



REGULAR MEETING

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

TUESDAY, NOVEMBER 17, 2020

5:30 PM

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

Regular Meeting - Tuesday, November 17, 2020
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.
TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

<https://us02web.zoom.us/j/4417277342>
Meeting ID: 441 727 7342#

To participate telephonically by calling the number below:
(669) 900-6833
Meeting ID: 441 727 7342#
If prompted to enter a participant ID, press #

How to submit written Public Comments:

If any member of the public would like to provide written comments at the meeting, please do as set forth below.

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

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

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above.

- 1. ROLL CALL**
- 2. ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**
 - 2A. City Manager Memo

3. COMMUNICATIONS

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

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

4. CONSENT CALENDAR

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

- 4A. Approval of September 25, 2020 Special City Council Meeting Minutes
[9.25.20 Special Meeting Minutes.pdf](#)
- 4B. Approval of November 3, 2020 Sand City Council Regular Meeting Minutes
[11.03.20 MInutes.pdf](#)
- 4C. Approval of City RESOLUTION Appointing a Director and Alternate Director to the Monterey Peninsula Regional Water Authority (MPRWA) for a Two-Year Term commencing on January 2021
[Staff Report and Resolution Appointing a Director and Alternate Director to the MPRWA.pdf](#)
- 4D. Approval of Joint Powers Financing Authority RESOLUTION Confirming its Officers
[Staff report and Resolution. Confirmation of JPFA.pdf](#)

5. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

6. OLD BUSINESS

- 6A. Consideration of Proposed Mural Application at 613 Ortiz Avenue
[Staff Report Private Mural 613 Ortiz.pdf](#)

7. NEW BUSINESS

- 7A. Consideration of City RESOLUTION Amending Schedule M, City Clerk Fees and Charges related to Administrative Department Fees
[Staff Report and Resolution Amending Schedule M, City Clerk Fees and Charges.pdf](#)
- 7B. Consideration of City RESOLUTION Approving a Contract with 4leaf, Inc. to

Provide Comprehensive Building Services, including but not limited to, Building Permit Issuance, Building Inspections Services, Building Plan Review Services, Code Enforcement, and Building Official Oversight and Response
[Staff Report Building Services Contract 4Leaf.pdf](#)

7C. Discussion and Consideration of Upcoming 2020 Sand City Events
[Confirmation of Future Dates for SC Events.2020.pdf](#)

7D. Comments by Council Members on Meetings and Items of interest to Sand City

7E. Upcoming Meetings and Events

8. CLOSED SESSION

8A. City Council/Successor Agency Board to adjourn to Closed Session regarding:
1) Conference with labor negotiator (Cal gov code section 54957.6)
Agency Negotiator: Aaron Blair, City Manager
Position: Chief of Police

8B. 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

9. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, December 1, 2020
5:30 P.M.
Telephonic meeting:
Dial-in number: (669) 900-6833
Access code: **441 727 7342#**

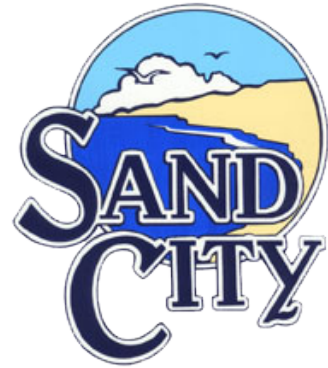
The current Sand City agenda is available in PDF format on our website at:
www.sandcity.org

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

**AGENDA ITEM
2A.**

City Manager Memo

MEMO



To: Honorable Mayor and City Council Members

From: Aaron Blair, City Manager

Date: November 10, 2020 (Meeting Date: November 17, 2020)

Re: City Manager Update

I want to thank you for all the support you have shown myself and the staff in 2020. This has been such a crazy year, but at the end of the day I have determined that we cannot just write off 2020 and stay stagnant or go backwards as a City. Regardless of the negative impacts to our revenues and morale due to the extremely lengthy shelter in place, I truly feel that when we look back at 2020 that it will have been a good year full of positive progress and creativity for Sand City.

Committee Meetings:

1. The Art Committee met on 11/12 to recap the we. murals.
2. The Development Review Committee has a meeting scheduled for 11/20.
3. Staff will be scheduling a meeting in early December with our housing sub-committee to discuss short-term rentals.

City CIP Projects:

1. Electrical Upgrades. Awaiting design from the electrical engineer. Staff met to discuss this project on 11/5.
2. Catalina Stormwater Grant. Next steps including moving the design to a 60% completion. Grant award: \$972,400. On 9/29 the City engineer confirmed that we have been awarded an additional \$120,000 towards the project to support further enhancements to the intersections.
3. Contra Costa Stormwater Grant. Our application was submitted several months ago. We anticipate hearing something related to the grant toward the end of the year.
4. West Bay Repairs. Staff met to discuss this project on 11/5.
5. Calabrese Park. Grant award for playground improvements: \$177,952. CDBG Grant \$90,000: Staff met to discuss this project on 11/5.
6. Cal Am/Sand City desal wells - We have reached an agreement with CalAm on all the legal aspects of the MOU, and it should be before Council before the end of the year.

7. Pavement Management Plan (PMP) – Chuck, Leon, Chief, Mark, and I met to discuss our pavement management plan on 11/5. Staff will be bringing back an implementation plan, necessary funding required for implementation, and FY 20/21 suggested projects.

Sustainable Transportation Plan & Parking Plan

1. Chuck, Leon, and I met on 11/5 to review the draft parking layouts for possible parking locations as provided by EMC.

City Staff

1. Meetings:
 - a. Our next Monterey Bay Area City Managers meeting is on 10/20.
 - b. I continue to attend the bi-weekly CalEOS meetings on COVID-19.
 - c. I participated in the PG&E PSPS Portal Training related to power outages on 10/30.
 - d. I participated in the Monterey County Homeless Coalition meeting on 11/4 and on 11/12.
 - e. Chuck and I met with 4Leaf to discuss iWorQ South of Tioga building permit implementation on 11/4.
 - f. I participated in the 2-day MBASIA (Insurance) Long Range Planning (LRP) and Board Meeting on 11/12 and 11/13.
 - g. Devon and I will be meeting with HDL (Tax consultant) on 11/17 to review property tax figures.
2. Our Personnel Manual update has been reviewed by staff and the City Attorney, and is pending POA review to ensure compliance with the recently approved mou.
3. Website & Social Media.
 - a. Shelby continues to do a great job keeping our website relevant and updated. Both her and Connie have made great improvements for the City in this area.
 - b. Our City of Sand City social media accounts continue to grow, and experienced a big jump due to the we. mural festival especially on Instagram. Just a reminder that the City did not have social media accounts until 11/2019. City of Sand City Social Channels. Facebook, Twitter, and Instagram: @SandCityCA
 - i. Facebook: 214 | Twitter: 88 | Instagram: 844
 - c. The Sand City Art Committee (@SandCityArt) has an account on Instagram which has been active and grew during the mural festival by 200 followers. Sand City Art Committee Facebook has been inactive for some time, but I am working to link it with the Instagram account.
 - i. Facebook: 568 | Instagram: 697

Code Enforcement

1. I continue to work with property owners that have code enforcement issues. We have included code enforcement assistance as a duty within our Building Services RFQ.

Community Development

1. The RFQ for Building Services was issued on 8/13, and staff will be bringing a recommendation to Council on November 17, 2020.
2. Seaside Sanitation Upgrades. The current project should be close to finished by the end of November. There is a planned sewer upsizing along Ortiz between Contra Costa and Holly. You may see some potholing related to this project in the near future. More information will be forth coming.
3. Public Art & Placemaking:
 - a. we murals was a great success, and we continue to see increased pedestrian traffic from individuals viewing the murals, as well as, increased social media post about them. Over the next several months additional steps will be taken to increase the marketing behind all of the public art in the West End to further increase our vibrancy and awareness to our local businesses. There has been a lot of discussion of making it an annual installation and multiple individuals have expressed a desire to support the event, but at this time no additional funding was allocated in the FY 20/21 budget.
 - b. I have been designing a west end walking map that includes places of interest and all of our public art locations. This will be something that can be available in various locations for individuals to pick up, and could easily be made into wayfinding signs in the West End.
 - c. We now have 25+ pieces of public art in the West End.
<https://www.sandcity.org/our-community/west-end-artist-community/public-art>
4. South of Tioga. DBO worked on cleaning up their properties along Tioga from 11/4-11/6. An update was sent to Council and Citizen Mike Morris on 11/6.
5. Business Development: Even though we are in a tough environment for business recruitment, I continue to have some solid meetings with prospective business that I believe line up with the vibrancy goal for the West End. Most are a little hesitant due to the current shelter in place restrictions.
 - a. *Alma del Mar at WahineHQ*. The Mayor, Police Chief, and I participated in the ribbon cutting and grand opening of Alma del Mar at WahineHQ on 11/4. Instagram: @wahineHQ
 - b. *Captain and Stoker Coffee*. I am working with them to find a new location within the West End.
 - c. *Monterey Glassworks* - <https://www.facebook.com/MontereyGlassWorks/> Glass blowing, events, studio, an classes. Opening before the end of the year. <https://www.montereyglassworks.com>

TASK LIST

Public Works/Engineering

- Storm water interceptor maintenance contract: RFP (3rd quarter)
- CIP-Calabrese Park Improvements A (3rd quarter)
- CIP-Pavement Management Program (3rd quarter)
- CIP-Edgewater Habitat Restoration (3rd & 4th quarter)
- CIP-West Bay Street Repair Project (3rd quarter)
 - Extension Granted till 12/31/2020
- CIP-West End SW Improvement Projects (TBD)
 - Contra Costa St. (Grant Funding requested)
 - Catalina St. (Grant Funding requested)
- Sand City Water Supply Project (SCWSP) Phase 1 New Wells (2020/21)
- CIP-City Hall Electrical Service Updates (2nd & 3rd quarter)

Community Development/Planning

- CIP-Parking Strategy Plan (Implementation Phase)
- Sustainable Transportation Plan (Implementation Phase)
- Accessory Dwelling Units Code Amendment (3rd quarter)
- Short-term rental ordinance workshop (3rd quarter)
- Fee schedule Update: Fee Study (4th quarter)
- CIP-Public Art Program (2nd & 3rd quarter)
- CIP- iWorQ: (Implementation Phase)
- Building Services RFP (3rd quarter)

Finance/Clerk/HR

- ~~Sales tax initiative: November 2020 Ballot (2nd & 3rd quarter)~~
- ~~November Municipal Election~~
- 2021/22 Budget & CIP Process (4th quarter)
- Personnel Manual Revision (3rd quarter)

Economic Development

- Carroll Property reuse & Art Park Development (2020/21)
- McDonalds Remodel (Permit Review)
- Ocean View Ave at Fell St. SFD (Under Construction)
- 756 California Avenue (Under Construction)
- 460 Elder Expansion (Permit Review)
- Monterey Bay Shores (Under Construction: On Hold)
- 534 Shasta Commercial Building Expansion (Permit Issued)
- Monterey Bay Collection (Permit Review Coastal Commission)
- Target Remodel (Permit Issued)
- Catalina Lofts (Under Construction)
- Telsa Charging Stations (Edgewater – Permit Issued)
- Ashley Home Furniture (Permit Issued)

- South of Tioga
 - ~~Development Agreement~~
 - ~~Quimby Act~~
 - ~~Lincoln and Beech ROW Abandonment~~
 - Community Finance District (Pending)
 - Sliver properties (Pending)
 - Lot line Adjustment (Pending)
 - Subdivision Improvement Agreement
 - Final Map

Other

**AGENDA ITEM
4A.**

**Approval of September 25, 2020 Special
City Council Meeting Minutes**

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

Special Meeting – September 25, 2020
11:30 A.M.

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

Mayor Carbone opened the meeting at 11:30 A.M.

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

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

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief
Charles Pooler, City Planner

AGENDA ITEM 2, PUBLIC COMMENT

11:32 A.M. Floor opened for Public Comment.

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

11:32 A.M. Floor closed to Public Comment.

AGENDA ITEM 3, NEW BUSINESS

A. Discussion and Approval of Mock-ups as part of the we. Murals 2020

There was a discussion and consideration of a property owner approved we. mural mock-up. City Manager Blair shared all the mural locations and artists assignments. He noted that the goal was to increase walkability and to draw attention to local businesses like Sweet Elena’s and Post No Bills. Some of Sand City’s local artists have asked to start a few days early to ensure that they can complete their work on time. A couple photographs of the progress that the local artists who started early were displayed. Blair went through the last we mock-up with the Council and that the Art

Committee is recommending approval of the mock-up. The Council was excited to see the collaboration between Frank Signs and Milbery.

Motion to approve the mock-up was made by Council Member Cruz, seconded by Council Member Sofer. Roll Call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Sofer, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 4, CLOSED SESSION

11:37 a.m.

A. City Council/Successor Agency Board adjourned to Closed Session regarding:

1. Conference with real property negotiator (Cal. Gov code section 54956.8). Closed session with real property negotiator regarding terms of payment related to the South of Tioga development

Agency Negotiator: Aaron Blair, City Manager; Vibeke Norgaard, City Attorney

Other Party: DBO Development LLC No. 30 regarding the following properties:

- a. **Portions of land along California Avenue and Tioga Avenue abutting the following: Lots 10 through 25 and 51 of Block 26; Lots 27 & 53 of Block 27; Lots 21 and 37 of Block 28; Lots 6,7, & 8 of Block 29; and Lots 17, 18, 19 & 20 of Block 16.**
- b. **600 Ortiz Ave, Sand City, CA 93955**
- c. **Portions of land along Beach Way, Merle Street, and Afton Ave which encompass the .9 acres of proposed habitat to be located within the South of Tioga Development Project boundaries.**

1:24 p.m.

B. City Council/Successor Agency Board re-adjourned 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

4a (1) The City Manager and City Attorney received confidential direction on real property negotiations from the Council.

AGENDA ITEM 5, ADJOURNMENT

Motion to adjourn the meeting was made by Blackwelder, seconded by Hawthorne. There was consensus of the City Council/Successor Agency to adjourn the meeting at 1:25 p.m. to the next regularly scheduled meeting on October 6, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk
on behalf of City Manager Blair

**AGENDA ITEM
4B.**

**Approval of November 3, 2020 Sand City
Council Regular Meeting Minutes**

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

Regular Meeting – November 3, 2020
5:30 P.M.

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

Mayor Carbone opened the meeting at 5:31 P.M.

AGENDA ITEM 1, ROLL CALL

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

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder {excused absence}
Council Member Hawthorne {arrived at 5:54 p.m.}
Council Member Sofer
Council Member Cruz

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

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

Mayor Carbone announced the Halloween activity that was held outdoors, and that social distancing protocols were observed.

City Manager Blair mentioned that his staff report contained highlighted items of interest, and that he is still working with Captain+Stoker Coffee roasters in seeking another location in Sand City for their business.

AGENDA ITEM 3, PUBLIC COMMENT

5:34 P.M. Floor opened for Public Comment.

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

5:34 P.M. Floor closed to Public Comment.

AGENDA ITEM 4, CONSENT CALENDAR

- A. There was no discussion of the October 6, 2020 Sand City Council Regular Meeting Minutes.
- B. There was no discussion of the October 13, 2020 Sand City Special Meeting Minutes.
- C. There was no discussion of the October 20, 2020 Sand City Council Regular Meeting Minutes.
- D. There was no discussion of the Sand City Sales Tax Update, 2nd Quarter (April-June 2020).
- E. There was no discussion of the City/Successor Agency Financial Report, September, 2020.

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

AGENDA ITEM 5, CONSIDERATION OF ITEMS PULLED FROM THE CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 6, PUBLIC HEARING

- A. Consideration of City RESOLUTION Approving Conditional Use Permit 644 for the Wahine Project Authorizing a Storage, Office, & Limited Sales Operation at 398-C Shasta Avenue**

City Planner Charles Pooler presented an application submitted by Dionne Ybarra of The Wahine Project (the "Applicant") for conditional use permit approval for office, storage, and limited wholesale/retail activities for their non-profit organization within an existing commercial building at 398-C Shasta Avenue. Mr. Pooler provided the site and project description. Intended hours of operation at the Subject Property will be 10:00 a.m. to 5:00 p.m. Tuesday through Saturday. Staff finds these hours acceptable for the mixed-use district; however, for consistency with other use permits for similar operations, staff recommends the permit specify 7:00 a.m. to 6:00 p.m. on weekdays and the Applicant's proposed 10:00 a.m. to 5:00 p.m. on Saturdays. He reported on the parking situation in relation to other uses at the location and concluded that the on-site paved area of potentially six parking stalls is sufficient for the Applicant and other tenants of this building to meet minimum zoning standards. No shipments, deliveries, or truck shipments to/from the site are intended and Staff does not foresee negative impacts from the Applicant's Use. Staff recommends approval of the Conditional Use Permit for the Applicant, with the

conditions/restrictions proposed by staff.

There were no questions from the City Council.

5:42 P.M. Floor opened for Public Comment.

The applicant Dionne Ybarra commented that she has been in business for 10 years, is a non-profit organization that works with youth, and is excited in being part of Sand City. The Wahine Project provides resources revolving around conservation, and plans to operate a retail space that provides environmentally safe products to the community.

Council Member Sofer added that she is excited about having the organization as part of Sand City and is thrilled with their mission of embracing the green concept as well as their efforts in working with the youth.

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

5:45 P.M. Floor closed to Public Comment.

The Mayor asked the applicant Dionne Ybarra if she was in agreement with the conditions of the use permit. Ms. Ybarra replied that she was in agreement with permit conditions.

Motion to approve the City **Resolution** approving Conditional Use Permit 644 for the Wahine Project Authorizing a Storage, Office, & Limited Sales Operation at 398-C Shasta Avenue was made by Council Member Sofer, seconded by Council Member Cruz. Roll call Vote AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Members Blackwelder, Hawthorne. ABSTAIN: None. Motion Carried.

AGENDA ITEM 7, OLD BUSINESS

A. Consideration of Proposed Mural at 613 Ortiz Avenue

Due to Council Member Sofer's conflict with agenda item 7A, the item was pulled from the agenda and continued due to a lack of a quorum.

AGENDA ITEM 8, NEW BUSINESS

A. Consideration of Private Mural Application: Wahine HQ located at 398 Shasta Avenue

City Manager Blair reported that the applicant has submitted enough information to satisfy the public art policy requirements. The Planning Department reviewed the application and is recommending approval based on the reasons outlined in the attached staff report. The Art Committee reviewed the application on October 28, 2020, and recommended to approve the application and bring it to the Council for their consideration.

He displayed the proposed mural at the subject property, explained its meaning, and noted that it will be painted by the same local artists who painted “Lady Sand City”, Jessica Carmen and AugieWK. Based on the recommendation from the Planning Department and the Art Committee, staff recommends approval of the submitted mural application.

5:52 P.M. Floor opened for Public Comment.

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

5:52 P.M. Floor closed to Public Comment.

Motion to approve the private property mural application for Wahine HQ at 398 Shasta Avenue was made by Council Member Cruz, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Carbone, Cruz, Sofer. NOES: None. ABSENT: Council Member Blackwelder, Hawthorne. ABSTAIN: None. Motion Carried.

5:54 P.M. Council Member Hawthorne joined the virtual meeting.

City Attorney Norgaard recused from the virtual meeting.

B. Consideration and Approval of City RESOLUTION Continuing the Appointment of Vibeke Norgaard as City Attorney and Authorizing the Mayor to enter into City Attorney Employment Agreement

City Manager Blair commented that Vibeke Norgaard has served as the City Attorney for the City of Sand City since September 1, 2018, and has consistently provided quality work, valuable experience in legal issues, and demonstrated responsiveness to City Staff and Department Heads. The attached employment contract has been reviewed by the Budget and Personnel Committee at their August 24, 2020 and September 22, 2020 meeting and is recommending City Council approval of the attached employment contract. Staff recommends authorizing the Mayor and City Manager to enter into the attached employment contract with Vibeke Norgaard as City Attorney.

There were no questions to Staff from the Council.

5:57 P.M. Floor opened for Public Comment.

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

5:57 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** continuing the Appointment of Vibeke Norgaard as City Attorney and Authorizing the Mayor to enter into City Attorney Employment Agreement was made by Council Member Cruz,

seconded by Council Member Sofer. Roll call Vote AYES: Council Members Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: None. Motion Carried.

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

Council Member Cruz reported on her attendance at the TAMC Rail meeting where they provided updates regarding various projects, and have decided to postpone the opening of the Salinas station to mid-January.

Council Member Sofer mentioned that at the TAMC Bike meeting, the topic involved the “Blue Zone”.

Council Member Hawthorne also reported on the last TAMC meeting he attended and announced that the bus route would no longer be going through Sand City. The news was rather disappointing. He also thanked the Council and Staff for the ability to work together and everything he has learned as a Council Member.

D. Upcoming Meetings/Events

Mayor Carbone announced the Wahine Project ribbon cutting that will be held on Wednesday, November 4, 2020 at 11:00 a.m.

AGENDA ITEM 9, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Sofer, seconded by Council Member Hawthorne. There was consensus of the City Council to adjourn the meeting at 6:09 p.m. to the next regularly scheduled City Council meeting on Tuesday, November 17, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk

**AGENDA ITEM
4C.**

**Approval of City RESOLUTION Appointing
a Director and Alternate Director to the
Monterey Peninsula Regional Water
Authority (MPRWA) for a Two-Year Term
commencing on January 2021**



City of Sand City

Agenda
Item

4C

Staff Memo

TO: City Council
FROM: Connie Horca, Acting City Clerk
DATE: November 9, 2020 (for November 17, 2020 Council meeting)
SUBJECT: Appointments to the Monterey Peninsula Regional Water Authority (MPRWA) Board

Background:

In 2012, several Peninsula cities created a joint powers authority known as the Monterey Peninsula Regional Water Authority (MPRWA) whose common purpose is to ensure the timely development, financing, construction, operation, repair and maintenance of one or more Water Projects and to ensure that the governance of such Water Projects includes representation that is directly accountable to the city's water users. Each member city is required to appoint a designated representative to serve on the Board of the MPRWA as a Director and Alternate Director for a two-year term beginning January 2021 through January 2023. Mayor Mary Ann Carbone had previously served as Sand City's designated Board Director and Vice Mayor Blackwelder as Board Alternate due to their extensive knowledge regarding water issues surrounding the Peninsula.

CEQA:

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

Fiscal Impact:

There is no fiscal impact of the appointment to serve on the Board of the MPRWA

Recommendation:

It is recommended that the Council approve the attached resolution appointing Mayor Mary Ann Carbone as Director, and Vice-Mayor Jerry Blackwelder as Alternate Director to the Monterey Peninsula Regional Water Authority (MPRWA) for a two-year term commencing January 2021.

CITY OF SAND CITY
RESOLUTION SC ____, 2020

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPOINTING A
DIRECTOR AND ALTERNATE DIRECTOR TO THE MONTEREY PENINSULA
REGIONAL WATER AUTHORITY (MPRWA) FOR A TWO-YEAR TERM
COMMENCING ON JANUARY 2021**

WHEREAS, in January, 2012, the cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Sand City and Seaside created a joint powers authority known as the Monterey Peninsula Regional Water Authority (MPRWA) in an effort to give ratepayers a strong voice in helping to determine the cost and selection of a regional water project that will serve the Monterey Peninsula; and

WHEREAS, the joint powers agreement creating the MPRWA requires the selection of a Board Director and Alternate Director (for initial two year terms) to be chosen from each of the respective agencies serving on the Board of the MPRWA and said selections must be from each respective city council; and

WHEREAS, Mayor Mary Ann Carbone has a renowned history of representing the ratepayers of the Monterey Peninsula while serving on the Monterey Peninsula Water Management District, the Seaside Groundwater Basin Watermaster Board; and, also serving on the Monterey Regional Water Pollution Control Agency; and

WHEREAS, due to the Mayor's past and current experience dealing with complex water issues that affect the Monterey Peninsula, she is the singular choice to serve Sand City as the Board Director to the MPRWA; and

WHEREAS, Council Member Blackwelder has been selected by the City Council to serve as the Alternate Director to Mayor Carbone for the term commencing January 2021 through January 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City that the following council members have been chosen to serve on the Monterey Peninsula Regional Water Authority, effective immediately: Mayor Mary Ann Carbone as Board Director for Sand City; and Council Member Blackwelder, as Alternate Director.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

**AGENDA ITEM
4D.**

**Approval of Joint Powers Financing
Authority RESOLUTION Confirming its
Officers**



City of Sand City

Agenda
Item

4D

Staff Memo

TO: City Council
FROM: Connie Horca, Acting City Clerk
DATE: November 5, 2020 (for the November 17, 2020 Council meeting)
SUBJECT: Confirmation of Joint Powers Financing Authority (JPFA) Officers

Background:

In accordance with Government Code Section 53051, the State of California requires that the governing body of each public agency file with the Secretary of State on a form prescribed by the Secretary of State a Statement of Facts Roster of Public Agencies Filing of its governing body. The 'Bylaws' of the JPFA require that an annual meeting of the Directors of the Joint Powers Financing Authority must be held at the second regular meeting of the City Council of Sand City during the month of November each year confirming its officers. Due to the incumbent Joint Powers Financing Authority Board members remaining in office after the November 3rd, 2020 election, this is merely an update to the Statement of Facts.

CEQA:

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

Fiscal Impact:

There is no fiscal impact associated with the adoption of the resolution.

Recommendation:

Approve the attached Resolution of the Sand City Joint Powers Financing Authority Confirming its Officers.

Attachments:

- 1) Resolution of the Sand City JPFA Confirming its Officers
- 2) State of California Statement of Facts Roster of Public Agencies Filing

**SAND CITY JOINT POWERS FINANCING AUTHORITY
RESOLUTION NO. JPFA ____, 2020**

**RESOLUTION OF THE SAND CITY JOINT POWERS FINANCING AUTHORITY
CONFIRMING ITS OFFICERS**

WHEREAS, the Bylaws (“Bylaws”) of the Sand City Joint Powers Financing Authority (the “Authority”) require the Directors of the Authority to hold an annual meeting at the time of the second regular meeting of the City Council of Sand City during the month of November each year; and

NOW, THEREFORE, the Directors of the Authority do hereby resolve as follows:

1. The present members of the City Council of Sand City and staff are hereby confirmed as Directors of the Authority pursuant to Section 1.2 of the Bylaws of the Authority, as shown on the attached Statement of Facts:

Mary Ann Carbone, Chair
Jerry Blackwelder, Vice Chair
Kim Cruz, Board member
Gregory Hawthorne, Board member
Elizabeth Sofer, Board member
Connie Horca, Secretary

PASSED AND ADOPTED, by the City Council of the City of Sand City, this ____, day of November, 2020 by the following votes:

AYES: JPFA Members
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, JPFA Chair

ATTEST:

Connie Horca, JPFA Secretary



**State of California
Secretary of State**

**STATEMENT OF FACTS
ROSTER OF PUBLIC AGENCIES FILING**
(Government Code section 53051)

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing Update

Legal name of Public Agency: Sand City Joint Powers Financing Authority

Nature of Update: annual filing, confirmation of governing Board Members

County: Monterey

Official Mailing Address: 1 Pendergrass Way, Sand City, California 93955

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): Mayor & Chair

Name: Mary Ann Carbone Address: c/o 1 Pendergrass Way, Sand City, California 93955

Secretary or Clerk (Indicate Title): Acting City Clerk

Name: Connie Horca Address: c/o 1 Pendergrass Way, Sand City, California 93955

Members:

Name: Mary Ann Carbone Address: 1893 Park Avenue, Sand City, California 93955

Name: Jerry Blackwelder Address: 450 Ortiz Avenue, Sand City, California 93955

Name: Gregory Hawthorne Address: 430 Ortiz Avenue, Sand City, California 93955

Name: Elizabeth Sofer Address: 1717 Contra Costa Street, Sand City, California 93955

Name: Kim Cruz Address: 606 Scott Street, Sand City, California 93955

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME	[Connie Horca]	Date
ADDRESS		1 Pendergrass Way		Signature
CITY/STATE/ZIP	[Sand City, California 93955]	<u>Connie Horca, Acting City Clerk</u>
				Typed Name and Title

**AGENDA ITEM
6A.**

**Consideration of Proposed Mural
Application at 613 Ortiz Avenue**



City of Sand City

Agenda
Item

6A

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: October 23, 2020 (Continued from the November 3, 2020 Council meeting)
SUBJECT: Discussion and possible approval of a private property mural application at 613 Ortiz Street.

Discussion:

As part of the goal of encouraging and supporting artist and muralist, the City Council approved a Public Art Policy in May 2020 in order to have procedures in place for the acquisition, removal, installation, and maintenance of public art in Sand City. The Policy outlines the difference between public art/murals that are sponsored by the City and/or on public property, and murals on private property and/or sponsored by private funds.

The applicant has submitted enough information, which is attached, to satisfy the public art policy requirements. The Planning Department reviewed the application and is recommending denial of the application due to reasons outlined in the attached staff report (Attachment A). The Art Committee reviewed the application on September 23, 2020, and is recommending denial of the application based on a poorly scaled design in relation to the existing adjacent mural which this is an extension of. The Art Committee would like to support the applicant's desire to add more public art thus they encouraged the applicant to bring forward a new design from the artist or another Sand City artist. The applicant would like to move forward with the application as is.

Details:

- a. Proposed location of the artwork, including which wall on the location.
613 Ortiz.
- b. Photo, plans, model or other visual representation of proposed artwork.
Mock up is attached. Existing conditions photo is attached
- c. Description of the artwork, including dimensions, and color.
Applicant Description:
Sand City Trees. The original project was always to do both sides of Mr. Wood's building along Ortiz & Hickory. Eleen Auvil being 95 and with an upcoming show at the

Carmel Art Association at the time, was the reason why she did not finish both sides at the same time. I even mentally gave up on that side, as I didn't want it to overwhelm her. Colors are the same as on the Hickory and as shown on the provided photo. The paint will be purchased from John Fisk. This is as much Sand City as I can make it, just like the other side. I even invited Krimp to take part. This will affect two of Mr. Woods occupants, Mr. Barney Cullen and Manny Espinoza. They both have expressed their gratitude and excitement about having this artwork. The mural will be approximately 65' long.

- d. Name of Artist and if possible, Artist's biography.
Design by artist Eleen Auvil, and painted by Seaside resident and artist Margaret Ghodsi with potential assistance from Sand City Art Committee Member Krimp.
- e. Documented approval by building owner.
The property owner and businesses within support the mural.

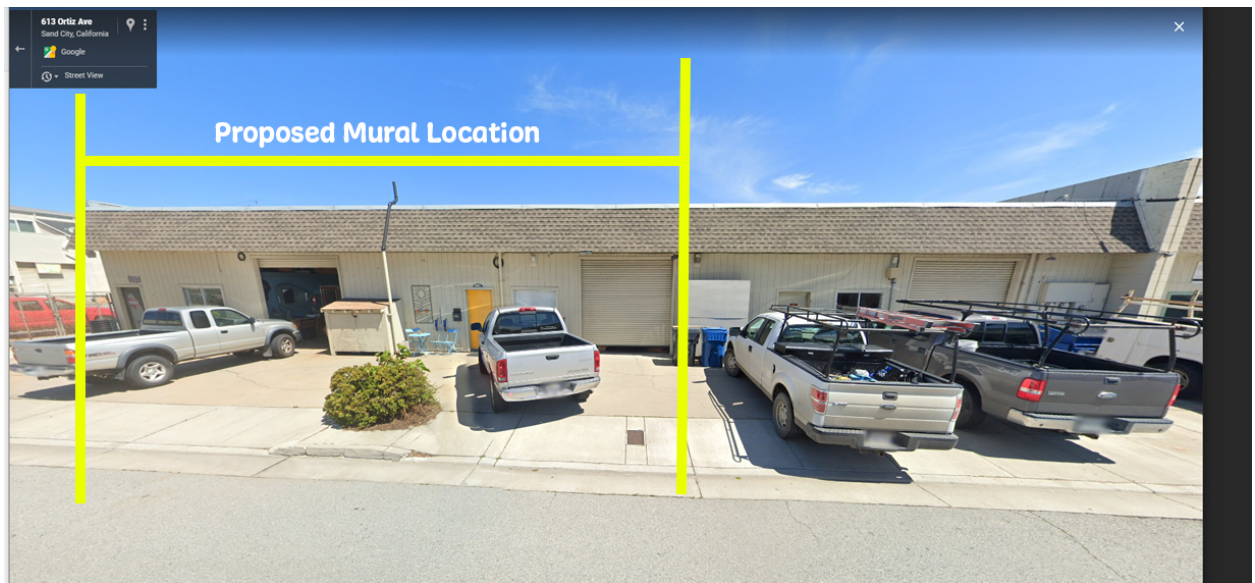
CEQA: The installation of a mural for a neighborhood mural program is not subject to CEQA (California Environmental Quality Act) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; per CEQA guideline section 15060(c)(2). Furthermore, the application of artistic murals on existing structures qualifies for a categorical exemption per CEQA Guideline section 15301 as it a minor alteration of public and/or private structures involving no expansion of the use or structure.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff is not opposed to the proposed mural, but does value the recommendation of the Art Committee and the Planning Department.



CITY OF SAND CITY

STAFF REPORT

**OCTOBER 22, 2020
(For Art Committee on October 28, 2020)**

TO: Sand City Art Committee

FROM: Charles Pooler, City Planner

SUBJECT: Planning Dept. Review of Proposed Mural at 613 Ortiz Avenue

BACKGROUND

An application was submitted to the City of Sand City (the “City”) by Kayhan Ghodsi, a Sand City resident (the “Applicant”), for approval of an art mural on a single building elevation (the “Project”) of an existing building at 613 Ortiz Avenue (APN 011-197-015) in Sand City (the “Subject Property”). The Subject Property has a non-coastal General Plan land use designation of Mixed Land Use (MU-D) and Zoning Map designation of “Mixed Use” (MU-P). The application of an art mural onto an existing building qualifies for a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

The City’s municipal code, which includes the zoning ordinance (Title 18), does not specify specific requirements for art murals; nor are there any adopted design guidelines regarding murals within the zoning code. Therefore, in the absence of such regulations and/or guidelines, review of the Project is subject to the Art Committee’s discretion.

Site Description:

The Subject Property is 125-feet wide and 75-feet deep with a 1-story commercial building; with two commercial units. Sylvan Design (art studio) and Creame Creative (photography studio) currently occupy the building. There is sufficient frontage of the Subject Property to provide 14 on-site parking spaces along the property’s Ortiz Avenue frontage. There are roll-up doors for the commercial units facing both Hickory Street (for one unit) and Ortiz Avenue (for both units). The west side of the building facing Hickory Street has an enclosed chain-link fenced yard. The east side of the building abuts an adjacent commercial building of similar architectural design.

DISCUSSION

Project Description:

The proposed mural is titled “Sand City Trees”. The illustration portrays vague non-descriptive trees with colors consisting of dark green, red, orange, and medium yellow on a blue background with brown ‘tree trunks’. This repeats the non-permitted mural on this building’s Hickory Street frontage. At the center of this proposed mural is an indiscernible

brown figure with extended pointed elements atop a flattened dark green and semi-round orange shapes. According to the illustration provided by the Applicant, this mural will cover the entire wall surface of the building's south elevation facing Ortiz Avenue, from ground to soffit. The shapes and colors do not follow the building's architectural lines and/or features. None of the mural's design elements follow the vertical and/or horizontal lines of the building.

How do you define a "Mural"?:

Murals are important in that they bring art into the public sphere. However, a mural should be defined as more than just a paint scheme on a structure, otherwise any and all color applications on a building would fall into the definition of a "mural". Historically, murals have functioned as a means of communication or expression for and between members of a community. Even illegal and unsightly graffiti generally expresses some message (Note: staff is not endorsing graffiti). Taking that into account, a mural should portray a message, emotion, and/or statement. The proposed mural does not appear to meet this criteria. If a mural is intended only as decoration, then the question stands "*what differentiates a mural from being just an architectural treatment?*"; and if a decorative application is just architectural treatment, then it should then be considered as such and not considered as 'art'. The proposed mural does not portray any discernable historical, political, social or other context that Planning staff can infer.

Art Incorporated as Architecture:

Art is subjective. As the saying goes, "Beauty is in the Eye of the Beholder". It is difficult to apply architectural standards to public art; however, basic architectural rules of integration and balance can be applied that provide a harmonious design and experience.

- 1) Integration: Does the mural integrate into the building's architectural elements? If a new building were proposed, the application of materials and colors are architectural elements that are considered. Part of an architectural analysis would be to ask "Are there too many materials/colors?", "Do the proposed materials/colors integrate with a building's mass and shape?", and "Is there a balance or consistency in the use of materials and colors?". In that respect, murals should also be evaluated as to how they integrate into a building's architecture. The Subject Property is in need of aesthetic improvement and an attractive mural would be a potentially valid solution; but the question remains, "Does the proposed mural integrate in with the building as to improve its architectural appeal?"

A distinguishing characteristic of mural paintings is that the architectural elements of the given space are harmoniously incorporated into the picture or illustration of the mural. The proposed mural does not provide for such harmony with the building's architecture; rather the mural's design is a collection of abstract tree shapes and colors that conflict with the building's lines, mass, and elements (i.e. windows/doors, framing, signs, facade articulation, etc.). It is staff's position that the proposed mural design does not achieve architectural harmony, and thus as a result, does not enhance the building's architecture.

- 2) **Balance:** Is there a balance between the mural's scale and design with the building's mass and form? Again, the proposed mural design is a collection of abstract tree shapes and colors applied upon a single building elevation from ground to soffit with no boundary or limitation. If this design were not labeled a "mural"; but rather, it was proposed as only a building's paint color scheme, Planning staff would not recommend approval due to it's architecturally conflictive application. There is no balance between the proposed mural design and the building's mass or shape. Furthermore, the proposed mural simply ends at the property line and has no aesthetic transition or conclusion that does not conflict with the commercial building on the abutting commercial parcel along Ortiz Avenue. As that building is not part of the mural, the design should somehow taper as to not just "end" at property line creating a visual conflict.

Sign(s) for commercial tenant(s):

Another issue to consider is the integration of commercial signs on the building for the commercial tenant(s) within the building. Signs for commercial tenants of the Subject Property are not included on the submitted mural illustration (see Exhibit D). Commercial tenants are entitled, consistent with City regulations under Chapter 18.66 of the City's Municipal Code, to have commercial signs on their building. How do commercial signs on the Subject Property integrate and/or conflict with existing or future commercial signs? As the mural is presented on the provided illustration, such signs would cover and/or contrast with the mural's design elements. Signs, as well as murals, should integrate into the building's architecture.

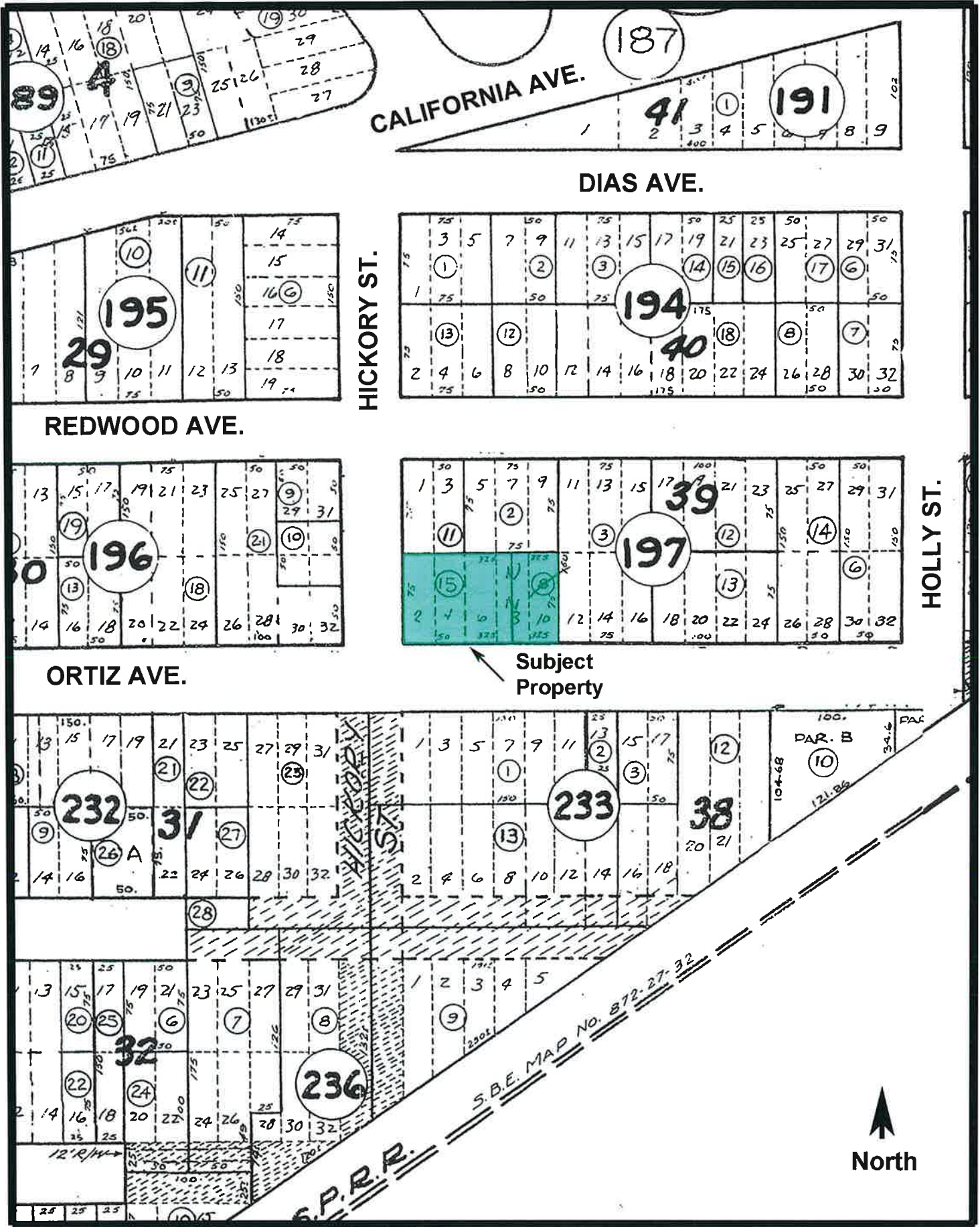
CONCLUSION

Though staff supports murals in general, the Planning Department does not support the proposed mural design for the reasons discussed in this report; however staff does encourage the Applicant to redesign and submit a mural that does satisfy, at minimum but not limited to, the points noted in this staff report; which include:

- 1) A mural design that integrates and balances with the building's architectural elements and mass.
- 2) The mural should artistically and discernibly communicate some message, emotion, and/or statement relative to the community.
- 3) Allow for the integration of commercial signs on the building.

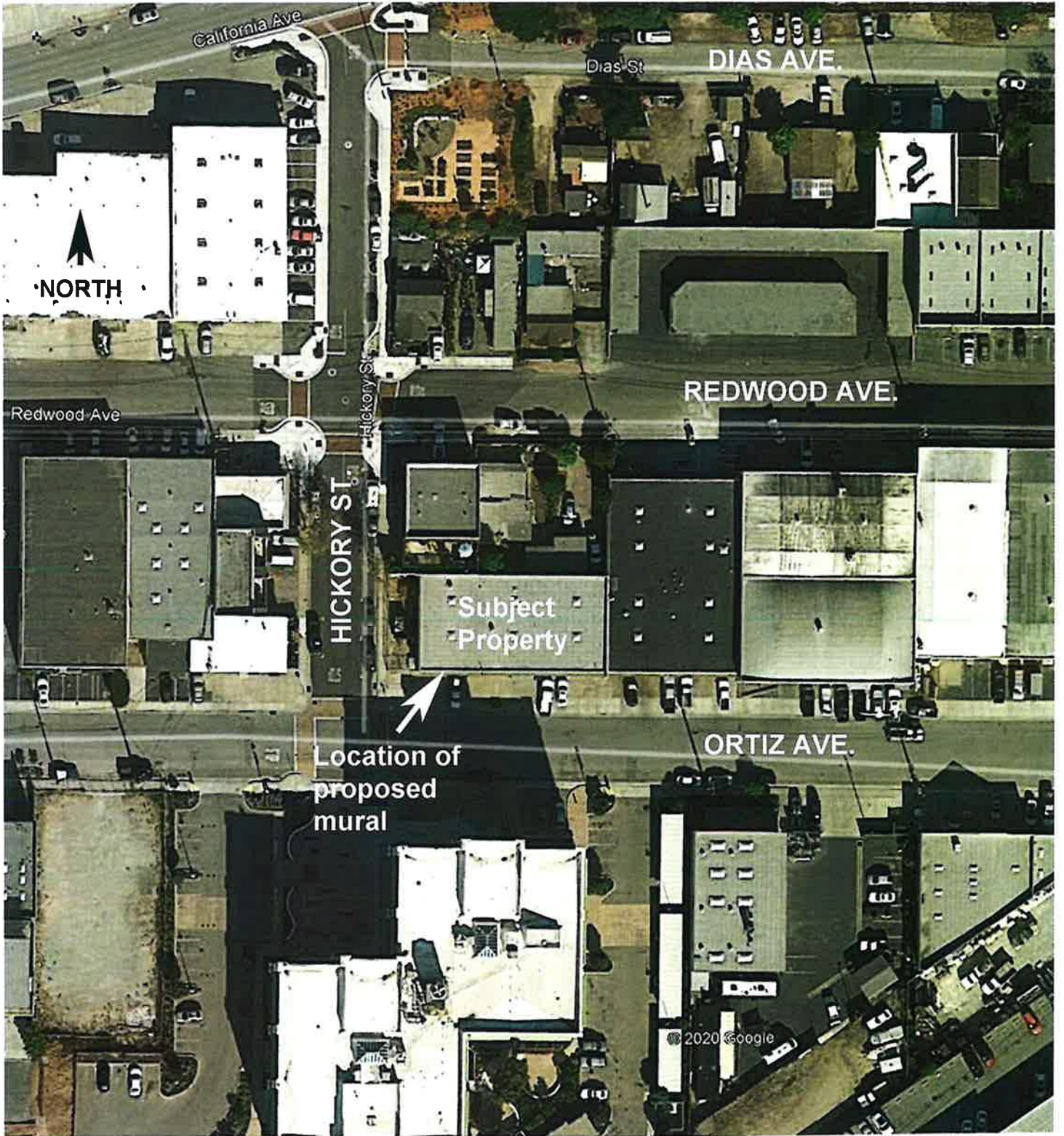
Exhibits:

- A. Location Map
- B. Aerial Map
- C. Site Photographs (via Google Earth - 2019)
- D. Applicant's Proposed Mural Design Illustration



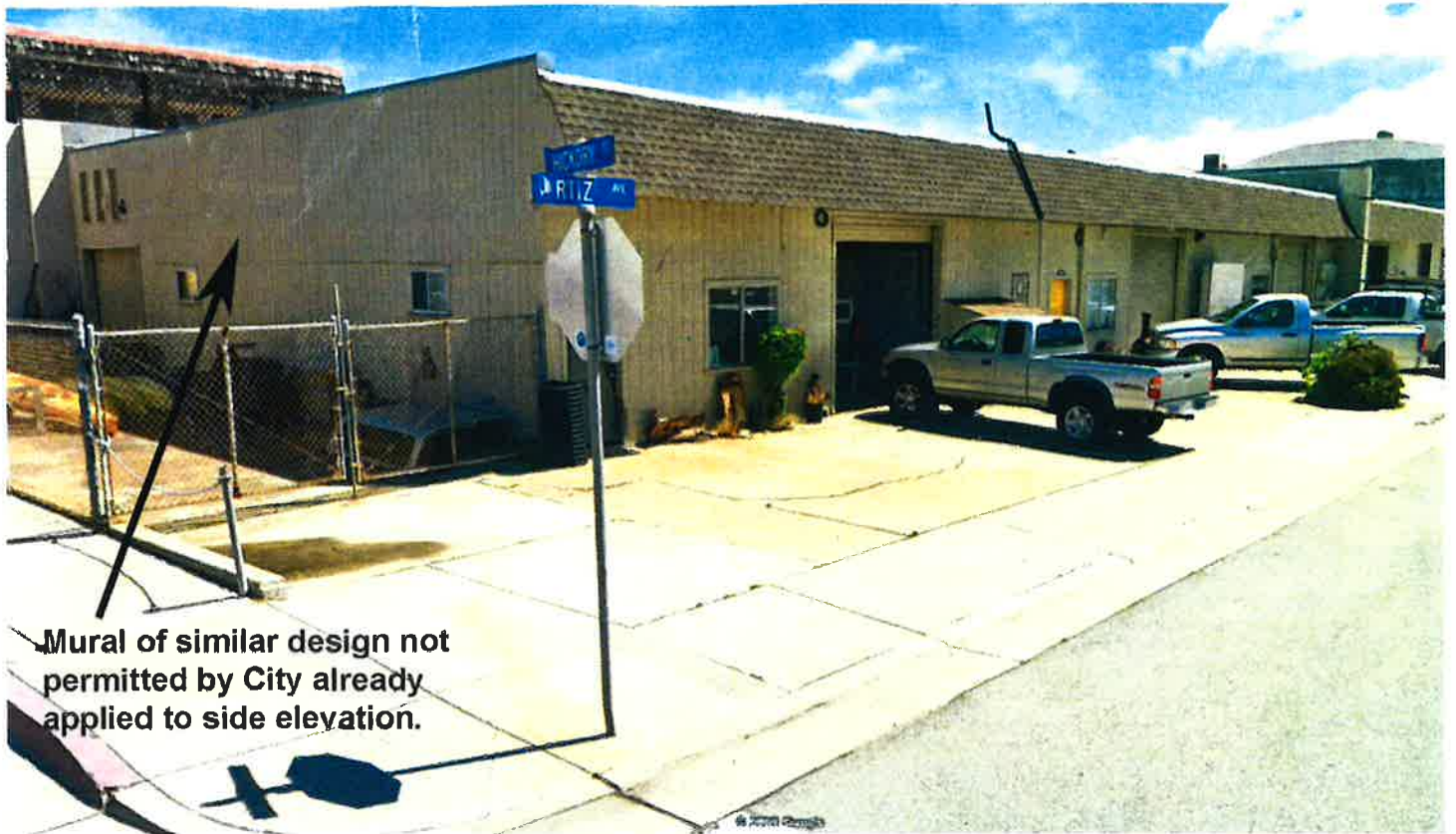
Location Map

EXHIBIT A



Aerial Map (via Google Earth)

EXHIBIT B



Mural of similar design not permitted by City already applied to side elevation.



ORTIZ AVE.



Rendition of Applicant's proposed mural at 613 Ortiz Avenue

**AGENDA ITEM
7A.**

**Consideration of City RESOLUTION
Amending Schedule M, City Clerk Fees and
Charges related to Administrative
Department Fees**



City of Sand City

Agenda
Item

7A

Staff Memo

TO: City Council
FROM: Connie Horca, Acting City Clerk
DATE: October 27, 2020 (for November 17, 2020 Council Meeting)
SUBJECT: Amending Schedule M, City Clerk Fees and Charges of the Citywide Comprehensive Fee Schedule

Background:

On August 20, 1991, the City Council adopted Resolution No. 13 (1991) Adopting Certain Fee Schedules to include Schedule M, City Clerk Fees and Charges (Attachment 1). Since that time certain fees and charges have either increased and/or no longer exist due to the creation of interagency agreements with the County. Staff reviewed the existing City Clerk Fee schedule and found that it was in need of an update to reflect current fees and charges for the cost of providing services. Department Staff conducted a survey of the cost of providing services and the fees charged by surrounding agencies for various services. The following is a list of those fees in addition to proposed fees for the City of Sand City.

	<u>MONTEREY</u>	<u>MARINA</u>	<u>PACIFIC GROVE</u>	<u>SEASIDE</u>	<u>Proposed Fee SAND CITY</u>
Appeals-City Council	\$ 389	\$2,780	\$ 37.	\$276	\$ 50.00
CD's/DVD's/ Thumb Drive	Cost of reproduction	\$20.00	Actual Cost	Cost of duplication + postage	\$15.00
Council Chamber Rental	\$ 100	Only certain groups	\$ 121 (1st 4 hours +33 add'l hr.) Security Deposit \$59	none	\$ 50.00
Non-Sufficient Funds Checks	\$ 10.00	\$ 135.00	\$ 25.00	\$ 27.00	\$ 15.00
Mailing List (min. charge)	\$ 0	\$ 0	\$ 0	.10 per page	\$.10 per page
Mailing list on labels	\$ 0	\$ 0	\$.10 + cost of labels	\$ 1.00 per page

The item regarding Payments by Credit Card was previously adopted by the City Council at the June 2, 2020 council meeting by Resolution SC 20-32, 2020 (Attachment 2) and will be incorporated into Schedule M, City Clerk Fees and Charges. Furthermore, tax permits and applications are now processed through the Regional Tax Authority (RTA) and are no longer processed through the City and can be removed from the City Clerk Fees and Charges.

The attached Schedule M, City Clerk Fees and Charges (Exhibit A to the resolution) reflects new fees highlighted in red, and items in strikeouts that no longer apply or exist as a fee incurred to the public.

Review and Analysis:

Adoption of new City Clerk Fees would defray some, although not all recoverable costs incurred by the City. The proposed fee associated with City Appeals involves staff time of one person for 1.25 hours @ \$40 per hour. Requests for reproduction of records on CD's, DVD's and/or on thumb drives does not include the cost for staff time but for the cost associated with purchase of the item. Although the City has not had many public requests for the use of the Council Chambers, the rental fee would cover public works staff time of one person for 1.25 hours @ \$35 per hour for preparation and clean up as well as the use of electricity, which is oftentimes left on overnight. The bank currently charges the City a fee of \$15.00 for returned checks, and the proposed fee would be 100% recoverable. The standard fee for copies is \$.10 per page that would also be charged for a mailing list which is calculated at the cost of \$.08 per page plus ink based on a ream of 500 sheets of paper purchased at \$4.00. The cost of \$1.00 per page for a mailing list printed on labels is based on 100 sheets of labels purchased for \$55 which amounts to \$.55 per label plus ink and staff time. In reviewing several City contracts, the costs they charge for materials and reproduction were between \$.10- \$.15 per page as well as cost + 15%. Considering the results of the survey and fees charged by surrounding cities, Staff determined that the proposed fees for Sand City were adjusted accordingly to adequately meet the need to provide services.

CEQA:

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

Fiscal Impact:

The adoption of the amended fee schedule would have a minimal positive impact and would not be considered as recurring income.

Recommendation:

It is recommended that the Council approve the attached Resolution Amending Schedule M, City Clerk Fees and Charges related to Administrative Department Fees (Attachment 3).

RESOLUTION NO. 13 (1991)
RESOLUTION ADOPTING CERTAIN FEE SCHEDULES

WHEREAS, the City Council by Ordinance No. 87-4 did authorize the adoption of fee schedules for the processing of applications for permits for various aspects of development in the City, including but not limited to the subject matter of the Uniform Codes mentioned in said Ordinance; and,

WHEREAS, the City Council finds that it is necessary to adopt the following fee schedules in order to recover costs which will be incurred by the City while processing applications for various permits.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAND CITY AS FOLLOWS:

Resolution No. SC-14 (1987) is hereby rescinded.

SECTION 1.0: The following fee schedules, copies of which are attached hereto marked Exhibit "A" and by this reference incorporated herein, are hereby adopted.

- A. Public Works Fee Schedule
- B. Planning Action Schedule of Fees.
- C. Coastal Development Permit Fee Schedule.
- D. Design Review Application Fee Schedule.
- E. Electrical Permit Fee Schedule.
- F. Plumbing Permit Fee Schedule.
- G. Grading Permit Fee Schedule.
- H. Mechanical Permit Fee Schedule.
- I. Commercial Combination Fee Schedule.
- J. Commercial Non-Combined Fee Schedule.
- K. Residential Combination Fee Schedule.
- L. Residential Non-Combined Fee Schedule.
- M. City Clerk Fees and Charges.
- N. Police Department Fee and Charges.
- O. Fire Department Fees

P. Business Development Fee

SECTION 2.0: The fee schedules referred to in Section 1.0 hereof shall take effect immediately.


PASSED AND ADOPTED at the regular meeting of the Council on August 20, 1991, by the following roll call vote:

AYES: Kline, Morris, Hubler, Lewis and Mayor Pendergrass

NOES: None

ABSENT: None


MAYOR

ATTEST: 
City Clerk

I am the City Clerk of Sand City and hereby certify that the within document is a true and correct copy of documents on file with the City.

Dated: _____

City Clerk

SCHEDULE M
CITY CLERK FEES AND CHARGES

DESCRIPTION	FEES
Furnishing existing copy of public writing (+ \$0.10/page Plus cost of mailing/packaging)	1.00
Certifying to a copy of any public writing/page	2.00
Council Agenda mailing subscription (yearly) Plus self addressed/stamped envelope	20.00
Typed transcripts per hour (per state code)	
Non-sufficient Fund Checks	10.00
Council Chambers Rental per meeting	25.00
Taxi License Applications	100.00
Outdoor Sales	
Inspections	25.00
Deposit (Refundable)	100.00
Application	25.00
City Council Agenda Packets, each	15.00
PERMITS	
Taxi Permit (Annual each taxi)	50.00
Taxi Driver Annual, each driver)	10.00
DOCUMENTS	
Copies of city documents (municipal code, zoning ordinance, etc.) Cost of reproduction, plus 15%.	
APPEALS	
City Council	25.00

CITY OF SAND CITY

RESOLUTION SC 20-32, 2020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AMENDING THE CITYWIDE FEE SCHEDULE AND ADOPTING A CITYWIDE SERVICE FEE FOR CREDIT CARD PAYMENTS

WHEREAS, the implementation of processing credit card payments will allow for convenient payment options in person and otherwise; and

WHEREAS, the processing of said payments places a fee on transactions as determined by the City's chosen software and hardware payment service; and

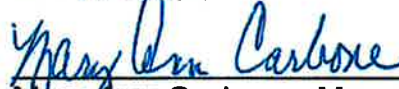
WHEREAS, the City of Sand City has the authority to recoup costs incurred by the City from applicants for the processing of applications, licenses, etc., provided the fee does not exceed the cost, and has determined that an efficient, fair, and appropriate method to sufficiently recoup costs for credit card payments is to adopt a service fee.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Sand City adopts a citywide service fee for credit card payments and directs the City Clerk to amend the current citywide fee schedule to include a service fee of 2.5% + \$0.10 per transaction for all swiped or contactless payments and 3.6% + \$0.15 per transaction for payments online, over the phone, or through mailorders.

PASSED AND ADOPTED by the City Council of Sand city this 2nd, day of June 2020, by the following vote:

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

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:



Connie Horca, Acting City Clerk

**CITY OF SAND CITY
RESOLUTION SC __, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AMENDING
SCHEDULE M, CITY CLERK FEES AND CHARGES RELATED TO ADMINISTRATIVE
DEPARTMENT FEES**

WHEREAS, the City of Sand City (City) has established a City Comprehensive Fee Schedule for fee related services provided by City departments; and

WHEREAS, the City has authority to impose fees under its police power provided that a fee does not exceed the actual cost of providing the service (Cal. Const art. XI, §7); and

WHEREAS, on occasion the City needs to revise and update its fee schedule in order to fully recover the cost of providing services; and

WHEREAS, Schedule M to the City’s Comprehensive Fee Schedule, which sets forth City Clerk Fees and Charges was adopted in 1991 by Resolution SC 13 (1991); and

WHEREAS, the Administrative Department of the City of Sand City offers a variety of administrative services to include public records requests and processing various documents; and

WHEREAS, City staff has determined that the existing City Clerk Fee schedule should be updated to reflect the actual cost of providing services, and to remove certain services that the Administrative Department no longer provides, attached hereto as Exhibit A; and

WHEREAS, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Sand City that it hereby amends Schedule M, City Clerk Fees and Charges of the Citywide Comprehensive Fee Schedule to update the current costs associated with providing services.

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

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

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

SCHEDULE M
CITY CLERK FEES AND CHARGES

<u>DESCRIPTION</u>	<u>FEES</u>
Furnishing existing copy of Public Writing (plus cost of mailing/packaging)	\$.10 per page
Certifying to a copy of any public writing/page	\$ 2.00
Council Agenda mailing subscription (yearly) plus self-addressed/stamped envelope	\$ 20.00
Typed Transcripts per hour (per State Code)	
Non-Sufficient Fund Checks	<u>\$ 15.00</u>
Council Chambers Rental per meeting	<u>\$ 50.00</u>
Taxi License Applications	\$ 100.00
Outdoor sales	
Inspections	\$ 25.00
Deposit (Refundable)	\$ 100.00
Application	\$ 25.00
City Council Agenda Packets (Hard Copy)	\$ 15.00
Records provided on CD/DVD's/Thumbdrive	<u>\$ 15.00</u>
PERMITS	
Taxi Permit (Annual each taxi)	\$ 50.00
Taxi Driver Annual, each driver	\$ 10.00
DOCUMENTS	
Copies of City Documents (municipal code, zoning ordinance, etc.)	Cost of Reproduction + 15%
Mailing List	<u>\$.10 per page</u>
Mailing List on Labels	<u>\$ 2.00 per page</u>
APPEALS	
City Council	\$ 50.00
PAYMENTS BY CREDIT CARD	
Swiped or Contactless Payments (transaction)	Service fee 2.5 % + (\$.10 per transaction)
Online, Phone or Mail orders (transaction)	Service fee 3.6% + (\$.15 per transaction)

**AGENDA ITEM
7B.**

**Consideration of City RESOLUTION
Approving a Contract with 4leaf, Inc. to
Provide Comprehensive Building Services,
including but not limited to, Building
Permit Issuance, Building Inspections
Services, Building Plan Review Services,
Code Enforcement, and Building Official
Oversight and Response**



City of Sand City

Staff Report

Agenda
Item

7B

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: November 2, 2020 (November 17, 2020 Council Meeting)
SUBJECT: Contract with 4Leaf, Inc. to provide comprehensive Building Services, including but not limited to, building permit issuance, building inspections services, building plan review services, code enforcement, and Building Official oversight and response

Discussion:

The City of Sand City (City) has contracted with the City of Monterey (Contractor) on an as-needed basis since 1994. The Building Services agreement was amended and extended in 2011 and again in July 2020. The current term of the agreement with Contractor expires June 30, 2021. Upon review of City revenue and services, and in light of significant staffing changes with the Contractor, the City notified the Contractor on August 18, 2020 that the City would be issuing an RFQ for Building Services to see what additional options are available to the City.

On August 13, 2020, the City invited interested firms and individuals to submit written qualifications to provide Building Services to the City. On September 4, 2020, the City received three RFQ proposals.

The three firms that submitted qualifications and estimates are listed below.

CSG Consultants

4Leaf, Inc

GPS Solution

After review and analysis of all proposals, staff determined that 4Leaf, Inc. was the best qualified to meet the needs of the City based on, but not limited to, the following;

- Strong qualifications package highlighting their expertise, experience, staff, and depth of resources. They appear to have all of the necessary in-house resources to accommodate all of Sand City's building department and code enforcement service needs in addition to Fire Code plan check and inspection services. Their plan check review process can accommodate building and fire code compliance of large projects such as South of Tioga, that would alleviate the need to out-source large project reviews and inspections.
- Strong credentials in building department services covering many aspects such as plan review, permit issuance, fire, life, and safety, and code enforcement.
- Team of highly experienced staff, many with local experience directly related to work that would be performed in Sand City

- Team appears to be responsive to Sand City needs. This organization can work with either paper or digital application submissions, which demonstrates flexibility to getting the project completed regardless of the form of submission. They also can-do digital scanning of any paper submissions, simplifying the application and routing process for City staff.

Staff further felt that 4Leaf had the most comprehensive ability, at the most competitive price, to provide Building Services for the City.

4Leaf is a full-service building services firm with a large pool of staff to provide building inspection, building permit technicians, plan review engineers and building official services. 4Leaf also offered competitive rates for services closest to our current fee structure and has capacity to look at our fee structure and propose better cost recovery. The City currently has a contract for building and inspection services with 4Leaf for the South of Tioga project.

Staff also believes 4Leaf will provide significant expertise to aid in the transition from the current Contractor database to our own database for better customer service. The City is in the process of implementing the IWORQ cloud-based database application for all Planning Permits, Historic Inventory, Housing and Code Compliance case records. The City's goal is to use IWORQ for Building Permit data as well, to have all property data in one database. 4Leaf has assisted other jurisdictions, such as Half Moon Bay and San Juan Bautista, transition Building Services data and applications into IWORQ.

In addition, staff finds that 4LEAF provides extensive local knowledge. One of the team members, John Kuehl, has already served as building official, plan reviewer, and inspector for Sand City and other municipalities in the region in his previous role as Chief Building Official for the City of Monterey. The City currently has a contract for building and inspections services with 4Leaf for the South of Tioga project which has had positive results thus far.

Fiscal Impact:

The Fiscal Year 2020-2021 Budget already funds these services. The Building Services budget is always dependent on building permit activity and fees. The proposed fee schedule is on par with our current fee schedule (Exhibit B).

CEQA:

The contract is an administrative activity and does not constitute a 'project' under the California Environmental Quality Act (CEQA) CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, the contract is not subject to CEQA as there is no potential for it resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. CEQA Guidelines, Section 15378(a).

Recommendation:

Staff recommends that the City Council authorize the City Manager to negotiate and enter into a contract with 4Leaf, Inc. for comprehensive building services in substantially the same form as

the contract at Exhibit A. In addition, staff recommends that the City Council authorize the City Manager to terminate the contract for building services with the City of Monterey per the contract requirements.

CITY OF SAND CITY

RESOLUTION SC____, 2020

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A CONTRACT WITH 4LEAF, INC. TO PROVIDE COMPREHENSIVE BUILDING SERVICES, INCLUDING BUT NOT LIMITED TO, BUILDING PERMIT ISSUANCE, BUILDING INSPECTIONS SERVICES, BUILDING PLAN REVIEW SERVICES, CODE ENFORCEMENT, AND BUILDING OFFICIAL OVERSIGHT AND RESPONSE

WHEREAS, on August 13, 2020, the City invited interested firms and individuals to submit written qualifications to provide Building Services to the City; and

WHEREAS, on September 4, 2020, the City received three RFQ proposals. The three firms that submitted qualifications and estimates are CSG Consultants, 4Leaf, Inc, GPS Solution; and

WHEREAS, after review and analysis of all proposals, staff determined that 4Leaf, Inc. was the best qualified to meet the needs of the City; and

WHEREAS, the proposed City Building Services Agreement, attached as Exhibit A and incorporated herein by reference, with 4Leaf, Inc., is hereby found to be most appropriate to meet the needs of the City of Sand City and is hereby accepted; and

WHEREAS, the 4Leaf Inc. Fee Schedule, attached as Exhibit B and incorporated herein by reference, is hereby accepted and approved with the understanding that this Fee Schedule may be updated periodically, subject to review and approval by the City Council of Sand City; and

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

1. 4Leaf Inc. is hereby selected to serve as Sand City’s building inspection and plan check provider in accordance with the building services agreement terms attached hereto and incorporated herein as “Exhibit A” and the terms of said building services agreement as outlined in “Exhibit B”, with key points of that building services agreement 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 an applicable project.
2. 4Leaf Inc. will work with Sand City staff and permit applicants to coordinate and schedule inspection times as conveniently as possible.
3. The attached City Building Services Agreement (Exhibit A), and Fee Schedule (Exhibit B) are accepted and approved.
4. The City Manager is directed and authorized to execute the attached City Building Services Agreement in substantially the same form as the attached documents.
5. The term of the City Building Service Agreement will be for a three-year period beginning January 1, 2020 through January 1, 2023.
6. 4Leaf Inc. will maintain a current Sand City Business License throughout the term of the Service Agreement.

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

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

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

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

This Agreement made this _____ day of _____, 20____ (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and _____, a [California Corporation], hereinafter referred to as "Consultant" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on _____, 2020 and shall end on _____, 202____, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at it sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

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

IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ (\$ _____ .00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000.00). Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work , the hours spent by each person,

a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement
 - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

- c. Retain a different consultant to complete the work described in an given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT (“Documents”) shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT’S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT’s office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

- A. Indemnity**

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is

defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

XVI. NOTICES

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

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

To CONSULTANT: _____

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Aaron Blair, City Manager

ATTEST:

Connie Horca/ Acting City Clerk

APPROVED AS TO FORM:

By: _____
Vibeke Norgaard, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section F: Hourly Rate and Fee Structure

2020-2021 FEE SCHEDULE & BASIS OF CHARGES

For the City of Sand City

All Rates are Subject to Basis of Charges

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	Plan Review Percentage Cost: 75% * Fee includes initial review and two (2) rechecks. Plan Review Hourly Cost: \$160/hr CASp Review: \$160/hour Fire Review: \$160/hour

Staff Augmentation Services

Interim Chief Building Official	\$140/hour
On-Site Plan Review Engineer (SE or PE)	\$160/hour
On-Site Non-Structural Plans Examiner	\$110/hour
Senior Lead Inspector/Project Inspector	\$140/hour
Project Inspector	\$120/hour
Certified Building Inspector I	\$90/hour
Certified Building Inspector II	\$105/hour
Commercial Inspector/Building Inspector III	\$115/hour
Fire Inspector	\$155/hour
Training Building Inspector	\$75/hour
Code Enforcement Officer	\$85/hour
Administrative Support	\$60/hour
Permit Technician	\$68/hour
Senior Permit Technician	\$75/hour
Permit Manager (Project based)	\$90/hour
Inspector of Record (including DSA or OSHPD)	\$140/hour
Public Works Inspector (Prevailing Wage)	\$149/hour
OSHPD Inspector	\$140/hour
Principal Planner	\$150/hour
Associate Planner	\$120/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.



BASIS OF CHARGES

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments unless negotiated differently in writing.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed in Section 5: Professional Services Fees.
- All plan review services will be subject to 2-hour minimum fee.
- 4LEAF assumes that these rates reflect the 2020-2021 contract period. A 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hours M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8 hours Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours’ rest between shifts will be charged the appropriate overtime rate.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.

CONSULTANT QUALIFICATION



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

September 4, 2020

RE: Qualifications to Provide Building Division Services for the City of Sand City.

Dear Mr. Blair,

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our qualifications to provide professional As-Needed Building Department Services for the City of Sand City (City). 4LEAF has been providing these services for numerous public and private clients throughout California for more than 20 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

Experience with Sand City

4LEAF currently works with the City providing plan review and inspection services on large scale projects such as the Target remodel and South of Tioga development. 4LEAF is also approved to provide as-needed code enforcement services with the City.

Local Clientele

Currently, we are supplying similar services to nearly 200 public agencies throughout California including the nearby municipalities such as the cities of **Sand City, Monterey, San Juan Bautista, Hollister, Pacific Grove, Santa Cruz, Capitola, Greenfield, and the counties of Monterey, San Benito, and Santa Clara.**

Depth of Resources

4LEAF has a proven track record of providing building officials, inspectors, permit technicians, and plan review engineers typically **within 24 hours of request**. Our local and proposed staff include:

- John Kuehl, CBO – Proposed Building Official
- Scott Martin, PE – Proposed Plan Review Engineer
- Bob Tucker – Proposed Building Inspector
- Minnie Arredondo – Proposed Administrative Assistance
- Christopher Fowler, CBO, OSHPD A – Proposed Building Code Interpretation
- Ron Greisenger – Proposed Fire Code Interpretation
- Al Fasulo – Proposed Code Enforcement Officer

Leadership

The contract with the City of Sand City will be managed by John Kuehl, CBO. John has a proven track record of success working with neighboring cities and counties.

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

Office: (925) 462-5959
Cell: (831) 596-8759
Email: jkuehl@4leafinc.com

Respectfully submitted,

4LEAF, Inc.


Craig Tole
Director of Development Services



Section B: Qualifications & Experience

4LEAF, Inc. (4LEAF) is a California "C" Corporation that was established in 1999 and incorporated in 2001. Our extensive team of engineers and managers are fully equipped with training and experience that help inform the plan review, project inspection, and on-call inspection services they provide to municipal Building and Public Works Departments. Our goal is to set the industry standard for excellent customer service, and we have grown to **more than 300 personnel (including more than 175 Building Inspectors)** throughout California, Washington, Nevada, and New England.

Principal/Management Team:

President: Kevin Duggan

(P) – (925) 462-5959 (E) – kduggan@4leafinc.com

Vice President: Bert Gross, P.E.

(P) – (916) 965-0010 (E) – bgross@4leafinc.com

Vice President: Gene Barry, P.E.

(P) – (925) 462-5959 (E) – gbarry@4leafinc.com

Director: Craig Tole

(C) – (925) 580-4055 (E) – ctole@4leafinc.com

Bay Area - Corporate Office

2126 Rheem Drive
Pleasanton, CA 94588

Sacramento Office

8896 North Winding Way
Fair Oaks, CA 95628

Southern California Area Office

5140 Birch Street, Second Floor
Newport Beach, CA 92660

Washington Office

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

New England Office

132 Central St., STE 210
Foxboro, MA 02035

4LEAF Consulting, LLC

125 E. Reno Ave. Suite 3
Las Vegas, NV 89119

4LEAF maintains the ***largest database of qualified personnel of varied qualifications.***

<i>Title</i>	<i># of Staff</i>	<i>Title</i>	<i># of Staff</i>
ICC Certified Plans Examiners	40+	ICC Certified Inspectors & Inspectors of Record	175+
ICC Certified Building Officials	18	Registered Architects	3
Registered Engineers (PE, SE)	20	ICC Permit Technicians	29
Code Enforcement Staff (PC832)	12	CASp	9
Construction Managers/Inspectors	40+	Fire Plan Check and Inspection	17

4LEAF has a proven track record of reviewing and inspecting projects of all sizes and complexities including:

- High-Profile Type B Commercial Construction
- City/County-Owned Facilities
- Large Campuses
- Fire Recovery Services
- Stadiums/Arenas
- Commercial Office Parks
- Detention/Criminal Justice Facilities
- Essential Service Facilities
- Laboratories
- Military Projects

- Refinery Facilities
- Site Work
- Waterfront
- Multi-Family Projects
- Health Care Facilities
- Transportation Facilities
- Commercial Shopping Centers
- Marijuana Facilities
- Large-Scale Residential / Master Planned
- Power & Energy



As an experienced firm, 4LEAF has approaches to working with clients that differ from those you might encounter with a large corporation. ***The 4LEAF philosophy is to be the best firm by providing our clients with outstanding customer service and first-rate plan review and inspection services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become the industry leader in providing Building Department Services to both public and private clients throughout California.***

4LEAF has provided plan review and inspection services for numerous projects including marijuana facilities office campuses, parking garages, transportation facilities, city/county-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties and tenant improvements.

4LEAF’s staff has a depth of experience in working with all types of building structures and has performed inspection and plan review services on more than \$25 billion dollars in construction during the past 20 years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings as well worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff have performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

Basic Services Provided by Firm

Building Department Services	Fire Prevention Services	Construction Management & Public Works Inspection
<ul style="list-style-type: none"> • Jurisdictional Inspectors <ul style="list-style-type: none"> ❖ Residential & Commercial • OSHPD/DSA Inspectors of Record • ICC Certified Plan Review • California Certified Accessibility Specialists (Inspection & Review) • Leed Accredited Professionals • ICC Certified Building Officials • Complete Building Department Services • In House & Off-Site Plan Review • Property Condition Surveys • Fire Recovery Program Services 	<ul style="list-style-type: none"> • Annual Business Inspections • Fire Reviews • ICC Certified and State Fire Marshal Staff • Complete Fire Prevention Services • In House Plan Review • Offsite Plan Review • Code and Standards • Community Public Education and Safety Training 	<ul style="list-style-type: none"> • Construction Management Plans • Constructability and Baseline Reviews • Contractor Compliance • Stakeholder Coordination • Submittals & RFI’s Review Performing Claims Analysis • Construction Inspections • Process Change Orders • Review Contractor Pay Estimates • Construction Monitoring & Reporting • Well/Septic • Wastewater Treatment Plant • Civil Plan Review

Firm’s Financial Stability

4LEAF is a financially stable company and many of our contracts are multi-year, which provides a large base for stability, a significant backlog of funding, and the support for many in-house resources. **During the past 20 years, 4LEAF’s reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new areas.** We presently have seven offices located throughout California, Nevada, Washington, and New England. We have a staff of more than 300 certified and employees available to serve our clients and ensure that any needs are met with friendly, accommodating, and experienced assistance.



Plan Review

4LEAF plan reviews approximately 10,000 plans each year and has the depth of experience in providing consultant services on a variety of projects. Our project history includes City/County owned properties, laboratories, military projects, transportation projects, office buildings, criminal justice facilities, health care facilities, and high-profile Type B commercial construction projects. Our project history includes:

- Wynn Casino, Everett, MA – (\$2.6 Billion)
- County of San Mateo – Project Development Unit (\$1 Billion)
- City of Cupertino – Main Street Cupertino (\$300 Million)
- Administrative Office of the Courts – (\$200 Million)
- University of California Davis Projects (\$175 Million)
- City of Cupertino – Apple Campus 2 Parking Garages (\$130 Million)
- City of Palo Alto – VMware (\$125 Million)
- City of Livermore – Fire/Building Reviews for Paragon Outlet Mall – Phases 1 & 2 (\$100 Million)
- County of Stanislaus – County Jail Buildings 1, 2, and 3 (\$90 Million)
- County of Calaveras – Adult Detention Facility and Administration Building (\$68 Million)
- City of Winters – PG&E Gas Operations Training Facility (\$65 Million)
- City of East Palo Alto – University Plaza (\$65 Million)
- City of Pleasanton – Clorox Campus (\$60 Million)
- City of Palo Alto – College Terrace (\$50 Million)
- City of Dublin – Ross Headquarters (\$50 Million)
- Tuolumne County – Juvenile Detention Center (\$35 Million)
- City of Palo Alto – Stanford Hospital Parking Garage and Visitors Center (\$32 Million)
- City of Monterey – Conference Center Renovation (\$25 Million)

Project Inspection

4LEAF is California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Apple Campus 2 (\$6 Billion)
- VMware (\$1.3 Billion)
- County of San Mateo – PDU (\$1 Billion)
- San Jose State (\$600 Million)
- Taube-Koret CJL (\$350 Million)
- California Dept. of Parks and Recreation (DPR) (\$250 Million)
- CalPoly YakPityntyu Student Housing (\$200 Million)
- St. Joseph's Hospital, Stockton, CA (\$120 Million)
- BART Dublin Station, Dublin, CA (\$116 Million)
- Lawrence Berkeley National Lab CRTF (\$115 Million)
- Los Angeles Downtown Park (\$100 Million)
- Stockton Ball Park and Arena (\$100 Million)
- Calaveras County Jail (\$68 Million)

Public Works Projects

- Apple Campus 2 (\$6 Billion)
- Clark County I-215 Interchange (\$50 Million)
- Amtrak Extension, Sac RT (\$40 Million)
- America's Cup Marina (\$25 Million)
- Richmond Field Station (\$25 Million)
- City of Pacifica EQ Basin (\$17 Million)
- Yosemite Slough, Candlestick Pt. (\$14 Million)
- PG&E Gas Pipeline Replacement (\$10 Million)
- Downtown Burlingame Utilities (\$8 Million)
- W. Sacramento Capitol Ave (\$7 Million)
- W. Sacramento Tower Bridge (\$6 Million)
- Auburn Blvd, Citrus Heights (\$5 Million)
- City of Cotati Train Depot (\$1.7 Million)



Plan Review Services

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. ***Types of projects we provide these services for include; Single-Family Dwellings, Multi-Family Dwelling Units, Commercial, and Industrial.***

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City of Sand City to work on-site performing structural plan review and non-structural reviews at the Jurisdiction’s discretion. 4LEAF currently performs this service for several different jurisdictions throughout California.

County of Sonoma
City of Palo Alto
City of Livermore
City of Pleasanton
Livermore/Pleasanton Fire Dept. (LFPD)
City of Roseville
Menlo Park Fire Protection District

City of Pacific Grove
County of San Joaquin
Town of Paradise
City of Hollister
City of Gilroy
City of Sacramento
County of San Benito

Off-Site Review Work Plan

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

Approach

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

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



4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Sand City to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Sand City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Sand City or as directed by the City of Sand City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Sand City processing requirements and return them to the City, along with our letter of completion.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Resubmittal Review	2 nd Resubmittal Review	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

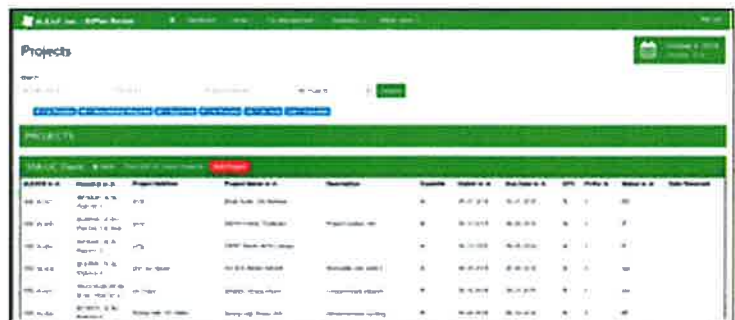
**Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.*

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for “pick-up” to pickup@4leafinc.com.

Document Control & Electronic Plan Review

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed EZPlan Review portal which tracks initial and subsequent reviews and is open for view by the customer. The City and their customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.

Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and County amendments. Code review methodology entails





“The Effective Use of the CBC” reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the pre-designated contacts.

4LEAF’s EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the plan review process.

Electronic Plan Review

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



Additional Technologies

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



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the County. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp)

4LEAF has nine Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice.



CASp Inspector	Certification No.	Expiration
Sarah Deyhimi, P.E.	CASp-876	03/13/2022
Jerry Thome	CASp-104	09/14/2021
Mike Anderson, P.E.	CASp-328	09/22/2021
Peter Oliver	CASp-818	04/11/2021
David Rashé, CBO	CASp-213	06/23/2021
Scott Wungluck	CASp-560	04/29/2023
Brent Hipsher, CBO	CASp-422	04/12/2021
William Holl, AIA	CASp-509	12/6/2021
Edward Fang, P.E.	CASp-227	6/24/2024



Inspection Services

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day.**

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 140 municipalities.

Building Department Staffing Sheet

Monthly Inspection Assignment Schedule	Brentwood	Burien	Calaver	Camp	Col Poly	Crt Mac	Cup	Dublin	EPA	Fremont	Folsom	Galt	Glory	Hayward	Hickory	Holister	Kent	Lafreep	Liv	Liver	Mendoc	Mesa P	Mono Fire	Modesto	Yuba
3-Oct	ME/W	R52			RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			8	JD	BA	TS/L			EC			R5T
1-Oct	ME/W	R52			RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			8	JD	BA	IL	GM		EC	SB		R5T
4-Oct	ME/W	R52			RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			8	JD	BA	TS/L			EC	SB		R5T
5-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	IL			EC	SB		R5T
6-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
7-Oct	ME	R52	BL	TN	RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
8-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
10-Oct	ME/W	R52	BL	TN	RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			6	JD	BA	IL	GM		EC	SB		R5T
11-Oct	ME/W	R52	BL	TN	RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7.5	JD	BA	TS/L			EC	SB	R5T	IT
12-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	IL			EC	SB		R5T
13-Oct	ME/W	R52	BL	TN	RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
14-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
17-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	IL	GM		EC	SB		R5T
18-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
19-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
20-Oct	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
21-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
22-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
23-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
24-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
25-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
26-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
27-Oct	ME	R52	BL		RS/HC	FM				ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
30-Oct	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
31-Oct	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	IL	GM		EC	SB		R5T
1-Nov	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
2-Nov	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T
3-Nov	ME	R52	BL		RS/HC	FM	GC			ME27N/RM	ID/CN/L	GO	DH/CP			7	JD	BA	TS/L			EC	SB		R5T

Inspection Options

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City of Sand City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout the Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and Central Valley.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).



On Call Building Department Staff Services

4LEAF has a proven record of accomplishment of providing Permit Technician/Counter staff to jurisdictions. The 4LEAF pool of talented professionals includes qualified and experienced permit technicians capable of providing all permit processing and counter services. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter.

Typical duties include:

- Accepting Plans for Plan Check
- Verification that Plans are accurate and complete
- Calculate Permit Fees
- Explain ordinances and procedures to owners, contractors, developers, architects, and general public
- Assist with preparation of permit applications
- Receive Plans for Planning and Building permits and route to various agencies (if requested)
- Accept complaints on code violations, process, and record complaints
- Answer telephone for field and office staff
- Process inspection requests
- Maintain files for building permits
- Operate Building Department’s computerized information system
- Input variety of information including building permits and inspections
- Complete related duties and responsibilities as assigned by Building Official and Senior staff members

4LEAF has numerous of Permit/Counter Technicians on staff, many whom are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job.

Building Department Services Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	Less Than 2 Days	Less Than 5 Days
Assistant Permit Technician/ Counter Staff	Less Than 2 Days	Less Than 5 Days
Building Official	Less Than 2 Days	Less Than 15 Days

Public Works Inspection Services

In addition to building inspection, 4LEAF *has an experienced staff that provides public works inspection*. Our team has supported numerous projects for on-call construction management and inspection services contracts for clients such as the California Department of Parks and Recreation and numerous local municipalities. Our many public works projects include light-rail extension projects, water/sewer systems, roadways, and bridges. Our team of qualified public works inspectors is available should you have needs in this area.

**AGENDA ITEM
7C.**

**Discussion and Consideration of Upcoming
2020 Sand City Events**

CONFIRMATION OF FUTURE DATES FOR 2020 SAND CITY EVENTS

Tree Lighting Ceremony

Friday, December 4, 2020

Annual Awards Banquet

Friday, December 18, 2020

**AGENDA ITEM
7D.**

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

**AGENDA ITEM
7E.**

Upcoming Meetings and Events