



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, MAY 7, 2019

5:30 P.M.

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

Regular Meeting – May 7, 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 Council member may request that any item be placed on the Regular Agenda for separate consideration.

- A. Approval of April 16, 2019 Sand City Council Meeting Minutes
- B. Approval of City RESOLUTION Amending the Existing Contract with Creegan & D'Angelo for the Remainder of Fiscal Year 2018/2019 for an amount not to exceed \$85,000
- C. Acceptance of City/Successor Agency Monthly Financial Report, March 2019
- D. Approval of City RESOLUTION Authorizing a Time Extension of the Building Inspection and Plan Check Services Agreement with the City of Monterey to June 30, 2020

- E. Approval of City RESOLUTION Approving an Increase to the Legal Contingency Fund of \$38,000 for Extraordinary Legal Services Performed by City Attorney Vibeke Norgaard through June 30, 2019
- F. Consideration of City RESOLUTION Approving the Contra Costa Street and Sidewalk Improvement Project funded by SB1, the Road Repair and Accountability Act of 2017, for Fiscal Year 2019-2020

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- A. Presentation by City of Monterey Fire Chief Gaudenz Panholzer on Fire Services {10 minutes}

9. PUBLIC HEARING

- A. FIRST READING: ORDINANCE Amending Sand City Municipal Code Section 12.04.010 to Adopt New Engineering Standards {continued from April 16, 2019 Council meeting}
- B. FIRST READING: ORDINANCE Amending Sand City Municipal Code Title 12 Relating to Exemptions from Public Contracts Code and Purchasing Procedures
- C. Consideration of City RESOLUTION Approving Conditional Use Permit 626 for Parcel R2 of the South of Tioga Development Project {this item to be continued to the next Council meeting}

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. Consideration of City RESOLUTION Allowing for the Consumption of Alcoholic Beverages at the Annual City Barbeque to be held on Saturday, May 18, 2019
- B. Consideration of City RESOLUTION Authorizing the Interim City Manager to Execute a Contract with Liebert Cassidy Whitmore (LCW) to Prepare a Revised Personnel Manual at a cost not to exceed \$15,000
- C. Approval of City RESOLUTION Authorizing a Service Agreement with Bartel Associates, LLC for Actuarial Consulting Services in an amount not

to exceed \$15,000

- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

12. CLOSED SESSION

- A. City Council/Agency Board to adjourn to Closed Session for Conference with Legal Counsel regarding:
 - 1) Anticipated Litigation -Consideration of Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4): (1 case)
 - 2) Existing litigation (Gov. code section 54956.9(d)(1). case: *Gonzales, III et al. v. Monterey Peninsula Unified; City of Sand City and Dennis Alexander*, Case No. 19CV000828.
 - 3) Significant exposure to litigation pursuant Gov. Code section 54956.9(d)(2):(1 case), Claim of Brandon Virtue (deceased), et al
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown

13. ADJOURNMENT

<p>Next Scheduled Council Meeting: Tuesday, May 21, 2019 5:30 P.M. Sand City Council Chambers 1 Pendergrass Way, Sand City</p>
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This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.

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

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 16, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS

Interim City Administrator joined the meeting via conference call.

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

The invocation was led by Reverend Robert Hellam.

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 (participated by phone)
Vibeke Norgaard, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Connie Horca, Deputy City Clerk
Linda K. Scholink, Administrative Services Director/City Clerk

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

The Mayor announced that her monthly report is available and was distributed to the Council. She reported her attendance at the grand re-opening of Camp Transformation with Council Members Blackwelder and Sofer at their new location on Elder Avenue, as well as an event held by the District Attorney's Office in recognition of their 20th Annual Crime Victims Week and presented a proclamation at the event.

Interim City Administrator Fred Meurer reported that the Coastal Commission passed the permit extension for the construction of the new wells. Staff is working with Cal-Am regarding the costs for construction of the wells and is hopeful that they will assume all expenses. A number of issues regarding the South of Tioga project and the Habitat Management Plan may require an incidental take permit and will be discussed at length under New Business. The worst case scenario may involve project delay of 4 months which Staff would like to avoid. There have also been discussions regarding the fees involved with the demolition and construction process. A development agreement will be discussed, and the City

Attorney will be providing a report when the agenda item is presented. A memo regarding a feasibility study was presented to the Council which outlined a process. The Chief, Police Officers Association leadership, and Staff will be working on this and should come before the Council at the second May meeting. Mr. Meurer reported that he had met with the City Managers of Del Rey Oaks and Monterey to discuss City services and they have expressed interest in providing services to Sand City. He has a meeting with the Seaside City manager to discuss several topics to include the sewer waste station, gaining permission to obtain the railroad right of way, and to potentially have Sand City take ownership of the streets bordering Sand City. He is continuing to work on the budget revenues and expenses. The City Manager recruitment firm has received twenty applicants to date and have a few high quality candidates. He requested that the Council continue the first reading of Engineering Standards, Agenda item 9A due to the street light standards that require updating.

In response to Council Member Hawthorne's question whether the South of Tioga project can move forward with demolition without the incidental take permit, Mr. Meurer indicated that they may have to wait the 4-5 months to proceed. City Attorney Norgaard clarified that the incidental take permit allows for incidentally removing a plant during the demolition process. The EIR indicates that a qualified biologist needs to remove seeds and plants from the impacted area and move them to the habitat area. The biologist would need this permit to move forward in order to avoid an illegal "take" of a listed species.

City Clerk Scholink added that additional information for agenda item 11A was distributed to the Council.

AGENDA ITEM 5, COMMUNICATIONS

5:44 P. M. Floor opened for Public Comment

There was no comment from the Public.

5:44 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the April 2, 2019 Sand City Council Meeting Minutes.
- B. There was no discussion of the City/Successor Agency Monthly Financial Report, February 2019.
- C. There was no discussion of the City **Resolution** recognizing Community Human Services on their 50th Anniversary.
- D. There was no discussion of the 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. There was no discussion of the City **Resolution** amending the Existing Contract with Michael McCarthy for Special Projects/Human Resources Consulting Services for Fiscal Year 2018/2019.

Motion to approve the Consent Calendar was made by Council Member Hawthorne, seconded by Council Member Sofer. 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, PRESENTATIONS

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

The Mayor introduced Robert Rapp, Development Director of Community Human Services, who will be making the presentation on behalf of Robin McCrae.

Mr. Rapp reported that Community Human Services (CHS) was founded in 1969, and in 1973, counties, cities, and school districts adopted the nonprofit to become a joint powers agency (JPA). CHS merged with the Family Service Agency of Monterey County in 2002.

The mission of CHS is to identify addiction, mental illness, and homelessness that destroys lives and affects families. Therefore Community Human Services provides people of all ages with tools and support to overcome these challenges, and to create lasting change in their lives. The agencies annual budget is approximately \$7 million with 68 full-time and 26 part-time employees. The organization serves a target population of low and very low-income residents of Monterey County estimated at 3,500 people annually in all of the different programs combined. These programs include Genesis House which is a 36 bed licensed residential drug treatment program for adults in Seaside. Recently, the Elm House facility was newly licensed to become a women's residential drug treatment program in Seaside and focuses on women facing recovery from drug addiction.

The Off-Main clinic is a drug assisted medical treatment facility. CHS also has family service centers in Salinas and Seaside that provides individual and group counseling, parenting education classes, supervised visitation,

domestic violence and drug intervention services. We also have a Super-Kid/Super-Teen school based counseling program, that gives students access to counseling services.

Safe Places is one of our biggest programs operating in downtown Monterey, that assists 300 youth each year, and has recently opened 12 emergency shelter beds for homeless youth who can stay for the night and receive food, clothing, hygiene items, and counseling. Safe Passage also located in Monterey provides transitional housing for homeless youth ages 18 to 21 and is a program that assists homeless youth who have been in foster care and provides them with necessary life skills such as balancing a check book, applying for jobs, etc.

Mr. Rapp invited the Council to the CHS partner appreciation breakfast to be held on April 25th at the Salinas sports complex in recognition of their 50th year anniversary. He presented the City a plaque that read, *"Thank you for your dedication to the youth and families of Monterey County through your support of Community Human Services. We appreciate you"*

At the request of the Mayor, Mr. Rapp also provided additional information regarding the Silver Star Program which provides drug and alcohol intervention services for youth and works collaboratively with the City of Salinas probation department.

He acknowledged Robin McCrae who was originally scheduled to be at tonight's Council meeting for receiving the Lifetime Achievement Award. Robin has served as CHS' Chief Executive Officer for 25 years, has worked in the organization for 27 years, and is an amazing person who is well deserving of the award and recognition.

The Mayor also invited the Council to attend a future Community Human Services meeting which is held in the Council Chambers once a month on Thursdays.

Mr. Meuer encouraged the new Council members to attend a meeting to better understand the services that CHS provides to the community.

AGENDA ITEM 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)**

Mayor Carbone commented that this item will be continued to the next City

Council meeting.

AGENDA ITEM 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**

City Engineer Leon Gomez reported that the desalination plant production for the month of March was 2.3 acre feet, and is reportedly very low due to high salinity at the intake wells. According to the operations manager Mr. James, the salinity levels did come down towards the end of the month due to the repair of the well starter units and ultra-violet treatment system. Cal-Am is currently working to replace or repair their ultraviolet (UV) system. They anticipate having the plant operable by the end of the week.

As mentioned earlier the City's coastal development permit for the new project was approved and granted by the Coastal Commission at the April 10th meeting last week in Salinas. Staff attended the Integrated Regional Water Management Group meeting. Review comments were provided by Staff and the technical assistance (TA) team reported that the City's project has become the 2nd or 3rd ranked Stormwater improvement project. As result of last week's meeting the IRWMP group will be submitting the City's project, along with 2 other projects for grant funds to the Department of Water Resources (DWR). The issue that Staff is trying to clarify is whether utilizing DWR grant funds will jeopardize utilizing Proposition 1 grant funds because they are both State of California funding sources. Staff will report the determination on that at a future meeting. Review comments to the 30% improvement plans for the West End project along Contra Costa and Catalina Streets were provided to the technical assistance team, and is pending a follow up call.

The review matrix for the South of Tioga Phase 1 off-site improvements were roughly 140-150 comments. There were a fair amount of comments that the applicant will have to address. Earlier this week Mr. Gomez met with Mr. Pooler to review the fees for the Phase 1 processes based on the City's currently adopted fee schedule. As noted in the approved vesting tentative map for the project that fee is estimated to be \$140,000 to \$150,000 initially. The intent is to recover costs that the City may incur should it exceed the difference and additional fees to be covered as part of the development agreement.

The City is looking at a non-competitive grant for the Calabrese Park improvements that would include another restroom, a series of retaining walls, additional play areas, new tables, barbecue pits, new walkways into the park curb, additional curb and sidewalk improvements throughout most of the block as well as play structures and equipment. Staff is hopeful to obtain this grant. The next step is to incorporate the various conceptual improvements that have been discussed. Staff is hopeful that this will go forth at a future meeting.

Mr. Gomez also reported that the hazardous materials were removed last week.

AGENDA ITEM 11, NEW BUSINESS

{Council member Cruz stepped down from the dais due to a possible conflict within residing within 500' of the subject property}

Mr. Adam Lundgren from Meyers, Nave joined the meeting via conference call.

A. Discussion and Council Direction regarding Development Agreement with DBO Development LLC regarding the South of Tioga Project

City Attorney Vibeke Norgaard reported that Staff is working on a draft development agreement (DA) with DBO, a requirement of the VTM approved for the the South of Tioga (SOT) project. A few issues will require Council direction. Staff has drafted the legal terms of the agreement, and has presented it to DBO Development. DBO submitted a skeletal outline of their draft development agreement also which required a lot of revisions. The proposed development agreement would maintain terms during construction through the end of the project and fill in the gaps that have not been sufficiently covered in the vesting tentative map (VTM). According to the VTM, public improvements have to be accepted by the City prior to the issuance of a building permit. Staff would like to find some way to ensure that those improvements are not damaged before their return to the City. A few ways the City can do this would be to extend the obligations that DBO has to keep bonds in place until the very end of that development agreement term, which may possibly be 5 or 6 years plus additional time for other reasons. Another option could be to include a provision that requires any subsequent developers to provide some kind of bond for that portion of the improvements. The first option presented would avoid a situation in which the City would have to track down each developer and figure out who performed which job.

Council Member Hawthorne inquired whether it would be advantageous to have separate developers construct parts of the project, and to have them bonded in the event of the death of the original developer to ensure that their part of the project is completed.

Mr. Lundgren explained the favored approach would have the benefit of being easier to enforce, monitor, and to maintain. It would provide the advantage of having lower total financing and transaction costs, because under the map act this would normally be obtained through a bond or secured with a letter of credit. Both of which have annual transactions and upfront costs. The downside as explained by the City Attorney is that the total warranty period that the City would be securing through the negotiation of the DA would be longer than the initial warranty period. This can be negotiated as a deal point in the DA and allows the City to stay with the master developer.

There was discussion regarding individual developers, the difficulty of tracking them down, and locking them into this additional security. If this can be negotiated with the developer that they keep the bonds in place through the completion of the project, it would be more straightforward, easier to track and deal with then having multiple individual builders providing additional security.

Following Council discussion, the Mayor confirmed that there was consensus of the Council to approve the first option as indicated in the memo.

City Attorney Norgaard reported on the habitat conservation area and requested Council feedback. As part of the mitigation plan, DBO is required to set aside approximately 0.9 acres as a conservation area and to obtain incidental take permits for construction in the SOT area. Due to the presence of certain species -- the gilia, Monterey spine flower and the Smiths blue butterfly some of that species and habitat could be destroyed with the project, so DBO is required to mitigate by providing a conservation easement. The underlying land is owned by DBO, and then will likely be owned by the owners of the properties who develop the R1 and R2 parcels. They will own the underlying land but the conservation easement will be over that land and the habitat has to be monitored in perpetuity.

DBO has already submitted a few documents and have applied for an incidental take permit with the US Fish and Wildlife and also the California Department of Fish and Wildlife because one of the plants is a State protected species. What has been presented in some of the documents from DBO is that the City wants to take it over to manage the conservation easement. Council has not actually been presented with this issue. There is a question as to who will actually own the easement on the land? This could be the City or a third party agency such as the Native Plant Society. The second issue is who will actually provide the ongoing maintenance of the habitat, and ensure that invasive species such as ice plants are

removed and reports are filed. The third question is how will that on-going maintenance be funded? What has been established is that DBO will be in charge of the habitat area for the first 5 years so that if the City were to take it over, the City would only do so if the area is already successfully restored. This habitat management/ownership is an issue that can be clarified in the development agreement.

Council Member Blackwelder commented that this is DBO's project and the City does not have staffing capacity to manage the habitat. Fish and Wildlife should make the determination on who should manage it and it should be funded through the Community Facilities District (CFD).

There was Council discussion regarding the financial aspect of the habitat area which included an endowment fund provided by DBO. Their analysis provided that 4% interest of \$73,000 would actually be enough for the monitoring activities; however, should the calculations change, the City would be responsible for paying the difference. There was further discussion on whether the City wants to own and be responsible for the the conservation easement as this would be a liability, and also a discussion of work that needs to be performed by DBO prior to demoliton.

Mr. Lundgren commented that if there is Council consensus on the first issue, the developer could have it turned over to a conservation trust. There is at least one agency that owns and manages conserved areas. That non-profit group would have its own standards and responsibilities for accepting ownership of the property, and taking on the management responsibilities. They would provide their own opinions regarding the issue of funding, and whether they prefer an endowment or some other funding source.

Council Member Hawthorne commented that it would be a good idea to have a conservation group maintain the habitat area and assume the responsibility of keeping animals and flora maintained so the City does not have to worry about it. The environmental group would set their own rules and hire their own biologist.

There was further discussion regarding EIR requirements, the City providing demolition and other necessary permits, and notice of completion.

Interim City Administrator Meurer added that if the City could find a group that is willing to take responsibility for the area that would be great; however, most groups are limited in funding. The City is not in the habitat business. The habitat is an exclusionary area and not a park, and would need funds allocated for its on-going management.

Mr. Lundgren emphasized that in prior conversations perhaps the developer may be requesting some things and taking certain steps that may not have been completely thought through in terms of their potential impacts and risks. The City is focusing on trying to get a viable schedule and order of proceedings, and to ensure that the work involved in the permitting process is logical and orderly.

City Attorney Norgaard clarified and noted earlier discussions indicated that the Council finds that they do not want to be in the business of managing or even owning the conservation area as mentioned, and would like DBO to find a third party to take both ownership and monitoring in perpetuity forever.

The Council was in agreement with the City Attorneys clarification regarding the habitat conservation area.

City Attorney Norgaard provided a report on the progress of both the Lang and Gomez properties. One of the remaining parcels is the lift station, which is owned by the Successor Agency to the former Redevelopment Agency. Currently, the Long Range Property Management Plan requires that it should be offered to DBO as part of the plan to redevelop South of Tioga at its fair market value. The Director of Administrative Services is looking at updating the existing appraisal.

City Engineer Gomez added that the Seaside Sanitation District currently has plans to construct a new sewer main up to Tioga Avenue and once installed, the existing residences connected to that sewer main will render the lift station parcel obsolete. Based on his conversation with the City of Seaside, that project is probably somewhere in the vicinity of an 80% design, and they reportedly have an aggressive schedule for construction.

City Attorney Norgaard spoke to portions of the road that will be abandoned and referred to the map contained in the memo. The vesting tentative map has the entire area going to the project. When a right of way is legally abandoned half of it goes to the property owners on one side of the road, and half of it goes to the other side of the road. Discussion regarding the Council's direction in moving forward with possible condemnation should be deliberated under Closed Session. These land acquisition issues will be covered in the DA by requiring that it would need to be amended to include the acquired properties.

Mr. Lundgren commented that the question about possibly breaking up the project to avoid the issue of property ownership is an interesting one for the Council to consider. From a practical legal standpoint, State law

prohibits the City from entering into a development agreement with anyone who does not have legal title or an equitable interest in all of the property that is depicted on the map. He thanked the Council for the opportunity to provide his legal opinions.

6:45 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:45 P.M. Floor closed to Public Comment.

The Mayor asked the Council if they were in agreement with the issues presented tonight and the direction taken. There was consensus of the Council to move forward.

{Council Member Cruz returned to the dais}

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

Council Member Sofer reported that she took a ride along with the Police Chief on Friday and it proved to be very informative and useful. She encouraged other members of the Council to schedule a ride along so they know what the police officers do on a daily basis. Council Member Cruz expressed her interest to Police Chief Ferrante.

Council Member Hawthorne commented that the City barbeque is several weeks away and would like to know if beer or wine can be served. City Attorney Norgaard advised that the municipal code allows for alcoholic beverages at a specific City event if City Council decides to allow it and must be set by resolution. This item can be agendaized if the Council would like to do so.

C. Upcoming Meetings/Events

The City Clerk mentioned that Post No Bills will have a mixer on Thursday, April 19th from 5-8 p.m. There were no RSVP's from the Council.

AGENDA ITEM 12, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Sofer seconded by Council Member Hawthorne to the next regularly scheduled Council meeting on Tuesday, May 7, 2019 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 6:55 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6B

STAFF REPORT

DATE: April 30, 2019 (for City Council action on May 7, 2019) **Agenda Item: 6B**
TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: **Amendment to Contract with Creegan + D'Angelo for City Engineering Services Contract for Fiscal Year 2018-2019**

RECOMMENDATION

Approve an amendment to the contract with Creegan + D'Angelo for City Engineering Services for Fiscal Year 2018-2019.

ACTION

City Council vote to approve an amendment to the contract with Creegan + D'Angelo for City Engineering Services for Fiscal Year 2018-2019.

BACKGROUND

Creegan + D'Angelo (C+D) has provided City Engineering Services to the City of Sand City since March of 1985. Since that time, C+D has participated in almost all aspects of the City's infrastructure development including; Capital Improvement Program (CIP) projects, street rehabilitation projects, development review services, management of the City's municipal storm water program, updates to standard forms, applications, and fees, preparation of technical reports and/or studies, preparation of grant applications and management of grants, and coordination with local, regional, and state agencies to support City projects.

C+D is currently involved in several important City projects including the South of Tioga Development, Sand City Water Supply Project (SCWSP) Phase 1 New Intake Wells, West End Stormwater Improvement Project, and the development of new, updated City Standards.

During fiscal year 2018-2019, costs for City Engineering Services have increased due to the following, primary reasons:

- South of Tioga Project: engineering support for land entitlement permits, development review services, meetings and correspondence with city staff, the applicant, and outside agencies (PG&E, SCSD, Cal-Am, etc).
- Development Review Services for residential, mixed-use, and commercial projects such as the Dayton Residences, Catalina Lofts Mixed Use Project, and the San Juan Pools Commercial Building.
- West End Stormwater Improvement Project (Prop. 1 TA grant): increased coordination with the technical assistance team, State Water Board, and city staff on the project and for the 30% design development.
- Trash Amendment: meetings and coordination with the Monterey Regional Storm Water Management Program (MRSWMP) to address requirements, visual assessments of

- priority land uses, planning issues, preparation and submittal of technical reports.
- Integrated Regional Water Management Planning (IRWMP) Regional Water Management Group (RWMG): meetings, correspondence, and review of project rankings in support of potential funding from the Department of Water Resources (DWR) for City projects.
- 2019 City Standards: preparation of new, updated design standards, construction standards, and standard drawings.

While costs for City Engineering Services have increased this fiscal year, it is important to note that C+D has actively pursued and obtained grants to support long term infrastructure development in Sand City. The table below shows current grants for which C+D was instrumental in obtaining:

Table: Current Grant Funded Projects

Project	Grant Amount	Grant Source, Year Awarded	Current Status
West End Stormwater Improvement Project	\$240,000 + an additional \$30,000 = \$270,000	State Water Resources Control Board Prop. 1 Technical Assistance Grant, 2017	30% design of green street reconstruction for Contra Costa St. and Catalina St.
West Bay Street Repair Project (observation platform)	\$113,584	FEMA and CalOES Public and Disaster Assistance, 2018	City to submit application to the Coastal Commission for immaterial amendment to the Coastal Development Permit, plans at 90%.
Calabrese Park Improvements	\$60,000	Community Development Block Grant Funding (CDBG), 2019	Project is in design stage.
Total	\$443,584		

As shown, C+D has successfully obtained over \$440,000 in grant funding for Sand City projects.

ENVIRONMENTAL (CEQA) CLEARANCE

An amendment to the existing contract for City Engineering Services does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) and is therefore exempt under CEQA guidelines sections 15060(c)(2) and 15061(b)(3).

FISCAL IMPACT

Increase in the existing contract for City Engineering Services by \$85,000.

Thank you for your consideration of this request.

Sincerely,
 Leon D. Gomez, P.E.
 City Engineer

CITY OF SAND CITY

RESOLUTION SC ____, 2019

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE EXISTING CONTRACT WITH CREEGAN & D'ANGELO FOR THE REMAINDER OF FISCAL YEAR 2018/2019 FOR AN AMOUNT NOT TO EXCEED \$85,000

WHEREAS, since March of 1985 the engineering consulting firm of Creegan & D'Angelo has been providing contract engineering services to the City of Sand City; and

WHEREAS, in June, 2014 Mr. Leon Gomez has satisfactorily served as the City Engineer/Public Works Director per Resolution SC 14-38, 2014, and retains the qualifications and experience necessary to serve the City of Sand City in this capacity; and

WHEREAS, on June 5, 2018 the City Council of Sand City approved by Resolution SC 18-52, 2018 incorporated herein as Attachment 1 authorizing a City Engineering Service Agreement with Creegan & D'Angelo not to exceed \$205,000 for fiscal year 2018/2019; and

WHEREAS, due to Creegan & D'Angelo's involvement in several important City projects additional staff time was necessary for engineering support on the Development Review Services for residential, mixed-use, and commercial projects, South of Tioga and West End Stormwater Improvement Projects, meetings with the Monterey Regional Stormwater Management Program (MRSWMP) and Integrated Regional Water Management Planning (IRWMP) group, and the preparation and update of the 2019 City Standards; and

WHEREAS, the current contract has exceeded the estimated costs for City engineering services and requires an amendment to the original contract with Creegan & D'Angelo for Fiscal Year 2018/19 to reflect an additional \$85,000 (item 5020-11) to cover the cost of invoices and work to be performed through June 30, 2019; and

WHEREAS, at the April 2, 2019 Sand City Council meeting, the City Council passed and adopted Amendment #1 to the FY 2018/19 Budget, that includes the additional amount of \$85,000 for City engineering services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the amendment to the existing contract for an additional \$85,000 with Creegan & D'Angelo for the remainder of Fiscal Year 2018/2019.

Resolution SC ___, 2019

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

RESOLUTION SC 18-52 , 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
AUTHORIZING A CITY ENGINEERING SERVICE AGREEMENT
WITH CREEGAN + D'ANGELO
NOT TO EXCEED \$205,000**

WHEREAS, Creegan + D'Angelo, a consulting engineering firm, has been providing satisfactory contract engineering services to the City of Sand City since March of 1985; and

WHEREAS, Mr. Leon Gomez has adequately served as City Engineer/Public Works Director since June 2014 per Resolution SC 14-38, 2014, and is qualified to continue to provide City Engineer/ Public Works Director services to the City of Sand City; and

WHEREAS, the proposed City Engineering Service Agreement, attached as Exhibit A and incorporated herein by reference, with Creegan + D'Angelo Consulting Engineers, is hereby found to be most appropriate to meet the needs of the City of Sand City and is hereby accepted; and

WHEREAS, the Scope of Work, attached as Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

WHEREAS, the Creegan + D'Angelo Fee Schedule, attached as Exhibit C and incorporated herein by reference, is hereby accepted and approved with the understanding that this Fee Schedule may be updated periodically, subject to review and approval by the City Council of Sand City; and

WHEREAS, due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Engineering Services is \$80,000; the estimated cost for Development Review Services is \$80,000; and the estimated cost for management of the City's municipal storm water program is \$45,000 for a total amount not to exceed \$205,000 for the fiscal year, unless written authorization is provided by the City Administrator; and


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

1. The attached City Engineer Service Agreement (Exhibit A), Scope of Work (Exhibit B), and Fee Schedule (Exhibit C) are accepted and approved.
2. The Mayor and City Administrator are directed and authorized to execute the attached City Engineering Service Agreement in substantially the same form as the attached documents.
3. The term of the City Engineering Service Agreement will be for a twelve (12) month period beginning July 1, 2018 through June 30, 2019.
4. Creegan + D'Angelo Infrastructure Engineers will maintain a current Sand City Business License throughout the term of the Service Agreement.

PASSED AND ADOPTED by the City Council of Sand City this 5th day of June, 2018,
by the following vote:

AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Linda K. Scholink, City Clerk

EXHIBIT A

CITY ENGINEERING SERVICE AGREEMENT

This Agreement made this 5th day of June, 2018, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and CREEGAN + D'ANGELO, a California Corporation at 225-H Cannery Row, Monterey, CA 93940, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, CITY desires professional engineering and technical staff services in the discipline of municipal public works; and

WHEREAS, CONSULTANT is willing to provide, and CITY is willing to accept the professional and technical staff services of CONSULTANT of the work.

NOW, THEREFORE, CITY and CONSULTANT further agree as follows:

A. GENERAL SCOPE OF SERVICES

CONSULTANT is to perform municipal public works and engineering services to CITY under the general direction of the City Administrator as described herein below, and as shown on Exhibit B – Scope of Work.

B. DIVISION OF ENGINEER'S WORK

Although the CONSULTANT (Creegan + D'Angelo) exclusively will render engineering services to the CITY, the CONSULTANT, and the CITY agrees that the day-to-day engineering services (hereinafter "Daily Services") will be rendered exclusively by the firm of Creegan + D'Angelo and that special projects (hereinafter "Special Projects") may require the services of a specialized firm other than Creegan + D'Angelo. If, in the opinion of the CITY and the CONSULTANT, Creegan + D'Angelo does not have the personnel or expertise to perform such special services, then the CITY and/or Creegan + D'Angelo shall have the right to subcontract such services to such other firm as is acceptable to both the CITY and the CONSULTANT.

C. COMPENSATION FOR SERVICES

In consideration of the performance of service provided by this Agreement, CITY shall pay CONSULTANT an amount computed in accordance with Exhibit C - Fee Schedule, attached hereto and made a part of this Agreement. Due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Engineering Services is \$80,000; the estimated cost for Development Review Services is \$80,000; and the estimated cost for management of the City's municipal storm water program is \$45,000, for a total amount not to exceed \$205,000 for the fiscal year, unless written authorization is provided by the City Administrator

CONSULTANT shall submit monthly statements of the services performed, which will be based upon daily individual and personnel classification time records.

D. TITLE TO DOCUMENTS

All maps, plans, detailed drawings, calculations, memorandums, reports and other documents prepared by CONSULTANT in the performance of services pursuant to this Agreement shall be considered services and shall be the property of the CITY at such time as CITY has compensated CONSULTANT for services rendered in connection with which they were prepared. The CITY shall not use copies of site specific work in other locations. The CITY may use copies of general, non-site specific maps and plans such as zoning maps and base maps.

E. TERM OF AGREEMENT

The term of the agreement will be for a twelve (12) month period beginning July 1, 2018 through June 30, 2019. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

F. NOTICES

Notices shall be addressed and sent to:

CITY:

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attn: City Administrator

CONSULTANT:

Creegan + D'Angelo
225-H Cannery Row
Monterey, CA 93940
Attn: Office Manager or Principal in Charge

G. ENGINEER AS INDEPENDENT CONTRACTOR

It is hereby understood that CONSULTANT is an agent of the City, not an employee of the CITY; but is an independent contractor with full rights to manage its employees subject to all legal requirements. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. As part of this Service Agreement, it is agreed that CONSULTANT'S local office manager, Leon D. Gomez, shall be designated as "contract City Engineer and Public Works Director" for City.

H. INDEMNIFICATION AND INSURANCE

1. CONSULTANT agrees to indemnify and hold the City harmless from any cost, expense or liability incurred on account or assertion of a claim, suite, lien, or other cost against the CITY resulting from the action or activities of CONSULTANT.
2. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the CONSULTANT, its agents and employees, performed in connection with this Agreement, including but not limited to premises and automobile.

CONSULTANT shall maintain the following limits:

General liability

- Combined single limit per occurrence.....\$1,000,000.00
- General Aggregate.....\$1,000,000.00
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)
- Automobile Liability
Combined Single Limit per Occurrence.....\$ 500,000.00
(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)
- Worker's Compensation.....Full Liability Coverage
- Professional Errors and Omissions.....\$ 500,000.00
- (CONSULTANT shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement).

3. All insurance companies with the exception of worker's compensation and professional errors and omissions affording coverage to the CONSULTANT shall be required to add the CITY, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy, and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the CITY or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
4. All insurance companies affording coverage to the CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
5. All insurance companies affording coverage shall provide thirty (30) day written notice mail to the City of Sand City should the policy be canceled or reduced in coverage below the limits required herein, before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
6. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY, concurrently with the submission of this Agreement. A statement of the insurance certificate, which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (5) herein. The CONSULTANT shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.
7. CONSULTANT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered default by CONSULTANT.
8. Maintenance of insurance by the CONSULTANT as specified in the agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

I. ENGINEERING ESTIMATE OF PROBABLE COST

Any engineering estimates of probable cost provided by CONSULTANT will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these engineering estimates.

J. PROFESSIONAL STANDARDS

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same area and performing the same type of work for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this agreement.

K. LEGAL EXPENSES

In the event legal action is brought by CITY or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.

L. ASSIGNMENT

It is recognized by the parties that a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. This Agreement is personal to CONSULTANT and shall not be assigned by it without express written approval of CITY.

M. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State, and City laws and any rules or regulations promulgated there under.

N. NONDISCRIMINATION

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

O. CONFLICT OF INTEREST

CONSULTANT warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable State, local, or Federal law. In the event that any conflict of interest should nevertheless hereinafter arise, CONSULTANT shall promptly notify CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Government Code Section 8100 et.seq.) That applies to CONSULTANT as a result of CONSULTANT's performance of the work or services pursuant to the terms of this Agreement.

P. TERMINATION

This Agreement may be terminated by either party for any reason whatsoever upon thirty (30) days written notice. In the event that this Agreement is terminated by CITY for any reason, CITY is hereby expressly permitted to assume and complete the services imposed on CONSULTANT by this Agreement by any means, including but not limited to, an Agreement with another party.

Upon termination, CONSULTANT shall be entitled to payment of such amount as fairly compensates CONSULTANT for all work satisfactorily performed up to the date of termination based on hourly rates shown in Exhibit C, except that in the event of termination by CITY for CONSULTANT's default, CITY shall deduct from the amount due CONSULTANT the total amount of additional expenses incurred by CITY as a result of such default. In the event that such additional expenses shall exceed amounts otherwise due and payable to CONSULTANT, CONSULTANT shall pay CITY the full amount of such expense.

In the event that this Agreement is terminated by CITY for any reason, CONSULTANT shall:

1. Upon written receipt of notice of such termination immediately cease all services, unless otherwise directed by CITY; and
2. Deliver to CITY all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement. Such material is to be delivered to CITY whether it is in completed form or is in process, and CITY may condition payment for services rendered to the date of termination upon CONSULTANT's delivery to the CITY of such material.

The rights and remedies of the parties provided by this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

Q. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

CITY OF SAND CITY
A Municipal Corporation

By: Mary Ann Carbone
Mary Ann Carbone, Mayor

By: Todd Bodem
Todd Bodem, City Administrator

CREEGAN + D'ANGELO
A California Corporation

By: Leon D. Gomez
Leon D. Gomez, Senior Engineer

By: Robert S. Jones
Robert S. Jones, President

ATTEST:
Linda K. Scholink
Linda K. Scholink, City Clerk

EXHIBIT B

SCOPE OF WORK

Creegan + D'Angelo (C+D) Infrastructure Engineers proposes to provide the services generally described in this Scope of Work. To provide these services, C+D will draw on the experience gained in working with other public agencies and private developers. When undertaking each work assignment, the project requirements will first be evaluated by the Principal-in-Charge and/or City Engineer. The Principal-in-Charge and/or City Engineer will determine how to accomplish the work and produce the required product efficiently. The work approach will be reviewed with the City Administrator before initiating the project assignment.

The services to be provided include:

A. Civil Engineering:

1. This covers a wide range of engineering activities, including street improvements, water and wastewater systems, structures, storm drainage, and other improvements.
2. The work could range from preliminary design and cost estimating to detailed plans and specifications.
3. Where appropriate, financing programs, including assessment districts, will be analyzed for construction of improvements and continuing maintenance. The analysis will include evaluation of the projected assessment costs and annual assessment payments. If assessment districts are to be used, the required Engineer's Report, Boundary Map and Assessment Diagram would be prepared. The CITY and CONSULTANT would work closely to provide the engineering requirements with the City staff and Bond Counsel.

B. Supervision:

1. These services will include supervision work with City staff members on general engineering work.
2. Supervision of C+D staff in preparing project plans.
3. Supervision of construction work and/or provide direction for City staff to follow through with contractors.

C. Inspection:

1. Provide field inspection for construction by contractors in accordance with project plans and specifications.
2. Inspections will include photographic records of the work and periodic inspection reports.
3. Review of work and payment requests and making recommendations for payment to the City Administrator and other staff members.
4. Report to the City Administrator on work progress for each contract and be available to report to the City Council if necessary.

D. Design:

1. Preparation of preliminary design studies, engineers' reports and cost estimates.
2. Submit recommendations for budgeting.

3. Complete construction plans and specifications, and bid documents.
 4. Projects may include street improvements, water, storm drainage, wastewater collection, treatment and reuse, and other City related facilities.
- E. Surveys
1. Coordinate with the contract City Surveyor to obtain surveys for design and construction.
 2. Coordinate with the contract City Surveyor to provide for aerial surveys as required.
- F. Testing:
1. Through one or more geotechnical engineers, provide for testing to conform with project specifications.
 2. Testing work would be coordinated with inspection work.
 3. For water and wastewater facilities, pressure test the constructed facilities.
 4. When necessary, require replacement of facilities that do not meet specifications.
- G. Plan Checking (Public and Private Construction)
1. Review plans prepared for public construction for conformance with design standards and any specific Federal or State requirements.
 2. Review plans for private developments for conformance with the City of Sand City Standards, Conditions of Approval, and engineering design standards.
 3. Review private development plans for impact on existing utility and storm drain systems and recommend conditions of approval to mitigate these impacts.
 4. Coordinate with the contract City Surveyor in order to review Tentative Maps and Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
 5. Coordinate with the contract City Surveyor to process applications for Lot Merger and Lot Line Adjustments and assist in the recordation of said documents with the County Recorder's office.
- H. Project Management and Scheduling:
1. Organize project management procedures with the City Administrator and other City Department Heads.
 2. Establish project priorities and schedules.
 3. Prepare project budgets and submit recommendations for annual City budgeting.
 4. Participate in City's staff meetings, as requested, either in Sand City, or by telephone conference call.
 5. Prepare reports to the City Administrator and City Council.
 6. Coordinate with and assist the City's Planning Department, Public Works Department, other City Departments, and other contract consultants.

7. Assist in preparing Staff Reports and Ordinances for consideration by the City Administrator and City Council, as requested.
8. Review EIR's (Environmental Impact Reports) for engineering, traffic and utility concerns.
9. Assist in filing Federal or State Grant applications.
10. Provide assistance as requested for specific projects.
11. Maintain budgets for engineering services.
12. Communications consisting of FAX, E-Mail, overnight deliveries, etc....
13. Maintain appropriate engineering and public works files for the City.

I. Bid Preparation and Cost Estimating:

1. Prepare Bid Documents, Plans, and Specifications
2. Prepare Notice to Contractors.
3. Distribute plans and specifications
4. Prepare cost estimates for all projects based on construction experience and site conditions.
5. Review bids received.
6. Submit recommendations for award of contracts.

J. Sub-Consultants:

1. When the services of other consultants or experts are required, such as architectural, geotechnical, structural, electrical or other engineering and public works services, Creegan + D'Angelo will obtain proposals for said work and arrange for these services on a sub-consultant basis, up to a maximum cost of \$10,000 with approval of the City Administrator. The fee for these services will be 5% based on the consultant's invoice.

If the sub-consultant costs exceed \$10,000, then approval of the City Council will be required or a separate contract arranged directly with the City.

K. Fee Schedule:

1. The attached Exhibit C - Fee Schedule will be used in the provision of the above engineering services. These fees may be adjusted periodically based on the adjusted change of the Consumer Price Index and/or proposed new fee schedule as submitted by the Consultant. Any new fee schedule will be subject to review and approval by the City Council. Any specialized fee that is not listed on the attached Fee Schedule shall be subject to negotiation and agreement between the parties.

EXHIBIT C

CREEGAN + D'ANGELO FEE SCHEDULE

City of Sand City – City Engineer Services FY 2018/2019

Engineering Services

City Engineer	\$158.00
Principal Engineer.....	\$202.00
Assistant City Engineer / Project Manager.....	\$167.00
Senior Engineer	\$158.00
Associate Engineer.....	\$141.00
Staff Engineer	\$119.00
CADD Technician	\$106.00
Administrative Assistant.....	\$ 66.00

Other Services

City Council/Agency Meetings	at applicable hourly rates
Court Appearances/Depositions	\$270.00 per hour
Court Preparation	at applicable hourly rates
Subconsultants	Cost + 5%
Special Equipment, Reproductions, Materials and Other Outside Charges	Cost + 15%
Vehicle Transportation.....	Federal Rate + 15%
Travel Time.....	at applicable hourly rates

A late payment charge is computed at the annual rate of five (5) percent above the Federal Discount Rate and billed on any invoice balance due, commencing thirty (30) days after the invoice date.

Effective July 1, 2018

Subject to Revision Annually

AGENDA ITEM

6C

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Director of Administrative Services
Subject: Financial Reports
Date: April 30, 2019

Jenda

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

A. City of Sand City Reports

1. Balance Sheet Report for March 2019.
2. Revenue received in the month of March 2019-Total \$ 990,206.44
This total includes transfers).
Month End Cash Register Activity Report for March 2019.
3. Expenditures paid for in the month of March 2019-Total \$ 275,838.83
Month End March 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 \$ 152,680.69
Payroll taxes \$43,586.57
4. Current City Balances as of March 31, 2019.
Total \$ 6,633,800.45 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 March 2019
2. Revenue received in the month of March - Total \$ 145.62
Month End Cash Register Activity Report for March 2019.
3. Expenditures paid for in the month of March 2019 Total \$ 0.
Month End Cash Disbursement Report for March 2019- Not included
4. Current Successor Agency Balances as of March 31, 2019
Total \$ 1,715,707.72 restricted and unrestricted (Includes Rabobank and Bond CD's).

● In addition to the City and Successor Agency balances, there is a total of

- \$ 225,164.41 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for March 2019

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
3/29/19	22988	State of California	\$154,000.00	Transaction tax received
3/29/19	22989	State of California	\$175,900.00	Sales tax received

Transfers

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
3/13/19	22952	City checking	\$ 400,000.00	Transfer to LAIF
3/28/19	22972	LAIF	\$ 200,000.00	Transfer to City Checking

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

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
33370	Monterey One Water	\$ 19,061.95	FY18-19 Regional Storm water Mngt.
33399	EMC Planning	\$ 7,250.90	Dec/Jan Orosco Staff support
33422	Mont. Bay Area Insurance	\$ 6,884.79	Settlement/Claims fees
33427	Monterey Pen. Chamber	\$ 7,851.00	2019 Membership
33442	Creegan & D'Angelo	\$53,233.50	February Engineering Services

Successor Agency Notes for March 2019

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

Date **Receipt #** **Source** **Amount** **Description**
 Month End Cash Disbursement Report-Special or Major Expense for the Month of March 2019 is explained below. There were no special or major expenditures this month.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
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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.: 04/24/19
 RUN....: 04/24/19
 Run By.: LINDA

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

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: March 31, 2019 Fiscal (09-19)

Assets			Acct ID
Cash Clearing Checking Account	395,147.23	99	1001
General Fund HOUSING ACCT. FROM SERAF SA	213,849.89	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,415.41	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	5,597,554.93	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	53,604.32	10	1080
General Fund Pro Equities CD's	987,000.00	10	1081
General Fund Cash Balance	339,991.65	10	1099
Gas Tax - 2105 Cash Balance	25,553.14	31	1099
Traffic Safety Cash Balance	2,359.64	35	1099
RMRA -Road M&R Cash Balance	4,624.81	37	1099
Measure X TAMC Cash Balance	22,617.87	38	1099
Cash Clearing Cash Balance	-395,147.23	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	3,967,175.97	70	1280
Gen. Fixed Asst CIP- Wells	152,222.73	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 ---->	35,953,786.57		35,953,786.57

Liabilities

Acct ID
 -----36

REPORT.: 04/24/19
 RUN....: 04/24/19
 Run By.: LINDA

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

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: March 31, 2019 Fiscal (09-19)

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	3,452.86	10	2059
General LTD Act STREET SWEEPER-CAPTIAL LEASE	44,609.08	70	2071
General Fund State Mandated CASP Fee	8.20	10	2115
General Fund Health Insurance	20,610.33	10	2150
General Fund Dental/Vision	124.68	10	2160
General Fund POLICE ASSOC. DUES	840.00	10	2180
General Fund PEPRA RETIREMENT %	2,129.22	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 ACTUARIALS	54,000.00	70	2505
Total of Liabilities ---->			6,856,257.59

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	12,223,423.85	60	3600
Gen. Fixed Asst CAPITAL LEASE	189,797.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-565,764.41		
Total of FUND Balances ---->			29,097,528.98
			35,953,786.57

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	03-19	03/06/19	22940	C	Mis	REN01	RENTAL INCOME MARCH 2019 CELL TOWER RENT Receipt Date: 03/06/18 CROWN CASTLE Issued...: TO (DEVON) Mar 06 2018 08:43 am Devon Lazzarino	Db: 99	1001	1425.78
								Cr: 10	4740 00	
			22941	C	Mis	BL01	BUSINESS LICENSE ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	25.00
								Cr: 10	4055 00	
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	3.60
								Cr: 10	4033 00	
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	.40
								Cr: 10	2115	
			22942	C	Mis	MS	REIMBURSE S OF TIOGA 1/19 EMC STAFF SUPPORT Receipt Date: 03/06/18 Paid by: DBO DEVELOPMENT Issued...: TO (DEVON) Mar 06 2018 08:44 am Devon Lazzarino	Db: 99	1001	2757.14
								Cr: 10	2059	
			22943	C	Mis	MS	REIMBURSE S OF TIOGA 1/19 EMC BIO SERVICES Receipt Date: 03/06/18 Paid by: DBO DEVELOPMENT Issued...: TO (DEVON) Mar 06 2018 08:44 am Devon Lazzarino	Db: 99	1001	4493.76
								Cr: 10	2059	
			22944	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT - ELECTRIC Receipt Date: 03/06/18 Paid by: MONTEREY BAY COMMUNITY POWER Issued...: TO (DEVON) Mar 06 2018 08:45 am Devon Lazzarino	Db: 99	1001	1305.05
								Cr: 10	4025 00	
			22945	C	Mis	UUT	UTILITY USERS TAX JANUARY 2019 UUT Receipt Date: 03/06/18 Paid by: P.G. & E. Issued...: TO (DEVON) Mar 06 2018 08:45 am Devon Lazzarino	Db: 99	1001	8525.92
								Cr: 10	4025 00	
			22946	C	Mis	BL01	BUSINESS LICENSE ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	25.00
								Cr: 10	4055 00	
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	3.60
								Cr: 10	4033 00	
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% ONE DAY ONLY BUSINESS LICENSE - CITY BBQ Receipt Date: 03/06/18	Db: 99	1001	.40
								Cr: 10	2115	
								Paid by: MONTEREY BAY EQUESTRIAN		
			22947	C	Mis	POST	POST REIMBURSEMENT POST REIMBURSEMENT - CHIEF MAY 2017 Receipt Date: 03/06/18 Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 06 2018 08:45 am Devon Lazzarino	Db: 99	1001	521.99
								Cr: 10	4335 08	
								Day 03/06/19 Total ---->		19087.64

	03/13/19		22952	E	Mis	LAI03	TRANSFER TO LAIF TRANSFER FROM CITY CHECKING TO LAIF Receipt Date: 03/13/19 Paid by: TRANSFER FROM CITY CHECKING TO LAIF Issued...: TO (DEVON) Mar 13 2019 01:05 pm Devon Lazzarino	Db: 10	1008	400000.00
								Cr: 99	1001	
								Day 03/13/19 Total ---->		400000.00

	03/14/19		22953	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7589 Receipt Date: 03/14/19 Paid by: AMBER WELCH Issued...: TO (DEVON) Mar 14 2019 09:03 am Devon Lazzarino	Db: 99	1001	75.00
								Cr: 10	4221 08	
			22954	C	Mis	WEST	WEST END REVENUE 2019 WEST END DONATION Receipt Date: 03/14/19 Paid by: KATY DID IT DESIGNS Issued...: TO (DEVON) Mar 14 2019 09:03 am Devon Lazzarino	Db: 99	1001	5000.00
								Cr: 10	4500 00	
			22955	C	Mis	UUT	UTILITY USERS TAX FEBRUARY 2019 UUT Receipt Date: 03/14/19 Paid by: PILOT POWER GROUP Issued...: TO (DEVON) Mar 14 2019 09:04 am Devon Lazzarino	Db: 99	1001	402.61
								Cr: 10	4025 00	
			22956	C	Mis	02103	GAS TAX 2103 FEBRUARY 2019 HIGHWAY USERS TAX Receipt Date: 03/14/19	Db: 99	1001	101.25
								Cr: 31	4305 11	
				Mis	02105		GAS TAX - 2105 31 FEBRUARY 2019 HIGHWAY USERS TAX Receipt Date: 03/14/19	Db: 99	1001	155.04
								Cr: 31	4305 11	
				Mis	02106		GAS TAX - 2106 32 FEBRUARY 2019 HIGHWAY USERS TAX Receipt Date: 03/14/19	Db: 99	1001	478.76
								Cr: 31	4305 11	
				Mis	02107		GAS TAX - 2107 33 FEBRUARY 2019 HIGHWAY USERS TAX Receipt Date: 03/14/19	Db: 99	1001	150.65
								Cr: 31	4305 11	
			22957	C	Mis	COPS	PAID BY: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 14 2019 09:04 am Devon Lazzarino	Db: 99	1001	8333.33
								Cr: 10	4069 08	
			22958	C	Mis	UUT	UTILITY USERS TAX Receipt Date: 03/14/19 Paid by: COUNTY OF MONTEREY Issued...: TO (DEVON) Mar 14 2019 09:04 am Devon Lazzarino	Db: 99	1001	132.43

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	03-19	03/14/19	22959	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 03/14/19	Db:	99 1001	150.00
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 03/14/19	Cr:	10 4055 00	
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 03/14/19	Db:	99 1001	3.60
								Cr:	10 4033 00	
								Db:	99 1001	.40
								Cr:	10 2115	
			22960	C	Mis	TAMCX	Issued...: T0 (DEVON) Mar 14 2019 09:05 am Devon TAMC MEASURE X FOR STREETS 4TH QUARTER 2018 TAMC MEASURE X Receipt Date: 03/14/19	Lazzarino		
								Db:	99 1001	7598.25
								Cr:	38 4302 11	
								Db:	99 1001	
			22961	C	Mis	TRA01	Issued...: T0 (DEVON) Mar 14 2019 09:06 am Devon TRAFFIC SAFETY FUND JANUARY 2019 TRAFFIC Receipt Date: 03/14/19	Lazzarino		
								Db:	99 1001	26.41
								Cr:	35 4205 11	
					Mis	CRI01	CRIMINAL PCL463/CITY FINES JANUARY 2019 TRAFFIC Receipt Date: 03/14/19	Db:	99 1001	68.72
					Mis	POC01	COUNTY/PROOF OF CORR JANUARY 2019 TRAFFIC Receipt Date: 03/14/19	Cr:	10 4210 08	
					Mis	P172	1/2 TAX POLICE/PROP 172 JANUARY 2019 TRAFFIC Receipt Date: 03/14/19	Db:	99 1001	13.20
					Mis	REV	COUNTY/REV & RECOVERY JANUARY 2019 TRAFFIC Receipt Date: 03/14/19	Cr:	35 4205 11	42.10
								Db:	99 1001	
								Cr:	10 4330 08	197.70
								Db:	99 1001	
			22962	C	Mis	UUT	Issued...: T0 (DEVON) Mar 14 2019 09:06 am Devon UTILITY USERS TAX FEBRUARY 2019 UUT - GAS Receipt Date: 03/14/19	Lazzarino		
								Db:	99 1001	9.44
								Cr:	10 4025 00	
								Db:	99 1001	
								Cr:	10 4210 08	
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								Cr:	10 4210 08	
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								Db:	99 1001	

Reg Period	Date	Receipt	T Opr	ID No	Description	G/L Posting	Amt Paid
000	03-19	03/29/19	22974	C Mis PAR02	SAND CITY PARKING PARKING VIOLATION #8014 Receipt Date: 03/29/19 Paid by: MONICA ALDARE	Db: 99 1001 Cr: 10 4221 08	40.00
			22975	C Mis PAR02	Issued...: TO (DEVON) Mar 29 2019 08:55 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #7066 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4221 08	40.00
			22976	C Mis PAR02	Paid by: TERRAX PEST SERVICES Issued...: TO (DEVON) Mar 29 2019 08:55 am Devon Lazzarino SAND CITY PARKING PARKING VIOLATION #7865 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4221 08	40.00
			22977	C Mis ENG01	Paid by: SONYA MANAGAN Issued...: TO (DEVON) Mar 29 2019 08:55 am Devon Lazzarino ENGINEERING FEES LOT MERGER APPLICATION Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4160 11	700.00
			22978	C Mis MS	Paid by: MONTECRISTO CAPITAL Issued...: TO (DEVON) Mar 29 2019 08:56 am Devon Lazzarino MINT COMPUTER RESOURCES POLICE TRACNET WARRANTY REFUND Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4730 00	1266.97
			22979	C Mis MIT01	Paid by: MINT COMPUTER RESOURCES Issued...: TO (DEVON) Mar 29 2019 08:57 am Devon Lazzarino MITIGATION 2019 ECONOMIC MITIGATION FEES Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4710 00	1308.27
			22980	C Mis MIT01	Paid by: FORTUNA REALTY Issued...: TO (DEVON) Mar 29 2019 08:57 am Devon Lazzarino MITIGATION 2018 ECONOMIC MITIGATION FEES Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4710 00	1295.32
			22981	C Mis MS	Paid by: FORTUNA REALTY Issued...: TO (DEVON) Mar 29 2019 08:57 am Devon Lazzarino AVIANA BUSHNELL APRIL 2019 COBRA Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 2160	52.64
			22982	C Mis UUT	Paid by: AVIANA BUSHNELL Issued...: TO (DEVON) Mar 29 2019 08:58 am Devon Lazzarino UTILITY USERS TAX FEBRUARY 2019 UUT - ELECTRIC Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4025 00	76.63
			22983	C Mis UUT	Paid by: CONSTELLATION NEW ENERGY Issued...: TO (DEVON) Mar 29 2019 08:58 am Devon Lazzarino UTILITY USERS TAX FEBRUARY 2019 UUT - GAS Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4025 00	2.30
			22984	C Mis MS	Paid by: SPARK ENERGY Issued...: TO (DEVON) Mar 29 2019 08:58 am Devon Lazzarino P.G. & E. CALIFORNIA/TIOGA ENCROACHMENT PERMIT Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4160 05	450.00
			22985	C Mis RMRA	Paid by: P.G. & E. Issued...: TO (DEVON) Mar 29 2019 08:59 am Devon Lazzarino ROAD MAINTENANCE & REHAB FEBRUARY 2019 RMRA Receipt Date: 03/29/19	Db: 99 1001 Cr: 37 4306 11	498.57
			22986	C Mis ENG01	Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 29 2019 08:59 am Devon Lazzarino ENGINEERING FEES REIMBURSE ENGINEER FEES - 460 ELDER Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4160 11	711.00
			22987	C Mis TUT01	Paid by: GREG HAWTHORNE Issued...: TO (DEVON) Mar 29 2019 09:00 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	124.47
			22988	C Mis TUT01	Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 29 2019 09:00 am Devon Lazzarino TRANSACTION/USE TAX DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	600.93
				Mis TUT01	TRANSACTION/USE TAX DISTRIBUTION 3RD QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	203.24
				Mis TUT01	TRANSACTION/USE TAX DISTRIBUTION 4TH QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	3322.72
				Mis TUT01	TRANSACTION/USE TAX DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	870.58
				Mis TUT01	TRANSACTION/USE TAX CURRENT ADVANCE JANUARY 2019 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4032 00	154000.00
			22989	C Mis STAX	Paid by: STATE OF CALIFORNIA Issued...: TO (DEVON) Mar 29 2019 09:01 am Devon Lazzarino SALES TAX RECEIVED DISTRIBUTION PRIOR TO 3RD QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4030 00	616.03
				Mis STAX	SALES TAX RECEIVED DISTRIBUTION 3RD QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4030 00	202.67
				Mis STAX	SALES TAX RECEIVED DISTRIBUTION 4TH QUARTER 2018 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4030 00	2083.66

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid	
000	03-19	03/29/19	22989	C			SALES TAX RECEIVED DISTRIBUTION 1ST QUARTER 2019 Receipt Date: 03/29/19	Db: 99 1001 Cr: 10 4030 00	671.57	
							SALES TAX RECEIVED CURRENT ADVANCE JANUARY 2019 Receipt Date: 03/29/19 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Mar 29 2019 09:02 am Devon	Lazzarino Day 03/29/19 Total ---->	175900.00 345117.57	
	03/31/19	22994	E	Mis	HOU01		CITY HOUSING INTEREST MARCH 2019 INTEREST Receipt Date: 03/31/19 Paid by: RABOBANK Issued..: TO (DEVON) Mar 31 2019 10:31 am Devon	Lazzarino Db: 10 1003 Cr: 10 4413 00	8.32	
		22995	C	Mis	OPEB		OPEB INTEREST MARCH 2019 INTEREST Receipt Date: 03/31/19 Paid by: RABOBANK Issued..: TO (DEVON) Mar 31 2019 08:59 am Devon	Lazzarino Db: 10 1004 Cr: 10 4411 00	5.54	
		22996	C	Mis	INT01		INTEREST IN CHECKING MARCH 2019 INTEREST Receipt Date: 03/31/19 Paid by: RABOBANK Issued..: TO (DEVON) Mar 31 2019 09:01 am Devon	Lazzarino Db: 99 1001 Cr: 10 4410 00 Lazzarino Day 03/31/19 Total ---->	6.39 20.25	
									Period 03-19 Total ---->	990206.44
									Register 000 Total ---->	990206.44
									===== Total of All Registers ---->	990206.44 =====

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
033357	AFLAC	FEBRUARY 2019 AFLAC PREMIUMS	03/01/19	980.65
033358	AMERICAN PLANNING ASSOC.	MEMBERSHIP RENEWAL - CHARLES POOLER	03/01/19	483.00
033359	CANON SOLUTIONS AMERICA, INC.	JANUARY 2019 COPY MACHINE USAGE	03/01/19	257.98
033360	CALIFORNIA HIGHWAY	FEBRUARY 2019 HIGHWAY CLEAN UP	03/01/19	295.00
033361	CALIFORNIA LAW	MARCH 2019 POLICE LTD PREMIUMS	03/01/19	245.00
033362	CORBIN WILLITS SYSTEMS	MARCH 2019 TECH SUPPORT - MOM	03/01/19	219.35
033363	CALIFORNIA STATE DISBURSEMENT	FEBRUARY 2019 CHILD SUPPORT - BLACKMON	03/01/19	385.00
033364	CYPRESS COAST FORD	DRIVERS SIDE DIAGNOSTIC CHECK - POLICE UNIT 91	03/01/19	67.50
033365	DEL REY OAKS GARDEN SUPPLY	CHAIN SAW REPAIR, SHARPENING, CHAINS	03/01/19	289.97
033366	HUMANA INSURANCE COMPANY	MARCH 2019 DENTAL, VISION, LIFE PREMIUMS	03/01/19	3149.53
033367	PATRICIO R. PADILLA	FEBRUARY 16, 2019 OFFICE CLEANING	03/01/19	250.00
033368	MCGRATH RENTCORP	MARCH 2019 POLICE LOCKER ROOM RENTAL	03/01/19	209.90
033369	MONTEREY TIRE SERVICE, INC	4 TIRES FOR P/W FORD F150 TRUCK	03/01/19	898.51
033370	MONTEREY ONE WATER	FY 18-19 MTRY REGIONAL STORMWATER MANAGEMENT	03/01/19	19061.95
033371	VIBEKE NORGAARD	FEBRUARY 2019 ATTORNEY SERVICES/TRAINING REIMB	03/01/19	12073.90
033372	OFFICE DEPOT , INC.	FEBRUARY 2019 SUPPLIES	03/01/19	324.55
033373	OHIO NATIONAL LIFE	MARCH 2019 LIFE INSURANCE PREMIUMS	03/01/19	69.55
033374	PITNEY BOWES	REPLENISH POSTAGE MACHINE	03/01/19	300.00
033375	CRAIG RIDDELL	2019 WEST END ADVERTISING - MARCH INSTALLMENT	03/01/19	500.00
033376	SAND CITY POLICE OFFICERS	MARCH 2019 POA DUES	03/01/19	385.00
033377	SAND CITY CHAMBER OF COMMERCE	FY 2018-2019 DONATION	03/01/19	2500.00
033378	STEPHEN L. VAGNINI	2019 WEST END COORDINATOR FEE - MARCH INSTALLMENT	03/01/19	5000.00
033379	SUN LIFE FINANCIAL	MARCH 2019 LTD PREMIUMS	03/01/19	648.92
033380	ELENA SALSEDO STEELE	BREAKFAST FOR 2/27/19 COUNCIL ORIENTATION	03/01/19	55.00
033381	V&V MANUFACTURING, INC.	RETIRED BADGE FOR ROBERT COOKE	03/01/19	123.77
033382	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	03/01/19	135.82
033383	SEASIDE GROUNDWATER BASIN WATE	FY 18-19 WATER LEVELS/WATER SAMPLING FROM WELLS	03/01/19	1024.50
33357B	ADP, INC	4TH QUARTER/YEAR END 2018 DOCUMENTS	03/07/19	255.60
33357C	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 2/28/19	03/08/19	253.35
33357A	PERS - MEDICAL	MARCH 2019 PERS HEALTH PREMIUMS	03/10/19	20245.59
033384	RABOBANK VISA CARD	12 STEP TRAINING EXPENSES, CELL PHONE ACCESSORIES	03/12/19	335.04
033385	RABOBANK VISA CARD	FEBRUARY 2019 COSTCO SUPPLIES	03/12/19	460.21
033386	RABOBANK VISA CARD	CELL PHONE CASE, FLOWERS	03/12/19	155.48
033387	RABOBANK VISA CARD	AUTO, ADVERTISING, FAN MOTOR, BASKET, CASE, BULBS	03/12/19	1788.11
033388	RABOBANK VISA CARD	CREDIT, FLAGS, MEETINGS, DOMAIN, FED EX	03/12/19	2256.27
033389	AMERIPRIDE SERVICES	FEBRUARY 2019 LAUNDRY SERVICE	03/12/19	589.56
033390	AT & T	FEBRUARY 2019 POLICE TRACNET PHONE LINE	03/12/19	114.28
033391	AVAYA, INC	FEBRUARY 2019 TELEPHONE LEASE	03/12/19	246.14
033392	CAL-AM WATER	FEBRUARY 2019 WATER BILL - 1 PENDERGRASS	03/12/19	86.67
033392	CAL-AM WATER	FEBRUARY 2019 WATER BILL - 320 ELDER	03/12/19	46.65
033392	CAL-AM WATER	FEBRUARY 2019 WATER BILL - 525 ORTIZ	03/12/19	29.86
033392	CAL-AM WATER	FEBRUARY 2019 WATER BILL - 600 DIAS	03/12/19	32.73
033393	COASTAL CUISINE & CATERING, IN	CATERING FOR 3/1/19 MAYOR LUNCHEON	03/12/19	512.00
033394	COMCAST	MARCH 2019 P/W INTERNET AND PHONE	03/12/19	167.05
033394	COMCAST	MARCH 2019 POLICE INTERNET	03/12/19	151.16
033395	COMMUNITY PARTNERSHIP FOR	4/6/19 ANNUAL LUNCHEON	03/12/19	180.00
033396	CYPRESS COAST FORD	OIL CHANGE FOR POLICE UNIT 92	03/12/19	62.19
033396	CYPRESS COAST FORD	RIM FOR POLICE UNIT 91	03/12/19	169.99
033397	DEL REY OAKS CAR WASH	FEBRUARY 2019 CAR WASHES FOR POLICE	03/12/19	54.00
033398	DE LAGE LANDEN FINANCIAL SERVI	MARCH 2019 STREET SWEEPER PAYMENT #41	03/12/19	1522.18
033399	EMC PLANNING GROUP, INC.	DECEMBER 2018/JANUARY 2019 OROSCO PROPERTY BIO	03/12/19	4493.76
033399	EMC PLANNING GROUP, INC.	JANUARY 2019 OROSCO PROPERTY STAFF SUPPORT	03/12/19	2757.14
033400	ERICKSON AUTOMOTIVE AND 4X4	30K SERVICE/OIL CHANGE FOR CITY SUV	03/12/19	655.38
033400	ERICKSON AUTOMOTIVE AND 4X4	OIL CHANGE/SPARK PLUGS/STEERING FOR P/W TRUCK 8101	03/12/19	1734.11
033400	ERICKSON AUTOMOTIVE AND 4X4	OIL CHANGE/STEERING/CALIPERS FOR P/W DUMPTRUCK	03/12/19	3405.20
033401	THE HERALD	FEBRUARY 2019 LEGAL/RECORDS COORDINATOR ADVERTISIN	03/12/19	1038.04
033402	LEAGUE OF CALIF. CITIES	3/11/19 LEAGUE MEETING	03/12/19	90.00
033403	GARY HAEDRICH MARKS BARN AUTO	BODY DAMAGE REPAIR FOR POLICE UNIT 91	03/12/19	2067.12
033404	CITY OF MONTEREY	JANUARY 2019 INSPECTION SERVICES	03/12/19	441.00
033405	MONTEREY TIRE SERVICE, INC	4 TIRES FOR POLICE UNIT 92	03/12/19	764.70
033405	MONTEREY TIRE SERVICE, INC	MOUNT NEW RIM FOR POLICE UNIT 91	03/12/19	36.21
033406	MONTEREY COUNTY	POLICE NETWORK ACCESS FOR PERIOD ENDING 1/31/19	03/12/19	266.77
033407	MRWMD	FEBRUARY 2019 REFUSE CHARGES	03/12/19	385.38
033408	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	03/12/19	205.78
033409	EDWARD THOMAS FLOSI	3/27/19 USE OF FORCE TRAINING TUITION	03/12/19	198.00
033410	RED SHIFT INTERNET SRVCS	MARCH 2019 CITY DSL, WEB & EMAIL	03/12/19	51.98
033410	RED SHIFT INTERNET SRVCS	MARCH 2019 POLICE DSL, WEB & EMAIL	03/12/19	41.95
033411	DAVID W. JANSEN	POLICE BOOKING, PATROL 3, PATROL 2, LAPTOP MAINT	03/12/19	399.00
033411	DAVID W. JANSEN	POLICE DOMAIN NAME 1 YEAR WEBHOSTING	03/12/19	339.00
033411	DAVID W. JANSEN	POLICE TONER - CLETS AND RECORDS	03/12/19	633.20
033412	SHRED IT- SAN JOSE	FEBRUARY 15, 2019 SHREDDING SERVICE	03/12/19	61.04
033413	STURDY OIL COMPANY	2/15/19 TO 2/28/19 FUEL COSTS	03/12/19	833.84
033414	ELENA SALSEDO STEELE	COOKIES FOR 3/1/19 MAYOR LUNCHEON	03/12/19	40.00
033415	RABOBANK VISA CARD	OIL CHANGE, LABOR LAW POSTERS, BREAKFAST MEETING	03/12/19	394.06
33357D	ADP, INC	2018 ANNUAL CD EARNINGS RECORDS	03/15/19	125.55
33357E	PUBLIC EMPLOYEES RET. SYS	FEBRUARY 2019 PERS RETIREMENT CONTRIBUTIONS	03/15/19	46572.49
033416	ALAN'S AUTO GLASS OF THE	WINDSHIELD REPLACEMENT FOR POLICE UNIT 93	03/19/19	815.43
033417	A.T. & T.	FEBRUARY 2019 POLICE OUTSIDE PHONE LINE	03/19/19	261.39
033417	A.T. & T.	FEBRUARY 2019 POLICE T-LINE	03/19/19	214.57
033418	BALBOA CAPITAL	APRIL 2019 WATER DISPENSER FOR OFFICE	03/19/19	65.20
033419	COMCAST	MARCH 2019 CITY INTERNET/COUNCIL TV	03/19/19	96.87
033420	ERICKSON AUTOMOTIVE AND 4X4	OIL CHANGE FOR STREET SWEEPER	03/19/19	225.13
033421	HOPE SERVICES	FEBRUARY 2019 CLEAN UP CREW	03/19/19	4952.35
033422	MONTEREY BAY AREA SELF INSURAN	FEES FOR CLAIM #MBA18-0313A	03/19/19	40.97
033422	MONTEREY BAY AREA SELF INSURAN	SETTLEMENT/FEES FOR CLAIM #MBA17-0219	03/19/19	6843.82
033423	MONTEREY BAY PEST CONTROL	MARCH 7, 2019 PEST CONTROL SERVICE	03/19/19	120.00
033424	M.C.P.O.A.	2018 PEACE OFFICER OF YEAR DINNER 3/22/19	03/19/19	480.00
033425	CITY OF MONTEREY	SOUTH OF TIOGA INSPECTION FEES	03/19/19	922.14
033426	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR POLICE UNIT 92	03/19/19	21.73
033426	MONTEREY TIRE SERVICE, INC	REPAIR AND TUBE FOR BACKHOE	03/19/19	69.55

Date...: Apr 24, 2019
 Time...: 10:01 am
 Run by.: Linda Scholink

City of Sand City
 MARCH 2019 ACCOUNTS PAYABLE

Page: 2
 List: 0000
 ID #: PYCPDP

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
033427	MONTEREY PENINSULA	2019 MEMBERSHIP	03/19/19	7851.00
033428	OFFICE DEPOT , INC.	3 ERGONOMIC KEYBOARDS	03/19/19	352.32
033429	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	03/19/19	95.17
033430	DAVID W. JANSEN	CITY HALL SYSTEMS MAINTENANCE	03/19/19	672.00
033431	SPCA	FEBRUARY 2019 ANIMAL SERVICES	03/19/19	620.00
033432	STAR SANITATION, LLC	FEBRUARY 2019 BIKE TRAIL RESTROOM	03/19/19	212.69
033433	VERIZON WIRELESS	FEBRUARY 2019 CELL PHONE BILLS	03/19/19	1126.59
033434	A&R PLUMBING, INC	REFUND PERMIT #1355 FEE - 550 CALIFORNIA	03/26/19	42.00
033435	SVETOZAR KARAPAUDZIN	POLICE FIREWALL SOFTWARE UPGRADE	03/26/19	372.00
033436	AMERICAN SUPPLY CO	12 CASES OF MUTT MITTS	03/26/19	1111.86
033437	A.T. & T.	FEBRUARY 2019 TELEPHONE BILLS	03/26/19	317.80
033438	CALPERS 457 PLAN	MARCH 2019 PERS 457 CONTRIBUTIONS	03/26/19	18423.25
033439	CANON SOLUTIONS AMERICA, INC.	FEBRUARY 2019 COPY MACHINE USAGE	03/26/19	242.68
033440	CHIEF SUPPLY	6 FIELD TRAUMA KITS FOR POLICE	03/26/19	1020.00
033441	COMCAST	MARCH 2019 POLICE CABLE TV	03/26/19	46.59
033442	CREEGAN & D'ANGELO	FEBRUARY 2019 ENGINEERING SERVICES	03/26/19	53233.50
033443	EMC PLANNING GROUP, INC.	FEBRUARY 2019 PLANNING STAFF SUPPORT	03/26/19	2319.12
033444	LAWRENCE ESCOBAR	REIMBURSE EXPENSES FOR COMPOSITE DRAWING COURSE	03/26/19	1493.78
033445	HINDERLITER, DE LLAMAS & ASSOC	1ST QUARTER 2019 SALES/TRANSACTION TAX SERVICES	03/26/19	1646.96
033446	MONTEREY COUNTY BUSINESS	3/29/19 SUPERVISOR SPEAKER LUNCHEON	03/26/19	60.00
033447	MUNICIPAL MAINTENANCE EQUIPMEN	FAN, HOUSING ASSEMBLY, LINER, MISC PARTS	03/26/19	4533.35
033448	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR CITY TOYOTA CAMRY	03/26/19	21.73
033449	NATIVIDAD MEDICAL CENTER	BLOOD ALCOHOL FOR MOLINA	03/26/19	31.00
033450	VIBEKE NORGAARD	MARCH 2019 ATTORNEY FEE/EXPENSE REIMBURSEMENT	03/26/19	11845.63
033451	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	03/26/19	76.77
033452	PACIFIC GAS & ELECTRIC	FEBRUARY 2019 UTILITY BILLS	03/26/19	2636.95
033453	DAVID W. JANSEN	LOCAL AREA NETWORK ISSUE - CITY HALL	03/26/19	189.00
033453	DAVID W. JANSEN	MAYOR AND LINDA SYSTEM ISSUES	03/26/19	168.00
033453	DAVID W. JANSEN	POLICE - WATCHGUARD, PATROL 1, COMCAST	03/26/19	420.00
033454	LINDA SCHOLINK	EXPENSES FOR PARMA CONFERENCE/MBASIA WILL REIMB	03/26/19	679.19
033455	STURDY OIL COMPANY	3/1/19 TO 3/15/19 FUEL COSTS	03/26/19	1124.59
33357F	RABOBANK	MARCH 2019 TRANSFER IN/OUT FEES	03/31/19	45.00

Grn-Total:
 Ttl-Count: 122

275838.83

Sand City
Successor Agency
for the former
Redevelopment
Agency

REPORT.: 04/24/19
 RUN....: 04/24/19
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: March 31, 2019 Fiscal (09-19)

Assets			Acct ID

Fiduciary Fund Tax Increment Account	657,615.43	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,379.50	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,712.79	40	1026
Fiduciary Fund 2008B RESERVE ACCOUNT	225,164.41	40	1070
Fiduciary Fund 2008B Debt Service Fund	66.66	40	1072
Fiduciary Fund 2017 Debt Service Fund	108.06	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 ---->	3,902,424.12		3,902,424.12
			=====

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	560,394.33		

Total of FUND Balances ---->	-12,729,805.21		3,902,424.12
			=====

REPORT.: Apr 24 19 Wednesday
 RUN....: 04/24/19 Time: 11:26
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 03-19

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

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	03-19	03/31/19	00347	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST MARCH 2019 INTEREST Receipt Date: 03/31/19 RABOBANK	Db: 40 1025 Cr: 40 4435 00	20.47
			00348	C	Mis	PRP01	Issued...: T0 (DEVON) Mar 31 2019 08:27 am Devon Lazzarino PROPERTY TAX INCREMENT MARCH 2019 INTEREST Receipt Date: 03/31/19 Paid by: RABOBANK	Db: 40 1005 Cr: 40 4450 00	104.48
			00350	C	Mis	BND05	Issued...: T0 (DEVON) Mar 31 2019 08:33 am Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST MARCH 2019 INTEREST Receipt Date: 03/31/19 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	20.67
							Issued...: T0 (DEVON) Mar 31 2019 09:07 am Devon Lazzarino	Day 03/31/19 Total ---->	145.62
								Period 03-19 Total ---->	145.62
								Register 000 Total ---->	145.62
									=====
Total of All Registers ---->									145.62
									=====

AGENDA ITEM

6D

CITY OF SAND CITY

STAFF REPORT

APRIL 12, 2019
(For City Council Review on May 7, 2019)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Time Extension of the Contract with City of Monterey Building Department for Plans Examination and Inspection Services

BACKGROUND

Since 1994, the City of Monterey has provided quality and professional building inspection and plan check services to the City of Sand City on an “as needed” basis. The current service agreement contract, entered into in 2011, is subject to annual time extensions. The latest contract extension (approved last year) expires on June 30, 2019. To continue building department services after that date, a time extension of this service agreement is necessary. The time extension, presented for Council’s consideration, would commence on July 1, 2019 and expire on end of day on June 30, 2020, coinciding with the fiscal year.

DISCUSSION

Sand City has limited on-site staffing that necessitates additional services to maintain proper functioning of City activities. The City of Monterey’s Building Department and staff have proved to be dependable and professional in performing plan check services, building code guidance, and building inspections. Furthermore, Sand City and Monterey staffs have maintained an excellent working relationship. Continuation of said services will best serve the building administration needs of the City at an economically efficient cost basis.

Section 3.02 of the Service Agreement allows for time extensions of said Agreement by “...consecutive one (1) year time periods, or for shorter extension periods as agreed to by the parties,...” by written mutual agreement of both parties’ City Managers that specifies the renewal and end dates. This Section of the Agreement also allows for the annual adjustment of labor rates; subject to written agreement between the City Managers of both Cities. There are several rate changes by Monterey. The rate for inspections will increase to \$103 (up from \$98), plan review fees will remain at seventy-five percent (75%) of plan review fees collected by Sand City with a minimum plan check fee increased to \$105 (up from \$100). The fee for reviewing revised plans will increase to \$103 per hour (up from \$98). Furthermore, Monterey is adding a “Building Official” hourly rate of \$155.

Last Year, the City of Monterey specified the following term be added to the service agreement, which was approved by Council:

“For projects with a valuation greater than one-million dollars (\$1,000,000), the building permit fee structure must be agreed upon in writing in advance of performance of any work by the City of Monterey to ensure full cost recovery for both parties.”

This would remain in effect with this service contract time extension. Under the contract renewal/extension (with rate amendments), Monterey Building would continue plan check and inspection services for projects over \$1,000,000 if such a project's scale is within their means; however, it should be noted that the City will be outsourcing (via contract) with a private firm for plan check and inspection services for the South of Tioga Project. Phase 1 plan check review of that project is being performed by Monterey Building and Fire Departments, City Planning Department, and City Engineer; however, due to the scope of Phase 1, inspections are intended to be outsourced to the private firm. The City's individual departments (planning, building, fire, engineering) would still be involved, but with the bulk of manpower provided by the private firm.

RECOMMENDATION

Staff recommends **APPROVAL** of the draft Resolution (see Attachment 2) authorizing a time extension and rate amendments of the Service Agreement with the City of Monterey for Building Department plans examination and inspection services, commencing on July 1, 2019, and ending on June 30, 2020 to coincide with the 2019-20 Fiscal Year.

Attachment:

1. Draft Resolution authorizing a time extension of the Service Agreement to June 30, 2020, with a copy of the 2011 Service Agreement attached as "Resolution Exhibit A" and the 2019 agreement amendment(s) as "Resolution Exhibit B".

ATTACHMENT 1

CITY OF SAND CITY

RESOLUTION SC _____, 2019

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING A TIME EXTENSION OF THE BUILDING INSPECTION AND PLAN CHECK SERVICES AGREEMENT WITH THE CITY OF MONTEREY TO JUNE 30, 2020

WHEREAS, the City of Sand City requires part-time and periodic building inspection and plan check services for development and public safety within Sand City; and

WHEREAS, the City of Monterey has provided reliable high quality professional building inspection and plan check services on an as-needed basis to the City since 1994; and

WHEREAS, the service agreement adopted in 2011 by both the City of Sand City and the City of Monterey for plan check and inspection services (the "Service Agreement"), attached hereto and incorporated herein as "Resolution Exhibit A", will expire, following its last extension, on June 30, 2019; whereby continuation of those services thereafter requires a time extension of said Service Agreement; and

WHEREAS, Paragraph 3 of the Service Agreement allows for consecutive one (1) year, or less, time extensions of this Service Agreement by written mutual agreement of both parties; and

WHEREAS, the City has chosen to extend the Service Agreement to (and include) June 30, 2020, coinciding with the 2019-2020 fiscal year.

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

1. The City of Monterey is hereby selected to continue serving as Sand City's building inspection and plan check provider in accordance with the Service Agreement terms attached hereto and incorporated herein as "Resolution Exhibit A" and the amendment terms of said Service Agreement as outlined in "Resolution Exhibit B", with key points of that Service Agreement reiterated or amended as follows:
 - A. Plan check service will be provided on an as-needed basis and charged to the City of Sand City at seventy-five percent (75%) of the building permit plan check fees collected for the applicable project.
 - B. The hourly rate for administrative services and building inspections (building-related services exclusive of plan checks) will increase to one hundred and three (\$103) per hour (this includes vehicle costs). The minimum plan check fee shall increase to one-hundred and five (\$105) and plan revision fees shall increase to one-hundred and three (\$103) per hour. A Building Official hourly rate of one-hundred fifty-five (\$155) will be added. All fees/amounts payable to the City of Monterey.

- C. The City of Monterey will work with Sand City staff and permit applicants to coordinate and schedule inspection times as conveniently as possible.
 - D. The City of Monterey will work with Sand City staff to organize the City's building administration services within the City Community Development Department functions.
 - E. The City of Monterey will assist the City of Sand City in administering Housing grant related programs as may be applicable from time-to-time.
 - F. For projects with a valuation greater than one-million dollars (\$1,000,000), the building permit fee structure must be agreed upon in writing by both parties in advance of performance of any work by the City of Monterey to ensure full cost recovery for both parties.
2. The City Administrator for Sand City is hereby authorized to execute a time extension and amendments, as listed on "Resolution Exhibit B", of the Service Agreement for Building Inspection and Plan Check services with the City of Monterey to (and including) June 30, 2020.
 3. The City of Monterey services approved for/by the Service Agreement shall be under the general supervision of the City Administrator/Manager of Sand City.
 4. Furthermore, it is hereby recognized and acknowledged that the individuals listed as the 'City Managers' under Paragraph 14 of the Service Agreement are no longer employed with either the City of Monterey or Sand City, and that Fred Meurer is the current interim City Administrator/Manager for Sand City and Hans Uslar is the current acting City Manager for the City of Monterey.

PASSED AND ADOPTED by the City Council of Sand City this ___ day of May, 2019, by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

ATTEST:

 Mary Ann Carbone, Mayor

 Linda K. Scholink, City Clerk

RESOLUTION EXHIBIT A

AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

City of Monterey and City of Sand City

THIS AGREEMENT for Building Inspection and Plan Review Services is made and entered into this 18th day of August, 2011, by and between the City of Monterey (hereinafter "Monterey"), a municipal corporation, as the service provider, and the City of Sand City, a municipal corporation (hereinafter "Sand City").

WHEREAS, Sand City desires to utilize the City of Monterey for plan review services, inspections of buildings related to approved plans and all applicable building-related codes, and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

WHEREAS, Monterey is willing and qualified to provide such services to Sand City upon the terms and conditions set forth herein; and

WHEREAS, California Government Code section 54981 provides the City Councils of Monterey and Sand City with the authority to contract for performance of municipal services by the former within the territory of the later; and

WHEREAS, the City of Monterey authorized this agreement on June 7, 2011 by the passage of Resolution No. 11-073; and

WHEREAS, the City of Sand City authorized this agreement on June 7, 2011 by the passage of Resolution No. SC 11-57].

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Monterey and Sand City agree as follows:

1. **SERVICES TO BE PROVIDED.** The City of Sand City hereby engages Monterey to perform, and Monterey hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement.

1.01. **FINAL DECISION AUTHORITY.** Sand City's City Manager, or designee, shall have final decision authority over the results of the services performed on behalf of Sand City, and all work performed by Monterey shall be to the satisfaction of Sand City's City Manager or designee. In instances where a dispute arises over the City Manager or designee's determination, Sand City's City Manager or designee shall render a final decision.

1.02. **DUTIES OF MONTEREY AND SAND CITY.** See Exhibit A.

1.03. **EXTRA WORK.** Monterey shall not perform extra work without written authorization from Sand City's City Manager or designee. Any extra work so authorized shall be within the general scope of work set forth in this Agreement.

2. **PAYMENTS BY SAND CITY.** Sand City shall pay Monterey in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this agreement. Fees are generally based on percentage of fees collected by the City of Sand City.

3. **TERM OF AGREEMENT.**

3.01. **INITIAL TERM.** The term of this Agreement shall be from August 18, 2011 through August 17, 2012, unless sooner terminated pursuant to the terms set forth in section 8 herein.

3.02. **EXTENSIONS.** This Agreement may be extended by consecutive one (1) year periods, or for shorter extension periods as agreed to by the parties, by written mutual agreement of both parties' City Managers specifying the renewal and end dates. At the time of any extension, or at any other time during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between the City Managers of each party. Should either party decide not to extend the Agreement beyond the initial (1) year or subsequent (1) year terms, notice of such decision shall be provided to the other party no later than 12 months before the expiration date of the Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A **Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**

5.01. Monterey warrants that Monterey and Monterey's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed (if applicable) to perform the work and deliver the services required under this Agreement, and that they are not employees of Sand City.

5.02. Monterey, its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. Monterey shall furnish all personnel necessary to carry out the specific services set forth in **Exhibit A** herein, except as otherwise specified in this Agreement. Monterey shall not use Sand City's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5.04. Monterey shall perform all services set forth in **Exhibit A** in a timely manner consistent with the time Monterey would perform similar services within its own jurisdiction whenever possible; however, Monterey projects shall be given priority over Sand City projects if scheduling conflicts arise and Monterey shall not be liable for any delays in performing Sand City's work if such delays are caused by such scheduling conflicts.

6. EXCLUSIONS

- a. All discretionary reviews including, but not limited to: California Environmental Quality Act; National Environmental Protection Act; Clean Water Act; National Pollutant Discharge Elimination System Storm Water Post-Construction or local codes and regulations.
- b. Review of project submittals for compliance with conditions of approval.
- c. Inspection of projects to determine if conditions of approval have been met.

7. PAYMENT CONDITIONS.

7.01. Payment for Monterey's services under this Agreement shall be made by Sand City upon the monthly submission to Sand City by Monterey of an invoice for services rendered by Monterey in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. An additional two percent (2%) will be paid as a late payment carrying charge for each thirty days of delinquency thereafter. Any disputed invoices shall be brought to Monterey's attention within ten (10) days of receipt or invoices will be deemed acceptable.

7.02. Sand City and Monterey acknowledge that there may be partially completed projects at both the beginning and the end of term of this Agreement or any extensions thereof. There will therefore be cases when applicant fees have been paid to Sand City prior to the beginning of the term of this Agreement but the project is completed during the term of this Agreement, resulting in Monterey providing services on a project during the term of this Agreement but not receiving a percentage of the fees paid to Sand City for that project. There will also be cases when applicant fees are paid to Sand City during the term of this Agreement or any extensions thereof, but the project is not completed during the term of the Agreement or any extensions thereof, resulting in Monterey receiving a percentage of the fees for that project but not completing the services on that project. Sand City and Monterey agree that the payments to Monterey as provided in Exhibit A shall be deemed fair compensation for the work provided by Monterey during the term of this Agreement, regardless of the partially completed projects at the beginning and the end of the term of this Agreement or any extensions thereof.

7.03. Monterey shall receive payment for work performed pursuant to the payment provisions set forth in Exhibit A, regardless of whether Sand City elects to charge fees. For projects subject to waivers of fees, Sand City shall calculate the amount of fees otherwise due, and pay Monterey accordingly.

7.04. Monterey shall not receive reimbursement for travel expenses unless set forth in Exhibit A herein.

8. TERMINATION.

8.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least sixty (60) days prior to the effective date of termination. In the event of an adverse claim or litigation involving either party and related to the services of this Agreement, this Agreement may be terminated by either party

giving written notice at least thirty (30) days prior to the effective date of termination. Any termination notice shall set forth the effective date of termination.

8.02. Sand City may cancel and terminate this Agreement for good cause effective immediately upon written notice to Monterey. "Good cause" includes the failure of Monterey to perform the required services at the time and in the manner provided under this Agreement. If Sand City terminates this Agreement for good cause, Sand City may be relieved of the payment of any consideration to Monterey, and Sand City may proceed with the work in any manner which Sand City deems proper. The cost to Sand City shall be deducted from any sum due the Monterey under this Agreement.

8.03. Monterey may cancel and terminate this Agreement for good cause effective immediately upon written notice to Sand City. "Good cause" includes but is not limited to failure of Sand City to pay Monterey at the time and in the manner provided under this Agreement or other failure of Sand City to fulfill its responsibilities set forth in Exhibit A herein. Termination of this Agreement pursuant to this section shall not be construed to limit Monterey's right to obtain, by any means available at law, the amount Sand City still owes Monterey.

9. IMMUNITY.

As it is mandated by the California Building Code and Uniform Administrative Code, the Building Official is directed through employees or deputies to perform certain tasks as described in said Codes and, when acting in accordance with said Codes, is afforded certain protection from liability.

As Sand City's authorized representative, Monterey shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in Exhibit A, or otherwise herein, negate any legal protections or immunities available to the parties under state or federal law. Monterey's liability, including, without limitation, that referenced in Section 10 herein, shall be limited to an amount not to exceed the fee earned for each project.

10. INDEMNIFICATION.

10.01. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

10.02. Each party will protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other party as a result of or in connection with any actual or alleged breach of this Agreement by either party.

10.03. These indemnity provisions shall survive the termination or expiration of this Agreement. Further, each party will be liable to the other party for attorneys' fees, costs and

expenses, and all other costs and expenses whatsoever, which are incurred by the other party in enforcing these indemnity provisions.

11. INSURANCE.

11.01 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:

11.02 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.

- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
- c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.

11.03 All insurance required by this Agreement shall:

- a. be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other party
- b. provide that each party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance.
- c. subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect.

12. **NON-DISCRIMINATION.** During the performance of this Agreement, Monterey, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Monterey's employment practices or in the furnishing of services to recipients. Monterey shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Monterey and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit

discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, Monterey is at all times acting and performing as an independent contractor and not as an employee of Sand City. No offer or obligation of permanent employment with Sand City or particular Sand City department or agency is intended in any manner, and Monterey shall not become entitled by virtue of this Agreement to receive from Sand City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Sand City's and Monterey's contract administrators at the addresses listed below:

FOR SAND CITY: Steve Matarazzo City Manager City of Sand City	FOR MONTEREY: Fred Meurer City Manager City of Monterey
<hr/> Name and Title 1 Sylvan Park Sand City, CA 93955	<hr/> Name and Title 580 Pacific Street Monterey, CA 93940
<hr/> Address	<hr/> Address
<hr/> 831-394-3054	<hr/> 831-646-3760
<hr/> Phone	<hr/> Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. Monterey represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by Sand City and Monterey.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by Sand City and Monterey. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "Monterey" as used in this Agreement includes Monterey's officers, agents, and employees acting on Monterey's behalf in the performance of this Agreement.

15.05. Disputes. Monterey shall continue to perform under this Agreement during any dispute. Monterey and Sand City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The Monterey shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Sand City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Sand City. Notwithstanding any such subcontract, Monterey shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of Sand City and Monterey under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both Sand City and Monterey expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. Sand City and Monterey agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of Sand City or the Monterey represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between Sand City and the Monterey with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between Sand City and the Monterey as of the effective date of this Agreement, which is the date that Sand City signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

IN WITNESS WHEREOF, Sand City and Monterey have executed this Agreement as of the day and year written on the first page herein.

CITY OF MONTEREY

By: [Signature]
City Manager

Approved as to form:

[Signature]
Monterey City Attorney

CITY OF SAND CITY

By: [Signature]
City Manager

Approved as to form:

[Signature]
Monterey Risk Manager

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I City of Monterey to Provide the Following:

A. Plan Review Services:

- ◆ Plan review services under the direction of ICC certified plan reviewers.
- ◆ Provide plan review for conformance to regulations contained in Sand City's adopted codes.
- ◆ Provide applicant or designee with a list of plan check correction comments to achieve conformance with Sand City's adopted codes.
- ◆ Expedited plan review will be available with prior approval (additional fees will be charged to the applicant).
- ◆ Provide all necessary liaisons with applicant or designee with regard to plan check comments.
- ◆ Perform review of revisions to plans that have been previously approved for permit issuance.
- ◆ Plan check turnaround times as follows, unless different turnaround times are agreed to by both City Managers:
 - ◆ 20 working days – new commercial building
 - ◆ 15 working days – new SFD, major remodel
 - ◆ 10 working days – minor projects
 - ◆ 5 working days – revisions or plan changes
 - ◆ Rechecks are half the original plan check time

B. Inspection Services:

- ◆ Building inspection services with 24-hour lead time (inspection requests received before 2:00pm will be scheduled for the next business day. Requests received after 2:00 pm will be scheduled the following business day). All inspectors will be ICC certified.
- ◆ Provide inspection of buildings to ensure compliance with the approved plans and all applicable codes.
- ◆ Emergency response 24/7. All responders will be ICC certified inspectors. A list of inspectors within 20-minutes response time will be provided to dispatch for after hours response.
- ◆ After hours, weekends and holiday emergency inspections available with 72-hour minimum notice and prior approval (additional fees will be required).
- ◆ Respond and report as required to Building Code violations.
- ◆ Residential Property Inspection Reports.

C. Staff Functions to Include

- ◆ Plans Examiners
- ◆ Building Inspectors
- ◆ Administrative assistance on an as-needed basis

II City of Sand City to Provide the Following:

A. *Plan Review Services:*

- ◆ An amount equal to 75% of the plan review fees collected. All fees to be established by the City of Sand City. There will be a minimum plan review fee of \$84.00. Revision fees will be based on \$84.00 per hour. Expedited plan review will be 90% of the fees collected.

B. *Building Inspection Services:*

- ◆ Inspection fees are based on \$81.00 per hour.
- ◆ Any after hour inspection requests will be charged at \$122.00 per hour with a two-hour minimum (72-hour minimum lead time).

RESOLUTION EXHIBIT B



4th AMENDMENT TO AGREEMENT BETWEEN CITY OF SAND CITY AND CITY OF MONTEREY FOR BUILDING AND PLAN REVIEW SERVICES

The Agreement between City of Sand City and City of Monterey for Building and Plan Review Services entered into on August 6, 2013, by and amended June 25, 2018, by and between City of Sand City (hereinafter "Sand City") and CITY OF MONTEREY (hereinafter "City"), is hereby amended as follows:

1. The minimum plan review fee under Exhibit A, Part II, shall be increased from \$100.00 to **\$105.00**.
2. The Revision fee under Exhibit A, Part II, shall be increased from \$98.00 to **\$103.00** per hour.
3. The Inspection fee under Exhibit A, Part II, shall be increased from \$98.00 to **\$103.00** per hour.
4. Addition of Building Official rate of **\$155.00** per hour.
5. The Agreement, as amended on June 25, 2018, is hereby extended for an additional one (1) year to July 1, 2020, under Part 3 (3.02 Extensions) of this Agreement.
6. For projects that have a valuation greater than \$1,000,000, the Building permit fee structure must be agreed upon in writing in advance of performance of any work by City of Monterey to ensure full cost recovery for the parties.
7. All other terms and conditions of the Agreement shall remain unchanged.

This Amendment is entered into this ___ day of _____, 2019 in Monterey, California.

CITY OF MONTEREY

CITY OF SAND CITY

By: _____
Hans Uslar, City Manager

By: _____
Fred Meurer, Interim City Administrator

T00002-CA (v. 2.0 - 03/03/2015)

AGENDA ITEM

6E

STAFF REPORT

DATE: April 30, 2019
TO: Honorable Mayor and City Council Members
FROM: Fred Meurer, Interim City Manager
SUBJECT: City Attorney Contract

RECOMMENDATION

Increase the legal contingency fund by \$38,000 to provide additional hours of extraordinary work in the City Attorney's contract.

DISCUSSION

The City Attorney's employment contract provides a retainer for normal work of \$11,555.10 per month. This equates to 46 hours /month at her billing rate of \$250/hour. Since October of last year, the City Attorney has been averaging a total of 106 hours or \$26,500 per month. This time was necessary to be expended due to the rather large background backlog of work associated with the following items:

1. FORA transition plan
2. Condition 2 of the State Water Resources Board Permit
3. Creation of a City purchasing ordinance
4. Developing the Cal Am legal strategy for new wells
5. Responding to PRA requests created by SB 1421 and claims against the Police Department
6. Completing the analysis of the Independent affordable housing issues
7. Dealing with the out of the ordinary demands of the south of Tioga development such as condemnation proceedings, habitat issues and developing a formal development agreement

To date, even though the City Attorney has been investing a substantial number of hours beyond her retainer, she has only billed the City her normal retainer fee of \$11,555.10. It is anticipated that this work pace will continue through the end of the fiscal year. We are at a critical time in the development of the SOT Development Agreement, condemnations associated with implementing the SOT plan, and

developing a legal framework necessary to meet the City's obligations regarding the funding of required maintenance on habitat areas previously deeded to the City by DBO.

Financial implications: We need to transfer \$38,000 from the City ending balance to fund the legal hours expended in April and anticipated to be necessary between now and the end of the fiscal year. We will also seek reimbursement from DBO for projects the City Attorney has had to undertake to support the developer.

**CITY OF SAND CITY
RESOLUTION SC ___, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
AN INCREASE TO THE LEGAL CONTINGENCY FUND OF \$38,000 FOR
EXTRAORDINARY LEGAL SERVICES PERFORMED BY CITY ATTORNEY VIBEKE
NORGAARD THROUGH JUNE 30, 2019**

WHEREAS, the City Attorney is appointed by and reports to the City Council and serves as Chief Legal Counsel for the City of Sand City; and

WHEREAS, since September 1, 2018, Vibeke Norgaard has served as the City Attorney for the City of Sand City and has consistently provided quality work and valuable experience in legal issues, and demonstrated responsiveness to City Staff and Department Heads, and

WHEREAS, the current agreement for City Attorney services was approved by Resolution SC 18-81, 2019 attached hereto as Exhibit A which outlines the terms, scope of work and duties, retainer fee of \$11,555.10, as well as the ordinary and extraordinary legal services provided to the City at \$250 per hour; and

WHEREAS, the City Attorney has invested a substantial amount of hours for work associated with the FORA transition plan, State Water Resources Board Permit, creation of City Purchasing Ordinance, development of CalAm strategy for new wells, analysis of the Independent's affordable housing issue, public records requests created by SB1421, and extraordinary demands regarding the South of Tioga development; and

WHEREAS, the additional duties would require a budget Amendment to the Fiscal Year 2018-19 Budget to reflect an additional \$38,000 in legal contingency (item 5540-04) to cover the cost of invoices and work to be performed through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes an amendment to the Fiscal Year 2018-2019 Budget for an amount not to exceed \$38,000.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Exhibit A

CITY OF SAND CITY RESOLUTION SC 18-81, 2018

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH VIBEKE NORGAARD TO PROVIDE CITY ATTORNEY SERVICES

WHEREAS, City Attorney Jim Heisinger will retire effective August 31, 2018; and

WHEREAS, Assistant City Attorney Vibeke Norgaard has been groomed to be Jim's successor; and

WHEREAS, Ms. Norgaard served as the Assistant City Attorney under the direction of Jim Heisinger since 2017, and in that time, has proven to City staff to be extremely responsive and as the quality of work meets the City's needs; and

WHEREAS, the City Attorney is appointed by and reports to the City Council and is the chief legal counsel for the City of Sand City and, as such, is responsible for advising on all legal matters; and

WHEREAS, at their August 8, 2018 Budget and Personnel Committee meeting, the Committee reviewed and recommended to the Sand City Council to consider Vibeke Norgaard's proposal/agreement attached hereto as "Exhibit A" based on her experience to serve Sand City and/or provide legal advice on all disciplines as outlined in the agreement for City Attorney services; and

WHEREAS, the City of Sand City and Vibeke Norgaard have negotiated an agreement, taking advantage of experience and knowledge gained over these past two years, for their mutual benefit; and

WHEREAS, under the agreement, the City Attorney will provide ordinary legal services to the City for a retainer of \$10,500 per month, plus a health insurance allowance in an amount equal to the health insurance premium the City pays for optional members (i.e., City Council members, currently \$1,055.10); and

WHEREAS, under extraordinary legal services, set forth under C (2) of the agreement, shall be charged at a rate of \$250.00 per hour; and

WHEREAS, this action does not constitute a "project" as defined by California Environmental Quality act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes to the environment.

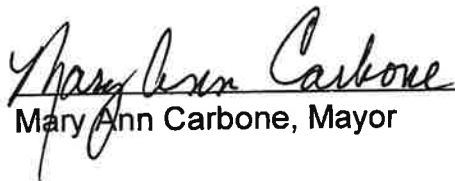
NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby authorizes the Mayor to execute the contract known as "Agreement For City Attorney

Services City of Sand City” from September 1, 2018 through June 30, 2019, as set forth in “Exhibit A” to this Resolution.

PASSED AND ADOPTED by the City Council of Sand City on this 21st, day of August 2018, by the following vote:


AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Linda K. Scholink, City Clerk

**AGREEMENT FOR CITY ATTORNEY SERVICES
CITY OF SAND CITY**

This AGREEMENT FOR CITY ATTORNEY SERVICES (the "AGREEMENT"), effective as of September 1, 2018, is by and between VIBEKE NORGAARD (hereinafter "CITY ATTORNEY") and the CITY OF SAND CITY, a municipal corporation (hereinafter "CITY").

A. APPOINTMENT

The City Council hereby appoints VIBEKE NORGAARD as the CITY ATTORNEY to render such legal services as are customarily rendered by such official and as further specified herein.

B. SCOPE OF WORK AND DUTIES

CITY ATTORNEY shall perform any and all work necessary for the provision of CITY ATTORNEY services to CITY, including, without limitation, the following:

1. Provide legal advice, written legal opinions, and consultation on all matters related to normal day-to-day business of CITY, to the City Council, City Administrator, boards, commissions, committees and officers of CITY and as requested by the City Council or City Administrator;
2. Be available for telephone consultation with CITY staff and members of the City Council;
3. Prepare or review ordinances, resolutions, and ordinary contracts;
4. Advise CITY on Public Records Act requests as needed;
5. Advise CITY on pending and potential litigation that comes to her attention or as requested by CITY;
6. Monitor pending and current legislation and case law as appropriate and inform CITY of items of interest; and
7. Supervise outside legal services as authorized, and keep the CITY informed of the progress and status of such outside legal services.
8. Attend all regular meetings of the City Council, unless excused by CITY, and other boards and bodies of CITY, as directed by CITY. CITY ATTORNEY is allowed to miss two (2) regular City Council meetings per calendar year. CITY ATTORNEY will find a replacement attorney for those meetings subject to CITY approval. CITY shall be responsible for compensation to the replacement attorney at an amount not to exceed \$250 per hour

C. COMPENSATION

CITY ATTORNEY will provide ordinary legal services to CITY for a retainer of \$10,500 per month, plus a health insurance allowance in an amount equal to the health insurance premium the CITY pays for its regular full-time employees (not including any premium paid for a dependent of a regular full-time employee) and health incentive allowance in the same amount the CITY pays to its regular full-time employees. Extraordinary legal services as set forth in paragraph 2 below shall be charged at the rate of \$250 an hour.

1. Ordinary Legal Services. Ordinary legal services shall include all normal day-to-day legal advice and legal opinions to the City Council, City Administrator, and departments in the regular course of CITY business concerning all matters such as administrative procedures, Council and Committee actions, ordinance and resolution interpretations; and shall include attendance at all regular City Council meetings. Ordinary legal services include preparing or reviewing ordinances, resolutions, ordinary contracts and agreements; engaging in day-to-day legal research and analysis necessary to properly advise and protect the interests of CITY.
2. Extraordinary Legal Services. Extraordinary legal services shall include (1) litigation matters and extraordinary projects, identified in consultation with the City Administrator to be outside the scope of routine CITY ATTORNEY services; (2) review and or preparation of CITY policies, and (3) extensive updates of the City's Municipal Code, other than routine work on new ordinances as set forth in scope of services.

D. COSTS AND OTHER CHARGES

CITY ATTORNEY shall be reimbursed for all out-of-pocket expenses and costs incurred on behalf of CITY, including but not limited to costs of outside investigators or experts pertaining to CITY litigation; court reporter fees and charges, court costs, notary costs, messenger and delivery fees; postage; copying; costs for electronic legal research that in rare instances fall outside CITY ATTORNEY's monthly subscription services; travel expenses for travel outside Monterey County; costs for registration and travel expenses for attending conferences, courses, or other activities of organizations that CITY ATTORNEY in consultation with City Administrator agree will benefit the CITY.

All clerical services, ordinary travel (such as from CITY ATTORNEY's office to court in Monterey County), and miscellaneous expenses (such as telephone, office rental and monthly electronic research subscription) are included within the rates set forth above, and shall be provided by CITY ATTORNEY at no additional charge.

E. STATEMENTS

For all legal services, CITY ATTORNEY shall render to CITY a statement for fees and expenses incurred on a monthly basis. Such statements shall indicate the basis for the fees, including hours worked, the hourly rate, and a brief description of the work performed during the month. Payments shall be made by the CITY within thirty (30) days of receipt of the statement.

F. INDEPENDENT CONTRACTOR

CITY ATTORNEY shall perform all legal services required under this AGREEMENT as an independent contractor. However, to the extent allowable by law, CITY ATTORNEY and all associates, employees or appointees of CITY ATTORNEY, are deemed employees of the CITY solely in the context of the Tort Claims Act, including but not limited to Cal. Gov. Code Sections 820-825.

G. NOTICES

Notices required pursuant to this AGREEMENT shall be given by personal service upon the party to be notified, or by delivery of same, into the custody of the United States Postal Services, and addressed as follows:

CITY:

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

CITY ATTORNEY:

Vibeke Norgaard
Law Office of Vibeke Norgaard
Su Vecino Court, Dolores & 6th Avenue
P.O.Box 183
Carmel, CA 93921

H. TERM AND TERMINATION

This AGREEMENT shall commence on September 1, 2018 and end on June 30, 2019. On or before June 30, 2019, parties shall meet and discuss the continuation of this AGREEMENT, as well as the terms and conditions under which the contract may be extended. This AGREEMENT shall continue on a month-to-month basis after June 30, 2019, at the then applicable rates, until modified by written agreement of the parties. Either party to this AGREEMENT may terminate this AGREEMENT with or without cause, upon sixty (60) calendar days written notice.

I. INDEMNIFICATION AND PROTECTION

CITY agrees to extend the indemnification and protections of California Government Code Section 825 et.seq. to CITY ATTORNEY, including associates, employees, or appointees of CITY ATTORNEY, and shall defend and hold harmless CITY ATTORNEY, and associates, employees or appointees of CITY ATTORNEY, including other attorneys working on behalf of CITY ATTORNEY in carrying out the terms and conditions of this AGREEMENT, from any action resulting from providing legal services pursuant to this AGREEMENT.

J. FILES

CITY ATTORNEY agrees that all legal files maintained by the CITY ATTORNEY pertaining to the services provided to CITY pursuant to this AGREEMENT are and will remain CITY'S property. However, CITY ATTORNEY will have the right to retain copies of such files upon completion of the services provided for by this AGREEMENT, or upon the earlier termination of such services in the manner provided for in this AGREEMENT. For purposes of this AGREEMENT the term "files" will include all electronic files and data as well as paper files that are maintained by CITY ATTORNEY in the performance of the services required by this AGREEMENT.

K. INTERPRETATION OF AGREEMENT AND FORUM

This AGREEMENT shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, the forum shall be the Superior Court, Monterey County.

L. AUTHORITY

The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties and that in so executing this AGREEMENT the parties hereto are formally bound to the provisions of this AGREEMENT.


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date of execution by the CITY.

Dated: August 23 2018


VIBEKE NORGAARD:


Vibeke Norgaard

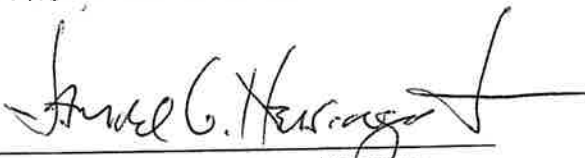
CITY OF SAND CITY:


Mary Ann Carbone, Mayor

ATTEST:


Linda Scholink, City Clerk

APPROVED AS TO FORM:


James G. Heisinger, City Attorney

AGENDA ITEM

6F

STAFF REPORT

DATE: May 1, 2019 (for City Council action on May 7, 2019) **Agenda Item: 6F**
TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: **Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) Funding for Local Roads and Streets for Fiscal Year 2019-2020**

RECOMMENDATION

Approve a Resolution Adopting the Contra Costa Street and Sidewalk Improvement Project Funded by SB1, the Road Repair and Accountability Act of 2017, for Fiscal Year 2019-2020

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act (RRAA) of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions to ensure that the residents of a given City/County are aware of the projects proposed for funding in their communities and which projects have been completed each fiscal year.

The RRAA provides that local streets and roads funding be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components that includes active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project. Local expenditures on allowable projects include direct and indirect administrative costs, including the salaries, wages, fringe benefits, and related costs of employees directly participating on street and road purpose projects.

In order to qualify and receive funding for a given Fiscal Year (FY), the City Council of Sand City must adopt by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 that includes a description and location of each proposed project, a schedule for the project's completion, and the estimated useful life of the improvements.

On September 19, 2017, the City Council adopted Resolution SC 17-81, 2017 amending the City's FY 2017-2018 budget to include SB 1 funds in the amount of \$2,153. It was anticipated that SB 1 funds would be "banked" for several years to accumulate funds and then utilize those funds towards a Capital Improvement Project (CIP). The project that was selected was the Contra Costa Street and Sidewalk Improvement Project.

On April 17, 2018, the City Council adopted Resolution SC 18-46, 2018 approving the Contra Costa Street and Sidewalk Improvement Project funded by SB1 for FY 2018-2019 for an approximate amount of \$6,377. Again, the intention was to bank these funds towards the

aforementioned improvement project.

For FY 2019-2020, the City anticipates receiving another \$6,500 (estimated) in RMRA funding from SB 1 that will again be banked and added to the funding account for the Contra Costa Street and Sidewalk Improvement Project.

The project is current within the footprint of the larger West End Stormwater Improvement Project, for which the City received a Proposition 1 Technical Assistance Grant. However, construction of the West End project is dependent on whether the City receives a Proposition 1 Implementation Grant. Since this is unknown at this time, the City will continue to bank SB 1 RMRA funds for the Contra Costa Street and Sidewalk Improvement Project.

REVIEW AND ANALYSIS

SB1 RMRA funding is available to the City of Sand City. The City has pursued this funding over the past two years and should continue to pursue this funding in order to support street improvement projects.

ENVIRONMENTAL (CEQA) CLEARANCE

The approval of a resolution to adopt a list of projects in order to receive SB 1 funds does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) and is therefore exempt under CEQA guidelines sections 15060(c)(2) and 15061(b)(3). Adoption of a potential project(s) and/or a list of project(s), non-inclusive of any plans or project construction, and for the purposes of receiving funding does not qualify as a "Project" per CEQA.

FISCAL IMPACT

Insofar as the City approves a resolution for each fiscal year adopting a list of projects to receive SB 1 RMRA funding, the City will continue to receive funding that it can bank towards a street improvement project.

However, in order to receive SB 1 funding, the City is required to perform periodic reporting prior to May 1 of each year. Therefore, it should be anticipated that city staff and contract City Engineer time and effort will be required in order to prepare and provide the required reporting information.

ATTACHMENTS:

1. Resolution
2. Exhibit – Contra Costa Street Improvements
3. Engineer's Estimate of Probable Construction Cost

CITY OF SAND CITY

RESOLUTION SC ____, 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
THE CONTRA COSTA STREET AND SIDEWALK IMPROVEMENT PROJECT
FUNDED BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, FOR
FISCAL YEAR 2019-2020**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, the Road Repair and Accountability Act provides that local streets and roads funding be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components that includes active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project; and

WHEREAS, SB 1 includes accountability and transparency provisions to ensure that the residents of the City of Sand City are aware of community projects proposed for funding, which projects are in progress, and have been completed each fiscal year; and

WHEREAS, local expenditures on allowable projects include direct and indirect administrative costs, including the salaries, wages, fringe benefits, and related costs of employees directly participating on street and road purpose projects; and

WHEREAS, the City Council must adopt by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 that includes a description and location of each proposed project, a schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, on September 19, 2017, the City Council adopted Resolution SC 17-81, 2017 amending the City's FY 2017-2018 budget to include SB 1 funds in the amount of \$2,153 that was banked towards the Contra Costa Street and Sidewalk Improvement Capital Improvement Project (CIP); and

WHEREAS, at the April 17, 2018 council meeting, the Sand City Council adopted Resolution SC 18-46, 2018 approving the Contra Costa Street and Sidewalk Improvement Project funded by SB1 for fiscal year 2018-2019 for an approximate amount of \$6,377 and this will be banked towards said improvement project; and

WHEREAS, for Fiscal Year 2019-2020, the City will receive an estimated \$6,500 in RMRA funding from SB 1 that will be added to the CIP fund account towards the Contra

Costa Street Capital Improvement Project (CIP) estimated to commence construction in 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sand City that the City of Sand City's allocation of Road Maintenance and Rehabilitation Account revenues (SB 1) for fiscal year 2019-2020 shall be used to fund the following local street maintenance repair project:

- A. Project: Contra Costa Street and Sidewalk Improvement Project between Elder Avenue and Shasta Avenue
- B. Description: curb, gutter, and sidewalk Improvements; and adjacent street rehabilitation with new crosswalks (SB 1 funds to be banked and combined with other funding sources)
- C. Estimated Cost: \$279,086
- D. Useful Life (est.): 20 Years
- E. Construction Term: April 2022 through September 2022
- F. Allocation Period: Fiscal Year 2019-2020 (banked for 2022)

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

AYES:

NOES:

ABSENT:

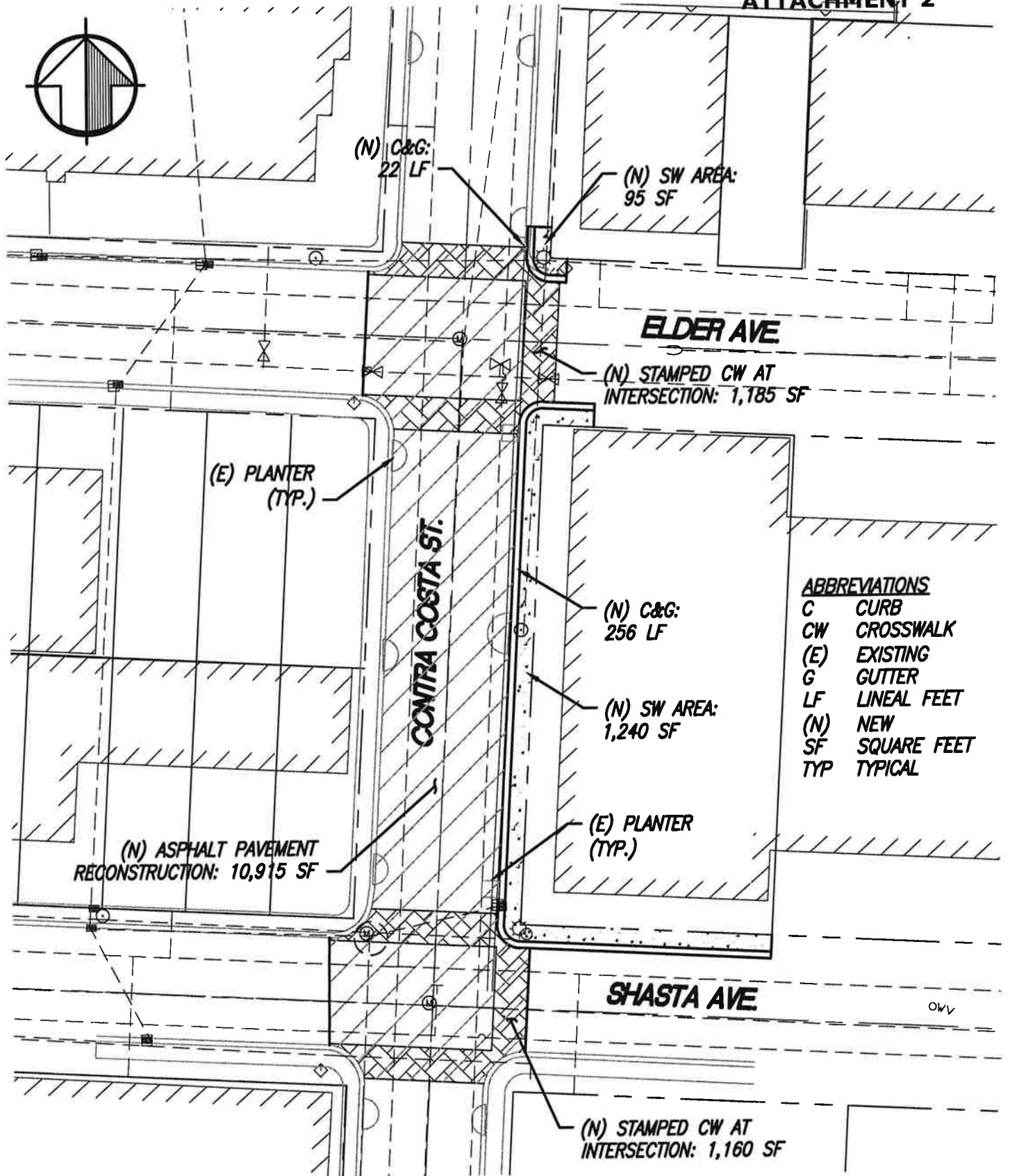
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk



ABBREVIATIONS

C	CURB
CW	CROSSWALK
(E)	EXISTING
G	GUTTER
LF	LINEAL FEET
(N)	NEW
SF	SQUARE FEET
TYP	TYPICAL



Creegan + D'Angelo
 INFRASTRUCTURE
 ENGINEERS

225 Cannery Row, Suite H
 Monterey, CA 93940
 Tel (831) 373-1333
 Fax (831) 373-0733

www.cdengineers.com

EXHIBIT
CONCEPTUAL CIP PROJECT
CONTRA COSTA ST. IMPROVEMENTS

DATE: 08/29/17
 C+D JOB# 717001.00

SCALE: 1"=40'
 SHEET 1 OF 78

ATTACHMENT 3



Creegan+D'Angelo
INFRASTRUCTURE
ENGINEERS

JOB NO: 717001.00
DATE: August 29, 2017

CAPITAL IMPROVEMENT PROGRAM - CONCEPTUAL PROJECTS CITY OF SAND CITY, MONTEREY COUNTY, CALIFORNIA

OPTION 1: CONTRA COSTA STREET BETWEEN ELDER AVENE AND SHASTA AVENUE

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PROJECT MOBILIZATION / DEMOBILIZATION	1	LS	\$25,000.00	\$25,000
2	GRIND EX AC, MIX & RESHAPE COMPACT & OFFHAUL EXCESS MATERIAL	10915	SF	\$2.00	\$21,830
3	4.5" ASPHALT CONCRETE	297	TONS	\$160.00	\$47,520
4	CONCRETE CURB AND GUTTER	278	LF	\$68.00	\$18,904
5	CONCRETE -SIDEWALK	1335	SF	\$13.00	\$17,355
6	CONCRETE CURB RAMP (ADA)	6	EA	\$3,100.00	\$18,600
7	SAWCUT & REMOVE EX CONCRETE	140	SF	\$13.00	\$1,820
8	SAWCUT & REMOVE EX ASPHALT CONCRETE	1760	SF	\$7.00	\$12,320
9	ADJUST (E) MANHOLE TO FG	2	EA	\$1,000.00	\$2,000
10	ADJUST (E) VALVE TO FG	4	EA	\$500.00	\$2,000
11	ADJUST (E) WATER VALVE TO FG	3	EA	\$500.00	\$1,500
12	THERMOPLASTIC PAVEMENT MARKINGS	88	SF	\$9.00	\$792
13	STAMPED ASPHALT PAVEMENT - CROSSWALKS	2345	SF	\$11.00	\$25,795
14	PLANTERS/TREE WELLS	2	EA	\$900.00	\$1,800
15	EROSION CONTROL MEASURES	1	LS	\$5,000.00	\$5,000
SUBTOTAL CONSTRUCTION COST (CC)					\$202,236
CONTINGENCY (10% OF CC)				10%	\$20,224
PROJECT SCALE FACTOR (10% OF CC)				10%	\$20,224
TOTAL CONSTRUCTION COST (TCC)					\$242,683
ENGINEERING DESIGN (7% OF TCC)				7%	\$16,988
CONSTRUCTION ADMINISTRATION (5% OF TCC)				5%	\$12,134
MATERIALS INSPECTION AND TESTING (7% OF TCC)				3%	\$7,280
GRAND TOTAL					\$279,086

AGENDA ITEM

9A

STAFF REPORT

DATE: May 1, 2019 (for City Council action on May 7, 2019) **Agenda Item: 9A**
TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: **Approval to amend Municipal Code Section 12.04.010 adopting new, updated 2019 City Standards for the City of Sand City.**

RECOMMENDATION

Introduce and hold a first reading of the ordinance amending Municipal Code Section 12.04.010 adopting new, updated 2019 City Standards for the City of Sand City.

BACKGROUND

City standards provide information on how to design and perform work within the public right-of-way and are guidelines used by design professionals, contractors and builders on how to design, construct, repair, replace, restore, and install an improvement, structure, facility or a portion thereof. City standards are necessary in order to clearly define a set of minimum design, material, and construction standards for new development.

City standards are strictly adhered to when performing work within the public right-of-way and help to ensure and maintain a public environment that is safe and conforms to the overall appearance of the city. Depending on the city, standards are routinely enforced by the City Engineer, Public Works Director, City Inspectors, and/or Code Enforcement, and plans for new construction and/or repair, replacement, and restoration of existing improvements, whether public or private infrastructure, are reviewed by the city's Engineering and Public Works Department for consistency with these standards.

Historically, the City of Sand City (the city) has utilized engineering standards adopted in 1971 by the neighboring City of Seaside (Resolution No. 71-50). Sand City Municipal Code (SCMC) Title 12 Public Property, Public Works, and Public Utilities, Chapter 12.04 Engineering Standards, contains the following section:

Section 12.04.010 Adopted by reference.

The city adopts as the city's engineering standards those certain engineering standards numbered ST-0 through ST-26, SS-01 through SS-06, and SD-01 through SD-03, which were adopted by the city of Seaside, California as its engineering standards by resolution number 71-50 on July 15, 1971. (Ord. 99-02, §1, 1999; Ord. 82-8, 1982)

The City of Seaside adopted revised engineering standards in 1974 (Resolution No. 72-74) and adopted amendments to certain engineering standards in 1979 (Resolution No. 79-9). Based on previous and recent discussions with City of Seaside staff, new engineering standards were developed in 2012, 2014-2016, and revisions continue through the present. However, these new and/or updated standards have not been formally adopted by the City of Seaside by resolution.

Due to the ever evolving nature of the engineering, public works, and construction fields, there is a need, from time to time, to adopt new and updated standards, design criteria, and/or construction specifications in order to ensure that current industry standards are met. As a result, the City Engineer has created new, updated 2019 City Standards consisting of the following sections:

Part I: Design Standards

Part II: Construction Standards

Part III: Standard Drawings

The intent of these standards is to establish minimum design criteria, construction, and material standards to be used for the construction of public improvements within the city. As noted above, the city's existing SCMC Section 12.04.010 adopts standards that are no longer or rarely used in the City of Seaside. Therefore, in order to adopt new, updated standards specific to Sand City, the City Council should consider amending Section 12.04.010 as follows:

12.04.010 Adoption of Engineering Standards

A. The following standards, details, specifications and/or policies regarding public works improvements are in effect in the City of Sand City: City of Sand City, City Standards, 2019 Edition, Part I: Design Standards, Part II: Construction Standards, Part 3: Standard Drawings. as may be amended from time to time pursuant to subsection B herein. A copy of these standards shall be available for review by members of the public in the office of the City Clerk and also on the city's website.

B. The City Engineer shall recommend for City Council approval, any new, amended, or revised city standards regarding public works improvements and amendments thereto, which may be approved by resolution of the City Council. The design and construction of all public works improvements within the city shall comply with these standards.

REVIEW AND ANALYSIS

Adoption of new and updated city standards will support the construction of public works improvements that are more consistent with current engineering design criteria, construction and material standards, and construction means and methods. Adoption of such standards does not, in itself, impose changes in the environment as it does not initiate construction nor does it grant land entitlement.

ENVIRONMENTAL (CEQA) CLEARANCE

The adoption of new and updated standards does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) and is therefore exempt under CEQA guidelines sections 15060(c)(2) and 15061(b)(3).

FISCAL IMPACT

Based on the need to establish city standards for both current and future development within the city, the City Engineer was directed to prepare updated city standards. The cost to prepare these standards has been approximately \$35,000.

Fiscal impacts related to the construction of public works improvements within the City may include additional cost associated with the design, construction, and/or materials used in order to comply with the new and updated city standards and/or meet current industry standards.

ATTACHMENTS:

1. Draft Ordinance for First Reading
2. 2019 City Standards

(Note: due to file size, a PDF copy of the standards will be sent to city council members separately via e-mail)

CITY OF SAND CITY

ORDINANCE NO _____, 2019

AN ORDINANCE OF THE CITY OF SAND CITY AMENDING SAND CITY MUNICIPAL CODE CHAPTER 12.04.010 TO ADOPT NEW CITY STANDARDS

WHEREAS, The City Council finds the 1971, 1974, and 1979 standards adopted by the City of Seaside governing public works improvements currently in effect in the City of Sand City are in need of updating; and

WHEREAS, the City Engineer has prepared new, updated 2019 City Standards consisting of Part 1: Design Standards, Part 2: Construction Standards and Part 3: Standard Drawings; and

WHEREAS, the City Council desires to provide the City Engineer with the flexibility to create new, amend, or revise the City Standards from time to time by a resolution approved by the City Council; and

WHEREAS, the City Council desires that all future public works improvements and construction shall comply with the new, updated 2019 City Standards; and

WHEREAS, adoption of new and updated engineering standards is not a 'project' and is therefore exempt under CEQA (California Environmental Quality Act) Guidelines sections 15060(c)(2) and 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City does ordain as follows:

1. That Section 12.04.010 of the Sand City Municipal Code be amended in its entirety to read as follows:

12.04.010 Adoption of Engineering Standards

A. The following standards, details, specifications and/or policies regarding public works improvements are in effect in the City of Sand City: City of Sand City, City Standards, 2019 Edition, Part I: Design Standards, Part II: Construction Standards, Part 3: Standard Drawings. as may be amended from time to time pursuant to subsection B herein. A copy of these standards shall be available for review by members of the public in the office of the City Clerk and also on the city's website.

B. The City Engineer shall recommend for City Council approval, any new, amended, or revised city standards regarding public works improvements and amendments thereto, which may be approved by resolution of the City Council. The design and construction of all public works improvements within the city shall comply with these standards

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

ATTACHMENT 2

**DUE TO THE VOLUME OF THE
2019 CITY STANDARDS
A PRINTED COPY CAN BE
DISTRIBUTED UPON
YOUR REQUEST**

AGENDA ITEM

9B

MEMO TO COUNCIL

DATE: April 27, 2019
TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Attorney,
SUBJECT: Purchasing Ordinance

RECOMMENDATION

Introduce and hold a first reading of the Ordinance Amending Title 12 of the Sand City Municipal Code, relating to exemptions to the public contracts code and adopting purchasing procedures.

BACKGROUND

The City currently does not have a purchasing ordinance that establishes procedures for public bidding, contracting for public works projects, and for the purchase of materials, supplies, services and equipment. In order for the City to take advantage of a variety of federal grants it is required to have such an ordinance. The City Attorney, with input from the City Manager, and Department Heads, has therefore prepared the attached ordinance, which was presented to, and approved by, Sand City's Budget and Personnel Committee on March 22, 2019.

THE PROPOSED PURCHASING ORDINANCE

The proposed purchasing ordinance sets forth procedures for contracting, and also establishes who has financial control over purchases, what authority limits that person has, and sets forth an array of additional controls to ensure fair contract procedures, prohibit conflicts and ensure the quality of purchases made by the City. The ordinance includes the following main provisions, some of which are changes to existing procedures:

- Authorization limits changed. Under current procedures, the City Manager has the authority to award contracts up to \$5,000. This ordinance would change that amount to \$20,000. (12.18.040).
- Delegation power. The ordinance gives the City Manager the power to delegate purchasing authority to the City's department heads. (12.18.120).

- Threshold for formal bidding. The ordinance raises the amount at which formal bidding is not required. Currently, under the Sand City Municipal Code (SCMC), contracts for public projects must be let to lowest bidder, if the value of the contract is over \$20,000. (SCMC 12.22.010). The new ordinance would dispense with formal bidding in most circumstances when the value of the contract is less than \$40,000. (12.18.050 & 060). The ordinance thus amends section 12.22.010 of the SCMC, defines public works projects and requires that most contracts for public works valued at \$40,000 or more shall be by formal written bid, while setting forth certain exceptions (12.18.070, 12.18.080 and 12.18.090). It also allows for an increase of that amount by \$5,000 every 5 years.
- Open market contracts. The new ordinance establishes an “Open Market” procedure for purchases of \$4,000 to \$40,000 : Open market contracts are based on at least three (3) informal bids or quotes and are awarded to the lowest responsible bidder. (12.18.060(E)).
- Smaller purchases. The new ordinance provides that purchases of less than \$4,000 may be made without informal bids or quotes. (12.18.060(F)).
- Prevailing wages. The new ordinance requires payment of prevailing wages in accordance with state law requirements. (12.18.060(G)).
- Job order contracts. The new ordinance allows for “Job Order” Contracts. These are up to 2 year contracts for repair, remodeling, paving, sidewalk repair, or other work to be done according to unit prices.
- Special exemptions. The new ordinance allows for procedures for certain contracts to be made in lieu of the other procedures specified in the ordinance: (1) Design-build procurement (12.18.070); (2) Renewable energy and energy efficiency projects (12.18.080); (3) Public-private partnerships. (12.18.090).
- Bid Procedures. The new ordinance establishes a formal bid procedure and procedure for protesting bids. (12.18.100,120).
- Cooperative Purchase contracts. Allows for “Cooperative Purchases Contracts” (a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity). (12.18.120(D)).
- Best Value Purchasing. Allows for “Best-value Purchasing” (an alternative to the competitive process when design, performance, aesthetics and similar factors preclude award of a contract solely on the basis of lowest responsive and responsible bid). (12.18.140).
- Purchase Splitting. The new ordinance prohibits the splitting of purchases. (12.18.160).
- Surplus equipment. Sets forth procedures for what happens to surplus supplies and equipment. (12.18.180).

- Conflicts. Establishes conflicts of interest rules, rules prohibiting interfering with bidders, and rules prohibiting City employees accepting certain gifts. (12.18.200, 220).

FISCAL IMPACT

None

**CITY OF SAND CITY
ORDINANCE NO ____, 2019**

**AN ORDINANCE OF THE CITY OF SAND CITY AMENDING SAND CITY
MUNICIPAL CODE TITLE 12 RELATING TO EXEMPTIONS FROM PUBLIC
CONTRACTS CODE AND PURCHASING PROCEDURES**

WHEREAS, the City of Sand City currently does not have a comprehensive purchasing ordinance that establishes procedures for public bidding, contracting for public works projects, and for the purchase of materials, supplies, services and equipment; and

WHEREAS, in order for the City to take advantage of a variety of federal grants it is required to have such an ordinance; and

WHEREAS, the proposed purchasing ordinance sets forth procedures for contracting, and also establishes who has financial control over purchases, what authority limits that person has, and sets forth an array of additional controls to ensure fair contract procedures, prohibit conflicts and ensure the quality of purchases made by the City; and

WHEREAS, the attached ordinance, was presented to, and approved by, Sand City's Budget and Personnel Committee on March 22, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAND CITY DOES ORDAIN AS FOLLOWS:

1. That the Sand City Municipal Code Title 12 be amended to add a new Chapter 18 relating to purchasing procedures and attached hereto as Exhibit A.
2. That the Sand City Municipal Code section 12.22.010 be amended to read in its entirety as follows, (amended text shown here in bold italics):

"12.22.010 Contracts Exempted From Bidding Requirements.

Notwithstanding the provisions of California Public Contracts Code Section 20162 or any other similar provision of the California Public Contracts Code, the threshold amount for contracts for public projects which must be let to the lowest responsible bidder after notice shall be ***forty thousand dollars (\$40,000.00)***. The City Council may authorize expenditure of up to ***forty thousand dollars (\$40,000.00)*** for any contract for a public project without requiring formal bids for the public project as provided in the California Public Contracts Code."

3. This ordinance shall take effect thirty (30) days after its final passage.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Chapter 12.18

PURCHASING PROCEDURES

12.18.010 Purchasing system adopted; purpose of Chapter.

The purchasing system set forth in this Chapter is adopted in order to establish efficient procedures for public bidding, contracting for public works projects and for the purchase of materials, supplies, services and equipment at the lowest possible cost commensurate with the quality needed; to exercise positive financial control over purchases; to clearly define authority for the purchasing function; and to assure the quality of purchases.

12.18.020 Designated Purchasing Agent.

For the purposes of this chapter, the term "Purchasing Agent" shall mean the City Manager, and/or his or her designated representative(s). City Manager has the power to delegate purchasing authority to City's department heads, provided that such delegation is provided in writing. The City Manager may, at his/her discretion, establish purchasing power limitations upon any of his/her designated representatives. In the event one (1) or more representatives are designated as City purchasing agents, those individuals shall be included in the City's Conflict of Interest Code as persons who must file an annual statement of economic interest with the City Clerk.

Sec. 12.18.030 Purchasing Agent Powers and Duties.

The Purchasing Agent shall have the following powers and duties:

- A. To negotiate, purchase or contract for materials, supplies, services and equipment, as limited in this Chapter, required by any department;
- B. To act to procure the needed quantity and quality of materials, supplies, services and equipment at the least expense to the City;
- C. To obtain as full and open competition as possible on all purchases;
- D. To keep informed of current developments in the field of purchasing, prices, market conditions and new products;
- E. To prescribe and maintain such forms and other documents as are reasonably necessary to the purchasing operation;
- F. To supervise the inspection of all materials, supplies, services and equipment purchased to ensure quality and conformance with the specifications set forth in the purchase order or other contract.

12.18.040 Contracts/Authorization limits.

The award of any contracts for a value at or above twenty thousand dollars (\$20,000) is subject to City Council approval and/or ratification. Any additional authorization limits shall be as set by City Council resolution.

12.18.050 Bidding; When not required

The purchase of all equipment, supplies, materials, and general services, shall be made as set forth in sections 12.18.060 and 12.18.120 or by the alternate procurement methods set forth in this Chapter. However, formal bidding shall be dispensed with in the following situations:

A. When the purchase of equipment, supplies, materials or services is of a value less than forty thousand dollars (\$40,000). The forty thousand dollar (\$40,000) limit shall be automatically increased by five thousand dollars (\$5,000) on July 1, 2024 and by the same amount every fifth year thereafter.

B. When an emergency threatens the life, safety, health or property of the community, the Mayor or City Manager may order the suspension of normal bidding and/or purchasing requirements for projects related to the abatement of the impacts or effects of such an emergency. The City Council shall, if possible, ratify such emergency suspension of procedures at the next properly noticed City Council meeting held following the emergency procurement and consider whether further suspension of procedures is required to abate the impacts of the emergency.

C. When the contract and/or purchase contemplated is capable of being performed as follows:

1. By a sole provider, such as a public utility or the holder of an exclusive patent or franchise, for purchase of unique or innovative goods or services, including but not limited to computer software and technology, or for purchase of goods or services when there is a demonstrated need for compatibility with an existing item or service;

2. By another governmental agency; or

3. Through purchasing contracts negotiated by another governmental agency or cooperative purchasing agency approved by the Purchasing Agent utilizing acceptable bidding procedures;

D. When purchasing used equipment.

E. When leasing or renting equipment.

F. When entering into contracts for a professional service, such as that available from an accountant, architect, attorney, land surveyor, engineer or other specialized consultant, provided however that the selection of professional services is based on the contractor's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

G. The purchases permitted under this Section shall be subject to fair, just, and equitable contract conditions.

12.18.060 Public works projects.

A. As used in this Chapter, with the exception of subsection (G) (prevailing wages) below, a “public works project” shall mean: (a) A project for the erection, improvement, painting, or repair of public buildings and works; (b) Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; (c) Street or sewer work except maintenance or repair; and/or (d) Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

B. **Public Bidding -- Formal Bid and Contract Procedure.** Contracts for public works projects valued at forty thousand dollars (\$40,000) or more shall be by formal written bid and contract, in accordance with the provisions set forth in Section 12.18.120 (purchasing process) with contracts awarded to the lowest responsive and responsible bidder, except for public works contracts awarded pursuant to the provisions of Sections 12.18.070, 12.18.080 and 12.18.090. The forty thousand dollar (\$40,000) limit shall be automatically increased by five thousand dollars (\$5,000) on July 1, 2024 and by the same amount every fifth year thereafter.

C. **Bids Exceeding Available Funds.** In the event all bids for a public works project exceed available funds as certified by the Purchasing Agent, and the lowest responsive and responsible bid does not exceed such funds by more than ten percent (10%), the Purchasing Agent or his/her designee is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate with the lowest responsive and responsible bidder for an adjustment of the bid price, including changes in the bid scope and bid requirements, in order to bring the bid within the amount of available funds. When the lowest responsive and responsible bid exceeds available funds by more than ten percent (10%), and an essential operation or City service affecting the public’s health, welfare or safety would be greatly hampered if the City were required to formally re-solicit bids, the procurement may proceed under the emergency procurement provisions of Section 12.18.050(B).

D. **Local Hire Standards.** All City contracts for public works projects subject to the above-stated formal bidding requirements shall contain provisions for a good-faith effort to hire qualified individuals who are local residents in accordance with the provisions set forth in Chapter 12.20 of this Code, unless such provision would be exempted under section 12.20.050

E. **Purchases of \$4,000 to \$40,000** Contracts for public works projects estimated in value to be four thousand dollars (\$4,000) or more but less than forty thousand dollars (\$40,000) may be made by the City in the open market. Open market contracts shall, unless infeasible, be based on at least three (3) informal bids or quotes and shall be awarded to the lowest responsible bidder. The four thousand dollar (\$4,000) and forty thousand dollar (\$40,000) limits shall be automatically increased by five hundred dollars (\$500) and five thousand dollars (\$5,000), respectively, on July 1, 2024 and by the same amount every fifth year thereafter.

F. **Purchases Less Than \$4,000.** Contracts for public works projects estimated in value to be less than four thousand dollars (\$4,000) may be made without informal bids or quotes, subject, however, to fair, just and equitable terms and conditions of purchase, and recognizing the need

for fair competition in the conduct of such purchases. The four thousand dollar (\$4,000) limit shall be automatically increased by five hundred dollars (\$500) on July 1, 2024 and by the same amount every fifth year thereafter.

G. **Prevailing Wages.** Contracts for City-funded public works construction projects valued in excess of twenty-five thousand dollars (\$25,000), and contracts for City-funded alteration, demolition, repair or maintenance projects valued in excess of fifteen thousand dollars (\$15,000), shall require payment of prevailing wages, in accordance with the requirements of the California Labor Code.

H. **Job Order Contracts.** Notwithstanding subsection (B) of this section, the City Council may award individual annual contracts, referred to as “job order contracts,” none of which may exceed five hundred thousand dollars (\$500,000) for repair, remodeling, paving, sidewalk repair, or other work to be done according to unit prices. No annual contracts may be awarded for any new construction; however, job order contracts may be utilized for new projects less than \$100,000. The contracts shall be awarded to the lowest responsive, responsible bidder and shall be based on plans and specifications for typical work. No job order contract shall exceed two (2) years (including any extensions), except as necessary to complete outstanding work orders that were awarded within the two (2) year period. For purposes of this section, the term “unit price” shall mean the amount paid for a single unit of an item of work, the term “typical work” shall mean a work description applicable universally or applicable to a large number of individual projects, as distinguished from work specifically described with respect to an individual project, and the term “repair, remodeling, paving, sidewalk repair, or other repetitive work to be done according to unit prices” shall not include design or contract drawings.

I. **Multiple Job Order Contracts Procedure.** Contracts for repair, maintenance, alterations, or other repetitive work necessitating award of more than one (1) job order contract, as authorized by subsection (H) of this section, may be awarded to multiple contractors/vendors following the procedures set forth herein. Job order contracts shall not be used for new construction projects, defined as construction or erection of new structures or public works projects on unimproved land.

1. **Selection Process.** Bidding, selection and award of multiple public works job order contracts shall be performed in accordance with the bidding procedures set forth in this chapter.

2. **Award of Multiple Contracts.** The City may award job order contracts to a pool of the lowest responsive, responsible bidders for the work set forth in the City’s call for bids and/or written plans and specifications based on unit prices. Up to four (4) multiple job order contracts for public repair, maintenance or alterations work may be awarded by the City Council. Award of multiple job order contracts shall be made to those bidders that submitted responsive and responsible bids, in sequential order based on their bid amount, with the first job order contract awarded to the lowest responsive, responsible bidder (hereinafter, the “first low bidder”), the second job order contract awarded to the second lowest responsive, responsible bidder (hereinafter, the “second low bidder”), and so on, up to a maximum of four (4) total multiple job order contracts.

3. **Contract Types.** The City’s call for bids and/or written plans and specifications for multiple job order contracts may be based on a particular category of work (such as sidewalk repair, curb ramps, etc.) or a specified trade or combination of trades.

4. Job Order Contracting Project Assignment. Following Council award of the multiple job order contracts, the City shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project or the City determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by City, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by City, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the City determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional on-call contractors, this process would continue as needed until the project is assigned.

5. Removal of Contractor from Approved Pool. The City may terminate a job order contract, at its discretion, should the contractor fail to adhere to the provisions set forth in the original call for bids. Removal of a contractor from the pool will not affect the term of the job order contracts for the remaining pool members.

J. The provisions of the Public Contract Code shall not apply unless otherwise adopted by the City.

12.18.070 Public works projects -- Design-build procurement.

Except as otherwise set forth in this Section, the provisions of Public Contract Code Section 22160 et seq., authorizing cities to utilize design-build procurement on designated public works projects exceeding one million dollars (\$1,000,000), are hereby adopted and incorporated by reference as if fully set forth herein. Utilization of design-build procurement must be approved by the City Council prior to commencement of the competitive solicitation process for any such authorized public works project. Prevailing wages shall be paid pursuant to Section 12.18.060(G).

12.18.080 Public works projects -- Renewable energy and energy efficiency projects.

The provisions of Government Code Section 4217.10 et seq., authorizing renewable energy and energy efficiency public works projects to be sole-sourced or procured through either formal or informal request for proposals following a public hearing process, including adoption of specific findings concerning the projected energy cost savings, are hereby adopted and incorporated by reference as if fully set forth herein. Prevailing wages shall be paid pursuant to section 12.18.060 (G).

12.18.090 Public works projects -- Public-private partnerships.

The City Council may authorize the City to enter into agreements with private entities for use of private sector investment capital for the studying, planning, design, developing, financing, construction, maintenance, rebuilding, improvement, repair, or operation, or any combination thereof, for infrastructure projects pursuant to Chapter 14 of the California Government Code,

beginning with Section 5956 (the "Infrastructure Financing Act") in lieu of the other procedures specified herein.

12.18.100 Bid protests.

Bid protests shall be accompanied by bid protest filing fee of ninety-five dollars (\$95.00). Such protest fee is nonrefundable except in the instance where protestor prevails in the protest, City engaged in a processing error, or the call for bid documents is ambiguous. The following procedures shall apply to bidder protest(s):

(a) Grounds for Protest. Authority to protest shall be limited to bidding vendors. A written protest may be filed based on the following grounds:

1. Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.
2. Such other grounds as would create a cause of action at law or in equity.

(b) Bidder protests must be submitted, in writing, prior to award of contract and within five (5) business days after the date aggrieved bidder knew or should have known of the facts giving rise to the bid protest award. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, addressed to the City of Sand City, so long as accompanied by the bid protest filing fee as specified herein. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Manager by telephone, fax, or email.

The written formal protest must contain the following:

1. Identification of the specific City Purchasing Code or other statutory or regulatory provision(s) that the buyer or department is alleged to have violated;
2. Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
3. A precise statement of the relevant facts that includes dates, timelines and involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) may not be reviewed;
4. An identification of the issue(s) that need to be resolved that support the protest;
5. A statement of the form of relief requested.

(c) If a timely protest is filed, City Manager shall notify the involved department(s) and any further action related to the bidding process shall be suspended until a determination is made on the merits of the protest.

(d) The City Attorney shall conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. If the protest cannot be mutually resolved, the City Manager will make a decision as to the protest and so inform the involved department(s). The department(s) or City Manager will then notify the protest bidder(s), in writing.

(e) The notice to the protester shall state the basis of bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered, in writing, to the protesting bidder(s).

(f) Bidders may appeal, in writing, to the City Council within five (5) business days of receipt of the written notification. The City Council shall consider the appeal at the next properly noticed City Council meeting. The City Council's decision on the appeal shall be final.

12.18.120 Purchasing process.

A. Formal Bid Procedure.

Purchases of materials, supplies, services and equipment valued at forty thousand dollars (\$40,000) or more shall be by written bid and contract pursuant to the procedure prescribed herein, except for (1) public works contracts pursuant to Section 12.18.060; (2) contracts exempted under Section 12.18.050; or (3) purchases awarded based on “best value” criteria as set forth in Section 12.18.140. The forty thousand dollar (\$40,000) limit shall be automatically increased by five thousand dollars (\$5,000) on July 1, 2024 and by the same amount every fifth year thereafter.

1. Notice Inviting Bids. Notices inviting bids and specifying the time and place of opening shall be published at least ten (10) days prior to the opening of the bids. Notice shall be published at least once in a newspaper of general circulation within the City and posted on the City’s website.
2. Receipt and Opening of Bids. All bids shall be sealed, with the bidder’s name and contact information identified on the envelope, and submitted to the City at or before the time specified on the Notice Inviting Bids. At the time and place specified on the Notice Inviting Bids, the bids shall be publicly opened and read. Any bid received after the time specified on the Notice Inviting Bids shall be rejected and returned unopened.
3. Bidders’ Security. At the discretion of the City, each bid may be required to be accompanied by a bid deposit or bond equal to at least ten percent (10%) of the bid amount, as set forth in the bid specifications.
4. Award of Bid. Except as otherwise provided herein, the City Council shall award the contract to the lowest responsive bidder whose bid complies with the bid specification. In determining responsibility, the City Council shall consider the known reliability, resources, experience, integrity, reputation for workmanship, and any other criteria set forth in the bid specifications, of the various bidders. The City Council may waive any informalities or minor irregularities in bids received.
5. Rejection of Bids. The City Council may reject any and all bids presented, and may, in its discretion, re-advertise for other bids.
6. No Bids Received. In the event no bids are received, the City Council may, in its discretion, re-advertise for other bids, or may determine and declare by resolution that the equipment, supplies, materials, services, or project may be more economically or satisfactorily procured in the open market and direct such procurement on the open market by direct negotiations.

7. Tie Bids. If two (2) or more low bids received are for the same total amount or unit price, quality and service being equal, the City may re-advertise for bids, draw lots or accept the bid it chooses.

B. Informal Bid Procedure – purchases of \$4,000-\$40,000.

Purchase of materials, supplies, services and/or equipment estimated in value at four thousand dollars (\$4,000) or more and below forty thousand dollars (\$40,000) may be made by the City informally without observing the formal bidding procedures prescribed in subsection (A) of this Section, or may be awarded based upon “best value” criteria as set forth in Section 12.18.140. Such purchases shall, unless unfeasible, be based on at least three (3) informal bids or quotes and shall be awarded to the lowest responsible bidder. The four thousand dollar (\$4,000) and forty thousand dollar (\$40,000) limits shall be automatically increased by five hundred dollars (\$500) and five thousand dollars (\$5,000), respectively, on July 1, 2024 and by the same amount every fifth year thereafter.

C. Purchases Less Than \$4,000.

Purchases of supplies, materials, services and equipment estimated in value to be less than four thousand dollars (\$4,000) may be made without informal bids or quotes, and must be subject to fair, just and equitable terms and conditions of purchase. The four thousand dollar (\$4,000) limit shall be automatically increased by five hundred dollars (\$500) on July 1, 2024 and by the same amount every fifth year thereafter.

D. Purchases Through Cooperative Purchases Contracts.

A cooperative procurement contract negotiated by another governmental agency or cooperative purchasing agency approved by the Purchasing Agent may be utilized for the purchase of goods, services and/or supplies if it meets all of the following:

1. It is in the best interest of the City.
2. It is to the City’s economic advantage.
3. It was competitively awarded using a process that complies with the policies, rules and regulations as approved by the Purchasing Agent or his/her designee.

12.18.140. Best-value Purchasing.

As an alternative to the competitive process set forth in Section 12.18.120 for the purchase of materials, supplies, services and equipment, vehicles, rolling stock and/or other items when design, performance, aesthetics and similar factors preclude award of a contract solely on the basis of lowest responsive and responsible bid, the City may utilize a best-value purchasing process. “Best value” means a procurement process based upon objective criteria for evaluating the bids with the resulting selection representing the best combination of price, quality, suitability and other factors as set forth in the solicitation for bids. Such process may be utilized for the purchase of materials, supplies, services and equipment, vehicles, rolling stock and other items if it meets the following criteria:

- (a) It is in the best interest of the City;
- (b) It is to the City's economic advantage; and
- (c) It was competitively awarded using a process that complies with the policies, rules and regulations adopted and approved by the Purchasing Agent or his/her designee.

12.18.160. Splitting Purchases Prohibited

No acquisition of materials, supplies, services and equipment, or contractual services from a single vendor or provider for a single project shall be accomplished by the issuance of several purchase orders for portions thereof.

12.18.180. Surplus Supplies and Equipment.

The Purchasing Agent shall have authority to, in the most equitable manner and in the City's best interest, dispose of all supplies and equipment that cannot be used by any City department or have become unsuitable for continued City use, or to exchange the same for, or trade in the same on, new supplies and equipment.

12.18.200. Conflicts of interest in Contracts with City.

No contract for any purchase of goods, labor or service, or any sale of City property in which any officer or employee is or becomes interested shall be allowed, and the resulting contract or sale shall be void.

12.18.220. Interference with Bidders Prohibited.

No officer or employee of the City shall aid or assist a bidder in securing a contract to furnish labor, materials or other supplies; nor favor one bidder over another; nor give or withhold information from any bidder not given or withheld from all other bidders, nor willfully mislead any bidder in regard to the character of the materials or supplies of a quality inferior to that called for by the contract or knowingly certify to a greater amount of labor performed or material or supplies furnished than has, respectively, been performed or received.

12.18.240. Acceptance of Gifts, etc., by City Employees Prohibited.

No officer or employee of the City may accept, directly or indirectly, any gift, rebate, money, or anything else of value whatsoever from any person or entity if the gift, rebate, money, or item of value is intended as a reward or inducement for conducting business, placing orders with, or otherwise using the employee's position to favor the contributor. Promotional items of nominal value shall not constitute a gift if received as a non-personal item by the officer or employee, and the item is distributed to customers or potential customers routinely by the contributor.

AGENDA ITEM

9C

**THIS ITEM CONTINUED
TO THE
NEXT COUNCIL MEETING**

AGENDA ITEM

11A

STAFF REPORT

TO: CITY COUNCIL

FROM: STAFF

SUBJECT: REQUEST ALLOWING CONSUMPTION OF ALCOHOLIC BEVERAGES
AT THE ANNUAL CITY BARBEQUE

DATE: APRIL 24, 2019

FOR: MAY 7, 2019 CITY COUNCIL MEETING

Discussion:

The City of Sand City holds its annual barbeque during the month of May each year, and invites its current City and former employees, representatives from outside agencies, dignitaries, residents and business owners throughout the community to celebrate the City's 'birthday'.

At the April 16, 2019 Sand City Council meeting, the City Council discussed whether to allow the consumption of alcohol at this year's annual barbeque. While Sand City's Municipal Code (SCMC) section 9.25.020 prohibits alcoholic beverages in public places within the City limits, the City Council may make exceptions for specific events (SCMC section 9.25.010). Should the Council decide to move forward and allow the consumption of alcohol for the Sand City barbeque, a permit will need to be approved by the Chief of Police to do so.

Concerns were raised at the April 16, 2019 City Council meeting regarding the potential ill effects of the consumption of too much alcohol by some individuals. Staff believes this could be addressed by limiting the amount of alcohol each person may consume by providing limited drink tickets or hiring a professional bartender. A professional bartender could also ensure alcohol is not served to minors.

Recommendation:

Staff recommends that the City Council approve the attached resolution allowing for the consumption of alcoholic beverages during the May 18, 2019 Sand City Annual Birthday Celebration and barbeque. Staff further recommends that Council discuss and possibly direct staff to hire a professional bartender and/or limit the service of alcohol by using a drink ticket system or similar.

CITY OF SAND CITY

RESOLUTION SC ____, 2019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY ALLOWING FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE ANNUAL SAND CITY BARBEQUE TO BE HELD ON SATURDAY, MAY 18, 2019

WHEREAS, each year, the City of Sand City holds an annual birthday celebration and barbeque in recognition of the City's birthday during the month of May and will be held on Saturday, May 18, 2019; and

WHEREAS, Section 9.25.020 of the Sand City Municipal code states that it is unlawful for any person to drink alcoholic beverages in or upon any public place as defined in Section 9.25.010; and

WHEREAS, Section 9.25.010, of the Sand City Municipal code states that the City Council may, from time to time, designate by resolution any publicly used exterior grounds of a parking lot or business to include; any public assembly hall or auditorium; any municipal chambers, and that the City Council shall have the right to make exceptions in designated places for specific events; and

WHEREAS, on these occasions a permit will be issued by the Chief of Police upon application and an affirmative vote by the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City requests that the Chief of Police issue a permit for consumption of alcoholic beverages in the ____ of the event on Saturday, May 18, 2019 for the annual birthday celebration and barbeque.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of May, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

Chapter 9.25 PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES

9.25.010 Definitions.

For the purposes of this chapter the following phrases shall have the meanings stated in this section:

“Alcoholic beverage” means and includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which is fit for beverage purposes, either alone or diluted, mixed, or combined with other substances.

“Public place” means any public street, right-of-way, alley, beach area, any park area that the City Council may, from time to time, designate by resolution; any publicly used exterior grounds of a parking lot or business to include the parking and public areas of the Sand Dollar Plaza, any school or school ground; any public assembly hall or auditorium; any municipal chambers. This also applies to areas open to public view from these above determined areas. The City Council shall have the right to make exceptions in designated places for specific events. On these occasions a permit will be issued by the Chief of Police upon application and an affirmative vote by the City Council. (Ord. 94-03 §1)

9.25.020 Drinking in Public Places.

It is unlawful for any person to drink alcoholic beverages in or upon any public place, as defined in this chapter, within the City limits of Sand City. (Ord. 94-03 §2)

View the [mobile version](#).

AGENDA ITEM

11B

STAFF REPORT

TO: CITY COUNCIL

FROM: STAFF

SUBJECT: AUTHORIZATION TO EXECUTE A CONTRACT WITH LIEBERT
CASSIDY WHITMORE TO PREPARE A REVISED PERSONNEL
MANUAL

DATE: MAY 1, 2019

FOR: MAY 7, 2019 CITY COUNCIL MEETING

Discussion:

Sand City's personnel manual was first adopted in July of 2000. Since its adoption, the manual has been updated with the most recent revision occurring in August of 2015. A recent review by a human resources specialist noted a variety of deficiencies in the personnel manual.

Liebert Cassidy Whitmore (LCW) has provided the City with valuable human resources and employment law advice over the past years through the Monterey Bay Area Self Insurance Authority (MBASIA). LCW has extensive experience and specializes in assisting public entities in reviewing and revising their personnel policies and procedures. LCW has advised the City that creating an entirely new manual consistent with the City's needs is a less expensive approach than updating the existing outdated manual. The estimated cost for the revision of the Sand City personnel manual is approximately \$10,000 to \$15,000. The contract is for an amount not to exceed \$15,000.

Recommendation:

Authorize the Interim City Manager to execute a contract with LCW to revise Sand City's personnel manual.

Fiscal Impact:

The revision of the Sand City personnel manual will require a budget amendment to the Fiscal Year 2018/19 Budget to reflect an additional \$10,000 in Special Projects (item 5520-04) to cover the cost of invoices and work to be performed by LCW.

**CITY OF SAND CITY
RESOLUTION SC ____, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING THE INTERIM
CITY MANAGER TO EXECUTE A CONTRACT WITH LIEBERT CASSIDY WHITMORE (LCW) TO
PREPARE A REVISED PERSONNEL MANUAL AT A COST NOT TO EXCEED \$15,000**

WHEREAS, Sand City's personnel manual has not been updated since August 18, 2015; and

WHEREAS, the City Attorney reviewed the current manual, including recent updates performed by Sand City's human resource consultant, and in consult with an employment law specialist has determined that the Sand City personnel manual is out of date; and

WHEREAS, having assisted hundreds of local agencies throughout California, Liebert Cassidy Whitmore (LCW) has extensive experience and specializes in assisting public entities in reviewing and revising their personnel policies and procedures; and

WHEREAS, LCW has advised the City that creating an entirely new manual consistent with the City's needs is a less expensive approach than updating the existing outdated manual; and

WHEREAS, the revision of the Sand City personnel manual will require a budget amendment to the Fiscal Year 2018/19 Budget to reflect an additional \$10,000 in Special Projects (item 5520-04) to cover the cost of invoices and work to be performed by LCW.

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

- 1) the Interim City Manager is hereby authorized to execute the contract with LCW, attached hereto and incorporated herein as Exhibit A, to prepare a revised personnel manual for Sand City;
- 2) the cost for the revision of the Sand City personnel manual is not to exceed \$15,000;
- 3) an amendment to the Fiscal Year 2018/19 Budget is approved to reflect an additional \$10,000 in Special Projects (item 5520-04); and
- 4) LCW will maintain a current Sand City Business License for the duration of this contract.

PASSED AND ADOPTED by the City Council of the City of Sand City on this ____day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF SAND CITY, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to prepare a Personnel Manual for the City.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, not to exceed \$15,000.00, unless approved by the City.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective April 26, 2019, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

THE CITY OF SAND CITY,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$370.00
Senior Counsel	\$320.00
Associates	\$210.00 - \$300.00
Labor Relations/HR Consultant	\$195.00 - \$230.00
Paraprofessionals & Litigation Support	\$80.00 - \$170.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page

AGENDA ITEM

11C



City of Sand City

Agenda
Item
11 C

Staff Report

DATE: May 1, 2019
TO: City Council
FROM: City Clerk *[Signature]*
SUBJECT: Bartell Associates

RECOMMENDATION: Staff is recommending approval of the attached agreement with Bartel Associates to provide a CalPERS review including actuarial consulting services.

BACKGROUND: Staff has worked for over 15 years with John Bartel beginning in 2001 when Mr. Bartel was working for AON Consulting. Soon after, he formed his own consulting firm (Bartel Associates, LLC), and continued to provide public agencies with actuarial services. Bartell Associates, LLC has produced numerous studies for the City of Sand City to include feasibility and costs for improving the Pers benefits in 2004, City compliance with GASB 45 in 2015, and Actuarial services related to the City's prefunding and compliance with GASB 75 for the retiree health plan.

REVIEW AND ANALYSIS: This information will be invaluable for budget preparation currently and in the future along with examining the projected costs of employee's retirement benefits and the City's funding of these benefits.

FISCAL IMPACT: Staff is asking for approval of up to \$15,000, to include the actuarial consulting services with the option to request the Formal report, and the additional meeting with the City Council if needed. The current budget has \$8,500 remaining; we are requesting a budget amendment of an additional \$6,500 for account number 5020-03 to complete this agreement.

CONCLUSION: Staff feels this service will be beneficial for both the City Council and the staff.

Attachments: Resolution
Exhibit A- Agreement

CITY OF SAND CITY

RESOLUTION SC ____, 2019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING A SERVICE AGREEMENT WITH BARTEL ASSOCIATES, LLC FOR ACTUARIAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$15,000

WHEREAS, Bartel Associates was established in 2003 to provide quality and cost-effective actuarial valuation, consulting, and advisory service to large and small retirement systems, including consulting services for agencies participating in CalPERS; and

WHEREAS, Bartel Associates has provided the City of Sand City actuarial valuation services since 2004, and an Actuarial Study was performed for Sand City in 2017 for the statistical analysis of the costs associated with future City OPEB obligations along with a recommended annual program for meeting those costs; and

WHEREAS, the City participates in CalPERS and the CalPERS Board has approved changes which are being phased into contribution rates, and it is the City's desire to understand how these changes will affect future City contributions; and

WHEREAS, Bartel Associates would provide an analysis of City contribution rates through 2028/2029 to include asset return sensitivity for each fiscal year as well as a comprehensive review and summary of historical CalPERS valuation reports, option to pay down the unfunded liability, and pension supplemental trust analysis; and

WHEREAS, Bartel Associates has proposed a comprehensive scope of work included in its letter dated March 27, 2019, attached as Exhibit A and incorporated herein by this reference, with estimated fees not to exceed \$15,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City hereby authorizes the scope of work and service agreement with Bartel Associates as further described in the attached Exhibit A, and an amendment to the Fiscal Year 2018/19 budget for an additional \$6,500 (item 5020-03).

PASSED AND ADOPTED by the City Council of the City of Sand City this ____ day of May, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

Exhibit A



March 27, 2019

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

Re: City of Sand City – CalPERS Review

Dear Ms. Scholink:

Bartel Associates would be happy to provide the City of Sand City actuarial consulting services. *

Background

The City participates in CalPERS, providing:

- Miscellaneous employees hired before December 30, 2012 the 3%@60 benefit formula, classic employees hired on or after December 30, 2012 the 2%@55 benefit formula, and the PEPR 2%@62 benefit formula for new members hired on or after January 1, 2013.
- Police Safety employees hired before December 30, 2012 the 3%@55 benefit formula, classic employees hired on or after December 30, 2012 the 2%@50 benefit formula, and the PEPR 2.7%@57 benefit formula for new members hired on or after January 1, 2013.

Both Miscellaneous and Police Safety plans are in CalPERS risk pools.

CalPERS Board has approved the following changes which are still being phased into contribution rates:

- Funding policy changes including elimination of asset smoothing, phased-in over 5 years ending with 2019/20.
- Demographic assumption changes, primarily mortality improvement, phased-in over 5-years ending with 2020/21.
- In November 2015, CalPERS adopted a risk mitigation strategy. This is expected to lower investment risk, returns, and discount rates gradually over the next 20 years or so, beginning after FY 2022, resulting in higher employer contribution rates.
- In December 2016, CalPERS reduced the discount rate based on outside investment advisors' belief that returns over the next 10 years will average 6.2%, well below the 7.5% then-assumed return.

Valuation Date	Discount Rate	Fiscal Year of	
		Initial Impact	Full Impact
6/30/16	7.375%	18/19	22/23
6/30/17	7.25%	19/20	23/24
6/30/18	7.00%	20/21	24/25

- In December 2017, CalPERS adopted new actuarial assumptions. The annual inflation assumption will be reduced to 2.625% for June 30, 2017 valuation and 2.5% for the June 30, 2018 valuation.
- In February of 2018, CalPERS approved amortization policy changes which will impact future amortization bases starting with June 30, 2019 actuarial valuations. Investment gains and losses will be recognized over 20 years, and the amortization method changed, resulting in quicker recognition



of gains and losses. These changes are expected to result in increases in contributions over the next 10-15 years and greater contribution volatility.

The City would like to understand the impact these changes will have on future City contributions. Additionally, the City is interested reviewing how a Section 115 supplemental pension trust could help address the City's CalPERS unfunded liability and how additional contributions to a supplemental pension trust would compare to contributing directly to CalPERS.

Project Scope and Fees

CalPERS June 30, 2017 actuarial valuation reports (released in July 2018) provide contribution projections through 2024/25 including the impact of the discount rate reduction to 7%. Our analysis will provide the City contribution rate projections over a longer period (though 2028/29 and beyond), and include asset return sensitivity for each fiscal year to provide the City ranges of likely future contributions. We will include the impact of:

- PEPRA new hires,
- CalPERS new amortization policy
- Discount rate changes, including risk mitigation strategy
- Lower expected investment returns over the next 10 years, and
- Investment return volatility.

We will provide a comprehensive review and summary of historical CalPERS actuarial information including:

- Review historical actuarial valuation reports,
- Summary of historical information for the Miscellaneous and Police Safety plans:
 - Participant demographic information,
 - Contribution rates,
 - Funded status

We will review options the City has to pay down the unfunded liability, including a supplemental pension trust (Rate Stabilization) model to pay down the unfunded liability and mitigate contribution rate fluctuations. We will:

- Help the City to determine the initial contribution and/or subsequent contributions,
- Guide the City to select target level to trigger CalPERS payments from the trust,
- Compare savings for contributing additional amounts to CalPERS vs. a Section 115 supplemental trust, including savings for paying off certain CalPERS bases.



The following table summarizes the projects and fee estimates:

Project Options	Estimated Fees	Not To Exceed
■ CalPERS review and contribution projections	\$6,500	\$7,500
■ Pension supplemental trust analysis	2,000	2,500
■ Council Presentation	1,000	1,500
■ Total	\$9,500	\$11,500

Please note:

- We will bill the City at the following hourly rates (rates include provision for miscellaneous expenses):

Position	2019 Hourly Rate
Partner & Vice President	\$290
Assistant Vice President	260
Associate Actuary	210
Senior Actuarial Analyst	190
Actuarial Analyst	155

- The above time is estimated and does not include time for:
 - **Formal Report.** The project includes a discussion outline with significant detail. This document is not meant to be a stand-alone explanation of results that City should give to the Board. A Formal Report is a stand-alone report summarizing results. Our fees to prepare this will be approximately \$2,000.
 - **More than 1 meeting.** Our fees include one meeting with City staff to discuss results. Additional meetings (e.g. Council and/or bargaining group meetings) will increase the above time by actual meeting and preparation time. If no additional work is necessary, then fees will be \$1,000 to \$1,500 for an additional meeting.
 - Additional scenarios for pension supplemental trust projections.

Data

To complete our review, please provide:

- We have downloaded the June 30, 2015 through June 30, 2017 actuarial reports from CalPERS website. Please send us the June 30, 2013 and June 30, 2014 CalPERS reports.
- Please provide a description for City paid Employer Paid Member Contributions (EPMC) if any.
- Please provide a description for employee CalPERS cost sharing arrangements for each bargaining group if any.
- If the City issued any Pension Obligation Bonds (POBs), please provide us the debt service and its allocations between Miscellaneous and Safety plans.
- Other CalPERS correspondence, if appropriate.

Linda Scholink
March 27, 2019
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We are prepared to begin this project immediately and can set a meeting date as soon as we receive the above information. Initial meeting dates are usually set approximately 4-5 weeks after we receive the actuarial information.

Please let us know if you have any questions about our proposal.

Sincerely,

Bianca Lin, FSA
Assistant Vice President and Actuary

c: Joseph D'Onofrio, Bartel Associates, LLC

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AGENDA ITEM

11E



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

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

-- Select Days Before Event --

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

Macy's Furniture Gallery Mixer

Name: Macy's Furniture Gallery Mixer

Date: May 16, 2019

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

[Register Now](#)

Event Description:

Join us for a fun mixer at Macy's Furniture Gallery! Enjoy small bites, wine and soft drinks while networking with local professionals! Enter the drawing to win a fabulous gift basket! Macy's is excited to show support for the local business community!

Location:

Macy's Furniture Gallery
260 Del Monte Center
Monterey, CA 93940

Date/Time Information:

Thursday, May 16, 2019
5:00 - 7:00 PM

Fees/Admission:

\$10 members/ \$20 prospective members

[Set a Reminder](#)

Enter your email address below to receive a reminder message.

Enter Email Address

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Monterey Peninsula Young Professionals Mixer

Name: Monterey Peninsula Young Professionals Mixer

Date: May 23, 2019

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

[Register Now](#)

Event Description:

Join us and the Monterey Peninsula Young Professionals Association for an evening of networking and socializing at Alvarado Street Brewery and Tasting Room in Salinas! Enjoy an extended happy hour, raffle prizes, and free appetizers! Ages 21-40, \$10/person

Location:

Alvarado Street Brewery and Tasting Room
1315 Dayton St., Ste. E
Salinas

Date/Time Information:

Thursday, May 23
5:30-8 pm

Fees/Admission:

\$10/person

[Set a Reminder:](#)

Enter your email address below to receive a reminder message.

Enter Email Address

-- Select Days Before Event --

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