



CITY COUNCIL SPECIAL MEETING

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

TUESDAY, SEPTEMBER 30, 2025

2:00 PM

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

City Council Special Meeting - Tuesday, September 30, 2025
2:00 PM

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

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

Webinar ID: 883 4910 0938

To participate telephonically by calling the number below:

(669) 900-6833

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #
TO PARTICIPATE IN PERSON:
City Hall Council Chamber
1 Pendergrass Way
Sand City, CA

Public Comments:

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

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

5. CONSENT CALENDAR

- 5A. Approval of Mayor's Signature on Letters to the Governor Requesting a Signature or Veto on Cal Cities Priority Bills

[Mayor's Memo](#)
[Letters](#)

- 5B. Approve a Resolution Rescinding and Replacing Resolution SC 25-51 Authorizing a Cost-Sharing Memorandum of Understanding for Support for Franchise Collection Planning Between ReGen Monterey and its Member Agencies

[Staff Report](#)
[Resolution](#)

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. NEW BUSINESS

- 7A. Approve a Resolution Accepting Funds From the Mid-Cycle Regional Surface Transportation Program Administered by the Transportation Agency for Monterey County to Support the West End Stormwater Improvement Project on Contra Costa Street and Catalina Street

[Staff Report](#)
[Resolution](#)

- 7B. Approve a Resolution Authorizing the City Manager to Enter into a Professional Service Agreement with Pavement Engineering Inc. at an amount not to exceed \$28,735

[Staff Report](#)
[Resolution](#)
[Professional Service Agreement](#)

8. CLOSED SESSION

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

- 8A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957.
Title: City Manager
- 8B. Re-adourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Government Code Section 54957.1.

9. ADJOURNMENT

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

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

**AGENDA ITEM
5A.**

**Approval of Mayor's Signature on Letters
to the Governor Requesting a Signature or
Veto on Cal Cities Priority Bills**



Memo

To: City Council of Sand City
From: Mary Ann Carbone, Mayor
Date: September 30, 2025
Re: Letters Asking for Signature/Veto on Bills

The legislature has recessed for the year and sent bills to the Governor to sign into law or veto by October 13, 2025.

Cities should send a letter to the Governor requesting a signature or veto on Cal Cities priority bills. Bills signed by the Governor take effect January 1, 2026.

Attached are letters from Mayor Carbone requesting the City Council's full support. After reviewing this request, the following is recommended:

- **Approve Mayor Carbone's signature on the attached letters.**

If any Councilmember wants to discuss then this item should be pulled from the consent calendar for discussion with the full Council.



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

September 30, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: SB 79 (Wiener) Housing development: transit-oriented development.
Request for Veto

Dear Governor Newsom,

The City of Sand City writes to request your **Veto** on **SB 79 (Wiener)**, which would disregard state-certified housing elements and bestow land use authority to transit agencies without any requirement to align development standards with local general plan and zoning requirements.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities in urban transit counties defined as “a county with more than 15 rail stations” to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input.

Most alarmingly, SB 79 defies cities’ general plans and provides transit agencies with land use authority on property they own that is adjacent to a transit stop, or if the agency owns land on or before January 1, 2026, within a half mile of a transit stop. Transit agencies would have the power to determine nearly all aspects of the development, including height, density, and design, without any regard to local zoning or planning. Transit agencies play a crucial role in planning transportation services, providing operations and logistics management, and ensuring that Californians have various options for commuting. By expanding their role to include housing developers and land-use authorities, this measure would continue to stretch already-thin agencies that are dealing with [funding shortfalls](#) and that lack expertise in land-use planning and development. It is fiscally unsound to assign them new responsibilities in housing development when they are struggling to sustain core operations.

The City of Sand City appreciates the author’s desire to include an alternative transit-oriented development plan; however, as currently drafted, the local government has the option to do this through an additional analysis in the local government’s housing element or through the adoption

of an ordinance with approval from the Department of Housing and Community Development (HCD). SB 79 would add additional requirements for state review, increasing workloads, and making it more likely that local governments will not get their housing elements or ordinances approved promptly.

Finally, the local flexibility provided in the measure is minimal at best. The bill does not provide exemptions for cities that have adopted plans to promote taller, denser residential development near transit in consultation with the community but fall short of the bill's rigid minimum requirements. The alternative plan would still be required to meet or exceed the required development near transit as determined by HCD across all transit-oriented development zones within the jurisdiction without accounting for infrastructure constraints, environmental hazards, or community design goals unique to each jurisdiction. For example, a community may want to distribute density around the jurisdiction due to its infrastructure capacity. However, they must still meet the minimum requirements of the bill, regardless of whether they make sense for the community or the design of the jurisdiction. In short, the flexibility is about how to meet the state's requirements – not whether those requirements make sense for the community.

For these reasons, the City of Sand City respectfully request your **Veto** on SB 79 (Wiener).

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc. The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums, Monterey Bay Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org



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

September 30, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

RE: SB 346 (Durazo) Local agencies: transient occupancy taxes: short-term rental facilitator.
Request for SIGNATURE

Dear Governor Newsom,

The City of Sand City respectfully requests your **signature** on SB 346, which would better equip cities to enforce local ordinances related short-term rentals, including the collection and remittance of transient occupancy taxes (TOT).

Short-term rentals are regulated exclusively at the local level via the adoption of an ordinance that often includes regulations on permitting, tax compliance, noise, parking, occupancy, as well as other responsibilities for hosts and short-term rental facilitators. In some instances, ordinances limit the number of short-term rentals allowed to operate lawfully, other ordinances ban short-term rentals entirely.

Short-term rentals can present numerous challenges to neighborhoods and adjacent property owners. They may create additional noise, traffic, parking, and public safety issues, decrease available housing stock, and in some cases turn residential neighborhoods into de-facto hotel rows, collectively creating additional demands on local public service providers.

Unfortunately, the enforcement of TOT ordinances and the collection and remittance of these taxes from short-term rentals can be inconsistent, even when voluntary collection agreements are in place with a short-term rental facilitator. Cities lack access to property addresses or other property-related information, even under these agreements, resulting in a difficult choice to either accept tax payments without any way to verify their accuracy and legality or to collect taxes directly from property owners—a costly and time-consuming process. Meanwhile, short-term rental facilitators have full knowledge of these properties' locations and resist disclosing this information. Cities can only compel short-term rental facilitators to disclose this critical

information through certain legal action, such as subpoenas. This is not how oversight of public dollars should work.

SB 346 would address the above issues by providing cities with the physical address of each short-term rental listed on the facilitator's website and full audit authority of TOT dollars. These changes would ensure the correct amount of TOT is being collected and remitted and would allow for more efficient enforcement against unlicensed units.

For these reasons, the City of Sand City requests your signature on SB 346.

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc. The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums Monterey Bay Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org



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

September 30, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: SB 456 (Ashby) Community Beautification Act.
Request for SIGNATURE

Dear Governor Newsom,

The City of Sand City respectfully requests your **signature** on **456 (Ashby)**, which would exempt muralists from having to obtain a contractors license through the California State Licensing Board (CSLB) before being commissioned for public and private art projects.

The City of Sand City recognizes that public art and murals are proven drivers of community and economic health, attracting tourists, supporting jobs, generating revenue, and improving public safety and well-being.

However, in 2023, public [notices](#) began being issued to municipalities indicating that muralists fall within the definition of a "contractor" under Business and Professions Code section 7026. As a result, muralists must carry a contractor's license if they undertake a mural on a building for more than \$500. Additionally, per Business and Professions Code section 7028.15 (e), city staff may be fined for knowingly hiring an unlicensed muralist. Due to these licensure requirements, cities across California have had to cease or stall the implementation of mural projects.

To qualify for these commercial licenses, muralists must accumulate four years of specialized experience under a licensed contractor, pass the Law and Business examination, and pay annual licensing fees. These requirements create unnecessary barriers to work on public art projects and expose city employees and artists to fines if such requirements are not met.

Sand City has a robust mural program. We hope to continue our annual mural festival and adorn our City even further with the artwork created by a diversity of artistic talent from both local, national and even international artists.

Muralists provide a fundamentally different service than a painting contractor, as their work is an artistic expression rather than addressing the structural integrity of a building. It is appropriate to provide a narrow exception to the state's licensing requirements for muralists, as SB 456 seeks to provide them with the flexibility to continue their artistic expression.

For these reasons, the City of Sand City requests your **signature** on SB 456 (Ashby).

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc. The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums Monterey Bay Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org



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

September 30, 2025

The Honorable Gavin Newsom
Governor of the State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 476 (Gonzalez) Metal Theft.
Request for SIGNATURE

Dear Governor Newsom,

The City of Sand City, respectfully requests your signature on **AB 476 (Gonzalez)**, which would enhance enforcement measures against metal theft. This legislation is a crucial step toward protecting California's public infrastructure and ensuring the safety and functionality of essential services that communities rely on daily.

As you know, metal theft has become a widespread and costly issue, severely impacting critical infrastructure components such as streetlights, fire hydrants and fire department connections, manhole covers, electric vehicle (EV) charging stations, and backflow prevention devices. Thieves often target these public assets due to the high value of precious metal, specifically copper, leaving behind significant damage that endangers public safety and imposes burdensome repair costs on local governments and businesses. The consequences of metal theft are far-reaching:

- **Streetlight Tampering:** Stolen copper wiring from streetlights creates hazardous conditions by leaving streets and neighborhoods in darkness, increasing risks for pedestrians, motorists, and law enforcement.
- **Fire Protection System Compromise:** The theft of metal components from fire hydrants or fire department connections weakens emergency response capabilities, endangering lives and property in the event of a fire.
- **Manhole Cover Theft:** The removal of manhole covers poses severe hazards to drivers, bicyclists, and pedestrians, leading to potential accidents and injuries.

- **Backflow Device Damage:** Backflow prevention devices protect drinking water supplies from contamination, and theft-related damages compromise water quality and public health.

The financial burden of repairing and replacing stolen infrastructure components falls on taxpayers, utility providers, and municipalities, draining resources that could otherwise be used for community development and essential services. AB 476 provides much-needed enforcement tools to deter copper wire theft and hold perpetrators accountable for the harm they cause to public safety and infrastructure reliability.

For these reasons, the City of Sand City respectfully request that you **sign AB 476 (Gonzalez)**.

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc: The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums Monterey Bay Public Affairs Manager (via email)
League of California Cities (via email: cityletters@calcities.org)



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

September 30, 2025

The Honorable Gavin Newsom
Governor of the State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 620 (Jackson) Zero Emission Vehicles.
REQUEST FOR SIGNATURE

Dear Governor Newsom,

The City of Sand City, respectfully requests your signature on **AB 620 (Jackson)**, which would provide public and private fleets with additional options to meet the zero emission vehicle (ZEV) procurement requirements under the Advanced Clean Fleet (ACF) regulation, adopted by the CA Air Resources Board on April 28, 2023.

Unfortunately, the ACF regulation does not allow a fleet owner to claim compliance credit for renting a zero emission truck over its internal combustion counterpart. This oversight unreasonably restricts the options available to fleet owners, particularly those with less resources and limited budgets, that are looking for cost-effective ways to meet the ACF's ambitious goals.

As a matter of policy, we believe that public fleets should have a variety of options available when developing their compliance plans. For public and private entities that rent ACF covered trucks to supplement their existing fleets, we strongly believe that the rental of zero emission trucks should count towards the total compliance obligation for those fleets. The increased utilization of zero emission trucks would benefit local air quality, reduce the investment costs for public and private entities electing to utilize those trucks, and provide much needed flexibility that will allow public and private fleets to better serve the needs of the public.

Particularly, cities as small as Sand City do not always have the resources to purchase fleet vehicles. Sand City would benefit greatly from this option were it to not obtain funding for ev fleet purchases.

For these reasons, the City of Sand City respectfully request that you **sign AB 620 (Jackson)**.

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc: The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums, Monterey Bay Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org



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

September 30, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 650 (Papan) Planning and Zoning: Housing Element: Regional Housing Needs Allocation.
Request for Signature

Dear Governor Newsom,

The City of Sand City respectfully requests your **Signature** on **AB 650 (Papan)**, which would allow local governments to begin updating their housing element six months early, provide greater certainty, and reduce ambiguity in the housing element review process.

Since 1969, California's local governments have planned and selected sites for housing at all income levels through the housing element portion of a local government's general plan. Every five to eight years, local governments are required to adopt a blueprint outlining where developers can or cannot build residential developments within their respective communities and obtain certification from the Department of Housing and Community Development (HCD). Local governments plan for their fair share of housing development as determined through the Regional Housing Needs Allocation (RHNA) process. As part of this complex process, local governments submit in their housing elements a variety of essential data, actions, and programs to promote fair, equitable, and affordable housing in their community. Currently, local jurisdictions are planning and zoning for nearly 2.5 million additional homes statewide.

During the 6th RHNA cycle, local governments experienced various challenges in obtaining certification from HCD. Some of the challenges include a short timeline for completing these complex documents and responding to HCD's feedback, a lack of clarity regarding what the state expects from local governments when reviewing additional housing element drafts, and the introduction of new requirements late in the housing element review process.

AB 650 would address these issues by allowing local governments to begin updating their housing element six months early. The bill would also require HCD to provide specific text and analysis that must be included in the housing element to remedy deficiencies, ensuring that local

governments are not penalized when HCD identifies additional deficiencies not previously identified in prior review letters.

AB 650 would also provide greater clarity and certainty to the housing element process, helping to ensure that all jurisdictions adopt a certified housing element on time. Additionally, the measure will help local governments facilitate the creation of more housing by providing resources that enable cities to obtain state approval for their housing plans, thereby creating more certainty for developers hoping to build in California.

For these reasons, the City of Sand City respectfully request your **Signature** on AB 650 (Papan).

Sincerely,

Mary Ann Carbone
Mayor
City of Sand City

cc. The Honorable Senator John Laird, District 17
The Honorable Assembly Member Robert Rivas, 29th Assembly District
Deanna Sessums, Monterey Bay Public Affairs Manager (via email)
League of California Cities, cityletters@cacities.org

**AGENDA ITEM
5B.**

**Approve a Resolution Rescinding and
Replacing Resolution SC 25-51 Authorizing
a Cost-Sharing Memorandum of
Understanding for Support for Franchise
Collection Planning Between ReGen
Monterey and its Member Agencies**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: Rescind and Replace Resolution SC 25-51 Authorizing a Cost-Sharing Memorandum of Understanding for Support for Franchise Collection Planning Between ReGen Monterey and its Member Agencies
DATE: September 30, 2025

BACKGROUND/DISCUSSION:

Resolution SC 25-51 was approved by the City Council at the September 16, 2025, meeting. However, the approved resolution inadvertently omitted authorizing language. This action corrects that omission.

On August 19, 2014, the City of Sand City entered into a Franchise Agreement, effective April 1, 2015, through April 30, 2030. As the agreement's expiration approaches, the City must decide whether to issue a new RFP or negotiate a contract extension. Hiring a consultant to guide this process is preferred. Regen Monterey, which serves seven member agencies with contracts expiring in 2030, is providing a cost-sharing Memorandum of Understanding (MOU) to facilitate this process regionally.

Regen Monterey previously assisted with the competitive bid for the current franchise agreements in 2010, HF&H Consultants was hired to lead that process. GreenWaste was selected by member agencies for curbside collection services, for a 15-year term. As the term ends, ReGen Monterey's Technical Advisory Committee (TAC) has formed a sub-group to prepare for either a new RFP or contract extension negotiations.

Two of the nine Regen Monterey member agencies, the City of Monterey and the County of Monterey, have different waste collection providers and will not participate in this process

REVIEW AND ANALYSIS

ReGen Monterey's collaborative regional framework offers the following benefits to participating agencies:

- Collaborative Framework and Guidance
- Financial Benefits and Cost Efficiencies
- Expertise and Professional Support

- Operational and Service Advantages
- Administrative and Staffing support
- Strategic and Long-Term Benefits
- Risk Mitigation and Quality Assurance

Consultant Selection Process

ReGen Monterey solicited proposals from four specialized consultants:

1. Gershman, Brickner & Bratton, Inc. (GBB, Inc.)
2. HF&H Consultants
3. MSW Consultants
4. R3 Consulting Group, Inc.

Each consultant was asked to provide hourly rates and estimated costs for four phases of work: 1) Public & Stakeholder Engagement; 2) Solicitation Design & Drafting; 3) RFP Process Support; and 4) Negotiations.

Only one proposal was received: HF&H Consultants. After review by a selection committee of ReGen Monterey member agencies, including Sand City, the committee recommended HF&H due to the robust proposal meeting all necessary requirements. HF&H also proposed hiring a third-party survey firm to conduct a public opinion survey on residential satisfaction.

This process will engage the public, evaluate satisfaction with GreenWaste, and guide the development of future franchise agreements. For Sand City, participating in the regional effort offers significant cost savings and avoids the need to hire a separate consultant.

Fees And Cost Sharing

The total cost of HF&H Consultants' support over the next 3-4 years is estimated at \$499,620.00. Hiring a public opinion survey firm is estimated at \$35,000.00, bringing the total to \$534,620.00. This cost will be split evenly among the seven participating agencies, with Sand City's share totaling \$76,374.00 over the course of the project. Under the terms of the cost-sharing MOU, ReGen Monterey will hold the contract with HF&H Consultants and will handle all billing. Member agencies, including Sand City, will reimburse ReGen Monterey annually for actual costs incurred, based on a time and materials basis.

CEQA:

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

FISCAL IMPACT:

The cost of this item for the City of Sand City is \$76,374.00 over the next 3-4 years

RECOMMENDATION:

Staff recommends approval of the MOU with ReGen Monterey for cost-sharing in franchise planning support, which includes hiring HF&H Consultants and a public opinion survey firm.

The Council could decide not to approve the MOU and issue an independent RFP for franchise support services. However, this is not recommended due to the cost savings and regional benefits provided by the unified approach. The MOU does offer an option for members to exit after each phase if they wish to proceed differently.

ATTACHMENTS:

1. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RESCINDING AND REPLACING
RESOLUTION SC 25-51 AUTHORIZING A COST-SHARING MEMORANDUM OF
UNDERSTANDING FOR SUPPORT FOR FRANCHISE COLLECTION PLANNING
BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES**

WHEREAS, the City of Sand City's Franchise Agreement with GreenWaste for Waste Collection services expire on April 30, 2030, and the City must decide whether to issue a new Request for Proposal (RFP) or negotiate an extension of the existing agreement; and

WHEREAS, ReGen Monterey facilitated the prior competitive bid process in 2010, resulting in franchise agreements with GreenWaste for seven member agencies, including Sand City; and

WHEREAS, ReGen Monterey has proposed to facilitate the franchise collection planning for the member agencies through a cost-sharing Memorandum of Understanding (MOU) to assist with either issuing a new RFP or negotiating an extension of the current contract; and

WHEREAS, ReGen Monterey's Technical Advisory Committee (TAC) formed a subcommittee to review consultant proposals for franchise collection planning, and HF&H Consultants was selected based on their submitted proposal; and

WHEREAS, the ReGen Monterey Board approved the cost-sharing Memorandum of Understanding for franchise collection planning support between ReGen Monterey and its member agencies on August 22, 2025, which includes the costs for consultant services and a public opinion survey; and Sand City's financial contribution for franchise collection planning support is \$74, 374.00 over 3-4 years; and

WHEREAS, Sand City's financial contribution for franchise collection planning support is \$74,374.00 over 3-4 years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to execute a cost-sharing Memorandum of Understanding for support for franchise collection planning between ReGen Monterey and its member agencies.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

AGENDA ITEM 7A.

**Approve a Resolution Accepting Funds
From the Mid-Cycle Regional Surface
Transportation Program Administered by
the Transportation Agency for Monterey
County to Support the West End
Stormwater Improvement Project on
Contra Costa Street and Catalina Street**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: West End Stormwater Improvement Project Funding
DATE: **September 30, 2025**

BACKGROUND/DISCUSSION:

The West End Stormwater Improvement Project on Contra Costa Street and Catalina Street (Project) proposes to retrofit several blocks along each street with low impact development (LID) best management practices (BMPs) to improve stormwater runoff quality, mitigate nuisance flooding, augment local groundwater supplies, increase urban green space, reduce pollutant load discharges to the Monterey Bay National Marine Sanctuary, improve pedestrian safety and ADA accessibility, reduce vehicle speeds by installing traffic calming features, and comply with Assembly Bill 413 Daylighting.

The Project proposes to install bioretention facilities, permeable pavement, stormwater infiltration chambers, drought tolerant landscaping, traditional street improvements including new curbs, gutters, sidewalks, driveways, curb extensions, asphalt pavement, storm drain inlets and pipes, signage and striping, high visibility crosswalks, and related features.

As previously presented to council, the estimated costs for construction of the Project have exceeded the available funding sources, resulting in a gap in funding. At the direction of the City Manager, staff have actively pursued additional sources of funding, such as from other grant programs.

In July 2025, the Transportation Agency for Monterey County (TAMC), informed member agencies that it had Mid-cycle Regional Surface Transportation Program (RSTP) interest reserves that were available to fund active projects over budget. In late July 2025, and at the direction of the City Manager, the City submitted an Active Projects Survey for the Project to request Mid-cycle RSTP funds. In September 2025, TAMC notified the City that it was awarded \$2,000,000 in funding. This award was a significant win for the City and has helped close the funding gap for the Project. An updated summary of Project Costs and Funding Sources is shown below:

Table: Project Costs and Funding Sources

Construction Estimates	
\$4,058,750	Contra Costa St. Construction Estimate (incl. 10% contingency)
\$2,190,950	Catalina St. Construction Estimate (incl. 10% contingency)
\$6,249,700	Total Construction Estimate
Funding Sources	
\$2,735,202	SWRCB Grant – Contra Costa St.
\$304,000	SWRCB Grant – Contra Costa St. Match Requirement
\$1,097,400	DWR Grant – Catalina St.
\$2,000,000	TAMC Mid-cycle RSTP
\$6,136,602	Total Funding Sources
\$113,098	Estimated funding needed if contingency is needed

Note: it is anticipated that the contingency amounts include construction management and inspection, change orders, and other unforeseen items.

Value Engineering – to further help reduce costs, the City Engineer is working with the design to reduce items that may not be entirely required. For example, permeable pavement is currently proposed for the entirety of the intersections along both streets. From a stormwater treatment perspective, this use of permeable pavement will capture less than when used at parking areas and sidewalks. In addition, permeable pavement is challenging to construct and costly. Further, it is costly to maintain for public works staff. Therefore, the City Engineer is working with the design to reduce the use of permeable pavement at intersections to only the crosswalk areas. This will achieve the dual effect of providing some stormwater benefit while at the same time providing high visibility crosswalks to enhance pedestrian safety. The City Engineer will complete this process over the next 4-6 weeks prior to issuance of the bid.

The City Engineer is working with the grant agencies to confirm that the Project design meets the quantifiable benefits identified in the grant requirements. During final design it was determined that the current design may not meet all of the projected grant benefits for total volume of runoff captured, treated, and infiltrated, and total area (square feet) of bioretention and permeable pavement. The City Engineer is working to confirm and resolve this issue and if needed, will request an amendment to the grant, which the grant agencies have indicated they will consider if needed. The City Engineer anticipates completing this process over the next 6-8 weeks, based on processing a potential amendment through the grant agencies, and prior to issuance of the bid.

The Project will be released for public bid on the City's website. To maximize efficiency, staff will work towards an electronic bid process.

CEQA:

Approval of a resolution accepting funding and applying it to a Project does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT:

Once the Project is publicly bid and a responsible, low bidder is determined, a construction contract and updated costs based on the bid will be brought back to city council for approval.

RECOMMENDATION:

Approve the receipt of TAMC Mid-cycle Funds and the future bidding of the Project and authorize the City Manager take all steps necessary to issue a bid for the Project.

ATTACHEMENT:

1. Resolution

CITY OF SAND CITY

RESOLUTION SC 25-XX, 2025

RESOLUTION OF THE CITY COUNCIL OF SAND CITY ACCEPTING FUNDS FROM THE MID-CYCLE REGIONAL SURFACE TRANSPORTATION PROGRAM ADMINISTERED BY THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY TO SUPPORT THE WEST END STORMWATER IMPROVEMENT PROJECT ON CONTRA COSTA STREET AND CATALINA STREET

WHEREAS, The West End Stormwater Improvement Project on Contra Costa Street and Catalina Street (Project) proposes to retrofit several blocks along each street with low impact development (LID) best management practices (BMPs) to improve stormwater runoff quality, mitigate nuisance flooding, augment local groundwater supplies, increase urban green space, reduce pollutant load discharges to the Monterey Bay National Marine Sanctuary, improve pedestrian safety and ADA accessibility, reduce vehicle speeds by installing traffic calming features, and comply with Assembly Bill 413 Daylighting; and

WHEREAS, The Project proposes to install bioretention facilities, permeable pavement, stormwater infiltration chambers, drought tolerant landscaping, traditional street improvements including new curbs, gutters, sidewalks, driveways, curb extensions, asphalt pavement, storm drain inlets and pipes, signage and striping, high visibility crosswalks, and related features; and

WHEREAS, The estimated costs for construction of the Project have exceeded the available funding sources, resulting in a gap in funding; and

WHEREAS, In July 2025, the Transportation Agency for Monterey County (TAMC), informed member agencies that it had Mid-cycle Regional Surface Transportation Program (RSTP) interest reserves that were available to fund active projects over budget; and

WHEREAS, The City Manager is directed to take all steps necessary to issue a bid for the Project.

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

- 1) Accepts funds from the Mid-Cycle Regional Surface Transportation Program administered by the Transportation Agency for Monterey County to support the West End Stormwater Improvement Project; and
- 2) Authorize the City Manager to take all steps necessary to issue a bid for the project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

**AGENDA ITEM
7B.**

**Approve a Resolution Authorizing the City
Manager to Enter into a Professional
Service Agreement with Pavement
Engineering Inc. at an amount not to
exceed \$28,735**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: Professional Service Agreement with Pavement Engineering Inc. to provide Pavement Evaluation Services
DATE: **September 30, 2025**

BACKGROUND/DISCUSSION:

The City Manager has directed staff to initiate the 2025 Street Maintenance and Rehabilitation Project (Project) as part of its Capital Improvement Program (CIP) and Pavement Management Program (PMP). The Project will perform maintenance and rehabilitation of various street segments within the City of Sand City (City), including the city hall parking lot area. The planned scope of work includes maintenance and/or rehabilitation of asphalt pavement, concrete curb, gutter, sidewalk, ADA ramp upgrades, signing and striping, storm drainage improvements, rehabilitation of the city hall parking lot and sewer, parking improvements, and related work.

The following street segments and parking lots are included in the planned scope of work:

- California Avenue from 150 feet south of the entrance to the Edgewater Shopping Center north to State Route 1.
- Playa Avenue from California Avenue to Metz Road.
- Holly Street from California Avenue to Ortiz Avenue.
- Contra Costa Street from California Avenue to the north end at State Route 1.
- Elder Avenue end of street parking.
- Shasta Avenue end of street parking.
- City Hall parking lot

The street segments listed are based on the City's PMP and input from staff. In addition, the Project will implement recommendations from the City's Parking Plan to improve and provide additional parking on Holly Street, Contra Costa Street (north end), Elder Avenue (end) and Shasta Avenue (end).

The City Engineer, Harris & Associates (Harris), will provide engineering design services for the Project. The City Surveyor, Polaris Consulting, will provide land surveying and mapping services for the Project. The City Engineer recommends that pavement evaluation

services be provided to support the design of efficient and **cost-effective** asphalt pavement rehabilitation strategies. The City Engineer contacted Pavement Engineering Inc. (PEI), to request a proposal for pavement evaluation services consisting of deflection testing and coring.

Deflection testing is a non-destructive method that determines the overall structural capacity of existing pavement. The pavement is “bent” under a load to determine pavement deflection. Using this method, both the asphalt pavement layer capacity and the total overall section capacity are determined.

Pavement coring is a process of using specialized equipment to extract samples of existing asphalt pavement for testing and design. Coring measures the existing pavement thickness to determine the depth of various pavement layers.

Taken together, these methods provide a complete picture of the existing pavement structure and its in-place strength. If even one more year of service life is gained on a street pavement section, the cost of the pavement evaluation has paid for itself.

The cost to provide these services as shown in PEI’s proposal is \$23,860 for the base bid priority streets and \$4,875 as an optional service for a total of \$28,735. The optional portion is for California Avenue because the City Engineer anticipates that only a surface seal and re-striping will occur at this location. However, the optional service allows flexibility to obtain the pavement evaluation data, should it be needed during the design phase. PEI’s proposal is included as Exhibit A to Resolution Attachment 1.

Sand City Municipal Code (SCMC) Chapter 12.18 Purchasing Procedures, section 12.18.050 Bidding – When Not Required, subsection F. allows for formal bidding to be dispensed with for several situations, including, *“when entering into contracts for a professional service, such as that available from an accountant, architect, attorney, land surveyor, engineer or other specialized consultant...”*.

PEI is a professional engineering consultant who will provide specialized pavement evaluation services as described herein.

CEQA:

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

FISCAL IMPACT:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Resolution
2. Professional Service Agreement

CITY OF SAND CITY

RESOLUTION SC 25-XX, 2025

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH
PAVEMENT ENGINEERING INC. AT AN AMOUNT NOT TO EXCEED
\$28,735**

WHEREAS, On April 15, 2025, the City Council of Sand City approved a five-year Capital Improvement Plan that included funding for parking improvements and implementation of a pavement management program; and

WHEREAS, On June 17, 2025, City Council approved the Fiscal Year 2025-2026 City budget that included funding for the parking improvements and implementation of a pavement management program; and

WHEREAS, The City Manager has directed staff to initiate the 2025 Street Maintenance and Rehabilitation Project (Project) as part of its Capital Improvement Program (CIP) and Pavement Management Program (PMP); and

WHEREAS, The Project will perform maintenance and rehabilitation of various street segments within the City, including the city hall parking lot area, and the planned scope of work includes maintenance and/or rehabilitation of asphalt pavement, concrete curb, gutter, sidewalk, ADA ramp upgrades, signing and striping, storm drainage improvements, rehabilitation of the city hall parking lot and sewer, parking improvements, and related work; and

WHEREAS, The City Engineer recommends that pavement evaluation services be provided to support the design of efficient and cost-effective asphalt pavement rehabilitation strategies; and

WHEREAS, The City Engineer contacted Pavement Engineering Inc. (PEI), to request a proposal for pavement evaluation services consisting of deflection testing and coring; and

WHEREAS, Sand City Municipal Code (SCMC) Chapter 12.18 Purchasing Procedures, section 12.18.050 Bidding – When Not Required, subsection F. allows for formal bidding to be dispensed with when entering into contracts for a professional service, such as that available from an accountant, architect, attorney, land surveyor, engineer or other specialized consultant and PEI is a professional engineering consultant who will provide specialized pavement evaluation services as described herein; and

WHEREAS, PEI submitted a proposal for pavement evaluation services.

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

- 1) Authorizes the City Manager to enter into a Professional Service Agreement with Pavement Engineering Inc, in substantially the same form as shown in Attachment 1.

2) Requires Pavement Engineering Inc. maintain a City business license for the duration of the term of the Agreement.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

RESOLUTION ATTACHMENT 1
Resolution SC 25- (2025)

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

This Agreement made this 30th day of September, 2025 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Pavement Engineering 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 hereto.

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

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

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty-eight thousand seven hundred thirty-five dollars (\$28,735) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed thirty one thousand six hundred eight dollars (\$31,608) 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 B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY:	City of Sand City 1 Pendergrass Way Sand City, CA 93955 Attention: Vibeke Norgaard, City Manager
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To CONSULTANT:	Pavement Engineering Inc 26007 Huntington Lane Santa Clarita, CA 91355 Attention: Joseph L. Ririe, Principal Planner
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XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL



September 24, 2025

MP25-519A

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

Subject: Pavement Evaluation Services for Sand City

Dear Ms. Norgaard:

Per your request, we are submitting our proposal for pavement evaluation services for the City's 2025 paving project. Our work will include deflection testing and coring on the following street segments:

Base Bid Project Streets

- Playa Avenue – California Avenue to West End at Metz Road (~850 LF, 2 lanes)
- City Hall Parking Lot – Pendergrass Way to East End
- Holly Street – California Avenue to Ortiz Avenue (~470 LF, 2 lanes)
- Contra Costa Street – California Avenue to North End (~215 LF, 2 lanes)

Alternate Project Street

- California Avenue – 150' S/O entrance to Edgewater Shopping Center to Cabrillo Highway NB Off-ramp (~420 LF 3 & 4 lanes)

Our scope of work is outlined below:

SCOPE OF WORK

The field-testing portion of our work consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection tests will be performed at 100-foot maximum intervals in each travel lane (minimum of 5 points per lane). The deflection analysis will be performed in general accordance with CTM 356. Coring will be performed at 500 foot intervals over the street segment (minimum of 2 cores per segment). Our work excludes pre-marking the coring locations and coordination with Underground Service Alert. Moving traffic control will be provided by a follow vehicle with flashing lights. Flagging will be provided as necessary. Harris & Associates will provide the traffic index.

Only coring will occur at the City Hall Parking lot, no deflection testing will be performed.

To assist us with the evaluation, we will measure the full structural section (AC & AB) at each core location. We will also collect native soil samples approximately every 1,000 feet that will be used to determine the R-value (minimum of 1 R-value per street segment).

The engineering report summarizes our deflection analysis and contains rehabilitation and reconstruction options for the street segment tested. We will explore all possible rehabilitation options, including pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays, as well as recycling options such as FDR and CIR. Included with the report are deflection summary sheets, photos and a visual description of the street segment.

Lump Sum Fee for Base Bid Priority Streets: \$23,860

Lump Sum Fee for Alternate Project Streets: \$4,875

Note: Our Lump Sum Fee for the Alternate Project Street assumes the Alternate Project Street will be tested at the same time as the Base Bid Priority Streets.

We anticipate 4 to 6 weeks to complete the work after receiving the notice to proceed. The attached proposal conditions will apply. Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal Engineer

Attachments: Proposal Conditions

pc: C File
M File
MP Files

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump-Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City 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
8A.**

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

**AGENDA ITEM
8B.**

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