

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, MAY 19, 2020

5:30 P.M.

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

Regular Meeting - May 19, 2020
5:30 P.M.

As allowed per the State of California Governor's Executive Order N-29-20, this meeting will be conducted by telephone. Members of the public may call in to:

Dial-in number: (425) 436-6361

Access code: 549824

How to Submit Public Comments:

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

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

1. ROLL CALL

2. ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

3. 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.

If you need assistance, please advise the City Clerk in advance as to which item you would like to comment on and the City will assist you with arrangements.

4. 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—anticipated litigation (Government Code Section 54956.9(d)(4) (1 case))
 - 3) Public Employee Employment pursuant to Government Code Section 54957
Position: City Attorney
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with California Government Code Section 54957.1.

5. CONSENT CALENDAR

- A. Approval of May 5, 2020 Sand City Council Meeting Minutes
- B. Acceptance of Sand City/Successor Agency Monthly Financial Report, March 2020
- C. Approval of City RESOLUTION Authorizing the City Manager to Amend the Agreement with 4leaf and Extend it until June 30, 2021
- D. Approval of City RESOLUTION Approving a Service Agreement with EMC Planning Group, Inc. for Professional Services within Fiscal Year 2020-2021 at a cost not to Exceed \$25,000

5.1 CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

6. PRESENTATION

- A. Presentation and Update on Status of 2020 West End Celebration (WEC) by Stephen Vagnini, WEC Coordinator

7. NEW BUSINESS

- A. Consideration of City RESOLUTION Authorizing the City Manager to Execute a Second Amendment to Agreement Regarding Affordable Housing
- B. Consideration of City RESOLUTION Adopting an Amended Memorandum of Understanding (MOU) with the Sand City Police Officers' Association and Authorizing Appropriation of Funds
- C. Discussion on 2020/2021 Priorities for Sand City
- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

8. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, June 2, 2020
5:30 P.M.
Telephonic meeting:
Dial-in number: (425) 436-6361
Access code: 549824

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 222, or give your written request to the City Clerk at One Pendergrass Way, Sand City, CA 93955 at least 12 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation

AGENDA ITEM

2

MEMO



To: Honorable Mayor and City Council Members
From: Aaron Blair, City Manager
Date: May 13, 2020
Re: City Manager Update

Public Works/Engineering

- Storm water interceptor maintenance contract: RFP (2nd quarter)
- CIP-Calabrese Park Improvements A (2nd quarter)
- ~~CIP-Calabrese Park Improvements B (Grant Funding not received)~~
- CIP-Pavement Management Program (3rd quarter)
- CIP-Edgewater Habitat Restoration (2nd quarter)
- CIP-West Bay Street Repair Project (2nd quarter)
 - Extension Granted till 7/1/2020
- CIP-West End SW Improvement Projects (TBD)
 - Contra Costa St. (Grant Funding requested)
 - Catalina St. (Grant Funding requested)
- Sand City Water Supply Project (SCWSP) Phase 1 New Wells (1st & 2nd quarter)
- CIP-City Hall Electrical Service Updates (2nd quarter)

Community Development/Planning

- ~~CIP-Parking Strategy Plan (Implementation Phase)~~
- ~~Sustainable Transportation Plan (Implementation Phase)~~
- Accessory Dwelling Units Code Amendment (2nd quarter)
- Short-term rental ordinance workshop (2nd quarter)
- Fee schedule Update: Fee Study (2nd quarter)
- CIP-Façade Program (3rd quarter)
- Single-use plastic bag ordinance (TBD)
- CIP-Community Center Feasibility (TBD)
- CIP-Public Art Program (2nd & 3rd quarter)
- ~~CIP-iWorkQ: (Implementation Phase)~~

Finance/Clerk/HR

- Sales tax initiative: November 2020 Ballot (2nd quarter)
- ~~5-Year Capital Improvement Plan: (2/4/20)~~

- ~~2019/2020 Budget: Mid-Year Review (February)~~
- 2020/21 Budget & CIP Process (2nd quarter)
- ~~CIP Agenda Management Software (Implementation Phase)~~
- ~~CIP Laserfiche Management Software (Implementation Phase)~~
- ~~CIP Admin Server (Implementation Phase)~~
- Personnel Manual Revision (3rd quarter)

Economic Development

- Carroll Property reuse (2020)
- Ocean View Ave at Fell St. SFD (Under Construction)
- 756 California Avenue (Under Construction)
- 460 Elder Expansion (Permit Review)
- Monterey Bay Shores (Under Construction: On Hold)
- 534 Shasta Commercial Building Expansion (Permit Review)
- Monterey Bay Collection (Permit Review Coastal Commission)
- Target Remodel (Permit Issued)
- Catalina Lofts (Under Construction)
- Telsa Charging Stations (Edgewater)
- Ashley Home Furniture (Former Orchard Supply- Memorial Day)
- South of Tioga
 - Development Agreement
 - ~~Quimby Act~~
 - ~~Lincoln and Beech ROW Abandonment~~
 - Community Finance District
 - Sliver properties (Pending)
 - Lot line Adjustment
 - Final Map

Other

- ~~Public Art Policy (2nd quarter)~~
- 5-Year Staffing Plan (3rd quarter)
- Code Enforcement (3rd quarter)
- we. public art festival (Aug 17-22)
- West End Celebration (Aug 21-23)

STAFF REPORT

DATE: May 13, 2020
TO: Sand City Staff
FROM: Shelby Gorman, Administrative Assistant
SUBJECT: Alternate Payment Method – Credit Card Reader

RECOMMENDATION

Implement Square software and hardware to allow for credit card payments in person and over the phone.

DISCUSSION

The acceptance of credit card payments will allow for greater accessibility – those who previously were limited by access to cash and the ability to get to City Hall during work hours will be able to make convenient payments. Square also allows for the integration of payments via the website if, in the future, that is deemed appropriate.

Laura Morales, Police Records Coordinator, has found Square to be the sensible solution for the Police Department. Its software also makes it the solution for the Administrative/Planning/Finance side of City Hall for the following reasons;

1. Consolidated payments that can be deposited on a regular schedule dictated by City Hall staff
2. Custom receipts to itemize payments - currently written by hand
3. Custom receipts to specify address, project, etc.
4. Generated reports to track the utility of the new technology
5. Stored data on receipts and invoices
6. Convenient, consolidated deposits between departments

A 2.6% + \$0.10 service fee will be added to all card purchases as convenience fee if the card is present at City Hall to be swiped. If the payer would like to provide their credit card details over the phone, the service fee is 3.5% + 0.15 (fees determined by Square). This can be avoided by paying with cash or check. If the City were to absorb this cost, the large payments taken in could cost thousands per year. I strongly recommend adding this cost to all transactions in all departments for consistency in policy. The added cost will be clearly stated on the receipt and told to all payers prior to payment.

Square will compliment current accounting practices and involve few adjustments.

COST

Square Reader and Doc (City Hall & PD)	\$80 each
Receipt Printers (City Hall & PD)	\$300 each
Receipt Paper Rolls (City Hall & PD)	\$50/ 25 rolls

APPROX. TOTAL \$590

AGENDA ITEM

5A

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

Regular Meeting - May 5, 2020
5:30 P.M.

As allowed per the State of California Governor's Executive Order N-29-20, this meeting was conducted by teleconference.

Mayor Carbone opened the meeting at 5:35 P.M.

The following members of the Council and Staff attended the meeting via Zoom teleconference.

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

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

Guest: Donna Williamson, Legal Counsel

AGENDA ITEM 2, ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

Mayor Carbone reported on the Monterey County Mayors meeting that was held on Friday May 1, 2020 where discussion took place regarding the lack of information from the Monterey County Health Department's chief executive officer relating to the coronavirus, a letter being drafted to the Governor for additional funding to procure more food, and the State meal assistance program for the elderly community that would also support local businesses. She further reported that two new Covid-19 test sites will be established in Salinas and Greenfield that will provide testing to first responders and then to the community.

City Manager Blair added that Staff meetings had been held to discuss several construction projects such as the Seaside Sanitation District sewer project, grant application for the Contra Costa stormwater project, and the Ashley Furniture tenant improvement buildout permit package. He reported on the updated Shelter in Place requirements that would allow for construction projects to continue. Staff is also working on improvements to City Hall and performing some in house cleaning.

City Attorney Norgaard commented that the Governor has announced that the State will move into Stage 2 of the Shelter in Place order with more guidance to be released on Thursday and would allow for the opening of more manufacturing and retail businesses. The County can continue more restrictive orders and have allowed some construction but still requires the social distancing requirements. The Developer for the South of Tioga has submitted their draft for the transfer of land regarding the Slivers parcels and that Staff is working with DBO's attorney to finalize the land transfer. She also reported on the positive news that the City will no longer be a defendant in the action regarding the Alexander case.

City Attorney Norgaard addressed the question posed by Council Member Sofer regarding the order related to construction that would be allowable under the new guidance to be released on Thursday.

AGENDA ITEM 3, PUBLIC COMMENT

5:49 p.m. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications regarding items not appearing on the agenda.

5:49 p.m. Floor closed for Public Comment.

AGENDA ITEM 4, CONSENT CALENDAR

There was consensus of the Council to pull Agenda Item 4B, for consideration under New Business due to possible public official conflicts with the upcoming November 3, 2020 Elections.

- A. There was no discussion of the April 21, 2020 Sand City Council Meeting Minutes.
- B. Approval of City RESOLUTION Calling a November 3, 2020 General Municipal Election, Requesting the County Elections Department Conduct the Election, and Requesting Consolidation of the Election with the General Statewide Election. **This item was pulled from the Consent Calendar and was considered under New Business.**
- C. There was no discussion of the Sand City/Successor Agency Monthly Financial Report for February 2020.
- D. There was no discussion of the City **Resolution** of the City of Sand City Adopting a Public Art Policy.

Council Member Blackwelder experienced technical difficulties and was unavailable to vote on the Consent Calendar items.

Motion to approve the Consent Calendar items 4A, C and D was made by Council Member Hawthorne, seconded by Council Member Sofer. AYES: Council

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

AGENDA ITEM 5, NEW BUSINESS

A. Consideration of City RESOLUTION Adopting Amendment #2 to the City Budget for Fiscal Year 2019-2020

City Manager Blair reported that at the last meeting, he indicated that estimated projections would reflect a 10.7% drop in Measure J, and a 9.1% drop in sales and use tax revenues for the remainder of Fiscal Year 2019-2020. This amendment takes into consideration those reductions with some departments having more cuts than others. Items highlighted in yellow and green are items that were adjusted.

Council Member Cruz interjected that the calculations are also based on projected reduction in revenues due to the impact of the coronavirus.

City Manager Blair continued that the City would normally do an amendment towards the end of a fiscal year and that this second amendment to the budget reflects changes due to the coronavirus. He pointed out the 'cash outs' budget line item in both the finance and administrative departments indicating that the amount has been adjusted to reflect an additional \$4,000 in each department due to staff retirement benefits paid out. The difference in the budget is estimated at \$170,000, and Staff is confident that this is acceptable. He further clarified that this estimate reflects expenses and revenues through June 30, 2020. A budget meeting is scheduled to review the Fiscal Year 2020-21 budget. Such items as grant projects and electrical upgrades to City Hall has remained on the budget, and that \$15,000 has been allocated for Covid-19 expenses.

6:01 P.M. Council Member Blackwelder re-joined the meeting.

Mayor Carbone commented that a meeting she attended there was discussion regarding what may or may not be a reimbursable expense for Covid related items. City Manager Blair further clarified to Council Member Blackwelder what the highlighted items indicated.

6:07 P.M. The floor was opened and seeing that there were no comments from the Public in person, via writing or through telecommunications, the floor was closed.

Motion to approve the City **Resolution** adopting Amendment #2 to the City Budget for Fiscal Year 2019-2020 was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Cruz. NOES: None. ABSTAIN: None. ABSENT: None. Motion carried.

A straw vote was conducted between Carbone, Hawthorne and Cruz, and Council Members Carbone and Hawthorne recused themselves from the online room for the consideration of Agenda Item 4B.

City Attorney Norgaard clarified that the councilmembers' elected to recuse because of a possible financial conflict as the City will be considering whether to pay for candidate statements.

4B Approval of City RESOLUTION Calling a November 3, 2020 General Municipal Election, Requesting the County Elections Department Conduct the Election, and Requesting Consolidation of the Election with the General Statewide Election

Acting City Clerk Horca commented that the attached agenda item relates to the General Municipal Election to be held on November 3, 2020 General Municipal Election and is procedurally brought to the Council for ratification. Staff recommends approval of the attached resolution calling for a November 3, 2020 General Municipal Election and requesting the County Elections Department to conduct the election.

There were no questions or comments from the Council.

Motion to approve the City **Resolution** calling a November 3, 2020 General Municipal Election, Requesting the County Elections Department Conduct the Election, and Requesting Consolidation of the Election with the General Statewide Election was made by Council Member Sofer, seconded by Council Member Cruz. AYES: Council Members Blackwelder, Cruz, Sofer. NOES: None. ABSTAIN: Council Members Carbone, Hawthorne. ABSENT: None. Motion carried.

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

Council Member Sofer announced the Transportation Agency of Monterey County (TAMC) Bike meeting via Zoom.

Council Member Cruz added that a TAMC Rail meeting was held on Monday and information regarding a 3-page study that will be conducted expressing interest in the rail extension was presented. TAMC also provided aerial photographs on the rail extension in Salinas. The Mayor added that TAMC distributed a mailer regarding a timeline of projects that they will be performing throughout the County.

Council Member Blackwelder reported on the Seaside Sanitation project on Del Monte Boulevard.

Chief Ferrante updated the Council on possible beach closures due to the impending Mother's Day Holiday and extreme inland heat that could possibly bring more people to the beaches. There was discussion regarding

restricting parking and solutions to limit the use of beach areas. The police department issued 62 citations the past weekend and the beach was extremely crowded. In order to avoid problems, issues with traffic, and to maintain social distancing, the roadways will be closed again for the weekend.

In response to Council Member Hawthorne's inquiry regarding use of the beach, Chief Ferrante commented that people may park at a different location and can walk to the beach.

There was further Council discussion regarding beach access for people with disabilities, and what other agencies were doing regarding beach access. There was consensus of the Council to close the roadway access to the beach and that no parking signs will be installed at the intersection.

C. Upcoming Meetings/Events

There was no report on upcoming meetings/events.

AGENDA ITEM 6, CLOSED SESSION

6:35 p.m.

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) **Public Employee Employment pursuant to Government Code Section 54957, Position: City Manager**

7:28 p.m.

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.

City Attorney reported out of closed session that regarding Item 6A(1) The City Council took no action but provided direction to the City's labor negotiation to place the ratified tentative agreement between the Police Officer's Association and the City, on the next City Council open session agenda.

Regarding Item 6A(2) The City Council considered the process whereby it would evaluate the City Manager's performance and gave the City Attorney direction to assist the Budget/Personnel Committee to initiate a

performance evaluation.

AGENDA ITEM 7, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Cruz, seconded by Council Member Hawthorne. There was consensus of the City Council to adjourn the meeting at 7:32 PM to the next regularly scheduled City Council meeting on Tuesday, May 19, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk

AGENDA ITEM

5B

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Administrative Assistant
Subject: Financial Reports
Date: April 28, 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 March 2020.

A. City of Sand City Reports

1. Balance Sheet Report for March 2020.
2. Revenue received in the month of March 2020-Total \$ 990,115.96
(This total includes transfers).
Month End Cash Register Activity Report for March 2020.
3. Expenditures paid for in the month of March 2020-Total \$ 459,746.50
Month End March 2020 Accounts Payable Report
4. Current City Balances as of March 31, 2020.
Total \$ 9,096,677.35
Restricted & unrestricted
[Includes, Mechanics Bank, and Local Agency Investment Fund (LAIF), and City CDs ranging from 6 months to 3 years]

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

1. Balance Sheet Report for March 2020
2. Revenue received in the month of March - Total \$ 132.72
Month End Cash Register Activity Report for March 2020.
3. Expenditures paid for in the month of March 2020 Total \$0
4. Current Successor Agency Balances as of March 31, 2020
Total \$1,797,416.02 restricted and unrestricted (Includes Mechanics Bank, Bond CDs, and Bond Reserves for the 2008 Taxable Bonds).

NOTES TO THE FINANCIAL REPORT

Special City Notes for March 2020

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month March 2020 are listed below.

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
03/02/2020	State of California	\$ 276,025.82	December 2019 Transaction/ Use Tax
03/02/2020	State of California	\$ 335,614.60	December 2019 Sales Tax
03/17/2020	County of Monterey	\$ 8,333.33	January 2020 COPS Grant
03/17/2020	County of Monterey	\$ 7,992.81	4 th QTR 2019 TAMC Measure X
03/29/2020	State of California	\$ 148,670.54	January 2020 Transaction/ Use Tax
03/29/2020	State of California	\$ 174,280.03	January 2020 Sales Tax

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>Source</u>	<u>Amount</u>	<u>Description</u>
-------------	---------------	---------------	--------------------

There were no transfers in March 2020.

Month End Cash Disbursement Report - Special or Major Expenses for the Month of March 2020 are explained below

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
34648	Monterey One Water	\$ 23,015.81	FY19-20 MRSWMP Program Contribution
34662	Vibeke Norgaard	\$ 22,122.30	February 2020 Attorney Services
34671	Harris & Associates	\$ 22,405.00	November 2019 City Engineer Services
34672	Harris & Associates	\$ 19,566.25	December 2019 City Engineer Services
34689	Harris & Associates	\$ 23,065.00	January 2020 City Engineer Services
		\$ 158,327.62	March 2020 Payroll
		\$ 47,308.66	March 2020 Payroll Taxes

Successor Agency Notes for March 2020

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of March 2020 are listed below.

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
-------------	---------------	---------------	--------------------

There were no special or major receipts in March 2020.

Month End Cash Disbursement Report-Special or Major Expenses for the Month of March 2020 is explained below.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
-------------	----------------	---------------	--------------------

There were no special or major expenses in March 2020.

CITY

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets			Acct ID
Cash Clearing Checking Account	550,564.62	99	1001
General Fund CITY- OPEB POTENTIAL FUNDING	142,486.83	10	1004
General Fund City Housing Account	673,518.18	10	1006
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LALF	6,505,267.66	10	1008
General Fund Fair market value adjustments	15,105.36	10	1009
General Fund Investment CD	164,920.93	10	1020
General Fund Pro Equities Money Market	74,919.13	10	1080
General Fund Pro Equities CD's	985,000.00	10	1081
General Fund Cash Balance	444,897.44	10	1099
Gas Tax - 2105 Cash Balance	11,638.73	31	1099
Traffic Safety Cash Balance	684.76	35	1099
RMRA -Road M&R Cash Balance	13,771.61	37	1099
TAMC X TSIPF Cash Balance	79,571.96	38	1099
Cash Clearing Cash Balance	-550,564.62	99	1099
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	4,043,994.88	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	164,445.23	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	2,594,595.69	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 CONTRIBUTS	78,451.00	70	1500
Total of Assets ---->	36,597,488.98		36,597,488.98

Liabilities			Acct ID
General Fund STRONG MOTION	202.53	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	33.00	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 RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	-19,275.50	10	2059
General LTD Act capital lease-police radios	121,427.99	70	2070
General Fund State Mandated CASP Fee	8.00	10	2115
General Fund Health Insurance	22,183.11	10	2150
General Fund Dental/Vision	52.64	10	2160
General Fund POLICE ASSOC. DUES	1,050.00	10	2180
General Fund PERS 457 DEFERRED COMP PLAN	11,808.25	10	2190
General Fund PEPRA RETIREMENT %	3,659.05	10	2191
General Fund AFLAC PRE TAX	1,266.53	10	2195
General Fund AFLAX-AFTER TAX	778.92	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 ACTUARIALS	68,454.00	70	2505
Total of Liabilities ---->	6,372,501.58		

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	11,698,790.65	60	3600
Gen. Fixed Asst CAPITAL LEASE	337,830.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-767,618.54		
Total of FUND Balances ---->	30,224,987.40		36,597,488.98

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Revenues		
General Fund Curr Prop Taxes Non Department	0.00	51343.26
General Fund AB 1484 DISTRIB Non Department	0.00	1202.84
General Fund Admin Fees SA Non Department	0.00	86688.31
General Fund Prior Year Prop Non Department	0.00	623.97
General Fund PROP TAX VLF Non Department	0.00	18354.50
General Fund SB 813 Non Department	0.00	5232.77
General Fund Prop Tax Transf Non Department	41.25	5953.75
General Fund Users Tax Non Department	10448.51	89032.02
General Fund Sales/Use Tax Non Department	517297.84	1639939.51
General Fund Transaction tax Non Department	428466.33	1401472.08
General Fund State CASP Fee Non Department	18.00	1458.00
General Fund Cable Franchise Non Department	0.00	3468.46
General Fund Refuse Franchis Non Department	0.00	26877.27
General Fund Bus. License Non Department	325.00	492375.89
General Fund B. L. Late Fee Non Department	0.00	2684.87
General Fund TECH GRANT 2 Public Safety	0.00	12190.00
General Fund CLEEP GRANT Public Safety	8333.33	114280.97
General Fund Bldg. Permit Community Dev.	1572.75	34658.28
General Fund Coastal Permit Community Dev.	0.00	500.00
General Fund CUP Community Dev.	0.00	3500.00
General Fund TEMPORARY CUP Community Dev.	0.00	100.00
General Fund Site Permits Community Dev.	0.00	100.00
General Fund Bldg Dev. Fees Public Works	0.00	2206.50
General Fund Design Review Community Dev.	0.00	250.00
General Fund Other Fees Community Dev.	186.00	1277.00
General Fund Other Fees Public Works	0.00	28319.00
General Fund Plan CK Fees Community Dev.	1043.92	23240.28
Traffic Safety CA Code Fines Public Works	47.52	550.29
General Fund City Fines Public Safety	476.26	2702.84
General Fund PARKING PERMITS Community Dev.	0.00	400.00
General Fund SANDCITYPARKING Public Safety	652.50	7810.00
TAMC X TSIFP Measure X-TAMC Public Works	7992.81	24014.59
Gas Tax - 2105 Gas Tax Funds Public Works	979.60	10106.26
RMRA -Road M&R RMRA-ROAD MAINT Public Works	1165.56	4908.53
Gas Tax - 2105 SB1/PROP42TRAFF Public Works	0.00	446.32
General Fund Motor Vehicle Public Safety	314.18	314.18
General Fund Prop 172 Public Safety	42.99	230.40
General Fund Post Reimburse Public Safety	0.00	1087.66
General Fund HOPTR Tax Non Department	0.00	61.54
General Fund Sanitation Non Department	0.00	8854.55
General Fund Int. General Non Department	17.65	573.58
General Fund OPEB INTEREST Non Department	5.74	53.02
General Fund Housing Interes Non Department	47.23	1486.96
General Fund Int. LAIF Non Department	0.00	82890.93
General Fund TVI CD INTEREST Non Department	4982.28	17128.35
General Fund WEST END REVEUE Non Department	6000.00	53234.16
General Fund DOG LICENSING Public Safety	0.00	5.00
General Fund UNCLAIMED PROP Public Safety	0.00	20.00
General Fund Dev. Oroscro Non Department	12800.00	137054.43
General Fund Pub. Copies Fee Non Department	0.00	74.20
General Fund Special Police Public Safety	10.00	250.00
General Fund GRANT-VESTS POL Public Safety	0.00	530.41
General Fund MBASIA/Fitness Non Department	0.00	7500.00
General Fund Other Non Department	0.00	4198.50
General Fund REIMBURSEMENTS Non Department	30.00	2160.05
General Fund RECYCLING GRANT Non Department	0.00	5000.00
General Fund RENTAL INCOME Non Department	2851.56	14257.80
General Fund CSA74-GRANT EMS Public Safety	0.00	2500.00
Gross Revenues	1006148.81	4437734.08

Expenditures

General Fund MUNI CODE Non Department	1658.50	3257.25
General Fund MEMBERSHIPS PA Non Department	0.00	25186.24
General Fund MEMBERSHIPS VOL Non Department	0.00	12051.00
General Fund ART COM EVENTS Community Out	5750.00	79480.94
General Fund ARTS COUNCIL Non Department	0.00	558.31
General Fund Capital Outlay Non Department	0.00	8372.05
General Fund Capital Outlay Public Safety	0.00	8372.05
General Fund Capital Outlay CAPITAL PROGRAM	7877.50	16006.54
General Fund Contract Svcs. Administration	157.50	20072.86
General Fund Contract Svcs. Finance	0.00	2500.00
General Fund Contract Svcs. Community Dev.	0.00	6093.37
General Fund Contract Svcs. Public Works	41411.25	73833.75
General Fund Contract Svcs. Parks	3500.00	3500.00
General Fund SALE/TRANS TAX Finance	11163.21	21473.75
General Fund Dues/Subscrptn Non Department	0.00	180.00
General Fund Dues/Subscrptn City Council	0.00	150.00
General Fund Dues/Subscrptn Administration	0.00	2076.00
General Fund Dues/Subscrptn Finance	0.00	95.00
General Fund Dues/Subscrptn Community Dev.	507.00	507.00
General Fund Dues/Subscrptn Public Safety	0.00	1503.00
General Fund Dues/Subscrptn Public Works	0.00	570.00
General Fund PERMITS/LICENSE Public Works	0.00	2847.00
General Fund Pest control Public Works	0.00	520.00
General Fund Mileage City Council	200.00	1800.00
General Fund Mileage Administration	450.00	2850.00

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Expenditures (Continue)		
General Fund Mileage Public Safety	0.00	137.89
General Fund Service Cont. Administration	0.00	3300.00
General Fund Salaries Administration	33953.83	250235.81
General Fund Salaries Finance	16061.17	144550.53
General Fund Salaries Community Dev.	8872.05	79848.45
General Fund Salaries Public Safety	111400.54	996668.97
General Fund Salaries Public Works	18455.57	166100.13
General Fund PAID TIME OFF Administration	0.00	10985.73
General Fund PAID TIME OFF Finance	0.00	10985.75
General Fund PAID TIME OFF Community Dev.	0.00	3813.86
General Fund PAID TIME OFF Public Safety	0.00	176099.64
General Fund HOLIDAY Public Safety	0.00	2213.80
General Fund Overtime Community Dev.	0.00	1554.77
General Fund Overtime Public Safety	218.97	4699.44
General Fund Overtime Public Works	0.00	1191.72
General Fund L.T.D. Administration	194.34	1749.06
General Fund L.T.D. Finance	191.29	1721.61
General Fund L.T.D. Community Dev.	81.40	732.60
General Fund L.T.D. Public Safety	272.71	2377.05
General Fund L.T.D. Public Works	148.39	1335.51
General Fund Dental City Council	354.53	3190.77
General Fund Dental Administration	322.77	1731.31
General Fund Dental Finance	66.48	598.32
General Fund Dental Community Dev.	44.32	398.88
General Fund Dental Public Safety	1502.21	13370.81
General Fund Dental Public Works	302.86	3954.22
General Fund VISION COVERAGE City Council	66.56	599.04
General Fund VISION COVERAGE Administration	55.43	314.70
General Fund VISION COVERAGE Finance	12.48	112.32
General Fund VISION COVERAGE Community Dev.	8.32	74.88
General Fund VISION COVERAGE Public Safety	234.63	2095.21
General Fund VISION COVERAGE Public Works	51.99	611.11
General Fund Life Ins. Administration	57.20	420.30
General Fund Life Ins. Finance	30.18	271.62
General Fund Life Ins. Community Dev.	29.37	264.33
General Fund Life Ins. Public Safety	177.57	1571.13
General Fund Life Ins. Public Works	40.50	364.50
General Fund Health Benefits Non Department	65.44	525.35
General Fund Health Benefits City Council	5275.50	47479.50
General Fund Health Benefits Administration	4747.95	34818.30
General Fund Health Benefits Finance	1582.65	14243.85
General Fund Health Benefits Community Dev.	1055.10	9495.90
General Fund Health Benefits Public Safety	16881.60	150351.75
General Fund Health Benefits Public Works	4220.40	41148.90
General Fund HEALTH-RETIREEES Administration	1154.34	10569.96
General Fund HEALTH-RETIREEES Attorney	351.39	3216.63
General Fund HEALTH-RETIREEES Community Dev.	781.98	7107.24
General Fund HEALTH-RETIREEES Public Safety	3941.19	30990.33
General Fund Pers Retire EE City Council	51.84	414.72
General Fund Pers Retire EE Administration	1319.07	10552.56
General Fund Pers Retire EE Finance	1387.69	11101.52
General Fund Pers Retire EE Community Dev.	766.55	6132.40
General Fund Pers Retire EE Public Safety	9898.86	79140.59
General Fund Pers Retire EE Public Works	1523.24	12191.14
General Fund PERS City Council	93.29	746.36
General Fund PERS Administration	3679.27	25568.03
General Fund PERS Finance	2497.49	19979.92
General Fund PERS Community Dev.	1379.59	11036.72
General Fund PERS Public Safety	23217.32	182411.33
General Fund PERS Public Works	2563.96	20520.66
General Fund PERS REPLACEMENT Public Safety	0.00	6685.08
General Fund DEFERRED COMP City Council	0.00	3200.00
General Fund DEFERRED COMP Administration	0.00	1200.00
General Fund DEFERRED COMP Finance	0.00	1200.00
General Fund DEFERRED COMP Community Dev.	0.00	800.00
General Fund DEFERRED COMP Public Safety	0.00	9328.45
General Fund DEFERRED COMP Public Works	0.00	1600.00
General Fund FICA/Medicare City Council	354.50	3190.51
General Fund FICA/Medicare Administration	519.09	3990.29
General Fund FICA/Medicare Finance	235.64	2281.32
General Fund FICA/Medicare Community Dev.	130.81	1254.73
General Fund FICA/Medicare Public Safety	1878.82	19480.33
General Fund FICA/Medicare Public Works	320.69	2904.99
General Fund CA SUI/ETT City Council	69.11	223.99
General Fund CA SUI/ETT Administration	0.00	595.00
General Fund CA SUI/ETT Finance	0.00	119.00
General Fund CA SUI/ETT Community Dev.	0.00	119.00
General Fund CA SUI/ETT Public Safety	25.22	1621.14
General Fund CA SUI/ETT Public Works	0.00	357.00
General Fund Train/Meetings City Council	211.00	7686.26
General Fund Train/Meetings Administration	0.00	9624.46
General Fund Train/Meetings Finance	5.03	2051.92
General Fund Train/Meetings Attorney	25.00	1631.29
General Fund Train/Meetings Community Dev.	0.00	43.32
General Fund Train/Meetings Public Safety	30.00	6096.81
General Fund Train/Meetings Public Works	0.00	511.03
General Fund Council Meeting City Council	1500.00	13500.00
General Fund BEACH Clean up Parks	0.00	303.23
General Fund WEBSITE City Council	0.00	2700.00

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Expenditures (Continue)		
General Fund GASB68LIABILITY City Council	0.00	2367.27
General Fund GASB68LIABILITY Administration	0.00	69738.83
General Fund GASB68LIABILITY Finance	0.00	71018.10
General Fund GASB68LIABILITY Attorney	0.00	2367.27
General Fund GASB68LIABILITY Community Dev.	0.00	40243.59
General Fund GASB68LIABILITY Public Safety	0.00	123476.50
General Fund GASB68LIABILITY Public Works	0.00	52443.44
General Fund EAP PROGRAM Non Department	0.00	941.64
General Fund ADP/SHRED IT Administration	329.58	3856.56
General Fund CONSULTING Administration	0.00	6500.00
General Fund Bldg.Plan Chk Community Dev.	0.00	13562.18
General Fund Planning/Other Community Dev.	0.00	402.50
General Fund Audit Finance	0.00	49500.00
General Fund Mngt. Services Finance	0.00	7548.25
General Fund Service Agreemt Community Dev.	0.00	4800.00
General Fund Service Agreemt Public Works	0.00	6800.00
General Fund Technical Spprt Non Department	0.00	3675.00
General Fund Technical Spprt Administration	0.00	3696.00
General Fund Technical Spprt Finance	223.74	3441.66
General Fund Technical Spprt Community Dev.	0.00	168.00
General Fund Technical Spprt Public Safety	3612.00	37701.00
General Fund Technical Spprt Public Works	0.00	546.00
General Fund HDL/BL/PROP/SAL Finance	300.00	13850.94
General Fund CITY ATTORNEY Attorney	20375.00	153985.20
General Fund ATTORNEY COSTS Attorney	47.30	303.89
General Fund Legal Cont. Attorney	0.00	2160.00
General Fund PERSONNEL ISSUE Attorney	7558.00	35842.50
General Fund Animal Reg/Vet Public Safety	160.00	2560.00
General Fund Auto Fuel Public Safety	2502.87	21784.04
General Fund Auto Maint. Public Safety	2971.50	24537.01
General Fund Auto Maint. Public Works	0.00	1337.59
General Fund AUTO DETAILING Public Safety	18.00	2405.00
General Fund Comm & ACJIS Public Safety	0.00	17282.20
General Fund RECYCLING GRANT Non Department	0.00	5000.00
General Fund Equipment Public Safety	222.41	222.41
General Fund RANGE FEES/SUP Public Safety	5542.42	5803.08
General Fund SRU Annual Fee Public Safety	0.00	5000.00
General Fund Fire Contract Fire Dept.	0.00	298990.00
General Fund Reserves Public Safety	7607.18	49162.04
General Fund EQUIP/COMPUTER Public Safety	0.00	9672.64
General Fund Police Supplies Public Safety	285.84	4473.19
General Fund SPECIAL SKILLS Public Safety	100.00	900.00
General Fund Uniform Allow. Public Safety	1080.00	8160.51
General Fund Uniform Allow. Public Works	103.24	1124.30
General Fund Police Educatin Public Safety	4326.80	38497.86
General Fund ARRESTS/INVEST Public Safety	0.00	3148.87
General Fund COMPUTER/MAINT Public Safety	0.00	11878.26
General Fund STORM WATER MAT Public Works	0.00	4400.00
General Fund HOPE SERVICES Public Works	5366.17	42575.20
General Fund St. Lighting Public Works	55.06	5960.06
General Fund St. Maintenance Public Works	83.58	1619.86
General Fund ADOPT A HWY Public Works	295.00	2655.00
General Fund Flags/Banners Public Works	0.00	907.80
General Fund Bike Trail Elec Community Out	235.24	2308.50
General Fund PARKS SUPPLIES Parks	0.00	2158.61
General Fund SECURITY Public Safety	0.00	361.53
General Fund SECURITY Public Works	236.27	491.12
General Fund SECURITY Government Bldg	0.00	1476.91
General Fund SUPPLIES Public Works	341.91	4288.36
General Fund EQUIPMENT RENTA Public Works	0.00	807.60
General Fund URBAN RUNOFF Public Works	23015.81	23015.81
General Fund STREET SIGNS Public Works	0.00	685.89
General Fund City Events Community Out	105.11	15926.96
General Fund LIABILITY-AON Public Safety	0.00	6895.89
General Fund Donations Non Department	168.76	4860.39
General Fund Fire/Theft Government Bldg	0.00	18286.00
General Fund ADVERTISING Community Dev.	0.00	4042.78
General Fund ADVERTISING Community Out	1076.00	9684.00
General Fund Liability Ins. City Council	0.00	9258.43
General Fund Liability Ins. Administration	0.00	9834.83
General Fund Liability Ins. Finance	0.00	4719.28
General Fund Liability Ins. Community Dev.	0.00	3818.65
General Fund Liability Ins. Public Safety	0.00	65313.31
General Fund Liability Ins. Public Works	0.00	7925.50
General Fund Rental Payments Public Safety	264.75	2382.75
General Fund Misc. Expense Non Department	50.32	5353.13
General Fund Misc. Expense Public Safety	0.00	5500.00
General Fund NGEN MAINTENANC Public Safety	0.00	6950.79
General Fund Equip. Maint. Non Department	543.13	4786.51
General Fund Equip. Maint. Public Works	0.00	95.28
General Fund Equip. Maint. Parks	0.00	41.11
General Fund STORAGE Public Works	0.00	1157.69
General Fund Office Supplies Non Department	1829.40	17873.31
General Fund Office Supplies Government Bldg	271.70	1295.78
General Fund Office Phones Non Department	93.51	653.71
General Fund Office Phones City Council	329.24	2613.75
General Fund Office Phones Administration	283.86	2312.76
General Fund Office Phones Community Dev.	45.63	314.60
General Fund Office Phones Public Safety	1146.43	7883.94

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE

Expenditures (Continue)		

General Fund Office Phones Public Works	280.60	2270.71
General Fund Official Bonds Non Department	0.00	1050.00
General Fund Utilities Non Department	533.88	12611.51
General Fund REFUSE/TRASH Public Works	546.54	4834.40
General Fund IRRIGATION/LAND Public Works	0.00	1439.68
General Fund Work. Comp. Ins City Council	0.00	1151.16
General Fund Work. Comp. Ins Administration	0.00	26860.33
General Fund Work. Comp. Ins Finance	0.00	9209.26
General Fund Work. Comp. Ins Community Dev.	0.00	9209.26
General Fund Work. Comp. Ins Public Safety	0.00	223708.17
General Fund Work. Comp. Ins Public Works	0.00	113580.82
General Fund Equip. Purchase Non Department	0.00	2015.01
General Fund Equip. Purchase City Council	2169.13	2556.27
General Fund Equip. Purchase Administration	0.00	3682.32
General Fund Equip. Purchase Finance	0.00	65.00
General Fund Equip. Purchase Community Dev.	0.00	65.00
General Fund Equip. Purchase Public Works	0.00	2681.51
General Fund Equip. Purchase Parks	126.64	126.64
General Fund Bank Charges Non Department	0.00	145.00
General Fund Exercise Prgm City Council	90.00	810.00
General Fund Exercise Prgm Administration	165.00	1065.00
General Fund Exercise Prgm Finance	15.00	135.00
General Fund Exercise Prgm Public Safety	300.00	2640.00
General Fund Exercise Prgm Public Works	120.00	1080.00
General Fund Internet/Web Non Department	21.17	1513.98
General Fund Internet/Web Public Safety	915.17	2839.37
General Fund Internet/Web Public Works	234.26	1006.15
General Fund Maint/Repairs Government Bldg	1087.32	8321.28
General Fund Maint/Repairs Community Out	249.34	3567.34
General Fund CSA74-GRANT EMS Non Department	32.78	777.89
General Fund DEVELOPER AGREE Non Department	22610.00	130081.67
General Fund EQUIP LEASE-PRN Public Safety	0.00	26605.42
General Fund EQUIP LEASE-INT Public Safety	0.00	7914.93
General Fund Principal-Sweep Public Works	0.00	40503.08
General Fund Interest-Sweepe Public Works	0.00	3366.07

Total Expenditures	482472.83	5205352.62

Net Surplus (MDT) *Net Deficit (YTD)	523675.98	-767618.54
=====		

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 10 - General Fund

PAGE: 006
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1004	CITY- OPEB POTENTIAL FUNDING	142,486.83	
1006	City Housing Account	673,518.18	
1007	Tioga Beach Clean Up Fund	120,000.00	
1008	LAF	6,505,267.66	
1009	Fair market value adjustments	15,105.36	
1020	Investment CD	164,920.93	
1080	Pro Equities Money Market	74,919.13	
1081	Pro Equities CD's	985,000.00	
1099	Cash Balance	444,897.44	
1130	Due From RA/Operating Expenses	3,626,057.91	
1140	Due From AAgency/Costco/Seaside	4,649,999.99	
1145	Due RA/COP reimbursement	1,454,766.42	
	Total of Assets ---->	18,856,939.85	18,856,939.85

Liabilities

2010	STRONG MOTION	202.53	
2012	SB1473-COUNTY PERMIT ASSESSMEN	33.00	
2013	GHANDOUR TAMC IMPACT FEE	542,222.00	
2014	SCSD- SEWER CAPACITY STUDY	1,200.00	
2056	DEFERRED REVENUE RDA COP REIMB	774,766.42	
2059	Orosco-South of Tioga	-19,275.50	
2115	State Mandated CASP Fee	8.00	
2150	Health Insurance	22,183.11	
2160	Dental/Vision	52.64	
2180	POLICE ASSOC. DUES	1,050.00	
2190	PERS 457 DEFERRED COMP PLAN	11,808.25	
2191	PEPRA RETIREMENT %	3,659.05	
2195	AFLAC PRE TAX	1,266.53	
2196	AFLAX-AFTER TAX	778.92	
2197	PERS SURVIVOR BENEFIT	46.00	
	Total of Liabilities ---->	1,340,000.95	

FUND Balances

3400	Unappropriated Fund Balance	18,324,583.43	
	CURRENT EARNINGS	-807,644.53	
	Total of FUND Balances ---->	17,516,938.90	18,856,939.85

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT	YEAR
	MONTH	TO
		DATE
Revenues		
General Fund Curr Prop Taxes Non Department	0.00	51343.26
General Fund AB 1484 DISTRIB Non Department	0.00	1202.84
General Fund Admin Fees SA Non Department	0.00	86688.31
General Fund Prior Year Prop Non Department	0.00	623.97
General Fund PROP TAX VLF Non Department	0.00	18354.50
General Fund SB 813 Non Department	0.00	5232.77
General Fund Prop Tax Transf Non Department	41.25	5953.75
General Fund Users Tax Non Department	10448.51	89032.02
General Fund Sales/Use Tax Non Department	517297.84	1639939.51
General Fund Transaction tax Non Department	428466.33	1401472.08
General Fund State CASP Fee Non Department	18.00	1458.00
General Fund Cable Franchise Non Department	0.00	3468.46
General Fund Refuse Franchis Non Department	0.00	26877.27
General Fund Bus. License Non Department	325.00	492375.89
General Fund B. L. Late Fee Non Department	0.00	2684.87
General Fund TECH GRANT 2 Public Safety	0.00	12190.00
General Fund CLEEP GRANT Public Safety	8333.33	114280.97
General Fund Bldg. Permit Community Dev.	1572.75	34658.28
General Fund Coastal Permit Community Dev.	0.00	500.00
General Fund CUP Community Dev.	0.00	3500.00
General Fund TEMPORARY CUP Community Dev.	0.00	100.00
General Fund Site Permits Community Dev.	0.00	100.00
General Fund Bldg Dev. Fees Public Works	0.00	2206.50
General Fund Design Review Community Dev.	0.00	250.00
General Fund Other Fees Community Dev.	186.00	1277.00
General Fund Other Fees Public Works	0.00	28319.00
General Fund Plan CK Fees Community Dev.	1043.92	23240.28
General Fund City Fines Public Safety	476.26	2702.84
General Fund PARKING PERMITS Community Dev.	0.00	400.00
General Fund SANDCITYPARKING Public Safety	652.50	7810.00
General Fund Motor Vehicle Public Safety	314.18	314.18
General Fund Prop 172 Public Safety	42.99	230.40
General Fund Post Reimburse Public Safety	0.00	1087.66
General Fund HOPTR Tax Non Department	0.00	61.54
General Fund Sanitation Non Department	0.00	8854.55
General Fund Int. General Non Department	17.65	573.58
General Fund OPEB INTEREST Non Department	5.74	53.02
General Fund Housing Interes Non Department	47.23	1486.96
General Fund Int. LAIF Non Department	0.00	82890.93
General Fund TVI CD INTEREST Non Department	4982.28	17128.35
General Fund WEST END REVEUE Non Department	6000.00	53234.16
General Fund DOG LICENSING Public Safety	0.00	5.00
General Fund UNCLAIMED PROP Public Safety	0.00	20.00
General Fund Dev. Orosco Non Department	12800.00	137054.43
General Fund Pub. Copies Fee Non Department	0.00	74.20
General Fund Special Police Public Safety	10.00	250.00
General Fund GRANT-VESTS POL Public Safety	0.00	530.41
General Fund MBASIA/Fitness Non Department	0.00	7500.00
General Fund Other Non Department	0.00	4198.50
General Fund REIMBURSEMENTS Non Department	30.00	2160.05
General Fund RECYCLING GRANT Non Department	0.00	5000.00
General Fund RENTAL INCOME Non Department	2851.56	14257.80
General Fund CSA74-GRANT EMS Public Safety	0.00	2500.00
Gross Revenues	995963.32	4397708.09

Expenditures		
General Fund MUNI CODE Non Department	1658.50	3257.25
General Fund MEMBERSHIPS PA Non Department	0.00	25186.24
General Fund MEMBERSHIPS VOL Non Department	0.00	12051.00
General Fund ART COM EVENTS Community Out	5750.00	79480.94
General Fund ARTS COUNCIL Non Department	0.00	558.31
General Fund Capital Outlay Non Department	0.00	8372.05
General Fund Capital Outlay Public Safety	0.00	8372.05
General Fund Capital Outlay CAPITAL PROGRAM	7877.50	16006.54
General Fund Contract Svcs. Administration	157.50	20072.86
General Fund Contract Svcs. Finance	0.00	2500.00
General Fund Contract Svcs. Community Dev.	0.00	6093.37
General Fund Contract Svcs. Public Works	41411.25	73833.75
General Fund Contract Svcs. Parks	3500.00	3500.00
General Fund SALE/TRANS TAX Finance	11163.21	21473.75
General Fund Dues/Subscrptn Non Department	0.00	180.00
General Fund Dues/Subscrptn City Council	0.00	150.00
General Fund Dues/Subscrptn Administration	0.00	2076.00
General Fund Dues/Subscrptn Finance	0.00	95.00
General Fund Dues/Subscrptn Community Dev.	507.00	507.00
General Fund Dues/Subscrptn Public Safety	0.00	1503.00
General Fund Dues/Subscrptn Public Works	0.00	570.00
General Fund PERMITS/LICENSE Public Works	0.00	2847.00
General Fund Pest control Public Works	0.00	520.00
General Fund Mileage City Council	200.00	1800.00
General Fund Mileage Administration	450.00	2850.00
General Fund Mileage Finance	150.00	1350.00
General Fund Mileage Public Safety	0.00	137.89
General Fund Service Cont. Administration	0.00	3300.00
General Fund Salaries Administration	33953.83	250235.81
General Fund Salaries Finance	16061.17	144550.53

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT	YEAR
	MONTH	TO
		DATE
Expenditures (Continue)		
General Fund Salaries Public Safety	111400.54	996668.97
General Fund Salaries Public Works	18455.57	166100.13
General Fund PAID TIME OFF Administration	0.00	10985.73
General Fund PAID TIME OFF Finance	0.00	10985.75
General Fund PAID TIME OFF Community Dev.	0.00	3813.86
General Fund PAID TIME OFF Public Safety	0.00	176099.64
General Fund HOLIDAY Public Safety	0.00	2213.80
General Fund Overtime Community Dev.	0.00	1554.77
General Fund Overtime Public Safety	218.97	4699.44
General Fund Overtime Public Works	0.00	1191.72
General Fund L.T.D. Administration	194.34	1749.06
General Fund L.T.D. Finance	191.29	1721.61
General Fund L.T.D. Community Dev.	81.40	732.60
General Fund L.T.D. Public Safety	272.71	2377.05
General Fund L.T.D. Public Works	148.39	1335.51
General Fund Dental City Council	354.53	3190.77
General Fund Dental Administration	322.77	1731.31
General Fund Dental Finance	66.48	598.32
General Fund Dental Community Dev.	44.32	398.88
General Fund Dental Public Safety	1502.21	13370.81
General Fund Dental Public Works	302.86	3954.22
General Fund VISION COVERAGE City Council	66.56	599.04
General Fund VISION COVERAGE Administration	55.43	314.70
General Fund VISION COVERAGE Finance	12.48	112.32
General Fund VISION COVERAGE Community Dev.	8.32	74.88
General Fund VISION COVERAGE Public Safety	234.63	2095.21
General Fund VISION COVERAGE Public Works	51.99	611.11
General Fund Life Ins. Administration	57.20	420.30
General Fund Life Ins. Finance	30.18	271.62
General Fund Life Ins. Community Dev.	29.37	264.33
General Fund Life Ins. Public Safety	177.57	1571.13
General Fund Life Ins. Public Works	40.50	364.50
General Fund Health Benefits Non Department	65.44	525.35
General Fund Health Benefits City Council	5275.50	47479.50
General Fund Health Benefits Administration	4747.95	34818.30
General Fund Health Benefits Finance	1582.65	14243.85
General Fund Health Benefits Community Dev.	1055.10	9495.90
General Fund Health Benefits Public Safety	16881.60	150351.75
General Fund Health Benefits Public Works	4220.40	41148.90
General Fund HEALTH-RETIRES Administration	1154.34	10569.96
General Fund HEALTH-RETIRES Attorney	351.39	3216.63
General Fund HEALTH-RETIRES Community Dev.	781.98	7107.24
General Fund HEALTH-RETIRES Public Safety	3941.19	30990.33
General Fund Pers Retire EE City Council	51.84	414.72
General Fund Pers Retire EE Administration	1319.07	10552.56
General Fund Pers Retire EE Finance	1387.69	11101.52
General Fund Pers Retire EE Community Dev.	766.55	6132.40
General Fund Pers Retire EE Public Safety	9898.86	79140.59
General Fund Pers Retire EE Public Works	1523.24	12191.14
General Fund PERS City Council	93.29	746.36
General Fund PERS Administration	3679.27	25568.03
General Fund PERS Finance	2497.49	19979.92
General Fund PERS Community Dev.	1379.59	11036.72
General Fund PERS Public Safety	23217.32	182411.33
General Fund PERS Public Works	2563.96	20520.66
General Fund PERS REPLACEMENT Public Safety	0.00	6685.08
General Fund DEFERRED COMP City Council	0.00	3200.00
General Fund DEFERRED COMP Administration	0.00	1200.00
General Fund DEFERRED COMP Finance	0.00	1200.00
General Fund DEFERRED COMP Community Dev.	0.00	800.00
General Fund DEFERRED COMP Public Safety	0.00	9328.45
General Fund DEFERRED COMP Public Works	0.00	1600.00
General Fund FICA/Medicare City Council	354.50	3190.51
General Fund FICA/Medicare Administration	519.09	3990.29
General Fund FICA/Medicare Finance	235.64	2281.32
General Fund FICA/Medicare Community Dev.	130.81	1254.73
General Fund FICA/Medicare Public Safety	1878.82	19480.33
General Fund FICA/Medicare Public Works	320.69	2904.99
General Fund CA SUI/ETT City Council	69.11	223.99
General Fund CA SUI/ETT Administration	0.00	595.00
General Fund CA SUI/ETT Finance	0.00	119.00
General Fund CA SUI/ETT Community Dev.	0.00	119.00
General Fund CA SUI/ETT Public Safety	25.22	1621.14
General Fund CA SUI/ETT Public Works	0.00	357.00
General Fund Train/Meetings City Council	211.00	7686.26
General Fund Train/Meetings Administration	0.00	9624.46
General Fund Train/Meetings Finance	5.03	2051.92
General Fund Train/Meetings Attorney	25.00	1631.29
General Fund Train/Meetings Community Dev.	0.00	43.32
General Fund Train/Meetings Public Safety	30.00	6096.81
General Fund Train/Meetings Public Works	0.00	511.03
General Fund Council Meeting City Council	1500.00	13500.00
General Fund BEACH Clean up Parks	0.00	303.23
General Fund WEBSITE City Council	0.00	2700.00
General Fund GASB68LIABILITY City Council	0.00	2367.27
General Fund GASB68LIABILITY Administration	0.00	69738.83
General Fund GASB68LIABILITY Finance	0.00	71018.10
General Fund GASB68LIABILITY Attorney	0.00	2367.27
General Fund GASB68LIABILITY Community Dev.	0.00	40243.59

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT	YEAR
	MONTH	TO
		DATE

Expenditures (Continue)		
General Fund GASB68LIABILITY Public Safety	0.00	123476.50
General Fund GASB68LIABILITY Public Works	0.00	52443.44
General Fund EAP PROGRAM Non Department	0.00	941.64
General Fund ADP/SHRED IT Administration	329.58	3856.56
General Fund CONSULTING Administration	0.00	6500.00
General Fund Bldg.Plan Chk Community Dev.	0.00	13562.18
General Fund Planning/Other Community Dev.	0.00	402.50
General Fund Audit Finance	0.00	49500.00
General Fund Mngt. Services Finance	0.00	7548.25
General Fund Service Agreeent Community Dev.	0.00	4800.00
General Fund Service Agreeent Public Works	0.00	6800.00
General Fund Technical Spprt Non Department	0.00	3675.00
General Fund Technical Spprt Administration	0.00	3696.00
General Fund Technical Spprt Finance	223.74	3441.66
General Fund Technical Spprt Community Dev.	0.00	168.00
General Fund Technical Spprt Public Safety	3612.00	37701.00
General Fund Technical Spprt Public Works	0.00	546.00
General Fund HDL/BL/PROP/SAL Finance	300.00	13850.94
General Fund CITY ATTORNEY Attorney	20375.00	153985.20
General Fund ATTORNEY COSTS Attorney	47.30	303.89
General Fund Legal Cont. Attorney	0.00	2160.00
General Fund PERSONNEL ISSUE Attorney	7558.00	35842.50
General Fund Animal Reg/Vet Public Safety	160.00	2560.00
General Fund Auto Fuel Public Safety	2502.87	21784.04
General Fund Auto Maint. Public Safety	2971.50	24537.01
General Fund Auto Maint. Public Works	0.00	1337.59
General Fund AUTO DETAILING Public Safety	18.00	2405.00
General Fund Comm & ACJIS Public Safety	0.00	17282.20
General Fund RECYCLING GRANT Non Department	0.00	5000.00
General Fund Equipment Public Safety	222.41	222.41
General Fund RANGE FEES/SUP Public Safety	5542.42	5803.08
General Fund SRU Annual Fee Public Safety	0.00	5000.00
General Fund Fire Contract Fire Dept.	0.00	298990.00
General Fund Reserves Public Safety	7607.18	49162.04
General Fund EQUIP/COMPUTER Public Safety	0.00	9672.64
General Fund Police Supplies Public Safety	285.84	4473.19
General Fund SPECIAL SKILLS Public Safety	100.00	900.00
General Fund Uniform Allow. Public Safety	1080.00	8160.51
General Fund Uniform Allow. Public Works	103.24	1124.30
General Fund Police Educatin Public Safety	4326.80	38497.86
General Fund ARRESTS/INVEST Public Safety	0.00	3148.87
General Fund COMPUTER/MAINT Public Safety	0.00	11878.26
General Fund STORM WATER MAT Public Works	0.00	4400.00
General Fund HOPE SERVICES Public Works	5366.17	42575.20
General Fund St. Lighting Public Works	55.06	5960.06
General Fund St. Maintenance Public Works	83.58	1619.86
General Fund ADOPT A HWY Public Works	295.00	2655.00
General Fund Flags/Banners Public Works	0.00	907.80
General Fund Bike Trail Elec Community Out	235.24	2308.50
General Fund PARKS SUPPLIES Parks	0.00	2158.61
General Fund SECURITY Public Safety	0.00	361.53
General Fund SECURITY Public Works	236.27	491.12
General Fund SECURITY Government Bldg	0.00	1476.91
General Fund SUPPLIES Public Works	341.91	4288.36
General Fund EQUIPMENT RENTA Public Works	0.00	807.60
General Fund URBAN RUNOFF Public Works	23015.81	23015.81
General Fund STREET SIGNS Public Works	0.00	685.89
General Fund City Events Community Out	105.11	15926.96
General Fund LIABILITY-AON Public Safety	0.00	6895.89
General Fund Donations Non Department	168.76	4860.39
General Fund Fire/Theft Government Bldg	0.00	18286.00
General Fund ADVERTISING Community Dev.	0.00	4042.78
General Fund ADVERTISING Community Out	1076.00	9684.00
General Fund Liability Ins. City Council	0.00	9258.43
General Fund Liability Ins. Administration	0.00	9834.83
General Fund Liability Ins. Finance	0.00	4719.28
General Fund Liability Ins. Community Dev.	0.00	3818.65
General Fund Liability Ins. Public Safety	0.00	65313.31
General Fund Liability Ins. Public Works	0.00	7925.50
General Fund Rental Payments Public Safety	264.75	2382.75
General Fund Misc. Expense Non Department	50.32	5353.13
General Fund Misc. Expense Public Safety	0.00	5500.00
General Fund NGEN MAINTENANC Public Safety	0.00	6950.79
General Fund Equip. Maint. Non Department	543.13	4786.51
General Fund Equip. Maint. Public Works	0.00	95.28
General Fund Equip. Maint. Parks	0.00	41.11
General Fund STORAGE Public Works	0.00	1157.69
General Fund Office Supplies Non Department	1829.40	17873.31
General Fund Office Supplies Government Bldg	271.70	1295.78
General Fund Office Phones Non Department	93.51	653.71
General Fund Office Phones City Council	329.24	2613.75
General Fund Office Phones Administration	283.86	2312.76
General Fund Office Phones Community Dev.	45.63	314.60
General Fund Office Phones Public Safety	1146.43	7883.94
General Fund Office Phones Public Works	280.60	2270.71
General Fund Official Bonds Non Department	0.00	1050.00
General Fund Utilities Non Department	533.88	12611.51
General Fund REFUSE/TRASH Public Works	546.54	4834.40
General Fund IRRIGATION/LAND Public Works	0.00	1439.68

REPORT.: 04/16/20
 RUN....: 04/16/20
 Run By.: DEVON

City of Sand City
 Statement of Revenues & Expenditures
 FUND 10 - General Fund

PAGE: 010
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Expenditures (Continue)		
General Fund Work. Comp. Ins City Council	0.00	1151.16
General Fund Work. Comp. Ins Administration	0.00	26860.33
General Fund Work. Comp. Ins Finance	0.00	9209.26
General Fund Work. Comp. Ins Community Dev.	0.00	9209.26
General Fund Work. Comp. Ins Public Safety	0.00	223708.17
General Fund Work. Comp. Ins Public Works	0.00	113580.82
General Fund Equip. Purchase Non Department	0.00	2015.01
General Fund Equip. Purchase City Council	2169.13	2556.27
General Fund Equip. Purchase Administration	0.00	3682.32
General Fund Equip. Purchase Finance	0.00	65.00
General Fund Equip. Purchase Community Dev.	0.00	65.00
General Fund Equip. Purchase Public Works	0.00	2681.51
General Fund Equip. Purchase Parks	126.64	126.64
General Fund Bank Charges Non Department	0.00	145.00
General Fund Exercise Prgm City Council	90.00	810.00
General Fund Exercise Prgm Administration	165.00	1065.00
General Fund Exercise Prgm Finance	15.00	135.00
General Fund Exercise Prgm Public Safety	300.00	2640.00
General Fund Exercise Prgm Public Works	120.00	1080.00
General Fund Internet/Web Non Department	21.17	1513.98
General Fund Internet/Web Public Safety	915.17	2839.37
General Fund Internet/Web Public Works	234.26	1006.15
General Fund Maint/Repairs Government Bldg	1087.32	8321.28
General Fund Maint/Repairs Community Out	249.34	3567.34
General Fund CSA74-GRANT EMS Non Department	32.78	777.89
General Fund DEVELOPER AGREE Non Department	22610.00	130081.67
General Fund EQUIP LEASE-PRN Public Safety	0.00	26605.42
General Fund EQUIP LEASE-INT Public Safety	0.00	7914.93
General Fund Principal-Sweep Public Works	0.00	40503.08
General Fund Interest-Sweepe Public Works	0.00	3366.07
Total Expenditures	482472.83	5205352.62
Net Surplus (MDT) *Net Deficit (YTD)	513490.49	-807644.53

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 31 - Gas Tax - 2105

PAGE: 011
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1099	Cash Balance	11,638.73	
	Total of Assets ---->	11,638.73	11,638.73

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	1,086.15	
	CURRENT EARNINGS	10,552.58	
	Total of FUND Balances ---->	11,638.73	11,638.73

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Statement of Revenues & Expenditures
FUND 31 - Gas Tax - 2105

PAGE: 012
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Gas Tax - 2105 Gas Tax Funds Public Works	979.60	10106.26
Gas Tax - 2105 SB1/PROP42TRAFF Public Works	0.00	446.32
Gross Revenues	979.60	10552.58
Revenue Reductions		
Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	979.60	10552.58
Expenditures		
Total Expenditures	0.00	0.00
Net Surplus	979.60	10552.58

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 35 - Traffic Safety

PAGE: 013
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1099	Cash Balance	684.76	
	Total of Assets ---->	684.76	684.76

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	134.47	
	CURRENT EARNINGS	550.29	
	Total of FUND Balances ---->	684.76	684.76

REPORT.: 04/16/20
RUN....: 04/16/20
Run By.: DEVON

City of Sand City
Statement of Revenues & Expenditures
FUND 35 - Traffic Safety

PAGE: 014
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE

Revenues		

Traffic Safety CA Code Fines Public Works	47.52	550.29
Gross Revenues	47.52	550.29

Revenue Reductions		

Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	47.52	550.29

Expenditures		

Total Expenditures	0.00	0.00
Net Surplus	47.52	550.29
=====		

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 37 - RMRA -Road M&R

PAGE: 015
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1099 Cash Balance 13,771.61

Total of Assets ----> 13,771.61 13,771.61
=====

Liabilities

FUND Balances

3400 Unappropriated Fund Balance 8,863.08
CURRENT EARNINGS 4,908.53

Total of FUND Balances ----> 13,771.61 13,771.61
=====

REPORT.: 04/16/20
RUN....: 04/16/20
Run By.: DEVON

City of Sand City
Statement of Revenues & Expenditures
FUND 37 - RMRA -Road M&R

PAGE: 016
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
<u>Revenues</u>		
RMRA -Road M&R RMRA-ROAD MAINT Public Works	1165.56	4908.53
Gross Revenues	1165.56	4908.53
<u>Revenue Reductions</u>		
Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	1165.56	4908.53
<u>Expenditures</u>		
Total Expenditures	0.00	0.00
Net Surplus	1165.56	4908.53

REPORT: 04/16/20
RUN: 04/16/20
Run By: DEVON

City of Sand City
Balance Sheet Report
FUND 38 - TAMC X TSIPF

PAGE: 017
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1099	Cash Balance		79,571.96	

	Total of Assets	---->	79,571.96	79,571.96
				=====

Liabilities

FUND Balances

3400	Unappropriated Fund Balance		55,557.37	
	CURRENT EARNINGS		24,014.59	

	Total of FUND Balances	---->	79,571.96	79,571.96
				=====

REPORT.: 04/16/20
 RUN...: 04/16/20
 Run By.: DEVON

City of Sand City
 Statement of Revenues & Expenditures
 FUND 38 - TAMC X TSIPF

PAGE: 018
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Revenues		
TAMC X TSIPF Measure X-TAMC Public Works	7992.81	24014.59
Gross Revenues	7992.81	24014.59
Revenue Reductions		
Total Revenue Reductions	0.00	0.00
* Adjusted Revenues	7992.81	24014.59
Expenditures		
Total Expenditures	0.00	0.00
Net Surplus	7992.81	24014.59

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1273	BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	
1286	PROP 68 - CALABRESE PARK	20,169.04	
1287	CDBG Calabrese Park Update	948.00	
1288	CIP- Wells	164,445.23	
1289	CIP-CITY ENTRANCE PROJECT	1,312.00	
1290	Land	1,837,193.95	
1291	Land Improvements	441,562.65	
1292	VEHICLE FIXED ASSET	567,289.39	
1293	Furniture and Fixtures	114,513.83	
1295	Buildings	8,538,775.38	
1297	FIXED ASSETS EQUIPMENT	2,594,595.69	
1298	CITY HALL	172,866.41	
1299	INFRASTRUCTURE- streets	5,155,456.95	
1300	ACCUMULATED DEPRECIATION	-7,888,249.72	
	Total of Assets ---->	11,774,435.71	11,774,435.71

Liabilities

FUND Balances

3400	Unappropriated Fund Balance	-692,185.35	
3600	Investment in Fixed Assets	11,698,790.65	
3601	CAPITAL LEASE	337,830.41	
3602	Donated Assets	430,000.00	
	CURRENT EARNINGS	0.00	
	Total of FUND Balances ---->	11,774,435.71	11,774,435.71

REPORT.: 04/16/20
RUN....: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 70 - General LTD Act

PAGE: 020
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1280	AMOUNT PROVIDED FOR LTD	4,043,994.88	
1400	Deferred Outflow- Pers contrib	690,963.74	
1405	Deferred Outflow- Actuarial	1,047,036.74	
1500	DEFER OUTFLOWS/OPEB CONTRIBUT	78,451.00	

	Total of Assets ---->	5,860,446.36	5,860,446.36
			=====

Liabilities

2020	Compensated Absences	607,598.39	
2025	NET OPEB LIABILITY/ASSET	-494,423.00	
2070	capital lease-police radios	121,427.99	
2200	Net Pers Liability	4,332,942.46	
2500	DEFERRED INFLOWS-ACTUARIAL	396,500.79	
2505	DEFER INFLOWS/OPEB ACTUARIALS	68,454.00	

	Total of Liabilities ---->	5,032,500.63	

FUND Balances

3400	Unappropriated Fund Balance	827,945.73	
	CURRENT EARNINGS	0.00	

	Total of FUND Balances ---->	827,945.73	5,860,446.36
			=====

REPORT.: 04/16/20
RUN...: 04/16/20
Run By.: DEVON

City of Sand City
Balance Sheet Report
FUND 99 - Cash Clearing

PAGE: 021
ID #: GLBS
CTL.: SAN

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1001	Checking Account	550,564.62	
1099	Cash Balance	-550,564.62	
	Total of Assets ---->	0.00	0.00

Liabilities

FUND Balances

	CURRENT EARNINGS	0.00	
	Total of FUND Balances ---->	0.00	0.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	03-20	03/02/20	24184	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 03/02/20	Db:	99 1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 03/02/20	Cr:	10 4055 00	
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 03/02/20	Db:	99 1001	3.60
							J&G CATERING Issued...: T0 (DEVON) Mar 02 2020 11:26 am Devon Lazzarino			
			24185	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #8455 Receipt Date: 03/02/20	Db:	99 1001	40.00
							Paid by: LIANNE SUSSMAN Issued...: T0 (DEVON) Mar 02 2020 11:26 am Devon Lazzarino			
			24186	C	Mis	RMRA	ROAD MAINTENANCE & REHAB JANUARY 2020 RMRA Receipt Date: 03/02/20	Db:	99 1001	621.02
							Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 02 2020 11:26 am Devon Lazzarino			
			24187	C	Mis	VEH01	VEHICLE ABATEMENT/VLF FY 18-19 VEHICLE LICENSE FEE COLLECTION IN EXCESS Receipt Date: 03/02/20	Db:	99 1001	314.18
							Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 02 2020 11:27 am Devon Lazzarino			
			24188	C	Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 2ND QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	8378.35
					Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4032 00	490.14
					Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	970.83
					Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4032 00	675453.47
					Mis	TUT01	TRANSACTION/USE TAX DISTRIBUTION 1ST QUARTER 2020 Receipt Date: 03/02/20	Db:	99 1001	707.63
					Mis	TUT01	TRANSACTION/USE TAX PRIOR DISTRIBUTIONS 4TH QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4032 00	-22414.60
					Mis	TUT01	TRANSACTION/USE TAX PRIOR ADVANCES 4TH QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	-383800.00
					Mis	MS	STATE OF CALIFORNIA COST OF ADMIN Receipt Date: 03/02/20	Cr:	10 4032 00	-3760.00
							Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 02 2020 11:27 am Devon Lazzarino			
			24189	C	Mis	STAX	SALES TAX RECEIVED DISTRIBUTION PRIOR TO 2ND QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	3616.69
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 2ND QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4030 00	62.58
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	3628.40
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4030 00	793400.09
					Mis	STAX	SALES TAX RECEIVED DISTRIBUTION 1ST QUARTER 2020 Receipt Date: 03/02/20	Db:	99 1001	742.37
					Mis	STAX	SALES TAX RECEIVED PRIOR DISTRIBUTIONS 4TH QUARTER 2019 Receipt Date: 03/02/20	Cr:	10 4030 00	-22432.32
					Mis	STAX	SALES TAX RECEIVED PRIOR ADVANCES 4TH QUARTER 2019 Receipt Date: 03/02/20	Db:	99 1001	-436000.00
					Mis	MS	STATE OF CALIFORNIA ADJUSTED COST OF ADMIN Receipt Date: 03/02/20	Cr:	10 4030 00	-7403.21
							Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 02 2020 11:29 am Devon Lazzarino			
			24190	C	Mis	REN01	RENTAL INCOME MARCH 2020 CELL TOWER RENT Receipt Date: 03/02/20	Db:	99 1001	1425.78
							Paid by: CROWN CASTLE Issued...: T0 (DEVON) Mar 02 2020 11:31 am Devon Lazzarino			
			24191	C	Mis	UUT	UTILITY USERS TAX JANUARY 2020 UUT - ELECTRIC Receipt Date: 03/02/20	Db:	99 1001	88.90
							Paid by: CONSTELLATION NEW ENERGY Issued...: T0 (DEVON) Mar 02 2020 11:32 am Devon Lazzarino			
							Day 03/02/20 Total ---->			614284.30
03/04/20			24192	C	Mis	REIMB	REIMBURSEMENTS REIMBURSE LUGGAGE FEE - SAN DIEGO ABATEMENT TRIP Receipt Date: 03/04/20	Db:	99 1001	30.00
							Paid by: MAYOR CARBONE/MOSQUITO ABATEMENT Issued...: T0 (DEVON) Mar 04 2020 12:49 pm Devon Lazzarino			
			24193	C	Mis	PAR02	SAND CITY PARKING	Db:	99 1001	40.00

PARKING VIOLATION #8215

Receipt Date: 03/04/20

Cr: 10 4221 08

Paid by: GLEN GIL

Issued...: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L	Posting	Amt	Paid
000	03-20	03/04/20	24194	C	Mis	TUT01		TRANSACTION/USE TAX BALANCE 4TH QUARTER 2019 Receipt Date: 03/04/20 Paid by: STATE OF CALIFORNIA Issued.: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino	Db:	99 1001		9.97
			24195	C	Mis	UUT		UTILITY USERS TAX JANUARY 2020 UUT Receipt Date: 03/04/20 Paid by: P.G. & E. Issued.: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino	Db:	99 1001		8594.48
			24196	C	Mis	BUI01		BUILDING PERMIT 4115 PERMITS/FEES - 925 PLAYA/TENANT IMPROVEMENTS Receipt Date: 03/04/20 Paid by: P.G. & E. Issued.: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino	Db:	99 1001		1452.19
				Mis	PLA01			PLAN CHECK FEE 4165 PERMITS/FEES - 925 PLAYA/TENANT IMPROVEMENTS Receipt Date: 03/04/20 Paid by: P.G. & E. Issued.: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino	Cr:	10 4115 05		943.92
				Mis	STR01			STRONG MOTION 2010 PERMITS/FEES - 925 PLAYA/TENANT IMPROVEMENTS Receipt Date: 03/04/20 Paid by: P.G. & E. Issued.: T0 (DEVON) Mar 04 2020 12:50 pm Devon Lazzarino	Db:	99 1001		36.40
				Mis	CBSC			CBSC FEE - SB1473 PERMITS/FEES - 925 PLAYA/TENANT IMPROVEMENTS Receipt Date: 03/04/20 Paid by: THOMAS BOUFFARD ARCHITECTS Issued.: T0 (DEVON) Mar 04 2020 12:51 pm Devon Lazzarino	Cr:	10 2010		6.00
								Day 03/04/20 Total ----->				11112.96
	03/10/20		24204	C	Mis	MS		DBO DEVELOPMENT REIMBURSE S OF TIOGA POLARIS REVIEW Receipt Date: 03/10/20 Paid by: DBO DEVELOPMENT Issued.: T0 (DEVON) Mar 10 2020 03:18 pm Devon Lazzarino	Db:	99 1001		5055.00
			24205	C	Mis	MS		DBO DEVELOPMENT REIMBURSE S OF TIOGA 1/20 ATTORNEY FEES Receipt Date: 03/10/20 Paid by: DBO DEVELOPMENT Issued.: T0 (DEVON) Mar 10 2020 03:19 pm Devon Lazzarino	Db:	99 1001		2300.00
			24206	C	Mis	MS		DBO DEVELOPMENT REIMBURSE S OF TIOGA 11/19 ATTORNEY FEES Receipt Date: 03/10/20 Paid by: DBO DEVELOPMENT Issued.: T0 (DEVON) Mar 10 2020 03:19 pm Devon Lazzarino	Db:	99 1001		5445.00
			24207	C	Mis	02103		GAS TAX 2103 FEBRUARY 2020 HIGHWAY USERS TAX Receipt Date: 03/10/20 Paid by: STATE OF CALIFORNIA Issued.: T0 (DEVON) Mar 10 2020 03:20 pm Devon Lazzarino	Db:	99 1001		196.73
				Mis	02105			GAS TAX - 2105 31 FEBRUARY 2020 HIGHWAY USERS TAX Receipt Date: 03/10/20 Paid by: STATE OF CALIFORNIA Issued.: T0 (DEVON) Mar 10 2020 03:20 pm Devon Lazzarino	Cr:	31 4305 11		160.10
				Mis	02106			GAS TAX - 2106 32 FEBRUARY 2020 HIGHWAY USERS TAX Receipt Date: 03/10/20 Paid by: STATE OF CALIFORNIA Issued.: T0 (DEVON) Mar 10 2020 03:20 pm Devon Lazzarino	Cr:	31 4305 11		463.51
				Mis	02107			GAS TAX - 2107 33 FEBRUARY 2020 HIGHWAY USERS TAX Receipt Date: 03/10/20 Paid by: STATE OF CALIFORNIA Issued.: T0 (DEVON) Mar 10 2020 03:20 pm Devon Lazzarino	Cr:	31 4305 11		159.26
			24208	C	Mis	WEST		WEST END REVENUE 2020 WEST END DONATION Receipt Date: 03/10/20 Paid by: PEBBLE BEACH COMPANY Issued.: T0 (DEVON) Mar 10 2020 03:21 pm Devon Lazzarino	Db:	99 1001		500.00
			24209	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8386 Receipt Date: 03/10/20 Paid by: MOLITIKA S Issued.: T0 (DEVON) Mar 10 2020 03:21 pm Devon Lazzarino	Db:	99 1001		60.00
			24210	C	Mis	BL01		BUSINESS LICENSE ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/10/20 Paid by: JUMPARTY Issued.: T0 (DEVON) Mar 10 2020 03:21 pm Devon Lazzarino	Db:	99 1001		25.00
				Mis	CAS90			BUSINESS LICENSE CASP FEE 90% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/10/20 Paid by: JUMPARTY Issued.: T0 (DEVON) Mar 10 2020 03:21 pm Devon Lazzarino	Cr:	10 4055 00		3.60
				Mis	CAS10			BUSINESS LICENSE CASP FEE 10% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/10/20 Paid by: JUMPARTY Issued.: T0 (DEVON) Mar 10 2020 03:21 pm Devon Lazzarino	Cr:	10 4033 00		4.40
								Day 03/10/20 Total ----->				14368.60
	03/17/20		24211	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8235 Receipt Date: 03/17/20 Paid by: STMG LLC Issued.: T0 (DEVON) Mar 17 2020 03:23 pm Devon Lazzarino	Db:	99 1001		112.50
			24212	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8242 Receipt Date: 03/17/20 Paid by: ANDREW ALONZO Issued.: T0 (DEVON) Mar 17 2020 03:28 pm Devon Lazzarino	Db:	99 1001		40.00
			24213	C	Mis	POL01		POLICE REPORT 4560 POLICE REPORT #SA2000005 Receipt Date: 03/17/20 Paid by: BOB KHAOSHOOY LAW OFFICE Issued.: T0 (DEVON) Mar 17 2020 03:28 pm Devon Lazzarino	Db:	99 1001		10.00
			24214	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #8232 Receipt Date: 03/17/20 Paid by: PAUL SMITH Issued.: T0 (DEVON) Mar 17 2020 03:28 pm Devon Lazzarino	Db:	99 1001		76.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	03-20	03/17/20	24215	C	Mis	WEST	WEST END REVENUE 2020 WEST END SPONSORSHIP Receipt Date: 03/17/20 Paid by: MTRY BAY COMMUNITY POWER Issued...: T0 (DEVON) Mar 17 2020 03:28 pm Devon Lazzarino	Db:	99 1001	1500.00
			24216	C	Mis	MS	PERMIT SERVICES PERMITS/FEES FOR 2040 CALIFORNIA/LED Receipt Date: 03/17/20	Db:	99 1001	186.00
				Mis	STR01		STRONG MOTION 2010 PERMITS/FEES FOR 2040 CALIFORNIA/LED Receipt Date: 03/17/20	Cr:	10 4160 05	.50
				Mis	CBSC		CBSC FEE - SB1473 PERMITS/FEES FOR 2040 CALIFORNIA/LED Receipt Date: 03/17/20 Paid by: PERMIT SERVICES Issued...: T0 (DEVON) Mar 17 2020 03:29 pm Devon Lazzarino	Db:	99 1001	1.00
			24217	C	Mis	TRA01	COUNTY/TRAFFIC JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Db:	99 1001	26.41
				Mis	RL01		COUNTY/ RED LIGHT JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Cr:	35 4205 11	9.09
				Mis	CRI01		CRIMINAL PC1463/CITY FINES JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Db:	99 1001	202.85
				Mis	POC01		COUNTY/PROOF OF CORR JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Db:	99 1001	12.02
				Mis	PTT01		COUNTY/PROPERTY TAX JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Cr:	35 4205 11	41.25
				Mis	P172		1/2 TAX POLICE/PROP 172 JANUARY 2020 TRAFFIC Receipt Date: 03/17/20	Db:	99 1001	42.99
				Mis	REV		COUNTY/REV & RECOVERY JANUARY 2020 TRAFFIC Receipt Date: 03/17/20 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Mar 17 2020 03:30 pm Devon Lazzarino	Cr:	10 4330 08	273.41
			24218	C	Mis	COPS	COPS GRANT JANUARY 2020 COPS GRANT Receipt Date: 03/17/20 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Mar 17 2020 03:31 pm Devon Lazzarino	Db:	99 1001	8333.33
			24219	C	Mis	WEST	WEST END REVENUE 2020 WEST END SPONSORSHIP Receipt Date: 03/17/20 Paid by: AMERICAN WATER Issued...: T0 (DEVON) Mar 17 2020 03:31 pm Devon Lazzarino	Db:	99 1001	2500.00
			24220	C	Mis	BL01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - INDEPENDENT Receipt Date: 03/17/20	Db:	99 1001	50.00
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - INDEPENDENT Receipt Date: 03/17/20	Cr:	10 4055 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE - INDEPENDENT Receipt Date: 03/17/20 Paid by: AQUATEK PLUMBING Issued...: T0 (DEVON) Mar 17 2020 03:31 pm Devon Lazzarino	Db:	99 1001	.40
			24221	C	Mis	BL01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 2040 CALIFORNIA Receipt Date: 03/17/20	Db:	99 1001	50.00
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - 2040 CALIFORNIA Receipt Date: 03/17/20	Cr:	10 4055 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE - 2040 CALIFORNIA Receipt Date: 03/17/20 Paid by: PERMIT SERVICES Issued...: T0 (DEVON) Mar 17 2020 03:32 pm Devon Lazzarino	Db:	99 1001	.40
			24222	C	Mis	UUT	UTILITY USERS TAX FEBRUARY 2020 UUT - GAS Receipt Date: 03/17/20 Paid by: CALPINE ENERGY Issued...: T0 (DEVON) Mar 17 2020 03:32 pm Devon Lazzarino	Db:	99 1001	131.76
			24223	C	Mis	TAMCX	TAMC MEASURE X FOR STREETS 4TH QUARTER 2019 TAMC MEASURE X Receipt Date: 03/17/20 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Mar 17 2020 03:33 pm Devon Lazzarino	Cr:	38 4302 11	7992.81
			24224	C	Mis	UUT	UTILITY USERS TAX FEBRUARY 2020 UUT - GAS Receipt Date: 03/17/20 Paid by: TIGER NATURAL GAS Issued...: T0 (DEVON) Mar 17 2020 03:33 pm Devon Lazzarino	Db:	99 1001	134.02
			24225	C	Mis	UUT	UTILITY USERS TAX FEBRUARY 2020 UUT - GAS Receipt Date: 03/17/20 Paid by: VISTA ENERGY Issued...: T0 (DEVON) Mar 17 2020 03:33 pm Devon Lazzarino	Db:	99 1001	18.96
			24226	C	Mis	UUT	UTILITY USERS TAX FEBRUARY 2020 UUT - GAS Receipt Date: 03/17/20 Paid by: GPT, INC. Issued...: T0 (DEVON) Mar 17 2020 03:33 pm Devon Lazzarino	Cr:	10 4025 00	8.51

Reg Period	Date	Receipt T	Opr ID No	Description	G/L Posting	Amt Paid	
000	03-20	03/17/20	24227	C Mis WEST	WEST END REVENUE 2020 WEST END SPONSORSHIP Receipt Date: 03/17/20 Paid by: BATH FITTER Issued...: TO (DEVON) Mar 17 2020 03:34 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4500 00	1500.00
			24228	C Mis BUI01	BUILDING PERMIT 4115 PERMITS/FEES - 325 ELDER/SIGN Receipt Date: 03/17/20	Db: 99 1001 Cr: 10 4115 05	120.56
				Mis PLA01	PLAN CHECK FEE 4165 PERMITS/FEES - 325 ELDER/SIGN Receipt Date: 03/17/20	Db: 99 1001 Cr: 10 4165 05	100.00
				Mis STR01	STRONG MOTION 2010 PERMITS/FEES - 325 ELDER/SIGN Receipt Date: 03/17/20	Db: 99 1001 Cr: 10 2010	1.12
				Mis CBSC	CBSC FEE - SB1473 PERMITS/FEES - 325 ELDER/SIGN Receipt Date: 03/17/20 Paid by: EAGLE SIGNS Issued...: TO (DEVON) Mar 17 2020 03:34 pm Devon Lazzarino	Db: 99 1001 Cr: 10 2012	1.00
			24229	C Mis BL01	BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 325 ELDER Receipt Date: 03/17/20	Db: 99 1001 Cr: 10 4055 00	50.00
				Mis CAS90	BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - 325 ELDER Receipt Date: 03/17/20	Db: 99 1001 Cr: 10 4033 00	3.60
				Mis CAS10	BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE - 325 ELDER Receipt Date: 03/17/20 Paid by: EAGLE SIGNS Issued...: TO (DEVON) Mar 17 2020 03:35 pm Devon Lazzarino	Db: 99 1001 Cr: 10 2115	.40
					Day 03/17/20 Total ----->		23537.09
	03/30/20		24231	C Mis CBSC	CBSC FEE - SB1473 CBSC FEE BALANCE - 2040 CALIFORNIA Receipt Date: 03/30/20 Paid by: CHUCK POOLER Issued...: TO (DEVON) Mar 30 2020 09:50 am Devon Lazzarino	Db: 99 1001 Cr: 10 2012	1.00
			24232	C Mis STR01	STRONG MOTION 2010 STRONG MOTION FEE BALANCE - 2040 CALIFORNIA Receipt Date: 03/30/20 Paid by: CHUCK POOLER Issued...: TO (DEVON) Mar 30 2020 09:50 am Devon Lazzarino	Db: 99 1001 Cr: 10 2010	10.98
			24233	C Mis PAR02	SAND CITY PARKING PARKING VIOLATION #8456 Receipt Date: 03/30/20 Paid by: AMY TURADO Issued...: TO (DEVON) Mar 30 2020 09:50 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	60.00
			24234	C Mis PAR02	SAND CITY PARKING PARKING VIOLATION #8244 Receipt Date: 03/30/20 Paid by: JOSE JIMINEZ Issued...: TO (DEVON) Mar 30 2020 09:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	75.00
			24235	C Mis PAR02	SAND CITY PARKING PARKING VIOLATION #8231 Receipt Date: 03/30/20 Paid by: STEPHEN OSBORN Issued...: TO (DEVON) Mar 30 2020 09:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 4221 08	150.00
			24236	C Mis MS	AVIANA BUSHNELL APRIL 2020 COBRA Receipt Date: 03/30/20 Paid by: AVIANA BUSHNELL Issued...: TO (DEVON) Mar 30 2020 09:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 2160	52.64
			24237	C Mis REN01	RENTAL INCOME APRIL 2020 CELL TOWER RENT Receipt Date: 03/30/20 Paid by: CROWN CASTLE Issued...: TO (DEVON) Mar 30 2020 09:51 am Devon Lazzarino	Db: 99 1001 Cr: 10 4740 00	1425.78
			24238	C Mis UUT	UTILITY USERS TAX FEBRUARY 2020 UUT - GAS Receipt Date: 03/30/20 Paid by: SPARK ENERGY Issued...: TO (DEVON) Mar 30 2020 09:52 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	4.86
			24239	C Mis UUT	UTILITY USERS TAX FEBRUARY 2020 UUT Receipt Date: 03/30/20 Paid by: CONSTELLATION NEW ENERGY Issued...: TO (DEVON) Mar 30 2020 09:52 am Devon Lazzarino	Db: 99 1001 Cr: 10 4025 00	412.78
			24240	C Mis RMRA	ROAD MAINTENANCE & REHAB FEBRUARY 2020 RMRA Receipt Date: 03/30/20 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 30 2020 09:52 am Devon Lazzarino	Db: 99 1001 Cr: 37 4306 11	544.54
			24241	C Mis STAX	SALES TAX RECEIVED DISTRIBUTION PRIOR TO 3RD QUARTER 2019 Receipt Date: 03/30/20	Db: 99 1001 Cr: 10 4030 00	98.25
				Mis STAX	SALES TAX RECEIVED DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 03/30/20	Db: 99 1001 Cr: 10 4030 00	97.32
				Mis STAX	SALES TAX RECEIVED DISTRIBUTION 1ST QUARTER 2020 Receipt Date: 03/30/20	Db: 99 1001 Cr: 10 4030 00	984.46
				Mis STAX	SALES TAX RECEIVED CURRENT ADVANCE JANUARY 2020 Receipt Date: 03/30/20 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 30 2020 09:53 am Devon Lazzarino	Db: 99 1001 Cr: 10 4030 00	173100.00

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L	Posting	Amt	Paid
000	03-20	03/30/20	24242	C	Mis	TUT01		TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2019 Receipt Date: 03/30/20	Db:	99 1001		174.23
								TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2019 Receipt Date: 03/30/20	Cr:	10 4032 00		
								TRANSACTION/USE TAX DISTRIBUTION 4TH QUARTER 2019 Receipt Date: 03/30/20	Db:	99 1001		13.22
								TRANSACTION/USE TAX DISTRIBUTION 1ST QUARTER 2020 Receipt Date: 03/30/20	Cr:	10 4032 00		
								TRANSACTION/USE TAX CURRENT ADVANCE JANUARY 2020 Receipt Date: 03/30/20	Db:	99 1001		1093.67
								TRANSACTION/USE TAX Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 30 2020 09:54 am Devon Lazzarino	Cr:	10 4032 00		
								TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2019 Receipt Date: 03/30/20	Db:	99 1001		146900.00
								TRANSACTION/USE TAX Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Mar 30 2020 09:55 am Devon Lazzarino	Cr:	10 4032 00		
								UTILITY USERS TAX FEBRUARY 2020 UUT - ELECTRIC Receipt Date: 03/30/20	Db:	99 1001		32.33
								TRANSACTION/USE TAX Paid by: MTRY BAY COMMUNITY POWER Issued...: T0 (DEVON) Mar 30 2020 09:56 am Devon Lazzarino	Cr:	10 4025 00		1054.24
								CD INTEREST MARCH 2020 INTEREST Receipt Date: 03/31/20	Db:	10 1020		7.33
								PAID BY: MECHANICS BANK Issued...: T0 (DEVON) Mar 31 2020 07:51 am Devon Lazzarino	Cr:	10 4410 00		
								CITY HOUSING #3 INTEREST MARCH 2020 INTEREST Receipt Date: 03/31/20	Db:	10 1006		47.23
								PAID BY: MECHANICS BANK Issued...: T0 (DEVON) Mar 31 2020 07:53 am Devon Lazzarino	Cr:	10 4413 00		
								OPEB INTEREST MARCH 2020 INTEREST Receipt Date: 03/31/20	Db:	10 1004		5.74
								PAID BY: MECHANICS BANK Issued...: T0 (DEVON) Mar 31 2020 08:09 am Devon Lazzarino	Cr:	10 4411 00		
								INTEREST IN CHECKING MARCH 2020 INTEREST Receipt Date: 03/31/20	Db:	99 1001		10.32
								PAID BY: MECHANICS BANK Issued...: T0 (DEVON) Mar 31 2020 08:11 am Devon Lazzarino	Cr:	10 4410 00		
											Day 03/30/20 Total ---->	326742.39
											Day 03/31/20 Total ---->	70.62
											Period 03-20 Total ---->	990115.96
											Register 000 Total ---->	990115.96
											Total of All Registers ---->	990115.96

Register Activity Report
 For Period: 03-20

Reg	Period	Date	[A] -	Cash [B] -	Non-Cash [C] -	E.F.T.	[A] + [B] + [C]
000	03-20	03/02/20	614,284.30		0.00	0.00	614,284.30
000	03-20	03/04/20	11,112.96		0.00	0.00	11,112.96
000	03-20	03/10/20	14,368.60		0.00	0.00	14,368.60
000	03-20	03/17/20	23,537.09		0.00	0.00	23,537.09
000	03-20	03/30/20	326,742.39		0.00	0.00	326,742.39
000	03-20	03/31/20	70.62		0.00	0.00	70.62
03-20 Total -->			990,115.96		0.00	0.00	990,115.96
000 Total ----->			990,115.96		0.00	0.00	990,115.96
Report Total ----->			990,115.96		0.00	0.00	990,115.96

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
03-20	001578	03/30/20	KLI01 (MARY ANN CARBONE)		1,389.68	.00	1,389.68	MARCH 2020 PAYROLL
	001579	03/30/20	POO01 (CHARLES POOLER)		6,538.67	.00	6,538.67	MARCH 2020 PAYROLL
	001580	03/30/20	CHA03 (DANIEL A CHARLTON)		8,673.37	.00	8,673.37	MARCH 2020 PAYROLL
	001581	03/30/20	CHA03 (DANIEL A CHARLTON)		985.50	.00	985.50	MARCH 2020 UNIFORM ALLOWA
	001582	03/30/20	GRA04 (VITO GRAZIANO)		10,700.75	.00	10,700.75	MARCH 2020 PAYROLL
	034627	03/13/20	AFL01 (AFLAC)		2,045.45	.00	2,045.45	Automatic Generated Check
	034628	03/13/20	AME10 (AMERIPRIDE SERVICES)		505.24	.00	505.24	Automatic Generated Check
	034629	03/13/20	APA01 (AMERICAN PLANNING ASSOC.)		507.00	.00	507.00	Automatic Generated Check
	034630	03/13/20	ATT03 (A.T. & T.)		355.31	.00	355.31	Automatic Generated Check
	034631	03/13/20	ATT05 (AT&T MOBILITY)		953.05	.00	953.05	Automatic Generated Check
	034632	03/13/20	AVA01 (AVAYA, INC)		226.03	.00	226.03	Automatic Generated Check
	034633	03/13/20	CAL01 (CAL-AM WATER)		212.83	.00	212.83	Automatic Generated Check
	034634	03/13/20	CBS02 (CANON SOLUTIONS AMERICA, INC		317.10	.00	317.10	Automatic Generated Check
	034635	03/13/20	CLE01 (CALIFORNIA LAW)		245.00	.00	245.00	Automatic Generated Check
	034636	03/13/20	COA07 (MONTEREY COUNTY WEEKLY)		1,076.00	.00	1,076.00	Automatic Generated Check
	034637	03/13/20	COR01 (CORBIN WILLITS SYSTEMS)		223.74	.00	223.74	Automatic Generated Check
	034638	03/13/20	CSD01 (CALIFORNIA STATE DISBURSEMEN		385.00	.00	385.00	Automatic Generated Check
	034639	03/13/20	DFM01 (DFM ASSOCIATES)		57.90	.00	57.90	Automatic Generated Check
	034640	03/13/20	ERI01 (ERICKSON AUTOMOTIVE AND 4X4)		295.16	.00	295.16	Automatic Generated Check
	034641	03/13/20	FAS02 (FASTENAL COMPANY)		32.78	.00	32.78	Automatic Generated Check
	034642	03/13/20	FTB02 (FRANCHISE TAX BOARD)		805.11	.00	805.11	Automatic Generated Check
	034643	03/13/20	GLA06 (RORY GLASS)		500.00	.00	500.00	Automatic Generated Check
	034644	03/13/20	HUM02 (HUMANA INSURANCE COMPANY)		3,340.49	.00	3,340.49	Automatic Generated Check
	034645	03/13/20	LCW01 (LIEBERT CASSIDY WHITMORE)		7,558.00	.00	7,558.00	Automatic Generated Check
	034646	03/13/20	MCB01 (MONTEREY COUNTY BUSINESS)		90.00	.00	90.00	Automatic Generated Check
	034647	03/13/20	MOB02 (MCGRATH RENTCORP)		264.75	.00	264.75	Automatic Generated Check
	034648	03/13/20	MRW01 (MONTEREY ONE WATER)		23,015.81	.00	23,015.81	Automatic Generated Check
	034649	03/04/20	NOR02 (VIBEKE NORGAARD)		(22,122.30)	.00	(22,122.30)	Ck# 034649 Reversed
	034649	03/13/20	NOR02 (VIBEKE NORGAARD)		22,122.30	.00	22,122.30	Automatic Generated Check
	034650	03/13/20	ONL01 (OHIO NATIONAL LIFE)		69.55	.00	69.55	Automatic Generated Check
	034651	03/04/20	PET01 (PETTY CASH - CASHED BY SHELB		(122.85)	.00	(122.85)	Ck# 034651 Reversed
	034651	03/13/20	PET01 (PETTY CASH - CASHED BY SHELB		122.85	.00	122.85	Automatic Generated Check
	034652	03/13/20	PIW01 (PITNEY BOWES)		300.00	.00	300.00	Automatic Generated Check
	034653	03/13/20	RID01 (CRAIG RIDDELL)		250.00	.00	250.00	Automatic Generated Check
	034654	03/13/20	RPM01 (DAVID W. JANSEN)		2,169.13	.00	2,169.13	Automatic Generated Check
	034655	03/04/20	SAN01 (SAND CITY POLICE OFFICERS)		(1,050.00)	.00	(1,050.00)	Ck# 034655 Reversed
	034655	03/13/20	SAN01 (SAND CITY POLICE OFFICERS)		1,050.00	.00	1,050.00	Automatic Generated Check
	034656	03/13/20	SEA04 (SEASIDE FLORIST)		92.44	.00	92.44	Automatic Generated Check
	034657	03/13/20	SLV01 (STEPHEN L. VAGNINI)		5,000.00	.00	5,000.00	Automatic Generated Check
	034658	03/13/20	STA03 (STAR SANITATION, LLC)		249.34	.00	249.34	Automatic Generated Check
	034659	03/13/20	STU02 (STURDY OIL COMPANY)		1,447.20	.00	1,447.20	Automatic Generated Check
	034660	03/13/20	SUN02 (SUN LIFE FINANCIAL)		643.13	.00	643.13	Automatic Generated Check
	034661	03/04/20	WEE01 (MARY ANN WEEMS)		(192.39)	.00	(192.39)	Ck# 034661 Reversed
	034661	03/13/20	WEE01 (MARY ANN WEEMS)		192.39	.00	192.39	Automatic Generated Check
	034662	03/04/20	NOR02 (VIBEKE NORGAARD)		22,122.30	.00	22,122.30	Automatic Generated Check
	034663	03/04/20	PET01 (PETTY CASH - CASHED BY SHELB		122.85	.00	122.85	Automatic Generated Check
	034664	03/04/20	SAN01 (SAND CITY POLICE OFFICERS)		1,050.00	.00	1,050.00	Automatic Generated Check
	034665	03/04/20	WEE01 (MARY ANN WEEMS)		192.39	.00	192.39	Automatic Generated Check
	034668	03/09/20	CHA04 (CALIFORNIA HIGHWAY)		295.00	.00	295.00	Automatic Generated Check
	034669	03/09/20	MBC01 (PATRICIO R. PADILLA)		250.00	.00	250.00	Automatic Generated Check
	034670	03/09/20	UNI03 (UNIVERSAL STAFFING IN)		157.50	.00	157.50	Automatic Generated Check
	034671	03/17/20	HAR06 (HARRIS & ASSOCIATES, INC.)		22,405.00	.00	22,405.00	Automatic Generated Check
	034672	03/17/20	HAR06 (HARRIS & ASSOCIATES, INC.)		19,566.25	.00	19,566.25	Automatic Generated Check
	034673	03/17/20	VIS01 (RABOBANK VISA CARD)		175.32	.00	175.32	Automatic Generated Check
	034674	03/17/20	VIS01 (RABOBANK VISA CARD)		641.10	.00	641.10	Automatic Generated Check
	034675	03/17/20	VIS01 (RABOBANK VISA CARD)		21.17	.00	21.17	Automatic Generated Check
	034676	03/17/20	ATT01 (AT & T)		130.67	.00	130.67	Automatic Generated Check
	034677	03/17/20	ATT03 (A.T. & T.)		368.81	.00	368.81	Automatic Generated Check
	034678	03/17/20	BAL03 (BALBOA CAPITAL)		65.20	.00	65.20	Automatic Generated Check
	034679	03/17/20	COM11 (COMCAST)		385.49	.00	385.49	Automatic Generated Check
	034680	03/17/20	CON03 (CONSOLIDATED ELECTRICAL)		91.35	.00	91.35	Automatic Generated Check
	034681	03/17/20	CYP04 (CYPRESS COAST FORD)		201.97	.00	201.97	Automatic Generated Check
	034682	03/17/20	DEL02 (DEL REY OAKS CAR WASH)		18.00	.00	18.00	Automatic Generated Check
	034683	03/17/20	DMV01 (CALIFORNIA DMV)		39.77	.00	39.77	Automatic Generated Check
	034684	03/17/20	DON02 (DONANGELO BROTHERS ELECTRIC,		526.64	.00	526.64	Automatic Generated Check
	034685	03/17/20	ERI01 (ERICKSON AUTOMOTIVE AND 4X4)		601.42	.00	601.42	Automatic Generated Check
	034686	03/17/20	FIR03 (FIRST ALARM SECURITY)		236.27	.00	236.27	Automatic Generated Check
	034687	03/17/20	GAT02 (HOPE SERVICES)		5,366.17	.00	5,366.17	Automatic Generated Check
	034688	03/17/20	GRA02 (GRANITEROCK CO # 29137)		83.58	.00	83.58	Automatic Generated Check
	034689	03/17/20	HAR06 (HARRIS & ASSOCIATES, INC.)		23,065.00	.00	23,065.00	Automatic Generated Check
	034690	03/17/20	HDL03 (HINDERLITER, DE LLAMAS & ASS		300.00	.00	300.00	Automatic Generated Check
	034691	03/17/20	HOL05 (HOLLISTER POWERSPORTS)		1,831.95	.00	1,831.95	Automatic Generated Check
	034692	03/17/20	HOM01 (HOME DEPOT CREDIT SERVICE)		578.25	.00	578.25	Automatic Generated Check
	034693	03/17/20	LEY01 (JOHN CAIRUS LEY)		3,500.00	.00	3,500.00	Automatic Generated Check
	034694	03/17/20	MEY01 (MEYERS NAVE RIBACK SILVER &		1,745.00	.00	1,745.00	Automatic Generated Check
	034695	03/17/20	MRW02 (MRWMD)		546.54	.00	546.54	Automatic Generated Check
	034696	03/17/20	OFF03 (OFFICE DEPOT , INC.)		581.00	.00	581.00	Automatic Generated Check
	034697	03/17/20	PET01 (PETTY CASH - CASHED BY SHELB		226.85	.00	226.85	Automatic Generated Check
	034698	03/17/20	PGE01 (PACIFIC GAS & ELECTRIC)		611.35	.00	611.35	Automatic Generated Check
	034699	03/17/20	POL01 (POLARIS CONSULTING)		3,442.50	.00	3,442.50	Automatic Generated Check
	034700	03/17/20	QUA05 (QUALITY CODE PUBLISHING, LLC		1,658.50	.00	1,658.50	Automatic Generated Check
	034701	03/17/20	RPM01 (DAVID W. JANSEN)		3,961.99	.00	3,961.99	Automatic Generated Check
	034702	03/17/20	RYA01 (RYAN RANCH PRINTERS)		237.11	.00	237.11	Automatic Generated Check
	034703	03/17/20	SDP01 (SAN DIEGO POLICE EQUIPMENT C		5,542.42	.00	5,542.42	Automatic Generated Check
	034704	03/17/20	SHR01 (SHRED IT- SAN JOSE)		66.53	.00	66.53	Automatic Generated Check
	034705	03/17/20	SPC01 (SPCA)		160.00	.00	160.00	Automatic Generated Check
	034706	03/17/20	STU02 (STURDY OIL COMPANY)		1,055.67	.00	1,055.67	Automatic Generated Check
	034707	03/17/20	VER01 (VERIZON WIRELESS)		1,007.79	.00	1,007.79	Automatic Generated Check
	034708	03/17/20	VIS01 (RABOBANK VISA CARD)		76.25	.00	76.25	Automatic Generated Check
	130001	03/30/20	BLA01 (JERRY BLACKWELDER)		1,163.02	.00	1,163.02	MARCH 2020 PAYROLL
	130002	03/30/20	CRU01 (KIM CRUZ)		129.88	.00	129.88	MARCH 2020 PAYROLL
	130003	03/30/20	HAW01 (GREGORY HAWTHORNE)		1,051.43	.00	1,051.43	MARCH 2020 PAYROLL
	130004	03/30/20	SOF02 (ELIZABETH A. SOFER)		908.68	.00	908.68	MARCH 2020 PAYROLL
	130005	03/30/20	BLA04 (AARON BLAIR)		10,824.00	.00	10,824.00	MARCH 2020 PAYROLL

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
03-20	130006	03/30/20	GOR02 (SHELBY GORMAN)		4,120.05	.00	4,120.05	MARCH 2020 PAYROLL
	130007	03/30/20	HOR01 (CONNIE HORCA)		6,587.98	.00	6,587.98	MARCH 2020 PAYROLL
	130008	03/30/20	SCH01 (LINDA SCHOLINK)		10,895.40	.00	10,895.40	MARCH 2020 PAYROLL
	130009	03/30/20	LAZ01 (DEVON LAZZARINO)		6,102.92	.00	6,102.92	MARCH 2020 PAYROLL
	130010	03/30/20	BLA03 (MATTHEW BLACKMON)		7,030.46	.00	7,030.46	MARCH 2020 PAYROLL
	130011	03/30/20	BRO07 (CHRISTOPHER BROWNING)		5,020.68	.00	5,020.68	MARCH 2020 PAYROLL
	130012	03/30/20	BUS05 (JEFF BUSHNELL)		9,791.19	.00	9,791.19	MARCH 2020 PAYROLL
	130013	03/30/20	DUC02 (DAVID DUCOEUR)		6,147.39	.00	6,147.39	MARCH 2020 PAYROLL
	130014	03/30/20	ESC01 (LAWRENCE ESCOBAR)		6,231.57	.00	6,231.57	MARCH 2020 PAYROLL
	130015	03/30/20	FER03 (BRIAN FERRANTE)		7,343.75	.00	7,343.75	MARCH 2020 PAYROLL
	130016	03/30/20	MAR10 (DANNY MARTIN)		8,136.89	.00	8,136.89	MARCH 2020 PAYROLL
	130017	03/30/20	MOR07 (LAURA MORALES)		4,696.08	.00	4,696.08	MARCH 2020 PAYROLL
	130018	03/30/20	MOU01 (MICHAEL MOUNT)		8,652.54	.00	8,652.54	MARCH 2020 PAYROLL
	130019	03/30/20	SEG01 (BRANDON SEGOVIA)		6,225.90	.00	6,225.90	MARCH 2020 PAYROLL
	130020	03/30/20	VEL03 (CHRISTOPHER VELOZ)		1,204.44	.00	1,204.44	MARCH 2020 PAYROLL
	130021	03/30/20	GAR01 (RICHARD GARZA)		5,966.28	.00	5,966.28	MARCH 2020 PAYROLL
	130022	03/30/20	MEN01 (FREDERICK MENEZES III)		4,865.43	.00	4,865.43	MARCH 2020 PAYROLL
	130023	03/30/20	PAR08 (MARK PARKER)		6,943.69	.00	6,943.69	MARCH 2020 PAYROLL
	34626A	03/30/20	ADP01 (ADP, INC)		47,308.66	.00	47,308.66	MARCH 2020 PAYROLL TAXES
	34627A	03/10/20	PER02 (PERS - MEDICAL)		23,316.96	.00	23,316.96	MARCH 2020 PERS HEALTH PR
	34627B	03/13/20	PER01 (PUBLIC EMPLOYEES RET. SYS)		51,988.75	.00	51,988.75	FEBRUARY 2020 PERS RETIRE
	34627C	03/13/20	ADP01 (ADP, INC)		263.05	.00	263.05	P/R PROCESSING CHARGES FO
Total for Bank Account 1001 ----->					459,746.50	.00	459,746.50	
Grand Total of all Bank Accounts ----->					459,746.50	.00	459,746.50	

SUCCESSOR

REPORT.: 03/31/20
 RUN...: 03/31/20
 Run By.: DEVON

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets			Acct ID
Fiduciary Fund Tax Increment Account	513,798.44	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,647.14	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,983.15	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	224,987.29	40	1070
Fiduciary Fund 2008B Debt Service Fund	33.32	40	1072
Fiduciary Fund 2008B-INTEREST ACCOUNT-BONDS	3.24	40	1073
Fiduciary Fund 2017 Debt Service Fund	45.86	40	1085
Fiduciary Fund Land	1,100,000.26	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 ---->	2,898,439.95		2,898,439.95

Liabilities			Acct ID
Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
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 ---->	15,675,824.33		

FUND Balances			Acct ID
Fiduciary Fund Unappropriated Fund Balance	-13,933,903.83	40	3400
CURRENT EARNINGS	1,156,519.45		
Total of FUND Balances ---->	-12,777,384.38		2,898,439.95

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Fiduciary Fund RPTTF Non Department	0.00	1648598.00
Fiduciary Fund 2008A-TAX EXEMP Non Department	9.06	45.97
Fiduciary Fund 2008B-TAXABLE Non Department	26.90	315.36
Fiduciary Fund GAIN/LOSS PROPT Non Department	0.00	46371.31
Fiduciary Fund TAXEXEMPT INT. Non Department	42.64	402.79
Fiduciary Fund TAX INCR INTER Non Department	90.08	943.83
Gross Revenues	168.68	1696677.26

	CURRENT MONTH	YEAR TO DATE
Expenditures		
Fiduciary Fund Contract Srvc Community Dev.	0.00	1500.00
Fiduciary Fund Mileage/Auto City Council	0.00	120.00
Fiduciary Fund Mileage/Auto Administration	0.00	150.00
Fiduciary Fund Mileage/Auto Finance	0.00	90.00
Fiduciary Fund Salaries Administration	0.00	14837.43
Fiduciary Fund Salaries Finance	0.00	9636.70
Fiduciary Fund Salaries Community Dev.	0.00	5323.23
Fiduciary Fund Long Term Dis Administration	0.00	116.60
Fiduciary Fund Long Term Dis Finance	0.00	114.77
Fiduciary Fund Long Term Dis Community Dev.	0.00	48.84
Fiduciary Fund DENTAL INSURANCE City Council	0.00	212.72
Fiduciary Fund DENTAL INSURANCE Administration	0.00	93.07
Fiduciary Fund DENTAL INSURANCE Finance	0.00	39.89
Fiduciary Fund DENTAL INSURANCE Community Dev.	0.00	26.59
Fiduciary Fund VISION INSURANCE City Council	0.00	39.94
Fiduciary Fund VISION INSURANCE Administration	0.00	17.47
Fiduciary Fund VISION INSURANCE Finance	0.00	7.49
Fiduciary Fund VISION INSURANCE Community Dev.	0.00	5.00
Fiduciary Fund Life Insurance Administration	0.00	26.22
Fiduciary Fund Life Insurance Finance	0.00	18.11
Fiduciary Fund Life Insurance Community Dev.	0.00	17.62
Fiduciary Fund Health Benefits City Council	0.00	3165.30
Fiduciary Fund Health Benefits Administration	0.00	2057.45
Fiduciary Fund Health Benefits Finance	0.00	949.59
Fiduciary Fund Health Benefits Community Dev.	0.00	633.06
Fiduciary Fund PERS - Retire. City Council	0.00	72.57
Fiduciary Fund PERS - Retire. Administration	0.00	2112.56
Fiduciary Fund PERS - Retire. Finance	0.00	1942.59
Fiduciary Fund PERS - Retire. Community Dev.	0.00	1073.07
Fiduciary Fund DEFERRED COMP City Council	0.00	240.00
Fiduciary Fund DEFERRED COMP Administration	0.00	90.00
Fiduciary Fund DEFERRED COMP Finance	0.00	90.00
Fiduciary Fund DEFERRED COMP Community Dev.	0.00	60.00
Fiduciary Fund FICA/Medicare City Council	0.00	212.70
Fiduciary Fund FICA/Medicare Administration	0.00	243.39
Fiduciary Fund FICA/Medicare Finance	0.00	157.44
Fiduciary Fund FICA/Medicare Community Dev.	0.00	85.65
Fiduciary Fund Council Meeting City Council	0.00	900.00
Fiduciary Fund Finance Audit Finance	0.00	5000.00
Fiduciary Fund Finance Srvc Finance	0.00	15000.00
Fiduciary Fund Finance Tech Administration	0.00	250.00
Fiduciary Fund Finance Tech Finance	0.00	250.00
Fiduciary Fund ATTORNEY/CONTRA Attorney	0.00	14000.00
Fiduciary Fund Seaside Settle Non Department	0.00	364522.00
Fiduciary Fund Fire/Theft Ins Government Bldg	0.00	250.00
Fiduciary Fund Liability Ins City Council	0.00	625.00
Fiduciary Fund Liability Ins Administration	0.00	625.00
Fiduciary Fund Liability Ins Finance	0.00	625.00
Fiduciary Fund Liability Ins Community Dev.	0.00	625.00
Fiduciary Fund Misc. Expense Non Department	0.00	1439.00
Fiduciary Fund Office Supplies Non Department	0.00	500.00
Fiduciary Fund Workmans Comp. City Council	0.00	150.00
Fiduciary Fund Workmans Comp. Administration	0.00	450.00
Fiduciary Fund Workmans Comp. Finance	0.00	250.00
Fiduciary Fund Workmans Comp. Community Dev.	0.00	250.00
Fiduciary Fund EXERCISE PROG City Council	0.00	54.00
Fiduciary Fund EXERCISE PROG Administration	0.00	63.00
Fiduciary Fund EXERCISE PROG Finance	0.00	9.00
Fiduciary Fund Bond Expenses Non Department	0.00	4025.00
Fiduciary Fund 2017A Interest Non Department	0.00	57356.25
Fiduciary Fund TAXABLE BND INT Non Department	0.00	27312.50
Total Expenditures	0.00	540157.81
Net Surplus	168.68	1156519.45

REPORT.: 03/31/20
RUN...: 03/31/20
Run By.: DEVON

SUCCESSOR AGENCY
Balance Sheet Report
FUND 40 - Fiduciary Fund

PAGE: 003
ID #: GLBS
CTL.: SUC

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

Assets

1005	Tax Increment Account	513,798.44	
1025	2008 TAX EXEMPT CD #6998114883	526,647.14	
1026	2008 TAX EXEMPT CD # 535671579	531,983.15	
1070	2008B RESERVE ACCOUNT	224,987.29	
1072	2008B Debt Service Fund	33.32	
1073	2008B-INTEREST ACCOUNT-BONDS	3.24	
1085	2017 Debt Service Fund	45.86	
1291	Land	1,100,000.26	
1293	FURNITURE AND FIXTURES	40,218.25	
1297	SIGNS AND LANDSCAPING	182,630.99	
1300	ACCUMULATED DEPRECIATION	-221,907.99	
	Total of Assets ---->	2,898,439.95	<u>2,898,439.95</u>

Liabilities

2045	REFUNDABLE FEES	1,455,000.00	
2330	GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	
2455	LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	
2460	ADVANCES COP REIMBURSEMENTS	1,454,766.42	
2485	SERIES B BONDS	780,000.00	
2490	Refunding Bonds, Series 2017	3,710,000.00	
	Total of Liabilities ---->	15,675,824.33	

FUND Balances

3400	Unappropriated Fund Balance	-13,933,903.83	
	CURRENT EARNINGS	1,156,519.45	
	Total of FUND Balances ---->	-12,777,384.38	<u>2,898,439.95</u>

Ending Calendar Date.: March 31, 2020 Fiscal (09-20)

	CURRENT MONTH	YEAR TO DATE
Revenues		
Fiduciary Fund RPTTF Non Department	0.00	1648598.00
Fiduciary Fund 2008A-TAX EXEMP Non Department	9.06	45.97
Fiduciary Fund 2008B-TAXABLE Non Department	26.90	315.36
Fiduciary Fund GAIN/LOSS PROPT Non Department	0.00	46371.31
Fiduciary Fund TAXEXEMPT INT. Non Department	42.64	402.79
Fiduciary Fund TAX INCR INTER Non Department	90.08	943.83
Gross Revenues	168.68	1696677.26

Expenditures		
Fiduciary Fund Contract Srvcs Community Dev.	0.00	1500.00
Fiduciary Fund Mileage/Auto City Council	0.00	120.00
Fiduciary Fund Mileage/Auto Administration	0.00	150.00
Fiduciary Fund Mileage/Auto Finance	0.00	90.00
Fiduciary Fund Salaries Administration	0.00	14837.43
Fiduciary Fund Salaries Finance	0.00	9636.70
Fiduciary Fund Salaries Community Dev.	0.00	5323.23
Fiduciary Fund Long Term Dis Administration	0.00	116.60
Fiduciary Fund Long Term Dis Finance	0.00	114.77
Fiduciary Fund Long Term Dis Community Dev.	0.00	48.84
Fiduciary Fund DENTAL INSURANCE City Council	0.00	212.72
Fiduciary Fund DENTAL INSURANCE Administration	0.00	93.07
Fiduciary Fund DENTAL INSURANCE Finance	0.00	39.89
Fiduciary Fund DENTAL INSURANCE Community Dev.	0.00	26.59
Fiduciary Fund VISION INSURANCE City Council	0.00	39.94
Fiduciary Fund VISION INSURANCE Administration	0.00	17.47
Fiduciary Fund VISION INSURANCE Finance	0.00	7.49
Fiduciary Fund VISION INSURANCE Community Dev.	0.00	5.00
Fiduciary Fund Life Insurance Administration	0.00	26.22
Fiduciary Fund Life Insurance Finance	0.00	18.11
Fiduciary Fund Life Insurance Community Dev.	0.00	17.62
Fiduciary Fund Health Benefits City Council	0.00	3165.30
Fiduciary Fund Health Benefits Administration	0.00	2057.45
Fiduciary Fund Health Benefits Finance	0.00	949.59
Fiduciary Fund Health Benefits Community Dev.	0.00	633.06
Fiduciary Fund PERS - Retire. City Council	0.00	72.57
Fiduciary Fund PERS - Retire. Administration	0.00	2112.56
Fiduciary Fund PERS - Retire. Finance	0.00	1942.59
Fiduciary Fund PERS - Retire. Community Dev.	0.00	1073.07
Fiduciary Fund DEFERRED COMP City Council	0.00	240.00
Fiduciary Fund DEFERRED COMP Administration	0.00	90.00
Fiduciary Fund DEFERRED COMP Finance	0.00	90.00
Fiduciary Fund DEFERRED COMP Community Dev.	0.00	60.00
Fiduciary Fund FICA/Medicare City Council	0.00	212.70
Fiduciary Fund FICA/Medicare Administration	0.00	243.39
Fiduciary Fund FICA/Medicare Finance	0.00	157.44
Fiduciary Fund FICA/Medicare Community Dev.	0.00	85.65
Fiduciary Fund Council Meeting City Council	0.00	900.00
Fiduciary Fund Finance Audit Finance	0.00	5000.00
Fiduciary Fund Finance Srvc Finance	0.00	15000.00
Fiduciary Fund Finance Tech Administration	0.00	250.00
Fiduciary Fund Finance Tech Finance	0.00	250.00
Fiduciary Fund ATTORNEY/CONTRA Attorney	0.00	14000.00
Fiduciary Fund Seaside Settle Non Department	0.00	364522.00
Fiduciary Fund Fire/Theft Ins Government Bldg	0.00	250.00
Fiduciary Fund Liability Ins City Council	0.00	625.00
Fiduciary Fund Liability Ins Administration	0.00	625.00
Fiduciary Fund Liability Ins Finance	0.00	625.00
Fiduciary Fund Liability Ins Community Dev.	0.00	625.00
Fiduciary Fund Misc. Expense Non Department	0.00	1439.00
Fiduciary Fund Office Supplies Non Department	0.00	500.00
Fiduciary Fund Workmans Comp. City Council	0.00	150.00
Fiduciary Fund Workmans Comp. Administration	0.00	450.00
Fiduciary Fund Workmans Comp. Finance	0.00	250.00
Fiduciary Fund Workmans Comp. Community Dev.	0.00	250.00
Fiduciary Fund EXERCISE PROG City Council	0.00	54.00
Fiduciary Fund EXERCISE PROG Administration	0.00	63.00
Fiduciary Fund EXERCISE PROG Finance	0.00	9.00
Fiduciary Fund Bond Expenses Non Department	0.00	4025.00
Fiduciary Fund 2017A Interest Non Department	0.00	57356.25
Fiduciary Fund TAXABLE BND INT Non Department	0.00	27312.50
Total Expenditures	0.00	540157.81
Net Surplus	168.68	1156519.45

REPORT.: Mar 31 20 Tuesday
 RUN...: 03/31/20 Time: 10:32
 Run By.: Devon Lazzarino

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 03-20

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

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	03-20	03/31/20	00389	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST MARCH 2020 INTEREST Receipt Date: 03/31/20 MECHANICS BANK	Db: 40 1025 Cr: 40 4435 00	21.21
			00390	C	Mis	PRP01	Issued..: T0 (DEVON) Mar 31 2020 07:59 am Devon Lazzarino PROPERTY TAX INCREMENT MARCH 2020 INTEREST Receipt Date: 03/31/20 Paid by: MECHANICS BANK	Db: 40 1005 Cr: 40 4450 00	90.08
			00391	C	Mis	BND05	Issued..: T0 (DEVON) Mar 31 2020 08:02 am Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST MARCH 2020 INTEREST Receipt Date: 03/31/20 Paid by: MECHANICS BANK Issued..: T0 (DEVON) Mar 31 2020 08:29 am Devon Lazzarino	Db: 40 1026 Cr: 40 4435 00	21.43
Day 03/31/20 Total ---->									132.72
Period 03-20 Total ---->									132.72
Register 000 Total ---->									132.72
Total of All Registers ---->									132.72

Register Activity Report
For Period: 03-20

Reg	Period	Date	[A] - Cash	[B] - Non-Cash	[C] -	E.F.T.	[A]+[B]+[C]
000	03-20	03/31/20	132.72	0.00		0.00	132.72
000	Total	----->	132.72	0.00		0.00	132.72
Report	Total	----->	132.72	0.00		0.00	132.72

AGENDA ITEM

5C



City of Sand City

Agenda Item <u>5C</u>

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: May 12, 2020
SUBJECT: Amended Service Agreement with 4Leaf

Discussion:

4LEAF has been providing plan check and inspections services to the City for the South of Tioga project since September 24, 2019. The current Agreement is set to expire on June 30, 2020, and it is in the best interest of the City to continue operating under the existing agreement through June 30, 2021.

CEQA

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

Fiscal Impact:

There is no change in the fiscal impact of the service contract. Any necessary fiscal year 2019/2020 budget amendments to reflect the current expenses, and proposed expenses for the fiscal year 2020/2021 in accordance with the terms and conditions Service Agreement with a cost not to exceed \$340,000 will be made. The Fiscal Year 2019/2020 service agreement expenses thus far have been \$8,260.00.

Recommendation:

Staff recommends that the City Council approve the City Manager to amend Section 1 of the Agreement to Extend the term of the agreement to expire on June 30, 2021.

CITY OF SAND CITY

RESOLUTION NO. 20-_____, 2020

**AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH
4LEAF AND EXTEND IT UNTIL JUNE 30, 2021**

WHEREAS, 4LEAF has been providing plan check and inspections services to the City for the South of Tioga project (“Agreement”) since September 24, 2019; and

WHEREAS, the current Agreement is set to expire on June 30, 2020; and

WHEREAS, it is in the best interest of the City to continue operating under the existing agreement through June 30, 2021; and

WHEREAS, this does not constitute a “Project” under California Environmental Quality Act (CEQA) Guidelines Section 15378.

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

1. The Council authorizes the City Manager to amend Section 1 of the Agreement to Extend the term of the agreement to expire on June 30, 2021.
2. All future expenses will be in accordance with the approved terms of the Agreement with a cost not to exceed \$340,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, Acting City Clerk

CITY OF SAND CITY

RESOLUTION SC _____ 19-70 _____, 2019

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING
THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
4-LEAF, INC. TO PROVIDE PLAN CHECK AND INSPECTION SERVICES
TO THE CITY OF SAND CITY FOR THE SOUTH OF TIOGA PROJECT**

WHEREAS, the South of Tioga development project, inclusive of a 4-story 216 guestroom hotel and several 5 to 7 story multi-family residential buildings and parking structures with a total of 356 dwelling units located on an approximate 10.64 acre site abutting the intersection of California Avenue and Tioga Avenue, will need to submit construction drawings to the City of Sand City (the "City") for plan check examination that is necessary prior to the City's issuance of building permits for this South of Tioga development project; and

WHEREAS, even though the City of Monterey has provided quality and professional building inspection and plan check services to the City of Sand City on an "as needed" basis since 1994, the scope and scale of the South of Tioga development project will require services and manpower that exceed the current capabilities of Monterey's Building Department; and

WHEREAS, the City of Sand City sent out a request for qualifications (the "RFQ") for plan check examination and construction inspection services for the South of Tioga development project; and

WHEREAS, in response to the RFQ, only two firms responded, which were 4-Leaf, Inc. (hereinafter "4-Leaf") and CSG Consultants, where it was the consensus of the City's RFQ review team that 4-Leaf was better suited to provide the needed plan check and inspection services for the City in regard to the South of Tioga project; and

WHEREAS, 4-Leaf has extensive experience, knowledge, and manpower, as demonstrated in its RFQ response, to provide the necessary plan check examination and construction inspection services for the South of Tioga development project; and

WHEREAS, the service agreement with 4-Leaf (hereinafter the "Service Agreement"), attached hereto as Resolution Exhibit A and incorporated herein by this reference, is justified and necessary to secure the appropriate knowledge, experience, and manpower to successfully and efficiently perform plan check examination and construction inspection services for the South of Tioga development project; and

WHEREAS, certain plan check and/or construction inspection services activities may still be performed by City personnel and/or other City consultants as deemed appropriate and necessary by the City; and

WHEREAS, the City shall, within the limits of the law, maintain authority over final determination(s) regarding plan check and inspection reviews, comments, and requirements of the South of Tioga development project; and

WHEREAS, authorization and execution of a service contract does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines, section 15378 and section 15060(c)(2) & (3) as it will have no direct or indirect physical change to the environment.

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

- 1. The City's Mayor and Acting City Manager are hereby authorized to enter into a professional Service Agreement, attached hereto as Resolution Exhibit 'A' and incorporated herein by this reference, with 4-Leaf, Inc. to provide plan check examination and construction inspection services to the City of Sand City for the South of Tioga development project, in accordance with the terms and conditions of the Service Agreement with a cost not to exceed \$340,000.
- 2. The term of the Service Agreement shall begin on September 24, 2019 and shall end on June 30, 2020, unless it is terminated by either party in accordance with the terms specified within the Service Agreement. This Service Agreement may be reviewed and renewed annually until completion of the last development phase of the South of Tioga Project.
- 3. 4-Leaf, Inc. shall maintain a current Sand City Business License throughout the term of the Service Agreement.

PASSED AND ADOPTED by the City Council of Sand City this 24th day of September, 2019, by the following vote:

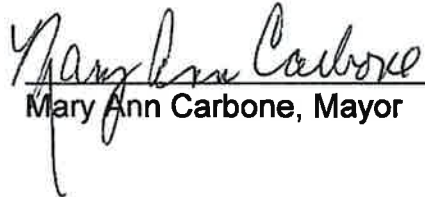
AYES: Council Member Blackwelder, Sofer, Cruz, Carbone
 NOES: None
 ABSENT: Council Member Hawthorne
 ABSTAIN: None

ATTEST:



 Connie Horca, Deputy City Clerk

APPROVED:



 Mary Ann Carbone, Mayor

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT**

This Agreement made this 24th day of September, 2019 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and 4LEAF, Inc. a California Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on September 24, 2019 and shall end on June 30, 2020, unless it is terminated by either party in accordance with the terms specified within this Agreement. This agreement may be reviewed and renewed annually until the completion of the last development phase of the South of Tioga Project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at it 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 three hundred and forty thousand dollars (\$340,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000.00). 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 a 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.

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 has 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

XVIII. LICENSES

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

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that 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)

Kevin Duggan
(Typed Name)

President
(Title)

CITY OF SAND CITY


Linda Scholink, Acting City Manager

ATTEST:


Connie Horca/Deputy City Clerk

APPROVED AS TO FORM:
City Attorney

By: 

Attachments:

**Exhibit A
Exhibit B
Exhibit C**

**Consultant's Proposal
Consultant's Fee Schedule
Insurance Requirements**

EXHIBIT A
CONSULTANT'S PROPOSAL



City of Sand City
City Hall
1 Pendergrass Way
Sand City, CA 93955
Attn: Fred Meurer, Interim City Administrator

February 28, 2019

RE: Qualifications to Provide Professional Services for the South of Tioga Development Project

Dear Mr. Meurer,

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our proposal to provide Professional Services for the South of Tioga Development for the City of Sand City. 4LEAF has been providing these services for numerous public and private clients in California for more than 20 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

Monterey Peninsula Experience

4LEAF is currently under contract with the City of Monterey and has local staff ready to serve the City of Sand City. Some of our completed or in progress projects with the City of Monterey include:

- 484 Cannery Row (~\$120 Million)
- Portola Hotel and Conference Center (~\$35 Million)
- Monterey Motorsport Park (~\$10.5 Million)

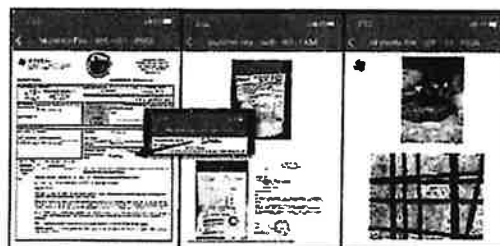
Mixed-Use Project Experience

4LEAF is the Building and Safety Industry leader in Mixed-Use Project Plan Review and Inspections. 4LEAF has worked on some of the Country's largest projects and programs including Waterfront Office Campuses, Casinos, Hotels, and Parking Garages. Some of our highlight projects include:

- | | |
|--|---|
| • Apple Campus 2 (\$6 Billion) | • San Jose State University (\$900 Million) |
| • Wynn Resorts (\$2.5 Billion) | • Taube-Koret Palo Alto (\$350 Million) |
| • VMware Campus (\$1.2 Billion) | • California Polytechnic University (\$350 Million) |
| • San Mateo County PDU (\$900 Million) | • Main Street Cupertino (\$300 Million) |

Approach

Our team will begin closing out the project from the day we start the project. The 4LEAF team is seasoned with reviewing RFI's in the field within 24 hours to keep projects on schedule. Our exemplary record keeping and project tracking allows us to keep our client informed in real-time. Our inspection program GoFormz interfaces with all the popular Building software systems. In addition, 4LEAF will provide the City a monthly report including a list of all the prime contractors and subcontractors. This also includes updates on construction activity and pictures of each project and its progress.



Proposed Team

Our team has the requisite experience in building, accessibility, fire, public works, civil engineering, and stormwater. Each member of the team has worked on large projects and will live locally to ensure the City has access to our team on short notice to satisfy overtime or emergency field requests. We are happy to team with the following subconsultants Oracle Public Sector (Municipal Software) Freyer & Laureta (Civil Engineering and Traffic Engineering) and Sandis (Stormwater):



Deliverables

4LEAF has assembled a very experienced pre-construction and construction team that is dedicated and experienced with aggressive construction schedules. 4LEAF has the depth of resources including the ability to "ramp up" during peak construction activity utilizing our flexible staffing model. 4LEAF has been instrumental in providing the organized document control required for project close-out as well as providing the City Administration team with professional closeout documentation complete with special inspection reports, building inspection reports, affidavits, etc. We have provided a sample closeout package in Appendix A of our Qualifications package for your review.

Leadership

The contract with the City of Sand City will be managed by Craig Tole. Craig has a proven track record of success with cities and counties neighboring the City of Sand City. Craig's contact information is as follows:

4LEAF, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Office: (925) 462-5959
Fax: (925) 462-5958
Email: ctole@4leafinc.com

We appreciate this opportunity to present our qualifications. This proposal shall remain valid for 120 days from the due date. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,
4LEAF, Inc.

Craig Tole
Director of Development Services



Section 2: Approach

Program Experience for Large Developments

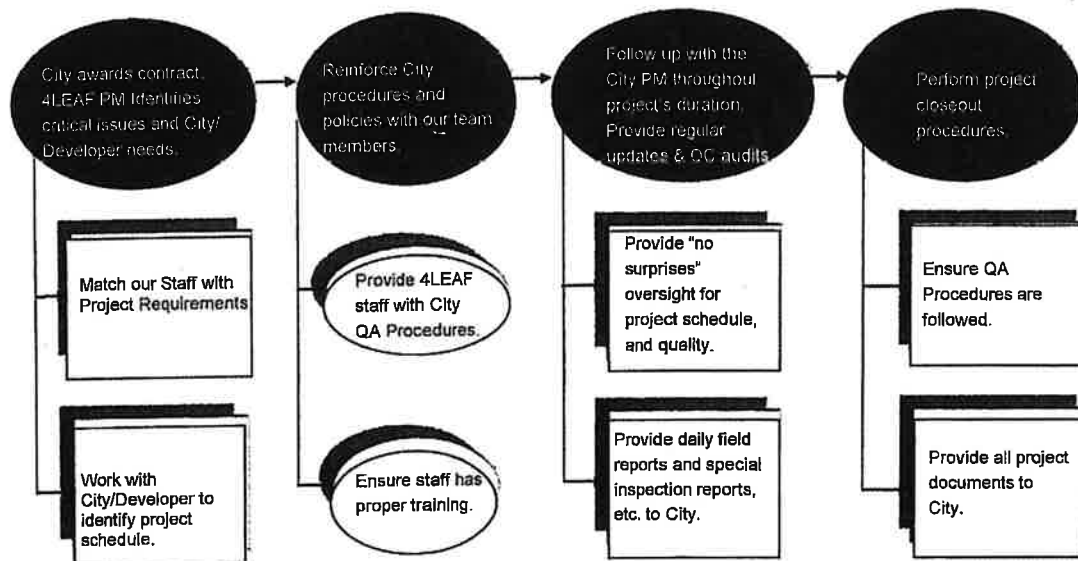
4LEAF has an established and effective Quality Assurance Program for Developer-funded and high-profile projects. 4LEAF plan reviews approximately 10,000 plans each year and has the depth of experience in providing plan reviews (including fire review) and the performance of inspection services (Building and Public Works) to those very same clientele. 4LEAF has implemented our Quality Assurance Program with the respective municipalities on a number of high-profile "Developer Funded" projects, including:

- Apple Campus 2 - Cupertino, CA
- Encore Boston Harbor Waterfront Resort – Everett, MA
- VMware – Palo Alto, CA
- Taube-Koret Campus for Jewish Living – Palo Alto, CA
- Main Street Cupertino, Cupertino, CA
- Project Development Unit, County of San Mateo
- Sonoma County Fire Recovery Program, Santa Rosa, CA
- California Department of Parks and Recreation, Statewide CA

Quality Assurance Program

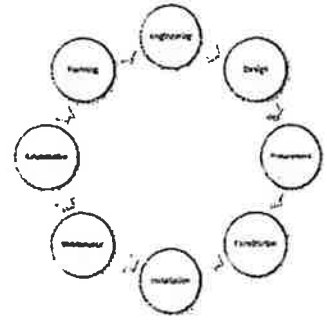
4LEAF's Quality Assurance Program as implemented with similar clientele is as follows:

Since our inception, 4LEAF has excelled in providing plan review, construction management, and inspection services to more than 200 municipal clients including private entities, cities, counties, state, and Federal agencies. Having worked with many public agencies, we know how to accomplish the roles of plans examiner, construction manager, Inspector of Record, and construction inspector on projects of all sizes, durations, and complexities from conception to completion. We realize it's not an easy task, procedures must be followed, and documentation must be maintained in order to properly close out a project. We are not satisfied with just knowing how to do our job, we want to continue to improve our efficiency. 4LEAF is dedicated to improving the effectiveness of our methodology which will assist you in achieving your goals. Our general methodology for performing plan review and inspection services on construction projects is outlined below.





We understand that an effective Quality Assurance (QA) program is absolutely necessary to deliver a quality project, and that the program has a place in each stage of the project's life. The accompanying graphic illustrates how QA and Quality Control (QC) are the heart of any project.



We believe that quality and safety must be maintained as the ultimate priority of every person involved in a project. Without quality, the other elements of the project simply don't matter.

We agree with the definition of an effective Quality Management System as "not just one where good products and services are delivered." Rather, it is one that continuously seeks to improve the products and services being delivered and the corresponding delivery processes used by the organization.

4LEAF's commitment to City is that, if selected, we will work alongside you to develop, establish, implement, and maintain project-specific QA procedures that meet or surpass City standards.

- We will ensure QA Plan compliance throughout the project's duration.
- We will monitor and assist with QA deviations/non-compliance actions until resolved.
- We will systematically and continually review plan review, inspection procedures, and activities for compliance with the procedures.
- We will implement and maintain effective procedures to ensure that all complies with requirements.
- Our QA program will emphasize both preventative and verification activities. We will conduct and formally document verification processes, including both daily and weekly review of documents and maintenance of checklists and/or logs for control of documentation.
- We will provide weekly updated plan review inventory logs and inspection reports to City.

We understand that **our role is to be an advocate on behalf of the City of Sand City** and represent your best interests. 4LEAF's team will function as an extension of the City's staff, seamlessly integrating with the personnel and practices established by Sand City, while adding the perspective and expertise that 4LEAF can offer. Our corporate philosophy, which we have successfully accomplished again and again, is to fully integrate our staff with our client's staff and be accepted as an essential part of the project.



Our proposed Project Manager will support the project by periodically meeting with Sand City's dedicated point of contact to identify areas where we can improve our services and confirm we are meeting the City's needs.

Streamlining

4LEAF has vast experience with large and high-profile projects. Some of our strategies for streamlining the review process and supporting a fast track schedule include having the design professional determine which items can be deferred. This is particularly important with long lead-time items that have long lead times such as fire protection systems. Phased approvals are recommended starting with the foundation and underground utilities, followed by the shell and core and finally the fit-out.



Approach

4LEAF has a team of more than 180 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. We plan to phase a team of the highest quality pre-construction and construction team with a proven track record of project success. 4LEAF has several staff committed to work in the Monterey Peninsula and will remain for the duration of the project to ensure we capture the goals and performance that have made our inspection system successful. 4LEAF plans to:

- Provide you with the "depth of resources" of **highly qualified, experienced professionals** necessary for this project, personnel who are registered, certified or has a license and can effectively collaborate with the City' Project Managers, design team, and contractors.
- Utilize **innovative technology** that will enhance our open lines of communication with the City and design team that will interface with the City's technology systems and software platforms.
- Make our team available during the **Construction Document** and **Construction Administration** phases of the project which will expedite issues that may arise.
- Have a well-planned approach throughout the Pre-Construction Phase, Construction Phase, and Closeout Phase to ensure we begin the preparations to close the project out from the day we begin.
- Partner with reputable subconsultants for expertise in areas like Storm Water Pollution Prevention, Traffic Engineering, etc.

Pre-Construction Phase

4LEAF has been preparing to provide the Development services on this job since its announcement. As a uniquely qualified firm with experience with Universities, Public Works, and Municipal Building Departments, our experience includes large-scale inspection staffing on large complex projects. 4LEAF has the depth of resources, industry relationships, and the experience to provide the City's jurisdictional duties and responsibilities with excellence while providing a collaborative "can do" attitude to facilitate the project's scheduling needs.

1. Relationships

4LEAF will take the time to meet all of the stakeholders for this development project. We want to work alongside members of the City including City Personnel, Fire Personnel, General Contractor's Project Managers, Superintendents, and Project Managers. Our first goal would be to sit with the Construction Management team to discuss to goals of the department and then attend all pre-construction meetings to discuss the code required position of the City's team to gain a complete understanding prior to construction and set the expectations of the City. We will want to learn which projects can be handled by the same IOR to maximize the efficiency of our team and help the City control costs.

2. Staffing

One of the most challenging aspects of providing the development services for large-scale complex projects like this City Housing is providing the right qualified people at the right time. The project will require a significant ramp up in level of effort for the provision of inspectors. With more than 180 inspectors (Building, Fire, and Public Works) on staff, 4LEAF has the depth of resources to ramp up or ramp down to handle the demand of this project. 4LEAF has many clients that require 4LEAF to maintain an extensive database of qualified inspectors of various skill levels. Currently, 4LEAF provides the inspection services for many municipalities that have projects requiring multiple Inspectors. 4LEAF also manages statewide contracts that requires 4LEAF to staff projects and hundreds of separate work-orders throughout the State of California for projects of various durations from one month to multiple full-time inspections for multiple years.



4LEAF has established our team based on the scope outlined in the RFQ. We have been proactive in our approach to staffing this project. In anticipation of this work, 4LEAF is committed to allocating the resources outlined below.

Role	Personnel
Complete Plan Review	4LEAF (Farheen Sultana, SE, Scott Martin, PE, Joseph Nicolas, PE, Marcus Johnson, MEP, Gene Ferrero, MEP)
Complete Building Inspection	4LEAF (Christopher Fowler, CBO, Jeffrey Rocca)
Complete Building Official	4LEAF (Michael Leontiades, CBO)
Complete Public Works Inspection	4LEAF (Anthony Fanucci, Delrae Violetti, Ray Gary)
Complete Fire Plan Review & Inspection Services	4LEAF (Gib Moush, FPE, Flora Chen, FPE, Ron Griesenger, and Christopher Fowler, CBO)
Complete ADA Plan Review Services	4LEAF (Mike Anderson, CASp)
Complete Disabled Access Plan Review	4LEAF (Mike Anderson, CASp)
Complete ADA/Disabled Access Inspection	4LEAF (Brent Hipsher, CASp)
Record Keeping System and Coordination	4LEAF (Traci Caton)
Complete Civil Engineering Services	Freyer & Laretta (Subconsultant)
Complete Traffic Engineering	Freyer & Laretta (Subconsultant)
Complete Storm Water Inspection	Sandis (Subconsultant)

4LEAF's Project Management team worked with our other clientele to create a flexible schedule to allow them time and opportunities to spend time researching, organizing, and facilitating the needs of the large project part-time in addition to their normal work duties in order to have the most up to date knowledge and preparation.

3. Meetings

This project requires detailed organization and substantial organizational meetings. Our Lead Inspectors will propose to meet with Superintendents and their Quality Control Managers daily to understand the most pressing need for inspections. Our team will be available for same-day inspection requests and propose to attend General Contractor's to create a team building approach. This includes meeting and establishing rapport with the City's designated Inspection Manager to establish consistent inspection protocols and communication.

4. Plan Review Page Turning

4LEAF's Plan Review Management team and Lead Plans Examiner will meet with the design team and City to determine a mutually agreed upon schedule. Prior to the review, we recommend a full day page turning session with the design team to talk about large items of concern that we can address prior to starting the review. We will also aim to build a great rapport between the review team and the design team so there can be an open line of communication during the review process so we can help expedite the plan review schedule. We can also discuss the use of technology such as our EZPlan Review portal and the use of Bluebeam to review the plans electronically if the City desires.



Plan Review Services

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted ICC Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances.

Off-Site Review Work Plan

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data.
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25.
- Performing reviews such as Structural, MEP, Green Building, Fire and Life Safety, Grading and Drainage.
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws.
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry.
- Providing additional plan review services as requested by the City.
- Conducting all plan review at the City Department or, as needed, at a site mutually agreed upon in writing.
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, users have access to view their electronically uploaded plans that 4LEAF digitally stamps upon project approval. With the use of EZPlan Review, 4LEAF to provide a level of ease and transparency during the plan review process.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The Clients can view 4LEAF's plan





review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC-Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and local jurisdiction amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Sample Tracking Log

Below is a snapshot of 4LEAF's EZPlan Review Portal.

4LEAF #	Permit #	Project Address	Project Name	Description	Expedite	Details	Due Date	EPC	PCity	Status	Date Returned
556-18-001	05164201 (B-4L) PSA#161	UCD	Maple Suite 120 Revamp		N	02-24-2018	04-27-2018	N	P	RD	
556-18-002	0534500 (B-4L) PSA#116 (L-1000)	UCD	ValTire Drive Tr. outmart	Project Discontinued	N	06-13-2018	06-06-2018	N	P	P	
556-18-003	06741201 (B-4L) PSA#171	UCD	GSF Report 4010 Corral		N	09-13-2018	09-26-2018	N	P	P	
556-18-004	06361001 (B-4L) PSA#151	207 3rd Street	3rd St. Street Revamp	Re-novate one section	N	05-24-2018	05-29-2018	N	P	RR	
556-18-005	2507260 (B-4L) PSA#152	UC, Open	St. John's Library Station	Letter of final report	N	08-13-2018	08-21-2018	N	P	RD	
556-18-006	06294701 (B-4L) PSA#121	Young Hall, LAC DMS	Young Hall Room 310	Demolition/renovating	N	09-04-2018	08-10-2018	N	P	AP	

Electronic Plan Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.

Additional Technologies

Having served more than 100 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies include but are not limited to:





Construction Phase

With the goal of completion by the Fall of 2020, 4LEAF plans to work with the City and the Construction Project Managers to draft an inspection staffing plan that mirrors the construction activity of the contractors. Our intent is to provide a flexible staffing model with a team of inspectors that can “ramp-up” and “ramp-down” based upon the construction activity on-site to be consistent with our proposed cost proposal. 4LEAF anticipates up to four different inspectors for the projects listed, but can meet the demands of additional inspectors, even on short notice or for short durations. 4LEAF will coordinate with the City’s Construction Management team to maximize the use of all inspection personnel to cover projects. All staffing will be coordinated through 4LEAF’s Executive Project Manager, Craig Tole. Craig has been with 4LEAF for more than 13 years in the capacity of inspection manager and has recruited, hired, and managed more than 80% of 4LEAF’s team of inspectors. Craig will continue to attend regular meetings with our Project Manager and Building Official in order to fill inspection requests expeditiously. 4LEAF has the depth of resources to staff this job immediately with current 4LEAF employed inspection personnel.

1. Office Set-Up and Requisition of Equipment

Upon contract award, 4LEAF will immediately begin mobilizing and set up our offices at the site. 4LEAF will establish our Code and Regulation Library and requisition the proper equipment such as iPad’s with the current building codes loaded on each device.

2. Safety Training

4LEAF will coordinate with the Prime Contractors Safety Manager and schedule all 4LEAF staff to attend any mandatory safety training. As we transition in new team members, our project leads will facilitate all new inspectors to complete the mandated safety training as well. 4LEAF also has our own training program which includes Fall Protection; Personal Protective Equipment; Slips, Trips, and Falls, Ladder Safety, Electrical Safety, and Heat Illness Prevention. Our Safety Coordinator will email all of our updated safety records with the selected General Contractor.

3. Project Staffing

4LEAF will continue to monitor the progress of the job in conjunction with the inspection requests. 4LEAF will scale the inspectional services based upon the demand of the job to ensure the “right” amount of staff is there to ensure construction activity is meeting the current adopted codes and the requirements of the contract documents.

4. Reports

4LEAF’s Administration team will keep daily activity logs and prepare detailed monthly reports of the construction activity including progress of work completed in percentage form. This report will be detailed to identify contractors, subcontractors, progress of work, pictures, and detailed explanations of the field activities. This report will be distributed to the Construction Management team and City stakeholders.

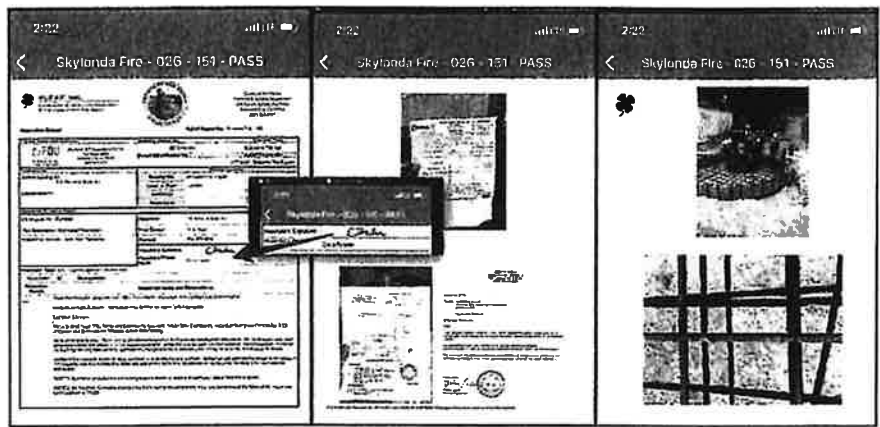
5. Real Time Inspections

4LEAF proposes to use GoFormz for documenting inspections. 4LEAF’s Inspection Form is already available in GoFormz and can be accessed by simply downloading the application to your iPad or Mobile Device.



Building Inspection Technology

4LEAF has extensive experience working with various inspection reporting technologies, including GoFormz which 4LEAF is currently using for the following projects; Apple 2 Campus (~\$6 Billion), Wynn Casino (~\$2.5 Billion), San Mateo County Project Development Unit (~\$1 Billion), and San Jose State University (~\$1 Billion). GoFormz allows every piece of information collected on a project to be accessible by all staff as every inspection report is stored securely and safely in the cloud. The information can be accessed through a user's web account where any inspection report can be viewed and reports can be ran using stored project data. With GoFormz, 4LEAF inspectors are able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to reports to show the items inspected. By means of an iPad, inspectors sign reports using a mobile signature block and attached pictures of the item inspected that were taken using the iPad.



Work Order Tracking

4LEAF's Project Manager will submit a monthly Work Order to include the following information:

- Notice to Proceed (NTP) Date
- Work Order Status
- Schedule
- Budget
- Expended Amount to Date
- Remaining Budget to Date
- Pertinent Comments

Monthly Expenditure Reports

4LEAF's Project Manager will submit a monthly expenditure report for each Work Order to include the following information:

- Percent complete
- Percent expended
- Brief summary of monthly activity
- Identification of problem areas

In addition to those listed, the monthly expenditure report will include a Work Order summary, a list summarizing budget and status, and a monthly invoice summary (i.e. invoiced this month, prior amount invoiced, billed to date, etc.).

EXHIBIT B
CONSULTANT'S FEE SCHEDULE



Pricing Structure

Pre-Construction Services (4LEAF Plan Review)

4LEAF will negotiate a lump sum agreement with the City for Plan Review Services. 4LEAF will schedule meetings with the design team for “page-turning sessions” at no additional charge. This will allow for an expedited review where all the large design issues and be discussed and worked out prior to review.

Construction Services (4LEAF Inspection)

4LEAF will negotiate hourly fees for all staff augmentation scopes to be performed on a time and materials basis. This includes the utilization of our stormwater subconsultant Sandis and our Civil and Traffic Engineering subconsultant Freyer and Laurretta.

Municipal Software (Oracle Public Sector)

We recommend the City partner with Oracle Public Sector for Municipal Software solutions. This would be independent of an agreement with 4LEAF, however we would be happy to arrange a meeting for the City of Sand City and Oracle Public Sector to development a system for the management of this project and future permitting.



4LEAF FEE SCHEDULE & BASIS OF CHARGES

Plan Review Services*

Plan Review (Building, Accessibility, Fire, & Civil) \$ 160 per hour

*4LEAF's preference is to negotiate a flat fee for the entire plan review

Inspection Services*

Lead Inspector/Fire Inspector/Building Official \$ 140 per hour
 Assistant Inspector/CASp Inspection \$ 120 per hour
 Fire Inspection \$ 155 per hour
 Public Works Inspector (Prevailing Wage) \$ 149 per hour

Administrative Services

On-Site Permit Manager \$ 90 per hour
 GoFormz Software \$ 30 per use
 Project Manager/Principal-in-Charge \$175 per hour
 Mileage (for inspections performed within the City) IRS Rate + 20%

***All Fees Subject to Basis of Charges**

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Plan review turn-around times are negotiable
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- 4LEAF assumes that these rates reflect the 2019-2020 contract period. 3% escalation for 2021 is negotiable.
- Overtime and Premium time will be charged as follows:

- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the City Manager, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of inspections will be charged at cost plus 20%.
- Subconsultants will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM

5D

CITY OF SAND CITY

STAFF REPORT ADDENDUM

MAY 15 , 2020

**TO: Mayor and City Council
Aaron Blair, City Manager**

FROM: Charles Pooler, City Planner

SUBJECT: Modification of staff report, resolution, and Agreement Exhibit A

After the agenda packet for the May 19th Council meeting was distributed, staff received a revised 'scope of service' from EMC Planning Group, Inc. (EMC). This was to add language that states:

“Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts;”

The reason for this change is identify that EMC is performing such work on behalf of the City regarding the Cal-Trans Sustainability as an 'extension of City staff' and not as outside 'contractor'. This is important because, with EMC being an extension of staff, the City did not have to perform a Request for Proposal (RFP) process; which staff confirmed with Cal-Trans prior to completion of the Grant award process. The City's matching fund for this grant will continue to be a separate budget and Capital Improvement Program (CIP) line item for greater transparency and simpler accounting and is not part of staff's recommended \$25,000 service contract amount being considered by the resolution presented.

The modified staff report (Attachment 1) and resolution (Attachment 2) are attached, with the added language highlighted to easily illustrate the change. The Agreement Exhibit A is to be replaced with the new 'scope of service' letter (dated May 14, 2020) from EMC (see Attachment 3 of this addendum report)

RECOMMENDATION

Staff recommends **APPROVAL** of the attached resolution (as modified) to direct the City Manager to enter into an agreement for Planning Department related consulting services with EMC Planning Group, Inc. at a cost not to exceed \$25,000 for Fiscal Year 2020-2021 without a City Council approved budget amendment.

ATTACHMENTS:

- 1 Modified staff report, with added text highlighted (replaces pgs 95-96 of the agenda packet)

- 2 Modified resolution, with added text highlighted (replaces pgs 97-98 of the agenda packet)
- 3 Updated letter (dated 5-14-20) from EMC for Scope of Services to be inserted as a replaced "Exhibit A" of the Service Agreement (replaces pgs 110-111 of the agenda packet)

CITY OF SAND CITY

STAFF REPORT

MAY 13, 2020
(For City Council consideration on June 2, 2020)

TO: Mayor & City Council

FROM: Charles Pooler, City Planner

SUBJECT: Authorization/Approval of Service Agreement with EMC Planning Group, Inc. for Fiscal Year 2020-2021

BACKGROUND

Since 2015, EMC Planning Group, Inc. (EMC) has provided responsive and quality planning related services for the City of Sand City in augmenting the extremely limited in-house Community Development and Planning Departments staff. Service Agreements are typically for a 12-month period starting and ending with the Fiscal Year cycles (July 1st to June 30th). As the 2019-2020 fiscal calendar comes to a close, it is necessary to renew the service agreement with EMC if the City desires to continue their service to the City for Fiscal Year 2020-2021.

DISCUSSION

Scope of Work:

The scope of consultant services (as attached to the Agreement as Exhibit A) provides planning staff on-call support services that include, but not necessarily limited to, the following:

- General planning consultation and support to the City Manager and the City Planner;
- Biological and archaeological consultation support;
- Attendance at City Hall on an ‘as needed’ basis to support and provide input to City Planning staff;
- Review of Planning staff reports and associated materials;
- Review existing City documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State regulations;
- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and web site requests;
- **Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts;** and
- Other Planning Department related requests; and

Larger service requests/necessities (e.g. CEQA environmental review documents, zoning and general plan updates, etc.) will now be provided, as needed, under separate contract with a distinct scope of work and separate budget. Staff does not foresee commencement of the General Plan update until at least the 2021-2022 budget year. EMC is also assisting the Planning Department, under the current service agreement for FY 2019-2020, in applying for State grant funds for the next required Housing Element update that is not anticipated to commence until FY 2021-2022 at the earliest.

Budget:

Prior to 2015, when the City had a service contract with PMC (Pacific Municipal Consultants) for planning staff assistance, those service agreements were typically budgeted for \$50,000 per fiscal year. When the City moved over to EMC in January of 2015, the contract was for \$30,000 to finish the remaining 6 months of FY 2014-15. The first full fiscal year (FY 2015-16) service agreement with EMC was budgeted for \$60,000. During 2017, additional services were necessitated to complete a CEQA environmental initial study for the mixed use zoning amendments that, along with other activities that year, exceeded the \$60,000 budget amount; which was then increased to \$80,000 (Resolution SC 17-24). Following fiscal year contracts returned to \$60,000.

The current coronavirus situation is impacting City revenues, so it is prudent to cut back on City expenses where possible, which is why the service agreement with EMC for FY 2020-2021 has been reduced to \$25,000. Staff is confident that this is a more realistic and conservative amount for non-project specific support services that would otherwise be paid for through project specific reimbursement agreements with project applicants and individual and separate contracts agreements with EMC. As previously stated, the General Plan and Housing Element updates are not planned or intended to commence within the 2020-2021 fiscal year.

RECOMMENDATION

Staff recommends **APPROVAL** of the attached resolution to direct the City Manager to enter into an agreement for Planning Department related consulting services with EMC Planning Group, Inc. at a cost not to exceed \$25,000 for Fiscal Year 2020-2021 without a City Council approved budget amendment.

ATTACHMENT(s):

- 1) Draft Resolution with attachment approving a service agreement with EMC Planning Group (Resolution Attachment is the service agreement with Exhibits A & B)

CITY OF SAND CITY

RESOLUTION SC _____, 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
APPROVING A SERVICE AGREEMENT WITH EMC PLANNING GROUP, INC. FOR
PROFESSIONAL SERVICES WITHIN FISCAL YEAR 2020-2021 AT
A COST NOT TO EXCEED \$25,000**

WHEREAS, the City of Sand City (the “City”) has extremely limited in-house staff resources within its Community Development and Planning Departments; and

WHEREAS, since 2015, EMC Planning Group, Inc. (EMC) has provided responsive and quality planning related services for the City of Sand City; and

WHEREAS, the City Manager finds it economically efficient to have contract planning services that augment and support in-house Planning Department staff in meeting the demands of development and land use needs of the Planning Department that may fluctuate throughout the year due to economic conditions; and

WHEREAS, the term of the service agreement, hereinafter referred to as the “Agreement” (attached hereto and incorporated herein as Resolution Attachment 1) shall be for a period commencing July 1, 2020 and extending to and ending on June 30, 2021 at a cost not to exceed \$25,000 without Council approved budgetary amendment; and

WHEREAS, the scope of consultant services outlined in Exhibit A of the Agreement, attached hereto and incorporated herein by this reference, for fiscal year 2020-2021, providing planning staff on-call support services, is broad and encompasses tasks requested by the City, including, but not limited to:

- General planning consultation and support to the City Manager and the City Planner;
- Biological and archaeological consultation support;
- Attendance at City Hall on an ‘as needed’ basis to support and provide input to City Planning staff;
- Review of Planning staff reports and associated materials;
- Review existing City documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State regulations;
- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and web site requests;
- Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts; and

- Other Planning Department related requests; and

WHEREAS, the City will be invoiced at the hourly rates set forth in the EMC fee schedule as provided in Exhibit B of the Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, EMC will maintain a current City business license during the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sand City to hereby direct the City Manager to enter into an agreement for Planning Department related consulting services with EMC Planning Group, Inc., shown within Resolution Attachment 1, at a cost not to exceed \$25,000 for Fiscal Year 2020-2021.

PASSED AND ADOPTED, by the City Council of Sand City, this ___ day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Connie Horca, Acting City Clerk

Mary Ann Carbone, Mayor

**RESOLUTION ATTACHMENT 1
Resolution SC 20- (2020)**

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

This Agreement made this _____ day of June, 2020 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group Inc., a California Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on July 1, 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

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

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

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty-five thousand dollars (\$25,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed 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 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

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

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Aaron Blair, City Manager

To CONSULTANT: EMC Planning Group, Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Aaron Blair, City Manager

ATTEST:

Connie Horca/ Acting City Clerk

APPROVED AS TO FORM:

By: _____
Vibeke Norgaard, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL



Planning for Success.

May 14, 2020

Aaron Blair, City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Scope of Consultant Services (Fiscal Year 2020/21)

Dear Mr. Blair,

EMC Planning Group is pleased to provide staff on-call support services for the City of Sand City from July 1, 2020 to June 30, 2021. We understand the fiscal year budget limit (2020-21) is \$25,000. The planning staff on-call support services will be provided at the direction of the City Manager of Sand City. Larger service requests (e.g. environmental review documents, zoning ordinance update, General Plan update, etc.) will be provided under separate contract, with a distinct scope of work and separate budget.

The Scope of Consultant Services for fiscal year 2020/21 planning staff on-call support services is broad, and encompasses tasks requested by the City, including but not limited to:

- General planning consultation and support to the City Manager;
- General planning consultation and support to the City Planning Staff;
- Biological and archaeological consultation support;
- Attendance at City Hall on an as needed basis to support and provide input to Planning Staff;
- Review Planning Staff reports and associated materials;

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

301 Lighthouse Avenue, Suite C, Monterey, California 93940 | Tel: 831-639-1388 | Fax: 831-639-8088
www.emcplanning.com

*Aaron Blair, City Manager
City of Sand City
May 14, 2020, Page 2*

- Review existing documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State Regulations;
- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and web site requests;
- Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts; and
- Other Planning related requests.

Again, the planning services that EMC Planning Group can provide to the City are broad, and at the discretion of the City Manager.

Thank you for selecting EMC Planning Group to support Sand City's planning efforts.

Sincerely,



Michael Groves, AICP
President/Senior Principal

EXHIBIT B
FEE SCHEDULE



Planning for Success.

FEE SCHEDULE

(Effective January 1, 2020)

Principals

Hourly Billing Rate

Senior Principal	\$250.00
Principal	\$225.00

Planners

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

Biologists

Monitoring Rate

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

Archaeologist

Registered Professional Archaeologist	\$155.00
---	----------

Support Staff

Desktop Publisher	\$150.00
Administrative Assistant	\$115.00
Office Assistant	\$95.00

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

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

Expert witness services are provided at a 50 percent mark-up.

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM

7A

STAFF REPORT

TO: Honorable Mayor and City Councilmembers
FROM: Vibeke Norgaard, City Attorney
DATE: May 12, 2020 (for May 19, 2020 council meeting)
SUBJECT: Approval of Second Amendment to Agreement Regarding Affordable Housing

BACKGROUND/ANALYSIS:

The affordable housing program at the Independent Building (600 Ortiz Avenue, Sand City) is set forth in two agreements entered into between the former Sand City Redevelopment Agency and the original property owner, the Design Center: the 2005 Agreement Regarding Affordable Housing, and a 2008 First Amendment thereto, (combined the "**Housing Agreements**"). The Housing Agreements provided that the original owner provide ten residential units in the building for occupancy at affordable rents and designated specific units to be maintained for occupancy at affordable levels. On October 30, 2009, Urban Atelier, owned by Don Orosco and Gerard Lyles ("**Owners**") took ownership of the Property.

The Housing Agreements establish specific formulas by which to determine: (1) the maximum rent which may be charged for each unit in the Program; and (2) at what income levels potential occupants are eligible for those units. The maximum monthly rents for the affordable units, including any tenant paid utilities, fees or other service charges were not allowed to exceed the following percentage of the annual Area Median Income, as published by the California Department of Housing and Community Development (the "Area Median"):

- Monthly rent for very low-income tenants, (1/12th) of 30% of 50% of the Area Median Income, adjusted for household size;
- Monthly rent for Lower income tenants, (1/12th) of 30% of 60% of Area Median Income, adjusted for household size;
- Monthly rent for Moderate Income tenants, (1/12th) of 30% of 110% of the Area Median Income, adjusted for household size.

The Agreements specify that the rent charged should be determined based on the number of bedrooms plus one: so for example, rent for a studio unit should be determined based on the 1-person area median income figures (0 bedrooms plus 1), a 1 bedroom would be determined based on the 2-person income figures (1 bedroom plus 1), etc. (Agreement, section 3.0). The Agreements also defined income levels as follows: A "very low income" household is defined as persons or families whose income is no more than 50% of the Area Median Income; "Lower

income” as no more than 80% of Area Median Income; and “Moderate income” no more than 120% of Area Median Income.

The City discovered that the Affordable Housing Program had not met the goals required by the Agreements in two main ways: (1) the Owner was charging occupants different amounts than those required under the Housing Agreements; and (2) the Owner was relying on renter information and rented units in the Affordable Housing Program to occupants that were not in fact eligible for the affordable housing (i.e., they earned too much).

In 2019, the Interim City Manager, Fred Meurer, and subsequently the City Manager, Aaron Blair and the City Attorney met with Richard Utic of Saratoga Capital who manages the building for Urban Atelier to rectify these discrepancies. The City/Successor Agency was consulted in closed session regarding these negotiations. Saratoga conducted an audit of the affordable program and has notified the City that it has located and repaid any amount overcharged to any past or present income-eligible occupants who were overcharged since the Owners took ownership.

At the March 17, 2020 City/Successor Agency meeting, the Successor Agency directed the City Attorney to investigate whether countywide oversight board approval was required. The City Attorney is now bringing the agreement for consideration by the City.

RECOMMENDATION

The City Attorney recommends that the City authorize the City Manager to enter into the attached Second Amendment to the Agreement regarding Affordable Housing.

This Amendment addresses the City’s concerns regarding the management of the affordable Housing Program in the following main ways:

- In order to address the additional windfall Owners received as a result of overcharging for the affordable units, Owners have agreed to add one additional unit in the Affordable Program for a period of twelve years.
- In order to address the concern raised by Mr. Meurer of the unfairness of evicting an occupant simply because the occupant starts earning more than allowed under the Housing Agreement, the Amendment builds in flexibility by allowing a resident to earn 110% of the maximum income for a period of up to 2 years, and flexibility in which specific units are made available to rent as affordable, though requiring that the additional units are of the same type (e.g., studio/1-Bedroom).
- In order to ensure that owner has the incentive to make 11 units available under the affordable program, the amendment provides that in the event that less than 11 affordable units are made available for a period of two months or longer the Owner will pay the difference between the market rent and the Affordable Rent on affordable units

being offered at market rate rent to the Successor Agency until they are again offered as affordable.

- The Amendment also requires that the Owner provide a report to the City on or before June 1 of every year with more detailed information than previously required.

FISCAL IMPACT

There is no fiscal impact to the City related to the execution of this Amendment.

CITY OF SAND CITY

RESOLUTION SC-___, 2020

**RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING THE CITY MANAGER
TO EXECUTE A SECOND AMENDMENT TO AGREEMENT REGARDING
AFFORDABLE HOUSING**

WHEREAS, the affordable housing program at the mixed-use (multi-family and commercial) building commonly referred to as 'The Independent Building' -- located at 600 Ortiz Avenue, Sand City and formerly referred to as 'The Design Center Building' -- is set forth in a prior agreement between the former Sand City Redevelopment Agency and the original property owner, the Design Center, dated June 24, 2005, and in a first amendment to that agreement dated January 2, 2008 (combined "Housing Agreements"); and

WHEREAS, the Housing Agreements currently require that the owners of the Independent Building, Mr. Don Orosco and Mr. Gerard Lyles of Urban Atelier LLC ("Owner") provide ten (10) residential units in the building for occupancy at affordable rents; and

WHEREAS, the Housing Agreements establish specific formulas by which to determine the maximum rent that may be charged for each unit in the program and at what income levels potential occupants are eligible for those units; and

WHEREAS, the affordable housing program has not met the requirements set forth in the Housing Agreements in that Owner has charged occupants different amounts than those required and Owner has rented units in the affordable housing program to occupants who were not in fact eligible for the affordable units; and

WHEREAS, City staff and the City Attorney have met and conferred extensively with the Owners' representative, Richard Utic of Saratoga Capital, to rectify these discrepancies; and

WHEREAS, Saratoga Capital conducted an audit of the affordable program and has notified City/Successor Agency staff that it has repaid any amounts it overcharged any past or present income-eligible occupants; and

WHEREAS, in order to address the additional windfall Owners received as a result of not renting units at the required affordable rates, Owners have agreed to add an additional affordable unit to the affordable housing program for a period of twelve (12) years; and

WHEREAS, the City desires to add flexibility to the affordable housing program in order to avoid immediate evictions when an occupant of an affordable unit starts earning more than the income allowed under the Housing Agreements, and

WHEREAS, Owner has agreed to allow such flexibility by making additional units in the building available under the affordable housing program when an occupant of an affordable unit exceeds income requirements; and

WHEREAS, the City has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City that the City Manager is authorized to execute the Second Amendment to Agreement Regarding Affordable housing attached hereto as Attachment A, and .

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

APN:011-236-026

SPACE ABOVE THIS LINE FOR RECORDER'S USE

***Exempt from fee pursuant to Government Code Section 6103**

SECOND AMENDMENT TO AGREEMENT REGARDING AFFORDABLE HOUSING

This Second Amendment to Agreement Regarding Affordable Housing (**"Second Amendment"**) is made as of the _____ day of May, 2020 (**"Effective Date"**) in the County of Monterey, State of California by and between the City of Sand City, a municipal corporation (**"City"**), and Urban Atelier LLC, a California limited liability company (**"Owner"**) with reference to the following recitals. Successor Agency and Owner are collectively referred to in this Agreement as **the Parties**.

RECITALS:

A. On June 24, 2005, the Sand City Redevelopment Agency, a public agency organized and existing pursuant to the Community Redevelopment Law of the State of California (**"Redevelopment Agency"**) and Design Center, LLC, a California Limited Liability Company (**"Design Center"**) entered into an agreement regarding affordable housing, recorded on June 28, 2005 as Document 2005-065075, Monterey County Records (**"Affordable Housing Agreement"**), which provided in part that the Design Center, currently referred to as "the Independent", provide ten (10) residential units in the project for occupancy at affordable rents.

B. On January 2, 2008, the Design Center and the Redevelopment Agency executed a First Amendment to the Agreement, which *inter alia* designated specific units to be maintained for occupancy at affordable rents (**"First Amendment"**). The Affordable Housing Agreement and First Amendment are referred to herein as **"Housing Agreements"**.

C. The Housing Agreements establish formulas by which the Parties are to determine: (1) the maximum rent which may be charged for each unit in the Program (**"Affordable Rent"**); and (2) at what income levels potential occupants are eligible for those units (**"Income Eligibility"** or **"Income Eligible"**) (combined, **"the Affordable Housing Program"**).

D. On October 30, 2009, Owner took ownership of the Property. In December of 2011, the Successor Agency to the Sand City Redevelopment Agency (**"Successor Agency"**) was

established upon dissolution of the Redevelopment Agency. According to the terms of the Housing Agreements, the requirements to manage the Affordable Housing Program are binding upon the Owner and all covenants established in the Housing Agreements are for the benefit of and run in favor of both the Successor Agency and the City of Sand City (“City”).

E. Parties agree that the Affordable Housing Program has not met the goals required by the Housing Agreements in at least two areas: (1) Owner either undercharged or overcharged at different amounts than those set forth in the Housing Agreements as Affordable Rents; and (2) Owner relied on renter information and rented units in the Affordable Housing Program to Occupants that were not Income Eligible under the terms of the Agreements. Parties have met and mutually agreed to update data and the Owner’s site program in order to find an equitable solution for on-going operations.

F. Owner has conducted an audit of the Affordable Housing Program and Parties have reached an agreement that preserves the goals of the Affordable Housing Program. To address any overcharge of rents to individual Occupants, Owner has located and repaid any amount overcharged to past or present income eligible Occupants who either are or have been overcharged since Owner took ownership. To address the additional amounts Owner has received in overcharging for Affordable units, Owner has agreed to include an additional unit in the Affordable Program.

G. The Parties also desire flexibility in the units made available under the Affordable Housing Program in order to allow for a more compassionate solution than automatic eviction when an occupant in an affordable unit in the Program (“**Occupant**”) exceeds Income Eligibility.

AGREEMENT:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner agrees to add one additional one-bedroom apartment to the Affordable Housing Program (“**New Unit**”), increasing the number of affordable units available under the Program from ten (10) units to eleven (11). The New Unit, shall be rented to a Moderate Income household, at the affordable rates for Moderate income units set forth in the Housing Agreements for a period of twelve (12) years beginning on the date of this Second Amendment. The New Unit will be made available to a Moderate Income Household within thirty (30) days of the date of this Second Amendment.
2. The Parties agree that if an Occupant’s income exceeds that allowed under the Housing Agreements by an amount not to exceed one-hundred and ten percent (110 %) of Income Eligibility, the Occupant may remain in the unit for a period of up to two (2) years from the date such income increase is determined. Provided, however, that if the Occupant exceeds one-hundred and ten percent (110%) of Income Eligibility during the two-year period, the Occupant will no longer be eligible for the unit. This provision will not change the method by which Income Eligibility is determined upon move-in.
3. The Parties agree that when an Occupant is determined to no longer be Income Eligible because either: (1) the Occupant’s income exceeds one-hundred and ten percent (110%) of the

Income Eligibility; or (2) two (2) years have passed since the determination that the Occupant's income exceeded Income Eligibility (but as set forth in section 2 above the Occupant did not exceed one-hundred and ten percent (110%) of Income Eligibility), then such Occupant may remain in his or her unit and begin to pay market rate rent, and Owner will make the next unit which comes available a replacement Affordable Unit under the Affordable Housing Program as soon as it is available ("**Additional Flexible Unit**"). Owner will ensure that the Additional Flexible Unit is of the same type (e.g., studio/1-Bedroom) as occupied by the Occupant who is no longer Income Eligible, and will rent the Additional Flexible Unit for not more than the maximum rent amount required for such unit type, as set forth in the Housing Agreements. Owner agrees to immediately notify the City when an Additional Flexible Unit is made available under this section. In order to ensure that enough inventory is available to provide affordable housing under the Affordable Housing Program, in the event more than fifty percent (50%) of all units in the Independent Building are sold to a party other than Owner, Parties agree to meet and confer to revise this section in order to return to the fixed set of affordable units required by the Housing Agreements. In the event that less than eleven (11) units are made available in the Affordable Housing Program for a period of two (2) months or longer (or, after twelve (12) years from the date of this Agreement, ten (10) units) Owner agrees to pay to the City, starting on the first day the unit was charged market rent, the difference between the market rent and the Affordable Rent on each of the previously affordable units being offered at market rate rent until such time as eleven (11) units are again available under the Affordable Program at affordable rents.

4. This Second Amendment does not alter the requirement that Owner continue to hold title to the ten (10) units designated as affordable in the First Amendment in a single ownership throughout the term of the Housing Agreements.

5. Owner will provide a report to the City on or before June 1 of every year which sets forth: (a) which specific units are being rented as affordable; (b) the annual income and household size of the Occupants; (c) the rent category of the unit (i.e., low income; moderate etc.) and maximum rent permitted for each unit; (d) the actual rent charged to each unit; (e) which Occupants have exceeded the Income Eligibility by less than 110% and for how long; (f) whether during the preceding year eleven units were not available under the Affordable Housing Program and if so for how long (after twelve years from the date of this Second Amendment this number drops to ten); and (g) the number of units in the Independent building owned by Owner during the preceding year.

6. Miscellaneous.

- (a) Governing Law. This Second Amendment is governed by the laws of the State of California and any questions arising thereof shall be construed or determined in accordance with such laws. Any action to enforce or interpret this Second Amendment 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.
- (b) Attorney's Fees. If either the City or Owner brings an action to enforce the terms and conditions of this Second Amendment or to declare its rights hereunder, the

losing or defaulting party shall pay to the prevailing party its attorney's fees and all of its costs and expenses incurred in connection with the prosecution and defense of such action.

- (c) Mediation. Prior to the commencement and continuation of any civil action or suit (an "Action"), any and all claims, controversies or disputes arising out of or relating to this Second Amendment, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the authorized decision maker(s) of the Parties, an Action shall be submitted to confidential non-binding mediation with written notice in accordance with the rules and procedures for mediation then in effect under the Judicial Arbitration and Mediation Service, Inc. (JAMS). Mediation shall be a condition precedent to commencing and continuing an Action based on this Second Amendment by either Party, insofar as: (i) submitting the matter to a mediation in accordance with this provision shall be required prior to a Party being able to obtain any affirmative relief or remedy in an Action; and (ii) a Party that initiates an Action prior to submitting the matter to a mediation in accordance with this provision, or a Party that fails to participate in a mediation initiated by the other Party in accordance with this provision, waives any right to recover its fees and costs (if a prevailing party in the Action) otherwise provided for in this provision. The mediation condition precedent shall be deemed satisfied: (i) as to a particular Party if that Party attempted to mediate the matter in accordance with this provision but the other Party failed to participate in the attempted mediation; or (ii) as to both Parties if the Parties have failed to conclude the mediation, or otherwise fully resolve the disputed matter(s), within forty-five (45) days from the date of their participation in the first mediation session. Unless otherwise agreed by the Parties, the mediation and/or any Action based on this Second Amendment shall take place in Monterey, California with the intent of the Parties to resolve all disputes in one forum, whether it be a multi-party mediation or arbitration provisions or a two-party arbitration governed by this Second Amendment, with claims and disputes being heard by the same mediator(s) in a single proceeding. Except as is otherwise provided in this provision, the prevailing party in any Action based on this Second Amendment shall be entitled to recover all of its reasonable costs and expenses incurred in connection with the dispute, including, but not limited to, expert fees, consultant fees, mediator's fees, mediation costs and expenses, and attorneys' fees.
- (d) Invalidity. Should any portion of this Second Amendment be declared invalid or unenforceable, then such portion shall be deemed to be severed from this Second Amendment and shall not affect the remainder thereof.
- (e) Successors and Assigns. All provisions of this Second Amendment, including the benefits and the burdens, will run with the land and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Successor Agency, the City and Owner.

- (f) Entire Agreement. Except as provided herein, all terms and conditions of the Housing Agreements shall remain in full force and effect. Any terms used herein but not separately defined herein shall have the meaning of those terms as defined in the Housing Agreements.
- (g) Indemnification/Hold Harmless. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless the Successor Agency and/or the City and any and all of their 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 act, error or omission of Owner, its officers, agents, employees or subconsultants in the performance of services under this Agreement. Provided that Owner shall not be obligated under this Agreement to indemnify for claims or actions arising from the negligence of the Successor Agency and/or the City, or from the negligence of any or all of their officials, employees, contractors and agents. With respect to third party claims against the Owner, Owner waives any and all rights to express or implied indemnity against the Indemnified Parties. In the event the Indemnified Parties 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 the City and/or the Successor Agency, Owner shall defend the City and/or the Successor Agency with counsel of its choice at Owner's cost or, at City's or Successor Agency's option, shall reimburse the City and/or Successor Agency 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 Owner's negligent acts, errors or omissions.
- (g) Release of Claims. By executing and implementing this Agreement, the City releases and forever discharges Owner from any claims City may have against Owner arising out of the violations of the prior Housing Agreements as set forth in Recitals E and F of this Agreement.

signature pages follow

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) and year set forth below.

CITY OF SAND CITY:

Dated: _____ By: _____
Aaron Blair, City Manager

ATTEST:

Connie Horca, Acting City Clerk

OWNER:

Urban Atelier LLC, a California limited liability company

By: The OROSCO FAMILY TRUST dated
June 28, 1977, as amended, Member

Dated: _____ By: _____
Donald B. Orosco, Co-Trustee

Dated: _____ By: _____
Mary K. Orosco, Co-Trustee

By: Lyles United, LLC, A Delaware limited liability
company, Member

By: _____
Gerald V. Lyles, President

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Monterey)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Monterey, City of Sand City, State of California, and is described as follows:

All of Tract No. 1498, Design Center, in the City of Sand City, County of Monterey, State of California, as shown on map filed January 23, 2008 in Volume 24, Page 16, of Maps of Cities and Towns, in the office of the County Recorder of said county,

AGENDA ITEM

7B



City of Sand City

Agenda
Item

7B

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager;
Vibeke Norgaard, City Attorney
DATE: May 12, 2020 (**For the May 19, 2020** City Council meeting)
SUBJECT: Approving a Memorandum of Understanding with the Sand City Police Officer's Association and Authorizing the appropriation of funds

Background/Analysis:

City representatives (Donna Williamson of LCW and the City Attorney) have met and conferred with the Sand City Police Officers Association (POA) since the Fall of 2019. Consistent with the City Council's guidance, an agreement has been reached and ratified by the POA. The revised MOU is attached to this staff report as Exhibit A.

Following are the highlights of the draft Memorandum of Understanding (MOU):

- The term of the MOU is for three years, from July 2019 to June 30, 2022.
- The POA has agreed to the elimination of the employer-paid member contribution to CalPERS (EPMC). This change will be accomplished over the three-year term of the MOU.
- The City has agreed to a salary increase of 4% effective July 2019; 3% increase effective July 2020; and a 3% increase effective July 2021.
- The POA has agreed to reduce the medical in lieu waiver amount the City pays as follows: Employees hired after the date of the MOU ("new hires") will receive a waiver of \$500 a month instead of the full cost of premium (currently approximately \$1580/month).
- The POA has agreed to eliminate the ability to cash out sick leave for new hires. The cap on accrued sick leave has been removed. Current Employees may continue to cash out sick leave up to 400 hours only. A one time cash out for any Employees with sick leave hours over 400 has been agreed to.
- The POA has agreed to reduce the cap on accrued vacation time to 300 hours per year.
- The POA has agreed to reduce the cap on accrued compensatory time off (CTO) from 480 to 300 hours. Employees above the caps shall be required to be under them at the end of the MOU term.
- The POA has agreed to eliminate double-time pay for overtime effective July 1, 2020 and has agreed to time and a half when an Employee works in excess of his or her work schedule during the work period.

- The POA has agreed to eliminate triple-time pay for holidays worked. Employees will instead receive straight time for an 11-hour shift plus an additional 8 hour day of in lieu holiday.
- The POA has agreed to eliminate one holiday per year for all Employees.
- The POA has agreed to certain clean up language to the existing MOU.

Fiscal Impact:

The total net cost to the City to implement the amended MOU over the next three years is approximately **\$138,280.***

The budget forecasts are as follows:

	FY 2019/20	FY 2020/21	FY 2021/22	3 year total
Salary increase	\$32,800	\$93,200	\$63,900	\$189,900
POST certificate		\$14,600	\$3,100	\$17,700
Increase in City contribution to CalPERS	\$11,900	\$79,600	\$60,300	\$151,800
Holiday pay reduction		(\$34,960.17)	(\$34,960.17)	(69,920.24)
Elimination holiday		(\$4,600)	(\$4,800)	(\$9,400)
Reduced EPMC Cost		(\$50,000)	(\$91,800)	(141,800)
Total Cost to City	\$44,700	\$97,839.83	(\$4,260)	\$138,279.76*

*Additional savings to the City are anticipated to be generated by the proposed changes to vacation accruals; the medical in lieu waiver; sick leave cash out; vacation time and CTO cap.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. In addition, this matter does not cause a direct or reasonably foreseeable indirect physical change on the environment. (CEQA guidelines 15061).

Recommendation:

Staff recommends that the City Council approve the Memorandum of Understanding with the POA, attached as Exhibit A

Attachments: Draft MOU; Resolution

CITY OF SAND CITY
RESOLUTION SC ___, 2020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE SAND CITY
POLICE OFFICERS' ASSOCIATION AND AUTHORIZING APPROPRIATION OF FUNDS

WHEREAS, the City of Sand City and the Sand City Police Officers' Association (POA) have met and conferred in good faith in accordance with California Government Code Section 3500, et seq. (the Meyers-Milias-Brown Act); and

WHEREAS, the meetings have resulted in negotiated terms for a three-year extension of the Memorandum of Understanding for the period July 1, 2019 through June 30, 2022, attached hereto as Exhibit A; and

WHEREAS, the City has determined this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. In addition, this matter does not cause a direct or reasonably foreseeable indirect physical change on the environment. (CEQA guidelines 15061).

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

1. Adopts the amended Memorandum of Understanding with the POA, attached as Exhibit A, and the City Manager is hereby authorized to sign and agree to it.
2. Authorizes the City Manager to make the following budget appropriations and allocate across various funds as appropriate:

FY 2019/20 \$44,700 to public safety in the general fund.
FY 2020/21 \$97,839.83 to public safety in the general fund.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Cler

Memorandum of Understanding
Between
The City of Sand City
And
The Sand City Police Officer Association
July 1, 2019 through June 30, 2022

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sand City (hereinafter "City") and representatives of the Police Officer Association (hereinafter "POA"). The City and POA recognize all members of the Sand City Police Department in the rank of Police Officer, Police Sergeant and Commander herein referred to as "employee(s)," are governed by this MOU.

Parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as required by the Meyers-Milias-Brown Act (Government Code sections 3500-3510) and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein. In the event of a conflict between this MOU and the Personnel Manual the language of the MOU shall govern.

The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Sand City for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

The Police Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Police Officer, Police Sergeant, and Police Commander.

- 1. Term: July 1, 2019 through June 30, 20122
- 2. Full Understanding, Modification, Waiver

2.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety.

2.2. It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, until a reasonable period prior to June 30, 2022.

2.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved by the City Council and, if required, ratified by the membership of the Association.

2.4. The waiver of any breach, of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

2.5. Emergency. Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual threatened existence and conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

3. Severability of Provisions

3.1. In the event that a provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.

4. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law. This section, and MOU, are subject to all current and future state and federal laws and regulations.

4.1. Complaints asserting violation of Article 4 of this MOU may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 4.2.

4.2. The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the POA or because of any authorized activity on behalf of the POA, or because of the exercise of rights under this MOU.

5. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to

make accommodations that are contrary to the language or intent of existing provisions of this MOU.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

6. Wages

6.1. Effective in the first full pay period of July 2019, employees shall receive a three percent (3.0%) salary increase.

6.2. Effective in the first full pay period of July 2020 a 6.8% salary increase will be provided to bargaining unit members.

6.3. Effective in the first full pay period of July 2021 a 4.4% percent salary increase will be provided to bargaining unit members.

7. Longevity Pay

7.1. Bargaining unit employees who have worked for the City, or in a sworn police officer position in another California City for at least seven (7) consecutive years shall receive a 5% longevity increase.

7.2 Bargaining unit employees who have worked for the City or in a sworn police officer position in another California City for at least ten (10) consecutive years shall receive a 5% longevity increase.

8. Peace Officer Standard Training (POST) Certificate Pay

8.1. Peace Officer Standard Training (POST) Certificate Pay Shall be paid to bargaining unit members who obtain Peace Officer Standard Training (POST) certification as follows:

- For those employees who have earned an Intermediate POST certification: 2.5% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Intermediate POST certification shall be increased by one percent (1%) for a total of 3.5% over base salary.

- For those employees who have earned an Advanced POST certification. 5.0% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Advanced POST certification shall be increased by one percent (1%) for a total of 6.0% over base salary.

POST certificate pay does not stack. Effective upon ratification and approval of this Agreement POA bargaining unit employees are no longer eligible for educational benefits under Personnel Manual section 15.5.

9. Field Training Officer (FTO)

An Officer designated as an FTO shall receive five percent (5.0%) premium pay over base salary for each shift the Officer is assigned to train a new Officer.

10. Bilingual Pay

Bilingual Pay is as addressed in the Sand City Personnel Manual, Section 5.15 (b).

11. Court / Callback Time

Court / Callback Time is as addressed in the Sand City Personnel Manual, Section 5.15 (c)

12. Uniforms and Uniform Allowance

Uniforms and Uniform Allowance provisions are as addressed in the Sand City Personnel Manual, Section 5.16.

13. Work Schedules, Overtime and Shift Differential

13.1.1 4-11 Schedule

The current 4-11 work schedule shall be continued at the discretion of the Police Chief and the City Manager. Bargaining unit employees who work the 4-11 schedule work four consecutive eleven hour days immediately followed by a consecutive four days off. Pursuant to 29 USC section 207(k) of the Fair Labor Standards Act, for purposes of FLSA overtime, the work period is eight days in length with a statutory overtime threshold of 49 hours in a eight day work period. |

13.1.2 Overtime Pay

- a. The current overtime language in the Personnel Manual remains in effect through June 30, 2020.

b. Effective July 1, 2020, the overtime language in the Personnel Manual shall no longer apply to the POA and this MOU shall govern. Beginning July 1, 2020 overtime at time and a half shall be payable any time a regular, full-time, Police Officer working the 4-11 schedule works in excess of his or her work schedule during the work period.

13.1.3 Compensatory Time Off

Members are permitted to accumulate compensatory time off in lieu of cash overtime at a rate of time and a half (1.5). No member may accumulate in excess of 480 hours of compensatory time off. Comp time shall be accumulated and approved in accordance with Departmental procedures. Employees who are at the comp time accrual cap shall be paid in cash for all overtime.

Effective July 1, 2020 the Comp Time Cap will be reduced to 300 hours. Bargaining unit employees above the cap shall be required to be under the cap no later than the last day of this contract term.

13.1.4 Shift Differential

For employees working the midnight shift (Shift 1) for at least 30 consecutive calendar days or more in a calendar year, that employee will receive a 5.0% premium pay over base salary.

14. Public Employees Retirement System (PERS):

Retirement benefits are referenced in Sand City Personnel Manual, Section 5.17. Below provides a description of the benefit for both "Classic" and "New" employee.

14.1. For "Classic Employees" as defined by PERS, hired by Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 3% at 55 Formula, highest single year.

- Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2. For "Classic Employees" as defined by PERS, hired by a PERS agency other than Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2% at 50 Formula, highest single year.

14.2.1 Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2.2 Effective as soon as administratively feasible on or after July 1, 2020, "classic employees" shall contribute six percent (6%) towards the employee share of the retirement contribution to CalPERS.

14.2.3 Effective as soon as administratively feasible on or after July 1 2021, "classic employees" shall contribute nine percent (9%) towards the employee share of the retirement contribution to CalPERS.

14.3. For "PEPRA Employees" as defined by PERS, hired on or after January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2.7% at 57 Formula, highest three years.

- Contribution: The City shall contribute the employer contribution, and the employee shall contribute the employee contribution.

15. Deferred Compensation

The City will match 50% of an employee's contribution (not to exceed \$100 per month by City) to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. Specifically, if an employee contributes \$200 per month, the City will provide \$100 per month, for a total of \$300 per month. If an employee contributed \$300 per month, the City will contribute \$100 per month, for a total of \$400 per month. The combined contribution between the City's and employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

16. Retiree Medical

The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ("PEMHCA")), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.

(a) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.

(b) In addition to the PEMHCA contribution set forth above, and consistent with the City Resolutions referenced in sections 16.1, 16.2 and 16.3 below additional benefits are provided to active employees hired prior to November 6, 2018 through the City's Internal Revenue Code Section 125 cafeteria plan.

Please note that the following three resolutions provide overall framework to the program:

16.1. The City has updated this program through resolution 18-110.

16.2. Per Sand City resolution 07-99, the City formalized its Retiree Medical program noted under benefits: "Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City."

16.3. Per Sand City resolution 14-25, the City further clarified its Retiree Medical program with the following language:

"The employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of he/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

- Current Employees-100% Self / 50% Dependents Basic/Supplemental, not to exceed 100% Self / 50% Dependents / Northern Region Basic / Supplemental
- Optional Members-100% Self Basic/Supplemental, not to exceed 100% Self Other Northern Region Basic / Supplemental"
- **Effective February 19, 2019, in order to align with Section 17.1 herein, the noted percentages shall be replaced with the following flat dollar amounts:**
 - **Family \$1582.65**
 - **2-Party \$1582.65**
 - **Single \$1055.10**

16.3 Employees hired on or after November 6, 2018:

a. Employees hired on or after November 6, 2018 into a classification represented by the Sand City Police Officer Association (current classifications represented are Police Officer, Police Sergeant, and Police Commander), will **not** be eligible for the Sand City retiree medical benefit above the PEMCHA minimum as specified in section 16(a) above, except for the following:

Lateral Police Officers hired by Sand City into a position represented by the Sand City Police Officer Association prior to October 1, 2023. Lateral Police Officers shall be defined as those who are currently employed as a sworn Peace Officer in a California city, county, state or public agency, who possess a California Basic POST certificate at the time of completing the employment application, and who have passed their current agency's probationary period.

b. All employees hired prior to November 6, 2018 shall be eligible for the retiree medical benefit.

17. Insurance Coverages

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans

or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

17.1. Major Medical

The City and POA agree to continue in the Public Employees Medical and Hospital Care Act (PEMHCA).

- The City shall pay the employer required statutory minimum contribution for employees enrolled in the PERS (PERS-PORAC) health plans as required by the Public Employee Medical and Hospital Care Act (PEMHCA).
- The City will contribute the following amounts to be used to purchase group medical benefits for the employee and or dependents through an approved PERS Health Plan Program. Any unused portions “cash back” are paid as taxable income for employees hired before ratification and approval of this Agreement. Employees hired on or after ratification and approval of this Agreement are not eligible for cash back.

·	Family	\$1582.65
·	2-Party	\$1582.65
·	Single	\$1055.10

17.2 Cash in Lieu: Employees who opt out of the City's medical plan and provide proof of alternate group medical insurance, will be entitled to the cash in lieu as provided below. To qualify, employees must provide proof of group coverage annually. Alternative must be acceptable by the City and compliant with the Affordable Care Act.

- No Coverage/Waiving Coverage for employees hired on or after ratification and approval: Cash in lieu shall be \$500 per month for all bargaining unit employees hired on or after ratification and approval of the new Agreement. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.
- No Coverage/Waiving Coverage for employees hired before the date of ratification and approval (Grandfathered Group): Cash in lieu amounts shall remain as provided in section 17.1 above. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. In the event that an employee in this group becomes covered under the City health insurance plan on or after the date of ratification and approval, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.

17.3 Dental / Orthodontia

The City shall pay the full cost for full time employees and family dental insurance administered by a third-party administrator up to the annual maximums described in the plan description.

17.4 Vision Care

The City provides vision coverage for full time employees and eligible dependents. Specifics of coverage are available in the plan description.

17.5. Life Insurance

The City will provide a \$50,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each full-time employee covered by this MOU.

17.6. Long Term Disability

The City shall provide Long Term Disability Coverage to regular salaried employees working 30 or more hours per week. Coverage shall commence after 90 days of disability, and provide up to 60% of salary for up to two years. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

18. No Smoking Policy

Pursuant to State law, smoking of tobacco products is prohibited in all enclosed City facilities including, but not limited to all buildings, out buildings and City vehicles. Only approved smoking areas may be used for such purposes.

19. Physical Fitness Incentive

The City understands the value of healthy employees, and wishes to provide the following to further Sand City employees in their fitness goals. Employees understand any fitness routine they take is on personal time.

19.1. Initiation to Fitness Center—The City will contribute one time to the initiation fees for a fitness center up to \$100.

19.2. The City will contribute \$30 per month for a single membership.

19.3. The City will contribute \$60 per month for a family membership.

19.4. In order to be eligible, employees must provide proof of their membership no later than July 15 of each year.

19.5. Physical Fitness Incentive is referenced in the Sand City Personnel Manual, Section 5.15 (d).

20. Leaves

20.1. Holidays

Holidays are listed in the Sand City Personnel Manual, Section 5.10.

Effective beginning July 1, 2020, bargaining unit employees who work holidays will be paid straight time for regular work hours worked on a holiday plus receive 8 hours of in-lieu holiday time. Bargaining unit employees who do not work a holiday because the holiday falls on their Regular Day Off (RDO) shall also receive 8 hours of in-lieu holiday time. Holiday in-lieu time must be used within the fiscal year in which it is earned or it shall be cashed out in June of each year.

Effective upon ratification and approval of this agreement the floating holidays is eliminated.

20.2. Vacation Time Off

Vacation time off, including accrual, scheduling, pay upon separation, and holidays during vacation, are as addressed in Sand City Personnel Manual section 6.02 and as modified by this MOU. No bargaining unit member shall be permitted to accrue more than 300 hours of vacation time. An employee who reaches the accrual cap of 300 hours shall cease to earn additional vacation hours until they are under the 300 hour vacation accrual cap.

20.3. Limitations (Cap) on Accumulated Paid Time Off

Limitations (Cap) on Accumulated Paid Time Off are as • addressed in Sand City Personnel Manual section 6.13 and as modified by this MOU. Bargaining unit employees are required to be below accumulated paid time off accrual caps no later than June 30, 2022.

20.4. Sick Leave

Sick leave provisions are as addressed in Sand City Personnel Manual section 6.03 and as modified by this MOU. Bargaining unit employees hired on or before ratification and approval of this Agreement "Grandfathered Employees" shall be permitted to cash out sick leave in accordance with the Personnel Code provided that accrued sick leave hours

over 400 hours are not subject to the cash out provision. Accrued sick leave balances above 400 hours may only be used as sick leave in accordance with this MOU, City rules and the law.

20.5. Various Leave Provisions

Various leaves, including Bereavement Leave, Jury Duty, Leave of Absence Without Pay, Military Leave, Medical Leave, FMLA and CFRA, Time off to Vote, Administrative Leave, and Accumulated Time Off are as addressed in Sand City Personnel Manual Sections 6.04 through 6.14.

21. Grievances

Grievances are addressed in Sand City Personnel Manual Section 7.

22. Personnel Manual

Parties recognize the City's rights as indicated in the City's Personnel Manual.

23. Future Negotiations

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2022.

24. Signatures

This Memorandum of Understanding sets forth the full and complete understanding of the parties hereto.

Dennis Wallach

Donna Williamson

Larry Escobar

Vibeke Norgaard

Jeff Bushnell

**Sideletter of Agreement
Between the
City of Sand City
And the
Sand City Police Officers' Association
May 13, 2020**

The parties agree to the following as part of the settlement agreement completing MOU negotiations for a successor agreement:

1. Bargaining unit employees with current sick leave balances over 400 hours shall be permitted on a one-time basis to cash out sick leave hours over 400 hours in the second full pay period following ratification and approval of this Agreement. Eligible employees who want to participate in the one-time cash out must submit a request to the City Manager no later than two weeks following the approval date of this MOU by the City Council. Eligible employees who do not submit such an email shall not be eligible to cash out the sick leave above 400 hours and that leave shall remain in the sick leave bank as sick leave which can be used only in accordance with this MOU, City rules and the laws pertaining to sick leave use.
2. All MOU clean-up must be completed by the parties before this MOU will be effective.
3. The City is in the process of updating the Personnel Rules. In the event that changes to the personnel rules trigger bargaining obligations the City shall provide notice and an opportunity to meet and confer on such changes.

Dennis Wallach

Donna Williamson

Larry Escobar

Vibeke Norgaard

Jeff Bushnell

AGENDA ITEM

7C



City of Sand City

Agenda
Item

7C

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: May 13, 2020
SUBJECT: Discussion on 2020/2021 priorities for Sand City

Discussion:

City Staff would like to work with Council to identify priorities going into the new fiscal year. This discussion can include priorities that can be completed in a fiscal year, or it can be something that we start but may take place over the course of a number of years.

Our objective is to learn what things are the most important to you as elected representatives of our City, and what you feel like we need to be focusing our efforts towards.

As City Manager I do have several items that I feel like we should and can accomplish over the rest of 2020 and beyond, but it is important for me to hear from you to ensure our vision for the City lines up. A couple items are important from my perspective including but not limited to;

- Promoting lighter, quicker, and cheaper economic development initiatives such as façade grants, public art, and creative community spaces especially in the West End. This could include the repurpose of the Carroll Property as a creative community space.
- West End Creatives: Support Existing, incubate start-ups, and attract entrepreneurs.
- Maintain Fiscal Sustainability
- Human Resources and Information Technology upgrades to improve efficiency and effectiveness.
- Maximize all opportunities including grant-based Capital Improvements (Contra Costa & Catalina)
- Quick win and high visible public improvements throughout the City that will inspire civic pride.

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

Fiscal Impact:

There is no fiscal impact associated with the discussion of priorities.

Recommendation:

Council to share with City Staff identified priorities going into the new fiscal year and beyond.

AGENDA ITEM

7E

Connie Horca

From: Monterey Peninsula Chamber of Commerce
<communications@montereychamber.com>
Sent: Wednesday, May 13, 2020 1:05 PM
To: connie@sandcityca.org
Subject: New Moon Gate Plaza Apartment Complex in Salinas' Chinatown



TWENTY INTERIM CLIENTS MOVE TO MOON GATE PLAZA

The much-anticipated opening of Moon Gate Plaza housing complex in Chinatown in Salinas has been a benefit to more than 20 of Interim Inc.'s homeless clients.

The 90-unit complex includes a community room with a kitchen, a courtyard with community gardens, bicycle storage, a library and a multi-purpose room.

[LEARN MORE](#)

[INTERIMINC.ORG](https://www.interiminc.org)

Twenty-two Interim Inc. Clients Find Housing at Innovative New Moon Gate Plaza Apartment Complex in Salinas' Chinatown

SALINAS, CA. (May 11, 2020) — Moon Gate Plaza apartments in Chinatown in Salinas opened in January, benefiting 20 of Interim Inc.'s homeless clients.

The \$40 million housing project, a collaboration between MidPen Housing and the Central California Alliance for Health, is a 90-unit mixed-use housing complex with a particular emphasis on low- and extremely low- income households and the homeless.

The complex connects housing and health services for the highest users of the healthcare system, with 20 supportive apartments set aside for that population and another 20 set aside for clients of Interim Inc., Monterey County's leading provider of adult mental health services and support. The other 50 apartments will provide housing for other low-income residents of Monterey County.

Through a collaboration of local nonprofit organizations, the ground floor of Moon Gate provides a vibrant space that incorporates arts, health and wellness, culture, and educational programming to serve all Chinatown neighborhood residents.

The complex includes a community room with a kitchen, a courtyard with community gardens, bicycle storage, a library and a multi-purpose room. Interim has an agreement with MidPen Housing for 20 of the units to house homeless clients with mental illness. The tenants for the remaining 70 apartments were determined by a lottery of qualified applicants. Two other Interim clients were chosen for apartments in the lottery.

One of the first residents of Moon Gate was Interim client Junior Rangel, who moved in on March 16 from Interim's Shelter Cove transitional housing. He says that his studio apartment on the third floor is safe and quiet. He is getting to know his neighbors.

"I like that I have an apartment where pets are allowed. I got a puppy. Her name is Diana and she's a corgi/chihuahua mix," said Rangel. "The building has a place where I can walk her and get exercise."

Since many Moon Gate residents have a history of homelessness, some will need to relearn how to budget their income, how to cook healthy meals, and other skills to live successfully in the community. With an office space on the third floor, Interim counselors will provide individualized service plans, assessments, case management and care coordination for these residents.

"The partnership between Interim and MidPen has been fantastic for the referred residents," said MidPen Leasing Director Daniel Fagan. "The timely action and follow-up by Interim led to the placement of 20 residents. The MidPen and Interim teams communicate and collaborate regularly to better serve the residents, which in turn will likely lead to stabilized housing for the residents and the community as a whole."

Financing for the \$40 million development was provided by the City of Salinas, the Housing Authority of the County of Monterey, the California Tax Credit Allocation Committee, the Central California Alliance for Health, the Federal Home Loan Bank of San Francisco, and Bank of America Merrill Lynch. Dahlin Group Architectural Planning was the architect and the contractor was Ausonio, Inc. MidPen Property Management Corp. will provide onsite professional property management.

About Interim, Inc.

Interim, Inc. is a private nonprofit organization that provides a unique combination of support services, housing and treatment for adults with mental illness in Monterey County. Services provided include affordable supportive housing, residential treatment, mental health and dual-recovery services, case coordination, therapeutic services, outreach and intensive support for homeless adults, supported education and employment, day treatment and peer support.

Interim Inc.

P.O. Box 3222
Monterey, CA 93942
(831) 649-4522
www.interiminc.org

Please forward this e-blast to your colleagues, customers, clients, friends,
family and fellow community members!



Monterey Peninsula Chamber of Commerce | 353 Camino El Estero, Monterey, CA 93940

[Unsubscribe connie@sandcityca.org](mailto:connie@sandcityca.org)

[Update Profile](#) | [About Constant Contact](#)

Sent by communications@montereychamber.com in collaboration with



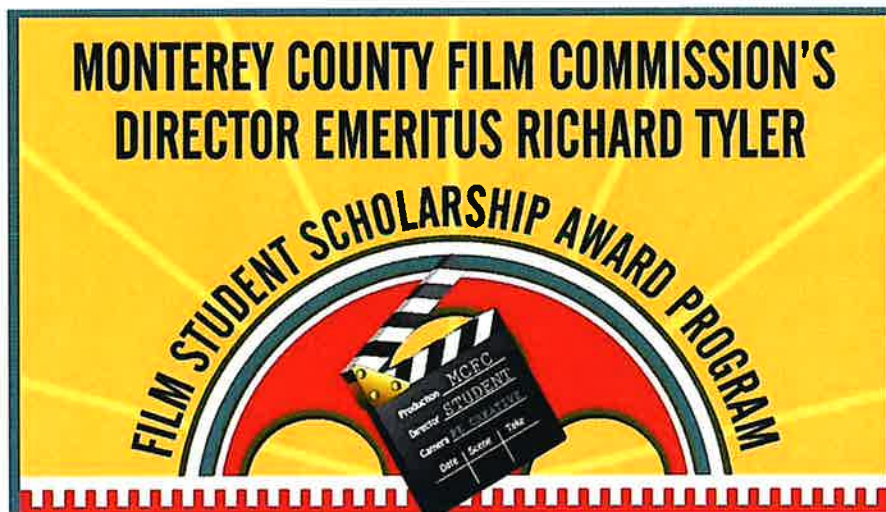
Try email marketing for free today!

Connie Horca

From: Moira LaMountain <moira@filmmonterey.org>
Sent: Thursday, May 14, 2020 3:20 PM
To: connie@sandcityca.org
Subject: Film Student Scholarship Winners Announced and premiere of the "9,000 8th Graders" documentary



Film Student Scholarships Awarded



Reyna Bautista
Gonzalez



Kristin Rebozzi

(Monterey, Calif. – May 12, 2020) Reyna Bautista Gonzalez, a Cinematic Arts and Technology major at California State University, Monterey Bay (CSUMB), was named the winner of the \$2,000 scholarship in the 2020 Monterey County Film Commission's Director Emeritus Richard Tyler Film Student Scholarship Award Program. The CSUMB senior is originally from Whittier.

Another CSUMB student, Kristin Rebozzi of Morgan Hill, received a \$1,000 special award to go towards her senior thesis film to be shot later this year. She is in pre-production and plans to use Monterey County locations, as she works with a student collaborator on her narrative short film. [Read More](#)

9,000 8th Graders

*"The
ultimate
field trip!"*

Joe Livernois
Voices of Monterey Bay



Tune in to this "feel good" documentary as 9,000 Monterey County 8th graders watch the birth of the US Constitution by attending - **Hamilton, An American Musical.**

KSBW 8, Saturday, May 16, 7:00-8:00 pm

Central Coast ABC, Saturday, May 23, 6:30-7:30 pm

Estrella TV, Saturday, May 23, 9:00-10:00 am

It was an extraordinary idea that Monterey's nonprofit Dan and Lillian King Foundation's board member, Marc Del Piero, had: How about giving every 8th grader in Monterey County the opportunity to go for free to see the historical musical "Hamilton: An American Musical" at the Orpheum Theater in San Francisco? After all, the mission of the Dan and Lillian King Foundation is to educate Monterey County's students on the genesis of the U.S. Constitution, and the California State curriculum requires U.S. history in 8th grade so it was a great match.

[Read More](#)



The CTE (Career and Technical Education) Film Festival within the Salinas Unified School District will be live streaming tomorrow evening. If you'd like to watch these student films and be a judge, [CLICK HERE](#) for more information. You can watch them now, so don't delay!

Roy W. Dean Film Grant Competition - Deadline June 30, 2020

For more information, [CLICK HERE](#)

Donations are gladly accepted for the MCFC Director Emeritus Richard Tyler Film Student Scholarship Award Program. This program is designed to support the next generation of filmmakers throughout Monterey County.



Richard Tyler

Thank you to the following community partners for their support of the nonprofit Monterey County Film Commission.



The Monterey County Film Commission was created in 1987 and is funded in part by the Monterey County Board of Supervisors, who we thank for its ongoing support of our nonprofit's efforts to bring "Lights, camera, and economic action" throughout Monterey County. Film business has boosted economy by more than \$117 million since 1987.



MONTEREY COUNTY
FILM COMMISSION

The mission of the Monterey County Film Commission is to inspire and facilitate film and media production throughout Monterey County, creating positive economic impact.
For more information, visit our website at FilmMonterey.org.



Monterey County Film Commission | Post Office Box 111, Monterey, CA 93942-0111 831-646-0910

[Unsubscribe connie@sandcityca.org](mailto:connie@sandcityca.org)

[Update Profile](#) | [About Constant Contact](#)

Sent by moira@filmmonterey.org in collaboration with



Try email marketing for free today!