

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, MARCH 3, 2020

5:30 P.M.

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

Regular Meeting – March 3, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, One Pendergrass Way, Sand City, CA 93955

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**
- 5. PUBLIC COMMENT**

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

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

6. CONSENT CALENDAR

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

- A. Approval of February 18, 2020 City Council Meeting Minutes
- B. Approval of City/Successor Agency Monthly Financial Report, December 2019
- C. Approval of City RESOLUTION Authorizing an Agreement with Bartel Associates for a Cost Not to Exceed \$21,000 for Actuarial Services Related to the City's Prefunding and Compliance with GASBS 75 Accounting Standards for the City's Retiree Health Plan

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- A. Presentation by Kelsey Scanlon County of Monterey's Emergency Services Planner on a Multi-Jurisdictional Hazard Mitigation Plan {10 minutes}
- B. Presentation by Tyler Williamson representing the Monterey County Housing Coalition regarding the Need for Affordable Housing within the Peninsula {10 minutes}

9. NEW BUSINESS

- A. Consideration of City RESOLUTION Approving a Service Agreement with So-Gnar Inc. (Pat Milbery) for the 2020 West End Mural Festival "WE" (WE) and Authorizing the City Manager to Enter into the West End Mural Festival Artist Procurement and Curation Service Agreement
- B. Comments by Council Members on Meetings and Items of interest to Sand City
- C. Upcoming Meetings/Events

10. CLOSED SESSION

- A. City Council/Successor Agency Board to adjourn to Closed Session regarding:
 - 1) Conference with labor negotiator pursuant to California Government Code Section 54957.6.
Agency designated representatives: Donna Williamson/Vibeke Norgaard, City Attorney
Employee organization: Sand City Police Officers' Association (POA)
 - 2) Conference with Legal counsel regarding anticipated litigation (California Government Code Section 54956.9(e)(1) (1 case).
 - 3) Conference with Legal Counsel pending litigation (California Government Code Section 54956.9(d)(1) *California Coastal Commission Notice of Violation*.
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Cal. Gov. Code section 54957.1_of the Ralph M. Brown

11. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, March 17, 2020
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

Sand City Council Agenda
03.03.20 Council Meeting

This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.

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

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 One Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation

AGENDA ITEM

6A

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

Regular Meeting – February 18, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting at 5:32 p.m.

The invocation was led by Reverend Robert Hellam

The Pledge of Allegiance was led by Police Chief Brian Ferrante.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder {excused absence}
Council Member Hawthorne
Council Member Sofer
Council Member Cruz

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief
Connie Horca, Deputy City Clerk

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

Mayor Carbone reported on the absence of Vice-Mayor Blackwelder and provided an update regarding his health. She also announced the upcoming Ribbon Cutting celebrating Monterey Peninsula Chamber of Commerce's new location on El Estero.

City Manager Blair reported on the update of the well permit for the desalination plant and his meeting with DBO regarding the South of Tioga project. The project has reached new benchmarks and is moving forward.

City Attorney Norgaard confirmed that although there are many moving parts to the South of Tioga project, it is moving forward with a few minor items that need to be addressed regarding the Development Agreement (DA). The DA is expected to go before the Council for review sometime next month. She further reported on her activities regarding the conveyance of, and Council's direction regarding the Slivers properties, affordable housing issue for the Independent, the application submitted by DBO development for a lot line adjustment, and permit negotiations.

Council Member Hawthorne announced the next Arts Committee meeting and the possibility of having ten murals painted before the West End Celebration. Council Member Sofer informed the Council of the upcoming Sand City Chamber of Commerce meeting.

City Manager Blair added that the City Engineer will be ready to submit a notice of a request for bids sometime next month for the West Bay Street repair project.

AGENDA ITEM 5, PUBLIC COMMENT

5:43 P.M. Floor opened for Public Comment.

Sand City resident Carl Auel who resides at the Independent building commented on his living conditions, water damage, and flooding that occurred on February 3, 2020 from the unit above his apartment. He provided photographs to the Council of his apartment unit. He sent several emails to the property manager who was unresponsive. There has been a change of property managers three times since he moved into the unit, and explained his displeasure with the management company.

In response to the Council's inquiry to whom Mr. Auel sent emails too, Mr. Auel replied that he has informed the property manager, owner of the building and management firm. He had also informed them that living amidst the repair poses a health issue to him and his fiancé, and that other units were affected by the water damage as well.

The Mayor suggested that Mr. Auel coordinate a time with the City Manager to look at the apartment as the City seeks to address the welfare of its residents.

City Attorney Norgaard clarified to Mr. Auel that he has a landlord/tenant issue and that the City is limited in its jurisdiction. The Council has no recourse unless there is a code enforcement issue.

Mr. Auel further explained that fans were provided but there was no one to come back and inspect the damage. He thanked the Council for allowing him to speak to the issue and is hopeful that some form of resolution will happen.

6:00 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the February 4, 2020 City Council Meeting Minutes.
- B. There was no discussion of the City/Successor Agency Monthly Financial Report, November, 2019.

Motion to approve the Consent Calendar was made by Council Member

Hawthorne, seconded by Council Member Cruz. AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, NEW BUSINESS

A. Consideration of City RESOLUTION Adopting Amendment #1 to the City Budget for Fiscal Year 2019-2020

City Manager Blair reported that a Budget/Personnel Committee meeting was scheduled on February 13th but due to scheduling conflicts, the meeting was not held. The amendment to the budget includes changes made to incoming revenues, projected fees for building permits and a decrease in expenses for South of Tioga. Some changes were also made to staff retirement. The items highlighted in yellow are the amendments to the budget.

In response to the Mayor's question regarding the financial report received for period ending December 2019 involving financial investments that are maturing, City Manager Blair responded that those funds may be reinvested.

6:06 PM Floor opened for Public Comment.

There was no comment from the Public.

6:06 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** adopting Amendment #1 to the City Budget for Fiscal Year 2019-2020 was made by Council Member Sofer, seconded by Council Member Hawthorne. AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES; None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion carried.

B. Comments by Council Members on Meetings and Items of interest to Sand City

There were no additional comments by the Council Members.

C. Upcoming Meetings/Events

The Deputy City Clerk reminded the Council of the upcoming Annual Awards Dinner hosted by the Monterey Peninsula Chamber of Commerce on Saturday, March 21, 2020.

The Mayor announced that Monterey Peninsula Chamber of Commerce will be having a ribbon cutting ceremony next week at their new location. The Deputy City Clerk will provide additional information.

AGENDA ITEM 9, CLOSED SESSION

6:08 p.m.

A. City Council/Successor Agency Board adjourned to Closed Session regarding:

- 1) Conference with labor negotiator pursuant to Government code section 54957.6.
Agency designated representatives: Donna Williamson/Vibeke Norgaard, City Attorney
Employee organization: Sand City Police Officers' Association (POA)**

7:05 p.m.

B. Re-adjourned to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown

The City Attorney provided the City Council a progress update and received direction from Council in regards to the labor negotiations with the Sand City Police Officer's Association.

AGENDA ITEM 10, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Hawthorne, seconded by Council Member Sofer. There was consensus of the City Council to adjourn the meeting at 7:10 p.m. to the next regularly scheduled City Council meeting on Tuesday, March 3, 2020 at 5:30 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6B

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members

From: Director of Administrative Services

Subject: Financial Reports

Date: February 19, 2020



Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of December 2019.

A. City of Sand City Reports

1. Balance Sheet Report for December 2019.
2. Revenue received in the month of December 2019-Total \$ 721,554.15
(This total includes transfers).
Month End Cash Register Activity Report for December 2019.
3. Expenditures paid for in the month of December 2019-Total \$ 261,458.48
Month End December 2019 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Employee's and the City Council.
Payroll \$ 151,574.39
Payroll taxes \$ 43,773.17
Payouts, (End of Year) \$74,023.45
Payroll taxes \$ 30,117.85
4. Current City Balances as of December 31, 2019.
Total \$ 8,247,642.15
Restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$988,000 in CD's ranging from 6 months to 3 years.

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

1. Balance Sheet Report for December 2019
2. Revenue received in the month of December - Total \$ 576,459.98
Month End Cash Register Activity Report for December 2019.
3. Expenditures paid for in the month of December 2019 Total \$117,149.75
Month End Cash Disbursement Report for December, 2019

4. Current Successor Agency Balances as of December 31, 2019
Total \$ 1,715,244.74 restricted and unrestricted (Includes Rabobank and Bond CD's).
- In addition to the City and Successor Agency balances, there is a total of
- \$ 224,906.40 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for December 2019

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month December 2019 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
12/02/19	24005	State of California	\$ 89,062.30	Sales tax received
12/02/19	24006	State of California	\$ 40,855.17	Transaction tax received
12/10/19	24021	Garza Plumbing	\$ 25,988.70	Catalina Lofts-TAMC fees
12/24/19	24047	County of Monterey	\$ 76,070.31	Property taxes FY 19-20
12/30/19	24058	State of California	\$221,218.17	Sales tax received
12/30/19	24061	State of California	\$199,798.48	Transaction tax received

Transfers

(Transfers are shown on the cash register activity report; they are transfers from one bank account to another and should not be considered as a revenue or expenditure)

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
There were no transfers this month				

Month End Cash Disbursement Report - Special or Major Expenses for the Month of December 2019 are explained below

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
34344	Vibeke Norgaard	\$ 23,423.19	November Attorney Services
34412	Harris & Assoc.	\$ 28,257.50	October Engineering Services
34413	Hayashi & Wayland	\$ 11,323.18	Nov/Dec Auditing Services
34424	TAMC	\$ 25,988.70	Catalina Lofts- TAMC fees

Successor Agency Notes for December 2019

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of December 2019 are listed below.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
12/24/19	377	County of Monterey	\$576,356.00	ROPS 19-20B

Transfers

There were no transfers this month.

Month End Cash Disbursement Report-Special or Major Expenses for the Month of December 2019 is explained below.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
12/31/19	City of Sand City	\$ 116,900.00	SERAF Final Payment

If you have any questions or concerns regarding the above reports, please let me know before the Council meeting.

City of Sand City

REPORT.: 01/14/20
 RUN....: 01/14/20
 Run By.: LINDA

City of Sand City
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: December 31, 2019 Fiscal (06-20)

Assets

Acct ID

Cash Clearing Checking Account	199,142.50	99	1001
General Fund HOUSING ACCT 2- HOLDING TO TRN	342,551.30	10	1002
General Fund HOUSING ACCT. FROM SERAF SA	213,931.58	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,469.22	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	7,064,648.61	10	1008
General Fund Fair market value adjustments	15,105.36	10	1009
General Fund Investment CD	164,898.94	10	1020
General Fund Pro Equities Money Market	69,058.47	10	1080
General Fund Pro Equities CD's	985,000.00	10	1081
General Fund Cash Balance	115,273.62	10	1099
Gas Tax - 2105 Cash Balance	7,998.17	31	1099
Traffic Safety Cash Balance	548.11	35	1099
RMRA -Road M&R Cash Balance	12,013.19	37	1099
TAMC X TSIPF Cash Balance	63,309.29	38	1099
Cash Clearing Cash Balance	-199,142.50	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	116,961.00	10	1112
General Fund Sales Tax Receivable	2,020.08	10	1115
General Fund TRANSACTION TAX RECEIVABLE	-635.95	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AAgency/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	4,076,153.85	70	1280
Gen. Fixed Asst PROP 68 - CALABRESE PARK	20,169.04	60	1286
Gen. Fixed Asst CDBG Calabrese Park Update	948.00	60	1287
Gen. Fixed Asst CIP- Wells	156,567.73	60	1288
Gen. Fixed Asst CIP-CITY ENTRANCE PROJECT	1,312.00	60	1289
Gen. Fixed Asst Land	1,837,193.95	60	1290
Gen. Fixed Asst Land Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	567,289.39	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,538,775.38	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,586,223.64	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	5,155,456.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-7,888,249.72	60	1300
General LTD Act Deferred Outflow- Pers contrib	690,963.74	70	1400
General LTD Act Deferred Outflow- Actuarial	1,047,036.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTIS	78,451.00	70	1500

Total of Assets ----> 36,820,235.49 36,820,235.49

Liabilities

Acct ID ¹⁴

REPORT.: 01/14/20
 RUN....: 01/14/20
 Run By.: LINDA

City of Sand City
 Balance Sheet Report
 ALL FUND(S)

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: December 31, 2019 Fiscal (06-20)

Liabilities

			Acct ID
General Fund STRONG MOTION	614.06	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	94.00	10	2012
General Fund GHANDOUR TAMC IMPACT FEE	542,222.00	10	2013
General Fund SCSD- SEWER CAPACITY STUDY	1,200.00	10	2014
General LTD Act Compensated Absences	607,598.39	70	2020
General LTD Act NET OBEP LIABILITY/ASSET	-494,423.00	70	2025
General Fund DEFERRED REVENUE	3,468.91	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	-5,475.50	10	2059
General LTD Act capital lease-police radios	121,427.99	70	2070
General LTD Act STREET SWEEPER-CAPTIAL LEASE	32,158.97	70	2071
General Fund State Mandated CASP Fee	12.10	10	2115
General Fund Health Insurance	20,622.60	10	2150
General Fund Dental/Vision	124.68	10	2160
General Fund POLICE ASSOC. DUES	1,470.00	10	2180
General Fund Garnishments	1,208.46	10	2185
General Fund PEPRA RETIREMENT %	1,884.12	10	2191
General Fund AFLAC PRE TAX	820.36	10	2195
General Fund AFLAX-AFTER TAX	244.56	10	2196
General Fund PERS SURVIVOR BENEFIT	46.00	10	2197
General LTD Act Net Pers Liability	4,332,942.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	396,500.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTURARIALS	68,454.00	70	2505

Total of Liabilities ---->	6,407,982.37		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	18,324,583.43	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	1,086.15	31	3400
Traffic Safety Unappropriated Fund Balance	134.47	35	3400
RMRA -Road M&R Unappropriated Fund Balance	8,863.08	37	3400
TAMC X TSIPF Unappropriated Fund Balance	55,557.37	38	3400
Gen. Fixed Asst Unappropriated Fund Balance	-692,185.35	60	3400
General LTD Act Unappropriated Fund Balance	827,945.73	70	3400
Gen. Fixed Asst Investment in Fixed Assets	11,682,541.10	60	3600
Gen. Fixed Asst CAPITAL LEASE	337,830.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-564,103.27		

Total of FUND Balances ---->	30,412,253.12		36,820,235.49
			=====

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	12-19	12/02/19	24002	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8095 Receipt Date: 12/02/19 DENISE GONZALES	Db: 99 1001 Cr: 10 4221 08	40.00
			24003	C	Mis	PAR02	Issued...: T0 (DEVON) Dec 02 2019 10:16 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8312 Receipt Date: 12/02/19 Paid by: ERIM FOSTER	Db: 99 1001 Cr: 10 4221 08	40.00
			24004	C	Mis	TUT01	Issued...: T0 (DEVON) Dec 02 2019 10:16 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 1ST Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	475.26
				Mis	TUT01		TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 3RD Q 2019 Receipt Date: 12/02/19 Paid by: STATE OF CALIFORNIA	Db: 99 1001 Cr: 10 4032 00	-449.09
			24005	C	Mis	STAX	Issued...: T0 (DEVON) Dec 02 2019 10:16 am Devon Lazzarino SALES TAX RECEIVED DISTRIBUTION PRIOR TO 1ST Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	-1549.64
				Mis	STAX		SALES TAX RECEIVED DISTRIBUTION 1ST Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	8733.27
				Mis	STAX		SALES TAX RECEIVED DISTRIBUTION 2ND Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	16433.37
				Mis	STAX		SALES TAX RECEIVED DISTRIBUTION 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	642612.43
				Mis	STAX		SALES TAX RECEIVED PRIOR DISTRIBUTIONS 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	-192216.59
				Mis	STAX		SALES TAX RECEIVED PRIOR ADVANCES 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4030 00	-378400.00
				Mis	MS		STATE OF CALIFORNIA ADJUSTED COST OF ADMIN Receipt Date: 12/02/19 Paid by: STATE OF CALIFORNIA	Db: 99 1001 Cr: 10 5023 03	-6550.54
			24006	C	Mis	TUT01	Issued...: T0 (DEVON) Dec 02 2019 10:17 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 1ST Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	243.92
				Mis	TUT01		TRANSACTION/USE TAX DISTRIBUTION 1ST Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	-40.21
				Mis	TUT01		TRANSACTION/USE TAX DISTRIBUTION 2ND Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	4467.72
				Mis	TUT01		TRANSACTION/USE TAX DISTRIBUTION 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	560522.97
				Mis	TUT01		TRANSACTION/USE TAX DISTRIBUTION 4TH Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	.44
				Mis	TUT01		TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	-185379.67
				Mis	TUT01		TRANSACTION/USE TAX PRIOR ADVANCES 3RD Q 2019 Receipt Date: 12/02/19	Db: 99 1001 Cr: 10 4032 00	-335200.00
				Mis	MS		STATE OF CALIFORNIA COST OF ADMIN Receipt Date: 12/02/19 Paid by: STATE OF CALIFORNIA	Db: 99 1001 Cr: 10 5023 03	-3760.00
			24007	C	Mis	RMRA	Issued...: T0 (DEVON) Dec 02 2019 10:20 am Devon Lazzarino ROAD MAINTENANCE & REHAB OCTOBER 2019 RMRA Receipt Date: 12/02/19	Db: 99 1001 Cr: 37 4306 11	655.04
			24008	C	Mis	REN01	Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Dec 02 2019 10:22 am Devon Lazzarino RENTAL INCOME DECEMBER 2019 CELL TOWER RENT Receipt Date: 12/02/19 Paid by: CROWN CASTLE	Db: 99 1001 Cr: 10 4740 00	1425.78
							Issued...: T0 (DEVON) Dec 02 2019 10:23 am Devon Lazzarino Day 12/02/19 Total ----->		132104.46
	12/04/19		24009	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8186 Receipt Date: 12/04/19 Paid by: MARIANNA GREENE	Db: 99 1001 Cr: 10 4221 08	40.00
			24010	C	Mis	PAR02	Issued...: T0 (DEVON) Dec 04 2019 08:31 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8185 Receipt Date: 12/04/19 Paid by: KERRY KOBLEY	Db: 99 1001 Cr: 10 4221 08	40.00
			24011	C	Mis	PAR02	Issued...: T0 (DEVON) Dec 04 2019 08:31 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8327 Receipt Date: 12/04/19 Paid by: CAMARILLO	Db: 99 1001 Cr: 10 4221 08	40.00
			24012	C	Mis	PAR02	Issued...: T0 (DEVON) Dec 04 2019 08:32 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8411	Db: 99 1001	40.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	12-19	12/04/19	24013	C	Mis	UUT	UTILITY USERS TAX OCTOBER 2019 UUT Receipt Date: 12/04/19 Paid by: P.G. & E. Issued..: TO (DEVON) Dec 04 2019 08:32 am Devon Lazzarino	Db: 99	1001	9678.21
							Day 12/04/19 Total ---->			9838.21
	12/10/19	24017	C	Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 321 ORANGE/SIGN Receipt Date: 12/10/19	Db: 99	1001		50.95
			Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES FOR 321 ORANGE/SIGN Receipt Date: 12/10/19	Cr: 10	4115	05		100.00
			Mis	STR01	STRONG MOTION 2010 PERMITS/FEES FOR 321 ORANGE/SIGN Receipt Date: 12/10/19	Db: 99	1001			.50
			Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES FOR 321 ORANGE/SIGN Receipt Date: 12/10/19	Cr: 10	2010			1.00
						Paid by: SIGNWORKS Issued..: TO (DEVON) Dec 10 2019 09:00 am Devon Lazzarino	Db: 99	1001		1452.19
	12/10/19	24018	C	Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Cr: 10	4115	05	
			Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Db: 99	1001			943.92
			Mis	STR01	STRONG MOTION 2010 PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Cr: 10	4165	05		36.40
			Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Db: 99	1001			6.00
			Mis	DEV01	BUILDING DEVELOPMENT FEE PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Cr: 10	2012			292.50
			Mis	ENG01	ENGINEERING FEES PERMITS/FEES FOR 460 ELDER/ADDITION Receipt Date: 12/10/19	Db: 99	1001			1150.00
						Paid by: HAWTHORNE GALLERY Issued..: TO (DEVON) Dec 10 2019 09:01 am Devon Lazzarino	Db: 99	1001		7751.92
	12/10/19	24019	C	Mis	TAMCX	TAMC MEASURE X FOR STREETS APRIL-JUNE 2019 TAMC MEASURE X FUNDS Receipt Date: 12/10/19	Cr: 38	4302	11	
						Paid by: COUNTY OF MONTEREY Issued..: TO (DEVON) Dec 10 2019 09:02 am Devon Lazzarino	Db: 99	1001		25.00
	12/10/19	24020	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 12/10/19	Cr: 10	4055	00	
			Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 12/10/19	Db: 99	1001			3.60
			Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 12/10/19	Cr: 10	4033	00		.40
						Paid by: 4LEAF Issued..: TO (DEVON) Dec 10 2019 09:03 am Devon Lazzarino	Db: 99	1001		25988.70
	12/10/19	24021	C	Mis	MS	GARZA PLUMBING CATALINA LOFTS TAMC RDIF FEE Receipt Date: 12/10/19	Cr: 10	2218		
						Paid by: GARZA PLUMBING Issued..: TO (DEVON) Dec 10 2019 09:04 am Devon Lazzarino	Db: 99	1001		1529.19
	12/10/19	24022	C	Mis	BUI01	BUILDING PERMIT 4115 PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Cr: 10	4115	05	
			Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Db: 99	1001			993.97
			Mis	STR01	STRONG MOTION 2010 PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Cr: 10	4165	05		39.48
			Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Db: 99	1001			6.00
			Mis	BL01	BUSINESS LICENSE PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Cr: 10	2012			195.10
			Mis	CAS90	BUSINESS LICENSE CASP FEE 90% PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Db: 99	1001			3.60
			Mis	CAS10	BUSINESS LICENSE CASP FEE 10% PERMITS/FEES FOR 801 TIOGA/COSTCO REFRIG CASES Receipt Date: 12/10/19	Cr: 10	4033	00		.40
						Paid by: CLIMATE PROS Issued..: TO (DEVON) Dec 10 2019 09:05 am Devon Lazzarino	Db: 99	1001		342.36
	12/10/19	24023	C	Mis	02103	GAS TAX 2103 NOVEMBER 2019 HIGHWAY USERS TAX Receipt Date: 12/10/19	Cr: 31	4305	11	
			Mis	02105	GAS TAX - 2105 31 NOVEMBER 2019 HIGHWAY USERS TAX Receipt Date: 12/10/19	Db: 99	1001			187.30
			Mis	02106	GAS TAX - 2106 32 NOVEMBER 2019 HIGHWAY USERS TAX Receipt Date: 12/10/19	Cr: 31	4305	11		480.22
			Mis	02107	GAS TAX - 2107 33 NOVEMBER 2019 HIGHWAY USERS TAX Receipt Date: 12/10/19	Db: 99	1001			262.23

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	12-19	12/10/19	24024	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA JULY 2019 SURVEY FEES Receipt Date: 12/10/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) Dec 10 2019 09:06 am Devon Lazzarino	Db: 99 1001 Cr: 10 4530 00 SOT	1000.00
			24025	C	Mis	MS	DBO DEVELOPMENT REIMBURSE S OF TIOGA EMC 10/19 BIO SERVICES Receipt Date: 12/10/19 Paid by: DBO DEVELOPMENT Issued...: T0 (DEVON) Dec 10 2019 09:07 am Devon Lazzarino	Db: 99 1001 Cr: 10 4530 00 SOT	1363.44
							Day 12/10/19 Total ---->		44206.37
	12/13/19		24026	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8317 Receipt Date: 12/13/19 Paid by: NOAH SIEGERT Issued...: T0 (DEVON) Dec 13 2019 03:53 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			24027	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7872 Receipt Date: 12/13/19 Paid by: ERIKA ROCHA Issued...: T0 (DEVON) Dec 13 2019 03:53 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			24028	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8314 Receipt Date: 12/13/19 Paid by: CHUN CHI CHIANG Issued...: T0 (DEVON) Dec 13 2019 03:54 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			24029	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8315 Receipt Date: 12/13/19 Paid by: RYAN BALLENTINE Issued...: T0 (DEVON) Dec 13 2019 03:54 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			24030	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8313 Receipt Date: 12/13/19 Paid by: MIKO RUIZ Issued...: T0 (DEVON) Dec 13 2019 03:54 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	40.00
			24031	C	Mis	TRA01	COUNTY/TRAFFIC OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 35 4205 11	Db: 99 1001	113.18
				Mis	CRI01	CRIMINAL PC1463/CITY FINES OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 10 4210 08	Db: 99 1001	405.04	
				Mis	POC01	COUNTY/PROOF OF CORR OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 35 4205 11	Db: 99 1001	6.66	
				Mis	PTT01	COUNTY/PROPERTY TAX OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 10 4020 00	Db: 99 1001	5912.50	
				Mis	P172	1/2 TAX POLICE/PROP 172 OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 10 4330 08	Db: 99 1001	36.68	
				Mis	REV	COUNTY/REV & RECOVERY OCTOBER 2019 TRAFFIC Receipt Date: 12/13/19 Cr: 10 4210 08	Db: 99 1001	217.08	
			24032	C	Mis	BUI01	Issued...: T0 (DEVON) Dec 13 2019 03:55 pm Devon Lazzarino BUILDING PERMIT 4115 PERMITS/FEES FOR 610 SCOTT - NEW SFD Receipt Date: 12/13/19 Cr: 10 4115 05	Db: 99 1001	350.00
				Mis	PLA01	PLAN CHECK FEE 4165 PERMITS/FEES FOR 610 SCOTT - NEW SFD Receipt Date: 12/13/19 Cr: 10 4165 05	Db: 99 1001	1171.42	
				Mis	STR01	STRONG MOTION 2010 PERMITS/FEES FOR 610 SCOTT - NEW SFD Receipt Date: 12/13/19 Cr: 10 2010	Db: 99 1001	6.50	
				Mis	CBSC	CBSC FEE - SB1473 PERMITS/FEES FOR 610 SCOTT - NEW SFD Receipt Date: 12/13/19 Cr: 10 2012	Db: 99 1001	2.00	
				Mis	ENG01	ENGINEERING FEES PERMITS/FEES FOR 610 SCOTT - NEW SFD Receipt Date: 12/13/19 Cr: 10 4160 11	Db: 99 1001	2200.00	
			24033	C	Mis	COPS	Issued...: T0 (DEVON) Dec 13 2019 03:56 pm Devon Lazzarino COPS GRANT OCTOBER 2019 COPS GRANT Receipt Date: 12/13/19 Cr: 10 4069 08	Db: 99 1001	8333.33
				Mis	BL01	Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Dec 13 2019 03:56 pm Devon Lazzarino BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 12/13/19 Cr: 10 4055 00	Db: 99 1001	696.22	
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 12/13/19 Cr: 10 4033 00	Db: 99 1001	3.60	
				Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 12/13/19 Cr: 10 2115	Db: 99 1001	.40	
							Issued...: T0 (DEVON) Dec 13 2019 03:57 pm Devon Lazzarino Day 12/13/19 Total ---->		19654.61
	12/18/19		24037	C	Mis	BL01	BUSINESS LICENSE FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 12/18/19 Cr: 10 4055 00	Db: 99 1001	25.00
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 19-20 BUSINESS LICENSE RENEWAL	Db: 99 1001	3.60	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	12-19	12/18/19	24037	C			BUSINESS LICENSE CASP FEE 10% FY 19-20 BUSINESS LICENSE RENEWAL Receipt Date: 12/18/19 Paid by: P&A MOBILE	Db: 99	1001	.40
					Mis	CAS10		Cr: 10	2115	
			24038	C	Mis	PAR02	Issued..: TO (DEVON) Dec 18 2019 10:14 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #7902 Receipt Date: 12/18/19 Paid by: A PLUS AUTO SALES	Db: 99	1001	40.00
							Issued..: TO (DEVON) Dec 18 2019 10:14 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8358 Receipt Date: 12/18/19 Paid by: JANET AZEVEDO	Db: 99	1001	40.00
							Issued..: TO (DEVON) Dec 18 2019 10:15 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #8184 Receipt Date: 12/18/19 Paid by: TIM ALLEN	Db: 99	1001	40.00
							Issued..: TO (DEVON) Dec 18 2019 10:15 am Devon Lazzarino UTILITY USERS TAX NOVEMBER 2019 UUT Receipt Date: 12/18/19 Paid by: PILOT POWER GROUP	Db: 99	1001	323.81
							Issued..: TO (DEVON) Dec 18 2019 10:15 am Devon Lazzarino UTILITY USERS TAX NOVEMBER 2019 UUT - GAS Receipt Date: 12/18/19 Paid by: VISTA ENERGY	Db: 99	1001	2.83
							Issued..: TO (DEVON) Dec 18 2019 10:15 am Devon Lazzarino UTILITY USERS TAX NOVEMBER 2019 UUT - GAS Receipt Date: 12/18/19 Paid by: GPT, INC.	Db: 99	1001	5.19
							Issued..: TO (DEVON) Dec 18 2019 10:16 am Devon Lazzarino UTILITY USERS TAX NOVEMBER 2019 UUT - GAS Receipt Date: 12/18/19 Paid by: TIGER NATURAL GAS	Db: 99	1001	44.26
							Issued..: TO (DEVON) Dec 18 2019 10:16 am Devon Lazzarino DBO DEVELOPMENT REIMBURSE S OF TIOGA 11/19 ATTORNEY FEES Receipt Date: 12/18/19 Paid by: DBO DEVELOPMENT	Db: 99	1001	3275.00
							Issued..: TO (DEVON) Dec 18 2019 10:16 am Devon Lazzarino BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 12/18/19	Db: 99	1001	722.08
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 12/18/19	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 12/18/19 Paid by: KELLEY PRINT PLUS	Db: 99	1001	.40
							Issued..: TO (DEVON) Dec 18 2019 10:17 am Devon Lazzarino Day 12/18/19 Total ---->			4526.17
	12/24/19		24047	E	Mis	PRO01	PROPERTY TAX - SECURED FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	45729.79
					Mis	PRO01	PROPERTY TAX - UNITARY FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	2576.42
					Mis	VLF	PROPERTY TAX VLF FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	18354.50
					Mis	PRO01	PROPERTY TAX - UNSECURED FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	3037.05
					Mis	HOPTR	HOPTR FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	61.54
					Mis	SB813	SB813 - SUPPLEMENTAL ROLL FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	5232.77
					Mis	PRI01	PRIOR YEAR TAX - SECURED FY 19-20 PROPERTY TAX Receipt Date: 12/24/19	Db: 99	1001	623.97
					Mis	INT01	PROPERTY TAX INTEREST FY 19-20 PROPERTY TAX Receipt Date: 12/24/19 Paid by: COUNTY OF MONTEREY	Db: 99	1001	454.27
							Issued..: TO (DEVON) Dec 24 2019 10:33 am Devon Lazzarino Day 12/24/19 Total ---->			76070.31
	12/30/19		24048	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 12/30/19	Db: 99	1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 12/30/19	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 12/30/19 Paid by: WEST VALLEY CONSTRUCTION	Db: 99	1001	.40
							Cr: 10 2115			

Reg	Period	Date	Receipt	T Opr	ID No	Description	G/L Posting	Amt Paid
000	12-19	12/30/19	24049	C Mis	MS	WEST VALLEY CONSTRUCTION ENCROACHMENT PERMIT - 1869 OCEANVIEW Receipt Date: 12/30/19 Paid by: WEST VALLEY CONSTRUCTION Issued..: TO (DEVON) Dec 30 2019 03:45 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4160 11	475.00
			24050	C Mis	MS	FTC VS AI JANITORIAL LAWSUIT REFUND - CLEANING SUPPLIES Receipt Date: 12/30/19 Paid by: FTC VS AI JANITORIAL Issued..: TO (DEVON) Dec 30 2019 03:46 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4730 00	75.68
			24051	C Mis	UUT	UTILITY USERS TAX NOVEMBER 2019 UUT - ELECTRIC Receipt Date: 12/30/19 Paid by: MTRY BAY COMMUNITY POWER Issued..: TO (DEVON) Dec 30 2019 03:46 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	2433.60
			24052	C Mis	UUT	UTILITY USERS TAX NOVEMBER 2019 UUT - GAS Receipt Date: 12/30/19 Paid by: SPARK ENERGY Issued..: TO (DEVON) Dec 30 2019 03:46 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	1.71
			24053	C Mis	UUT	UTILITY USERS TAX NOVEMBER 2019 UUT - GAS Receipt Date: 12/30/19 Paid by: CALPINE ENERGY Issued..: TO (DEVON) Dec 30 2019 03:47 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	46.04
			24054	C Mis	UUT	UTILITY USERS TAX NOVEMBER 2019 UUT - ELECTRIC Receipt Date: 12/30/19 Paid by: CONSTELLATION NEW ENERGY Issued..: TO (DEVON) Dec 30 2019 03:47 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	91.37
			24055	C Mis	MS	AVIANA BUSHNELL JANUARY 2020 COBRA Receipt Date: 12/30/19 Paid by: AVIANA BUSHNELL Issued..: TO (DEVON) Dec 30 2019 03:47 pm Devon Lazzarino	Db: 99 1001 Cr: 10 2160	52.64
			24056	C Mis	RMRA	ROAD MAINTENANCE & REHAB NOVEMBER 2019 RMRA Receipt Date: 12/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Dec 30 2019 03:48 pm Devon Lazzarino	Db: 99 1001 Cr: 37 4306 11	559.34
			24057	C Mis	REIMB	REIMBURSEMENTS REIMBURSE SWAT COURSE 11/19 - MOUNT Receipt Date: 12/30/19 Paid by: SAND CITY SRU Issued..: TO (DEVON) Dec 30 2019 03:48 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4732 00	1181.56
			24058	C Mis	STAX	SALES TAX RECEIVED DISTRIBUTION PRIOR TO 2ND QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4030 00	709.98
				Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4030 00	-9.71
				Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4030 00	905.40
				Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4030 00	1612.50
				Mis	STAX	SALES TAX RECEIVED CURRENT ADVANCE OCTOBER 2019 Receipt Date: 12/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Dec 30 2019 03:48 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4030 00	218000.00
			24059	C Mis	UUT	UTILITY USERS TAX NOVEMBER 2019 UUT Receipt Date: 12/30/19 Paid by: P.G. & E. Issued..: TO (DEVON) Dec 30 2019 03:50 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	9008.92
			24060	C Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 2ND QUARTER 2019 Receipt Date: 12/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Dec 30 2019 03:50 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	19.29
			24061	C Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 2ND QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4032 00	5943.56
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4032 00	10.41
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4032 00	911.13
				Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 12/30/19	Db: 99 1001 Cr: 10 4032 00	1033.38
				Mis	TUT01	TRANSACTION/USE TAX CURRENT ADVANCE OCTOBER 2019 Receipt Date: 12/30/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Dec 30 2019 03:51 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	191900.00
							Day 12/30/19 Total ---->	435115.80
	12/31/19		24067	C Mis	CDINT	CD INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued..: TO (DEVON) Dec 31 2019 12:19 pm Devon Lazzarino	Db: 10 1020 Cr: 10 4410 00	7.33

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	12-19	12/31/19	24068	C	Mis	HOU01	CITY HOUSING INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued..: TO (DEVON) Dec 31 2019 12:22 pm Devon Lazzarino	Db: 10 1003 Cr: 10 4413 00	8.91
			24069	C	Mis	HOU02	CITY HOUSING #2 INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued..: TO (DEVON) Dec 31 2019 12:24 pm Devon Lazzarino	Db: 10 1002 Cr: 10 4413 00	14.08
			24078	C	Mis	OPEB	OPEB INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued..: TO (DEVON) Dec 31 2019 01:20 pm Devon Lazzarino	Db: 10 1004 Cr: 10 4411 00	5.94
			24079	C	Mis	INT01	INTEREST IN CHECKING DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued..: TO (DEVON) Dec 31 2019 01:21 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4410 00	1.96
									Day 12/31/19 Total ----> 38.22
									Period 12-19 Total ----> 721554.15
									Register 000 Total ----> 721554.15
									===== Total of All Registers ----> 721554.15 =====

Date...: Feb 6, 2020
 Time...: 9:25 am
 Run by.: Linda Scholink

City of Sand City
 DECEMBER 2019 ACCOUNTS PAYABLE

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 ID #: PYCPDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
034326	4LEAF, INC.	OCTOBER 2019 S OF TIOGA PLAN CHECK FEE SERVICES	12/03/19	280.00
034327	AFLAC	NOVEMBER 2019 AFLAC PREMIUMS	12/03/19	2045.45
034328	AMERICAN SUPPLY CO	SUPPLIES FOR CITY HALL	12/03/19	103.87
034329	A.T. & T.	OCTOBER 2019 TELEPHONE BILLS	12/03/19	341.93
034330	CAL-AM WATER	NOVEMBER 2019 WATER BILL - 1 SYLVAN	12/03/19	83.62
034330	CAL-AM WATER	NOVEMBER 2019 WATER BILL - 320 ELDER	12/03/19	44.73
034330	CAL-AM WATER	NOVEMBER 2019 WATER BILL - 525 ORTIZ	12/03/19	25.29
034331	CANON SOLUTIONS AMERICA, INC.	OCTOBER 2019 COPY MACHINE USAGE	12/03/19	181.68
034332	CALIFORNIA LAW	DECEMBER 2019 POLICE LTD PREMIUMS	12/03/19	245.00
034333	CORBIN WILLITS SYSTEMS	DECEMBER 2019 TECH SUPPORT - MOM	12/03/19	223.74
034334	CALIFORNIA STATE DISBURSEMENT	NOVEMBER 2019 CHILD SUPPORT - BLACKMON	12/03/19	385.00
034335	DE LAGE LANDEN FINANCIAL SERVI	DECEMBER 2019 STREET SWEEPER PAYMENT #50	12/03/19	1522.18
034336	DLB ASSOCIATES, INC	POLICE IBM SOFTWARE MAINTENANCE	12/03/19	1527.00
034337	EWING IRRIGATION PRODUCTS, INC	WEED PREVENTER FOR CITYWIDE LANDSCAPE	12/03/19	165.72
034338	FRANCHISE TAX BOARD	NOVEMBER 2019 TAX WITHHOLDING - BROWNING	12/03/19	1002.50
034339	HUMANA INSURANCE COMPANY	DECEMBER 2019 DENTAL, LIFE & VISION PREMIUMS	12/03/19	3304.48
034340	IIMC	ANNUAL MEMBERSHIP FEE - GORMAN	12/03/19	110.00
034341	JANICE GRIFFIN	12/6/19 TREE LIGHTING - MR & MRS CLAU	12/03/19	550.00
034342	MONTEREY COUNTY TREASURER -	MOSQUITO ABATEMENT, MPWMD CHARGES - 351 SHASTA	12/03/19	75.76
034342	MONTEREY COUNTY TREASURER -	MOSQUITO ABATEMENT, MPWMD CHARGES - 600 DIAS	12/03/19	128.30
034342	MONTEREY COUNTY TREASURER -	MOSQUITO ABATEMENT, MPWMD CHARGES - SHASTA AVE	12/03/19	262.94
034343	MCGRATH RENTCORP	DECEMBER 2019 POLICE LOCKER ROOM RENTAL	12/03/19	264.75
034344	VIBEKE NORGAARD	NOVEMBER 2019 ATTORNEY SERVICES	12/03/19	23423.19
034345	OHIO NATIONAL LIFE	DECEMBER 2019 LIFE INSURANCE PREMIUMS	12/03/19	69.55
034346	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	12/03/19	33.67
034347	PITNEY BOWES	REPLENISH POSTAGE MACHINE	12/03/19	300.00
034348	SAND CITY POLICE OFFICERS	DECEMBER 2019 POA DUES	12/03/19	1015.00
034349	LINDA SCHOLINK	REIMBURSE CSMFO HOTEL - FIRST NIGHT	12/03/19	285.48
034350	SUN LIFE FINANCIAL	DECEMBER 2019 LTD PREMIUMS	12/03/19	643.13
034351	MARY ANN WEEMS	FOR DECEMBER 2019	12/03/19	197.41
034352	RABOBANK VISA CARD	MAYOR MEETING, GET WELL FLOWERS	12/10/19	106.61
034353	RABOBANK VISA CARD	NOVEMBER 2019 SUPPLIES	12/10/19	754.82
034354	RABOBANK VISA CARD	INK REFILLS FOR POLICE	12/10/19	21.97
034355	RABOBANK VISA CARD	DEEDS, TREE LIGHTING, SPAM BULLY	12/10/19	628.50
034356	AMERIPRIDE SERVICES	NOVEMBER 2019 LAUNDRY SERVICE	12/10/19	511.16
034357	A TO Z	12/6/19 TREE LIGHTING - THERMOS RENTAL	12/10/19	37.04
034358	AT & T	NOVEMBER 2019 POLICE TRACNET PHONE LINE	12/10/19	119.34
034359	AVAYA, INC	NOVEMBER 2019 TELEPHONE LEASE	12/10/19	226.03
034360	CMSA SCHOLARSHIP FUND	DONATION IN MEMORY OF SALVATORE PETER CARDINALE	12/10/19	100.00
034361	MONTEREY COUNTY WEEKLY	NOVEMBER 2019 CO-OP ADVERTISING	12/10/19	1076.00
034362	COMCAST	DECEMBER 2019 POLICE INTERNET	12/10/19	151.16
034363	DEL REY OAKS CAR WASH	NOVEMBER 2019 CAR WASHES FOR POLICE	12/10/19	73.00
034364	DEPARTMENT OF JUSTICE	FINGERPRINTING - BLAIR & GARZA	12/10/19	64.00
034365	EMC PLANNING GROUP, INC.	OCTOBER 2019 OROSCO PROPERTY BTO SERVICES	12/10/19	1363.44
034366	ERICKSON AUTOMOTIVE AND 4X4	REPLACE OXYGEN SENSOR FOR P/W DUMP TRUCK	12/10/19	201.10
034367	HOPE SERVICES	NOVEMBER 2019 CLEAN UP CREW	12/10/19	4431.05
034368	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX CONTRACT SERVICES	12/10/19	1427.49
034369	THE HERALD	NOVEMBER 2019 LEGAL ADVERTISING	12/10/19	374.62
034370	HOME DEPOT CREDIT SERVICE	NOVEMBER 2019 SUPPLIES	12/10/19	862.61
034371	MOSES OLIS	12/13/19 AWARDS BANQUET - DJ SERVICES	12/10/19	600.00
034372	GARY HAEDRICH MARKS BARN AUTO	CHEVY SILVERADO REPAIR FROM 10/2/19 ACCIDENT	12/10/19	3441.65
034373	DANNY MARTIN	REIMBURSE DUI DETECTION CLASS EXPENSES/GILROY	12/10/19	61.48
034374	PATRICIO R. PADILLA	NOVEMBER 16, 2019 OFFICE CLEANING	12/10/19	250.00
034375	CITY OF MONTEREY	NOVEMBER 2019 INSPECTION SERVICES	12/10/19	361.00
034376	MONTEREY TIRE SERVICE, INC	DISPOSAL FEE FOR 5 TIRES LEFT IN RIGHT-OF-WAY	12/10/19	27.31
034376	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR P/W CHEVY TRUCK #8106	12/10/19	24.73
034377	MONTEREY ONE WATER	11/1/19 TO 12/31/19 SEWER CHARGES - 1 PENDERGRASS	12/10/19	99.28
034377	MONTEREY ONE WATER	11/1/19 TO 12/31/19 SEWER CHARGES - 320 ELDER	12/10/19	49.64
034377	MONTEREY ONE WATER	11/1/19 TO 12/31/19 SEWER CHARGES - 525 ORTIZ	12/10/19	15.90
034378	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	12/10/19	72.60
034379	RED SHIFT INTERNET SRVCS	DECEMBER 2019 DSL, WEB & EMAIL - CITY HALL	12/10/19	51.98
034379	RED SHIFT INTERNET SRVCS	DECEMBER 2019 DSL, WEB & EMAIL - POLICE	12/10/19	41.95
034380	DAVID W. JANSEN	BATTERY BACKUP FOR POLICE RECORDS SYSTEM	12/10/19	213.15
034380	DAVID W. JANSEN	POLICE - 3 COPIES MICROSOFT OFFICE FOR POLICE	12/10/19	825.00
034380	DAVID W. JANSEN	POLICE - 5 MOBILE VIRTUAL DESKTOPS	12/10/19	399.00
034380	DAVID W. JANSEN	POLICE - VIRTUAL DESKTOP STATION 2,3/TRAINING	12/10/19	714.00
034380	DAVID W. JANSEN	POLICE - VIRTUALDESKTOP STATION 1	12/10/19	630.00
034381	BRANDON SEGOVIA	REIMBURSE HOTEL FOR NARCOTICS TRAINING - RENO	12/10/19	1041.66
034382	SHRED IT- SAN JOSE	NOVEMBER 27, 2019 SHREDDING SERVICE	12/10/19	92.35
034383	STURDY OIL COMPANY	11/15/19 TO 11/30/19 FUEL COSTS	12/10/19	914.10
034384	RABOBANK VISA CARD	ADOBE, ICMA MEMBERSHIP, ART COMMITTEE DOMAIN	12/10/19	2176.43
34326A	PERS - MEDICAL	DECEMBER 2019 PERS HEALTH PREMIUMS	12/10/19	19819.96
34326B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 11/30/19	12/13/19	282.85
34326C	PUBLIC EMPLOYEES RET. SYS	NOVEMBER 2019 PERS RETIREMENT CONTRIBUTIONS	12/13/19	51612.21
034385	4LEAF, INC.	NOVEMBER 2019 S OF TIOGA PLAN CHECK SERVICES	12/17/19	520.00
034386	A&R PLUMBING, INC	BACK FLOW TESTING FOR CITY HALL	12/17/19	99.00
034387	ARTS COUNCIL FOR MONTEREY COUN	2/1/20 CHAMPION OF THE ARTS GALA	12/17/19	900.00
034388	A.T. & T.	NOVEMBER 2019 POLICE OUTSIDE PHONE LINE	12/17/19	275.55
034389	BALBOA CAPITAL	JANUARY 2020 WATER DISPENSER FOR OFFICE	12/17/19	65.20
034390	CARMEL/MONTEREY TRAVEL	2019 EMPLOYEE OF THE YEAR AWARDS	12/17/19	1000.00
034391	COMCAST	DECEMBER 2019 CITY INTERNET/COUNCIL TV	12/17/19	96.95
034391	COMCAST	DECEMBER 2019 P/W INTERNET	12/17/19	118.28
034392	COMMUNITY PARTNERSHIP FOR	2019 WEST END DONATION	12/17/19	600.00
034393	EMC PLANNING GROUP, INC.	NOVEMBER 2019 PLANNING STAFF SUPPORT	12/17/19	752.65
034394	JOHN C. GEMMA	POLICE IN CAR COMPUTING SETUP SERVER TEST	12/17/19	945.00
034395	GUITARS NOT GUNS	2019 WEST END DONATION	12/17/19	5063.41
034396	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR POLICE UNIT 90	12/17/19	24.73
034396	MONTEREY TIRE SERVICE, INC	NEW TIRE FOR POLICE UNIT 93/BLOWOUT	12/17/19	191.17
034397	MRWMD	NOVEMBER 2019 REFUSE CHARGES	12/17/19	473.12
034398	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	12/17/19	60.49

Date...: Feb 6, 2020
 Time...: 9:25 am
 Run by.: Linda Scholink

City of Sand City
 DECEMBER 2019 ACCOUNTS PAYABLE

Page: 2
 List: 0000
 ID #: PYCFDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
034399	PGHS- ASB	DONATION FOR LAUREL BOWEN CARNEGIE TRIP	12/17/19	75.00
034400	DAVID W. JANSEN	CITY HALL SYSTEMS MAINTENANCE/BATTERY BACK UP	12/17/19	969.15
034400	DAVID W. JANSEN	POLICE - BROWNING, BLACKMON SETUPS, PATROL 3	12/17/19	294.00
034400	DAVID W. JANSEN	POLICE - CLETS PRINTER/SYSTEM, VITO DESKTOP	12/17/19	525.00
034400	DAVID W. JANSEN	POLICE - DOMAIN CONTROLLER, SERVERS	12/17/19	462.00
034400	DAVID W. JANSEN	POLICE - PRINTER, COUNTY IT, APBNET RECORDS	12/17/19	609.00
034400	DAVID W. JANSEN	POLICE - SSL CERTIFICATE FOR MICROSOFT EXCHANGE	12/17/19	199.98
034400	DAVID W. JANSEN	POLICE - VPN ON TABLET, UNIT 92 MAINTENANCE	12/17/19	336.00
034401	LINDA SCHOLINK	REIMBURSE 2019 AWARDS BANQUET/XMAS GIFT CARDS	12/17/19	2225.00
034402	SPCA	NOVEMBER 2019 ANIMAL SERVICES	12/17/19	160.00
034403	STAR SANITATION, LLC	NOVEMBER 2019 BIKE TRAIL RESTROOM	12/17/19	243.49
034404	UNITED ROTARY BRUSH CORPORATIO	4 BOXES GUTTER BROOMS FOR STREET SWEEPER	12/17/19	518.02
034405	VERIZON WIRELESS	NOVEMBER 2019 CELL PHONE BILLS	12/17/19	1131.56
034406	ARTS COUNCIL FOR MONTEREY COUN	2/1/20 CHAMPION OF THE ARTS GALA	12/26/19	150.00
034407	A.T. & T.	NOVEMBER 2019 POLICE TRACNET PHONE LINE	12/26/19	214.59
034407	A.T. & T.	NOVEMBER 2019 TELEPHONE BILLS	12/26/19	361.32
034408	CALPERS 457 PLAN	DECEMBER 2019 PERS 457 CONTRIBUTIONS	12/26/19	25173.25
034409	CCAC	1/17/20 EDUCATION WORKSHOP - SALINAS	12/26/19	100.00
034410	COMMUNITY HOSPITAL OF THE	LAB WORK FOR POLICE CASES	12/26/19	52.00
034411	COMCAST	DECEMBER 2019 POLICE CABLE TV	12/26/19	47.43
034412	HARRIS & ASSOCIATES, INC.	OCTOBER 2019 ENGINEERING SERVICES	12/26/19	28257.50
034413	HAYASHI & WAYLAND	NOVEMBER/DECEMBER 2019 AUDIT/MANAGEMENT SERVICES	12/26/19	11323.18
034414	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 10/31/19	12/26/19	149.46
034415	COUNTY OF MONTEREY	1ST/2ND QUARTERS FY 19-20 NGEN MAINTENANCE	12/26/19	4633.86
034416	OFFICE DEPOT , INC.	NOVEMBER 2019 SUPPLIES	12/26/19	534.67
034417	PERCY PETERSON	AUTO DETAILING FOR CITY/POLICE VEHICLES	12/26/19	1135.00
034418	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	12/26/19	150.00
034419	PACIFIC GAS & ELECTRIC	NOVEMBER 2019 UTILITY BILLS	12/26/19	2583.84
034420	POLARIS CONSULTING	SEPTEMBER-NOVEMBER S OF TIOGA DEVELOP REVIEW	12/26/19	1667.50
034421	PUBLIC STORAGE	JANUARY 2020 STORAGE - ENGINEER FILES	12/26/19	173.00
034422	DAVID W. JANSEN	POLICE OUTAGES, PRINTER, WATCHGUARD	12/26/19	189.00
034423	STURDY OIL COMPANY	12/1/19 TO 12/15/19 FUEL COSTS	12/26/19	1296.90
034424	TAMC	DECEMBER 2019 RDIF FEE - CATALINA LOFTS	12/26/19	25988.70
034425	U.S. BANK CORPORATE PAYMENT SY	NOVEMBER/DECEMBER CAL CARD CHARGES	12/26/19	3153.99

Grn-Total:
 Ttl-Count: 124

261458.48

Sand City
Successor Agency
for the former
Redevelopment
Agency

REPORT.: 01/17/20
 RUN...: 01/17/20
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: December 31, 2019 Fiscal (06-20)

Assets			Acct ID

Fiduciary Fund Tax Increment Account	656,748.25	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,580.58	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,915.91	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	224,906.40	40	1070
Fiduciary Fund 2008B Debt Service Fund	33.32	40	1072
Fiduciary Fund 2017 Debt Service Fund	0.06	40	1085
Fiduciary Fund Land	1,127,500.26	40	1291
Fiduciary Fund FURNITURE AND FIXTURES	40,218.25	40	1293
Fiduciary Fund SIGNS AND LANDSCAPING	182,630.99	40	1297
Fiduciary Fund ACCUMULATED DEPRECIATION	-221,907.99	40	1300

Total of Assets ---->	3,068,626.03		3,068,626.03
=====			

Liabilities			Acct ID

Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund Deferred Revenue	242,499.00	40	2050
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Fiduciary Fund LOAN PAYABLE-HOUSING	61.00	40	2452
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES B BONDS	780,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	3,710,000.00	40	2490

Total of Liabilities ---->	15,918,384.33		

FUND Balances			Acct ID

Fiduciary Fund Unappropriated Fund Balance	-13,933,903.83	40	3400
CURRENT EARNINGS	1,084,145.53		

Total of FUND Balances ---->	-12,849,758.30		3,068,626.03
=====			

REPORT.: Jan 17 20 Friday
 RUN....: 01/17/20 Time: 07:36
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 12-19

PAGE: 001
 ID #: CH-AC
 CTL.: SUC

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	12-19	12/24/19	00377	E	Mis	MS	COUNTY OF MONTEREY ROPS 19-20B - JAN-JUNE 2020 Receipt Date: 12/24/19 COUNTY OF MONTEREY Issued...: T0 (DEVON) Dec 24 2019 03:53 pm Devon Lazzarino	Db: 40 1005 Cr: 40 4007 00	576356.00
							Day 12/24/19 Total ---->		576356.00
	12/31/19		00378	C	Mis	BND05	6 MONTH TAX EXEMPT BOND INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Dec 31 2019 12:43 pm Devon Lazzarino	Db: 40 1026 Cr: 40 4435 00	22.16
			00379	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Dec 31 2019 12:45 pm Devon Lazzarino	Db: 40 1025 Cr: 40 4435 00	21.94
			00380	C	Mis	PRP01	PROPERTY TAX INCREMENT DECEMBER 2019 INTEREST Receipt Date: 12/31/19 Paid by: MECHANICS BANK Issued...: T0 (DEVON) Dec 31 2019 12:49 pm Devon Lazzarino	Db: 40 1005 Cr: 40 4450 00	59.88
							Day 12/31/19 Total ---->		103.98
							Period 12-19 Total ---->		576459.98
							Register 000 Total ---->		576459.98
									=====
Total of All Registers ---->									576459.98
									=====

REPORT.: Jan 17 20 Friday
RUN....: Jan 17 20 Time: 07:31
Run By.: Linda Scholink

SUCCESSOR AGENCY
Month End Payable Activity Report
Report for 12-19

PAGE: 001
ID #: PY-AC
CTL.: SUC

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
12-19	CIT01 (CITY OF SAND CITY)	C00106	12/31/19	01/30/20	A	116900.00	JULY 2019 SERAF PAYMENT - FINAL
12-19	HER01 (THE MONTEREY COUNTY HERALD)	B91210H	11/30/19	12/30/19	A	249.75	NOVEMBER 2019 LEGAL ADVERTISING

Total of Purchases -> 117149.75

AGENDA ITEM

6C



City of Sand City

Agenda
Item
6C

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: February 27, 2020
SUBJECT: Bartel Associates, LLC Actuarial Consulting Services.

Discussion:

Bartel Associates was established in 2003 to provide quality and cost-effective actuarial valuation, consulting, and advisory service to large and small retirement systems, including consulting services for agencies participating in CalPERS. They have provided the City of Sand City actuarial valuation services since 2004, and an Actuarial Study was performed for Sand City in 2017 for the statistical analysis of the costs associated with future City OPEB obligations along with a recommended annual program for meeting those costs.

The City of Sand City began prefunding the retiree healthcare plan with the California Employers' Retiree Benefit Trust (CERBT) during the 2016-17 fiscal year. A new valuation is required if there is significant change to plan membership, benefits provisions, healthcare providers or plan options, funding policy, or the basis of any long-term actuarial assumptions between the valuation date and the applicable fiscal year.

Under current Government Accounting Standards Board (GASB) 75, requires biennial valuations. Bartel Associates will provide a new actuarial valuation as of June 30, 2019 to include a staff meeting, and the CERBT funding forms for 6/30/2019. It will also provide the GASBS 75 accounting information for June 30, 2020 and June 30, 2021 which will be the basis for the City's GASBS 75 OPEB financial reporting for the fiscal years ending June 30, 2020 and June 30, 2021.

Fiscal Impact:

Bartel Associates has proposed a comprehensive scope of work included in its letter dated June 30, 2019, attached as Exhibit A and incorporated herein by this reference, with estimated fees not to exceed \$21,000.

Recommendation:

Staff recommends approval of the attached scope of work and services to be provided by Bartel Associates, LLC.

CITY OF SAND CITY

RESOLUTION SC _____, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING AN AGREEMENT WITH BARTEL ASSOCIATES FOR A COST NOT TO EXCEED \$21,000 FOR ACTUARIAL SERVICES RELATED TO THE CITY'S PREFUNDING AND COMPLIANCE WITH GASBS 75 ACCOUNTING STANDARDS FOR THE CITY'S RETIREE HEALTH PLAN

WHEREAS, under current Government Accounting Standards Board (GASB) 75, it requires that a biennial valuation be performed every two years; and

WHEREAS, the City of Sand City participates in the California Public Employees Retirement System (CalPERS) providing Miscellaneous and Safety employees Public Employees Retirement System (PERS) pension benefits and also provides medical benefits for active employees and retirees through the CalPERS pooled healthcare plan; and

WHEREAS, the City of Sand City began prefunding the retiree healthcare plan with the California Employers' Retiree Benefit Trust (CERBT) during the 2016-17 fiscal year; and

WHEREAS, Government Accounting Standard Board Statement (GASBS) 75 requires the City to prepare a new valuation every two years, and Bartel Associates will provide separate accounting information reports annually based on the biennial prefunding actuarial valuations; and

WHEREAS, an actuarial valuation as of June 30, 2019 will also provide the Actuarially Determined Contributions for 2019/20 and 2020/21 and can be used as the basis for the City's GASBS 75 OPEB financial reporting for the fiscal years ending June 30, 2020 and June 30, 2021.; and

WHEREAS, Bartel Associates estimates the cost for the June 30, 2019 funding valuation to be no more than \$21,000 which includes the additional time needed to prepare an actuarial valuation and forms required by the CERBT for a funded plan as compared to an unfunded plan; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby authorizes the scope of work with Bartel Associates as further described in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of Sand City on this____, day of March, 2020 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

February 8, 2019

Linda Scholink
 Director of Administrative Services/City Clerk
City of Sand City
 1 Pendergrass Way
 Sand City, CA 93955

Re: June 30, 2019 OPEB Actuarial Valuation Proposal & Data Request

Dear Ms. Scholink:

Bartel Associates would be pleased to provide actuarial consulting services to the City of Sand City. This letter summarizes the project scope and our fee estimate for a June 30, 2019 actuarial valuation and related GASBS 75 information for the City’s retiree healthcare plan.

Actuarial Valuation

The last actuarial valuation as of June 30, 2017 provided the Actuarially Determined Contributions (ADCs) for 2017/18 and 2018/19 and was used as the basis for the City’s GASBS 75 financial reporting for the fiscal year ending June 30, 2018. It will also be used as the basis for the City’s GASBS 75 financial reporting for the fiscal year ending June 30, 2019.

The next actuarial valuation as of June 30, 2019 will provide the ADCs for 2019/20 and 2020/21 and can be used as the basis for the City’s GASBS 75 OPEB financial reporting for the fiscal years ending June 30, 2020 and June 30, 2021.

Estimated Fees

Our estimated fees to prepare the June 30, 2019 actuarial valuation, including CERBT funding forms and one meeting with staff to review the valuation results, and the following two years’ GASBS 75 accounting information reports are:

<u>Project</u>	<u>Fiscal Year-End</u>	<u>Estimated Fee</u>	<u>Not-to-Exceed Fee</u>
Actuarial Valuation	6/30/19	\$13,000	\$14,000
Staff Meeting	6/30/19	500	500
CERBT Funding Forms	6/30/19	500	500
GASBS 75 Accounting Information	6/30/20	2,500	3,000
GASBS 75 Accounting Information	6/30/21	2,500	3,000

Please note below what will be included in the actuarial valuation and GASBS 75 reports and what will require an additional fee. If the City needs a fixed fee in its contract or purchase order with us, it should include our not-to-exceed fee. We will not bill more than this amount without prior discussion. We will invoice the City monthly based on time incurred, subject to the above maximum fees.

Fees might be higher if the project scope changes or the City needs additional work. You should consider increasing your budget with us if you expect to need other projects or conversations with us during the next several years. Charges for additional work will be billed separately based on the time needed and our billing rates.



As discussed below, please confirm before you draft an agreement or purchase order with our firm and before you ask us to begin work that (1) there have been no changes to OPEB plan provisions since the last actuarial valuation as of June 30, 2017, (2) there have been no changes in the funding policy or investment policy since the last valuation and none anticipated over the next few years, and (3) that you will provide census data, including all the fields requested, in one Excel file and with one record per participant. If any of the above is not true, we may need to revise our fee estimate or ask you to revise our agreement after work has begun.

Our fee estimates assume:

- We will bill the City at the following hourly rates:

President	\$350
Vice President	290
Assistant Vice President	260
Associate Actuary	210
Senior Actuarial Analyst	190
Actuarial Analyst	155

- The City has made no changes to its retiree healthcare plan provisions since the last actuarial valuation as of June 30, 2017. (Please review the benefit summary in our June 30, 2017 valuation report and let us know of any changes.)
- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant.
- The City has followed and not changed its funding policy since the June 30, 2017 actuarial valuation. (Please review the funding policy in our June 30, 2017 valuation report and let us know of any changes.)
- OPEB obligations for the actuarial valuation will be presented in total and with a breakdown by cash subsidy and implicit subsidy.
- We will include a “gain/loss” analysis showing the reasons for changes in the Actuarial Accrued Liability and funded status since the last valuation.
- We will include a 10-year projection of benefit payments, ADCs, Unfunded Actuarial Accrued Liability, and funded status.
- We will have one meeting with City staff to review the valuation results.
- We will provide separate GASBS 75 accounting information reports for the 2020 and 2021 fiscal years based on the June 30, 2019 actuarial valuation using the prior fiscal year-ends as measurement dates.
 - Our GASBS 75 fee estimates assume there will be no changes in the plan provisions, funding policy, or investment policy between the actuarial valuation date and the GASBS 75 measurement dates.
 - GASBS 75 information will be presented for the plan as a whole with no breakdowns by benefit or by employee group.
 - Our GASBS 75 reports will include the actuarial information needed by the City and its auditor to assist in preparing the City’s financial statements. Our estimated fees do not include draft OPEB footnotes.
 - Our GASBS 75 reports will not contain information about the number of covered employees on measurement dates that are not valuation dates or covered employee compensation in all years as that information will not be available to us.
- We will provide the actuarial certification, funding policy certification, and actuarial valuation information spreadsheet required by CalPERS for agencies funding with CERBT along with certified



funding valuation and GASBS 75 reports.

Our fee estimates may be higher if:

- The City has changed its retiree healthcare plan design since the June 30, 2017 actuarial valuation. (If the City has made any changes to the retiree healthcare plan provisions since the June 30, 2017 valuation, it should provide us those changes so we can revise our fee estimate, if necessary.)
- Participant census data is not complete, accurate, or is not provided in an Excel workbook with one record per participant.
- Results are needed separately for additional breakdowns or employee groups.
- Results are needed for alternative actuarial assumptions, contribution policies, or plan designs.
- The City makes any healthcare provider, plan provision, funding policy, or investment policy changes between the actuarial valuation date and the GASBS 75 measurement dates.
- The City requests additional meetings, such as a planning meeting, a committee meeting, a City Council presentation, or separate meetings to review the accounting results. Our fee for additional meetings will be based on our billing rates, the time needed for the meetings, and any additional presentation material.
- The City requests an executive summary.
- The City requests assistance with its OPEB footnotes.
- The City decides to make changes that will affect the valuation results after the valuation is begun or requests additional work after the valuation is completed, including changing plan provisions, actuarial assumptions, healthcare plan options, funding policy, investment policy, or any of the data provided for the valuation.
- Time for consultation and questions after delivering the actuarial valuation report or GASBS 75 report, as applicable, will be billed as additional time, outside the budget for the projects addressed in this proposal, based on time spent and our hourly billing rates. The City should therefore set up an appropriate budget for any additional anticipated or potential consultation needed.

Data Requirements

In order for us to begin the OPEB valuation, please provide:

- Written summary of the City's retiree healthcare plan and other OPEB provisions, including a description of the City's contributions for active and retired employees if they have changed since the June 30, 2017 actuarial valuation. This summary will be used as the basis of retiree healthcare benefits and other OPEB provided by the City for the June 30, 2019 actuarial valuation.
- Copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if not available on the City's website.
- The City's 2018 financial statement if not available on the City's website.
- Total City cash subsidy pay-as-you-go costs for retiree healthcare benefits for 2018/19, when available.
- PEMHCA administrative expenses paid on behalf of retiree premiums for 2018/19, when available, separately from cash subsidy pay-as-you-go retiree healthcare benefits.
- Any other City administrative expenses paid on behalf of OPEB for 2018/19, when available.
- Estimate of the City's active employee healthcare costs for 2018/19.
- The City's most current CalPERS PEMHCA resolution(s).
- The City's most recent CalPERS health premium invoice, including a list of the City's contribution for each active employee and retiree.



- Any anticipated changes to the current OPEB funding policy.
 - CERBT plan asset information:
 - All quarterly CERBT trust statements from June 30, 2017 through June 30, 2019, and later if available, including contributions and dates made.
 - Any anticipated changes to the current investment policy.
 - Copy of “Employer Fiscal Year-End OPEB Contribution Summary for GASB Reporting” Excel file for the 2017/18 and 2018/19 fiscal years provided to CalPERS for the City’s participation in CERBT.
 - Active and retired participant data as of the June 30, 2019 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.
 - Active Employee Data - name, employee number (not Social Security number), birth date, hire date, gender, total CalPERS service with the City, total CalPERS service with all agencies, healthcare plan, single/2-party/family coverage, spouse's birth date (if available), CalPERS pension plan category (Miscellaneous, Safety), CalPERS pension plan tier (e.g. 3%@60, 2%@55, 2%@62, 3%@55, 2.0%@50, 2.7%@57, etc.), bargaining or employee group (including City Council members and the City Attorney, if eligible), classification (full-time, part-time, temporary, seasonal), OPEB eligibility, and 2018/19 PERSable compensation. For any part-time, temporary, and seasonal employees, indicate if they are currently eligible for OPEB, and if not, indicate if they might likely be in a classification eligible for OPEB at retirement. Include active employees who have waived healthcare coverage.
 - Retiree Data - name, employee number (not Social Security number), birth date, hire date, gender, retirement type (service retirement, disability retirement, surviving spouse), retirement date, healthcare plan, single/2-party/family coverage, spouse's birth date (if available), CalPERS pension plan category (Miscellaneous, Safety), bargaining or employee group (including City Council members and the City Attorney, if eligible), portion of monthly premium paid by the City (including amounts paid to both CalPERS and directly to the retiree), and portion of monthly premium paid by the retiree. Include any retirees or surviving spouses of retirees who have waived coverage.
 - CalPERS PEMHCA Data Extract - We recommend the City provide the above participant census data by requesting a copy of its June 30, 2019 PEMHCA Data Extract from CalPERS by contacting CalPERS at CERBT4U@calpers.ca.gov. Add the following information to the data extract:
 - 2018/19 PERSable compensation to each active record.
 - CalPERS pension plan tier (e.g. 2%@55, 3%@60, 2%@62, 2%@50, 3%@55, 2.7%@57, etc.) to each active record.
 - Classification (full-time, part-time, temporary, seasonal) to each active record. For any part-time, temporary, and seasonal employees, indicate if they are currently eligible for OPEB, and if not, indicate if they might likely be in a classification eligible for OPEB at retirement.
 - Bargaining unit or employee group (including City Council members and the City Attorney, if eligible) to each active and retiree record.
 - Any monthly employer contribution in excess of that reported by CalPERS to each retiree record.
 - Monthly employer contribution to any retiree record that shows the retiree waived PEMHCA coverage if the City provides a contribution to such retirees.
- Please indicate additions or changes to the original data extract, for example, by color. Please send us both the original data extracts provided by CalPERS and the files with your changes.



- In order to maintain confidentiality, please do not provide Social Security numbers on any of the information provided. We will remove any files that include Social Security numbers from our computers and server and request revised files.
- Our fee estimate assumes the City will merge and reconcile all census data files and provide one file with one complete record for each employee and eligible retiree in an Excel workbook. If the City needs our help to merge and reconcile data, our fees will be higher. If the City needs to make changes to the data file provided following our review, our fees will be higher to reflect any additional review required.
- We may need additional data depending on our review of the information provided and the City's retiree healthcare plan design.

Timing

Normally, we will need 6 to 8 weeks to complete the actuarial valuation after we receive all the requested information and the City replies to any questions we may have after our review of the information provided. The City should therefore provide the requested data early enough so we can complete the valuation in time to meet any needs the City may have for the valuation results.

We look forward to continue working with you and the City. Please call me at 650-377-1610 with any questions.

Sincerely,

Joseph R. D'Onofrio, FSA
Actuary

c: Katherine Moore, Bartel Associates

O:\Clients\City of Sand City\Proposals\2019\BA SandCi 19-02-08 OPEB 19-06-30 valuation proposal letter.docx

AGENDA ITEM

8A



1

AGENDA

- Purpose of Hazard Mitigation Planning
- The Plan
- 2020-21 Hazard Mitigation Plan Update
- Public Outreach
- Next Steps

2



WHAT IS A HAZARD MITIGATION PLAN?

A mitigation plan establishes a broad **local vision and guiding principles** for reducing hazard risk, and proposes specific mitigation actions to eliminate or **reduce identified vulnerabilities**.

3



“Protect the public **health, safety, quality of life, environment, and economy** of Monterey County by **reducing** the long-term risk of **damage and loss** to known hazards through coordinated planning, partnerships, capacity building, and implementation of effective **risk reduction** measures.”

4

DISASTER PLANS

Hazard Mitigation Plan

- Proactive
- Develops actions to reduce or eliminate risk from future hazard events
- Identifies implementation priorities based on in depth local hazard assessment

Emergency Operations Plan

- Reactive
- Establishes overall operational concepts
- Details emergency management for significant emergency or disaster


5

OUTCOMES

- Protect **life and property**
- Minimize **economic** losses
- Enhance community **resiliency** and **sustainability**
- **Reduce burden** on local governments, and taxpayers
- Break the cycle of repetitive **disaster damages**
- Speed disaster **recovery** and **redevelopment**
- Integrate hazard mitigation with other local planning and decision-making activities
- Comply with federal and state requirements, and to qualify for **additional grant funding**




6



Monterey County
Multi-Jurisdictional Hazard Mitigation Plan

TABLE OF CONTENTS

- Section 1: Introduction
- Section 2: Planning Process
- Section 3: Planning Area Profile
- Section 4: Hazard Analysis
- Section 5: Vulnerability Analysis
- Section 6: Capability Assessment
- Section 7: Mitigation Strategy
- Section 8: Plan Maintenance Procedures
- Section 9: References



FINAL
June 2017
Adopted by the Monterey County Hazard Mitigation Planning Team with Public and Planning Board Input from 04/11/17

7

Identified Hazards

- Agricultural
- Climate Change/ Sea Level Rise
- Coastal Erosion
- Dam Failure
- Drought
- Earthquake
- Flood (includes Coastal Storm)
- Hazardous Materials Event
- Landslide
- Tsunami
- Wildland Fire
- Windstorm





8

EARTHQUAKE

Quaternary and Younger Faults

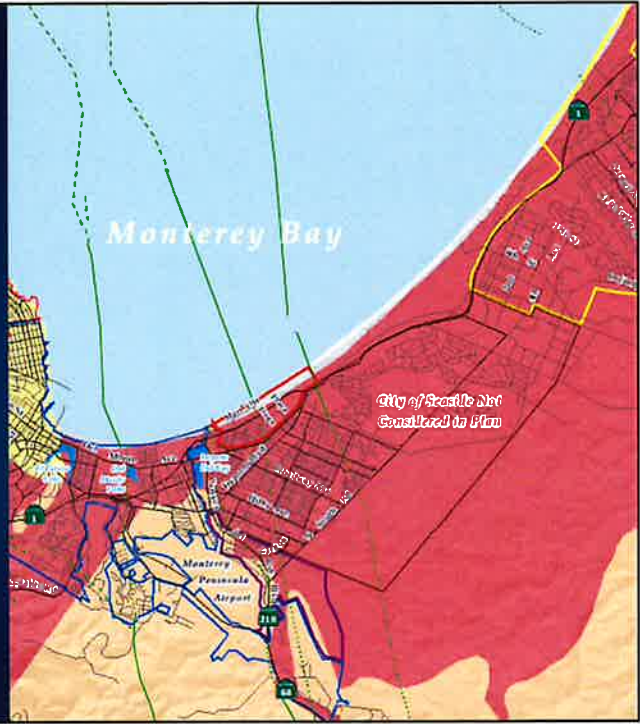
- Defined
- - - Inferred
- Concealed

CGS Probabilistic Seismic Hazard Model
Earthquake Shaking Potential

These regions are near major, active faults and will on average experience stronger earthquake shaking more frequently. This intense shaking can damage even strong, modern buildings.

Increasing Intensity ↑

These regions are distant from known, active faults and will experience lower levels of shaking less frequently. In most earthquakes, only weaker masonry buildings would be damaged. However, very infrequent earthquakes could still cause strong shaking here.

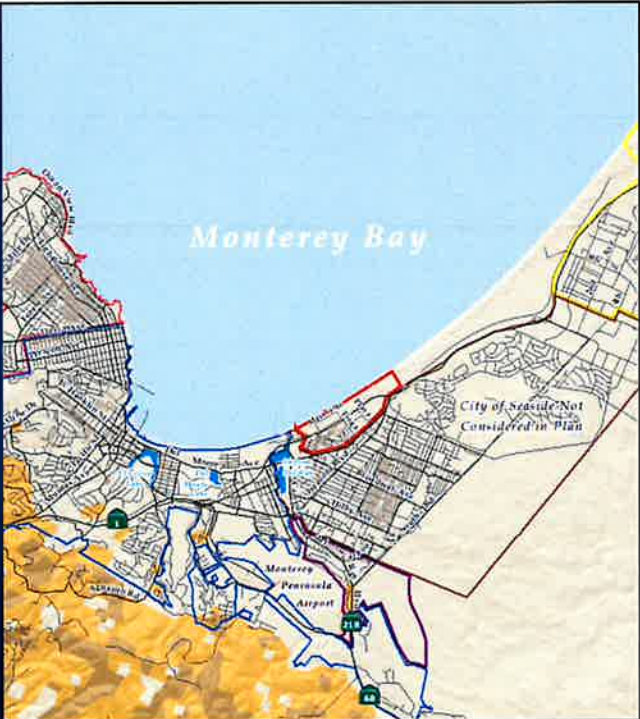


9

LANDSLIDE

Earthquake-Induced Landslide Susceptibility

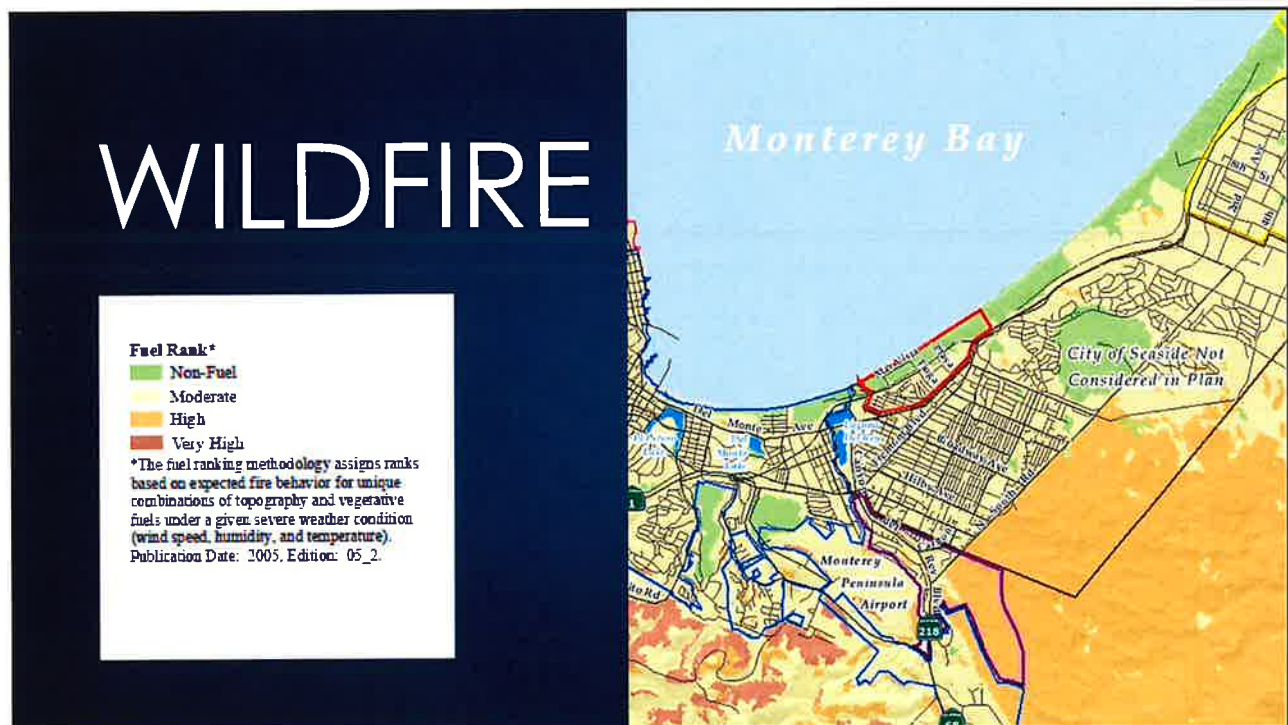
- Low
- Moderate
- High



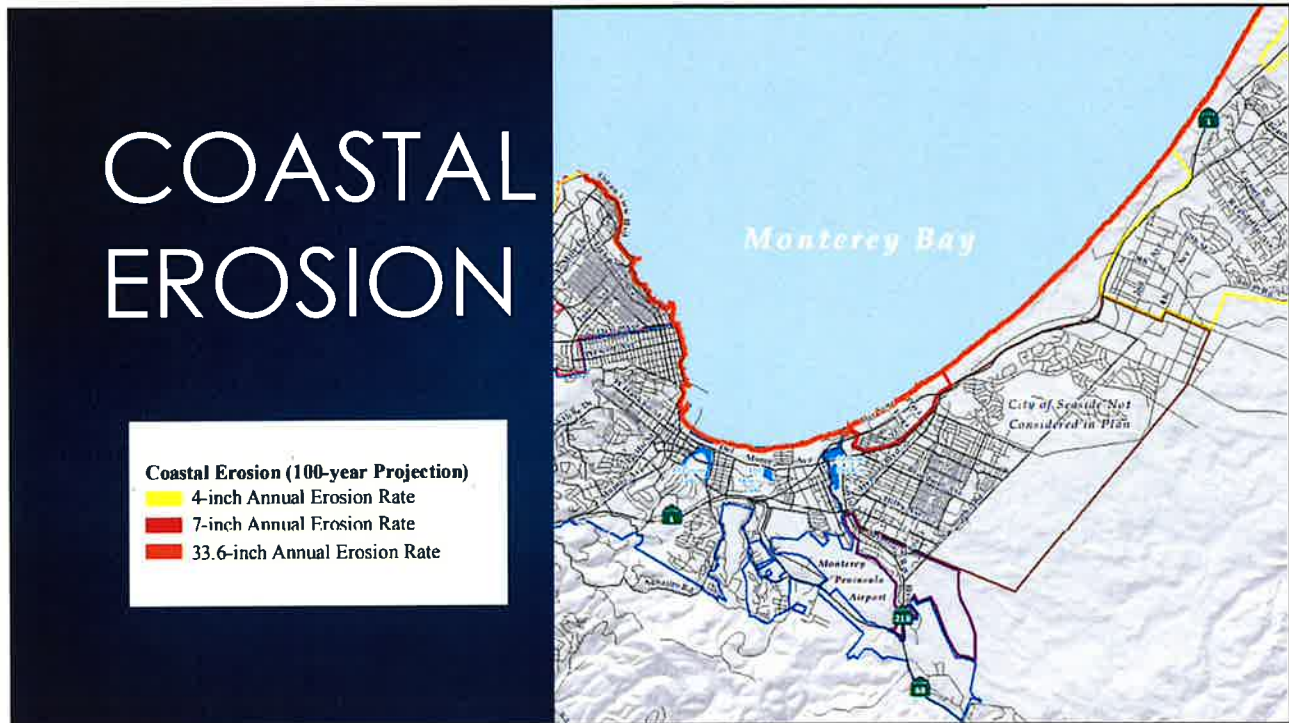
10



11



12



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MITIGATION GOALS

1. **Whole community** disaster-resistance.
2. Protect and enhance **critical infrastructure and key resources**.
3. Encourage **natural systems protection**.
4. Provide **regulatory tools**.
5. **Integrate** hazard mitigation principles into daily practices.
6. Increase **public education and awareness**.
7. Create a **culture of resiliency**.

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UPDATE OBJECTIVES

- Create a holistic and effective **mitigation strategy**;
- Improve **plan maintenance procedures** to increase resilience; and
- Conduct widespread **public outreach** and **stakeholder involvement**.

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HAZARD MITIGATION ACTIVITIES



PLANNING AND OUTREACH

- Local Plans and Regulations
- Education and Awareness Programs



PROJECTS

- Structure And Infrastructure Projects
- Natural Systems Protection

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HISTORY

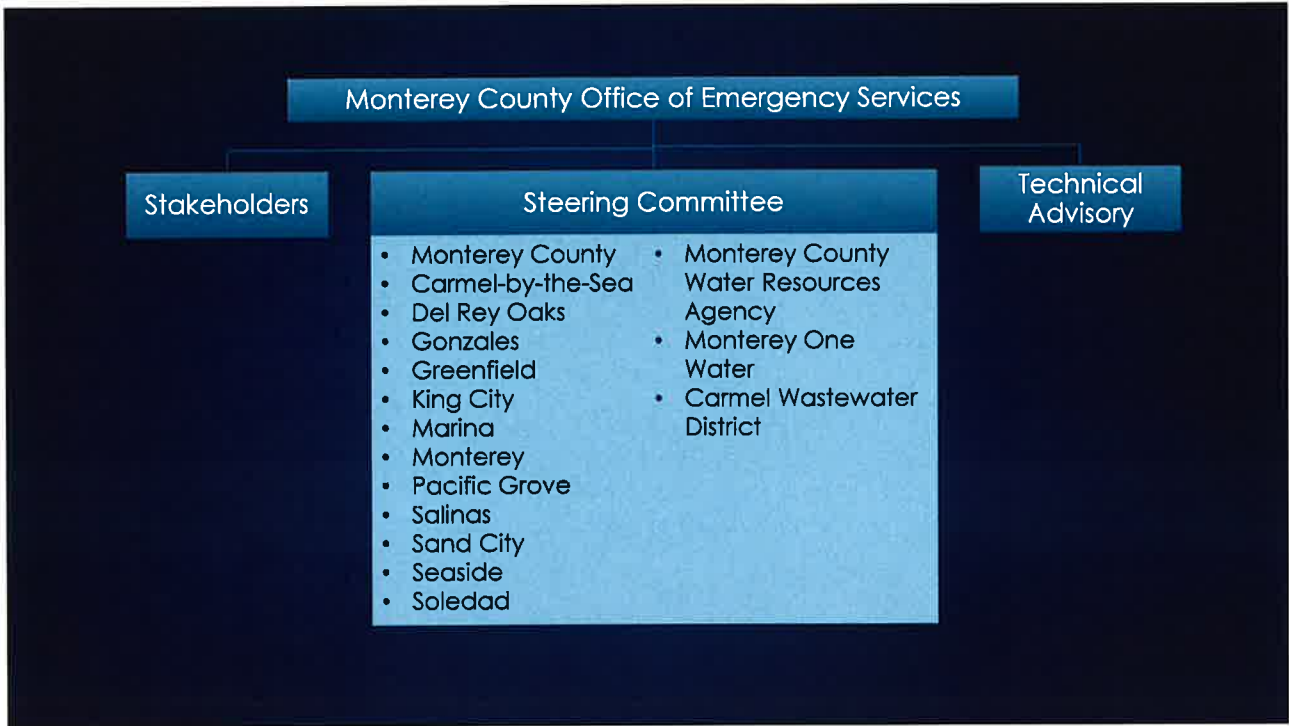
- **2007** First Multi-jurisdictional Hazard Mitigation Plan
- **2016** Update
- **2021** Update process will be led by Monterey County; All 12 cities participate in the planning process, includes special districts

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WORKPLAN

Milestone	Timeframe
Community & Public Outreach	May 2019 – March 2021
Update Period	January 2020 – August 2020
Stakeholder Review	September 22 – October 28, 2020
Public Review	January 1 – March 1, 2021
Submit to CalOES For Review	March 5, 2021
Approval	March 2021 – December 2021
Adoption	December 2021 – December 2022
Closeout	January 2023

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COMMUNITY INVOLVEMENT

- Website
- Public Survey
- Community Meetings
- Public Review Period / Submit Comments
- Presentations to Governing Bodies

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AGENDA ITEM

8B

History

The Monterey Peninsula Housing Coalition was created when a group of Monterey Peninsula board and council candidates began discussions about the housing dilemma, and the multifaceted obstacles to affordable housing development in communities throughout the Peninsula. There was an appreciation for current efforts—such as those of the Monterey Bay Economic Partnership (MBEP)—but a recognition that more needed to be done, particularly in regard to mobilizing community engagement and support.

The conversation continued after the majority of those candidates were elected to office in the fall of 2018, and this past spring, the group hosted a retreat, which resulted in the establishment of the following objectives:

- 1) Completing a Peninsula Employee/Student Housing Study
- 2) Contributing Funds to a Joint Powers Agreement (JPA)
- 3) Identifying and Prioritizing Water Allocation for Affordable/Workforce Housing
- 4) Leveraging Additional Federal/State/Local Dollars

The members divided into groups with the expectation of establishing work plans and evaluating the viability for each of the objectives. After further analysis the group's next step is to update their colleagues on their respective boards/councils, in order to prioritize and receive feedback on the various policy objectives.

Objectives

1) Peninsula Employee/Student Housing Study

The objective of the Peninsula Employee/Student Housing Study (Study) is to draft an RFP identifying scope and timeframes, leveraging the Salinas Valley and Pajaro Valley Regional Farmworker Housing Study. The purpose is to gather new and existing qualitative and quantitative data into a single report. It should include details on current housing and homelessness programs. The Study should consist of surveys from both employees and employers, and answer specific questions that help communities better understand the unique challenges on the Peninsula. Additionally the study will produce action steps (i.e. analysis of the social willingness for housing advocacy, impacts/benefits to local businesses, recommendations on the formation of a sub-region, interpretation of economic drivers, etc.).

Resources for the Study include, but are not limited to: census data, MPUSD's Decision Insight student enrollment data, state legislation, other existing data.

The Study's target geographic locations include Carmel-By-The-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and specific unincorporated portions of the County.

The Study will provide an opportunity for the public sector to collaborate with the private sector, deepening relationships between California State University, Monterey Bay (CSUMB), Monterey Peninsula College (MPC), Montage Health, Monterey Bay Aquarium, and others.

This Study should provide opportunities to enhance relationships with state and federal governments, and support local decision makers in improving housing affordability policies throughout the region.

2) Contribute Funding to a JPA / Explore Formation of Peninsula Housing JPA

There are two fundamental questions when evaluating the viability of forming a JPA:

- 1) What will be the JPA's source of revenue?
- 2) What will the JPA do with its funding?

Source of Revenue

The purpose of the JPA is to obtain competitive gap funds for housing projects. Additionally, we should have all participating entities pay annual dues for the various administrative costs associated with maintaining the entity. The JPA could also incorporate a 501(c)(3) nonprofit organization, which would permit it to collect charitable contributions from private (organizations and individuals) pro-housing entities.

There have been conversations in the business community about finding ways of supporting the construction of affordable housing, and a public-private partnership could create a fund that expands sources towards affordable housing solutions.

Additionally, we anticipate supporting a conceptual ballot measure, which would establish a regional housing fund. There has been ongoing conversations within the county to propose a housing bond, but that appears delayed until potentially the 2022 or 2024 elections. This local funding dedicated to affordable housing would make our region more competitive when seeking federal, state, and private dollars.

Possible workforce housing contributors to an organization of this type might be:

- Schools and school districts (MPUSD, PGUSD, CUSD, MPC, MIIS, etc.)
- Hospitality industry (Pebble Beach Co., MPHA, business associations, etc.)
- Restaurant industry
- Local municipal governments

Further analysis is needed in determining how, if at all, to “set-aside housing” for particular contributing organizations.

Programs

A JPA is important to provide an official, ongoing, regional platform for the Coalition to ensure credibility as it works toward (1) creating regional funding sources for affordable housing, and (2) helping to implement participating agencies' housing policies.

An example from other regional JPAs include the issuance of loans to first-time homebuyers or developers intending to create affordable housing projects. If this region chooses a similar model, further discussion about requirements for developers is needed (i.e. 100% affordable projects, market-rate projects with deed-restricted senior or developmentally disabled adults, etc.).

The JPA would also allow participating agencies the opportunity to agree on regional housing goals, create collaborative efforts on RHNA and Housing Elements, and work with AMBAG to pay for regional housing efforts (i.e. streamlining ordinances at a regional level, utilization of SB2 Planning and Implementation funds, etc.)

Additional Thoughts

The model for forming a JPA came from San Mateo's HEART (The Housing Endowment and Regional Trust) program (www.heartofsmc.org). In addition to the HEART program, there are two other organizations their region recently established, which aid in advancing housing affordability: (1) 21 Elements, and (2) Home for All.

21 Elements

21 Elements is a multi-year, multi-phase collaboration of all twenty-one San Mateo county jurisdictions, along with partner agencies and stakeholder organizations. The project aims to support jurisdictions in developing, adopting, and implementing local housing policies and programs. It is a forum for sharing resources, successful strategies, and best practices.

Housing Planning — 21 Elements brings together cities in San Mateo County to learn from each other and collaborate, helping them complete their state required Housing Elements or housing plans. By providing data, sample language, and best practices, 21 Elements allows cities to write high-quality Housing Elements with fewer resources.

Housing Policy — Often, cities in San Mateo County are struggling with similar housing issues and considering similar solutions. 21 Elements helps those cities find policies that are right for them, working with their neighbors in a supportive, cooperative environment. Respecting local control, 21 Elements makes it easier to adopt innovative policies that address important housing needs. From affordable housing to accessory dwelling units, 21 Elements has resources to help.

Home for All

Home for All is the housing advocacy arm of the county's housing affordability strategy. Their mission is to establish a climate in San Mateo County where a diversity of housing is produced and preserved. Their stated goal is closing the jobs-housing gap. The below efforts represent the bold actions that local leaders from government, business, industry, and nonprofits are currently taking to increase housing in San Mateo County and create more homes people can afford:

- 1) Building Partnerships and Community Support
- 2) Supporting All Types of Housing Development
- 3) Funding Affordable Housing
- 4) Securing Land & Strengthening Community Infrastructure

Conclusions on the Formation of a JPA

Our region has unique characteristics that we should consider when thinking about the development of a similar model. We should be mindful of the differences between our region and theirs, and not necessarily duplicate their model. That being said, the efforts made in San Mateo County can be used as a guide to help initiate a dialogue about what might work best on the Monterey Peninsula.

Our proposal is that we first work to establish a regional JPA, and later work to integrate other programming efforts into our overall strategic housing affordability portfolio.

In order to move forward, it's essential we receive feedback from our colleagues about the following elements:

- How do we determine an appropriate fee structure?
- Are there other elements we can or should include in the programmatic portion of the JPA?
- Who can and should manage the programs?
- How do we build the social and political will to support regional collaboration?

There are many benefits for the region in forming a JPA, chief amongst them being the need for collaboration and providing additional funding for affordable housing solutions. The establishment of a JPA would permit local agencies to better tackle barriers in housing affordability at a regional level.

3) Water Allocation for Affordable/Workforce Housing

The politics around regional water availability and use have been growing more polarized, partially due to increasing pressure from the state to develop more housing, faster. In an effort to eliminate water as a constraint, the Monterey Peninsula Water

Management District (MPWMD) agendized a discussion entitled “Allocation of Water for Affordable Housing” at their August 19, 2019, board meeting.

The policies that the district can consider until the CDO is lifted include:

- Creating a new allocation from accumulated conservation savings (e.g., Ordinance 87 re: CHOMP)
- Reclaiming recently expired water credits
- Seeking voluntary forfeiture of existing, unused water credits
- Easing transfers between commercial and residential parcels
- Consideration of allowing financial incentives for surrender of water credits
- Developing a conservation offset program
- Allowing entitlements to be designated for a general place of use, freeing up potable supply elsewhere

Conservation within the district may provide opportunities for additional water being available for affordable housing projects (i.e. MPC turf replacement) and further analysis can help clarify water supply barriers and opportunities (i.e. the soon-to-be-released MBEP “Blue Paper”). Regardless of the current constraints on water, policymaking on housing affordability should be done now in order to eliminate other barriers once additional water supply is available in the future.

4) Leverage Additional Federal/State/Local Dollars

This objective has been combined with the JPA report, in regards to the 21 Elements organization from San Mateo County. Collaboration amongst staff in the regional jurisdictions will allow entities to leverage additional affordable housing dollars.

Introduction



Peninsula Employee/Student Housing Study

- Where do our employees and students live?
- Better regional transportation solutions:
 - Employee quality of life improves
 - Availability of employees to employers improves
 - Greenhouse gas emissions and road congestion are reduced
- Collaboration between peninsula cities, organizations, and state and federal governments

Explore JPA Creation

- Enable the region to speak with one voice on housing issues
 - Better grant applications
- Possible Programs
 - Loans to facilitate projects
 - Coordinated planning efforts towards regional policies
- Possible non-municipal members
 - Schools and school districts
 - Hospitality industry
 - Restaurant industry

Water Availability

- Until the CDO is lifted - MPWMD August discussion
“Allocation of Water for Affordable Housing”:
 - Creating a new allocation from accumulated conservation savings (e.g., Ordinance 87 re: CHOMP)
 - Easing transfers between commercial and residential parcels
 - Consideration of allowing financial incentives for surrender of water credits
 - Developing a conservation offset program
 - Other possibilities
- Post CDO – Be Prepared to move forward with already vetted planning

Comments and Feedback from the City Council and the Public

- Employee/Student Housing Study
- JPA
 - Monterey participation
 - Other programs that we have missed
 - Additional Input
- Water Availability
- Other areas of interest or concern

AGENDA ITEM

9A



City of Sand City

Staff Report

**Agenda
Item**

9A

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: February 27, 2020
SUBJECT: West End Mural Festival “we.”

Background:

A long-standing goal of the Sand City Arts Committee has been to ensure that the West End is a vibrant and successful Arts Community. One of the critical paths of success to realizing this is the introduction of public art, and more specifically public murals. Murals create a tangible sense of place, destination, resulting in increased foot traffic while adding color, vibrancy, and character to the built environment.

The Sand City Arts Committee has held three meetings in the past two months to discuss and deliberate on the topic of public art and a potential mural festival. It was determined at the December 18, 2019 meeting that the best route to take was to work with someone who has expertise and past experience in producing large-scale mural festivals. There was an approved motion to authorize the City Manager to seek in-person consultation with Pat Milbery of So-Gnar, Inc. in relation to the mural event based on his experience producing and curating large scale mural projects.

Pat Milbery of So-Gnar, Inc. is a Denver based artist who is well known for the large-scale murals that he's created alongside some of the most prominent street and graffiti artists in the world. He's helped curate and create major art installation projects for various municipalities including the City of Denver, and for brands including the Ford Motor Company, X Games, Budweiser, Zumiez, Loveland Ski Area, Wahoo Fish Tacos, and Pabst Blue Ribbon. He has excelled in providing professional event and artist procurement and curation services.

The committee is recommending to the City Council approval of the West End Mural Festival “we.”, service agreement (attachment 1), and allocation of 2019-2020 budgeted funds.

Fiscal Impact:

Approved 2019-2020 Budget funds to be used in support of the festival;

- 5005-00 Arts Committee \$15,000
- Special Project (CIP) Public Art \$50,000

Recommendation:

Mural programs and festivals have routinely proven to be a very successful economic development initiative. Throughout my career I have witnessed the quick and successful impact

public art plays in energizing and attracting new vibrant businesses. I would fully expect that this festival will have the same impact, and will create an identity that will elevate the West End and Sand City in the region.

Based on the support and approval from the Sand City Arts Committee, staff recommends approval of the West End Mural Festival, service agreement (attachment 1), and expenditure of approved 2019-2020 Budget funds.

**CITY OF SAND CITY
RESOLUTION SC _____, 2020**

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A SERVICE AGREEMENT WITH SO-GNAR, INC. (PAT MILBERY) FOR THE 2020 WEST END MURAL FESTIVAL “WE” (WE) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE AGREEMENT

WHEREAS, the City of Sand City will be sponsoring and coordinating the West End Mural Festival (WE) in collaboration with the Sand City Arts Committee in the Summer of 2020; and

WHEREAS, the West End Mural Festival will be held annually, will create an instant sense of place, an accessible public art gallery, and book end the highly successful West End Celebration; and

WHEREAS, the City desires to hire a contractor for the general purposes of Artist Procurement and Curation for the 2020 West End Mural Festival including sponsorship development related to the event; and

WHEREAS, Pat Milbery of So-Gnar, Inc. is a Denver based artist who is well known for the large-scale murals that he has created alongside some of the most prominent street and graffiti artists in the world; has helped curate and create major art installation projects for brands including the Ford Motor Company, X Games, Budweiser, Zumiez, Loveland Ski Area, Wahoo Fish Tacos, and Pabst Blue Ribbon, and will provide professional event and artist procurement and curation services for the West End Mural Festival that will result in continuous improvement to the West End, and create a sense of pride for the neighborhood; and

WHEREAS, ten (10) quality large-scale murals will be produced by twenty (20) national and international artists that will create conversation, and build a foundation of an accessible public art gallery in the West End; and

WHEREAS, the 2020 West End Mural Festival will be held on August 17th through 23rd, and will include various daily events outside of the painting of murals throughout the week; and

WHEREAS, the total 2020 West End Mural Festival City budgeted sponsorship, including artist procurement and curation services, is \$65,000, and the approved 2019-2020 Budget funds to be used in support of the festival includes \$15,000 from 5005-00 Arts Committee, and \$50,000 from the Capital Improvement Plan Public Art; and

WHEREAS, the West End Mural Festival curation services includes up to three (3) public murals to be produced by So Gnar Creative within the West End prior to the West End Mural Festival.

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

1. The City Manager is authorized to enter into the West End Mural Festival artist procurement and curation service agreement attached hereto and incorporated herein as Attachment 1 and is approved at a cost not to exceed \$15,000;
2. The City Council hereby approves a presenting sponsorship budget amount of \$50,000 for the 2020 West End Mural Festival;
3. So-Gnar Inc. will maintain a current Sand City Business License for the term of the service agreement.

PASSED AND ADOPTED by the City Council of Sand City on this ____, day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

CITY OF SAND CITY

WEST END MURAL FESTIVAL ARTIST PROCURMENT AND CURATION SERVICE AGREEMENT

This West End Mural Festival Artist Procurement and Curation Service Agreement (“**Agreement**”) made this ____ day of March, 2020 (“the Effective Date”) , is by and between the CITY OF SAND CITY, a municipal corporation (“**City**”) and So-Gnar, Inc., a Colorado Corporation, hereinafter referred to as “**Consultant**” (together referred to the “Parties”).

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

I. TERM

The term of the Agreement will begin on March ____, 2020 and shall end on June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed fifteen thousand dollars (\$15,000.00) 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.. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it

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

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 60 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement
 - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
 - c. Retain a different consultant to complete the work described in an given task order not finished by Consultant; and/or

- d. Charge the consultant the difference between the cost to complete the work described in a given task order that is unfinished at the time of breach and the amount the CITY would have paid CONSULTANT pursuant to section 6 if CONSULTANT had completed the work.

VIII. OWNERSHIP OF DOCUMENTS

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

agrees that the CITY has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the work, or decline to do so, in whole or in part, in CITY's sole discretion.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

XVI. NOTICES

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

To CITY: City of Sand City
 1 Pendergrass Way
 Sand City, CA 93955
 Attention: City Clerk

To CONSULTANT: So-Gnar, Inc.
 4295 Harlan Street
 Wheatridge, CO 80033
 Attention: Pat Milbery

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Pat Milbery may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY thirty (30) days' notice prior to the departure of Pat Milbery from CONSULTANT's employ. Should he leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

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

and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Aaron Blair, City Manager

ATTEST:

Linda K. Scholink/City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Consultant's Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Agreement for Public Art

EXHIBIT A

SCOPE OF SERVICES

Contractor agrees to perform the following services for City in connection with the West End Mural Festival:

- (a) Contact and actively solicit for financial contribution and sponsorships, nationally recognized and local companies, organizations and individuals. In particular, companies that have policies of corporate giving shall be contacted for potential financial assistance regarding the West End Mural Festival. This sponsorship development activity shall be documented by the Contractor and presented to the City on an annual basis prior to June 30, 2020.
- (b) Create all promotional materials necessary for the 2020 West End Mural Festival (e.g., posters; flyers, public service announcements, website development, and advertising for all media outlets).
- (c) Organize volunteers and coordinate with the Sand City Arts Committee to conduct the event.
- (d) Ensure that the West End Mural Festival is conducted in the manner required by City, State and Federal law (e.g., business license, safety and land use requirements; alcoholic and beverage control laws and regulations).
- (e) Coordinate the planning of the West End Mural Festival with the Sand City Arts Committee, City staff and the City's Police Department.
- (f) Contractor will prepare a draft budget for the 2020 West End Event. Expected expense items shall be categorized in the draft budget itemized to a level of detail which is acceptable to the City Manager. Contractor shall submit the draft budget to the City Manager for his/her review and approval no later than April 1, 2020.
- (g) Contractor agrees to provide curation services including;
 - Meet monthly with the Sand City Arts Committee and City Council, as necessary, to provide festival updates.
 - Selecting artists for the festival based upon the following criteria: skill, execution, experience, capability, style, quality, diversity, individuality, and context.
 - Coordinate artist and property owner agreement for public art.
 - Assist in festival budget oversight with City Staff.
 - Organize and manage all festival and artist paint and supplies.
 - Arranging and providing art and designs for City and property owner approval.
 - Provide design assistance and coordination of all marketing and branding of the festival.

- Coordination of all event volunteers.
- Ensure that all Artists meet deadlines as determined by City Manager
- Locate and coordinate sponsors and partners of the festival.
- Production of up to three (3) public murals on City owned property, to be produced by So Gnar, Inc., within the West End prior to the West End Mural Festival. Contractor agrees that City has sole discretion to approve or disapprove such murals. City Council will review and approve design sketches and mural locations before installation.

EXHIBIT B
CONSULTANT'S FEE SCHEDULE

So-Gnar, Inc.

Retainer Fee 10%: \$1500

Per hour for his services: \$200

Per Hour for support services under this contract: \$200

Travel and lodging to be billed at cost.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

AGREEMENT FOR PUBLIC ART

THIS AGREEMENT is executed this ___ day of ____, 2020 by and between the City of Sand City, a municipal corporation, (hereinafter "City") and So-Gnar, Inc., a Colorado Corporation and So-Gnar's Principal, Pat Milbery. (Hereinafter, combined called "Artist")

WHEREAS, the City has selected Artist to design and execute three murals ("Artwork") to be installed at locations within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

a. Artist shall furnish and provide at their cost and expense all supplies, materials, equipment and shipment thereof, if applicable, related to the performance of this Agreement. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

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

c. Artist must obtain design approval. Artist shall present to Arts Committee at least four designs from which committee will select three (3) to be installed.

d. Artist must obtain approval from the arts committee regarding final placement of the Artwork. The location of the Artwork shall be on City owned property, and the location of the Artwork shall be referred to herein as the "Site."

e. If applicable, Artist shall provide City with the names of all subcontractors along with a copy of the agreement between the Artist and each subcontractor, and the subcontractors City of Sand City business license.

f. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina, or anti-graffiti coating, if applicable.

g. Artist must coordinate installation of Artwork with the City Manager, or designee, and the City's Public Works Director, or designee. Artist must secure all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the artwork at the Site.

h. Artist shall be responsible for installation of the Artwork and all costs associated with its creation and placement. Artist must consult with the City Manager, or designee, and the City's Public Works Director, or designee, prior to and during installation.

Exhibit D

i. Installation of artwork must be completed by July 15, 2020, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.

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

2. Duties of City.

City shall provide, at no cost to Artist, any documents or information available to City that is reasonably required by Artist for performance of their duties.

3. Time for Performance.

Artist shall promptly commence the Artwork upon receipt of a Notice to Proceed issued by City. No work shall begin prior to issuance of the Notice to Proceed. Upon receipt of said Notice, Artist shall diligently work to complete all of the Artwork by July 15, 2020. Time is of the essence in performance of all obligations under this Agreement, and extensions of time may be granted by the City only as provided in section entitled Force Majeure, below.

4. Compensation.

a. Compensation shall be as set forth the Consultant's Agreement to which this Agreement is an exhibit.

b. City shall have the right at reasonable times to review Artwork while in the process of fabrication. Artist shall give progress reports to the City Manager on a monthly basis or when otherwise requested.

5. Artist Warranties.

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

b. Workmanship. Artist shall warrant and maintain the Artwork free from all faults or defects related to material or workmanship for a period of two years after the Artwork is accepted by City.

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

Exhibit D

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

e. Acceptable Standard of Display. Artist represents and warrants that: (1) general routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display; (2) foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and (3) with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

6. Acceptance of Artwork. The Artist must notify the City when the Artwork is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed ("Letter of Acceptance"); or (ii) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork.

7. Transfer of Title to Artwork. Title to the Artwork shall remain in Artist's name until City has accepted the Artwork as completed and it is installed to the satisfaction of City. Once the City has issued a Letter of Acceptance the City will be the sole owner of the Artwork. Transfer of title shall be self-executing upon City's Final Acceptance. Artist shall bear all risk of loss of the Artwork until title has been transferred to City.

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

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

a. The City, having expended considerable public funds to commission the Artwork, and pursuant to its responsibilities to maintain artworks owned by City, intends to make its best

Exhibit D

efforts to display the Artwork at the Site, as originally created by Artist and to maintain the Artwork in good condition. However, City must preserve complete flexibility to operate and manage City property. Therefore, subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, in connection with its power and duty to operate and manage City property in the public's interest, shall have the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "MODIFY") the Artwork in City's sole judgment. For example, City may MODIFY the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion. The CITY has the absolute right to change, MODIFY, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 *et seq.*), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 *et seq.*, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for modifying the Artwork.

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

d. If City alters the Artwork without Artist consent in a manner that is prejudicial to Artist's reputation, Artist may disclaim authorship of the Artwork.

e. City shall have the right to donate or sell the Artwork at any time. Before exercising this right during the lifetime of the Artist, City, by written notice to Artist at Artist's last known address, agrees to give Artist the opportunity to purchase the Artwork for the amount of any offer which City has received for the purchase of the Artwork, plus all costs associated with the removal of the Artwork from the Site, clean-up of the Site and delivery to Artist. Artist shall have thirty (30) days from the date of City's notice to exercise the option to purchase the Artwork.

Exhibit D

11. Copyright.

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

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

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

12. Reproduction and Distribution.

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

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

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

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

13. Waiver. The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained

Exhibit D

herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

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

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

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

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

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

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

Exhibit D

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

City:

Aaron Blair, City Manager

Date

Artist/So-Gnar, Inc.:

Pat Milbery

Date

Attest:

Linda Scholink, City Clerk

AGENDA ITEM

9C



MEMBERS ONLY LUNCHEON

Laguna Seca President & General Manager

John Narigi

Friday, March 13, 2020

11:30 am to 1:30 pm

Bayonet and Black Horse

We are excited to welcome Laguna Seca's new President & General Manager, Mr. John Narigi. He will be speaking to MCBC Members on his plans for new management and direction of the world-class raceway.

Monterey County Business Council Monthly Luncheons are for **MEMBERS ONLY**



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THE MONTEREY PENINSULA CHAMBER OF COMMERCE

CELEBRATES THE **50th** ANNIVERSARY
OF THE NEXT GENERATION JAZZ FESTIVAL!



The Next Generation Jazz Festival Turns 50!

**Come Celebrate the 50th Anniversary of the Next Generation Jazz Festival with
the Monterey Jazz Festival and the Inns of Monterey**

**Thursday, March 12, 2020
5:00PM to 6:30PM**

Casa Munras Garden Hotel & Spa



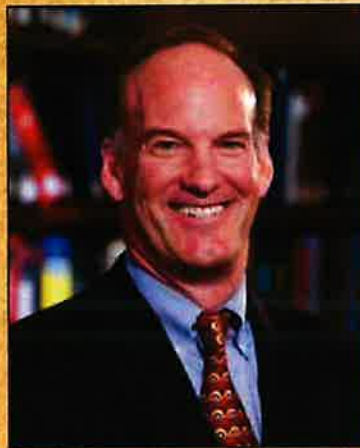
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CHAMBER OF
COMMERCE

QUARTERLY CEO BREAKFAST

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*Save the
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6 PM RECEPTION AND SILENT AUCTION
7 PM DINNER AND AWARDS CEREMONY

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The Panetta Institute for Public Policy

PRESS RELEASE

For immediate release
Attention: Assignment Editors/News Directors

Contact: Sylvia M. Panetta, 831-582-4200

**Leon Panetta Lecture Series Rebroadcast Dates for
Lecture Featuring Speakers Brett Baier, David Gregory and Mara Liasson
Moderated by Leon E. Panetta**

The first event of the twenty-third annual Leon Panetta Lecture Series *Decision 2020: A Republic If We Can Keep It: Impeachment and the Election* that was held Monday, February 24, 2020 at the Monterey Conference Center will be rebroadcasted on the following dates and times.

Monterey Peninsula and Salinas

MCAET, Comcast Cable Channel 26 (Monterey Peninsula and Salinas)

MCAET, Over the Air Channel 38.1 (Monterey Peninsula and Salinas)

Sudden Link, Cable Channel 15 (Fort Ord and Presidio of Monterey)

Cal State Monterey Bay Channel 72.1 (CSUMB Campus and East Campus)

Saturday, February 29, 2020, 1:00 p.m. to 2:30 p.m.

Saturday, February 29, 2020, 7:00 p.m. to 8:30 p.m.

Sunday, March 1, 2020, 12:00 p.m. to 1:30 p.m.

Sunday, March 1, 2020, 6:00 p.m. to 7:30 p.m.

Monterey, San Benito and Santa Cruz Counties

AT&T U-Verse Channel 99 Monterey County

Education Channel – MCAET

Saturday, February 29, 2020, 1:00 p.m. to 2:30 p.m.

Saturday, February 29, 2020, 7:00 p.m. to 8:30 p.m.

Sunday, March 1, 2020, 12:00 p.m. to 1:30 p.m.

Sunday, March 1, 2020, 6:00 p.m. to 7:30 p.m.

Aromas, Carmel Highlands, Castroville, Chular, Gonzales, Greenfield, Hidden Hills, King City, Laguna Seca, Moss Landing, Oak Hills, Pajaro, Prunedale, Rancho Tierra Grande and Soledad

MCAET, Charter Cable Channel 17

Saturday, February 29, 2020, 1:00 p.m. to 2:30 p.m.

Saturday, February 29, 2020, 7:00 p.m. to 8:30 p.m.

Sunday, March 1, 2020, 12:00 p.m. to 1:30 p.m.

Sunday, March 1, 2020, 6:00 p.m. to 7:30 p.m.

Greater Northern California

Xfinity on Demand

Radio Stations

KAZU Radio, 90.3 FM

Sunday, March 1, 2020, 9:00 p.m. to 10:30 p.m.

Video Archive of Leon Panetta Lecture Series

Panetta Institute Website

www.panettainstitute.org

Leon Panetta Lecture Series YouTube Channel

<https://www.youtube.com/c/leonpanettalectureseries>

KAZU Website

www.kazu.org

CELTIC CONCERT

at San Carlos Cathedral

500 Church St. Monterey CA 93940

MARCH 5th, 2020

7:00 p.m.



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