

**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA**

**SAND CITY COUNCIL CHAMBERS**

**TUESDAY, JUNE 16, 2015**

**5:30 P.M.**

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

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Regular Meeting – June 16, 2015  
5:30 P.M.

CITY COUNCIL CHAMBERS  
Sand City Hall, One Sylvan Park, Sand City, CA 93955

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- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. 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

- 5. 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. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits.

- (1) CUP #377, Hartzel Automotive (auto), 510-A California Avenue
- (2) CUP #399, Edgewater Center, (retail/multiple sites), 915, 925 Playa & 2030 California
- (3) CUP #419, Carmel Tile/Doubleday (showroom/storage), 1725 Contra Costa
- (4) CUP #495, Alternator & Starter Exchange (assembly), 352-B Orange Avenue
- (5) CDP 97-05, Monterey Bay Restaurant Equipment (retail/wholesale),

325 Elder Avenue  
(6) CUP 563, Espinoza Graphics (studio) 613-B Ortiz Avenue  
(7) CUP 583/CDP14-03, Wild Thyme (manufacture), 1 John Street

- B. Approval of June 2, 2015 Council Meeting Minutes
- C. Acceptance of Public Works Monthly Report, May 2015
- D. Acceptance of Police Department Monthly Report, May 2015
- E. Approval of City RESOLUTION Authorizing the Monterey County Health Department to Apply for State Block Grant Funding on behalf of Sand City towards the Countywide Used Oil Recycling Program
- F. Approval of City RESOLUTION Approving a Budget Allocation of \$500 for the Senior Voucher Program for Taxi Service as offered by Monterey-Salinas Transit (MST)
- G. Approval of City RESOLUTION Authorizing Renewal of a Contract with BLC Partners, LLC for Human Resources Management Services
- H. Approval of Designation of Voting Delegate and Alternate for the 2015 League of California Cities Annual Conference
- I. Approval of City RESOLUTION Authorizing a Service Agreement for Auditor Services by Hayashi & Wayland for Fiscal Year 2014-15
- J. Approval of City RESOLUTION Authorizing Renewal of Service Agreement with EMC Planning Group, Inc. for Fiscal Year 2015-16 at a cost not to exceed \$60,000
- K. 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, 2016
- L. Approval of City Representative Vice Mayor Mary Ann Carbone to serve as Sand City's representative to the Northern Salinas Valley Mosquito Abatement District
- M. Approval of City RESOLUTION Approving Agreement between City of Sand City and Hinderliter de Llamas & Associates (HdL) of Diamond Bar, California, for Transactions & Use Tax Audit & Information Services
- N. Approval of City RESOLUTION Authorizing Renewal of City Engineering Service Agreement with Creegan & D'Angelo
- O. Approval of City Donation/Contribution
  - 1) 68<sup>th</sup> Annual Seaside Parade of Champions - \$500

## **6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

## **7. OLD BUSINESS**

- A. Progress report on Public Works projects, Successor Agency Oversight Board, South of Tioga project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator

- B. Consideration of City RESOLUTION Awarding a Contract for Street Sweeping Services

## 8. NEW BUSINESS

- A. Consideration of Proposed Budgets for Fiscal Year 2015-2016 and Appropriations Limit for FY 2015-16
  - 1) Approval City RESOLUTION Adopting the Proposed City Budget for Fiscal Year 2015-2016
  - 2) Approval of Successor Agency RESOLUTION Adopting the Proposed Successor Agency Budget for Fiscal Year 2015-2016
  - 3) Approval City RESOLUTION Establishing an Appropriations Limit for Fiscal Year 2015-2016 Pursuant to Article XIII B of the California Constitution
- B. Consideration of City RESOLUTION Rescinding and Replacing the Third Year of a prior Agreement with Salary Adjustments that were Deferred for the Police Officers Association, Miscellaneous Employees, and Miscellaneous Management Staff
- C. Upcoming Meetings/Events

## 9. CLOSED SESSION

- A. City Council /Agency Board to adjourn to Closed Session:
  - 1) To confer with Legal Counsel regarding pending litigation in accordance with Government Code Section 54956.9(d)(1):
    - a) Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases
    - b) Seaside v. Sand City (No. M120996) and related cross action
    - c) Seaside v. Sand City (King Ventures) (No. M126354)
- 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

## 10. ADJOURNMENT

**Next Scheduled Council Meeting:  
Tuesday, July 7, 2015  
5:30 P.M.  
Sand City Council Chambers  
1 Sylvan Park, Sand City**

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 13, 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**

**5B**

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

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Regular Meeting – June 2, 2015

5:30 P.M.

CITY COUNCIL CHAMBERS

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Mayor Pendergrass opened the meeting at 5:33 p.m.

The invocation was led by Reverend Kelleher.

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

Present: Council Member Blackwelder  
Council Member Carbone {excused absence}  
Council Member Hubler  
Council Member Kruper  
Mayor Pendergrass

Staff: Todd Bodem, City Administrator  
David Bigger, Acting City Attorney  
Leon Gomez, City Engineer {excused absence}  
Brian Ferrante, Police Chief  
Charles Pooler, Associate Planner  
Connie Horca, Deputy City Clerk

**AGENDA ITEM 4, COMMUNICATIONS**

- A. There was no written communication distributed to the Council.
- B. Oral

5:36 p.m. Floor opened for Public Comment.

There were no comments from the Public.

5:36 p.m. Floor closed to Public Comment.

**AGENDA ITEM 5, 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. There was no discussion of the May 19, 2015 Sand City Council Meeting Minutes.
- B. There was no discussion of the City **Resolution** authorizing Renewal of a

Maintenance Services Agreement with HOPE Rehabilitation Services.

- C. There was no discussion of the City **Resolution** authorizing Examination of Transactions Sales and Use Tax Records.
- D. There was no discussion of the City Donations/Contributions to the 3<sup>rd</sup> Annual Monterey Bay Regional Critical Conversation for \$500 and the Salvation Army for \$250.
- E. There was no discussion of the City/Successor Agency Monthly Financial Report, April 2015.

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

#### **AGENDA ITEM 6, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

There were no items pulled from the Consent Calendar.

#### **AGENDA ITEM 7, PRESENTATIONS**

Mayor Pendergrass announced that Mr. Stoldt will be late due to his attendance at another meeting, and his presentation (Agenda Item 7A) will be made upon his arrival. Agenda Item 7B, presentation by Ms. Jennifer Dosset of the Monterey Bay Economic Partnership will be made.

#### **B. Presentation by Monterey Bay Economic Partnership President Jennifer Dosset on Status of Economic Partnership (10 minutes)**

Jennifer Dosset, President of the Monterey Bay Economic Partnership (MBEP) introduced the Monterey Bay Economic Partnership as an organization founded by Monterey County Business Council president, Mary Ann Leffel. The MBEP is a regional non-profit, membership organization consisting of public, private, and civic entities located throughout the counties of Monterey, San Benito and Santa Cruz, with a mission to create a thriving region with quality jobs, excellent education, and a high quality of life for all residents. She commented on the existing Board of Directors, and members of MBEP that include Taylor Farms, CSUMB, P.G. & E, the cities of Seaside, Salinas, and Santa Cruz. MBEP fosters new jobs by collaborating with new and existing businesses to find ways to grow and expand employment opportunities in the region as well as resources for local businesses to prosper. MBEP brings people together by hosting an annual Regional Economic Forum and a State of the Region Conference. In conclusion Ms. Dosset summarized that MBEP would foster job creation and expansion, forge new pathways for all stakeholders and bring people together to find solutions. MBEP is also exploring 2 new areas to include building Tech Eco Systems and Workforce Development, and what it would mean to Sand City. They are

also working with AMBAG to formulate interactive charts and graphs. Ms. Dosset thanked the Council for last year's contribution of \$5,000 that helped to establish the Monterey Bay Economic Partnership, and requested that the Council consider continuing their membership for this year.

Mayor Pendergrass commented that the Council will consider the \$5,000 membership fee at a future meeting, and thanked Ms. Dossett for her informative presentation.

## **AGENDA ITEM 8, PUBLIC HEARINGS**

### **A. Consideration of City Resolution approving Conditional Use Permit 593 for John Fisk Allowing a Paint Retail/Wholesale Business at 465-C Olympia Avenue**

Associate Planner Charles Pooler presented an application submitted by John Fisk to utilize an existing 1,734 square foot commercial unit at 465-C Olympia Avenue. The subject property has a 1-story commercial building divided into four units with each unit fronting Olympia Avenue. The applicants intended clientele will be both the professional and novice painters, and intends to provide "how to" classes for customers. Products stored and sold on-site would include interior and exterior paints as well as painting related products. Intended hours of operations will be 7:00 a.m. to 5:30 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturdays. Staff recommends the permit allow the use to operate on Saturdays until 5:00 p.m. Incoming inventory shipments are expected once a month via Federal Express and UPS. The permit should specify that loading/unloading activities occur on-site or while parked curbside to avoid impediment of traffic lanes. The property's Olympia Avenue frontage provides five (5) parking spaces with one additional parallel parking space available on Catalina Street. The combined parking spaces meet the zoning requirements for the intended retail use. Primary activities on-site are not anticipated to generate impacts that could be detrimental to the neighborhood. The "how-to" paint/stain classes are expected to be occasional and should have minimal impact. Staff recommends approval of the conditional use permit per the terms and conditions proposed by Staff.

5: 54 P.M. Floor opened for Public Comment.

There was no comment from the applicant, Mr. John Fisk. The Mayor asked Mr. John Fisk if he was in agreement with the conditions of the use permit. Mr. Fisk responded that he was in agreement with permit conditions.

In response to Council Member Kruper's question regarding what classes would be available, Mr. Fisk commented that he will be teaching on proper painting techniques, and also "how-to" create faux and glaze finishing classes.



5: 56 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, approving Conditional Use Permit 593 for John Fisk allowing a Paint Retail/Wholesale Business at 465-C Olympia Avenue was made by Council Member Hubler, seconded by Council Member Kruper. AYES: Council Members Blackwelder, Hubler, Kruper, Pendergrass. NOES: None. ABSENT: Council Member Carbone. ABSTAIN: None. Motion carried.

5:56 p.m. Monterey Peninsula Water Management District General Manager Dave Stoldt arrived.

## **ITEM 7A, PRESENTATION**

### **A. Presentation by Monterey Peninsula Water Management District General Manager Dave Stoldt on New Water Conservation Regulations (10 minutes)**

Monterey Peninsula Water Management District General Manager Dave Stoldt presented an overview of the current drought conditions affecting the western half of the country and the State of California. He reported on the maximum and minimum temperature rankings for the 2014 water year vs. the first half of the 2015 water year, and the warmer temperatures occurring in the Sacramento, and San Joaquin Valley's. He further reported on the state's lack of snowfall and decrease of snow water. The condition of the state's reservoirs and lack of rainfall has placed the State in a drought. Mr. Stoldts explained the recorded rainfall at the San Clemente Dam for the 2015 water year in comparison to the past years since 1924. The State of California's response to the drought has required jurisdictions to enact emergency regulations to focus on water waste, mandatory conservation and reporting. He reported on the definition of potable water waste comparing the New State Law vs. the Water Management District's in keeping the Peninsula's rules consistent with the States. The Governor's April 1 executive order mandates a statewide 25% percent reduction on potable urban water use through February 2016, requiring mandatory conservation for the first time in the State's history. In response to the state's mandates, MPWMD has adopted revisions to their schedule of fines and penalties, and will be proposing an amended conservation and rationing plan.

At the request of the City Administrator, Mr. Stoldts provided an explanation of what may be considered violations such as sprinkler heads watering off-line, excessive water overflow from a location, and watering on unassigned days of the week. There was Council discussion regarding certain issues such as the fire hydrant accident, rebates being offered to individuals who use eco-friendly appliances, the Peninsula's efforts in water conservation, and District Ordinance 152 which authorizes an annual water use fee to fund water supply services to ensure that sufficient water is available.

In conclusion, Mr. Stoldts thanked the Council and expressed his

appreciation to the Mayor for organizing the tour of Sand City's desalination plant for representatives from the State Water Board.

## **AGENDA ITEM 9, OLD BUSINESS**

### **A. Progress report on Public Works projects, Successor Agency Oversight Board, South of Tioga project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator.**

On behalf of the City Engineer, City Administrator Todd Bodem provided the engineering and public works department summary report to the Council. The desalination plant produced 28.78 acre-feet of water for the month of May 2015. On May 28<sup>th</sup> the City Engineer and Associate Planner met with AMBAG staff to review progress of the City's GIS mapping and web portal site. Staff will be providing comments to AMBAG on the preliminary mapping effort. The Regional Water Quality Control Board (RWQCB) reviewed the MPE yard on Tioga Avenue during a recent audit for Stormwater compliance. Staff from the RWQCB have expressed concern regarding yard maintenance, indicating that appropriate Best Management Practices should be installed by the owner/lessee. The RWQCB has requested that the City Engineer provide background information on usage of the site.

Street Sweeping RFPs were due on June 2, 2015. City staff will review the proposals received and provide a recommendation to the City Council for award of the contract. The street light foundations for the Bungalows at East Dunes project were inspected and approved by the City Engineer. At the Hickory/Redwood Avenue returns, the City Engineer has requested that Cal-Am either move the newly installed fire hydrant closer to the street to provide ADA clearance or a rationale as to why the new hydrant was installed in a different location.

## **AGENDA ITEM 10, NEW BUSINESS**

### **A. Comments by Council Members on Meeting and Items of Interest to Sand City**

Council Member Hubler reported that the Arts Committee will be meeting next week to confirm the selection of a new Arts Committee member. The appointment of the new member will be at a future Council meeting. Several applications for vendors and other participants have been received for the 2015 West End Celebration.

Council Member Kruper reported that the Public Safety Committee meeting contains a full agenda, and will be held on Thursday, June 4, 2015. He commended City Administrator Bodem for providing an updated progress report in the agenda packet. The Monterey County Convention and Visitors Bureau passed a \$7.5M dollar budget at their last meeting in Marina. Mr. Kruper reported that he plans on attending the upcoming MCBC's 3<sup>rd</sup> Annual Monterey Bay Regional Critical Conversation.

Mayor Pendergrass commented on the cupcake robber and thanked Sergeant Graziano for his involvement in the apprehension of the perpetrator. The Sand City police department and Sergeant Graziano were mentioned in last night's news. He also invited members of the audience interested in the placement of portable restrooms at the bike trail to attend the upcoming Public Safety Committee meeting as it will be an item for discussion.

**B. Upcoming Meetings/Events**

There were no RSVP's from the Council. The Mayor reminded the Council of the upcoming League of California Cities Conference to be held at the San Jose Convention Center, September 30 to October 2, 2015.

**AGENDA ITEM 11, CLOSED SESSION**

The Acting City Attorney deemed there was no need for closed session.

**AGENDA ITEM 12, ADJOURNMENT**

Motion to adjourn the meeting was made by Council Member Blackwelder, seconded by Council Member Kruper. There was consensus of the Council to adjourn the meeting at 6:45 p.m. to the next regularly scheduled Council meeting on June 16, 2015 at 5:30 P.M.

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Connie Horca, Deputy City Clerk

AGENDA ITEM

5C

**Public works**  
**Monthly Activity Report**  
**May, 2015**

This report is to inform you of the activities and projects being accomplished by the Sand City Public Works Department.

**Routine Public Works Functions:**

- Clean City Hall offices, kitchen and bathrooms.
- Check city for any needed repairs.
- Blow leaves and debris from City Hall and Park. Keep park bathroom clean and open.
- Remove weeds around City Hall and Park.
- Supervise Hope Crew to maintain city streets.
- City vehicle maintenance. ( Gassing up city vehicles, washed, and frequent oil changes)
- Water plants inside City Hall.
- Set up Council Chambers for meetings.
- Take recyclables to the recycle center.
- Check the city for homeless encampments and loose shopping carts.
- Fill out Daily reports.
- Open and lock up the outside bathroom and the corporation yard at the end of the day and turn on the tool shed light.
- Better Management Practices. ( keeping our eyes open for illicit discharges or any waste going into the storm drains)
- Blowing the bike paths and emptying the trash cans citywide.
- Watering the trees citywide.
- Send the well readings to the City Engineer.

**Special Public Works Functions:**

- Set up the Council chambers for a swearing-in ceremony for the new police chief. We cut up food, made coffee and put out refreshments. We cleaned up the Council chambers after the ceremony was over.

 6-5-15

- Removed the sand out of the gutter along sand dunes drive.
- We picked up new hydrant keys and vests at Fastenal.
- Picked up a lock from Home Depot to replace a broken one on the Taser locker at the Police Department.
- We sanded all the mural signs at City Hall, Monterey road, the Desal plant, and Contra Costa and also sealed it with a lacquer spray.
- We cut a tree along California with a homeless encampment underneath and loaded the dump truck.
- We painted the upper Ridge benches.
- We picked up food from Costco for a council meeting.
- We checked the bike path for a complaint about an animal hole and filled it back in with sand.
- We helped remove a fridge and put a cord in for a heater for Nancy.
- We called the operation manager in Santa Cruz and emailed him about ATV questions.
- We weed eated the Contra Costa mural, Monterey road mural and on Playa.
- We cut off dead branches around City Hall.
- We had a delivery of two ping-pong tables and took them to the Carol building and then we put them together.
- We went by MPE with Officer Bushnell and Gino from MPE about a homeless encampment.
- We showed the new chief around the Corporation yard and the Carol building.
- We met with Comcast at the Corporation yard about the Corporation yard phones and they said we would need a phone company to fix the problem.
- We gave M.R.E literature to the chief to replace the existing old M.R.E's.
- We spoke with Debbie from the county health department about a sewer smell it Shasta near Gino's imports and contacted County sanitation to take of the problem.
- We called Cal lighting and got a price for cement light poles for the next fiscal budget.
- We used two ATVs from PM landscape to clean up a homeless encampment that was on the beach. Officer Bushnell and Sgt. Allen deemed three bags of personal belongings to be stored and the rest as garbage. We put the three bags at the Carol building for safekeeping.
- We put together a balance chair for City Hall.
- We brought a bike over from the Corporation yard to the Police Department that was held for safekeeping.
- We dropped off unit 95 to automotive specialists to get a quote on what needs to be fixed.
- We counted the T-shirts for the West End and organize the Conex at the Corp. Yard.

- We dropped off the cake list to Costco for the city barbecue.
- We contacted Cal am about a water bill from the community garden and asked for a more detailed water usage bill in which they provided an hourly reading.
- We patched to potholes on the bike path at sand dunes and Monterey road.
- We edged plants on sand dunes.
- We placed drifting sand signs on sand dunes drive and the bike path on the upper Ridge.
- We sent emails to Andrew from Santa Cruz about ATV info from Craig and spoke to the fleet coordinator at the city of Monterey about ATV information.
- We put up canopies at City Hall for the barbecue along with 15 barricades along Sylvan and ocean view with no parking signs on them.
- We contacted Sgt. Mike Medina in Santa Cruz about ATV questions.
- We transported the ping-pong tables to the City Hall Conex.
- We brought carpet squares and put them in the Conex also.
- We picked up the T-shirts for the barbecue from fashion streaks and counted them.
- We brought umbrella stands, water, containers, and signs to the Council chambers for the barbecue.
- We checked on prices at Home Depot for flowers and clamps for the barbecue and purchased them.
- We brought umbrellas, the cooler and boxes with chalk to the Council chambers for the barbecue.
- We spoke with Frank about the Sand city logo for the information booth tent for the West End event.
- We put tables and chairs in the Council chambers for the barbecue.
- We put up a canopy for the food area at City Hall.
- We placed barricades around Sylvan to block off the streets.
- We put ice cream in the Council chambers for the barbecue.
- We filled up sandbags for the umbrella stands and the barbecue signs.
- The day of the barbecue we put up tables and chairs, put tablecloth's with clips on the tables, put cups with flowers and sidewalk chalk on the tables, put mats around the bounce house area, filled the drink containers as needed, put out garbage cans and emptied them as needed, blocked off the streets with barricades, picked up the cakes and ice, and all other jobs assigned.
- After the barbecue we picked everything up and put it away in its proper place.
- We cleaned out the drink containers and shrink-wrapped the ping-pong tables.
- We got prices on the cones and barricades from Tapco and Fastenal.
- We picked up a chair from Office Depot for the chief and put it together for him.
- We put a chair together for Nancy and helped her move files.

- We had a phone call from Leon and Vito about debris entering a storm drain on Catalina and we picked up the clay and swept up what we could.
- We got a new quote from Fastenal for cones, called Aztec for prices on storage containers and received a quote, and contacted green rubber about a water tank quote.
- We cleared out the trunk of unit 95 and put seats in the back for pursuit North to install them.
- We made an appointment with 3L lighting for LED lights on the bike path.
- We made a street name sign sheet and called Kyle from Safeway sign for more information.
- We spoke with American lock and key about the Police Department door.
- We brought unit 95 to Pittsburgh and came back in the SUV.
- We met with Bill from 3L on the bike path and installed an LED 14 W light fixture to see if it works for us.
- We secured boards around the park with screws.
- We checked on prices for 5 inch peeler poles at M&S.
- We took the SUV to automotive specialists for an oil change and a brake job.
- We spoke with Kyle from Safeway signs and received a quote after figuring out all the details.
- We called Silva about poles for the signs around Sylvan.
- We got colors to paint the park railings at Kelly Moore.
- We checked on prices for arrows to line stripe the city.
- We met with DSA electric on the bike path and went over what needs to be done to fix the lights.
- We picked up wood and bolts to replace the railings at Home Depot.
- We removed a crew working sign on Playa and drifting sand signs on sand dunes drive.
- We removed all the 4 x 4's that were rotten at the park and replaced them along with new two by sixes and two by fours that were also rotten.



**AGENDA ITEM**

**5D**

SAND CITY POLICE DEPARTMENT

MONTHLY REPORT

Date: June 16, 2015

To: The Honorable Mayor and City Council Members

From: Brian Ferrante, Chief of Police

Subject: Police activity for the month of **May 2015**

This report presents a condensed overview of the Sand City Police Department's operational and administrative activities. It is an approximate analysis and not conclusive.

**CRIMINAL OFFENSES REPORTED**

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
Homicide	0	1	2	0
Rape	0	0	0	0
Robbery	1	0	2	1
Assault/Battery	0	0	1	5
Battery (spousal)	0	0	0	1
Burglary (commercial)	0	0	2	4
Burglary (residential)	0	1	2	1
Burglary (vehicle)	5	2	9	11
Theft (petty)	9	9	33	46
Theft (grand)	3	2	9	10
Theft (vehicle)	1	1	3	2
Vandalism	1	0	4	8
Arson	0	0	0	0
Forgery/Counterfeiting	0	0	1	0
Fraud/Embezzlement	1	1	10	10
Health/Safety Viol.	0	1	3	1
Business/Prof.	0	1	2	0

**ARRESTS**

Adult Felony	0	2	6	6
Adult Misdemeanor	10	9	35	36
Juvenile Felony	0	0	0	0
Juvenile Misdemeanor	0	1	2	8
Warrants	6	4	16	11
Drunk Driving	0	0	1	1

**CITATIONS**

Traffic Violations	23	18	83	116
Parking Violations	25	40	164	139
Sand City Muni Code	0	0	4	3
Warrants	1	0	3	4

**TRAFFIC ACCIDENTS**

Non-Injury	8	5	31	30
Injury	2	0	5	0
Fatal	0	0	0	0
Hit/Run (property damage)	0	1	3	2

69-11

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
<b>MISCELLANEOUS CALLS FOR SERVICE</b>				
Alarms (commercial)	14	12	52	41
Security checks (comm)	9	4	28	27
Security/welfare checks	20	9	66	76
Animal Complaints	3	5	20	23
Suicide(attempted)	0	0	0	0
Suicide(completed)	0	0	0	0
Vehicle (tow/abatement)	4	4	17	19
Medical Emergencies	16	13	69	56
Fire Emergencies	2	3	13	6
Civil/Peace Disturbances	27	22	135	150

Peace disturbances: Includes complaints of transients, family, landlord/tenant, neighbor and customer disputes.

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**ALL OTHER CALLS FOR SERVICE**

Complaint initiated	75	65	369	292
Officer initiated	134	114	624	472

**AGENDA ITEM**

**5E**

**CITY OF SAND CITY**

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**STAFF REPORT**

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**JUNE 2, 2015**  
**(For Council Meeting on June 16, 2015)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate Planner**

**SUBJECT: Monterey County Used Oil Recycling Program and Block Grant Application**

**BACKGROUND**

The Monterey County Health Department implemented a used oil recycling program on behalf of its member cities within Monterey County since the early 1990s. The City of Sand City has been an ongoing participant of this program for the collection of used motor oil. Each year, the County applies for State grant funds to implement this oil collection/recycling program. The County typically applies on behalf of its various member cities, and pools that funding together. The County Health Department is requesting Sand City's authorization to apply for the next fiscal year (FY 15-16) grant funds on behalf of Sand City to implement the program (see Attachment 1).

**RECOMMENDATION**

Staff recommends the City Council adopt the attached Resolution, authorizing the County of Monterey to submit a grant application to the California Department of Recycling and Recovery (CalRecycle) for FY 15-16 for the County's Used Oil Recycling Program on behalf of the City of Sand City.

Attachments:

- 1) County of Monterey request correspondence, dated May 26, 2015
- 2) Draft Letter of Authorization
- 3) Cal-Recycle FY 2013/14 Annual Report Summary
- 4) Draft Resolution authorizing the County to apply on behalf of Sand City.

# ATTACHMENT 1

# MONTEREY COUNTY

DEPARTMENT OF HEALTH Ray Bullick, Director

ANIMAL SERVICES  
BEHAVIORAL HEALTH  
CLINIC SERVICES

EMERGENCY MEDICAL SERVICES  
ENVIRONMENTAL HEALTH

PUBLIC HEALTH  
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN



May 26, 2015

Charles Pooler  
Associate Planner  
City of Sand City  
City Hall  
1 Sylvan Park  
Sand City, CA 93955

RECEIVED

MAY 29 2015

CITY OF SAND CITY

**Re: Request for Letter of Authorization for Oil Payment Program 6<sup>th</sup> Cycle, FY 2015-2016**

Dear Mr. Pooler:

Each year we request a letter of authorization from the City Administrator or designee authorizing Monterey County to execute all documents necessary to continue to implement the annual Used Oil Payment Program (OPP) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by July 15, 2015** to ensure timely submittal to CalRecycle.

For over 15 years, the Monterey County Environmental Health Bureau (MCEHB) has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2013-2014 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights from last year's program activities:

- Improved the oil and bilge pump out system at Monterey Bay Boatworks,
- Contracted with Save Our Shores to provide outreach to boaters at lakes and marinas,
- Continued promotion of the program through various media outlets including radio, newspaper and online.

Continuing to pool funds allows the both the Cities and County to continue to achieve greater efficiencies by maximizing resources, allowing consistency in outreach efforts and preventing duplication of labor. I look forward to continue working with your city in providing used oil and filter recycling services to our community.

Please contact Gabriela Carbajal, Environmental Health Specialist II at (831) 755-8909 should you need further information regarding this program.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Ramirez".

John Ramirez, REHS, MPA  
Director of Environmental Health

cc: File  
Enc: FY 2013-2014 Annual Report Summary  
Sample Authorization Letter

# ATTACHMENT 2





June 17, 2015

John Ramirez, REHS, MPA  
Director of Environmental Health  
1270 Natividad Road  
Salinas, CA 93906

RE: Authorization letter for the Used Oil Payment Program Program 6<sup>th</sup>  
Cycle - FY 2015-2016

Dear Mr. Ramirez:

The City of Sand City hereby authorizes the County of Monterey to submit a regional application to the California Department of Resources and Recovery (CalRecycle) for the Used Oil Payment Program on its behalf. The County of Monterey is hereby designated as the lead agency for the Used Oil Payment Program, and is authorized to execute all necessary applications, documents, contracts, payment requests, agreements, and amendments hereto for the purposes specified in the grant application to implement that grant under the Used Oil Payment Program Cycle 6 (OPP6).

City Hall  
1 Sylvan Park,  
Sand City, CA  
93955

Administration  
(831) 394-3054

Planning  
(831) 394-6700

FAX  
(831) 394-2472

Police  
(831) 394-1451

FAX  
(831) 394-1038

Incorporated  
May 31, 1960

Sincerely,

**DRAFT**

Charles Pooler  
Associate Planner

cc. Todd Bodem, City Administrator

# **ATTACHMENT 3**

Local Government Oil Payment Program (LoGOPP) v3.11.1

Authorized Use Only

Home | Reports | Help | Sign Out

Home > Annual Reports > Oil Collection

- Home
- Jurisdictions
- Applications
- Annual Reports
- Block Grant (BG) Annual Reports
- Grant Forms
- Resource Documents

## OPPO Annual Report Oil Collection: Monterey County (2013/14)

Summary Collections Expenditures In-Kind Consultants Highlights Training Documents

**Instructions**

Complete the Oil Collection Data and Summary table and the Program Collection Requirements section. Report Oil and Filter Collection Data by calendar year. Select at least one of the options in the Program Collection Requirement section and if the "CCC site visit" is selected, state the number of site visits.

### Oil Collection Data and Summary

<u>Collection Type</u>	<u>Oil (gallons)</u>	<u>Oil filters (number)</u>
<input checked="" type="checkbox"/> Certified Collection Centers (DIYer only)	<input type="text" value="96,508"/>	<input type="text" value="28,996"/>
<input checked="" type="checkbox"/> PHHW and ABOPS (Certified and Non-Certified)	<input type="text" value="12,792"/>	<input type="text" value="3,894"/>
<input checked="" type="checkbox"/> Agricultural Collection	<input type="text" value="5,525"/>	<input type="text" value="15,250"/>
<input checked="" type="checkbox"/> Non-certified facilities (Non-Ag)	<input type="text" value="0"/>	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Temporary or Mobile (Temp or Mobile Event)	<input type="text" value="0"/>	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Residential (Curbside or door-to-door)	<input type="text" value="17,160"/>	<input type="text" value="10,393"/>
<input checked="" type="checkbox"/> Marinas	<input type="text" value="1,200"/>	<input type="text" value="1,000"/>
<input checked="" type="checkbox"/> Other (Load-Check, Airport, etc.)	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>Total</b>	<b>133,185</b>	<b>59,533</b>

To assist in completing the gallons of oil claimed, the most current oil claims data can be accessed from CalRecycle's [Claim Data Search Tool](#).

Conversion Factors: One 55-gallon drum of uncrushed filters equals 250 filters and one 55-gallon drum of crushed filters equals 750 filters. One (1) filter equals 1.5 pounds. One (1) gallon of used oil equals 8.5 pounds

### Program Collection Requirements

Please check the appropriate box(s) if your Used Oil Program performs the following:

- Curb Side Pick-up
- Conduct CCC Site visits, enter number of Sites visits

\*Do not submit/send your completed CCC site visit checklist forms (CalRecycle 664 or 665) to CalRecycle, but retain them for a minimum of three years after closeout of the OPP term for audit purposes.

Local Government Oil Payment Program (LoGOPP) <https://secure.calrecycle.ca.gov/LoGOPP/>  
Contact: [Grant Assistance](#) (916) 324-8867



# Annual Report Summary

Recipient/Jurisdiction: Monterey County

Status: Open

Fiscal Year: 2013/14

Program Advisor: Batavia, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	96,508	28,996
PHHW and ABOPS	12,792	3,894
Agricultural Collection	5,525	15,250
Residential Collection	17,160	10,393
Marinas	1,200	1,000
<b>Oil Collection Total:</b>	<b>133,185</b>	<b>59,533</b>

## Expenditures

**PAYMENT NUMBER : OPP3-12-0192**

	<b>BEGINNING BALANCE</b>	<b>103,663.63</b>
<b>Collection</b>	Collection - Permanent	10,300.42
	Residential/Curbside	1,471.93
<b>Compliance/Inspection/Visit/Enforcement</b>	Certified Center Compliance	1,246.29
<b>Education</b>	Events	7,792.37
	Publicity and Education Including OutReach	27,636.26
	Materials/Premiums	217.97
<b>Materials</b>	Education - Equipment/Supplies/Oil Collection/Containers	36,272.65
<b>Administration Costs</b>	Administration of Oil Payment Program	9,301.77
	Overhead	9,423.97
	<b>REMAINING BALANCE</b>	<b>0.00</b>

**PAYMENT NUMBER : OPP4-13-0251**

	<b>BEGINNING BALANCE</b>	<b>138,934.00</b>
<b>Education</b>	Publicity and Education Including OutReach	4,793.19
<b>Materials</b>	Education - Equipment/Supplies/Oil Collection/Containers	49,064.54
<b>Administration Costs</b>	Overhead	5,385.77
	<b>REMAINING BALANCE</b>	<b>79,690.50</b>

## Program Highlights

*Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?*

The Used & Oil and Filter Recycling Program in Monterey County continues to stress the importance of recycling both used oil and filters. During the 2013 calendar year, the County of Monterey has continued its efforts in educating our residents about the importance of recycling used oil and filters.

1. Hosted two (2) Used Oil Filter Collection events in the following Cities:
  - a. Gonzales - Attended the annual Gonzales Cleanup where city residents are allowed to recycle, drop off reusable items, dispose of bulky trash, and drop off household hazardous waste. Monterey County Used Oil Program set up a filter exchange event in partnership with AutoZone. Eight filters were exchanged for new filters.
  - b. Greenfield - Attended the first annual Greenfield cleanup where city residents were allowed to recycle, drop off reusable items and clothing, drop off hazardous household waste and dispose of large bulky items. The Monterey County Used Oil program was able to set up a filter exchange in conjunction to this event with the participation of a nearby Napa Auto Parts Store (Greenfield Parts & Service) and The Salinas Valley Solid Waste Authority. Although Greenfield does not have a certified collection center, The SVSWA was able to take the old filters and used oil as part of their HHW collection and Napa Auto exchanged the coupons for new filters. This event was a great success. Overall we gave out 33 vouchers and 25 were redeemed. Thirty oil & filter collection jugs were given out.
2. Place print advertisement with the following newspapers to promote used oil and filter recycling for the Agricultural Used Oil Program
  - a. Soledad Bee - 52 ads
  - b. King City Rustler - 52 ads
  - c. Greenfield News - 52 ads
  - d. Gonzales Tribune - 52 ads
3. Placed radio advertisements with the following radio stations
  - a. KRKC - 1920 ads
  - b. KLOK-FM - 240 ads
4. On-line advertisements
  - a. www.KSMSTV.com
1. Online banner for 200 days
5. Participated in Marina Earth Day - shared information about the curbside collection program and provided oil jugs, funnels, rags, filter wrenches etc.
6. Participated in Ag Expo - provided Ag funnels and collection site information.
7. Improvement for Oil and Bilge Pump out systems at Monterey Bay Boatworks, Monterey Harbor
8. Purchased Oil rags and filter wrenches as giveaway materials for the program.

***Did you increase or decrease used oil and filter collection compared to last year? How much and why?***

**Overall:**

- Overall, total collection of used oil and filters has increased in 2013 compared to 2012.
- Total gallons of used oil collected in 2013: 133,185 gallons. This was a 11.56% increase in used oil collection compared to the 2012 calendar year
- Total number of used oil filters collected in 2013: 59,533 filters. This was a 20.37% increase in used oil filters compared to the 2012 calendar year.

In general, used oil and filter collection at Certified Collection Centers increased while collection at HHW, Ag and curbside decreased. Non-certified centers (e.g., private auto repair/service businesses) have not been tracked as part of our program in recent years.

Collection trends for each collection type are detailed below:

**Certified Collection Centers:** 33 certified collection centers were in operation during 2013, however only 20 reported collection amounts. Therefore the information below is based on reported figures. Actual figures would be higher but are not available. Based on reported information the overall figures are:

- Total gallons of used oil collected: 96,508 a 26.78% increase in used oil collection compared to 2012 calendar year
- Total number of used oil filters collected: 28,996. This was a 260.42% increase in used oil filters collected compared to 2012 calendar year

The amount of used oil collected reported by certified centers increased by 26.78% in spite of the lack of reimbursement claims submitted by smaller collection sites. Only twenty (20) sites submitted oil reimbursement claims; this is similar to reporting rates in previous years. Service bays such as Jiffy Lube receive a significant amount of abandoned oil but fail to log it as DIY oil. Oil filter collection has also increased by 260.42%. This is partly due to AutoZone's willingness to share collection data in 2013. AutoZone opened its eighth store in Monterey County in the City of Marina. During 2013, AutoZone operated a total of eight stores in Monterey County and their stores collect 70.6% of the total oil collected at CCC's.

**PHHW and ABOPs operated by Joint Powers Authorities (Landfills)**

Both the SVSWA sites and the District HHW are non-certified sites however collection information is available and is reported here:

- Total gallons of used oil collected: 12,792
- 3.35% decrease in used oil collection compared to 2012 calendar year
- Total number of used oil filters collected: 3,894
- 33.98% decrease in used oil filters collected compared to 2012 calendar year

The HHW/ABOP's operated by the Salinas Valley Solid Waste Authority (SVSWA) experienced a decrease in oil collection by 9.13%. There was also a 21.18% decrease in filters collected compared to 2012. Note the SVSWA reports their filter data in pounds not by count.

The Monterey Regional Waste Management District (District) owns and operates the HHW located at the Marina Landfill. This location had a 2.99% increase in used oil and 4.54% decrease in filters.

**Agricultural Collection Centers (3 locations throughout County)**

- Total gallons of used oil collected: 5,205
- 45.57% decrease in used oil collected compared to the 2012 calendar year
- Total number of used oil filters collected: 15,250
- 21.79% decrease in used oil filters collected compared to the 2012 calendar year

During the 2013 calendar year, Monterey County continued advertisement of our Agricultural centers. Unfortunately our busiest center, Sturdy Oil (located in Salinas), opted to use an alternative oil collection company different from the one paid for by the County because they would be able to get paid for the oil they collect. Staff has attempted to obtain collection data from Sturdy Oil but they have not been responsive. This is the primary reason for the dramatic drop in the figures collected from Ag centers.

**Non-certified Centers**

No oil or filters data was collected from, or reported by, these locations.

**Residential**

**Overall:**

- Total gallons of used oil collected: 17,160
- 9.00% decrease in used oil collected compared to the 2012 calendar year
- Total number of used oil filters collected: 10,393
- 28.40% decrease in used oil filters collected compared to the 2012 calendar year

Residential curbside collection is supported by the oil program and all Waste Haulers. A breakdown of curbside collection is as follows:

**Republic Services – serves the City of Salinas**

- Total used oil collected: 5,139
- 19.312% decrease in used oil collected compared to 2012 calendar year
- Total number of used oil filters collected: 1,500
- 70% decrease in used oil filters collected compared to the 2012 year

**Monterey City Disposal – serves the City of Monterey and Spreckles Community Service District**

- Total used oil collected: 1,040
- 34.96% decrease in used oil collected compared to 2012 calendar year
- Total number of used oil filters collected: 1,141
- 33.67% decrease in used oil filters collected compared to the 2012 year

**Tri-Cities Disposal – serves the Cities of Soledad, Gonzales and Greenfield**

- Total used oil collected: 6,472
- 10.784% increase in used oil collected compared to 2012 calendar year
- Total number of used oil filters collected: 6,820
- 4.86% decrease in used oil filters collected compared to the 2012 year

**Waste Management**

- Total used oil collected: 4,510
- 13.55% increase in used oil collected compared to 2012 calendar year
- Total number of used oil filters collected: 1,132
- 30.12% increase in used oil filters collected compared to the 2012 year

Overall, curbside used oil collection was down. Monterey County will continue to partner with haulers to provide a uniform program that residents will keep using. During the 2014 calendar year, Monterey County will increase outreach activities to promote the curbside program.

**Marinas**

- Total used oil collected: 1,200
- 41.32% decrease in used oil collected compared to 2012 calendar year
- Total number of used oil filters collected: 1,000
- 42.86% increase in used oil filters collected compared to the 2012 year

During the 2013 calendar year, Monterey County upgraded the existing oil and bilge pump-out systems at Monterey Bay Boatworks. The overhaul included installing two double wall 500 gallon tanks with double wall piping. This system upgrade included a positive shut off overflow visual and audible alarm with leak detection for secondary containment. This new system will contain any oil and bilge spill to prevent leaks into our marine sanctuary.

In addition, Monterey County began preliminary work on a contract to utilize Save Our Shores to survey boaters and provide outreach on behalf of Monterey County to boaters at our lakes and marinas. This work occurred during 2014 and will be described in next year's report.

***Were there any program changes from this year to last year?***

Monterey County has not changed any programs from last year.

***If you dropped a program or method, why do you think it didn't work?***

No programs were dropped during this reporting year.

***What program or method has worked best for you?***

Monterey County has continued our approach to reach a wide array of residents by continuing to advertise in Spanish language media and print ads. Furthermore we have re-established our partnership with Save Our Shore to provide outreach to boaters at Marinas within the County.

***Did you develop any best practices or techniques to share with other grantees?***

Not at this time.

***What can CalRecycle do to help you? Or what would you like to see modified to better assist you?***

As mentioned in previous annual reports, Environmental Health continues to receive comments from managers who find it difficult to fill out and return Incentive (reimbursement) forms. Monterey County would like assistance or training how we can better assist our local certified centers. We also hear that, regardless if there are signs out trying to deter customers from leaving used oil during closed hours, some centers are still victimized by abandoned oil. This does not allow employees to screen the quality of the oil for contaminants leaving the business subject to high disposal costs. Monterey County feels that this might be an issue that could cross county boundaries and that policies to address this issue can be addressed by the state.

**Annual Report Certification**

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

X

\_\_\_\_\_  
*Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)*

8-12-14  
\_\_\_\_\_  
Date

Ray Bulluck, Director of Health  
\_\_\_\_\_  
Print Name

**IMPORTANT!** Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

# **ATTACHMENT 4**



CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2015

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE MONTEREY COUNTY HEALTH DEPARTMENT TO APPLY FOR STATE BLOCK GRANT FUNDING ON BEHALF OF SAND CITY TOWARDS THE COUNTYWIDE USED OIL RECYCLING PROGRAM

WHEREAS, since 1993, the County of Monterey has implemented a county-wide used oil and filter collection program throughout the cities and unincorporated area of Monterey County, servicing residential neighborhoods, agricultural and marine communities by a network of collection centers and a curbside collection program; and

WHEREAS, each year, the Monterey County Health Department applies for block grant funding from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of its member cities, for implementing the used oil collection program; and

WHEREAS, Sand City has been an ongoing participant and recipient in the Countywide used oil recycling program; and

WHEREAS, the County Health Department is preparing to submit its application to the California Department of Resources Recycling and Recovery (CalRecycle), Fiscal Year 2015-16 Block grant funds, and is requesting all of its participating cities, including the City of Sand City, to provide a 'Letter of Authorization' for the County to apply on their behalf for the purpose of pooling those funds together.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Sand City that it does hereby authorize the County of Monterey Health Department to submit an application to the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of Sand City, for Fiscal Year 2015-16, and City staff is directed to prepare and submit to the County a 'Letter of Authorization'.

PASSED AND ADOPTED by the City Council of Sand City this \_\_\_ day of June, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
David K. Pendergrass, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**AGENDA ITEM**

**5F**

# CITY OF SAND CITY

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## STAFF REPORT

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**JUNE 2, 2015**  
**(For City Council Review on June 16, 2015)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate Planner**

**SUBJECT: Budget Allocation for MST's Taxi Voucher Program - FY 2015-16**

### **BACKGROUND**

Monterey-Salinas Transit (MST) offers a reduced cost option to seniors residing on the Monterey Peninsula for limited taxi service. Sand City had initially dedicated an initial amount of \$300 for the trial period during Fiscal Year (FY) 2011-12, followed by another \$300 for FY 2012-13; but then increased to \$500 for FY 2013-14 and FY 2014-15. As this fiscal year closes, another dedication of funds is due. An explanation of how the program works is attached.

### **DISCUSSION**

Since commencement of voucher distribution at City Hall, a single resident has been obtaining vouchers. The Planning Department maintains a log book of all distributed vouchers from City Hall. Vouchers are valued at \$17.00 (even if the use is less than the cost of the distance traveled). Sixteen (16) vouchers were issued in FY 2012-13, which equates to \$272 in vouchers. In FY 2013-14, twenty-four (24) vouchers were distributed, totaling \$408. In FY 2014-15, ten (10) vouchers were issued, a total value of \$170. The decreased number of vouchers issued this fiscal year was due to 1) staff rationing out vouchers on hand at City Hall, and 2) a temporary hold by MST in distributing new vouchers while they were reacquiring grant funding for this program. As of April 2015, the City's supply of vouchers was replenished by MST. Staff is requesting an allocation of \$500 for the upcoming 2015-16 Fiscal Year, which is the same amount as last year. It should be noted that there remains a continuous use of vouchers from non-residents for "pick-ups" at the shopping centers, indicating that taxi service participants from neighboring cities are shopping in Sand City.

### **RECOMMENDATION**

Staff recommends **APPROVING** a budget allocation of **\$500** for Fiscal Year 2015-2016 to continue Sand City's participation in the Monterey-Salinas Transit (MST) Taxi Senior Voucher Program. Funding to be allocated from the Community Outreach account.

#### **Attachments:**

1. Description of how the voucher program works.
2. Draft resolution dedicating funds for FY 2015-2016

## HOW IT WORKS

Qualified persons can obtain MST taxi vouchers free of charge to travel within their local community. These vouchers will be available in the city in which you reside and you must present a picture ID when you request vouchers. Once you have vouchers, print your name legibly on the appropriate line and then sign your name on each voucher. See sample voucher below:

presented in lieu of cash. You must also present a picture ID to the driver. The driver will make sure you have completed all information required on the voucher, including your signature. You will need one voucher for each one-way trip.

The voucher is payment for the rest of your trip, regardless of the length, up to

passenger and all are traveling together from beginning to end. You may also want to make arrangements for your return trip with your taxi driver when you arrive at your destination. On your return trip, you must present another completed taxi voucher and pay another \$3.00 co-payment.

### TAXI VOUCHER SERVICE AREAS

MONTEREY-SALINAS TRANSIT TAXI VOUCHER	
Please Present Your Picture ID To The Taxi Driver • Voucher Must Be Completed Fully and Legibly	
Driver:	Driver: Signature
Passenger: <b>Molly Brown</b>	Passenger: <i>Molly Brown</i>
Total Passengers: #	Date: / / Time: : : <input type="checkbox"/> AM <input type="checkbox"/> PM
Pick Up Address:	City:
Meter Reading	Mileage
<input type="checkbox"/> Cash <input type="checkbox"/> MST-RIDES Ticket Payment	

Taxi vouchers are valid for use within one of the two areas listed below. The taxi voucher trip must originate and terminate within only one of these two areas.

AREA 1: Anywhere within the city limits of Salinas.

AREA 2: Anywhere within the inclusive city limits of Del Rey Oaks, Monterey, Sand City, and Seaside as long as the trip originates and terminates in one of these cities.

### HOW DO I GET VOUCHERS

Each city will determine where and how vouchers will be dispersed to qualified passengers. Call MST at 1-888-MST-BUS1 (1-888-678-2871) for current dispersion locations and telephone numbers for authorized taxi providers.

a fare meter reading amount of \$17.00.

You are responsible for paying any amount above the \$17.00 metered amount. However, the voucher program is designed so that most trips will not require any payment beyond the \$3.00 co-payment.

A voucher holder may bring others along at no further charge as long as there is appropriate seating for each

When you are ready to ride, call a taxi provider authorized to accept vouchers in your area and give yourself plenty of extra time as a taxi may not be immediately available when you call.

Upon arrival of your taxi, you must announce your intention to use a taxi voucher and must also make a \$3.00 cash co-payment to your driver. A \$3.00 MST RIDES ticket can be

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A BUDGET ALLOCATION OF \$500 FOR THE SENIOR VOUCHER PROGRAM FOR TAXI SERVICE AS OFFERED BY THE MONTEREY-SALINAS TRANSIT (MST)**

**WHEREAS**, Monterey-Salinas Transit (MST) offers a reduced cost option to seniors residing on the Monterey Peninsula for limited taxi service, of which Sand City had dedicated an initial amount of \$300 for the trial period during the 2011-2012 Fiscal Year (FY), followed by another \$300 for FY 2012-2013, and then increased to \$500 for FY 2013-2014 and FY 2014-15; and

**WHEREAS**, a total of twenty-four (24) vouchers were issued within the 2013-2014 Fiscal Year, at a cumulative value of \$408, and ten (10) vouchers were issued in Fiscal Year 2014-2015 at a cumulative value of \$170; and

**WHEREAS**, non-resident voucher program participants from outside Sand City continue shopping at the City's shopping centers, contributing to the City's tax base; and

**WHEREAS**, another allocation of \$500 for the 2015-2016 Fiscal Year is recommended for continued participation of the taxi voucher program, which reflects Sand City's residential participation; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Sand City to approve a budget allocation of \$500 for the MST Senior Voucher taxi service program for the 2015-2016 Fiscal Year, and directs the City Administrator to expend those funds from the Community Outreach account.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_ day of June, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
David K. Pendergrass, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**ATTACHMENT 2**

AGENDA ITEM

5G

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 9, 2015  
**Subject:** Resolution of the City Council of Sand City Authorizing Renewal of a Contract with BLC Partners, LLC for Human Resources Management Services

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## **Background**

Over the past 8 years, Sand City has utilized BLC Partners, LLC to update and administer personnel management regulations and procedures. The City is in ongoing need of periodic expert assistance in the personnel management field, and the ability to call upon them for assistance in areas that need specific guidance.

City staff has maintained an excellent working relationship with BLC Partners, LLC, and they have proved to be a dependable and professional firm in handling the City's personnel consulting needs. These include annual review of HR documentation/collateral/concerns, e.g., handbook, policies, and procedures. Continuation of these services for the next fiscal year will best serve our personnel management needs.

The agreement and compensation between the City and BLC Partners, LLC is to provide continual and periodic expert assistance and service in personnel management between July 1, 2015 to June 30, 2016, for an annual fee in the amount of \$2,500.

## **Staff Recommendation**

It is recommended that the City Council adopt the Resolution approving the renewal of the contract with BLC Partners, LLC for Human Resource Management Services for Fiscal Year 2015-16.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING RENEWAL OF A CONTRACT WITH BLC PARTNERS, LLC FOR  
HUMAN RESOURCES MANAGEMENT SERVICES**

**WHEREAS**, the City of Sand City needs to continuously update and administer personnel management regulations and procedures; and

**WHEREAS**, the City of Sand City is in need of periodic expert assistance in the personnel management field; and

**WHEREAS**, for 8 years, Sand City has contracted with LaTonya Olivier formerly TPO Human Resources for human resource/personnel management services; and

**WHEREAS**, it has been determined that LaTonya Olivier now with BLC Partners, LLC has the necessary expertise and experience to provide the necessary human resource/personnel management services; and

**WHEREAS**, BLC Partners, LLC will provide an annual review of human resources documentation/collateral/concerns, e.g., handbook, policies and procedures; and

**WHEREAS**, La Tonya Olivier of BLC Partners, LLC has offered and agreed to provide the prescribed human resources services as listed in the attached agreement on an ongoing, annual membership basis.

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

1. The attached "contract for ongoing services" (Exhibit A) is hereby approved for an annual fee of \$2,500. This membership service agreement will be reviewed and reconsidered in June, 2016.
2. Under the annual membership agreement, Sand City will receive a reduced membership consulting rate of \$125 per hour (or fraction thereof) for routine projects and support as well as other services/products as described in the attached agreement.
3. The Director of Administrative Services is authorized and directed to execute the attached service agreement, and will be the authorized City/company representative to work with BLC Partners, LLC.
4. The term of this agreement will be from July 1, 2015 through June 30, 2016. A twelve month period and reviewed annually. This agreement may be terminated upon 30 days' notice by either party.



**Sand City Resolution SC \_\_\_\_, 2015**

5. BLC Partners, LLC will maintain a current Sand City Business License for the duration of this contract.

**PASSED AND ADOPTED** by the Sand City Council on this 16<sup>th</sup>, day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

David K. Pendergrass, Mayor

ATTEST:

---

Linda K. Scholink, City Clerk



**BLC Partners, LLC**

*Solving Tomorrow's Problems Today*

#319

353E East 10<sup>th</sup> Street

Gilroy, CA 95020

lolivier@blcpartners.com

## CONTRACT FOR ONGOING SERVICES

The City of Sand City, California wishes to enter into an agreement with BLC Partners, LLC to provide service in the areas noted below. This contract will apply to all users of systems owned or operated by The City of Sand City except as directed by the City to be maintained under separate contracts. This contract will include the following:

**HR Support Subscription**

- Provide telephone ongoing verbal support for all HR issues of a routine nature.
- Review brief documents and provide feedback/suggested edits.
- Annual review of HR documentation/collateral/concerns, e.g. handbook, policies, procedures
- Access to HR Subscriber Support materials including informational documents and aids.
- One free attendance to HR legal update program provided by HR professional association or attorney group annually.
- One free 2 hour training annually for any designated employee group.

### TERMS and CONDITIONS

Thank you for selecting BLC Partners to provide services. This Agreement for Services outlines the general agreement between BLC and the Client services to be provided.

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

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

The Client understands and agrees that BLC employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by a Principal of BLC. The Client further agrees that in the event that any BLC employee, while still employed by us, or within ninety days of separation of employment from BLC, becomes employed by the Client, a placement fee equal to the employee's first year's salary is immediately payable to BLC upon such a hire by the Client.

In the event of changes to the Client's needs result in items that will require additional time, the Client will be notified immediately if any additional charges will be incurred. In the event BLC, its records or its employees are subpoenaed for any reason by either the Client's counsel or opposing counsel in any action, the Client will be billed for any and all actual time required to comply with any subpoena at the rate of \$200 per hour. If a principal, employee or both of BLC are required or requested to be deposed or appear at trial by either the Client or opposing counsel, client will be billed for any and all actual hours in deposition or at trial at the rate of \$225 each per hour for both the Principal and any or all BLC employees, plus applicable travel time at the Consulting rate of \$125 per hour.

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

**Subscription Price:**

HR -- \$2500 annually paid in advance  
IT, HR & Social Media Management (Twitter, Facebook, Glassdoor, etc.) - \$2675 per month

Term of Contract: Beginning \_\_\_\_\_ for a period of twelve months. This contract will renew under the same terms and conditions at the end of the original term and continue unless and until notice of change or cancellation is provided by either party to the other. Minimum 30 day notice is required of either party.

Acknowledged and Agreed upon:

\_\_\_\_\_  
LaTonya Olivier, CEO -- BLC Partners, LLC

\_\_\_\_\_  
City of Sand City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGENDA ITEM  
5H**

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# MEMO

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**TO:** City Council  
**FROM:** Todd Bodem, City Administrator   
**DATE:** June 8, 2015  
**SUBJECT:** Designation of Voting Delegate and Alternate for the  
2015 League of California Cities Conference

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The upcoming 2015 Annual League of California Cities Conference will be held on September 30 through October 2, 2015 in San Jose, California. Each year, all California cities being represented at the conference are required to appoint a voting delegate and alternate to represent their local jurisdictions. The voting delegate and alternate must be approved by Council action at its regular meeting.

It is recommended that Mayor David Pendergrass serve as voting delegate, and Vice Mayor Mary Ann Carbone serve as the alternate to represent the City of Sand City.



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

Council Action Advised by July 31, 2015

RECEIVED

May 29, 2015

MAY 29 2015

TO: Mayors, City Managers and City Clerks

CITY OF SAND CITY

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES

League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## **Annual Conference Voting Procedures 2015 Annual Conference**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





CITY: SAND CITY

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: David K. Pendergrass
Title: Mayor

2. VOTING DELEGATE - ALTERNATE

Name: Mary Ann Carbone
Title: Vice-Mayor

3. VOTING DELEGATE - ALTERNATE

Name:
Title:

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Linda K. Scholink E-mail linda@sandcityca.org

Mayor or City Clerk (circle one) Phone: 831-394-3054 ex.213
(signature)

Date:

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

**AGENDA ITEM**

**5I**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 10, 2015  
**Subject:** Resolution of the City Council Authorizing a Service Agreement for Auditor Services by Hayashi & Wayland for Fiscal Year 2014-2015

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## **Background**

The City is required to have an independent auditor perform annual audits of accounts. Hayashi & Wayland has submitted an updated services agreement for continued City Auditing Services that proposes a scope of services for performing the audit in FY 2014-15.

The cost for completing an audit of the City's accounts is estimated at \$36,000, as specified in the attached letter dated May 19, 2015. In 2012, the Governmental Standards Accounting Board issued GASB 68, that establishes new reporting requirements for State and Local governments who offer defined benefits plans to their employees which may require additional time and effort from the auditors to properly account for and apply these new audit procedures resulting in the possibility of additional costs.

Hayashi & Wayland is a certified public accounting firm, with whom the City Council has been satisfied with their previous expertise and accuracy in performing the audit on behalf of the City.

## **Staff Recommendation**

It is recommended that the Council adopt the Resolution authorizing a service agreement with Hayashi & Wayland to perform auditing services for Sand City for Fiscal Year 2014-2015.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING A SERVICE AGREEMENT FOR AUDITOR SERVICES  
BY HAYASHI & WAYLAND FOR FISCAL YEAR 2014-2015**

**WHEREAS**, the City of Sand City is in need of an independent qualified auditor to perform annual audits of accounts; and

**WHEREAS**, Hayashi & Wayland has performed an audit on behalf of the City and the former Redevelopment Agency every fiscal year since 1995-96 through fiscal year 2013-14 and has submitted a letter dated May 19, 2015, that proposes a scope of services for performing the audit for FY 2014-15; and

**WHEREAS**, the City Council is satisfied with the expertise, accuracy, and completeness of the work performed by Hayashi & Wayland; and

**WHEREAS**, the Administrative staff for the City of Sand City has reviewed the scope of services attached hereto as Exhibit A and found that the services to be provided are satisfactory and necessary to perform the required audits for fiscal year 2014-15 and to prepare the required State reports.

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

1. The attached service agreement as proposed by Hayashi & Wayland is hereby accepted.
2. Said authorization is conditioned upon the contractor performing the service at a cost not to exceed \$36,000 as specified in the attached May 19, 2015.
3. Any additional work that may be required or requested of Hayashi & Wayland will be billed at the standard hourly rates as listed in the proposal to include costs associated with proper accounting and audit procedures under the Governmental Accounting Standards Board (GASB 68), accounting and financial reporting for pensions.
4. The City Administrator is authorized and directed to enter into the attached Service Agreement with Hayashi & Wayland, Certified Public Accountants, to perform the scope of services outlined in Exhibit A for the City of Sand City.
5. Hayashi & Wayland will maintain a current Sand City Business License.

**Resolution SC \_\_\_. 2015**

**PASSED AND ADOPTED** by the Sand City Council this 16<sup>th</sup>, day of June 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
David K. Pendergrass, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk



## HAYASHI | WAYLAND

May 19, 2015

City Council  
City of Sand City  
1 Sylvan Park  
Sand City, California 93955

RECEIVED

JUN 01 2015

CITY OF SAND CITY

Attention: Linda Scholink, Director of Administrative Services

### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Sand City's (the City), governmental activities, each major fund and aggregate remaining fund information as of and for the year-ended June 30, 2015 which collectively comprise the basic financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Sand City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

### The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

- General fund
- Special revenue funds
- Fiduciary funds

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

#### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
- d. To provide us with:

- (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
- (2) Additional information that we may request from management for the purpose of the audit;
- (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the City involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RIS in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the City, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

Because Hayashi Wayland will rely on City of Sand City and its management and City Council to discharge the forgoing responsibilities, City of Sand City holds harmless and releases Hayashi Wayland, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of City of Sand City's management which has caused, in any respect, Hayashi Wayland breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **City of Sand City's Records and Assistance**

If circumstances arise relating to the conditions of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, which in our professional judgment prevent



us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data which should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts will be discussed and coordinated with Linda Scholink, Director of Administrative Services. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including adjustments to the trial balance and compilation of the financial statements. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States (GAS) require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Sand City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Linda Scholink, Director of Administrative Services, possesses suitable skill, knowledge, or experience and that the individual understands adjustments to the trial balance and compilation services to be performed sufficiently to oversee them. Accordingly, the management of the City of Sand City agrees to the following:

1. The City of Sand City has designated Linda Scholink, Director of Administrative Services, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Linda Scholink, Director of Administrative Services will assume all management responsibilities for subject matter and scope of the adjustments to the trial balance and compilation services.
3. The City of Sand City will evaluate the adequacy and results of the services performed.
4. The City of Sand City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management of the City of Sand City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

#### **Other Relevant Information**

In accordance with "Government Auditing Standards," a copy of our most recent peer review report is enclosed for your information.

### **Fees, Costs, and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel.
- b. Timely responses to our inquiries.
- c. Timely completion and delivery of client assistance requests.
- d. Timely communication of all significant accounting and financial reporting matters.
- e. The assumption that unexpected circumstances will not be encountered during the engagement.

Our fee for the services described in this letter will not exceed \$36,000 unless the scope of the engagement is changed or any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Accounts not paid within 30 days from the date of the invoice are subject to a .833% monthly finance charge. Accounts remaining unpaid will also be liable for reasonable collection costs.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate Hayashi Wayland for any additional costs incurred as a result of the employment of a partner or professional employee of Hayashi Wayland.

The City agrees not to make any offers of employment to Hayashi Wayland employees. If for any reason our employees should obtain employment with your organization during the period of this engagement, you agree to pay our firm an Employment Firm Placement Fee of 35% of the first year's annual compensation of the respective Hayashi Wayland employee.

In the event we are requested or authorized by the City of Sand City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, City of Sand City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

### **Claim Resolution**

Any claims arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of California. It is agreed by the City of Sand City and Hayashi Wayland or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Sand City shall be filed more than two years after the date of the last audit report issued by Hayashi Wayland.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of the City of Sand City's financial statements. Our report will be addressed to the Honorable Mayor and City Council. We cannot provide assurance that an

unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our reports on the City of Sand City's financial statements, we will also issue the following reports or types of reports:

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- A Independent Accountant's Report on Agreed Upon Procedures Applied to Appropriations Limit Worksheet. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements.
- The "Annual Report of Financial Transactions" for submission to the State Controller's Office. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements. You acknowledge that you have the final responsibility for this report and, therefore, you should review it carefully before you sign and file it.

This letter constitutes the complete and exclusive statement of the agreement between Hayashi Wayland and City of Sand City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements of our audit of the financial statements including our respective responsibilities.

Sincerely,



Michael B. Nolan, CPA, CFE, CGMA  
Partner  
Hayashi Wayland

Enclosure: Peer Review Report

Confirmed on behalf of the City of Sand City:

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF SAND CITY**

**Cost Proposal  
June 30, 2015**

Hayashi Wayland professional fees are based upon the time spent on an engagement at hourly rates related to the levels of experience of the individuals assigned. We believe that our rates are comparable to those of other accounting firms. However, we believe that our audit approaches and techniques provide a unique capability to achieve audit cost savings while maintaining highest quality standards.

We propose the following fees for the fiscal year ended June 30, 2015:

City of Sand City, including the Sand City Successor Agency	\$ 31,500
Controller's and Street Reports	4,100
Appropriations Review	<u>400</u>
	<u>\$ 36,000</u>

These fees assume that all the records needed for the audit are available in reasonable condition and that your staff will be available to answer questions, copy documents, and pull selected invoices, canceled checks and other files necessary for the audit.

If, during the course of the engagement, any special or additional work is required we will discuss it with you before we incur additional costs. This work will be billed as an additional charge according to our standard hourly rates as follows:

Partner Services	\$ 325/Hr.
Manager/Supervisor Services	\$ 235/Hr.
Senior Services	\$ 125/Hr.
Junior Staff and Clerical Services	\$ 100/Hr.

We will strive to keep our costs to a minimum so the City will receive the maximum benefit from our services. We look forward to a continuing professional relationship.



# CliftonLarsonAllen

## SYSTEM REVIEW REPORT

To the Partners of Hayashi & Wayland  
Accounting & Consulting, LLP and  
the CalCPA Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting, LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting, LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hayashi & Wayland Accounting & Consulting, LLP has received a peer review rating of *pass*.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Bellevue, Washington  
October 17, 2014



CLIENT'S COPY

HAYASHI | WAYLAND

RECEIVED

JUN 01 2015

May 19, 2015

CITY OF SAND CITY

City Council  
City of Sand City  
1 Sylvan Park  
Sand City, California 93955

Attention: Linda Scholink, Director of Administrative Services

In late 2012, the Government Accounting Standards Board issued GASB 68, Accounting and Financial Reporting for Pensions. This standard establishes new reporting requirements for State and Local governments who offer defined benefit plans to their employees. **Statement 68 requires governments providing defined benefit pensions to:**

- Recognize their long-term obligations for pension benefits as a liability for the first time
- More comprehensively and comparably measure the annual costs of pension benefits
- Enhance accountability and transparency through revised and new note disclosures and required supplementary information

GASB 68 covers various types of pension plans but most of our clients participate in multiemployer cost sharing plans. If your governmental agency participates in a single employer or agency plan please contact us directly for additional information related to your reporting requirements.

A cost-sharing multiple-employer plan is one in which the participating government employers pool their assets and their obligations to provide defined benefit pensions. This means that plan assets can be used to pay the pensions of the retirees of any participating employer.

Prior to implementing GASB 68, employers participating in a cost sharing plan recognized annual pension expense equal to their contractually required contribution to the plan. Pension liabilities result from the difference between contributions required and contributions made. When GASB 68 is implemented, employers will be required to recognize a liability as employees earn their pension benefits (as services are provided to the government).



City of Sand City  
May 19, 2015  
Page 2 of 2

We wanted to keep you informed about upcoming items related to implementation of this standard. CalPERS has recently provided the following information:

- You can now request and pay for your GASB 68 valuation and census report. Visit the following link to learn how to access this information.  
<http://www.calpers.ca.gov/eip-docs/employer/cir-ltrs/2015/200-018-15.pdf>
- Sample reports are also available for download at the following:  
<http://www.calpers.ca.gov/index.jsp?bc=/employer/actuarial-gasb/home.xml>

Because these new standards demand a higher level of performance, there will be mandatory changes to the way we perform audits commencing in 2015. These new standards are required to be implemented beginning in 2015. The new standards require us to perform more extensive procedures than in the past, resulting in an additional time commitment from both your employees and our audit personnel.

Our firm is devoting and will continue to devote substantial internal and external resources to training all of our audit personnel so they are able to implement this new standard as effectively and efficiently as possible.

The AICPA is in the process of developing a new chapter to be added to the Industry Audit and Accounting Guide to address the new GASB pension standards and provide guidance to us as auditors concerning the audit procedures that will need to be applied. This guidance is expected to come out in July and the late issuance may cause delays in the audit process.

- X We also expect that each agency will be unique in the time and effort required to properly account for and apply audit procedures under this new standard. Depending on the assistance needed and the materiality of the liability we estimate there may be additional costs incurred by the agency. In the next months, as we continue to develop our audit approach, we'll provide more details about how that approach will affect your agency. We are committed to working with you to pave the way for a smooth transition to the new auditing standards. If you have any questions, please do not hesitate to contact us.

We welcome the opportunity to meet with you to discuss the implications of these new auditing standards on your agency and this year's audit or future audits as well as answer any questions you may have regarding fees or other issues.

Sincerely,



Michael B. Nolan, CPA, CFE, CGMA  
Partner  
Hayashi Wayland

timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Entity's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant of which we become aware, consistent with the requirements of the standards and circular identified above.

#### **Timing of the Audit**

We have scheduled preliminary audit field work for the first week of September with final field work commencing the second week of September. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

#### **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to City of Sand City.

This communication is intended solely for the information and use of the Budget and Personnel Committee and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



Michael B. Nolan, CPA, CFE, CGMA  
Partner  
Hayashi Wayland





**CLIENT'S COPY**

## **HAYASHI | WAYLAND**

May 19, 2015

Budget and Personnel Committee  
City of Sand City  
1 Sylvan Park  
Sand City, California 93955

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Sand City's financial statements and compliance as of and for the year ended June 30, 2015.

### **Communication**

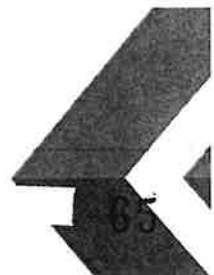
Effective two-way communication between our Firm and the Budget and Personnel Committee is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding City of Sand City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services



that may be thought to bear on independence. For example, without our permission no partner or professional employee of Hayashi Wayland is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Hayashi Wayland and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements and in determining or reporting in accordance with Government Auditing Standards and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Our Approach to Internal Control and Compliance Relevant to the Audit**

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature,

**AGENDA ITEM**

**5J**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 9, 2015  
**Subject:** Resolution Of The City Council of Sand City Approving A Contract With EMC Planning Group For Planning Review And Administrative Services For Fiscal Year 2015-16 At A Cost Not To Exceed \$60,000

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## **Background**

Prior to 2015, Sand City utilized Pacific Municipal Consultants (PMC) to provide planning services for the City. The City had been contemplating a desire to make a change in the Community Development Department and chose to move in a new direction.

Therefore, in January 2015, the City Council approved an agreement with EMC Planning Group, Inc. to assist the City in a handful of tasks, as well as some potential longer term planning needs. This decision was made due to departmental staffing changes and the need to assess its overall organization structure in the Community Development Department.

Since that time, staff has maintained an excellent working relationship with EMC Planning Group, Inc., and they have proved to be a dependable and professional firm in handling all of our consulting needs. Continuation of these services will best serve the Community Development Department. EMC Planning Group, Inc. is capable of completing all of the requested and proposed tasks in a most cost effective and efficient manner.

The agreement and compensation between the City and EMC Planning Group, Inc. for planning review and administrative services is proposed at a cost not to exceed \$60,000 for a period of July 1, 2015 to June 30, 2016.

## **Staff Recommendation**

It is recommended that Council consider adopting the attached Resolution.

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A CONTRACT WITH EMC PLANNING GROUP FOR PROFESSIONAL PLANNING SERVICES FOR FISCAL YEAR 2015-2016 AT A COST NOT TO EXCEED \$60,000**

**WHEREAS**, the City of Sand City has limited staffing capabilities within the planning department; and

**WHEREAS**, EMC Planning Group, Inc. provides quality planning and administration services as evidenced by recent work with the City of Sand City; and

**WHEREAS**, the City Council finds it economically efficient to have contract planning services that meet the demand of development-related planning needs as they may fluctuate due to economic conditions; and

**WHEREAS**, the term of the agreement shall be for the period of July 1, 2015 through June 30, 2016, at a cost not to exceed \$60,000, and

**WHEREAS**, the City of Sand City will be invoiced at the hourly rate set forth in Exhibit A attached hereto and incorporated herein by this reference; EMC Planning Group, Inc. will maintain a current business license.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Sand City hereby directs the City Administrator to enter into the Agreement for Planning Related Consulting Services with EMC Planning Group, Inc., shown as Attachment 1 at a cost not to exceed \$60,000 for fiscal year 2015-2016 and provide for same in the upcoming fiscal year budget.

**PASSED AND ADOPTED** by the City Council of the City of Sand City this 16<sup>th</sup>, day of June, 2015 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**AGREEMENT FOR PLANNING RELATED CONSULTING SERVICES  
EMC Planning Group, Inc.**

This Agreement for Planning Related Consulting Services (“**Agreement**”) is made and entered into this \_\_\_\_\_, day of June, 2015, by and between the City of Sand City, hereinafter referred to as “**Client**”, and EMC Planning Group, Inc. hereinafter referred to as “**Consultant**”.

1. **TERM.** This agreement shall remain in effect from July 1, 2015 through June 30, 2016, unless extended or terminated as provided herein.

2. **SERVICES.** Consultant agrees to perform professional planning services as requested by the City Administrator in a written work order signed by the City Administrator. Consultant shall not authorize any work by third parties in order to provide services to Client under this Agreement without the express written consent of Client. Consultant reserves the right to refuse to undertake any service requested by Client. Consultant shall give Client notice of such refusal within twenty-four (24) hours following Consultant’s receipt of such work order.

3. **INDEPENDENT CONTRACTOR.** Consultant shall provide the services to Client referred to in this Agreement as an independent contractor to Client and not as an employee of Client. Consultant shall not be entitled to receive any benefits from Client in addition to said fees, including but not limited to benefits paid by Client to or on behalf of its regular employees such as contributions to the California Public Employees Retirement System.

4. **FEES and COSTS.** Client shall pay Consultant for its services provided under this Agreement at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference. Client shall also reimburse Consultant for Consultant’s out of pocket costs necessarily incurred in the performance of services under this Agreement. In no event shall the total fee paid to Consultant by Client during the term of this Agreement exceed SIXTY THOUSAND DOLLARS (\$60,000), unless Client and Consultant agree to an increase in fees to be paid to Consultant in a written amendment to this Agreement. All fees and other charges due Consultant will be billed to Client on a monthly basis and are payable by Client within thirty (30) days of receipt of such invoice for services.

5. **CONFIDENTIALITY.** Both Client and Consultant agree that the scope of work authorized by this Agreement may contain proprietary and confidential information that may not be released to any third parties without the prior written consent of Client, or as otherwise ordered by a court acting with jurisdiction.

6. **DISCLOSURE OF CONFLICTS OF INTEREST.** Consultant acknowledges that its employees are subject to the disclosure requirements of Chapter 2.20 of the Sand City Municipal Code and that all employees of Consultant providing other than clerical services to Consultant in performance of Consultant’s obligations under this Agreement shall file a statement of economic interest with the City Clerk in accordance with the Sand City Municipal Code prior to performance of such work.

7. RESTRICTIONS ON OTHER WORK. Consultant agrees not to provide any planning consulting or advocacy services concerning real property in Sand City to any party, association, or person other than Client in Sand City during the term of this Agreement.

8. OWNERSHIP OF WORK. All work produced by Consultant on behalf of Client under this Agreement shall be owned by Client at the time of its creation and Consultant hereby irrevocable assigns and transfers to Client any copyright or other right of ownership Client has or may have in any such work.

9. INSURANCE. Consultant shall maintain in effect the following insurance coverages. Consultant shall provide certificates evidencing such insurance coverages are in full force and effect upon request by Client. Each certificate shall provide that the coverage afforded shall not be cancelled without at least thirty (30) day notice to Client prior to the effective date of such cancellation.

A. Worker's Compensation Insurance as required by California law.

B. Commercial general liability insurance for personal and bodily injury, including death and property damage in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.

C. Automobile liability for personal and bodily injury as required by California law, with coverage limits of at least \$1,000,000 for each occurrence.

D. Professional liability insurance for damages incurred by reason of any intentional or negligent act, error or omission by Consultant in the amount of \$1,000,000 per claim and annual aggregate, with a deductible no greater than \$25,000.

10. AMENDMENT. This Agreement may be amended except by written agreement signed by both Client and Consultant.

11. TERMINATION. Either the Client or Consultant may cancel this agreement upon two (2) weeks written notice. In addition, the Client may cancel this contract with less than two (2) weeks notice upon failure of the Consultant to perform work assignments on a timely basis and for any illegal acts or conduct.

12. ASSIGNMENT. Consultant may not assign all or any part of its rights or obligations under this Agreement without prior written consent of Client.

13. NO WAIVER. Any waiver of performance of any obligation under this Agreement shall not constitute the waiver of the right to receive the future performance of any such obligation or the right to receive performance of any other obligation under this Agreement.

14. FORUM. Any action concerning this Agreement shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first written above.

**CLIENT:**

City of Sand City, a municipal corporation

By: \_\_\_\_\_  
Todd Bodem, City Administrator

Attest:

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

**CONSULTANT:**

EMC Planning Group, Inc.

By: \_\_\_\_\_  
Michael Groves, AICP  
Its: Senior Principal



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**EXHIBIT A**

**EMC Planning Group Inc.  
Fee Schedule**

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*Planning for Success.*

## **FEE SCHEDULE**

(Effective January 1, 2015)

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<u>Principals</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$205.00
Principal	\$195.00
<u>Planners</u>	
Principal Planner	\$185.00
Senior Planner	\$150.00
Associate Planner	\$125.00
Assistant Planner	\$105.00
<u>Biologists</u>	
Principal Biologist	\$175.00
Senior Biologist	\$150.00
Associate Biologist	\$125.00
Assistant Biologist	\$105.00
<u>Support Staff</u>	
Desktop Publisher	\$125.00
Administrative Assistant	\$95.00
Office Assistant	\$75.00
<u>Expenses</u>	<u>Rate</u>
Mileage	\$0.575 (Per Mile)
Photocopying	\$0.10 (Per Copy)

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

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

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

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

301 Lighthouse Avenue, Suite C, Monterey, California 93940 Tel: 831-649-1700 Fax: 831-649-8300  
[www.emcplanning.com](http://www.emcplanning.com)

**AGENDA ITEM  
5K**

# CITY OF SAND CITY

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## STAFF REPORT

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**JUNE 8, 2015**  
**(For City Council Review on June 16, 2015)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, Associate 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. This contract is set to expire on August 18, 2015. 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 August 18, 2015 and end on June 30, 2016.

### **DISCUSSION**

The City Hall of 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 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. However, it should be noted that **no changes to the labor rates** are proposed as part of this Service Agreement’s time extension. The rates will remain as they have since 2011 at \$81 per hour for inspections and seventy-five percent (75%) of plan review fees collected by Sand City with a minimum plan review fee of \$84.

The proposed time extension will be for a period of less than one year, as allowed by the Service Agreement, so that future time extensions will henceforth coincide with the

commencement of the City's fiscal year calendar. This is consistent with contract renewals periods for other City contracts/service agreements.

**RECOMMENDATION**

Staff recommends **APPROVAL** of the draft Resolution (see Attachment) authorizing a time extension of the Service Agreement with the City of Monterey for Building Department plans examination and inspection services, commencing on August 18, 2015, and ending on June 30, 2016 to coincide with the commencement of the 2016-17 Fiscal Year.

**Attachment:**

Draft Resolution for time extension of Service Agreement to June 30, 2016 with copy of 2011 Service Agreement attached as an exhibit to the resolution.

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_\_, 2015**

**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, 2016**

**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 current service Agreement adopted in 2011 by both the City of Sand City and the City of Monterey for plan check and inspection services, attached hereto and incorporated herein as Exhibit A, will expire on August 18, 2015; whereby continuation of said services thereafter requires a time extension of the 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 June 30, 2016, a period less than one (1) year so that future service agreements and/or extensions of service agreements coincides with the commencement of future fiscal year calendars.

**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, key points reiterated 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 be eighty-one dollars (\$81) per hour (this includes vehicle costs). There shall also be a minimum plan check fee of eighty-four dollars (\$84) payable to the City of Monterey.
  - C. The City of Monterey will work with Sand City staff and 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.
2. The City Administrator for Sand City is hereby authorized to execute a time extension of the Service Agreement for Building Inspection and Plan Check services to June 30, 2016, coinciding with the commencement of the City's next fiscal year.
  3. The City of Monterey services approved for/by this Agreement shall be under the general supervision of Sand City's City Administrator.
  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 Todd Bodem is the current City Administrator for Sand City and Michael McCarthy is the current City Manager for the City of Monterey.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_ day of June, 2015 by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
 David K. Pendergrass, Mayor

\_\_\_\_\_  
 Linda K. Scholink, City Clerk

# 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:

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

**AGENDA ITEM  
5L**

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# MEMO

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**TO:** City Council  
**FROM:** Mayor David Pendergrass   
**DATE:** June 9, 2015  
**SUBJECT:** Appointment of Sand City Representative to the Northern Salinas Valley Mosquito Abatement District (NSVMAD)

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On June 5, 2015, the City of Sand City received a letter from the Northern Salinas Valley Mosquito Abatement District (NSVMAD) indicating the resignation of former Council member Michael Morris as Sand City's representative to the NSVMAD Board. The NSVMAD Board has requested that the City consider a new appointment to represent the City of Sand City. The NSVMAD Board representative will serve an initial 2 year term for the January 2015 through January 2017 calendar years, thereafter qualifying for a 4 year term. At a past Council meeting, Vice Mayor Mary Ann Carbone had indicated her interest in serving as representative to the NSVMAD Board and would welcome this opportunity to represent Sand City.

It is recommended that the City Council approve the appointment of Vice Mayor Mary Ann Carbone to serve as Sand City's representative to the Northern Salinas Valley Mosquito Abatement District for a term of two (2) years through January 2017.

# Northern Salinas Valley Mosquito Abatement District

318 Airport Blvd • Salinas, CA 93905 • Phone: (831) 122-6138 • Fax: (831) 122-3331  
E-Mail: Info@MontereyCountyMosquito.com Web: MontereyCountyMosquito.com



**Date:** June 5, 2015

**To :** David Pendergrass  
Mayor Sand City

**cc:** Todd Bodem, City Administrator  
Connie Horca, Deputy City Clerk/Administration Assistant

**From:** Kenneth Klemme, District Manager/Biologist

**RE: Request for new representative**

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Pending the resignation of Michael Morris we are requesting that the City of Sand City appoint a new representative to our Board of Trustees. Kindly add this line item to the City's agenda for the next council to be discussed.

Thank you,

  
Ken Klemme

**District Manager/Biologist:** Ken Klemme

**Board of Trustees:** *County of Monterey:* **Silvio Bernardi, Don Cranford, Carl Hansen**  
*City of Marina:* **Nancy Amadeo**, *City of Seaside:* **Steve Bloomer**, *City of Del Rey Oaks:* **Jeff Cecilio**,  
*City of Monterey:* **Diane de Lormier**, *City of Sand:* **Mike Morris**, *City of Salinas:* **Jim Tashiro**

AGENDA ITEM  
5M

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 10, 2015  
**Subject:** A Resolution of the City Council Approving Agreement between the City of Sand City and Hinderliter, De Llamas & Associates (HdL) For Transactions Use Tax Audit & Information Services

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On November 4, 2014, the voters approved the additional one-half cent Transaction and Use Tax known as Measure "J" which effectively raised the tax to one percent. Due to this new tax measure, a revised agreement for transaction tax audit & information services is required by the State Board of Equalization.

The City has a need for the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "J" transactions and use tax base and recover revenues.

Hinderliter, De Llamas & Associates (HdL) has programs, equipment and personnel available to deliver the transaction and use tax related services. For consideration of such services, HdL shall be paid \$100 monthly billed quarterly for the transaction district tax reports that will be included in the quarterly sales tax analysis.

## **Staff Recommendation**

City Staff recommends approval of the attached Resolution of the City Council of Sand City approving the agreement between the City of Sand City and HdL for Transactions and Use Tax Audit & Information Services.

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING AGREEMENT BETWEEN CITY OF SAND CITY AND HINDERLITER, DE LLAMAS  
& ASSOCIATES (HDL) OF DIAMOND BAR, CALIFORNIA, FOR TRANSACTIONS AND USE  
TAX AUDIT & INFORMATION SERVICES**

**WHEREAS**, an agreement between the City of Sand City and Hinderliter, de Llamas & Associates (HdL) is desired for a combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "J" transaction tax audit & information services is required by the State Board of Equalization; and

**WHEREAS**, HdL is a recognized leader in the State of California auditing & reporting services, currently providing sales, transactions and use tax services to over 290 jurisdictions in California; and

**WHEREAS**, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

**WHEREAS**, HdL has the programs, equipment and personnel available to deliver the transactions and use tax related services.

**WHEREAS**, the cost of service for transactions and use tax service is \$100 monthly billed quarterly for the transaction district tax reports; and

**WHEREAS**, the cost of performing transaction and use tax audits is twenty-five percent (25%) of any new use and transaction tax revenue resulting from the audit.

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

1. Approve agreement between City of Sand City, and Hinderliter, de Llamas & Associates (HdL) of the Diamond Bar, California, for transaction and use tax analysis, and related audit tax reporting services;

2. Authorize City Administrator/Executive Director to execute agreement on behalf of City subject to final review and approval by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Sand City this \_\_\_\_ day of June, 2015 by the following vote:

**AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:**

**APPROVED:**

\_\_\_\_\_  
David K. Pendergrass, Mayor/Chair

**ATTEST:**

\_\_\_\_\_  
Linda K. Scholink, City Clerk/Secretary

## **AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF SAND CITY, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

### **I. RECITALS**

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "J" transactions and use tax base and recover revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:



## II. SERVICES

The CONTRACTOR shall perform the following services:

### A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

- (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “J” CITY boundaries, and therefore subject to transactions tax.
- (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
- (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
- (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “J” Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.
3. CONTRACTOR shall prepare and submit to the Board of Equalization all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the State Board of Equalization to ensure that all back quarter payments due the CITY are recovered.

#### B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Board of Equalization (BOE) registration data for each business within the Measure "J" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue

projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "J" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Board of Equalization. The database will be updated quarterly.

### **III. CONFIDENTIALITY**

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
  
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

#### **IV. CONSIDERATION**

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state

fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Administrator or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Board of Equalization Staff.
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Administrator or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

## **VI. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the State Board of Equalization and audit fees due the CONTRACTOR have been paid.

## **VII. LICENSE, PERMITS, FEES AND ASSESMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

## **VIII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of

CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

#### **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

#### **X. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

**XI. ATTORNEY'S FEES**

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.



## **XII. GOVERNING LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

## **XIII. INDEMNIFICATION**

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage to the extent arising from CONTRACTOR'S willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages to the extent caused by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage to the extent arising from CITY's negligent acts, errors or omissions under this Agreement. CITY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage to the extent caused by reason of any of the aforesaid negligent acts, errors or omissions.

**XIV. NOTICE**

All notices required by this Agreement shall be given to CITY and CONTRACTOR in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

CITY: CITY ADMINISTRATOR  
CITY OF SAND CITY  
#1 Sylvan Park  
Sand City, CA 93955

CONTRACTOR: HINDERLITER, DE LLAMAS, & ASSOCIATES  
1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF SAND CITY

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City Administrator

CONTRACTOR:  
HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

---

President

APPROVED AS TO FORM:  
CITY COUNSEL:

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EXHIBIT A

Transactions Tax Audit

Work Authorization No. \_\_\_\_\_

The following business or businesses, located in the City of Sand City have been identified as having the potential for generating additional tax revenues to the City of Sand City. Contractor is hereby authorized to contact the given business(s) and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF SAND CITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: \_\_\_\_\_

Date \_\_\_\_\_

**AGENDA ITEM**

**5N**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 9, 2015  
**Subject:** Resolution of the City Council of Sand City Authorizing a City Engineering Services Agreement with Creegan & D'Angelo

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## **Background**

Creegan & D'Angelo Infrastructure Engineers (C&D) has submitted an updated services contract for continued City Engineering Services to the City for Fiscal Year 2015-16. C & D has provided City Engineer and Public Works Engineering services to the City since March of 1985, and has participated in almost all aspects for the infrastructural growth of the City.

Over the past few years, C & D has maintained their rate for professional services to said City. However, C & D had a revised fee schedule for an average increase of about two percent (2%) for each service category. Since that time, staff met with C & D requesting them to not increase their fees, and C & D agreed to maintain the same rate for professional services to the City.

City staff has maintained an excellent working relationship with C & D; and feel they have adequately served the City well, and are qualified to continue providing City Engineer/Public Works services to the City of Sand City.

## **Staff Recommendation**

It is recommended that the Council consider adopting the Resolution approving the City Engineering Services Agreement and fee schedule with Creegan & D'Angelo for Fiscal Year 2015-16

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_ , 2015**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY  
AUTHORIZING RENEWAL OF CITY ENGINEERING SERVICE AGREEMENT  
WITH CREEGAN + D'ANGELO**

**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. Gomez adequately served as Interim City Engineer and Public Works Director from December 2012 until June 2014 and 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 Resolution 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 Resolution Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

**WHEREAS**, the Creegan + D'Angelo Fee Schedule, attached as Resolution 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.

**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 (Resolution Exhibit A), Scope of Work (Resolution Exhibit B), and Fee Schedule (Resolution 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.

**PASSED AND ADOPTED** by the City Council of Sand City this 16th day of June 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
David K. Pendergrass, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk



June 10, 2015

Mr. Todd Bodem  
City Administrator  
City of Sand City  
1 Sylvan Park  
Sand City, CA 93955

**Subject: Service Contract for City Engineering Services for FY 2015-2016**

Dear Mr. Bodem:

Creegan + D'Angelo Infrastructure Engineers (C+D) is pleased to submit this updated service contract for continued City Engineering Services to the City of Sand City for Fiscal Year 2015-2016. This document includes the following:

- Resolution Authorizing a City Engineering Service Agreement
- Exhibit A: City Engineering Services Agreement
- Exhibit B: Scope of Work
- Exhibit C: Creegan + D'Angelo Fee Schedule

C+D has provided City Engineer and Public Works Engineering services to the City of Sand City since March of 1985. C+D has participated in almost all aspects of the City's infrastructure development, capital improvement programs, and street rehabilitation projects. C+D provided overall project management for the Sand City Water Supply Project, including the City's reverse osmosis treatment plant and off-site pipeline infrastructure. We look forward to continuing our professional relationship with the City in the coming year.

This cover letter also serves as confirmation that C+D will maintain the same fee schedule utilized during FY 2014-2015, as shown in Exhibit C, which is *based on a twenty-percent (20%) discount of the standard C+D fee schedule submitted to the City last year (May 2014)*. While our standard fee schedule for engineering services was revised in August 2013, C+D will not increase our rates for City Engineering services in the coming fiscal year.

If you have any questions regarding this contract, please do not hesitate to call me at 831-204-7671. We appreciate your consideration and greatly value our relationship with Sand City.

Sincerely,

Leon D. Gomez, PE  
City Engineer / Public Works Director  
Creegan + D'Angelo Infrastructure Engineers

# RESOLUTION EXHIBIT A

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## CITY ENGINEERING SERVICE AGREEMENT

This Agreement made this 16th day of June, 2015, 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.

### 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 Resolution Exhibit "C" - Fee Schedule, attached hereto and made a part of this Agreement.

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 from the date of execution to the anniversary date, a twelve (12) month period. The Agreement can be reviewed 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 Sylvan Park  
Sand City, CA 93955  
Attn: City Administrator

CONSULTANT:

Creegan + D'Angelo  
225-H Cannery Row  
Monterey, CA 93940  
Attn: Leon Gomez

**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 Leon 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 thereunder. 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 thereunder.

**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 Resolution 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**

**CREEGAN + D'ANGELO**  
**A California Corporation**

By: \_\_\_\_\_  
David K. Pendergrass, Mayor

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

By: \_\_\_\_\_  
Todd Bodem, City Administrator

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

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

# RESOLUTION EXHIBIT B

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## SCOPE OF WORK

Creegan + D'Angelo (C+D) Consulting Engineers proposes to provide the services generally described in this Scope of Work. To provide these services, we 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 daily 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. Provide surveys for design and construction.
  2. 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. Review Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
- 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 Maintenance 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 surveying, architectural, soils, geotechnical, 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 \$25,000 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 \$25,000, then approval of the City Council will be required or a separate contract arranged directly with the City.

K. Fee Schedule:

1. The attached Fee Schedule (Resolution Exhibit C) 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.

# RESOLUTION EXHIBIT C

July 1, 2015

## CREEGAN + D'ANGELO FEE SCHEDULE

### City of Sand City – City Engineer Services FY 2015/2016

#### Engineering Services

City Engineer .....	\$ 148.00
Assistant City Engineer .....	\$ 136.00
Senior Engineer .....	\$ 136.00
Structural Engineer .....	\$ 136.00
Associate Engineer .....	\$ 120.00
Senior Engineering Technician .....	\$ 108.00
Staff Engineer .....	\$ 104.00
Engineering Technician/Drafter .....	\$ 92.00
Administrative Assistant.....	\$ 56.00

#### Surveying Services

Land Surveyor.....	\$ 150.00
2-Man Survey Party .....	\$ 250.00

#### 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 + 15.0%
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, 2015

Subject to Revision Annually



**CITY OF SAND CITY  
RESOLUTION SC 14-38, 2014**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY  
AUTHORIZING RENEWAL OF CITY ENGINEERING SERVICE AGREEMENT  
WITH CREEGAN + D'ANGELO**

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

**WHEREAS**, Mr. Richard Simonitch served adequately as City Engineer and Public Works Director for Sand City, through the Creegan + D'Angelo firm, since 2006 after the retirement of Mr. Stan Kulakow, but has since left the company and has been replaced by Mr. Leon Gomez; and

**WHEREAS**, Mr. Gomez has adequately been serving as Interim City Engineer and Public Works Director since December 2012, per Resolution SC 12-115, 2012, 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, as attached as Resolution 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 Resolution Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

**WHEREAS**, the Creegan + D'Angelo Fee Schedule, attached as Resolution 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.

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

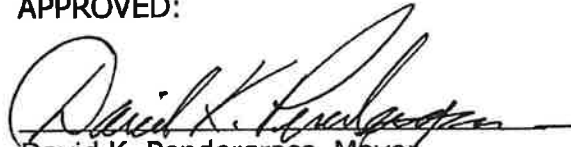
1. The attached City Engineer Service Agreement (Resolution Exhibit A), Scope of Work (Resolution Exhibit B), and Fee Schedule (Resolution Exhibit C) are accepted and approved.
2. As part of this Service Agreement, Mr. Leon Gomez is designated as Sand City's "Contract City Engineer and Public Works Director".
3. 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.

**Sand City Resolution SC 14-38, 2014**

**PASSED AND ADOPTED** by the City Council of Sand City this 3<sup>rd</sup>, day of June 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

\* NO Change in Fees  
for FY 2014/15

# RESOLUTION EXHIBIT C

July 1, 2013

## CREEGAN + D'ANGELO FEE SCHEDULE

### City of Sand City – City Engineer Services FY 2013/2014

#### Engineering Services

City Engineer .....	\$ 148.00
Assistant City Engineer.....	\$ 136.00
Senior Engineer.....	\$ 136.00
Structural Engineer.....	\$ 136.00
Associate Engineer.....	\$ 120.00
Senior Engineering Technician .....	\$ 108.00
Staff Engineer.....	\$ 104.00
Engineering Technician/Drafter.....	\$ 92.00
Administrative Assistant .....	\$ 56.00

#### Surveying Services

Land Surveyor.....	\$ 150.00
2-Man Survey Party .....	\$ 250.00

#### 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 + 15.0%
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, 2013

Subject to Revision Annually

AGENDA ITEM

50

# Memo

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**To:** City Council  
**From:** Todd Bodem, City Administrator  
**Date:** June 4, 2015  
**Subject:** Review of City Contribution/Donation

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Enclosed is a request from one organization for support and contribution. After reviewing this request, the following donation is recommended:

68<sup>th</sup> Seaside Parade of Champions - \$500

If any Council member wants to discuss this request or to propose a different contribution, then this item should be pulled from the consent calendar for discussion with the full Council.

The following finding is specified in the annual City/Successor Agency Budget: *"The Sand City Council finds that it is a valid public purpose and in the best interest of this small city to support and participate in various community programs and activities of the larger Monterey Peninsula area. This support includes not only the City's financial contributions outlined in the attached pages but also the active involvement/participation by council members, city staff, Sand City businesses and citizens. This is Sand City's pledge and commitment of support for the larger regional community in which it is an active and dedicated member".*



# Seaside Parade of Champions

P.O. Box 811  
Seaside, Ca. 93955  
seasidepoc@gmail.com

Tel: 831-394-2099  
Fax: 831-393-1329  
[www.sspoc.org](http://www.sspoc.org)

501 (c) 3 TAX PAYER ID# 77-0338661



Co-Sponsored by the  
City of Seaside  
And the Seaside  
Sand City Chamber  
Of Commerce

Jerry Thorne,  
President

Brian Pratt,  
Vice President

## Board of Directors

Marieta Aranda  
Manuel Avila  
Marjorie Avila  
Rose Eichinger  
Joy Ann Lucido  
Ann Marie Pagan  
Lucy Perez  
Anita Spigner  
Dave Pacheco

5/29/2015

Dear Mayor Pendergrass and City council,

We are proud to announce the 68th annual Parade of Champions!

This year's parade will be held on Sunday July 5th, 2015. The success of this event depends on the wonderful support of community leaders like you. After a one-year hiatus we are back!

The Parade of Champions recognizes the efforts of the youth groups, charitable and service organizations, and individual citizens who work so hard all year to build a better community for all of us.

Cash Prizes are awarded to the many marching bands, dance groups, and other youth and service organizations, which participate each year from all over the state

*We especially give out cash prize awards to our local kids groups. Last time we awarded over \$ 3000.00 to local youth groups, soccer teams, baseball etc.*

*I am now sending out letters to request sponsorship. If City of Sand City can help out this year with a substantial sponsorship then we can surely have a great parade. Please advise as to what your company will do to help. I really would appreciate it. Our goal this year is to have the best **Independence Day Parade** and festivities ever. Since this is the 68th I want to make it the best. Thank you for your time.*

Putting on a FREE community event of this magnitude is extremely expensive. We depend on business and community leaders like you for financial support. We are a 501(c) 3 nonprofit corporation. TAX PAYER ID# 77-0338661

***This year, we are looking for funds in the amount of \$1000.00 (One thousand)dollars.***

It is important to note that the Parade of Champions is attended by thousands of people from all over the area and regularly receives both print and broadcast media coverage.

Thank you for supporting this wonderful community event.

Sincerely,

**Jerry Thorne**

**President**

**Linda Scholink**

---

**From:** seasidepoc@gmail.com  
**Sent:** Friday, May 29, 2015 5:18 PM  
**To:** linda@sandcity.org  
**Subject:** letter of donation for this year's parade  
**Attachments:** 2015 Donation letter (City of Sand City).doc

Linda

Please pass this on to the Mayor and City council for your next meeting.

Thank you,

**Jerry Thorne**

President

Seaside Parade of Champions

[seasidepoc@gmail.com](mailto:seasidepoc@gmail.com)

[www.sspoc.org](http://www.sspoc.org)

**AGENDA ITEM**

**7B**



This agenda item  
to be distributed  
under separate cover

**AGENDA ITEM  
8A**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 9, 2015  
**Subject:** Proposed City Fiscal FY 15-16 Budget

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With this memo transmittal, I present the proposed operating Budget for Fiscal Year (FY) 2015-16. The intent of this memo is to touch on the highlights. This proposed Budget is presented to the Joint Sand City Council and the Successor Agency of the former Redevelopment Agency on June 16, 2015. Budget amounts may change depending on the direction given by the Joint Sand City Council and Successor Agency.

## INTRODUCTION

Like many cities throughout the Country and State, Sand City was hit by the economic downturn that began in FY 2007-08. The recession and slow recovery forced the City to make sacrifices in several areas, especially deferred maintenance of streets, parks, and infrastructure. The proposed Budget is ultimately intended to be balanced, relying on the voter-approved ½ cent Measure J revenue to support operations of vital city services that rebuild and maintain those services the community relies on. The economic recovery is underway, and the City is experiencing improved sales tax revenue as well as a recovering commercial and residential real estate market. Yet the recovery is neither fast nor strong enough to fully resolve Sand City's remaining fiscal challenges.

Sand City continues adjusting to the phase out of the State's Redevelopment Program and the financial implications of operating without this critical program. The elimination of tax increment revenue has been a major impact on Sand City finances. Sand City has been making, and continues to make, changes in their financial management to implement this transition. It appears that Sand City will have to sell several properties that were acquired for the City's Redevelopment Program. Sand City is obligated to continue making payments on the purchase price. At this point in June 2015, Sand City does not have a Department of Finance (DOF) approved "Long Range Property Management Plan" (LRPMP) for the disposition of these properties, nor any arrangements for their disposal. Work and negotiations are ongoing.

City Staff along with the Budget Committee has prepared a proposed City Budget with a number of uncertainties. The FY 2015-2016 Sand City proposed Budget has been prepared with the best estimates of these uncertainties.

There are several projects in the development phase and pending in Sand City that will improve Sand City's finances (once they are approved and implemented):

- The Bungalows 10-unit residential project in the East Dunes. One home currently being constructed.
- The mixed use project at Ortiz-Catalina-Elder

- The Independent additions and second phase
- The Costco Service Station at Tioga
- The South of Tioga project
- Ghandour – MBS Monterey Bay Shores (Approved by the California Coastal Commission)
- King Ventures – Collections on Monterey Bay Coastal Resort Project (on appeal to the California Coastal Commission)
- Orchard Supply Renovation (completed)

The above projects are in different stages of review, processing and approval. Some of these projects will start contributing to the City's finances.

The economy is showing signs of improvement and there have been some promising developments and commercial activity in Sand City.

## **REVENUES**

### **General Revenue – Sub-Total – Dept. 00-General**

The City anticipates an increase in general recurring revenue for FY 15-16 from the amended general revenue Budget in FY 14-15 from \$4,912,985 to \$5,831,585 for proposed FY 15/16, a difference of \$918,600, respectfully. The significant increase in revenue is due to the voter-approved ½ cent Measure J transaction (\$1,150,000 to \$2,000,000). Other notable increases: ROPS Residual (\$50,000 to \$70,000) and Sales/Use Tax (\$1,820,000 to \$2,000,000). Notwithstanding, City Staff expects a significant decrease in the following categories: Successor Agency Administration Fee Reimbursement (\$200,000 to \$150,000), the State's Compensation Fund – Triple Flip (\$569,000 to \$500,000). Again, the City's revenue should be in a positive net position. The City hopes to improve its economic conditions by implementing the proper policies, procedures, and solid reimbursable agreements to generate additional revenue.

### **Planning Permits/Fees**

The City is in the process of bolstering its economic activity as the economy grows and Staff becomes more proficient in seizing and procuring economic opportunities. The City amended the FY 14-15 Budget to \$83,600 from the adopted budget of \$34,400 in FY 14-15. Although the City is hopeful to see increased economic activity in FY 15-16, the Committee has historically taken a conservative approach of revenues associated with fees and permits and is proposing to Budget of \$56,800 for FY 15-16 compared to the amended FY 14-15 Budget of \$83,600, a decrease of \$26,800.

### **Police/Fines/License Fees**

Again, the Budget and Personnel Committee is taking a conservative approach and projecting an increase of revenue from the amended FY 14-15 Budget for Police Fines and License Fees to the proposed FY 15-16 Budget (\$22,170 to \$23,770). In the advent of hiring a new Police Chief, this amount could vary depending on his philosophy and Council acceptance of ramping up parking collections, vehicle abatement, etc.

### **Public Works/Gas Tax**

The Budget and Personnel Committee is projecting a decrease of revenue from the amended FY 14-15 Budget for Gas Taxes to the proposed FY 15-16 Budget (\$18,460 to \$15,300).

### **Other Recurring Revenues**

Each year the City receives \$850,000 from the DeSal lease payment from California American Water for the Desalination Plant. No change from previous year.

### **Special Revenue**

There are several developments and projects in the development phase. If those projects commence, the Budget and Personnel Committee anticipates that those reimbursable revenues will generate \$470,000, which is the same amount projected in the adopted FY 14-15 Budget. Please note that the \$470,000 will be budgeted on the expense side of the proposed FY15/16 Budget.

### **Grants**

The City cannot count on obtaining grants as a sustainable source of revenue. However, in future years, it is City Administrator's goal is to secure grants to fund additional projects and initiatives. The City does not anticipate receiving the California Avenue – TAMC RSTP monies in FY 14-15, nor is it budgeted for FY 15-16. Therefore, the FY 15-16 Budget did not increase from the adopted FY 14-15 Budgets, significantly.

Note: The City receives a COPS grant in the amount of \$100,000 annually.

The proposed total revenue projected for the FY 15-16 Budget is \$7,361,555 compared to recommended amended budget revenue of \$6,011,315, an increased difference of \$1,350,240. As mentioned earlier, the significant increase in revenue is due to the voter-approved ½ cent Measure J transaction (\$1,150,000 to \$2,000,000).

## **EXPENDITURES**

### **Personnel**

The Council agreed with the Police Officers Association {POA} and the Miscellaneous Employees, a multi-year salary schedule in November 2007 where an increase in fiscal year 2009-2010 a salary adjustment of 10% for the POA and a 5% for the Miscellaneous Employees was approved. It was recommended during the last fiscal-year, that all salary adjustments (POA and Miscellaneous Employees) be deferred until mid-fiscal year-end (the end of 2014) to better evaluate Sand City's financial condition and possible access of the ½ cent transaction tax ballot measure. The salary adjustments were never implemented. Recently, City Staff met to hear the demands of the POA and the demands were agreed to by the Budget and Personnel Committee to recommend splitting the salary adjustment percentages equally over the next 3 years. The Budget and Personnel Committee recommends no COLA increases for FY 15-16. Additionally, City Staff, with the concurrence of the Budget and Personnel Committee, is recommending a title and rate/step change to better reflect the duties and responsibilities of one of our office employees. The Accounting Tech II position title has been changed to Analyst and a salary adjustment recommended from Rate 48/Step L1 to Rate 52/Step 6. The above recommended salary adjustments are reflected in the budget detail.

### **General Non-Department Expenditures**

The proposed FY 15-16 Budget is \$1,166,700 compared to the amended FY 14-15 Budget of \$918,800, a difference of \$247,900. This increase is primarily due to the Pers

Retirement Liability – GASB 68, OPEB Obligations, and an additional \$20,000 for records retention.

### **City Council**

The Budget and Personnel Committee is proposing a FY 15-16 Budget expense similar to the adopted Budget in FY 14-15. The City budgeted \$50,000 into a Contingency Fund in FY 14-15 and an amendment decreased it to \$25,000 for the end of this fiscal year. City Staff proposed a budget of \$50,000 again in that category for FY 15-16. This may get amended towards the end of FY 15-16, depending on actual needs.

The proposed FY 15-16 City Council Budget of \$229,550 is \$35,290 more than the amended FY 14-15 Budget expense of \$194,260.

### **Administration**

The Budget and Personnel Committee are projecting the Administration Budget to increase \$37,880. The notable decreases are: Salaries (\$252,500 to \$240,300), Applicant Outreach (\$15,000 to \$0). Recognized increases are: Capital Outlay (\$5,000 to \$10,000), Contingency Fund (\$15,000 to \$25,000), Special Projects Consulting/Appraisals (\$0 to \$10,000), and Equipment/Furniture (\$5,000 to 10,000).

The Budget and Personnel Committee is proposing a \$505,250 Administration Budget for FY 15-16 compared to the amended FY 14-15 Budget of \$467,370.

### **Finance**

The City projects a FY 15-16 Budget increase in expenditures from the amended FY 14-15 Budget for Finance. Notable increases are: Capital Outlay (\$5,000 to \$15,000), Contractual Services (\$5,000 to \$10,000), and Equipment/Furniture (\$5,000 to \$10,000). There was a slight increase in salaries.

### **Attorney**

The City projects an increase in expenditures from the amended FY 14-15 for the Attorney section of the Budget from \$348,860 to \$372,260 a difference of \$23,400. The City does not have a definitive end date to the Sand City vs. Seaside Law Suit, and will need to continue with the same amount in the FY 15-16 Budget as amended in FY 14-15. This section of the Budget was impacted the most due to legal expenses. The Budget and Personnel Committee also increased its legal contingencies by \$5,000, and for pending personnel issues.

### **Planning**

The City projects notable increases and decreases on the expenditure line items from the amended FY 14-15 Budget for Planning to the proposed FY 15-16 Budget. The City lost significant institutional staffing knowledge from the previous City Administrator's departure in the area of community development. In an effort to maintain a quality level of service in this area, the City hired EMC Planning Group to complete the housing study and for continued planning/economic development services. The City will be entering into some complicated projects so the Budget reflects it appropriately. Salaries have decreased from the amended FY 14-15 Budget of \$180,800 to \$168,700. The City Administrator salary is split between the Administration and Community Development Departments.

The City Council amended the FY 14-15 Planning Budget of \$371,680 and projects an increased Budget need of \$410,025 a difference of \$39,000.

### **Public Safety**

The Public Safety Budget is the largest City expenditure with ten (10) full-time Peace Officers and support staff along with reserves. Public Safety is a service industry with a majority of its expenses by way of salaries and benefits. There are also significant costs for vehicles, training, and equipment. Police Chief Ferrante will be requesting 2 new squad cars to replace several outdated vehicles not safe for the streets and its officers. As discussed recently, the Department has set aside a budget amount to address the code enforcement needs identified in the City's goals. Chief Ferrante is also going to increase the use of reserves.

Below are the following significant increases from the amended FY 14-15 Public Safety Budget to the proposed FY 15-16 Budget:

Vehicles (\$59,000 to \$100,000), Body Cameras (\$0 to \$5000), recently approved Crime PRVNT Program (\$1,600 to \$10,000), Code Enforcement Contract (\$0 to \$24,000), Holiday/Cash-out/Overtime (\$130,000 to \$192,000), Salaries, (\$896,000 to \$950,000), Reserves (\$20,000 to \$25,200).

The Budget and Personnel Committee proposed and amended FY 14-15 Budget in the amount of \$2,141,805, and propose an FY 15-16 Public Safety Budget of \$2,356,800 an increased difference of \$214,995.

### **Fire**

Sand City contracts with the City of Monterey for Fire protection and plan reviews. The fire contract increased from the amended FY 14-15 Fire Department Budget of \$255,500 to FY 15-16 in the amount of \$262,000, a difference of \$6,500

### **Public Works**

The City Public Works Department is another important service to maintain its vital infrastructure. Due to the slow moving economy, the City has taken a conservative view in its spending, and deferred some of its important maintenance needs. The Public Works Department obtained quotes for the replacement of the light fixtures for Sand Dunes Drive. They are proposing a three-year financing plan. The total estimated cost is \$375,000. Therefore, a Budget amount is being proposed for the first year in the amount of \$125,000 for ten (10) fixtures. Other noted increases from the FY 14-15 amended Budget: Capital Outlay (\$5000 to \$10,000), and Street Sweeping and (\$25,000 to \$35,000). The Budget and Personnel Committee has decided to decrease C & D Contract Services (\$130,000 to \$110,000) in an effort to keep these costs in check.

The Budget and Personnel Committee proposed and the City Council amended the FY 14-15 Budget in the amount of \$789,950, and proposes an FY 15-16 Public Works Budget of \$956,000 an increased difference of \$166,050.

### **Parks/Buildings/Facility**

The Parks and Building need for improvement have also been hit hard by the economy, so improvements to these facilities now have to be addressed. The City recognizes its

need to upgrade City Hall, spruce up the parks, and repair or replace play-ground equipment.

Below are the following significant increases from the amended FY 14-15 Parks/Buildings/Facility Budget items to the proposed FY 15-16 in order to address some of these needs an increase is shown: Plumbing/Stairway (\$15,000 to \$30,000), Capital Outlay (\$10,000 to \$50,000), City Hall Camera (\$0 to \$5000), and \$15,000 for City Hall design review.

The Budget and Personnel Committee proposed and the City Council amended FY 14-15 for the Combined Parks/Buildings/Facility Budget in the amount of \$74,500, and proposes an FY 15-16 Budget increase to \$191,000, a difference of \$116,500.

### **Community Outreach**

The Budget and Personnel Committee has projected no change from the Amended FY 14-15 Budget for FY 15-16.

### **Capital Improvement/Debt**

The Budget and Personnel Committee have proposed \$200,000 for Capital Street Improvements.

### **Special Projects/Grants**

Again, there are several developments and projects in the development phase; and if the projects commence in FY 15-16, the Budget and Personnel Committee anticipates an expenditure of \$470,000 for costs associated with the King Venture, South of Tioga Traffic Study, Cal Am 2 Wells, and Monterey Bay Shores projects. Note: Special project expenses are off-set by the reimbursable agreements on the revenue side of the budget.

### **Grand Total Expenditures**

The Budget and Personnel Committee is proposing a significant increase in expenditures from the amended FY 14-15 Budget of \$5,991,785 and anticipates expenditures of \$7,576,435 for FY 15-16 for an increased difference of \$1,584,650.

### **Total City Revenues/Expenditure Difference**

The total expenditure from the proposed FY 15-16 Budget of \$7,576,435 less the total revenue of \$7,361,555 leaves the City of Sand City short by \$214,880. It has been historically clear in reviewing the adopted City Budget, to what is amended; the City eventually meets a balanced budget by the end of its fiscal year. The Sand City Budget and Personnel Committee could ask City Staff and the Budget and Personnel Committee to trim this budget immediately for a balanced Budget, or to streamline it along the way for what appears to be its history.



**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
ADOPTING THE PROPOSED CITY BUDGET FOR FISCAL YEAR 2015-2016**

**WHEREAS**, the Budget Committee of the City Council has reviewed the Proposed Fiscal Year 2015-2016 budget and has considered the operational and capital improvement needs of the City for the upcoming fiscal year; and

**WHEREAS**, the Budget Committee, working with City staff, is recommending the proposed budget, attached as Exhibit A, to the City; and

**WHEREAS**, the City Council recognizes that the proposed budget is subject to further review and adjustment at appropriate times as the fiscal year progresses, and

**WHEREAS**, certain general economic conditions and actions resulting from the California state budget process may impact the City which may require changes to the City Budget over time; and

**WHEREAS**, the City Council of Sand City finds the Fiscal Year 2015-2016 Proposed Budget satisfactory to commence the operations and capital programs of the City for the upcoming fiscal year.

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

1. The attached Exhibit A is hereby adopted as the Proposed City Budget for FY 2015-2016.
2. The FY 2015-2016 Proposed Budget will be periodically reviewed and adjusted by the City Council as necessary.
3. The City staff is authorized to continue City operations as generally prescribed in the FY 2015-2016 Proposed Budget and is directed to follow the general financial guidelines outlined therein.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 16<sup>th</sup>, day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**SAND CITY SUCCESSOR AGENCY**

**RESOLUTION SA \_\_\_\_\_, 2015**

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF SAND CITY  
ADOPTING THE PROPOSED SUCCESSOR AGENCY BUDGET  
FOR FISCAL YEAR 2015-2016**

**WHEREAS**, the Budget Committee of the City Council has reviewed the Proposed Fiscal Year 2015-2016 budget and has considered the operational and capital improvement needs of the Successor Agency for the upcoming fiscal year; and

**WHEREAS**, the Budget Committee, working with Agency staff, is recommending the proposed budget, attached as Exhibit A, to the Successor Agency; and

**WHEREAS**, the Successor Agency recognizes that the proposed budget is subject to further review and adjustment at appropriate times as the fiscal year progresses, and

**WHEREAS**, certain general economic conditions and actions resulting from the California state budget process may impact the Successor Agency which may require changes to the Successor Agency budget over time; and

**WHEREAS**, the Successor Agency of Sand City finds the Fiscal Year 2015-2016 Proposed Budget satisfactory to commence the operations and capital programs of the Successor Agency for the upcoming fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Successor Agency of the City of Sand City that:

1. The attached Exhibit A is hereby adopted as the Proposed Successor Agency Budget for FY 2015-2016.
2. The FY 2015-2016 Proposed Successor Agency Budget will be periodically reviewed and adjusted by the Successor Agency as necessary.
3. The Agency staff is authorized to continue Successor Agency operations as generally prescribed in the FY 2015-2016 Proposed Budget and is directed to follow the general financial guidelines outlined therein.

**PASSED AND ADOPTED** by the Successor Agency of the City of Sand City on this 16<sup>th</sup>, day of June, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2015**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY ESTABLISHING  
AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016  
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

**WHEREAS**, Article XIII B of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in population and inflation mandated by Proposition 4 (1979) and Proposition 111 (1990), except as otherwise provided in said Article XIII B and implementing state statutes; and

**WHEREAS**, pursuant to Article XIII B of the California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to calculate and set its appropriation limit for each fiscal year; and

**WHEREAS**, based on such calculations the City has determined said appropriation limit and pursuant to Section 7910 of the California Government Code has made available to the public the documentation used in the determination of the appropriation limit; and

**WHEREAS**, an appropriations limit of \$10,332,281 was calculated and established for Fiscal Year 2014-15, and a new appropriations limit for Fiscal Year 2015-16 has been calculated as \$10,963,583 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation factor and population increase factor allowed by state law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Sand City that the appropriation limit for Fiscal Year 2015-16 shall be and is hereby established in the amount of \$10,963,583.

**PASSED AND ADOPTED** by the Sand City Council on this 16<sup>th</sup> day of June, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**EXHIBIT A**  
**CITY OF SAND CITY**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FISCAL YEAR 2015-2016**

A. LAST YEAR'S LIMIT		\$10,332,281
B. ADJUSTMENT FACTORS		
1. Sand City Population Growth Ratio = $\frac{5.82 + 100}{100}$		= 1.0582
2. Inflation Ratio (Per Capita Income) = $\frac{.28 + 100}{100}$		= 1.0028
C. Annual Ratio (increase) = 1.0582 x 1.0028		= 1.0611
D. THIS YEAR'S LIMIT (FY 2015-16) (\$10,332,281 X 1.0611= \$10,963,583)		= \$10,963,583



May 2015

Dear Fiscal Officer:

**Subject: Price and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. **Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.**

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2015.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN  
Director  
By:

KEELY M. BOSLER  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

**2015-16:**

Per Capita Cost of Living Change = 3.82 percent  
 Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio:  $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16:  $1.0382 \times 1.0093 = 1.0479$

Fiscal Year 2015-16

**Attachment B  
Annual Percent Change in Population Minus Exclusions\*  
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>Population Minus Exclusions</u></b>		<b><u>Total Population</u></b>
	<b>2014-2015</b>	<b>1-1-14</b>	<b>1-1-15</b>	<b>1-1-2015</b>
<b>Monterey</b>				
Carmel-By-The-Sea	0.00	3,747	3,747	3,747
Del Rey Oaks	-0.06	1,661	1,660	1,660
Gonzales	-0.07	8,363	8,357	8,357
Greenfield	-0.05	16,879	16,870	16,870
King City	1.81	13,179	13,417	13,417
Marina	3.21	20,222	20,872	20,872
Monterey	-0.23	24,207	24,151	28,163
Pacific Grove	-0.04	15,394	15,388	15,388
Salinas	-0.06	154,815	154,720	154,720
Sand City	5.85	342	362	362
Seaside	0.42	29,358	29,482	33,672
Soledad	-0.07	16,253	16,241	24,540
Unincorporated	0.23	102,853	103,085	103,645
<b>County Total</b>	<b>0.26</b>	<b>407,273</b>	<b>408,352</b>	<b>425,413</b>

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2015-16

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2014 to January 1, 2015**

County	<u>Percent Change</u>	<u>— Population Minus Exclusions —</u>	
	2014-15	1-1-14	1-1-15
<b>Los Angeles</b>			
Incorporated	0.86	8,998,431	9,075,880
County Total	0.82	10,044,719	10,126,867
<b>Madera</b>			
Incorporated	1.35	75,028	76,043
County Total	1.31	147,480	149,418
<b>Marin</b>			
Incorporated	0.74	188,800	190,194
County Total	0.73	252,708	254,558
<b>Mariposa</b>			
Incorporated	0.00	0	0
County Total	-0.25	17,741	17,697
<b>Mendocino</b>			
Incorporated	0.18	28,716	28,768
County Total	0.30	88,422	88,691
<b>Merced</b>			
Incorporated	0.51	171,399	172,266
County Total	0.63	262,947	264,597
<b>Modoc</b>			
Incorporated	-1.09	2,753	2,723
County Total	-0.85	9,388	9,308
<b>Mono</b>			
Incorporated	0.42	8,375	8,410
County Total	0.48	14,493	14,563
<b>Monterey</b>			
Incorporated	0.28	304,420	305,267
County Total	0.26	407,273	408,352

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



EXHIBIT A

*City of Sand City*

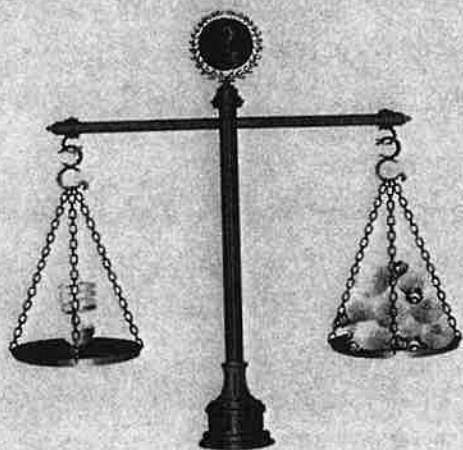
*And*

*City of Sand City Successor Agency*

*Proposed Budget*

*FY 2015-2016*

# SUMMARIES



**CITY SUMMARY**

Description	Actuals thru 3/31/15	Adopted City Budget FY 14-15	Adopted City Amend #1 Budget FY 14-15	Proposed City Budget FY 15-16
Revenues for Recurring Operation	2,985,489.46	5,828,665.00	5,887,215.00	6,777,455.00
Expenditures for Recurring Oper	3,731,889.58	6,040,110.00	5,973,585.00	6,913,835.00
<b>SUB TOTAL</b>	<b>-746,400.12</b>	<b>-211,445.00</b>	<b>-86,370.00</b>	<b>-136,380.00</b>
Special Project Revenues	59,621.25	703,500.00	124,100.00	584,100.00
Special Expenditures	0.00	698,200.00	18,200.00	675,000.00
<b>SUB TOTAL</b>	<b>59,621.25</b>	<b>5,300.00</b>	<b>105,900.00</b>	<b>-90,900.00</b>
<b>Total City Revenues</b>	<b>3,045,110.71</b>	<b>6,532,165.00</b>	<b>6,011,315.00</b>	<b>7,361,555.00</b>
<b>Total City Expenditures</b>	<b>3,731,889.58</b>	<b>6,738,310.00</b>	<b>5,991,785.00</b>	<b>7,588,835.00</b>
<b>DIFFERENCE</b>	<b>-686,778.87</b>	<b>-206,145.00</b>	<b>19,530.00</b>	<b>-227,280.00</b>

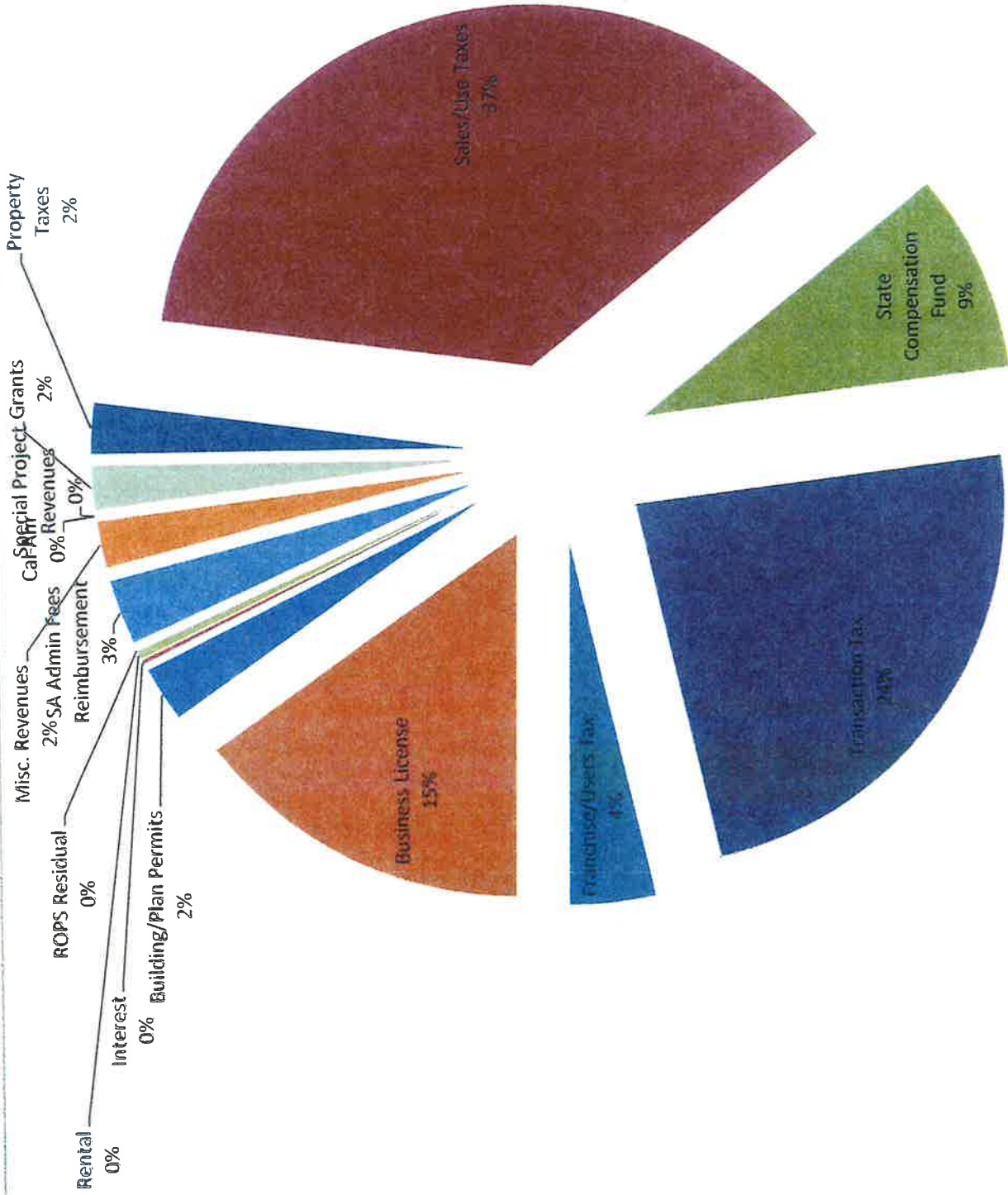
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## Budget Summary City Revenues

Description	Actuals thru 3/31/15	Adopted City Budget FY 14-15	Adopted City Amend #1 Budget FY 14-15	Proposed City Budget FY 15-16
<b>RECURRING REVENUES</b>				
Property Taxes	68,477.18	136,000.00	123,000.00	123,000.00
Sales/Use Taxes	1,121,180.74	1,800,000.00	1,820,000.00	2,000,000.00
State Compensation Fund	271,071.54	590,000.00	569,000.00	500,000.00
Transaction Tax	715,550.64	1,100,000.00	1,400,000.00	2,250,000.00
Franchise/Users Tax	114,237.32	197,400.00	205,700.00	199,700.00
Business License	452,546.04	462,500.00	462,000.00	462,000.00
Building/Plan Permits	74,476.17	34,400.00	83,600.00	56,800.00
Interest	5,712.08	9,345.00	10,425.00	10,425.00
Rental	11,217.15	15,000.00	15,000.00	15,000.00
ROPS Residual	0.00	100,000.00	50,000.00	70,000.00
SA Admin Fees Reimbursement	87,862.17	200,000.00	200,000.00	150,000.00
Misc. Revenues	63,158.43	334,020.00	98,490.00	90,530.00
Cal-Aim	0.00	850,000.00	850,000.00	850,000.00
<b>Subtotal Recurring Revenues</b>	<b>2,985,489.46</b>	<b>5,828,665.00</b>	<b>5,887,215.00</b>	<b>6,777,455.00</b>
<b>OTHER FINANCING SOURCES</b>				
Special Project Revenues	0.00	470,000.00	10,000.00	470,000.00
Grants	59,621.25	233,500.00	114,100.00	114,100.00
<b>Subtotal Other Revenue</b>	<b>59,621.25</b>	<b>703,500.00</b>	<b>124,100.00</b>	<b>584,100.00</b>
<b>Total Revenue</b>	<b>3,045,110.71</b>	<b>6,532,165.00</b>	<b>6,011,315.00</b>	<b>7,361,555.00</b>

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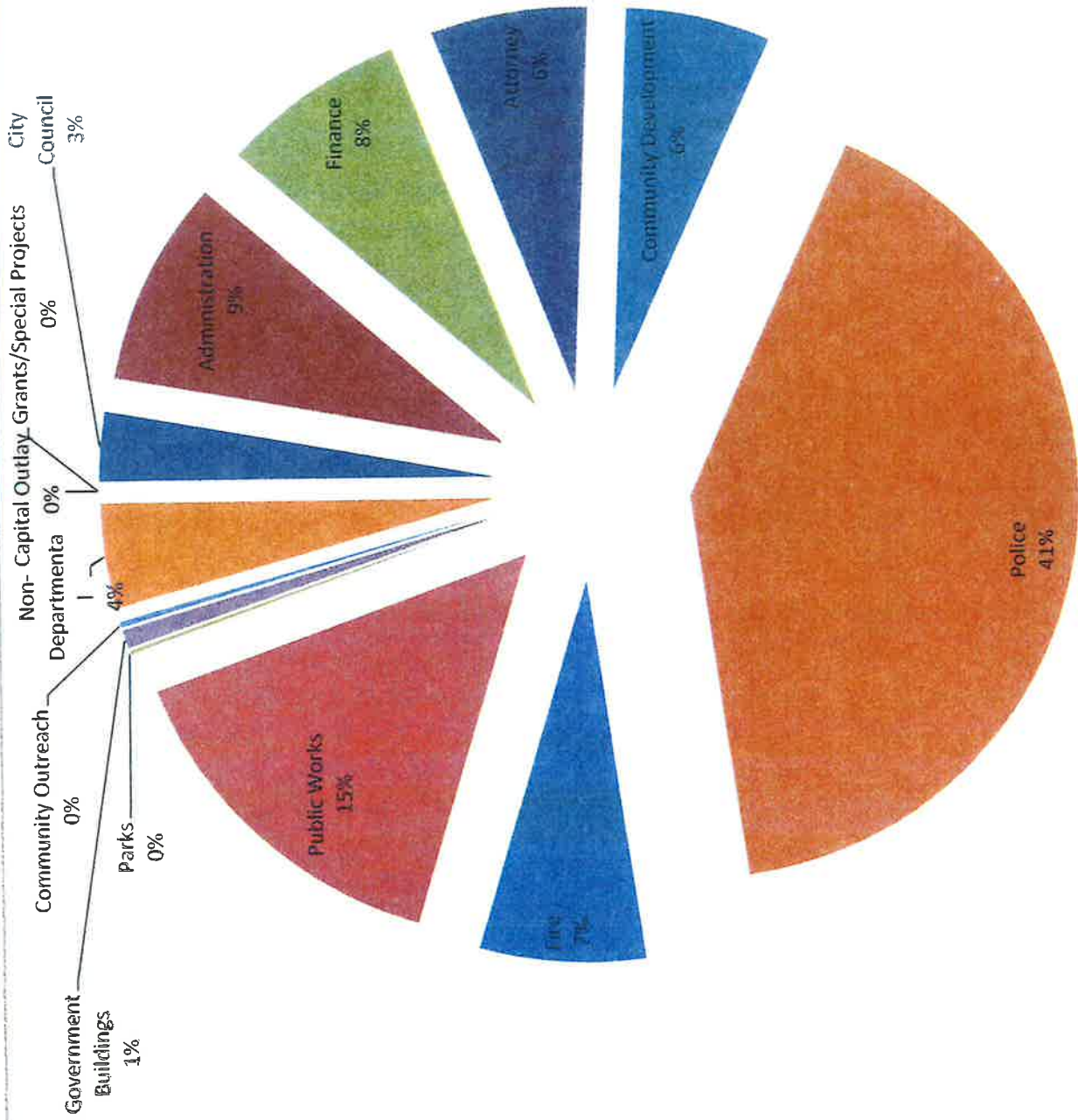
**FY i6  
Revenues**



## Budget Summary City Expenditures

Description	Actuals thru 3/31/15	Adopted City Budget FY 14-15	Adopted City Amend #1 Budget FY 14-15	Proposed City Budget FY 15-16
<b>RECURRING EXPENSES</b>				
City Council	108,798.68	220,020.00	194,260.00	229,550.00
Administration	322,671.81	535,320.00	467,370.00	505,250.00
Finance	286,474.07	440,300.00	391,860.00	440,850.00
Attorney	239,610.31	317,910.00	348,860.00	372,260.00
Community Development	223,358.82	409,560.00	371,680.00	410,025.00
Police	1,533,362.57	2,279,750.00	2,141,805.00	2,358,700.00
Fire	255,432.00	260,000.00	255,500.00	262,000.00
Public Works	552,918.67	715,950.00	789,950.00	956,000.00
Parks	6,163.04	46,500.00	30,100.00	77,000.00
Government Buildings	29,015.41	39,000.00	44,400.00	114,000.00
Community Outreach	8,915.00	19,000.00	19,000.00	19,000.00
Non-Departmental	165,169.20	756,800.00	918,800.00	1,169,200.00
<b>SUBTOTAL FOR RECURRING EXPENSES</b>	<b>3,731,889.58</b>	<b>6,040,110.00</b>	<b>5,973,585.00</b>	<b>6,913,835.00</b>
<b>OTHER EXPENSES</b>				
Capital Outlay	0.00	220,000.00	0.00	200,000.00
Grants/Special Projects	0.00	478,200.00	18,200.00	475,000.00
<b>SUBTOTAL OTHER EXPENSES</b>	<b>0.00</b>	<b>698,200.00</b>	<b>18,200.00</b>	<b>675,000.00</b>
<b>TOTAL EXPENSES</b>	<b>3,731,889.58</b>	<b>6,738,310.00</b>	<b>5,991,785.00</b>	<b>7,588,835.00</b>

**FY · 6  
Expenditures**



# REVENUES





REVENUE ACCOUNT #	Description	Actual City Revenues thru 3-15	Adopted City Revenues FY 14-15	City Amend #1 Revenues FY 14-15	Proposed City Revenues FY 15-16
	<b>Dept 00-General</b>				
4005-00	Property Tax - City	52,633.99	100,000.00	90,000.00	90,000.00
4006-00	ROPS Residual		100,000.00	50,000.00	70,000.00
4008-00	SA Admin Fees Reimbursement	87,862.17	200,000.00	200,000.00	150,000.00
4010-00	Prior Year Tax	601.54	5,000.00	2,000.00	2,000.00
4012-00	Property Tax VLF	12,352.50	25,000.00	25,000.00	25,000.00
4015-00	SB 813	731.51	1,000.00	1,000.00	1,000.00
4020-00	Prop Tax Transfer	2,157.64	5,000.00	5,000.00	5,000.00
4025-00	Users Tax	88,429.98	120,000.00	120,000.00	120,000.00
4030-00	Sales/Use Tax	1,121,180.74	1,800,000.00	1,820,000.00	2,000,000.00
4031-00	State Compensation Fund (Triple Flip)	271,071.54	590,000.00	569,000.00	500,000.00
4032-00	Transaction/ Use Tax 1/2 cent	715,550.64	1,100,000.00	1,150,000.00	2,000,000.00
4033-00	Potential Additional Transaction/Use Tax		250,000.00	250,000.00	250,000.00
4034-00	Business License CASP Fee 70%	252.70	250.00	260.00	260.00
4035-00	Cable Franchise	3,429.76	4,400.00	10,000.00	4,400.00
4040-00	Refuse Franchise	22,377.58	44,000.00	44,000.00	44,000.00
4045-00	PG & E Gas Franchise		2,000.00	2,300.00	2,300.00
4050-00	PG & E Electric Franchise		27,000.00	29,400.00	29,000.00
4055-00	Business License	450,970.30	460,000.00	460,000.00	460,000.00
4060-00	Bus Lic Late Fee	1,575.74	2,500.00	2,000.00	2,000.00
4340-00	HOPTR Tax	74.55	1,000.00	500.00	500.00
4350-00	Sanitation District Impact Fees		2,000.00	2,000.00	2,000.00
4410-00	Interest City Checking/CD	160.64	300.00	200.00	200.00
4411-00	Interest - OPEB	182.92	45.00	225.00	225.00
4420-00	Interest - LAIF	5,368.52	9,000.00	10,000.00	10,000.00
4500-00	West End Revenue	25,536.25	35,000.00	35,000.00	35,000.00
4501-00	Art Committee Revenue		200.00	200.00	200.00
4550-00	Publications -Copies	96.95	200.00	200.00	200.00
4710-00	Mitigation		1,500.00	1,500.00	1,300.00
4730-00	Other-Non Dept.	8,701.36	1,000.00	18,000.00	10,000.00
4732-00	Reimbursements	-181.03	2,700.00	200.00	2,000.00
4740-00	Rental/Lease	11,217.15	15,000.00	15,000.00	15,000.00
	<b>SUB TOTAL</b>	<b>2,882,335.64</b>	<b>4,904,095.00</b>	<b>4,912,985.00</b>	<b>5,831,585.00</b>

REVENUE ACCOUNT #	Description	Actual City Revenues thru 3-15	Adopted City Revenues FY 14-15	City Amend #1 Revenues FY 14-15	Proposed City Revenues FY 15-16
	<b>Dept 05-Planning</b>				
4115-05	Building Permit	25,843.15	10,000.00	27,000.00	15,000.00
4120-05	Coastal Permit	150.00	1,000.00	200.00	300.00
4125-05	CUP	1,600.00	7,000.00	4,000.00	4,000.00
4140-05	Mobile Home Permit		200.00	200.00	200.00
4145-05	Site Permit	750.00	1,500.00	800.00	800.00
4150-05	Building Development	551.70	100.00	700.00	250.00
4155-05	Design Review Comm	541.61	600.00	700.00	250.00
4160-05	Other Planning Fees	16,945.00	3,000.00	20,000.00	20,000.00
4165-05	Plan Check Fees	27,094.71	10,000.00	29,000.00	15,000.00
4219-05	Parking Permits	1,000.00	1,000.00	1,000.00	1,000.00
	<b>SUB TOTAL</b>	<b>74,476.17</b>	<b>34,400.00</b>	<b>83,600.00</b>	<b>56,800.00</b>
	<b>Dept 08-Police</b>				
4210-08	City Fines	1,518.19	2,000.00	2,000.00	2,000.00
4221-08	SC Parking Collections	7,350.00	13,000.00	10,000.00	10,000.00
4225-08	Vehicle Abatement	70.71	500.00	500.00	100.00
4325-08	Motor Vehicle	6,370.55	500.00	6,800.00	6,800.00
4330-08	Prop 172 -911	222.70	200.00	250.00	250.00
4335-08	Post Reimbursement		4,000.00	2,000.00	4,000.00
4515-08	Dog Licensing	10.00	20.00	20.00	20.00
4525-08	Unclaimed Property		100.00	100.00	100.00
4560-08	Special Police	370.00	500.00	500.00	500.00
	<b>SUB TOTAL</b>	<b>15,912.15</b>	<b>20,820.00</b>	<b>22,170.00</b>	<b>23,770.00</b>
	<b>Dept 11-Public Works</b>				
31-4305-11	Gas Tax-2105	1,384.87	1,650.00	2,100.00	2,000.00
31-4305-11	Gas Tax-2106	3,788.47	6,100.00	6,000.00	5,900.00
31-4305-11	Gas Tax-2107	1,717.70	2,000.00	2,860.00	2,700.00
31-4305-11	Gas Tax-2107.5	2,000.00	1,000.00	2,000.00	1,000.00
31-4305-11	Gas Tax-2103	2,488.94	3,600.00	3,500.00	1,700.00
35-4205-11	Ca Code Fines	1,385.52	5,000.00	2,000.00	2,000.00
	<b>SUB TOTAL</b>	<b>12,765.50</b>	<b>19,350.00</b>	<b>18,460.00</b>	<b>15,300.00</b>
4833-00	<b>Other Recurring Revenues</b>				
	Cal-Am Lease Payment	0.00	850,000.00	850,000.00	850,000.00
	<b>SUB TOTAL</b>	<b>0.00</b>	<b>850,000.00</b>	<b>850,000.00</b>	<b>850,000.00</b>
	<b>Sub Total Recurring Revenues</b>	<b>2,985,489.46</b>	<b>5,828,665.00</b>	<b>5,887,215.00</b>	<b>6,777,455.00</b>

REVENUE ACCOUNT #	Description	Actual City Revenues thru 3-15	Adopted City Revenues FY 14-15	City Amend #1 Revenues FY 14-15	Proposed City Revenues FY 15-16
<b>Special Project Revenues</b>					
4540-00	King Ventures EIR		100,000.00	0.00	100,000.00
	S. of Tioga Traffic Study Project Reimb.		100,000.00	0.00	100,000.00
	Cal Am 2 Wells Reimbursement		120,000.00	0.00	120,000.00
	Planning Assistance Reimbursement		50,000.00	0.00	50,000.00
	Ghandour - Compliance/Conditions		100,000.00	10,000.00	100,000.00
	<b>SUB TOTAL</b>	<b>0.00</b>	<b>470,000.00</b>	<b>10,000.00</b>	<b>470,000.00</b>
<b>Grants</b>					
4069-08	COPS Grant	58,333.35	100,000.00	100,000.00	100,000.00
4647-08	Bulletproof Vest Grant	1,287.90	1,600.00	1,600.00	1,600.00
4733-00	Recycling Grant		5,000.00	5,000.00	5,000.00
	California Ave. - TAMC RSTP		120,000.00	0.00	0.00
4729-00	MBASIA Safety Grant/Fitness		6,900.00	7,500.00	7,500.00
	<b>SUB TOTAL</b>	<b>59,621.25</b>	<b>233,500.00</b>	<b>114,100.00</b>	<b>114,100.00</b>
	<b>Sub Total Special Project/Grant Revenues</b>	<b>59,621.25</b>	<b>703,500.00</b>	<b>124,100.00</b>	<b>584,100.00</b>
	<b>Grand Total Revenues</b>	<b>3,045,110.71</b>	<b>6,532,165.00</b>	<b>6,011,315.00</b>	<b>7,361,555.00</b>

# EXPENDITURES



ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
<b>NON DEPARTMENT</b>					
5004-00	Art Committee Events (West End)	60,347.92	80,000.00	80,000.00	80,000.00
5005-00	Arts Committee	2,376.87	2,500.00	2,500.00	5,000.00
5010-00	Capital Outlay	0.00	20,000.00	20,000.00	20,000.00
	GASB 68 - Unfunded Liability	0.00	0.00	0.00	230,000.00
5025-00	Dues and Subscriptions	370.00	1,000.00	1,000.00	1,000.00
5026-00	Memberships/Chambers/Visitor Bureau	10,265.00	20,000.00	20,000.00	20,000.00
5070-00	Health Insurance	6,535.86	40,500.00	9,000.00	9,900.00
5135-00	LAFCO	5,224.61	5,400.00	5,300.00	5,300.00
5136-00	OPEB Obligation	0.00	450,000.00	650,000.00	650,000.00
5202-00	EAP Program	1,125.00	1,300.00	1,200.00	1,200.00
5425-00	Technical Support	1,386.00	4,000.00	2,000.00	2,000.00
5905-00	City Events	14,256.26	35,000.00	35,000.00	35,000.00
5911-00	FORA	14,000.00	14,000.00	14,000.00	14,000.00
5920-00	Advertising	0.00	2,000.00	500.00	1,000.00
5925-00	Liability Insurance	8,297.80	8,300.00	8,300.00	6,200.00
5930-00	Miscellaneous Expense	210.00	5,000.00	5,000.00	5,000.00
5935-00	Office Equipment Maint.	5,059.28	6,000.00	6,000.00	6,000.00
5940-00	Office Supplies	17,338.27	25,000.00	25,000.00	25,000.00
5945-00	Telephone	733.36	1,000.00	1,000.00	1,000.00
5950-00	Physical Exams/Vaccinations	0.00	1,200.00	1,200.00	1,200.00
5955-00	Public Official Bond	2,310.00	1,400.00	2,400.00	1,000.00
5960-00	Utilities	11,310.37	17,000.00	17,000.00	17,000.00
5970-00	Equipment Purchase	2,576.14	10,000.00	10,000.00	10,000.00
5980-00	Bank Charges	265.00	200.00	400.00	400.00
5998-00	Internet/Web	1,181.46	4,000.00	2,000.00	2,000.00
5140-00	Records Retention	0.00	2,000.00	0.00	20,000.00
	<b>SUB TOTAL NON DEPARTMENT</b>	<b>165,169.20</b>	<b>756,800.00</b>	<b>918,800.00</b>	<b>1,169,200.00</b>
<b>CITY COUNCIL</b>					
5000-01	Municipal Code			9,000.00	5,000.00
5010-01	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5022-01	MPRWA	4,345.00	4,500.00	4,400.00	4,500.00
5025-01	Dues/Subscriptions	943.00	2,500.00	1,500.00	1,500.00
5030-01	Mileage/Expense	2,824.06	4,000.00	4,000.00	4,000.00
5065-01	Dental	6,797.52	9,800.00	9,100.00	10,300.00
5066-01	Vision	400.00	1,800.00	1,000.00	1,800.00
5070-01	Health Benefits	32,862.00	46,100.00	42,800.00	42,700.00
5071-01	Health Incentives	14,617.50	17,300.00	20,700.00	20,700.00
5075-01	Pers Retirement	3,480.96	6,600.00	6,600.00	6,700.00
5078-01	PERS Survivor Benefits	180.00	200.00	180.00	250.00
5079-01	Deferred Comp Contribution	0.00	500.00	0.00	500.00
5080-01	FICA/ Medicare	1,678.23	2,000.00	2,000.00	2,000.00
5095-01	Training & Conferences	9,470.09	15,000.00	15,000.00	15,000.00
5100-01	Watermaster Assessment	2,470.00	3,000.00	2,500.00	2,500.00
5110-01	Council Meetings	13,500.00	18,000.00	18,000.00	18,000.00

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
5120-01	Elections	0.00	5,000.00	1,400.00	0.00
5130-01	Contingency Funds	339.32	50,000.00	25,000.00	50,000.00
5131-01	Website	1,452.50	5,000.00	7,000.00	15,000.00
5920-01	Advertising - "Coop" Newspaper	9,146.00	14,000.00	14,000.00	14,000.00
5945-01	Council Phones	3,482.50	4,000.00	4,000.00	4,000.00
5985-01	Exercise Program	810.00	720.00	1,080.00	1,100.00
	<b>SUB TOTAL CITY COUNCIL</b>	<b>108,798.68</b>	<b>220,020.00</b>	<b>194,260.00</b>	<b>229,550.00</b>
	<b>ADMINISTRATION</b>				
5000-02	Muni Code Alert	0.00	5,000.00	0.00	0.00
5010-02	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5020-02	Contract Services - Personnel	8,775.00	10,000.00	12,000.00	12,000.00
5020-02	Contract Services - Bartel	0.00	0.00	0.00	15,000.00
5025-02	Dues/Subscriptions	1,870.00	4,000.00	4,000.00	3,000.00
5030-02	Mileage	2,270.72	4,000.00	3,500.00	4,000.00
5040-02	Salaries	186,537.90	251,600.00	252,500.00	240,300.00
5040-02	2.5% COLA	0.00	6,300.00	0.00	0.00
5040-02	Negotiated 3-Year Contract	0.00	0.00	0.00	2,800.00
5042-02	Cash Outs	14,497.22	15,000.00	15,000.00	18,000.00
5055-02	Overtime	660.29	2,000.00	1,000.00	1,000.00
5060-02	Long Term Disability	1,703.52	3,700.00	2,900.00	3,200.00
5065-02	Dental Insurance	2,420.07	5,200.00	4,000.00	5,000.00
5066-02	Vision Insurance	400.00	800.00	700.00	700.00
5067-02	Life Insurance	422.54	700.00	600.00	700.00
5070-02	Health Benefits	15,196.50	25,400.00	20,700.00	23,500.00
5070-02	Health Benefits - Admin Retirees	3,070.44	0.00	4,200.00	4,700.00
5071-02	Health Incentives	6,960.62	9,500.00	10,300.00	11,400.00
5075-02	Pers Retirement	41,844.22	85,900.00	63,500.00	65,900.00
5075-02	2.5% COLA	0.00	2,200.00	0.00	0.00
5075-02	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	1,000.00
5078-02	PERS Survivor Benefits	90.00	120.00	90.00	250.00
5079-02	Deferred Comp Contributions	1,450.00	2,400.00	2,300.00	2,400.00
5080-02	FICA/Medicare	3,086.59	5,000.00	5,000.00	4,000.00
5085-02	CA SUI	736.98	1,000.00	1,000.00	1,000.00
5095-02	Training & Conferences	5,355.85	15,000.00	10,000.00	15,000.00
5130-02	Contingency Fund	0.00	25,000.00	15,000.00	25,000.00
5210-02	Payroll Processing/Other	2,830.99	4,000.00	4,000.00	4,000.00
5220-02	Special Projects Consulting/Appraisals	0.00	10,000.00	0.00	10,000.00
5425-02	Tech Support - Admin	2,320.50	0.00	4,000.00	4,000.00
5945-02	Admin Phones	3,677.15	5,000.00	5,000.00	5,000.00
5951-02	Applicant Outreach	14,293.07	15,000.00	15,000.00	1,050.00
5965-02	Workers Comp	0.00	0.00	0.00	0.00
5970-02	Equipment/ Furniture Purchase	1,296.64	10,000.00	5,000.00	10,000.00
5985-02	Exercise Program	905.00	1,500.00	1,080.00	1,350.00
	<b>SUB TOTAL ADMINISTRATION</b>	<b>322,671.81</b>	<b>535,320.00</b>	<b>467,370.00</b>	<b>505,250.00</b>

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
<b>FINANCE</b>					
5010-03	Capital Outlay	0.00	15,000.00	5,000.00	15,000.00
5020-03	Contractual/Temp.	0.00	10,000.00	5,000.00	10,000.00
5023-03	Sales Tax/Transaction Tax Admin Fees	28,364.98	28,000.00	28,500.00	35,000.00
5025-03	Dues/Subscriptions	525.00	1,000.00	1,000.00	1,000.00
5030-03	Mileage	1,350.00	2,000.00	2,000.00	2,000.00
5040-03	Salaries	118,297.08	154,000.00	157,800.00	165,500.00
5040-03	2.5% COLA	0.00	3,900.00	0.00	0.00
5040-03	Negotiated 3-Year Contract	0.00	0.00	0.00	2,800.00
5042-03	Cash Outs	12,749.37	15,000.00	12,800.00	15,000.00
5060-03	Long Term Disability	1,826.10	2,500.00	2,500.00	2,500.00
5065-03	Dental	1,926.09	2,800.00	2,600.00	2,700.00
5066-03	Vision	49.99	600.00	500.00	500.00
5067-03	Life Insurance	400.95	600.00	600.00	600.00
5070-03	Health Benefits	14,606.55	20,200.00	19,200.00	19,200.00
5071-03	Health Incentives	4,385.25	5,200.00	6,200.00	6,200.00
5075-03	Pers Retirement	38,129.51	56,000.00	57,200.00	61,300.00
5075-03	2.5% COLA	0.00	1,400.00	0.00	0.00
5075-03	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	1,000.00
5078-03	PERS Survivor Benefits	90.00	100.00	90.00	100.00
5079-03	Deferred Comp Contributions	1,200.00	1,800.00	1,800.00	1,800.00
5080-03	FICA/Medicare	1,987.01	3,000.00	3,000.00	3,000.00
5085-03	SUI	147.00	500.00	500.00	150.00
5095-03	Training/Conferences	1,692.53	5,000.00	5,000.00	5,000.00
5222-03	Regional Taxi Authority Costs	0.00	3,800.00	3,800.00	4,700.00
5405-03	Property Tax Admin Fees	0.00	25,000.00	0.00	0.00
5410-03	Audit	35,500.00	34,500.00	35,500.00	38,000.00
5415-03	Management Services	1,620.00	7,500.00	6,000.00	6,000.00
5415-03	Cleanvue	1,750.00	3,500.00	3,500.00	3,500.00
5425-03	Tech Support - Finance	6,573.15	10,000.00	10,000.00	10,000.00
5440-03	BL Prop. & Sales Tax Agreements (HDL)	11,629.20	16,500.00	16,500.00	18,000.00
5945-03	Phones/Modem	0.00	500.00	0.00	0.00
5970-03	Equipment/ Furniture Purchase	1,449.31	10,000.00	5,000.00	10,000.00
5985-03	Exercise	225.00	400.00	270.00	300.00
	<b>SUB TOTAL FINANCE</b>	<b>286,474.07</b>	<b>440,300.00</b>	<b>391,860.00</b>	<b>440,850.00</b>

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
<b>ATTORNEY</b>					
5070-04	Health Benefits	6,572.40	9,250.00	8,600.00	8,600.00
5071-04	Health Incentives	2,923.50	3,500.00	4,200.00	4,200.00
5075-04	Pers Retirement	28,385.84	41,600.00	42,600.00	43,500.00
5075-04	2.5% COLA	0.00	1,100.00	0.00	0.00
5075-04	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	750.00
5078-04	PERS Survivor Benefits	60.00	60.00	60.00	60.00
5080-04	FICA/Medicare	1,245.60	1,500.00	1,500.00	1,500.00
5085-04	SUI	147.00	400.00	400.00	150.00
5095-04	Conferences & Meetings	1,998.18	2,000.00	3,000.00	3,000.00
5510-04	Retainer	88,067.16	114,600.00	117,500.00	117,500.00
5510-04	2.5% COLA	0.00	2,900.00	0.00	0.00
5510-04	Negotiated 3-Year Contract	0.00	0.00	0.00	2,000.00
5520-04	Special Projects	0.00	10,000.00	5,000.00	10,000.00
5521-04	Outside Counsel	109,993.13	100,000.00	150,000.00	150,000.00
5522-04	Attorneys Costs	217.50	1,000.00	1,000.00	1,000.00
5540-04	Legal Contingencies	0.00	20,000.00	10,000.00	20,000.00
5545-04	Personnel Issues	0.00	10,000.00	5,000.00	10,000.00
	<b>SUB TOTAL ATTORNEY</b>	<b>239,670.31</b>	<b>317,910.00</b>	<b>348,860.00</b>	<b>372,260.00</b>
<b>PLANNING</b>					
5010-05	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5020-05	Contract Services - Feeney	0.00	20,000.00	0.00	0.00
5020-05	Contract Services-PMC	4,091.25	50,000.00	10,000.00	0.00
5020-05	Contract Services - EMC Housing	0.00	0.00	15,000.00	32,000.00
5020-05	Contract Services - EMC Planning	0.00	0.00	30,000.00	60,000.00
5025-05	Dues/Subscriptions	425.00	3,000.00	1,000.00	1,500.00
5030-05	Mileage	900.00	2,000.00	1,500.00	2,000.00
5040-05	Salaries	132,873.37	181,800.00	180,800.00	168,700.00
5040-05	2.5% COLA	0.00	4,600.00	0.00	0.00
5040-05	Negotiated 3-Year Contract	0.00	0.00	0.00	1,600.00
5042-05	Cash Outs	6,497.52	10,000.00	6,500.00	11,000.00
5055-05	Overtime	1,002.23	2,000.00	1,500.00	1,500.00
5060-05	Long Term Disability	423.99	2,000.00	1,200.00	1,500.00
5065-05	Dental Insurance	867.04	2,500.00	1,500.00	2,400.00
5066-05	Vision Insurance	0.00	600.00	400.00	400.00
5067-05	Life Insurance	357.83	600.00	500.00	600.00
5070-05	Health Benefits	8,624.10	16,200.00	12,100.00	15,000.00
5071-05	Health Benefits - Planning Retirees	9,169.32	0.00	12,200.00	12,400.00
5075-05	Health Incentives	4,037.08	6,100.00	6,200.00	7,200.00
5075-05	PERS Retirement	24,547.34	60,600.00	37,500.00	39,400.00
5075-05	2.5% COLA	0.00	1,600.00	0.00	0.00
5075-05	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	600.00
5078-05	PERS Survivor Benefits	0.00	60.00	0.00	75.00
5079-05	Deferred Comp Contributions	1,050.00	1,800.00	1,700.00	1,800.00
5080-05	FICA/Medicare	2,132.81	3,000.00	3,000.00	2,500.00
5085-05	SUI	147.00	400.00	400.00	150.00
5095-05	Training/Conferences	1,065.77	2,500.00	1,200.00	2,500.00
5320-05	Plan Check/Building Fees	19,643.98	10,000.00	30,000.00	20,000.00



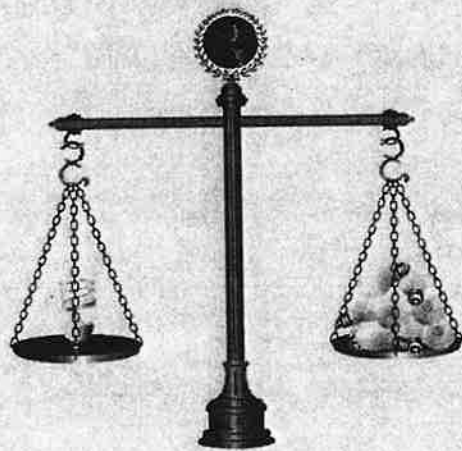
ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
5370-05	Planning - Other	35.00	3,000.00	1,000.00	1,000.00
5425-05	Tech Support - Planning	367.50	0.00	800.00	800.00
5920-05	Legal Advertising	2,215.55	8,000.00	5,000.00	5,000.00
5945-05	Planning Phones	2,183.54	1,800.00	3,000.00	3,000.00
5970-05	Equipment	561.60	5,000.00	2,500.00	5,000.00
5985-05	Exercise Program	140.00	400.00	180.00	400.00
	<b>SUB TOTAL PLANNING</b>	<b>223,358.82</b>	<b>409,560.00</b>	<b>371,680.00</b>	<b>410,025.00</b>
<b>PUBLIC SAFETY</b>					
5010-08	Capital Outlay - Vehicles	58,343.06	40,000.00	59,000.00	100,000.00
5010-08	Capital Outlay - Body Cameras	0.00	0.00	0.00	5,000.00
5010-08	Capital Outlay - Police Locker Room	0.00	0.00	12,500.00	0.00
5020-08	Contract Services - Vehicle Grant	1,092.50	0.00	2,000.00	0.00
5020-08	Regional Crime Analyst - PRVNT	0.00	0.00	1,600.00	10,000.00
5020-08	Contract Services - Temp Code Enforcem	0.00	0.00	0.00	24,000.00
5025-08	Contract Services - Temp Code Enforcem	555.00	1,500.00	1,000.00	1,000.00
5030-08	Dues and Subscriptions	67.84	4,000.00	1,000.00	4,000.00
5040-08	Mileage Allowance	656,511.04	998,000.00	896,000.00	950,000.00
5040-08	Salaries	0.00	25,000.00	0.00	0.00
5040-08	2.5% COLA	0.00	0.00	0.00	30,500.00
5040-08	Negotiated 3-Year Contract	0.00	0.00	0.00	0.00
5041-08	Workers Comp Wages - 4850	69,798.69	32,200.00	70,000.00	192,000.00
5042-08	Cash Outs for Holiday & Overtime	105,902.63	130,000.00	130,000.00	10,000.00
5043-08	Holiday	6,021.92	20,000.00	10,000.00	37,300.00
5044-08	Workers Comp Wages - TTD	2,456.32	0.00	30,000.00	10,000.00
5055-08	Overtime	3,446.19	10,000.00	5,000.00	2,650.00
5060-08	Long Term Disability	1,764.00	2,600.00	2,400.00	2,900.00
5065-08	Dental Insurance	15,039.54	24,300.00	20,100.00	23,900.00
5066-08	Vision Insurance	765.98	3,000.00	3,000.00	2,000.00
5067-08	Life Insurance	3,300.32	4,700.00	4,500.00	4,700.00
5070-08	Health Benefits	80,330.55	123,800.00	107,500.00	117,400.00
5071-08	Health Benefits - Police Retirees	9,026.64	0.00	12,500.00	12,900.00
5075-08	Health Incentives	33,620.25	44,000.00	49,200.00	53,600.00
5075-08	Pers Retirement	219,184.02	378,500.00	325,600.00	345,100.00
5075-08	2.5% COLA	0.00	9,300.00	0.00	0.00
5075-08	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	7,900.00
5077-08	Pers Replacement Benefit Contribution	6,040.56	0.00	7,300.00	7,500.00
5078-08	PERS Survivor Benefits	480.00	500.00	480.00	500.00
5079-08	Deferred Comp Contributions	7,630.56	12,100.00	11,400.00	12,300.00
5080-08	FICA/Medicare	13,443.17	22,000.00	22,000.00	17,000.00
5085-08	SUI	1,559.52	4,000.00	4,000.00	2,000.00
5095-08	Training/Conferences	2,439.76	10,000.00	5,000.00	10,000.00
5096-08	Post Training	210.61	5,000.00	2,000.00	5,000.00
5130-08	Contingency	0.00	10,000.00	0.00	10,000.00
5445-08	Personnel Consulting	3,500.00	5,000.00	8,000.00	8,000.00
5710-08	Animal Regulation/Vet Services	640.00	1,000.00	1,000.00	1,000.00
5715-08	Auto Fuel	10,871.10	24,000.00	15,000.00	20,000.00
5720-08	Auto Maintenance & Repair	11,600.90	20,000.00	20,000.00	20,000.00
5721-08	Auto-Detailing	1,918.05	2,000.00	2,200.00	2,200.00
5725-08	ACJIS/Clets/County Communications	3,901.73	10,000.00	10,000.00	10,000.00

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
5727-08	911 Center - Operations	0.00	27,000.00	27,000.00	29,000.00
5740-08	Employment Screening	0.00	3,000.00	4,000.00	4,000.00
5745-08	Equipment-Police	6,923.15	10,000.00	12,000.00	12,000.00
5746-08	Range Fees & Supplies	1,508.50	20,000.00	10,000.00	10,000.00
5765-08	Reserve Services	15,275.54	25,000.00	20,000.00	25,000.00
5765-08	2.5% COLA	0.00	1,000.00	0.00	0.00
5765-08	Negotiated 3-Year Contract	0.00	0.00	0.00	1,200.00
5770-08	Equip/ Computer	2,450.36	10,000.00	10,000.00	10,000.00
5785-08	Police Supplies	6,805.94	10,000.00	10,000.00	10,000.00
5794-08	Special Skills	900.00	1,200.00	1,200.00	1,200.00
5795-08	Uniform Allowance/Purchase/Replacement	7,480.00	10,000.00	12,000.00	10,000.00
5796-08	Education	4,275.00	8,200.00	7,275.00	5,700.00
5797-08	Arrest/Investigations/Live Scan	2,020.00	5,000.00	5,000.00	5,000.00
5798-08	Tracnet & computer maintenance	21,547.11	28,000.00	28,000.00	28,000.00
5908-08	Liability Claims	1,677.34	0.00	1,700.00	2,000.00
5925-08	Liability Insurance	74,680.20	74,700.00	74,700.00	55,500.00
5930-08	Miscellaneous	0.00	5,000.00	2,500.00	5,000.00
5934-08	NGEN Maintenance	5,670.00	7,600.00	7,600.00	7,600.00
5935-08	NGEN Infrastructure	5,418.57	7,000.00	7,000.00	17,000.00
5945-08	Phones/Pagers	7,326.91	10,000.00	10,000.00	10,000.00
5965-08	Worker's Compensation	13,529.70	13,500.00	13,600.00	13,500.00
5985-08	Exercise Program	2,520.00	4,600.00	4,500.00	5,100.00
5998-08	PD Internet	1,599.60	2,100.00	2,100.00	2,100.00
6618-08	NGEN Principal	18,262.58	18,300.00	18,300.00	19,000.00
6619-08	NGEN Interest	2,049.62	2,050.00	2,050.00	1,350.00
	<b>SUB TOTAL PUBLIC SAFETY</b>	<b>1,533,362.57</b>	<b>2,279,750.00</b>	<b>2,141,805.00</b>	<b>2,358,700.00</b>
<b>FIRE DEPARTMENT</b>					
5750-09	Fire Contract	255,432.00	260,000.00	255,500.00	262,000.00
	<b>SUB TOTAL FIRE DEPARTMENT</b>	<b>255,432.00</b>	<b>260,000.00</b>	<b>255,500.00</b>	<b>262,000.00</b>
<b>PUBLIC WORKS</b>					
5010-11	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5010-11	Vehicle	0.00	20,000.00	20,000.00	0.00
5010-11	Street Lights - Sand Dunes Drive	0.00	0.00	0.00	125,000.00
5010-11	Traffic/Surveillance Cameras	0.00	0.00	0.00	5,000.00
5020-11	Contract Services	0.00	5,000.00	2,500.00	5,000.00
5020-11	Contract Services-C/D	103,506.99	60,000.00	130,000.00	110,000.00
5020-11	Storm Water Mgmt Contract - C&D	35,764.00	50,000.00	50,000.00	50,000.00
5025-11	Dues and Publications	0.00	200.00	200.00	200.00
5027-11	Permits & Licenses	3,773.00	5,000.00	5,000.00	5,000.00
5028-11	Pest Control	1,600.00	5,000.00	2,000.00	2,000.00
5040-11	Salaries	141,377.21	184,300.00	188,900.00	193,000.00
5040-11	2.5% COLA	0.00	4,700.00	0.00	0.00
5040-11	Negotiated 3-Year Contract	0.00	0.00	0.00	3,200.00
5042-11	Cash Outs	11,494.91	7,000.00	15,000.00	13,000.00
5055-11	Overtime	0.00	2,000.00	500.00	500.00
5060-11	Long Term Disability	159.66	250.00	250.00	250.00
5065-11	Dental Insurance	4,432.77	6,400.00	6,000.00	6,200.00

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
5066-11	Vision Insurance	512.94	1,200.00	1,200.00	1,200.00
5067-11	Life Insurance	645.10	800.00	800.00	800.00
5070-11	Health Benefits	29,575.80	41,450.00	38,500.00	38,500.00
5071-11	Health Incentives	13,155.75	15,550.00	18,600.00	18,600.00
5075-11	Pers Retirement	45,820.03	67,200.00	68,900.00	71,900.00
5075-11	2.5% COLA	0.00	1,700.00	0.00	0.00
5075-11	Retirement Negotiated 3-Year Contract	0.00	0.00	0.00	1,200.00
5078-11	PERS Survivor Benefits	180.00	200.00	180.00	200.00
5079-11	Deferred Comp Contribution	1,200.00	1,600.00	1,800.00	1,800.00
5080-11	FICA/Medicare	2,770.98	3,500.00	3,500.00	3,500.00
5085-11	CA SUI	441.00	900.00	900.00	600.00
5095-11	Training/Conferences	179.00	1,000.00	500.00	1,000.00
5425-11	Tech Support - PW	1,869.00	1,500.00	2,500.00	2,500.00
5795-11	PW Uniform Maintenance & Replacement	1,542.24	2,500.00	2,500.00	2,500.00
5820-11	Perc Drainage System- Maintenance	4,400.00	8,800.00	4,400.00	8,800.00
5820-11	Storm Water 3 Year Sediment Removal	0.00	0.00	0.00	0.00
5845-11	Hope Program	32,021.72	50,000.00	50,000.00	54,000.00
5855-11	Street Lighting	11,158.50	9,000.00	16,000.00	16,000.00
5860-11	Street Work Maintenance	1,261.24	10,000.00	10,000.00	10,000.00
5861-11	Adopt A Highway	2,655.00	3,600.00	3,600.00	3,600.00
5865-11	Flags/Banners	21.58	5,000.00	5,000.00	5,000.00
5870-11	Street Sweeping	18,873.00	25,500.00	25,500.00	35,000.00
5873-11	Bike Trail Electric	2,311.96	5,000.00	5,000.00	5,000.00
5884-11	PW Trailer Security	720.72	1,000.00	1,000.00	1,000.00
5885-11	PW Supplies	1,884.00	5,000.00	5,000.00	5,000.00
5888-11	Equipment Rental	997.72	4,000.00	2,000.00	2,000.00
5889-11	Urban Run Off/Storm Drain/Cost Share w	0.00	5,000.00	11,000.00	11,000.00
5890-11	PW Contingency	0.00	5,000.00	5,000.00	5,000.00
5898-11	Street Signs (Mandate)	5,685.42	5,000.00	7,000.00	20,000.00
5935-11	PW Equipment Maintenance	77.72	1,000.00	500.00	1,000.00
5945-11	Phones/Pagers	2,124.65	3,000.00	3,000.00	3,000.00
5961-11	Refuse/Trash/Pick Up	1,674.24	2,500.00	2,500.00	2,500.00
5965-11	Worker's Compensation	61,635.30	61,500.00	61,700.00	88,900.00
5970-11	Equipment Purchase	4,291.42	5,000.00	5,000.00	5,000.00
5985-11	Exercise	540.00	1,100.00	720.00	750.00
5998-11	Internet/Cable	584.10	800.00	800.00	800.00
	<b>SUB TOTAL PUBLIC WORKS</b>	<b>552,918.67</b>	<b>715,950.00</b>	<b>789,950.00</b>	<b>956,000.00</b>

ACCOUNT NUMBER	Description	Actual City Expenses thru 3-15	Adopted City Budget Expenses FY 14-15	Amend #1 City Budget Expenses FY 14-15	Proposed City Budget Expenses FY 15-16
<b>PARKS</b>					
5010-12	Capital Outlay - Plumbing, Stairway	0.00	30,000.00	15,000.00	30,000.00
5020-12	Contract Services	0.00	2,000.00	1,000.00	2,000.00
5020-12	Contract Services - Arborist	0.00	0.00	0.00	30,000.00
5122-12	Community Garden/Beach Clean Up	1,642.79	1,500.00	2,100.00	2,000.00
5630-12	Parks Maintenance	1,119.08	5,000.00	5,000.00	5,000.00
5881-12	Parks Supplies	3,146.85	5,000.00	5,000.00	5,000.00
5935-12	Parks Equip. Maintenance	65.00	1,000.00	1,000.00	1,000.00
5970-12	Parks Equip. Purchase	189.32	2,000.00	1,000.00	2,000.00
	<b>SUB TOTAL PARKS</b>	<b>6,163.04</b>	<b>46,500.00</b>	<b>30,100.00</b>	<b>77,000.00</b>
<b>GOVERNMENT BUILDINGS &amp; FACILITIES</b>					
5010-15	Capital Outlay - Bathroom/Flooring	0.00	10,000.00	10,000.00	50,000.00
5010-15	City Hall Design & Review	0.00	0.00	0.00	15,000.00
5010-15	City Hall Camera	0.00	0.00	0.00	5,000.00
5010-15	City Hall T-Lines	0.00	0.00	0.00	10,000.00
5884-15	Security	1,192.67	2,000.00	2,000.00	2,000.00
5915-15	Fire/Bid/Auto Insurance	14,353.00	12,000.00	14,400.00	12,000.00
6020-15	Maintenance & Repair	13,469.74	15,000.00	18,000.00	20,000.00
	<b>SUB TOTAL GOVERNMENT BUILDINGS</b>	<b>29,015.41</b>	<b>39,000.00</b>	<b>44,400.00</b>	<b>114,000.00</b>
<b>COMMUNITY OUTREACH</b>					
5910-00	Donations/Contributions	8,915.00	16,000.00	16,000.00	16,000.00
6120-17	Disaster Supplies	0.00	1,500.00	1,500.00	1,500.00
6222-18	Boys & Girls Club	0.00	1,000.00	1,000.00	1,000.00
6130-18	MST Taxi Voucher Service	0.00	500.00	500.00	500.00
	<b>SUB TOTAL COMM. OUTREACH</b>	<b>8,915.00</b>	<b>19,000.00</b>	<b>19,000.00</b>	<b>19,000.00</b>
	<b>SUB TOTAL FOR RECURRING</b>	<b>3,731,889.58</b>	<b>6,040,110.00</b>	<b>5,973,585.00</b>	<b>6,913,835.00</b>
<b>CAPITAL IMPROVEMENT/DEBT PAYMENTS</b>					
5010-20	California Ave. - TAMC RSTP	0.00	120,000.00	0.00	0.00
5010-20	Capital Improvements/Streets	0.00	100,000.00	0.00	200,000.00
	<b>SUB TOTAL CAPITAL IMP/DEBT</b>	<b>0.00</b>	<b>220,000.00</b>	<b>0.00</b>	<b>200,000.00</b>
<b>GRANTS/SPECIAL PROJECTS</b>					
5733-00	Recycling Grant	0.00	5,000.00	5,000.00	5,000.00
5736-08	Bulletproof Vest Grant	0.00	3,200.00	3,200.00	0.00
6425-00	King Ventures EIR	0.00	100,000.00	0.00	100,000.00
	S. of Tioga Traffic Study Project	0.00	100,000.00	0.00	100,000.00
	Cal Am 2 Wells - Cal Am Reimb.	0.00	120,000.00	0.00	120,000.00
	Planning Assistance/Reimbursable	0.00	50,000.00	0.00	50,000.00
	Ghandour	0.00	100,000.00	10,000.00	100,000.00
	<b>SUBTOTAL GRANTS/ SPEC PROJECTS</b>	<b>0.00</b>	<b>478,200.00</b>	<b>18,200.00</b>	<b>475,000.00</b>
	<b>TOTAL SPECIAL OPERATIONS/PROGRAMS</b>	<b>0.00</b>	<b>698,200.00</b>	<b>18,200.00</b>	<b>675,000.00</b>
	<b>GRAND TOTAL EXPENSES</b>	<b>3,731,889.58</b>	<b>6,738,310.00</b>	<b>5,991,785.00</b>	<b>7,588,835.00</b>

# SUMMARIES



**Successor Agency  
FY 2015-2016**

**Budget Summary  
Successor Revenues**

Description	Actuals thru 3/31/15	Adopted Successor Budget FY 14-15	Proposed Successor Budget FY 15-16
<b>RECURRING REVENUES</b>			
Interest	11,841.78	14,000.00	13,250.00
RPTTF	1,201,726.77	1,200,000.00	1,075,000.00
<b>Subtotal Recurring Revenues</b>	<b>1,213,568.55</b>	<b>1,214,000.00</b>	<b>1,088,250.00</b>
<b>Total Revenue</b>	<b>1,213,568.55</b>	<b>1,214,000.00</b>	<b>1,088,250.00</b>

**Budget Summary  
Successor Expenditures**

Description	Actuals thru 3/31/15	Adopted Successor Budget FY 14-15	Proposed Successor Budget FY 15-16
<b>RECURRING EXPENSES</b>			
Administration	20,655.17	51,815.00	27,035.00
Finance	19,150.23	36,419.00	39,070.00
Attorney	35,033.71	70,622.00	95,875.00
Community Development	13,709.31	34,344.00	14,995.00
Non-Departmental	6,716.30	8,000.00	9,000.00
Bonds	560,462.50	726,613.00	722,626.00
<b>SUBTOTAL FOR RECURRING EXPENSES</b>	<b>655,727.22</b>	<b>927,813.00</b>	<b>908,601.00</b>
<b>OTHER EXPENSES</b>			
Pass Throughs	215,641.00	215,641.00	0.00
<b>SUBTOTAL OTHER EXPENSES</b>	<b>215,641.00</b>	<b>215,641.00</b>	<b>0.00</b>
<b>TOTAL EXPENSES</b>	<b>871,368.22</b>	<b>1,143,454.00</b>	<b>908,601.00</b>

**SUCCESSOR SUMMARY**

Description	Actuals thru 3/31/15	Adopted Budget FY 13-14	Proposed Budget FY 14-15
Revenues	1,213,568.55	1,214,000.00	1,088,250.00
Expenditures	871,368.22	1,143,454.00	908,601.00
<b>DIFFERENCE</b>	<b>342,200.33</b>	<b>70,546.00</b>	<b>179,649.00</b>

# REVENUES



Proposed Successor  
FY 15-16

REVENUE ACCOUNT #	Description	Actual Revenues thru 3-15	Amend #1 Revenues FY 14-15	Proposed Revenues FY 15-16
	Dept 00-General			
4405-00	Interest-Checking Successor	0.00	0.00	0.00
4414-00	Int. Tax Exempt 2008A Bonds/Res US Bank	8,568.63	10,000.00	10,000.00
4415-00	Interest Taxable 2008B Bonds/Res US Bank	1,741.78	2,000.00	2,000.00
4435-00	Interest Tax Exempt 2008A Bonds - CD	400.30	500.00	500.00
4450-00	Interest - Successor Tax Increment	1,131.07	1,500.00	750.00
	<b>SUB TOTAL</b>	<b>11,841.78</b>	<b>14,000.00</b>	<b>13,250.00</b>
4007-00	RPTTF Funds - Enforceable Obligations	1,001,726.77	1,000,000.00	900,000.00
	RPTTF Funds - Administration Fees	200,000.00	200,000.00	175,000.00
	<b>SUB TOTAL</b>	<b>1,201,726.77</b>	<b>1,200,000.00</b>	<b>1,075,000.00</b>
	<b>Grand Total Revenues</b>	<b>1,213,568.55</b>	<b>1,214,000.00</b>	<b>1,088,250.00</b>



# EXPENDITURES



ACCOUNT NUMBER	Description	Actual Successor Expenses thru 3-15	Adopted Successor Budget Expenses FY 14-15	Approved Expenses July-Dec 2015	Proposed Expenses Jan-June 2016
<b>NON DEPARTMENT</b>					
5425-00	Technical Support	125.00	250.00	125.00	125.00
5925-00	Liability Insurance	1,250.00	2,500.00	1,250.00	1,250.00
5930-00	Misc. Expense	1,166.30	1,500.00	750.00	750.00
5940-00	Office Supplies	250.00	500.00	250.00	250.00
5915-15	Building/Property Insurance	125.00	250.00	125.00	125.00
40-6390	Debt Service Bond Expenses	3,800.00	3,000.00	2,000.00	2,000.00
<b>SUB TOTAL NON DEPARTMENT</b>		<b>6,716.30</b>	<b>8,000.00</b>	<b>4,500.00</b>	<b>4,500.00</b>
<b>ADMINISTRATION</b>					
5030-02	Auto	164.49	580.00	210.00	0.00
5040-02	Salaries	14,931.64	31,168.00	15,650.00	0.00
5060-02	Long Term Disability	136.28	508.00	200.00	0.00
5065-02	Dental Insurance	200.53	644.00	300.00	0.00
5066-02	Vision Insurance	48.00	80.00	50.00	0.00
5067-02	Life Insurance	32.08	82.00	50.00	0.00
5070-02	Health Benefits	1,614.30	4,428.00	2,050.00	0.00
5075-02	Pers Retirement	3,083.15	10,302.00	5,000.00	0.00
5079-02	Deferred Comp	126.00	336.00	125.00	0.00
5080-02	FICA/Medicare	253.90	412.00	275.00	0.00
5220-02	Appraisals	0.00	3,000.00	1,500.00	1,500.00
5965-02	Workers Comp	0.00	100.00	50.00	0.00
5985-02	Fitness	64.80	175.00	75.00	0.00
<b>SUB TOTAL ADMINISTRATION</b>		<b>20,655.17</b>	<b>51,815.00</b>	<b>25,535.00</b>	<b>1,500.00</b>
<b>FINANCE</b>					
5030-03	Auto	108.00	300.00	120.00	0.00
5040-03	Salaries	9,463.77	18,468.00	9,950.00	0.00
5060-03	Long Term Disability	146.09	300.00	150.00	0.00
5065-03	Dental	154.09	312.00	200.00	0.00
5066-03	Vision	6.00	72.00	25.00	0.00
5067-03	Life Insurance	32.08	72.00	50.00	0.00
5070-03	Health Benefits	1,519.34	3,048.00	1,500.00	0.00
5075-03	Pers Retirement	2,859.71	6,990.00	4,500.00	0.00
5079-03	Deferred Comp	108.00	216.00	125.00	0.00
5080-03	FICA/Medicare	170.30	348.00	175.00	0.00
5410-03	Audit	1,500.00	3,000.00	1,500.00	3,500.00
5415-03	Financial Advisor/Bond Disclosures	2,936.25	500.00	500.00	4,500.00
5415-03	Management/Consulting Services	125.00	2,500.00	1,500.00	10,500.00
5425-03	Tech Support - Finance	21.60	250.00	125.00	125.00
5985-03	Fitness	43.00	43.00	25.00	0.00
<b>SUB TOTAL FINANCE</b>		<b>19,150.23</b>	<b>36,419.00</b>	<b>20,445.00</b>	<b>18,625.00</b>

Propos ccessor  
F .6  
Expenditures

ACCOUNT NUMBER	Description	Actual Successor Expenses thru 3-15	Adopted Successor Budget Expenses FY 14-15	Approved Expenses July-Dec 2015	Proposed Expenses Jan-June 2016
<b>ATTORNEY</b>					
5070-04	Health Benefits	759.67	1,536.00	800.00	0.00
5075-04	Pers Retirement	2,128.94	5,384.00	3,000.00	0.00
5080-04	FICA/Medicare	99.73	0.00	75.00	0.00
5510-04	Salary	7,045.37	13,752.00	7,250.00	7,250.00
5521-04	SA Counsel - Heisinger		5,000.00	2,500.00	0.00
5521-04	OB Counsel - Lozano		5,000.00	2,500.00	2,500.00
5521-04	Outside Counsel	25,000.00	40,000.00	20,000.00	50,000.00
	<b>SUB TOTAL ATTORNEY</b>	<b>35,033.71</b>	<b>70,622.00</b>	<b>36,125.00</b>	<b>59,750.00</b>
<b>COMMUNITY DEVELOPMENT</b>					
5030-05	Auto	54.00	200.00	120.00	0.00
5040-05	Salaries	10,638.45	23,112.00	10,400.00	0.00
5060-05	Long Term Disability	33.92	192.00	150.00	0.00
5065-05	Dental Insurance	49.85	344.00	150.00	0.00
5066-05	Vision Insurance	0.00	48.00	25.00	0.00
5067-05	Life Insurance	26.91	96.00	25.00	0.00
5070-05	Health Benefits	854.63	2,388.00	1,350.00	0.00
5075-05	Pers Retirement	1,785.88	7,374.00	2,500.00	0.00
5079-05	Deferred Comp	90.00	198.00	125.00	0.00
5080-05	FICA/Medicare	175.67	360.00	125.00	0.00
5985-05	Fitness	0.00	32.00	25.00	0.00
	<b>SUB TOTAL COMM DEVELOPMENT</b>	<b>13,709.31</b>	<b>34,344.00</b>	<b>14,995.00</b>	<b>0.00</b>
	<b>SUBTOTAL ADMIN EXPENSES</b>	<b>95,264.72</b>	<b>201,200.00</b>	<b>101,600.00</b>	<b>84,375.00</b>

ACCOUNT NUMBER	Description	Actual Successor Expenses thru 3-15	Adopted Successor Budget Expenses FY 14-15	Approved Expenses July-Dec 2015	Proposed Expenses Jan-June 2016
<b>OTHER RECURRING EXPENSES</b>					
6570-00	2008A Tax Exempt Bond Interest Pmt.	128,350.00	250,963.00		239,263.00
6575-00	2008B Taxable Bond Interest Pmt.	47,112.50	90,650.00		83,363.00
6640-00	2008A Tax Exempt Bond Principal Pmt.	255,000.00	255,000.00		265,000.00
6645-00	2008B Taxable Bond Principal Pmt.	130,000.00	130,000.00		135,000.00
	<b>SUB TOTAL - OTHER RECURRING</b>	<b>560,462.50</b>	<b>726,613.00</b>	<b>0.00</b>	<b>722,626.00</b>
	<b>SUB TOTAL FOR RECURRING</b>	<b>655,727.22</b>	<b>927,813.00</b>	<b>101,600.00</b>	<b>807,001.00</b>
<b>CAPITAL IMPROVEMENT/DEBT PAYMENTS</b>					
6368-00	Pass Throughs	215,641.00	215,641.00	0.00	0.00
	<b>SUB TOTAL CAPITAL IMP/DEBT</b>	<b>215,641.00</b>	<b>215,641.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>TOTAL SPECIAL OPERATIONS/PROGRAMS</b>	<b>215,641.00</b>	<b>215,641.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>GRAND TOTAL EXPENSES</b>	<b>871,368.22</b>	<b>1,143,454.00</b>	<b>101,600.00</b>	<b>807,001.00</b>

**SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAND CITY**  
**ADMINISTRATIVE BUDGET**  
 July 1, 2015 through June 30, 2016

	<u>ORIGINAL PROPOSED -</u> <u>7/15 to 6/16</u>	<u>APPROVED BY OB</u> <u>7/15 to 12/15</u>	<u>PROPOSED 1/16 to</u> <u>6/16</u>	<u>TOTAL PROPOSED</u> <u>15-16</u>
<b>EMPLOYEE COSTS:</b>				
Salaries	\$86,500	\$43,250.00	\$7,250.00	\$50,500.00
Deferred Compensation	\$750	\$375.00	\$0.00	\$375.00
PERS Retirement	\$30,000	\$15,000.00	\$0.00	\$15,000.00
Medicare	\$1,300	\$650.00	\$0.00	\$650.00
Health	\$11,400	\$5,700.00	\$0.00	\$5,700.00
Dental	\$1,300	\$650.00	\$0.00	\$650.00
Vision	\$200	\$100.00	\$0.00	\$100.00
LTD	\$1,000	\$500.00	\$0.00	\$500.00
Life	\$250	\$125.00	\$0.00	\$125.00
Workers Comp	\$100	\$50.00	\$0.00	\$50.00
Fitness	\$250	\$125.00	\$0.00	\$125.00
Auto	\$900	\$450.00	\$0.00	\$450.00
<b>SUBTOTAL</b>	<b>\$133,950</b>	<b>\$66,975.00</b>	<b>\$7,250.00</b>	<b>\$74,225.00</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Audit Services	\$3,000	\$1,500.00	\$3,500.00	\$5,000.00
Legal - SA Counsel/Heisinger	\$5,000	\$2,500.00	\$0.00	\$2,500.00
Legal - OB Board Counsel/Lozano	\$5,000	\$2,500.00	\$2,500.00	\$5,000.00
Outside Legal Services	\$40,000	\$20,000.00	\$50,000.00	\$70,000.00
Mgmt/Consultant Services (Hdl, Hayashi, Planning)	\$3,000	\$1,500.00	\$10,500.00	\$12,000.00
Office Supplies	\$500	\$250.00	\$250.00	\$500.00
Financial Advisor	\$1,000	\$500.00	\$4,500.00	\$5,000.00
Appraisals	\$3,000	\$1,500.00	\$1,500.00	\$3,000.00
Bond Expenses	\$4,000	\$2,000.00	\$2,000.00	\$4,000.00
<b>SUBTOTAL</b>	<b>\$64,500</b>	<b>\$32,250.00</b>	<b>\$74,750.00</b>	<b>\$107,000.00</b>
<b>ALLOCATED COSTS:</b>				
Technical Support	\$500	\$250.00	\$250.00	\$500.00
Liability Insurance	\$2,500	\$1,250.00	\$1,250.00	\$2,500.00
Property Insurance	\$250	\$125.00	\$125.00	\$250.00
Misc. Expense (Utilities, Property Tax)	\$1,500	\$750.00	\$750.00	\$1,500.00
<b>SUBTOTAL</b>	<b>\$4,750</b>	<b>\$2,375.00</b>	<b>\$2,375.00</b>	<b>\$4,750.00</b>
<b>TOTAL</b>	<b>\$203,200</b>	<b>\$101,600.00</b>	<b>\$84,375.00</b>	<b>\$185,975.00</b>

ADDITIONAL INFORMATION

**SUMMARY - MISC SALARIES**  
**3-Year Plan**

<b>Fiscal Year</b>	<b>No Change</b>	<b>1.66% Increase</b>	<b>Difference</b>
2015-2016	979,151.72	995,405.64	16,253.92
2016-2017	995,405.64	1,011,929.37	16,523.73
2017-2018	1,011,929.37	1,028,727.40	16,798.03
<b>Totals</b>			<b>49,575.68</b>

**SUMMARY - MISC PERS**

15-16(26.296% + 8%)	316,969.67	322,231.37	5,261.70
2016-2017 (+2%)	328,676.00	334,132.02	5,456.02
2017-2018 (+2%)	340,814.66	346,472.18	5,657.52
<b>Totals</b>			<b>16,375.24</b>

**SUMMARY - POLICE SALARIES**  
**3-Year Plan**

<b>Fiscal Year</b>	<b>No Change</b>	<b>3.33% Increase</b>	<b>Difference</b>
2015-2016	921,537.64	952,224.84	30,687.20
2016-2017	952,224.84	983,933.93	31,709.09
2017-2018	983,933.93	1,016,698.93	32,765.00
<b>Totals</b>			<b>95,161.29</b>

**SUMMARY - POLICE PERS**

2015-2016 (24.148 + 9%)	316,558.70	327,100.10	10,541.40
2016-2017 (+2%)	333,642.10	344,752.38	11,110.28
2017-2018 (+2%)	351,647.43	363,357.29	11,709.86
<b>Totals</b>			<b>33,361.54</b>



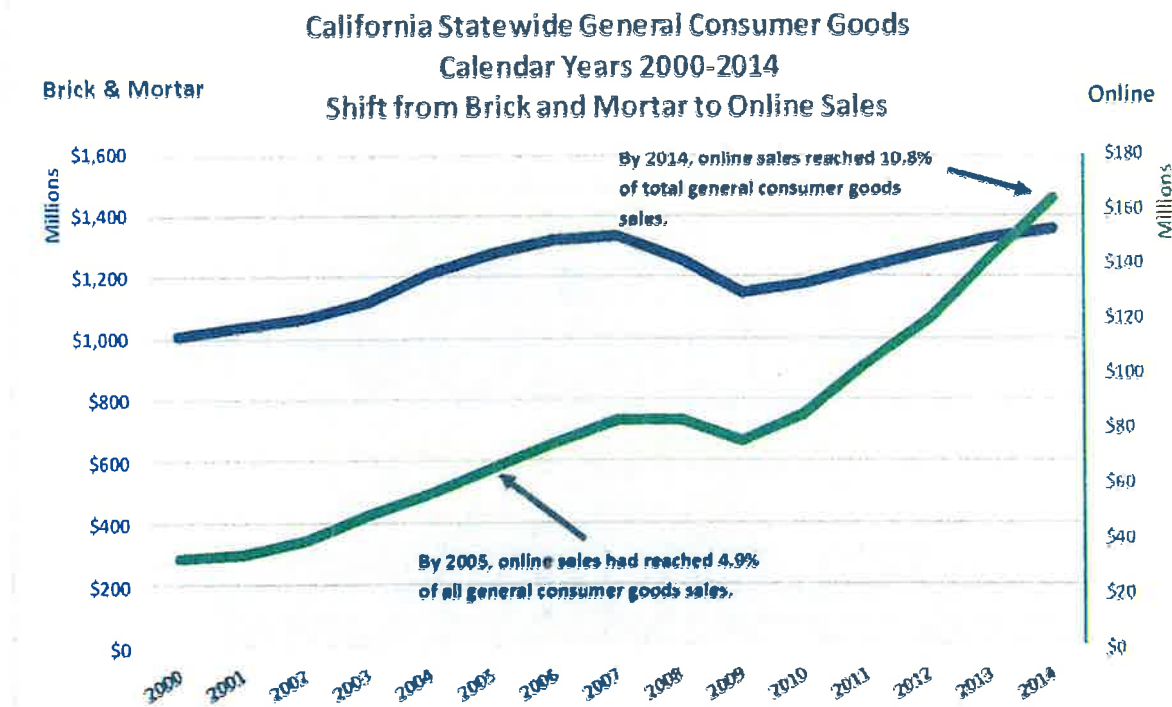
## The Changing Retail Landscape: Traditional Brick and Mortar vs. Online Shopping

Fourth quarter 2014's holiday retail sales exhibited a continued acceleration in the shift of consumer spending from traditional brick and mortar stores to online shopping. The following table illustrates the sharp contrast in sales growth for traditional walk-in retailers versus online sellers.

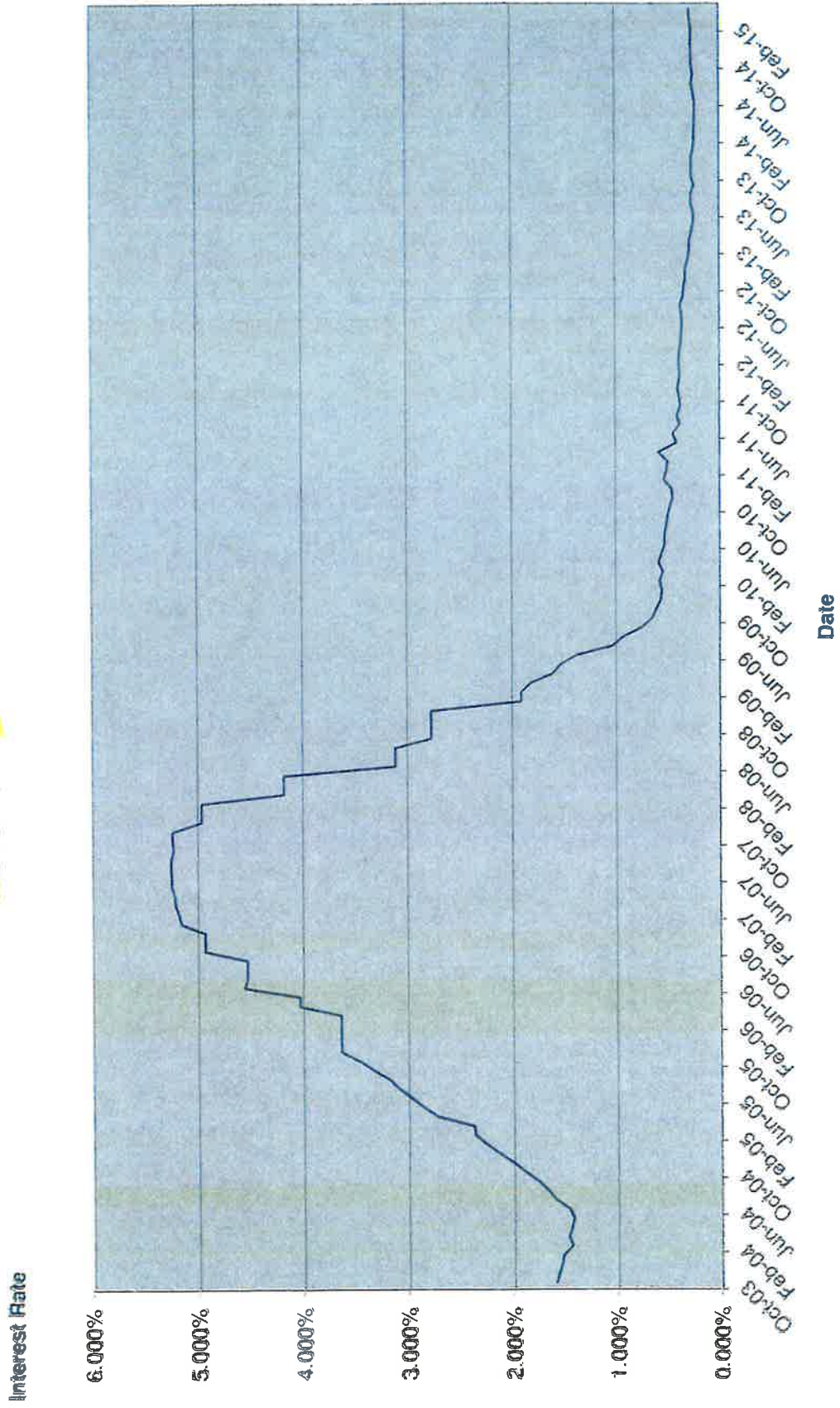
<b>Fourth Quarter Holiday Spending Change from 2013 to 2014 Statewide – Local 1% Sales Tax</b>		
	<b>Brick &amp; Mortar</b>	<b>Online</b>
<b>Apparel Stores</b>	2.6%	9.2%
<b>Department Stores</b>	0.9%	21.4%
<b>Discount Department Stores</b>	0.3%	39.2%
<b>Home Furnishings</b>	4.2%	16.6%
<b>Sporting Goods</b>	2.0%	23.1%
<b>Retail Fulfillment Centers</b>	-	20.8%
<b>Total Statewide Consumer Goods</b>	<b>1.9%</b>	<b>22.2%</b>

The graph below shows that the move to online and mobile shopping shows no signs of slowing. At one-fourth of statewide taxable sales, general consumer goods represent the largest segment of taxable goods sold in California. In 2014, sales of general consumer goods were up just 2.3% at brick and mortar stores while online sales rose 17.8%. The rate of increase in online sales is greater in part due to its smaller sales base; brick and mortar stores still dominate the sector.

The local 1% allocation of sales tax from purchases made at brick and mortar stores is remitted directly to the city or unincorporated area where the sale takes place. Conversely, sales taxes from online purchases flow through countywide use tax pools and are then distributed on a pro rata basis to local agencies.



### HISTORICAL LAIF INTEREST RATES





**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
04/30/15	0.28	0.28	220
05/01/15	0.29	0.28	230
05/02/15	0.29	0.28	230
05/03/15	0.29	0.28	230
05/04/15	0.29	0.28	231
05/05/15	0.29	0.28	227
05/06/15	0.29	0.28	227
05/07/15	0.29	0.28	228
05/08/15	0.29	0.28	227
05/09/15	0.29	0.28	227
05/10/15	0.29	0.28	227
05/11/15	0.29	0.28	224
05/12/15	0.29	0.29	223
05/13/15	0.29	0.29	222

\*Daily yield does not reflect capital gains or losses

**LAIF Performance Report**

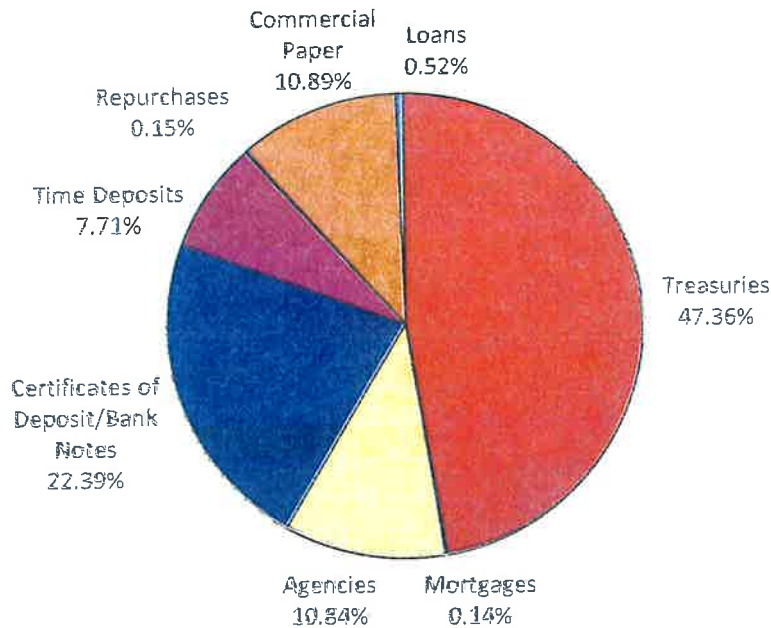
Quarter Ending 03/31/15

Apportionment Rate: 0.26%  
 Earnings Ratio: 0.00000712637778462  
 Fair Value Factor: 1.000383728  
 Daily: 0.27%  
 Quarter to Date: 0.27%  
 Average Life: 191

**PMIA Average Monthly Effective Yields**

APR 2015 0.283%  
 MAR 2015 0.278%  
 FEB 2015 0.266%

**Pooled Money Investment Account  
Portfolio Composition  
\$67.9 billion  
4/30/15**





California State Treasurer  
**John Chiang**



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POOLED MONEY INVESTMENT ACCOUNT

### PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.860	5.860	5.860	5.750	5.850	5.930	5.950	5.990	5.990	6.510	6.730
1978	5.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.285	8.793
1979	8.777	8.934	8.820	9.082	9.046	9.224	9.202	9.523	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.586	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.866	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.575	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.521	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.880	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.355	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.360	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.159	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.464	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.255	0.278	0.283								

**AGENDA ITEM**

**8B**

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Todd Bodem, City Administrator  
**Date:** June 11, 2015  
**Subject:** Resolution Of The City Council Of The City Of The City Of Sand City Rescinding And Replacing the 3<sup>rd</sup> Year Of A Prior Agreement With Salary Adjustments That Were Deferred for The Police Officers Association, Miscellaneous Employees, And Miscellaneous Management Staff

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## Background

On November 6, 2007, the City Council approved a Resolution which authorized certain salary adjustments and other personnel actions for all of the Sand City Employees. These benefit adjustments were granted with the understanding that they would be accepted as a 3-year package deal, effective July 1, 2007 for the Police Officer Association (POA), Miscellaneous Employees, for the Miscellaneous Management Staff for FY 2007-08, FY 2008-09, and FY 2009-2010.

The City of Sand was responding to a slow moving economy that started in about 2007 and later resulted in a need to evaluate its fiscal conditions and decided to defer salary adjustments for the third year of the agreement (FY 2009-2010). The third year of the agreement included increases of 10% for the POA and 5% for the Miscellaneous Employees and the Miscellaneous Management Staff.

On June 5, 2015, the Budget and Personnel Committee met to address the deferment of the third year of the agreement and recommends rescinding the original third year terms of the agreement and replacing it with the following:

A.	<b>POA</b>	<b>Misc. Employees</b>	<b>Misc. Management Staff</b>
	7/01/15 – 3.34%	7/01/15 – 1.67%	7/01/15 – 1.67%
	7/01/16 – 3.33%	7/01/16 – 1.66%	7/01/16 – 1.66%
	7/01/17 – 3.33%	7/01/17 – 1.66%	7/01/17 – 1.66%

Note: The Budget and Personnel Committee agree that the above percentage increases are cumulative

- B. If the members of the Sand City POA receive a Cost of Living Adjustment to their salaries during the three year term, all of the Miscellaneous Employees/Miscellaneous Management Staff will receive the same COLA's on the same date(s).
- C. If all of the Sand City Miscellaneous Employees or Miscellaneous Management Staff receive a Cost of Living Adjustment to their salaries during the three year term, the members of the POA will receive the same COLA's on the same date(s).

**Staff Recommendation**

It is recommended that Council consider adopting the attached Resolution rescinding the original third year terms of the agreement and replacing it with the terms identified within the Resolution

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RESCINDING  
AND REPLACING THE THIRD YEAR OF A PRIOR AGREEMENT WITH SALARY  
ADJUSTMENTS THAT WERE DEFERRED FOR THE POLICE OFFICERS  
ASSOCIATION, MISCELLANEOUS EMPLOYEES, AND MISCELLANEOUS  
MANAGEMENT STAFF**

**WHEREAS**, on November 6, 2007, the City Council of the City of Sand City approved Resolution SC 07-99, 2007, which authorized certain salary adjustments and other personnel actions for all of the Sand City Employees; and

**WHEREAS**, these salary and benefit adjustments were granted with the understanding that the adjustments would be accepted as a 3-year package deal, effective on July 1, 2007 for the Police Officers Associations (POA), Miscellaneous Employees, and for the Miscellaneous Management Staff for FY 2007-08, FY 2008-09, and FY 2009-2010; and

**WHEREAS**, like many cities throughout the Country and State of California, Sand City was hit by the economic downturn that began in FY 2007-08; and

**WHEREAS**, as a result of the slow economy, on the 3<sup>rd</sup> year of the agreement (FY 2009-2010), the City and the POA, Miscellaneous Employees and Miscellaneous Management Staff agreed to delay the salary adjustments in the 3<sup>rd</sup> year of the agreement; and

**WHEREAS**, the 3<sup>rd</sup> year of the agreement included increases of 10% for the POA and 5% for the Miscellaneous Employees/Miscellaneous Management Staff; and

**WHEREAS**, On June 5, 2015, the Budget and Personnel Committee met to address the deferment of the third year term of the agreement and is recommending rescinding and replacing those terms as follows:

<b>A. POA</b>	<b>Misc. Employees</b>	<b>Misc. Management Staff</b>
7/01/15 – 3.34%	7/01/15 – 1.67%	7/01/15 – 1.67%
7/01/16 – 3.33%	7/01/16 – 1.66%	7/01/16 – 1.66%
7/01/17 – 3.33%	7/01/17 – 1.66%	7/01/17 – 1.66%

Note: The Budget and Personnel Committee agree that the above percentage increases are cumulative

- B.** If the members of the Sand City POA receive a Cost of Living Adjustment to their salaries during the three year term, all of the Miscellaneous Employees/Miscellaneous Management Staff will receive the same COLA's on the same date(s).
- C.** If all of the Sand City Miscellaneous Employees or Miscellaneous Management Staff receive a Cost of Living Adjustment to their salaries during the three year term, the members of the POA will receive the same COLA's on the same date(s).

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Sand City to hereby rescind the outstanding and deferred third year terms of the salary adjustment agreement between



**Resolution SC \_\_\_, 2015**

the City of Sand City and the POA, the Miscellaneous Employees, and the Miscellaneous Management Staff; and to replace those cancelled terms as recommended by the Budget and Personnel Committee on June 5, 2015 to be as follows:

<b>A. POA</b>	<b>Misc. Employees</b>	<b>Misc. Management Staff</b>
7/01/15 – 3.34%	7/01/15 – 1.67%	7/01/15 – 1.67%
7/01/16 – 3.33%	7/01/16 – 1.66%	7/01/16 – 1.66%
7/01/17 – 3.33%	7/01/17 – 1.66%	7/01/17 – 1.66%

Note: The Budget and Personnel Committee agree that the above percentage increases are cumulative

- B. If the members of the Sand City POA receive a Cost of Living Adjustment to their salaries during the three year term, all of the Miscellaneous Employees/Miscellaneous Management Staff will receive the same COLA's on the same date(s).
- C. If all of the Sand City Miscellaneous Employees or Miscellaneous Management Staff receive a Cost of Living Adjustment to their salaries during the three year term, the members of the POA will receive the same COLA's on the same date(s).

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_ day of June, 2015 by the following votes:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

*Successor  
Ag 2007*

**CITY OF SAND CITY**

**RESOLUTION SC 07-99, 2007**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING CERTAIN SALARY ADJUSTMENTS AND OTHER PERSONNEL  
ACTIONS FOR SAND CITY'S EMPLOYEES**

**WHEREAS**, the City of Sand City is a small City but still must comply with all of the regulations and requirements of being a local government in the State of California; and

**WHEREAS**, Sand City must maintain the capabilities and resources to provide high quality services to its residents, visitors, property owners and businesses; and

**WHEREAS**, the Sand City Council wishes to maintain a cordial and effective working relationship with all of the Sand City employees; and

**WHEREAS**, the Sand City Council wants to ensure that Sand City's salaries and benefits are competitive with other cities on the Monterey Peninsula to attract and retain high quality City employees; and

**WHEREAS**, in the FY 2007-08 negotiations with the Sand City Police Officers Association (POA), the City agreed to arrange for a salary survey of the other cities on the Monterey Peninsula; and

**WHEREAS**, Sand City has recognized that it would be necessary to give similar consideration to the other City employees as well as the Police Officers Association; and

**WHEREAS**, it is a basic principle of good personnel administration to treat all employees on a fair and equitable basis, and therefore, some compensation improvements should be considered for Miscellaneous Employees as well as for the POA members; and

**WHEREAS**, it was arranged for a Salary-Compensation Survey to be conducted by TPO Human Resources Services to be available for FY 2007-08 Sand City Combined Budget; and

**WHEREAS**, the Salary-Compensation Report has been reviewed by the City's Budget-Personnel Committee at a meeting on September 11, 2007; and

**WHEREAS**, TPO Human Resources Services was requested to provide some additional information to analyze how Sand City's Administrative salaries, would compare to other cities' salaries; and

**WHEREAS**, the Budget-Personnel Committee of the City Council has worked with City staff to review the fiscal year budgets of Sand City, and the Committee has considered the operational needs of the City for Fiscal Year 2007-2008 as well as the long term costs of the increased salaries being recommended for the Sand City POA and Miscellaneous Employees; and

**WHEREAS**, the Sand City Council and Redevelopment Agency have adopted a Combined Budget for FY 2007-08 that included funding allowances for possible salary adjustments for the Sand City POA and the Miscellaneous Employees, but with the stipulation that separate action on the personnel issues will be scheduled for further review and that these salary adjustments would not go into effect until approved by separate resolution; and

Sand City Resolution No. 07-99, (2007)

**WHEREAS**, after considering a number of factors (Salary-Compensation Survey's recommendations, Budget Committee deliberations, City Staff comments, and POA requests), the City Administrator developed his recommendations on salary adjustments for all Sand City's employees as described in the City Administrator's October 11, 2007 Cover Memo and outlined in the attached Exhibit A for consideration by the full City Council.

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

1. The attached Exhibit A is hereby approved to authorize the prescribed "Salary Adjustments and Personnel Actions for Sand City's Employees."
2. The Sand City Administrative Staff are authorized and directed to execute the above salary adjustments and personnel actions.
3. As necessary to implement the above, the Sand City Budgets for FY 2007-08, FY 2008-09, and FY2009-10 will incorporate funding allowances for these salary adjustments and personnel actions.
4. The Sand City Police Officers Association (POA) and Sand City Miscellaneous Employees must accept these salary adjustments as a 3 year package deal and that no further negotiations on salaries or benefits will be necessary until the preparation of the FY 2010-2011 Budget.
5. The Sand City Administrative Staff are directed and authorized to modify the Sand City Salary Plan and Personnel Manual as necessary to incorporate the above salary adjustments and personnel actions.
6. The Sand City Administrative Staff are directed and authorized to modify the contractual arrangements with the City/RDA Attorney to include the new terms outlined in the attached Exhibit A.

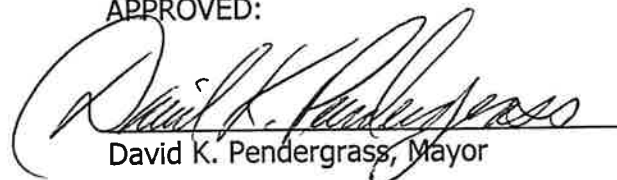
PASSED AND ADOPTED by the City Council of the City of Sand City on this 6<sup>th</sup> day of November 2007, by the following vote:

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

ATTEST:

  
Linda K. Scholink, City Clerk

APPROVED:

  
David K. Pendergrass, Mayor

**Three Year Agreement  
on Salary and Benefit Adjustments  
with The Sand City Police Officers Association  
November, 2007**

On November 6, 2007, the City Council of the City of Sand City approved Resolution SC 07-99, 2007, which authorized certain salary adjustments and other personnel actions for Sand City Employees. These salary and benefit adjustments were granted with the understanding that the adjustments would be accepted as a 3 year package deal and that further negotiations on salaries and benefits will not be necessary until the preparation of the FY 2010-2011 Sand City Budget.

The Sand City Police Officers Association (POA) hereby agree to accept the following terms and conditions for Police Officers salaries and benefits as a 3 year package agreement as negotiated and settled in "Meet and Confer" sessions with the Sand City Negotiating Team:

The City of Sand City hereby authorizes the following Personnel Actions, to be effective July 1, 2007, for FY's 2007-2008, 2008-2009, and 2009-2010 after considering the following factors:

- The TPO July 2007 Compensation Study/Salary Comparison prepared for the City of Sand City and updated in August 2007
- The requests and proposals by the Sand City Police Officers Association (POA)
- The general Personnel Policy that all City Employee Groups should be treated in as fair and equitable manner as possible within the City's resources
- The recommendations and counsel of TPO, Sand City's Personnel Negotiating Team, and the City's Budget/Personnel Committee
- The recognition that Sand City must maintain an effective City Employee force in a growing competitive market for municipal employees in the Central California region

## Police Officers Association (POA) Agreement

Based on the above factors, the regular Police Officers salaries and benefits will be adjusted as follows with the POA's acceptance and understanding that this action is a 3 year package deal, effective as of July 1, 2007, (to include Police Officers & Sergeant positions).

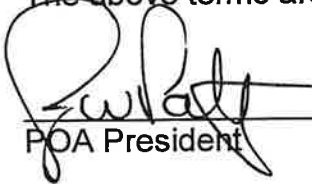
### Salaries:

- Multi-year salary increases of 11% for the first year (FY 2007-08), 10% for the second year (FY 2008-09), and 10% for the third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the City's Salary Plan from 2 ½ % to 5% for Steps L1 and L2
- Settle the holiday pay calculation so that the Police Officers get paid "time and a half" for the over 8 hours worked on a holiday (in addition to the 8 hours of holiday credit)


### Benefits:

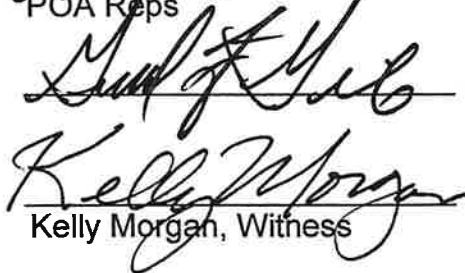
- 50% matching deferred compensation benefit up to a maximum \$ 50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement
- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

The above terms are hereby accepted on this day 11/23/07, 2007.

  
\_\_\_\_\_  
POA President

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
POA Reps

  
\_\_\_\_\_  
Kelly Morgan, Witness

**Three Year Agreement  
On Salary and Benefit Adjustments  
with the City of Sand City  
Miscellaneous Non-Exempt Employees  
November, 2007**

On November 6, 2007, the City Council of the City of Sand City approved Resolution SC 07-99, 2007, which authorized certain salary adjustments and other personnel actions for Sand City Employees. These salary and benefit adjustments were granted with the understanding that these adjustments would be accepted as a 3 year package deal and that further negotiations on salaries and benefits will not be necessary until the preparation of the FY 2010-11 Sand City Budget.

The Sand City Miscellaneous Non-Exempt Employees hereby agree to accept the following terms and conditions for Miscellaneous Non-Exempt Employees salaries and benefits as a 3 year package agreement as negotiated and recommended by the Sand City Negotiating Team:

The City Council of the City of Sand City hereby authorizes the following Personnel Actions, to be effective July 1, 2007, for FY's 2007-08, 2008-09, and 2009-2010 after considering the following factors:

- The TPO July 2007 Compensation Study/Salary Comparison prepared by the City of Sand City and updated in August 2007
- The requests and proposals by the Sand City Police Officers Association (POA)
- The general Personnel Policy that all City Employee Groups should be treated in as fair and equitable manner as possible within the City's resources
- The recommendations and counsel of TPO, Sand City's Personnel Negotiating Team, and the City's Budget/Personnel Committee
- The recognition that Sand City must maintain an effective City Employee force in a growing competitive market for municipal employees in the Central California Region

## Miscellaneous Employees Agreement

- A. Non-exempt Employees: (Administrative Secretary II-Records, Administrative Assistant/Deputy City Clerk, Accounting Technician I & II, PW Maintenance Workers-Part Time, Workers I-III, and Parks Maintenance Worker). Based on the Salary Survey, the following adjustments will keep these positions close to the average compensation for similar positions in the other cities.

### Salaries:

For the above employees, the following adjustments are approved with the Miscellaneous Employees' acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007.

- Multi-year salary increase of 5% for the first year (FY 2007-08) and then 5% increases plus COLA's for second year (FY 2008-09) and third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the City's Salary Plan from 2 ½% to 5% for Steps L1 and L2

- B. Special adjustments for two miscellaneous positions, Associate Planner and PW Forman, which had significant differences from the average salaries of the other cities in the 2007 Salary Survey:

### Salaries:

For these positions, the following adjustments are granted with their acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007.


- Multi-year salary increase of 10% for the first year (FY 2007-08) and then 5% increases plus COLA's for second year (FY 2008-09) and third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the City's Salary plan from 2 ½% to 5% for Steps L1 and L2


Benefits:

The above Miscellaneous (non-exempt) Employees shall be entitled to the other benefit adjustments granted to the POA:

- 50% matching deferred compensation benefit up to a maximum \$ 50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement
- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

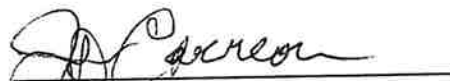
The above terms are hereby accepted by the Miscellaneous Non-Exempt Employees on Nov. 14, 2007.

  
Charles Pooler


  
April Acuna

  
Nancy Fletcher

  
Connie Hotea

  
Juventino Carreon

  
Fred Menezes III

  
Harvey Drone

  
Kelly Morgan, Witness



**Three Year Agreement  
on Salary and Benefit Adjustments  
with the City of Sand City  
Miscellaneous Management Staff (Exempt)  
November, 2007**

On November 6, 2007, the City Council of the City of Sand City approved Resolution SC 07-99, 2007, which authorized certain salary adjustments and other personnel actions for Sand City Employees. These salary and benefit adjustments were granted with the understanding that the adjustments would be accepted as a 3 year package deal and that further negotiations on salaries and benefits will not be necessary until the preparation of the FY 2010-11 Sand City Budget.

The Sand City Miscellaneous Management Exempt Employees hereby agree to accept the following terms and conditions for Management Exempt Staff salaries and benefits as a 3 year package agreement as negotiated and recommended by the Sand City Negotiating Team:

The City Council of the City of Sand City hereby authorizes the following Personnel Actions, to be effective July 1, 2007, for FY's 2007-08, 2008-09, and 2009-2010 after considering the following factors:

- The TPO July 2007 Compensation Study/Salary Comparison prepared by the City of Sand City and updated in August 2007
- The requests and proposals by the Sand City Police Officers Association (POA)
- The general Personnel Policy that all City Employee Groups should be treated in as fair and equitable manner as possible within the City's resources
- The recommendations and counsel of TPO, Sand City's Personnel Negotiating Team, and the City's Budget/Personnel Committee
- The recognition that Sand City must maintain an effective City Employee force in a growing competitive market for municipal Employees in the Central California Region

## Miscellaneous Management Exempt Employees Agreement

In the 2007 Salary Survey, the Sand City Management Staff had the largest differences from the average salaries for similar position in the other Cities, ranging from over 12% to almost 19%. This Management Group includes the City's Police Chief, Director of Community Development/ Assistant City Administrator, Director of Administrative Services/City Clerk and City Administrator. The following adjustments are approved with the Management Staff's acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007.

### Salaries:

The above Management Staff shall be granted a multi-year salary adjustment effective July 1, 2007 as follows:

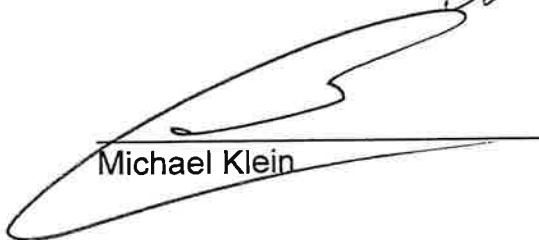
- A 15% increase for the first year (FY 2007-08) and then 5% increases plus COLA's for the second year (FY 2008-09) and the third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the City's Salary Plan from 2 ½ % to 5% for Steps L1 and L2

The Management Staff shall be entitled to the other benefit adjustments granted to the POA and the other Miscellaneous Employees:

- 50% matching deferred compensation benefit up to a maximum \$ 50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement
- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

The above terms are hereby accepted by the Management Exempt Staff on \_\_\_\_\_, 2007.

  
Steve Matarazzo

  
Michael Klein

  
Linda Scholink

  
Kelly Morgan

**Salary Adjustments and Personnel Actions**  
**For Sand City Employees**  
**October 2007**

The City Council of the City of Sand City hereby authorizes the following Personnel Actions, to be effective July 1, 2007, for FY's 2007-08, 2008-09, and 2009-2010 after considering the following factors:

- The TPO July 2007 Compensation Study/Salary Comparison prepared for the City of Sand City and updated in August 2007
- The requests and proposals by the Sand City Police Officers Association (POA)
- The general Personnel Policy that all City Employee Groups should be treated in as fair and equitable manner as possible within the City's resources
- The recommendations and counsel of TPO, Sand City's Personnel Negotiating Team, and the City's Budget /Personnel Committee
- The recognition that Sand City must maintain an effective City Employee force in a growing competitive market for municipal employees in the Central California Region

1. Police Officers Association (POA)

- A. Based on the above factors, the regular Police Officers salaries and benefits will be adjusted as follows with the POA's acceptance and understanding that this action is a 3 year package deal, effective as of July 1, 2007 (to include Police Officers & Sergeant Positions).

Salaries:

- Multi-year salary increases of 11% for first year (FY 2007-08), 10% for second year (FY 2008-09), and 10% for third year (FY 2009-10)
- Increase the City's Longevity Steps in the Salary Plan from 2½% to 5% for Steps L1 and L2
- Settle the holiday pay calculation so that Police Officers get paid "time and a half" for over 8 hours worked on a holiday (in addition to the 8 hours of holiday credit)

Benefits:

- 50% matching deferred compensation benefit up to a maximum \$50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement
- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

2. Miscellaneous Employees

A. Non-Exempt Employees: (Administrative Secretary II-Records, Administrative Assistant/Deputy City clerk, Accounting Technician I & II, PW Maintenance Workers-Part Time, Worker I – III, and Parks Maintenance Worker). Based on the Salary Survey, the following adjustments will keep these positions close to the average compensation for similar positions in the other cities.

Salaries:

For the above employees, the following adjustments are approved with the miscellaneous employees' acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007:

- Multi-year salary increase of 5% for first year (FY 2007-08) and then 5% increases plus COLA's for second year (FY 2008-09) and third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the Salary Plan from 2½% to 5% for Steps L1 and L2

B. Special adjustments for two miscellaneous positions, Associate Planner and PW Foreman, which had significant differences from the average salaries of the other Cities in the 2007 Salary Survey:

Salaries:

For these positions, the following adjustments are granted with their acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007.

- Multi-year salary increase of 10% for first year (FY 2007-08) and then 5% increases plus COLA's for second year (FY 2008-09) and third year (FY 2009-2010)

- Increase in the City's Longevity Steps in the City's Salary Plan from 2½% to 5% for Steps L1 and L2

Benefits:

The above Miscellaneous (non-exempt) Employees shall be entitled to the other benefit adjustments granted to the POA:

- 50% matching deferred compensation benefit up to a maximum \$50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement
- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

3. Miscellaneous Management Staff (Exempt)

In the 2007 Salary Survey, the Sand City Management Staff had the largest differences from the average salaries for similar positions in the other Cities, ranging from over 12% to almost 19%. This Management Group includes the City's Police Chief, Director of Community Development/Assistant City Administrator, Director of Administrative Services/City Clerk and City Administrator. The following adjustments are approved with the Management Staff's acceptance and understanding that this action is a 3 year package deal, effective July 1, 2007.

Salaries:

The above Management Staff shall be granted a multi-year salary adjustment effective July 1, 2007 as follows:

- A 15% increase for the first year (FY 2007-08) and then 5% increases plus COLA's for second year (FY 2008-09) and third year (FY 2009-2010)
- Increase in the City's Longevity Steps in the City's Salary Plan from 2½% to 5% for Steps L1 and L2

The Management Staff shall be entitled to the other benefit adjustments granted to the POA:

- 50% matching deferred compensation benefit up to a maximum \$50.00 per pay period
- Conversion of up to 800 hours of sick leave to the PERS "years in service" at the time of retirement

- Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City

#### 4. Contract Management Staff

Sand City has contract arrangements for two City Department Heads

- City Attorney/RDA Legal Counsel
- City Public Works Director – City Engineer/RDA Engineer

##### A. City/RDA Attorney

The City Attorney's proposal is accepted and approved to consolidate all of his legal services (except for litigation) into a flat fee of \$8,500 per month. The following benefits are also approved for the City/RDA Attorney. These changes for the attorney's arrangements shall become effective January 1, 2008.

- Health insurance benefit
- PERS retirement benefits (which he is currently receiving based on his \$5,563 monthly retainer)
- 50% matching deferred compensation up to a maximum \$50.00 per pay period

##### B. PW Director – City/RDA Engineer

The City PW Director-Engineer has indicated that a mid year fee adjustment will be submitted in December 2007 to be considered for the balance of FY 2007-08.

AGENDA ITEM  
8C



# CHAMBER CONNECTION

*A weekly e-publication of the Monterey Peninsula Chamber of Commerce*

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## CHAMBER QUICK LINKS

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## MONTHLY CHAMBER COMMITTEE MEETINGS

### Education

2nd Monday: 3:30pm

### Membership

2nd Tuesday: 4:00pm

### Government Affairs

2nd Thursday: 3:30pm

### Finance

2nd Friday: 9:00am

## UPCOMING EVENTS...

### Monterey Regional Airport / California Salinas Rodeo Mixer

Date: Tuesday, June 16  
 Time: 5:30 to 7:30pm  
 Location: Monterey Regional Airport, 200 Fred Kane Drive, Monterey  
 Cost: \$10 Members / \$20 Prospective Members



Join the Monterey Regional Airport and the California Rodeo Salinas for their popular annual mixer at the airport. You will have the opportunity to meet both the Airport and Rodeo Board of Directors and staff. Enjoy delicious food catered by Golden Tee Restaurant and enter to win tickets to the Rodeo! Parking is available in the upper short term parking lot.

[Click here to read more](#)

### Brown Bag Seminar: Learn the Value of Appearance, Behavior and Communication in Building Your Business

Date: Wednesday, June 17  
 Time: 12:30 to 1:30pm  
 Location: Bay Park Hotel, White Horse Meeting Room, 1425 Munras Avenue, Monterey  
 Cost: Complimentary  
 Presenter: Marion Gellatly, Powerful Presence

Presenting Sponsor



A consistent positive impression is everything in business. Come to this workshop and learn how to elevate Appearance, Behavior, and Communication skills to achieve greater levels of success in your business right now. You will learn:



**Ambassador**  
3rd Friday: 8:00am

**Special Events**  
Varies per Event

Meetings are subject to change. If you're interested in joining a committee, please contact the Chamber office at 831-648-5350 to confirm time and location.

[Click here to learn more](#)

### SAVE THE DATE

**Tuesday, June 16**  
Monterey Regional  
Airport/ California Salinas  
Rodeo Mixer  
5:30 to 7:30pm

**Wednesday, June 17**  
Brown Bag Seminar  
12:30 to 1:30pm

**Thursday, June 18**  
CMG Financial Ribbon  
Cutting  
5:00 to 6:30pm

**Tuesday, June 23**  
Jarman Ribbon Cutting  
5:00 to 6:30pm

**Tuesday, June 30**  
Mrs. Delish's Cupcakes +  
Cafe Ribbon Cutting  
5:00 to 6:30pm

**Thursday, July 9**  
Union Bank Mixer  
5:30 to 7:30pm

**Thursday, July 23**  
29th Annual Business  
Excellence Awards  
6:00 to 10:00pm

**Thursday, August 6**  
Carmel International Film  
Festival Ribbon Cutting  
5:00 to 6:30pm

**Thursday, September 24**

- What you must know to develop a personal style that sparks your self-confidence
- How to align all of your best attributes
- What current style trends are surfacing in the workplace
- How to create winning, long-lasting impressions



**Marion Gellatly**  
**Powerful Presence**

[Click here to read more](#)

## CMG Financial Ribbon Cutting

Date: Thursday, June 18  
Time: 5:00 to 6:30pm  
Location: 665 Munras Avenue, Suite  
200, Monterey  
Cost: Complimentary



Please join us in celebrating the grand opening of CMG Financial's Monterey branch. CMG Financial is a nationwide, privately held mortgage banking firm. Tour the new beautiful property, sample hors d'oeuvres and enter the business card drawing for door prizes including gift cards, floral arrangements and more!

[Click here to read more](#)

## Jarman Ribbon Cutting

Date: Tuesday, June 23  
Time: 5:00 to 6:30pm  
Location: 16 W. Carmel Valley Road,  
Carmel Valley  
Cost: Complimentary



Celebrate the grand opening of Jarman Wine Tasting Room in Carmel Valley. Make valuable connections while you meet the team, tour the tasting room, taste new wines and sample small bites from Will's Fargo Steakhouse + Bar. Attendees will have the chance to win a beautiful wine basket from Jarman.

[Click here to read more](#)

### FROM OUR MEMBERS...

## Bill Hastie Included on Financial Times Top 401 Retirement Plan Advisors List

Financial Times has named Bill Hastie of Hastie Financial Group to their inaugural 2015 Financial Times Top 401 Retirement Plan Advisors list. This elite group of retirement plan advisors was

Leadership Luncheon  
11:30am to 1:30pm

**Thursday, October 29**  
21st Annual Monterey Bay  
Business Expo  
4:00 to 7:00pm

selected from 650 advisors nationally who met the qualification criteria, selection based on assets under management, degree of specialization, years of experience, industry certifications and compliance record to name a few.



[Click here to read more](#)

## California Passes Paid Sick Leave - Are You Ready for July 1st?

Date: Thursday, June 11  
Time: 8:00am to 1:00pm  
Location: Unscripted Monterey Bay, 2600 Sand  
Dunes Drive, Monterey  
RSVP to: David Yee at (831) 656-1771



The legal landscape has changed drastically with the new sick leave laws, Affordable Care Act, and ERISA legislation. Our panel of experts will explain the impact these laws will have on their respective fields along with the new legal liabilities for businesses. After this talk, our panel will arm you with tips and tools that you can immediately integrate into your business to ensure you are prepared for these changes.

[Click here to read more](#)

## Boys & Girls Clubs of Monterey County Community Breakfast

Date: Thursday, June 25  
Time: 7:30 to 9:30  
Location: 1322 La Salle Avenue, Seaside  
Please RSVP by June 19



Join us for the 2015 Boys & Girls Clubs of Monterey County Community Breakfast! This annual event brings our community together to celebrate the achievements of our Club members and honors outstanding community members. Enjoy a delicious breakfast and hear how the support of our community has helped our youth Claim Great Futures!

[Click here to read more](#)

IN OTHER NEWS...

## Our Community Needs You!

Apply now for Leadership Monterey Peninsula's 10-month, exciting and comprehensive leadership training program. Learn

about the hot community issues, experience field trips, talk with the movers and shakers, sharpen your leadership skills. The next program begins in September. The application deadline is June 30. For more information and to request an application packet, call 649-8252 or email [info@leadershipmonterey.org](mailto:info@leadershipmonterey.org).



LEADERSHIP  
MONTEREY  
PENINSULA

Payment plans and partial scholarships are available.

[Click here to read more](#)

## WELCOME NEW MEMBER...

### Casa Di Campagna

250 The Crossroads  
Carmel, CA 93923  
(831) 622-9256  
[www.casadicampagnainc.com](http://www.casadicampagnainc.com)



Follow the seasons by visiting the Monterey Peninsula's best destination for value and selection of home accessories, accents, garden and quality faux florals. An ever-changing mix of gifts, lamps, and wall art is set amongst European vintage furniture. Our philosophy of providing sterling customer service is enhanced with complimentary gift wrapping and faux floral design.

[Click here to read more](#)

## CONTACT US

### The Monterey Peninsula Chamber of Commerce

243 El Dorado Street, Suite 200 | Monterey, CA 93940 | 831.648.5350  
[www.montereychamber.com](http://www.montereychamber.com) | [info@montereychamber.com](mailto:info@montereychamber.com)



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Monterey Peninsula Chamber of Commerce | NEW ADDRESS: 243 El Dorado Street, Suite 200 | Monterey | CA | 93940

# ANNOUNCING THE 29<sup>TH</sup> ANNUAL BUSINESS EXCELLENCE AWARDS FINALISTS

MPCC is excited to announce that the first round of votes in preparation for the Business Excellence Awards have been tallied. Based on the results of the first round of voting, the top three vote getters in each category are now finalists, and a second-round ballot will be mailed out to all MPCC members early next week.

## ACCOMMODATIONS & VISITOR SERVICES

Monterey Plaza Hotel & Spa  
Pebble Beach Resorts  
Embassy Suites Hotel on Monterey Bay

## ADVERTISING, MARKETING & MEDIA SERVICES

KSBW  
Carmel Magazine, Inc.  
KWAV 96.9, 101.7 THE Beach, 104.3  
THE Hippo, 95.5 BOB, KPIG 107.5

## ART, ATTRACTIONS, ENTERTAINMENT, EVENT SERVICES & RECREATION

Monterey Bay Aquarium  
Pacific Repertory Theatre  
Monterey Museum of Art

## BUSINESS ASSOCIATIONS

Professional Women's Network  
Monterey County Association of Realtors  
Fisherman's Wharf Association

## CONSTRUCTION & BUILDING SERVICES

Graniterock  
Granite Construction  
Ausonio Incorporated

## EDUCATION & TRAINING

Santa Catalina School  
York School  
San Carlos School

## FINANCIAL & INSURANCE SERVICES

RBC Wealth Management  
1st Capital Bank  
Monterey County Bank — Main Branch

## FOOD & BEVERAGE

Paris Bakery  
Fandango  
Lalla Grill

## GOVERNMENT, PUBLIC UTILITIES & TRANSPORTATION

Monterey Airbus  
City of Monterey  
Monterey-Salinas Transit

## HEALTHCARE, FITNESS, WELLNESS & SENIOR SERVICES

Central Coast Visiting Nurse Association & Hospice Inc.  
Natividad Medical Center  
Doctors on Duty

## NONPROFITS, CLUBS AND ORGANIZATIONS

SPCA for Monterey County  
Branches Resale Shoppe  
Boys & Girls Clubs of Monterey County

## PROFESSIONAL SERVICES

Hayashi Wayland  
Bianchi, Kasavan & Pope LLP  
Finn & Cohen CPAs, A Professional Corporation

## REAL ESTATE & PROPERTY MANAGEMENT

A.G. Davi, Ltd.  
Century 21 Scenic Bay Properties  
Cannery Row Antique Mall

## RETAIL, WHOLESALE, DISTRIBUTORS & MANUFACTURERS

Costco Wholesale  
Del Monte Shopping Center  
Whole Foods Market

## SERVICES TO BUSINESSES

Peninsula Business Interiors  
Alvarez Technology Group  
Bob the Printer

## SERVICES TO RESIDENTS

El Estero Car Wash  
Disaster Kleenup Specialists  
Property Restoration Services

Presented by



*All finalists will be recognized, and the winner in each category will be announced at the 29th Annual Business Excellence Awards, Thursday, July 23, 6:00 to 10:00pm, at the Portola Hotel & Spa, 2 Portola Plaza, Monterey. In addition to being honored at the Business Excellence Awards event, the winner in each category will automatically become a finalist for the Business of the Year Award, presented at MPCC's Annual Awards Dinner in 2016.*



To advertise in our next edition of Member2Member, call Judy at 831.648.5388.

Monterey Peninsula Chamber of Commerce

[www.montereychamber.com](http://www.montereychamber.com) | [communications@montereychamber.com](mailto:communications@montereychamber.com)

