

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, NOVEMBER 3, 2026

5:30 PM

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

City Council Regular Meeting - Tuesday, November 3, 2026
5:30 PM

Sand City meetings are conducted in person at City Hall Council Chamber. Members of the public may also observe the meeting remotely through Zoom.

To participate in person:
City Hall Council Chamber
1 Pendergrass Way
Sand City, CA 93955

To participate via Zoom:
Join the meeting:
https://us02web.zoom.us/j/88349100938
Webinar ID: 883 4910 0938

To participate telephonically:
(669) 900-6833

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 Chamber 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 a Resolution Recognizing November 15-21, 2026, as Restorative Justice Week
Mayor's Memo
Resolution

5B. Approve the City Council Meetings and Events Calendar for 2027
Staff Report
Calendar

5C. Approve a Resolution Approving a Second Amendment to the Professional Services Agreement with Whitson Engineers for the Sand City Coastal Trail 30% Schematic Design
Staff Report
Map Showing Sand City Trail Alignment
Second Amendment PSA
Exhibit A
Exhibit B
Resolution

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

9. NEW BUSINESS

9A. Approve a Resolution Approving an Agreement for the Use of Real Property with the Transportation Agency for Monterey County for the Multi-Use Trail Project
Staff Report
Resolution
Agreement-Exhibit A to Resolution

9B. Approve a Resolution Authorizing the City Manager to Execute a Maintenance Agreement for Stormwater Control Measures with Don Chapin Company, DBA Greenline, in an Amount not to Exceed $492,580
Staff Report

Resolution
Agreement
Exhibit A
Exhibit B
Map of Location of SCMs

9C. Approve a Resolution Adopting a Code of Conduct for the City Council and City Committees
Staff Report
Resolution

9D. Approve a Resolution Proclaiming the Threatened Existence of a Local Emergency Due to the Developing 2026-2027 El Niño Event
Staff Report
Resolution
Governor's Proclamation of a State of Emergency

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 a Resolution Recognizing November 15-21, 2026, as Restorative Justice Week

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: November 3, 2026

Re: Mayor's Proclamations-Resolutions

This is a request for your consideration and approval of the attached resolution listed below:

- Restorative Justice Week

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY RECOGNIZING NOVEMBER 15-21, 2026, AS RESTORATIVE JUSTICE WEEK

WHEREAS, in the face of crime or conflict, restorative justice offers a philosophy and approach that views these matters principally as harm done to people and relationships; and

WHEREAS, restorative justice approaches strive to provide support and opportunities for voluntary participation and communication between those affected by crime and conflict (victims, offenders, and community) to encourage accountability, reparation, and movement towards understanding, feelings of satisfaction, healing, and inclusion; and

WHEREAS, restorative justice in the schools is a collaborative program between the administration, faculty, families, and the entire student body; and

WHEREAS, the Victim Offender Reconciliation Program has had an 87% success rate, measuring that youth who go through the program do not reoffend; and

WHEREAS, restorative justice programs benefit Sand City youth, adults, retailers, victims of crime, and the Sand City community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City does hereby recognize November 15-21, 2026, as Restorative Justice Week in Sand City, California.

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

AGENDA ITEM
5B.

Approve the City Council Meetings and Events Calendar for 2027

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kerry Lindstrom, City Clerk
SUBJECT: Approval of Calendar of City Council Meetings & Events for 2027
DATE: November 3, 2026

BACKGROUND/DISCUSSION:
Sand City Municipal Code Chapter 2.04 states that the Council and Successor Agency meet regularly on the first and third Tuesdays of every month and provides that this schedule may be adjusted (SCMC section 2.04.010). The attached proposed calendar provides for City Council meetings on the first and third Tuesdays of the month with some exceptions.

In keeping with past practice, due to holidays and the National League of Cities and California League of Cities conferences, several meetings are proposed to be cancelled as indicated on the calendar. Staff will update the calendar in the event of the cancellation of an additional council meeting, approved by Council.

The calendar will be posted on the City's website.

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 associated with this item.

RECOMMENDATION:
Adopt the proposed calendar of City Council Meetings for 2027.

ATTACHMENTS:
1. 2027 Meeting & Events Calendar

Sand City Meeting & Events Calendar

2027

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

City Council Regular Meetings – First and Third Tuesdays of the Month

Public Safety Committee - Second Tuesday of March, June, September, and December

City Barbecue – May 15, 2027

West End Celebration – August 21-22, 2027

Tree Lighting Ceremony – December 3, 2027

Canceled City Council Meetings

AGENDA ITEM
5C.

Approve a Resolution Approving a Second Amendment to the Professional Services Agreement with Whitson Engineers for the Sand City Coastal Trail 30% Schematic Design

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager, and Audrey Cray, Administrative Services Manager
SUBJECT: Second Amendment to the Professional Services Agreement (PSA) with Whitson Engineers for the Coastal Trail 30% Design.
DATE: **November 3, 2026**

BACKGROUND/DISCUSSION:

The City is currently in the planning stages of a 0.7-mile trail referred to as the 'Sand City Coastal Trail' ("Project"). Approximately 840 lineal feet of the 4,000 -foot trail alignment is located on State Parks land, between Tioga Avenue and West Bay Street (See Att. 1, Coastal Trail alignment).

On February 15, 2024, the California Coastal Conservancy authorized a grant to Sand City in the amount of $473,500 for the Project ("Grant"). The Grant funds the development of the 30% Coastal trail design plan, but the Grant does not fund professional engineering services to develop the 30% Schematic Design.

On June 27, 2024, in order to provide assistance to the Project's landscape architect for the trail design and plan sets, the City of Sand City entered into a Professional Service Agreement for Non-Construction Project with Whitson Engineers in the amount of $10,000.00. ("Agreement") . The Agreement was amended on January 25, 2025, to increase the not to exceed total to $15,000.

The Project has been ongoing for several years and has required extensive trail design efforts. Changes have been required in part due to requests by State Parks, considerations caused by the recently approved Collections Resort project, and changes in the location of the trail and to include a more extensive review of ADA compliant access. Staff is therefore recommending a Second Amendment to the Agreement to increase it by $9,200 to a total sum of $24,200 to continue Whitson Engineers' engagement on the trail design work.

Exhibit A identifies the additions to the original scope of work, amended to include the addition of attendance at two meetings, the coordination with the project surveyor to ensure the correct survey data is properly prepared, and the delivery of an American Disabilities Act, (ADA) study of the trail accessibility and trail grading considerations at the east end of the trail.

FISCAL IMPACT: The Second Amendment to the PSA will be funded through the City's General Fund. The increase to the general fund of $9,200 will be included in the budget amendment brought forward during the mid-year process at the end of FY 26/27.

RECOMMENDATION:
Staff recommends approval of the attached Resolution authorizing the City Manager to execute the Second Amendment to the Professional Services Agreement, in substantially the same form, with Whitson Engineers for the Sand City Coastal Trail 30% schematic design.

ATTACHMENTS:

1. Map Showing Sand City Coastal Trail Alignment
2. Second Amendment PSA Whitson Engineering
    a. Exhibit A
    b. Exhibit B
3. Resolution


Beach
Tioga Ave
Gabrillo Hwy
Metz Rd
Sand Dollar Shopping Center
State Park Lands
Merle St
Courtyard by Marriott Sand City Monterey
Morgans Wy
California Ave
Park Ave
Fell St
The Salvation Army Good Samaritan Center
East Ave
Orland St
Scott St
Calabrese Park
Sand Dunes Dr
West Bay Street

RESOLUTION
Resolution SC 26-__ 2026

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR A NON-CONSTRUCTION PROJECT WITH WHITSON ENGINEERS FOR 30% SCHEMATIC DESIGNS FOR COASTAL TRAIL

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "**Amendment**"), dated November 3rd, 2026, amending that certain Professional Services Agreement ("PSA") entered into on June 27, 2024 by and between the City of Sand City, a California municipal corporation (the "**City**") and Whitson Engineers ("**Consultant**"). The City and the Consultant are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the Parties desire to amend the Term, Services and 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. **I.** **Term** "Term" is revised in its entirety as follows:

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

Section 2. **II.** **Services** "Services" is revised in its entirety as follows:

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

may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 3. **IV. Payment.** "Payment" is revised 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 Twenty Four Thousand and Two Hundred Dollars ($24,200) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by City in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars ($2,420). 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 4. Effect

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 5. 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 first written above.

CITY	**CONSULTANT**
City of Sand City	Whitson Engineers
By: _____	By:_____
Vibeke Norgaard	Richard Weber
City Manager	Principal

EXHIBIT A

Whitson
ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

September 14, 2026 4721.00

Ms. Vibeke Norgaard
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Via email: vibeke@sandcityca.org

Re: **Sand City Coastal Trail**
Proposal for Civil Engineering Services Support for 30% Schematic Design

Dear MS. Norgaard,

Please find out add service request to continue to provide engineering services related to the 30% Schematic Design effort. Based upon my discussions with Adit Pal of BFS Landscape Architecture, we propose the following services:

SCOPE OF SERVICES:

Task 1: 30% Schematic Design Support Services

1. Attend up to two meetings with the project team (one completed August 19th). A meeting is anticipated at the conclusion of the 30% SD submittal package by BFS.
2. Coordinate with City surveyor on data request and format data received for study purposes.
3. Prepare a study for ADA access around the west end of the Esselen-Ohlone Park at West End. Provide result of this study to BFS.
4. Conduct a field walk of the eastern trail alignment with BFS. Identify constraints that should be taken into consideration.
5. Review preliminary 30% Schematic Design plan prepared by BFS and provide written commentary to BFS. Provide limited input regarding:
    a. ADA accessibility and grading considerations.
    b. Constructability and maintenance considerations.
    c. Parking lot and access improvements.
    8Right-of-way constraints and potential permitting considerations.

Clarifications:

1. Services are limited to review and advisory support during the 30% schematic design phase.
2. No work deliverables, except concept ADA study and written comments.

Exclusions:
The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Preparation of drawings
3. Highway 1 – Tioga Ave Bridge Crossing Barrier review
4. Land Surveying or legal descirptions, except coordination and formatting as outlined above
5. Utility design (other than on-site storm drains, water, and sewer/septic systems)
6. Structure-related civil engineering, including bridge and railing review or retaining wall design.
7. Geotechnical Engineering (which includes geotechnical investigation, geotechnical report, and pavement design)
8. Landscape Architecture Services, which includes development of Landscape Plans, Planting Plans, or Irrigation Plans, Arborist's Report, or tree pruning requirements
9. Cost Estimating
10. Obtaining or coordinating permits, permit condition compliance, permit fees
11. Preparation of presentation materials or attending public meetings (e.g. Parks and Recreation Commission, City Council)

Please note that upon your request we could provide the above services at additional cost.

PAYMENT AND PROVISIONS:
Our fee for the services described in the above Scope of Services will be **$9,200**. Progress billings and Authorized Additional Services will be on a **Time and Materials basis** in accordance with the rates shown on the attached Fee Schedule.

If this proposal is acceptable, please forward written approval and notice to proceed.

Thank you for the opportunity to present this proposal for consideration. If you have any questions regarding our proposed scope of services or the associated estimated fees, please do not hesitate to contact me at (831)649-5225.

Sincerely,
Whitson Engineers

Richard Weber, PE, PLS | Principal
RCE 55219, LS 8002

Authorization and Agreement for Civil Engineering Services:

By: Date:

Print Name: Title:

Whitson Engineers

Budget Estimate

Sand City Multi-Use Bike Trail Final Design
Sand City, CA

9/14/2026
Job No.: 4721.00

TASK 1	30% SCHEMATIC DESIGN FIELD REVIEW											
	DESCRIPTION	PE	SCE	CE	AE1	AE2	ET	FSC2	CON	TOTAL		COST
1.1	Project Meetings (2 Meetings)	6								6	$	1,620
1.2	Survey Coordination/Formatting	2								2	$	540
1.3	ADA Access Study at Esslen-Ohlone Park	4								4	$	1,080
1.4	Field Review	6								6	$	1,620
1.5	30% Schematic Design Review	8								8	$	2,160
1.6	Project Management, QC/QA	8								8	$	2,160
	Subtotal	34	0	0	0	0	0	0	0	34	$	9,180
	Rate	$ 270	$ 220	$ 200	$ 170	$ 150	$ 140	$ 400	110%			
	Cost	$ 9,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
										Subtotal	$	9,180
										Reimbursable Expenses	$	20
										TOTAL TASK 1	**$**	**9,200**

T47		
PE	Principal Engineer	$ 270
SCE	Senior Civil Engineer	$ 220
SLS	Senior Land Surveyor	$ 220
CE	Civil Engineer	$ 200
LS	Land Surveyor	$ 200
SAE	Senior Associate Engineer / Surveyor	$ 190
AE1	Associate Engineer / Surveyor	$ 170
AE2	Assistant Engineer / Surveyor	$ 150
SET	Senior Engineering/Survey Technician	$ 145
ET	Engineering/Survey Technician	$ 140
EA	Engineering Aide	$ 85
SAS	Senior Administrative Support	$ -
AS	Administrative Support	$ 90
FSC1	Field Survey Crew/1M	$ 240
FSC2	Field Survey Crew/2M	$ 400
CON	Consultant	110%

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE SAND CITY COASTAL TRAIL 30% SCHEMATIC DESIGN

WHEREAS, on March 19, 2024, the City Council accepted a $473,500 grant from the California Coastal Conservancy to support planning and design of the Sand City Coastal Trail; and

WHEREAS, the City entered into a Professional Services Agreement (PSA) with Whitson Engineers on June 27, 2024, which was subsequently amended on January 25, 2025, to increase the not-to-exceed total to $15,000; and

WHEREAS, additional engineering services are needed to support design coordination, ADA accessibility review, and evaluation of trail alignment and related improvements; and

WHEREAS, the proposed Second Amendment increases the agreement by $9,200, for a revised total not-to-exceed amount of $24,200, to be funded by the City's General Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorizes the City Manager to execute the Second Amendment to the PSA with Whitson Engineers, in substantially the same form, for the Sand City Coastal Trail 30% Schematic Design, under the terms specified in Exhibit A, attached hereto and incorporated herein as if set forth in full.

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

AGENDA ITEM
9A.

Approve a Resolution Approving an Agreement for the Use of Real Property with the Transportation Agency for Monterey County for the Multi-Use Trail Project

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Adam Lindgren, City Attorney; Nicholas McIlroy, AICP, Planning Manager
SUBJECT: Agreement for the Use of Real Property with the Transportation Agency for Monterey County for the Multi-Use Trail Project
DATE: November 3, 2026

BACKGROUND/DISCUSSION:

Multi-use Trail Description and History.
The Multi-Use Trail Project ("Project") includes a multi-use trail, landscaping, trailside amenities, and trailside parking. The proposed Agreement for the Use of Real Property ("Agreement") grants the City the right to construct and use the Transportation Agency for Monterey County's (TAMC) right-of-way between La Playa Avenue and Contra Costa Avenue for the Project. The Agreement is attached as **Exhibit A** to this staff report.

City staff and the City's contract planning staff at EMC applied for and successfully obtained three grants for the Project: In 2023 and 2024, the City secured two Monterey Bay Air Resources District (MBARD) grants of $100,000 and $205,000. Those two grants funded the creation of the 30% design plans for the Project, the California Environmental Quality Act (CEQA) review, and the surveys needed for National Environmental Policy Act (NEPA) review. In 2024, the City secured an Association of Monterey Bay Area Governments (AMBAG) award of $1,960,000 funded through the U.S. Department of Transportation's Carbon Reduction Program.

On June 17, 2025, the City Council approved the Project's 30% design plans and the associated CEQA documentation. Since that approval, City staff have continued discussions with stakeholders such as the City of Seaside and the Seaside and Sand City businesses leasing the TAMC right of way. City staff has also successfully negotiated the attached Use Agreement with TAMC staff. On August 31, 2026, the City Manager presented the project to the TAMC Board and on October 28, 2026, the TAMC Board approved the Agreement.

In July of 2026, City staff issued an RFP for architecture and engineering services to complete the final Project design including specifications and estimate (PS&E), NEPA support,

community outreach, and bid-phase support, taking the plans from 30% to 100% design and finalizing the Project to be ready for construction bidding. On October 20, 2026, the City Council approved a contract with Whitson Engineers for those services.

The TAMC Use Agreement.
The Agreement with TAMC is a crucial step in a long process. Several key terms in the Agreement are highlighted below:

1. **Site control**. The Agreement provides the City with control of the Project site for a period of 30 years. Site control is important for grant applications and for the ability to use grant funds already obtained:
   - The $1.96 million AMBAG carbon reduction grant requires that the City secure site control before Caltrans releases the funds for construction.
   - City staff have applied for an Active Transportation Program (ATP) Grant which requires a minimum of 20 years' site control.
   - City staff are in the process of applying for a State Parks Statewide Park Program (SPP) grant which requires a 30-year site control.

2. **Parking areas.** TAMC has agreed to waive fair market value rent for all parts of the Project except for the proposed parking areas. Under the Agreement, the parking areas will be subject to fair market value rent of $0.15 per square foot per month. The current design has approximately 67,908 square feet dedicated to parking, resulting in a payment to TAMC of $10,186.20 per month. Rent will begin two years after the City issues a one-year Construction Notice to TAMC, or six months after the first public use of the parking, whichever occurs first. The Agreement allows the City to charge for parking, which will allow the City to recoup some or all of the expense. The parking areas will provide trail access and support the Sand City Parking Plan.

3. **Termination Provision and lease terminations.** The City may terminate the Agreement with 60 days' notice prior to providing the aforementioned Construction Notice. In addition, upon receiving the Construction Notice, TAMC will terminate or remove existing leases as needed to allow for the construction of the Project.

Project Next Steps:
The main next steps for the Project are as follows:

1. **Finalize an agreement with the City of Seaside**. This Agreement provides site control for the portion of the Project that is on TAMC-owned property within Sand City. The portion of the Project that is in the City of Seaside (between Contra Costa and Canyon Del Rey Boulevard) will require a separate agreement with the City of Seaside. City staff have already had several discussions with the City of Seaside and anticipate bringing

an agreement to the City Council in the coming months for the portion within its jurisdiction.

2. **Obtain construction funding**. City staff are actively pursuing several grants to fund construction of the trail. Staff have been working on an application for a State Parks Statewide Park Program (SPP) grant and also recently applied for an Active Transportation Program (ATP) Grant. The expected cost to construct the project is approximately $9.9 million based on the 30% design plans.

CEQA:
On June 17, 2025, the City Council approved the Project and adopted a CEQA Categorical Exemption pursuant to CEQA Guidelines Section 15304(h) (Class 4, Minor Alterations to Land). The Agreement implements the approved Project and does not change its scope. No further environmental review is required.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of the Use Agreement at this time. Once the City issues the Construction Notice referenced above, the parking area rent would begin two years later at $10,186.20 per month ($122,234.40 per year), subject to adjustment for “as-built” square footage and an annual escalation of up to 3%. The Agreement allows the City to charge for parking to offset this cost.

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution approving the Agreement for the Use of Real Property with the Transportation Agency for Monterey County for the Multi-Use Trail and Parking Project, authorizing the Mayor and the City Manager to execute the Agreement in substantially the same form, and authorizing the City Manager to take all actions necessary to implement the Agreement.

ATTACHMENTS:
1. Resolution
2. Agreement for the Use of Real Property (Exhibit A to Resolution)

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING AN AGREEMENT FOR THE USE OF REAL PROPERTY WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY FOR THE MULTI-USE TRAIL PROJECT

WHEREAS, the Transportation Agency for Monterey County (TAMC) owns the right-of-way between La Playa Avenue and Contra Costa Avenue in Sand City ("Property"); and

WHEREAS, on June 17, 2025, the City Council approved the Multi-Use Trail Project ("Project"), including the 30% design plans, and adopted a Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15304(h), and a Notice of Exemption was filed on July 18, 2025; and

WHEREAS, the City and TAMC have negotiated an Agreement for the Use of Real Property ("Agreement") that grants the City the right to construct and use the Property for the Project for a term of thirty (30) years beginning on January 1, 2027, providing the City with site control for Project construction and grant funding; and

WHEREAS, the TAMC Board of Directors approved the Agreement on October 28, 2026.

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

1. Find that the Agreement is within the scope of the Project previously found exempt under CEQA Guidelines Section 15304(h) and that no further environmental review is required;

2. Approve the Agreement for the Use of Real Property with the Transportation Agency for Monterey County for the Multi-Use Trail and Parking Project, in substantially the form attached as Exhibit A;

3. Authorize the Mayor and the City Manager to execute the Agreement in substantially the same form; and

4. Authorize the City Manager to take all actions necessary to implement the Agreement, including issuing notices under the Agreement.

PASSED AND ADOPTED by the City Council of the City of Sand City this 3rd day of November, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGREEMENT FOR THE USE OF REAL PROPERTY

BETWEEN THE CITY OF SAND CITY AND

THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

FOR PERMITTING A MULTI-USE TRAIL AND PARKING PROJECT

This USE AGREEMENT ("**Agreement**") is entered into by and between the CITY OF SAND CITY, a municipal corporation ("**City**"), and Transportation Agency for Monterey County, a regional transportation planning agency created by the laws of State of California ("**TAMC**"), effective as of _____ ("**Effective Date**"). City and TAMC are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. CITY and TAMC have collaborated and planned the Multi-Use Trail and Parking Project (the "**Project**"); and

B. CITY is considered the lead agency for the project and TAMC owns the inactive railroad Property between La Playa Avenue and Contra Costa Avenue in Sand City where the majority of the Project is planned for construction, as described in **Exhibit A** hereto (the "**Property**"); and

C. As the lead agency for the California Environmental Quality Act (CEQA), the City Council of Sand City approved the Project on June 17, 2025; and

D. The Project includes construction of a multi-use trail system including landscaping and parking facilities; and

E. CITY and TAMC have collaborated on expectations for the Project within the TAMC-owned railroad public right-of-way; and

F. The Parties mutually agree to carry out the Project subject to specific tasks, responsibilities, designs, and long-term objectives for the Project contained in this Agreement.

NOW, THEREFORE, it is mutually agreed by TAMC and City that:

AGREEMENT

Article I. RECITALS, DEFINITIONS.

Section 1.01 Incorporation of Recitals. The Recitals contained in this Agreement, all of which are hereby deemed true and correct, are hereby incorporated into this Agreement as if fully set forth herein.

Section 1.02 Definitions. This Agreement uses certain terms with initial capital letters that are defined in this Section 1.02 or elsewhere herein. The Parties intend to refer to those definitions when the capitalized terms are used in this Agreement.

(a) "Agreement" means this Agreement, and all Exhibits hereto.

(b) "City" means the City of Sand City, a California municipal corporation.

(c) "City Council" means the Sand City City Council.

(d) "County Recorder" means the Monterey County Recorder, which is responsible, in part, for recording legal documents that determine ownership of real property and other agreements related to real property.

(e) "Days" means calendar days unless otherwise expressly indicated.

(f) "Effective Date" means the date that this Agreement is executed by the Parties.

(g) "TAMC" means the Transportation Agency for Monterey County, a regional transportation planning agency created by the laws of State of California, and its successor(s) and Assignee(s).

(h) "Multi-Use Trail" means the Multi-Use Trail segment of the Project to be used for the purposes of trail use as specified in Exhibit B hereto.

(i) "Parking" means the segment of the Project to be used for the purposes of parking as specific in Exhibit C hereto.

(j) "Party" or "Parties" has the meaning set forth above.

(k) "Project" means the Multi-Use Trail, including landscaping, exercise equipment and parking facilities.

(l) "Property" or "Right-of-Way" means the 100-foot former railroad right of way that extends from Playa to Contra Costa Avenue in Sand City and that is subject to this Agreement, as described in this Agreement and depicted in Exhibit A attached hereto.

(m) "TAMC" means Transportation Agency for Monterey County and its successor(s) and Assignee(s).

Article II. PROJECT GENERALLY

Section 2.01 Purpose and Intent. The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long-term objectives of the Project to:

(a) Improve overall mobility for residents and visitors traveling to/from and through the Monterey Peninsula.

(b) Provide safe, reliable and affordable trail connections to employment, education, and health care centers along the Property for visitors and residents.

(c) Provide strategic connections and increase access to the region's existing and planned multi-use trail facilities such as Fort Ord Dunes State Park, Fort Ord Regional Trail and Greenway, and the Monterey Bay Coastal Trail.

(d) Implement traffic, bicycle, and pedestrian circulation improvements along the local network.

(e) Engage, serve, and connect several disadvantaged, low income and veterans' communities in the cities of Seaside and Sand City to key employment, commercial, health care and educational centers within the region.

(f) Improve air quality within the North Central Coast Air Basin.

Article III. RIGHT TO USE

Section 3.01 Right to Use. Subject to the terms and conditions of this Agreement, TAMC hereby grants to City the right to use the Property for the Project and related uses for a minimum of thirty (30) years. The uses authorized under this Agreement are granted through a non-possessory right to use the Property. Nothing in this Agreement shall be construed to grant CITY a leasehold estate, easement, or other permanent or transferable interest in real property.

Article IV. RESPONSIBILITIES OF THE PARTIES

Section 4.01 Responsibility of both CITY and TAMC

TAMC and CITY representatives will be made available to meet with public and private utility providers to identify any overhead and underground utility plants located in or adjacent to the Property or Project areas. Any utilities in the Property that are properly previously permitted shall be preserved, protected in place, or relocated so that they will not interfere with the planned use of the Property. CITY shall be responsible for all relocation costs that are necessitated by and for the Project, unless other parties are already responsible to do so.

(a) Project Manager. CITY has designated the City Manager as the primary project manager for the Project. TAMC has appointed the Executive Director as the primary point of contact for the Project. These individuals, or the staff member(s) later assigned to the project manager role, shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement. Changes to Project Manager/liaison designation(s) shall be communicated between both parties no later than two (2) weeks prior to the change occurring, or as soon as is reasonable under the circumstances.

Section 4.02 Responsibility of CITY to TAMC

(a) Trail Design Criteria: CITY shall design the Project to protect and enhance existing bicycle and pedestrian connections and crossings, when feasible. Design shall include safety and security measures, such as safety bollards where deemed necessary and feasible by Project design engineers, to prevent unauthorized use of the Project.

(b) Permits and Permissions for Project: CITY shall obtain all required permits for Project and, if applicable, be responsible for obtaining all necessary permissions from neighboring jurisdictions and existing leaseholders to construct, operate, and maintain the Project.

(c) Agreement for Work to Be Done by Others: CITY acknowledges that TAMC retains the right to approve or deny access to and guide the work by others along the Property right-of-way including utility relocations. This Agreement serves as the approval of a permit for all construction activities related to the Project.

(d) Maintenance by CITY: CITY assumes responsibility for the maintenance of the Project for the Project term including, but not limited to, pavement management, signing, striping, guardrails/fencing, unhoused camp removal within the Project, lighting, landscaping, retaining walls, and other materials and devices unless otherwise maintained by others associated with the Project on the Property. The need for maintenance and extent to which maintenance is performed by the City shall be in the City's sole discretion.

(e) Grant of Access by CITY: CITY shall grant TAMC access to the Property upon one (1) business day notification to CITY. Notifications should be communicated by email during normal business hours. Email notifications shall include the location, purpose, and duration of access needed.

(f) Insurance: CITY shall require all construction contracts to carry All Risk Insurance, naming TAMC as additional insured and shall provide independent construction management for construction contracts.

(g) Allowance for Future TAMC Use: Parties understand that the Project design may cross sections of the existing railway tracks and that the tracks will be removed and that part or all the Project may be removed at TAMC's sole discretion after the Agreement has terminated.

(h) Franchise Agreements: CITY does not retain legal rights to future franchise agreements related to the Property and shall not enter into any franchise agreements related to the Property without prior written consent of TAMC.

(i) Plan Reviews: CITY shall allow TAMC to review, provide comment, and approve Project design plans and take any other action necessary to meet design immunity thresholds, provided however that TAMC Board will approve a Project design plans as follows:

1) The TAMC Board accepts, at the date of execution of this Agreement, Exhibit B-1 (the 30-plus plan) attached hereto;

2) The TAMC Board will review and approve Exhibit B-2 (the 60% plan) upon the City's approval of those plans, provided Exhibit B-2 is in substantial conformance of Exhibit B-1 in the TAMC Board's sole discretion;

The mutual approval of Exhibits B-2 will affix Exhibit B-2 to this Agreement upon the mutual assent of both the City Council and the TAMC Board. The mutual approval of Exhibit B-2 shall supersede Exhibit B-1, and all references in this Agreement to Exhibit B shall be construed to mean the current, mutually-agreed-upon iteration of Exhibit B without the need for a written amendment hereto. All subsequent plan designs (100% and "as-built") shall be in substantial conformance with Exhibit B-2.

(j) Record of Project and As-Built Plans: CITY shall be responsible for maintaining the record of the Project for all pre-construction and construction services. CITY shall transmit to TAMC final as-built (or as-recorded) plans upon completion and City Council approval.

Section 4.03 Responsibility of TAMC to CITY

(a) TAMC Continued Support and Cooperation: TAMC shall continue to support CITY in implementing the Project including timely review and approval of final design, pre-construction surveys, and encroachment permits. TAMC agrees to reasonably cooperate with CITY on all CITY grant applications for funding for the Project including, but not limited to, applying as a co-applicant if needed to show site control under such grant requirements, subject to TAMC Board approval.

(b) City Direction to Terminate or Modify Existing Lease on the Property. The City will provide TAMC a one-year Notice whereby TAMC will modify, terminate, or remove existing lessees on the Property to allow CITY sufficient access and control to construct, maintain, and use the Property for the Project (the "Construction Notice").

(c) TAMC Allowance for Continued Use: TAMC shall allow CITY satisfactory continuing control of the Project improvements on the Property. TAMC shall allow temporary access for construction work on the Property and a certain amount of adjacent TAMC-owned property if needed. TAMC shall allow Project construction, use and operation for its originally authorized purpose for a minimum of 30 years, starting on January 1, 2027. TAMC reserves the right to maintain existing leases and enter into new leases within the Project Right-of-Way until the Project is ready to proceed to construction.

(d) Utilities: TAMC shall be responsible for the review and approval of modifications to existing or new Third-Party Agreements with utilities (e.g., master utility agreements) having authority to be in the Property right-of-way by easement or franchise agreement. TAMC shall determine if a utility will be required to relocate at the utility's own cost when required by TAMC and other relevant information regarding responsibilities of the parties involved with utility installation, removal and relocation. TAMC shall work with CITY and assist with utility relocation if requested and/or required for the safe delivery of construction.

Article V. PROJECT COMPONENTS AND TERMS

Section 5.01 Uses not requiring compensation.

(a) No monetary rent or lease payment shall be due or payable to TAMC for the Multi-Use Trail uses constructed or operated as part of the Project. The Parties acknowledge that the public transportation benefits associated with the Project constitute adequate consideration for the Multi-Use Trail uses authorized under this Agreement.

(b) No monetary rent or lease payment shall be due or payable to TAMC for trail side amenities and landscaping constructed or operated as part of the Project. The Parties acknowledge that the public benefits associated with the Project constitute adequate consideration for these amenities and landscaping authorized under this Agreement.

Section 5.02 Uses requiring compensation.

(a) Parking uses are subject to Fair Market Value (FMV) rent as determined by an appraisal or comparable market analysis approved by TAMC. Rent shall be calculated as described in Exhibit C. The Parties shall modify Exhibit C to reflect the square footage of "as-built plans" once approved by the City Council.

(b) Rent shall commence two (2) years after the City provides TAMC with written notice as described in Section 4.03, subdivision (b), above, or six months upon first public use of the parking facilities, whichever occurs first, unless otherwise agreed in writing. Rent shall escalate annually in accordance with the rate and methodology set forth in Exhibit C or as otherwise approved by TAMC; however, in no event shall rent escalate more than 3% annually. Rental rates will be re-evaluated and adjusted every five years to ensure consistency with market rates.

(c) The Parties acknowledge and agree that parking facilities, trail side amenities, and landscaping will be constructed or operated as part of the Project Uses, as shown on Exhibit C. No other uses are authorized without a written amendment approved by the TAMC Board of Directors. Nothing in Exhibit C is intended to conflict with Section 4.02(i) of this Agreement.

(d) Possessory Interest and Property Taxes: CITY acknowledges that the parking use authorized by this Agreement may create a taxable possessory interest pursuant to California Revenue and Taxation Code section 107.6. CITY shall be solely responsible for payment of any and all possessory interest taxes, assessments, or charges levied as a result of the Parking Use and shall indemnify and hold harmless TAMC from any liability related thereto.

Section 5.03 Allocation of Areas and Modification of Uses. The Project will be depicted as Exhibit B. Any change to the boundaries, square footage, or classification of such areas shall require a written amendment approved by the Parties and, where applicable, the TAMC Board of Directors, except as outlined in "section 4.02(i) above.

Section 5.04 Assignment and Subleasing: Except as provided in this Agreement, including without limitation Section 4.02(c), CITY shall not assign, transfer, license, or otherwise convey its rights under this Agreement, whether voluntarily or involuntarily, without the prior written consent of TAMC, which may be granted or withheld in TAMC's sole discretion. Nothing in this Section 5.04 or this Agreement prevents the City from charging a fee for parking in the Project area and taking other reasonable actions, including subleasing or licensing access, to generate revenue from the Project parking area.

Section 5.05 Use Restrictions: Parking use shall be limited to vehicle parking and directly related incidental uses. No storage, commercial activities, structures, permanent signage, or events shall be permitted within the Parking Area without TAMC's prior written consent. City may use the parking exclusively for City-sponsored events a minimum of four (4) times per year without TAMC's consent, and may exceed four (4) times with the written consent of the TAMC Project Director.

No Conveyance of Ownership or Easement Rights. Nothing in this Article V or this Agreement shall be construed to convey fee title, an easement, or a permanent real property interest to CITY. All rights granted herein are limited to those expressly stated and are subject to the terms, conditions, and limitations of this Agreement.

Section 5.06 Insurance: CITY shall maintain, at its sole cost and expense, insurance coverage throughout the term of this Agreement. All liability insurance policies shall name TAMC, its Board members, officers, agents, and employees as Additional Insureds, shall be primary and non-contributory to any insurance or self-insurance maintained by TAMC, and shall provide that coverage may not be canceled or materially reduced without at least thirty (30) days' prior written notice to TAMC. CITY shall provide certificates of insurance and endorsements satisfactory to TAMC prior to commencement of operations and upon request thereafter. Insurance shall be maintained as follows:

(a) Commercial General Liability insurance covering bodily injury, personal injury, and property damage, with limits not less than One Million Dollars ($1,000,000) per occurrence;

(b) Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the parking operations, with limits not less than One Million Dollars ($1,000,000) per occurrence;

(c) Workers' Compensation insurance in compliance with California law and Employer's Liability insurance with limits not less than One Million Dollars ($1,000,000).

Article VI. DURATION AND TERMINATION

Section 6.01 Unless the Parties mutually terminate the Agreement, or one Party materially breaches the Agreement, this Agreement shall have a term of thirty (30) years beginning on January 1, 2027.

Section 6.02 Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to Federal and State of California funding requirements and continued availability of funding identified for this Project.

Section 6.03 TAMC may terminate this Agreement if City has not commenced construction of all components of the Project within seven (7) years of the date of execution of this Agreement.

Section 6.04. CITY may terminate this Agreement at any time before delivering the Construction Notice under Section 4.03(b) by providing sixty (60) days' written notice to TAMC. Upon termination, CITY shall remove any CITY materials from the Property and repair any damage caused by CITY, and neither Party shall have further obligations under this Agreement except those that expressly survive termination.

Article VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the provisions contained in this Agreement. None of the provisions of this Agreement shall be deemed to create a partnership between the Parties in the affairs of TAMC or City, nor shall they cause City and TAMC to be considered joint venturers or members of any joint enterprise. The only relationship between City and TAMC is that of a government entity regulating the development of public property and the use of such property.

Article VIII. NOTICES.

Any notice or communication required hereunder between the Parties shall be in writing, and may be given by registered or certified mail (return receipt requested), or by email (if followed by a hard copy delivered pursuant to another delivery method provided in this Article VI) or a reputable courier promising overnight delivery to the respective addresses specified by each Party.

Notices to City:

City of Sand City
Vibeke Norgaard
City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Phone: 831-394-3054

With a copy to:

City of Sand City
Planning Manager
City Hall

Street
Sand City, CA
Email: _____

Notices to TAMC:

Todd Muck
Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901
Phone: 831-775-4407

Either Party may at any time, by giving ten (10) days' written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given or any additional notices to which such notice or communication shall be given.

Article IX. GENERAL TERMS

Section 9.01 Mutual Indemnification. It is mutually understood and agreed, relative to the indemnification of TAMC and CITY:

(a) Except in situations in which TAMC is solely negligent or due to willful misconduct of TAMC, CITY shall, to the fullest extent permitted by law, fully defend, indemnify, and hold harmless TAMC, its Board of Directors, and/or any officials, officers, agents, employees, and volunteers of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by CITY under the Agreement.

(b) Except in situations in which CITY is solely negligent or due to willful misconduct of City, TAMC shall, to the fullest extent permitted by law, fully defend, indemnify, and hold harmless CITY, and/or any officials, officers, agents, employees, and volunteers of CITY, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under the Agreement.

(c) Notwithstanding any other provision of this Agreement, each party's obligation to defend, indemnify, and hold harmless the other party, as expressed in these Indemnification provisions, shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to CITY's performance pursuant to the Agreement.

Section 9.02 Dispute Resolution. In the event of any dispute concerning this Agreement, the Parties shall resolve the dispute as follows:

(a) **Meet and Confer**: Within ten (10) days of a written notice (pursuant to the terms detailed above relating to Notice) of a dispute arising out of or relating to this Agreement, the respective Project Managers of each Party shall use their best efforts and exercise good faith to resolve the disputes. If the Project Managers are unable to resolve the dispute within twenty (20) business days from when the Notice was sent, the CITY Manager and TAMC Executive Director shall confer and make a good-faith effort to resolve the dispute for an additional ten (10) business-day period. The obligation to conduct a Meet and Confer pursuant to this paragraph does not obligate either Party to agree to any compromise or resolution of the dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Mediation:** If the dispute remains unresolved thirty (30) days from when the Notice was sent, either Party may submit the dispute to a disinterested third party mediator chosen by the Parties for nonbinding mediation. The Parties shall use their good faith efforts to agree upon a mutually acceptable mediator within sixty (60) days from when the Notice was sent. The mediation shall commence within thirty (30) days after appointment of the mediator. The Parties covenant that they will participate in mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) **Judicial Remedy:** The parties agree that they shall have no right to seek relief in a court of law until each of the above procedural steps are exhausted. The timelines set forth above may be modified by mutual written consent of the CITY Manager and TAMC Executive Director. If a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. If either Party seeks relief is sought in a court of law, the parties agree to Monterey County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

Section 9.03 Amendments. The Parties mutually agree and understand that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

Section 9.04 Remedies for Breach. The Parties agree that in the event of a breach of this Agreement, the only remedies available to either Party shall be: (1) suits for specific performance to remedy a specific breach, (2) suits for declaratory or injunctive relief, and/or (3) suits for mandamus under Code of Civil Procedure Section 1085, and/or 1094.5. Except for attorney's fees and associated costs as set forth herein, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of this Agreement or Applicable Law. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

Section 9.05 No Third-Party Beneficiary Rights. This Agreement is not intended, nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly made a Party and signatory to this Agreement, except to the extent expressly provided in this Agreement.

Section 9.06 Governing Law, Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Monterey County or, in the case of any federal claims, in federal court for the Northern District of California.

Section 9.07 Severability. If any word of this Agreement, or its application to any situation, is held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid word is severed, and/or the invalid words are severed, and the remaining parts of this Agreement, the application of any part of this Agreement to other situations, and the application of this Agreement to the other Party, shall continue in full force and effect. Notwithstanding any other provisions of this Agreement, in the event that any material provision of this Agreement is found to be unenforceable, void or voidable, TAMC or City may terminate this Agreement.

Section 9.08 Failure to Assert; No Waiver. Any failures or delays by a Party in asserting any of its rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a breach shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such breach.

Section 9.09 Equal Authorship. This Agreement has been reviewed by legal counsel for both TAMC and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

Section 9.10 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

Section 9.11 Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, as may be reasonably necessary or proper to achieve the purposes of this Agreement.

Section 9.12 Counterparts. This Agreement and any and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 9.13 Execution and Recordation of Agreement. Not later than five (5) days after the Effective Date, City, by and through its Mayor, and TAMC shall execute and acknowledge this Agreement. The City Clerk shall, within five (5) days of the Mayor's execution of this Agreement, cause this Agreement to be recorded in the Official Records of Monterey County.

Section 9.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

Exhibit A: Legal Description of the Property

Exhibit B-1: Description and Depiction of Project

Exhibit C: Project Use Areas & Rent

[Signatures on following page]

CITY:

CITY OF SAND CITY,
a California municipal corporation

By: _____
Name: _____
Title: _____

TAMC:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY,
a California special district

By: _____
Name: _____
Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

NOTE: The legal description and plat below describe TAMC's Monterey Branch Line holdings between Castroville and Seaside. For purposes of this Agreement, the Property is limited to the portion of the described land lying within the City of Sand City and westerly of the westerly right-of-way line of Playa Avenue. All portions lying easterly of the westerly right-of-way line of Playa Avenue are excluded from the Property and are not subject to this Agreement.

LEGAL DESCRIPTION OF PROPERTY

Monterey California

Real property partly in the unincorporated area, and partly in the Cities of Marina, Sand City, and Seaside, County of Monterey, State of California, known as the Monterey Branch Line of the former Southern Pacific Railroad, between Del Monte Junction near Castroville, and Seaside Station, consisting of the following:

V69-1, No.1; V69-2, No. 1; V69-3, No. 1; V69-4, No.1

The 60-foot wide strip of land described in the Indenture dated as of August 1874, recorded October 29, 1879 in Volume "Z" of Deeds, pages 139-147, Monterey County Re-cords, between David Jacks, James Bardin, Jose Abrego, et al, and the Monterey and Salinas Valley Rail Road Company.

(Additionally, the former interest, if any, of the City of Monterey in the portions of said land within the Pueblo Lands of the City of Monterey, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

Excepting therefrom all those portions thereof within the boundaries of the land described in the Indenture dated as of October 17, 1888, recorded December 19, 1888 in Volume 21 of Deeds, pages 122-124, Monterey County Records, between the Southern Pacific Railroad Company, successor by consolidation to the Monterey Railroad Company, and James Martin, et al.

Also excepting therefrom all those portions thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL TWO" and designated as "(409-1)" in the Grant Deed dated as of September 24, 1968, recorded January 20, 1969 in Reel 589, pages 772-775, Monterey County Records between Southern Pacific Company and the State of California.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1" in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

Also excepting therefrom, all those portions thereof lying generally Southerly of the generally Northerly boundary line (crossing the center line of the railroad at Engineer's Station 667+47.2) of the 100-foot wide strip of land described in the Grant Deed dated as of June 15, 1982, recorded June 29, 1982 in Reel 1562, pages 461-466, Monterey County Records, between Southern Pacific Transportation Company and the City of Seaside.

V69-1, No. 2

The 100-foot wide strips of land, and the interest in adjoining land, described in the Indenture dated as of September 25, 1879, recorded October 2, 1879 in Volume "Z" of Deeds, pages 83-86, Monterey County Records, between Juan B. Castro and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated Au-gust 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

V69-1, No. 3

The 100-foot wide strip of land described in the Indenture dated as of October 13, 1879, recorded October 17, 1879 in Volume "Z" of Deeds, pages 119-121, Monterey County Records, between Mrs. Maria E. Cooper and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

V69-1, No. 4

The 100-foot wide strip of land described in the Indenture dated as of October 14, 1879, recorded October 17, 1879 in Volume "Z" of Deeds, pages 121-123, Monterey County Records, between Mrs. Anna Wohler and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 5

The 100-foot wide strip of land described in the Indenture dated as of September 29, 1879, recorded October 6, 1879 in Volume "Z" of Deeds, pages 95-96, Monterey County Records, between Rafael Estrada and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 6

The 100-foot wide strip of land described in the Indenture dated as of September 20, 1879, recorded October 2, 1879 in Volume "Z" of Deeds, pages 81-83, Monterey County Records, between James Martin, et al, and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records).

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 6 (additionally)

The 100-foot wide strip of land described in the Indenture dated as of September 6, 1888, recorded December 15, 1888 in Volume 21 of Deeds, pages 106-109, Monterey County Records, between James Martin, et al, and the Southern Pacific Railroad Company, successor by consolidation to the Monterey Railroad Company.

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 7 and V69-2, No. 2

The 100-foot wide strip of land described in the Indenture dated as of October 22, 1879, recorded October 29, 1879 in Volume "Z" of Deeds, pages 147-149, Monterey County Records, between James Bardin and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

V69-1, No. 8

The land described in (i) Indenture dated as of September 17, 1903, recorded November 14, 1903 in Book 76 of Deeds, pages 82-84, Monterey County Records, between W.H. Martin, as Guardian, and Southern Pacific Railroad Company, (ii) Indenture dated as of July 11, 1903, recorded May 24, 1905 in Book 85 of Deeds, pages 243-245, Monterey County Records, between William H. Martin, et al, and Southern Pacific Railroad Company, and (iii) Indenture dated as of July 17, 1903, recorded May 24, 1905 in Book 85 of Deeds, pages 246-248, Monterey County Records, between James Martin and Southern Pacific Railroad Company.

V69-1, No. 9

The land described in the Indenture dated as of July 13, 1903, recorded May 24, 1905 in Book 83 of Deeds, page 419, Monterey County Records, between Anna M.C. De Wohler and Southern Pacific Railroad Company.

V69-1, No. 10

The land described in the Indenture dated as of August 20, 1930, recorded August 3, 1933 in Book 370, pages 10-14, Official Records of Monterey County, between the County of Monterey and Southern Pacific Railroad Company.

(Title to said land in fee simple was quieted in Southern Pacific Railroad Company as of May 3, 1941, pursuant to Judgment made and entered in Superior Court on December 19, 1944 in the Matter of Southern Pacific Railroad Company, Plaintiff, vs. John B. Castro, et al, Defendants, Case No. 21069, recorded December 19, 1944 in Book 855, pages 309-314, Official Records of Monterey County.)

The Castroville Wye

The land described in the Indenture dated as of October 25, 1900, recorded October 31, 1900 in Book 63 of Deeds, page 172, Monterey County Records, between Charles Lawrence and Catherine H. Lawrence, and Southern Pacific Railroad Company.

(By Indenture dated April 26, 1904, recorded April 28, 1904 in Book 78 of Deeds, pages 201-202, Monterey County Records, S.J. Smart, Mrs. Clara B. White and Walter S. White quitclaimed their interests in said land unto Southern Pacific Railroad Company.)

Excepting therefrom that portion thereof described in the Grant Deed, dated November 25, 1974, recorded February 21, 1975 in Reel 961, pages 89-92, Official Records of Monterey County, by Southern Pacific Transportation Company to the State of California.

V69-2, No. 3

The 100-foot wide strip of land described in the Indenture dated as of April 8, 1880, recorded May 6, 1880 in Volume "Z" of Deeds, pages 470-471, Monterey County Records, between David Jacks and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in the portion of said land within the Pueblo Lands of the City of Monterey, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

V69-2, No. 4; V69-3, No. 2

The 100-foot wide strips of land described as containing "(22.23) acres of land, more or less," and "[37.27] acres of land, more or less" in the Indenture dated as of May 1, 1880, recorded May 6, 1880 in Volume "Z" of Deeds, pages 472-476, Monterey County Records, between David Jacks and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

Excepting therefrom, that portion thereof within the bounds of the land described as "PARCEL TWO" and designated as "(409-1)" in the Grant Deed dated as of September 24, 1968, recorded January 20, 1969 in Reel 589, pages 772-775, Monterey County Records between Southern Pacific Company and the State of California.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1" in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

V69-2, No. 7; V69-3, No. 7, No. 8, No. 9

The land described as follows, in the Director's Deed dated as of August 25, 1975, re-corded June 2, 1976 in Reel 1058, pages 639-641, Monterey County Records, between the State of California and Southern Pacific Transportation Company.

All those three parcels of land "PARCEL I . . . containing a total of 18.13 acres, more or less; PARCEL II . . . containing 5.54 acres, more or less; PARCEL III . . . containing 0.25 acres, more or less . . . Excepting . . . any portion thereof lying within the existing Southern Pacific Company, Monterey Branch, railroad right-of-way. The combined total acreage for the three parcels is 23.92 acres, more or less." within the boundaries of Fort Ord Military Reservation . . . , as conveyed to the State of California by Quitclaim Deed dated as of January 9, 1970 recorded January 21, 1970 in Reel 636, page 593 . . . Official Records of Monterey County.

V69-3, No. 3

The 100-foot wide strip of land, and also (i) the parcel of land "containing an area of . . . (1.32) acres, more or less," and (ii) the parcel of land "containing . . . (0.3) acres . . . more or less," described in the Indenture dated as of March 12, 1888, recorded June 10, 1889 in Book 23 of Deeds, pages 351-355, Monterey County Records, between Anton Gigling and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

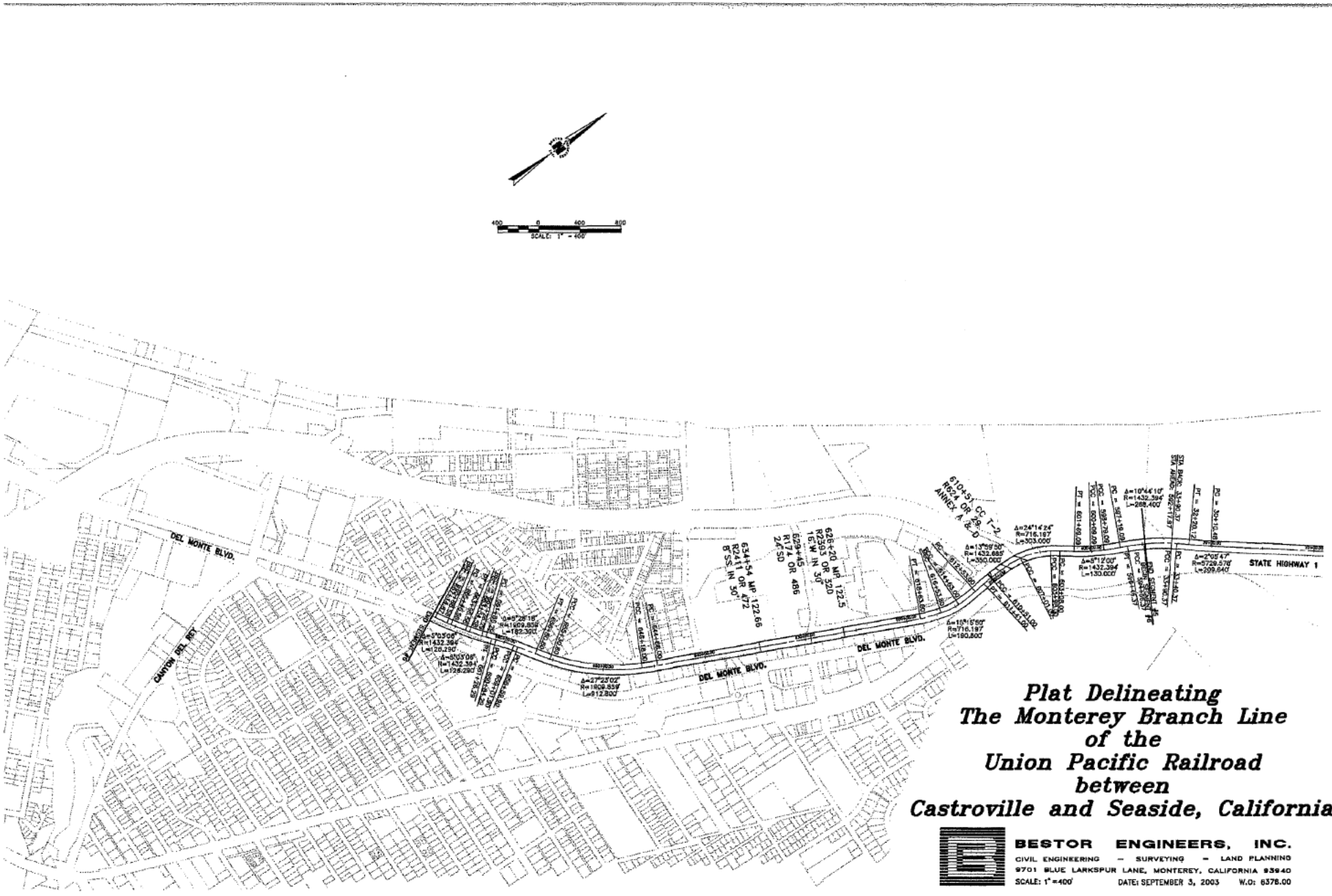
Excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1"in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

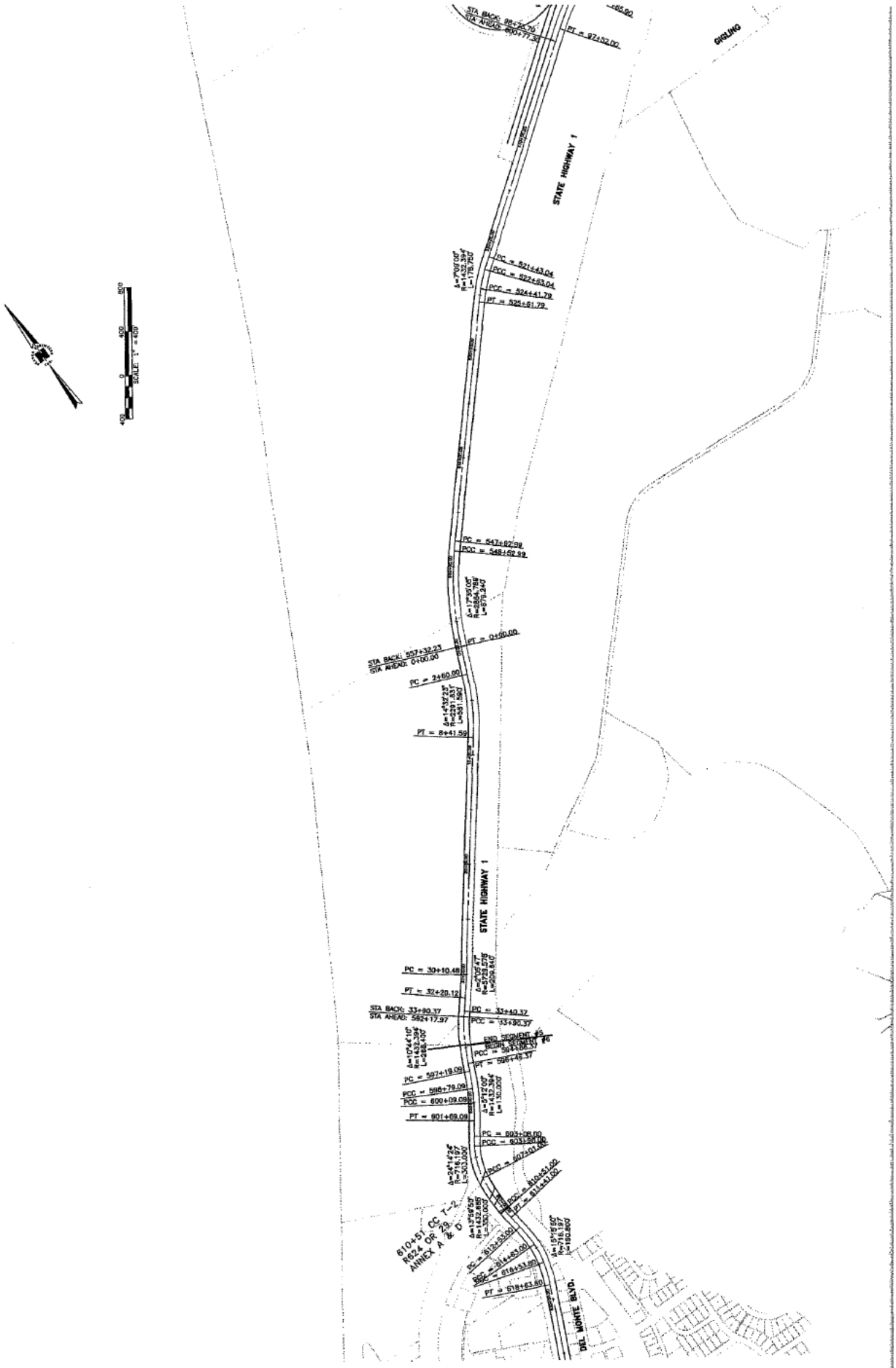
V69-3, No. 4; V69-4, No. 2

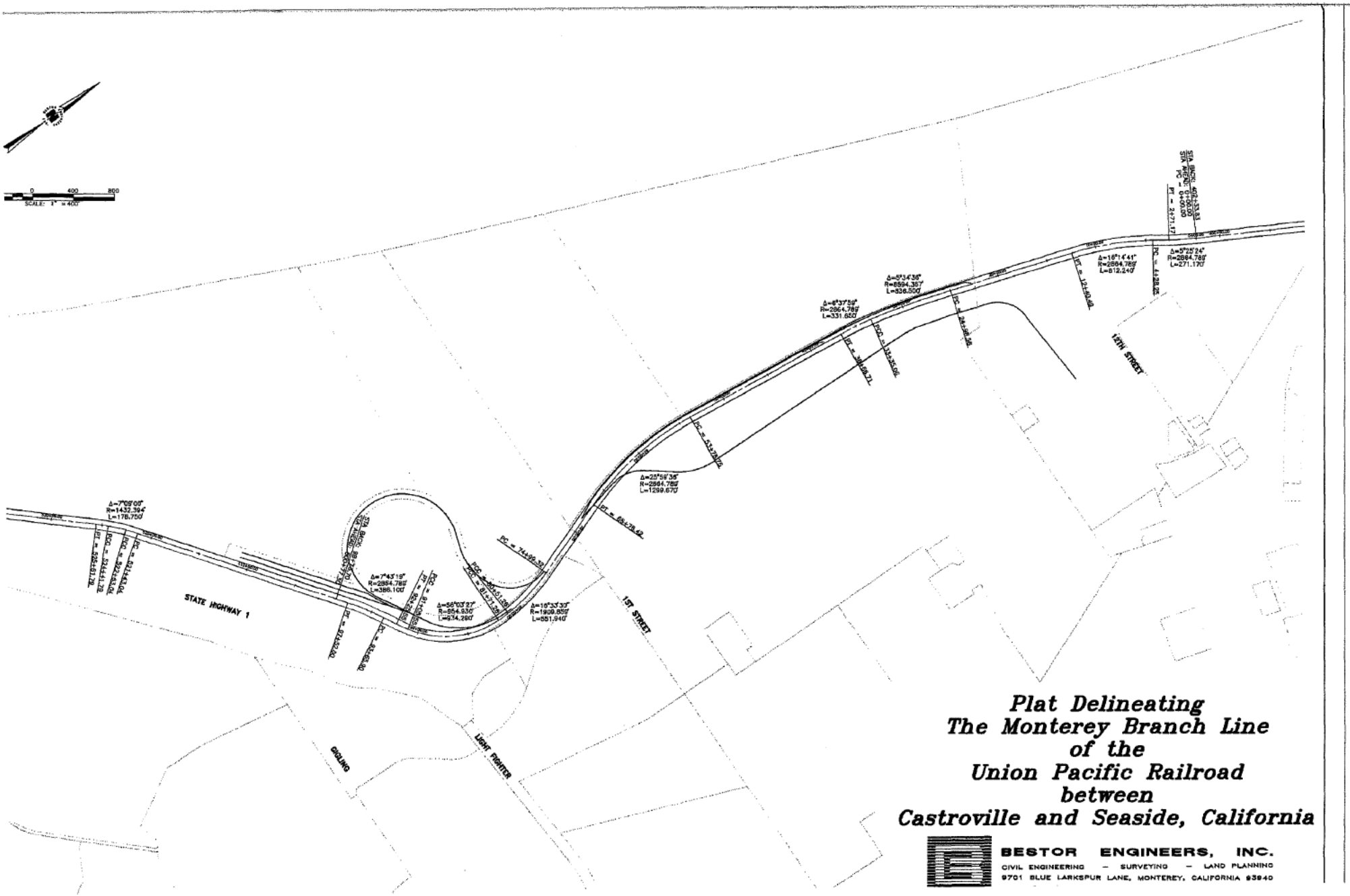
The 100-foot wide strip of land described in the Indenture dated as of January 20, 1881 recorded February 1, 1881 in Volume "Z" of Deeds, pages 115-117, Monterey County Records, between John Bostrom and the Monterey Railroad Company.

V69-4, No. 3

The land, all contained within a 100-foot wide strip of land, as described in the Indenture dated as of January 20, 1881 recorded February 1, 1881 in Volume "Z" of Deeds, pages 113-115, Monterey County Records, between E.S. Josselyn and the Monterey Railroad Company. Excepting therefrom, that portion thereof lying generally Southerly of the generally Northerly boundary line (crossing the center line of the railroad at Engineer's Station 667+47.2) of the 100-foot wide strip of land described in the Grant Deed dated as of June 15, 1982, recorded June 29, 1982 in Reel 1562, pages 461-466, Monterey County Records, between Southern Pacific Transportation Company and the City of Seaside.

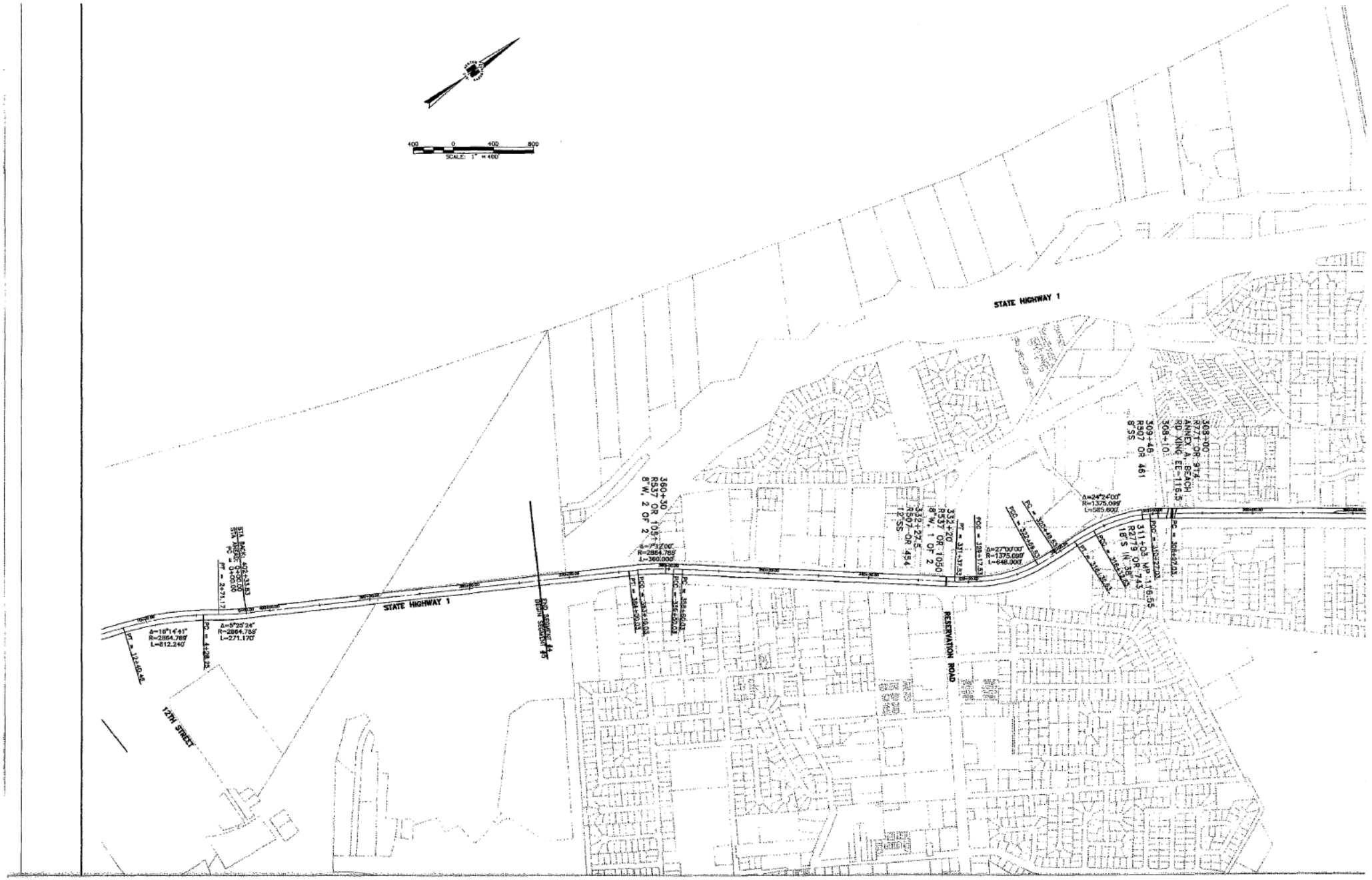

400 0 400 800
SCALE: 1" = 400'
DEL MONTE BLVD.
CANYON DEL REY
STATE HIGHWAY 1
SCHOOL
Plat Delineating
The Monterey Branch Line
of the
Union Pacific Railroad
between
Castroville and Seaside, California
BESTOR ENGINEERS, INC.
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
SCALE: 1"=400' DATE: SEPTEMBER 3, 2003 W.O: 6378.00

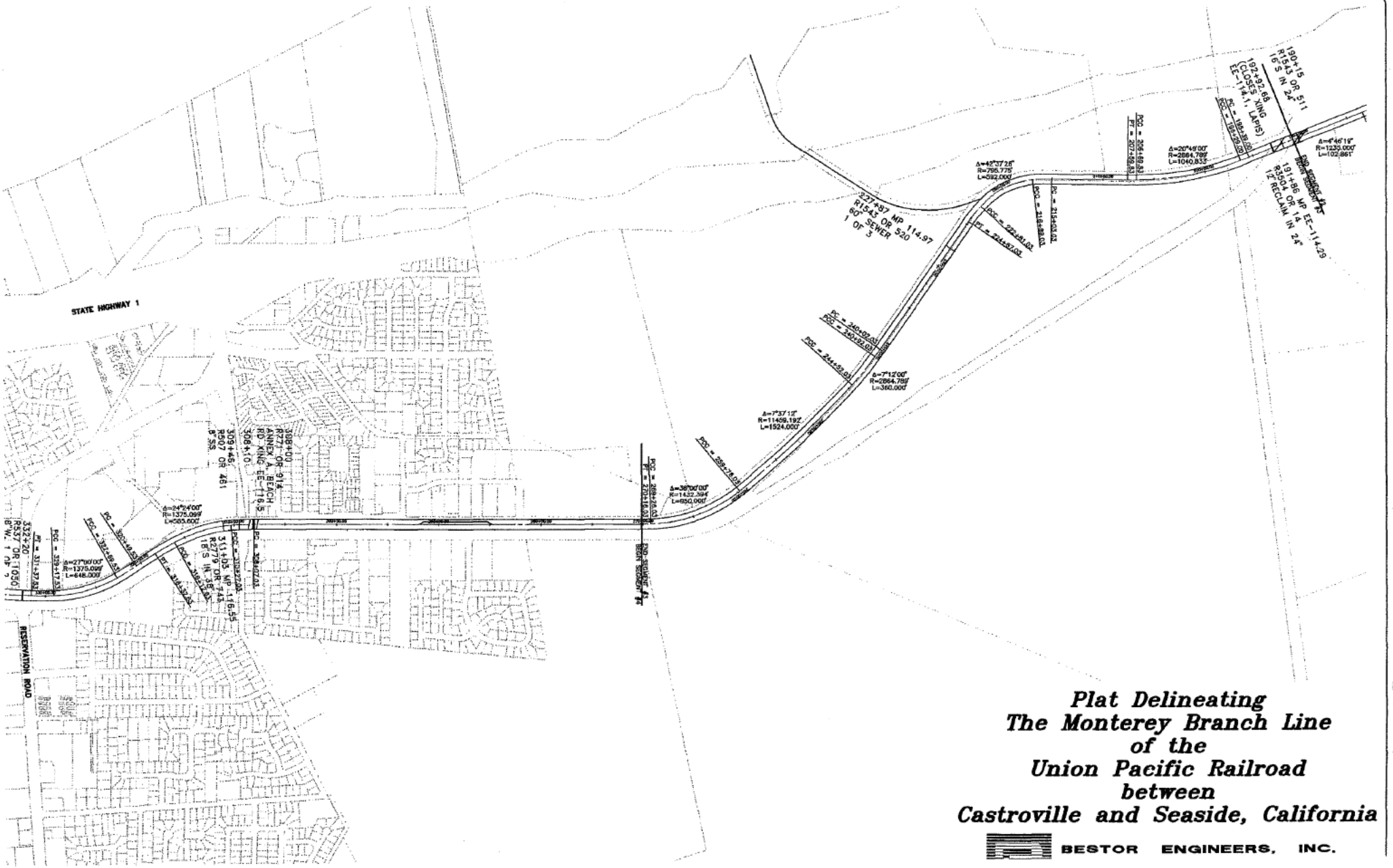

STATE HIGHWAY 1
GIGLING
STATE HIGHWAY 1
DEL MONTE BLVD.
SCALE: 1" = 400'
PT = 97+52.00
PC = 521+43.04
PCC = 522+93.04
PCC = 524+41.79
PT = 525+81.79
PC = 547+82.99
PCC = 548+82.99
PT = 0+00.00
STA BACK: 357+32.23
STA AHEAD: 0+00.00
PC = 24+60.00
PT = 8+41.59
PC = 30+10.48
PT = 32+20.12
STA BACK: 33+90.37
STA AHEAD: 582+17.97
PC = 33+40.37
PCC = 33+90.37
PCC = 584+06.37
PT = 586+46.37
PC = 597+19.09
PCC = 598+79.09
PCC = 600+09.09
PT = 901+69.09
PC = 902+26.09
PCC = 903+26.09
PCC = 907+01.09
PCC = 910+51.09
PT = 913+41.09
610+51 CC
R624 OR 29
ANNEX A 2 & D
T-2
PC = 912+53.00
PCC = 914+63.00
PCC = 916+33.00
PT = 918+63.80



Plat Delineating
The Monterey Branch Line
of the
Union Pacific Railroad
between
Castroville and Seaside, California

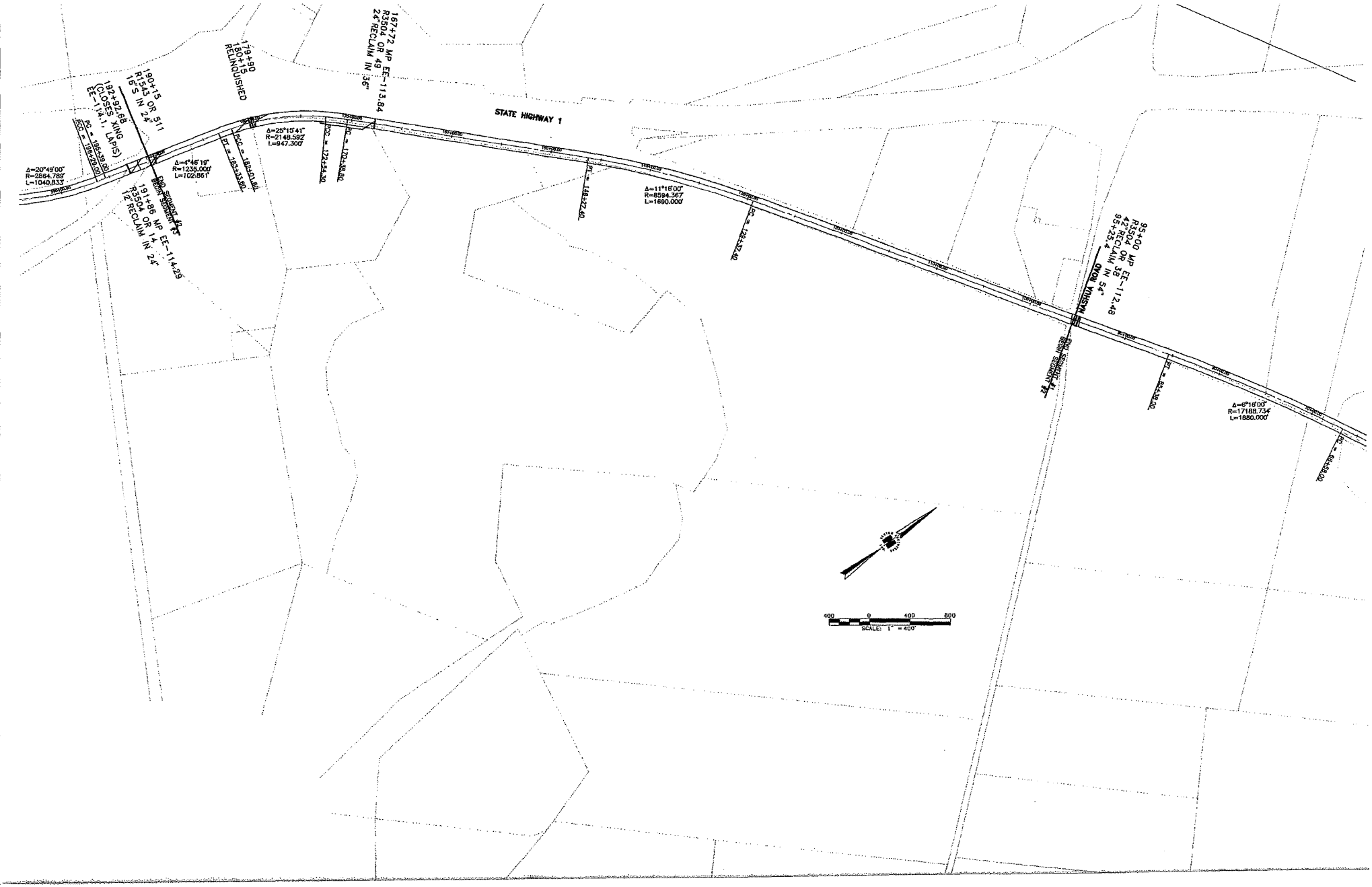
BESTOR ENGINEERS, INC.
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940


STATE HIGHWAY 1
STATE HIGHWAY 1
RESERVATION ROAD
12TH STREET
400 0 400 800
SCALE: 1" = 400'



Plat Delineating
The Monterey Branch Line
of the
Union Pacific Railroad
between
Castroville and Seaside, California

BESTOR ENGINEERS, INC.


STATE HIGHWAY 1
NASHUA ROAD
190+15 OR 511
R1543
16'S IN 24"
191+86 MP 14
R3504 OR
12" RECLAIM IN 24"
EE-114.29
182+92.68
(CLOSES XING
EE-114.1, LAP'S)
179+90
180+15
RELINQUISHED
167+72 MP
R3504 OR 49
24" RECLAIM IN 36"
EE-113.84
95+00
R3504 OR
42" RECLAIM IN 54"
95+25.4
EE-112.48
Δ=20°49'00"
R=2864.789'
L=1040.833'
Δ=4°46'19"
R=1235.000'
L=102.861'
Δ=25°15'41"
R=2149.592'
L=947.300'
Δ=11°16'00"
R=8594.367'
L=1690.000'
Δ=6°16'00"
R=17188.734'
L=1880.000'
400 0 400 800
SCALE: 1" = 400'

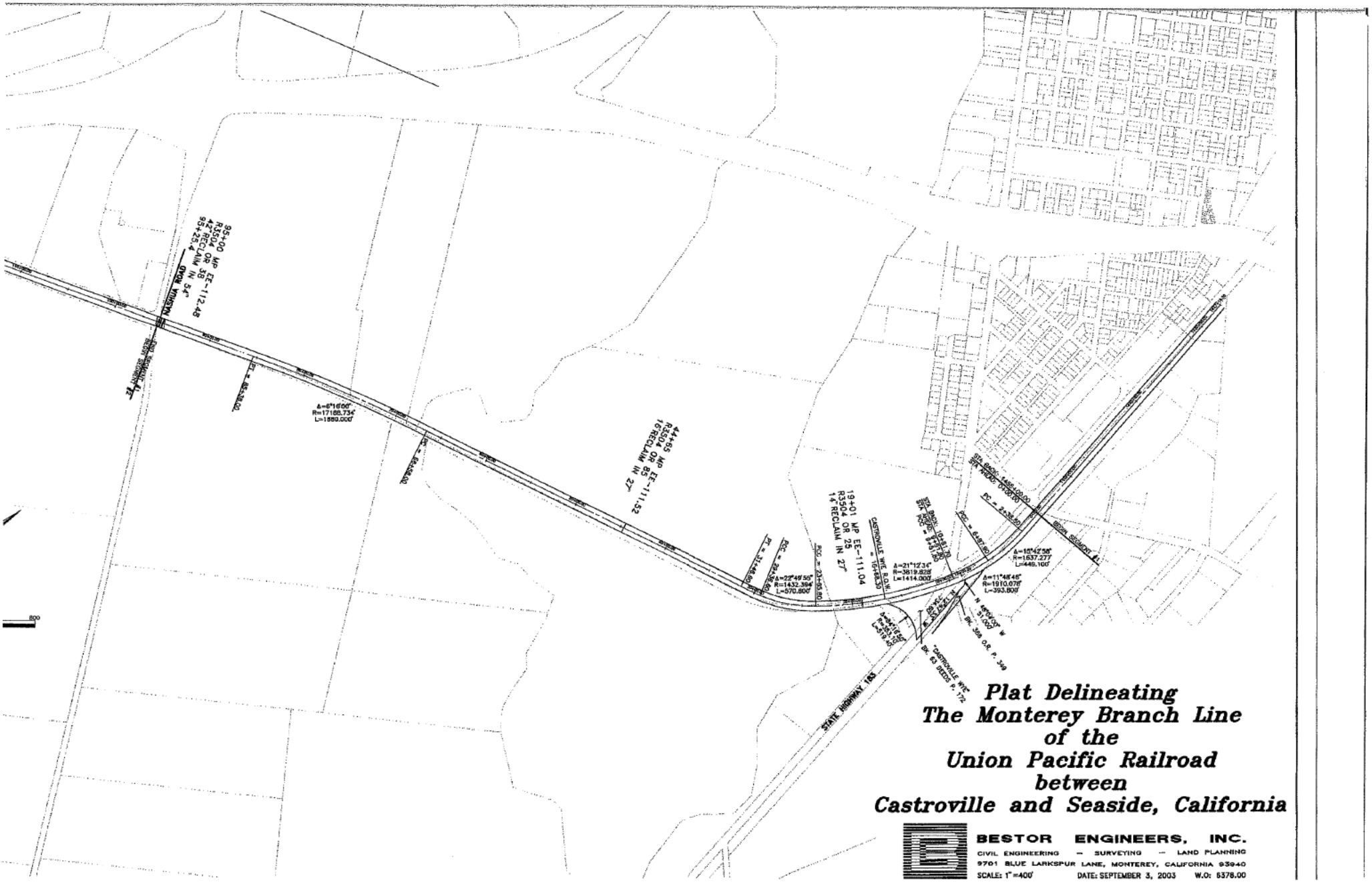
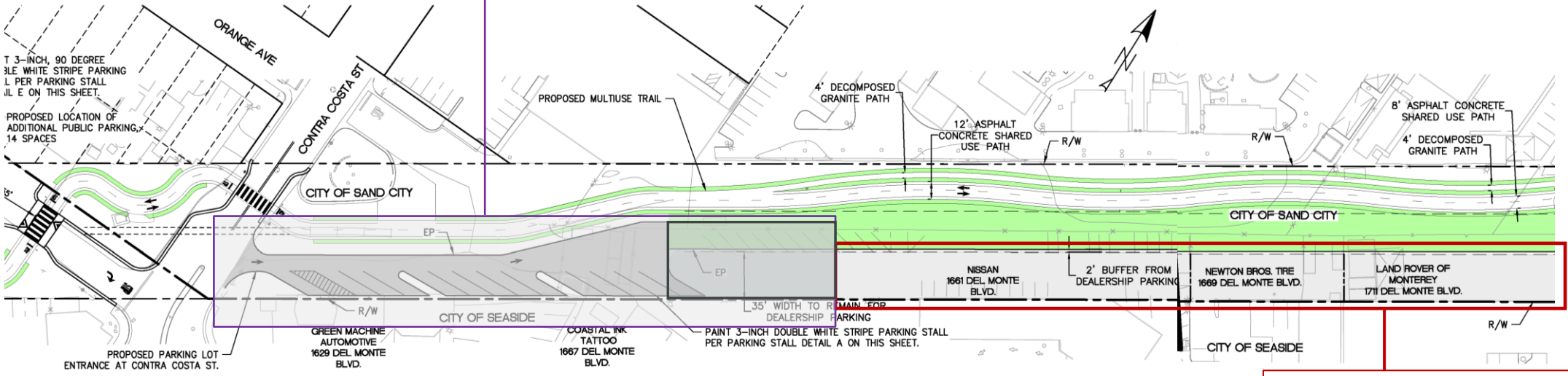

Plat Delineating
The Monterey Branch Line
of the
Union Pacific Railroad
between
Castroville and Seaside, California
BESTOR ENGINEERS, INC.
CIVIL ENGINEERING – SURVEYING – LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
SCALE: 1"=400'
DATE: SEPTEMBER 3, 2003
W.O: 5378.00
STATE HIGHWAY 183
CASTROVILLE BLVD.
NASHUA ROAD
CASTROVILLE WYE R.O.W.
95+00 MP EE-112.48 R3504 OR 38 42 RECLAIM IN 54"
19+01 MP EE-111.04 R3504 OR 25 14 RECLAIM IN 27"
44+95 MP EE-111.52 R3504 OR 85 16 RECLAIM IN 27"
Δ=6°16'00" R=1718.734' L=1880.000'
Δ=22°49'55" R=1432.394' L=570.800'
Δ=21°12'34" R=3819.828' L=1414.000'
Δ=11°48'45" R=1910.078' L=393.800'
Δ=15°42'58" R=1637.277' L=449.100'
N 44°04'07" W 31.000'
BK. 359 O.R. P. 349
"CASTROVILLE WYE" BK 63 DEEDS P. 172

EXHIBIT B
DESCRIPTION AND DEPICTION OF PROJECT

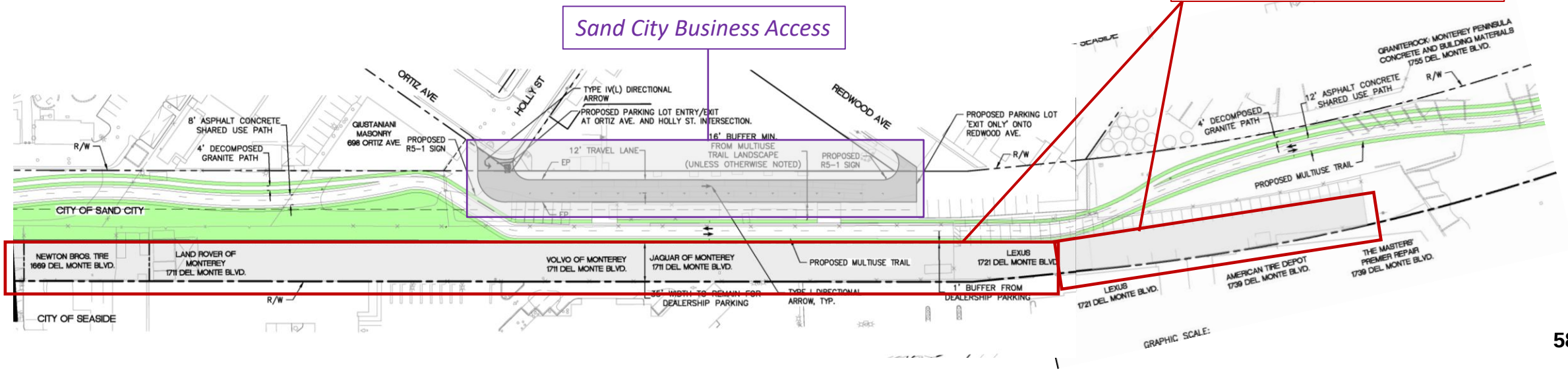
30+% Design Plans

Trailside / Trailhead Parking at Contra Costa St (Area to be refined)



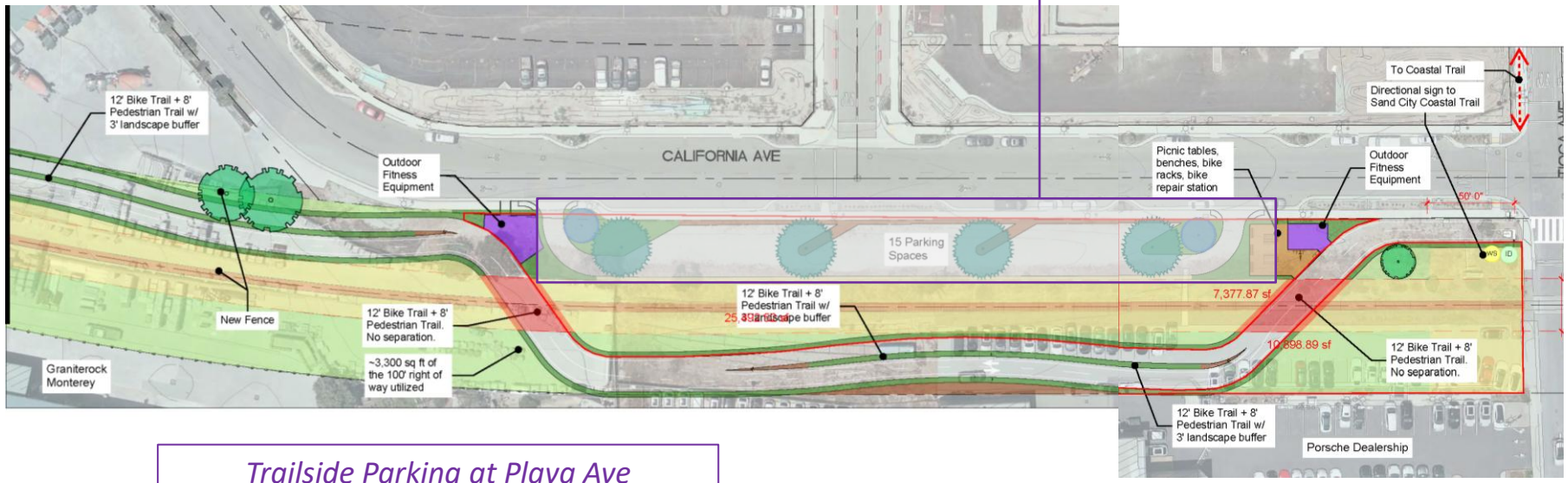
Dealership / TAMC Lease Area

Sand City Business Access



30+% Design Plans Continued

Trailside Parking at California Ave



Trailside Parking at Playa Ave

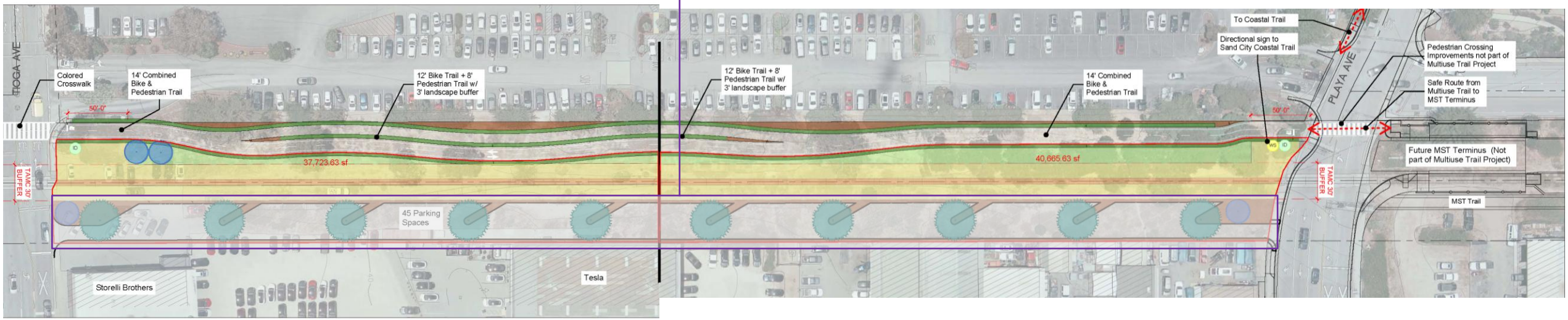


EXHIBIT C

PARKING AREA & RENT SCHEDULE

Parking Area Square Footage:	67,908
Monthly Rent per Square Feet:	$0.15 / sq. ft.
Monthly Rent:	$10,186.20

AGENDA ITEM
9B.

Approve a Resolution Authorizing the City Manager to Execute a Maintenance Agreement for Stormwater Control Measures with Don Chapin Company, DBA Greenline, in an Amount not to Exceed $492,580

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, P.E., City Engineer
SUBJECT: Adopt a resolution authorizing the City Manager to execute a maintenance agreement for Stormwater Control Measures (SCM) with Don Chapin Company, DBA Greenline, in an amount not to exceed $492,580.
DATE: **November 3, 2026**

BACKGROUND/DISCUSSION:
The City of Sand City has several Stormwater Control Measures ("SCMs") that require periodic inspection and maintenance to ensure that they function as intended. The SCMs are at various locations throughout the City and were installed by private development and/or Capital Improvement Program (CIP) projects, as summarized below:

- Two (2) 70,000-gallon interceptors within the Sand Dollar Shopping Center
- Two (2) 40,000-gallon interceptors within the Edgewater Shopping Center
- One (1) Drywell/Percolation Trench within Playa Avenue
- Two (2) Underground Infiltration Chambers within Shake Avenue at California Avenue and Morgan's Way at Tioga Avenue
- One (1) 1,000-gallon interceptor within the Police Station Parking Lot behind city hall
- One (1) Underground Infiltration Chamber within West Bay Street at Vista Del Mar

These SCMs are beyond the capacity of the City's Public Works staff to inspect and maintain and require the assistance of qualified entities with specialized experience in performing these services. To obtain these services, staff developed a Request for Proposals (RFP). The RFP was posted on PlanetBids on September 18, 2026, and proposals were due on October 22, 2026. The City received a total of two (2) proposals from the following entities:

- Greenline, a Liquid Waste Company
- Storm Water Inspection and Maintenance Services (SWIMS).

The City Engineer reviewed both proposals and determined that Greenline provided the most responsive proposal that met the criteria of the RFP. The City's intent is to execute a maintenance agreement with an initial three (3) year term with up to two (2), one (1) year extensions at the City's sole option. The total term of the agreement will not exceed five (5) years.

On March 3, 2026, the City Council approved a cost sharing agreement for maintenance, repair, restoration, and/or replacement of the interceptors within the Sand Dollar Shopping Center with Fortuna Realty Company, Inc. (Fortuna). On October 7, 2026, the cost sharing agreement was executed by both parties and became effective. The cost sharing agreement provided for the City and Fortuna to share the costs of annual maintenance of the stormwater interceptor within the Sand Dollar Shopping Center, with Fortuna contributing 87.7% and City contributing 12.3% towards the cost of maintenance. The cost for maintenance of the remaining SCMs listed above will be borne by the City.

The City Engineer worked with Don Chapin Company, DBA Greenline, to refine the scope of services for maintenance of the SCMs and develop a cost proposal which includes biannual (twice per year) inspection and maintenance. The updated cost proposal is attached to the resolution.

CEQA:
The City of Sand City has determined that this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines, Article 20, Section 15378. Under Section 15378(b)(4), the agreement is a government fiscal activity that does not commit the City to a project that may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:
Greenline proposes to provide maintenance services for an initial three (3) year base term in the amount of $492,580. The costs for maintenance of the two (2) 70,000-gallon interceptors within the Sand Dollar Shopping Center is $221,880, of which the City's share is 12.3% or $27,291.24. There is $72,218 allocated for the Storm Water Control Measures in the FY 2026/2027 approved budget; $51,000 from the Urban Run Off account (10-5509-7000) and $21,218 from the Storm Water Maintenance account (10-5506-700).

Additional funding needed for this project will be allocated out of the General Fund and brought back to Council for approval during the mid-year budget adjustment and future year budget approval process.

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a maintenance agreement for Stormwater Control Measures (SCM) with Don Chapin Company, DBA Greenline, in an amount not to exceed $492,580.

ATTACHMENTS:
1. **Resolution**
2. **Agreement**

a. **Exhibit A**
b. **Exhibit B**

3. **Map of Location of SCMs**

CITY OF SAND CITY
RESOLUTION SC ____, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT FOR STORMWATER CONTROL MEASURES WITH DON CHAPIN COMPANY, DBA GREENLINE, IN AN AMOUNT NOT TO EXCEED $492,580

WHEREAS, the City of Sand City (City) has several Stormwater Control Measures (SCMs) that require periodic inspection and maintenance to ensure that they function as intended; and

WHEREAS, the SCMs are at various locations throughout the City and were installed by private development and/or Capital Improvement Program (CIP) projects; and

WHEREAS, these SCMs are beyond the capacity of the City's Public Works Department to inspect and maintain and require the assistance of qualified entities with specialized experience in performing these services; and

WHEREAS, to obtain these services, staff developed a Request for Proposals (RFP) which was posted on PlanetBids on September 18, 2026, and proposals were due on October 22, 2026; and

WHEREAS, the City received a total of two (2) proposals which were reviewed by the City Engineer who determined that Don Chapin Company, DBA Greenline (Greenline), provided the most responsive proposal that met the criteria of the RFP; and

WHEREAS, the City Engineer worked with Greenline to refine the scope of services for maintenance of the SCMs and develop a cost proposal which includes biannual (twice per year) inspection and maintenance; and

WHEREAS, the City Engineer recommends approval of a maintenance agreement with Greenline.

NOW, THEREFORE, BE IT HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Sand City, State of California, as follows:

1. That the City Council adopt a resolution authorizing the City Manager to execute a maintenance agreement for Stormwater Control Measures (SCM) with Don Chapin Company, DBA Greenline, in an amount not to exceed $492,580, in substantially the same form as attached to this resolution.

PASSED AND ADOPTED, at a regular meeting of 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

RESOLUTION ATTACHMENT

RESOLUTION SC-26-XX (2026)

MAINTENANCE AGREEMENT FOR STORMWATER CONTROL MEASURES (SCM) FOR THE CITY OF SAND CITY

This Agreement ("AGREEMENT") is entered into as of this 3rd day of November, 2026, by and between:

The City of Sand City, with its principal address at 1 Pendergrass Wy, Sand City, California, 93955. (hereinafter "CITY")

And,

The Don Chapin Company, Inc DBA Greenline LWH, with a business address of 560 Crazy Horse Canyon Rd Salinas, Ca 93907 (hereinafter COMPANY).

WHEREAS, CITY desires to obtain maintenance services for Stormwater Control Measures (SCMs), at various locations in the City, as described in Appendix A; and

WHEREAS, CITY desires to contract with COMPANY to provide maintenance of the SCMs, and COMPANY desires and agrees to provide such services for the compensation provided herein; and

WHEREAS, CITY affirms that SCMs are or will be built in accordance with all applicable local, state, and federal regulations and that the SCMs will be in good working order, do not contain any known defective equipment not under warranty from the manufacturer or construction contractor, and are suitable and adequate for the reasonable needs of its expected operations and is capable of meeting the requirements as specified in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4 General Permit); and

WHEREAS, the MS4 General Permit requires that Stormwater Control Measures (SCMs) be maintained within the City's permit boundary (City Limits) to ensure that they operate as intended; and

WHEREAS, CITY and COMPANY (hereinafter collectively "PARTIES") desire to contract with COMPANY providing services set forth in this AGREEMENT. Therefore, the effective date of this AGREEMENT shall be the 3rd of November, 2026 (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CITY and COMPANY hereby agree as follows:

SECTION 1. General Provisions and Definitions

1.1 This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. The venue of any action or proceeding arising out of this AGREEMENT shall be Monterey County, California.

1.2 All notices shall be in writing and transmitted to the PARTIES' addresses noted above.

1.3 Neither COMPANY nor its parent corporation, employees, officers or representatives have any interest, nor will they directly or indirectly acquire any interest that will conflict with the performance of the responsibilities of COMPANY provided for in this AGREEMENT and that COMPANY, its parent corporation, employees, officers and representatives will comply with all national, state and local laws, statutes, regulations, and ordinances in performing the responsibilities provided for in this AGREEMENT.

1.4 The parties agree that in the event that any paragraph or provision of this AGREEMENT is determined by a court to be invalid or unenforceable, all other provisions of the AGREEMENT shall remain valid and in full force and effect unless such change substantially alters the nature of the AGREEMENT for either party.

1.5 The parties agree that this AGREEMENT and its appendices constitute the entire AGREEMENT between both parties and may be modified only by written AGREEMENT signed by both parties.

1.6 In the event of litigation by either party to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorneys' fees directly attributable to the litigation, in addition to any other relief to which the party may be entitled.

SECTION 2. Ownership

2.1 All of the land, buildings, SCMs, easements, licenses, rights-of-way, equipment, tools, parts, documents (whether written or stored electronically), materials, and supplies, currently: [a] owned by CITY as a part of SCM at the start of AGREEMENT, [b] subsequently added by CITY or replaced/repaired/improved by COMPANY through its maintenance of SCMs, or [c] subsequently added by COMPANY through a change order or amendment to AGREEMENT shall be and remain the exclusive property of CITY.

2.2 Documents directly pertaining to operation records, maintenance records, operation procedures, maintenance procedures, including, where appropriate, reports, studies, memoranda and such other information related to these, as may be gathered by COMPANY in the performance of the duties set forth in the Scope of Services - whether written or stored electronically - shall be the property of CITY and shall be available for inspection and use by CITY or its designee at any

time between 8 am and 5 pm, Monday through Friday and at such other times as may be mutually agreeable to CITY and COMPANY. Other COMPANY correspondence, personnel records, internal communications, and confidential financial information shall remain the property of the COMPANY. COMPANY shall provide quantity and quality of laboratory services, parts and labor for any change in scope or operating parameters subject to the provisions of Section 6.1.c.

SECTION 3. Term of AGREEMENT and Termination

3.1 The term of this AGREEMENT ("TERM") shall be 36 months unless sooner terminated pursuant to the provisions of this Agreement, with the ability for two (2), one (1) year term extensions. The TERM of this AGREEMENT shall commence on November 3rd, 2026.

3.2 Either Party may terminate this Agreement in its entirety, at any time and without cause, with thirty days advance written notice.

3.3 Upon the expiration, or termination due to COMPANY's material breach of this AGREEMENT, or termination of a part of this agreement pursuant to Section 3.2, COMPANY will cooperate fully with CITY in providing information, training, and on-site assistance to CITY or its designee responsible for continued operation of the SCM.

3.4 The parties may amend this Agreement only in writing signed by all parties.

3.5 For the duration of this AGREEMENT, in the event of material breach by either party, providing that such dissatisfied party first provides written notice of such breach to the other party and such breach is not connected within sixty (60) calendar days from the date of said notice, the dissatisfied party may terminate the AGREEMENT thereafter on seven (7) days written notice. The sixty (60) calendar day correction period may be extended by mutual AGREEMENT of both parties. The party receiving such notice shall be given this time as an opportunity to correct the breach; provided, however, that if said breach is not connected within said time period, the AGREEMENT may be terminated and considered null and void.

3.6 If COMPANY 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 COMPANY pursuant to this Agreement

c) Retain a different COMPANY to complete the work described in a given task order not finished by COMPANY

3.7 If COMPANY shall become insolvent at any time during the term of this AGREEMENT, or if proceeding in bankruptcy shall be instituted by or against COMPANY, or if COMPANY shall be adjudged bankrupt or insolvent by any Court, or if proceedings in bankruptcy shall be instituted by or against COMPANY, or if COMPANY shall be adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in bankruptcy or trustee in bankruptcy or a receiver of any property of COMPANY shall be appointed in any suit or proceeding brought by or against COMPANY, or if COMPANY shall make an assignment for the benefit of creditors, then, and in each and every such case, this AGREEMENT immediately shall be subject to termination at the option of CITY.

3.8 In the event that the CITY sells, leases, disposes of, or enters into a public-private partnership (P3) or other non-labor contract, or decides to replace the subject labor contract with CITY employees, for the above services, the CITY shall have the right to terminate the contract with COMPANY upon NINETY (90) DAYS notice.

3.9 Upon expiration of the term of the AGREEMENT or the earlier termination of the AGREEMENT, the SCMs shall be in sound operating condition and in a state of repair that is consistent with prudent use and maintenance during the term of the AGREEMENT in accordance with customary utility standards, reasonable wear and tear excepted.

SECTION 4. COMPANY as Independent Contractor

4.1 The relationship of the COMPANY to CITY is that of an independent contractor.

a) COMPANY is and shall at all times remain as to the CITY a wholly independent contractor and not an employee of CITY. The personnel performing the services under this Agreement on behalf of COMPANY shall at all times be under COMPANY's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of COMPANY or any of COMPANY's officers, employees, subcontractors or agents, except as set forth in this Agreement. COMPANY 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. COMPANY 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 COMPANY in connection with the performance of this Agreement. Except for the fees paid to COMPANY as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to COMPANY for performing services, hereunder for CITY. CITY shall not be liable for compensation or indemnification to COMPANY for injury or sickness arising out of performing services hereunder.

c) COMPANY represents that COMPANY possessed distinct skills in performing the SERVICES. CITY has relied upon said representation as a material inducement to enter into this Agreement. COMPANY shall, therefore, provide

properly skilled and technical personnel to perform all Services under this Agreement.

SECTION 5. Compensation and Payment:

5.1 CITY shall pay to COMPANY:

a) The City agrees to pay COMPANY based on Exhibit B, Cost Proposal, for services performed as described in Scope of Work Exhibit A, 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 Four Hundred Ninety Two Thousand and Five Hundred Eighty Dollars ($492,580) for the total term of the agreement. Except as specifically authorized by CITY in writing, COMPANY shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by COMPANY on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

b) COMPANY shall not be compensated for any services rendered in connection with its performance of the 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. COMPANY shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and COMPANY at the time CITY's written authorization is given to COMPANY 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 Forty Nine Thousand and Two Hundred Fifty Eight dollars ($49,258) 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) COMPANY will submit invoices 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 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 COMPANY 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 6. State Prevailing Wage

6.1 Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

SECTION 7. Indemnity, Liability and Insurance:

7.1 Indemnity

a) To the fullest extent permitted by law, COMPANY 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 COMPANY, its officers, agents, employees or subconsultants (or any agency or individual that COMPANY shall bear the legal liability thereof) in the performance of services under this Agreement. COMPANY'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 COMPANY, COMPANY waives any and all rights of any type to express or implied indemnity against the Indemnified Parties.

7.2 Duty to Defend

a) 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, COMPANY shall defend the CITY at COMPANY'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 COMPANY's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity.

7.3 California Civil Code Section 2782.8

a) Notwithstanding the foregoing, to the extent that the COMPANY'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.

SECTION 8. Insurance

8.1 COMPANY 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.

SECTION 9. Legal Responsibilities

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

SECTION 10. Undue Influence/Conflict of Interest

10.1 COMPANY 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 COMPANY, or from any officer, employee or agent of COMPANY, 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. COMPANY may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place COMPANY in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

10.2 In accordance with the Levine Act, Government Code Section 84308 et seq., no person who is a director, officer, partner, trustee or employee or COMPANY 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.

SECTION 11. No Benefit to Arise to Local Employees

11.1 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.

SECTION 12. Inspection

12.1 COMPANY 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 COMPANY of any of its obligations pursuant to this Agreement.

SECTION 13. Release of Information/Conflicts of Interest

13.1 All information gained by COMPANY in performance of this AGREEMENT shall be considered confidential and shall not be released by COMPANY without CITY's prior written authorization. COMPANY, 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 COMPANY gives CITY notice of such court order or subpoena.

13.2 COMPANY shall promptly notify CITY should COMPANY, 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 COMPANY is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent COMPANY 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 COMPANY in such proceeding, COMPANY agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by COMPANY. 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.

SECTION 14. Consultant No Agent

14.1 Except as CITY may specify in writing, COMPANY shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. COMPANY shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

SECTION 15. 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:	Don Chapin Company, DBA Greenline Liquid Waste Haulers 560 Crazy Horse Canyon Rd Salinas, CA 93907 Attention: Brian Honegger

SECTION 16. Assignment

The COMPANY 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 COMPANY shall perform the services described in this Agreement. Upon termination of this Agreement, COMPANY'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 COMPANY.

Before COMPANY retains or contracts with any subcontractor, COMPANY shall provide CITY with the identity of the proposed COMPANY, a copy of the proposed written contract between COMPANY 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.

SECTION 17. Licenses

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

SECTION 18. Governing Law

18.1 The CITY and COMPANY 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.

SECTION 19. Entire Agreement

19.1 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.

SECTION 20. Severability/No Implied Waiver of Breach

20.1 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.

20.2 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.

SECTION 21. Amendment

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

SECTION 22. Litigation

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

SECTION 23. Construction

23.1 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.

SECTION 24. Mediation

24.1 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.

SECTION 25. Headings

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

SECTION 26. Survival

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

SECTION 27. Attorneys Fees

27.1 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.

SECTION 28. Authority to Execute this Agreement

28.1 The person or persons executing this Agreement on behalf of COMPANY warrants and represents that he/she has the authority to execute this Agreement on behalf of the COMPANY and has the authority to bind COMPANY 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.

COMPANY

By:_____
(Signature) Date

_____
(Typed Name)

_____
(Title)

CITY OF SAND CITY

_____ _____
Vibeke Norgaard, City Manager Date

ATTEST:

_____
Kerry Lindstrom, City Clerk Date

_____
Audrey Cray, Risk Manager Date

APPROVED AS TO FORM:

By: _____ _____
Adam Lindgren, City Attorney Date

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Cost Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

COMPANY'S PROPOSAL

EXHIBIT B

COST PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting COMPANY's indemnification of CITY, and prior to commencement of Work, COMPANY 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. COMPANY 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. COMPANY 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. COMPANY 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 COMPANY 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. COMPANY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

COMPANY 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]. COMPANY 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. COMPANY 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. COMPANY 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 COMPANY, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by COMPANY 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 COMPANY or CITY will withhold amounts sufficient to pay premium from COMPANY payments. In the alternative, CITY may cancel this AGREEMENT.

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow COMPANY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. COMPANY 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). COMPANY acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform COMPANY 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. COMPANY 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 COMPANY'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. COMPANY 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 COMPANY, provide the same minimum insurance coverage and endorsements required of COMPANY. COMPANY 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. COMPANY 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 COMPANY

ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the COMPANY, the CITY and COMPANY may renegotiate COMPANY'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. COMPANY shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from COMPANY's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. COMPANY 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 A
SCOPE OF SERVICES
FOR MAINTENANCE OF STORMWATER CONTROL MEASURES

Date: 10/29/26

The scope of services shall include all reasonably necessary services required for the maintenance and inspection of approximately seven (7) Stormwater Control Measures (SCMs) at various locations within the City. Maintenance services will be performed annually and biannually. The frequency of maintenance will depend on the requirements of each SCM.

1. Maintenance shall be performed prior to, or at the beginning of, the rainy season (October – April) to ensure that the SCMs function as best as possible. Maintenance shall be scheduled with the City Engineer in advance of the work being performed.

2. The Contractor shall provide all labor, tools, equipment, supplies, traffic control and other items as necessary to perform the maintenance services. No parking signs, if needed, must be posted 72 hours in advance, in accordance with the Sand City Municipal Code.

3. Maintenance services shall include the following:
   a) Inspect and maintain two (2) 70,000-gallon Interceptors within the Sand Dollar Shopping Center.
   b) Inspect and maintain two (2) 40,000-gallon Interceptors within the Edgewater Shopping Center.
   c) Inspect and maintain one (1) 1,000-gallon Interceptor within the Police Department Parking Lot.
   d) Interceptor inspection and maintenance shall be performed as follows:
      i. Biannually
         - Remove all accessible floatables via vacuum hose at access points.
         - Measure sediment and water levels from each weir chamber.
         - Clean and/or replace oil absorbent pillows.
         - Inspect inflow and outflow pipes and all functioning parts using a Closed-Circuit Television (CCTV) tractor camera system or similar via access points.
         - Prepare detailed report with before and after photos.
         - The area of work shall be closed to parking during work hours. The closing of the work area shall be kept to a minimum. The local business managers shall be contacted before proceeding with the work and closing the parking areas.

      ii. Once every 3 years
         - Remove all accessible floatables via vacuum hose at access points.

- Decant all standing water and dispose of retrievable sediment, oils, etc. in accordance with all applicable local, state, and federal laws and regulations.
- Hydro-jet vault interior and inspect for any damage to the system using a Closed-Circuit Television (CCTV) tractor camera system or similar.
- Prepare detailed report with before and after photos
- Disposal of standing water may be discharged to the nearest sanitary sewer system, subject to a permit and/or approval from the local sewer district. The City shall obtain the permit and/or approval from the local sewer district.
- Disposal of sediment may occur at the ReGen Monterey landfill located at 14201 Del Monte Blvd. in unincorporated Monterey County, approximately 10 miles north of the City of Sand City. The Contractor shall be responsible for obtaining any approvals from ReGen Monterey necessary for this disposal.

e) Inspect one (1) Drywell/Percolation Trench within Playa Avenue and provide recommendations for maintenance.

f) Inspect and maintain two (2) MC-4500 StormTech Chambers with Isolator Rows and Barracuda Hydrodynamic Separator, within Morgan's Way and Shake Avenue. Frequency: once per year.

g) Inspect and maintain one (1) ADS MC-3500 and 30" Nyoplast Drain Basin and Concrete Collar within West Bay Street. Frequency: once per year.

h) The Contractor shall provide a detailed Inspection and Maintenance Report for each SCM, in electronic format (Adobe PDF), that includes at minimum, the following information:

i. Title page, contractor's name, address, and the name of the report preparer.
ii. Date and location of the SCM receiving maintenance.
iii. A description of the SCM receiving maintenance.
iv. Detailed description of the SCM condition, including filter media, sediment levels, water levels, water clarity, surface debris, condition of functioning parts, and any system damage.
v. Detailed summary of the maintenance work performed, including inspection of any pipes, chambers, interceptors, manholes, hydrodynamic separators, etc.
vi. Recommendations for additional maintenance and/or repair, if needed.
vii. Before and after photos.
viii. The report shall accompany the contractor's invoice for maintenance services and shall be required prior to any payment.
ix. The Contractor may include various SCMs within one report to be as efficient as possible, subject to approval by the City.

COST PROPOSAL FOR MAINTENANCE SERVICES FOR STORMWATER CONTROL MEASURES- The Don Chapin Company dba. Tom's Septic Construction dba. Greenline Liquid Waste Haulers

COST PROPOSAL Revision #1 (Revised Scope per 10/28/2026 email)

Submitted by: The Don Chapin Company, Inc. dba Tom's Septic Construction dba Greenline Liquid Waste Haulers

Primary Contact: Brian Honegger
Telephone: 831-422-2298
Email: bhonegger@greenlinelwc.com

1. Hourly Rate and Equipment Schedule

Green Line proposes to perform the required stormwater control measure maintenance services using our hourly labor and equipment rates listed below. We will quantify the estimated labor hours, equipment hours and disposal quantities to complete the required services. All rates are based on Prevailing Wage Rates

Equipment / Labor	Unit	Proposed Rate
Vacuum Truck (operated)	Per hour	$335.00
Hydro-Jetter Truck (operated)	Per hour	$335.00
CCTV Inspection Van (operated)	Per hour	$360.00
Additional Laborer	Per hour	$ 95.00
Inspection Labor	Per hour	$175.00
Confined-Space Entry Team	Per hour	$295.00
Traffic Control (operated)	Per Day	$2,600.00
Disposal of Material (Pending Approvals)	Per load	$510.00

Rate Schedule Notes (Per 10/28/2026 change in scope meeting)

1. Labor and equipment hours will be estimated based on the anticipation of “normal” use of the facilities between their bi-annual servicing.
2. Approvals for standing water disposal to be obtained by City of Sand City. If standing water is needed to be hauled to a Monterey One Water there will be additional Vacuum Trucks costs and associated tipping fees upon approval from the facility. If approvals cannot be obtained at Monterey One Water another facility must be agreed to and designated by The City of Sand City.
3. Sludge disposal costs will be estimated with discharge at ReGen Monterey Landfill or Monterey One Water. If approvals cannot be obtained at these locations another location must be determined and any increase in disposal fees, travel time, tipping fees, etc. will be the responsibility of The City of Sand City.
4. Should a jetting nozzle or camera become “stuck” all work operations to dislodge the nozzle or camera and any remediation work needed will be at the cost of The City of Sand City.
5. This is an estimation of cost based on The City of Sand City’s Stormwater Control Measures, having had regular servicing intervals in previous years.
6. We are estimating that there is approximately 1.5’ to 2’ of sediment in the various SCM’s (Interceptors, Vaults and Drywell/Percolation Trench).
7. Actual cost will be calculated on actual labor hours worked, equipment hours on site, loads disposed, traffic control used, confined space entry, and all other actual costs incurred.
8. Inspection of Infiltration Chamber systems is dependent on access into each individual chamber.

2A. Cost Proposal — Two 70,000-Gallon Interceptors Bi-Annual Service (twice a year)

Green Line
A LIQUID WASTE COMPANY

Facility Description: Service and maintenance of two 70,000-gallon stormwater interceptors per service.

Service Component	Estimated Hours
Vacuum Truck	16 hrs X $335.00 = $5,360.00
Additional Labor	16 hrs X $ 95.00 = $1,520.00
Disposal of Recovered Material	2 loads X $510.00 = $1,020.00
CCTV Inspection Van	16 hrs X $360.00 = $5,760.00
CCTV Inspection Labor	16 hrs X $175.00 = $2,800.00
	Total: $16,460.00

2B. Cost Proposal — Two 70,000-Gallon Interceptors Once Every 3 Years Service

Facility Description: Service and maintenance of two 70,000-gallon stormwater interceptors per service.

Service Component	Estimated Hours
Vacuum Truck	107 hrs X $335.00 = $35,845.00
Hydro-Jetter Truck	96 hrs X $335.00 = $32,160.00
Additional Labor	107 hrs X $335.00 = $35,845.00
CCTV Inspection Van	16 hrs X $360.00 = $5,760.00
CCTV Inspection Labor	16 hrs X $175.00 = $2,800.00
Disposal of Recovered Materials	21 loads X $510.00 = $10,710.00
	Total: $123,120.00

Green Line
A LIQUID WASTE COMPANY

3A. Cost Proposal — Two 40,000-Gallon Interceptors Bi-Annual Service (twice a year)

Facility Description: Service and maintenance of two 40,000-gallon stormwater interceptors per service.

Service Component	Estimated Hours
Vacuum Truck	12 hrs X $335.00 = $4,020.00
Additional Labor	12 hrs X $335.00 = $4,020.00
Disposal of Recovered Material	2 loads X $510.00 = $1,020.00
CCTV Inspection Van	12 hrs X $360.00 = $4,320.00
CCTV Inspection Labor	12 hrs X $175.00 = $2,100.00
	Total: $15,480.00

3B. Cost Proposal — Two 40,000-Gallon Interceptors Once Every 3 Years Service

Facility Description: Service and maintenance of two 40,000-gallon stormwater interceptors per service.

Service Component	Estimated Hours
Vacuum Truck	45 hrs X $335.00 = $15,075.00
Hydro-Jetter Truck	40 hrs X $335.00 = $13,400.00
Additional Labor	45 hrs X $95.00 = $4,275.00
CCTV Inspection Van	16 hrs X $360.00 = $5,760.00
CCTV Inspection Labor	16 hrs X $175.00 = $2,800.00
Disposal of Recovered Materials	9 loads X $510.00 = $4,590.00
	Total: $45,900.00

Green Line
A LIQUID WASTE COMPANY

4. Cost Proposal — Drywell / Percolation Trench

Facility Description: Inspect the City's drywell/percolation trench and provide recommendations for service.

Service Component	Estimated Hours
CCTV Inspection Van	48 hrs X $360.00 = $17,280.00
CCTV Inspection Labor	48 hrs X $175.00 = $8,400.00
Confined Space Entry Team	40 hrs X $295.00 = $11,800.00
Traffic Control	6 days X $2,600.00 = $15,600.00
	Total: $53,080.00

5. Cost Proposal — Three Hydrodynamic Separators, Associated Infiltration Chambers, and One 1,000-Gallon Interceptor

Facility Description: Service and maintenance of three hydrodynamic separators, associated infiltration chambers, and one 1,000-gallon interceptor per service.

Service Component	Estimated Hours
Vacuum Truck	16 hrs X $335.00 = $5,360.00
Hydro-Jetter Truck	16hrs X $335.00 = $5,360.00
Disposal of Recovered Material	2 loads X $510.00 = $1,020.00
Inspection Labor	8 hrs X $175.00 = $1,400.00
	Total: $13,140.00

Attachment 1

SCM Locations



AGENDA ITEM
9C.

Approve a Resolution Adopting a Code of Conduct for the City Council and City Committees

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Resolution: Code of Conduct for the City Council and City Committees
DATE: **November 3, 2026**

BACKGROUND/DISCUSSION
Members of the City Council and of the City's Committees hold positions of public trust. Residents, businesses, and City staff expect a local government that is fair, ethical, respectful, and accountable. Many cities in California have therefore adopted codes of conduct to govern the day-to-day expectations for how public officials conduct meetings, interact with one another and with City staff, and engage with the public. These policies set shared expectations for behavior and decision-making, clarify roles under the Council-Manager form of government, and give officials a common reference point when questions arise. Sand City does not currently have a written Code of Conduct for its City Council and City Committees. At the Mayor's request, City staff has drafted the attached code of conduct. If adopted, staff will provide it to all current Council and Committee members and include it in orientation materials for newly elected and appointed officials.

FISCAL IMPACT
There is no fiscal impact associated with adopting the resolution. Distribution and orientation can be handled within existing staff resources.

ENVIRONMENTAL REVIEW
Adoption of the resolution is not a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5). It is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

RECOMMENDATION:
Staff recommends that the City Council adopt Resolution SC 26-___, 2026, approving a Code of Conduct for the City Council and City Committees.

ATTACHMENTS:
1. Resolution

CITY OF SAND CITY

RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY ADOPTING A CODE OF CONDUCT FOR THE CITY COUNCIL AND CITY COMMITTEES

WHEREAS, the City Council and appointed officials hold positions of public trust, and the residents, businesses, organizations, and staff are entitled to a local government that is fair, ethical, respectful, and accountable; and

WHEREAS, the City Council recognizes that elected and appointed officials are expected to uphold the highest standards of integrity and professionalism and that their actions and decisions should consistently reflect honesty, fairness, transparency, accountability and upholding the interests of the residents and City they serve; and

WHEREAS, adopting a Code of Conduct establishes clear expectations for behavior, decision-making, and interactions that promote effective governance, strengthen public confidence, and foster a positive and respectful work environment; and

WHEREAS, this Code of Conduct serves as a framework of guiding principles, including acting in the public's interest, demonstrating honesty and fairness, respecting diverse views, supporting civility and inclusion, complying with the law, avoiding impropriety, respecting staff roles, maintaining confidentiality, and committing to transparency and accountability; and

WHEREAS, this Code of Conduct is intended to be largely self-enforcing, with the expectation that officials will embrace its provisions, encourage their colleagues to do the same, and accept accountability for violations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve a Code of Conduct for the City Council and City Committees to agree to comply with the following principles:

A. **Norms and Expectations**

a. As elected and appointed representatives and as stewards of City resources, we are charged with finding common ground and working toward the best interests of the City as a whole;

b. Conduct ourselves in a professional manner, treating each other, City staff, the City Manager, the City Attorney and members of the public with dignity, courtesy, and respect and refrain from inappropriate behavior and derogatory comments;

c. Place the interests of constituents and the City of Sand City above personal or private interests;

d. Value all opinions, be tolerant of new and different ideas, and encourage creativity and innovation;

e. Be attentive to others, limiting interruptions and distractions;

f. Be candid with each other about ideas and feelings, and resolve conflicts directly;

g. Place clear and realistic expectations on staff resources and time when requesting action at Council meetings;
h. Respect and take into account the professional advice of the City Manager, City Attorney and City staff when requesting action at Council meetings;
i. Start and end meetings on time, work from an agenda, and be present, attentive, and prepared and be respectful of one another's time when expressing opinions on matters on the agenda;
j. Be fair, impartial, and unbiased when voting on quasi-judicial actions;
k. Recognize that matters of a confidential nature are to be kept private and undisclosed;
j. Respect the Council-Manager form of government, and do not interfere with the City Manager's role or the professional duties of City staff;
k. Understand that the City Council and City Committees act as bodies; all members are equal, direction is given and when direction is given by majority vote, all members will respect and support the body's direction.

B. **Conduct Among Members of the City Council and City Committees**

a. Value each other's time;
b. Respect each other's opportunity to speak and, if necessary, agree to disagree;
c. Avoid offensive negative comments and practice civility and decorum during discussions and debate.

C. **Conduct with City Manager, City Attorney and Staff**

a. Understand that the City Manager's role is to implement Council's policy decisions through the administrative functions of the City;
b. Understand that the Council's role is a policy-making role and it does not direct, interfere with, or micromanage day-to-day administrative operations of the City;
c. Understand that because the City Council and City Committees act only as bodies, direction to the City Manager and City Attorney is never provided by individual members of the City Council;
d. Treat staff professionally and refrain from publicly or directly criticizing individual employees;
e. Request answers to substantive questions on agenda items from the City Manager, or legal questions from the City Attorney, prior to the Council meeting whenever possible;
f. Understand that all Council requests that deal with policy issues, and all Council requests that could be construed as direction, must be directed to the City Manager, while only very general questions or inquiries may be addressed to City department heads, see below for more detailed examples:

    i Council and Committee members ("Members") may contact City staff directly for information made readily available to the general public on a regular basis (e.g., "What are time is city hall open

today?") and for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the City?" or "Under what circumstances does the City lower its flags to half-mast?").

ii Any Member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the City Manager, or to the City Attorney, as appropriate (e.g., "How many hours has the City Engineer worked last month" or "What is the logic behind the City's setback requirements?"). The City Manager (or City Attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers or Committee members, the City Manager, and the City Attorney as appropriate. Any member request for a meeting with City staff must be directed to the City Manager.

D. **Conduct with the Public**

a. Make the public feel welcome;
b. Be impartial, respectful, and without prejudice toward the public;
c. Do not argue back and forth with members of the public; if follow up is needed, the City Manager may be asked whether he/she can provide a response to the comment;
d. Make no promises to the public on behalf of the City.

E. **Principles of Proper Conduct**

a. Proper conduct IS …
   i Keeping promises
   ii Being dependable
   iii Building a solid reputation
   iv Participating and being available
   v Demonstrating patience
   vi Showing empathy
   vii Holding onto ethical principles under stress
   viii Listening attentively
   ix Studying thoroughly
   x Keeping integrity intact
   xi Overcoming discouragement
   xii Going above and beyond, time and time again
   xiii Modeling a professional manner
b. Proper conduct IS NOT …
   i Showing antagonism or hostility

ii Deliberately lying or misleading
iii Speaking recklessly
iv Spreading rumors
v Stirring up bad feelings, divisiveness
vi Acting in a self-righteous manner

F. **Conduct with Other Agencies**

a. Project a positive image of the City when working with other agencies.
b. Represent official policies or positions of the City, not personal or private views, when serving as delegates of a legislative body.
c. Explicitly state when opinions and positions do not represent the legislative body when representing their individual opinions and/or positions, and not allow the inference that they do.
d. If serving as an alternate on an outside agency's Board, commission or committee, limit participation to instances in which the regular member is unable to be present. If an alternate desires to be present at a meeting in spite of the presence of the regular member, the alternate's role is limited to that of any other member of the public, and the alternate may only join in the meeting in the same way any member of the public does.

G. **Agenda Setting**

a. The agenda is the official guide for Council meetings, it is prepared by staff and includes current legislative and policy issues that Council reviews and on which the Council may take action. By law and subject to very limited exceptions, the Council cannot take action on items or issues which are not listed on the agenda.
b. The City Manager, the City Clerk, and the City Attorney meet with the Mayor, and other members of the Council as necessary, to collaborate on the setting of the agenda. Unless otherwise specifically directed by the entire Council, the City Manager shall have final authority to set the agenda.

This Code of Conduct is intended for use by the City Council and City Committees, City staff, the City Manager, and the City Attorney; it does not create any right of enforcement by members of the public.

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

AGENDA ITEM
9D.

Approve a Resolution Proclaiming the Threatened Existence of a Local Emergency Due to the Developing 2026-2027 El Niño Event

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Local Emergency Declaration and Preparedness for Anticipated 2026-27 El Niño Event
DATE: **November 3, 2026**

BACKGROUND/DISCUSSION:

On September 21, 2026, California Governor Gavin Newsom issued a Proclamation of a State of Emergency (Attachment 2) in response to the developing El Niño event in the Pacific Ocean. The proclamation directs state agencies to coordinate preparedness, stage resources, and support local protective measures. Although El Niño can increase the potential for significant storms, impacts vary by location and depend on storm tracks, rainfall intensity and duration, wind, and local conditions. The proclamation advises state and local agencies to get ahead of the El Niño season and it directs state agencies to prioritize and expedite permitting, consultation, and technical assistance for flood and storm-related infrastructure work; streamlines procurement so emergency contracts can move quickly; directs the Coastal Commission to fast-track review of coastal-preparedness projects; and calls for identifying and pre-positioning resources for at-risk highways, bridges, culverts, drainage, and slopes. Several jurisdictions in the region, including Salinas, Carmel-by-the-Sea, and Del Rey Oaks, have also adopted proclamations and resolutions establishing a local emergency in response to the threatened conditions associated with the 2026–2027 El Niño event.

Sand City's coastal location and low-lying areas create potential exposure to coastal flooding, erosion, high winds, roadway hazards, power outages, and interruptions to essential services. Continuous or prolonged storms could place simultaneous demands on drainage systems, emergency response, traffic control, and restoration of essential services. These potential conditions support establishing the threatened existence of a local emergency in anticipation of possible storm impacts.

The proposed resolution would establish a local emergency based on the threatened conditions associated with the 2026–2027 El Niño event in accordance with Sand City Municipal Code Chapter 2.12. The resolution strengthens the City's ability to coordinate

resources with the State, opens the door to possible funding, and may help streamline regulatory steps for storm preparation. It would support advanced preparedness and coordination while recognizing that actual local impacts will depend on weather and coastal conditions.

Preparedness activities may include:

- Inspecting and maintaining drainage facilities, including the 90-inch outfall at the end of West Bay Street in coordination with the City of Seaside.
- Inspect and maintain the City's storm drain network to ensure catch basins and pipes are cleared before the first significant rain event.
- Inspect and maintain larger, stormwater Structural Control Measures (SCMs) such as interceptors, drywell/percolation trenches, and underground infiltration systems.
- Perform rapid vulnerability assessments of the most exposed City assets, including; West Bay Street and the observation platform, and stormwater infiltration system at the end near Vista Del Mar, Tioga Avenue street infrastructure at the end near the bluffs
- Protecting roads, public facilities, and critical infrastructure.
- Staging sandbags, pumps, generators, barriers, and other emergency supplies.
- Planning for road closures, evacuation support, sheltering, debris removal, and service interruptions.
- Coordinating with Monterey County Department of Emergency Management, CSUMB's Emergency Operations Center (EOC), neighboring public safety agencies, the City of Seaside, and other mutual aid partners, as appropriate.
- Begin documenting all storm-preparedness, response, and repair activities and their associated costs starting now. The state proclamation does not by itself provide funding, but if a federal emergency or major disaster declaration follows, thorough, contemporaneous records are typically what preserves eligibility for cost-recovery programs such as FEMA Public Assistance. Getting documentation discipline in place early costs little and protects the city's options later.

The City Manager would coordinate preparedness and response activities within existing legal authority and available appropriations, request mutual aid and technical assistance as needed, and pursue available funding consistent with applicable program requirements. The resolution would not guarantee state or federal reimbursement.

Routine seasonal maintenance would continue through normal procedures when time permits.

Following adoption, the Mayor would execute the resolution on behalf of the City Council, and the City Clerk would certify and transmit it to the Monterey County Department of Emergency Management for Operational Area coordination and transmittal to the California Governor's Office of Emergency Services (Cal OES).

Staff would document emergency-related incidents, protective measures, damages, labor, equipment, contracts, insurance, and other costs. If damaging incidents occur, staff would coordinate with the Operational Area and Cal OES regarding reporting requirements, application deadlines, eligible work, and any additional declarations or assistance requests.

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

FISCAL IMPACT:

Adoption of the resolution does not appropriate additional funds. Initial preparedness activities would be conducted within the approved FY 2026–27 budget. Additional costs may include overtime, supplies, equipment rental, contracted services, emergency protective measures, and repairs. Any required budget adjustments would be presented to the City Council for approval, as appropriate.

RECOMMENDATION:

Adopt the attached resolution establishing the threatened existence of a local emergency by the City Manager due to the anticipated El Niño event 2026-2027.

ATTACHMENTS:
1. Resolution
2. Governor's Proclamation of a State of Emergency

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY PROCLAIMING THE THREATENED EXISTENCE OF A LOCAL EMERGENCY DUE TO THE DEVELOPING 2026-2027 EL NIÑO EVENT

WHEREAS, Sand City's Municipal Code Chapter 2.12 authorizes the proclamation of a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the City are threatened to be caused by certain conditions including storms; and

WHEREAS, California Government Code Sections 8558(c) and 8630 authorize the proclamation of a local emergency when conditions of extreme peril to the safety of persons and property exist or are threatened within a jurisdiction and are or are likely to be beyond the control of its services, personnel, equipment, and facilities, requiring the combined forces of other jurisdictions to address them; and

WHEREAS, on September 21, 2026, Governor Gavin Newsom proclaimed a State of Emergency throughout California in response to the developing 2026–2027 El Niño event, directing state agencies to coordinate preparedness and support measures to mitigate potential impacts from severe storms, flooding, erosion, and related hazards; and

WHEREAS, El Niño conditions may increase the potential for severe winter storms, heavy rainfall, coastal flooding, high surf, erosion, and related hazards, although the timing, severity, and localized impacts of these conditions remain uncertain; and

WHEREAS, the City of Sand City's coastal location and low-lying areas may be vulnerable to flooding, erosion, high winds, roadway hazards, power outages, and interruptions to essential services; and

WHEREAS, continued or prolonged severe storms could require concurrent emergency response, drainage maintenance, traffic control, protection of public infrastructure, and restoration of essential services, potentially exceeding the City's available resources and requiring assistance from Monterey County, neighboring jurisdictions, and other mutual aid partners; and

WHEREAS, proactive preparedness and interagency coordination are necessary to protect public health and safety, reduce potential damage to public and private property, and maintain essential City operations.

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

1. Declaration of Threatened Local Emergency. Based on the foregoing recitals and the anticipated threat of severe weather and related impacts, the City Council finds that conditions threaten the safety of persons and property within Sand City and may exceed the City's available services, personnel, equipment, and facilities, requiring assistance from other jurisdictions. The threatened existence of a local emergency is hereby proclaimed pursuant to Sand City's Municipal Code Chapter 2.12 and California Government Code Sections 8558(c) and 8630.

2. Preparedness and Protective Measures. The City Manager is authorized, within applicable law and available appropriations, to coordinate reasonable preparedness and protective measures, including drainage inspections and maintenance; protection of roads, public facilities, and critical infrastructure; staging of emergency supplies and equipment; and planning for traffic control, evacuation support, sheltering, debris removal, and continuity of City operations.

3. Interagency Coordination and Assistance. The City Manager is authorized to coordinate with Monterey County Department of Emergency Management, California State University, Monterey Bay's Emergency Operations Center, public safety agencies, neighboring jurisdictions, and other appropriate mutual aid partners; request assistance, personnel, equipment, and technical resources as needed; and pursue available funding consistent with applicable requirements.

4. Coordination and Documentation. City staff shall coordinate with the Monterey County Operational Area and the California Governor's Office of Emergency Services, as appropriate, and document preparedness activities, emergency incidents, protective measures, damages, and associated costs to support operational coordination and any eligible requests for assistance.

5. Review and Termination. The City Council shall review the need for continuing this local emergency at least once every 60 days until it is terminated. The local emergency shall be terminated at the earliest possible date that conditions warrant, in accordance with California Government Code Section 8630.

6. Effective Date. This resolution shall take effect upon adoption by the City Council.

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in the past several years, California has experienced increasingly severe and destructive storms, including atmospheric river events that have caused widespread flooding, mud and debris flows, landslides, high winds, power outages, road and highway closures, evacuation orders, damage to homes and critical infrastructure, and disruption of essential services; and

WHEREAS climate change is intensifying these weather and hydrologic extremes in California, contributing to increasingly severe swings between drought and flooding, and heightening the risks that extreme storms pose to communities, infrastructure, natural resources, and the economy; and

WHEREAS California is entering the 2026–2027 wet season amid the ongoing development of a strong and likely historic El Niño event in the Pacific Ocean; and

WHEREAS the National Oceanic and Atmospheric Administration's National Weather Service Climate Prediction Center, in its August 13, 2026, diagnostic report, found that the El Niño event is strengthening, with a greater than 90 percent chance of a very strong event during Northern Hemisphere fall and winter of 2026–2027; and

WHEREAS the Climate Prediction Center projected a 69 percent chance that the event will reach historic strength during the October through December 2026 season, defined as a three-month Relative Oceanic Niño Index, and exceeding the strength of all prior El Niño events in the historical record beginning in 1950; and

WHEREAS the National Weather Service Climate Prediction Center has found that atmospheric conditions over the tropical Pacific are consistent with a strengthening El Niño, including changes in equatorial winds and an eastward shift in enhanced convection and rainfall toward the central and eastern Pacific, making it more likely that at least some parts of California will experience stronger storms in coming months; and

WHEREAS elevated baseline coastal water levels, combined with high tides, large waves, high surf, and coastal storms, can increase risks of coastal flooding, beach erosion, bluff erosion, transportation disruption, and damage to public and private infrastructure; and

WHEREAS California has already begun to experience effects attributed to this El Niño event, including unusual precipitation and significant coastal flooding; and

WHEREAS historical experience demonstrates that very strong El Niño events do not produce uniform statewide outcomes, but can be associated with exceptionally wet and destructive winter conditions in California; and

WHEREAS California's recent experience with atmospheric rivers, debris flows following wildfires, flash flooding, coastal erosion, inundation, and damage to transportation and flood-control infrastructure demonstrates the importance of procuring and positioning resources, clearing waterways, and taking additional actions to prepare before severe storms arrive; and

WHEREAS areas affected by recent wildfires are particularly susceptible to flash flooding, mud and debris flows, erosion, sediment transport, and road closures during high-intensity rainfall; and

WHEREAS in light of that experience, local governments, local water agencies, and local flood control authorities have requested action now to enable them to move quickly to begin preparations for preventing and responding to the impacts of potential flooding; and

WHEREAS low-income communities, farmworker families, rural residents, seniors, persons with disabilities, residents with limited transportation access, people experiencing homelessness, and communities in flood-prone, coastal, or post-fire areas may face disproportionate risks; and

WHEREAS the demonstrated potential for a very strong or historic-strength El Niño event to cause elevated coastal water levels and high-impact storms in California warrants early, coordinated, and targeted preparedness actions to protect Californians, critical infrastructure, agricultural lands, natural resources, and the State's economy; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the developing El Niño event is likely to cause conditions that, by reason of their magnitude, are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the extreme peril posed by the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the developing El Niño event.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist statewide due to the developing 2026–2027 El Niño event.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. The Governor's Office of Emergency Services shall coordinate statewide preparedness activities for potential severe weather, flooding, coastal flooding, erosion, mud and debris flows, and related impacts associated with conditions resulting from the El Niño event, including atmospheric rivers and other severe storm systems. The Governor's Office of Emergency Services shall work with local and tribal governments to support emergency planning, resource coordination, and requests for state assistance. To protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency.

2. As necessary to assist local governments and for the protection of public safety and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of this emergency. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of this emergency.

3. The California Environmental Protection Agency and the California Natural Resources Agency, including boards, departments, and offices within those agencies, are directed to prioritize work to help local agencies prepare for anticipated impacts from the El Niño event. In particular, those state agencies are directed to prioritize permitting, consultation, and technical assistance to support local efforts to prevent or mitigate impacts from anticipated or potential flooding, landslides, and mud and debris flows, including local efforts to expedite levee and other flood management infrastructure repairs, vegetation management, debris removal, sediment management, bridge scour protection, and channel-capacity improvements. State agencies are directed to work with local agencies to issue any necessary permits or other approvals for such efforts as quickly as possible, including by identifying and invoking existing emergency authorities or other pathways for streamlined review. On or before October 16, 2026, the Secretary for Environmental Protection and the Secretary of the Natural Resources Agency shall submit a joint recommendation to my office as to whether further action or emergency suspensions are necessary to support and expedite this work.

4. The Governor's Office of Emergency Services shall coordinate the State's preparation for and response to the developing El Niño event, including by working with the Department of Water Resources and other appropriate government agencies to prepare to pre-position personnel, equipment, supplies, commodities, and other resources based on forecast conditions, local needs, and identified risks. In particular, this work shall draw on the Department of Water Resources' guidance regarding flood-risk-reduction activities.

5. The Department of Water Resources shall take appropriate action to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, equipment (including, but not limited to, sandbags, riprap and other rock materials, plastic sheeting, and pumps), and other materials necessary to support statewide flood preparedness, response, and protective actions in connection with the El Niño event. The Department of Water Resources shall coordinate with appropriate government agencies to identify priority areas for flood-fight material staging and plans to make these materials available where they are needed, when they are needed.

6. The Department of Water Resources, through its Division of Safety of Dams, shall conduct outreach to owners of jurisdictional dams regarding potential severe conditions during the El Niño event and shall reiterate to dam owners their responsibilities to inspect, operate, maintain, repair, and safely manage their dams and appurtenant structures in accordance

with applicable law, permit conditions, emergency action plans, and directives of the Division of Safety of Dams.

7. The Governor's Office of Emergency Services, in coordination with the Department of Water Resources, shall conduct outreach to counties, cities, and relevant local agencies that are responsible for levees, flood-control facilities, and associated structures that may be vulnerable to impacts of the El Niño event to take appropriate actions to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, commodities, equipment, and materials necessary to support flood preparedness, response, and protective actions.

8. The Department of Water Resources, in coordination with the State Water Resources Control Board, shall conduct outreach and education to advance groundwater recharge projects and to use flood flows to recharge groundwater aquifers under existing law with the goal of reducing flood impacts and strengthening local water supplies.

9. Consistent with Paragraph 3 of this Proclamation, the Coastal Commission is directed to expedite review and action on proposed development by coastal communities to prepare for the impacts of this El Niño event. Coastal communities are encouraged to submit permit applications, as appropriate, to facilitate timely Coastal Commission review, technical assistance, and other support for El Niño preparations. After an application is received, the Commission shall respond with notification of any incomplete items within five days. After an application is complete, it shall be scheduled for hearing at the next Commission meeting. For emergency permit requests, the Commission shall accept both written and oral requests to its district offices. When necessary to address an urgent need related to this emergency, the Commission shall take action on emergency permit requests as quickly as possible and within twenty-four hours of receipt.

10. The California Department of Transportation and California State Transportation Agency shall identify those state highways, bridges, culverts, drainage facilities, slopes, and other transportation infrastructure most at risk of flooding, erosion, debris flows, rockslides, mudslides, or other significant impacts from severe storms caused by the El Niño event, and transmit to the Governor's Office of Emergency Services a prioritized list of projects to address such risks within 30 days of this Proclamation.

11. The California Department of Transportation shall develop plans to pre-position personnel and materials (including directional signage, traffic-control devices, road-closure devices, warning signs, delineators, emergency communications equipment, and other resources) at or near locations that may be identified as at risk of severe impacts from the El Niño event. This shall include plans to prepare and pre-position snow-removal, snow-control, and ice-control equipment as appropriate, including snowplows, snow blowers, graders, loaders, chain-control equipment, salt, sand, and other materials necessary to maintain safe travel and restore access on state highways during the El Niño event.

12. The Adjutant General and the California Military Department shall, in coordination with the Director of the Governor's Office of Emergency

Services, identify California National Guard personnel, equipment, and capabilities that may be available to support state and local emergency operations, if activated or tasked, in relation to this El Niño event. Such planning shall include readiness for high-water vehicle operations; aviation operations, including reconnaissance, search and rescue, transport, and heavy-lift support, as appropriate; engineering support; emergency communications; transportation and logistics; evacuation support; flood-fight activities; debris removal and route clearance; commodity distribution; shelter support; and other life-safety and emergency-support missions.

13. California Volunteers, in coordination with the Governor's Office of Emergency Services and other appropriate agencies, shall prepare to mobilize volunteers and trained service members, consistent with their training, mission, safety requirements, and applicable law, to support state and local preparedness, response, and recovery activities in connection with the El Niño event.

14. The California Conservation Corps shall prepare to deploy Corpsmembers, consistent with its statutory mission, training, available resources, safety requirements, and applicable law, to support severe weather preparedness and response activities in connection with the El Niño event.

15. The California Energy Commission, the Office of Energy Infrastructure Safety, and the State Water Resources Control Board and regional water quality control boards are directed, and the California Public Utilities Commission is requested, to coordinate, consistent with their respective authorities, with electrical, natural-gas, water, wastewater, telecommunications, transportation, and other critical-service providers to enhance readiness and support timely restoration of essential services following storm impacts.

16. The Governor's Office of Emergency Services, in consultation with relevant state agencies, shall expand accessible, multilingual public preparedness communications related to severe weather, flooding, emergency alerts, evacuation readiness, power outages, safe travel, disaster assistance, and household emergency planning.

17. Agencies under my direct authority shall cooperate in their response to this emergency. Other agencies are requested to assist in responding to this emergency, as appropriate.

18. The restrictions set forth in Penal Code section 396, which are automatically triggered upon proclamation of a state of emergency, are suspended, and no such restrictions are imposed, with respect to this El Niño event, at this time.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of September 2026.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH. D
Secretary of State