

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, JUNE 19, 2018

5:30 P.M.

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

Regular Meeting – June 19, 2018
5:30 P.M.

CITY COUNCIL CHAMBERS
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

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

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

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

6. **CONSENT CALENDAR**

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

- A. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits.
- 1) CUP #337, Hartzel Automotive (automotive), 510 A California Avenue
 - 2) CUP #419, Carmel Tile Company (showroom and storage), 1725 C Contra Costa Street
 - 3) CUP #563, Crema Creative Media (studio), 613 B Ortiz Avenue
 - 4) CUP #583 and CDP #14-03, Wild Thyme (manufacturing), 1 John Street
 - 5) CUP #593, Fisk Paints (retail), 465 C Olympia Avenue

- 6) CUP #614, Alternator and Starter Exchange (manufacturing), 329 Olympia Avenue
- 7) CUP #615, California Premier Restoration (manufacturing), 495 B Elder Avenue
- 8) CUP #616, Aaron Valdez (manufacturing), 352 B Orange Avenue
- 9) CDP #97-05, Monterey Bay Restaurant Equipment (retail/ wholesale), 325 Elder Avenue

- B. Acceptance of Police Department Monthly Activity Report, May 2018
- C. Acceptance of Public Works Monthly Report, May 2018
- D. Consideration of City RESOLUTION Authorizing a Contract and/or service Agreement with Fehr Engineering Company, Inc. to Provide Electrical Engineering Design and Construction Support Services for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an Amount not to Exceed \$24,750.
- E. Consideration of City RESOLUTION Authorizing a Time Extension of the Building Inspection and Plan Check Services Agreement with the City of Monterey to June 30, 2019
- F. Consideration of City RESOLUTION Authorizing the Monterey County Health Department to Apply for State Block Grant Funding on Behalf of Sand City towards the Countywide Used Oil Recycling Program

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PUBLIC HEARING

- A. Consideration of City RESOLUTION Budget Amendment #1 for Fiscal Year 2017-2018
- B. Consideration of Proposed City Budget for Fiscal Year 2018-2019 and Appropriations Limit for Fiscal Year 2018-2019
 - 1) Consideration of City RESOLUTION Adopting the Proposed City Budget for Fiscal Year 2018-2019
 - 2) Approval of City RESOLUTION Establishing and Appropriations Limit for Fiscal Year 2018-2019 pursuant to Article XIII B of the California Constitution

9. OLD BUSINESS

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

10. NEW BUSINESS

- A. Consideration of City RESOLUTION Authorizing a Contract with Michael McCarthy for Human Resources Management Services
- B. Consideration of Cancelling Future City Council meeting

PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for July 3, 2018 to minimize conflict with the Independence Day closure of City Hall, July 4, 2018

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

11. CLOSED SESSION

- A. City Council/Agency Board to adjourn to Closed Session:
 - 1) To confer with Legal Counsel regarding pending litigation in accordance with Section 55956.9
 - i. Conference with City Negotiators Gov. Code section 54957.6. Agency designated representative: Mike McCarthy; Employee Organization: Sand City Police Officers Associations (POA).
 - ii. Conference with City Negotiators Gov. Code section 54957.6. Agency designated representative: Mike McCarthy; RE: Sand City Miscellaneous Employees.
- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act

12. ADJOURNMENT

<p style="text-align: center;">Next Scheduled Council Meeting: Tuesday, July 3, 2018 or Tuesday, July 17, 2018 5:30 P.M. Sand City Council Chambers 1 Pendergrass Way, Sand City</p>
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This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.

**Sand City Council Agenda
06.19.18 Council Meeting**

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 210, 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

6B

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 1-Jun-18

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF MAY 2018

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

CRIMINAL OFFENSES REPORTED

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	2	3
Assault/Battery	3	0	5	5
Battery (spousal)	0	0	0	1
Burglary (commercial)	0	1	2	9
Burglary (residential)	0	0	1	1
Burglary (vehicle)	0	0	0	0
Theft (petty)	6	8	42	63
Theft (grand)	0	0	1	1
Theft (vehicle)	0	3	7	1
Vandalism	2	5	11	9
Arson	0	0	0	0
Forgery/Counterfiting	0	0	2	1
Fraud/Embezzlement	2	0	11	24
Health&Saftey code	9	10	48	110
Business&Professions Vio	0	1	3	3
TOTAL	22	28	135	231

ARREST

Adult Felony	8	6	25	26
Adult Misdemeanor	29	34	127	108
Juvenile Felony	0	0	0	0
Juvenile Misdemeanor	0	0	1	5
Warrants	16	19	76	196
Drunk Driving	0	2	3	0
TOTAL	53	61	232	335

44-007
6-6-18

	THIS MONTH	LAST MONTH	YEAR TO DATE	LAST YEAR TO DATE
CITATIONS				
Traffic Violations	23	15	70	97
Parking Violations	23	28	104	252
Sand City Muni Code	0	0	0	8
Warrants	10	10	52	139
TOTAL	56	53	226	496

TRAFFIC ACCIDENTS				
Non- Injury	6	2	21	18
Injury	2	0	2	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	0
TOTAL	8	2	23	18

MISCELLANEOUS CALLS FOR SERVICE				
Accident (ACN/No Report)	6	2	16	12
Commerical Alarm (ALC)	6	12	38	36
Fire Alarm (ALF)	0	0	0	3
Residential Alarm (ALR)	0	0	0	0
Animal Call (ANX)	2	4	12	21
Agency Assist (ASP)	4	7	28	40
Vehicle (CHP180)	0	0	0	1
Civil (CIVIL)	3	5	15	20
Fire (FIRE)	1	0	1	0
Gang (GANG)	0	0	0	1
Informational (INFO)	81	86	428	288
Medical (MEDI)	5	1	22	27
Security Check (SEC)	0	1	0	2
Suspicious Cir. (SUSP)	8	17	52	69
Welfare Check (WLF)	7	5	42	51
TOTAL	123	140	654	571

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	51	61	283	569
Officer Initiated	70	76	350	304
TOTAL	121	137	633	873

AGENDA ITEM

6C

Public Works
Monthly Activity Report
May 2018

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

Routine Public Works Functions:

- Clean City Hall offices, Police Department, kitchen and bathrooms.
- Check city for any needed repairs.
- Blow leaves and debris from City Hall and Park. Keep park bathroom clean.
- Remove weeds around City Hall and Park.
- Supervise Hope Crew to maintain city streets.
- City vehicle maintenance. (Gassing up city vehicles, washed, and frequent oil changes)
- Water plants inside City Hall.
- Pick up fruit and bagels daily for City Hall.
- Set up Council Chambers for meetings.
- Check the city for homeless encampments and loose shopping carts.
- Fill out Daily reports and a monthly report.
- Open and lock up the corporation yard at the end of the day and turn on the back porch light.
- Better Management Practices. (keeping our eyes open for illicit discharges or any waste going into the storm drains)
- Blowing the bike paths and emptying the trash cans citywide.
- Take the truck to the dump with citywide trash and street spoils.
- Water the trees citywide.
- Send the well readings to the City Engineer.
- Clean the city streets with the street sweeper, fill tanks with gas, diesel, and water, clean out the hopper, wash the outside after every use, and take all the spoils to the dump.

Special Public Works Functions:

- Took the SUV and Camry to be washed at Del Rey Car Wash and gassed up.

- Cleaned up homeless trash on the Dunes off of Tioga and Sand Dunes.
- Used the backhoe to clear the upper ridge bike path and topped it off with diesel.
- Loaded debris in the back of the dump truck with the backhoe, took it to the dump, and gassed up the dump truck.
- Received the shipment of the message board.
- Started on the Stormwater Quarterly report.
- Used the Power broom on the upper ridge bike path.
- Cleaned up a homeless camp between Tioga and West Bay St. and emptied the trash citywide.
- Removed a myoporum tree across from City Hall and loaded it in the back of the dump truck.
- Planted (24) 1 gallon plants, (6) 5 gallon plants, (3) 5 gallon trees, along with 42 fertilizer tablets around the City Hall landscape.
- Tarpred the dump truck and took it to the dump.
- Did the Costco shopping, put all the stuff away, and set up the council chambers for a meeting.
- Pulled weeds out of the tree wells along Contra Costa, Ortiz, and California.
- Cleaned up weeds and ice plant next to the City Hall conex's.
- Purchased new lights for the Police Department locker room and installed them.
- Emptied the trash citywide and checked the mutt mitt dispensers.
- Watered all the plants citywide (800 gallons) in the bulb outs along with the plants inside City Hall.
- Put together the message board at the corporation yard and contacted the company for the key.
- Brought the dump truck to Monterey Tire to remove a nail.
- Emptied the trash citywide and filled the mutt mitt dispensers.
- Shoveled sand out of the curb line along Sand Dunes Dr., West Bay St., Tioga, and California.
- Pulled weeds around the City Hall landscape and along California.
- Went over the city bbq list and got prices on lemonade and water at Smart & Final.
- Cleaned up homeless trash on the corner of Contra Costa near Del Monte.
- Loaded all the steel in the back of the utility truck for a shooting at Laguna Seca.
- Did research on bushes for replacing trees near J & D on Orange.
- Took all the steel targets to Laguna Seca for the Police Department.
- Pulled weeds along Hickory, Contra Costa, Bay Ave., and the Contra Costa mural.
- Picked up the gallon waters along with the pink lemonade from Smart & Final for the city bbq and put them in the council chambers.

- Went to American Supply to order cases of mutt mitts.
- Got the street sweeper ready.
- Picked up mutt mitts from American Supply and put them away at the corporation yard.
- Laid down weed block around the new city hall landscape along Pendergrass Way.
- Cut all the dead ice plant behind Monterey Bay Restaurant Equipment.
- Went to Costco to do the City Hall shopping and put everything away.
- Had a city bbq meeting in the council chambers.
- Washed the 4 door Chevy.
- Emptied the trash citywide.
- Watered all the plants in the bulb outs citywide (800 gallons).
- Cleaned out bulb outs along Contra Costa that had leaves and twigs.
- Cut ice plant behind Monterey Bay Restaurant equipment, removed loads with the backhoe and stock piled it in a containment bin at the Corporation yard.
- Pulled weeds and cut myoporums at the corporation yard.
- Picked up 6 yards of medium bark from Del Rey Gardens and spread it around the fresh landscaped area at Calabrese Park along with bulb outs citywide.
- Brought city bbq invitations to the Hope crew supervisor to give to the family members of the Hope crew who will be recognized for years of service.
- Pulled out dead ice plant around Calabrese Park, loaded the front of the backhoe with wheelbarrow loads and loaded the dump truck.
- Emptied the trash citywide.
- Set up 5 canopies for the city bbq at City Hall.
- Picked up 2 knives and 2 cake servers at Monterey Restaurant Equipment.
- Took the dump truck to the dump.
- Got the street sweeper ready.
- Placed out barricades along Pendergrass Way for the city bbq.
- Loaded the dump truck twice with ice plant and dirt from behind Monterey Restaurant and took it to the dump.
- Brought mats for the bounce houses to city hall's conex.
- Brought 2 umbrellas and stands, 3 drink containers, cups, forks, spoons, napkins, plates, chalk, table clips, red storage bin, food signs, and a canopy for the cake to the council chambers for the city bbq.
- Did the Costco shopping and put everything away.
- Picked up ice from Smart & Final and put it in the freezer for the city bbq.
- Set up everything for the city bbq and cleaned up after.
- Painted out graffiti on the upper ridge bike path.

- Placed out barricades for SWIMS in the shopping centers with No Parking Tow Away Signs.
- Raised all the flags citywide and replaced all the flags at City Hall and brought the old ones to American Legion.
- Brought unit 93 in for service at Cypress Coast Ford.
- Picked up all the barricades at the shopping centers after SWIMS completed their work and put them away.
- Brought a load of spoils to the dump.
- Painted out graffiti along Redwood and the upper ridge bike path. Removed stickers off of Danger signs off the bike path.
- Did the Costco shopping and put everything away.
- Finished cutting down the tree in the sidewalk near the Mayor's house.
- Put down a Stop stencil on California near Holly.
- Removed larger weeds out of the sidewalks citywide.
- Watered all the trees and plants in the bulb outs citywide (800 gallons).
- Picked up unit 93 from Cypress Ford, dropped off unit 92 for oil change, and picked it up when it was done.
- Weed eated the corner of Contra Costa and Olympia.
- Used the Powerbroom on the upper ridge bike path.
- Sprayed 6 gallons of Roundup along California and Tioga.
- Painted out graffiti along the upper ridge bike path on the underpass, light bollards, garbage can, and electrical boxes and along Redwood on the retaining wall.
- Counted all the t-shirts for the West End event and emailed Steve the numbers.
- Brought unit 90 to Cypress Ford for an oil change and picked it up after it was complete.
- Cut down 2 dead cypress trees along California, loaded the dump truck, and took it to the dump.
- Gassed up the dump truck and filled a mix can.
- Went to Smart & Final to pick up supplies for City Hall.
- Did the Costco shopping and put everything away.
- Spot sprayed 3 gallons of Roundup for weeds in sidewalk cracks along California, Holly, Redwood, Contra Costa and Catalina

Safety/Training Meetings:

- 5-11-2018 OSHA: Whistleblower Protection
- 5-17-2018 Ladder Safety
- 5-24-2018 High Visibility Garments
- 5-31-2018 Hand Tool Safety

AGENDA ITEM

6D

STAFF REPORT

DATE: June 13, 2018
(For City Council Action on June 19, 2018)

TO: City Council Members
Mayor Mary Ann Carbone
Todd Bodem, City Administrator

FROM: Leon Gomez, P.E., City Engineer

SUBJECT: Recommendation to Approve a Professional Service Agreement (PSA) with Fehr Engineering Company, Inc. to Provide Electrical Engineering Services to Support the Sand City Water Supply Project New Intake Wells Project

BACKGROUND

The California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines.

The existing four intake wells pump brackish groundwater from a portion of the aquifer known as the Aromas Sand Formation (ASF), a groundwater formation that lies within the Coastal Subarea of the Seaside Groundwater Basin (SGB). Wells #1 and #2 are located along Vista Del Mar at the end of West Bay Street and wells #4 and #5 are located along Tioga Avenue. Well #3 was abandoned shortly after construction due to the presence of high salinity water that rendered it unsuitable for use in the project.

The concept of the SCWSP is to utilize brackish water derived from wells located in beach sediments within a portion of the ASF. The existing intake wells were set back from the coast at a location where fresh ground water, which naturally discharges to the ocean, mixes with seawater in the subsurface, thereby creating a "seawater wedge". As such, the feed water would be less saline than seawater, and after processing through the desal plant, the discharged concentrate water would have a salinity approximately equal to that of seawater. This concentrate could then be discharged without impacting resources of the Monterey Bay National Marine Sanctuary (MBNMS). The seawater wedge is the result of the differences in density between seawater and fresh water. Fresh water essentially "floats" on the seawater within the aquifer. In addition, due to the adjudication of the SGB, the City of Sand City is limited to produce only from the ASF.

The desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement. The desal plant was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer. However, since the SCWSP began operation in 2010, many factors have affected the operation of the desal plant including; several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells. The increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish water discharge due to permit limitations, has prevented the desal plant from producing to its

design capacity of 300 AFY;

In order to address the lack of production, in February 2014 the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six additional intake wells within existing road rights-of-way to attain increased flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY. In March 2014, the CCC responded to the City's application for an immaterial amendment with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including; permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project.

In response to the notice of incomplete application, the City worked with Cal-Am and its hydrogeologic consultant, Hydrometrics WRI, to perform updated hydrogeologic modeling in order to satisfy the CCC's request for additional information and to determine preliminary locations of the new intake wells. The City also worked with EMC to perform updated biological surveys for the project area. In September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested.

In February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility". However, the new CDP cannot be issued until several "prior to issuance" Special Conditions are satisfied by the City. Many of these special conditions require technical assistance from outside consultants. In addition, the City's intent at this time is a "phased" approach, whereby three wells are to be constructed now, followed by the remaining three wells at a future time. In order to move forward with the SCWSP Phase 1 new intake wells project, the City will require the assistance of Fehr Engineering Company, Inc. to provide electrical engineering services to support the project.

RECOMMENDATION

That the City Council of the City of Sand City authorizes the City Administrator to execute a professional service agreement in substantially the same form as attached to the Resolution approving said agreement, with Fehr Engineering Company, Inc. in the amount of \$18,000 for engineering and design, \$4,500 for construction support services, and \$2,250 to provide a 10% contingency, for a total not-to-exceed amount of \$24,750.

Attachments: Resolution
Exhibit A – Professional Service Agreement (PSA)
Exhibit B – Fehr Engineering's Proposal, Scope of Work, and Fee

EXHIBIT A

FEHR ENGINEERING COMPANY, INC. PROFESSIONAL SERVICE AGREEMENT

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

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____ between the City of Sand City ("CITY"), a municipal corporation and Fehr Engineering, Inc., a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on _____, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 2018 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. 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, contractor shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A.

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. CITY MANAGEMENT

City's Engineer shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. City's Engineer shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly, 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 Twenty Four Thousand Seven Hundred Fifty dollars (\$24,750.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- 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 Administrator. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Administrator and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Administrator may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed five-thousand dollars (\$5,000.00). 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. 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 therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. 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. 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, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Engineer or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

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.

- 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 prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY 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 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 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.

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. In the event of any dispute between CONSULTANT and

CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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. 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, 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, 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 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

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.

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 Engineer 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.

Note: The following paragraph is only to be used when the CITY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the CITY is funding a similar development-type study.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this AGREEMENT.

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: City Clerk

To CONSULTANT: Fehr Engineering Inc.
9057B Soquel Drive, Suite G
Aptos, CA 95003
Attn: Tom Pinkerton

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. Tom Pinkerton may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Tom Pinkerton from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. 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 retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant 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 sub-consultant 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 shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

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.

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. WORK SCHEDULED/TIME OF COMPLETION

Note: This section is optional and should be included only when the project is particularly time-sensitive.

CITY and CONSULTANT agree that time is of the essence in this AGREEMENT. CITY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. CITY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, CITY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

~~XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL~~

~~CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.~~

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.

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

Todd Bodem, City Administrator

ATTEST:

Linda Scholink, Director of Administrative Services/City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Consultant's Proposal Tasks to Be Performed
	Exhibit B	Payment Schedule Consultant's Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
_____	Exhibit E	Consultant's Proposal

EXHIBIT A

CONSULTANT'S PROPOSAL

TASKS TO BE PERFORMED

[insert tasks; schedule of performance; equipment and facilities City will provide if any]

EXHIBIT B
CONSULTANT'S FEE SCHEDULE
PAYMENT 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.

Note: Verify minimum limit for each coverage with City Administrator.

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.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

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 Administrator.

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.

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT E

CONSULTANT'S PROPOSAL

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT (PSA) WITH FEHR ENGINEERING COMPANY, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES TO SUPPORT THE CITY OF SAND CITY WATER SUPPLY PROJECT PHASE 1 NEW INTAKE WELLS PROJECT IN AN AMOUNT NOT-TO-EXCEED \$24,750

WHEREAS, the California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines; and

WHEREAS, the SCWSP was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer, and the desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement; and

WHEREAS, the SCWSP began operation in April 2010 and since that time, many factors have affected the operation of the desal plant including, several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells; and

WHEREAS, the increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish water discharge has prevented the desal plant from producing to its design capacity of 300 AFY; and

WHEREAS, in February 2014, the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six (6) additional intake wells within existing road rights-of-way to attain increase flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY of potable water; and

WHEREAS, in March 2014, the CCC responded to the City's application for an immaterial amendment to the CDP with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project; and

WHEREAS, in September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested; and

WHEREAS, in February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility", once the applicant (Sand City) has fulfilled several "prior to issuance" Special Conditions; and

WHEREAS, Fehr Engineering Company, Inc. (FECI), a local electrical engineering consulting

firm, is qualified to provide electrical engineering services to support the Phase 1 New Wells Project; and

WHEREAS, FECEI's proposal for electrical engineering services, attached as Exhibit B, describes the scope of work and tasks necessary to support the Phase 1 New Wells Project; and

WHEREAS, the cost proposed for engineering and design services of \$18,000 and the estimated cost for construction support services of \$4,500, plus a 10% contingency of \$2,250, for a total contract amount not-to-exceed \$24,750, is hereby accepted and approved and shall not exceed this amount unless and until written authorization is provided by the City Administrator; and

WHEREAS, FECEI's proposal for electrical engineering services (Exhibit "B") is hereby accepted and approved, and the City Administrator is hereby authorized to execute a Professional Service Agreement in substantially the same form as shown on Exhibit "A", and

WHEREAS, it is anticipated that all services under this agreement will be completed by December 2018.

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

1. FECEI's Professional Service Agreement attached as Exhibit "A", and their Scope of Work and Fee Proposal, attached as Exhibit "B", are accepted and approved.
2. The City Administrator is directed and authorized to execute the Professional Service Agreement in substantially the same form as shown on the attached documents.
3. FECEI will maintain a current Sand City Business License throughout the term of the Contract.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT B

FEHR ENGINEERING COMPANY, INC. PROPOSAL

AGENDA ITEM

6E

CITY OF SAND CITY

STAFF REPORT

MAY 21, 2018
(For City Council Review on June 19, 2018)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

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

BACKGROUND

Since 1994, the City of Monterey has provided quality and professional building inspection and plan check services to the City of Sand City on an "as needed" basis. The current service agreement contract, entered into in 2011, is subject to annual time extensions. The latest contract extension (approved last year) expires on June 30, 2018. To continue building department services after that date, a time extension of this service agreement is necessary. The time extension, presented for Council's consideration, would commence on July 1, 2018 and expire on end of day on June 30, 2019, coinciding with the fiscal year.

DISCUSSION

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

Section 3.02 of the Service Agreement allows for time extensions of said Agreement by "...consecutive one (1) year time periods, or for shorter extension periods as agreed to by the parties,..." by written mutual agreement of both parties' City Managers that specifies the renewal and end dates. This Section of the Agreement also allows for the annual adjustment of labor rates; subject to written agreement between the City Managers of both Cities. There are several rate changes proposed by Monterey. The rate for inspections will increase to \$98 (up from \$89), plan review fees will remain at seventy-five percent (75%) of plan review fees collected by Sand City with a minimum plan check fee increasing to \$100 (up from \$93). The fee for reviewing revised plans will increase to \$98 per hour (up from \$93). It should be noted that there were no rate increases last year.

Finally, the City of Monterey asked that the following term be added to the service agreement:

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

Staff concurs, as larger development projects, such as The Independent (formerly "The Design Center at 600 Ortiz Ave), Monterey Bay Shores (pending plan check submissions), and South of Tioga (pending City action), inherently require increased plan check and on-site inspections not necessarily covered by the standard fee schedule formulas. In order to avoid time delays in plan check processing, staff will have to coordinate pre-application meetings between Sand City, Monterey, and potential developers to resolve the fees prior to application submission.

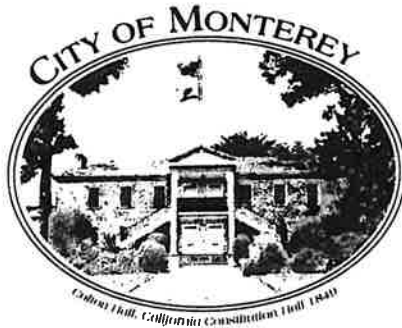
Staff did meet with Monterey officials earlier this year to discuss other amendments to the contract that would 1) address larger projects and 2) designating the director of Monterey's Building Department as Sand City's designated "Building Official". However, management at Monterey proposed keeping the original contract with the minor changes outlined in this report. The Sand City Community Development Director will remain the City's "Building Official". A "Building Official" is the individual who has last determination on interpretation of the building codes as they relate to any project.

RECOMMENDATION

Staff recommends **APPROVAL** of the draft Resolution (see Attachment) authorizing a time extension and rate amendments of the Service Agreement with the City of Monterey for Building Department plans examination and inspection services, commencing on July 1, 2018, and ending on June 30, 2019 to coincide with the 2018-19 Fiscal Year.

Attachments:

1. City of Monterey Correspondence for contract renewal and amendments
2. Draft Resolution authorizing a time extension of the Service Agreement to June 30, 2019, with a copy of the 2011 Service Agreement attached as "Resolution Exhibit A" and the 2018 agreement amendment(s) as "Resolution Exhibit B".



ATTACHMENT 1

May 22, 2018

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

RE: 3rd Amendment to Contract for Building and Plan Review Services

Dear Mr. Bodem:

Enclosed please find 3rd Amendment to Contract for Building and Plan Review Services between the City of Monterey and City of Sand City.

Please sign where indicated, and return originals to:

City of Monterey
Permit and Inspection Services division
Attn: Lisa Feliciano
City Hall
Monterey, CA 93940

Upon receipt of the signed Amendments we will obtain the City Manager's signature and forward a fully executed copy to the City of Sand City.

Should you have any questions concerning this matter, please contact our office at 831-646-3891.

Sincerely,

John D. Kuehl
Chief of Inspection Services/Building Official

Lisa J. Feliciano
Administrative Assistant, II

JDK:lf

enc: 3rd Amendment to Contract for Building and Plan Review Services
(2 copies)

00-042

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING
A TIME EXTENSION OF THE BUILDING INSPECTION AND PLAN CHECK
SERVICES AGREEMENT WITH THE CITY OF MONTEREY TO JUNE 30, 2019**

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

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

WHEREAS, the service agreement adopted in 2011 by both the City of Sand City and the City of Monterey for plan check and inspection services (the "Service Agreement"), attached hereto and incorporated herein as "Resolution Exhibit A", will expire, following it's last extension, on June 30, 2018; whereby continuation of those services thereafter requires a time extension of said Service Agreement; and

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

WHEREAS, the City has chosen to extend the Service Agreement to (and include) June 30, 2019, coinciding with the 2018-2019 fiscal year.

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

1. The City of Monterey is hereby selected to continue serving as Sand City's building inspection and plan check provider in accordance with the Service Agreement terms attached hereto and incorporated herein as "Resolution Exhibit A" and the amendment terms of said Service Agreement as outlined in "Resolution Exhibit B", with key points of that Service Agreement reiterated or amended as follows:
 - A. Plan check service will be provided on an as-needed basis and charged to the City of Sand City at seventy-five percent (75%) of the building permit plan check fees collected for the applicable project.
 - B. The hourly rate for administrative services and building inspections (building-related services exclusive of plan checks) will increase to ninety-eight (\$98) per hour (this includes vehicle costs). The minimum plan check fee shall increase to one-hundred (\$100) and plan revision fees shall increase to ninety-eight (\$98) per hour. All fees payable to the City of Monterey.
 - C. The City of Monterey will work with Sand City staff and permit applicants to coordinate and schedule inspection times as conveniently as possible.

- D. The City of Monterey will work with Sand City staff to organize the City's building administration services within the City Community Development Department functions.
 - E. The City of Monterey will assist the City of Sand City in administering Housing grant related programs as may be applicable from time-to-time.
 - F. For projects with a valuation greater than one-million dollars (\$1,000,000), the building permit fee structure must be agreed upon in writing by both parties in advance of performance of any work by the City of Monterey to ensure full cost recovery for both parties.
2. The City Administrator for Sand City is hereby authorized to execute a time extension and amendments, as listed on "Resolution Exhibit B", of the Service Agreement for Building Inspection and Plan Check services with the City of Monterey to (and including) June 30, 2019.
 3. The City of Monterey services approved for/by the Service Agreement shall be under the general supervision of the Sand City City Administrator.
 4. Furthermore, it is hereby recognized and acknowledged that the individuals listed as the 'City Managers' under Paragraph 14 of the Service Agreement are no longer employed with either the City of Monterey or Sand City, and that Todd Bodem is the current City Administrator for Sand City and Hans Uslar is the current acting City Manager for the City of Monterey.

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

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

ATTEST:

 Mary Ann Carbone, Mayor

 Linda K. Scholink, City Clerk

RESOLUTION EXHIBIT A

AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

City of Monterey and City of Sand City

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

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

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

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

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

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.**

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

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

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

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

5. **PERFORMANCE STANDARDS.**

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

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

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

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

6. EXCLUSIONS

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

7. PAYMENT CONDITIONS.

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

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

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

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

8. TERMINATION.

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

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

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

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

9. IMMUNITY.

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

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

10. INDEMNIFICATION.

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

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

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

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

11. INSURANCE.

- 11.01 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:
- 11.02 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.
- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
 - c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.
- 11.03 All insurance required by this Agreement shall:
- a. be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other party
 - b. provide that each party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance.
 - c. subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect.

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

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

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

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

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

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MONTEREY

By: [Signature]
City Manager

Approved as to form:

[Signature]
Monterey City Attorney

CITY OF SAND CITY

By: [Signature]
City Manager

Approved as to form:

[Signature]
Monterey Risk Manager

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I City of Monterey to Provide the Following:

A. Plan Review Services:

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

B. Inspection Services:

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

C. Staff Functions to Include

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

II City of Sand City to Provide the Following:

A. Plan Review Services:

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

B. Building Inspection Services:

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

RESOLUTION EXHIBIT B



3rd AMENDMENT TO AGREEMENT BETWEEN CITY OF SAND CITY AND CITY OF MONTEREY BUILDING AND PLAN REVIEW SERVICES

The Agreement between City of Sand City and City of Monterey Building and Plan Review Services entered into on August 6, 2013, by and amended August 9, 2017, by and between City of Sand City (hereinafter "Sand City") and CITY OF MONTEREY (hereinafter "City"), is hereby amended as follows:

1. The minimum plan review fee under Exhibit A, Part II, shall be increased from \$93.00 to **\$100.00**.
2. The Revision fee under Exhibit A, Part II, shall be increased from \$93.00 to **\$98.00** per hour.
3. The Inspection fee under Exhibit A, Part II, shall be increased from \$89.00 to **\$98.00** per hour.
4. The Agreement, as amended on August 9, 2017, is hereby extended for an additional one (1) year to July 1, 2019, under Part 3 (3.02 Extensions) of this Agreement.
5. For projects that have a valuation greater than \$1,000,000, the Building permit fee structure must be agreed upon in writing in advance of performance of any work by City of Monterey to ensure full cost recovery for the parties.
6. All other terms and conditions of the Agreement shall remain unchanged.

This Amendment is entered into this ___ day of _____, 2018 in Monterey, California.

CITY OF MONTEREY

CITY OF SAND CITY

By: _____
Hans Usler, Interim City Manager

By: _____
Todd Bodem, City Administrator

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

AGENDA ITEM

6F

CITY OF SAND CITY

STAFF REPORT

JUNE 13, 2018
(For Council Meeting on June 19, 2018)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Monterey County Used Oil Recycling Program and Block Grant Application (FY 2018-19)

BACKGROUND

The Monterey County Health Department has implemented a used oil recycling program on behalf of its member cities within Monterey County since the early 1990s. The City of Sand City has been an ongoing participant of this program for the collection of used motor oil. Each year, the County applies for State grant funds to implement this oil collection/recycling program. The County typically applies on behalf of its various member cities, and pools that funding together. As Sand City does not have its own used oil collection program, it is logical to utilize and participate with the County's existing collection program. The County Health Department is requesting Sand City's authorization to apply for the next fiscal year (FY 2018-19) grant funds on behalf of Sand City to implement the program (see Attachment 1).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution, authorizing the County of Monterey to submit a grant application to the California Department of Recycling and Recovery (Cal-Recycle) for FY 2018-19 for the County's Used Oil Recycling Program on behalf of the City of Sand City.

Attachments:

- 1) County of Monterey request correspondence, dated May 24, 2018
- 2) Letter of Authorization (Draft pending Council approval)
- 3) Cal-Recycle FY 2016-2017 Annual Report Summary
- 4) Draft Resolution authorizing Monterey County Health to apply on behalf of Sand City for FY 2018-2019 (Cycle 9).



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

May 24, 2018

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

Dear Mr. Bodem:

Each year the Monterey County Environmental Health Bureau (EHB) requests a letter of authorization from the City Administrator or designee authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program (OPP) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by June 23, 2018** to ensure timely submittal to CalRecycle.

For over 15 years, the EHB has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2016-2017 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights of program activities:

- Hosted 4 used oil filter collection events around the County,
- Ran over 1400 ads in English and Spanish through various media outlets including radio, newspaper and online, and
- Through our contracted vendor Save Our Shores, hosted 12 outreach events held at local harbors targeting boaters.

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

Please contact Stephanie Luna, Recycling Coordinator at (831) 755-4540 should you need further information regarding this program.

Sincerely,

John Ramirez, REHS, MPA
Director of Environmental Health

cc: File
Enc: FY 2016-2017 Annual Report Summary
Sample Authorization Letter

ATTACHMENT 1

June 13, 2018

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

RE: Authorization letter for the Used Oil Payment Program Program 9th
Cycle - FY 2018-2019

Dear Mr. Ramirez:

The City of Sand City hereby authorizes the County of Monterey to submit a regional application to the California Department of Resources and Recovery (CalRecycle) for the Used Oil Payment Program on its behalf. City Council Resolution of authorization is attached. The County of Monterey is hereby designated as the lead agency, on behalf of the City of Sand City, for the Used Oil Payment Program; and is authorized to execute all necessary applications, documents, contracts, payment requests, agreements, and amendments hereto for the purposes specified in the grant application to implement that grant under the Used Oil Payment Program Cycle 9 (OPP9).

Sincerely,

DRAFT

Todd Bodem
City Administrator

cc. Charles Pooler, City Planner

ATTACHMENT 2

00-059



Annual Report Summary

Recipient/Jurisdiction: Monterey County

Fiscal Year: 2016-17

Status: Open

Program Advisor: Batavla, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	80,195	40,503
PHHW and ABOPS	18,325	4,863
Agricultural Collection	9,005	16,500
Residential Collection	22,115	11,490
Marinas	1,370	1,250
Oil Collection Total:	131,010	74,806

Expenditures

PAYMENT NUMBER : OPP6-15-0251

	AVAILABLE BALANCE	110,968.94
Admin Costs	Indirect/Overhead	10,088.09
	Personnel	2,623.90
CCC Compliance	CCC Compliance Personnel	55.28
Collection	Curbside Collection	6,367.09
	Permanent HouseHold Haza	11,139.81
	Temporary/Mobile	138.20
Education	Education Personnel	302.58
	Educational and promotio	2,141.53
	Other	13,837.98
	Used Oil Filter Collecti	4,655.32
Materials	Equipment	59,619.16
	REMAINING BALANCE	0.00

PAYMENT NUMBER : OPP7-16-0251

	AVAILABLE BALANCE	136,821.00
Admin Costs	Indirect/Overhead	4,396.70
	OPP Administration	2,240.15
Collection	Curbside Collection	3,381.75
	Permanent HouseHold Haza	6,427.75
Education	Filter Containers	173.31
	Newspaper Ads	7,365.12
	Radio Ads	856.00
Materials	Equipment	8,933.83
	Oil Tanks	11,138.80
	Other	3,450.25
	REMAINING BALANCE	88,457.34

ATTACHMENT 3

00 060

Program Highlights

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

The Monterey County Used Oil and Filter Recycling Program continued to encourage used oil and filter collection outreach and education. During the 2016 calendar year Monterey County Environmental Health (MCEH) hosted 4 Filter Exchange Events, placed print and radio advertisements, and ensured ample supply of oil containers and filter collection bags for the curbside program and continued to cover the cost of used oil and filter hauling for garbage and recycling haulers, agricultural and marine centers and Certified Collection Centers (CCC's).

1. Hosted 4 Used Oil Filter Collection events in the following Cities:

- o Salinas – January 30, 2016, AutoZone, 1488 N. Main St. – 5 filters exchanged
 - o Soledad – October 1, 2016, O'Reilly Auto Parts, 2233 H Dela Rosa Sr St. – 9 filters exchanged
 - o Gonzales – October 8, 2016, Auto Zone, 851-R 5th Street – 19 filters exchanged
 - o Greenfield – October 22, 2016, O'Reilly Auto Parts, 436 El Camino Real – 15 filters exchanged
- o The Monterey County Used Oil Program was able to incorporate a filter exchange event in three (3) of the south county cities community clean up events where customers were allowed to drop off clothing, reusable items, large bulky items and hazardous household waste. Customers were able to take the coupon to O'Reilly Auto Parts or Auto Zone to redeem.
- Paid for 38 advertisements in local newspapers such as King City Rustler, Monterey County Weekly, Soledad Bee and Gonzales Tribune.
- Paid for 1,461 radio ads both in Spanish and English radio; KRKC 102.1FM, iHeartMedia KDON 102.5FM and La TriColor (KLOK) promoting curbside oil collection, marine collection and agricultural collection programs. Participated in community events such as: AG Expo, Gonzales Community Clean Up, Soledad Reuse, Recycle & Clean Up Day and Greenfield Reuse, Recycle & Clean Up Day.
- Replenished inventory of oil containers
- Replenished supply of labels for oil containers

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

Overall, Monterey County used oil and filter collection data shows a slight decrease in both categories compared to 2015. This decrease could be the cause of the following:

- One collection center did not report data for 2016, but are included in the 2015 report. This includes Val Strough Honda.
 - O'Reilly Auto Parts did not report filter collection data for five (5) of their Monterey County centers.
- The total gallons of used oil collected in 2016: 131,010 gallons. This was a 2.56% decrease in used oil collection compared to the 2015 year.

In general, the total number of used oil filters collected in 2015: 74,606 filters. This was a 12.25% decrease in used oil filters compared to the 2015 calendar year.

Collection at CCC's decreased by 1.45% compared to 2015. MCEH staff called and email centers directly to obtain oil and filters collected by do-it-yourselfers. Monterey County staff will consider additional options for requesting data.

Collection at PHHW/ABOP's increased by 52.56% for used oil while collection of filters decreased by 40.12%. The increase of oil collected might be attributed to increased advertising of permanent household collection centers.

Collection at Agricultural Used Collection centers increased by 4.89% for used oil and 15.79% for filters. This increase might be attributed to high production by the Agricultural Economy. The majority of collection came from Monterey County's largest AG collection center Sturdy Oil.

Used oil collection for the Curbside Collection decreased by 28.27% and 15.47% for filter collection. The decrease could be attributed to the decrease of filter exchange events compared to 2015. Our focus will be to increase filter exchange events for promotion of the curbside collection program, as well as add additional print and radio ads to target a larger audience. Staff used the data provided by CalRecycle as well as manifest provide by Bayside Oil, our used oil hauler.

Marine

Used oil collected at marine centers decreased by 16.72% and used oil filters collected decreased by 28.57%. This decrease could be attributed to no filter exchanges being held at Marine centers during 2016. Monterey County continued to utilize Save Our Shores (SOS) who provides education to boaters; the focus during 2016 was the Dockwalker events at harbors and marinas. SOS provided the following outreach:

- March 1 – Dockwalker Event at Lake Nacimiento
- March 21 – Dockwalker Event at Monterey Harbor
- March 30 – Dockwalker Event at Lake Nacimiento
- May 2 – Dockwalker Event at Moss Landing Harbor
- May 10 – Dockwalker Event at Breakwater Cove Harbor
- May 26 – Dockwalker Event at Monterey Bay Harbor
- June 21 – Dockwalker Event at Lake Nacimiento
- June 22 – Dockwalker Event at Lake Nacimiento
- August 1 – Dockwalker Event at Lake Nacimiento
- August 2 – Dockwalker Event at Lake Nacimiento
- August 3 – Dockwalker Event at Lake Nacimiento
- September 2 – Dockwalker Event at Moss Landing Harbor

Our contract with SOS was extended for an additional year and runs until June 30, 2018.

Non-certified Centers:

No oil or filter data was collected from or reported by in 2016.

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

MCEH no longer contracted The Offset Project (TOP) to assist in used oil and filter education.

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

No programs were dropped during this reporting year.

What program or method has worked best for you?

MCEH continues to advertise both in Spanish and English using both radio and local newspaper advertisements attempting to target a larger audience. Monterey County is known for its Agricultural Economy so focusing a good portion of our outreach in the South County areas we hope to continue to draw local farmers to the Agricultural collections centers. With the increase in oil and filter data Agricultural Used Collection centers this technique seems to be beneficial. MCEH is seeking additional alternatives for advertisements for next year.

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

Not at this time.

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

During our site visits this year, we received some great feedback from CCC's receiving a decrease of orphaned oil or contaminated oil being left during closed hours. Fewer centers have expressed that they are seeing a decrease in this issue compared to 2015; no specific reason was given. There is one site located in the center of Monterey that is receiving an increase of orphaned oil despite having proper signage. We would like to see if CalRecycle could assist with any recommendations on how to help these hard to handle collection centers.

Annual Report Certification

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

X

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

Elsa M. Jimenez

Print Name

08/10/2017

Date

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

CITY OF SAND CITY

RESOLUTION SC _____, 2018

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

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

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

WHEREAS, Sand City has been an ongoing participant and recipient in the Countywide used oil recycling program, which is looked upon favorably by Cal-Recycle in the City enacting/participating in such programs; and

WHEREAS, the County Health Department is preparing to submit its application to the California Department of Resources Recycling and Recovery (CalRecycle), Fiscal Year 2018-19 Block grant funds, and is requesting all of its participating cities, including the City of Sand City, to provide a 'Letter of Authorization' for the County to apply on their behalf for the purpose of pooling those funds together.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Sand City that it does hereby authorize the County of Monterey Health Department to submit an application to the California Department of Resources Recycling and Recovery (Cal-Recycle), on behalf of Sand City, for Fiscal Year 2018-19 (Cycle 9), and the City Administrator and/or the City Planner is/are directed to prepare and submit to the County a 'Letter of Authorization'.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

ATTACHMENT 4

00-063

AGENDA ITEM

8A

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: June 13, 2018
Subject: DRAFT City Fiscal FY 17-18 Budget Amendment #1

With this memo transmittal, the Budget and Personnel Committee met on June 13, 2018 and presented a draft Budget amendment #1 (actual through April 2018) comparison regarding the operating budget for Fiscal Year (FY) 2017-2018. The intent of this report is to touch on significant changes in projected revenues and expenditures.

REVENUES

The proposed total adopted revenue for the FY 17-18 Budget is \$7,546,390 compared to the proposed amendment of \$7,420,335 is a decreased difference of \$126,055.

Since the adoption of the FY 17-18 Budget, several of the major projects are in the entitlement and vesting phase to include the Monterey Bay Shores and South of Tioga projects. King Ventures is showing promise from Staff's conversation with the California Coastal Commission staff. City staff does not expect to see any significant revenue coming from these projects within this fiscal year.

The City does not anticipate California American Water (CalAm) financing the upfront cost for desalination expansion of the wells. Recent estimates show the three new wells are expected to cost \$1.5M, significantly higher than previously expected cost based on the City engineers well proposals. The City may need to develop a financing mechanism outside of the general fund budget for the cost of construction for these wells.

CalAm will work up a draft framework for an amended lease that incorporates the cost of three new beach wells installed by the City of Sand City as additional sources of supply to the leased premises (Sand City Desalination Plant). These new wells will be in addition to the existing leased property/premises included as part of the existing lease dated 10/30/2009. The new wells are not considered replacement wells, nor are they considered a relocation of existing wells. CalAm's expectation is that the capital cost of the three new wells will be treated similarly to the City of Sand City's capital investment to build the plant originally, e.g. the cost will be amortized over the useful life of the assets installed which is expected to be 10 years. Those amortized costs would then be incorporated as part of the amended lease starting in fiscal year 2018-2019.

The City did receive \$116,000 from the Hickory Street TAMC-RSTP Funds to support the Hickory Street Improvement Project in FY 2017-18. The City anticipated seeing new revenue in the amount of \$75,000 from FEMA to repair damaged Bay Street platform in FY 17-18, but now the funds will arrive in FY 18-19.

Some other minor notable revenue increases from the proposed FY 17-18 Budget is an estimate of \$73,620 (LAIF/TVI CDs) in interest up from the budget adopted of \$35,780 or \$37,840 more than expected and an additional \$50,000 in Successor Agency administrative fees reimbursement.

The significant decrease in revenue is from the category of Special Project in the reimbursable amount of \$250,000. The City's Auditor has recommended the City remove reimbursable pass through budget items on both the revenue and expenditure sections of the budget. This is bookkeeping item change.

The City is already receiving Measure X/TAMC Sales Tax for Streets and SB 1 Transportation Funds. The City Council approved a resolution to bank these monies for 5 years to help maintain and rehabilitate street, curb, gutter, and sidewalk improvements; and adjacent street with new crosswalk on Contra Costa Street between Elder Avenue and Shasta Avenue.

EXPENDITURES

The proposed amended FY 2017-18 Budget shows several minor decreases and increases in some of the departmental categories that can be explained at the Committee meeting. The Police Chief reallocated \$40,000 for Vehicle computers by moving a portion of those funds towards an unbudgeted upgraded WatchGuard server, and into other areas.

The Hickory Street improvement project has been completed. The project low bid came in higher than the engineer's estimates after the FY 17-18 budget was approved in 2017. Project costs also increased due to an unforeseen need to redirect the sewer line. These, coupled with the fiscal year budget cycle timelines, require a budget expenditure increase from \$150,000 to \$285,000. The \$116,000 TAMC-RSTP Funds were directed to this project and has been expensed in the FY 2017-18 Budget.

The new desalination wells project is moving forward, but the City Engineer informs us that design and planning has commenced this fiscal year and project construction will be completed in FY 18-19. The original amount budgeted in FY 17-18 was \$420,000 now reduced to \$50,000 with a significant cost to be budgeted in the FY 18-19.

Under Public Works Department, the Finance Department re-categorized the Creegan & D'Angelo (C&D) contract services line items combining them under one budget line item.

The City traditionally reviews all of the budget needs for Capital Outlay and Contingency Funds and recommends they generally be cut in half from the approved FY 17-18 Budgets.

Grand Total Expenditures

Staff is proposing a decrease in expenditures from the adopted FY 17-18 expenditure budget of \$8,088,252 and anticipates a need of \$7,201,517 for FY 17-18 for a decreased difference of \$886,735.

Total City Revenues/Expenditure Difference

The total expenditure from Staff's amended recommendation for the FY 17-18 Budget of \$7,201,517 (less the total revenue of \$7,420,335) leaves the City of Sand City with a net positive amount of \$218,818.

RECOMMENDATION

The Budget and Personnel Committee request the City Council to consider a Resolution approving Budget Amendment #1 for Fiscal Year 2017-2018.

**CITY OF SAND CITY
RESOLUTION SC ____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ADOPTING AMENDMENT #1 TO THE CITY BUDGET FOR FISCAL YEAR 2017-2018**

WHEREAS, the Budget and Committee of the City Council has worked with City staff to review the Fiscal Year (FY) 2017-2018 budget of the City of Sand City; and

WHEREAS, the Budget Committee, working with City staff, has prepared and is recommending to the City Council the attached Amendment #1 to the City budget for FY 2017-2018, hereby attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City hereby resolves and orders as follows:

1. That the attached Exhibit A is hereby adopted as Amendment #1 to the City budget for FY 2017-2018 for the City of Sand City.
2. The City staff is authorized to continue and complete City operations as generally prescribed in the FY 2017-2018 Amendment #1 City budget and are directed to follow the general financial guidelines reflected therein.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

CITY SUMMARY

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Proposed City Amend #1 Budget FY 17-18
Total City Revenues	4,941,935.39	7,546,390.00	7,420,335.00
Total City Expenditures	5,266,669.46	8,088,252.00	7,201,517.00
DIFFERENCE	-324,734.07	-541,862.00	218,818.00

1,001,069

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Proposed City Amend #1 Budget FY 17-18
Revenues for Recurring Operation	4,703,110.29	7,034,490.00	7,148,035.00
Expenditures for Recurring Oper	4,779,112.56	6,493,352.00	6,023,210.00
SUB TOTAL	-76,002.27	541,138.00	1,124,825.00
Special Project Revenues	238,825.10	511,900.00	272,300.00
Special Expenditures	487,556.90	1,594,900.00	1,178,307.00
SUB TOTAL	-248,731.80	-1,083,000.00	-906,007.00

00 070

Budget Summary City Revenues

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Proposed City Amend #1 Budget FY 17-18
RECURRING REVENUES			
Property Taxes	133,460.53	142,100.00	139,300.00
Sales/Use Taxes	1,846,939.28	2,600,000.00	2,600,000.00
Transaction Tax	1,641,077.13	2,250,000.00	2,250,000.00
Franchise/Users Tax	191,430.57	231,800.00	267,100.00
Business License	479,364.79	483,500.00	482,500.00
Building/Plan Permits	49,834.38	71,900.00	58,300.00
Interest	57,607.82	35,780.00	73,620.00
Rental	12,293.73	15,000.00	17,900.00
ROPS Residual	70,340.11	75,000.00	70,400.00
SA Admin Fees Reimbursement	34,817.58	75,000.00	125,000.00
Misc. Revenues	185,944.37	204,410.00	213,915.00
Cal-Am	0.00	850,000.00	850,000.00
Subtotal Recurring Revenues	4,703,110.29	7,034,490.00	7,148,035.00
OTHER FINANCING SOURCES			
Special Project Revenues	0.00	250,000.00	0.00
Grants	238,825.10	261,900.00	272,300.00
Subtotal Other Revenue	238,825.10	511,900.00	272,300.00
Total Revenue	4,941,935.39	7,546,390.00	7,420,335.00

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REVENUE ACCOUNT #	Description	Actual City Revenues thru 4-18	Adopted City Revenues FY 17-18	Proposed City Amend #1 Revenues FY 17-18
	Dept 00-General			
4005-00	Property Tax - City	89,901.38	95,000.00	95,000.00
4006-00	ROPS Residual	70,340.11	75,000.00	70,400.00
4008-00	SA Admin Fees Reimbursement	34,817.58	75,000.00	125,000.00
4010-00	Prior Year Tax	930.82	1,000.00	1,000.00
4012-00	Property Tax VLF	28,246.00	27,000.00	28,300.00
4015-00	SB 813	9,485.68	10,000.00	10,000.00
4020-00	Prop Tax Transfer	4,896.65	9,100.00	5,000.00
4025-00	Users Tax	101,235.41	130,000.00	150,000.00
4030-00	Sales/Use Tax	1,846,939.28	2,600,000.00	2,600,000.00
4032-00	Transaction/ Use Tax 1/2 cent	1,641,077.13	2,250,000.00	2,250,000.00
4033-00	Business License CASP Fee 70%	347.00	300.00	350.00
4035-00	Cable Franchise	3,914.34	7,600.00	8,000.00
4040-00	Refuse Franchise	52,275.12	60,000.00	75,000.00
4045-00	PG & E Gas Franchise	2,453.44	2,200.00	2,500.00
4050-00	PG & E Electric Franchise	31,552.26	32,000.00	31,600.00
4055-00	Business License	477,023.51	480,000.00	480,000.00
4060-00	Bus Lic Late Fee	2,341.28	3,500.00	2,500.00
4340-00	HOPTR Tax	225.96	500.00	250.00
4350-00	Sanitation District Impact Fees	7,357.55	7,500.00	7,500.00
4410-00	Interest City Checking/CD	390.78	200.00	420.00
4411-00	Interest - OPEB	59.45	50.00	100.00
4413-00	Interest - City Housing	70.42	30.00	100.00
4420-00	Interest - LAIF	42,820.34	28,000.00	57,000.00
4450-00	Interest - TVI CDs	14,266.83	7,500.00	16,000.00
4500-00	West End Revenue	40,398.00	46,000.00	46,000.00
4501-00	Art Committee Revenue	0.00	5,000.00	0.00
4550-00	Publications -Copies	697.10	100.00	800.00
4710-00	Mitigation	0.00	1,300.00	1,300.00
4730-00	Other-Non Dept.	2,313.22	10,000.00	5,000.00
4732-00	Reimbursements	1,908.33	10,000.00	3,000.00
4740-00	Rental/Lease	12,293.73	15,000.00	17,900.00
	SUB TOTAL	4,520,578.70	5,988,880.00	6,090,020.00

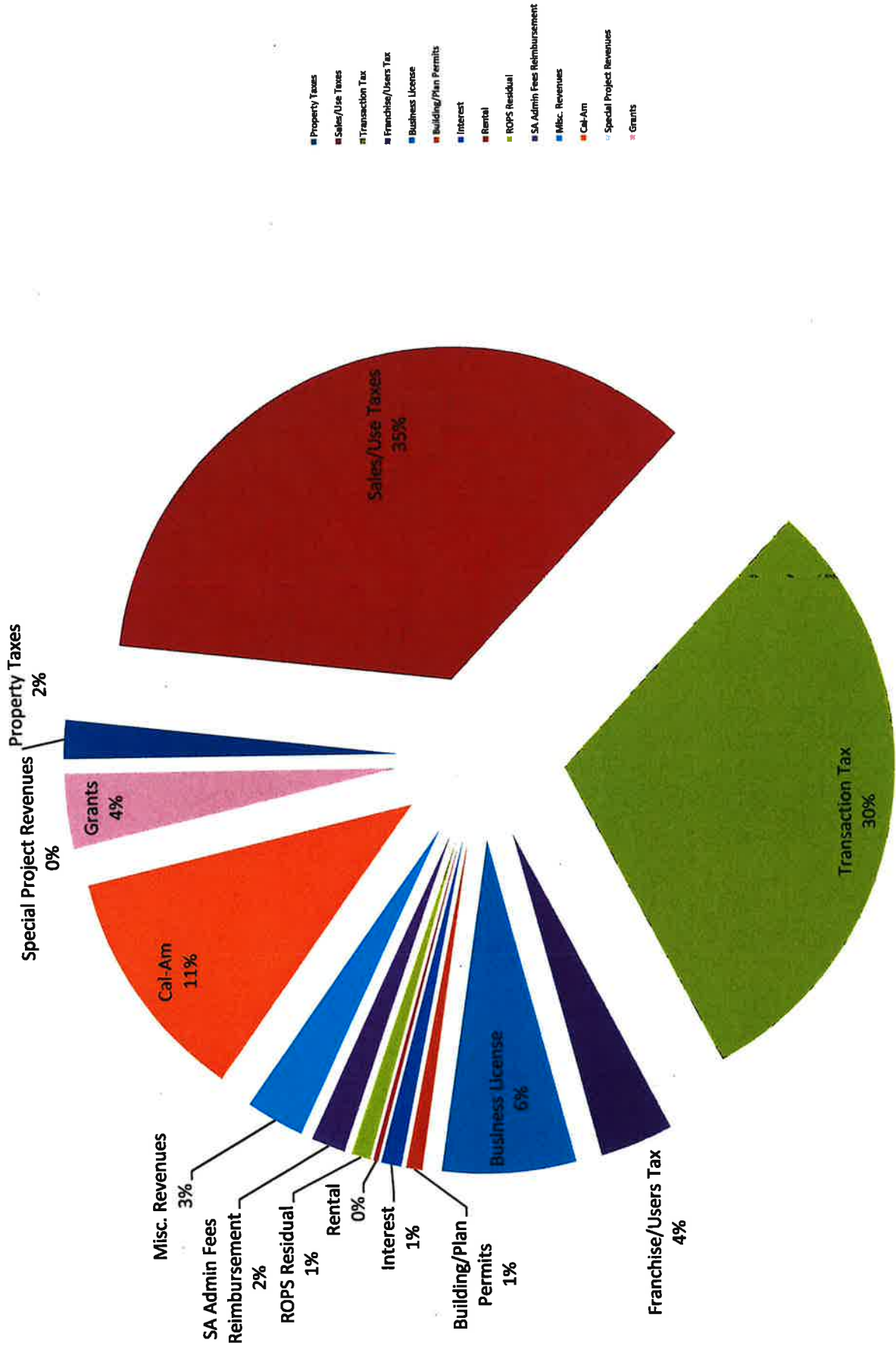
REVENUE ACCOUNT #	Description	Actual City Revenues thru 4-18	Adopted City Revenues FY 17-18	Proposed City Amend #1 Revenues FY 17-18
	Dept 05-Planning			
4115-05	Building Permit	19,009.67	30,000.00	25,000.00
4120-05	Coastal Permit	500.00	1,000.00	500.00
4125-05	CUP	4,000.00	8,000.00	4,500.00
4126-05	Temporary CUP	0.00	200.00	0.00
4140-05	Mobile Home Permit	0.00	200.00	0.00
4145-05	Site Permit	0.00	1,500.00	0.00
4150-05	Building Development	563.50	1,000.00	600.00
4155-05	Design Review Comm	200.00	600.00	300.00
4160-05	Other Planning Fees	4,058.00	5,000.00	4,500.00
4162-05	Reimbursement Agreements	0.00	3,000.00	0.00
4165-05	Plan Check Fees	21,103.21	21,000.00	22,500.00
4219-05	Parking Permits	400.00	400.00	400.00
	SUB TOTAL	49,834.38	71,900.00	58,300.00
	Dept 08-Police			
4210-08	City Fines	2,196.26	2,500.00	2,500.00
4221-08	SC Parking Collections	11,655.00	10,000.00	15,000.00
4225-08	Vehicle Abatement	0.00	150.00	0.00
4325-08	Motor Vehicle	202.12	200.00	200.00
4330-08	Prop 172 -911	232.11	250.00	250.00
4335-08	Post Reimbursement	612.14	0.00	600.00
4515-08	Dog Licensing	15.00	10.00	15.00
4524-08	Asset Forfeiture	1,220.83	0.00	1,500.00
4525-08	Unclaimed Property	63.00	100.00	100.00
4560-08	Special Police	362.44	400.00	400.00
	SUB TOTAL	16,558.90	13,610.00	20,565.00
	Dept 11-Public Works			
10-4160-11	Engineering Fees	85,212.80	75,000.00	90,000.00
10-4302-11	Measure X/TAMC Sales Tax for Streets	18,682.29	20,000.00	22,000.00
31-4305-11	Gas Tax-2105	1,567.00	2,300.00	2,300.00
31-4305-11	Gas Tax-2106	4,280.66	6,200.00	5,800.00
31-4305-11	Gas Tax-2107	2,005.57	2,900.00	2,800.00
31-4305-11	Gas Tax-2107.5	1,000.00	1,000.00	1,000.00
31-4305-11	Gas Tax-2103	1,162.07	1,600.00	1,500.00
31-4306-11	RMRA - Road Maintenance & Rehab	787.61	0.00	2,200.00
31-4307-11	Traffic Congestion Relief - Prop 42	436.54	0.00	450.00
35-4205-11	Ca Code Fines	1,003.77	1,100.00	1,100.00
	SUB TOTAL	116,138.31	110,100.00	129,150.00
	Other Recurring Revenues			
4833-00	Cal-Am Lease Payment	0.00	850,000.00	850,000.00
	SUB TOTAL	0.00	850,000.00	850,000.00
	Sub Total Recurring Revenues	4,703,110.29	7,034,490.00	7,148,035.00

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REVENUE ACCOUNT #	Description	Actual City Revenues thru 4-18	Adopted City Revenues FY 17-18	Proposed City Amend #1 Revenues FY 17-18
Special Project Revenues				
	South of Tioga - will be reimbursement only		100,000.00	0.00
	Consulting Planning Assistance Reimb		50,000.00	0.00
	Ghandour - Compliance/Conditions		100,000.00	0.00
	SUB TOTAL	0.00	250,000.00	0.00
Grants				
4069-08	COPS Grant	106,083.09	130,000.00	139,500.00
4647-08	Bulletproof Vest Grant	1,335.01	900.00	1,400.00
4733-00	Recycling Grant	5,000.00	5,000.00	5,000.00
4755-00	Hickory Street - TAMC RSTP	116,407.00	116,000.00	116,400.00
4729-00	MBASIA Safety Grant/Fitness	7,500.00	7,500.00	7,500.00
4756-00	FEMA Grant	0.00	0.00	0.00
4836-08	CSA 74 EMS Grant	2,500.00	2,500.00	2,500.00
	SUB TOTAL	238,825.10	261,900.00	272,300.00
Sub Total Special Project/Grant Revenues		238,825.10	511,900.00	272,300.00
Grand Total Revenues		4,941,935.39	7,546,390.00	7,420,335.00

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FY 2017-2018 P1 sed Revenues



Budget Summary City Expenditures

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Proposed City Amend #1 Budget FY 17-18
RECURRING EXPENSES			
City Council	122,043.70	231,760.00	179,450.00
Administration	368,062.61	533,720.00	487,475.00
Finance	353,295.67	529,210.00	440,810.00
Attorney	142,487.12	229,860.00	195,920.00
Community Development	360,263.84	498,010.00	450,565.00
Police	1,977,208.48	2,583,800.00	2,490,650.00
Fire	278,842.00	278,900.00	278,900.00
Public Works	645,750.06	893,025.00	879,790.00
Parks	11,076.69	46,500.00	21,000.00
Government Buildings	28,949.75	38,000.00	33,900.00
Community Outreach	92,852.21	126,500.00	118,500.00
Non-Departmental	398,280.43	504,067.00	446,250.00
SUBTOTAL FOR RECURRING EXPENSES	4,779,112.66	6,493,352.00	6,023,210.00
OTHER EXPENSES			
OPEB/Retirement Obligation	0.00	650,000.00	650,000.00
Capital Outlay	464,333.80	686,000.00	491,407.00
Grants/Special Projects	23,223.10	258,900.00	36,900.00
SUBTOTAL OTHER EXPENSES	487,556.90	1,594,900.00	1,178,307.00
TOTAL EXPENSES	5,266,669.46	8,088,252.00	7,201,517.00

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Proposed City A: #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
NON DEPARTMENT				
5005-00	Arts Committee	252.44	10,000.00	6,500.00
5010-00	Capital Outlay	0.00	20,000.00	0.00
5020-00	NBS - S. of Tioga CFD Formation	0.00	0.00	10,000.00
5025-00	Dues and Subscriptions	302.00	1,000.00	1,000.00
5026-00	Memberships/Chambers/Visitor Bureau	11,701.00	20,000.00	15,000.00
5070-00	Health Benefits	794.96	900.00	950.00
5135-00	LAFCO	4,626.93	5,000.00	4,600.00
5137-00	GASB 68 - Unfunded Liability	287,555.00	301,367.00	288,000.00
5202-00	EAP Program	972.00	1,300.00	1,000.00
5425-00	Technical Support	3,003.00	4,000.00	4,000.00
5905-00	City Events	28,475.68	35,000.00	35,000.00
5911-00	FORA	14,000.00	14,000.00	14,000.00
5920-00	Advertising	0.00	500.00	500.00
5930-00	Miscellaneous Expense	518.59	5,000.00	2,500.00
5935-00	Office Equipment Maint.	5,384.44	8,500.00	8,500.00
5940-00	Office Supplies	21,107.28	25,000.00	25,000.00
5945-00	Telephone	678.16	1,000.00	1,000.00
5950-00	Physical Exams/Vaccinations	0.00	1,200.00	1,200.00
5955-00	Public Official Bond	1,000.00	1,000.00	1,000.00
5960-00	Utilities	15,840.16	17,000.00	19,000.00
5970-00	Equipment Purchase	387.81	10,000.00	5,000.00
5980-00	Bank Charges	100.00	300.00	300.00
5998-00	Internet/Web	1,580.98	2,000.00	2,200.00
5140-00	Records Retention	0.00	20,000.00	0.00
	SUB TOTAL NON DEPARTMENT	398,280.43	504,067.00	446,250.00
CITY COUNCIL				
5000-01	Municipal Code	2,734.21	5,000.00	5,000.00
5010-01	Capital Outlay	0.00	10,000.00	5,000.00
5022-01	MPRWA	1,800.00	1,800.00	1,800.00
5025-01	Dues/Subscriptions	947.00	1,500.00	1,500.00
5030-01	Mileage/Expense	2,000.00	3,000.00	3,000.00
5065-01	Dental	7,977.66	11,300.00	10,900.00

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Proposed City AI #1 FY 17-18 Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5066-01	Vision	200.00	2,000.00	1,000.00
5070-01	Health Benefits	43,133.32	55,300.00	53,700.00
5071-01	Health Incentives	7,511.48	8,000.00	9,700.00
5073-01	Pers Retirement EE	699.82	1,600.00	1,600.00
5075-01	Pers Retirement	1,110.71	2,500.00	2,000.00
5078-01	PERS Survivor Benefits	0.00	160.00	150.00
5079-01	Deferred Comp Contribution	1,000.00	1,000.00	1,200.00
5080-01	FICA/ Medicare	2,543.48	2,200.00	2,800.00
5085-01	SUI	412.07	0.00	500.00
5095-01	Training & Conferences	5,250.46	15,000.00	10,000.00
5100-01	Watermaster Assessment	1,040.00	2,000.00	1,100.00
5110-01	Council Meetings	15,000.00	18,000.00	18,000.00
5130-01	Contingency Funds	1,011.76	50,000.00	15,000.00
5131-01	Website	0.00	3,000.00	0.00
5920-01	Advertising -" Coop "-Newspaper	10,222.00	14,000.00	14,000.00
5945-01	Council Phones	3,144.33	4,500.00	4,500.00
5965-01	Workers Comp	13,405.40	13,400.00	13,400.00
5970-01	Council Equipment	0.00	5,000.00	2,500.00
5985-01	Exercise Program	900.00	1,500.00	1,100.00
	SUB TOTAL CITY COUNCIL	122,043.70	231,760.00	179,450.00
	ADMINISTRATION			
5010-02	Capital Outlay	0.00	10,000.00	5,000.00
5020-02	Contract Services - Personnel/LCW	1,255.00	20,000.00	10,000.00
5020-02	Contract Services	4,050.00	10,000.00	10,000.00
5020-02	Part-Time Employee	12,228.13	20,000.00	16,000.00
5025-02	Dues/Subscriptions	1,000.00	3,000.00	2,500.00
5030-02	Mileage	3,000.00	4,000.00	4,000.00
5040-02	Salaries	210,357.20	252,500.00	252,500.00
5042-02	Cash Outs	12,823.49	21,600.00	17,000.00
5055-02	Overtime	535.65	1,000.00	1,000.00
5060-02	Long Term Disability	2,630.30	3,200.00	3,200.00
5065-02	Dental Insurance	2,903.20	4,800.00	4,800.00
5066-02	Vision Insurance	472.50	800.00	700.00
5067-02	Life Insurance	589.10	700.00	750.00
5070-02	Health Benefits	24,736.74	30,400.00	29,500.00
5071-02	Health Incentives	4,278.60	4,400.00	5,300.00
5072-02	Health Benefits - Admin Retirees	11,701.62	13,600.00	14,000.00

Proposed City Arr #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5073-02	Pers Retirement EE	11,250.81	15,000.00	15,000.00
5075-02	Pers Retirement	21,268.47	28,800.00	28,800.00
5078-02	PERS Survivor Benefits	0.00	120.00	125.00
5079-02	Deferred Comp Contributions	2,000.00	2,400.00	2,400.00
5080-02	FICA/Medicare	3,402.09	4,200.00	4,200.00
5085-02	CA SUI	357.00	400.00	500.00
5095-02	Training & Conferences	8,130.20	15,000.00	12,000.00
5130-02	Contingency Fund	0.00	25,000.00	10,000.00
5210-02	Payroll Processing/Other	3,574.20	4,000.00	5,000.00
5220-02	Special Projects Consulting/Appraisals	0.00	10,000.00	5,000.00
5425-02	Tech Support - Admin	3,129.00	4,000.00	4,000.00
5925-02	Liability Insurance - 12%	7,400.00	7,400.00	7,400.00
5945-02	Admin Phones	2,448.17	4,000.00	3,500.00
5965-02	Workers Comp	6,988.69	7,000.00	7,000.00
5970-02	Equipment/ Furniture Purchase	4,487.45	5,000.00	5,000.00
5985-02	Exercise Program	1,065.00	1,400.00	1,300.00
	SUB TOTAL ADMINISTRATION	368,062.61	533,720.00	487,475.00
FINANCE				
5010-03	Capital Outlay	0.00	10,000.00	5,000.00
5020-03	Contractual/Bartel - GASB	12,650.00	20,000.00	15,000.00
5023-03	Sales Tax/Transaction Tax Admin Fees	34,810.84	35,000.00	35,000.00
5025-03	Dues/Subscriptions	465.00	1,000.00	500.00
5030-03	Mileage	1,500.00	2,000.00	2,000.00
5040-03	Salaries	148,311.60	178,000.00	178,000.00
5040-03	New Position	0.00	80,000.00	0.00
5042-03	Cash Outs	8,617.94	13,700.00	11,000.00
5060-03	Long Term Disability	2,112.90	2,600.00	3,200.00
5065-03	Dental	2,140.10	2,600.00	4,000.00
5066-03	Vision	319.98	600.00	600.00
5067-03	Life Insurance	472.50	600.00	750.00
5070-03	Health Benefits	18,768.22	23,000.00	25,000.00
5071-03	Health Incentives	2,333.74	2,400.00	3,500.00
5073-03	Pers Retirement EE	11,532.69	15,400.00	15,400.00
5075-03	Pers Retirement	18,305.28	24,400.00	24,400.00
5078-03	PERS Survivor Benefits	0.00	80.00	100.00
5079-03	Deferred Comp Contributions	1,500.00	1,800.00	2,400.00
5080-03	FICA/Medicare	2,195.90	2,700.00	2,600.00

Proposed City At #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5085-03	SUI	119.00	200.00	150.00
5095-03	Training/Conferences	889.76	5,000.00	5,000.00
5405-03	Property Tax Fees	1,085.00	1,400.00	1,100.00
5410-03	Audit	38,100.00	39,000.00	39,000.00
5415-03	Management Services	1,080.25	10,000.00	5,000.00
5415-03	Clearvue	0.00	3,500.00	0.00
5425-03	Tech Support - Finance	9,711.50	10,000.00	12,000.00
5440-03	BL Prop. & Sales Tax Agreements (HDL)	18,041.95	30,000.00	30,000.00
5925-03	Liability Insurance - 8%	4,900.00	4,900.00	4,900.00
5965-03	Workers Comp	4,021.62	4,030.00	4,030.00
5970-03	Equipment/ Furniture Purchase	9,174.90	5,000.00	11,000.00
5985-03	Exercise	135.00	300.00	180.00
	SUB TOTAL FINANCE	353,295.67	529,210.00	440,810.00
ATTORNEY				
5070-04	Health Benefits	8,995.16	11,000.00	10,700.00
5071-04	Health Incentives	1,555.84	1,600.00	1,900.00
5073-04	Pers Retirement EE	7,995.06	10,700.00	10,700.00
5075-04	Pers Retirement	12,690.09	17,000.00	17,000.00
5078-04	PERS Survivor Benefits	0.00	60.00	70.00
5080-04	FICA/Medicare	1,501.54	1,650.00	1,700.00
5085-04	SUI	119.00	150.00	150.00
5095-04	Conferences & Meetings	0.00	2,500.00	0.00
5510-04	Retainer	102,816.70	123,400.00	123,400.00
5511-04	Assistant Attorney	770.00	24,000.00	12,000.00
5520-04	Special Projects	0.00	0.00	0.00
5521-04	Outside Counsel	0.00	10,000.00	5,000.00
5522-04	Attorneys Costs	262.65	1,000.00	500.00
5540-04	Legal Contingencies	0.00	10,000.00	5,000.00
5545-04	Outside Counsel/HR	0.00	11,000.00	2,000.00
5925-04	Liability Insurance - 5%	3,100.00	3,100.00	3,100.00
5965-04	Workers Comp	2,681.08	2,700.00	2,700.00
	SUB TOTAL ATTORNEY	142,487.12	229,860.00	195,920.00

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Proposed City Ar. #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
PLANNING				
5010-05	Capital Outlay	0.00	5,000.00	0.00
5020-05	Contract Services - EMC Planning	27,120.68	60,000.00	50,000.00
5020-05	Contract Services - EMC Vibrancy	74,637.24	78,000.00	78,000.00
5020-05	HDL - S. of Tioga Economic Develop	8,500.00	20,000.00	10,000.00
5025-05	Dues/Subscriptions	2,057.00	2,000.00	2,100.00
5030-05	Mileage	1,500.00	2,000.00	2,000.00
5040-05	Salaries	147,705.70	177,300.00	177,300.00
5042-05	Cash Outs	9,056.73	14,500.00	9,500.00
5055-05	Overtime	1,650.57	2,000.00	2,000.00
5060-05	Long Term Disability	1,224.08	1,500.00	1,500.00
5065-05	Dental Insurance	1,911.80	2,300.00	2,300.00
5066-05	Vision Insurance	235.63	400.00	400.00
5067-05	Life Insurance	508.20	600.00	650.00
5070-05	Health Benefits	15,741.54	19,400.00	18,800.00
5071-05	Health Incentives	2,722.66	2,800.00	3,400.00
5072-05	Health Benefits - Planning Retirees	5,958.62	9,400.00	6,800.00
5073-05	Pers Retirement EE	6,379.02	8,500.00	8,500.00
5075-05	PERS Retirement	13,535.80	18,500.00	18,500.00
5078-05	PERS Survivor Benefits	0.00	30.00	35.00
5079-05	Deferred Comp Contributions	1,500.00	1,800.00	1,800.00
5080-05	FICA/Medicare	2,311.80	2,500.00	2,800.00
5085-05	SUI	119.00	150.00	150.00
5095-05	Training/Conferences	708.73	4,000.00	3,000.00
5320-05	Plan Check/Building Fees	18,089.37	40,000.00	30,000.00
5370-05	Planning - Other	10.00	3,000.00	1,000.00
5425-05	Tech Support - Planning	1,008.00	1,500.00	1,200.00
5920-05	Legal Advertising	2,920.62	6,000.00	4,000.00
5925-05	Liability Insurance - 8%	4,900.00	4,900.00	4,900.00
5945-05	Planning Phones	315.23	500.00	500.00
5965-05	Workers Comp	4,021.62	4,030.00	4,030.00
5970-05	Equipment	3,614.20	5,000.00	5,000.00
5985-05	Exercise Program	300.00	400.00	400.00
	SUB TOTAL PLANNING	360,263.84	498,010.00	450,565.00
PUBLIC SAFETY				
5010-08	Capital Outlay - Vehicle Computers	0.00	40,000.00	0.00
5010-08	Watchguard Server	10,047.79		10,000.00

Proposed City A #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5020-08	Regional Crime Analyst - PRVNT	3,000.00	3,000.00	3,000.00
5020-08	Contract Services - Code Enforcement	1,440.00	12,000.00	6,000.00
5025-08	Dues and Subscriptions	1,241.00	1,500.00	1,700.00
5030-08	Mileage Allowance	0.00	500.00	500.00
5040-08	Salaries	980,930.27	1,200,000.00	1,178,200.00
5042-08	Cash Outs for Holiday & Overtime	154,295.01	190,000.00	160,000.00
5043-08	Holiday	5,555.59	10,000.00	12,000.00
5055-08	Overtime	4,552.65	10,000.00	10,000.00
5060-08	Long Term Disability	2,687.80	3,200.00	3,000.00
5065-08	Dental Insurance	21,832.39	26,000.00	26,000.00
5066-08	Vision Insurance	789.00	4,200.00	4,200.00
5067-08	Life Insurance	2,853.70	3,200.00	3,600.00
5070-08	Health Benefits	143,922.76	176,900.00	171,700.00
5071-08	Health Incentives	24,893.24	25,700.00	31,000.00
5072-08	Health Benefits - Police Retirees	34,311.97	38,000.00	44,500.00
5073-08	Pers Retirement EE	76,242.05	91,800.00	96,500.00
5075-08	Pers Retirement	155,358.95	229,800.00	235,400.00
5077-08	Pers Replacement Benefit Contribution	8,399.31	8,700.00	8,400.00
5078-08	PERS Survivor Benefits	0.00	600.00	700.00
5079-08	Deferred Comp Contributions	11,997.56	13,200.00	13,200.00
5080-08	FICA/Medicare	20,455.31	20,000.00	25,000.00
5085-08	SUI	1,687.92	1,800.00	1,800.00
5095-08	Training/Conferences	5,346.67	15,000.00	10,000.00
5096-08	Post Training	0.00	5,000.00	2,500.00
5130-08	Contingency	0.00	10,000.00	5,000.00
5710-08	Animal Regulation/Vet Services	1,500.00	500.00	2,000.00
5715-08	Auto Fuel	19,554.63	20,000.00	25,000.00
5720-08	Auto Maintenance & Repair	11,841.40	30,000.00	18,000.00
5721-08	Auto-Detailing	1,398.95	2,500.00	2,500.00
5725-08	ACJIS/Clets/County/T-Lines	18,962.93	20,000.00	20,000.00
5727-08	911 Center - Operations	0.00	40,000.00	45,600.00
5740-08	Employment Screening	1,579.00	4,000.00	5,000.00
5745-08	Equipment-Police	9,095.21	20,000.00	14,000.00
5746-08	Range Fees & Supplies	156.59	10,000.00	6,000.00
5760-08	Booking Fees	0.00	1,500.00	1,500.00
5765-08	Reserve Services	31,049.79	40,500.00	40,000.00

Proposed City A: #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5770-08	Equip/ Computer	3,952.09	10,000.00	8,000.00
5785-08	Police Supplies	5,529.52	10,000.00	7,000.00
5794-08	Special Skills	1,000.00	1,200.00	1,200.00
5795-08	Uniform Allowance/Purchase/Replacement	8,051.99	11,000.00	11,000.00
5796-08	Education	4,000.00	7,000.00	6,000.00
5797-08	Arrest/Investigations/Live Scan	2,193.00	5,000.00	5,000.00
5798-08	Tracnet & computer maintenance	24,606.40	30,000.00	30,000.00
5884-08	Security - Locker Room	510.02	600.00	600.00
5925-08	Liability Insurance - 57%	35,000.00	35,000.00	35,000.00
5929-08	Locker Room Rental Payments	1,852.10	2,300.00	2,300.00
5930-08	Miscellaneous	0.00	5,000.00	2,500.00
5934-08	NGEN Maintenance	5,043.78	6,800.00	6,800.00
5935-08	NGEN Infrastructure	0.00	8,000.00	7,700.00
5945-08	Phones/Pagers	9,344.59	13,000.00	13,000.00
5965-08	Worker's Compensation	103,740.20	103,800.00	103,800.00
5985-08	Exercise Program	2,160.00	3,600.00	3,250.00
5998-08	PD Internet	3,245.35	2,400.00	4,000.00
	SUB TOTAL PUBLIC SAFETY	1,977,208.48	2,583,800.00	2,490,650.00
FIRE DEPARTMENT				
5750-09	Fire Contract	278,842.00	278,900.00	278,900.00
	SUB TOTAL FIRE DEPARTMENT	278,842.00	278,900.00	278,900.00
PUBLIC WORKS				
5010-11	Capital Outlay - Truck	0.00	30,000.00	40,000.00
5010-11	Power Broom	21,532.50	25,000.00	21,600.00
5020-11	Contract Services - C/D Capital Outlay	0.00	10,000.00	0.00
5020-11	Contract Services-C/D - General	70,927.50	71,215.00	142,000.00
5020-11	C&D - Storm Water Management	30,377.50	45,000.00	45,000.00
5020-11	C&D - Development Review	40,937.50	82,200.00	Included
5020-11	Contract Services - General	1,600.00	0.00	14,000.00
5025-11	Dues and Publications	45.00	200.00	200.00
5027-11	Permits & Licenses	3,991.50	5,000.00	5,000.00
5028-11	Pest Control	600.00	1,000.00	800.00
5040-11	Salaries	144,242.08	193,100.00	176,500.00
5042-11	Cash Outs	2,128.74	6,000.00	9,000.00
5055-11	Overtime	2,439.01	5,000.00	5,000.00
5060-11	Long Term Disability	1,305.57	250.00	1,600.00

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Proposed City A #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5065-11	Dental Insurance	4,462.58	7,300.00	6,600.00
5066-11	Vision Insurance	404.48	1,200.00	1,200.00
5067-11	Life Insurance	564.00	800.00	800.00
5070-11	Health Benefits	34,950.84	49,800.00	53,700.00
5071-11	Health Incentives	6,198.06	7,300.00	9,700.00
5073-11	Pers Retirement EE	10,667.30	16,400.00	16,500.00
5075-11	Pers Retirement	16,110.02	22,600.00	20,500.00
5078-11	PERS Survivor Benefits	0.00	160.00	190.00
5079-11	Deferred Comp Contribution	500.00	1,800.00	1,800.00
5080-11	FICA/Medicare	2,495.57	3,500.00	3,500.00
5085-11	CA SUI	476.00	400.00	600.00
5095-11	Training/Conferences	541.35	2,000.00	2,000.00
5425-11	Tech Support - PW	1,281.00	2,500.00	1,600.00
5720-11	Vehicle Maintenance - Backhoe/Sweeper	2,043.68	10,000.00	6,000.00
5795-11	PW Uniform Maintenance & Replacement	2,179.23	4,000.00	3,000.00
5820-11	Perc Drainage System- Maintenance	0.00	8,800.00	4,400.00
5820-11	Storm Water 3 Year Sediment Removal	36,578.00	0.00	36,600.00
5845-11	Hope Program	41,235.62	59,500.00	59,200.00
5855-11	Street Lighting	8,036.44	11,000.00	12,000.00
5860-11	Street Work/Sidewalk Maintenance	1,644.68	15,000.00	5,000.00
5861-11	Adopt A Highway	2,655.00	3,600.00	3,600.00
5865-11	Flags/Banners	3,418.46	10,000.00	5,000.00
5884-11	PW Trailer Security	1,039.58	1,100.00	1,100.00
5885-11	PW Supplies	2,949.83	5,000.00	5,000.00
5888-11	Equipment Rental	1,148.63	5,000.00	2,500.00
5889-11	Mtry 1 Water - Storm Water/Trash Amend	10,870.70	9,400.00	10,900.00
5890-11	PW Contingency	0.00	10,000.00	0.00
5898-11	Street Signs	769.29	5,000.00	2,500.00
5925-11	Liability Insurance - 10%	6,138.00	6,200.00	6,200.00
5935-11	PW Equipment Maintenance	786.30	5,000.00	2,500.00
5945-11	Phones/Pagers	3,304.76	4,200.00	4,200.00
5961-11	Refuse/Trash/Pick Up	5,434.05	8,000.00	8,000.00
5965-11	Worker's Comp	97,502.39	97,500.00	97,500.00
5970-11	Equipment Purchase	2,640.08	5,000.00	5,000.00

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Proposed City An #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
5985-11	Exercise	600.00	800.00	800.00
5998-11	Internet/Cable	775.44	900.00	1,100.00
6620-11	Street Sweeper Lease - Principal	12,864.26	15,500.00	15,500.00
6621-11	Street Sweeper Lease - Interest	2,357.54	2,800.00	2,800.00
	SUB TOTAL PUBLIC WORKS	645,750.06	893,025.00	879,790.00
PARKS				
5020-12	Contract Services	480.50	25,000.00	3,000.00
5020-12	Contract Services - Arborist	2,355.00	5,000.00	5,000.00
5122-12	Beach Clean Up	572.19	2,000.00	1,000.00
5630-12	Parks Maintenance	466.68	2,500.00	1,000.00
5881-12	Parks Supplies	6,358.53	5,000.00	8,000.00
5935-12	Parks Equip. Maintenance	0.00	2,000.00	500.00
5970-12	Parks Equip. Purchase	843.79	5,000.00	2,500.00
	SUB TOTAL PARKS	11,076.69	46,500.00	21,000.00
GOVERNMENT BUILDINGS & FACILITIES				
5884-15	Security	1,648.70	2,000.00	2,400.00
5915-15	Fire/Bldg/Auto Insurance	16,435.00	16,000.00	16,500.00
6020-15	Maintenance & Repair	10,866.05	20,000.00	15,000.00
	SUB TOTAL GOVERNMENT BUILDINGS	28,949.75	38,000.00	33,900.00
COMMUNITY OUTREACH				
5004-18	Art Committee Events (West End)	75,175.25	85,000.00	85,000.00
5873-18	Bike Trail Electric	2,568.74	5,000.00	4,000.00
5910-18	Donations/Contributions	8,452.26	17,000.00	15,000.00
6020-18	Maintenance - Bike Trails	1,535.96	5,000.00	5,000.00
6120-17	Disaster Supplies - EOC	0.00	1,000.00	2,500.00
6123-17	EOC Expenses	5,000.00	10,000.00	5,000.00
6124-18	Outreach - Meet City Council	120.00	2,500.00	1,000.00
6222-18	Boys & Girls Club	0.00	1,000.00	1,000.00
	SUB TOTAL COMM. OUTREACH	92,852.21	126,500.00	118,500.00
	SUB TOTAL FOR RECURRING	4,779,112.56	6,493,352.00	6,023,210.00

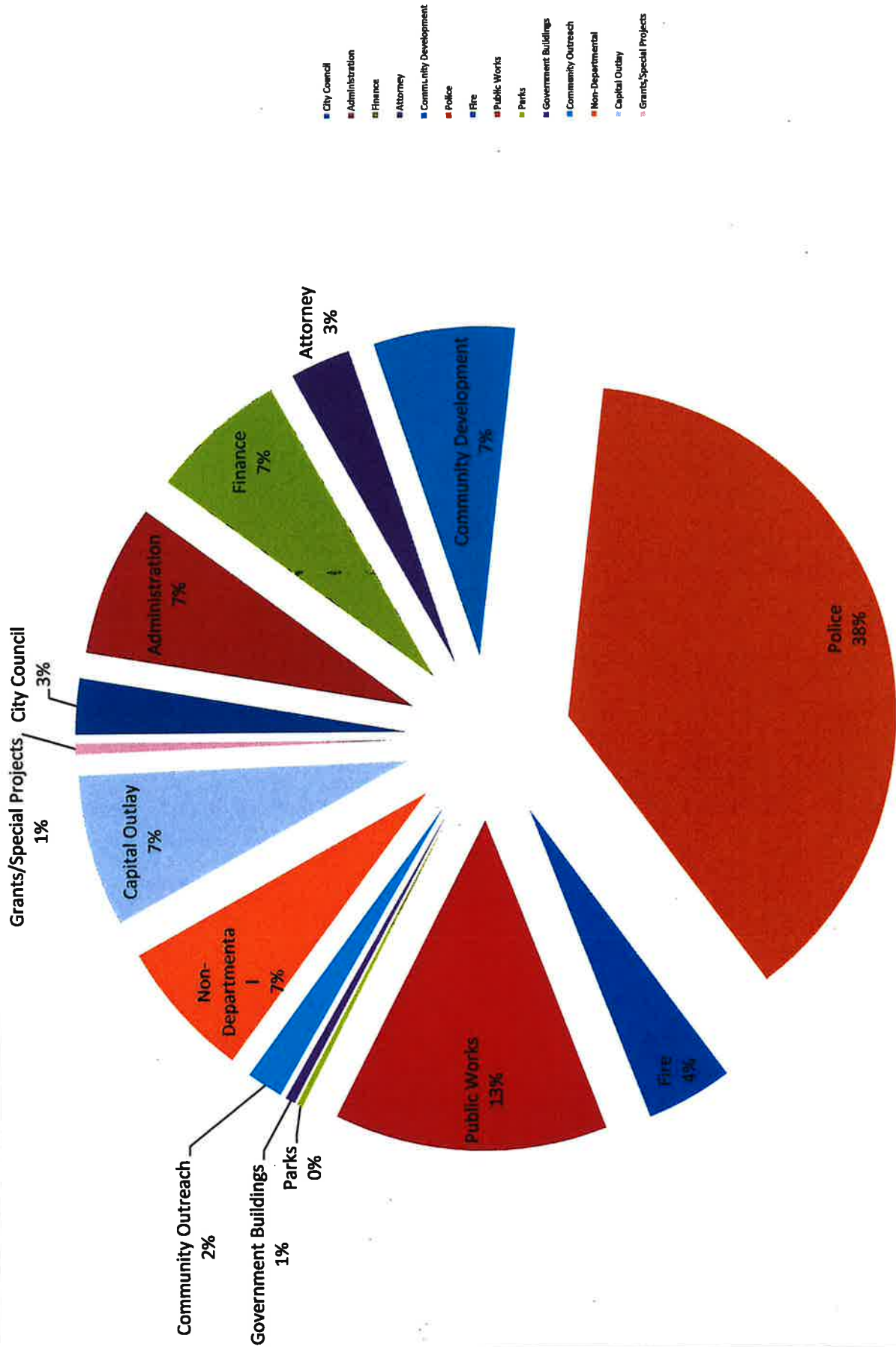
1,000,085

Proposed City Ar. #1 FY 17-18
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru 4-18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18
CAPITAL IMPROVEMENT/DEBT PAYMENTS				
5010-20	Hickory Street - TAMC RSTP/Const	116,407.00	116,000.00	116,407.00
5010-20	Desal New Wells - Engineering	28,550.00	420,000.00	50,000.00
5010-20	Desal New Wells - Construction		0.00	0.00
	Duffy (\$22,847)			
	Polaris (\$17,000)			
	Intera (\$185,028)			
5010-20	Hickory Street - Engineering	37,267.50	0.00	40,000.00
5010-20	Hickory Street - Construction	282,109.30	150,000.00	285,000.00
	SUB TOTAL CAPITAL IMP/DEBT	464,333.80	686,000.00	491,407.00
OPEB/RETIREMENT OBLIGATION				
5136/5138	OPEB/Retirement Obligation		650,000.00	650,000.00
	SUBTOTAL OPEB OBLIGATION	0.00	650,000.00	650,000.00
GRANTS/ SPECIAL PROJECTS				
5733-00	Recycling Grant	5,000.00	5,000.00	5,000.00
5736-08	Bulletproof Vest Grant		900.00	900.00
6362-00	CSA 74 EMS Grant	2,740.40	3,000.00	3,000.00
6425-00	King Ventures EIR		0.00	0.00
	South of Tioga/Just Reimbursement		100,000.00	0.00
	TAMC - Pavement Management		0.00	3,000.00
	Planning Assistance/Reimbursable		50,000.00	0.00
	Ghandour (C&D)		100,000.00	0.00
5732-00	FEMA Grant/Bay Street - C&D	15,482.70	0.00	25,000.00
	SUBTOTAL GRANTS/ SPEC PROJECTS	23,223.10	258,900.00	36,900.00
TOTAL SPECIAL OPERATIONS/PROGRAMS				
		487,556.90	1,594,900.00	1,178,307.00
GRAND TOTAL EXPENSES				
		5,266,669.46	8,088,252.00	7,201,517.00

880.00

FY 2017-2018 Proposed Expenses



AGENDA ITEM

8B - 1

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: June 13, 2018
Subject: Proposed City Fiscal Year 2018-2019 Budget

INTRODUCTION

The Budget Committee presents a proposed City Budget taking into consideration a number of factors. The Fiscal Year (FY) 2018-2019 Sand City proposed Budget has been prepared by City Staff with the best estimates.

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

- The Bungalows 10-unit residential project in the East Dunes (Substantially completed)
- The mixed use project at Ortiz-Catalina-Elder (Construction in Summer 2018)
- The Independent additions and second phase (Staff is currently meeting w/DBO)
- The South of Tioga project (CC approved VTM, EIR, and MMP on June 5th)
- Ghandour – Monterey Bay Shores (MBS) (Entitled Property – Vested)
- King Ventures – Collections on Monterey Bay Coastal Resort Project (on appeal to the California Coastal Commission—looks promising)
- Home Goods
- Habit Burger and 5 Guys Burger

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

REVENUES

The City's largest source of revenue include property tax, sale/use tax, transaction tax, Cal-Am lease payment, and other business and license fees. City staff proposes \$2,705,000 of sales and use tax revenue, \$2,400,000 in transaction tax revenue, \$488,000 in business license revenue, \$267,500 in franchise/user tax revenue, \$150,000 in property tax revenue; \$253,870 in miscellaneous revenue, and \$850,000 in the California American Water (CalAm) lease payment.

There are several projects in the development phase, and if those projects commence, the Committee anticipates the revenues to generate \$291,500 in grant revenues for FY 18-19 which is more than what was budgeted for FY 17-18. The Committee

understands that there will be minimal action on the "The Collections at Monterey Bay" although some positive developments are occurring with this project.

Grand Total Revenues

The proposed total revenue projected for the FY 18-19 Budget is \$7,794,270 compared to the adopted FY 17-18 Budget of \$7,546,390, an increased difference of \$247,880.

EXPENDITURES

Personnel

Sand City's largest expenditure is in the area of salaries and benefits. The proposed FY 18-19 Budget does not include a Cost of Living (COLA) increase but the Budget and Personnel Committee is currently in negotiations with the Police Officers Associations (POA) and Miscellaneous employee groups. Depending on the outcome of the negotiations, this budget may get amended. Below is the status of COLA increases from the Monterey County jurisdictions showing an average increase of 2.5% for the following Agencies:

<u>Jurisdiction</u>	<u>%</u>
• City of Carmel	2.00
• City of Del Rey Oaks	pending
• City of Monterey	2.00
• County of Monterey	3.00
• City of Marina	2.50
• City of Pacific Grove	pending
• City of Salinas	2.50
• City of Sand City	pending
• City of Seaside	2.00
• MCWD	3.00
• TAMC	3.00
• CSUMB	3.00
• LAFCO	3.00

The City of Sand City has one of the best benefit packages compared to other Monterey County agencies.

It has become clear that "Other postemployment benefits" (OPEBs) represent a large financial burden and may even pose a larger problem than pension benefits themselves. The total unfunded liability for state OPEBs account for a very high percentage of a local level agency budget expenditure of total current unfunded pension liabilities. Sand City has been very aggressive by increasing its budget amount in order to decrease OPEB Liabilities. We are getting there, in the OPEB/Retirement Budget category, Sand City adopted an expenditure of \$650,000 in FY 2017-2018 and the Committee proposes \$450,000 for FY 2018-2019, a decrease of \$200,000, due to the addition and increase for the 3 new wells construction project.

2018/2019 Major Project - Desalination Wells Project

The City does not anticipate California American Water (CalAm) financing the upfront cost for desalination expansion of the wells. Recent estimates show the three new

wells are expected to cost \$1.7 million, significantly higher than previously expected based on the City engineers well proposals. The City is looking into a financing mechanism outside of the general fund budget to cover the upfront cost of construction for these wells (finance, cut, or spend down reserves).

CalAm will work up a draft framework for an amended lease that incorporates the cost of three new beach wells installed by the City of Sand City as additional sources of supply to the leased premises (Sand City Desalination Plant). These new wells will be in addition to the existing leased property/premises included as part of the existing lease dated 10/30/2009. The new wells are not considered replacement wells, nor are they considered a relocation of existing wells. CalAm's expectation is that the capital cost of the three new wells will be treated similarly to the City of Sand City's capital investment to build the plant originally, e.g. the cost will be amortized over the useful life of the assets installed which is expected to be 10 years. Those amortized costs would then be incorporated as part of the amended lease starting in fiscal year 2018-2019.

Departments in Brief (Notable)

Below, by department are some of the notable departmental budget request differences from recent years:

Administration

No significant change from prior fiscal year.

Finance

No significant change from prior year.

Attorney

The City Council adopted a \$229,860 Attorney Budget for FY 17-18 with a proposed amendment of \$195,860. For FY 18-19, City Staff proposes \$182,500, a decrease of \$47,360 from the adopted FY 2017-2018 Budget. The decrease is a result of Jim Heisinger retiring in August 2018 and his successor being paid less and the elimination of the city paying for benefits.

Planning

The Committee projects a decrease in Planning from the amended Budget of \$450,565 in FY 17-18 to the proposed Budget of \$413,100 in FY 17-18. The largest decrease is in contract services with EMC Planning Group who City consulted with in the formation of the Vibrancy Plan in its final stages.

Public Safety

Of the departmental budget categories, the Police Department is the largest city expenditure. The Police Chief is required to purchase vehicle computers to work in concert with the County's system and new radios costing a combined \$135,000. The Police Department proposed FY 2018-2019 Budget is \$2,795,800, an increase of \$212,000 from the adopted FY 2017-2018 Budget.

Public Works

No significant changes from prior fiscal year.

Parks

In Contract Services, the Committee proposes \$25,000 for TAMC Landscaping.

Capital Improvements/Debt Payments

Again, the most dramatic change proposed in the City's budget is the highly needed desalination well expansion project estimated to cost more than three times as expected at an estimated cost of \$1.7 million. Therefore, under this category, the proposed FY 2018-2019 budget expenditure will increase from the adopted budget of \$686,000 in FY 2017-2018 to \$1,750,000 in FY 2018-2019, a difference of \$1,064,000.

Grants/Special Projects

The Committee anticipates the construction of Calabrese Park (\$60,000) project and the Bay Street Platform project (\$125,000). A significant portion of the project costs will be covered by grants.

Grand Total Expenditures

The Committee is proposing an increase in total expenditures from the adopted FY 17-18 Budget of \$8,088,252 and anticipated expenditure of \$9,154,320 for FY 18-19, for an increased difference of \$1,066,068.

Total City Revenues/Expenditure Difference

The total expenditure from the proposed FY 18-19 Budget of \$9,154,320 (less the total revenue of \$7,794,270) leaves a shortfall of \$1,360,050. Historically, the City has repeatedly found a way to balance its budget throughout the fiscal year. The City Council has the option to trim this proposed budget, or review and amend it periodically throughout FY 18-19. The City will have to decide how to cover the cost for the three desalination wells project.

Recommendation

The FY 2018-2019 Budget is recommended to the City Council for approval.

**CITY OF SAND CITY
RESOLUTION SC ____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ADOPTING THE PROPOSED CITY BUDGET FOR FISCAL YEAR 2018-2019**

WHEREAS, the Budget Committee of the City Council has reviewed the Proposed Fiscal Year 2018-2019 budget and has considered the operational and capital improvement needs of the City for the upcoming fiscal year; and

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

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

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

WHEREAS, the City Council of Sand City finds the Fiscal Year 2018-2019 Proposed Budget satisfactory to commence the operations and capital programs of the City for the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City hereby resolves and orders as follows:

1. That the attached Exhibit A is hereby adopted as the Proposed City budget for FY 2018-2019 for the City of Sand City.
2. The FY 2018-2019 Proposed Budget will be periodically reviewed by the Budget Committee and adjusted by the City Council as necessary.
3. The City staff is authorized to continue City operations as generally prescribed in the FY 2018-2019 Proposed Budget and is directed to follow the general financial guidelines outlined therein.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

CITY SUMMARY

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Adopted City Amend #1 Budget FY 17-18	Proposed City Budget FY 18-19
Total City Revenues	4,941,935.39	7,546,390.00	7,420,335.00	7,794,270.00
Total City Expenditures	5,266,669.46	8,088,252.00	7,201,517.00	9,154,320.00
DIFFERENCE	-324,734.07	-541,862.00	218,818.00	-1,360,050.00

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Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Adopted City Amend #1 Budget FY 17-18	Proposed City Budget FY 18-19
Revenues for Recurring Operation	4,703,110.29	7,034,490.00	7,148,035.00	7,502,770.00
Expenditures for Recurring Oper	4,779,271.16	6,493,352.00	6,023,210.00	6,757,320.00
SUB TOTAL	-76,160.87	541,138.00	1,124,825.00	745,450.00
Special Project Revenues	238,825.10	511,900.00	272,300.00	291,500.00
Special Expenditures	487,398.30	1,594,900.00	1,178,307.00	2,397,000.00
SUB TOTAL	-248,573.20	-1,083,000.00	-906,007.00	-2,105,500.00

000095

Budget Summary City Revenues

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Adopted City Amend #1 Budget FY 17-18	Proposed City Budget FY 18-19
RECURRING REVENUES				
Property Taxes	133,460.53	142,100.00	139,300.00	150,000.00
Sales/Use Taxes	1,846,939.28	2,600,000.00	2,600,000.00	2,705,000.00
Transaction Tax	1,641,077.13	2,250,000.00	2,250,000.00	2,400,000.00
Franchise/Users Tax	191,430.57	231,800.00	267,100.00	267,500.00
Business License	479,364.79	483,500.00	482,500.00	488,000.00
Building/Plan Permits	49,834.38	71,900.00	58,300.00	71,800.00
Interest	57,607.82	35,780.00	73,620.00	78,600.00
Rental	12,293.73	15,000.00	17,900.00	18,000.00
ROPS Residual	70,340.11	75,000.00	70,400.00	120,000.00
SA Admin Fees Reimbursement	34,817.58	75,000.00	125,000.00	100,000.00
Misc. Revenues	185,944.37	204,410.00	213,915.00	253,870.00
Cal-Am	0.00	850,000.00	850,000.00	850,000.00
Subtotal Recurring Revenues	4,703,110.29	7,034,490.00	7,148,035.00	7,502,770.00
OTHER FINANCING SOURCES				
Special Project Revenues	0.00	250,000.00	0.00	0.00
Grants	238,825.10	261,900.00	272,300.00	291,500.00
Subtotal Other Revenue	238,825.10	511,900.00	272,300.00	291,500.00
Total Revenue	4,941,935.39	7,546,390.00	7,420,335.00	7,794,270.00

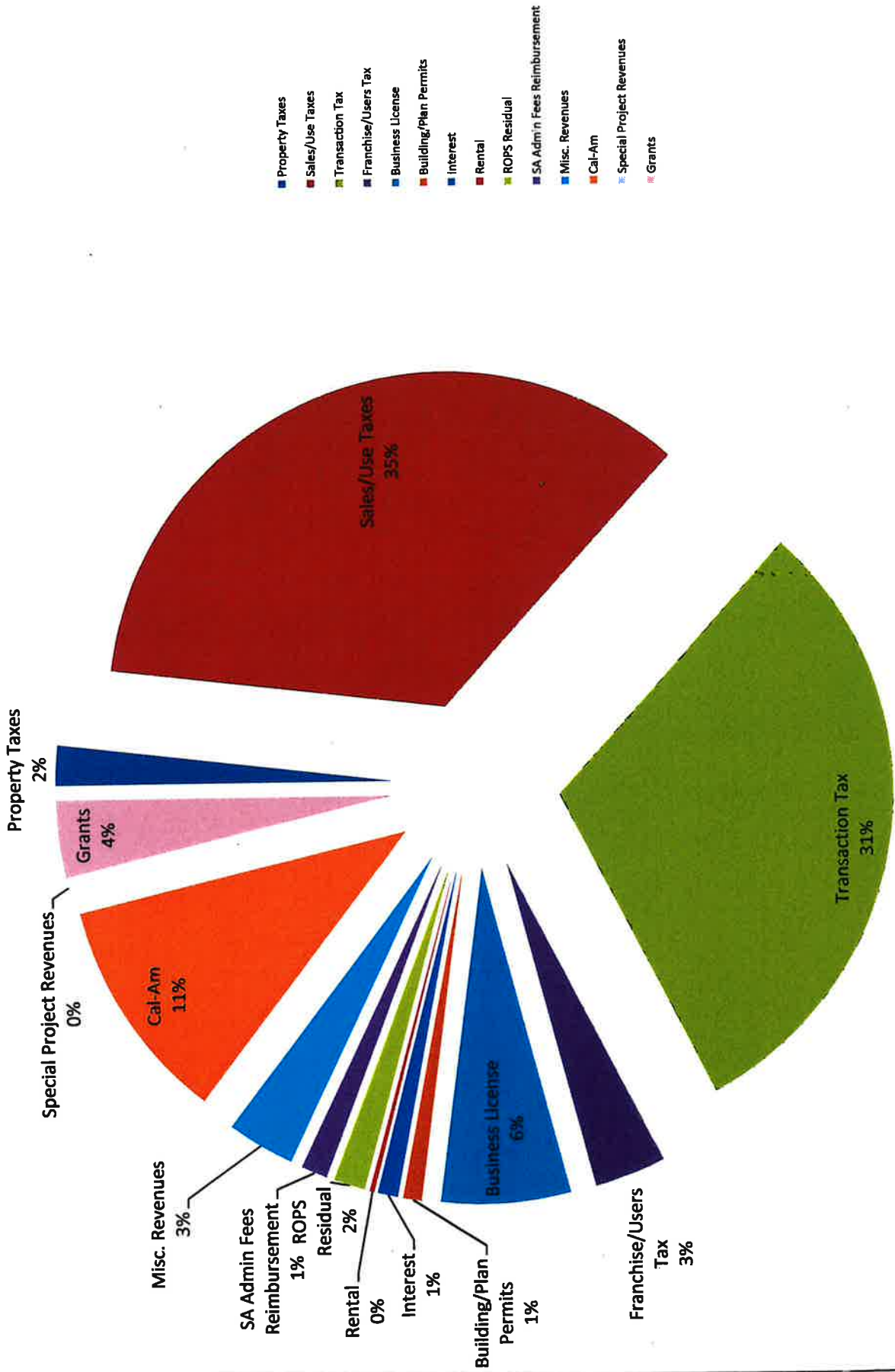
REVENUE ACCOUNT #	Description	Actual City Revenues thru Apr 18	City Adopted Revenues FY 17-18	Proposed City Amend #1 Revenues	Proposed City Revenues FY 18-19
	Dept 00-General				
4005-00	Property Tax - City	89,901.38	95,000.00	95,000.00	100,000.00
4006-00	ROPS Residual	70,340.11	75,000.00	70,400.00	120,000.00
4008-00	SA Admin Fees Reimbursement	34,817.58	75,000.00	125,000.00	100,000.00
4010-00	Prior Year Tax	930.82	1,000.00	1,000.00	1,000.00
4012-00	Property Tax VLF	28,246.00	27,000.00	28,300.00	29,000.00
4015-00	SB 813	9,485.68	10,000.00	10,000.00	10,000.00
4020-00	Prop Tax Transfer	4,896.65	9,100.00	5,000.00	10,000.00
4025-00	Users Tax	101,235.41	130,000.00	150,000.00	150,000.00
4030-00	Sales/Use Tax	1,846,939.28	2,600,000.00	2,600,000.00	2,705,000.00
4032-00	Transaction/ Use Tax 1/2 cent	1,641,077.13	2,250,000.00	2,250,000.00	2,400,000.00
4033-00	Business License CASP Fee 70%	347.00	300.00	350.00	400.00
4035-00	Cable Franchise	3,914.34	7,600.00	8,000.00	8,000.00
4040-00	Refuse Franchise	52,275.12	60,000.00	75,000.00	75,000.00
4045-00	PG & E Gas Franchise	2,453.44	2,200.00	2,500.00	2,500.00
4050-00	PG & E Electric Franchise	31,552.26	32,000.00	31,600.00	32,000.00
4055-00	Business License	477,023.51	480,000.00	480,000.00	485,000.00
4060-00	Bus Lic Late Fee	2,341.28	3,500.00	2,500.00	3,000.00
4340-00	HOPTR Tax	225.96	500.00	250.00	500.00
4350-00	Sanitation District Impact Fees	7,357.55	7,500.00	7,500.00	7,500.00
4410-00	Interest City Checking/CD	390.78	200.00	420.00	450.00
4411-00	Interest - OPEB	59.45	50.00	100.00	50.00
4413-00	Interest - City Housing	70.42	30.00	100.00	100.00
4420-00	Interest - LAIF	42,820.34	28,000.00	57,000.00	60,000.00
4450-00	Interest - TVI CDs	14,266.83	7,500.00	16,000.00	18,000.00
4500-00	West End Revenue	40,398.00	46,000.00	46,000.00	45,000.00
4501-00	Art Committee Revenue	0.00	5,000.00	0.00	10,000.00
4550-00	Publications -Copies	697.10	100.00	800.00	1,000.00
4710-00	Mitigation	0.00	1,300.00	1,300.00	1,300.00
4730-00	Other-Non Dept.	2,313.22	10,000.00	5,000.00	10,000.00
4732-00	Reimbursements	1,908.33	10,000.00	3,000.00	10,000.00
4740-00	Rental/Lease	12,293.73	15,000.00	17,900.00	18,000.00
	SUB TOTAL	4,520,578.70	5,988,880.00	6,090,020.00	6,412,800.00

REVENUE ACCOUNT #	Description	Actual City Revenues thru Apr 18	City Adopted Revenues FY 17-18	Proposed City Amend #1 Revenues	Proposed City Revenues FY 18-19
Dept 05-Planning					
4115-05	Building Permit	19,009.67	30,000.00	25,000.00	30,000.00
4120-05	Coastal Permit	500.00	1,000.00	500.00	1,000.00
4125-05	CUP	4,000.00	8,000.00	4,500.00	7,000.00
4126-05	Temporary CUP	0.00	200.00	0.00	200.00
4140-05	Mobile Home Permit	0.00	200.00	0.00	200.00
4145-05	Site Permit	0.00	1,500.00	0.00	1,500.00
4150-05	Building Development	563.50	1,000.00	600.00	1,000.00
4155-05	Design Review Comm	200.00	600.00	300.00	500.00
4160-05	Other Planning Fees	4,058.00	5,000.00	4,500.00	5,000.00
4162-05	Reimbursement Agreements	0.00	3,000.00	0.00	0.00
4165-05	Plan Check Fees	21,103.21	21,000.00	22,500.00	25,000.00
4219-05	Parking Permits	400.00	400.00	400.00	400.00
	SUB TOTAL	49,834.38	71,900.00	58,300.00	71,800.00
Dept 08-Police					
4210-08	City Fines	2,196.26	2,500.00	2,500.00	2,500.00
4221-08	SC Parking Collections	11,655.00	10,000.00	15,000.00	15,000.00
4225-08	Vehicle Abatement	0.00	150.00	0.00	0.00
4325-08	Motor Vehicle	202.12	200.00	200.00	200.00
4330-08	Prop 172 -911	232.11	250.00	250.00	250.00
4335-08	Post Reimbursement	612.14	0.00	600.00	1,000.00
4515-08	Dog Licensing	15.00	10.00	15.00	20.00
4524-08	Asset Forfeiture	1,220.83	0.00	1,500.00	1,000.00
4525-08	Unclaimed Property	63.00	100.00	100.00	100.00
4560-08	Special Police	362.44	400.00	400.00	400.00
	SUB TOTAL	16,558.90	13,610.00	20,565.00	20,470.00
Dept 11-Public Works					
10-4160-11	Engineering Fees	85,212.80	75,000.00	90,000.00	100,000.00
10-4302-11	Measure XTAMC Sales Tax for Streets	18,682.29	20,000.00	22,000.00	25,000.00
31-4305-11	Gas Tax-2105	1,567.00	2,300.00	2,300.00	2,600.00
31-4305-11	Gas Tax-2106	4,280.66	6,200.00	5,800.00	6,100.00
31-4305-11	Gas Tax-2107	2,005.57	2,900.00	2,800.00	3,100.00
31-4305-11	Gas Tax-2107.5	1,000.00	1,000.00	1,000.00	1,000.00
31-4305-11	Gas Tax-2103	1,162.07	1,600.00	1,500.00	1,900.00
31-4306-11	SBI - RMIRA - Road Maintenance & Rehab	787.61	0.00	2,200.00	6,400.00
31-4307-11	Traffic Congestion Relief - Prop 42	436.54	0.00	450.00	500.00
35-4205-11	Ca Code Fines	1,003.77	1,100.00	1,100.00	1,100.00
	SUB TOTAL	116,138.31	110,100.00	129,150.00	147,700.00

630 098

REVENUE ACCOUNT #	Description	Actual City Revenues thru Apr 18	City Adopted Revenues FY 17-18	Proposed City Amend #1 Revenues	Proposed City Revenues FY 18-19
	Other Recurring Revenues				
4833-00	Cal-Am Lease Payment	0.00	850,000.00	850,000.00	850,000.00
	SUB TOTAL	0.00	850,000.00	850,000.00	850,000.00
	Sub Total Recurring Revenues	4,703,110.29	7,034,490.00	7,148,035.00	7,502,770.00
	Special Project Revenues				
	South of Tioga		100,000.00	0.00	0.00
	Consulting Planning Assistance Reimb		50,000.00	0.00	0.00
	Ghandour - Compliance/Conditions		100,000.00	0.00	0.00
	SUB TOTAL	0.00	250,000.00	0.00	0.00
	Grants				
4069-08	COPS Grant	106,083.09	130,000.00	139,500.00	140,000.00
4647-08	Bulletproof Vest Grant	1,335.01	900.00	1,400.00	1,500.00
4733-00	Recycling Grant	5,000.00	5,000.00	5,000.00	5,000.00
4755-00	Hickory Street - TAMC RSTP	116,407.00	116,000.00	116,400.00	0.00
4729-00	MBASIA Safety Grant/Fitness	7,500.00	7,500.00	7,500.00	7,500.00
4756-00	FEMA Grant	0.00	0.00	0.00	75,000.00
	Calabrese Park CDBG Grant	0.00	0.00	0.00	60,000.00
4836-08	CSA 74 EMS Grant	2,500.00	2,500.00	2,500.00	2,500.00
	SUB TOTAL	238,825.10	261,900.00	272,300.00	291,500.00
	Sub Total Special Project/Grant Revenues	238,825.10	511,900.00	272,300.00	291,500.00
	Grand Total Revenues	4,941,935.39	7,546,390.00	7,420,335.00	7,794,270.00

FY 2017-2018 Proj d Revenues



Budget Summary City Expenditures

Description	Actuals thru 4/30/18	Adopted City Budget FY 17-18	Adopted City Amend #1 Budget FY 17-18	Proposed City Budget FY 18-19
RECURRING EXPENSES				
City Council	122,043.70	231,760.00	179,450.00	242,920.00
Administration	368,062.61	533,720.00	487,475.00	599,800.00
Finance	353,295.67	529,210.00	440,810.00	500,200.00
Attorney	142,487.12	229,860.00	195,920.00	182,500.00
Community Development	360,263.84	498,010.00	450,565.00	413,100.00
Police	1,977,208.48	2,583,800.00	2,490,650.00	2,795,800.00
Fire	278,842.00	278,900.00	278,900.00	288,900.00
Public Works	645,908.66	893,025.00	879,790.00	894,600.00
Parks	11,076.69	46,500.00	21,000.00	48,500.00
Government Buildings	28,949.75	38,000.00	33,900.00	45,200.00
Community Outreach	92,852.21	126,500.00	118,500.00	143,500.00
Non-Departmental	398,280.43	504,067.00	446,250.00	602,300.00
SUBTOTAL FOR RECURRING EXPENSES	4,779,271.16	6,493,352.00	6,023,210.00	6,757,320.00
OTHER EXPENSES				
OPEB/Retirement Obligation	0.00	650,000.00	650,000.00	450,000.00
Capital Outlay	464,333.80	686,000.00	491,407.00	1,750,000.00
Grants/Special Projects	23,064.50	258,900.00	36,900.00	197,000.00
SUBTOTAL OTHER EXPENSES	487,398.30	1,594,900.00	1,178,307.00	2,397,000.00
TOTAL EXPENSES	5,266,669.46	8,088,252.00	7,201,517.00	9,154,320.00

Proposed City 18-19
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
NON DEPARTMENT					
5005-00	Arts Committee	252.44	10,000.00	6,500.00	10,000.00
5010-00	Capital Outlay	0.00	20,000.00	0.00	20,000.00
5020-00	NBS - S. of Tioga CFD Formation	0.00	0.00	10,000.00	20,000.00
5025-00	Dues and Subscriptions	180.00	1,000.00	1,000.00	1,000.00
5026-00	Memberships/Chambers/Visitor Bureau	11,701.00	20,000.00	15,000.00	20,000.00
5070-00	Health Benefits	794.96	900.00	950.00	1,000.00
5135-00	LAFCO	4,626.93	5,000.00	4,600.00	5,000.00
5137-00	GASB 68 - Unfunded Liability	287,555.00	301,367.00	288,000.00	351,000.00
5202-00	EAP Program	972.00	1,300.00	1,000.00	1,300.00
5425-00	Technical Support	3,003.00	4,000.00	4,000.00	4,000.00
5905-00	City Events	28,475.68	35,000.00	35,000.00	35,000.00
5911-00	FORA	14,000.00	14,000.00	14,000.00	14,000.00
5920-00	Advertising	0.00	500.00	500.00	500.00
5930-00	Miscellaneous Expense	518.59	5,000.00	2,500.00	5,000.00
5935-00	Office Equipment Maint.	5,384.44	8,500.00	8,500.00	8,500.00
5940-00	Office Supplies	21,107.28	25,000.00	25,000.00	25,000.00
5945-00	Telephone	678.16	1,000.00	1,000.00	1,000.00
5950-00	Physical Exams/Vaccinations	0.00	1,200.00	1,200.00	1,200.00
5955-00	Public Official Bond	1,000.00	1,000.00	1,000.00	1,000.00
5960-00	Utilities	15,840.16	17,000.00	19,000.00	19,000.00
5970-00	Equipment Purchase	387.81	10,000.00	5,000.00	10,000.00
5980-00	Bank Charges	100.00	300.00	300.00	300.00
5998-00	Internet/Web	1,580.98	2,000.00	2,200.00	2,200.00
	TAMC Fee - Local Agency Contribution	122.00	0.00	0.00	1,300.00
5140-00	Records Retention	0.00	20,000.00	0.00	45,000.00
	SUB TOTAL NON DEPARTMENT	398,280.43	504,067.00	446,250.00	602,300.00
CITY COUNCIL					
5000-01	Municipal Code	2734.21	5,000.00	5,000.00	5,000.00
5010-01	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5022-01	MPRWA	1,800.00	1,800.00	1,800.00	2,320.00
5025-01	Dues/Subscriptions	947.00	1,500.00	1,500.00	1,500.00
5030-01	Mileage/Expense	2,000.00	3,000.00	3,000.00	3,000.00
5065-01	Dental	7,977.66	11,300.00	10,900.00	8,800.00

Proposed Ci 18-19
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5066-01	Vision	200.00	2,000.00	1,000.00	1,300.00
5070-01	Health Benefits	43,133.32	55,300.00	53,700.00	52,100.00
5071-01	Health Incentives	7,511.48	8,000.00	9,700.00	11,300.00
5073-01	Pers Retirement EE	699.82	1,600.00	1,600.00	1,600.00
5075-01	Pers Retirement	1,110.71	2,500.00	2,000.00	2,600.00
5078-01	PERS Survivor Benefits	0.00	160.00	150.00	200.00
5079-01	Deferred Comp Contribution	1,000.00	1,000.00	1,200.00	1,200.00
5080-01	FICA/Medicare	2,543.48	2,200.00	2,800.00	2,800.00
5085-01	SUI	412.07	0.00	500.00	500.00
5095-01	Training & Conferences	5,250.46	15,000.00	10,000.00	15,000.00
5100-01	Watermaster Assessment	1,040.00	2,000.00	1,100.00	1,100.00
5110-01	Council Meetings	15,000.00	18,000.00	18,000.00	18,000.00
5130-01	Contingency Funds	1,011.76	50,000.00	15,000.00	50,000.00
5131-01	Website	0.00	3,000.00	0.00	0.00
5920-01	Advertising -" Coop "-Newspaper	10,222.00	14,000.00	14,000.00	14,000.00
5925-01	Liability	0.00	0.00	0.00	12,500.00
5945-01	Council Phones	3,144.33	4,500.00	4,500.00	4,500.00
5965-01	Workers Comp	13,405.40	13,400.00	13,400.00	17,500.00
5970-01	Council Equipment	0.00	5,000.00	2,500.00	5,000.00
5985-01	Exercise Program	900.00	1,500.00	1,100.00	1,100.00
SUB TOTAL CITY COUNCIL		122,043.70	231,760.00	179,450.00	242,920.00
ADMINISTRATION					
5010-02	Capital Outlay	0.00	10,000.00	5,000.00	10,000.00
5020-02	Contract Services - Personnel/LCW	1,255.00	20,000.00	10,000.00	20,000.00
5020-02	Contract Services	4,050.00	10,000.00	10,000.00	10,000.00
5020-02	Part-Time Employee	12,228.13	20,000.00	16,000.00	0.00
5025-02	Dues/Subscriptions	1,000.00	3,000.00	2,500.00	2,500.00
5030-02	Mileage	3,000.00	4,000.00	4,000.00	4,000.00
5040-02	Salaries	210,357.20	252,500.00	252,500.00	300,800.00
5042-02	Cash Outs	12,823.49	21,600.00	17,000.00	25,000.00
5055-02	Overtime	535.65	1,000.00	1,000.00	1,000.00
5060-02	Long Term Disability	2,630.30	3,200.00	3,200.00	3,500.00
5065-02	Dental Insurance	2,903.20	4,800.00	4,800.00	4,600.00
5066-02	Vision Insurance	472.50	800.00	700.00	700.00
5067-02	Life Insurance	589.10	700.00	750.00	700.00
5070-02	Health Benefits	24,736.74	30,400.00	29,500.00	39,000.00
5071-02	Health Incentives	4,278.60	4,400.00	5,300.00	8,500.00

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5072-02	Health Benefits - Admin Retirees	11,701.62	13,600.00	14,000.00	13,800.00
5073-02	Pers Retirement EE	11,250.81	15,000.00	15,000.00	15,000.00
5075-02	Pers Retirement	21,268.47	28,800.00	28,800.00	33,900.00
5078-02	PERS Survivor Benefits	0.00	120.00	125.00	200.00
5079-02	Deferred Comp Contributions	2,000.00	2,400.00	2,400.00	3,600.00
5080-02	FICA/Medicare	3,402.09	4,200.00	4,200.00	4,200.00
5085-02	CA SUI	357.00	400.00	500.00	500.00
5095-02	Training & Conferences	8,130.20	15,000.00	12,000.00	15,000.00
5130-02	Contingency Fund	0.00	25,000.00	10,000.00	25,000.00
5210-02	Payroll Processing/Other	3,574.20	4,000.00	5,000.00	5,000.00
5220-02	Special Projects Consulting/Appraisals	0.00	10,000.00	5,000.00	10,000.00
5425-02	Tech Support - Admin	3,129.00	4,000.00	4,000.00	4,000.00
5925-02	Liability Insurance	7,400.00	7,400.00	7,400.00	7,500.00
5945-02	Admin Phones	2,448.17	4,000.00	3,500.00	4,000.00
5965-02	Workers Comp	6,988.69	7,000.00	7,000.00	21,500.00
5970-02	Equipment/ Furniture Purchase	4,487.45	5,000.00	5,000.00	5,000.00
5985-02	Exercise Program	1,065.00	1,400.00	1,300.00	1,300.00
	SUB TOTAL ADMINISTRATION	368,062.61	533,720.00	487,475.00	599,800.00
FINANCE					
5010-03	Capital Outlay - Server	0.00	10,000.00	5,000.00	25,000.00
5020-03	Contractual/Bartel - GASB	12,650.00	20,000.00	15,000.00	11,000.00
5023-03	Sales Tax/Transaction Tax Admin Fees	34,810.84	35,000.00	35,000.00	35,000.00
5025-03	Dues/Subscriptions	465.00	1,000.00	500.00	1,000.00
5030-03	Mileage	1,500.00	2,000.00	2,000.00	2,000.00
5040-03	Salaries	148,311.60	178,000.00	178,000.00	178,000.00
5040-03	New Position	0.00	80,000.00	0.00	40,000.00
5042-03	Cash Outs	8,617.94	13,700.00	11,000.00	17,000.00
5060-03	Long Term Disability	2,112.90	2,600.00	3,200.00	2,600.00
5065-03	Dental	2,140.10	2,600.00	4,000.00	1,000.00
5066-03	Vision	319.98	600.00	600.00	200.00
5067-03	Life Insurance	472.50	600.00	750.00	500.00
5070-03	Health Benefits	18,768.22	23,000.00	25,000.00	15,700.00
5071-03	Health Incentives	2,333.74	2,400.00	3,500.00	3,400.00
5073-03	Pers Retirement EE	11,532.69	15,400.00	15,400.00	15,400.00
5075-03	Pers Retirement	18,305.28	24,400.00	24,400.00	25,900.00
5078-03	PERS Survivor Benefits	0.00	80.00	100.00	100.00
5079-03	Deferred Comp Contributions	1,500.00	1,800.00	2,400.00	1,800.00

Proposed C 18-19
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5080-03	FICA/Medicare	2,195.90	2,700.00	2,600.00	2,700.00
5085-03	SUI	119.00	200.00	150.00	200.00
5095-03	Training/Conferences	889.76	5,000.00	5,000.00	5,000.00
5405-03	Property Tax Fees	1,085.00	1,400.00	1,100.00	1,400.00
5410-03	Audit	38,100.00	39,000.00	39,000.00	44,000.00
5415-03	Management Services	1,080.25	10,000.00	5,000.00	10,000.00
5415-03	Clearvue	0.00	3,500.00	0.00	0.00
5425-03	Tech Support - Finance	9,711.50	10,000.00	12,000.00	12,000.00
5440-03	BL Prop. & Sales Tax Agreements (HDL)	18,041.95	30,000.00	30,000.00	30,000.00
5925-03	Liability Insurance	4,900.00	4,900.00	4,900.00	3,800.00
5965-03	Workers Comp	4,021.62	4,030.00	4,030.00	5,300.00
5970-03	Equipment/ Furniture Purchase	9,174.90	5,000.00	11,000.00	10,000.00
5985-03	Exercise	135.00	300.00	180.00	200.00
	SUB TOTAL FINANCE	353,295.67	529,210.00	440,810.00	500,200.00
ATTORNEY					
5070-04	Health Benefits	8,995.16	11,000.00	10,700.00	0.00
5071-04	Health Incentives	1,555.84	1,600.00	1,900.00	0.00
5073-04	Pers Retirement EE	7,995.06	10,700.00	10,700.00	0.00
5075-04	Pers Retirement	12,690.09	17,000.00	17,000.00	0.00
5078-04	PERS Survivor Benefits	0.00	60.00	70.00	0.00
5080-04	FICA/Medicare	1,501.54	1,650.00	1,700.00	0.00
5085-04	SUI	119.00	150.00	150.00	0.00
5095-04	Conferences & Meetings	0.00	2,500.00	0.00	2,500.00
5510-04	Retainer	102,816.70	123,400.00	123,400.00	22,000.00
5511-04	Attorney - Contract	0.00	0.00	0.00	100,000.00
5511-04	Assistant Attorney	770.00	24,000.00	12,000.00	7,000.00
5520-04	Special Projects	0.00	0.00	0.00	20,000.00
5521-04	Outside Counsel	0.00	10,000.00	5,000.00	10,000.00
5522-04	Attorneys Costs	262.65	1,000.00	500.00	1,000.00
5540-04	Legal Contingencies	0.00	10,000.00	5,000.00	10,000.00
5545-04	Outside Counsel/HR	0.00	11,000.00	2,000.00	10,000.00
5925-04	Liability Insurance	3,100.00	3,100.00	3,100.00	0.00
5965-04	Workers Comp	2,681.08	2,700.00	2,700.00	0.00
	SUB TOTAL ATTORNEY	142,487.12	229,860.00	195,920.00	182,500.00

Proposed City 18-19
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
PLANNING					
5010-05	Capital Outlay	0.00	5,000.00	0.00	5,000.00
5020-05	Contract Services - EMC Planning	27,120.68	60,000.00	50,000.00	60,000.00
5020-05	Contract Services - EMC Vibrancy	74,637.24	78,000.00	78,000.00	5,000.00
5020-05	Consult/Economic Analyst-S of Tioga	8,500.00	20,000.00	10,000.00	10,000.00
5025-05	Dues/Subscriptions	2,057.00	2,000.00	2,100.00	2,500.00
5030-05	Mileage	1,500.00	2,000.00	2,000.00	2,000.00
5040-05	Salaries	147,705.70	177,300.00	177,300.00	177,300.00
5042-05	Cash Outs	9,056.73	14,500.00	9,500.00	15,700.00
5055-05	Overtime	1,650.57	2,000.00	2,000.00	2,500.00
5060-05	Long Term Disability	1,224.08	1,500.00	1,500.00	1,500.00
5065-05	Dental Insurance	1,911.80	2,300.00	2,300.00	1,900.00
5066-05	Vision Insurance	235.63	400.00	400.00	300.00
5067-05	Life Insurance	508.20	600.00	650.00	500.00
5070-05	Health Benefits	15,741.54	19,400.00	18,800.00	18,300.00
5071-05	Health Incentives	2,722.66	2,800.00	3,400.00	4,000.00
5072-05	Health Benefits - Planning Retirees	5,958.62	9,400.00	6,800.00	6,300.00
5073-05	Pers Retirement EE	6,379.02	8,500.00	8,500.00	8,500.00
5075-05	PERS Retirement	13,535.80	18,500.00	18,500.00	19,500.00
5078-05	PERS Survivor Benefits	0.00	30.00	35.00	50.00
5079-05	Deferred Comp Contributions	1,500.00	1,800.00	1,800.00	1,800.00
5080-05	FICA/Medicare	2,311.80	2,500.00	2,800.00	2,800.00
5085-05	SUI	119.00	150.00	150.00	150.00
5095-05	Training/Conferences	708.73	4,000.00	3,000.00	3,000.00
5320-05	Plan Check/Building Fees	18,089.37	40,000.00	30,000.00	40,000.00
5370-05	Planning - Other	10.00	3,000.00	1,000.00	2,000.00
5425-05	Tech Support - Planning	1,008.00	1,500.00	1,200.00	1,500.00
5920-05	Legal Advertising	2,920.62	6,000.00	4,000.00	6,000.00
5925-05	Liability Insurance	4,900.00	4,900.00	4,900.00	3,800.00
5945-05	Planning Phones	315.23	500.00	500.00	500.00
5965-05	Workers Comp	4,021.62	4,030.00	4,030.00	5,300.00
5970-05	Equipment	3,614.20	5,000.00	5,000.00	5,000.00
5985-05	Exercise Program	300.00	400.00	400.00	400.00
	SUB TOTAL PLANNING	360,263.84	498,010.00	450,565.00	413,100.00

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
PUBLIC SAFETY					
5010-08	Capital Outlay - Vehicle Computers	10,047.79	40,000.00	10,000.00	100,000.00
5010-08	Capital Outlay - Radios (5 years)	0.00	0.00	0.00	35,000.00
5020-08	Regional Crime Analyst - PRVNT	3,000.00	3,000.00	3,000.00	3,000.00
5020-08	Contract Services - Code Enforcement	1,440.00	12,000.00	6,000.00	12,000.00
5020-08	HR Consulting	0.00	0.00	0.00	5,000.00
5025-08	Dues and Subscriptions	1,241.00	1,500.00	1,700.00	1,700.00
5030-08	Mileage Allowance	0.00	500.00	500.00	500.00
5040-08	Salaries	980,930.27	1,200,000.00	1,178,200.00	1,211,500.00
5042-08	Cash Outs for Holiday & Overtime	154,295.01	190,000.00	160,000.00	204,300.00
5043-08	Holiday	5,555.59	10,000.00	12,000.00	10,000.00
5055-08	Overtime	4,552.65	10,000.00	10,000.00	10,000.00
5060-08	Long Term Disability	2,687.80	3,200.00	3,000.00	3,200.00
5065-08	Dental Insurance	21,832.39	26,000.00	26,000.00	23,600.00
5066-08	Vision Insurance	789.00	4,200.00	4,200.00	3,100.00
5067-08	Life Insurance	2,853.70	3,200.00	3,600.00	2,300.00
5070-08	Health Benefits	143,922.76	176,900.00	171,700.00	166,500.00
5071-08	Health Incentives	24,893.24	25,700.00	31,000.00	36,200.00
5072-08	Health Benefits - Police Retirees	34,311.97	38,000.00	44,500.00	41,300.00
5073-08	Pers Retirement EE	76,242.05	91,800.00	96,500.00	96,800.00
5075-08	Pers Retirement	155,358.95	229,800.00	235,400.00	251,800.00
5077-08	Pers Replacement Benefit Contribution	8,399.31	8,700.00	8,400.00	8,400.00
5078-08	PERS Survivor Benefits	0.00	600.00	700.00	600.00
5079-08	Deferred Comp Contributions	11,997.56	13,200.00	13,200.00	13,200.00
5080-08	FICA/Medicare	20,455.31	20,000.00	25,000.00	25,000.00
5085-08	SUI	1,687.92	1,800.00	1,800.00	1,800.00
5095-08	Training/Conferences	5,346.67	15,000.00	10,000.00	15,000.00
5096-08	Post Training	0.00	5,000.00	2,500.00	5,000.00
5130-08	Contingency	0.00	10,000.00	5,000.00	10,000.00
5710-08	Animal Regulation/Vet Services	1,500.00	500.00	2,000.00	2,500.00
5715-08	Auto Fuel	19,554.63	20,000.00	25,000.00	25,000.00
5720-08	Auto Maintenance & Repair	11,841.40	30,000.00	18,000.00	20,000.00
5721-08	Auto-Detailing	1,398.95	2,500.00	2,500.00	2,500.00
5725-08	AC/JIS/Ciets/County/T-Lines	18,962.93	20,000.00	20,000.00	20,000.00
5727-08	911 Center - Operations	0.00	40,000.00	45,600.00	45,600.00
5740-08	Employment Screening	1,579.00	4,000.00	5,000.00	5,000.00
5745-08	Equipment-Police	9,095.21	20,000.00	14,000.00	20,000.00
5746-08	Range Fees & Supplies	156.59	10,000.00	6,000.00	10,000.00

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5760-08	Booking Fees	0.00	1,500.00	1,500.00	1,500.00
5765-08	Reserve Services	31,049.79	40,500.00	40,000.00	42,500.00
5770-08	Equip/ Computer	3,952.09	10,000.00	8,000.00	10,000.00
5785-08	Police Supplies	5,529.52	10,000.00	7,000.00	10,000.00
5794-08	Special Skills	1,000.00	1,200.00	1,200.00	1,200.00
5795-08	Uniform Allowance/Purchase/Replacement	8,051.99	11,000.00	11,000.00	11,000.00
5796-08	Education	4,000.00	7,000.00	6,000.00	6,000.00
5797-08	Arrest/Investigations/Live Scan	2,193.00	5,000.00	5,000.00	5,000.00
5798-08	Tracnet & computer maintenance	24,606.40	30,000.00	30,000.00	30,000.00
5884-08	Security - Locker Room	510.02	600.00	600.00	600.00
5925-08	Liability Insurance	35,000.00	35,000.00	35,000.00	32,400.00
5929-08	Locker Room Rental Payments	1,852.10	2,300.00	2,300.00	2,300.00
5930-08	Miscellaneous	0.00	5,000.00	2,500.00	5,000.00
5934-08	NGEN Maintenance	5,043.78	6,800.00	6,800.00	6,800.00
5935-08	NGEN Infrastructure	0.00	8,000.00	7,700.00	8,000.00
5945-08	Phones/Pagers	9,344.59	13,000.00	13,000.00	13,000.00
5965-08	Worker's Compensation	103,740.20	103,800.00	103,800.00	150,700.00
5985-08	Exercise Program	2,160.00	3,600.00	3,250.00	2,900.00
	SRU Annual Contribution	0.00	0.00	0.00	5,000.00
5998-08	PD Internet	3,245.35	2,400.00	4,000.00	4,500.00
	SUB TOTAL PUBLIC SAFETY	1,977,208.48	2,583,800.00	2,490,650.00	2,795,800.00
FIRE DEPARTMENT					
5750-09	Fire Contract	278,842.00	278,900.00	278,900.00	288,900.00
	SUB TOTAL FIRE DEPARTMENT	278,842.00	278,900.00	278,900.00	288,900.00
PUBLIC WORKS					
5010-11	Capital Outlay - Truck	0.00	30,000.00	40,000.00	0.00
5010-11	Power Broom	21,532.50	25,000.00	21,600.00	0.00
5020-11	Contract Services	1,600.00	10,000.00	14,000.00	15,000.00
5020-11	Contract Services-C/D	70,927.50	71,215.00	142,000.00	80,000.00
5020-11	C/D - Storm Water	30,377.50	45,000.00	45,000.00	45,000.00
5020-11	C/D - Development Review	40,937.50	82,200.00	Included	80,000.00
5025-11	Dues and Publications	45.00	200.00	200.00	200.00
5027-11	Permits & Licenses	3,991.50	5,000.00	5,000.00	5,000.00
5028-11	Pest Control	600.00	1,000.00	800.00	1,000.00
5040-11	Salaries	144,242.08	193,100.00	176,500.00	197,300.00
5042-11	Cash Outs	2,128.74	6,000.00	9,000.00	6,000.00

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5055-11	Overtime	2,439.01	5,000.00	5,000.00	5,000.00
5060-11	Long Term Disability	1,305.57	250.00	1,600.00	1,900.00
5065-11	Dental Insurance	4,462.58	7,300.00	6,600.00	6,600.00
5066-11	Vision Insurance	404.48	1,200.00	1,200.00	900.00
5067-11	Life Insurance	564.00	800.00	800.00	600.00
5070-11	Health Benefits	34,950.84	49,800.00	53,700.00	46,900.00
5071-11	Health Incentives	6,198.06	7,300.00	9,700.00	10,200.00
5073-11	Pers Retirement EE	10,667.30	16,400.00	16,500.00	16,400.00
5075-11	Pers Retirement	16,110.02	22,600.00	20,500.00	25,700.00
5078-11	PERS Survivor Benefits	0.00	160.00	190.00	200.00
5079-11	Deferred Comp Contribution	500.00	1,800.00	1,800.00	1,800.00
5080-11	FICA/Medicare	2,495.57	3,500.00	3,500.00	3,500.00
5085-11	CA SUI	476.00	400.00	600.00	600.00
5095-11	Training/Conferences	541.35	2,000.00	2,000.00	2,000.00
5425-11	Tech Support - PW	1,281.00	2,500.00	1,600.00	2,500.00
5720-11	Vehicle Maintenance - Backhoe/Sweeper	2,043.68	10,000.00	6,000.00	10,000.00
5795-11	PW Uniform Maintenance & Replacement	2,179.23	4,000.00	3,000.00	4,000.00
5820-11	Perc Drainage System- Maintenance	0.00	8,800.00	4,400.00	8,800.00
5820-11	Storm Water 3 Year Sediment Removal	36,578.00	0.00	36,600.00	0.00
5845-11	Hope Program	41,235.62	59,500.00	59,200.00	63,200.00
5855-11	Street Lighting	8,195.04	11,000.00	12,000.00	14,000.00
5860-11	Street Work/Sidewalk Maintenance	1,644.68	15,000.00	5,000.00	10,000.00
5861-11	Adopt A Highway	2,655.00	3,600.00	3,600.00	3,600.00
5865-11	Flags/Banners	3,418.46	10,000.00	5,000.00	10,000.00
5884-11	PW Trailer Security	1,039.58	1,100.00	1,100.00	1,100.00
5885-11	PW Supplies	2,949.83	5,000.00	5,000.00	5,000.00
5888-11	Equipment Rental	1,148.63	5,000.00	2,500.00	5,000.00
5889-11	Mtry 1 Water - Stormwater/Trash Amend	10,870.70	9,400.00	10,900.00	22,000.00
5890-11	PW Contingency	0.00	10,000.00	0.00	10,000.00
5898-11	Street Signs	769.29	5,000.00	2,500.00	5,000.00
5925-11	Liability Insurance	6,138.00	6,200.00	6,200.00	7,500.00
5935-11	PW Equipment Maintenance	786.30	5,000.00	2,500.00	5,000.00
5945-11	Phones/Pagers	3,304.76	4,200.00	4,200.00	4,200.00
5961-11	Refuse/Trash/Pick Up	5,434.05	8,000.00	8,000.00	8,000.00
5963-11	Irrigation/Landscaping	0.00	0.00	0.00	5,000.00
5965-11	Worker's Comp	97,502.39	97,500.00	97,500.00	113,700.00
5970-11	Equipment Purchase	2,640.08	5,000.00	5,000.00	5,000.00

Proposed City 18-19
Expenditures

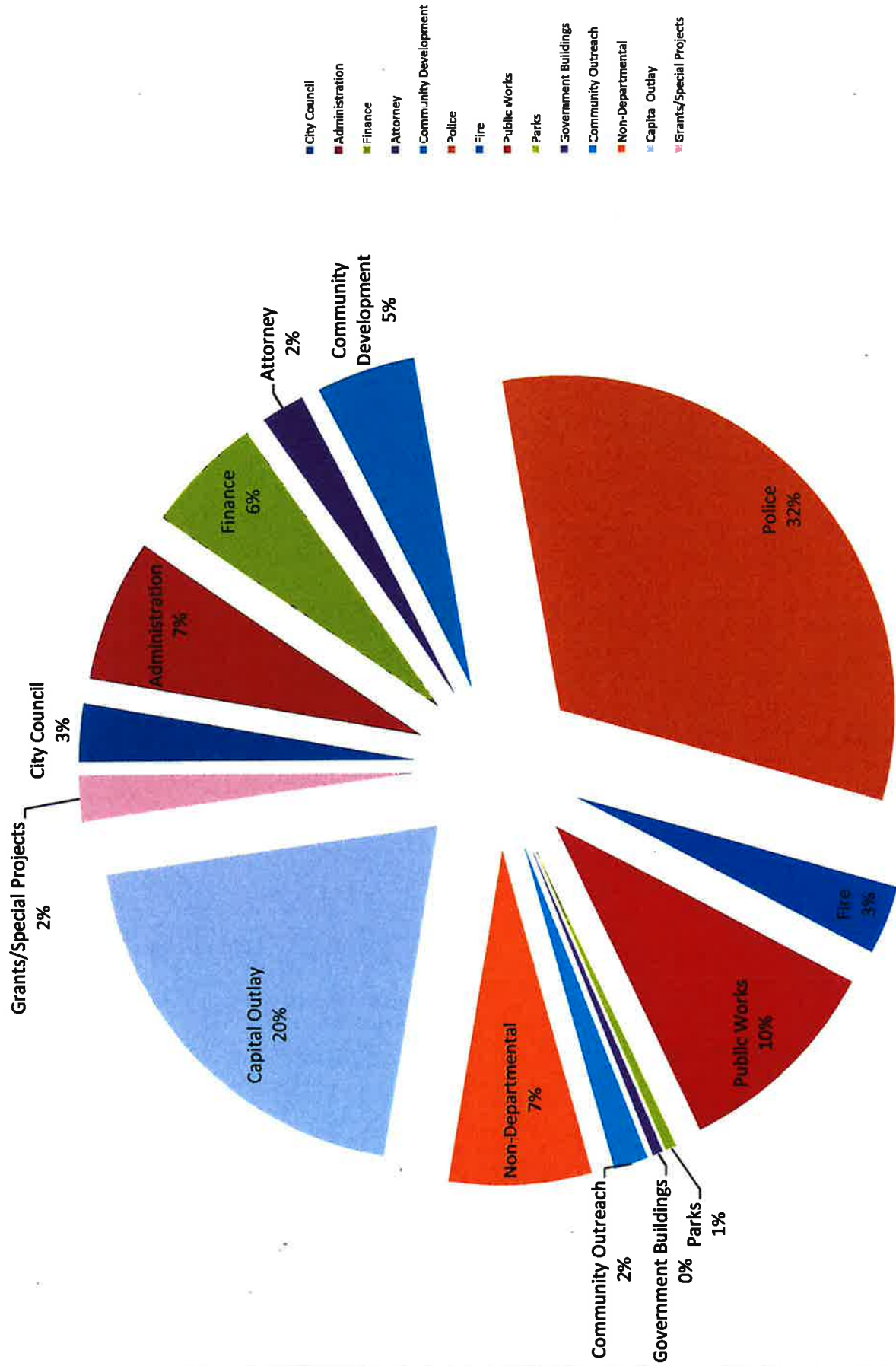
ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
5985-11	Exercise	600.00	800.00	800.00	800.00
5998-11	Internet/Cable	775.44	900.00	1,100.00	1,100.00
6620-11	Street Sweeper Lease - Principal	12,864.26	15,500.00	15,500.00	16,200.00
6621-11	Street Sweeper Lease - Interest	2,357.54	2,800.00	2,800.00	2,100.00
	SUB TOTAL PUBLIC WORKS	645,908.66	893,025.00	879,790.00	894,600.00
PARKS					
5020-12	Contract Services - Landscape/TAMC	480.50	25,000.00	3,000.00	25,000.00
5020-12	Contract Services - Arborist	2,355.00	5,000.00	5,000.00	5,000.00
5122-12	Beach Clean Up	572.19	2,000.00	1,000.00	2,000.00
5630-12	Parks Maintenance	466.68	2,500.00	1,000.00	2,500.00
5881-12	Parks Supplies	6,368.53	5,000.00	8,000.00	8,000.00
5935-12	Parks Equip. Maintenance	0.00	2,000.00	500.00	1,000.00
5970-12	Parks Equip. Purchase	843.79	5,000.00	2,500.00	5,000.00
	SUB TOTAL PARKS	11,076.69	46,500.00	21,000.00	48,500.00
GOVERNMENT BUILDINGS & FACILITIES					
5884-15	Security	1,648.70	2,000.00	2,400.00	2,200.00
5915-15	Fire/Bldg/Auto Insurance	16,435.00	16,000.00	16,500.00	18,000.00
5940-15	Government Building Supplies	0.00	0.00	0.00	5,000.00
6020-15	Maintenance & Repair	10,866.05	20,000.00	15,000.00	20,000.00
	SUB TOTAL GOVERNMENT BUILDINGS	28,949.75	38,000.00	33,900.00	45,200.00
COMMUNITY OUTREACH					
5004-18	Art Committee Events (West End)	75,175.25	85,000.00	85,000.00	85,000.00
5020-18	Contract - Community Garden	0.00	0.00	0.00	20,000.00
5873-18	Bike Trail Electric	2,568.74	5,000.00	4,000.00	5,000.00
5910-18	Donations/Contributions	8,452.26	17,000.00	15,000.00	15,000.00
6020-18	Maintenance - Bike Trails	1,535.96	5,000.00	5,000.00	5,000.00
6120-18	Disaster Supplies - EOC	0.00	1,000.00	2,500.00	2,500.00
6123-18	EOC Expenses	5,000.00	10,000.00	5,000.00	5,000.00
6124-18	Outreach - Meet City Council	120.00	2,500.00	1,000.00	5,000.00
6222-18	Boys & Girls Club	0.00	1,000.00	1,000.00	1,000.00
	SUB TOTAL COMM. OUTREACH	92,852.21	126,500.00	118,500.00	143,500.00
	SUB TOTAL FOR RECURRING	4,779,271.16	6,493,352.00	6,023,210.00	6,757,320.00

Proposed C / 18-19
Expenditures

ACCOUNT NUMBER	Description	Actual City Expenses thru Apr 18	Adopted City Budget Expenses FY 17-18	Proposed Amend #1 City Budget Expenses FY 17-18	Proposed City Budget Expenses FY 18-19
CAPITAL IMPROVEMENT/DEBT PAYMENTS					
5010-20	Hickory Street - TAMC RSTP	116,407.00	116,000.00	116,407.00	0.00
5010-20	Desal New Wells - C&D	28,550.00	420,000.00	50,000.00	25,000.00
	Duffy (\$22,847)			0.00	23,000.00
	Polaris (\$17,000)				17,000.00
	Intera (\$185,028)				185,000.00
5010-20	Desal New Wells Construction				1,500,000.00
5010-20	Hickory Street - Engineering	37,267.50	0.00	40,000.00	0.00
5010-20	Hickory Street - Construction	282,109.30	150,000.00	285,000.00	0.00
	SUB TOTAL CAPITAL IMP/DEBT	464,333.80	686,000.00	491,407.00	1,750,000.00
OPEB/RETIREMENT OBLIGATION					
5136/5138	OPEB/Retirement Obligation		650,000.00	650,000.00	450,000.00
	SUBTOTAL OPEB OBLIGATION	0.00	650,000.00	650,000.00	450,000.00
GRANTS/ SPECIAL PROJECTS					
5733-00	Recycling Grant	5,000.00	5,000.00	5,000.00	5,000.00
5736-08	Bulletproof Vest Grant	0.00	900.00	900.00	1,000.00
6362-00	CSA 74 EMS Grant	2,740.40	3,000.00	3,000.00	3,000.00
	Calabrese Park CDBG Grant				60,000.00
	TAMC Measure X Pavement Mgmt			3,000.00	3,000.00
	South of Tioga		100,000.00	0.00	0.00
	Planning Assistance/Reimbursable		50,000.00	0.00	0.00
5732-00	FEMA Grant/Bay Street - C&D	15,324.10	0.00	25,000.00	125,000.00
	Ghandour		100,000.00	0.00	
	SUBTOTAL GRANTS/ SPEC PROJECTS	23,064.50	258,900.00	36,900.00	197,000.00
	TOTAL SPECIAL OPERATIONS/PROGRAMS	487,398.30	1,594,900.00	1,178,307.00	2,397,000.00
	GRAND TOTAL EXPENSES	5,266,669.46	8,088,252.00	7,201,517.00	9,154,320.00

111

FY 2017-2018 Pr ed Expenses



AGENDA ITEM

8B - 2

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: June 12, 2018
Subject: Resolution Establishing Appropriation Limit for Fiscal Year 2018-19

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIII B of the State Constitution. Article XIII B sets limits on the amount of tax revenue that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and Local governments must adopt a resolution establishing an Appropriations Limit, also known as the "Gann Limit". Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibilities transfers.
- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the Appropriation Limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the Appropriation Limit. For the increase to remain in effect, however, it must be re-approved by voters at four year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- Tax revenues received in excess of the Appropriations Limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

The annual calculation of the Appropriations Limit must be reviewed as part of the City's annual audit.

Based on the above information, the change in California per capita personal income has been used as the price factor for the FY 2018-19 Appropriations Limit calculations.

The "population factor" to be used in calculating the Appropriations Limit is defined by the Proposition 111 as either a change in the City's population or a change in the County's population, which is greater. Per information provided by the California Department of Finance (DOF), following are the population changes from 2017-2018:

- 1) Change in City of Sand City population: 4.51%
- 2) Change in Monterey County population: 0.35%

Since Option 1 (change in City of Sand City population) is greater than the County of Monterey population change, it is recommended to be used as the City population factor for the FY 2018-19 Appropriation Limit calculations.

The City's Appropriations Limit for FY 2017-18 was \$10,820,678. The recommended change factor, as allowed by Proposition 111 due to cost of living and population is 1.08345517. This results in a FY 2018-19 Appropriation Limit of \$11,723,719.

FISCAL IMPACT

There is no fiscal impact associated with adoption of the 2018-19 Appropriations Limit, as the City is safely within its legal appropriations limit for FY 2018-19.

RECOMMENDATION

Adopt a Resolution establishing Appropriations Limit of \$11,723,719 for the City of Sand City Fiscal Year 2018-19.

ATTACHMENTS

- Resolution – Appropriation Limit FY 2018-19
- Appropriation Limits Calculation Data

CITY OF SAND CITY

RESOLUTION SC ___, 2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-2019
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

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

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

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

WHEREAS, an appropriations limit of \$10,820,678 was calculated and established for Fiscal Year 2017-18, and a new appropriations limit for Fiscal Year 2018-19 has been calculated as \$11,723,719 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation factor and population increase factor allowed by state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City that the appropriations limit for Fiscal Year 2018-19 shall be and is hereby established in the amount of \$11,723,719.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of June, 2018 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A
CITY OF SAND CITY
APPROPRIATION LIMIT CALCULATION
FISCAL YEAR 2018-2019

A.	Last Year's Limit	\$10,820,678
B.	2018-19 Per Capita of Living Change = 3.67 Population Change = 4.51 (Sand City)	
C.	Adjustment Factors	
1.	Per Capita Cost of Living converted to a ratio:	$\frac{3.67 + 100}{100} = 1.0367$
2.	Population converted to a ratio:	$\frac{4.51 + 100}{100} = 1.0451$
3.	Calculation of factor FY 2018-19	$1.0367 \times 1.0451 = 1.08345517$
	FY 2018-19 Adjustment: \$10,820,678 x 1.08345517 = <u>\$11,723,719</u>	

Fiscal Year 2018-19

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	Percent Change	— Population Minus Exclusions —	
	2017-18	1-1-17	1-1-18
Los Angeles			
Incorporated	0.54	9,168,115	9,218,034
County Total	0.51	10,221,926	10,274,346
Madera			
Incorporated	1.63	77,257	78,514
County Total	1.21	150,534	152,348
Marin			
Incorporated	0.24	193,885	194,343
County Total	0.17	259,199	259,649
Mariposa			
Incorporated	0.00	0	0
County Total	-0.14	18,055	18,030
Mendocino			
Incorporated	1.55	28,867	29,314
County Total	0.23	88,931	89,136
Merced			
Incorporated	1.63	181,891	184,852
County Total	1.73	273,951	278,693
Modoc			
Incorporated	0.84	2,844	2,868
County Total	0.42	9,484	9,524
Mono			
Incorporated	0.13	8,305	8,316
County Total	0.46	13,627	13,690
Monterey			
Incorporated	0.32	318,495	319,509
County Total	0.35	424,734	426,211

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

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change 2017-2018	— Population Minus Exclusions —		Total Population
		1-1-17	1-1-18	1-1-2018
Monterey				
Carmel-By-The-Sea	0.16	3,744	3,750	3,750
Del Rey Oaks	-0.06	1,693	1,692	1,692
Gonzales	-0.07	8,593	8,587	8,587
Greenfield	-0.05	18,016	18,007	18,007
King City	0.53	14,802	14,880	14,880
Marina	1.27	22,143	22,424	22,424
Monterey	0.11	24,586	24,614	28,323
Pacific Grove	-0.07	15,671	15,660	15,660
Salinas	0.16	161,521	161,784	161,784
X Sand City	4.51	377	394	394
Seaside	0.28	30,173	30,258	34,270
Soledad	1.65	17,176	17,459	26,246
Unincorporated	0.44	106,239	106,702	107,264
County Total	0.35	424,734	426,211	443,281

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

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$



May 2018

JUN 12 2018

Dear Fiscal Officer:

CITY OF SAND CITY

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

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

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

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

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

AGENDA ITEM

10A

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: June 12, 2018
Subject: Resolution of the City Council of Sand City Authorizing a Contract with Michael McCarthy for Human Resources Management Services

Background

For over the past 10 years, Sand City has utilized BLC Partners, LLC to update and administer personnel management regulations and procedures. The City is in ongoing need of periodic expert assistance in the personnel management field, and the ability to call upon them for assistance in areas that need specific guidance.

BLC is no longer local and not as accessible as in the past. City staff reached out to Mr. Michael McCarthy who lives in Monterey and is more accessible and responsive to the City's needs. Mr. McCarthy has worked with public agencies over 2 decades. The City is embarking on some complicated employee negotiations and staff has already engaged his services. The annual retainer for basic review and answering staff questions is \$1,800. For more complex research or any project work, the hourly rate is \$150.

The agreement and compensation between the City and Michael McCarthy for continual and periodic expert assistance and service in personnel management is budgeted for \$15,000 for Fiscal Year 2018-2019. City staff will review contract work mid fiscal year.

Staff Recommendation

It is recommended that City Council consider adopting the Resolution approving the contract with Mr. Michael McCarthy for Fiscal Year 2018-19 with an annual budget amount of \$15,000.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING A CONTRACT WITH MICHAEL MCCARTHY FOR HUMAN RESOURCES MANAGEMENT SERVICES

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

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

WHEREAS, for over 10 years, Sand City contracted with LaTonya Olivier (BLC Partners, LLC) formerly TPO Human Resources for human resources/personnel management services; and

WHEREAS, BLC is no longer local and not accessible as in the past; and

WHEREAS, Mr. Michael McCarthy was solicited and is accessible and responsive to the City's human resources needs having working with public agencies for over 20 years; and

WHEREAS, Michael McCarthy will complete the following services:

- Annual review of Sand City personnel handbook
- Annual review of Sand City Human Resources practices
- Review, as needed, of new personnel rules or regulations proposed by City and or employees
- Response to general Human Resources related questions within 24 hours (or sooner as needed)
- Response and research, as needed, of new Human Resources forms and guidelines
- For more complex research or any project work an hourly rate of \$150; and

WHEREAS, Michael McCarthy has offered and has agreed to provide the prescribed human resources services as listed in the attached agreement on an ongoing, annual basis.

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

1. The attached "contract for ongoing services" (Exhibit A) and scope of work (Exhibit B) is hereby approved for an annual fee of \$1,800.
2. Under the annual agreement, Sand City will receive a consulting rate of \$150 per hour for more complex research or any project work.

3. The Director of Administrative Services is authorized and directed to execute the attached services agreement, and will be the authorized City representative to work with Michael McCarthy.
4. The term of this agreement will be from July 1, 2018 through June 30, 2019, a twelve month period and reviewed mid fiscal year. The agreement may be terminated upon 30 days' notice by either party.
5. Michael McCarthy will maintain a current Sand City Business License for the duration of this contract.
6. The need to provide a specified amount for these services within the City's Fiscal Year 2018-2019 Budget, the estimated cost for complex research and project work is expected not to exceed \$15,000.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of June, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

HUMAN RESOURCES MANAGEMENT SERVICES AGREEMENT

Contract for Ongoing Human Resources Services

Client: City of Sand City

Consultant: Michael McCarthy

Client Address: 1 Pendergrass Way, Sand City, CA

STANDARD PROJECT CONDITIONS:

- Scope of work and services are described in the Proposal dated June 5, 2018, attached hereto and incorporated herein by reference as Exhibit B.
- Schedule for project commencement is July 1, 2018
- Annual Retainer is **\$1,800**
- For more complex research or any project work, the hourly rate is **\$150**
- All fees and other charges attributable to this agreement will be billed by Michael McCarthy monthly and shall be due and payable by Client at the time of billing unless otherwise specified.
- Consultant expenses will not be reimbursed by the Client.
- The client will pay consultant through a 1099, and that the consultant understands he will pay his own taxes.

Michael McCarthy

Todd Bodem, City Administrator

Date

Date

Michael McCarthy

1594 Josselyn Canyon Road
Monterey, CA 93941
831-869-108
mcmccarthy@hotmail.com

Todd Bodem, City Administrator
Sand City
City Hall
1 Pendergrass Way
Sand City, CA 93955

June 5, 2018

Dear Mr. Bodem:

I've enjoyed working with you, Linda and the team over the last several weeks. You and Linda mentioned that you may have interest in retaining a Human Resources firm or individual to assist with general Human Resources issues.

Given my background in Human Resources, I am very interested in continuing our relationship to provide such services.

The following is an outline of my proposed services for the period of July 1, 2018 through June 30, 2019:

- Annual review of Sand City personnel handbook
- Annual review of Sand City Human Resources practices
- Review, as needed, of new personnel rules or regulations proposed by City and or employee
- Response to general Human Resources related questions within 24 hours (or sooner as needed)
- Response and research, as needed, of new Human Resources forms or guidelines
- For more complex research or any project work, the hourly rate is \$150
- The annual retainer for above services is \$1800

While the proposal is for a one-year agreement, I recommend a mid-year review by the City to insure it is satisfied with the arrangement.

As a recent CalPERS retiree, it is important for me to define my role as an independent contractor:

- *As in independent contractor it is my role to determine how, when and where I work in order to provide the client with the product. The Client and I can and should discuss deadlines, but as an independent contractor, I am required to determine how to provide the product, provide my own working area, and to work at my own schedule, so long as the agreed-upon deadlines are met.*
- *As an independent contractor, I understand that I may (and will likely) incur business expenses that are not reimbursed by the client. For example, my home computer use, internet and phone charges, home office equipment and supplies, and mileage to meetings will not be reimbursed.*
- *As in independent contractor, the client will not provide benefits or withhold taxes. The client will pay me through a 1099, and I understand I will pay my own taxes.*

I am excited to continue our relationship and to assist you in any areas you see fit. I enjoy working with your team quite a bit and am happy to answer any questions you may have. I look forward to hearing from you.

Best,

Mike McCarthy

AGENDA ITEM

10B

July 2018

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	1	2	3 City Council Meeting	4 Independence Day	5	6	7
28	8	9	10	11	12	13	14
29	15	16	17 City Council Meeting	18	19	20	21
30	22	23	24	25	26	27	28
31	29	30	31				

10B

**AGENDA ITEM
10D**

Shelby Gorman

From: Monterey Peninsula Chamber of Commerce
<communications@montereychamber.com>
Sent: Wednesday, June 13, 2018 2:43 PM
To: connie@sandcityca.org
Subject: Member2Member - June 13, 2018



Monday, June 18
5-6 pm
Embassy Suites by Hilton Monterey Bay - Seaside
1441 Canyon Del Rey Blvd, Seaside

MPCC orientation is a comprehensive guide for all members, outlining the best ways to get involved with the Chamber. From referrals to volunteering and attending signature events to keeping your MPCC website profile up to date, the Chamber provides many opportunities for self-promotion. There will be an opportunity to speed network with other MPCC members.

Members from all backgrounds, with various interests are invited to join us at Embassy Suites by Hilton Monterey Bay - Seaside.

MONTEREY REGIONAL AIRPORT RODEO MIXER

WEDNESDAY, JUNE 20

5-7 PM

200 FRED KANE DR., MONTEREY

*JOIN US FOR THIS POPULAR JOINT
MIXER CELEBRATING THE 108TH
CALIFORNIA RODEO SALINAS AT
THE MONTEREY REGIONAL*

*AIRPORT. DON'T FORGET TO ALSO
MARK YOUR CALENDARS FOR THE
CALIFORNIA RODEO SALINAS JULY
19-20.*

REGISTER ONLINE

\$10 FOR MONTEREY PENINSULA
CHAMBER MEMBERS

\$20 FOR PROSPECTIVE MEMBERS



**SAVE THE DATE
32ND ANNUAL BUSINESS EXCELLENCE AWARDS**



**Thursday, July 26
6-10pm
Portola Hotel & Spa
2 Portola Plaza
Monterey**

[Click here to view the 2018 BEA Finalists](#)

Monterey Peninsula Chamber of Commerce,
243 El Dorado St., Suite 200, Monterey, CA 93940

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 Long Beach Winters Whittier Azusa Lemoore Susanville Hill Valley Hercules Alturas Santa Paula
 Mountain View Biggs Alhambra Arcadia Falmouth Imperial Concord Mount Shasta
 Gridley Jackson Oroville Fortuna Glendale Coalinga Upland La Verne Huntington
 Port Beach Oakdale Lodi Hermosa Beach Piedmont Sierra Madre San Anselmo Los Banos Coming Yuba City
 Turlock Larkspur Brawley Calexico Burlingame Warner Holbrook Point Loma Ross South San
 Albany Huntington Beach Roseville Dunsmuir Orland Hemet Chino Lindsay Lake Lake Hillsborough
 King City Burbank Arroyo Grande Maricopa San Fernando Glendora Chula Vista Angels
 El Cajon El Monte Beaumont Manhattan Beach Banning Sutter Creek Reedley San Gabriel San Marino Avalon
 Fillmore Corcoran Brea Davis El Cerrito Culver City Ceres Manteca Calipatria San Joaquin
 Carmel-by-the-Sea El Segundo Plymouth Ojai Parlier Hawthorne Atwater Riverbank Livingston South Gate Chowchilla
 Monte Bello Soledad Torrance Lynwood Ojai Parlier Hawthorne Atwater Riverbank Livingston South Gate Chowchilla
 Atherton Signal Hill Colma Maywood La Habra San Carlos Belmont Palmdale Laguna Beach Bell Menlo Park San Clemente
 Redwood City Westmonte Des Plaines Tulelake Shafter Palms Springs Palos Verdes Estates Woodlake Mendota Ripon Wasco Folsom
 Portola Galt Coachella Greenfield Gonzales Live Oak Barstow Millbrae Orangevale Brentwood Port Hueneme San
 Capitola Huron Campbell Fontana Carlsbad Buena Park Lone Costa Mesa Del Rey Oaks Milpitas Lakewood Seaside
 Cupertino La Palma Anderson Fremont Redwood City Los Altos Hills Cerritos Montclair Stanton Garberville Imperial Beach Cypress
 Saratoga Woodside Rolling Hills Escalante Marinette Monte Serrano Santa Fe Springs Fountain Valley City of Industry
 Bradbury Norwalk Bellflower Rolling Hills Estates Pacifica Redwood City South El Monte Walnut Union City Artesia
 Half Moon Bay Rosemead Grover Beach Lawndale City of Commerce Leo Mariani Temecula San Dimas Farnsworth
 Arvin Weed San Juan Capistrano Bell Gardens Hidden Hills Pleasant Hill Brisbane Villa Park Palmdale Redport Park Vista San
 Desert Hot Springs Ridgecrest Clayton Hawaiian Gardens Tiburon Portola Valley Moraga Thousand Oaks Camarillo Norco
 Rio Dell Carpinteria South Lake Tahoe California City Scotts Valley Loma Linda La Grange San Dimas Waterford Loma Linda
 Hughson Rancho Mirage Rancho Palos Verdes La Grange San Dimas Waterford Loma Linda
 Long Beach Grand Terrace La Habra Heights Atascadero Paradise Big Bear Lake Poway Cathedral City Westlake Village
 Danville Agoura Hills Moorpark Mammoth Lakes West Hollywood Moreno Valley Solvang
 Laguna Beach West Sacramento Twentynine Palms Highland San Luis Obispo Mission Viejo Hesperia Apple Valley Dana Point Diamond Bar
 Yucaipa Laguna Niguel Calimesa Canyon Lake Malibu Colton Mariposa Yucca Valley Chino Hills Laguna Hills Lake Forest American Canyon
 Windsor Truckee Crystal Lake Citrus Heights Laguna Woods Oakley Elk Grove Aliso Viejo Goleta Rancho Cordova Wildomar Menifee Eastvale

2018

ANNUAL CONFERENCE & EXPO

Long Beach Convention Center
www.cacities.org/AC

September 12-14, 2018
 Early Bird Registration
 Deadline: July 18



PROGRAM AT A GLANCE

(subject to change)

WEDNESDAY, SEPTEMBER 12

- 8:00 a.m. — 6:00 p.m.Registration Open
- 9:00 — 11:00 a.m.Policy Committees; AB 1234 Ethics Training
- 8:30 a.m. — 1:00 p.m.City Clerks Workshop (additional registration required)
- 11:00 a.m. — 12:00 p.m.Department Business Meetings
- 12:45 — 1:15 p.m.First Time Attendee Orientation
- 1:30 — 3:30 p.m.Opening General Session
- 3:45 — 5:00 p.m.Educational Sessions
- 5:00 — 7:00 p.m.Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
- 7:00 — 10:00 p.m.CitIPAC Leadership Reception

THURSDAY, SEPTEMBER 13

- 7:00 a.m. — 4:00 p.m.Registration Open
- 8:15 — 9:30 a.m.Educational Sessions
- 9:00 a.m. — 4:00 p.m.Expo Open
- 9:45 — 11:45 a.m.General Session
- 11:30 a.m. — 1:00 p.m.Attendee Lunch in Expo Hall
- 1:00 — 2:15 p.m.General Resolutions Committee
- 1:00 — 5:30 p.m.Educational Sessions
- 2:15 — 2:45 p.m.Caucus Board Meetings
- 4:00 — 5:30 p.m.Board of Directors Meeting
- EveningCaucus Events

FRIDAY, SEPTEMBER 14

- 7:30 a.m. — 12:00 p.m.Registration Open
- 8:00 a.m. — 12:15 p.m.Educational Sessions
- 12:30 — 2:30 p.m.Closing Luncheon & General Assembly

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.