Adobe Creative Suite, ArcGIS Pro, Canva, Google Workspace, Issuu, JotForm, Mailchimp, Microsoft Office, Sprout Social, SPSS STATA, SurveyMonkey, Wagtail CMS, WordPress

EXHIBIT B
FEE SCHEDULE

3.0 Budget and Fee Schedule

3.1 Budget

The proposed itemized budget for the City of Sand City Sixth Cycle Housing Element Update is presented on the following page.

3.2 Fee Schedule

Following the budget is a copy of the 2022 Fee Schedule for EMC Planning Group. This Fee Schedule outlines costs based on the position of the team member working on each task for the preparation of the City's 6th Cycle Housing Element.

Sand City Housing Element Update (6th Cycle)										
Task	EMC Planning Group Inc.									
	Senior Principal	Principal	Principal Planner	Associate Planner	Assistant Planner	Graphics	Desktop Publisher	Admin/Production		
Staff	Ron Sissem and Chris Staedler	Martin Carver	Ande Flower or Polaris Kinison Brown	Kailon Thompson	Zane Mortenson or Kylie Pope	Matt Papurello	Kristina Arden	Tiffany Robinson and Susan Groves-Ameil	Total Hours	Total Cost
Billing Rate (Per Hour)	\$250.00	\$225.00	\$200.00	\$150.00	\$125.00	\$95.00	\$150.00	\$115.00		
Task 1 - Project Kickoff	10.0	0.0	7.0	3.0	0.0	0.0	3.0	2.0	25.0	\$5,030.00
Task 2 - Project Management	57.0	0.0	44.0	8.0	0.0	0.0	4.0	4.0	117.0	\$26,310.00
Task 3 - Community Outreach and Engagement	3.0	0.0	14.0	0.0	0.0	10.0	36.0	7.0	70.0	\$10,705.00
Task 4 - Housing Element - Administrative Draft and Draft Housing Element										
Task 4.1 - Effectiveness of Current Housing Element	1.0	7.0	12.0	30.0	2.0	0.0	0.0	2.0	54.0	\$9,205.00
Task 4.2 - Assessment of Housing Needs, Including Special Needs Populations	1.0	2.0	16.0	35.0	0.0	0.0	3.0	2.0	59.0	\$9,830.00
Task 4.3 - Affirmatively Further Fair Housing	1.0	2.0	20.0	35.0	0.0	0.0	2.0	1.0	61.0	\$10,365.00
Task 4.4 - Affordable Housing Units At-Risk of conversion to Market Rate	1.0	2.0	5.0	7.0	16.0	4.0	2.0	1.0	38.0	\$5,545.00
Task 4.5 - Analysis of Actual and Potential Government Constraints	1.0	5.0	2.0	3.0	16.0	3.0	1.0	2.0	33.0	\$4,890.00
Task 4.6 - Analysis of Actual and Potential Nongovernmental Constraints	2.0	5.0	2.0	2.0	20.0	0.0	1.0	1.0	33.0	\$5,090.00
Task 4.7 - Zoning for a Variety of Housing Types	2.0	7.0	3.0	2.0	20.0	3.0	0.0	1.0	38.0	\$5,875.00
Task 4.8 - Inventory of Housing Sites and Analysis	5.0	7.0	3.0	4.0	24.0	8.0	3.0	2.0	56.0	\$8,465.00
Task 4.9 - Schedule of Actions and Quantified Objectives	5.0	30.0	10.0	15.0	0.0	0.0	0.0	4.0	64.0	\$12,710.00
Task 4.10 - Draft Housing Element	7.0	44.0	16.0	95.0	12.0	16.0	32.0	10.0	232.0	\$38,070.00
Task 4.11 - Revision of Draft Housing Element	2.0	35.0	20.0	25.0	0.0	4.0	20.0	5.0	111.0	\$20,080.00
Task 4.12 - Adoption of Housing Element	20.0	16.0	16.0	20.0	0.0	3.0	30.0	5.0	110.0	\$20,160.00
Task 5 - CEQA Documentation	16.0	0.0	10.0	20.0	75.0	16.0	4.0	12.0	153.0	\$21,875.00
Subtotal (Hours)	134.0	162.0	200.0	304.0	185.0	67.0	141.0	61.0	Total Hours	Total Cost
Subtotal (Cost)	\$33,500.00	\$36,450.00	\$40,000.00	\$45,600.00	\$23,125.00	\$6,365.00	\$21,150.00	\$7,015.00	1254.0	\$213,295.00

Additional Costs	
Digital Outreach	\$2,000.00
Travel Costs	\$100.00
Production Costs/Deliverables	\$350.00
Administrative Overhead 10%	\$245.00
Total	\$2,695.00

Subconsultant Fees*	
Subconsultant For Planning and/or CEQA (TBD)	\$20,000.00
Administrative Overhead 10%	\$2,000.00
Total	\$22,000.00

Total Costs	\$237,900.00
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Contingency Fund*	\$20,000.00
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*The need for subconsultant support is unknown at this time and will be determined with City Staff at a later date.

*The contingency fund is not a part of the total cost, but is strongly recommended to be approved with the contract - to allow as staff discretionary funds to be used throughout the term of the contract.



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2022)

Principals

Hourly Billing Rate

Senior Principal	\$250.00
Principal	\$225.00

Planners

Principal Planner	\$200.00
Senior Planner	\$175.00
Associate Planner	\$150.00
Assistant Planner	\$125.00

Biologists

Monitoring Rate

Principal Biologist	\$190.00	(\$145.00)
Senior Biologist	\$155.00	(\$125.00)
Associate Biologist	\$130.00	(\$110.00)
Assistant Biologist	\$115.00	(\$95.00)
Certified Arborist	\$125.00	

Archaeologist

Registered Professional Archaeologist	\$125.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$95.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

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

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

EXHIBIT 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.

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.

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

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

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

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

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

coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

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

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

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

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

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

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's

performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

**AGENDA ITEM
9B.**

**Comments by Council Members on Items
of Interest to Sand City**

**AGENDA ITEM
9C.**

Upcoming Meetings/Events