



**SPECIAL MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY**

**AGENDA**

**SAND CITY COUNCIL CHAMBERS**

**WEDNESDAY, APRIL 15, 2015**

**12:00 P.M.**

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

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SPECIAL Meeting – Wednesday, April 15, 2015

12:00 P.M.

CITY COUNCIL CHAMBERS

Sand City Hall, One Sylvan Park, Sand City, CA 93955

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**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**3. 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.

A. Written

B. Oral

**4. CLOSED SESSION**

A. City Council/Agency Board to adjourn to Closed Session to Consider Public Employee Performance Evaluation pursuant to Section 54957(b)(1) of the Ralph M. Brown Act, position: City Administrator

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 Act

**5. ADJOURNMENT**

Next Scheduled Council Meeting:

Tuesday, April 21, 2015

5:30 P.M.

Sand City Council Chambers

1 Sylvan Park, Sand City

**Sand City Council Agenda**  
**04.15.15 SPECIAL Council Meeting**

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

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

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 20, or give your written request to the City Clerk at One Sylvan Park, 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**

**4A**

## CITY OF SAND CITY POSITION DESCRIPTION/EVALUATION

### Position: City Administrator/ Redevelopment Agency Executive Director

**Date:** December 27, 1994

**Revised:** September 30, 2006

**Reports to:** City Council and the Redevelopment Agency Board

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#### **Job Summary**

Overall responsibility for all City employees. Serves as City Treasurer/Finance Officer and Executive Director of the Redevelopment Agency. Works with the City Council/Redevelopment Agency and its advisory committees, and administers their policy decisions. Ensures proper, efficient personnel management. Oversees and ensures professional, efficient management of the City's financial affairs. Represents the City with public agencies, private organizations, boards, commissions, City residents, business and property owners.

#### **Education/Experience/Skills/Qualifications:**

BS/BA minimum in public administration: city planning, business administration, or finance. Minimum 5 years experience in public municipal administration. Demonstrates ability to manage personnel, develop work schedules and financial management. MA/MS preferred. Ability to effectively communicate orally and in writing; analyze and summarize data; develop recommendations. Ability to function effectively in public forums and to represent city perspectives in community events and regional organizations. Ability to deal with the public/coworkers in a pleasant and effective manner.

#### **Physical Requirements:**

Ability to crouch (bend at knee), stoop (bend at waist), climb (e.g. stairs), sit, stationary standing (for prolonged periods of time), reach (extension and overhead), push/pull carry up to 50 lbs. Ability to be mobile (in office, home from site to site), twist/turn/pivot/grasp/lift/carry up to 25 lbs. Speak in an understandable voice with sufficient volume to be heard at normal conversational distance, on telephone, or addressing groups.

#### **Mental Requirements:**

Acuity to: collect and interpret data, reason, establish facts, make valid judgments and decisions, evaluate, define problems, draw valid conclusions.

#### **Special Requirements:**

Current driver's license. Car insurance. Ability to perform essential functions with reasonable accommodations.

#### **Supervision Responsibilities:**

Supervises department heads, and coordinates the work of consultants and contractors.

	<b>Essential Responsibilities</b>	<b>Below Standards</b>	<b>Meets Performance Standards</b>	<b>Usually Exceeds Performance Standards</b>	<b>Comments</b>
1.	Plans, coordinates and controls the daily operations in accordance with resolutions and ordinances of the City and the Redevelopment Agency, and applicable state and federal laws.				
2.	Establishes current and long range goals, objectives, plans and policies subject to the approval of the City Council.				
3.	Establishes and maintains an effective system of communication throughout the City.				
4.	Dispenses advice, guidance, direction and authorization to subordinates to carry out plans consistent with established policies, standards, and procedures.				
5.	Conducts studies, evaluations and reviews, and takes steps to ensure that appropriate measures are taken to correct unsatisfactory results.				
6.	Represents the City with public agencies, private organizations, governmental organization, boards, commission, clients and constituents, and the financial community.				
7.	Performs other duties as required.				
	<b>Essential Duties and Responsibilities Specific to City Administrator/RDA Executive Director</b>				
1.	Is responsible for the economic development and well-being of the City/Redevelopment Agency.				

		<b>Below Standards</b>	<b>Meets Performance Standards</b>	<b>Usually Exceeds Performance Standards</b>	<b>Comments</b>
2.	Appoints, promotes, removes and demotes employees to ensure efficient and effective management of City resources and personnel.				
3.	Oversees the preparation of the proposed annual budget and Salary Plan and submits it to the Council and provides updates regarding the financial condition and needs of the City.				
4.	Ensures that complaints are investigated and handled appropriately.				
	<b>Other Responsibilities</b>				
1.	Ensures that the public is treated in a courteous, efficient, helpful and pleasant manner.				
2.	Handles City funds with utmost accuracy and integrity.				
3.	Participates in ensuring the office's physical orderliness, cleanliness and appearance as it relates to office safety and hospitality towards visitors; applies tidiness to city-owned vehicles.				
4.	Maintains strict confidentiality in dealing with City business.				
5.	Manages time effectively. Accomplishes assigned work within the allocated time.				
6.	Maintains a neat, appropriate and professional appearance.				
7.	Follows all policies, rules and regulations of the organization.				
8.	Contributes positively to work teams/ committees as assigned.				

		<b>Below Standards</b>	<b>Meets Performance Standards</b>	<b>Usually Exceeds Performance Standards</b>	<b>Comments</b>





# City Administrator Performance Review

Name Of Person Being Reviewed: Todd Bodem

Reviewer Name: \_\_\_\_\_

Date: April 2015

Review Period: 10/2014 to 4/2015

## Review Guidelines

Complete this review, using the following scale. Circle the selected rating and total all ratings in the box for the Overall score for the category.

4 = Exceeds Requirements 3 = Meets Requirements 2 = Marginal 1 = Unsatisfactory

### City Administrator's Financial Acuity and Leadership

Sets appropriate financial policies	4	3	2	1
Ensures timely & appropriate financial reporting	4	3	2	1
Communicates financial impacts & decisions appropriately	4	3	2	1
Develops clear City budget and communicates compliance, variances and reasoning to Council and appropriate personnel	4	3	2	1

Comments:

Overall score for this category

### City Administrator's Employee Management Ability

Communicates well with employees	4	3	2	1
Provides employees with timely & clear instructions & feedback	4	3	2	1
Promotes accountability & cooperation among staff members	4	3	2	1
Understands contributions of each employee and provides effective and timely feedback related employee job duties	4	3	2	1

Comments:

Overall score for this category

**City Administrator’s Economic Development Leadership & Vision**

<b>Develops effective strategies to promote economic health of City utilizing partnerships appropriately</b>	4	3	2	1
<b>Creates plan for continued growth and prosperity utilizing partnerships with other groups as necessary</b>	4	3	2	1
<b>Communicates to all stakeholders the vision as well as strategies to be employed in achievement</b>	4	3	2	1
<b>Continually reassesses requirements and options for economic development in the City</b>	4	3	2	1

Comments:

**Overall score for this category**



**City Administrator’s Management of External Relationships**

<b>Manages external resources well</b>	4	3	2	1
<b>Identifies partnerships and resources outside the City to enhance and support City goals</b>	4	3	2	1
<b>Effectively promotes positive relationships with other agencies, organizations and groups</b>	4	3	2	1
<b>Utilizes information and relationships from conferences, governmental interactions and other contacts to further City goals</b>	4	3	2	1

Comments:

**Overall score for this category**



**City Administrator’s Communication & Leadership Skills**

Clearly communicates expectations, concerns and goals to all Council Members, employees and outside entities	4	3	2	1
Sets example for employees and partners by using frequent and appropriate communications	4	3	2	1
Is available and cooperative with stakeholders for communications regarding projects, plans, etc.	4	3	2	1
Develops written communication skills by assisting with required reporting and written replies to requests for information	4	3	2	1

Comments:

**Overall score for this category**

**City Administrator’s Council Support**

Keeps Council abreast of developing circumstances related to matters of interest or concern	4	3	2	1
Proactively provides information to further goals set by Council	4	3	2	1
Prepares thoroughly for each Council meeting and actively participates in all requirements set by Council	4	3	2	1
Develops both written and oral presentations on behalf of the City for review by the Council	4	3	2	1

Comments:

**Overall score for this category**

# Overall Score for Performance Review



Maximum Possible Score: 96

Reviewer Comments Related to Overall Performance:

Employee Comments Related to Overall Performance Review:

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Is an Improvement Plan attached to this document?  Yes  No

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Signature of City Administrator

**CITY OF SAND CITY**  
**RESOLUTION SC 14-73, 2014**

**RESOLUTION OF THE SAND CITY COUNCIL APPROVING THE  
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

**WHEREAS**, the City of Sand City has a need to fill the position of City Administrator and has been recruiting for suitable candidates for this position; and

**WHEREAS**, after conducting extensive screening and evaluation processes, a suitable candidate has been selected by a unanimous decision of the Sand City Council; and

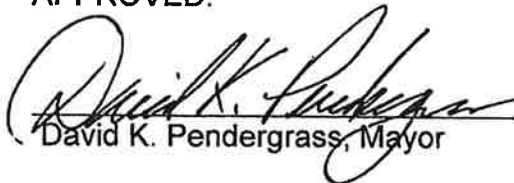
**WHEREAS**, after careful negotiations between the Budget and Personnel Committee and Mr. Bodem; Mr. Bodem has agreed to the terms of the attached "City Administrator Employment Agreement" and the Budget and Personnel Committee is recommending that the City Council authorize entry into the contract with Mr. Bodem.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City that the attached "City Administrator Employment Agreement" is hereby approved, and the Mayor is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Sand City.

**PASSED AND ADOPTED** by the City Council of Sand City this 7<sup>th</sup>, day of October, 2014 by the following vote:

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

APPROVED:

  
David K. Pendergrass, Mayor

ATTEST:

  
Linda K. Scholink, City Clerk

## CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This City Administrator Employment Agreement (“**Agreement**”) is made the date last written below by and between the City of Sand City, a municipal corporation (“**City**”) and Todd Bodem (“**Bodem**”).

### RECITAL

A. The City desires to employ Bodem as its City Administrator subject to the terms and conditions of this Agreement and Bodem desires to accept such appointment subject to the terms and conditions of this Agreement.

### AGREEMENT

1. Appointment of City Administrator. The City Council of Sand City hereby appoints Bodem as the City Administrator of the City.
2. Acceptance of Appointment. Bodem hereby accepts his appointment as the City Administrator of the City.
3. Effective Date of Appointment. The foregoing appointment of Bodem as the City Administrator of Sand City shall become effective at midnight, October 8<sup>th</sup>, 2014 (the “**Date of Appointment**”).
4. Duties.
  - (a) From and after the Date of Appointment until the end of his term of employment as provided in paragraph 5 of this Agreement, Bodem shall perform the functions and duties specified by State law, the Sand City Charter, Chapter 2.50 of the Sand City Municipal Code, Chapter 2.60 of the Sand City Municipal Code and resolutions implementing Chapter 2.60, ordinances of the City and resolutions of the City Council as they presently exist and as they may hereafter be amended from time to time, and perform other proper duties and functions including but not limited to professional financial management and personnel administration, consistent with the office of City Administrator in the manner allowed by law. Bodem shall also facilitate the effective operation of the Advisory Committees established pursuant to Council Resolution No. SC 98-68.
  - (b) Bodem shall also serve as the Executive Director of the Successor Agency to the former Sand City Redevelopment Agency as directed by the Successor Agency to the Sand City Redevelopment Agency. Bodem agrees to devote his full productive time, ability and attention to the City’s business during the term of this Agreement.
  - (c) Bodem shall represent the City on boards and committees of local and regional agencies as necessary to represent Sand City’s interests.

(d) During the term of this Agreement, Bodem shall not hold secondary employment and shall be employed exclusively by the City.

5. Standard of Performance. Bodem shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. Bodem shall not engage in any activity which is, or may become, a prohibited conflict of interest as defined by State law or City ordinance, or which may create an incompatibility of office. Prior to performing any services under this Agreement and thereafter in the manner required by law, Bodem shall complete and file all disclosure statements required under State and local law.

6. Term of Employment. Bodem's term of employment with the City under this Agreement shall begin on the Date of Appointment and continue until the earlier of:

- (a) September 30, 2016;
- (b) upon Bodem's resignation as provided in section 9;
- (c) upon termination of Bodem's employment as provided in section 7;
- (d) the death or incapacity of Bodem.

7. Termination and Severance. The parties hereby acknowledge and represent that Bodem is an "at will" employee whose employment may be terminated by the City at any time without any prior notice and without statement of any cause.

(a) In the event City discharges Bodem without cause more than six (6) months prior to the date set forth in paragraph 6(a), Bodem shall be entitled to receive compensation, consisting of a lump-sum payment of six months of base salary. In the event City discharges Bodem without cause within six (6) months of the date set forth in paragraph 6(a), Bodem shall be entitled to receive compensation consisting of a lump-sum payment equal to one month's base salary for each month from the date of such termination through the date set forth in paragraph 6(a). In accordance with Government Code section 53261, a cash severance payment shall not include any other non-cash item except health benefits payable to or on behalf of Bodem. This paragraph shall be construed in accordance with Government Code section 53260 which explicitly limits contractual severance cash settlements payable by a local agency employer.

(b) The severance payment described in paragraph 7(a) will release the City from any further obligations under this Agreement, and any claims of any nature that Bodem might have against the City by Virtue of his employment or termination thereof. Contemporaneously with the delivery of the severance payment and in consideration therefore, Bodem agrees to execute and deliver to the City a release, to include a Civil Code section 1542 waiver, releasing the City of all claims that Bodem may have against the City.

(c) Bodem shall not be entitled to severance pay in the following events:

- (i) Discharge for cause; or,

- (ii) City elects not to renew this Agreement; or,
- (iii) Bodem dies or becomes disabled to the extent that he cannot perform the full range of the essential functions of his position as determined by his treating physician; or,
- (iv) Bodem resigns from his position as City Administrator.

8. Resignation. Bodem may resign at any time upon providing City with notice at least thirty (30 or 60) days in advance of the effective date of such resignation.

9. Base Salary. The City shall pay Bodem a base annual salary of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), less all applicable federal, state and local withholding. Such compensation shall be paid to Bodem on a monthly basis. **[Bodem's base salary will be reviewed by the City Council and may be increased at the time of his initial six month performance evaluation.]**

10. Benefits.

(a) Bodem shall at his expense provide an automobile for use in carrying out his duties as City Administrator. City shall pay for the actual cost of other modes of transportation used by Bodem for travel on City business. City shall pay Bodem a car allowance of \$300 per month. Bodem shall be reimbursed for his costs of travel beyond 50 miles at the same rate afforded other employees of the City.

(b) Bodem shall participate in the 2%@62 California Public Employee Retirement System Plan, according to the PEPRA conditions and guidelines.

(c) Bodem shall receive the same health, dental and optical insurance coverage and benefits provided to other management employees of the City.

(d) Bodem shall receive 50 hours of "use it or lose it" management leave each calendar year. This management leave has no cash value.

(e) Bodem shall earn vacation leave each month in the same manner as other management employees of the City and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of vacation time.

(f) Bodem shall accrue sick leave in the same manner as other management employees of the City and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of sick leave.

(g) The City shall pay the premium cost during the term of this Agreement for a term life insurance policy on Bodem's life with a death benefit not to exceed \$ 50,000.



(h) The City shall make a matching contribution up to 50% of Bodem's contribution during the term of this Agreement to a deferred compensation plan, up to a maximum contribution by the City of \$100 per month.

(i) A cell phone shall be provided by the City to the City Administrator for Sand City related communications.

(j) the Sand City General Employees Benefit Summary and Job Description hereby attached to this agreement.

11. Expenses. City shall pay for or reimburse Bodem for ordinary and necessary expenses incurred by or on behalf of Bodem in the course of performance of his duties under this Agreement in accordance with City policies.

12. Performance Evaluation. The City Council shall review and evaluate the performance of Bodem within six (6) months following the Date of Appointment and at least annually thereafter. The City Council, in consultation with Bodem, shall define such goals and performance objectives that they determine to be necessary for the proper operation of the City.

13. Indemnification. City shall defend, hold harmless and indemnify Bodem against any lawsuit pursuant and subject to the provisions and limitations of Government Code section 825, provided such lawsuit names Bodem as a party and contains allegations concerning his acts or omissions within the course and scope of his employment.

14. Notices. Notices given pursuant to this Agreement shall be in writing and delivered personally to Bodem or to the Mayor or Vice-Mayor or deposited into the U.S. Mail, first class postage prepaid and addressed to Bodem or the Mayor and City Council as the case may be at City Hall, 1 Sylvan Park, Sand City, CA 93955. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, in the U.S. mail.

15. Bond. Bodem shall maintain on file with City a faithful performance surety bond in an amount determined by the City. The City shall bear the full cost of any fidelity or other bond required for the City Administrator under this Agreement or any law or ordinance.

16. Professional Memberships, Meetings, Seminars. City and Bodem will mutually benefit from Bodem's participation in certain professional activities relating to City Administrators and managers. Subject to budgetary constraints, Bodem may enroll, attend, and participate in conferences, courses, seminars, committee work, or other activities of organizations that will benefit the City.

17. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may only be amended in a writing signed by Bodem and the City.

(b) **Severance.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

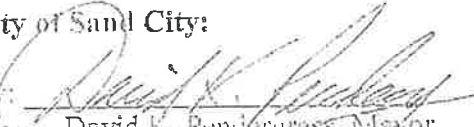
(c) **Jurisdiction and Venue.** This Agreement and the subject matter hereof shall be governed by the laws of the State of California. Any action concerning this Agreement or the subject matter hereof shall be brought and maintained in the Superior Court of California in and for the County of Monterey.

(d) **Interpretation.** The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party. This Agreement shall be interpreted as though it was prepared by both the City and Bodem.

Dated: 10/8/14

  
\_\_\_\_\_  
Todd Bodem


Dated: 10/8/14

City of Sand City:  
By:   
\_\_\_\_\_  
David K. Pendergrass, Mayor

**Attest:**

  
\_\_\_\_\_  
Linda Scholink, City Clerk

**Witness:**

  
\_\_\_\_\_  
Kelly Morgan, Interim City Administrator