

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, JANUARY 20, 2026

5:30 PM

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

City Council Regular Meeting - Tuesday, January 20, 2026
5:30 PM

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

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

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

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

Public Comments:
If any member of the public would like to provide written comments 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.

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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

4. COMMUNICATIONS

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

5. CONSENT CALENDAR

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

5A. Approve the City Council Special Meeting and Regular Meeting Minutes for October 21, 2025
Draft Minutes

5B. Approve a Resolution Authorizing the City Manager to Execute an Agreement with Talking Walls for Mural Curator Services
Staff Report
Draft Professional Services Agreement
Resolution

5C. Approve a Resolution Amending a Professional Service Agreement with EMC Planning Group to Include Additional Funding from the Second MBARD CAMP Grant (25-13) for Planning and Design of the Sand City Multi-Use Commuter Trail
Staff Report
Resolution
Exhibit A - Contract Amendment
Exhibit B - Original EMC Contract Multi-Use Trail
Exhibit C - Monterey Bay Air Resources District AB2766 Grant Agreement (25-13)

5D. Acceptance of City/Successor Agency Financial Report from December 2025
Staff Report
Sand City Cash Receipt Report
Sand City Check Report
Sand City Successor Agency Revenue Report

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

7A. Receive a Presentation on the New City of Sand City Website: Kris Arden, EMC

8. PUBLIC HEARING

9. NEW BUSINESS

9A. Approve a Resolution Authorizing the Purchase of Three (3) City Vehicles and Authorizing the City Manager to Execute all Necessary Documents
Staff Report
Resolution

9B. Approve a Resolution Accepting a $200,000 Grant from the Monterey Bay Air Resources District and Authorizing the Expenditure of an Additional $501,809.70 for the Purchase of a RAVO R5-ESeries Electric Compact Electric Street Sweeper
Staff Report
Resolution
Quote from Sourcewell

9C. Approve a Resolution Declaring Certain City-Owned Real Property as Exempt Surplus Land Pursuant to Government Code Section 54221(f)(1)(B).
Staff Report
Resolution
Exhibit A - Parcel Map

9D. Approve a Resolution Authorizing the Execution of a Professional Services Agreement with EMC Planning Group, Inc. for the Preparation of a Comprehensive General Plan Update
Staff Report
Resolution
General Plan RFP
Draft Professional Service Agreement

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

11. ADJOURNMENT

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

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

AGENDA ITEM
5A.

Approve the City Council Special Meeting and Regular Meeting Minutes for October 21, 2025

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

City Council Special Meeting - Tuesday, October 21, 2025, 3:30 PM

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

Mayor Carbone called the meeting to order at 3:39 PM.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
City Attorneys Adam Lindgren and Anthony Amara
Planning Manager Nick McIlroy
City Clerk Kerry Lindstrom

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

No public comment received.

City Council/Successor Agency Board to adjourn to Closed Session regarding:
Mayor Carbone requested Item 3B be heard before Item 3A. The Council unanimously agreed.

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

3B. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation pursuant to Government Code Section 54956.9(d)(2). Number of cases: seven.

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

Mayor Carbone reported that the Council took no reportable action.

4. ADJOURNMENT

The Council adjourned the meeting at 5:40 PM.

_____
Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, October 21, 2025
5:30 PM

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

Mayor Carbone called the meeting to order at 5:45 PM.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Adams
Councilmember Diaz
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
Police Chief David Honda
City Attorney Anthony Amara
City Clerk Kerry Lindstrom

2. PLEDGE OF ALLEGIANCE

Police Chief David Honda led the Pledge of Allegiance.

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

Mayor Carbone outlined the Mayor's Report, which included MBARD approving the allocation of funds for a new street sweeper in Sand City, and announced that copies of the Mayor's report were made available to the public.

City Manager Vibeke Norgaard announced:

- Commended Public Works Manager Mark Parker for his work on the MBARD grant application for the street sweeper.
- The new City website has been created and is currently under review by the City Manager.
- The Wonderwall Hotel project is moving forward with the plan check process.
- For the citywide streets project, some landscaping fieldwork is scheduled for this week, and an initial sketch for new parking spaces will be prepared.
- 831 Market will host its fourth anniversary celebration on November 7, 2025.
- The Carmel Delights Dance Company will perform at Art Park on October 25, 2025, at 6:30 PM.
- Rosine's Caffè in Sand City has opened for business.
- The new Marriott Hotel is coordinating with the West End Celebration organizer to plan a holiday market in December.
- The Marriott Hotel project is nearing completion. The Fire Department has completed its review, the State is reviewing elevator safety, and City staff is addressing the remaining punch list items prior to issuance of the Certificate of

Occupancy. Concrete for the monument sign is scheduled to be poured on October 22 or 23, 2025.

- The Police Department will begin posting weekly statistics online.

City Attorney Anthony Amara announced:

- The City Council was informed that Governor Newsom has signed new legislation affecting the Brown Act, which will result in changes to public meeting procedures. The City Attorney's Office will issue a formal written report outlining these changes in the new year.

4. COMMUNICATIONS

Public comment received from Kim Scudder and Janine Chicourrat.

5. CONSENT CALENDAR

No public comment received.

Upon motion by Councilmember Diaz and seconded by Councilmember Adams, Council voted 5-0 to approve the Consent Calendar.

5A. Approved the City Council Special Meeting Minutes for July 15, 2025 and September 30, 2025.

5B. Approved Resolution SC 25-57 honoring the City of Marina on its 50th anniversary.

5C. Approved Resolution SC 25-58 amending a Professional Services Agreement with Polaris Land Surveying, Inc. in an amount not to exceed $50,000.

5D. Approved Resolution SC 25-59 delegating authority to the City Manager for executing Cal Trans documents for the Multi-Use Bike Trail Project grant funding.

5E. Authorized the City Manager to execute an agreement for participation in the See Monterey Destination Marketing Organization through Monterey County's Jurisdiction Investment Partnership (JIP).

5F. Accepted the City/Successor Agency Financial Report from August 2025.

5G. Accepted the City/Successor Agency Financial Report from September 2025.

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

7. PRESENTATION

7A. Receive Central Coast Community Energy (3CE) Annual Update

No public comment received.

No action was taken. Council received the Central Coast Community Energy (3CE) annual update from Sophia Schwirzke.

8. PUBLIC HEARING

8A. First Reading of an Ordinance Amending Title 15 of the Sand City Municipal Code Regarding the Adoption of Building and Related International Codes ***This item was continued to November 4, 2025.***

9. NEW BUSINESS

9A. Annual Military Equipment and Use Update Report

Public comment received from Michael Groves.

Upon motion by Mayor Carbone and seconded by Councilmember Sofer, Council voted 5-0 to receive the report.

9B. Approve a Resolution Approving a Professional Service Agreement with Nadja De Maeseneer to Provide Event Coordination Services for the West End Celebration, in an Amount not to Exceed $95,000, and Authorizing the City Manager to Execute said Agreement

No public comment received.

Upon motion by Councilmember Adams and seconded by Councilmember Diaz, Council voted 5-0 to approve Resolution SC 25-60 approving a professional service agreement with Nadja De Maeseneer to provide event coordination services for the West End Celebration, in an amount not to exceed $95,000, and authorize the City Manager to execute said agreement.

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

Councilmember Sofer reported that she, along with Councilmembers Adams and Diaz, attended the League of California Cities Annual Conference, where they completed required ethics and sexual harassment prevention training and participated in various informational sessions.

Councilmember Adams noted that this was her first League conference and stated that she found it interesting and very informative, and that attendees were welcoming.

Mayor Carbone announced that the annual holiday tree lighting and awards banquet will be held in early December. She also reported that a law enforcement conference will take place November 13–14, 2025, at the Portola Hotel in Monterey. Mayor Carbone stated that Councilmembers Sofer and Adams attended the Firefighters' Charity Ball on October 18, 2025. She further noted that she will be working with the Fire Department to assist Sand City residents in need during the holiday season.

11. ADJOURNMENT

The Council adjourned the meeting at 6:50 PM.

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Approve a Resolution Authorizing the City Manager to Execute an Agreement with Talking Walls for Mural Curator Services

City of Sand City

STAFF REPORT

TO: Mayor and Councilmembers
FROM: Vibeke Norgaard, City Manager
SUBJECT: Professional Services Agreement Talking Walls
DATE: January 20, 2026

BACKGROUND

The City has held five mural festivals since the first one was held in September of 2020. In 2023, the City issued a request for proposals (RFP) for mural curators and hired Crystal and Cameron Moberg of Talking Walls who successfully curated the 2023 and 2024 we.Mural festivals. The Arts Committee met on February 12, 2025, and again on March 28, 2025 and discussed its recommendations to Council regarding a potential 2025 mural festival.

On April 15, 2025, based on the Arts Committee's recommendation, the City Manager brought three options forward for the City Council to consider:

1. To recommend a mural festival or program that focused on one large building (ideally the Graniterock batch plant on California Avenue) by one well known artist such as Leon Keer, the Dutch artist who previously painted the "Stop Sign Mural" in Sand City; or
2. To recommend a program that would focus on curating and maintaining the existing murals, adding QR codes, clear coating those murals that have not been coated, and developing promotional materials for the existing mural program, such as a map; or
3. To recommend a festival as we have funded in the past with several muralists painting murals on several walls throughout the City.

City Council directed the City Manager to move forward with Option 1 provided Graniterock's participation and agreement. The City Manager has had successful discussions with Graniterock who are eager to move forward with Option 1.

Talking Walls has submitted an updated proposal, attached here as Exhibit A, to focus solely on the chosen Option1, a commissioned mural.

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

RECOMMENDATION:

Staff recommend that the City Council authorize the City Manager to execute a contract with Talking Walls in substantially the same form as that attached to this staff report, subject to approval by the City Attorney.

ATTACHMENTS:

A. Draft professional services agreement
B. Resolution

RESOLUTION ATTACHMENT 1
Resolution SC 26- (2026)

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this 20th day of January, 2026 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Talking Walls Art., hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on the Effective Date of this Agreement and shall end 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 for Commissioned Mural 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 for services performed and reimbursable costs, in accordance with the draft proposed budget 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 eighty thousand dollars ($80,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Prior to starting any work under this contract, CONSULTANT will provide CITY with a detailed budget that sets forth projected costs for all expenses, which budget must be approved by CITY in writing.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices as outlined in Exhibit A.. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.

C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.

D. The parties may amend this Agreement only by a writing signed by all the parties.

E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.

F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY’s remedies shall include, but not be limited to, the following:

   a. Immediately terminate the Agreement

   b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

   c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

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

C. To the extent that CONSULTANT paints any murals themselves, CONSULTANT agrees to execute the Agreement for Public Art attached to this Agreement as **Exhibit C**. Parties agree that the executed version of the attached Agreement for Public Art constitutes part of this Agreement. CONSULTANT agrees that the CITY or Property Owner has the absolute right to remove, relocate, move, replace, transport, repair or restore the work, or decline to do so, in whole or in part, in CITY's or Property Owner's sole discretion. In the event City chooses to repair or restore the work, such repair or restoration must occur in consultation with CONSULTANT,

CONSULTANT agrees to be available for such consultation with reasonable notice. If, after reasonable notice, CONSULTANT is not available then City may repair or restore the work on its own in accordance with this Section. CITY understands that it will not partially alter the work. By way of example, CITY will not add additional elements to the image or remove part of the work only.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above

indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected

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

XVI. NOTICES

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

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

To CONSULTANT:
Talking Walls Art
Attention: Cameron Moberg
273 Arleta Ave
San Francisco, CA 94134

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:

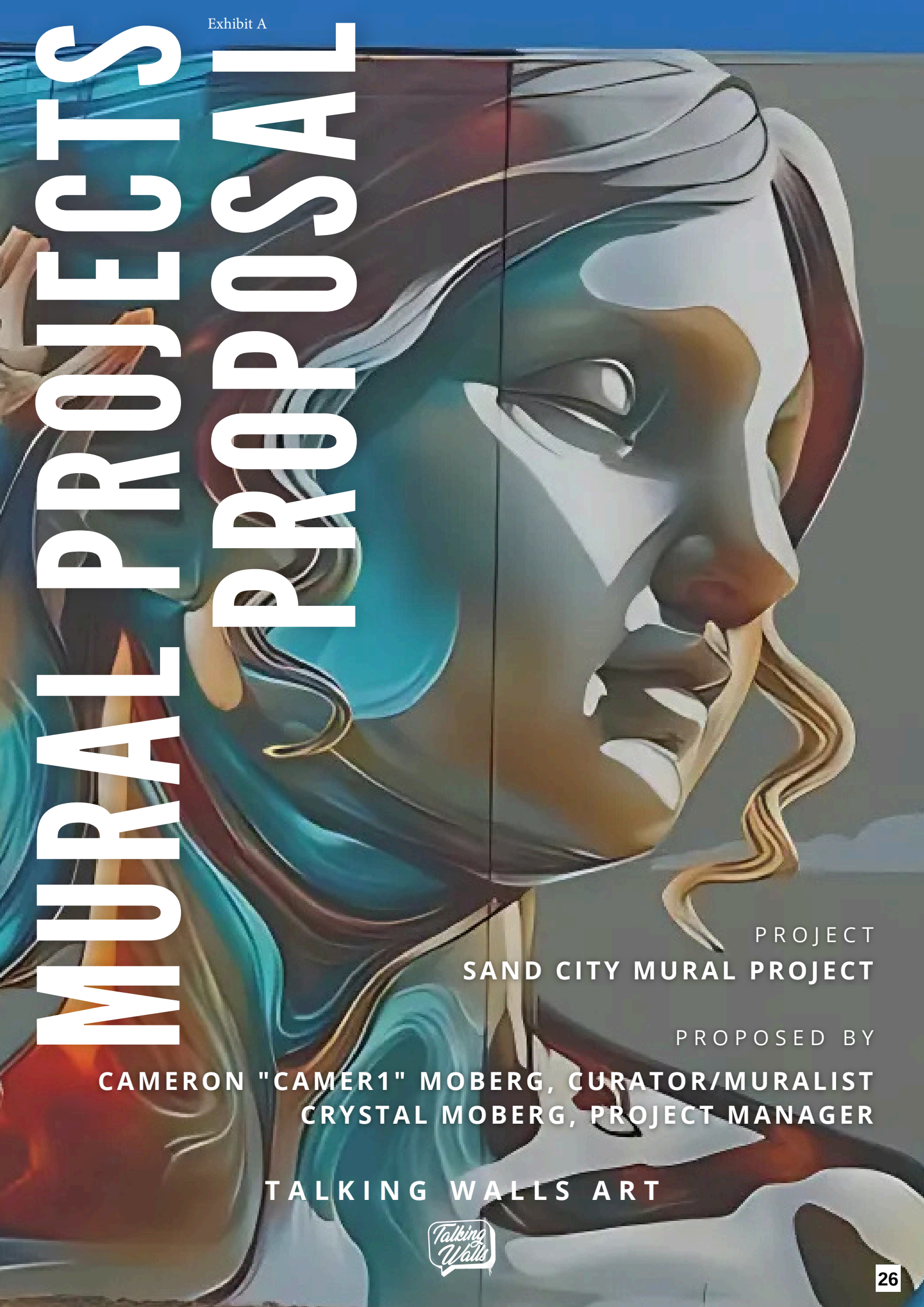
By: _____
Adam Lindgren, City Attorney

Attachments:	Exhibit A	Consultant's Proposal and budget
	Exhibit B	Insurance Requirements
	Exhibit C	Agreement for Public Art

EXHIBIT A

CONSULTANT'S PROPOSAL

MURAL PROJECTS PROPOSAL



PROJECT

SAND CITY MURAL PROJECT

PROPOSED BY

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

TALKING WALLS ART

COMMISSIONED MURAL

The Commissioned Mural option offers a different approach from the Mural Program. Rather than commissioning two artists, this option focuses on securing a mural from the esteemed artist, Leon Keer. To ensure the project's success, we will also consider designs from other artists of similar caliber, to guarantee a striking and high-impact installation.

The budget would cover:

- One (1) commissioned mural to be installed on the tall backside of Granite Rock, as seen from California Ave.
- In addition to obtaining designs by Leon Keer, we'll contract one (1) to two (2) additional artists to present designs as well. Final artist and design to be selected and approved by Committee and/or Council
- Includes 1,000-1,500-square foot limit mural, designed and installed by artist
- Priming included if necessary
- Travel and lodging for artist
- Paint Materials
- Lift rental
- Protective clear coat included (materials and labor).
- Local Artist Battle

NOTE

- Talking Walls will correspond with artists and establish contracts
- Final artists and designs will be selected by the Committee and/or Council
- The City would establish a property owner agreement with Granite Rock
- Pressure washing and/or repairs to the intended wall are not included (we'd rely on the property owner to coordinate such tasks)
- Installation dates, TBD

The Commissioned Mural, $80k

243 Arleta Avenue,
San Francisco, CA 94134

WWW.TALKINGWALLS.ART

COMMISSIONED MURAL PROJECTED BUDGET OVERVIEW

Below is a breakdown of the budget for the mural project based on industry standards. These categories reflect the major components required to successfully deliver the artwork from concept through installation. The projected budget is provided as a planning allocation only, individual category amounts may shift as needed during the project, provided that the total contract sum shall not exceed $80,000 and includes all costs and reimbursable expenses.

1. PROJECT ADMINISTRATION & CURATION + CONTINGENCY

Curation, artist coordination, contracting, communication, and project oversight. The contingency is integrated into our fee for any unforeseen needs.
30% Fee: $24,000

2. ARTIST FEES

Includes artist design development, concept sketches, and the full mural execution fee.
Estimated Range: $34,000–$46,000

3. MATERIALS & EQUIPMENT

All paint, consumables, protective coatings, and required equipment rentals.
Estimated Range: $23,000–$28,000

4. ARTIST TRAVEL & LODGING

Covers required travel, transportation, and lodging for the duration of the project.
Estimated Range: $4,300–$8,100

We are deeply grateful for the opportunity to do what we love while supporting our family and sharing our passion for art with the community. This gratitude drives us to consistently go above and beyond in our work. We look forward to continuing our partnership with the City of Sand City, collaborating to refine how we bring art to the community. We remain committed to listening, adapting, and ensuring that artists have a meaningful voice in the process. Thank for trusting us with your special community!

-Cameron and Crystal,





WWW.TALKINGWALLS.ART

243 Arleta Avenue,
San Francisco, CA 94134

PROPOSED TIMELINE & PAYMENT SCHEDULE

Total Project Budget: $80,000

We propose a three-part payment schedule that aligns with project milestones and key expenses. The initial 50% deposit supports the up-front costs required to initiate the project — including artist negotiations, design honorarium, travel and accommodation bookings, materials procurement, and equipment rentals. The second payment of 25% will occur midway through the project as the mural moves into the production and installation phase. The final 25% payment will be due upon completion and acceptance of the mural, anticipated in spring 2026.

This structure ensures that project cash flow aligns with deliverables while maintaining accountability and transparency at each stage.

Milestone	Percentage	Amount	Estimated Timing	Purpose / Notes
Initial Deposit	50%	$40,000	Nov–Dec 2025	Covers artist negotiations, design honorariums, travel, accommodations, materials, and equipment reservations
Progress Payment	25%	$20,000	Feb 2026	Supports production and site preparation as the project transitions to installation
Final Payment	25%	$20,000	March–April 2026	Issued upon completion and acceptance of the mural

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), as required by the State of California, and Employers' Liability Insurance (with limits of at least $1,000,000).

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

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability

coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance

or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Administrator.

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

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

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

EXHIBIT C
AGREEMENT FOR PUBLIC ART

THIS AGREEMENT is executed this ___ day of MONTH, YEARby and between the City of Sand City, a municipal corporation, (hereinafter "City") and XXXXXXX (hereinafter "Artist").

WHEREAS, the City has selected Artist to design and execute a Mural ("Artwork") to be installed at XXXXXXXXXXX within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope**. Artist hereby agrees to provide to the City of Sand City, as the scope of services under this Agreement, the following services:

a. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

b. Upon issuance of a Notice to Proceed by City, Artist shall commence the final design and execution of the Artwork.

c. Artist must obtain design approval from City Council by presenting one design prior to receiving a Notice to Proceed by City.

d. Artist must obtain approval from the City Council regarding final placement of the Artwork. The location of the Artwork shall be referred to herein as the "Site."

e. If installation does not meet criteria at City Manager's discretion, Artist at their own cost shall continue working until such time as approval is obtained from the City.

f. Artist will notify the City Manager, or designee, immediately with any changes to scope or design of the mural.

2. **Time for Performance.**

a. Artist shall promptly commence the Artwork on XXXXXXX upon receipt of a Notice to Proceed issued by City. No work shall begin prior to issuance of the Notice to Proceed.

b. Installation of artwork must be completed by XXXXXXXX, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.

3. **Compensation.**

a. For services rendered herein, CITY's Mural Curator, Talking Walls, shall pay ARTIST a sum to be mutually agreed upon.

4. **Artist Warranties.**

a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any license and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

b. Originality. Artist warrants that the design of the Artwork as is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork.

c. Public Safety**.** Artist represents and warrants that the Artwork will not pose a danger to the safety of persons or property in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement. Artist agrees to cooperate with City in making or permitting adjustment to the Artwork if necessary, to eliminate hazards that become apparent after the Artwork is accepted by City.

6. **Acceptance of Artwork.** The Artist must notify the City in writing when the Artwork is fully installed and complete. Within one (1) business day after receiving such notice, the City will provide the Artist a verbal response, followed by a written response within one (1) week , informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed (both City notices are collectively the "Letter of Acceptance"); or (ii) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork. Artist will notify City a week in advance of the intnded completion date and request for a Letter of Acceptance.

7. **Maintenance**. Not later than completion of the Artwork, Artist shall supply City with any instructions for proper care of the Artwork. The City recognizes that maintenance of the Artwork on a regular basis according to the maintenance instructions is essential to the integrity of the Artwork. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Artwork will be made.

8. **Artist's Moral Rights; Waiver of VARA and CAPA Rights.**

a. Subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, shall have the absolute right to repair, remove, relocate, dispose of, or destroy (collectively, "REMOVE") the Artwork in City's sole judgment. For example, City may REMOVE the Artwork to eliminate hazards,

to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion. The City has the absolute right to REMOVE the Artwork. Nothing in this Section shall prevent City from making regular improvements to the Site that have the effect of changing or altering Artwork to comply with building codes or other law, however, the City shall make good faith efforts to notify and consult Artist before changing or altering Artwork. In the case City desires to restore or repair the Artwork then the Artist shall reasinably be provided with the opportunity to restore or repair Artwork, and cost will be negotiated separately for such repair and restoration. Nothing in this Section shall prevent the City and Artist from changing or altering the Artwork for any reason upon mutual written consent, or if Artist does not respond to City's reasonable notice. City understands that it will not partially alter the work. By way of example, City will not add additional elements to the image or remove part of the work only.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 *et seq*., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist shall have the opportunity to restore or repair Artwork, and City shall not be charged for such repair or restoration. If Artwork is removed, City shall promptly notify Artist and Artist shall have the right to take physical possession of the Artwork if possible. City shall wait a reasonable amount of time after notifying Artist of removal before disposing of Artwork.

c. To the extent practical, during the ten years following the Final Acceptance of the Artwork, the Artist shall be given the opportunity to consult on repairs or restorations of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed to the charges in writing. If the Artwork is to be repaired or restored and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to repair or restore the Artwork and City may contract with any other qualified art conservator or artist for such repair or restoration.

9. **Copyright.**

a. Except as provided in this Agreement, Artist shall retain all copyrights in the Artwork and Artists Submittals. Artist's copyright shall not extend to predominantly functional aspects of the building or Site that may be incorporated into Artwork or which are in the area of the Artwork, such as the walls and other fixtures and features of the Site, or other similar objects located at the Site. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

b. Artist may, at Artist's option, place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide City with a copy of the application for registration, the registration number and the effective date of registration.

c. City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

10. **Reproduction and Distribution.**

a. Artist agrees that City may use Artists Submittals for the purposes related to the development and consideration of the Artwork Design, including without limitation, obtaining any and all approvals of the Artwork Design and the Artwork. Artist authorizes City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other noncommercial purposes.

b. For purposes of this Agreement, the following are deemed to be reproductions for noncommercial purposes: reproduction of the Site, where the Artwork is incidental; in catalogues, books, slides, photographs, postcards, posters and calendars; in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations; and in electronic newspapers, websites, blogs and other electronic formats for news, review or commentary. Artist shall also allow City to publish reproductions to provide information to the public on the City's public art or to otherwise promote the City's public art program, even if the publication occurs within art publications, on commercial television stations, in other commercial publications or on the internet.

c. On any and all such reproductions, City shall place a copyright notice (if the Artist has the work copyrighted) in the form and manner required to protect the copyrights in the works under the United States copyright law.

d. Public Records Requests. Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the California Public Records Act.

11. **Waiver.** The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

12. Validity. lf any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

13. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

14. Conflict of interest. Artist hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

15. Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God," war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Artist and which cause such party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than the payment of money. If either Artist or City is delayed or prevented from the performance of any act required by this Agreement by reason of acts of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

16. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

17. Laws. Artist agrees that in the performance of this Agreement it will comply with all applicable State, Federal, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

18. Conflict of Terms. If any terms of this Exhibit are inconsistent with the Agreement, the Agreement shall control

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Sand City, California

City:

_____ _____

Vibeke Norgaard, City Manager Date

Artist:

_____ _____ _____

Print name Signature Date

Approved as to form:

_____ _____

Adam U. Lindgren, City Attorney Date

CITY OF SAND CITY
RESOLUTION SC 26-__, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TALKING WALLS FOR MURAL CURATOR SERVICES

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

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

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

WHEREAS, on April 15, 2025, at the direction of the Arts Committee, the City Manager presented three options for the use of the proposed 2025 Mural Festival funds; and

WHEREAS, of the three options provided, the City Council directed the City Manager to attempt to secure Option 1, a commissioned mural on one large building such as the Graniterock batch plant; and

WHEREAS, the discussions with Graniterock have been successful and there are plans to move forward with Option 1 as desired by the City Council.

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

1. The City Manager is authorized to execute a Professional Service Agreement in substantially the same form as shown in Attachment B, subject to review and approval of the City Attorney, with Talking Walls in an amount not to exceed $80,000.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of January 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5C.

Approve a Resolution Amending a Professional Service Agreement with EMC Planning Group to Include Additional Funding from the Second MBARD CAMP Grant (25-13) for Planning and Design of the Sand City Multi-Use Commuter Trail

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Nick McIlroy, Planning Manager
SUBJECT: Approval of Contract Amendment with EMC Planning Group to authorize the second MBARD Clean Air Management Program (CAMP) Grant (No. 25-13) for the Sand City Multi-Use Trail System Planning and Design.
DATE: January 20, 2025

BACKGROUND/DISCUSSION:

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

On March 19, 2024, the City was awarded grant funding (Grant Agreement 24-02) in the amount of $205,000 from Monterey Bay Air Resources District (MBARD) to support preliminary planning efforts, including environmental review, site surveys, and conceptual engineering design for the multi-use bike trail project.

On April 16, 2024, the City Council authorized the City Manager to execute agreements with MBARD and approved a professional service agreement with EMC Planning Group for preliminary planning of the Sand City Multi-use Commuter Trail for a contract amount not to exceed one hundred and ninety-three thousand six hundred and one dollars and twenty-five cents ($193,601.25) of which $127,000 was used to pay the projects technical sub-consultants and the remaining $11,398.75 of the $205,000 was allocated to Sand City staff time.

On February 26, 2025, the City was awarded a second CAMP grant (Grant Agreement 25-13) (Exhibit B) in the amount of $100,000 from MBARD towards the Multi-use Trail and Bike Lane Improvement Project located in census tract 6053014000 for cost of the preliminary (30%) project design and all necessary environmental documentation to ensure compliance with CEQA and NEPA requirements.

City staff propose to amend its existing professional services agreement with EMC Planning Group, which has supported the City through environmental review, preliminary design, and coordination with MBARD, to incorporate the additional $100,000 in grant funding (Grant 25-13) and the remaining $11,398.75 from the original grant. This amendment will increase the total not-to-exceed contract amount to $305,000. The

resolution (Attachment 1) is to approve a contract amendment with EMC Planning Group to carry out the planning efforts as stated in the grant agreement.

FISCAL IMPACT: The amendment is fully funded by the second MBARD CAMP grant (No. 25-13). No City General Fund or other local matching funds are required. In addition, EMC has worked closely with City staff and grant writers to submit an application for additional grant funding to fund implementation of the project. Once plans are completed, the City will continue to seek additional grant funding to complete the project.

RECOMMENDATION:

Staff recommends:

1) APPROVAL of a resolution authorizing the Administrative Services Manager to amend and execute a contract not to exceed $305,000 for professional service with EMC Planning Group, Inc. to prepare and plan for the Sand City Multi-use Trail System; and

2) Authorize the Administrative Services Manager or their designee to take all necessary actions to ensure compliance with the conditions of MBARD Grant Agreement No. 25-13, including submission of required progress and final reports.

ATTACHMENTS:

1. Resolution authorizing the Administrative Services Manager to execute a professional services agreement amendment with EMC Planning Group, Inc.
    - Exhibit A – EMC Planning Group Contract Amendment
    - Exhibit B – Original EMC Planning Group Multi-use Bike Trail Contract
    - Exhibit C – Monterey Bay Air Resources District AB2766 Grant Agreement (25-13)

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP TO INCLUDE ADDITIONAL FUNDING FROM THE SECOND MBARD CAMP GRANT (25-13) FOR PLANNING AND DESIGN OF THE SAND CITY MULTI-USE COMMUTER TRAIL.

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

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

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

WHEREAS, on April 16, 2024, the City Council authorized the City Manager to execute agreements with MBARD and approved a professional service agreement with EMC Planning Group for preliminary planning of the Sand City Multi-use Commuter Trail for a contract amount not to exceed one hundred and ninety-three thousand six hundred and one dollars and twenty-five cents ($193,601.25) of which $127,000 was used to pay the projects technical sub-consultants and the remaining $11,398.75 of the $205,000 was allocated to Sand City staff time; and

WHEREAS, staff will reallocate the $11,398.75 remaining for Sand City staff time to the EMC Multi-Use Bike Trail Contract; and

WHEREAS, on February 26, 2025, the City was awarded a second CAMP grant (Grant Agreement 25-13) (Exhibit B) in the amount of $100,000 from towards the Multi-use Trail and Bike Lane Improvement Project located in census tract 6053014000 for cost of the preliminary (30%) project design and all necessary environmental documentation to ensure compliance with CEQA and NEPA requirement; and

WHEREAS, The City shall amend its contract with EMC Planning Group, who have supported the project through the CEQA process, preliminary design and planning process; and

WHEREAS, the contract with EMC Planning Group shall not exceed three-hundred and five thousand dollars ($305,000); and

WHEREAS, on the basis of the foregoing recitals, EMC Planning Group, Inc. is uniquely qualified to implement the second CAMP Grant, for the Multi-use Trail Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the Planning Manager and the Administrative Services Manager to amend the contract, in substantially the same form as that attached hereto as Exhibit A, subject to the approval of the City Attorney, and in an amount not to exceed **$305,000** with EMC Planning Group, Inc. to provide project management overseeing the preliminary planning efforts for the proposed multi-use trail project.

BE IT FURTHER RESOLVED that the Administrative Services Manager or their designee are authorized to take all necessary actions to ensure compliance with the conditions of MBARD Grant Agreement No. 25-13, including submission of required progress and final reports.

PASSED AND ADOPTED by the City Council of the City of Sand City ___ day of January 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Exhibits

- Exhibit A – Contract Amendment for Professional Services with EMC Planning Group
- Exhibit B – Original EMC Planning Group Multi-use Bike Trail Contract
- Exhibit C – Monterey Bay Air Resources District AB2766 Grant Agreement (25-13)

RESOLUTION EXHIBIT A
Resolution SC 26-__ 2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH EMC PLANNING GROUP, INC. FOR THE MULTI-USE TRAIL SYSTEM PLANNING AND DESIGN PROJECT

WHEREAS, the Parties desire to amend the payment term of the PSA.

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

Section 1 – Payment.

Section VI (Payment) is hereby amended and restated in its entirety as follows:

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 be in excess of Three-Hundred and Five Thousand Dollars ($305,000) 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 Administrative Services Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Administrative Services Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The Administrative Services Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars ($20,000). 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."

Section 2. Effect

This agreement to amend the contract is made on the 20th day of January 2026 (the "Effective Date"), between the CITY and the CONSULTANT. Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the PSA remain unchanged and in full force and effect. In the event there is a conflict between the terms and provisions of this Amendment and the PSA as originally executed, the terms and provisions of this Amendment shall control.

Section 3. General Provisions.

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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

CITY	**CONSULTANT**
City of Sand City	EMC Planning Group, Inc
By: _____	By:_____
Audrey Cray	Michael Groves
Administrative Services Manager	Senior Principle

CITY OF SAND CITY
RESOLUTION SC 24-22, 2024

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City hereby authorizes the City Manager to enter into a contract, in substantially in the same form as that attached hereto as Attachment

1, subject to the approval of the City Attorney, and in an amount not to exceed **$193,601.25** with EMC Planning Group, Inc. to provide project management overseeing the preliminary planning efforts for the proposed project.

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

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

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: April 18, 2024

Kerry Lindstrom, City Clerk

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

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

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

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

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred and ninety-three thousand six hundred and one dollars and twenty-five cents ($193,601.25) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit D. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty thousand dollars ($20,000) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this

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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

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b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

c. Retain a different consultant to complete the work described in a given task order not finished by Consultant

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to

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

XVI. NOTICES

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

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

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

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

DocuSigned by:
Michael Groves
09AC536EC6AB4A0...

By: _____
(Signature)

Michael Groves
(Typed Name)

President/Senior Principal
(Title)

CITY OF SAND CITY

DocuSigned by:
Vibeke Norgaard
0813606412124614...

Vibeke Norgaard, City Manager

ATTEST:

DocuSigned by:
Kerry Lindstrom
B8438404C5754B9...

Kerry Lindstrom, City Clerk

DocuSigned by:
Audrey Cray
E89D5D171C5A458...

Audrey Cray, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam Lindgren
B3C8D52E0B8E7...

By: _____
Adam Lindgren, City Attorney

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Planning for Success

EXHIBIT C
EMC PLANNING GROUP PROPOSAL AND BUDGET

April 16, 2024

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

Re: Multiuse Commuter Trail

Dear Vibeke,

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

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

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Task 1.1 – Project Management/Administration/Consultation

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

Task 1.2 – Project Meetings

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

Task 1.3 – Research and Development

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

Task 1.4 – Traffic Analysis

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

Task 1.5 – Cultural Resources

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

Task 1.6 – Greenhouse Gas Emissions and Air Quality Analysis

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

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Task 1.7 – Biological Resource Analysis

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

Task 1.8 – Draft Initial Study

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

Task 1.9 – Screen Check Initial Study/Mitigated Negative Declaration

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

Task 1.10 – Public Review Initial Study/Mitigated Negative Declaration

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

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

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

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Budget

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

Table 1 – Grant Funding Allocation

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

Sincerely,

Michael Groves
President/ Senior Principal

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Sand City MBARD CAMP Grant IN/MND												
Task	EMC Planning Group Inc.											
Staff	Senior Principal	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Associate Biologist	Desktop Publisher	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	$295.00	$205.00	$175.00	$145.00	$225.00	$170.00	$150.00	$140.00	$125.00	$115.00		
1. Project Management, Administration, Consultation	12.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	61.0	$12,775.00
2. Kick-off Meeting and Site Visit	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	$3,040.00
3. Public Engagement and Noticing	1.0	1.0	8.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	11.0	$2,040.00
3. Research & Development	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	$1,520.00
4. Transportation Analysis (Separate Scope of Work from Harris)	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	$205.00
5. Cultural Resources Analysis	1.0	1.0	0.0	30.0	0.0	0.0	0.0	2.0	0.0	0.0	34.0	$5,130.00
6. Air Quality, Greenhouse Gas Emissions and Energy Analysis	4.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	$6,080.00
7. Biological Resource Analysis	1.0	1.0	0.0	0.0	5.0	32.0	0.0	2.0	0.0	0.0	41.0	$7,345.00
8. Draft IS/MND	2.0	12.0	36.0	0.0	0.0	0.0	2.0	8.0	4.0	2.0	66.0	$11,500.00
9. Screencheck Draft IS/MND and Noticing	0.0	2.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	12.0	$2,060.00
10. Public Review IS/MND and Noticing/Distribution	1.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	17.0	$2,995.00
11. Response to Comment/MMRP/Notice of Determination	1.0	6.0	24.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	34.0	$6,320.00
12. City Council Meetings (Staff Reports, Resolutions, Conditions, and Findin	3.0	3.0	10.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	17.0	$3,390.00
Subtotal (Hours)	23.0	64.0	148.0	31.0	7.0	32.0	2.0	13.0	8.0	5.0	Total Hours	Total Cost
Subtotal (Cost)	$6,785.00	$13,120.00	$25,900.00	$4,495.00	$1,575.00	$5,440.00	$300.00	$1,820.00	$1,000.00	$575.00	390.0	$64,400.00

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

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

Total Costs	$193,601.25

NOTE: This proposal is valid for 90 days

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EXHIBIT D

EMC PLANNING GROUP FEE SCHEDULE

(Effective January 1, 2024)

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

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

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

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

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EXHIBIT E

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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EXHIBIT F

SUBCONSULTANT'S PROPOSALS

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

April 8, 2024

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

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

Dear Mr. Groves:

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

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

Respectfully Submitted,

TL Engineering

L Trujillo

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

Approved by Client

EMC Planning Group

_____
Signature Date

_____
Name

_____
Title

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
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EXHIBIT A
SCOPE OF SERVICES
For
MULTIUSE TRAIL & BIKE LANE PROJECT - PRELIMINARY LIGHTING IMPROVEMENTS
CITIES OF SAND CITY & SEASIDE

ASSUMPTIONS & UNDERSTANDING:

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

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

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

SCOPE OF SERVICES:

TASK 1 PROJECT MANAGEMENT & COORDINATION

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

TASK 2 BASE MAP MANIPULATION

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

TASK 3 PRELIMINARY STREET LIGHTING DESIGN

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

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

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

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

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

REIMBURSABLES

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

ADDITIONAL SERVICES/EXCLUSIONS

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

A. Exclusions

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

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

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

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

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

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TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

RATE AND EXPENSE SCHEDULE

(Effective through December 31, 2024)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Classification	Rate
Principal Engineer	$240
Senior Engineer	$210
Associate Engineer	$190

EXPENSE SCHEDULE

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

All other expenses, including: ..... Actual Cost plus 15%

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

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Polaris Land Surveying, Inc.
Professional Land Surveying Services
P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564
E-mail: Lynn@PolarisLandSurveying.net

April 9, 2024

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

Re: Corridor Site Survey
Sand City Multi-use Path

Dear Mr. Groves:

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

We will provide the following services:

Aerial Survey

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

Aerial Survey Fee $19,000.00

Right-of-Way Survey

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

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

Right-of-Way Survey Fee $12,600.00

April 9, 2024

Re: Corridor Site Survey
Sand City Multi-use Path

Utility Survey

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

Utility Survey Fee	$8,400.00

We will deliver an AutoCAD .dwg file with the aerial survey, boundary and visible utilities.

Total Fee	**$40,000.00**

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

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

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

Sincerely,

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

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Polaris Land Surveying, Inc.
Professional Land Surveying Services
P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564
E-mail: Lynn@PolarisLandSurveying.net

SURVEYING SERVICES AGREEMENT

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

Client: EMC Planning Group	**Surveyor: Lynn A. Kovach, PLS 5321**

Client Address: 601 Abrego Street, Monterey, CA 93940

STANDARD PROJECT CONDITIONS:

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

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

SPECIFIC PROJECT CONDITIONS:

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

ITEMS REQUIRED TO BE PROVIDED BY THE CLIENT:

☒ Right of entry provided hereby for performance of the survey and related activities.
☐ The following information shall be provided by client at no additional cost:
☐ Title Report ☐ Prelim. Title Report ☐ Deeds
☐ Control data ☐ Other _____

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

Polaris Land Surveying, Inc.
by _____
Lynn A. Kovach, President, PLS 5321

_____
Client Name:

April 9, 2024
Date

_____
Date

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Harris & Associates

April 9, 2024

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

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

Dear Mr. Groves:

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

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

PROJECT UNDERSTANDING

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

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

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

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

SCOPE OF SERVICES

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

Phase 1 - Project Management

Task 1.1 Project Management

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

Task 1.2 Meetings & Coordination

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

Assumptions

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

Deliverables

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

Phase 2 – Information Gathering & Evaluation

Task 2.1 Information Gathering & Evaluation

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

Task 2.2 Field Investigation

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

Assumptions

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

Deliverables

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

Phase 3 – 30% Preliminary Plans & Estimate

Task 3.1 30% Preliminary Plans

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

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

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

Task 3.2 30% Estimate

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

Task 3.3 Preliminary Stormwater Control Plan (SWCP)

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

Task 3.4 Internal Quality Review

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

Assumptions

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

Deliverables

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

ASSUMPTIONS AND EXCLUSIONS

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

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

PROJECT SCHEDULE

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

PROPOSED FEES

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

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

Sincerely,
Harris & Associates, Inc.

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

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

Accepted:

Signature: _____
EMC Date

Print Name and Title: _____

Attachments:
A – Limits of Work
B – Fee Estimate

Attachment A
Limits of Work



Source: Monterey County GIS 2023, Google Earth 2023

Figure 1

Proposed Multiuse Trail and Bike Lane Improvements

MST SURF Station

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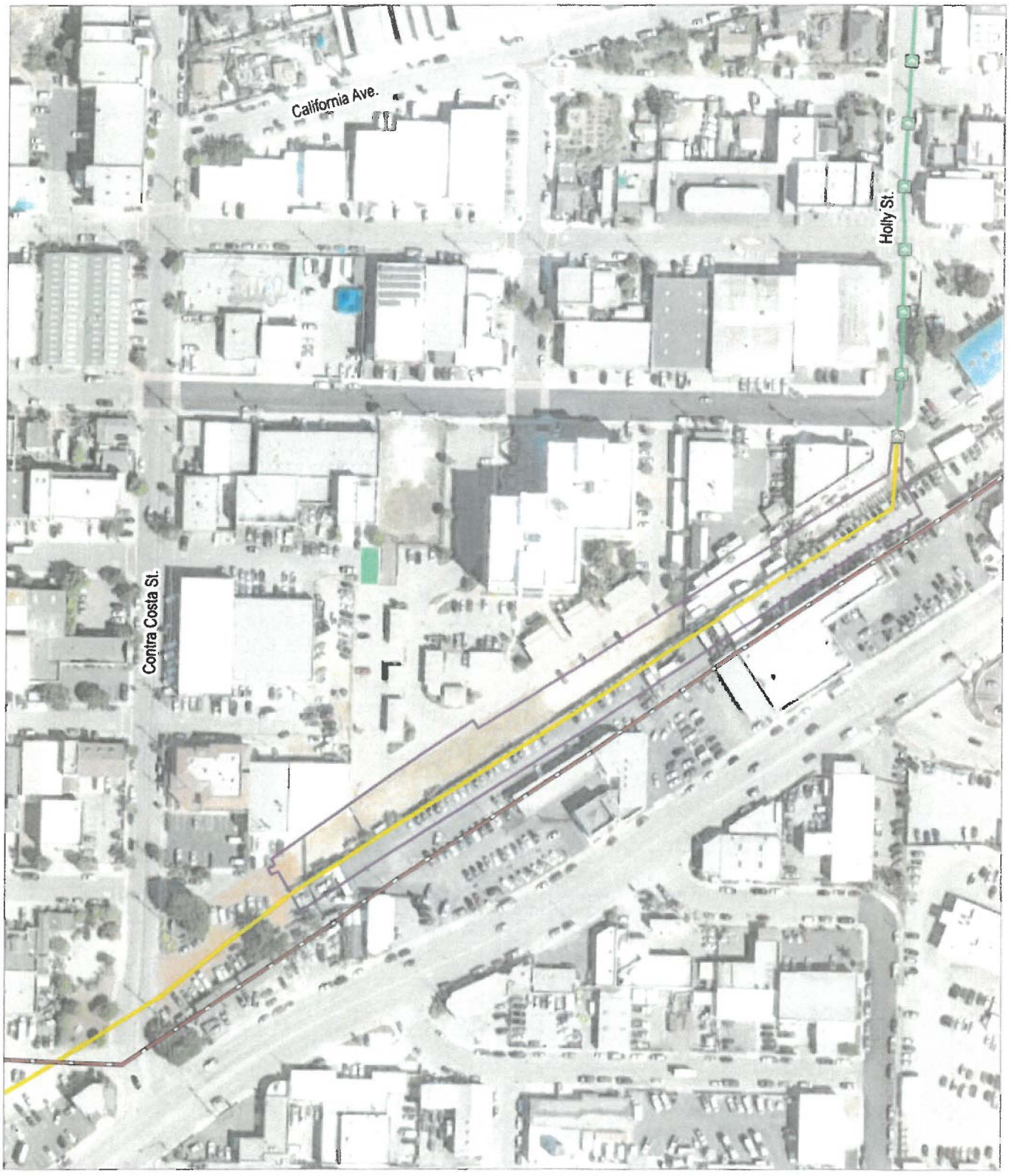


Figure 2

Multiuse Trail Section 1

MST SURF Station

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0 200 feet

City Limit

Potential Parking Locations

Proposed Bike Trail Route

Improved Bike Lanes

Source: Monterey County GIS 2023, Google Earth 2023

Figure 3

Multiuse Trail Section 2

MST SURF Station

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0 250 feet

City Limit

Proposed Bike Trail Route

Connection to Monterey Recreational Trail

Source: Monterey County GIS 2023, Google Earth 2023

Figure 4

Multiuse Trail Section 3

MST SURF Station

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Source: Monterey County GIS 2023, Google Earth 2023

Figure 5

Bike Lane Improvements

MST SURF Station

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Harris & Associates

ATTACHMENT B - FEE ESTIMATE

Multiuse Trail and Bike Lane Improvements Project

Date: 4/9/24

FEE ESTIMATE

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

Notes:

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

Grant Agreement No. *25-13*

TABLE OF CONTENTS

Document	Description and Pages in Document
Grant Agreement	Contract that must be signed by both parties to execute grant (Pages 2-7).
Attachment 1:	**Project Description, Budget, and Schedule –** This Attachment includes the Project Description, Budget, and Schedule.
Attachment 2:	**Special Grant Conditions –** This Attachment lists any special grant conditions applicable to Grantee, based on the grant application submitted by Grantee, grant award conditions and applicable AB 2766 Grant Program requirements.
Attachment 3:	**Conflict of Interest Certification**
Attachment 4:	**Instructions for Completing Grant Agreements and Reimbursement Requests –** This attachment provides detailed instructions for completing and returning this Agreement for execution by MBARD. It also provides instructions for invoicing and a description of how MBARD shall reimburse Grantee for eligible project costs.

This concludes the Table of Contents

Grant Agreement No. 25-13 **February 26, 2025** **Grantee Initials:** VM

Clean Air Management Program
Grant Agreement

Between

Monterey Bay Air Resources District

And

City of Sand City

The Monterey Bay Air Resources District (hereinafter, "MBARD") and ***City of Sand City*** (hereinafter, "Grantee") enter into this Agreement (hereinafter, "Agreement") to implement the Project entitled ***Planning and Design for Multiuse Trail and Bike Lane Improvements*** (hereinafter, "Project") as described herein. The purpose of the Agreement is to reduce emissions of motor vehicles in accordance with Assembly Bill 2766 (California Health and Safety Code §§44220-44244.1) through implementation of the Project by Grantee, funded in part by an AB 2766 grant not to exceed ***$100,000***.

Definitions:

Agreement	This document between Grantee and MBARD, including attachments and amendments, specifying all rights and obligations of the parties. This Agreement is fully executed and effective once signed by Grantee and MBARD.
Project	Engine, equipment, or infrastructure replaced, purchased, and reimbursed under this Agreement; as well as any activity or action(s) associated with Grantee's performance that is funded in accordance with this Agreement.
Term	Begins on the Start Date, includes the Completion Date, and ends on the Expiration Date.
Start Date	Effective date of the Agreement once it has been fully executed.
Completion Date	**Two (2)** years from the Start Date or from the date grant-funded planning and design has been completed, whichever occurs first.
Expiration Date	Project will expire **three (3)** years after completion date or at the end of **two (2)** years from start date if Project has not been completed.
Completion Phase	Period from the Start Date to the Completion Date.
Implementation Phase	Period from the Completion Date to the Expiration Date.

A. General Agreements

1. This Agreement shall be comprised of the Grant Agreement No. ***25-13*** and ***Attachments 1-4***.
2. Grantee may use leveraged funding from outside sources or from other grant programs administered by MBARD where allowed. Grantee shall not use any AB 2766 grant funds that exceed the project cost when combined with leveraged funds. Any AB 2766 funds already awarded that exceed the project cost shall be returned to MBARD.
3. All other secured funds must have been appropriated or awarded to Grantee after adoption of its current annual budget, and all sources must be declared in Attachment 1 of this Agreement.
4. The grant award cannot be increased once the Agreement has been fully executed.
5. Grantee shall not commence with the Project nor incur any reimbursable expenditures until this Agreement has been fully executed.
6. Grant-eligible expenditures must be incurred during the Completion Phase.
7. The Completion Date may be extended only upon written request by Grantee and approval by MBARD's Board of Directors. The Agreement shall then be amended to reflect the new date.
8. If Grantee has an unreimbursed grant award balance after the end of the Term, this Agreement shall terminate without notice and MBARD shall have no obligation to make any further reimbursement to Grantee.

B. Grantee Obligations

Grantee shall:

1. Execute and deliver this Agreement to MBARD by ***March 31, 2025 at 4:00 PM***.
2. Implement the Project in accordance with the description, budget and schedule specified herein.
3. Own, maintain, and operate this Project in accordance with this Agreement for a period of at least **three (3)** years from the Completion Date.
4. Identify and acknowledge MBARD as a source of grant funding in all literature, press releases or media events regarding the Project.
5. At the sole option of MBARD, place, or allow MBARD to place, a logo on a prominent location on the trail. The logo design, style, color, and placement are the exclusive rights of MBARD.
6. Comply with all applicable MBARD, local, state, and federal laws and regulations.
7. Obtain all permits, approvals or clearances required to implement the Project.
8. If applicable, maintain property insurance on the grant-funded Project in an amount sufficient to reimburse MBARD the full grant amount. Grantee must also supply proof of commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury,

Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

9. These insurance policies shall remain in effect for the full Term. Grantee shall submit to MBARD a current certificate of liability insurance showing MBARD has been named as an additional insured, and evidence of property insurance showing that MBARD has been named as a loss payee. No reimbursements of any grant-eligible expenditures shall be made until these documents are provided to MBARD.
10. If for any reason Grantee is awarded proceeds from the insurance policies (described above), Grantee or successor in interest shall reimburse MBARD the full amount due within 30 days of receipt of the proceeds.
11. Notify MBARD within five (5) days of filing a petition(s) for relief under bankruptcy law.
12. Provide MBARD with information regarding all liens or loans affecting the Project.
13. Obtain explicit written consent from MBARD prior to encumbering the Project.
14. Immediately notify MBARD of any schedule delays.
15. Collect and report travel activity and other pertinent data, keep records, and submit supporting expense documentation.
16. Assist MBARD staff in inspecting, monitoring, and reviewing the Project.
17. Submit Quarterly Reports during the Completion Phase.
18. Submit Annual Reports during the Implementation Phase.
19. Request reimbursement for grant-eligible expenditures prior to the Expiration Date.
20. Defend, indemnify, and hold harmless MBARD, its officers and employees from and against any liability or costs of any type, including attorney's fees, arising out of or related to Grantee's performance under this Agreement, except for liability or costs arising out of the sole negligence of MBARD, its officers or employees.
21. Formally submit in writing requests to amend or modify this Agreement, the budget or schedule.
22. Fulfill any other obligations, for which Grantee is responsible, specified in this Agreement.

C. MBARD Obligations

MBARD shall:

1. Reimburse grant-eligible expenditures incurred by Grantee to implement the Project, provided they are documented in a reimbursement request submitted to MBARD.
2. Disburse payment within 30 calendar days of MBARD approval of each reimbursement request.
3. Promptly respond to questions regarding the Agreement's terms and conditions, including but not limited to, eligible expenditures, reimbursement requests and reports.
4. If applicable, file a UCC-1 form with the California Secretary of State in the amount equal to the grant funding. UCC-1 filing shall be a condition precedent to reimbursement. The

UCC-1 lien rights shall remain in effect until Grantee complies with all terms of this Agreement. When Grantee's obligations under this Agreement are fulfilled, MBARD shall file a lien release (UCC-3) with the California Secretary of State within ten (10) working days thereafter. Grantee shall provide written notice of the UCC-1 filing to all financial institutions who would file a lien against the Project as a condition of lending funds.

5. Conduct a Post-Inspection of grant-funded project prior to final reimbursement.
6. Fulfill any other obligations, for which MBARD is responsible, specified in this Agreement.

D. Notices and Correspondence

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

MBARD: Monterey Bay Air Resources District
Attn: Eli Lessman, Air Quality Planner
24580 Silver Cloud Court
Monterey, CA 93940
Tel: (831) 647-9411
Email: elessman@mbard.org

Grantee: City of Sand City
Attn: Vibeke Norgaard, City Manager
1 Pendergrass Way
Sand City, CA 93955
Tel: (831) 394-3054
Email: vibeke@sandcityca.org

E. Assignment and Delegation

This Agreement and all associated benefits, including capital or equipment reimbursed in whole or part by AB 2766 grant funds, and any duties, obligations or liabilities arising therein, may not be assigned, or delegated during the Term without the prior written consent of MBARD.

F. Severability

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

G. Termination

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

H. Entire Agreement

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

I. Acceptance

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

For Grantee:

Vibeke Norgaard

Vibeke Norgaard
City Manager
City of Sand City

Date: Feb 27 2025

For MBARD:

Richard A. Stedman

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

Date: Mar 03 2025

ATTACHMENT 1:
Project Description, Budget, and Schedule

Grantee: ***City of Sand City***
Project: ***Multiuse Trail and Bike Lane Improvements – Planning and Design***

Project Description: This grant awards $100,000 toward the Multiuse Trail and Bike Lane Improvement Project located in census tract 6053014000 for costs of the preliminary (30%) project design and all necessary environmental documentation to ensure compliance with CEQA and NEPA requirements.

In FY 2023-24, Grantee had been awarded MBARD grant agreement 24-02 ($205,000) for necessary planning and design, project oversight, environmental review, engineering, and conceptual design required for the future implementation of the same multiuse trail and bicycling system project. Grantee has also obtained funding through the Association of Monterey Bay Area Governments (AMBAG) Carbon Reduction Program (CRP) to advance the project from 30% conceptual design to 100% design and initiate construction. Grantee is also working closely with a local Naval Support Activity representative in preparation for an application to the Defense Community Infrastructure Program, which would support full project construction and implementation to be achieved by approximately late January 2025.

Project Budget: The project cost for the portion funded by this grant is estimated to be $100,000. The cost of the project will be funded from MBARD's AB 2766 grant.

	Task	Funding Amount
EMC Planning Group	Project Management	$40,000.00
EMC Planning Group	Environmental Review (CEQA/NEPA)	$50,000.00
Harris & Associates	Preliminary Civil Design	$1,000.00
BFS Landscape Architects	Preliminary Landscape Design	$5,000.00
TL Engineering	Traffic Design Recommendations	$4,000.00
Total		**$100,000.00**

Table 1: Estimated Project Costs

Project Schedule: EMC Planning Group will be working with Grantee's contract engineer, Harris & Associates, and its contract surveyor, and Polaris Consulting, to complete the design and land survey documents by the completion date.

This concludes Attachment 1

ATTACHMENT 2:
Special Grant Conditions

Grantee: ***City of Sand City***
Project: ***Multiuse Trail and Bike Lane Improvements - Planning and Design***
The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement and are listed below:

1. **GRANTEE** shall commit to construction of this Multiuse Trail and Bike Lane Improvements Project within the Implementation Phase. Failure to begin construction of the Project within the Implementation Phase, or by the end of an approved extension period, shall require the Grantee to refund all reimbursements made by MBARD to the Grantee.

2. **QUARTERLY REPORTS:** Reports shall be submitted quarterly during the Completion Phase and include at a minimum:
    a. Activities implemented or completed as defined by the Project Schedule.
    b. Any delays in meeting schedules and the recovery plan for any schedule slip.
    c. Any other pertinent information on project status.

3. **FINAL REPORT:** Report shall be submitted after start of construction of the Multiuse Trail and Bike Lane Improvements Project, and prior to any final reimbursement request. It must include at a minimum:
    a. Executive Summary – describe the history and purpose of the Project.
    b. Implementation – summarize activities and data monitored during Implementation Phase.
    c. Evaluation – discuss any problems encountered and the Project's overall achievements.

4. **ANNUAL REPORTS:**
    a. Grantee shall report annual estimated ROG, NOx, and PM emissions using the latest CMAQ emissions factor tables after the Multiuse Trail and Bike Lane Improvements Project has been completed.

5. **REPORTS** shall be submitted via an online reporting form: https://portal.laserfiche.com/x4671/forms/AB2766Report

6. Failure to submit required reports in a timely manner will subject this Agreement to be terminated per Condition G.1.c of this Agreement.

This concludes Attachment 2

ATTACHMENT 3:
Conflict of Interest Certification

Grantee: ***City of Sand City***
Project: ***Multiuse Trail and Bike Lane Improvements – Planning and Design***

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

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

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

List of disclosed conflicts:

Grantee Principal, Director, or Executive	**Basis of Conflict**

For Grantee:

Vibeke Norgaard

Vibeke Norgaard
City Manager
City of Sand City

Date: Feb 27 2025

This concludes Attachment 3

ATTACHMENT 4:
Instructions For Grant Agreements and Reimbursement Requests

A. General Instructions

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

4:00 pm on March 31, 2025

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

B. Instructions for Reimbursement Requests

1. **Include A Cover Letter**

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

2. **Eligible Expenses**

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

3. **Submit Reimbursement Requests**

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

4. **Submit Supporting Documentation**

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

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

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

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

This concludes Attachment 4

xodo sign by apryse

Audit Trail

Document Details

Title	25-13 City of Sand City - Agreement
File Name	25-13 City of Sand City - Agreement.pdf
Document ID	3e52e76d8efd4e0791dd267f0d616a1c
Fingerprint	4d8a6489f3dc700ac06a0433c10de19c
Status	Completed

Document History

Document Created	Document Created by Monterey Bay Air Resources District (mbard@mbard.org) Fingerprint: c1d95e3603c1fdbd3d83187a89421f48	Feb 26 2025 10:45PM UTC
Document Sent	Document Sent to Vibeke Norgaard (vibeke@sandcityca.org)	Feb 26 2025 10:45PM UTC
Document Viewed	Document Viewed by Vibeke Norgaard (vibeke@sandcityca.org) IP: 104.47.58.254	Feb 26 2025 11:02PM UTC
Document Viewed	Document Viewed by Vibeke Norgaard (vibeke@sandcityca.org) IP: 173.11.118.145	Feb 26 2025 11:02PM UTC
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Document Viewed	Document Viewed by Vibeke Norgaard (vibeke@sandcityca.org) IP: 40.94.31.54	Feb 27 2025 12:46AM UTC
Document Signed	Document Signed by Vibeke Norgaard (vibeke@sandcityca.org) IP: 173.11.118.145 	Feb 27 2025 12:47AM UTC

Document Sent	Document Sent to Richard A. Stedman (Rstedman@mbard.org)	Feb 27 2025 12:47AM UTC
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Document Viewed	Document Viewed by Richard A. Stedman (Rstedman@mbard.org) IP: 104.47.58.254	Mar 03 2025 05:41PM UTC
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Document Completed	This document has been completed. Fingerprint: 4d8a6489f3dc700ac06a0433c10de19c	Mar 03 2025 05:42PM UTC

AGENDA ITEM
5D.

Acceptance of City/Successor Agency Financial Report from December 2025

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: December 2025 Financial Report
DATE: January 20, 2026

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

A. City of Sand City Reports

a. Cash Receipt Report, December 2025 (Attachment 1)
   Revenue total - **$962,340**
b. Check Report, December 2025 (Attachment 2)
   Expenditure total - **$414,443**

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

a. Revenue Report, December 2025 (Attachment 3)
   Revenue total - **$690,149**
b. Check Report, December 2025
   Expenditures total - **$0**

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

Date	Source	Amount	Description

There were no transfers in December 2025.

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

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

RECOMMENDATION:

Receive the report.

ATTACHMENTS:

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

City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 12/1/2025 - 12/31/2025

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
UUT	R00001113	12/3/2025 12:00:00 AM	Utility Users Tax	15,681.12
TOT01	R00001114	12/3/2025 12:00:00 AM	TOT Tax	686.62
TOT02	R00001114	12/3/2025 12:00:00 AM	Transient Occupancy Tax Penalties	68.66
REN01	R00001115	12/3/2025 12:00:00 AM	Rental Income	1,699.59
TUT01	R00001116	12/3/2025 12:00:00 AM	Transaction/Use Tax	42.89
TUT01	R00001117	12/3/2025 12:00:00 AM	Transaction/Use Tax	411,510.15
STAX	R00001118	12/3/2025 12:00:00 AM	Sales Tax Received	362,876.91
RMRA	R00001119	12/3/2025 12:00:00 AM	Road Maintenance & Rehab	994.09
REN01	R00001120	12/3/2025 12:00:00 AM	Rental Income	3,000.00
KING	R00001123	12/3/2025 12:00:00 AM	King Ventures	10,000.00
SOU01	R00001124	12/4/2025 12:00:00 AM	South of Tioga Reimbursements	10,901.75
TUP01	R00001125	12/18/2025 12:00:00 AM	Temporary Use Permit	539.00
TOT01	R00001127	12/23/2025 12:00:00 AM	TOT Tax	126.00
TOT01	R00001128	12/23/2025 12:00:00 AM	TOT Tax	714.00
TOT01	R00001129	12/23/2025 12:00:00 AM	TOT Tax	539.50
TOT01	R00001130	12/23/2025 12:00:00 AM	TOT Tax	464.40
TOT01	R00001131	12/23/2025 12:00:00 AM	TOT Tax	883.53
TOT01	R00001132	12/23/2025 12:00:00 AM	TOT Tax	228.00
TOT01	R00001133	12/23/2025 12:00:00 AM	TOT Tax	606.14
TOT01	R00001134	12/23/2025 12:00:00 AM	TOT Tax	895.23
TOT01	R00001135	12/23/2025 12:00:00 AM	TOT Tax	270.00
TOT01	R00001136	12/23/2025 12:00:00 AM	TOT Tax	1,639.08
UUT	R00001137	12/23/2025 12:00:00 AM	Utility Users Tax	0.33
UUT	R00001139	12/23/2025 12:00:00 AM	Utility Users Tax	0.91
UUT	R00001141	12/23/2025 12:00:00 AM	Utility Users Tax	2,097.59
UUT	R00001142	12/23/2025 12:00:00 AM	Utility Users Tax	14.53
UUT	R00001143	12/23/2025 12:00:00 AM	Utility Users Tax	54.31
UUT	R00001146	12/23/2025 12:00:00 AM	Utility Users Tax	175.90
UUT	R00001148	12/23/2025 12:00:00 AM	Utility Users Tax	789.69
UUT	R00001149	12/23/2025 12:00:00 AM	Utility Users Tax	250.30
UUT	R00001150	12/23/2025 12:00:00 AM	Utility Users Tax	47.64
UUT	R00001152	12/23/2025 12:00:00 AM	Utility Users Tax	3,805.32
FTAX	R00001153	12/23/2025 12:00:00 AM	Federal Income Tax Withheld- Reimb	19.08
USB01	R00001154	12/23/2025 12:00:00 AM	US Bank Cal Card Rebate	356.90

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
CSA01	R00001155	12/23/2025 12:00:00 AM	CSA 74 EMS Grant	2,500.00
REN01	R00001156	12/23/2025 12:00:00 AM	Rental Income	3,000.00
COPS	R00001157	12/23/2025 12:00:00 AM	COPS Grant	101,536.61
COPS	R00001158	12/23/2025 12:00:00 AM	COPS Grant	8,333.33
WEL01	R00001159	12/23/2025 12:00:00 AM	New Wells Reimbursement from CalAm	3,043.75
TRA01	R00001160	12/23/2025 12:00:00 AM	Traffic Safety Fund	126.08
TRA01	R00001160	12/23/2025 12:00:00 AM	Traffic Safety Fund	2.94
CRI01	R00001160	12/23/2025 12:00:00 AM	Criminal PC1463/City Fines	154.09
POC01	R00001160	12/23/2025 12:00:00 AM	County/Proof of Corr	3.30
P172	R00001160	12/23/2025 12:00:00 AM	1/2 Tax Police/Prop 172	44.72
REV	R00001160	12/23/2025 12:00:00 AM	County/Rev & Recovery	38.35
BL01	R00001161	12/23/2025 12:00:00 AM	Business License	10,107.50
PAR02	R00001162	12/23/2025 12:00:00 AM	Sand City Parking	100.00
PAR02	R00001163	12/23/2025 12:00:00 AM	Sand City Parking	75.00
2103	R00001165	12/24/2025 12:00:00 AM	Gas Tax 2103	334.97
2105	R00001165	12/24/2025 12:00:00 AM	Gas Tax -2105 31	191.54
2106	R00001165	12/24/2025 12:00:00 AM	Gas Tax 2106 32	484.92
2107	R00001165	12/24/2025 12:00:00 AM	Gax Tax- 2107 33	273.37
POL01	R00001166	12/24/2025 12:00:00 AM	Police Report 4560	10.00
			Total Cash Receipts	**962,339.63**



City of Sand City

Check Report

By Check Number

Date Range: 12/01/2025 - 12/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
HEA01	Carmen Ferguson	12/05/2025	Regular	0.00	400.00	41120
CEL01	Celebrate Balloon Company	12/05/2025	Regular	0.00	497.93	41121
CEB01	Mauricio Cebada	12/05/2025	Regular	0.00	320.00	41122
PLA01	Shannon Casapia	12/05/2025	Regular	0.00	1,712.50	41123
A&R01	A & R Plumbing, Inc	12/11/2025	Regular	0.00	4,800.19	41124
ATO01	A to Z	12/11/2025	Regular	0.00	795.89	41125
ATT03	AT&T	12/11/2025	Regular	0.00	202.53	41126
CAL01	California American Water	12/11/2025	Regular	0.00	1,394.24	41127
CAL15	California Consulting, Inc	12/11/2025	Regular	0.00	4,500.00	41128
CAR23	Cardinale & Wright	12/11/2025	Regular	0.00	1,296.29	41129
CED01	Consolidated Electrical Distributors, Inc	12/11/2025	Regular	0.00	68.41	41130
COM11	Comcast	12/11/2025	Regular	0.00	231.65	41131
COR05	Corodata Records Management	12/11/2025	Regular	0.00	61.45	41132
MON10	County of Monterey- Department of Emergency	12/11/2025	Regular	0.00	15,424.00	41133
EMC02	EMC Planning Group, Inc.	12/11/2025	Regular	0.00	23,982.12	41134
esc02	Event Santa Cruz	12/11/2025	Regular	0.00	364.88	41135
FED01	Federal Express	12/11/2025	Regular	0.00	44.99	41136
GRA12	Graniterock	12/11/2025	Regular	0.00	105.19	41137
GRE01	Green Valley Landscape, Inc.	12/11/2025	Regular	0.00	1,185.00	41138
HAR06	Harris & Associates, Inc	12/11/2025	Regular	0.00	24,411.25	41139
HDL02	HDL Companies, LLC.	12/11/2025	Regular	0.00	2,481.95	41140
LCW01	Liebert Cassidy Whitmore	12/11/2025	Regular	0.00	5,464.50	41141
MEY01	Meyers Nave, Corporation	12/11/2025	Regular	0.00	48,869.36	41142
MOB02	Mobile Modular	12/11/2025	Regular	0.00	610.41	41143
MBT01	Monterey Bay Technologies, Inc.	12/11/2025	Regular	0.00	5,400.00	41144
MCW01	Monterey County Weekly	12/11/2025	Regular	0.00	2,136.50	41145
MOW01	Monterey One Water	12/11/2025	Regular	0.00	415.98	41146
MPC01	Monterey Peninsula Chamber of Commerce	12/11/2025	Regular	0.00	545.00	41147
MON04	Monterey Tire Service, Inc.	12/11/2025	Regular	0.00	64.69	41148
EXP04	MP Express	12/11/2025	Regular	0.00	2,889.47	41149
OLD03	Old Fisherman's Grotto	12/11/2025	Regular	0.00	10,925.00	41150
PET01	Petty Cash	12/11/2025	Regular	0.00	104.35	41151
PRI01	Primo Brands	12/11/2025	Regular	0.00	21.17	41152
REN01	Rental Depot	12/11/2025	Regular	0.00	276.50	41153
SAL01	Salvation Army - Good Samaritan Center	12/11/2025	Regular	0.00	500.00	41154
SNO01	Shannon Norton	12/11/2025	Regular	0.00	43.70	41155
STU02	Sturdy Oil Company	12/11/2025	Regular	0.00	1,556.00	41156
TYL02	Tyler Technologies, Inc.	12/11/2025	Regular	0.00	1,249.00	41157
VES01	Vestis	12/11/2025	Regular	0.00	588.20	41158
VIA01	VIA Heart Project	12/11/2025	Regular	0.00	120.36	41159
WIN02	Winners Awards	12/11/2025	Regular	0.00	139.84	41160
A&R01	A & R Plumbing, Inc	12/19/2025	Regular	0.00	425.00	41161
AMA01	Amazon Capital Services, Inc	12/19/2025	Regular	0.00	1,611.91	41162
ATT04	AT&T	12/19/2025	Regular	0.00	95.37	41163
ATT05	AT&T Mobility	12/19/2025	Regular	0.00	1,061.72	41164
COM11	Comcast	12/19/2025	Regular	0.00	476.51	41165
COR04	Corodata Shredding, Inc	12/19/2025	Regular	0.00	73.57	41166
HDL04	Hinderliter de Llamas & Associates	12/19/2025	Regular	0.00	150.00	41167
HOM01	Home Depot Credit Service	12/19/2025	Regular	0.00	1,265.13	41168
IWO01	IWORQ Systems	12/19/2025	Regular	0.00	6,300.00	41169
BUS05	Jeff Bushnell	12/19/2025	Regular	0.00	269.71	41170
MAT02	Matteson & Beers, LLC	12/19/2025	Regular	0.00	108.00	41171
MEY01	Meyers Nave, Corporation	12/19/2025	Regular	0.00	396.00	41172
MBP03	Monterey Bay Pest Control	12/19/2025	Regular	0.00	130.00	41173

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MRW02	Monterey Regional Waste Management District	12/19/2025	Regular	0.00	498.96	41174
NDM01	Nadja De Maeseneer	12/19/2025	Regular	0.00	850.00	41175
PGE01	Pacific Gas & Electric	12/19/2025	Regular	0.00	4,993.45	41176
PET01	Petty Cash	12/19/2025	Regular	0.00	202.67	41177
PUB01	Public Storage	12/19/2025	Regular	0.00	480.00	41178
STA03	Star Sanitation, LLC	12/19/2025	Regular	0.00	766.40	41179
TYL02	Tyler Technologies, Inc.	12/19/2025	Regular	0.00	1,249.00	41180
USB01	US Bank Corp Payment Systems	12/19/2025	Regular	0.00	11,812.77	41181
VER01	Verizon Wireless	12/19/2025	Regular	0.00	64.26	41182
BAL05	Jerod Balthrop	12/22/2025	Regular	0.00	11,275.00	41183
AFL01	Aflac	12/31/2025	Regular	0.00	527.94	41184
CLE01	California Law Enforcement Association	12/31/2025	Regular	0.00	288.00	41185
CSD01	California State Disburse Unit	12/31/2025	Regular	0.00	269.00	41186
HUM02	Humana Insurance Company	12/31/2025	Regular	0.00	4,864.57	41187
SAN01	Sand City Police Officers & Dept. Employees Ass	12/31/2025	Regular	0.00	1,420.00	41188
SUN02	Sun Life Financial	12/31/2025	Regular	0.00	933.92	41189
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	1,930.45	DFT0000236
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	1,923.60	DFT0000237
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	1,975.72	DFT0000238
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	7,616.11	DFT0000239
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	7,749.05	DFT0000240
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	6,862.60	DFT0000241
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	888.08	DFT0000242
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	3,818.62	DFT0000243
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	15,265.57	DFT0000244
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	7,195.81	DFT0000245
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	2,901.32	DFT0000246
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	10,600.20	DFT0000247
PERSRETIREMENT	CalPERS Retirement	12/31/2025	Bank Draft	0.00	46.00	DFT0000248
PERSHEALTH	CalPERS Health	12/31/2025	Bank Draft	0.00	42,601.11	DFT0000249
CAL16	Calpers 457 Plan	12/31/2025	Bank Draft	0.00	22,674.07	DFT0000250
EDD001	Employment Development Dept	12/31/2025	Bank Draft	0.00	16,813.91	DFT0000251
EFTPS	Electronic Federal Tax Payment System	12/31/2025	Bank Draft	0.00	44,521.38	DFT0000252

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	126	0.00	219,059.35
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	17	0.00	195,383.60
EFT's	0	0.00	0.00
	143	**0.00**	**414,442.95**

City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 12/1/2025 - 12/31/2025

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
ROPS	40-4007-801	12/22/2025	ROPS RPTTF 25-26B Distribution	690,109.00
INT01	40-4410-801	12/31/2025	Bank Interest	2,039.73
			Total Cash Receipts	**692,148.73**

AGENDA ITEM
7A.

Receive a Presentation on the New City of Sand City Website: Kris Arden, EMC

AGENDA ITEM
9A.

Approve a Resolution Authorizing the Purchase of Three (3) City Vehicles and Authorizing the City Manager to Execute all Necessary Documents

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: Approve purchase of three City vehicles
DATE: January 20, 2026

BACKGROUND/DISCUSSION:
The City operates and maintains a fleet of work vehicles for the purpose of inspecting, maintaining and operating City streets, parks, bike trails and facilities. When a vehicle or piece of equipment has reached the end of its predicted life, it is evaluated based on age, condition, miles/hours, maintenance costs and repairs to date.

The following four (4) city vehicles satisfy this replacement criteria:

1. 2006 Ford Expedition (City Hall)
2. 2014 Toyota Camry (City Hall)
3. 2006 Ford F-350 pickup (Public Works)
4. 2014 Toyota Tacoma pickup (Public Works)

Staff recommends replacing these vehicles with three vehicles as set forth below, and as identified in the 2025 – 2026 CIP, and budgeted for in the FY 25-26 budget. Staff obtained quotes for replacement vehicles through the City's Sourcewell contract as follows:

1. 2025 Toyota RAV4 Hybrid SE AWD
    - *This vehicle would replace the City Hall Expedition and Camry*
    - *This purchase satisfies the state required EV goals as it is considered a *PHEV and is considered electric for reaching the 2035 goal for electrification of our fleet. It does not require a charging station.*
    - *Plug-in hybrid vehicles or PHEVs take the hybrid concept a little further. Besides having both a gasoline engine and an electric motor, PHEVs are equipped with larger batteries that can be charged by plugging them into an external power source, such as a standard electrical outlet or a charging station. This allows PHEVs to have a greater electric-only driving range, enabling them to often travel significant distances solely on electric power before the gasoline engine kicks in*.

2. 2026 Chevrolet Silverado 2500HD Double Cab
    - *This vehicle would replace the Public Works' F-350.*
    - *The PWs Chevrolet Pickup is a heavy-duty version for weight/load capacity. There are no EV models available with this same weight carrying capacity.*

3. 2016 Toyota Tacoma 4WD TRD Off Road Dbl. Cab
    - *This would replace the Public Works' Tacoma.*
    - *This truck is currently unavailable in an EV version.*
    - *A similar truck made by Chevrolet in EV is about $30,000 more, and requires a charging station, which the City does not currently have.*

While staff is taking a long-term view and working towards the 2035 state law required EV goals, it is recommending the purchases set forth above even though two of the proposed purchases do not qualify as EV. Staff recommends the purchase because the vehicles are in need of replacement as set forth above, but the cost of charging infrastructure is extremely high at approximately $150,000. The two PWs non-EV vehicles outlined in the staff report will reach their end of service life by 2035, allowing the City to have functional vehicles while working on its EV goals for 2035.

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

FISCAL IMPACT:
On June 3, 2025, City Council approved a five-year Capital Improvement Plan that included $170,000 to replace three City vehicles. The funding for these vehicles is also included in the approved FY 25/26 budget. The total for the purchase of the three vehicles is $144,095, which is approximately $25,900 less than what was budgeted.

RECOMMENDATION:
Staff recommends the City Council authorize the City Manager to execute the purchase of the following vehicles in the amount of **$144,094.56**:

1. 2025 Toyota RAV4 Hybrid SE AWD **($39,910.29)**
2. 2026 Chevrolet Silverado 2500HD Double Cab **($55,636.62)**
3. 2016 Toyota Tacoma 4WD TRD Off Road Dbl. Cab **($48,547.65)**

ATTACHMENTS:
1. Resolution
2. Three vehicle purchase quotes through the City's Sourcewell contract

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE PURCHASE OF THREE (3) CITY VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Sand City operates and maintains a fleet of vehicles necessary for the inspection, maintenance, and operation of City streets, parks, bike trails, and facilities; and

WHEREAS, City vehicles are periodically evaluated for replacement based on age, condition, mileage or hours of use, maintenance history, and repair costs; and

WHEREAS, Four (4) City vehicles, the 2006 Ford Expedition, 2014 Toyota Camry, 2006 Ford F-350 pickup, and 2014 Toyota Tacoma pickup have reached the end of their predicted service life and meet the criteria for replacement; and

WHEREAS, staff recommends replacing these four (4) vehicles with three (3) vehicles to meet operational needs more efficiently, as identified in the City's approved 2025–2026 Capital Improvement Program and funded in the FY 2025–2026 budget; and

WHEREAS, vehicle pricing was obtained through the City's Sourcewell cooperative purchasing contract, ensuring competitive pricing and compliance with procurement requirements.

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

1. Approve the purchase of three City vehicles through the City's Sourcewell contract in a total amount not to exceed $144,094.56, as follows:
   - 2025 Toyota RAV4 Hybrid SE AWD – $39,910.29
   - 2026 Chevrolet Silverado 2500HD Double Cab – $55,636.62
   - 2016 Toyota Tacoma 4WD TRD Off Road Double Cab – $48,547.65; and
2. Authorize the City Manager to execute all agreements, purchase orders, and related documents necessary to complete the purchase of the vehicles,

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of January, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
9B.

Approve a Resolution Accepting a $200,000 Grant from the Monterey Bay Air Resources District and Authorizing the Expenditure of an Additional $501,809.70 for the Purchase of a RAVO R5-ESeries Electric Compact Electric Street Sweeper

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Mark Parker, Public Works Manager
SUBJECT: Approve a Resolution Accepting a $200,000 Grant from the Monterey Bay Air Resources District and Authorizing the Expenditure of an Additional $501,809.70 for the Purchase of a RAVO R5-ESeries Electric Compact Electric Street Sweeper
DATE: January 20, 2026

BACKGROUND/DISCUSSION:

Staff applied for a $200,000 grant from the Monterey Bay Area Resources District (MBARD) to help cover the cost of the purchase of an electric sweeper. In December of 2025, MBARD awarded the grant to the City. This item is a request that the Council accept the funds and approve the appropriation of the remaining funds ($501,810) required to purchase a new electric street sweeper.

The Public Works Department operates a street sweeper weekly to remove leaves, sand and debris from City streets. In doing so this also prevents oils, greases, and other pollutants from washing into the storm drain system and ultimately into the Monterey Bay. Street sweeping is also required by the City's storm water permit. The City's current sweeper was purchased in 2015 and is a parking lot sweeper, it was not designed for street sweeping. The sweeper is gas powered with a diesel engine powering the sweeper body. When sweeping, the noise generated is quite loud, garnering complaints from residents. Due to the continued use the last ten years, the sweeper has required reconstructive and maintenance work to remain operational. The sweeper is nearing the end of its life cycle

Public Works recommends replacing the existing sweeper with a Ravo R5-eSeries Electric Compact. Switching to a generative air vacuum sweeper that relies on suction, rather than mechanical sweeping, to remove the debris. Staff believe this switch will Improve air quality, reduce noise, and aligns with City sustainability goals. In addition, it meets the State requirement for public agencies to have a fully electric fleet by 2035.

The Ravo R5-eSeries Electric Compact Sweeper is a very quiet, compact sweeper that will be excellent in navigating the narrow and crowded streets of Sand City. Both the City of Carmel and the County of Monterey have purchased the identical sweeper.

In addition to the above, the benefits of an electric sweeper include:

- Electric sweepers have significantly lower fuel consumption compared to diesel models. One source concludes that hybrid electric sweepers can reduce fuel consumption by 52% compared to diesel-powered sweepers.
- Electric sweepers have fewer moving parts, filters, hoses, and fluids, resulting in lower maintenance costs compared to diesel engines. Diesel engines typically run twice as long as gasoline engines before needing major service, but electric motors generally have even longer lifespans and require less maintenance.
- Electric sweepers can be programmed for more precise speed control, which is beneficial for consistent low-speed operation typical in street sweeping.

CEQA:

The purchase of compact electric street sweepers for the on-going function of maintaining clean, safe streets is not a project pursuant to the California Environmental Quality Act (CEQA) because it can be seen with certainty based on substantial evidence in the record that the approval constitutes an operational government maintenance activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment (CEQA Guidelines section 15378(b)(4).

FISCAL IMPACT:

The total cost of the Ravo R5-eSeries Electric Compact is $701,809.70(see attached quote).

The City has been awarded a $200,000 Clean Vehicle Program grant from the Monterey Bay Air Resources District (MBARD) for the purchase of the EV Street Sweeper. In addition, Central Coast Community Energy (3CE) offers a $50,000 rebate upon purchase of the sweeper.

On June 3, 2025, City Council approved a five-year Capital Improvement Plan that included $300,000 in FY 28-29 for the purchase of a new street sweeper. The allocated CIP funds, along with an additional $201,801 will be needed for the purchase. In order to utilize the grant funds from MBARD, staff is recommending moving this expense from the fiscal year allocated in the CIP to FY 25-26. Funds from the prior year's General Fund surplus will be used for these expenses. Staff will include these funds as part of the mid-year budget adjustment that will be brought to City Council for approval at a later date.

RECOMMENDATION:

1. Accept the grant in the amount of $200,000 from Monterey Bay Air Resources District towards the purchase of the electric street sweeper.

2. Authorize the expenditure of $701,809.70 to purchase of a new Ravo R5-eSeries Electric Compact Sweeper for the Public Works Department, and the appropriation of funds in the amount of 501,809.70 in FY 25/26. The expenditure will be reflected in the FY 25/26 first budget amendment.

ATTACHMENTS:

1. Resolution
2. Quote from Sourcewell

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY ACCEPTING A $200,000 GRANT FROM THE MONTEREY BAY AIR RESOURCES DISTRICT AND AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL $501,809.70 FOR THE PURCHASE OF A RAVO R5-ESERIES ELECTRIC COMPACT ELECTRIC STREET SWEEPER

WHEREAS, the Public Works Department operates a street sweeper on a weekly basis to remove leaves, sand, and debris from City streets, thereby reducing pollutants such as oils and greases from entering the storm drain system and ultimately the Monterey Bay; and

WHEREAS, the City's current street sweeper was purchased in 2015, is gas-powered, generates significant noise resulting in resident complaints, has required substantial maintenance over the past ten years, and is nearing the end of its useful life; and

WHEREAS, staff applied for a $200,000 Clean Vehicle Program grant from the Monterey Bay Air Resources District (MBARD) to assist with the purchase of an electric street sweeper, and MBARD awarded the grant to the City in December 2025; and

WHEREAS, the Public Works Department recommends replacing the existing sweeper with a Ravo R5-eSeries Electric Compact Sweeper, which utilizes generative air vacuum technology, resulting in improved air quality, reduced noise, and alignment with the City's sustainability goals; and

WHEREAS, the total cost of the Ravo R5-eSeries Electric Compact Sweeper is $701,809.70; and

WHEREAS, on June 3, 2025, the City Council approved a five-year Capital Improvement Plan that included $300,000 in FY 2028–29 for the purchase of a new street sweeper, and staff recommends advancing this purchase to FY 2025–26 to utilize the awarded grant funds; and

WHEREAS, the remaining funds required for the purchase will be funded through previously approved CIP funds and General Fund surplus, to be reflected in the FY 2025–26 first budget amendment and a subsequent mid-year budget adjustment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the purchase of a Ravo R5-eSeries Electric Compact electric street sweeper in the amount of $701,809.70.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

January 7, 2026

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

Tel: 831-394-3054
mparker@sandcityca.org

Attention: Mark Parker, PW Manager

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 093021-FAY for one (1) Ravo R5-eSeries Electric Compact Sweeper for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Sand City, CA	$676,188.56
	Sourcewell Discount	- 33,809.43
	Sub-Total	$642,379.13
	9.25% Estimated Sales Tax	59,420.07
	CA Tire Fee (6 @ $1.75 Each)	10.50
	Total	$701,809.70

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
  Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
  Nancy Steffan – nsteffan@source-mme.com Tel: 916-922-1101 Fax: 916-922-1034
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Ravo products.
- Pricing includes delivery and on-site training.
- Normal delivery 250-300 days A.R.O., depending on component availability during production.
- Limited supply available with delivery in 60-75 days A.R.O. (subject to prior sale)
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler

James Wheeler,
President

Enclosure

MUNICIPAL MAINTENANCE EQUIPMENT



Sourcewell Awarded Contract

FAYAT ENVIRONMENTAL SOLUTIONS

RAVO FAYAT GROUP

FESA 2024 Ravo R5e Sourcewell Price List 03/01/2024 V1

Dealer Name	MME Sacramento	**Sourcewell Discount**	5%
Customer Name	City of Sand City	**Order Number**	
Customer Physical Address	1 Pendergrass Way	**Quotation Date**	1/7/26
City, State, Zipcode	Sand City, CA 93955	**Sourcewell Contract #**	093021-FAY
Contact Person	Mark Parker		
Contact Title	PW Manager		
Contact Email Address	mparker@sandcityca.org		
Contact Phone Number	831-394-3054		
Customer Sourcewell Number	Pending		

QTY	ITEM CODE	DESCRIPTION	Sourcewell List Price Ea	Sourcewell Total List Price
1	1.1	R5e eSeries 25 MPH, meeting NHTSA Road safety standards, including:	$ 653,889.68	$ 653,889.68
		100 kW, 480 Volt + Internal battery charger / Standard tipping container RAVO Connect System / Wide sweeping Gutter brush angle adjustment right hand side / Dual tires Step on brooms / License plate holder 12V Plug inside cabin / Air Conditioning Coated suction line + Suspended swivel wheel / Aluminium cover inside rear door Alloy Fan / Easy liftable grid LED work light package (brushes, cabin, container) / Rearview camera LED beacon light (front and back) / Engine safety stop Suction nozzle camera + second monitor / Heated and electrically adjustable mirrors Central doorlock (doors lockable from inside) / Service manual Cruise control (during sweeping) / PM10 Standard **Air suspended, electrically adjustable & heated driver seat** (New) / **Tinted Windscreen** (New) **Cabin pre-conditioning (heating & cooling) while charging** (New) / Air Deflection Plate RAVO Telematics system including 3 year subscribtion		
	5	**Paint**		
1	5.3	Paint chassis MUST BE GRAY	INCLUDED	INCLUDED
	7	**Brush system**		
1	7.4.1	Third brush / Weedcutter complete (double angle adjustment included)	$ 16,868.67	$ 16,868.67
1	7.4.3	Third brush quick release system	$ 2,605.92	$ 2,605.92
	12	**Ergonomical and safety options**		
1	12.1	Air suspended driver seat with 2 point safety belt	NLA	NLA
	13	**Camera systems**		
1	13.3	Blind spot camera on left hand side of cabin (connected to 1st monitor)	$ 1,205.91	$ 1,205.91
	17	**RAVO Telematics**		
1	17.1	Extra 2 year subscription (total 5 years)	$ 1,618.38	$ 1,618.38

Subtotal :	$ 676,188.56
Sourcewell Discount:	$ (33,809.43)
Ravo R5e Subtotal:	$ 642,379.13

We are pleased to offer this quotation for a Ravo R5e with the options listing above per the terms and conditions of the Sourcewell Contract Number 093021-FAY and the additional terms sheet attached.

Ravo R5e Subtotal:	**$ 642,379.13**
Training:	Included
Dealer Prep:	Included
Freight:	Included
Sourcewell Price:	**$ 642,379.13**
Sales Tax 9.250%	$ 59,420.07
California Tire Fee (6@1.75 ea)	$ 10.50
Total Sourcewell Price:	**$ 701,809.70**

Very Truly Yours,
Adam Horch
0
0
0

For Acceptance:

Signed: _____ _____

Mark Parker — Adam Horch
PW Manager — 0

Date: _____ _____

AGENDA ITEM
9C.

Approve a Resolution Declaring Certain City-Owned Real Property as Exempt Surplus Land Pursuant to Government Code Section 54221(f)(1)(B).

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Nicholas McIlroy, AICP, Planning Manager
SUBJECT: Declaration of City-Owned Property known as the Art Park (APNs 011-196-020, 011-196-023, and 011-196-014-000) as Exempt Surplus Land and surplus to the needs of the City.
DATE: January 20, 2026

BACKGROUND / DISCUSSION

The City of Sand City owns three contiguous parcels located in western Sand City, including two parcels commonly known as the Art Park located at 512 Redwood Avenue (APNs 011-196-020 and 011-196-023) and a parcel located at 501 Ortiz Avenue (APN 011-196-014-000) (collectively, the “Property”). Together, the Property totals less than one-half acre in area.

On July 15, 2025, the City Council directed and authorized the City Manager to take all actions necessary to implement Option #1, Partner with a Developer. Consistent with this direction, the City Manager is authorized to initiate a Request for Qualifications (RFQ) and Request for Proposals (RFP) for a long-term ground lease of the Property, with a single entity for the purpose of selecting a developer to design, finance, construct, and operate a mixed-use project that would include market-rate units and 16 affordable units (8 very low-income and 8 low-income).

Under this approach, the City would retain ownership of the land while allowing a private developer to finance, construct, and operate the project under a long-term ground lease. Staff notes that the action before the City Council does not constitute a disposition of land. Any disposition would occur at a later date when the negotiated lease terms are brought back to the City Council for review and approval.

As part of this effort, the City would retain a separate City-owned parcel (APN 011-196-015-000) to be developed by the City for community benefit or City needs such as parking or community space. This approach allows the City to advance its housing goals while maintaining flexibility for future public use and community-serving amenities.

CONSISTENCY WITH CITY POLICIES

The proposed long-term ground lease of the Property for affordable housing is consistent with the Sand City General Plan, including:

- **Goal 2.12**, which supports efforts to upgrade infrastructure and provide affordable housing opportunities; and
- **Goal 4.2**, which encourages housing opportunities and affordable housing for Sand City's workforce.
- **Housing Element Program 3.G** Artist Live/Work Housing, explore development of the City-owned Art Park in conformance with the Surplus Lands Act.

City staff have reviewed the status of the Property and determined that it is not necessary for direct City use in their current condition and is appropriate for lease to a private entity for affordable housing development consistent with the goals of the General Plan and the programs of the Housing Element.

SURPLUS LAND ACT DETERMINATION

Under the Surplus Land Act, Government Code Section 54221(f)(1)(B), the Property qualifies as **"**exempt surplus land" because:

- The Property is less than one-half acre in size; and
- It is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

Declaring the Property as exempt surplus land allows the City to proceed without the standard Surplus Land Act noticing and disposition requirements. This action supports the City Manager's authority to initiate the RFQ/RFP process and, following developer selection, return to the City Council with a proposed long-term ground lease for approval.

CEQA:
This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378, as it involves organizational and administrative activities that do not result in a direct or reasonably foreseeable physical change in the environment. Any future development proposal resulting from the RFP process would be subject to separate CEQA review.

FISCAL IMPACT:
There is no fiscal impact associated with this action. Declaring the Property as exempt surplus land does not commit the City to expenditures or financial obligations.

RECOMMENDATION:
Adopt Resolution SC 26-___ declaring the City-owned Property as exempt surplus land and surplus to the needs of the City.

ATTACHMENTS:
1. Resolution SC 26-
    a. Exhibit A: Parcel Map

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING CERTAIN CITY-OWNED REAL PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B).

WHEREAS, the Surplus Land Act, codified in California Government Code Section 54220 et seq. defines “surplus land” as land owned in fee by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is “surplus land” and is not necessary for the agency’s use; and

WHEREAS, the City of Sand City owns a group of three contiguous parcels in Western Sand City including two parcels known as the Art Park at 512 Redwood Ave (APNs 011-196-020 and 011-196-023), and a parcel at 501 Ortiz Avenue (APNs 011-196-014-000), (collectively, the "Property") (**Exhibit A**); and

WHEREAS, on July 15, 2025, the City Council directed and authorized the City Manager to take all actions necessary to implement Option #1, Partner with a Developer. Consistent with this direction, the City Manager is authorized to initiate a Request for Qualifications (RFQ) and Request for Proposals (RFP) for a long-term ground lease of the Property, with a single entity for the purpose of selecting a developer to design, finance, construct, and operate a mixed-use project that would include market-rate units and 16 affordable units (8 very low-income and 8 low-income); and

WHEREAS, the City would retain control over a City-owned parcel (APN 011-196-015-000) to be developed by the City for community benefit or City needs such as parking or community space; and

WHEREAS, the lease of the Property to create affordable housing is consistent with the Sand City’s General Plan Goal 2.12 to support the efforts of the Sand City Redevelopment Agency [and the successor agency] to upgrade infrastructure, provide affordable housing opportunities, Goal 4.2 to provide housing opportunities and affordable housing for Sand City's work force and Housing Element Program 3.G Artist Live/Work Housing to explore development of the City-owned Art Park in conformance with the Surplus Land Act; and

WHEREAS, the City Council has determined that the Property is not necessary for the City’s use in their current condition and are proposed to be leased for private development consistent with the City’s General Plan and zoning regulations; and

WHEREAS, surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes may be declared “exempt surplus land” under California Government Code Section 54221(f)(1)(B); and

WHEREAS, the City has determined that the Property, in the aggregate, are less than one-half acre in area and are not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, as exempt surplus land, the Property is not subject to the noticing and disposition requirements of Government Code Sections 54222 through 54234; and

WHEREAS, the City Council finds that this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378, as this action is administrative in nature and does not commit the City to a definite course of action regarding development or disposition of the Property.

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

1. Finds that the foregoing recitals are true, correct, and incorporated herein by reference as the City's findings and determinations in support of the adoption of this Resolution.

2. Pursuant to Government Code Section 54221(f)(1)(B), finds and declares that the Property is exempt surplus land because the Property in aggregate is less than one-half acre in area and are not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate- income housing purposes.

3. The City Manager of the City is authorized to prepare, execute, deliver, and record (or cause to be recorded) as appropriate, any and all documents necessary to obtain a determination from the California Housing and Community Development Department that the Properties are exempt surplus land, subject to prior approval as to form by the City Attorney.

4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of January 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

6372009.1

Exhibit A - Legal Descriptions & Monterey County Assessor's Parcel Map

Parcel 1:

LOT 20 BLOCK 196

APN: 011-196-020-000

Parcel 2:

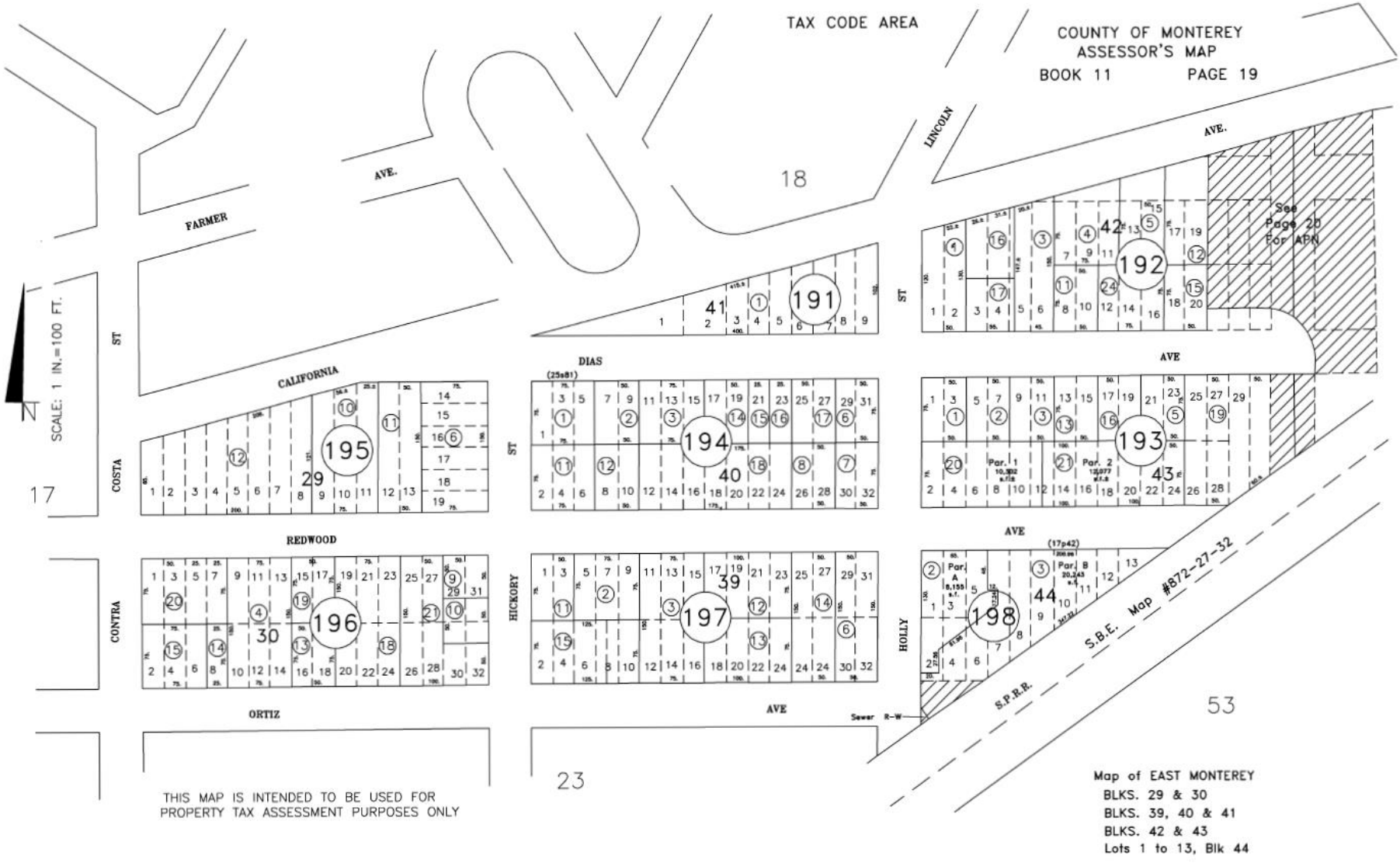
LOT 20 BLOCK 196

APN: 011-196-023-000

Parcel 3:

LOT 20 BLOCK 196

APN: 011-196-014-000



AGENDA ITEM
9D.

Approve a Resolution Authorizing the Execution of a Professional Services Agreement with EMC Planning Group, Inc. for the Preparation of a Comprehensive General Plan Update

City of Sand City
STAFF REPORT

To: Honorable Mayor and City Council
From: Nicholas McIlroy, AICP, Planning Manager; Audrey Cray, Admin Services Manager
Date: January 20, 2026
Subject: Recommendation for Consultant Selection – Sand City General Plan Update (RFP #25-02) and Approve the Draft Professional Service Agreement

Background
The City of Sand City issued a Request for Proposals (RFP #25-02) for the preparation of a Comprehensive General Plan Update and required California Environmental Quality Act (CEQA) document. The CEQA document is typically a Program Environmental Impact Report (EIR); however, given the City's limited growth potential, a Mitigated Negative Declaration (MND) could also be considered. Proposals were received from the following four planning consulting firms: EMC Planning Group, 4Leaf (with WSP), Mintier Harnish, and Precision Civil Engineering (PCE). The evaluation process included a detailed review of written proposals, the scoring of interview responses to ten standardized questions, and consideration of each firm's experience and qualifications relative to Sand City's unique context as a small coastal community transitioning from heavy manufacturing to mixed-use development.

CEQA and Consultant Comparison
Based on the CEQA scope comparisons, EMC Planning Group emerged as the firm best aligned with the City's objectives and the scope described in RFP #25-02 (Exhibit #1). EMC bid for preparing the CEQA document is approximately $300,000 for an EIR with an option to reduce if they prepare an MND instead. 4Leaf bid between $150,000 and $200,000 for an IS/MND and preparing an EIR would require a budget adjustment (cost not included in their proposal). Mintier Harnish bid $170,000 to $210,000 for an IS/MND and note that an EIR option is not included in the base budget and would add significant cost and time.

Precision proposed a low cost of $135,000 for preparation of an EIR, though they did not include an option for an IS/MND.

EMC and Mintier Harnish both brought strong planning, economics, traffic, and CEQA consultant teams. 4Leaf leaned on WSP as CEQA lead with coastal hazard specialists (Integral). PCE assembled a lower-cost team with subconsultants for CEQA, traffic, and outreach, but with less of a track record on full General Plans compared to the others. The following table summarizes the environmental and technical expertise included in each proposal.

Consultant Proposal	EIR or MND	Traffic & Circulation	Noise	Air Quality	Biological	Water	Coastal	Economic & Fiscal
EMC	EIR	Yes	Yes	Yes	Yes	Yes	-	Yes
4Leaf, Inc.	MND	Yes	-	-	-	-	Yes	-
Mintier Harnish	MND	Yes	Yes	Yes	Yes	-	-	Yes
Precision Civil Engineering	EIR	Yes	-	-	-	Yes	-	-

Cost Comparison

Consultant	Baseline Bid	EIR or MND	Contingency	Total
EMC	$772,139	EIR	15%	$908,399
4Leaf, Inc.	$629,450	MND	None	$629,450
Mintier Harnish	$566,715	MND	None	$566,715
Precision Civil Engineering	$283,594	EIR	5%	$298,520

Adjusted bids to standardize all proposals to include an EIR and to remove contingencies:

Consultant	Baseline Bids
EMC	$772,139
4Leaf, Inc.	$759,450 to $779,450 *
Mintier Harnish	$656,715 to $716,715 *
Precision Civil Engineering	$283,594

*These numbers are based on the approximate range if 4Leaf and Mintier Harnish's bids were increased to reflect preparing a Program EIR instead of an IS / MND.

Evaluation Process

Each firm was interviewed and evaluated using a standardized set of ten questions covering experience with General Plans, work in comparable jurisdictions, outreach philosophy, integration of existing Sand City plans, approach to Environmental Justice, the water management requirements, stakeholder engagement, preparation of defensible CEQA documents, schedule and budget flexibility, and the ability to anticipate and address potential project challenges. The interview panel consisted of two external panelists from neighboring agencies as well as the City of Sand City's Planning Manager and Administrative Services Manager. Scores from the four panelists were compiled and averaged. The overall scores placed EMC Planning Group first with an average of 93.5 (grade A), followed by Mintier Harnish with 82.3 (grade B), 4Leaf with 76 (grade C), and Precision with 59 (F).

Consultant	1	2	3	4	Average	Grade
EMC	99	96	84	95	93.5	A
Mintier Harnish	67	89	82	91	82.25	B
4Leaf	76	81	61	86	76	C
Precision	73	66	34	64	59.25	F

Mintier Harnish demonstrated extensive experience in preparing General Plan updates for jurisdictions across California. However, during the interview it

became clear that the firm would need additional time to become familiar with Sand City's existing planning documents, including the Vibrancy Plan, Sustainable Transportation Plan, and Housing Element. In several responses, the team described an approach that assumed City staff would play a larger role in managing the process than is feasible given Sand City's very limited staffing resources. This indicates that their proposal does not fully account for the level of effort the consultant will need to provide, and that the actual workload for the firm is likely greater than what is reflected in their bid.

Staff Recommendation

Staff identified the team most capable of completing the Sand City General Plan Update and CEQA document. EMC Planning Group's submitted bid will provide the best overall value to Sand City. EMC demonstrated the strongest alignment with the RFP requirements and the most thorough responses during the interview process. Key factors supporting this recommendation include:

- EMC's proposal includes Kosmont Companies, who will do an economic analysis as part of their scope, providing critical insights into Sand City's long-term planning and destination retail resiliency.
- EMC is uniquely familiar with Sand City, having prepared the City's Vibrancy Plan, Parking Plan, and the most recent Housing Element. This familiarity ensures continuity and integration of these important documents into the General Plan Update ensuring consistency among the City's adopted planning documents.
- EMC is a local Monterey-based firm with staff readily available to work with the community and City staff throughout the process, providing responsive and accessible project support.
- EMC committed to preparing a Program EIR as the baseline CEQA document, directly aligning with the requirements of RFP #25-02. Staff note that EIR's allow for project tiering. Meaning that for certain projects in the future, they can tier off the General Plan's EIR instead of preparing their own CEQA document.
- EMC received the highest overall interview scores and was the most thorough in addressing each of the panel's questions.

Conclusion

Based on the written proposals and interview performance scores, staff recommend authorizing contract negotiations with EMC Planning Group for the Sand City General Plan Update. When the CEQA documents were equalized, EMC's proposal is in the same range as the third ranked proposal or 7% to 15%

higher than the second ranked proposal. Therefore, EMC's proven track record, local expertise, comprehensive scope, and superior qualifications make them the best value and the most capable partner for the general plan update.

CEQA:

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

FISCAL IMPACT:

The General Plan Update was included in the Five-Year Capital Improvement Plan approved by City Council on June 3, 2025, with an estimated cost of $750,000. $250,000 has been included in the approved FY 2025/26 budget. Future budget adjustments will be subject to City Council approval through the annual and mid-year budget process.

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the attached Resolution authorizing the Administrative Services Manager to execute a professional services agreement with EMC Planning Group, Inc, for the completion of a General Plan Update, in substantially the same form as attached in Attachment 3, pending final review and approval from the City Attorney, in an amount not to exceed $772,239.

ATTACHMENTS:

1. Resolution
2. General Plan RFP
3. Draft Professional Service Agreement

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. FOR THE PREPARATION OF A COMPREHENSIVE GENERAL PLAN UPDATE

WHEREAS, the City of Sand City issued Request for Proposals No. 25-02 for professional consulting services to prepare a Comprehensive General Plan Update and associated California Environmental Quality Act (CEQA) documentation; and

WHEREAS, proposals were received from EMC Planning Group, 4Leaf (with WSP), Mintier Harnish, and Precision Civil Engineering, and were evaluated through a competitive process that included written proposal review, interviews, and scoring based on qualifications and experience; and

WHEREAS, based on this evaluation process, EMC Planning Group, Inc. was determined to be the firm best qualified to perform the required services and to provide the best overall value to the City; and

WHEREAS, the General Plan Update is included in the City's Five-Year Capital Improvement Plan approved on June 3, 2025, with an estimated total project cost of $750,000, and $250,000 has been appropriated in the FY 2025/26 budget for this purpose; and

WHEREAS, execution of a professional services agreement does not constitute a "project" under CEQA pursuant to CEQA Guidelines Section 15378;

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

1. Approve a Professional Services Agreement with EMC Planning Group, Inc. for preparation of the Sand City General Plan Update, in substantially the form attached hereto as Attachment D, subject to final review and approval by the City Attorney; and

2. Authorize the Administrative Services Manager to execute the Professional Services Agreement on behalf of the City, in an amount not to exceed $772,239, subject to the availability of appropriated funds and future City Council budget approvals; and

3. Authorize staff to take all actions necessary to implement this Resolution consistent with its intent.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th, day of January 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY REQUEST FOR PROPOSALS (RFP)RFP-25-02 GENERAL PLAN UPDATE

Release Date:	August 1, 2025
Closing Date:	August 29, 2025, at 5:00 p.m. PST
RFP Number:	#25-02 General Plan Update
Contact Person:	Audrey Cray Administrative Services Manager City of Sand City 1 Pendergrass Way Sand City, CA 93955 831-394-3054 or by email at acray@sandcityca.org

To be considered, three (3) bound copies and one (1) electronic copy of a proposal must be received by 5:00 PM PST, August 29, 2025, in a sealed envelope plainly marked with the proposal title, RFP number, proposer name, and time and date of the proposal opening. Please send proposals to:

Planning Manager
City of Sand City
1 Pendergrass Way
Sand City, Ca 93955

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified physical address by the specified date and time.

I. INTRODUCTION

The City of Sand City ("City") is updating its General Plan and invites qualified consulting firms ("Consultant") to respond to this Request for Proposals (RFP). The effort will include comprehensively updating the City's existing 2002-2017 General Plan and adding new relevant topics such as best planning practices and complying with legislative mandates. The update process will be a collaborative multi-year engagement with stakeholders, community members, interested citizens, decisionmakers, and City staff. Stakeholders may include independent experts, academic institutions, artists, designers, non-profits and experts drawn from the community whose work will add value to the General Plan Update.

The purpose of this RFP is to identify and select a consulting firm with a proven track record of accomplishments in preparing a comprehensive General Plan update and related environmental review in conformance with the California Environmental Quality Act (CEQA) necessary for approval of the General Plan. The Consultant for this project should be multi-disciplinary and shall include expertise in all appropriate areas of the General Plan as outlined in the most recent Office of Planning and Research (OPR) General Plan Guidelines.

The General Plan Update is intended to address land use opportunities that should be explored based on comments received from the community, compatibility, and strategic locations that will promote thoughtful and intentional growth, development, and enhancements. The General Plan update should also address how current and future technology, such as telecommuting, video conferencing, same-day retail delivery, etc., might affect the livability of the community and how infrastructure, parking lots, and community access might be affected. The proposal must include an approach, estimated timeline, costs for all proposed tasks, list all project consultants, and address all the components of the Scope of Work.

II. DESCRIPTION OFTHE CITY

A. The City of Sand City

The City of Sand City is a relatively small city located on the Monterey Peninsula. Of its 2.9 square miles, approximately .5 acres are on land and 2.4 acres are in the bay. The City is bounded by the former site of the Fort Ord Military Base on the north, the City of Seaside on the south and east, and Monterey Bay on the west. Sand City has the distinction of being one of those select cities in the State with coastal frontage, including a coastline approximately 1.5 miles long.

Since its incorporation in May of 1960, Sand City has served the Monterey Peninsula as an active employment center. The nature of the City's employment, however, has historically been unlike that of neighboring communities. Heavy commercial, manufacturing, and resource extraction industries dominated Sand City's early economy and provided a basis for its initial development but is now a regional retail hub.

The dominance of industrial and commercial land uses within the city has also created some unusual

demographic characteristics, as evidenced by the limited size of its residential population. According to the United States Census data for 2022, the resident population of Sand City consisted of 319 persons. The daytime population of employees and shoppers is estimated to exceed 10,000.

B. The Planning Division Staff:

The Planning Division is one of the main departments at the City of Sand City, however it currently does not consist of an FTE but rather handled through external contracts with experienced community development consultants. The City is in the process of recruiting a Planning Manager.

C. City Budget

The City's FY 2025-26 operating expenditure budget for all funds combined is approximately $9.8 million.

III. CURRENT POLICIES AND PROGRAMS

The City of Sand City's 2002-2017 General Plan identifies numerous goals and objectives. The General Plan reflects the City's own vision statement for the future, a plan that helps its residents and businesses document how they want to grow, develop and prosper. The 2002 General Plan imposes new design principles, planting and community greening strategies, traffic management proposals, and a host of other strategies designed to make Sand City a more vibrant, livable and beautiful community. These new concepts continue to be innovative elements to date.

The City's Housing Element, in conformance with State housing mandates, has been updated every eight years. The 2023-2031 Housing Element was certified by the Department of Housing and Community Development (HCD) in July 2024. The 2023-2031 Housing Element provides an assessment of current and future housing needs, and the constraints in and resources for meeting those needs and provides a comprehensive strategy that establishes housing goals, policies, and programs. The Housing Element includes five (5) goals to enable the construction of quality housing, and fifty (50) housing programs designed to address the City's identified housing needs and overcome identified constraints.

During the current 6th Housing Element cycle, Sand City's Regional Housing Needs Assessment (RHNA) allocation is 260 units. In the last Housing Element cycle, Sand City issued six housing permits, which was a fraction of Sand City's RHNA which called for the construction of 55 new housing units. One of the new policy directions being taken by Sand City is the decision to become a "Prohousing" community. This program enables the California Department of Housing and Community Development (HCD) to designate jurisdictions throughout the state as Prohousing when they demonstrate policies and planning that accelerate the production of housing. One of the tasks being sought in this RFP is to promote the construction of affordable housing by evaluating existing policies, land uses, and infrastructure.

Below are key issues identified by the community that the 2002 General Plan aimed to address:

- Revitalization of Sand City's Old Town to create a "live-work" environment with a variety of

carefully planned mix of uses, essentially promoting mixed use development;
- Large scale commercial and service needs of Sand City residents and surrounding communities, and how that might develop over the next 20 years;
- Prioritize the development of parking in the west end district;
- Create new and expand existing residential neighborhoods
- Address Sand City's coastline to create an improved recreational open space and environment for residents and visitors; and
- Develop public access that connect Sand City to the region and develop trails along Sand City's shoreline

The 2002 General Plan includes texts and maps that propose the future character of Sand City through a variety of goals, targets, actions and implementation strategies. These goals, targets and actions remain relevant today. Key among these is the following:

Broad Themes:

- *Economic Diversification*: Sand City is entering the new millennium as a city in transition. Historic elements of the community's economy, including heavy industrial uses and resource extraction industries, have been diminished or been eliminated, paving the way for the establishment of a more diversified economic base and reconsideration of historic land use patterns.

- *Enhanced Community Appearance and Image*: The lack of early design and development standards, together with the historic predominance of more intensive land uses, has had a significant impact on Sand City's appearance. The City is committed to reversing this trend and improving its overall appearance in recent discussion of redevelopment efforts and policy language contained within the Land Use Element.

- *Organized and Well*-Planned *Growth:* One of the key components of the quality of life experienced within a community is the adequacy of the public facilities, services, and amenities that are provided. Through redevelopment activities and the development review process, the City can ensure the existing substandard infrastructure is gradually upgraded, and that the demands generated by new development are considered and adequately accommodated.

- *Elimination of Land Use Conflicts:* Early patterns of development within the City did not fully consider issues of land use transitions, particularly in the Old Town area, are designed gradually to eliminate conflicts and encourage a more appropriate mix of uses.

- *Adding Residential to the land use mix:* Except for some concentrated development in the central portion of the East Dunes area, and the potential to expand that neighborhood, including the two residential parcels in the South of Tioga Project, the implementation of the mixed use zoning, including residential above commercial uses, represent the best opportunities in the City for the development of a residential base.

In 2019, the Sand City Council adopted a Vibrancy Plan with the purpose of providing a vision and implementation tools for City staff and Council in developing a road map for advancement of the City's diversity and unique identity, while promoting the arts community, residents, businesses, and local government to collaborate and establish a connected community. The Vibrancy Plan is seen as both providing detail to the policies of the 2002 General Plan and also forming the cornerstone for the next General Plan update.

IV. AVAILABLE RESOURCES

Document/Source	Location
City of Sand City 2002 General Plan	https://www.sandcity.org/home/showpublisheddocument/3866/638185571722736790
City of Sand City 6th Cycle Housing Element (2023-2031)	https://www.sandcity.org/home/showpublisheddocument/4074/638573085815730000
City of Sand City Zoning Map	https://www.sandcity.org/home/showpublisheddocument/56/637190883636130000
City of Sand City's Vibrancy Plan	https://www.sandcity.org/home/showpublisheddocument/3703/638013369670300000
City of Sand City Zoning Code with recent amendments	https://ecode360.com/SA5005
City of Sand City Parking Plan	https://www.sandcity.org/home/showpublisheddocument/3934/638333339489630000

V. ANTICIPATED SCHEDULE FOR RFP

The following is the anticipated schedule of key dates for the proposal process. The City welcomes input from the applicant regarding this schedule. The City also reserves the right to modify the schedule and will make every effort to provide reasonable notice to proposers in the event of schedule changes.

RFP Issued	August 1, 2025
Deadline to submit written questions	August 15, 2025
Responses to questions issued	August 22, 2025
Proposals due	August 31, 2025 by 5:00 p.m. PST
Interviews	Week of September 15, 2025
Contract approved by City Council	October 21, 2025
Project Kickoff	November 4, 2025
Technical Studies/Issues Analysis	December 3, 2025

Begin Community Outreach/Engagement	December 2025*
Preliminary Reports complete	April 2026
SB 18 and AB 53 consultation complete	April 2026
Provide Administrative draft to City staff and consult with staff	August 2026
Draft to City Council	September 2026
Public release of draft	September 2026
Begin Environmental Review	September 2026
Complete Final Draft General Plan and Environmental report	April/May 2027
Final Draft Public Hearing – CC	June 2027
Resolution adopting general plan and certifying EIR	June 2027

*Community outreach will occur at several stages throughout project.

There will be no pre-bid meeting for this proposal. Any questions regarding this RFP must be sent by 5:00 p.m. on **Friday, August 15, 2025**. Requests for clarification/questions received after this deadline will not be answered. Such requests for clarification should be kept to a minimum due to the short response time for proposals. Clarifications/questions regarding the RFP should be directed in writing via email or letter only to the designated contact person. Only questions that have been resolved in writing will be binding. Telephone communication with City staff is not encouraged but will be permitted. Oral and other interpretations or clarifications will be without legal or contractual effect. Questions and responses will be made available to all potential proposers. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

VI. SCOPE OF SERVICES REQUESTED

A. Scope of Services to be Performed

The City is seeking a qualified firm ("Consultant") that has extensive experience in preparing General Plans, a proven ability to assess a city's current conditions, a demonstrated understanding of the region (the Monterey Peninsula) including an understanding of the City's local coastal plan and how it integrates with the general plan, and knowledge of State and Federal regulations as they apply to the completion of General Plan Updates and CEQA compliance. The precise scope of services in the Professional Services Agreement will be negotiated between the City and Consultant. In addition to the scope of services outlined in this RFP for the Consultant to perform, interested firms can also develop their own specific scope of services for deliverables and schedule based on the information found in this request, and following the most up-to-date industry practices. This includes providing

a proposal for either a comprehensive or focused update, anticipated timelines, and costs associated with both options.

It is anticipated that this update may result in changes to the City's Land Use Map. The Consultant should be knowledgeable and competent in environmental analysis and CEQA compliance documents. The Consultant will also be expected to attend all CEQA and General Plan Update-related meetings, including community meetings or workshops of the City Council in person for some of the Elements, the scope of services may be an update rather than a complete rewrite of an entire element. The General Plan Update would require the preparation of a new Environmental Justice Element pursuant to SB 1000.

B. Project Management shall include:

1. Management and supervision of the consultant team.
2. Coordination, contact, and consultation with responsible agencies and affected organizations, including the distribution of pertinent documentation.
3. Obtaining information and documentation as needed.
4. Coordination with the City's project team; periodic meetings with City staff should be scheduled in order to address staff concerns, apprise staff of procedural requirements, and discuss progress towards completion of the work program.
5. Ensuring compliance with the requirements of State General Plan Law and other pertinent legislation.
6. Project Initiation. The consultant will attend a kickoff meeting with City staff to further define roles and responsibilities, and paths of communication; to review and receive available project information; and to refine the work program.

C. Consistency with State Laws

The City's General Plan must address, but is not limited to the following:

- Climate Change and Greenhouse Gas (GHG) Emissions (AB 32, 2006)
- Local Hazard Mitigation Plan Integration (GHG) Emissions (AB 32, 2006)
- Flood Control (AB 162, 2007; SB 5, 2007; AB 70, 2007; AB 156, 2007)
- Sustainable Communities (SB 375, 2008; SB 575, 2009)
- Complete Streets Act (AB 1358, 2008)
- Fire Hazards (SB 1207, 2010; SB 1241, 2014)
- Expedited Infill Development (SB 226, 2011)
- Transportation Impacts (SB 743, 2013)
- Property and Business Improvement Districts and Infrastructure Financing Districts (SB 1462, 2014)
- Sustainable Groundwater Management Act (AB 1739, 2014)

- Tribal Cultural Resources (AB 52, 2014)
- Climate Change Adaptation (SB 379, 2015)
- 2030 GHG Emissions Target (SB 32, 2016)
- Planning for Healthy Communities Act (SB 1000, 2016)
- Hazard Mitigation Planning and Safety Element (AB 747, 2019; SB 99, 2019)
- Climate Pollution Reduction in Low-Income Homes Initiative (SB 1035, 2018)
- Active Transportation Requirements for Circulation Plans (SB 932, 2022)
- Open Space and Habitat connectivity (SB 1425; AB 1889)

D. Public Engagement

A proposal for public engagement should reflect Sand City's small population. The engagement is likely to be best accomplished through workshops with the City Council.

E. California Environmental Quality Act (CEQA)

The environmental review will generally analyze the broad environmental effects of implementing the changes in the comprehensive or focused General Plan Update. At a minimum, the scope of services will include completion of the CEQA compliance process and required documentation and noticing for the project, pursuant to § 16053 of the State CEQA Guidelines, which includes preparation of all required notices and environmental impact assessments, any necessary consultations with resource agencies, and identification of applicable permits and approvals required, if any, in concert with the preparation of the updated General Plan Elements as required by the most recent OPR General Plan Guidelines.

The Consultant shall be responsible for all CEQA work on the General Plan Update. Any resulting mitigation measures shall be accompanied by a mitigation and monitoring program prepared by the Consultant and/or self-mitigation plan. The Consultant shall prepare a comprehensive Environmental Impact Report (EIR) for the work contemplated in the RFP in accordance with the latest procedural and substantive requirements of CEQA. Timing for the preparation of the comprehensive or focused General Plan Update and the EIR shall be overlapping so that the information collection can be used for both documents. This will ensure the preparation of both documents will be parallel and consistent.

VII. GENERAL PLAN UPDATE

The following describes eight (8) principal components of the General Plan Update:

A. Technical Studies and Preliminary Report Preparation. The City requires preparation of a Preliminary Report.

1. The consultant shall work with City to determine what technical documentation is needed.
2. One (1) hard copy and one (1) electronic copy in Microsoft Word format of the

Preliminary Report shall be provided for staff review.

3. Pertinent technical data should accompany the Preliminary Report submission for City review.

B. Administrative Draft and draft General Plan Update Preparation

The general plan update should build off the existing 2002-2017 City General Plan, the 2019 Vibrancy plan, the 2023 parking plan, the objective design standards, and other plans and projects that have been completed or are in process (e.g., South of Tioga project, the Independent, shopping centers, the multi-use trail, the coastal trail, the art park, the stormwater improvement project, etc.).

The following are Mandatory Elements in the general plan update (Housing element has been completed and will not be included in the General Plan Update (GPU)):

1. Land Use Element
2. Circulation Element
3. Conservation Element
4. Open Space Element
5. Safety Element (including Fire Hazard Planning /Wildland-Urban Interface)
6. Environmental Justice Element
7. Noise Element
8. Air Quality

One (1) hard copy and one (1) electronic copy in Microsoft Word format of the Draft General Plan shall be provided for staff distribution and review.

The consultant shall work with the City to place the draft GPU on the City's website and make it available at City Hall and other required locations. The Consultant shall also submit the draft element to any required state agencies such as the department of Conservation.

C. Environmental Documentation Required. The consultant will produce all environmental documents required for this project by the California Environmental Quality Act (CEQA) and prepare these documents for public review and comment as necessary. The proposal should break down pricing for a variety of potential environmental documents (e.g., MND/EIR), as it unclear whether an EIR will be required. The consultant shall provide one (1) hard copy and one (1) electronic copy in Microsoft Word format of the environmental documents. It shall be the responsibility of the consultant to perform environmental noticing and distribution including providing copies of the Draft document to interested agencies for their review.

D. Attendance at Public Meetings.

1. City Council Presentation & Community Workshop

a. The consultant shall participate in one (1) public hearing before the City Council related to preparation of the Draft General Plan Update , (1) community workshop, and (1) additional community outreach event.

b. The consultant shall participate in one (1) public hearing before the City Council related to approval of the Final General Plan Update and environmental documentation.

c. The consultant shall provide one (10) hard copies and one (1) electronic copy in Microsoft Word format of the Draft Final General Plan Update and environmental documentation for the public hearing before the City Council.

E. Tribal consultation

F. Prepare needed documentation for consultation under as required by SB18 and AB52.

G. Final General Plan Update Preparation.

1. Deliver one (1) hard copy and one (1) electronic copy in Microsoft Word format of the Final General Plan Update to City. The consultant shall provide the City with a .pdf version of the Final General Plan Update for record keeping.

2. Note that the number of requested copies is preliminary and may be adjusted as necessary. Efforts will be made to minimize the use of paper throughout the process. All work products being presented to the public must be provided in both paper and electronic formats. Electronic files must include all graphics and exhibits and be formatted to allow posting on City's website.

VIII. DELIVERABLES

As part of the City's commitment to a paperless organization, all deliverables to be used for internal staff distribution shall be submitted electronically in both Microsoft Word and PDF format in a manner to be determined by the City and Consultant. Paper copies should also be available for City Manager and City Council review. The electronic format should be easily viewed on a desktop or smartphone with no compatibility issues.

The appropriate type of environmental review for a comprehensive or focused update is determined primarily by the policies and programs contained in the General Plan. The decision regarding the appropriate CEQA documentation will be made by the City as Lead Agency.

- Maps and graphics for a kickoff meeting and all community and public hearing meetings

- Existing Conditions Report containing a summary of findings, date, assumptions, and a draft outline of the preliminary General Plan.
- Based on the Existing Conditions Report, and certified Housing Element, identify potential City opportunities for housing and economic development. The report should also contain preliminary policies and land use recommendations and implementation measures.
- Administrative Draft General Plan Update
- Draft General Plan Update
- Final General Plan Update
- Administrative Draft Environmental Document
- Draft Environmental Document
- Final Environmental Document
- Facts and Findings and Statement of Overriding Considerations (if applicable)
- Mitigation Monitoring and Report Program (MMRP)
- GIS shapefiles (.shp)

IX. PROPOSAL TERMS

A. General Information

1. Expenses

   There is no expressed or implied obligation for the City to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request.

2. Federal Non-Debarment, Non-Discrimination, Conflict of Interest
   a. The selected firm must not be on the federal debarred list.
   b. The selected firm must comply with all local, state, and federal laws relating to non-discrimination.
   c. The selected firm must not have any real or apparent conflicts of interest either with the City, City staff or City Councilmembers or with any of its own vendors relating to this proposal.

3. Proposals Submitted
   a. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless an exemption applies.

   b. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submitted proposals are not to be copyrighted.

   c. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City and the firm selected. The Consultant by submitting a response to this RFP waives all right to

protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms regarding this RFP.

d. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

4. Rights of City

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the presentation and submission of proposals or in anticipation of a contract.

The City reserves the right to amend the RFP prior to the final proposal submittal date. Any amendments will be issued to all prospective firms who have registered their intent to respond with the City and will also be posted on the City's website.

The City may, but need not, request additional information or clarifications from a prospective firm. Such request will establish a date by which the firm may submit a

supplement to its proposal. Any supplement received by the date established will be deemed an integral part of the firm's proposal.

The City reserves the right to:

a. Make a selection based on its sole discretion / evaluation of proposals;
b. Reject any or all proposals prior to the execution of the contract(s), with no penalty to the City of Sand C i t y ;
c. Waive non-material irregularities or information in the RFP;
d. Accept or reject any item or combination of items;
e. Modify or cancel the RFP;
f. Remedy technical errors in the RFP process;
g. Accept other than the lowest offer;
h. Waive minor irregularities or technical deficiencies in submitted proposals.
i. Postpone proposal openings for its own convenience.
j. Change the RFP schedule or issue addenda to the RFP at any time.
k. Cancel or reissue the RFP.
l. Retain all proposals for a period of 60 days for examination and comparison.
m. Determine the competence and responsibility, professionally and/or financially, of proposers.
n. Negotiate with more than one firm should negotiations with the selected firm be terminated or to negotiate with more than one firm simultaneously.
o. Void the proposal response and eliminate the firm(s) from further consideration for any material misrepresentations made by the firm(s).

5. Indemnification

Consultant shall indemnify, and hold harmless City, its officers, employees and agents, from and against loss, injury, liability, or damages to the extent caused by any negligent act or

omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify does not extend to the damages or liability caused by City's negligence or willful misconduct.

6. Insurance

Consultant shall provide the following coverages:

(a) Commercial general liability insurance written on an occurrence basis, in the amount of $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit applies separately to the work under this Agreement, or the general aggregate limit shall be twice the required per occurrence limit.

(b) Business automobile liability insurance shall be provided for all owned, non-owned, and hired automobiles, in the amount of $1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for $1,000,000 per accident for bodily injury or disease. Consultant and subcontractors shall cover or insure their employees working on or about the site,

regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(d) Professional liability insurance covering loss resulting from errors or omissions of the Consultant with a liability limit of $1,000,000 per claim and in the aggregate.

(e) Consultant shall comply with all insurance provisions as contained in the Professional Services Agreement.

B. Contract Performance

1. Ability to Perform

The Firm warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

2. Work Delays

Should the Firm be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Firm. In the event that there is insufficient time to grant such

extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3. Inspection
   The Firm shall furnish City with every reasonable opportunity for City to ascertain that the services of the Firm are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Firm of any of its obligations to fulfill its contract requirements.

4. Audit
   The City shall have the option of inspecting and/or auditing all records and other written materials used by Firm in preparing its invoices to City as a condition precedent to any payment to Firm.

5. Copies of Reports and Information
   If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Firm is required to furnish in limited quantities as part of the work or services under these specifications, the Firm shall provide such

   additional copies as requested, and City shall compensate the Firm for the costs of duplicating of such copies at the Firm's direct expense.

6. Attendance at Meetings and Hearings
   As part of the work scope and included in the contract price is attendance by the Firm at up to 8 public hearings before the Planning Commission and City Council as well as at least three (or more) public meetings to collect community input, and present and discuss its findings and recommendations. Firm shall attend as many "working" meetings with staff as necessary in performing work scope tasks.

Following the selection of the successful consultant, contract negotiations will include a review and approval of the contract by the City Attorney, who may ask for specific modifications.

X. BASIS FOR COMPENSATION

A. The City will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the firm that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

   The City will pay the consultant for those services described in Section VI (Scope of Services) the not-to-exceed amount contained within the agreement. For additional services required after

the inception of the agreement, written approval by the City is required in advance of such services being rendered, for which a fee will be paid based on the firm's quoted hourly rates.

B. The firm may submit itemized bills for their services at the end of each calendar month period in which accumulated unbilled charges exceed $1,000.00. The City will promptly review and act upon these bills.

XI. PROPOSAL REQUIREMENTS

Respondents are asked to submit one electronic copy and three (3) copies of their proposals in an 8 ½" x 11" format, in sufficient detail to allow for a thorough evaluation and comparative analysis.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, the proposal must be no longer than 30 pages (not including resumes). The content and sequence of the information contained in each copy of the proposal shall be separated into sections as follows:

PROPOSAL FORMAT AND CONTENTS

A. Cover Letter - Provide an original cover letter signed by an officer authorized to contractually bind your firm. The cover letter should also include: the identification of the firm, including the name, address and telephone number of the firm; proposed working relationship among the firm and any subfirm(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period; the name and contact information for the individual who will serve as project manager; and, a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. Include a brief understanding of the work to be done and commitment to perform the work. Describe why you are best qualified to perform the requested services.

B. Firm Qualifications - Provide a brief overview of the firm(s) profile, including size and organization, function, capabilities, and philosophy, focusing on the specific needs identified in this proposal. The proposal should document the specific communities in which the consultant has done Housing Element updates and drafted ordinances, their qualifications in working with various municipal departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein.

C. Firm Experience - Provide a listing of at least three (3) cities within which work or selected tasks have been performed within the past five (5) years that are of a similar nature to the services requested herein. Name and description of the project shall be provided, and a specific reference person to contact.

D. Project Leadership - Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project leader's qualifications, outline their

primary responsibilities, and provide examples of relevant projects of similar scope and size that demonstrate the Project leader's ability to successfully oversee projects that are completed on time and within the budget.

E. Project Team - Include precise designation of responsible principals and project manager, the designation of an alternate project manager in the event of illness or other occurrence prevents the project manager from overseeing the contract. Provide an organization chart that identifies the key members of the project team, their firm, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned. The City of Sand City reserves the right to accept the proposal team in full or to restructure teams as necessary for the best possible result.

F. Sub-Consultants - List all sub-consultants proposed for this project and include their qualifications and specific responsibilities.

G. Approach and Work Plan – Provide a written narrative describing the consultant team's approach and work plan for completing the scope of work. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, public outreach program, and the timeframe for completion. Include an explanation of any division of work proposed between the consultant and the City.

H. Fees - Provide a fee proposal for the Scope of Work that outlines the number of hours and fee associated with each task (and subtask) and provide a list of hourly rates for all team members. All prices should reflect "not to exceed" amounts per item.

I. Ownership of City-Related Documents - All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become the property of the City when received. The City of Sand City is subject to California law regarding the disclosure of public records. Consultants must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure. All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the City of Sand City.

J. Professional Services Agreement - Upon identification of a preferred provider, the City will request a Professional Service Agreement subject to negotiation of precise work program, terms of payment, and other City requirements of the City Attorney. The proposer to whom award is made shall execute a Professional Service Agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. A copy of the City's standard Professional Service Agreement has been attached to

the RFP for reference.

K. Exceptions/Deviations - State any exceptions to or deviations from the requirements of this

L. RFP, Segregating "technical" exceptions from "contractual" exceptions. Where Proposer(s) wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer(s) will be deemed to have accepted the contract requirements.

M. City's Obligation to Award a Contract - Issuance of this RFP and receipt of proposals does not commit the City of Sand City to award a contract.

PROJECT SCHEDULE/WORK PLAN

The Consultant is to provide a detailed Project Schedule/Work Plan which includes a list of required key tasks, activities, duration and milestones to complete the comprehensive or focused General Plan Update and CEQA documentation. Timeframes should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. The schedule should track the independent timing for each of the major work components and different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. City staff will discuss the Project Schedule/Work Plan with the selected Consultant prior to the execution of a contract for the project.

XII. EVALUATION PROCESS

In reviewing the proposals, a city review team will use the following criteria (not in ranked order):

- Experience and qualifications of the specific individuals who will work on the project, including successful experience drafting General Plans and housing related ordinances, preparing graphically appealing guidebooks, website development, understanding of unique California coastal issues, public outreach and doing environmental reviews as required by CEQA.
- Amount and quality of time key personnel will be involved in their respective portions of the project.
- Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
- Team members' experience and demonstrated ability to work well with community groups, and City staff.
- References (particularly local government references) and relevant work performed for those references.
- Consultant's knowledge of best practices in General Plan preparation.
- Consultant's understanding of the Scope of Services.
- Consultant's detailed work plan to complete services.
- Overall quality of response to RFP - How thoroughly the proposal responds to the issues,

concerns, and evaluation criteria contained in this RFP.

- The specific method and techniques including software to be employed by the consultant on the project.
- Overall project timeframe.
- Demonstrated ability to provide clear and compelling presentations to community members, commission members, and elected officials.
- Demonstrated ability to deliver reports that exhibit excellent writing quality and use of high-quality graphic design that communicate clearly and are engaging and accessible to the general public.
- Demonstrated ability to produce a timely and high quality product within budget.
- Interview presentation.
- Proposed cost estimate.
- Cost-effectiveness as demonstrated by a clear and consistent commitment to cost containment and fair play with respect to the needs of customers.

Those firms ranked highest will be asked to make oral presentations to supplement the proposal. These presentations would be held subsequent to the receipt of the proposals and will be part of the process for determining the qualifications of the proposers. This presentation will provide consultants the opportunity to detail their work plan, experience and approach to ensure thorough and mutual understanding. All expenses incurred by the consultant for participating in the presentations will be the responsibility of the proposer. The oral presentation may result in the rejection of the proposal by the City. The selected teams will be notified the week of **September 2, 2025**, to schedule an interview. Interviews are expected to take place during the week of **September 15, 2025.** After a consultant is selected, the City staff will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter negotiations with another firm. It is anticipated that total screening, interviews, selection process, and contract signatures will be completed by **October 24, 2025**. The project initiation meeting is anticipated to take place on **November 4, 2025**.

ATTACHMENTS:

A. Fee Schedule
B. Hourly Rates
C. References
D. Professional Services Agreement (sample)

ATTACHMENT A:
FEE SCHEDULE

Proposing Firm:

Contact Name:

Scope of Work	FY26	FY27

The City reserves the right to select some, all, or none of the items above as part of the final contract.

Costs
List the costs for all tasks and subtasks described in the plan of work. Include a budget describing total costs and billing rates for staff time and materials. The project will require meetings with City staff and other public hearings. The Consultant will be required to attend at least two Planning Commission meetings, and three City Council meetings for the Housing Element Update and two Planning Commission meetings, and three City Council meetings for the Density Bonus and Inclusionary Housing Ordinances. Estimates for the meetings should be included in the proposal.

CERTIFICATION

I, the undersigned, certify that I am duly authorized to represent the responding firm and am empowered to submit this proposal. In addition, I certify that I am authorized to contract with the City of Sand City on behalf of the firm.

Print Name _____

Signature _____

Title _____

Date _____

ATTACHMENT B:
HOURLY RATES

Proposing Firm:

Contact Name:

Position	FY26 Hourly Rate	FY27 Hourly Rate

Print Name _____

Signature _____

Title _____

Date _____

ATTACHMENT C:

REFERENCES

If available, please provide any samples of context work that has been completed by your firm.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

  Yes ☐ No ☐

- ***If yes, explain the circumstances.***

Executed on_____at_____under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

_____

Signature of Authorized Proposer Representative

RESOLUTION ATTACHMENT 1
Resolution SC 26- (2026)

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

This Agreement made this 20th day of January 2026 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

CONSULTANT shall perform all the Services in a manner consistent with the standards of CONSULTANT'S profession or, if no such professional standard, in a manner consistent with the standards applicable to said CONSULTANT or type of work. All instruments of service of whatsoever nature which CONSULTANT delivers to CITY pursuant to this AGREEMENT, shall be prepared to comply and conform to the standards of CONSULTANT'S type of work. All such instruments of service shall become the sole and exclusive property of CITY upon delivery of the same.

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed seven-hundred and seventy-two thousand, one hundred and thirty-nine dollars ($772,139) 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 Administrative Services Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Administrative Services Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The Administrative Services Manager may approve additional work not to exceed fifteen percent (15%) of the amount of the AGREEMENT, but in no event shall such sum exceed nine-hundred and eight thousand, three hundred and ninety-nine dollars ($908,399) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.

C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.

D. The parties may amend this Agreement only by a writing signed by all the parties.

E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.

F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:

a. Immediately terminate the Agreement

b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

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

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above

indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

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

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The

CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

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

XVI. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Administrative Services Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

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

XVIII. **NOTICES**

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

receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Audrey Cray, Administrative Services Manager

To CONSULTANT:

XIX. ASSIGNMENT

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

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

XX. LICENSES

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

XXI. GOVERNING LAW

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

Superior Court of the State of California in and for the County of Monterey or in the United States District Court for the Central District of California.

XXII. ENTIRE AGREEMENT

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

XXIII. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

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

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

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

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

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

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

XXX. **ATTORNEYS FEES**

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

XXXI. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CONSULTANT

By:_____
(Signature)

_____
(Typed Name)

_____
(Title)

CITY OF SAND CITY

_____
Audrey Cray, Administrative Services Manager

ATTEST:

_____
Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A

CONSULTANT'S PROPOSAL

Planning for Success.

August 29, 2025

Nick McIlroy
Planning Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Sand City General Plan Update (RFP-25-02) Proposal

Dear Nick,

EMC Planning Group is pleased to submit a proposal for the update of Sand City's General Plan. The proposal has been drafted in a manner that reflects recent changes in legislation, and complies with the Office of Land Use and Climate Innovation's (formerly the Office of Planning and Research) guidelines for General Plan updates.

With the exception of the recently adopted Housing Element, the General Plan amendment will include updates to the following elements: Air Quality, Circulation, Conservation, Environmental Justice (optional), Land Use, Noise, Open Space, and Safety. While the Environmental Justice Element is optional, EMC Planning Group and the Office of Land Use and Climate innovation recommend incorporating environmental justice-related policies and actions throughout the General Plan – should City staff decide not to complete a stand-alone Environmental Justice Element.

The recent State legislation that will be integrated into the General Plan amendment includes: AB 98 (expanded truck routes, Circulation Element); AB 1889 (wildlife and habitat connectivity, Conservation Element); and AB 2684 (extreme heat, Safety Element).

Please reach out if you have any questions or concerns. We look forward to hearing from you.

Sincerely,

Michael Groves, AICP, President

Proposal

General Plan Update

City of Sand City

August 29, 2025







Prepared by

EMC Planning Group

PROPOSAL

GENERAL PLAN UPDATE

CITY OF SAND CITY

PREPARED FOR

City of Sand City

Nick McIlroy, Planning Manager

1 Pendergrass Way

Sand City, CA 93955

Tel 831.394.3054

nmcilroy@sandcityca.org

PREPARED BY

EMC Planning Group Inc.

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Monterey, CA 93940

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August 29, 2025

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Attachment G Previous Projects Completed for the City of Sand City

1.0
Introduction and Project Approach

1.1 Project Understanding



Sand City Art Park mural. EMC Planning Group

EMC Planning Group understands that the City of Sand City seeks a consultant to update the City's General Plan, which dates from 2002. The General Plan is a long-range planning document that paints a vision of how the community will grow – reflecting the community's priorities and values while shaping the future. In compliance with Government Code section 65302, the General Plan update will include revisions to the following sections (elements): Air Quality, Circulation, Conservation, Environmental Justice, Housing (adopted), Land Use, Noise, Open Space, and Safety.

EMC Planning Group will work as a partner with the City, and our proposal identifies the tasks that we will complete. EMC Planning Group has proposed a very concise and efficient work plan. We propose the majority of meetings to be conducted via telephone or video conference. The principal focus will be on bringing the General Plan into compliance with State Planning Law and recent legislation, especially in adding environmental justice and air quality policies, along with integrating recent plans that the City has completed into the General Plan update. These plans include: The Vibrancy Plan (2019), The Sustainable Transportation Plan (2021), The West End Parking Plan (2021), Objective Design and Development Standards (2024) and the 6th Cycle Housing Element (2024).

As a note, this General Plan amendment does not include making any changes to the City's Local Coastal Program (LCP). Although the Vibrancy Plan and other Planning documents whose policies and programs will be integrated into the General Plan amendment make reference to the LCP, no efforts to update the LCP will be made at this time.

1.2 Project Approach to Issues in the General Plan

Community Visioning



EMC Planning Group will collaborate closely with the City Council and the broader community through a community visioning process designed to identify Sand City's long-term vision for future growth and development. This process will provide a forum for the community to share priorities, values, and aspirations while ensuring that the General Plan Update reflects local needs and character. As part of this effort, EMC will work with the City to integrate and build upon other adopted and ongoing planning efforts, including the Vibrancy Plan, Sustainable Transportation Plan, and West End Parking Plan. By aligning the General Plan vision with these plans and community input, the community visioning process will ensure a cohesive, comprehensive framework that both honors existing initiatives and establishes clear direction for Sand City's future.

Land Use Opportunities and Strategic Growth Areas



Art Park rendering.
ELS Architecture and Urban Design

EMC Planning Group will collaborate with ELS Urban Architecture and Kosmont Companies to identify areas of opportunity for future growth, with a focus on land use strategies that promote balanced, sustainable development. This includes identifying and evaluating potential areas for residential expansion that align with the City's Housing Element goals to meet current and future housing needs, as well as commercial and mixed-use sites to help direct future investment and economic diversification.

The team will ensure consistency with the City's Vibrancy Plan by supporting land use patterns that preserve and enhance community diversity, protect the City's unique identity and character, and promote a thriving arts and cultural environment for residents, businesses, and visitors. This effort will include evaluating infill opportunities, and integrating mixed-use nodes that support walkability, economic vitality, and social cohesion. The General Plan Land Use Element will also be updated to support the City's goal of achieving Prohousing Designation by incorporating policies that actively facilitate the development of a wide range of housing types through innovative land use and urban design.

With deep expertise in long-range land use planning and policy development, EMC Planning Group will guide the City in establishing a land use framework that accommodates projected growth, aligns with community values, and enhances quality of life for all residents.

Community Compatibility and Enhancement



Light industrial building with mural.
EMC Planning Group

EMC Planning Group and ELS Urban Architecture will work with City staff to ensure that future growth is compatible with existing neighborhoods and contributes to the overall improvement of the built environment. This includes evaluating existing land use patterns, neighborhood character, and community feedback to identify where development or reinvestment can occur with minimal disruption and maximum benefit.

To address potential transportation-related impacts, EMC Planning Group will partner with Hexagon Transportation Consultants to analyze existing traffic patterns and levels of service, assess how proposed land use changes may affect circulation and congestion, and identify improvements to support safe and efficient access throughout the community.

To eliminate land use conflicts, the team will focus on maintaining appropriate transitions between different land uses, preserving neighborhood character, prioritizing parking in the City's West End, and supporting reinvestment in areas where enhancements are needed. The result will be clear, implementable strategies to guide future development in a way that balances growth with the preservation of community identity.

Technology and Future Trends

EMC Planning Group and Kosmont Companies will evaluate how emerging technologies and shifting lifestyle trends—such as increased telecommuting, remote collaboration, and rapid delivery services—are shaping land use demand, infrastructure needs, and mobility patterns. These trends are expected to reduce traditional office space needs, increase residential demand in areas with strong broadband infrastructure, and change how and where goods and services are delivered.

As part of the General Plan Update, EMC Planning Group and the subconsultant team will assess how these changes may affect circulation, parking demand, logistics and delivery infrastructure, and the long-term use of commercial and industrial areas. This includes identifying potential zoning and policy adjustments to reflect reduced demand for centralized employment centers and increased interest in mixed-use, neighborhood-serving development. The General Plan Update will also consider how to accommodate infrastructure needs such as data connectivity and curbside management for delivery and rideshare services. This analysis will ensure the City remains responsive to technological change while maintaining livability, it's dominance as a regional retail center, and efficient land use patterns.

1.3 Project Management Approach

As a local firm, EMC Planning Group has been supporting the Monterey Bay region and its residents with land use planning and environmental consulting services for over 48 years. EMC Planning Group maintains a staff of up to 25 team members who assume a variety of roles and responsibilities, and who carry out a full-range of tasks from planning and highly-technical assessments to administrative tasks. This structure allows EMC Planning Group to maintain flexibility with regard to responding to client requests.

In-House Project Management Team

Projects at EMC Planning Group are assigned a principal-in-charge, a project manager, and assistant project manager. City staff will always have immediate access to informed staff that can answer questions and respond to immediate needs. Accessibility and rapid information exchange and action improves project implementation efficiency and reduces costs.

Project Workflow Planning

Internal staff meetings are held every Monday to discuss project schedules, the workload and issues, and to share insights. These meetings provide the opportunity to discuss the status of individual projects with all staff members assigned to the project, solicit input from other staff on issues with which they may have particular experience and expertise, and to ensure that the status of project deliverables is tracked for timely completion. Individual project meetings are held as necessary and on an impromptu basis to address immediate issues and identify key strategies moving forward.

Project Team Coordination and Management

The project manager communicates regularly with each of the team members to discuss emerging issues, next steps, approaches, and the status of deliverables and the budget. This is an ongoing process. The intent is to ensure there is a constant exchange of information, efficiency, and to maintain a constant focus on work priorities in relation to the priorities of the community. These communications also facilitate early identification of scope and/or budget issues.

Project Coordination with City Staff

Collaboration with City staff is fundamental to successful project outcomes. City staff input, along with the consultant team expertise will be critical for guiding the process to an effective outcome. For this reason, EMC Planning Group will be in consistent communication with City staff for the duration of the project. The EMC Planning Group project manager will be the primary point of contact with City staff.

We have budgeted to conduct a bi-weekly status calls with City staff, and each team member has budgeted to be available for targeted calls on an as-needed basis. We will track meeting participation and limit team member meeting participation only to those that are critical to carrying out their respective scopes of work.

We will utilize Zoom meetings, phone calls, and email as the main forms of communications, with a communications protocol to be established as soon after project initiation as possible. Meeting attendance via Zoom will be prioritized to reduce costs.

Budget Tracking and Management

Our internal EMC Planning Group communications and communications with project team members will serve as a means to stay abreast of budget status conditions and emerging budget issues and needs. Actual budget tracking is conducted using the Ajera budget management software. At any point in time, all EMC Planning Group staff has access to budget tracking information for the project as a whole and components of it for which they are providing inputs. We set up project budgets by tasks, which allows more precision in understanding burn rates and overall status of each task and the project as a whole. Similarly, the budget status of all project team members is tracked over time.

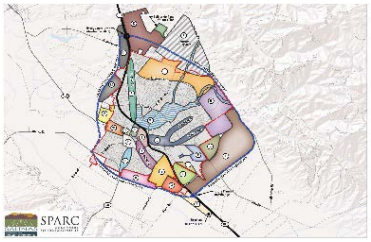
It is the project manager's responsibility to conduct a weekly budget review. This is the primary mechanism by which EMC Planning Group will report budget status and emerging issues with City staff. The Ajera software platform is also used to produce monthly invoices, which show each task, the overall task budget, current invoice amount, amount previously invoiced, and amount/percentage remaining. This will provide City staff with a clear snapshot of budget conditions.

As the project proceeds, it is possible that we may find that the level of effort (and cost) anticipated to complete some tasks or deliverables will not be as high as anticipated. Again, we are assuming that the budget is a maximum. If the opportunity arises to reduce costs because our level of effort does not reach the maximum assumed (e.g., number of meetings required is lower than assumed), this opportunity will be discussed with City staff. Conversely, if a budget or potential out-of-scope issue arises due to circumstances not within the control of our team, or due to in-process circumstances that could not have been foreseen, it will be reported to City staff as early as possible so that options for addressing it can be discussed and implemented.

EMC Planning Group recommends that the City include a budget contingency fund that can be used at City staff's discretion to augment the budget as may be needed. This generally improves workflow efficiency and reduces administrative costs.

2.0
Qualifications and Experience

2.1 EMC Planning Group Qualifications



EMC Planning Group is a full-service interdisciplinary land use and environmental planning firm that has been in business since 1978. The firm began providing these services to Sand City in 1979. EMC Planning Group has a broad range of experience in land use and community planning, development and entitlement services, and environmental compliance. The firm translates this experience into concrete, focused results in a timely and cost-effective manner to its extensive list of public and private sector clients in communities of varying scale throughout California. EMC Planning Group is a State of California certified small business, and a locally-certified green business.

The firm's success and longevity are due in large part to the diversity, talent, and creativity of its team members. Our land use planners, environmental planners, housing specialists, biologists, and archaeologists are skilled professionals with the ability to deliver practical solutions to land use planning, development design, environmental review, and regulatory compliance challenges.

EMC Planning Group has completed a number of projects within Monterey County, and, in particular, in the City of Sand City. EMC Planning Group helped the City reach the following milestones: achieve State certification of the 6th Cycle Housing Element, create the West End Vibrancy Plan, update the West End Parking Plan, and successfully applied for a Coastal Trail grant, and an MBARD Trail grant, among other grant applications.

EMC Planning Group is currently or has assisted the City with the following tasks: daily planning services, outreach to the community, permit processing assistance with the Cannabis Ordinance, implementation of the façade improvement program, staffing the Design Review Board, attending City Council closed sessions and meetings, assistance with the West End Stormwater Improvement Project, REAP grant funding, and a new website with an economic development page, a multi-use trail, a coastal trail, facilitating coastal improvements, and other long-range planning initiatives.

The services that EMC Planning Group provides include the following: Plan-Making; Land use Planning; Advanced/General Planning; Housing Element Technical Assistance; CEQA and NEPA Compliance Services; Contract Procedural Planning; Project Entitlement Management; Biological Resources Management; Air Quality Analysis; Greenhouse Gas Analysis; Archaeology; and Spanish translation services.

2.2 Project Team

EMC Planning Group

Table 2-1, EMC Planning Group Key Staff Members, presents the key staff members who would be assigned to the project, their responsibilities under this proposed scope of services, and a summary of their experience. EMC Planning Group staff resumes are included in Attachment A.

Table 2-1 EMC Planning Group Key Staff Members

Key Personnel	Project Role	Experience
Michael Groves, AICP Principal-in-Charge	General oversight and quality control for the General Plan update	Founded EMC Planning Group in 1978. He has provided project management for over 750 planning projects, within more than 150 California cities, counties, and special districts, and is involved in project management and coordination of a full range of planning projects completed by the firm.
Brian Foucht, AICP Principal Planner Project Manager	Project Manager for the General Plan Update and be involved in drafting updates for the Land Use, Circulation, Environmental Justice, and Safety Elements	45 years of experience in land use planning, planning program initiation, management and implementation, community planning, environmental compliance.
Anastazia Aziz, AICP Principal Assistant Project Manager	Assistant Project Manager/Oversee Draft updates for Land Use and other Elements	Over 20 years of public agency experience including over 10 years of housing policy.
Esme Wahl Associate Planner	Draft updates for the Open Space Element	Over 4 years of experience in the land use planning and environmental field. She previously served as a Coastal Analyst for the California Coastal Commission, where she reviewed coastal development permits and Local Coastal Program (LCP) amendments, addressing issues related to coastal hazards, public access, biological resources, and housing.
Janet Walther, MS Principal Biologist	Draft updates for the Conservation Element and oversee preparation of the biological section of the EIR	Over 20 years of experience in drafting environmental documents in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She produces a variety of graphics for use in environmental and natural resources documents.
Kylie Pope, MSP Associate Planner	Working with the Project Manager to draft updates for the Land Use, Circulation, Environmental Justice, and Safety Elements	Over 3 years of experience updating housing elements and corresponding CEQA, and assisting public agencies with planning and community development services.
Teri Wissler Adam Senior Principal	Oversight for CEQA documentation and overall General Plan Update	33 years assisting public agencies with CEQA and NEPA compliance.

Key Personnel	Project Role	Experience
Ron Sissem, MRP Senior Principal	Oversee Draft updates for the Air Quality Element	Over 30 years of experience (both internationally and domestically) writing environmental impact reports and managing large land planning and environmental review projects. He assists public agencies with (CEQA) compliance for diverse, complex projects; manages preparation of specific plans and general plans; and manages planning and entitlement processes for private clients.
Rose Ashbach, MS Associate Biologist	Prepare biological sections of the EIR	Over 15 years of experience in the field of Biology. She previously worked planning, permitting, and implementing large scale restoration projects throughout California with an emphasis in the Monterey Bay region.
Shoshana Lutz Senior Planner	Prepare sections of the EIR	6 years of experience in the field of land use planning and CEQA compliance.
Vanessa Potter, MA, RPA Registered Professional Archaeologist	Preparation of the cultural and tribal cultural resources sections of the EIR and contribute to the Conservation Element	Over 20 years of experience in the in-field archaeology, site protection, ethnography, osteology, artifact analysis, and data recovery curation. Previous work experience includes founding her own ethnography company.

Subconsultants

ELS Architecture and Urban Design

ELS Architecture and Urban Design ("ELS") will conduct visioning studies for Sand City's two major commercial centers (the Sand Dollar Shopping Center and the Edgewater Shopping Center), including site analysis, stakeholder engagement, and preparation of long-term mixed-use master plan concepts; they will produce 2D draft concepts, 3D massing models, and final 3D renderings to illustrate potential redevelopment scenarios that integrate retail, community uses, mobility, and public space improvements. David Masenten, AIA, LEED BD+C will serve as Principal-in-Charge and Project Manager and will oversee all ELS work.

ELS' proposal is included in Attachment B.

Kosmont Companies

Kosmont Companies ("Kosmont") will assist EMC Planning Group in preparing the Sand City General Plan update. In an advisory role, Kosmont will provide guidance on market assessment, economic development, retail attraction, and public financing strategies, drawing on its subject-matter expertise and recent experience working in the Central Coast.

Kosmont will analyze strategies and tools to activate the West End, attract additional food-service and arts/entertainment uses, and address the impacts of online shopping on the long-term viability of the City's shopping centers – identifying approaches to keep these centers competitive and

vibrant. The work will culminate in implementable actions following General Plan adoption. Potential actions include assessing and establishing a financing district to fund public benefits (e.g., additional parking and streetscape improvements) and developing business-attraction strategies focused on food, beverage, and experiential retailers.

Kosmont's proposal is included in Attachment C.

Hexagon Transportation Consultants

Hexagon Transportation Consultants ("Hexagon") will prepare a transportation analysis, including documenting existing roadway characteristics, conducting intersection level of service (LOS) analysis, forecasting cumulative traffic conditions, evaluating vehicle miles traveled (VMT) under SB 743, reviewing CEQA transportation checklist items, providing a qualitative assessment of emerging technologies, preparing draft and final memoranda of findings, and responding to transportation-related public comments. Robert Del Rio, T.E. will serve as Principal-in-Charge and Project Manager and will oversee all Hexagon work. Ollie Zhou, T.E., Principal and Luis Descanzo, Associate will prepare analyses and reports.

Hexagon's proposal is included in Attachment D.

WJV Acoustics

WJV Acoustics, Inc. ("WJVA") will prepare a comprehensive noise study to support the Sand City General Plan Update and EIR, including existing and future noise assessments, field monitoring of ambient noise, review and update of General Plan noise policies, preparation of a Noise Element report, and assistance with CEQA documentation and responses to noise-related public comments. Mr. Van Groningen is the founding consultant of WJVA and will serve as Principal-in-Charge and will oversee all WJVA work. Robert Brown, will serve as Project Coordinator and will conduct day-to-day project management. WJVA's proposal is included in Attachment E.

2.3 Project Management

Brian Foucht, AICP, would be assigned as Project Manager will oversee project administration and deliverables, and serve as the principal liaison to the City staff and to the community for presentations and meetings. Anastazia Aziz, AICP would be assigned as Assistant Project Manager for the purpose of policy preparation and oversight. Teri Wissler Adam, Senior Principal, would manage preparation of the CEQA documentation and oversee that process. Michael Groves, AICP will serve as the Principal-in-Charge for general oversight and overall quality control of the Sand City General Plan update.

2.4 Team Commitment

EMC Planning Group is already fully committed to Sand City's success and remain committed to maintaining continuity and expertise throughout the duration of the General Plan update. We understand the importance of consistent leadership and expertise in ensuring the project's success and assisting the City in achieving its goals. As such, we assure the City that the senior personnel identified for this project will remain in place and actively involved from start to finish, ensuring seamless execution and quality outcomes.

2.5 Representative Projects

Table 2-2, Relevant Projects, presents a range of relevant projects selected to demonstrate the firm's experience implementing the scope of work tasks requested by the City. Table 2-3, References for Past Projects, provides references for some of the previous projects that EMC Planning Group completed along with the organization and staff who oversaw the project, and the services performed for each that were relevant to the General Plan Update. Attachment F provides brief descriptions of some of EMC Planning Group's relevant projects, as related to the General Plan Update, while Attachment G contains the firm's projects that were recently completed for the City of sand City.

Table 2-2 Relevant Projects

Project	Organization	Year
City of Carmel-by-the-Sea 6th Cycle Housing Element Update, Safety Element Update, and CEQA Compliance	City of Carmel-by-the-Sea	2023 - Present
City of Guadalupe 2024 General Plan Update and CEQA Documentation (APA Award)	City of Guadalupe	2023
San Benito County 2035 General Plan Update	County of San Benito	2015
City of Newman 6th Cycle Housing and Safety Element Update and CEQA Compliance	City of Newman	2024
Sand City 6th Cycle Housing Element Update, CEQA Compliance, and Implementation	City of Sand City	Certification – 2024 Implementation – Ongoing
City of Sand City West End Parking Plan	City of Sand City	2023
City of Sand City Sustainable Transportation Plan	City of Sand City	2021
City of Sand City Vibrancy Plan (APA Award)	City of Sand City	2020

Other Land Use and Planning Projects

EMC Planning Group has also prepared the plans for the following projects:

- Fort Ord Reuse Plan (National APA Award);
- Riverbank Specific Plan; and
- Salinas Economic Development Plan (3 APA Awards).

Table 2-3 References for Past Projects

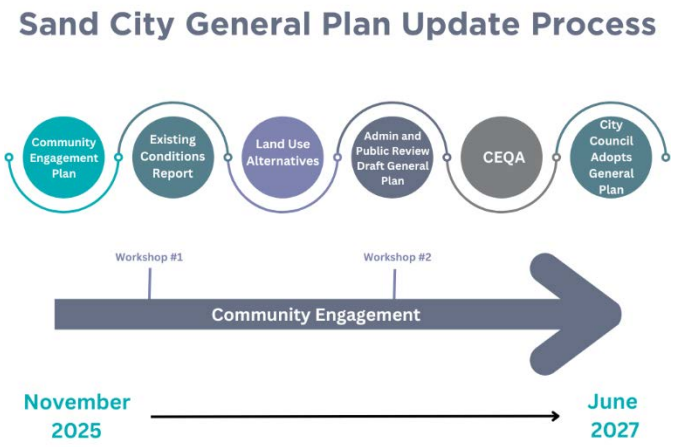
Name/Organization	Project	Year	Contact Information
Taven Kinison Brown, Planning Director, City of Gonzales	Vista Lucia Specific Plan "Community Addition"	2017 – present	(831) 675-4203 tkinisonbrown@ci.gonzales.ca
Michael Holland, City Manager, City of Newman	6th Cycle Housing Element Update; 2024 Health and Safety Element Update	2024	(209) 862-3725 mholland@cityofnewman.com
Lea Simvoulakis, Community Development Director, City of Ceres	6th Cycle Housing Element Update	2025	(209) 538-5778; lea.simvoulakis@ci.ceres.ca.us
Brandon Swanson, Assistant City Administrator, City of Carmel-by-the-Sea	6th Cycle Housing Element Update; 2024 Safety Element Update	2024	(831) 620-2024 bswanson@ci.carmel.ca.us
Ashley Collick, City Manager, City of San Juan Bautista	ADU Ordinance; 5th Cycle Housing Element and Annual Progress Reports; Community Plan; General Plan Amendment	2015 – Present	(831) 623-4661 x 14 citymanager@san-juan-bautista.ca.us
Peter Kasavan, Kasavan Architects, Director of SPARK	Economic Development Element for City of Salinas	2014	(831)424-2232
Abraham Prado, Director of Planning and Building Resource Management Agency, County of San Benito	San Benito County 2035 General Plan Update and EIR	2015	(831) 902-2273; aprado@cosb.us

3.0
Scope of Work

The scope of work and individual tasks for the Sand City General Plan update are presented on the following pages. EMC Planning Group is open to modification of the scope of work as necessary to meet the City's needs.

Task 1 Project Management and Consultation

This task involves the refinement of the proposed timeline/schedule, with milestones, that will lead to adoption of the General Plan update. This work will include confirming the scheduling for:



- Kick-off meeting with City staff to refine the scope of services;
- Identification of major milestones, meetings, and work products;
- Two City Council public hearings; and
- Delivery of an administrative draft (first draft) and final draft of the General Plan and CEQA document.

The list above is for confirming the scheduling of these tasks and not for budgetary purposes.

This task also includes project management and covers communication and coordination between the EMC Planning Group team and City staff. The EMC Planning Group team will attend one (1) kick-off meeting with staff to discuss project goals, issues, availability of reference materials, work product expectations, communications protocols, and expectations for public outreach. This task also includes bi-weekly conference status calls, email exchanges, and other communications.

Deliverables

- Kick Off meeting agenda and notes (maximum three-hour meeting);
- Refined project schedule including major milestones, meetings, and work products; and
- Agenda and notes from bi-weekly meetings with City staff.

Task 2 Community Engagement Strategy

A citywide Community Engagement Plan will be prepared to outline outreach and engagement activities in support of the General Plan Update. Given the size of Sand City, community engagement will be conducted primarily through workshops with the City Council, supplemented by participation in community events such as the Sand City Night Markets, West End Celebration, other pop-up events, and the City's website.



Coloring book outreach example for multi-use trail project. EMC Planning Group

The Community Engagement Plan will include, but not be limited to the following:

- Developing logo and branding;
- Creating flyers and mailers;
- Creation of a webpage specifically designated for the General Plan update on the City website;
- Drafting City newsletters on a quarterly basis;
- Questionnaires and online surveys;
- In-person outreach at the Sand City Night Market (4 events), West End Celebration (one event), and other appropriate pop-up events;
- SB 18 Tribal Consultation: Send letters to the City's Tribal Representatives to inform them of the General Plan Update, address any questions that they may have, and receive their input;
- Community Meetings and Workshops (2 City Council Workshops) – two City Council workshops will be held as part of the General Plan Update process. These workshops will serve as the primary forums for structured public engagement;
    - **Workshop 1: Community Visioning Session** – A three-hour facilitated workshop will be held with the City Council and public to establish a shared vision and policy direction for the General Plan Update. The purpose of this session is to identify the community's long-term vision for Sand City and determine how that vision should be reflected in the General Plan. The workshop will:
        - Provide stakeholders with the opportunity to review the City's most recently adopted plans and discuss how they should inform the General Plan vision and direction;

- Consolidate community and stakeholder feedback to guide the development of the General Plan alternatives; and
- Ensure that the General Plan update and resulting land use alternatives are consistent with Sand City's unique character and existing land use patterns, particularly given the City's small geographic size (0.5 square miles including the coastal zone, and 0.165 square miles excluding the coastal zone).

- **Workshop 2: Draft General Plan Review and Policy Refinement** – A follow-up public workshop will be held with the City Council to review the Public Draft General Plan, including proposed land use alternatives, policy recommendations, and implementation strategies.
  This workshop will:
  - Present the draft vision statement, guiding principles, and policy framework developed from Workshop 1 and subsequent public engagement activities;
  - Review draft land use alternatives and associated policy options, including potential implications for infrastructure, transportation, housing, and economic development;
  - Provide an opportunity for City Council and the public to give feedback on the draft materials prior to preparation of the Public Review Draft General Plan; and
  - Identify any final refinements needed to ensure the General Plan aligns with community priorities, statutory requirements, and the City's long-term development goals.

- Public Agency Consultation for plan-making and CEQA.

For this task, the City's responsibilities will include: posting workshop and informational materials on the City's website, advertising and hosting the stakeholder meetings and City Council workshops, and conducting consultations with Tribal Representatives.

Deliverables

- Dedicated project webpage;
- Flyers;
- Mailers;
- City newsletters; and
- Summary of public comments from workshops.

Task 3 Existing Conditions Report

EMC Planning Group will prepare an Existing Conditions and Community Assessment Report to provide a comprehensive baseline for the General Plan Update. The report will document current conditions, trends, and issues across a range of topics, including:

- Demographic and Socioeconomic Profile: Population trends, growth forecasts, economic drivers, labor force characteristics, and employment data;

- Land Use and Community Character: Existing land use inventory, zoning, and community design patterns;
- Circulation: Mobility patterns, circulation networks, and multimodal transportation options;
- Housing: Housing inventory, housing types, affordability, and regional housing needs;
- Hazards and Climate Change: Flooding, wildfire, sea-level rise, and other climate-related vulnerabilities;
- Greenhouse Gas Emissions: Current emissions profile and reduction opportunities;
- Public Health, Safety, and Environmental Justice: Community health indicators and equitable access to resources;
- Parks and Public Facilities: Existing parks, recreational facilities, and public service infrastructure;
- Utilities: Water supply, wastewater collection and treatment, stormwater, solid waste, electric power, natural gas, and telecommunications infrastructure;
    - This requires City staff coordination with the City's Public Works Department and other relevant agencies, including the Monterey Peninsula Water Management District, Cal-Am, Seaside County Sanitation District, and Monterey One Water, to facilitate EMC Planning Group's assessment of existing water supply and facilities, as well as wastewater collection and treatment facilities and services.
- Natural Resources: Agricultural resources, biological resources, open space resources, water resources, air quality, and cultural resources;
- Historic Resources: Inventory of historic sites and structures; and
- Arts and Culture: Cultural institutions, public art, and creative economy.



Aerial Photograph of West End Art Park. EMC Planning Group

Topic-specific technical analyses will be prepared as separate, standalone reports by project team members within their respective areas of expertise. Findings from these technical reports will be synthesized into a single, comprehensive Existing Conditions Summary Report summarizing baseline conditions, major trends, and critical issues to inform the General Plan Update. This consolidated report will include supporting graphics, tables, jurisdiction-specific data visualizations, and narrative summaries to present key information in a clear and accessible format.

Note, due to the recency of the City's adopted 6th Cycle Housing Element, housing needs data will be drawn from Appendix A: Housing Needs & Fair Housing Report to supplement the existing conditions analysis. Additionally, a market analysis is not included in this scope of work. If the City wishes to include a market analysis as part of the existing conditions report, a subconsultant will be required to perform this work.

Deliverables

- One (1) Administrative Draft Existing Conditions Summary Report and one (1) Final Existing Conditions Summary Report;
- Topic-specific technical analysis reports will be prepared and attached as appendices to the Existing Conditions Summary Report; and
- One (1) supplemental presentation of the Existing Conditions Summary Report for use at a City Council and/or community workshop, at the City's discretion.

Assumptions

- City staff will coordinate with EMC Planning Group and local agencies to facilitate the preparation of the existing conditions analysis;
- City staff will provide all necessary data, including, but not limited to, relevant plans and GIS shapefiles, to support completion of this task;
- City staff will provide EMC Planning Group with one comprehensive set of comments on the Administrative Draft Existing Conditions Summary Report;
- The City Attorney will review the Administrative Draft Existing Conditions Summary Report and coordinate with City staff to deliver consolidated comments; and
- EMC Planning Group will incorporate consolidated City staff and City Attorney revisions into the Administrative Draft and prepare the Final Existing Conditions Summary Report for presentation to the City Council and the public.

Task 4 Alternatives Development



The purpose of this task is to develop land use designations for the General Plan, and ensure that the General Plan's designations are consistent with the Zoning designations. EMC Planning Group staff will assist with developing land use alternatives, as needed and desired. These alternatives will incorporate feedback from the Community Visioning Session and CEQA Scope Meeting, and will take into consideration the projections from AMBAG.

During the alternative development process, EMC Planning Group staff will assess the key issues raised by stakeholders during the Community Visioning Sessions (Task 2 above) and draft a list of goals that would be imperative for the preferred alternative to achieve. Land use, circulation, and conservation considerations will be taken into account when creating the three alternatives/scenarios that would work best for the City. City staff, in partnership with community stakeholders, will select the alternative that is expected to mitigate impacts– while, simultaneously maintaining cohesion with the existing Plans (i.e. Sustainable Transportation Plan, West End Parking Plan, Vibrancy Plan, etc.) that will be incorporated into the General Plan.

Task 5 Administrative Draft General Plan

This task includes preparing an Administrative Draft General Plan inclusive of updates to ensure consistency with current state planning requirements. The City's General Plan must address, at a minimum, the following statutory requirements:

- Climate Change and Greenhouse Gas (GHG) Emissions: AB 32 (2006);
- Local Hazard Mitigation Plan Integration: AB 2140 (2006);
- Flood Control Requirements: AB 162 (2007), SB 5 (2007), AB 70 (2007), AB 156 (2007);
- Sustainable Communities: SB 375 (2008), SB 575 (2009);
- Complete Streets Act: AB 1358 (2008);
- Fire Hazards: SB 1207 (2010), SB 1241 (2014);
- Expedited Infill Development: SB 226 (2011);
- Transportation Impacts (VMT): SB 743 (2013);
- Property and Business Improvement Districts / Infrastructure Financing Districts: SB 1462 (2014);
- Sustainable Groundwater Management Act: AB 1739 (2014);
- Tribal Cultural Resources: AB 52 (2014);
- Climate Change Adaptation: SB 379 (2015);
- 2030 GHG Emissions Target: SB 32 (2016);
- Planning for Healthy Communities Act: SB 1000 (2016);
- Hazard Mitigation Planning and Safety Element Requirements: AB 747 (2019), SB 99 (2019);
- Climate Pollution Reduction in Low-Income Homes Initiative: SB 1035 (2018);
- Active Transportation Requirements for Circulation Plans: SB 932 (2022); and
- Open Space and Habitat Connectivity: SB 1425, AB 1889.

These required topics will be addressed through updates to the General Plan's air quality, circulation, conservation, land use, noise, open space, and safety elements, with environmental justice-focused policies integrated throughout the document. Alternatively, a standalone environmental justice element can be incorporated at the City's discretion, and has been included as an optional task. Individual elements are detailed below in Tasks 5.1-5.8.

Task 5 Administrative Draft General Plan

EMC Planning Group will prepare a comprehensive General Plan Update, including an Introduction, Community Vision, and Guiding Principles that reflect community priorities, articulate the City's long-term aspirations, guide policy development, and provide a clear framework for subsequent elements and implementation actions.

Deliverables

- One electronic copy (in pdf format) of the entire Administrative Draft General Plan for City review and comment; and
- A Dropbox folder for all project materials accessible to City staff and consultants.

Assumptions

- The Housing Element has been updated and adopted and therefore is not included in this scope of work;
- City staff will provide EMC Planning Group with one comprehensive set of comments on the Administrative Draft General Plan;
- The City Attorney will review the Administrative Draft General Plan and coordinate with City staff to deliver consolidated comments; and
- EMC Planning Group will incorporate consolidated City staff and City Attorney revisions into the Administrative Draft and prepare the Public Review Draft General Plan for presentation to the City Council and for public review.

Task 5.1 Administrative Draft Air Quality Element

Chronic exposure to air pollutants is a serious health risk to millions of California residents, particularly the young, elderly, and people with heart disease and respiratory problems. The Governor's Office of Planning and Research (OPR) requires local jurisdictions to address air quality issues through general plans, development ordinances, local circulation systems, transportation services, and other plans and programs, and to contribute to the local air district's efforts to achieve and maintain compliance with state and federal air quality standards.

Sand City's proximity to the Pacific Ocean (Monterey Bay) tends to keep the city within a good air quality index range. The California Emissions Estimator Model (CalEEMod) will be used to calculate potential construction and operational related criteria air pollutants and greenhouse gas emissions generated through the implementation of the Plan. Data inputs to the model will be based

on project specific information from the General Plan Update to be generated in coordination with the Air District and County. Model results will be presented within the Air Quality Element. Significant impacts and mitigation measures would be identified.

Task 5.2 Administrative Draft Circulation & Public Facilities Element



The Governor's Office of Planning and Research (OPR) requires cities and counties to integrate multimodal transportation network policies into the circulation elements of their General Plans. Understanding the existing resources, location, and design of a local jurisdiction is imperative to successfully implement a multimodal transportation network. Improving the quality and equity of mobility choices in the community and linking the community to employment and service centers will be a key priority for the team. EMC Planning Group will focus on active transportation, complete streets, multi-modal transportation, community placemaking and street greening, traffic calming, street connectivity, and street pattern as mobility planning features to improve access and health and safety. Hexagon Transportation Consultants will document existing roadway characteristics and intersection levels of service. EMC Planning Group will prepare the Circulation Element using that data, and integrate policies and programs from the 2021 Sustainable Transportation Plan and the West End Parking Plan to ensure cohesion with the City's overarching goals.

In compliance with AB 98, the Circulation Element will be updated to include identification and establishment of specific travel routes (truck routes) to safely accommodate additional truck traffic and avoid residential areas and concentrations of sensitive receptors. This element would also consider any updated statewide warehouse design and build standards for any proposed or expanded logistical developments (i.e. standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage).

The OPR recommends that general plans provide clear, implementable policies to deliver reliable, equitable, and climate-resilient public services. EMC Planning Group will inventory and map existing public facilities and service systems—including potable water, wastewater, stormwater, solid waste and recycling, energy and community facilities (e.g., parks, libraries, public safety, and civic buildings)—and evaluate current capacity, condition, regulatory constraints, and near- and long-term needs based on the City's growth forecast. Working closely with City staff and relevant providers (e.g., water and sanitary districts, solid waste haulers, and emergency service agencies), we will identify infrastructure gaps, service-area limitations, lifecycle maintenance needs, and opportunities for green infrastructure, demand management, and system redundancy. The Element will align with adopted master plans and programs (e.g., MPWMD Urban Water Management Plan, Monterey Regional Storm Water Management Program, and any applicable Broadband/Digital Equity efforts) to ensure coherence with the City's overarching goals.

In compliance with applicable State requirements, the Public Facilities & Services Element will incorporate policies and programs that implement organics diversion and edible-food recovery capacity planning (SB 1383); support water-use efficiency coordination with local suppliers (SB 606/AB 1668); and integrate stormwater quality and Low Impact Development consistent with NPDES/MS4 permits. The Element will include implementation measures for phasing and funding (e.g., CIP integration, development impact fees, grants), service concurrency triggers for new development, resilience strategies (backup power/microgrids for critical facilities, and flood risk reduction), and performance metrics to track progress. EMC Planning Group will prepare the Administrative Draft Element with goals, policies, and programs that advance equitable access to high-quality public services while maintaining fiscal sustainability and long-term asset management.

Task 5.3 Administrative Draft Conservation Element

The purpose of the Conservation Element is to describe the jurisdiction's natural resources: land, water, ecosystem services and living resources, and the benefits that these resources provide to the community. The Conservation Element is designed to establish goals and policies for their retention, enhancement and development. EMC Planning Group will work with Sand City staff to identify the natural resources that exist within the city, and determine the impacts (whether positive or negative) that they have on city residents. EMC Planning Group will ensure that the policies and programs drafted as part of the Conservation Element closely align with State goals and planning priorities.

EMC Planning Group staff will also evaluate whether there is a need to conduct research on the preservation of historical sites or buildings within the City.

In compliance with AB 1889, a review of the impact of development on the movement of wildlife and habitat connectivity will be conducted. Prioritization will be given to the East Dunes area.

Task 5.4 Administrative Draft Environmental Justice Policies and Programs

For Sand City residents, it is imperative that community members are presented with opportunities to participate in discussions and decision-making processes that concern their community and affect their quality of life. Understanding that lower-income and historically marginalized communities are often at risk of adverse health issues as a direct result of environmental stressors, the City is committed to studying the environmental impacts of upcoming development on the health and quality of life of City residents. While Sand City is not considered a "disadvantaged community" per SB 535 (2017) and the City's CalEnviroscreen threshold is not within the top 25 percent as a pre-requisite for completing the Environmental Justice Element, EMC Planning Group suggests that Environmental Justice policies and programs be incorporated in various elements throughout the General Plan update, where relevant, if the City does not want to complete a stand-alone Environmental Justice Element.

Optional Task

Preparation of a standalone Environmental Justice Element is included in the proposal and budget as "optional" (left to City staff's discretion), as the Office of Land Use and Climate Innovation still recommends that each jurisdiction integrate policies and programs related to environmental justice into the General Plan – even if it is not statutorily required for a particular jurisdiction. If City staff decide to include the Environmental Justice Element within the General Plan update, EMC Planning Group staff will make use of the recently adopted Vibrancy Plan and Housing Element as a means to develop relevant policies and programs for this particular element.

Task 5.5 Administrative Draft Land Use Element

The Land Use Element serves as a tool to improve public health, reduce infrastructure costs, enhance local economies, and address long-term environmental issues such as climate change and water resources. To this end, EMC Planning Group, will aid the City of Sand City with drafting a Land Use Element that reflects the community's vision; promotes thoughtful, equitable, and accessible distribution of different land uses, including residential, commercial, industrial, and open space; and aligns cohesively with other General Plan elements. This task will include updating the City's General Plan Land Use map.

Task 5.6 Administrative Draft Noise Element

The Noise Element of the General Plan provides a basis for comprehensive local programs to control and abate environmental noise and to protect residents from excessive exposure. The fundamental goals of the Noise Element are:

- To provide sufficient information concerning the community noise environment so that noise may be effectively considered in the land use planning process. In so doing, the necessary groundwork will have been developed so that a community noise ordinance may be utilized to resolve noise complaints. This includes considering noise generated by street sweepers and solid waste collection and identifying scheduling and operational measures to minimize noise impacts.
- To develop strategies for abating excessive noise exposure through cost-effective mitigating measures in combination with zoning, as appropriate, to avoid incompatible land uses.
- To protect those existing regions of the planning area whose noise environments are deemed acceptable and also those locations throughout the community deemed "noise sensitive."
- To utilize the definition of the community noise environment in the form of CNEL or Ldn noise contours as provided in the Noise Element for local compliance with the State Noise Insulation Standards. These standards require specified levels of outdoor to indoor noise reduction for new multifamily residential constructions in areas where the outdoor noise exposure exceeds CNEL (or Ldn) 60 dB.

EMC Planning Group has historically worked with WJV Acoustics, Inc. to complete the noise analysis, and will be using their services for the Noise Element update – in addition to the analysis that will be completed in-house. WJV Acoustics, Inc. (WJVA) is an acoustical consulting firm offering comprehensive services in environmental noise assessment and control, and in architectural acoustics. The firm's capabilities include a complete range of acoustical services, with special emphasis on community and environmental noise issues and project compliance. The firm was founded in 1981, and has worked throughout the state of California, as well as nationally, on numerous airport-related noise assessment and sound insulation projects.

EMC Planning Group has also included budget for a community noise study to add quantified data to the Noise Element. Our schedule for completing this work is about ten months.

Task 5.7 Administrative Draft Open Space Element



The purpose of the Open Space Element is to work in tandem with the Conservation Element to preserve the jurisdiction's open spaces, in keeping with State priorities. The Open Space Element will reinforce the Conservation Element by guiding the comprehensive and long-range preservation of open space lands that are important to the conservation of the State's natural resources. EMC Planning Group will utilize the health impact assessments from the Air Quality Element, Conservation Element, and Environmental Justice policies to inform the policies and programs that will be crafted for the Open Space Element.

The Project Team at EMC Planning Group will be responsible for identifying any existing open spaces within the jurisdiction, and analyzing the potential impacts that nearby development could have on the City's open spaces.

Sand City is a small community with very few park spaces. The City need to take advantage of its few park spaces, including the community garden, Art Park, patio easement at The Independent by creating connectivity. Moving forward, the Multi-Use Trail and Coastal Trail, as well as making Sand City's beaches more accessibility and user-friendly is a critical goal for Sand City's residents and visitors.

Task 5.8 Administrative Draft Safety Element

This task will include the assessment of the existing Safety Element to determine compliance with State Law. EMC Planning Group will review safety goals and policies to prepare new and/or revised goals and policies for safety based on recent legislation and consultation with City staff, the Police Chief, policy makers, community members, stakeholders, and workshop input. To the extent feasible, the existing policies and programs will be carried over from the current Safety Element.

EMC Planning Group will facilitate meetings with appropriate public safety agencies and local organizations throughout the planning process to ensure that the updated Safety Element complies with local requirements and recommendations. EMC Planning Group will prepare maps, as needed, to be incorporated in the Safety Element, and will prepare updates/revisions, as needed, to ensure compliance with State Law and consistency with the Housing Element, including text, tables, maps, etc. This task also includes update of the Safety Element as required by Government Code Sections 65302 (g) and 65302.15. The Safety Element will be updated, consistent with Government Code Section 65302(g)(4), to address sea-level rise through a climate vulnerability assessment, adoption of adaptation/resiliency goals and policies, and implementation measures that align with the City's Local Coastal Program.

The Safety Element update will also include an analysis of the City's emergency evacuation routes and Emergency Operations Plan, pursuant to SB 99 and AB 747 (2019). In compliance with AB 2684, the Safety Element will include an analysis on the impacts of extreme heat (though rare for Sand City due to the coastal marine layer) within the jurisdiction and mitigation measures that will be taken by the City to address this climate issue.

Task 6 Public Review Draft General Plan

Task 6.1 Public Review Draft General Plan

EMC Planning Group will prepare a Public Draft General Plan for City Council and public review, as well as excerpted revisions.

Deliverables

- One electronic copy (in pdf format) of the Public Draft for public review; and
- One electronic copy (in pdf format) of the excerpted revisions.

Assumptions

- In collaboration with City staff, EMC Planning Group will prepare responses to up to 10 public comments and incorporate revisions to the Draft General Plan as directed by City staff.

Task 6.2 Public Hearings – City Council and the Community

EMC Planning Group will collaborate with City Staff and participate in one (1) public hearing before the City Council and will present the Draft General Plan Update. EMC Planning Group will prepare all necessary materials, including presentations, staff reports, resolutions, and exhibits. A Principal staff member will attend the hearing in person (or via Zoom, if preferred) to present and provide support to City staff as needed. City staff will be responsible for preparing and publishing all public notices associated with the hearings.

Deliverables

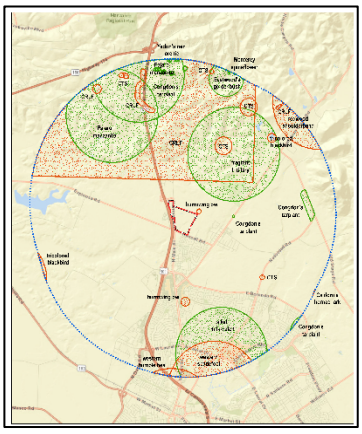
- Staff report;
- Resolution (City Council);

- Presentation materials; and
- Electronic copies (Word, PDF, PowerPoint format) and hardcopies as needed of workshop sign-in sheets, presentation, handouts, and other materials.

Assumptions

- City staff and the City Attorney will review all materials prepared for public hearings, including, but not limited to, staff reports, resolutions, and public notices.

Task 7 CEQA Compliance



Upon completion of the first draft of the revised Land Use Element, which will identify general plan buildout capacity, the analysis to determine if there might be a significant and unavoidable impact requiring preparation of an EIR will be conducted first. This will include the transportation, air quality, and greenhouse gas emissions analysis. If there is not a significant and unavoidable impact, then only an initial study and mitigated negative declaration would be required. However, at this time, this scope of work assumes a program EIR would be required to evaluate the environmental impacts associated with buildout of the General Plan. The following tasks are proposed.

Task 7.1 Notice of Preparation

EMC Planning Group will prepare the notice of preparation (NOP) that will be released prior to preparation of the EIR to solicit feedback from public agencies on the scope and content of the EIR in accordance with CEQA Guidelines Section 15082. A draft and final NOP will be prepared. EMC Planning Group will circulate the NOP in accordance with CEQA requirements including submittal to the State Clearinghouse, the County Clerk, posted to the City's website, and to those on the City's distribution list.

Task 7.2 Tribal Consultation

This task includes obtaining a tribal list from the Native American Heritage Commission, and preparing and mailing letters to the tribes offering consultation under SB 18 and AB52 on City letterhead. This also includes up to two (2) hours of consultation meetings.

Task 7.3 Administrative Draft Program EIR

The administrative draft EIR will be prepared and will include all of the sections required by CEQA. It is anticipated that the environmental analysis would focus on impacts to sensitive biological resources, cultural and tribal cultural resources, vehicle miles traveled (prepared by Hexagon Transportation Consultant), noise (prepared by WJV Acoustics), hydrology and water quality, public services, utilities, air quality, and greenhouse gas emissions. The EIR will address up to three project alternatives.

Mitigation measures will be written to be included in the General Plan as policies and/or implementation measures. An electronic copy will be provided to City staff for review and comment.

Task 7.4 Public Review Draft Program EIR, Noticing and Distribution

EMC Planning Group will prepare the public review draft EIR after reviewing and incorporating all City comments on the administrative draft EIR. EMC Planning Group conduct all required distribution including to the State Clearinghouse, the County Clerk, the City's website, posting in a local newspaper, and to those on the City's distribution list.

Attendance at one public hearing is included to obtain verbal comments from the public on the draft EIR.

Task 7.5 Administrative Final Program EIR

Upon completion of the 45-day public review period, EMC Planning Group will evaluate the comments received on the public review draft EIR and prepare written responses in consultation with City staff. EMC Planning Group will prepare an administrative final EIR, which will include comments and recommendations received on the draft EIR either verbatim or in summary, a list of persons, organizations, and public agencies commenting on the draft EIR, proposed responses to significant environmental points raised in the review and consultation process, and any other information to be added by the City.

The budget accommodates responding to up to ten (10) comment letters. If the level of effort needed to respond to comments exceeds that, a contract amendment may be required.

Task 7.6 Final Program EIR and Mitigation Monitoring and Reporting Program

EMC Planning Group will prepare a final EIR, addressing comments by City staff, and distribute to those agencies commenting on the draft EIR, as well as posting to the State Clearinghouse and the City's website. A mitigation monitoring and reporting program will also be prepared.

Task 7.7 CEQA Findings and Statement of Overriding Consideration

EMC Planning Group will prepare draft and final CEQA findings and statement of overriding considerations for review and approval by City staff.

Task 7.8 Public Hearings

The EMC Planning Group CEQA project manager will attend up to two public hearings on certification of the final EIR.

Task 7.9 Notice of Determination

EMC Planning Group will prepare the notice of determination for the City staff to file with the County Clerk and the State Clearinghouse.

Task 8 Final Draft General Plan

Once feedback from the public and the City Council during the 30-day public review period is received, the EMC Planning Group staff will revise the document and prepare a Final Draft for City staff review and City Council adoption.

Deliverables

- Ten hard copies and one electronic copy (in pdf format) of the Final Draft of the General Plan and CEQA documentation.

Task 8.1 Public Hearings – City Council and the Community

EMC Planning Group will collaborate with City Staff and participate in one (1) public hearing before the City Council and will present the Final General Plan Update for consideration and adoption. EMC Planning Group will prepare all necessary materials, including presentations, staff reports, resolutions, and exhibits. A Principal staff member will attend the hearing in person (or via Zoom, if preferred) to present and provide support to City staff as needed. City staff will be responsible for preparing and publishing all public notices associated with the hearings.

Deliverables

- Resolution; and
- Presentation materials and staff report.

4.0
Assumptions Upon Which this Proposal is Based

EMC Planning Group presents the following assumptions to provide clear expectations regarding the project's scope, timeline, and resource requirements.

1. **City Staff Retention and Cooperation.** City staff will remain constant throughout the duration of the project. This would prevent breaks in communication, as EMC Planning Group staff would rely on correspondence and feedback from City staff for the General Plan Amendment. It is assumed that City staff (e.g., planners, legal counsel, code enforcement officers) will be available for consultation and provide necessary information, including existing codes, legal precedents, and policy goals. Additionally, it is assumed that City staff will provide timely review and feedback on General Plan updates throughout the process.
2. **Scope of General Plan Updates.** Updates will focus on updates of specific chapters and sections of the General Plan, as outlined in Task 5 of this Proposal. EMC Planning Group will prepare a strike through/underline version of the City's Existing General Plan (2002), if appropriate, for ease of review by City staff.
3. **Stakeholder Engagement.** The City will assist in coordinating and facilitating stakeholder engagement, public meetings, or hearings that may be necessary to obtain input from the community, developers, or other key interest groups.
4. **Timelines and Deadlines.** The proposal assumes a clear timeline for drafting, review, public hearings, and adoption of the General Plan update, based on typical council schedules, and assumes a clear project schedule be confirmed upon the initial kick-off meeting of the project. Delays in the schedule will require additional budget. Additionally, the proposal assumes there are no major legislative or election deadlines that could delay the amendment process or require prioritization of other tasks.
5. **Budgetary Constraints.** The budget is based on the assumed level of effort needed to complete scope of work tasks. Depending on the complexity of each task, we may not expend the entire budget. In contrast, delays, public controversy, inconsistent direction from decision-makers, changes to the scope of work, etc. will require budget modifications.
6. **Technical Assumptions.** Assumes that the City will have access to adequate GIS data and mapping services if the General Plan updates require modifications to zoning maps or district boundaries.

7. **Legal Review.** Assumes that the City's legal counsel will review all proposed General Plan updates for compliance with legal standards and precedents early in the process, and in a timely manner.
8. **Adoption Process.** Assumes a defined schedule for public hearings and final adoption by the City Council.
9. **CEQA and Noticing Fees.** The fee to post the Notice of Intent with the local newspaper (amount unknown) and the fee to file the Notice of Determination with the County Clerk will be paid by the City. (Total will be $2,966.75 – $50 County Clerk filing fee + $2,916.75 California Department of Fish and Wildlife filing fee); however, the fees are subject to change the 1st of each year.

   The CEQA budget assumes a response for up to ten (10) letters during the public 45-day review period. A budget amendment would likely be required for letters on the CEQA document. There is no NEPA compliance anticipated in excess of 10 for this General Plan Update.

5.0
Schedule and Budget

5.1 Schedule

Table 5-1 presents a tentative project schedule illustrating each milestone. Approximately one week after project kick-off, a more detailed schedule with specific dates will be provided. It is important to note that the proposed schedule relies on the City's ability to provide prompt review of the administrative drafts, and the absence of unforeseen obstacles, such as changes in City staffing, or City Council direction or other political issues during the General Plan update.

Table 5-1 Tentative Project Schedule

Task	Timeframe
Task 1 Project Management and Consultation	Ongoing throughout completion of project
Task 2 Community Engagement Strategy	November 2025 – August 2026*
Task 3 Existing Conditions Report	December 2025 – April 2026
Task 4 Alternatives Development	March 2026 – July 2026
Task 5 Administrative Draft General Plan	July 2026 – December 2026
Task 6 Public Review Draft General Plan	December 2026 – January 2027
Task 7 CEQA Compliance	January 2027 – September 2027
Task 8 Final Draft General Plan & Public Hearings	September 2027 – December 2027

NOTE: Total of approximately 26 months, excluding any delays or unforeseen circumstances.
*Community outreach and engagement will occur at several stages throughout the project.

We will strive to adhere to the outlined timeline, but cooperation and timely feedback from the city are crucial to keeping the project on track and meeting its objectives within the projected timeframe. Furthermore, timely scheduling of public hearings and feedback from the City Council will further ensure that the project timeline progresses seamlessly.

5.2 Budget

A current schedule of hourly rates and charges is provided on the budget spreadsheet presented on the following page.

City of Sand City General Plan Update													
Task	EMC Planning Group Inc.												
	Senior Principal	Principal	Principal Planner	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Associate Biologist	Graphics	Production Manager	Admin./ Production		
Billing Rate (Per Hour)	$295.00	$275.00	$245.00	$225.00	$195.00	$145.00	$245.00	$185.00	$150.00	$165.00	$125.00	Total Hours	Total Cost
Task 1 Project Management and Consultation	50	25	100	10	75	0	0	0	0	0	0	260	$63,000.00
Task 2 Community Outreach Strategy (including dedicated project webpage)	10	10	25	50	50	0	0	0	16	0	35	196	$39,600.00
Task 3 Existing Conditions Report	5	7	25	10	50	20	4	16	20	6	1	164	$32,480.00
Task 4 Alternatives Development (including visioning workshops)	35	20	20	15	70	0	0	0	20	3	0	183	$41,245.00
Task 5 Administrative Draft General Plan Update	5	5	10	0	15	0	0	0	8	3	0	46	$9,920.00
Task 5.1 Administrative Draft Air Quality Element	5	5	15	60	5	0	0	0	6	4	0	100	$22,560.00
Task 5.2 Administrative Draft Circulation & Public Facilities Element	15	10	40	5	55	0	0	0	25	10	0	160	$34,225.00
Task 5.3 Administrative Draft Conservation Element	10	5	15	0	20	10	50	20	16	7	0	153	$32,855.00
Task 5.4 Administrative Draft Environmental Justice Policies and Programs	10	8	18	0	25	0	0	0	0	4	0	65	$15,095.00
Task 5.5 Administrative Draft Land Use Element	20	15	30	15	80	0	0	0	24	10	0	194	$41,600.00
Task 5.6 Administrative Draft Noise Element	15	0	10	80	0	0	0	0	12	10	0	127	$28,325.00
Task 5.7 Administrative Draft Open Space Element	20	5	15	0	80	0	0	0	20	10	0	150	$31,200.00
Task 5.8 Administrative Draft Safety Element	20	10	46	20	50	0	0	0	20	10	0	176	$38,820.00
Task 6.1 Public Review Draft General Plan	35	5	25	20	120	0	0	0	25	24	0	254	$53,435.00
Task 6.2 Public Hearings – City Council and the Community	20	0	15	0	20	0	0	0	15	3	4	77	$16,720.00
Task 7.1 Notice of Preparation	2	0	0	8	0	0	0	0	0	0	2	12	$2,640.00
Task 7.2 Tribal Consultation	2	0	0	0	0	4	0	0	0	0	2	8	$1,420.00
Task 7.3 Administrative Draft EIR	32	0	0	226	72	38	17	36	16	8	2	447	$94,635.00
Task 7.4 Public Review Draft Program EIR, Noticing and Distribution	4	0	0	24	8	0	0	0	1	0	2	39	$8,540.00
Task 7.5 Administrative Final Program EIR	8	0	0	40	0	2	4	4	0	8	8	74	$15,690.00
Task 7.6 Final Program EIR and MMRP	4	0	0	8	0	0	0	0	0	4	2	18	$3,890.00
Task 7.7 CEQA Findings and SOC	4	0	0	24	0	0	0	0	0	0	1	29	$6,705.00
Task 7.8 Public Hearings	5	0	0	10	0	0	0	0	0	0	1	16	$3,850.00
Task 7.9 Notice of Determination	1	0	0	0	0	0	0	0	0	0	1	2	$420.00
Task 8 Final Draft General Plan	25	5	30	10	10	0	0	0	20	16	4	120	$26,440.00
Subtotal (Hours)	362	135	439	635	805	74	75	76	264	140	65	Total Hours	Total Cost
Subtotal (Cost)	$106,790.00	$37,125.00	$107,555.00	$142,875.00	$156,975.00	$10,730.00	$18,375.00	$14,060.00	$39,600.00	$23,100.00	$8,125.00	3,070	$665,310.00

Additional Costs	
Additional Production and Graphic Costs (Final Document Design)	$5,000.00
Travel Costs (Workshops and On-site Meetings/Outreach)	$2,000.00
Postal/Deliverables	$500.00
Miscellaneous	$500.00
Administrative Overhead 15%	$1,200.00
Total	$9,200.00

Subconsultant Fees	
Hexagon Transportation Consultants (GP Update and EIR)	$25,000.00
WJV Acoustics (GP Update and EIR)	$10,850.00
ELS (GP Update Visioning)	$39,500.00
Kosmont Companies (GP Update Economics & Real Estate Policy/Program Development)	$25,000.00
Subconsultant Overhead 15%	$15,052.50
Total	$115,402.50

Total Costs	$789,912.50

Suggested Contingency	
Contingency 15%	$118,486.88
Total	$118,486.88

Total costs including contingency	$908,399.38

Optional Task	
Environmental Justice Element	$30,600.00
Total	$30,600.00

NOTE: If a program level EIR is determined to not be necessary and an IS/MND is, instead prepared, there will be a cost savings.

EMC Planning Group Staff Resumes

A

ATTACHMENT



Michael J. Groves, AICP

PRESIDENT/SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Groves founded EMC Planning Group in 1978. Through his leadership and commitment to excellence in client service and the hiring of highly qualified team members, Mr. Groves has successfully established the firm as one of the leading land use and environmental planning firms in California. With his vast experience as a land use and policy planner, Mr. Groves has provided project management for over 750 planning projects, within more than 150 California cities, counties, and special districts.

Mr. Groves is involved in project management and coordination of a full range of planning projects completed by the firm. His focus within the firm is on client representation for urban and regional planning projects; coastal planning efforts; conceptual design; real estate due diligence and site evaluation studies; land use planning and permitting efforts; and city, county, school district and special district planning and permitting.

From 1995 - 1997, he served as project manager for the Fort Ord Reuse Plan, a national award-winning policy document for the largest base closure in the United States. The Plan became the model for base closures under President Clinton.

EDUCATION

B.A. University of California at Santa Barbara, Environmental Studies & Geography (double major), 1977

PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners, Professional Certification, 1990-Present

PROFESSIONAL ACHIEVEMENTS AND AWARDS

- Professional Certification, American Institute of Certified Planners, 1990-Present
- Initiative Measure Author
- Awards, *City of Guadalupe 2042 General Plan Update*, 2022
  - Comprehensive Planning, Small Jurisdiction, Award of Excellence-APA California Chapter, Central Coast Section Outstanding Planning Document (2023)
- Awards, *City of Salinas Economic Development Element*, 2014
  - Outstanding Planning Document-AEP (2016)
  - Economic Planning and Development Award of Excellence-APA California Chapter, Northern Section (2015)
  - Economic Planning and Development Award of Merit-APA California Chapter (2015)
- Award, *Fort Ord Reuse Plan Reassessment*, 2012
  - Best Practices Award of Merit- APA California Chapter, Northern Section, 2013
- Award, *Fort Ord Reuse Plan and EIR*, 1997
  - Comprehensive Planning in a Small Jurisdiction - National Planning Award for Outstanding Planning, APA National Chapter

PROFESSIONAL ASSOCIATIONS AND COMMUNITY INVOLVEMENT

- Member, American Planning Association
- Former Member, Monterey Peninsula Water Management District, Policy and Technical Advisory Committees
- Former Member, Sand City Habitat Conservation Task Force
- Member, Ventana Chapter, Sierra Club
- Head Coach, Monterey High School Baseball Program, 1980-Present
- Member, National High School Baseball Coaches Association (ranked 51st winningest coach nationwide)
- Member, California High School Baseball Coaches Association and Hall of Fame Member (ranked 2nd winningest coach statewide)
- President, Save Our Sports (SOS), Local Non-profit Supporting Student Athletes and High School Baseball and Softball
- Former President, Foster Parent Association, Santa Cruz County
- Former Member, Child Welfare Services Systems Improvement Steering Committee
- Former Member, Community Leadership Council - Ending Oppression Worldwide



Brian Foucht, AICP, MCP

PRINCIPAL PLANNER

PROFESSIONAL EXPERIENCE

Mr. Foucht joined the firm in 2024, bringing a unique balance of public agency and private development experience. He has extensive experience in community development programming and management; community planning; state and local regulation and entitlements; coastal zone planning and permitting; grant–funded program development, writing, implementation and management; and technical and scientific team formation and management.

Mr. Foucht provides assistance on a wide range of community planning services, including the preparation of General Plans, Specific Plans, Zoning Ordinance updates and amendments; environmental review documentation; and community development and planning interim management and staff augmentation.

Mr. Foucht has served as principal staff to City and County planning commissions and citizen advisory committees, including historic preservation, design review, transportation, housing, and economic development. He is the author of several successful Sustainable Communities transportation planning grants for transportation center and recreation trail development, and has served as lead planner on significant coastal and inland planned development projects and LCP amendments on behalf of land owners and public agencies. Mr. Foucht has, for several years, on behalf of the Salinas Regional Sports Authority, provided pro-bono lead planning assistance for CEQA review, entitlements, and technical team formation, for the Salinas Regional Soccer Complex project.

Mr. Foucht holds a Master of City Planning degree from San Diego State University and a Bachelor's of Arts degree in Urban Studies from San Francisco State University.

EDUCATION & PROFESSIONAL TRAINING

M.C.P. – Master of City Planning, San Diego State University

B.A. – Urban Studies, San Francisco State University

California Academy for Economic Development: Introduction to Economic Development

PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners, Professional Certification



Anastazia Aziz, AICP

PRINCIPAL

PROFESSIONAL EXPERIENCE

Ms. Aziz, AICP, joined EMC Planning Group as a Principal in 2022. She is an experienced professional in land-use and coastal planning, housing policy and implementation, and project management with over 20 years of experience. Ms. Aziz has extensive experience developing CEQA documents, client communication, agency and stakeholder outreach, subconsultant coordination, and public meeting facilitation and has represented public clients in the counties of Monterey, Mendocino, Santa Cruz, and Stanislaus.

Ms. Aziz is currently preparing several local coastal programs amendments related to hazards, including sea-level rise and climate change, for clients on the central coast including Carmel-by-the-Sea and Marina. In addition, she is preparing a visual resources and archaeology policy update for the County of Mendocino.

She leads a housing policy team and oversees 6th Cycle Housing Elements, and associated implementation, for a number of jurisdictions. Ms. Aziz is well versed in site inventory development, residential rehabilitation programs and Municipal Code revisions to comply with State laws. She successfully achieved Housing Element certification for clients in Monterey and Stanislaus Counties.

Prior to joining EMC, she worked at the City of Pacific Grove for eight years including over two years as the Director of the Community Development Department. During this time, she achieved many significant accomplishments including attaining the first certified Local Coastal Program in the city's history and updating the City's Historic Resources Inventory. She also oversaw a wide variety of departmental projects including managing water entitlements and Municipal Code amendments.

EDUCATION & PROFESSIONAL TRAINING

B.E.S. - University of Waterloo, Canada, Environmental Studies with a major in urban and regional planning, and a minor in English Literature.

Commonwealth Scholarship – University of Colombo, Sri Lanka. Researched urban industrial pollution and related environmental issues.

PROFESSIONAL CERTIFICATION

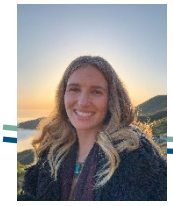
AICP - American Institute of Certified Planners (Certified Planner Number 017974)

APA California - 2025 Mobile Workshop Conference Co-Chair

COMMUNITY INVOLVEMENT

Pacific Grove Unified School District – Community Bond Oversight Committee Member

Butterfly Parade and Bazaar - Food Committee Chair



Esme Wahl

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

Ms. Wahl joined EMC Planning Group in April 2023. Her area of expertise is in coastal planning, grant writing, and project management. Ms. Wahl has extensive experience in Local Coastal Program amendments, coastal development permit applications, public agency staff support, grant writing and grant management, community and stakeholder outreach, and client representation at public hearings.

At EMC Planning Group, Ms. Wahl has worked on several local coastal program updates, including a comprehensive update for the the City of Marina, a coastal hazards policy amendment for the City of Carmel-by-the-Sea, and an amendment related to archaeological and visual reosurces for the County of Mendocino.

Ms. Wahl is currently leading two grant funded coastal trail projects in Monterey County. She is managing a team of civil engineers, landscape architects and coastal geomorphologists to ensure project compliance with multiple stakeholders, including the State Coastal Conservancy, Department of Parks and Recreation and the California Coastal Commission.

Ms. Wahl previously worked for the California Coastal Commission as a Coastal Analyst where she worked with local governments on issues such as sea-level rise adaptation planning, groundwater basin sustainability, and public access. She primarily worked with the County of San Luis Obispo to ensure local projects were consistent with Coastal Act and Local Coastal Program policies.

EDUCATION

B.S. – Earth Science, Environmental Geology concentration, University of Santa Cruz, 2021. Graduated with highest honors.

VOLUNTEER EXPERIENCE

APA California – 2025 Mobile Workshop Volunteer



Janet Walther, MS

PRINCIPAL BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Walther joined the firm in 2003 and has been working in the field of biology since 2000. She is responsible for performing botanical and wildlife surveys; wetland and waters of the U.S. determinations; data analysis; and reports in support of management agreements, permits, and mitigation monitoring. She assists clients in complying with the Federal Endangered Species Act, California Endangered Species Act, Sections 401 and 404 of the Clean Water Act, California Fish and Game Code, and local (county and/or city) regulations.

Ms. Walther works with clients to design projects to avoid or minimize impacts to threatened and endangered species. Where impacts are unavoidable, she helps create mitigation strategies and the application documents necessary to obtain the required permits, including habitat conservation and land management plans.

In addition to her experience in biological survey and reporting, Ms. Walther is responsible for preparation of environmental documents in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She produces a variety of graphics for use in environmental and natural resources documents and routinely works with ArcGIS, AutoCAD, and Adobe Illustrator/Photoshop.

In previous positions, Ms. Walther inventoried both native and non-native species in compliance with regulatory requirements, and assisted in preparing California Energy Commission Applications for Certification for four major power plant projects in California. She also conducted biological survey work in southern California and the High Desert and wetland and endangered species survey work in Nevada, Arizona, Georgia, and Florida.

EDUCATION

M.S. California State University Monterey Bay, Coastal Watershed Science and Policy, 2014

B.S. California Polytechnic State University at San Luis Obispo, Ecology and Systematic Biology, 2000 - Concentration: Environmental Management

CERTIFICATES AND TRAINING

- Biology and Management of California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2007
- Biology and Management of California Red-legged Frog Workshop, Elkhorn Slough Coastal Training Program, 2007
- OSHA 40-hr HAZWOPER Certificate, 2001 and 8-hr Refresher Training, 2002-2007
- California Pesticide Application Certification, 2003/2004
- Army Corps of Engineers Wetland Delineation Training, 2002

PROFESSIONAL ACHIEVEMENT

- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009



Kylie Pope, MSP

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Ms. Pope joined the firm in August 2022 as an Assistant Planner, supporting the EMC Planning Group Housing team. She was promoted to Associate Planner in May 2023. Her primary responsibilities include preparing complex and detailed written housing elements, general plan updates, municipal code amendments, and other planning documents to support local jurisdictions in achieving compliance with state requirements.

In the last year, Ms. Pope has worked on several environmental projects, including the preparation of initial studies/mitigated negative declarations, environmental impact reports, and categorical exemptions, ensuring compliance with the California Environmental Quality Act (CEQA) and other regulatory frameworks.

Ms. Pope has experience supporting a diverse range of environmental planning projects, including residential and commercial developments, school sites, recreation facilities, and infrastructure projects. Additionally, she provides clients with assistance in preparing and filing environmental documentation to the State Clearinghouse to ensure compliance with CEQA and other regulatory requirements.

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



Teri Wissler Adam

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Ms. Wissler Adam joined the EMC Planning Group in 1991. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Ms. Wissler Adam directs the CEQA and NEPA compliance projects for the firm. She has been responsible for a large variety of private projects, including residential, commercial, industrial, mixed-use, and large specific plan and general plan projects. She has also managed several projects for public facilities, such as recycled water projects, roadway projects, bikeway projects, bridge projects, elementary schools, high schools, and college campuses, and other public facilities, such as health clinics, landfills, child development centers, and federal research facilities. She has represented public clients throughout Monterey County, San Benito County, Santa Clara County, Marin County, Alameda County, Merced County, San Luis Obispo County, San Mateo County, Stanislaus County, Santa Cruz County, Sonoma County, Humboldt County, and Los Angeles County.

EDUCATION

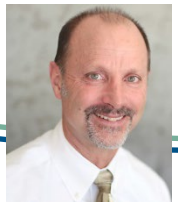
B.S. California Polytechnic State University at San Luis Obispo, Business Administration, Concentration in Environmental Management, 1991

PROFESSIONAL ACHIEVEMENTS

- Presenter, CEQA Seminar, Lorman Education Services
- Presenter, CEQA Workshop, Association of Environmental Professionals
- Member, Association of Environmental Professionals
- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009
- Past Director/President/Newsletter Editor, Monterey Bay Area Chapter, Association of Environmental Professionals

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



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



Rose Ashbach, MS

ASSOCIATE BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Ashbach joined EMC Planning Group in 2023. Responsibilities include general biological field surveys; preparation of focused surveys/habitat assessments for special-status wildlife species; jurisdictional wetland and waterway delineation; regulatory agency coordination, permitting and compliance support; and the preparation of resources technical reports and CEQA/NEPA biological resource impact analysis.

Ms. Ashbach's skills include the preparation reports to regulatory agencies; direction of all aspects of habitat restoration projects; production of graphics through ArcGIS, and biological monitoring. Monitoring experience of rare plant and animal species includes: California red-legged frogs, Southwestern pond turtle, California tiger salamander, nesting birds, bats, dusky-footed woodrats, Monterey spineflower, etc.

Ms. Ashbach possesses over 15 years of experience in the field of Biology. She previously worked planning, permitting, and implementing large scale restoration projects throughout California with an emphasis in the Monterey Bay region. She conducted biological surveys in Monterey County, as well as throughout the Columbia River Watershed, and in the High Desert of Nevada. Rose has also worked as a science educator for middle school students and as a lecturer at California State Monterey Bay.

EDUCATION

M.S. California State University; Monterey Bay
Watershed Science and Policy

B.S. California State University; Humboldt
Biology, Minor in Spanish

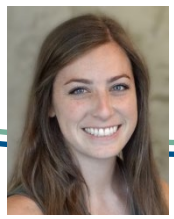
A.A. Monterey Peninsula College
Emphasis on Geology

CERTIFICATES AND TRAINING

- California Grass Identification (California Native Plant Society, 2023)
- California Tiger Salamander Training (Elkhorn Slough Training Program, 2023)
- Burrowing Owl Training (Elkhorn Slough Training Program, 2022)
- Western Snowy Plover Monitoring Training (Audubon, 2022)
- CNPS CEQA and NEPA Training (California Native Plant Society, 2011)
- ESRI GPS and GIS Certification
- Water Quality Training: Handheld multiparameter water quality meter

MASTER'S PROJECTS

- CSUMB Habitat Management Plan
- Water Policy and Conservation in the Monterey Bay Area
- Watershed Delineation for the City of Pacific Grove
- Macroinvertebrate Monitoring at Big Creek Reserve



Shoshana Lutz

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

Mrs. Lutz joined the firm in 2017 with the primary responsibility of writing and managing initial studies, environmental impact reports, and categorical exemptions in compliance with the California Environmental Quality Act (CEQA). Mrs. Lutz also prepares categorical exclusions under the National Environmental Policy Act (NEPA).

She has experience across a range of project types including residential and commercial development, school sites, recreation facilities, and coastal development/infrastructure. In addition to her environmental work, Mrs. Lutz provides private clients with permit processing and entitlement assistance as well as ongoing municipal planning assistance and representation at public meetings.

Prior to joining EMC Planning Group, Mrs. Lutz worked for the City of Carmel-by-the-Sea in the Community Planning and Building Department. Her responsibilities included assisting with preliminary plan check review for building and planning applications, conducting preliminary site assessments on residential properties, and conducting preliminary design reviews in residential and commercial areas.

EDUCATION

B.S. California State University Monterey Bay, Environmental Science Technology and Policy, Emphasis in Ecology and Natural Resources, 2014

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Vanessa Potter, MA, RPA

REGISTERED PROFESSIONAL ARCHAEOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Potter joined EMC Planning Group in June 2023 and is a Registered Professional Archaeologist (RPA) that meets the Secretary of Interior's Standards and Guidelines for her field.

Ms. Potter is responsible for conducting archaeological surveys, database inquiries, cultural sensitivity trainings, Sacred Lands records searches, assisting agencies with Native American consultation, leading archaeological testing, and making recommendations for listing through the California Register of Historical Resources (California Register) and the National Register of Historic Places (NRHP). Other responsibilities include preparing cultural resources sections of environmental documentation in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Ms. Potter has worked in Anthropology since 2000, and specializes in field archaeology, site protection, ethnography, osteology, artifact analysis, and data recovery curation. Previous work experience includes founding her own ethnography company. She also held positions within the anthropology departments of San Jose State University, The University of Arizona, The University of Hawaii, the Cultural Resources Department of California Parks and Recreation, and the National Park Service through the Great Basin Institute.

PROFESSIONAL AFFILIATIONS:

Society for California Archaeology

EDUCATION

M.A. San Jose State University, Applied Anthropology, 2010

B.A. University of Hawaii, Manoa; Anthropology, 2000

AWARDS

- Microgrant in Applied Anthropology from San Jose State University, 2009

PUBLICATIONS

Relocation, Assessment, and Limited Testing at Devils Postpile National Monument Sites, Madera County, California, 2025

An Inventory of Paleoindian Ornamentation, Current Research in the Pleistocene, Volume 22, 2005

Archaeology Monitoring Report, 157 Grand Avenue, Pacific Grove, Monterey County, California, Hotel Development, 2025.

A class III cultural resources survey of 5.36 acres near Cortaro Farms Road, Pima County, Arizona: Desert Son Survey, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 0.1 acres in Willcox, State Route 186: SR 186 Willcox ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 3.5 acres near State Route 77, for the Steam Pump Development, Oro Valley, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 6.9 acres for State Route 287 in Casa Grande, Arizona: SR 287 Casa Grande ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

Class III cultural resources survey of 54.35 acres near Snyder Hill Road and Desert Sunrise Trail: Snyder Hill Estates, Tucson Arizona: WestLand Resources, 2005

A class III cultural resources survey of 2.28 acres near River Road and First Avenue, Pima County, Arizona, 1090 East River Road due diligence, Tucson, Arizona: WestLand Resources, 2005

A class III cultural resources survey at the Highway 80 and Country Club 35-acre property, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 21 acres at Pima Mine Road, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 55 acres west of Benson, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

ELS Architecture and Urban Design Proposal

B

ATTACHMENT

August 15, 2025

Kylie Pope
Associate Planner
EMC Planning Group
601 Abrego Street
Monterey, CA 93940

Subject: Sand Retail Center Site Visualizations

Dear Kylie,

We greatly appreciate the opportunity to continue our work with EMC in Sand City as your team embarks on updating the General Plan. Based on your email on August 8th , this is an ideal opportunity for ELS and EMC to collaborate on long-term design thinking for the existing shopping centers at the north end of the city. ELS has worked with many cities across the country to better understand private commercial property that provides significant tax benefit to municipalities. As you know, retail is constantly changing, leaving many brick and mortar centers needing change to stay relevant, but without a roadmap that works for both retailers and cities. The centers that have remained successful today are those that have embraced adaptability—integrating experiential and service-oriented uses such as dining, fitness, health and wellness, and entertainment, alongside boutique retail that offers a unique, curated experience. Successful strip centers now function less as purely transactional shopping destinations and more as community-oriented hubs, designed for convenience, walkability, and social interaction. They often leverage strong food-and-beverage offerings, outdoor gathering spaces, and flexible tenant spaces that can evolve with market demands, ensuring long-term viability in a competitive and rapidly changing retail environment.

The planning effort will begin with a comprehensive site analysis, assessing current building conditions, tenant mix, pedestrian and vehicular circulation, infrastructure capacity, parking layouts, and connections to surrounding neighborhoods and regional destinations. This analysis will identify opportunities to reimagine the centers as more flexible, mixed-use environments that can evolve alongside shifts in retail, housing, and workplace patterns. Conceptual design scenarios will explore a range of strategies, from incremental upgrades and reconfigurations to phased redevelopment, integrating public space, community-serving uses, and sustainable infrastructure improvements.

ELS's decades of experience working with private property owners as well as government entities positions us well to balance the competing interests to provide planning solutions that benefit all. Studying the long-term potential of these two prominent commercial sites will help direct future investment and ensure the property continues to be a community resource while continuing to add tax dollars to the City coffers.

Scope
The two commercial sites included in these studies are the Costco-anchored Sand Dollar Shopping Center at 801 Tioga Ave and just to the north, the Target-anchored Edgewater Shopping Center at 2040 California Ave. ELS will meet with the City, property owners if available, and EMC to discuss the potential of each center as it relates to the following considerations:

- Long-term retail outlook: how long are the existing leases for tenants, and based on industry knowledge and trends, how is retail expected to grow, change or shrink over the next twenty years?

- Does the owner have any long-term plans for site development that would affect the overall outcome of each center?
- Parking and circulation: what is working today, and what needs to be improved? How does California Avenue play into the larger masterplan thinking with the Sand Dollar Shopping Center?
- What are key mixed-use opportunities to grow these commercial properties into long-term successes?

Once we've met with the stakeholders, the ELS team will develop draft vision masterplans for the two sites that will focus on creating a forward-looking vision that ensures their long-term economic vitality, adaptability, and relevance over the next 20 years. The scope will also examine the influence of current and emerging technologies on retail and community life. Factors such as the continued rise of telecommuting and video conferencing—reducing daily commuting but increasing demand for walkable local amenities—will be considered alongside the growing prevalence of same-day retail delivery, which can alter store size needs, inventory management, and back-of-house logistics. These changes have direct implications for parking lot usage, which may transition from car-centric layouts to more flexible, multi-functional spaces incorporating micro-mobility, green infrastructure, and community gathering areas. The plan will address how evolving mobility trends, e-commerce logistics, and digital connectivity can be leveraged to enhance community livability, improve access, and foster vibrant, adaptable destinations that continue to support retail destinations and legacy tenants.

The ELS will study will take into account existing zoning standards, the General Plan, housing element and other planning documents to give a full picture to what is possible, and where current policy may be at odds with how best to develop the project over the decades that follow. The master plan concepts will take into consideration phasing the work over years to create a realistic implementation that continues to provide the parking and circulation for the existing tenants while making room for new users. Identifying a developable path is critical to making the master plan approach viable, maintaining value throughout phased construction for both the property owner and city.

The team will start the design process with 2D master plan options for EMC and the city to review. Once comments have been incorporated, ELS will prepare 3D massing models of each site depicting a potential outcome for each site. After review and comment of these studies, the ELS team will prepare a final masterplan and sketch phased diagrams showing how the master plan can be implemented over time. Finally, ELS will prepare a 3D rendering for each site that illustrates the potential vision for these properties, providing the city with important collateral to generate public interest and give property owners a vision that is vetted with their success in mind.

We anticipate this process will take about 8 weeks. The fee includes zoom meetings as needed and two rounds of comments. We've included one day of in-person meetings in Sand City if needed.

Deliverables

- 2D Draft master plan concepts for each commercial site
- One 3D massing model option for each commercial site
- One 3D rendering for each commercial site (2 total)

Fees

ELS will complete the vision studies for a lump sum of **$39,500.**

Included in this fee is $500 for reimbursables which should be more than enough to cover any necessary costs. Reimbursables shall include actual expenditures made in the interest of the project, in the following categories:

1) Expense of transportation in connection with out-of-town travel.

2) Long-distance communications and facsimiles.

3) Reproduction and photography (excluding the photography included in the base scope).

4) Postage, shipping and delivery.

5) Fees paid for securing approval of authorities having jurisdiction over the project.

We look forward to working with EMC on another great project, and look forward to our continuing collaboration in Sand City on this important visioning exercise. Providing visions of potential development of commercial properties will help city and property owners to plan appropriately for a future where these two sites continue to thrive and have potential to grow as mixed-use centers. Please do not hesitate to call us if you have any questions regarding our proposal.

Sincerely,
ELS Architecture and Urban Design



David Masenten, AIA, LEED BD+C

Principal

Kosmont Companies Proposal

C

ATTACHMENT

Kosmont and Associates, Inc., dba Kosmont Companies

Since 1986 – 39 years in Business - www.kosmont.com

Physical/Headquarters: 2301 Rosecrans Ave., Ste. 4140, El Segundo, CA 90245

Mailing: 1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266

Kosmont provides services to Clients in-person, virtually from satellite locations, and from the El Segundo headquarters across the Western U.S.

Kosmont Companies ("Kosmont"), **a certified Minority Business Enterprise ("MBE") and certified Small Business Enterprise ("SBE")**, is a real estate, finance, and economic development services firm offering a full range of real estate and financial advisory, economic development strategies/plans, retail/business strategies, project finance, transaction structuring, negotiations, market analysis, feasibility studies, special district analysis, community outreach/project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 by Larry J. Kosmont, Chairman and CEO, is nationally recognized and has been financially stable throughout the firm's history. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects.

With reference to this assignment, Kosmont has previously worked with or is actively engaged in projects with several nearby cities including Seaside, Monterey, Salinas, and cities in Santa Cruz County too, to name a few. Therefore, Kosmont is well acquainted with the local and regional economic landscape of the City of Sand City. This deep understanding of the area positions us to mobilize quickly and deliver substantial value on this assignment. Kosmont is available and ready to integrate our established ability, strengths, seasoned experience, and hands-on approach to deliver the requested consulting services when called upon.

What sets Kosmont apart is our understanding of how economics relates to future project shaping, as well as our understanding of both the public and private sectors. Rather than just write reports, Kosmont believes in a comprehensive approach to advisory services that Analyzes, Strategizes, and Implements. A brief highlight of our services is as follows.

Economic Development Consulting Services

- Economic Development Strategies (EDSP/CEDS)
- Kosmont Retail Now!® Platform
- Special Districts (EIFD, CRIA, CRD, CFD)
- Downtown Revitalization
- Asset Management Plans
- Developer Selection RFQ/RFP & DDA/ENA
- Sustainable Economic Development
- ROPS & RDA Dissolution Advisory Services

Land Use/Zoning and Community Planning Services

- Development Opportunity Reserve (D.O.R.)®
- Sales Tax Assessment Revenue (STAR*)®
- Other Zoning & Implementation Strategies for Economic Development

Planning and Development Services

- Project Evaluation
- Project Financials & Pro-Forma Assessment
- Property Acquisition/Leasing
- Land Use/Entitlements
- Due Diligence Reports

Real Estate Economics & Financial Advisory Services

- Fiscal & Economic Impacts
- Project Economics, Highest & Best Use (HBU) & Market Studies
- Public & Private Financing Structures
- Affordable Housing (Pro Forma, Housing Element, Negotiations, Feasibility)

Kosmont's Mission Statement is the pursuit of four pillars of strength: Innovation, Integrity, and Intelligence. We are on the cutting edge of products and services; we achieve financial success for our public and private sector clients, we are committed to community prosperity and quality of life, and our professional standards are of the highest caliber.

Kosmont also provides various integrated services through two independent and affiliated firms: Kosmont Realty ("KR") and Kosmont Financial Services ("KFS"). KR is a full service and licensed real estate brokerage firm and KFS is a public finance firm providing financial advisory services, and is registered with the SEC.

ATTACHMENT A

Kosmont Companies
2025 Public Agency Fee Schedule

Professional Services

President	$425.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$395.00/hour
Vice President/Project Advisor	$295.00/hour
Senior Project Analyst	$205.00/hour
Project Analyst/Project Research	$195.00/hour
Assistant Project Analyst/Assistant Project Manager	$165.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Clerical Support	$ 80.00/hour

Additional Expenses

In addition to professional services (labor fees):

1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
2) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
4) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.

Hexagon Transportation Consultants Proposal

D

ATTACHMENT

August 14, 2025

Ms. Teri Wissler Adam
EMC Planning Group
601 Abrego Street
Monterey, CA 93940

Re: Proposal to Prepare a Transportation Analysis for the General Plan Update for Sand City, CA.

Dear Ms. Adam:

Hexagon Transportation Consultants, Inc. is pleased to submit this proposal to prepare a Transportation Analysis for the General Plan Update for Sand City, CA. The amount of development proposed under the General Plan Update project is not finalized yet. At the time of this proposal, Hexagon understands that the additional development is around 192 residential units (above and beyond the Housing Element Update), and minimal commercial uses. If the proposed development changes considerably requiring scope changes, Hexagon will provide an additional service proposal to cover those items.

The tasks proposed in the scope are identified below.

1. ***Summary of Existing Roadway Characteristics.*** Hexagon will document existing roadway characteristics of major roadways within Sand City. This task does not include any roadway volume or speed data collection. as well as collision analysis.

2. ***Intersection LOS Analysis***. Since the project description is not finalized yet, Hexagon preliminarily proposes to evaluate intersection LOS for 4 intersections. Hexagon will work with City staff to determine the study intersections.

   New intersection turning movement counts will be collected at all 4 study intersections during the AM peak period (7-9 AM) and PM peak period (4-6 PM). Field observations will be conducted to ensure existing LOS matches observed field conditions.

3. ***Cumulative Condition LOS Analysis.*** Hexagon will forecast intersection traffic volumes under the proposed General Plan buildout scenario using the AMBAG travel demand forecast model. A without-project scenario will also be created. The with-project scenario will be compared to the without-project scenario to determine the effect of the proposed General Plan Update on intersection operations. Improvements will be identified in consultation with City staff.

4. ***VMT.*** Hexagon will utilize the AMBAG travel demand model to evaluate SB 743 VMT for the residential component of the project. It is assumed that the commercial component of the project will be minimal and can be screened from VMT evaluation. VMT mitigation, if needed, will be discussed.

5. ***Other CEQA Transportation Checklist Items.*** Hexagon will evaluate the project in relation to the CEQA Transportation checklist and provide our analysis in the report.

6. ***Emerging Technology's Effect on Transportation.*** Hexagon will provide a qualitative discussion on emerging technology's effect on the transportation network. Hexagon will conduct light research as needed. The discussion will cite publications and research findings, instead of opinions from Hexagon.

7. ***Reports***. Our findings and recommendations will be summarized in a draft memorandum. Hexagon will respond to editorial comments on the draft and prepare a final memorandum.
8. ***Response to Public Comments.*** This task includes the budget for Hexagon staff to respond to VMT-related comments on the initial study/mitigated negative declaration.

Time of Performance

Barring any unforeseen delays, an administrative draft memorandum will be submitted approximately four weeks after (1) authorization to proceed, and (2) finalized project description. The final report will be delivered one week after receipt of all review comments.

Cost of Services

The fee for the scope of services will be based on time and expenses up to a maximum budget of $25,000.

We appreciate your consideration of Hexagon Transportation Consultants for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,
HEXAGON TRANSPORTATION CONSULTANTS, INC.

Ollie Zhou, T.E.
Vice President

WJV Acoustics Inc. Proposal

E

ATTACHMENT

wjv acoustics

August 8, 2025

Ms. Kylie Pope
Associate Planner
EMC PLANNING GROUP INC.
601 Abrego Street
Monterey, California 93940

RE: SAND CITY NOISE ELEMENT, GENERAL PLAN UPDATE AND EIR

Dear Ms. Pope:

Based upon our discussion and the information you have provided and a review of the City's Request for Proposals, WJV Acoustics, Inc. (WJVA) is pleased to submit the following proposal to prepare a noise study for an updated Noise Element of the Sand City General Plan and associated EIR. Following is a summary of our proposed scope of services, fee, and schedule for completion.

Scope of Services:

1. Prepare an assessment of existing and future noise levels in the plan area as required by Government Code Section 65302(f). This will include state highways and major local streets, and local agricultural and commercial/industrial sources. It is assumed that traffic volume input data will be provided by other members of the project team. Aircraft noise exposure information (if applicable) will be obtained from existing documents.

2. Conduct noise monitoring to document existing ambient noise levels at representative locations within the plan area. Continuous ambient noise level monitoring will be conducted for a minimum of 24-hours concurrently at up to two (2) representative locations using automated noise monitoring equipment. Additional short-term sampling of ambient noise levels will be conducted at up to eight (8) additional sites. Noise measurements will be conducted using ANSI Type 1 (precision) sound level meters in terms of A-weighted sound levels. Community noise survey monitoring sites will be selected by WJVA in coordination with the City and other members of the project team.

The information developed during the performance of this task will be used to prepare the setting (existing conditions) section of the CEQA documents being prepared by others for the project.

3. Review existing General Plan goals, policies and implementation measures related to noise, and recommend modifications/additions as may be appropriate. This will include a review of the existing Noise Element (2002) and other relevant documents. Provide ongoing project coordination with the project team as may be required.

4. Prepare a report that describes the noise assessment methodology, existing noise exposure conditions, future noise exposure conditions, and recommended policies and implementation measures of the Noise Element of the Updated General Plan.

5. Assist the project team with preparation of the noise section of CEQA documentation required for the Noise Element Update. Identify and discuss in general terms feasible noise mitigation measures to minimize potential significant project-related noise impacts. Respond to comments from the City and other interested parties and assist with preparation of the draft and final CEQA documents.

6. Respond to comments on the noise section of the Draft EIR. If required, and for an additional fee (based upon the attached fee schedule), attend meetings or hearings to answer questions pertaining to the noise analysis.

Fee:

WJVA proposes to provide the above-described services for a total fee of $10,850, including expenses. Full payment for services rendered will be due upon delivery of the completed report.

Schedule For Completion:

Work will be scheduled for completion in compliance with the overall project schedule, assuming the timely receipt of project information (including the traffic study) and the notice to proceed.

We are looking forward to the possibility of working with you on this project. Please do not hesitate to contact me at (559) 627-4923 or walter@wjvacoustics.com if you have any questions or would like additional information.

Sincerely,

WJV ACOUSTICS, INC.



Walter J. Van Groningen
President

WJV:wjv

Enclosure: Fee Schedule

wjv acoustics

FEE SCHEDULE

WJV Acoustics, Inc.
January 1, 2024

Labor: Time spent on behalf of a client is charged as follows:

Principal Consultant:	$185/hour
Consultant:	$160/hour
Technician:	$95/hour
Clerical:	$85/hour

Time spent includes travel to/from WJVA's Visalia office.

A surcharge of 50% over the above rates will be charged for expert witness testimony.

Direct Charges: Direct charges include actual costs for travel, lodging, meals, mileage, equipment fees, computer services, printing and similar costs. Mileage is charged at the standard IRS rate.

Retainer: A retainer of up to 50% of the total fee may be required for new clients or jobs where initial expenses are anticipated to exceed $500.

Note: A Finance Charge of 1% per month, which is 12% per annum, may be charged on accounts not paid within 30 days of invoice.

Relevant Projects

F

ATTACHMENT

City of Carmel-by-the-Sea 6th Cycle Housing Element Update, Safety Element Update, and CEQA Compliance







EMC Planning Group prepared the 2023 - 2031 Housing Element for the City of Carmel-by-the-Sea's 6th Cycle, along with the Safety Element. The Housing Element achieved certification from the California Department of Housing and Community Development (HCD). EMC Planning Group worked with the City on community outreach efforts such community meetings, the gathering of stakeholder and community feedback, identifying sites for affordable housing production, and crafting policies and programs, including anti-displacement and fair housing strategies that directly identify and respond to the needs of the City's most vulnerable residents. EMC Planning Group also completed the accompanying CEQA compliance review.

EMC Assigned Staff

HOUSING TEAM
Anastazia Aziz, AICP, Principal
Kailon Thompson, MS, Associate Planner
Kylie Pope, MSP, Associate Planner

CEQA TEAM
Teri Wissler Adam, Senior Principal
Janet Walther, MS, Principal Biologist
Shoshana Lutz, Senior Planner

Location

Carmel-by-the-Sea, CA

Client

City of Carmel-by-the-Sea
PO. Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2000

Contact

Marnie Waffle, AICP
Principal Planner
mwaffle@ci.carmel.ca.us
(831) 620-2057

Project Duration

2023 - 2024

Budget

Housing & Safety Elements
$371,931.00
CEQA Compliance
$40,455.00

City of Guadalupe 2042 General Plan Update and CEQA Documentation











Award-winning Project: Comprehensive Plan - Small Jurisdiction Award of Excellence, American Planning Association California Chapter, Central Coast Section (2023)

EMC Planning Group prepared the *City of Guadalupe 2042 General Plan Update and CEQA documentation*. The Plan Update was adopted by the City Council in November 2022. Partially located in the Coastal Zone, Guadalupe is a city of 8,346 residents located in northern Santa Barbara County, and is situated in the heart of the fertile Santa Maria Valley, an agricultural region of statewide importance. *The Guadalupe 2042 General Plan Update and CEQA Documentation* builds on background research and public workshops conducted by Cal Poly students and included updates to mandated elements addressing land use, circulation, conservation, open space, noise, safety, and air quality; new land use and circulation diagrams; an environmental justice element; and updates to optional economic development, community design, historic preservation, and public facilities elements.

EMC Assigned Staff

HOUSING TEAM
Michael Groves, AICP, Senior Principal

CEQA TEAM
Teri Wissler Adam, Senior Principal
Ron Sissem, MRP, Senior Principal
Shoshana Lutz, Senior Planner
Zane Mortensen, MS, Senior Planner

GIS/GRAPHICS TEAM
Matt Papurello, GIS/Graphics Technician

Location

Guadalupe, CA

Client

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
(805) 356-3891

Contact

Todd Bodem, City Administrator
918 Obispo Street
Guadalupe, CA 93434
(805) 356-3891
tbodem@ci.guadalupe.ca.us

Project Duration

August 2020 - March 2023

Budget

$223,613.00

San Benito County 2035 General Plan Update including the Safety Element and EIR







EMC Planning Group completed the San Benito County 2035 General Plan Update (includng the Safety Element) and associated EIR. Prior to hiring EMC Planning Group, the County of San Benito terminated its General Plan Update consultant team after completing and circulating the draft General Plan and draft EIR. The EMC Planning Group team was responsible for revisions to the draft General Plan consistent with the County Board of Supervisors' policy direction and revisions to the draft EIR and preparation of a final EIR consistent with the updates to the draft General Plan. EMC Planning Group also provided County staff support by preparing staff reports and resolutions, including CEQA findings of fact and a statement of overriding considerations. Important issues addressed in the General Plan Update and EIR include protection of agricultural land and rural identity while accommodating for economic and social growth; increased population growth projections and associated noise and traffic projections; new health and safety policies; and, additional land use mapping revisions.

EMC Assigned Staff

Michael Groves, AICP, Senior Principal/Principal-in-Charge

Location

County of San Benito

Client

County of San Benito
2301 Technology Parkway, 1st Floor
Hollister, CA 95023
(831) 637-5313

Year Completed

2015

Contact

Abraham Prado, Director of Planning and
Building Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023
aprado@cosb.us
(831) 902-2273

Budget

$242,500.00

City of Newman 6th Cycle Housing Element Update and CEQA Compliance







EMC Planning Group prepared the 2023 - 2031 Housing Element for the City of Newman's 6th Cycle. The City had an unaccommodated need of 305 units from the 5th cycle housing element, making the 6th cycle more complex and bringing the Regional Housing Needs Allocation (RHNA) to 1,353 units. EMC Planning Group performed additional research and data collection due to limited permanent planning staff at the City. EMC Planning Group also assisted the City with holding community meetings, gathering stakeholder and community feedback, identifying sites for affordable housing production, and crafting policies and programs that directly identify and respond to the needs of the City's residents.

Due to seamless coordination with City staff, productive engagement with the California Department of Housing and Community Development (HCD), and robust public outreach to ensure community-driven solutions, the Housing Element received a substantial compliance letter in September 2024. An initial study was also conducted to evaluate the environmental impacts associated with development of 24 housing opportunity sites. The environmental analysis focused on the following air quality, biological resources, cultural resources, energy, greenhouse gas emissions, transportation and tribal cultural resources.

EMC Assigned Staff

HOUSING TEAM

Michael Groves, AICP, President & Senior Principal
Anastazia Aziz, AICP, Principal
Kailon Thompson, MS, Associate Planner
Kylie Pope, MSP, Associate Planner

CEQA TEAM

Teri Wissler Adam, Senior Principal
Ron Sissem, MRP, Senior Principal
Janet Walther, MS, Senior Biologist
Zane Mortensen, MS, Associate Planner

Location
Newman, CA

Client
City of Newman
938 Fresno Street
Newman, CA 95360
(209) 862-3725

Contact
Michael Holland
City Manager
mholland@cityofnewman.com

Year Completed
2024

Budget
Housing & Safety Element Updates
$276,150.00
IS/MND
$52,760.00

Previous Projects Completed for the City of Sand City

G

ATTACHMENT

Sand City 6th Cycle Housing Element Update, CEQA Compliance, and Implementation







EMC Planning Group prepared the 2023 - 2031 Housing Element for the City of Sand City's 6th Cycle, which was certified by the Department of Housing and Commuinty Development (HCD) in July 2024. Implementation of the Housing Element is ongoing and includes updating definitions and procedures, and adopting new housing ordinances in compliance with state law. A ProHousing Designation was submitted to HCD which will make the City eligible to receive additional grant funding.

Sand City's Regional Housing Needs Allocation (RHNA) is 260 units. Sites were identified for affordable housing production, including city-owned sites targeted for low-income artists. Community outreach activities included staffing the West End Festival, holding community meetings, gathering stakeholder and community feedback, and crafting policies and programs that directly identify and respond to the needs of the City's most vulnerable residents. An equity and displacement analysis was also completed and a range of anti-displacement programs were developed, including weatherization, multi-generation housing units, expansion of housing choice vouchers, and fair housing outreach. EMC Planning Group also completed the accompanying CEQA Exemption, and successfully obtained a Permanent Local Housing Allocation grant that the city is using to pursue the construction of low-income housing.

EMC Assigned Staff

Michael J. Groves, AICP, President & Senior Principal

Anastazia Aziz, AICP, Principal

Kylie Pope, MSP, Associate Planner

CEQA TEAM -Teri Wissler Adam, Senior Principal

Location

Sand City, CA

Client

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
831.394.3054

Contact

Vibeke Norgaard
City Manager
vibeke@sandcityca.org
(831) 394-3054

Year Completed

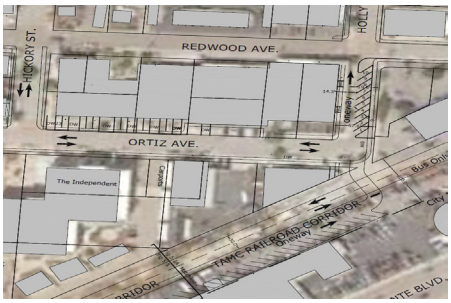
Housing Element Certification
October 2022 - July 2024
Implementation - 2025

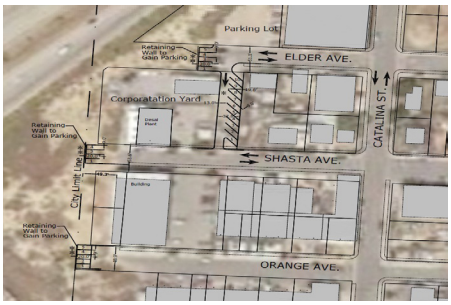
Budget

Housing Element Preparation, $298,000.00
Implementation, $170,000.00

Sand City West End Parking Plan







EMC Planning Group prepared a parking plan to identify parking solutions that would accommodate anticipated land uses within the City's West End District. The project included an analysis of existing supply and demand, projected demand, planning specific parking locations to accommodate future demand, and suggested changes to the City's code to etter accommodate parking in the West End District.

The adoped plan identified locations where additional parking could be provided through various means of infrastructure improvements. These parking improvements in each location were assigned a preliminary budget for eventual inclusion in the City's Annual Capital Improvement Program (CIP) for City Council implementation.

EMC Assigned Staff

Michael J. Groves, AICP - President & Senior Principal/Principal-in-Charge

EMC Assigned Staff (Retired)

Richard James, Senior Principal
Sally Rideout, EMPA - Principal

Location

Sand City, CA

Client

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054

Contact

Vibeke Norgaard, City Manager
(831) 394-6700
vibeke@sandcityca.org

Project Duration

2020 - 2024

Budget

$120,488.00

Sand City SB-1 Grant Funding Application and Sustainable Transportation Plan Preparation, and IS/MND








EMC Planning Group retained by the City of Sand City to prepare a sustainable transportation plan. The firm also prepared a grant application for SB-1 funding, and the City was awarded a grant of $185,000 to prepare the plan. The Plan was designed to complete gaps in the circulation system for bicyclists, pedestrian, and the mobility-challenged, including improvements to transit access. The effort included on-the-ground evaluations, and outreach with the public, a citizen's advisory committee, and transportation agencies.

EMC Planning Group also prepared an initial study and negative declaration for the Sand City Sustainable Transportation Plan. The analysis focused on the following construction-related impacts: air quality, noise, biological resources, and cultural resources. The initial study indicated that the proposed project had the potential to result in significant adverse environmental impacts. However, the mitigation measures identified in the initial study would reduce the impacts to a less than significant level.

EMC Assigned Staff

Michael J. Groves, AICP, Senior Principal
Janet Walther, MS, Principal Biologist
Stuart Poulter, AICP, MCRP, Senior Planner
Patrick Furtado, MS, Senior Biologist
Matthew Papurello, Assistant Planner, GIS & Graphics Technician

Location

Sand City, CA

Client

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

Contact

Vibeke Norgaard, City Manager
(831) 394-6700
vibeke@sandcityca.org

Year Completed

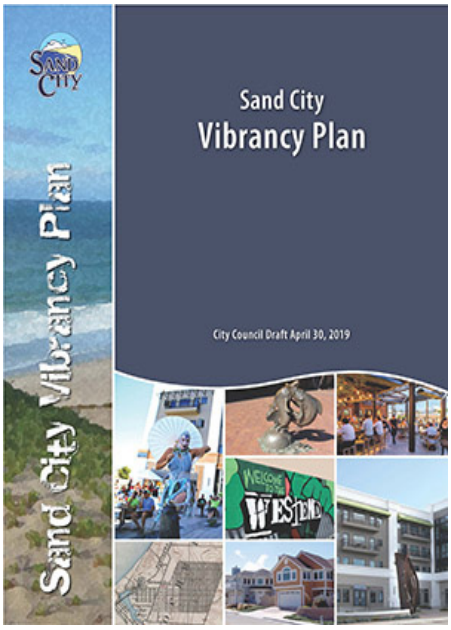
2022

Budget

$185,000.00

Sand City Vibrancy Plan





Award-winning Project: Economic Planning and Development Award of Merit, American Planning Association California Chapter, Northern Section (2020)

EMC Planning Group prepared a vibrancy plan to guide how the City can transition it's West End District warehousing and service commercial uses to one with a vibrant street life and destination uses. Enhanced vibrancy is promoted through encouraging mixed use development with active ground floor uses, enhancing walkability, promoting arts uses and affordable art spaces and housing, building upgrades, and a range of other actions. The plan included analyses of land use, economic development, displacement and housing affordability. The plan set forth a prioritized implementation strategy that includes short- and long-term projects and programs intended to guide a gradual transformation, with both public and private investment.

An extensive outreach and community involvement effort was conducted. A technical advisory committee was assembled that included land and business owners, residents, artists, and two City Council members. For three years, the City staffed a booth at the popular West End Celebration to publicize the effort and solicit pubic opinions. The City held a design workshop that drew 40 people (the City's population was about 300 at the time). A variety of hands-on activities were hosted at a series of design tables, including a design-a-street exercise, preference surveys, and a backdrop on which to visualize gateway signs. The public was kept informed with a dedicated web page and City newsletter articles.

Location
Sand City, CA

Client
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Tel 831.394.3054

Year Completed
March 2016- June 2019

Budget
$226,000.00

EMC Assigned Staff
Michael Groves, AICP, Senior Principal
Stuart Poulter, AICP, MCRP, Principal Planner
Shoshana Lutz, Senior Planner

EXHIBIT B

FEE SCHEDULE

City of Sand City General Plan Update													
Task	EMC Planning Group Inc.												
	Senior Principal	Principal	Principal Planner	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Associate Biologist	Graphics	Production Manager	Admin./ Production		
Billing Rate (Per Hour)	$295.00	$275.00	$245.00	$225.00	$195.00	$145.00	$245.00	$185.00	$150.00	$165.00	$125.00	Total Hours	Total Cost
Task 1 Project Management and Consultation	50	25	100	10	75	0	0	0	0	0	0	260	$63,000.00
Task 2 Community Outreach Strategy (including dedicated project webpage)	10	10	25	50	50	0	0	0	16	0	35	196	$39,600.00
Task 3 Existing Conditions Report	5	7	25	10	50	20	4	16	20	6	1	164	$32,480.00
Task 4 Alternatives Development (including visioning workshops)	35	20	20	15	70	0	0	0	20	3	0	183	$41,245.00
Task 5 Administrative Draft General Plan Update	5	5	10	0	15	0	0	0	8	3	0	46	$9,920.00
Task 5.1 Administrative Draft Air Quality Element	5	5	15	60	5	0	0	0	6	4	0	100	$22,560.00
Task 5.2 Administrative Draft Circulation & Public Facilities Element	15	10	40	5	55	0	0	0	25	10	0	160	$34,225.00
Task 5.3 Administrative Draft Conservation Element	10	5	15	0	20	10	50	20	16	7	0	153	$32,855.00
Task 5.4 Administrative Draft Environmental Justice Policies and Programs	10	8	18	0	25	0	0	0	0	4	0	65	$15,095.00
Task 5.5 Administrative Draft Land Use Element	20	15	30	15	80	0	0	0	24	10	0	194	$41,600.00
Task 5.6 Administrative Draft Noise Element	15	0	10	80	0	0	0	0	12	10	0	127	$28,325.00
Task 5.7 Administrative Draft Open Space Element	20	5	15	0	80	0	0	0	20	10	0	150	$31,200.00
Task 5.8 Administrative Draft Safety Element	20	10	46	20	50	0	0	0	20	10	0	176	$38,820.00
Task 6.1 Public Review Draft General Plan	35	5	25	20	120	0	0	0	25	24	0	254	$53,435.00
Task 6.2 Public Hearings – City Council and the Community	20	0	15	0	20	0	0	0	15	3	4	77	$16,720.00
Task 7.1 Notice of Preparation	2	0	0	8	0	0	0	0	0	0	2	12	$2,640.00
Task 7.2 Tribal Consultation	2	0	0	0	0	4	0	0	0	0	2	8	$1,420.00
Task 7.3 Administrative Draft EIR	32	0	0	226	72	38	17	36	16	8	2	447	$94,635.00
Task 7.4 Public Review Draft Program EIR, Noticing and Distribution	4	0	0	24	8	0	0	0	1	0	2	39	$8,540.00
Task 7.5 Administrative Final Program EIR	8	0	0	40	0	2	4	4	0	8	8	74	$15,690.00
Task 7.6 Final Program EIR and MMRP	4	0	0	8	0	0	0	0	0	4	2	18	$3,890.00
Task 7.7 CEQA Findings and SOC	4	0	0	24	0	0	0	0	0	0	1	29	$6,705.00
Task 7.8 Public Hearings	5	0	0	10	0	0	0	0	0	0	1	16	$3,850.00
Task 7.9 Notice of Determination	1	0	0	0	0	0	0	0	0	0	1	2	$420.00
Task 8 Final Draft General Plan	25	5	30	10	10	0	0	0	20	16	4	120	$26,440.00
Subtotal (Hours)	362	135	439	635	805	74	75	76	264	140	65	Total Hours	Total Cost
Subtotal (Cost)	$106,790.00	$37,125.00	$107,555.00	$142,875.00	$156,975.00	$10,730.00	$18,375.00	$14,060.00	$39,600.00	$23,100.00	$8,125.00	3,070	$665,310.00

Additional Costs	
Additional Production and Graphic Costs (Final Document Design)	$5,000.00
Travel Costs (Workshops and On-site Meetings/Outreach)	$2,000.00
Postal/Deliverables	$500.00
Miscellaneous	$500.00
Administrative Overhead 15%	$1,200.00
Total	$9,200.00

Subconsultant Fees	
Hexagon Transportation Consultants (GP Update and EIR)	$25,000.00
WJV Acoustics (GP Update and EIR)	$10,850.00
ELS (GP Update Visioning)	$39,500.00
Kosmont Companies (GP Update Economics & Real Estate Policy/Program Development)	$25,000.00
Subconsultant Overhead 15%	$15,052.50
Total	$115,402.50

Total Costs	$789,912.50

Suggested Contingency	
Contingency 15%	$118,486.88
Total	$118,486.88

Total costs including contingency	$908,399.38

Optional Task	
Environmental Justice Element	$30,600.00
Total	$30,600.00

NOTE: If a program level EIR is determined to not be necessary and an IS/MND is, instead prepared, there will be a cost savings.

ATTACHMENT A

Kosmont Companies
2025 Public Agency Fee Schedule

Professional Services

President	$425.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$395.00/hour
Vice President/Project Advisor	$295.00/hour
Senior Project Analyst	$205.00/hour
Project Analyst/Project Research	$195.00/hour
Assistant Project Analyst/Assistant Project Manager	$165.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Clerical Support	$ 80.00/hour

Additional Expenses

In addition to professional services (labor fees):

1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
2) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
4) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.

wjv acoustics

FEE SCHEDULE

WJV Acoustics, Inc.
January 1, 2024

Labor: Time spent on behalf of a client is charged as follows:

Principal Consultant:	$185/hour
Consultant:	$160/hour
Technician:	$95/hour
Clerical:	$85/hour

Time spent includes travel to/from WJVA's Visalia office.

A surcharge of 50% over the above rates will be charged for expert witness testimony.

Direct Charges: Direct charges include actual costs for travel, lodging, meals, mileage, equipment fees, computer services, printing and similar costs. Mileage is charged at the standard IRS rate.

Retainer: A retainer of up to 50% of the total fee may be required for new clients or jobs where initial expenses are anticipated to exceed $500.

Note: A Finance Charge of 1% per month, which is 12% per annum, may be charged on accounts not paid within 30 days of invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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