



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, APRIL 16, 2019

5:30 P.M.

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

Regular Meeting – April 16, 2019

5:30 P.M.

CITY COUNCIL CHAMBERS

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

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**
5. **COMMUNICATIONS**

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

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

6. **CONSENT CALENDAR**

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

- A. Approval of April 2, 2019 Sand City Council Meeting Minutes
- B. Acceptance of City/Successor Agency Monthly Financial Report, February 2019
- C. Approval of City RESOLUTION Recognizing Community Human Services on their 50th Anniversary
- D. Approval of City RESOLUTION Authorizing the Interim City Administrator to Approve the Contract Amendment to the Agreement with EMC Planning Group for the Completion of the Vibrancy Plan

- E. Approval of City RESOLUTION Amending the Existing Contract with Michael McCarthy for Special Projects/Human Resources Consulting Services for Fiscal Year 2018/2019

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATIONS

- A. Presentation by Robin McCrae, CEO of Community Human Services regarding Community Programs {10 minutes}

9. PUBLIC HEARINGS

- A. FIRST READING: ORDINANCE Amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards (this item to be continued)

10. OLD BUSINESS

- A. Engineering and Public Works Department Summary Report comprising of the Sand City Water Supply Project, Storm Water Management Program, City Projects including the West End Stormwater Improvement Project (Prop 1 TA), TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Prop 68 Grant, Private Development Projects including the South of Tioga Project, and Grant, Community Development, and Planning Department updates by the City Administrator/City Planner

11. NEW BUSINESS

- A. Discussion and Council Direction regarding Development Agreement with DBO Development LLC regarding the South of Tioga Project
- B. Comments by Council Members on Meetings and Items of interest to Sand City
- C. Upcoming Meetings/Events

12. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, May 7, 2019
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

**Sand City Council Agenda
04.16.19 Council Meeting**

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

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

AGENDA ITEM

6A

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

Regular Meeting – April 2, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting 5:30 p.m.

The invocation was led by Reverend Jason Yarborough.

The Pledge of Allegiance was led by Chief Brian Ferrante.

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

Staff: Fred Meurer, Interim City Administrator
Vibeke Norgaard, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Linda Scholink, Director of Administrative Services/City Clerk

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

The Mayor announced that her Mayors report for March 2019 is available.

Interim City Administrator Meurer announced that the First Reading for the Ordinance regarding New Engineering Standards will be pulled and continued due to comments received on the item. He reported that the South of Tioga development project and new desalination plant wells are under way. The applicant for the South of Tioga project received review comments on their project submittal. Several issues need to be addressed prior to demolition of the public right of way, such as acquisition of the portion of the right of way that the City does not own. Staff is working on finalizing a development agreement and this will need to be done prior to work being performed. The development agreement will serve to protect the City during construction. Two responsive proposals were received for assistance with project development for South of Tioga to augment the City's capabilities for the size and scope of the project. Staff reviewed the proposals and determined that 4Leaf may be a possible candidate.

The City initially intended to build the new desalination wells; however, Cal-Am has agreed to build the new wells. The Coastal Commission will hold a meeting on April 10, 2019 and extension of Sand City's coastal development permit is on the agenda. Staff is also working on the extension to the P.G.& E permit.

Council Member Blackwelder received information regarding the possible improvements to the right of way adjacent to the South of Tioga project. Mr. Meurer clarified that the City will need to research several possibilities in making these improvements as the South of Tioga project only extends to the medium of the street. He mentioned financing via bonds and also reported on the Contra Costa entrance to the City. The Mayor reported that some cities received grant funds to construct roundabouts on their streets, and that Monterey-Salinas Transit may possibly extend its bus line along the right-of-way. Council Member Blackwelder added that entrances into the City should be a priority as part of future street improvement projects.

AGENDA ITEM 5, COMMUNICATIONS

6:00 P.M. Floor opened for Public Comment.

There was no comment from the Public.

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

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the March 19, 2019 Sand City Council Meeting Minutes.
- B. There was no discussion of the City/Successor Agency Monthly Financial Report, January 2019.
- C. There was no discussion of the City **Resolution** Honoring Lynn Davis as the 2019 Monterey Peninsula College President's Award Recipient.

Motion to approve the Consent Calendar items was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PUBLIC HEARINGS

A. FIRST READING: ORDINANCE Amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards (Item to be continued to future meeting)

Mayor Carbone commented that the First Reading of the Ordinance amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards will be continued to the second council meeting.

AGENDA ITEM 9, OLD BUSINESS

A. Further Discussion and Guidance on 2019-2020 Budget

Mayor Carbone reported that the Interim City Administrator asked Council for comments prior to the meeting on items found on page 36 contained in the agenda packet. The Council may have provided some comments and will be discussing their input and which direction to take in moving forward.

Interim City Administrator Fred Meurer reported that several budget issues had been discussed and outlined in the attached staff report provided. Change is always difficult in an organization even when they are positive changes, and considering the City's future needs and fiscal realities changes are not always going to be positive. The City will need to take action regarding the Public Employees Retirement System (PERS) obligation especially with regards to public safety, starting a path towards a financial strategy that looks into revenue and expenditure realities, as well as reviewing cost realities for City services.

In response to Council Member Blackwelder's inquiry regarding what changes would impact future revenues and expenditures, Mr. Meurer responded with the example that eight-percent of the City's budget is paying towards its PERS obligations. There is also no program allocated for professional development for existing employees and that every City should have a professional development program that would serve the needs of the community. There was discussion regarding the additional hours the City Attorney is working outside of her retainer for the City.

Council Member Hawthorne commented that in business, revenues and expenditures are always examined. He provided an example on page 52 of the agenda packet regarding the recurring expenses of the City Council, administration, finance, attorney, community development, fire, public works, parks, etc. and adding those expenses together is still considerably less by the half-million being paid for the police department. This is a vast number and reflects 38% of the City's budget which is more than the 36%

sales tax revenues that the City is receiving. He inquired whether anyone knows how many cities the size of Sand City has their own police department? Mr. Meurer responded that he would have to check with the League of California Cities but was sure that it is zero. Mr. Hawthorne continued that for the size of a City such as Sand City the possibility of exploring outsourcing public safety services would seem feasible. He suggested that Sand City should research blending with another City and share this expense. We should seek and find out the cost of installing cameras throughout the City to decrease the need for additional officers. The City will lose over \$800,000 in revenues in 2 years which is a big loss and even the transient occupancy tax would not make up this loss. Council Member Sofer concurred with Council Member Hawthorne's observations and that seeking to contract services may prove beneficial to the City.

Mr. Meurer added that several cities the size of Sand City are contracting for outside services. The real question is: as a community what level of police services do you need and want, and how do you provide that level of service. He outlined the pros and cons regarding any decision that could be made, and if the Council decides to embark on this course of action, factors regarding the level of service the City is expecting should be explored and considered. The City's expectations would have a price tag and this price should meet the expectations. Mr. Hawthorne added that this expense is not sustainable and the Council needs to consider the future.

Council Member Cruz added that there are a lot of outside shoppers and tourist that frequent the shopping centers, and the City will be expanding its future residential population. Current and future residents will want to feel safe. Mr. Hawthorne commented that there is a way to work this out so that it is financially healthier for the City and suggested that looking into the future may involve installing cameras throughout the City.

Mr. Meurer spoke to Smart Cities and the technology being utilized by these cities, how it is being used to augment the public's safety, and how could we take this technology to work for Sand City. The first meeting in May would be public safety night and has invited the fire and police Chief's to explain in considerable detail what they do, how they do it, where they live, how much it costs to do it, and what are the potential costs of not doing it. He spoke to management needs during transitional periods and what happened during the City of Monterey's fire department transition. This potential discussion may sound frightening to personnel and that is not the intent. He plans to research and familiarize himself with what is going on throughout municipalities regarding contracting public safety services.

Mr. Hawthorne added that the City would not lose services, but can work cohesively with other cities to provide better services that would prove more feasible for the long term expense. Mr. Meurer summarized that what the City wants is quality service and is not at the present time reducing the level of public safety service. There are several techniques and ways of increasing the visibility of police officers and the people they serve. Overall, the City does not want to reduce its capability but would like to explore ways to eliminate duplication that is not directly impacting safety such as evidence management, duplicate records systems, etc. The analysis would include the option for providing the police component of public safety, and how to sustainably pay for what the City has right now.

Police Chief Brian Ferrante understands what has been discussed and the PERS issue is prevalent in every local agency throughout the State. He suggested that for the first meeting in May, he would like that it be 'Fire' day and the second meeting as 'Police' day. He spoke to the PERS future projections and noted that Sand City has the lowest percentage compared to local agencies. It sounds feasible when we talk about contracting services to another City which may not be a bad idea, but issues will come up and should be a topic of discussion. Sand City's policing model differs from Seaside's as Sand City is very proactive. The reality for Seaside is that they are grossly understaffed and are down ten positions and do not anticipate being able to fill those positions due to several factors. They do not have the capacity to take on Sand City as those positions would not be filled for another 5-10 years. The question is if this is doable? It is doable, but will the money you save reflect the level of service you sacrifice. Mr. Ferrante provided a car analogy and added that everyone in the State is experiencing an increase in property crime due to legislative actions that decriminalized felonies to misdemeanors. Sand City does not have this issue as the officers are continually dealing with these people. Target is one store that has seen a decrease in crime. This is an expensive line item on the budget, but the service you are receiving is extremely good for the money you are paying. Sand City is receiving an excellent product for the money. You can contract this out and get a minimum level of service, but you may not be satisfied with that level of service, and you may or may not save money due to the level of PERS contributions. Any new hire would incur personnel costs for the officer filling the beat as well as equipment costs.

Council Member Hawthorne commented that this is why this needs to be studied. The problem he has observed is can the City sustain on-going hiring of personnel when taking into account the budget and expenses. This is a financial issue, not a personnel issue and continuing at the same rate would result in inevitable collapse.

Mr. Meurer asked the Council to consider what level of service you want for the City, as you have to purchase the capacity of that service. The bulk of the costs are associated with the people and the people are associated with the service. The new city manager would have to deal with this and the Council will need to think about prioritizing what their expectations are. It is a multi-faceted problem and agrees with the Chief that the second meeting in May for a 'police' presentation would allow for additional time for data collection.

Council Member Blackwelder suggested that each Council Member take a ride with the Police Chief to experience and survey the daily things that occur. Mr. Ferrante inquired: can the City afford a police department and what level of service are you willing to accept? If there is no choice other than to accept a lower level of service, it would have to be a fiscal decision. The Council may also find there is no other choice and that there are no cheaper police services. He is in agreement with a regional policing model for the Peninsula cities. As costs increase, a regional model may be something that everyone can look at. The level of service may not be the same as is provided now, but it can be something that will come close to that level.

Mr. Meurer added that the reality the Council will need to think about is what the options are. The Council has outlined one option which may be difficult, painful, and emotional. In the end, the police officers may come up with an idea on how to contribute to the solution. Mr. Hawthorne commented that this has to be looked at seriously and does not want to be in the same position that Pacific Grove is in. If the Council is to look into the future he does not want a negative perspective from the public thinking that decisions were made unwisely. Mr. Meurer added that in the 2020 Election, the Council may want to think about a quarter percent tax increase before other agencies consider doing so. The question is do we want to look at this option. The City can research estimates on PERS increases for the next few years as well as property and sales tax increases.

There was Council discussion regarding the possibility of raising the transient occupancy tax and whether this would be feasible, and the decrease in sales tax revenue due to the loss of Orchard Supply. This should be seriously thought of and something that cannot be solved quickly. There was further discussion regarding legislation and future housing implementation, and short-term rentals. Mr. Meurer mentioned that staff would research the subject of short term rentals.

Mr. Meurer spoke to the 5-year Capital Improvement Program, and requested that the Council provide him with a list of priorities and preliminary designs for improvements so that the City can compete for

grants as they become available.

Council Member Hawthorne commented that the TAMC right-of way should be one of the City's top priorities. This would provide for additional parking, from Seaside into Sand City and is incredibly important for the City. He had also mentioned this at the MST Board meetings and they are open to the idea.

There was discussion regarding the idea for a community center and possible donations towards its construction/development. City Attorney Norgaard added that the South of Tioga development does require DBO development to allocate fees towards a community center per the Quimby Act. Staff is presently researching the costs for this. The Mayor added that these in lieu fees for the South of Tioga development should be used towards the possibility of a community center, council offices, or art gallery.

Chief Ferrante spoke to the habitat behind the shopping centers and per the agreement; the City is now responsible for that. State Parks does bring in students to do plantings. California State University Monterey Bay (CSUMB) also has a group that will assist in the habitat management. The City would need to make arrangements to do this.

Mr. Meurer added that he presently has no directive from the Council regarding code enforcement. He would like to address building compliance issues within the City and would like an enforcement strategy for parking issues also. Code enforcement needs to be followed up and funds need to be allocated towards this. Ms. Norgaard commented that having an administrative citations ordinance would help to establish a process for enforcement. Code enforcement should be a program for service and something that Staff takes care of that also raises the level of service to the City.

Mr. Meurer noted that he has received guidance from the Council. The idea of a Budget study session is a good idea and a meeting can be scheduled for a future date.

- B. Engineering and Public Works Department Summary Report comprising of the Sand City Water Supply Project, Storm Water Management Program, City Projects including the West End Stormwater Improvement Project (Prop 1 TA), TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Prop 68 Grant, Private Development Projects including the South of Tioga Project, and Grant, Community Development, and Planning Department updates by the City Administrator/City Planner.**

City Engineer Leon Gomez reported that there is no desalination plant report as an update from Cal-Am has not been received. Mr. Gomez met with Cal-Ams new engineering manager Tim O'Halloran regarding the new wells project and would like to move the project forward. Mr. Gomez was advised that an agreement needs to be created between the City and Cal-Am to indicate costs and how responsibilities are handled. Cal-Am will be drafting this agreement and sending it to Staff.

Staff conducted a field walk and reviewed the plans prepared by the Technical Assistance (TA) team last week for the stormwater project on Contra Costa and Catalina Avenue. Comments will be provided to the TA team for the project.

Environmental clearance was received from Monterey County for Calabrese Park Improvements. Staff will research whether the CDBG funds need to be used now or if it can be set-aside and used at a future date. A Prop 68 grant may also have the potential to expand the project to include ADA ramps, parking area, and improved sidewalks. The applicant for the South of Tioga project submitted a 700 page document for improvement plans, technical reports, and final maps. They received approximately 170 comments. Final approval may take several months as the review process may go through three or four submittal processes

In response to Council Member Sofer's inquiry regarding the hazmat materials parked at the Carrol building, Mr. Gomez commented that this would need to be escalated. An email received from Scott Ottmar indicated that the materials would be gone by this week. These materials are from the sewer main project performed by the City of Seaside.

AGENDA ITEM 10, NEW BUSINESS

A. Consideration of City RESOLUTION Adopting Amendment #1 to the City Budget for Fiscal Year 18-19

City Clerk Linda Scholink reported that the good news is that the City has gone from a deficit to a \$83,000 positive due mainly to relinquishing the responsibility of constructing the wells. The overall change in revenues is reported on page 46 and the revenues stayed steady with. Major changes were depicted under expenses. The departmental increases are primarily due to salary and benefit increases and the interest rate which has doubled. Page 50 depicts the FEMA grant and the City received more than expected. A majority of the revenues (67%) is from sales/use tax and transactions tax, with 11% coming from Cal-Am. Ms. Scholink reported and explained the big changes to the amended budget in expenditures by department to include the GASB-unfunded liability, Administrative Department's contract services, City Administrator recruitment, Sales

Tax/Transaction Tax Administrative Fees, attorney and outside counsel, and increase in the EMC vibrancy plan. The Police Department depicts an increase of \$300,000 due to increase in salaries and benefits, education, and liability claims. The Public Works Department increased by \$150,000 to include engineering services contract work. There were changes reflected in the Parks Department landscaping, Community Garden, and Government Building maintenance and repair. A large change was depicted in the amount for the desalination plants new wells construction since that will not be expensed this fiscal year.

Ms. Scholink clarified the process of the salary increases for Council Member Cruz.

8:15 P.M. Floor opened for Public Comment.

There was no comment from the Public.

8:15 P.M. Floor closed to Public Comment

Motion to approve the City **Resolution** Adopting Amendment #1 to the City Budget for Fiscal Year 18-19 was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Council Member Hawthorne previously reported on the TAMC right of way improvements. Due to the absence of two Arts Committee members, a meeting was not recently held and hopes to get back on track upon their return.

Mary Carbone will be working with Monterey-Salinas Transit to schedule a meeting with all the parties involved.

Council Member Blackwelder inquired about the City Manager recruitment process and received a report on its progress. The recruitment will close on May 10, 2019.

C. Upcoming Meetings/Events

The City Clerk inquired about the Economic Summit and MCBC luncheon. There were no RSVP's. She reminded the Council of the City Barbeque on May 18th.

AGENDA ITEM 11, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Hawthorne, seconded by Council Member Sofer to the next regularly scheduled Council meeting on Tuesday, April 16, 2019 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 8:29 p.m.

Linda K. Scholink, City Clerk

AGENDA ITEM

6B

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Director of Administrative Services *Lyncke*
Subject: Financial Reports
Date: April 10, 2019

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 February 2019.

A. City of Sand City Reports

1. Balance Sheet Report for February 2019.
2. Revenue received in the month of February 2019-Total \$ 895,781.42
This total includes transfers).
Month End Cash Register Activity Report for February 2019.
3. Expenditures paid for in the month of February 2019-Total \$ 190,728.93
Month End February 2019 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Employee's and the City Council.
Payroll \$ 155,155.00
Payroll taxes \$45,028.42
4. Current City Balances as of February 28, 2019.
Total \$ 6,714,899.22 restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$988,000 in CD's ranging from 6 months to 3 years.

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

1. Balance Sheet Report for February 2019
2. Revenue received in the month of February - Total \$ 146.53
Month End Cash Register Activity Report for February 2019.
3. Expenditures paid for in the month of February 2019 Total \$1,925.00
Month End Cash Disbursement Report for February 2019
4. Current Successor Agency Balances as of February 28, 2019
Total \$ 1,715,562.10restricted and unrestricted (Includes Rabobank and Bond CD's).

- ☉ In addition to the City and Successor Agency balances, there is a total of
- ☉ \$ 225,179.24 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for February 2019

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
2/14/19	22918	Monterey County	\$ 9,400.05	Property tax
2/28/19	22936	State of California	\$ 293,707.58	Transaction tax
2/28/19	22938	State of California	\$ 332,111.42	Sales/Use 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>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
2/27/19	22921	LAIF	\$ 200,000.00	Transfer to City Checking

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

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
33268	DLB Associates	\$ 14,516.29	IBM Server for Police
33288	Stephen L. Vagnini	\$ 5,000.00	West End Coordinator
33317	William Avery & Asso.	\$ 7,900.00	Initial Search/City Administrator
33322	Creegan & D'Angelo	\$ 38,974.00	January Engineering Services
33252E	Bid4Assets, Inc.	\$ 5,035.00	Deposit on Afton Default Property

Successor Agency Notes for February 2019

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of February 2019 are listed below. There were no special or major receipts this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Transfers

There were no transfers this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Month End Cash Disbursement Report-Special or Major Expense for the Month of February 2019 is explained below.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
2/24/19	US Bank	\$ 1,925.00	2008B Bond Admin Fees

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

Word/td/financials/2019financials

City of Sand City

REPORT.: 03/13/19
 RUN....: 03/13/19
 Run By.: LINDA

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

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: February 28, 2019

Fiscal (08-19)

Assets			Acct ID

Cash Clearing Checking Account	676,259.86	99	1001
General Fund HOUSING ACCT. FROM SERAF SA	213,841.57	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,409.87	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	5,397,554.93	10	1008
General Fund Fair market value adjustments	-4,737.64	10	1009
General Fund Sand City Community Center	-1,000.00	10	1011
General Fund Investment CD	164,832.99	10	1020
General Fund Pro Equities Money Market	44,831.23	10	1080
General Fund Pro Equities CD's	987,000.00	10	1081
General Fund Cash Balance	630,126.41	10	1099
Gas Tax - 2105 Cash Balance	24,667.44	31	1099
Traffic Safety Cash Balance	2,320.03	35	1099
RMRA -Road M&R Cash Balance	4,126.24	37	1099
Measure X TAMC Cash Balance	15,019.62	38	1099
Cash Clearing Cash Balance	-676,259.86	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	471,405.00	10	1112
General Fund Sales Tax Receivable	65,080.08	10	1115
General Fund TRANSACTION TAX RECEIVABLE	69,427.05	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/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	3,968,534.96	70	1280
Gen. Fixed Asst CIP- Wells	148,683.73	60	1288
Gen. Fixed Asst CIP-CITY ENTRANCE PROJECT	1,312.00	60	1289
Gen. Fixed Asst Land	1,005,871.95	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	2,488,760.43	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	-7,193,990.66	60	1300
General LTD Act Deferred Outflow- Pers contrib	1,006,453.74	70	1400
General LTD Act Deferred Outflow- Actuarial	1,157,086.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTS	316,000.00	70	1500

Total of Assets ---->	36,023,932.24		36,023,932.24
=====			

Liabilities

Acct ID

REPORT.: 03/13/19
 RUN....: 03/13/19
 Run By.: LINDA

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

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: February 28, 2019 Fiscal (08-19)

Liabilities

			Acct ID
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	593,723.52	70	2020
General LTD Act NET OBEP LIABILITY/ASSET	-379,000.00	70	2025
General Fund DEFERRED REVENUE	128,832.91	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	31,451.00	10	2059
General LTD Act STREET SWEEPER-CAPTIAL LEASE	45,968.07	70	2071
General Fund State Mandated CASP Fee	7.00	10	2115
General Fund Health Insurance	21,130.50	10	2150
General Fund Dental/Vision	124.68	10	2160
General Fund POLICE ASSOC. DUES	805.00	10	2180
General Fund PEPRA RETIREMENT %	2,320.12	10	2191
General Fund AFLAC PRE TAX	69.82	10	2195
General Fund AFLAX-AFTER TAX	-69.70	10	2196
General Fund PERS SURVIVOR BENEFIT	44.00	10	2197
General LTD Act Net Pers Liability	4,882,751.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	185,942.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTURARIALS	54,000.00	70	2505
<hr/>			
Total of Liabilities ---->	6,886,289.59		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	17,082,352.69	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	16,227.76	31	3400
Traffic Safety Unappropriated Fund Balance	1,825.37	35	3400
Gen. Fixed Asst Unappropriated Fund Balance	-1,345,023.29	60	3400
General LTD Act Unappropriated Fund Balance	1,064,689.60	70	3400
Gen. Fixed Asst Investment in Fixed Assets	12,219,884.85	60	3600
Gen. Fixed Asst CAPITAL LEASE	189,797.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-522,111.74		
<hr/>			
Total of FUND Balances ---->	29,137,642.65		36,023,932.24
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Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	02-19	02/14/19	22908	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 02/14/19	Db: 99	1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 02/14/19	Cr: 10	4055 00	
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 02/14/19	Db: 99	1001	3.60
								Cr: 10	4033 00	
								Db: 99	1001	.40
								Cr: 10	2115	
			22909	C	Mis	PAR02	Issued...: TO (DEVON) Feb 14 2019 08:48 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #7594	Db: 99	1001	40.00
								Cr: 10	4221 08	
			22910	C	Mis	MS	STATE OF CALIFORNIA MEDICARE PART D SUBSIDY Receipt Date: 02/14/19	Db: 99	1001	1198.04
								Cr: 10	4730 00	
			22911	C	Mis	MS	Issued...: TO (DEVON) Feb 14 2019 08:49 am Devon Lazzarino GILL MOTORS REFUND DMV FEES - P/W SILVERADO	Db: 99	1001	583.00
								Cr: 10	4730 00	
			22912	C	Mis	UUT	Issued...: TO (DEVON) Feb 14 2019 08:49 am Devon Lazzarino UTILITY USERS TAX DECEMBER 2018 UUT	Db: 99	1001	9767.89
								Cr: 10	4025 00	
			22913	C	Mis	CAB01	Issued...: TO (DEVON) Feb 14 2019 08:50 am Devon Lazzarino CABLE FRANCHISE 4TH QUARTER 2018 FRANCHISE FEES	Db: 99	1001	302.65
								Cr: 10	4035 00	
			22914	C	Mis	COPS	Issued...: TO (DEVON) Feb 14 2019 08:50 am Devon Lazzarino COPS GRANT DECEMBER 2018 COPS GRANT	Db: 99	1001	8333.33
								Cr: 10	4069 08	
			22915	C	Mis	UUT	Issued...: TO (DEVON) Feb 14 2019 08:50 am Devon Lazzarino UTILITY USERS TAX JANUARY 2019 UUT	Db: 99	1001	372.47
								Cr: 10	4025 00	
			22916	C	Mis	BL01	Issued...: TO (DEVON) Feb 14 2019 08:50 am Devon Lazzarino BUSINESS LICENSE NEW BUSINESS LICENSE	Db: 99	1001	150.00
					Mis	CAS90	Receipt Date: 02/14/19 BUSINESS LICENSE CASP FEE 90%	Cr: 10	4055 00	
					Mis	CAS10	NEW BUSINESS LICENSE Receipt Date: 02/14/19 BUSINESS LICENSE CASP FEE 10%	Db: 99	1001	3.60
								Cr: 10	4033 00	
								Db: 99	1001	.40
								Cr: 10	2115	
			22917	C	Mis	CAB01	Issued...: TO (DEVON) Feb 14 2019 08:51 am Devon Lazzarino CABLE FRANCHISE 4TH QUARTER 2018 FRANCHISE FEES	Db: 99	1001	1497.46
								Cr: 10	4035 00	
			22918	C	Mis	TRA01	Issued...: TO (DEVON) Feb 14 2019 08:51 am Devon Lazzarino COUNTY/TRAFFIC DECEMBER 2018 TRAFFIC	Db: 99	1001	26.41
					Mis	CRI01	Receipt Date: 02/14/19 CRIMINAL PC1463/CITY FINES	Cr: 35	4205 11	
					Mis	POC01	DECEMBER 2018 TRAFFIC Receipt Date: 02/14/19 COUNTY/PROOF OF CORR	Db: 99	1001	93.78
					Mis	PTT01	DECEMBER 2018 TRAFFIC Receipt Date: 02/14/19 COUNTY/PROPERTY TAX	Cr: 10	4210 08	6.93
					Mis	P172	DECEMBER 2018 TRAFFIC Receipt Date: 02/14/19 1/2 TAX POLICE/PROP 172	Db: 99	1001	9400.05
					Mis	REV	DECEMBER 2018 TRAFFIC Receipt Date: 02/14/19 COUNTY/REV & RECOVERY	Cr: 35	4205 11	28.35
								Db: 99	1001	42.83
			22919	C	Mis	UUT	DECEMBER 2018 TRAFFIC Receipt Date: 02/14/19 Paid by: COUNTY OF MONTEREY	Cr: 10	4210 08	
								Db: 99	1001	168.61
								Cr: 10	4025 00	
								Db: 99	1001	32169.80
								Day 02/14/19 Total ---->		
02/27/19			22921	E	Mis	LAI01	TRANSFER FROM LAIF TRANSFER FROM LAIF TO CITY CHECKING Receipt Date: 02/27/19	Db: 99	1001	200000.00
								Cr: 10	1008	
								Db: 99	1001	200000.00
								Day 02/27/19 Total ---->		

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	02-19	02/28/19	22922	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #SA18-565 Receipt Date: 02/28/19 Paid by: METRO REPORTING BUREAU Issued...: T0 (DEVON) Feb 28 2019 10:04 am Devon	Db: 99 1001 Cr: 10 4560 08	10.00
			22923	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7773 Receipt Date: 02/28/19 Paid by: J. DUCKWORTH Issued...: T0 (DEVON) Feb 28 2019 10:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22924	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - GAS Receipt Date: 02/28/19 Paid by: TIGER NATURAL GAS Issued...: T0 (DEVON) Feb 28 2019 10:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	190.46
			22925	C	Mis	MS	COUNTY OF MONTEREY FY 18-19 CSA74 EMS GRANT Receipt Date: 02/28/19 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Feb 28 2019 10:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4836 08	2500.00
			22926	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - GAS Receipt Date: 02/28/19 Paid by: GPT, INC. Issued...: T0 (DEVON) Feb 28 2019 10:05 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	66.72
			22927	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - ELECTRIC Receipt Date: 02/28/19 Paid by: DIRECT ENERGY Issued...: T0 (DEVON) Feb 28 2019 10:06 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	617.62
			22928	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - GAS Receipt Date: 02/28/19 Paid by: VISTA ENERGY Issued...: T0 (DEVON) Feb 28 2019 10:06 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	11.38
			22929	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 02/28/19	Lazzarino Db: 99 1001 Cr: 10 4055 00	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4033 00	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 02/28/19 Paid by: J&S REFRIGERATION Issued...: T0 (DEVON) Feb 28 2019 10:06 am Devon	Db: 99 1001 Cr: 10 2115 Lazzarino	40
			22930	C	Mis	MS	AVIANA BUSHNELL MARCH 2019 COBRA Receipt Date: 02/28/19 Paid by: AVIANA BUSHNELL Issued...: T0 (DEVON) Feb 28 2019 10:06 am Devon	Lazzarino Db: 99 1001 Cr: 10 2160	52.64
			22931	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - ELECTRIC Receipt Date: 02/28/19 Paid by: CONSTELLATION NEW ENERGY Issued...: T0 (DEVON) Feb 28 2019 10:07 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	92.21
			22932	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - GAS Receipt Date: 02/28/19 Paid by: SPARK ENERGY Issued...: T0 (DEVON) Feb 28 2019 10:07 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	.78
			22933	C	Mis	MOT01	MOTOR VEH IN TX 4325 FY 17-18 VLF COLLECTION IN EXCESS Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 10:07 am Devon	Lazzarino Db: 99 1001 Cr: 10 4325 08	189.32
			22934	C	Mis	P42	PROP 42 - TRAFFIC CONGESTION RELIEF FY 18-19 TRAFFIC CONGESTION RELIEF - PROP 42 Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 10:08 am Devon	Lazzarino Db: 99 1001 Cr: 31 4307 11	444.32
			22935	C	Mis	RMRA	ROAD MAINTENANCE & REHAB JANUARY 2019 RMRA Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 10:08 am Devon	Lazzarino Db: 99 1001 Cr: 37 4306 11	671.01
			22936	C	Mis	TUT01	TRANSACTION/USE TAX TOTAL DUE 4TH QUARTER 2018 Receipt Date: 02/28/19	Lazzarino Db: 99 1001 Cr: 10 4032 00	698164.55
					Mis	TUT01	TRANSACTION/USE TAX PRIOR DISTRIBUTIONS Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4032 00	-15856.97
					Mis	TUT01	TRANSACTION/USE TAX PRIOR ADVANCES Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4032 00	-385600.00
					Mis	MS	TRANSACTIONS/USE TAX COST OF ADMIN Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 03:21 pm Devon	Db: 99 1001 Cr: 10 5023 03 Lazzarino	-3000.00
			22937	C	Mis	TUT01	TRANSACTION/USE TAX TOTAL DUE 4TH QUARTER 2018 Receipt Date: 02/28/19	Lazzarino Db: 99 1001 Cr: 10 4032 00	640.89
					Mis	TUT01	TRANSACTION/USE TAX PRIOR CREDITS Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4032 00	-23.50

Reg Period	Date	Receipt T	Opr ID No	Description	G/L Posting	Amt Paid
000	02-19	02/28/19	22937 C	Mis TUT01 TRANSACTION/USE TAX PRIOR DISTRIBUTIONS Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 03:23 pm Devon Lazzarino	Db: 99 1001 Cr: 10 4032 00	-422.95
			22938 C	Mis STAX SALES TAX RECEIVED TOTAL DUE 4TH QUARTER 2018 Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4030 00	789525.48
				Mis STAX SALES TAX RECEIVED PRIOR DISTRIBUTIONS Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4030 00	-11877.36
				Mis STAX SALES TAX RECEIVED PRIOR ADVANCES Receipt Date: 02/28/19	Db: 99 1001 Cr: 10 4030 00	-438200.00
				Mis MS SALES TAX RECEIVED ADJUSTED COST OF ADMIN Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 03:30 pm Devon Lazzarino	Db: 99 1001 Cr: 10 5023 03	-7336.70
			22939 C	Mis MS SALES TAX RECEIVED ADJUSTED COST OF ADMIN Receipt Date: 02/28/19 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Feb 28 2019 03:32 pm Devon Lazzarino	Db: 99 1001 Cr: 10 5023 03	4.33
			22948 C	Mis HOU01 CITY HOUSING INTEREST FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK Issued...: T0 (DEVON) Feb 28 2019 11:09 am Devon Lazzarino	Db: 10 1003 Cr: 10 4413 00	9.20
			22949 C	Mis CDINT CD INTEREST FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK Issued...: T0 (DEVON) Feb 28 2019 11:13 am Devon Lazzarino	Db: 10 1020 Cr: 10 4410 00	7.32
			22950 C	Mis OPEB OPEB INTEREST FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK Issued...: T0 (DEVON) Feb 28 2019 03:10 pm Devon Lazzarino	Db: 10 1004 Cr: 10 4411 00	5.73
			22951 C	Mis INT01 INTEREST IN CHECKING FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK Issued...: T0 (DEVON) Feb 28 2019 11:22 am Devon Lazzarino	Db: 99 1001 Cr: 10 4410 00	3.59
						Day 02/28/19 Total ----> 631084.07
						Period 02-19 Total ----> 895781.42
						Register 000 Total ----> 895781.42
						=====
						Total of All Registers ----> 895781.42
						=====

Date...: Mar 13, 2019
 Time...: 11:37 am
 Run by.: Linda Scholink

City of Sand City
 FEBRUARY 2019 ACCOUNTS PAYABLE

Page: 1
 List: 0000
 ID #: PYCPDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross	Check Amount
033252	VIBEKE NORGAARD	JANUARY 2019 CITY ATTORNEY FEES	02/01/19	11555.10	
033253	AFLAC	JANUARY 2019 AFLAC PREMIUMS	02/05/19	980.65	
033254	AMERIPRIDE SERVICES	JANUARY 2019 LAUNDRY SERVICE	02/05/19	593.20	
033255	AMERICAN PUBLIC WORKS	MEMBERSHIP - MARK PARKER	02/05/19	297.00	
033256	AMERICAN SUPPLY CO	DISINFECTANT SPRAY FOR CITY OFFICES	02/05/19	52.74	
033257	AVAYA, INC	JANUARY 2019 TELEPHONE LEASE	02/05/19	246.14	
033258	JERRY BLACKWELDER	REIMBURSEMENT FOR CELL PHONE ACCESSORIES	02/05/19	93.28	
033259	CAL-AM WATER	JANUARY 2019 WATER BILL - 1 SYLVAN	02/05/19	81.83	
033259	CAL-AM WATER	JANUARY 2019 WATER BILL - 320 ELDER	02/05/19	52.15	
033259	CAL-AM WATER	JANUARY 2019 WATER BILL - 525 ORTIZ	02/05/19	34.07	
033259	CAL-AM WATER	JANUARY 2019 WATER BILL - 600 DIAS	02/05/19	44.47	
033260	CALIFORNIA LAW	JANUARY 2019 POLICE LTD PREMIUMS	02/05/19	245.00	
033261	MONTEREY COUNTY WEEKLY	JANUARY 2019 CO-OP ADVERTISING	02/05/19	1614.00	
033262	COMCAST	FEBRUARY 2019 POLICE INTERNET	02/05/19	155.91	
033263	CORBIN WILLITS SYSTEMS	FEBRUARY 2019 TECH SUPPORT - MOM	02/05/19	219.35	
033264	CALIFORNIA STATE DISBURSEMENT	JANUARY 2019 CHILD SUPPORT - BLACKMON	02/05/19	385.00	
033265	CSMFO	2019 MEMBERSHIP DUES - LINDA	02/05/19	110.00	
033266	CYPRESS COAST FORD	OIL CHANGE FOR POLICE UNIT 91	02/05/19	66.22	
033266	CYPRESS COAST FORD	OIL CHANGE, BRAKE PADS, ROTORS FOR POLICE UNIT 90	02/05/19	1279.45	
033267	DEL REY OAKS GARDEN SUPPLY	TREES, SHRUBS, PLANTS FOR COMMUNITY GARDEN	02/05/19	269.83	
033268	DLB ASSOCIATES, INC	IBM SERVER FOR POLICE	02/05/19	14516.29	
033269	VITO GRAZIANO	SRU VEHICLE CROSS COUNTRY TRIP EXPENSE REIMBURSE	02/05/19	184.40	
033270	HUMANA INSURANCE COMPANY	FEBRUARY 2019 DENTAL, LIFE AND VISION PREMIUMS	02/05/19	3360.07	
033271	IIMC	CMC APPLICATION DEPOSIT - HORCA	02/05/19	50.00	
033272	MONTEREY COUNTY FAIR	FY 2018-2019 DONATION	02/05/19	500.00	
033273	MCGRATH RENTCORP	FEBRUARY 2019 POLICE LOCKER ROOM RENTAL	02/05/19	209.90	
033274	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 12/31/18	02/05/19	136.77	
033275	COUNTY OF MONTEREY	3RD QUARTER 18-19 NGEN OPERATIONS/MAINTENANCE	02/05/19	2249.66	
033276	MONTEREY COUNTY DISTRICT	FY 2017-2018 BLOOD ALCOHOL COSTS	02/05/19	108.34	
033277	NAPA AUTO PARTS	FILTERS FOR BACKHOE	02/05/19	116.82	
033277	NAPA AUTO PARTS	FILTERS, OIL FOR POWER BROOM - SWEEPER	02/05/19	93.12	
033277	NAPA AUTO PARTS	OIL, FILTER FOR BACKHOE	02/05/19	159.81	
033278	OHIO NATIONAL LIFE	FEBRUARY 2019 LIFE INSURANCE PREMIUMS	02/05/19	69.55	
033279	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	02/05/19	100.46	
033280	PITNEY BOWES	REPLENISH POSTAGE MACHINE	02/05/19	300.00	
033281	EDWARD THOMAS FLOSI	3/27/19 USE OF FORCE LIABILITY PREVENTION COURSE	02/05/19	198.00	
033282	CRAIG RIDDELL	2019 WEST END ADVERTISING - FEBRUARY INSTALLMENT	02/05/19	1000.00	
033283	DAVID W. JANSEN	CITY ADMIN/MAYOR PHONES, CITY ADMIN CALENDAR	02/05/19	462.00	
033283	DAVID W. JANSEN	COUNCIL CELL PHONES, CHUCK & CONNIE ISSUES	02/05/19	336.00	
033283	DAVID W. JANSEN	FINANCE INSTALL BACKUP, CRUZ EMAIL	02/05/19	525.00	
033284	SAND CITY POLICE OFFICERS	FEBRUARY 2019 POA DUES	02/05/19	385.00	
033285	LINDA SCHOLINK	CSMFO CONFERENCE EXPENSE REIMBURSEMENT	02/05/19	1051.15	
033286	SEASIDE FLORIST	GET WELL FLOWERS FOR JIM HEISINGER	02/05/19	86.26	
033287	SHELL OIL COMPANY	FUEL COSTS FOR GRAZIANO - OFFICER FUNERAL	02/05/19	50.40	
033288	STEPHEN L. VAGNINI	2019 WEST END COORDINATOR FEE - 2ND INSTALL	02/05/19	5000.00	
033289	ELIZABETH A. SOFER	1/16-1/18/19 NEW COUNCIL ACADEMY EXPENSE REIMB	02/05/19	40.40	
033290	STUART PARKS FORENSIC CONSULTA	COMPOSITE DRAWING FOR LAW ENFORCEMENT RECERTIFICA	02/05/19	695.00	
033291	SUN LIFE FINANCIAL	FEBRUARY 2019 LTD PREMIUMS	02/05/19	648.92	
33252A	PERS - MEDICAL	FEBRUARY 2019 PERS HEALTH PREMIUMS	02/08/19	20245.59	
33252B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 1/31/19	02/08/19	283.94	
033292	RABOBANK VISA CARD	FUEL, HOTEL FOR MAYOR	02/12/19	488.82	
033293	RABOBANK VISA CARD	JANUARY 2019 COSTCO SUPPLIES	02/12/19	771.70	
033294	RABOBANK VISA CARD	1/17/19 ROPS LUNCH WITH HDL	02/12/19	40.63	
033295	RABOBANK VISA CARD	RAIN GEAR, GIFT BASKET, SUPPLIES	02/12/19	830.10	
033296	CHIEF SUPPLY	5 EMS BAGS FOR SUPPLIES - POLICE	02/12/19	675.00	
033297	DE LAGE LANDEN FINANCIAL SERVI	FEBRUARY 2019 STREET SWEEPER PAYMENT #40	02/12/19	1522.18	
033298	HOPE SERVICES	JANUARY 2019 CLEAN UP CREW	02/12/19	5473.65	
033299	HDL COREN & CONE	1ST QUARTER 2019 PROPERTY TAX SERVICES	02/12/19	1260.00	
033300	HOME DEPOT CREDIT SERVICE	JANUARY 2019 SUPPLIES	02/12/19	1141.66	
033301	MAUREEN KANE & ASSOCIATES, INC	TTC 100 SERIES TUITION, SUPPLIES, PARKING, RECEPTION	02/12/19	1550.00	
033302	LEAGUE OF CALIF. CITIES	2019 MEMBERSHIP RENEWAL	02/12/19	78.00	
033303	FREDERICK MENEZES III	REIMBURSE NEW CELL PHONE CASE	02/12/19	43.49	
033304	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR STREET SWEEPER	02/12/19	47.68	
033305	MONTEREY ONE WATER	1/1/19 TO 2/28/19 SEWER BILL - 1 PENDERGRASS	02/12/19	93.48	
033305	MONTEREY ONE WATER	1/1/19 TO 2/28/19 SEWER BILL - 320 ELDER	02/12/19	46.74	
033305	MONTEREY ONE WATER	1/1/19 TO 2/28/19 SEWER BILL - 525 ORTIZ	02/12/19	14.80	
033306	NAPA AUTO PARTS	FILTERS, SUPPLIES FOR POWER BROOM	02/12/19	73.30	
033307	OFFICE DEPOT , INC.	JANUARY 2019 SUPPLIES	02/12/19	1269.19	
033308	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	02/12/19	77.75	
033309	RED WING SHOES	SAFETY BOOTS FOR P/W - GARZA	02/12/19	115.54	
033309	RED WING SHOES	SAFETY BOOTS FOR P/W - MENEZES	02/12/19	171.00	
033310	RED SHIFT INTERNET SRVCS	FEBRUARY 2019 CITY DSL, WEB AND EMAIL	02/12/19	51.98	
033310	RED SHIFT INTERNET SRVCS	FEBRUARY 2019 POLICE DSL, WEB AND EMAIL	02/12/19	41.95	
033311	DAVID W. JANSEN	IBM SERVER RACK FOR POLICE	02/12/19	595.95	
033311	DAVID W. JANSEN	MAYOR AND BROWSER PRINTERS & ACCESSORIES	02/12/19	382.33	
033311	DAVID W. JANSEN	P/W NEW PHONES, BROWSER SYSTEM PRINTER ISSUE	02/12/19	273.00	
033311	DAVID W. JANSEN	POLICE - INSTALL IBM SERVER	02/12/19	315.00	
033311	DAVID W. JANSEN	POLICE - PATROL 2, WATCHGUARD, CHIEF	02/12/19	357.00	
033311	DAVID W. JANSEN	POLICE - PATROL 3 & PROGRAMS	02/12/19	231.00	
033311	DAVID W. JANSEN	POLICE - RECORDS, CLETS, PATROL 3	02/12/19	273.00	
033312	STURDY OIL COMPANY	1/15/19 TO 1/31/19 FUEL COSTS	02/12/19	1371.28	
033313	VAPOR CLEANERS, INC.	CLEANING OF 19 CITY BANNERS	02/12/19	266.00	
033314	RABOBANK VISA CARD	OFFICE CHAIRS, TRAINING	02/12/19	1339.54	
033315	AT & T	JANUARY 2019 POLICE TRACNET PHONE LINE	02/19/19	117.62	
033316	A.T. & T.	JANUARY 2019 POLICE OUTSIDE PHONE LINE	02/19/19	208.16	
033317	WILLIAM AVERY & ASSOC., INC.	INITIAL SEARCH FEE FOR CITY MANAGER RECRUITMENT	02/19/19	7900.00	
033318	BALBOA CAPITAL	MARCH 2019 WATER DISPENSER FOR OFFICE	02/19/19	65.20	
033319	CAL-AM WATER	ROY MEADOWS WATER BILL DUE TO LEAK	02/19/19	427.33	
033320	CALIFORNIA HIGHWAY	JANUARY 2019 HIGHWAY CLEAN UP	02/19/19	295.00	
033321	COMCAST	FEBRUARY 2019 CITY INTERNET/COUNCIL TV	02/19/19	106.87	

Date...: Mar 13, 2019
 Time...: 11:37 am
 Run by.: Linda Scholink

City of Sand City
 FEBRUARY 2019 ACCOUNTS PAYABLE

Page: 2
 List: 0000
 ID #: PYCPDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
033321	COMCAST	FEBRUARY 2019 P/W INTERNET & PHONE	02/19/19	167.05
033322	CREEGAN & D'ANGELO	JANUARY 2019 ENGINEER SERVICES	02/19/19	38974.00
033323	CALIFORNIA DMV	THREE 2019 CALIFORNIA VEHICLE CODE BOOKS FOR PD	02/19/19	58.22
033324	EMC PLANNING GROUP, INC.	JANUARY 2019 PLANNING STAFF SUPPORT	02/19/19	1976.22
033325	THE HERALD	JANUARY 2019 LEGAL ADVERTISING	02/19/19	203.49
033326	MONTEREY COUNTY HERALD	CITY HALL NEWSPAPER SUBSCRIPTION RENEWAL	02/19/19	83.65
033327	LEADERSHIP MONTEREY COUNTY	TUITION FOR 2019 LEADERSHIP MONTEREY COUNTY PROGRA	02/19/19	2000.00
033328	MICHAEL C MCCARTHY	1/16/19 TO 1/31/19 LABOR RELATIONS	02/19/19	1950.00
033329	MMANC	3/13/19 WHAT WORKS TRAINING LUNCH	02/19/19	20.00
033330	MONTEREY TIRE SERVICE, INC	4 NEW TIRES FOR CITY SUV	02/19/19	690.56
033331	MRWMD	JANUARY 2019 REFUSE CHARGES	02/19/19	854.72
033332	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	02/19/19	127.02
033333	DAVID W. JANSEN	CITY ADMIN AND FINANCE SERVERS	02/19/19	399.00
033333	DAVID W. JANSEN	INSTALL PRINTERS FOR MAYOR AND BROWSER	02/19/19	294.00
033333	DAVID W. JANSEN	MAYOR EMAIL AND MAINTENANCE	02/19/19	273.00
033334	ID CONCEPTS, LLC	14 CITY ID BADGES	02/19/19	712.04
033335	SHRED IT- SAN JOSE	JANUARY 18, 2019 SHREDDING SERVICE	02/19/19	56.00
033336	STEPHEN L. VAGNINI	2019 WEST END EXPENSE REIMBURSEMENT	02/19/19	551.73
033337	SPCA	JANUARY 2019 ANIMAL SERVICES	02/19/19	310.00
033338	VERIZON WIRELESS	JANUARY 2019 CELL PHONE BILLS	02/19/19	4166.38
33252E	BID4ASSETS, INC.	DEPOSIT FOR DEFAULTED PROPERTIES BIDDING RIGHTS	02/21/19	5035.00
033339	A.T. & T.	JANUARY 2019 POLICE T-LINE	02/26/19	214.57
033339	A.T. & T.	JANUARY 2019 TELEPHONE BILLS	02/26/19	320.77
033340	CALPERS 457 PLAN	FEBRUARY 2019 PERS 457 CONTRIBUTIONS	02/26/19	18073.25
033341	CCAC	2019 MEMBERSHIP RENEWAL - CONNIE	02/26/19	40.00
033341	CCAC	2019 MEMBERSHIP RENEWAL - LINDA	02/26/19	90.00
033342	CHIEF SUPPLY	2 COMPRESSION BANDAGES FOR POLICE	02/26/19	19.90
033342	CHIEF SUPPLY	3 VEHICLE SPOT LIGHT BULBS - POLICE	02/26/19	573.49
033343	COMCAST	FEBRUARY 2019 POLICE CABLE TV	02/26/19	46.59
033344	CSG CONSULTANTS, INC.	JANUARY 2019 CODE ENFORCEMENT SERVICES	02/26/19	1440.00
033345	FEDERAL EXPRESS	EXPRESS MAIL SERVICES	02/26/19	41.08
033346	HYATT REGENCY MIAMI	2019 INSTALLATION FORUM HOTEL/FLORIDA - MAYOR	02/26/19	800.88
033347	LEAGUE OF CALIF. CITIES	2019 CITY ATTORNEY SPRING CONFERENACE REGISTRATION	02/26/19	625.00
033348	MONTEREY BAY AREA SELF INSURAN	LIABILITY PAYMENT - CLAIM #MBA18-0313A	02/26/19	488.50
033349	VIBEKE NORGAARD	DEVELOPMENT AGREEMENTS COURSE EXPENSE REIMBURSE	02/26/19	548.30
033350	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	02/26/19	40.10
033351	PACIFIC GAS & ELECTRIC	JANUARY 2019 UTILITY BILLS	02/26/19	2532.24
033352	QUALITY CODE PUBLISHING, LLC	2019 SUPPLEMENTAL SERVICE TO MUNICIPAL CODE	02/26/19	1004.70
033353	DAVID W. JANSEN	LINDA CELL, HDL SERVER, CITY EMAIL ACCOUNTS	02/26/19	630.00
033353	DAVID W. JANSEN	POLICE PATROL 1, LAPTOP, WATCHGUARD, MTRY CTY NETWO	02/26/19	483.00
033354	ID CONCEPTS, LLC	19 POLICE ID CARDS/BADGES	02/26/19	467.66
033355	STAR SANITATION, LLC	JANUARY 2019 BIKE TRAIL RESTROOM	02/26/19	230.44
033356	STURDY OIL COMPANY	2/1/19 TO 2/15/19 FUEL COSTS	02/26/19	1130.22
33252D	RABOBANK	FEBRUARY 2019 BANK TRANSFER CHARGES	02/27/19	45.00

Grn-Total:
 Ttl-Count: 134

 190728.93

Sand City
Successor Agency
for the former
Redevelopment
Agency

REPORT.: 03/20/19
 RUN....: 03/20/19
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: February 28, 2019 Fiscal (08-19)

Assets			Acct ID

Fiduciary Fund Tax Increment Account	657,510.95	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,359.03	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,692.12	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	225,112.60	40	1070
Fiduciary Fund 2008B Debt Service Fund	66.64	40	1072
Fiduciary Fund 2017 Debt Service Fund	107.89	40	1085
Fiduciary Fund Land	1,958,822.26	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	-220,294.23	40	1300

Total of Assets ---->	3,902,226.50		3,902,226.50
			=====

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 LOAN PAYABLE-HOUSING	471,405.00	40	2452
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES B BONDS	950,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	4,025,000.00	40	2490

Total of Liabilities ---->	16,632,229.33		

FUND Balances			Acct ID

Fiduciary Fund Unappropriated Fund Balance	-13,290,199.54	40	3400
CURRENT EARNINGS	560,196.71		

Total of FUND Balances ---->	-12,730,002.83		3,902,226.50
			=====

REPORT.: Mar 20 19 Wednesday
 RUN...: 03/20/19 Time: 07:48
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 02-19

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

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid	
000	02-19	02/28/19	00344	C	Mis	BND05	6 MONTH TAX EXEMPT BOND INTEREST FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.90	
			00345	C	Mis	BND04	Issued..: T0 (DEVON) Feb 28 2019 02:39 pm Devon Lazzarino 3 MONTH TAX EXEMPT BOND INTEREST FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK	Db: 40 1025 Cr: 40 4435 00	22.66	
			00346	C	Mis	PRP01	Issued..: T0 (DEVON) Feb 28 2019 02:41 pm Devon Lazzarino PROPERTY TAX INCREMENT FEBRUARY 2019 INTEREST Receipt Date: 02/28/19 Paid by: RABOBANK	Db: 40 1005 Cr: 40 4450 00	100.97	
								Issued...: T0 (DEVON) Feb 28 2019 03:05 pm Devon Lazzarino		
								Day 02/28/19 Total ---->	146.53	
								Period 02-19 Total ---->	146.53	
								Register 000 Total ---->	146.53	
								Total of All Registers ---->	146.53	

REPORT.: Mar 20 19 Wednesday
RUN...: Mar 20 19 Time: 07:45
Run By.: Linda Scholink

SUCCESSOR AGENCY
Month End Payable Activity Report
Report for 02-19

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

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
02-19	USB01 (US BANK)	5249612H	01/25/19	02/24/19	A	1925.00	2008B TAX ALLOCATION BOND ADMIN FEES

Total of Purchases -> 1925.00

AGENDA ITEM

6C

CITY OF SAND CITY

RESOLUTION SC ___, 2019

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
RECOGNIZING COMMUNITY HUMAN SERVICES
ON THEIR 50th ANNIVERSARY**

WHEREAS, Community Human Services is a 501c(3) nonprofit and Joint Powers Authority (JPA) with a governing board of representatives from 15 cities and school districts in Monterey County; and

WHEREAS, since 1969, Community Human Services has provided the residents of Monterey County with professional, affordable Mental Health Counseling and Substance Abuse Recovery Services; and

WHEREAS, Community Human Services believes that the best approach to helping individuals is to provide comprehensive services that focus on prevention, education, and recovery; and

WHEREAS, Community Human Services is dedicated to helping families receive the care they need by providing programs that foster change in the community by improving academic and social outcomes for the next generation, reducing the need for social services, law enforcement, hospitals, jails and prisons; and

WHEREAS, Community Human Services provides a wide range of treatment from the perspective that a combination of physical, emotional, and spiritual health is vital to building a strong, peaceful community for all residents of Monterey County.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Sand City, that Community Human Services is formally recognized in honor of their 50th Anniversary for providing services and programs to the residents of Monterey County.

PASSED AND ADOPTED by the City Council of the City of Sand City this 16th day of April, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

6D

STAFF REPORT

DATE: April 16, 2019
TO: Honorable Mayor and City Council Members
FROM: Fred Meurer, Interim City Administrator
SUBJECT: Discussion on Budget Moving Forward

RECOMMENDATION

Approve City Resolution as Attachment 1 amending the contract with EMC Planning Group for completion of the Sand City Vibrancy Plan.

DISCUSSION

The Vibrancy Plan is near completion. The Design Review Committee and the Vibrancy Plan Advisory Committee have completed their reviews and markups. During the various reviews and public information sessions requested by the City, the plan scope was increased somewhat. Attachment 2 outlines the scope of the Vibrancy Plan and highlights changes made during the planning process that are being addressed in this contract amendment.

During the mid-year review the budget was adjusted to fund the additional scope recommended in order to complete the planning guidelines contained in the Vibrancy Plan. The original contract amount was \$226,570 (See attachment 3) and invoices billed through February 2019 totaled \$231,065.81. The projected cost for the remainder of services through June 2019 is \$27,045. An amendment to the original contract of an additional \$32,000 will cover the costs for additional services for the completion of the Vibrancy Plan.

These additions will provide a set of recommended guidelines for property owners to use in the development of their projects. As these developments are implemented, the Vibrancy Plan area will start reflecting the vision the City Council and the planning participants had for modernizing and upgrading the physical appearance and functionality of the City's street scape.

In order to move the Vibrancy Plan from an advisory guideline as it is now to an enforceable requirements document, such as a Specific Plan, would require significant additional investment. A Specific Plan would require additional planning and public participation as well as an Environmental Review/ EIR. EMC has projected that the cost

of this added work would be over \$150K. I will include this plan enhancement as an unfinanced requirement in the upcoming budget.

Fiscal Impacts:

Completion of the Vibrancy Plan would result in a budget Amendment to the Fiscal Year 2018-19 Budget to reflect an additional \$18,000 (item 5020-05) to cover the cost of invoices and work performed through June 30, 2019.

CITY OF SAND CITY
RESOLUTION SC _____, 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
THE INTERIM CITY ADMINISTRATOR TO APPROVE THE CONTRACT AMENDMENT
TO THE AGREEMENT WITH EMC PLANNING GROUP FOR THE COMPLETION OF THE
VIBRANCY PLAN**

WHEREAS, in January 2016, EMC Planning Group provided two proposals for a Sand City Vibrancy Plan and Zoning Code Update and at the January 13, 2016 Public Safety Committee meeting, EMC President Michael Groves and staff provided an overview of the Vibrancy Plan and proposed scope of work for Sand City; and

WHEREAS, the proposed Vibrancy Plan was intended to address several needs to include improvements to the West End Infrastructure to ensure pedestrian safety, serene vehicular traffic to encourage pedestrian use, provision of a sustainable parking strategy, creation of a sense of community through art and culture that attracts visitors, and to promote economic vibrancy; and

WHEREAS, as a result of budget discussions at the April 2, 2019 City Council meeting, Staff was instructed to move forward with several budgetary issues to include the completion of the Vibrancy Plan; and

WHEREAS, the original contract with EMC Planning for the development of a Sand City Vibrancy Plan approved in 2016 by Resolution SC 16-21, 2016 (Attachment 3) will need an amendment to include an additional \$32,000 to move forward with the Vibrancy Plan; and

WHEREAS, the amendment to the original contract with EMC Planning Group, would result in a budget Amendment to the Fiscal Year 2018-19 Budget to reflect an additional \$18,000 (item 5020-05) to cover the cost of invoices and work performed through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the Interim City Administrator to authorize the amendment to the agreement attached hereto as (Exhibit A) for the completion of the Vibrancy Plan for the remainder of Fiscal Year 2018-2019.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ____ day of April, 2019 by the following votes:

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

APPROVED:

Mary Ann Carbone , Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

Client Initials	Consultant Initials

AGREEMENT AMENDMENT BETWEEN CLIENT AND CONSULTANT

Project No.: GP-072

Amended Agreement entered into at _____ on this date of _____, by and between:

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Contact Name:	<u>Michael J. Groves</u>	Contact Name:	<u>Fred Meurer</u>
Title:	<u>Senior Principal</u>	Title:	<u>Interim City Administrator</u>
Address:	<u>301 Lighthouse Avenue</u> <u>Suite C</u> <u>Monterey, CA 93940</u>	Address:	<u>1 Pendergrass Way,</u> <u>Sand City, CA</u> <u>93955</u>
Phone:	<u>831-649-1799</u>	Phone:	<u>(831) 394-3054 ext. 212</u>
FAX:	<u>831-649-8399</u>	FAX:	<u></u>
Email:	<u>groves@emcplanning.com</u>	Email:	<u>fmeurer@sandcityca.org</u>

Client and Consultant agree as follows:

- A. Project. Client retains Consultant to perform amended services for: additional effort expended, and Vibrancy Plan revisions per DRC and exemption as planning study, hereinafter called "Amended Scope of Consultant Services".
- B. Consulting Services. Consultant agrees to perform the following Amended Scope of Services as outlined within Exhibit "A" Amended Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. Agreement Amendment. Client agrees to amend Consultant's Agreement for Services as follows:

	Compensation	Completion Date	Scope of Services
1. Original Agreement	\$226,570.00	January 2019	Prep of Vibrancy Plan, guidance on land uses, market constraints/finance approaches, and implementation for each category.
		January 2019	Additional effort expended
2. Agreement Amendment #1	\$32,000.00	June 2019	Vibrancy Plan revisions per DRC and CEQA exemption as planning study.

All provisions of the original Agreement between Client and Consultant apply, unless otherwise specified in writing and attached hereto.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Signature:	_____	Signature:	_____
Printed Name:	<u>Michael J. Groves</u>	Printed Name:	<u>Fred Meurer</u>
Title:	<u>Senior Principal</u>	Title:	<u>Interim City Administrator</u>
Date Signed:	_____	Date Signed:	_____
Project number:	<u>GP-072</u>		

Client should return this Agreement completed and signed to the Consultant.

SAND CITY VIBRANCY PLAN COMPLETION

INTRODUCTION AND BACKGROUND

The Vibrancy Plan’s original vision was oriented toward streetscape improvements, with a market report included to inform land use planning. The content of the Vibrancy Plan has been expanded to respond to City requests and public input, and to address issues of concern that came to light during preparation of the administrative draft. EMC Planning Group is seeking additional funds to reflect the additional effort expended, and per City request, has revised the scope of work to reflect short-term approval of the Vibrancy Plan and later integration with the General Plan.

As originally envisioned in the scope of work, the Vibrancy Plan content included recommendations on parking, wayfinding, gateways, streetscape amenities, lighting, and landscaping, guidance on the mix of land uses, discussion of market constraints and financing approaches, and an implementation plan for each of these categories. As written, the following sections are included in the Vibrancy Plan, with additional information and recommendations as noted:

- Land Uses. In addition to guidance on mix of uses, this section includes data on existing uses, strategies on interim uses, strategies on maximizing use of constrained space, and concepts for the Carroll Property and civic/community center.
- Economic Development. In addition to the market study and financing discussions, this section makes recommendations on water supply as an economic development tool, promotion of the creative sector, and increasing the customer base.

- **Affordability and Displacement.** This section was not initially envisioned, and provides recommendations on preserving affordability for residents and existing businesses.
- **Circulation and Parking.** In addition to addressing parking and wayfinding, this section includes recommendations on pedestrian and bicycle connections, facilitation of transit use, and considerations for development of parking structures.
- **Streetscape and Aesthetics.** This is the core of the originally envisioned Vibrancy Plan. In addition to the various streetscape amenities, this section includes recommendations for undergrounding utilities, establishing public plaza or park areas, connecting City Hall to the community garden, placing public art, and making a visual and pedestrian corridor on Hickory Street between the plaza at The Independent and City Hall.
- **Attracting Visitors and Business.** This section was not initially envisioned, and expands on the economic report to provide guidance on promoting the City’s businesses and artist community while the Vibrancy Plan improvements are underway.

The Vibrancy Plan also includes appendices summarizing General Plan policies; presenting an historic timeline for Sand City’s West End; and summarizing outreach efforts and presenting public inputs. The outreach effort was expanded to include hosting a booth and obtaining feedback for two additional years at the West End Celebration.

VIBRANCY PLAN COMPLETION SCOPE OF WORK

Task 1 Final Draft Vibrancy Plan

1a Incorporation of Review Comments. The administrative draft Vibrancy Plan was reviewed by staff, members of the Technical Advisory Committee, and members of the Design Review Committee from December 2018 to February 2019. The comments were collected by the City’s Community Development Department and provided to EMC Planning Group. EMC Planning Group has reviewed and summarized the comments and will incorporate those into the final draft Vibrancy Plan.

- 1b Disposition of Review Comments.** EMC Planning Group will prepare a matrix to summarize comments, and indicate how each comment was incorporated into the final draft Vibrancy Plan.
- 1c Vibrancy Plan Production.** EMC Planning Group will produce a final draft Vibrancy Plan, including all chapters, graphics, and appendices in a fully formatted document. EMC Planning Group will provide 15 printed copies of the final draft for distribution to City Council and the Design Review Committee members and use by staff. Each printed copy will have a CD with the entire content of the Vibrancy Plan, and selected reference material.
- 1d Review Memo.** EMC Planning Group will prepare a memorandum to accompany distribution of the final draft Vibrancy Plan, providing information and review suggestions to the City Council and Design Review Committee members.

Task 2 City Council Approval

- 2a City Council Staff Report.** EMC Planning Group will prepare a draft staff report for City Council, for completion by the Planning Department. The staff report will provide an overview of the final draft Vibrancy Plan, and recommendations from the Design Review Committee.
- 2b City Council Resolution.** EMC Planning Group will prepare a draft resolution for acceptance of the Vibrancy Plan with changes to be made as noted during the motion. The resolution will be prepared in draft format for completion by the Planning Department.
- 2c City Council Meeting.** EMC Planning Group will attend a City Council meeting to present the Vibrancy Plan using a PowerPoint presentation, and respond to questions on the plan. There will be an opportunity for the City Council to add, delete, or refine policies and programs that are included in the final draft Vibrancy Plan. The anticipated date for this meeting is May 7, 2019.

Task 3 Notice of Exemption

3a Prepare and File Notice. EMC Planning Group will prepare a Notice of Exemption using the categorical exemption for feasibility and planning studies (CEQA Guidelines Section 15262). EMC Planning Group will file the Notice of Exemption with the Monterey County Clerk.

Task 4 Final Accepted Vibrancy Plan

4a Revise and Publish Final Plan. EMC Planning Group will make revisions per the accepting motion and resolution, and produce a final Vibrancy Plan. EMC will print ten copies with CDs for distribution to City Council members and use by staff.

CITY OF SAND CITY
RESOLUTION SC 16-21, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP TO PAY THE COSTS FOR DEVELOPMENT OF A SAND CITY VIBRANCY PLAN

WHEREAS, in January 2016, EMC Planning Group provided two proposals for a Sand City Vibrancy Plan and Zoning Code Update; and

WHEREAS, at their January 13, 2016 Public Safety Committee meeting, EMC President Michael Groves and staff with sub-consultants provided an overview of a Vibrancy Plan scope of work for Sand City; and

WHEREAS, out of that discussion with EMC at the Public Safety Committee, it was stated that the proposed Vibrancy Plan is intended to address several needs to update the West End Infrastructure to ensure pedestrian safety, calm vehicular traffic to encourage pedestrian use, provision of a sustainable parking strategy, economic vibrancy, and creation of a sense of community through art and culture that attracts visitors; and

WHEREAS, staff has reviewed the proposals in conjunction with the need to update the Zoning Code, and recommends that the City delay EMC Planning Group's proposal to update the Zoning Code, as the outcome from the Vibrancy Plan will define the scope of changes needed for the Zoning Code; and

WHEREAS, the Budget and Personnel Committee recommended, and the City Council approved, to include \$56,000 in the amended FY 2015-2016 budget; and

WHEREAS, the proposed total cost to implement the Vibrancy Plan from FY 15-16 to FY 17-18 is \$226,570; and

WHEREAS, projected costs and total budgeted amounts allocated per each fiscal year is:

Fiscal Year 2015-2016	\$51,180
Fiscal Year 2016-2017	\$80,530
Fiscal Year 2017-2018	\$77,565

Total Budgeted (3 year period) \$209,275

WHEREAS, during the course of work performed in development of the Vibrancy Plan, the budget may require adjustment accordingly.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the City Administrator to execute a professional services agreement attached hereto a Resolution (Exhibit A) subject to City Attorney review and modification with EMC Planning Group to pay the costs for development of a Sand City Vibrancy Plan in an amount not to exceed \$226,570 from Fiscal Years 2015-2016 through Fiscal Year 2017-2018.

Sand City Resolution SC 16-21, 2016

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 15th day of March, 2016 by the following votes:


AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:



David K. Pendergrass, Mayor

ATTEST:



Linda K. Scholink, City Clerk

Client Initials TB	Consultant Initials MG
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AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PROP15-080

Agreement entered into at Monterey CA. on this date of 3/9/16, by and between:

Consultant: <u>EMC Planning Group Inc.</u> Contact Name: <u>Michael Groves, AICP</u> Title: <u>President/Senior Principal</u> Address: <u>301 Lighthouse Avenue</u> <u>Suite C</u> <u>Monterey, CA 93940</u> Phone: <u>831-649-1799</u> FAX: <u>831-649-8399</u> Email: <u>groves@emcplanning.com</u>	Client: <u>City of Sand City</u> Contact Name: <u>Todd Bodem</u> Title: <u>City Administrator</u> Address: <u>1 Sylvan Park</u> <u>Sand City, CA 93955</u> Phone: <u>831-394-3054, ext. 212</u> FAX: <u>831-394-2472</u> Email: <u>tbodem@sandcityca.org</u>
--	--

Client and Consultant agree as follows:

A. Project. Client retains Consultant to perform services for: Sand City Vibrancy Plan hereinafter called "Project."

B. Consulting Services. Consultant agrees to perform the following scope of services as outlined within Exhibit "A" Scope of Consultant Services attached hereto and incorporated herein by reference.

C. Agreement Term. The work term of this Agreement shall commence at the earliest of the following dates:

1. Letter of Authorization is received; and/or
2. Retainer is received; and/or
3. Agreement is signed by Client and received by EMC Planning Group Inc.; and

Shall continue until the earliest to occur of the following:

1. A date specified in Exhibit A; or,
2. The date on which Consultant completes the services, to the satisfaction of Client, described in Exhibit "A"; or,
3. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall have the right to terminate this Agreement by giving written notice and specifying the date of termination. The foregoing notwithstanding, neither party waves the right to recover damages against the other for breach of the Agreement.

D. Agreement Sum. Client agrees to compensate Consultant as follows:

1. Time and Materials (see attached Fee Schedule – Exhibit B) with no specified limit to the Agreement.
 - a. With or without a retainer.
 - b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

Client Initials JB	Consultant Initials MAY
-----------------------	----------------------------

2. **Time and Materials** (see attached Fee Schedule – Exhibit B) not to exceed (\$226,000 dollars), without further authorization from Client.
- a. With or without a retainer.
- b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.
3. **Fixed Agreement Sum** in the amount of two hundred twenty six thousand dollars (\$226,000.00), as defined by the work Scope of Consultant Services in Exhibit A and the Cost Spreadsheet in Exhibit C of this Agreement. The Fixed Agreement Sum can be modified by attaching a written amendment to this Agreement, signed by the Client.
- a. With or without a retainer.
- b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

If a retainer is specified in 1,2, or 3 above, the retainer shall be:

1. Held by EMC Planning Group Inc. for the term of the contract and used to pay all or a portion of the final invoice, or refunded once the final invoice has been paid by Client; or
2. Immediately applied toward invoice charges until fully used, at which time either an additional retainer will be requested or monthly invoices will continue under the terms of this Agreement without a retainer.

E. General Terms of Agreement. This Agreement is subject to:

1. General Terms of Agreement for Consulting Services contained in paragraphs 1 through 40, and the contents of the exhibits attached hereto and made a part hereof (see list below).
2. Exhibits: A – Scope of Consultant Services (if applicable)
B – EMC Planning Group Inc. Fee Schedule
C – Cost Spreadsheet (if applicable)

Client Initials JF	Consultant Initials MS
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PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. Cooperation. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the Project team.
2. Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
3. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. Entire Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services for the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
5. Waiver. Consultant's or Client's waiver of any terms, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
6. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Entitlements Are Not Guaranteed. If the Scope of Consultant Services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Necessary Information and Funds. Upon Consultant's request, Client shall execute and deliver, or cause to be delivered, such additional information, documents and/or money to pay governmental fees and charges that are necessary for Consultant to perform services pursuant to the terms of this Agreement.
10. Property of Consultant. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media ("Project Documents"), prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement.
11. Use of Plans That Are Not Final. Client agrees not to use, nor permit any other person to use, plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant that are in draft format and not finalized by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the Project described herein as a part of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant.

Client Initials TB	Consultant Initials MB
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12. Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the Project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.



In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's reuse of electronic files.

13. Soils or Geologic Conditions. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
14. Early Termination. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the Agreement limits specified herein, if any. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services pursuant to paragraph 23. Client acknowledges if the Project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 23.
15. Petition for Bankruptcy. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this Agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this Agreement.
16. Right to File Lien. This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the Project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.
17. Lender Indemnity. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

Client Initials 	Consultant Initials 
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18. Monthly Billing. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire Agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
19. Correct and Binding Billings. Client agrees that all billings from Consultant are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Late Charges. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of billing.
21. Changes in Government Agency Requirements. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date that Consultant has performed its services and/or created or produced Project Documents, any additional office or field services thereby required by Consultant as a result of the change in ordinances, codes, policies, procedures or requirements shall be billed to Client as additional services in accordance with paragraphs 22 and 23.
22. Fee Schedule Changes. In the event Consultant's fee schedule changes due to any increase of costs, such as the cost of living, granting of wage increases and/or other employee benefits, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased cost.
23. Additional Services. Client agrees that if Client requests services not specified in the Scope of Consultant Services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as subsequently modified by paragraph 22 above.
24. Additional Costs. Client shall pay the costs of all governmental application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, consultant technical reports, checking and inspection fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement.
25. Delay Beyond Consultant's Control. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control including but not limited to, delays by reason of accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as additional services in accordance with paragraph 23.
26. Mutual Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

Client Initials 	Consultant Initials 
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27. Action or Inaction of Governmental Agencies. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
28. Estimates of Quantities. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate.
29. Land Area Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
30. Work By a Third Party. Client acknowledges that Consultant is not responsible for the performance of work by third parties.
31. Accepted Standards of Practice. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
32. Changes to Design Document. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
33. Hazardous Materials. Client acknowledges that Consultant's services for this Project does not include any services related in any way, unless otherwise specified in the attached Scope of Consultant Services, to asbestos and/or hazardous or toxic materials.
- Client hereby further agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that maybe brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
34. Insurance. Consultant shall maintain in effect insurance coverage in the amounts not less than set forth below.
- (a) Worker's Compensation and Employer's Liability: as required by the laws of the State of California.
 - (b) General Liability: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.
 - (c) Automobile Liability: automobile liability for personal and bodily injury, including death and property damage, in the amount of \$1,000,000 for each accident.

Client Initials TB	Consultant Initials MS
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- (d) **Professional Liability:** professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Consultant in the amount of \$1,000,000 per claim and annual aggregate, with a deductible no greater than \$25,000.
- (e) **Certificates:** Consultant shall provide certificates of insurance evidencing coverage upon request by Client. If provided to Client, each certificate shall provide that the coverage afforded shall not be canceled by the Consultant, except with at least thirty (30) days' prior written notice to the Client. Should this occur, Consultant shall procure and furnish to Client prior to such effective date new certificates conforming to the above coverage requirements.
35. **Hold Harmless.** Consultant agrees to indemnify and hold harmless Client, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or omissions of Consultant, its officers, directors and employees, arising out of the performance of the Scope of Consultant Services attached to this Agreement.
36. **Litigation.** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
37. **Adjudication in Local Court.** Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
38. **Dispute/Mediation Clause.** In an effort to resolve any conflicts between Client and Consultant arising out of, or relating to, the performance of this Agreement, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. The dispute resolution provision shall not preclude either party from filing a legal action in small claims court if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit the right to perfect or enforce applicable mechanic's lien or stop remedies.
39. **Limited Liability.** Client agrees to limit the liability of Consultant and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.
40. **Modification.** No alteration, modification or termination of this Agreement shall be valid unless made in writing.

Client Initials <i>MB</i>	Consultant Initials <i>MB</i>
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IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Signature:	<u><i>[Signature]</i></u>	Signature:	<u><i>[Signature]</i></u>
Printed Name:	<u>Michael Groves, AICP</u>	Printed Name:	<u>Todd Bodem</u>
Title:	<u>President/Senior Principal</u>	Title:	<u>City Administrator</u>
Date Signed:	<u>3/9/16</u>	Date Signed:	<u>3/15/16</u>
Project Number:	<u>PROP15-080</u>		

Client should mail this Agreement completed and signed to the address shown for Consultant.

Exhibit A

Scope of Consultant Services

SCOPE OF WORK

PROJECT INITIATION AND PUBLIC OUTREACH

The proposed project initiation tasks are presented below.

Task 1 Review Policy and Regulations

- 1.1 Administrative tasks.** EMC Planning Group will coordinate with the City and sub consultants, administer contracts and invoicing, and provide on-going communications with the Vibrancy Plan team, Committee and City Council.
- 1.2 Retain Technical Consultants.** EMC Planning Group will retain Hatch Mott MacDonald, transportation consultants to assist with circulation and parking analysis and recommendations, the city Engineer (Creegan & D'Angelo) and Applied Development Economics (ADE) to assist with financing and economic development recommendations.
- 1.3 Review policy and regulations.** EMC Planning Group will review City policy and regulations to determine if the current policies and regulations inhibit the Vibrancy Plan. Suggestions will be documented and presented to the City if improvements to the regulations are deemed necessary in implementing the Vibrancy Plan. Documents considered for review will include the General Plan and General Plan Map, the Local Coastal Program (LCP), January 2015 strategic plan, the previous parking study, zoning parking standards, a recent parking memo, Sand City design guidelines, demographic information (from the Housing Element), as well as the neighboring Seaside General Plan.
- 1.4 Kick-off meeting.** Meet with City staff to review tasks, information needs, establish the TAC members, determine the boundaries of the area to be included in the Vibrancy Plan and discuss scheduling for various activities.
- 1.5 Establish technical advisory committee.** EMC Planning Group together with the City of Sand City will establish a technical advisory committee (TAC). Suggested committee members would include, but not be limited to, Council members, City Administrator, City Planning Department, Engineering / Public Works, Police as well as members of the business and residential community.

Task 2 Investigation

- 2.1 **Establish a core study area(s).** EMC Planning Group, working with the City of Sand City Planning Department, TAC, and the City Council will establish a study area(s) to incorporate into the Vibrancy Plan.
- 2.2 **Collect background data.** Background data will be collected by EMC Planning Group and its sub consultants through observation of vehicular and pedestrian travel behavior, interviews with the City Administrator, City Planning Department, Engineering and Public Works personnel, as well as local business owners and residents.
- 2.3 **Create base map.** Using GIS mapping along with AutoCAD, EMC Planning Group will create a base map of the area to be studied. This graphic in conjunction with other graphics will be used for community meetings. It is assumed the City Engineer will provide usable base information in AutoCAD format to create an appropriate base map for the Vibrancy Plan.

Task 3 City Walking Tour(s), Technical Advisory Committee Meeting(s), and City Council Meetings

- 3.1 **Walking Tour** A walking tour will be scheduled with the design team and any neighborhood business owners or residence that would like to participate. This will allow for an eyes on the street approach for the improvements necessary.
- 3.2 **Community outreach - charrette.** The community will be invited to participate in a charrette to discuss key issues needed for the Vibrancy Plan. It is assumed that two meetings will be held with the community. The first will be in a charrette format designed to solicit ideas from the business and residential community.
- 3.3 **Identify and prioritize key focus areas and issues.** During the charrette and walking tour(s) the key focus areas will be established. These will develop into the areas of interest and be formed into priority areas that can be phased in over the duration of the Vibrancy Plan. EMC Planning Group will work with City Staff and the TAC to establish these areas.
- 3.4 **Community outreach - open house.** The second community meeting would be in an Open House format, designed to receive feedback on the draft Vibrancy Plan. It is assumed the City will be responsible for scheduling the meeting space and for sending out meeting invitations for the community outreach events.

- 3.5 Staff and team meetings.** Beyond the meetings represented above or denoted herein in other tasks, EMC Planning Group will attend two (2) meetings with the City staff and/or the TAC and the technical sub-consultants, and up to one (1) City Council meetings. All meetings beyond this number will be considered extra, and require a contract amendment.

STRATEGIES / FRAMEWORK

The following tasks will frame issues and develop strategies.

Task 1 *Circulation and Parking*

- 1.1 Parking approaches.** EMC Planning Group along with Hatch Mott MacDonald, the City Engineer, and the City Planning Department will discuss parking changes and evaluate location(s) for public parking that can be implemented to help the traffic flow and provide a more cohesive approach to parking. This may include time duration parking, potential parking charges and the potential for repurposing public surface lots. Street adjustments may also be suggested to allow for one-way streets with angled parking. Optimally parking will be provided to promote parking in one or more centralized locations and then allow and promote walking to multiple locations.

Task 2 *Streetscapes*

- 2.1 Public-private interface.** The EMC Planning Group team, TAC and the local businesses and residential community will work together to determine the most appropriate interconnection between the public and private interface. The approach to the interconnection between the public and private space is important and vital to the success of the Vibrancy Plan. This approach will guide EMC Planning Group in making recommendations for the plan implementation.
- 2.2 Design guidelines.** EMC Planning Group will analyze the current City design guidelines to evaluate changes necessary to facilitate the Vibrancy Plan.
- 2.3 Public improvements.** The EMC Planning Group team and City staff will identify improvements to enhance pedestrian safety and movement. These improvements could include traffic calming, reducing crossing distances (curb extensions or narrower streets) and traffic signal preferences (count down signals and early walk indications). Other improvements may include new bicycle routes, bike lanes or sharrows and bicycle parking areas.

2.0 SCOPE OF WORK

- 2.4 Gateways, way-finding signage, district identity.** Signage and gateways will be evaluated by EMC Planning Group and TAC, as well as the community businesses and residents. District identification will be discussed and appropriate signage suggested in graphic form in the Vibrancy Plan. It is suggested that the Plan establish formal district(s) with appropriate signage, monuments, and landscaping. It is thought that signage, monuments and landscaping can take on a phased approach for implementation.
- 2.5 Lighting.** EMC Planning Group along with City staff (i.e. Police, Engineering, and Planning) will evaluate the lighting within the study area(s) to determine its adequacy in promoting a vibrant and safe city. The lighting improvements as necessary will be suggested in a phased manner.
- 2.6 Landscape and street trees.** The existing landscape and street trees will be documented by EMC Planning Group and proposed planting areas suggested. Future planting can be phased and those phases prioritized to reach implementation as the budget allows.

Task 3 *Mix of Land Uses*

- 3.1 Promote the right mix of land uses.** EMC Planning Group together with the TAC and the design team will identify land uses that could be adjusted to enhance the flow of vehicular traffic as well as bicycle and pedestrian movement. The attrition of undesirable uses will be evaluated and a plan suggested within the Vibrancy Plan. This will allow for a pedestrian friendly destination that can grow the economic vitality of the City. These suggested future land uses will be documented on a graphic for reference in the future by the City Planning Department. In addition, a business liaison could be established within the community to help maintain communication among the local businesses.

Task 4 *Financing and Economic Development*

- 4.1 Economic development.** Incentives and barriers for private investment, marketing, short-term and interim approaches as well as long-term needs will be discussed and can be implemented into the Vibrancy Plan. ADE will take the lead on this section and work with the TAC, City Planning Department, and EMC Planning Group to assess the existing situation and provide recommendations for future action.
- 4.2 Improvement Estimates.** An approximate costs estimate will be determined by ADE for the improvements suggested by the design team.
- 4.3 Financing approaches.** ADE will assist the City in identifying potential funding sources for improvements recommended in the Vibrancy Plan. The funding sources could include,

but are not limited to, paid parking, a property based improvement district, grants and bonding potential.

Task 5 *Implementation Plan*

5.1 Prioritize implementation. The EMC Planning Group team, City Staff, and the TAC will provide recommendations for improvements, and prioritize these improvements, in the following categories.

- 1) Circulation (vehicular and pedestrian)
- 2) Parking
- 3) Signage (gateway and way-finding)
- 4) Lighting
- 5) Hardscape and Furnishings
- 6) Landscape and Street trees

EMC Planning Group along with the City staff and the TAC will prioritize implementation within each category. This prioritizing will include a phasing plan so the improvements can be made in a cohesive manner as funding becomes available.

5.2 Identify cost effective interim improvements. Applied Development Economics will prepare a rough order of magnitude cost estimate for the improvements recommended in the Vibrancy Plan.

DEVELOP VIBRANCY PLAN

The following tasks will be implemented to prepare the vibrancy plan.

Task 1 *Vibrancy Plan Preparation*

1.1 Administrative Draft Vibrancy Plan. The EMC Planning Group team will use the information gathered to prepare an administrative draft Vibrancy Plan, which will be used to solicit feedback from the City staff. Written information and graphics will be prepared to represent the administrative draft Vibrancy Plan. The administrative draft Vibrancy Plan will be distributed in electronic (PDF) format, as well as up to three (3) hard copies for review.

2.0 SCOPE OF WORK

- 1.2 **Community Draft Vibrancy Plan.** After the City staff and TAC review of the administrative draft Vibrancy Plan, necessary changes will be made to the Plan prior to presenting the draft plan to the business and residential community through a City Council sponsored Open House meeting. Written information and graphics will be prepared to represent the draft Vibrancy Plan for the City Council Open House meeting. The draft Vibrancy Plan will be distributed in electronic (PDF) format, as well as one (1) camera ready original (for the City to publish) and twelve (12) hard copies.
- 1.3 **Evaluation meeting.** EMC Planning Group will solicit feedback from the City staff and the TAC. A meeting to discuss comments and outstanding issues brought to the City Council during the Open House meeting will be held before the draft Vibrancy Plan is presented to the City Council for adoption and the final Plan published. Any suggested revisions will be retained in memorandum form through City Council adoption and then incorporated into the final Plan publication.

Task 2 CEQA Documentation

- 2.1 **Environmental Initial Study.** EMC Planning Group will prepare a basic initial study, following California Environmental Quality Act (CEQA) Guidelines, for the Vibrancy Plan. This scope assumes that the Plan will not create any significant or significant and unavoidable environmental impacts. The initial study will be given to the City Planning Department in electronic (PDF) format for noticing and processing.

Task 3 City Council Adoption

- 3.1 **City Public Hearing.** EMC Planning Group will attend one (1) public hearing before the City Council to present, hear testimony from the public, and assist City staff in facilitating City Council consideration and adoption of a Vibrancy Plan for Sand City. The City Planning Department will prepare the City Council Staff Report and findings.

Task 4 Final Plan Publication

- 4.1 **Final plan publication.** Based on any changes directed by the City in approving the Vibrancy Plan, EMC Planning Group will prepare a final version of the Vibrancy Plan document. The final Vibrancy Plan will be distributed in electronic (PDF) format as well as one (1) camera ready original (for the City to publish) and fifteen (15) hard copies.

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Exhibit B

EMC Planning Group Inc. Fee Schedule



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

301 Lighthouse Avenue Suite C Monterey California 93940
Tel 831-649-1799 Fax 831-649-8399 www.emcplanning.com

<u>Principals</u>	<u>Hourly Billing Rate</u>	
Senior Principal	\$210.00	
Principal	\$200.00	
<u>Planners</u>		
Principal Planner	\$190.00	
Senior Planner	\$155.00	
Associate Planner	\$130.00	
Assistant Planner	\$110.00	
<u>Biologists</u>		
Principal Biologist	\$175.00	
Senior Biologist	\$150.00	
Certified Arborist	\$125.00	
Associate Biologist	\$125.00	
Assistant Biologist	\$105.00	
<u>Support Staff</u>		
Desktop Publisher	\$125.00	
Administrative Assistant	\$95.00	
Office Assistant	\$75.00	
<u>Expenses</u>		<u>Rate</u>
Mileage	\$0.54	(Per Mile)
Photocopying	\$0.10	(Per Copy)

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.

(Effective January 1, 2016)

Exhibit C

Cost Spreadsheet

EMC Planning Group Inc.										
Task	Sr. Principal Michael	Principal Richard	Senior Planner Elizabeth	Senior Biologist Andrea	Associate Biologist Stephanie	Assistant Planner Chris	Graphics Janina / Esj	Admin/Production Esj / Vicela	Total Hours	Total Cost
Staff Billing Rate (Per Hour)	\$210.00	\$200.00	\$155.00	\$150.00	\$125.00	\$110.00	\$105.00	\$85.00		
2.1 Task 1 Project Initiation / Public Outreach	24.0	24.0	34.0	1.0	2.0	18.0	2.0	2.0	105.0	\$17,670.00
1.1 Administrative Tasks	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	8.0	\$1,480.00
1.2 Retain Technical Consultants	0.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	7.0	\$1,115.00
1.3 Review Policy and regulations	2.0	2.0	4.0	0.0	0.0	3.0	0.0	0.0	11.0	\$1,770.00
1.4 Kick-off meeting (1 staff meeting)	3.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	5.0	\$825.00
1.5 Establish technical advisory committees (1 CC meeting)	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	4.0	\$1,320.00
Task 2 Investigation	2.0	2.0	7.0	0.0	0.0	2.0	2.0	2.0	18.0	\$2,735.00
2.1 Establish a core study area(s) (1 TAC meeting)	0.0	0.0	1.0	0.0	0.0	4.0	0.0	0.0	5.0	\$950.00
2.2 Collect background data	0.0	0.0	11.0	0.0	0.0	0.0	3.0	0.0	14.0	\$2,020.00
2.3 Create Base map	2.0	3.0	4.0	0.0	0.0	4.0	2.0	0.0	15.0	\$2,290.00
Task 3 City tour(s) / TAC mps / Council mps	5.0	7.0	25.0	0.0	0.0	8.0	4.0	8.0	61.0	\$8,825.00
3.1 Walking tour (1 meeting / tour)	1.0	1.0	4.0	0.0	0.0	2.0	0.0	0.0	8.0	\$1,260.00
3.2 Community outreach - charrette (1 design meeting)	4.0	4.0	12.0	0.0	0.0	10.0	4.0	2.0	36.0	\$5,210.00
3.3 Identify focus areas	2.0	1.0	4.0	0.0	0.0	4.0	0.0	0.0	11.0	\$1,870.00
3.4 Community Outreach - open house (1 CC Meeting)	4.0	4.0	12.0	0.0	0.0	14.0	8.0	16.0	72.0	\$10,060.00
3.5 Staff and team meetings (2 TAC / 1 CC Meeting)	8.0	10.0	18.0	0.0	0.0	4.0	0.0	0.0	40.0	\$6,800.00
Task 4 Circulation and Parking	2.0	2.0	2.0	0.0	0.0	4.0	12.0	0.0	20.0	\$2,300.00
4.1 Parking approaches (input from C&D and Hatch)	1.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	5.0	\$825.00
Task 5 Streetscape	1.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	5.0	\$825.00
5.1 Public-private interface (input from C&D and Hatch)	0.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	2.0	\$285.00
5.2 Design Guidelines	4.0	2.0	8.0	0.0	0.0	0.0	0.0	0.0	14.0	\$2,020.00
5.3 Public improvements (input from C&D and Hatch)	2.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	10.0	\$1,480.00
5.4 Gateways / signage / identity (input from C&D and Hatch)	1.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	4.0	\$560.00
5.5 Lighting (input from C&D)	1.0	1.0	10.0	0.0	0.0	4.0	0.0	0.0	16.0	\$2,400.00
5.6 Landscaping and street trees	1.0	2.0	2.0	4.0	0.0	0.0	0.0	0.0	9.0	\$1,320.00
Task 6 Mix of Uses	2.0	16.0	2.0	0.0	0.0	0.0	4.0	0.0	24.0	\$4,350.00
6.1 Promote the right mix of land uses (input from ADE)	4.0	12.0	4.0	0.0	0.0	0.0	0.0	0.0	20.0	\$2,800.00
Task 7 Financing and Economic Development	1.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	7.0	\$1,060.00
7.1 Economic Development (1 TAC meeting)	1.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	7.0	\$1,060.00
7.2 Improvement Estimates (input from ADE)	1.0	4.0	1.0	0.0	0.0	0.0	0.0	0.0	6.0	\$825.00
7.3 Financing approaches (input from ADE)	1.0	4.0	1.0	0.0	0.0	0.0	0.0	0.0	6.0	\$825.00
Task 8 Implementation Plan	4.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0	16.0	\$2,290.00
8.1 Prioritize implementation (1 TAC meeting) (C&D / ADE)	1.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	5.0	\$825.00
8.2 Identify cost effective interim improvements	3.0	2.0	6.0	0.0	0.0	0.0	0.0	0.0	11.0	\$1,550.00
Task 9 Vibrancy Plan Preparation	8.0	4.0	7.0	0.0	0.0	0.0	0.0	0.0	19.0	\$2,665.00
9.1 Administrative Draft Vibrancy Plan	15.0	7.0	7.0	0.0	0.0	7.0	4.0	2.0	77.0	\$11,360.00
9.2 Community draft Vibrancy Plan (1 CC meeting)	3.0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	12.0	\$1,680.00
9.3 Evaluation meeting (1 TAC meeting)	0.0	6.0	2.0	16.0	20.0	45.0	12.0	8.0	106.0	\$13,380.00
Task 10 GEQA documentation	5.0	1.0	12.0	0.0	0.0	3.0	0.0	0.0	20.0	\$2,800.00
10.1 Environmental Initial Study	4.0	2.0	16.0	0.0	0.0	4.0	4.0	2.0	38.0	\$5,060.00
10.2 City Council Adoption	1.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	3.0	\$405.00
Task 11 City public hearing (1 CC meeting)	4.0	2.0	16.0	0.0	0.0	4.0	4.0	2.0	28.0	\$3,695.00
Task 12 Final Plan Publication	114.0	194.0	377.0	21.0	22.0	138.0	96.0	185.0	1087.0	\$148,000.00
4.1 Final plan publication	114.0	194.0	377.0	21.0	22.0	138.0	96.0	185.0	1087.0	\$148,000.00
Subtotal (Hours)	\$23,940.00	\$38,600.00	\$58,435.00	\$3,150.00	\$2,750.00	\$15,180.00	\$10,385.00	\$16,675.00	1130.0	\$168,328.00
Subtotal (Cost)										

Additional Costs	
Production Costs	\$2,000.00
Travel Costs	\$400.00
Postal/Deliverables	\$50.00
Miscellaneous	\$600.00
Administrative Overhead - 10%	\$285.00
Total	\$3,235.00

Subconsultant Fees	
Subconsultant 1 Hatch Inc/ MacDonalds - Transportation	\$15,000.00
Subconsultant 2 ADE- Economics and Financing	\$25,000.00
Subconsultant 3 C & D Engineers- Civil Engineering	\$10,000.00
Subconsultant Overhead - 10%	\$8,000.00
Total	\$58,000.00

Total Costs	
	\$226,870.00

AGENDA ITEM

6E

Memo

To: Honorable Mayor and City Council
From: Linda Scholink, Director of Administrative Services
Date: April 11, 2019
Re: Amendment to current contract

Agenda Title:

Approve City RESOLUTION, Amending the Existing Contract with Michael McCarthy for Special Projects/Human Resources Consulting Services for the Remainder of Fiscal Year 2018-2019

Background:

Since May 2018, McCarthy has provided labor relations and human resources services to the City. Staff has moved forward on a number of items with McCarthy during this period, including a variety of job specification updates, detailed salary surveys; help with complicated human resources matters, and labor negotiations. There are additional projects for which the City would benefit with his additional assistance.

Recommendation:

Staff recommends the City amend its contract with McCarthy to work on the following projects:

- Updated Total Compensation Matrix for all City Positions
- POA Negotiations
- Compensation discussions with miscellaneous employees (for next Fiscal Year)
- Overtime Rate calculation memo is complete; plans for steps moving forward
- New Forms for leave provisions
- Performance Appraisal schedules and forms
- Job Specs for Management Positions, Police Officer, Police Officer Reserve

Financial Impact:

The consultant rate has been \$150 per hour (which is \$35 per hour less than the previous consultant). No changes to this rate are recommended. Staff recommends allocating up to \$25,000 for the above projects.

CITY OF SAND CITY

RESOLUTION SC _____, 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AMENDING THE EXISTING CONTRACT WITH MICHAEL McCARTHY FOR
SPECIAL PROJECTS/HUMAN RESOURCES CONSULTING SERVICES FOR THE
REMAINDER OF FISCAL YEAR 2018/2019**

WHEREAS, the City of Sand City needs to update and amend its policies to stay current in administrative practices; and

WHEREAS, the City of Sand City is in need of periodic municipal management expertise and in special projects delivery; and

WHEREAS, Michael McCarthy has provided excellent services to Sand City in both Labor Relations and Human Resources since May 2018; and

WHEREAS, Michael McCarthy has over 20 years of public service experience; and

WHEREAS, Michael McCarthy, at the direction of the City Administrator and/or the Director of Administrative Services may provide the following:

- Updated Total Compensation Matrix for all City Positions
- POA Negotiations
- Compensation discussions with miscellaneous employees (for next Fiscal Year)
- Overtime rate calculation memo is complete; plan for steps forward
- New forms for leave provisions
- Performance Appraisal schedules and forms
- Update Job Specs for Management Positions, Police Officer, Police Officer Reserve

WHEREAS, Michael McCarthy has offered and agreed to provide the above duties as described;

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

1. The attached amended contract (Exhibit A) is hereby approved;

2. The Director of Administrative Services is authorized and directed to execute the attached contract, and will be the authorized City representative to work with Michael McCarthy;
3. The hourly rate will remain at \$150 per hour as previously approved;
4. The estimated cost for these additional services is not to exceed \$ 25,000
5. The contract may be terminated with 30 day's notice by either party.
6. Michael McCarthy will maintain a current Sand City Business License for the duration of this contract
7. Michael McCarthy will maintain minimum insurance of \$1,000,000.

PASSED AND ADOPTED by the City Council of the City of Sand City on this _____ day of April 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Exhibit A

1594 Josselyn Canyon Road
Monterey, CA 93940
(831) 869-108
mcmcarthy@hotmail.com

CONTRACT FOR ONGOING SERVICES

The City of Sand City, California wishes to amend the contract with Michael McCarthy to provide additional services in the areas noted below.

- Updated Total Compensation Matrix for all City Positions
- POA Negotiations
- Compensation discussions with miscellaneous employees (for next Fiscal Year)
- Overtime rate calculation memo is complete; plan for steps forward
- New forms for leave provisions
- Performance Appraisal schedules and forms
- Update Job Specs for Management Positions, Police Officer, Police Officer Reserve

TERMS and CONDITIONS

Thank you for selecting Michael McCarthy to provide services. This Agreement for services outlines the general agreement between Michael McCarthy and the Client services to be provided.

Michael McCarthy is an off-site consultant providing consulting, training, and investigative services to employers. Michael McCarthy is not engaged in rendering legal, accounting, or other professional services. The consulting services, recommendations, information, and materials are designed to be authoritative in regard to the subject matter covered, without implied warranties. The Client is strongly encouraged to consult legal counsel on matters involving patent/contract/employment law, or important policies and practices prior to adoption or implementation.

In these regards, the Client agrees to hold Michael McCarthy harmless, indemnify and defend Michael McCarthy from any claims arising from, or as a result of, consulting services or advice provided by Michael McCarthy, his agents, or employees. Michael McCarthy is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created for any employee of Michael McCarthy with our clients. All services and products, forms, guidelines, and documents are provided for the exclusive use of the Client, and may not be sold, given away, or used for any purpose other than the Client's specific business or organization.

In the event of changes to the Client's needs resulting in items that will require additional time, the Client will be notified immediately if any additional charges will be incurred. In the event Michael McCarthy, his records, or his employees are subpoenaed for any reason by either the Client's counsel or opposing counsel in any action, the Client will be billed for any and all actual time required to comply with any subpoena at the rate of \$150 per hour. If a principal, employee, or both of Michael McCarthy

are required or requested to be deposed or appear by trial by either the Client or opposing counsel, the Client will be billed for any and all actual hours in deposition or at trial at the rate of \$150 each per hour for both the Principal and any or all of Michael McCarthy's employees, plus applicable travel time at the consulting rate of \$140 per hour.

Progress billing for any additional consulting services and/or out of pocket expenses will be provided at the end of each month, and are due and payable upon receipt. A bill will be provided to the Client at the completion of such a Project/Service. All statements will contain an itemization of hours, fees, and miscellaneous expenses incurred. A late fee of 1.5% per month (18% per annum) will be charged on any outstanding amount not paid within 30 days of invoice due date. This agreement may be terminated by the Client only upon: 1) written notice to Michael McCarthy pursuant to Term noted below, and 2) payment in full for all services performed by the Michael McCarthy to date of termination and reimbursement for all other expenses incurred on behalf of the Client.

TERM OF CONTRACT

This is a continuation of existing contract and shall be completed by June 30, 2019. This contract is for an amount up to \$ 25,000. Minimum 30 day notice is required of either party.

Acknowledges and Agreed upon:

Michael McCarthy

City of Sand City

Date

Date

AGENDA ITEM

9A

STAFF REPORT

DATE: April 11, 2019 (for City Council action on April 16, 2019) **Agenda Item: 9A**
TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: **Request Continuation of Agenda Item 9A regarding the introduction and first reading of an ordinance amending Municipal Code Section 12.04.010 adopting new and updated 2019 City Standards for the City of Sand City.**

RECOMMENDATION

The City Engineer is requesting a continuation to Tuesday, May 7, 2019 of Agenda Item 9A regarding the introduction and first reading of an ordinance amending Municipal Code Section 12.04.010 adopting new and updated 2019 City Standards for the City of Sand City.

ACTION


City Council vote to continue this public hearing item to the next regularly scheduled City Council meeting to be held on Tuesday, May 7, 2019.

BACKGROUND

At the previous City Council meeting held on Tuesday, April 2, 2019 the City Engineer provided background on the 2019 City Standards and requested a continuation of this item to the April 16, 2019 City Council meeting in order to incorporate comments from the City's planning, public works, and police department staff. As of the date of this staff report, the City Engineer received additional comments from the City Planner regarding **street light standards** for both decorative and non-decorative applications throughout the City and needs additional time to determine the manufacturer, type, finish, application, height, etc. into the overall set. .

Thank you for your consideration of this request.

Sincerely,



Leon D. Gomez, P.E.
City Engineer

AGENDA ITEM

11C



The Sand City Council cordially invites
you and a guest to join us for

**Sand City's
Annual Birthday Celebration and Barbeque**

**Saturday, May 18, 2019
12:00 p.m. to 2:30 p.m.
Sand City Hall -1 Pendergrass Way**

Enjoy music, entertainment, and activities!

This invitation must be presented for food service
RSVP to Devon Lazzarino (831) 394-3054 ex. 219 by
Friday, May 10, 2019

Farmer's Insurance Networking Mixer

Name: Farmer's
Insurance Networking
Mixer



F A R M E R S

Location:
1260 S. Main St., Ste. 100
Salinas

Date: April 17, 2019

Time: 5:00 PM - 7:00 PM
PDT

[Register Now](#)

Event Description:

Join us for our FIRST Mixer of the year at Farmer's Insurance!
Enjoy music, wine, and networking with local professionals. Don't
forget to bring your business card to enter the giveaway! \$10
members/\$20 prospective members

Date/Time Information:
Wednesday, April 17
5-7 pm

Fees/Admission:
\$10 members/\$20 prospective
members

[Set a Reminder:](#)

Enter your email address below to
receive a reminder message.

Enter Email Address

-- Select Days Before Event -- ▼

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more information.

243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – info@montereychamber.com

Monterey Peninsula Young Professionals Sand City Mixer

Name: Monterey Peninsula Young Professionals Sand City Mixer

Date: April 18, 2019

Time: 5:30 PM - 8:00 PM PDT

Event Description:

Join MPYP and MPCC for our second mixer, this time in Sand City! Enjoy happy hour specials, free appetizers, raffle prizes, and plenty of networking opportunities! \$10/person through eventbrite: <https://www.eventbrite.com/e/sand-city-mixer-tickets-58887534200> [<https://www.eventbrite.com/e/sand-city-mixer-tickets-58887534200>]

Location:

Post No Bills Craft Brew House
600 Ortiz Ave., Sand City

Date/Time Information:

Thursday, April 18
5:30-8 pm

Contact Information:

Tabitha Cook
Send an Email
[trco.consultant@gmail.com]

Fees/Admission:

\$10

Set a Reminder:

Enter your email address below to receive a reminder message.

Enter Email Address

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York School Ribbon Cutting

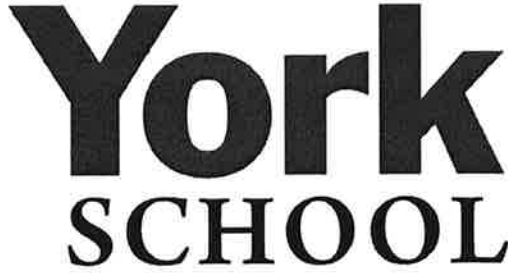
Name: York School
Ribbon Cutting

Date: April 26, 2019

Time: 6:00 PM - 8:00 PM
PDT

Website:

<http://www.york.org/gft>
[<http://www.york.org/gft>]



Location:

9501 York Road
Monterey, CA 93940

Date/Time Information:

Friday, April 26
6-8 pm

Fees/Admission:

Free

[Register Now](#)

Event Description:

Join the Monterey Peninsula Chamber and York School at a ribbon cutting ceremony. York School will be celebrating the construction of the new Gawain Family Theater which is an outdoor amphitheater built in the traditional Greek style. After the ribbon cutting, York Jazz Band will perform, followed by a special performance of "The Stories of Tonight" featuring York students alongside guest stars from London, New York and the Peninsula. For more information please visit: www.york.org/gft [<http://www.york.org/gft>]

[Set a Reminder:](#)

Enter your email address below to receive a reminder message.

Enter Email Address

-- Select Days Before Event -- ▼

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Bechtel Family Center Ribbon Cutting at Monterey Bay Aquarium

Name: Bechtel Family Center Ribbon Cutting at Monterey Bay Aquarium



MONTEREY BAY AQUARIUM

Date: May 9, 2019

Time: 5:00 PM - 7:00 PM
PDT

Event Description:

The Bechtel Center is the Monterey Bay Aquarium's most ambitious undertaking since building the Aquarium itself, and we're excited to show you how it will engage and inspire the next wave of ocean leaders. For the past 35 years, the Aquarium has provided California students, teens and teachers with free educational opportunities that nurture a new understanding of the vital role of the ocean and a commitment to protect it.

RSVP now → url:

https://docs.google.com/forms/d/e/1FAIpQLSfRIUMSBIks2EFEkfDpU03_2WnFHfRbtO99nqv7y8TV1W0uJQ/viewform

[https://docs.google.com/forms/d/e/1FAIpQLSfRIUMSBIks2EFEkfDpU03_2WnFHfRbtO99nqv7y8TV1W0uJQ/viewform]

Space is limited, please let us know if you can attend. Aquarium admission is not included.

The Bechtel Center is made possible, in part, by contributions from the Aquarium's business partners.

Learn more about the business partnership programs.

url: <https://www.montereybayaquarium.org/businesspartners>

[<https://www.montereybayaquarium.org/businesspartners>]

Location:

625 Cannery Row
Monterey

Date/Time Information:

Thursday, May 9
5-7 pm

Fees/Admission:

Free with RSVP. Aquarium admission is not included.

Set a Reminder

Enter your email address below to receive a reminder message.

Enter Email Address

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