



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

AGENDA

SAND CITY COUNCIL CHAMBERS

TUESDAY, NOVEMBER 20, 2018

5:30 P.M.



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

Regular Meeting – November 20, 2018

5:30 P.M.

CITY COUNCIL CHAMBERS

Sand City Hall, One Pendergrass Way, Sand City, CA 93955

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

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. 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 #328/CDP 88-01, Granite Rock (construction), 1755 Del Monte Blvd
- 2) CUP #478, Signature Nails (sales/service), 824 Playa Avenue
- 3) CDP 09-05, Coastal Fabrication, (welding/fabrication), 755 Redwood Avenue
- 4) CUP #534, Big Sur Marathon, (storage), 570 California Avenue
- 5) CUP #529, PJS Tile (service), 652 Redwood Avenue

- B. Approval of Sand City Council Special Meeting Minutes, November 1, 2018
- C. Approval of Sand City Council Meeting Minutes, November 6, 2018
- D. Acceptance of Request for Proposal (RFP) for the Executive Search to Formally Start the Recruitment Process for City Administrator
- E. Approval of City RESOLUTION Approving Salary Step Increase for the Public Works Foreman Position effective November 1, 2018
- F. Acceptance of Police Department Monthly Report, October 2018
- G. Acceptance of City/Successor Agency Financial Report, September 2018
- H. Approval of City RESOLUTIONS Correcting Appropriations Limit
 - 1) Approval of City RESOLUTION Rescinding City Resolution SC 17-62, 2017 and Replacing a Corrected Appropriations Limit for Fiscal Year 2017-2018 Pursuant to Article XIII B of the California Constitution
 - 2) Approval of City RESOLUTION Rescinding City Resolution SC 18-65, 2018 and Replacing a Corrected Appropriations Limit for Fiscal Year 2018-2019 Pursuant to Article XIII B of the California Constitution

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. OLD BUSINESS

- A. Engineering and Public Works Department Summary Report including the Sand City Water Supply Project, Storm Water Management Program, City Projects: West Bay St. Coastal Access Repair Project, Carroll Property Parking, TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Private Development Projects including the South of Tioga Project, and Grant Updates. Community Development and Planning Department updates by the City Administrator/City Planner

9. NEW BUSINESS

- A. Consideration of City RESOLUTION Approving the Retired Annuitant Employment Agreement for the Position of Interim City Administrator
- B. Consideration of City RESOLUTION Adopting New Terms for Reserve Police Officers for Fiscal Year 2018-2019
- C. Comments by Council Members on Meeting and Items of Interest to Sand City

D. Upcoming Meetings/Events

10. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, December 4, 2018
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

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

The current Sand City agenda is available in PDF format on our website at:

www.sandcity.org/agenda

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at One 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

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

Special Meeting – November 1, 2018
10:30 A.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting at 10:30 a.m.

The pledge of allegiance was led by Council Member Hubler.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder
Council Member Hubler
Council Member Hawthorne

Staff: Vibeke Norgaard, City Attorney
Brian Ferrante, Police Chief
Linda Scholink, Director of Administrative Services/City Clerk

AGENDA ITEM 3, COMMUNICATIONS

10:31 A.M. Floor opened for Public Comment.

There were no comments from the Public.

10:31 A.M. Floor closed to Public Comment.

AGENDA ITEM 4, NEW BUSINESS

A. Consideration and Discussion of Appointment of Interim City Administrator

Mayor Carbone introduced Fred Meurer whom the Budget/Personnel Committee had previously had previously met on October 24, 2018.

Mr. Meurer commented that the packet includes his professional profile, and a biography of work that he has performed for the last several years. He summarized his personal and comes from a family of 4 children whose father worked in construction, traveled extensively in the southwest, and was brought up with the philosophy of hard-work that has shaped who he is today. He joined the Army in 1962 and received an appointment to West

Point which was one of the best things that happened for him. Following West Point he was assigned to a nuclear weapons facility in Germany and served a tour of duty in Vietnam as an intelligence officer. He received his master's degree in water resources planning and construction management while studying at Stanford University which further introduced him to the world of public policy and the impact of State, Federal and local government on people's lives. He was assigned to permanent temporary duty to CEDAC at Fort Hunter Liggett to work as a test instructor for the Apache helicopters and hell fire missile system. As a Public Works and Housing Director for Fort Ord, he secured over 6400 homes for military families, along with a fire department for the base. The job with Fort Ord was a precursor to his employment with the City of Monterey where he accepted a position following his retirement from military service. During his tenure at the City of Monterey he was assigned projects such as the recreational bike trail, and became the Public Works Director for 4 years prior to accepting the job as City Manager in 1991 and worked at that position through December 2013. The opportunities presented to serve the public has remained Mr. Meurer's passion with the understanding that to serve the public an individual has to have a set of work ethics, leadership skills, and knowledge that all kinds of people are necessary to make a good organization work.

He expressed his desire to welcome the role of Interim City Administrator should the Council decide upon retaining his services. He currently does some consulting work for the City of Carmel primarily as a human resources consultant. Mr. Meurer mentioned that prior to accepting the position of Interim City Administrator, he must stay within the rules of PERS retirement annuitants regarding 960 hours allowed to work per year. Mr. Meurer proposed to the Council that he could spend the next two weeks working as a consultant to put together the needs of Sand City for a new City Administrator. He summarized the City's requirements/needs to include an individual who possesses a background in community development, who may be currently serving as an assistant City Administrator and/or with a public works background. A headhunter/or professional recruiting firm may be necessary to find a well-qualified person. He would also like to meet each Council Member to hear their vision for the City as well as a chance to speak with each employee to talk about expectations of ethics, service, hard work, quality of work and professionalism. He further spoke to how the City meets its Emergency Operations System, and would like to review the City budget to see where the Council's priorities are, and the things that could be done this year to accomplish those priorities.

Council Member Hawthorne commented on the budget and spoke to the City's financial future and the necessity of preparing for bad times as well.

He further commented on the recruitment process of securing a new City Administrator and whether the City can advertise to a certain degree for the position and garner results prior to securing the services of a headhunter. Mr. Meurer reported on how the City of Carmel was able to find and secure a new City Administrator. Any headhunter that is doing their job is going to look locally because the cost of housing here is astonishing. There are professional firms that provide better executive recruitment than others.

There was discussion regarding the specifics of drafting a contract with Mr. Meurer for his services, and the rules that relate to PERS retirees. Following additional explanation on the process for City Administrator recruitment and suggestions presented to the Council by Mr. Meurer, City Attorney Vibeke Norgaard clarified that a contract would be prepared for Mr. Meurer's services not to exceed 80 hours to formulate a request for qualifications (RFQ) for the recruitment of a City Administrator, and that a Resolution be prepared for Council approval to appointment Mr. Meurer as Interim City Administrator at the November 20th Council meeting.

There was consensus of the Council directing Staff and Legal Counsel to compose language for the agenda to retain the services of Mr. Meurer for the preparation of a request for qualifications (RFQ) for the recruitment of a City Administrator.

Mayor Carbone expressed her appreciation that Mr. Meurer was agreeable to assist Sand City during this transitional period.

AGENDA ITEM 5, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Hubler seconded by Council Member Hawthorne to the next regularly scheduled Council meeting on Tuesday, November 6, 2018 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 11:21 a.m.

Linda K. Scholink, City Clerk

AGENDA ITEM

6C

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

Regular Meeting – November 6, 2018
5:30 P.M.
CITY COUNCIL CHAMBERS

Mayor Carbone opened the meeting at 5:32 p.m.

Invocation was led by Reverend Jason Yarbrough.

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

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder
Council Member Hubler
Council Member Hawthorne

Staff: Vibeke Norgaard, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Charles Pooler, City Planner
Connie Horca, Deputy City Clerk/Admin. Assistant

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

Mayor Carbone announced that her report of activities should be available at the next Council meeting.

AGENDA ITEM 5, PUBLIC COMMENT

5:35 P.M. Floor opened for Public Comment.

Sand City resident Brian Clark commented on the resolution approved for Camp Transformation and that he was unclear of some conditions regarding parking and that several owners of the three adjacent properties know that the applicants proposed business would have a detrimental impact to their property values. He provided a handout on the Petition in Opposition to the Proposed Fitness Training Facility and commented on issues contained within the handout.

5:39 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. There was no discussion of the Sand City Council Meeting Minutes, October 16, 2018.
- B. There was no discussion of the City **Resolution** approving a Service Agreement with SLV Management (Stephen Vagnini) for the 2019 West End Celebration (WEC).
- C. Approval of City **Resolution** adopting New Terms and Benefits for Represented Members of the Sand City Police Officers Association for Fiscal Year 2018/2019. **This item was pulled from the Consent Calendar** for separate consideration by the City Council.
- D. There was no discussion of the City **Resolution** recognizing the Association of Monterey Bay Area Governments (AMBAG) on their 50th Anniversary and Years of Service to the Community.
- E. There was no discussion of the City **Resolution** declaring a Shelter Crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code §8698.2).
- F. There was no discussion of the Public Works Monthly Report, October 2018.
- G. There was no discussion of the City Donation/Contribution to Central Coast Bombers Baseball for \$500.

Motion to approve the Consent Calendar items 6A-B & 6D-G was made by Council Member Hawthorne, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler. NOES: None. ABSENT: None. ABSTAIN None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

Item 6C was pulled and will be considered following the presentation.

Due to the unavailability of Mr. Houlemard and Ms. Damon, the Mayor moved up Public Hearings, Agenda items 9A & 9B regarding the Update on the Regional Development Impact Fees, and the Conditional Use and Coastal Development Permits regarding the South of Tioga project.

AGENDA ITEM 9, PUBLIC HEARING

- A. **Consideration of City RESOLUTION Updating the Regional Development Impact Fees**

City Planner Charles Pooler reported that in 2008 the City Council along with the Transportation Agency of Monterey County (TAMC), several other cities, and the County of Monterey entered into a Joint Powers Agreement

Establishing the Regional Development Impact Fee Agency (RDIF) whose role is to coordinate the activities of the JPA regarding the collection, transmission, and expenditure of the RDIF. These fees would fund the cost of regional transportation improvements necessary to accommodate new development of land within the County. The RDIF schedule was approved by Sand City in 2013, and in its last 2018 update, a new zone was added to include the Fort Ord Reuse Authority (FORA) area to its current program that consists of four zones. The updated program is projected to generate \$121 million in impact fee revenues County-wide through the year 2035. This estimate is dependent upon the type, location, and pace of new development throughout the County. Staff recommends approval of the resolution to update the RDIF fee schedule.

5:46 P.M. Floor opened for Public Comment.

There was no comment from the Public.

5:46 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, updating the Regional Development Impact Fees Project was made by Council Member Hubler, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 9, PUBLIC HEARING

{Council Member Hubler stepped down from the dais due to a possible conflict of interest as an employee of a business located within 500 feet of the subject property}

- B. Consideration of City RESOLUTIONS of Conditional Use Permits and Coastal Development Permits for a 216 Room Hotel Project within the South Of Tioga Project area roughly bounded by Tioga Avenue to the northeast, California Avenue to the southeast, East Avenue to southwest, and the un-built Merle Street right-of-way to the northwest, consisting of Assessor Parcels: 011-122-002, 003, 004, 005, 010, 011, 023, 024, 025, 026, 032, 038, 039, 040, 041; 011-123-001, 004,005, 006, 007, 008, 009, 011, 022, 023, 024, 025, 026; 011-134-011; 011-135-001, 014, 015, 016, 023, 024; 011-136-007, 012, 024; and 011-186-021, 038, 039**

City Planner Charles Pooler reported that the overall South of Tioga Project proposed by DBO Development included a hotel and residential units on six new parcels which received City Council approval of the Vesting Tentative Map, Mitigation Monitoring Program, and certification of the Environmental Impact Report on June 5, 2018. Parcel H1 is proposed for a 216 guest room hotel, and parcels H1A, H2, and H2A will provide parking, landscaping, and utilities to serve the hotel. The draft permits presented to the City Council included conditions recommended by the

Planning Department staff and the City's Design Review Committee (DRC) related to parking, architecture, the need to acquire two additional parcels within the area and deed restrictions to preserve parking, utilities, and infrastructure. He continued to report on the hotel amenities that would include a lobby/reception area, administrative offices, and fitness rooms to name a few. A restaurant had been discussed but was not included as part of the approval of the Vesting Tentative Map (VTM). The developer has stated that the select service hotel does not include what can be considered a "full-scale" restaurant, but rather a dining area that serves breakfast to its guests which can be repurposed for other uses after breakfast, or used to serve appetizers in the evening.

The City's zoning code requires one parking space for each hotel room. The site design provides a total of 227 spaces, exceeding the zoning's minimum requirement by 11 spaces. Most of the spaces would be located on parcel H2. Staff surveyed 3 hotels and their parking requirements/ratios and found that the City's 1:1 ratio would be adequate to meet the hotel's demand considering the staggered times that employees and/or guests would be on-site. Staff recommends requesting the hotel management to participate with Monterey-Salinas Transit (MST), TAMC, and/or other public transportation agencies in providing alternative transportation and group discount programs for all hotels employees.

The designer provided a conceptual landscape plan that is not final, to include trees clustered together in groups of three or more where possible. The City's Public Works Foreman who has substantial experience has reviewed the proposed landscaping design and has made his recommendations of which trees should be considered and incorporated into the landscape plans.

A public hearing meeting held on Friday, October 26, 2018 was held by the Design Review Committee to consider the hotel's architectural design elements. The DRC agreed with the materials/colors proposed, but expressed concerns regarding an overuse of materials along the same wall plane and that the roof line needed slightly more articulation. The DRC's consensus was to support the overall design with modifications to address their concerns subject to final DRC-Subcommittee review prior to the submission of construction documents. The conditions of the draft Permits/Resolutions incorporate the recommendations of the DRC.

The hotel would need a minimum of 21.6 AF/yr which will be the bulk of the water demand. This does not include the service or common area, kitchen and dining facilities, landscaping or swimming pool. Until more information is provided Staff is unable to accurately calculate the water demand. Approximately 156 AF/yr is available for allocation from the desalination plant, which is sufficient to accommodate the estimated water demand for the entire South of Tioga project. As a requirement of the VTM a final Storm Water Control Plan will be required and subject to City Engineer review and approval prior to issuance of construction permits.

Mr. Pooler summarized the concept of how the stormwater will be collected and/or directed to either an underground filtration infrastructure or a bio-retention percolation system.

The attached resolutions include land entitlement permits for the hotels parcels (H1, H1A, H2 & H2A) within the South of Tioga area. These entitlements include the coastal development permits for Parcels H1A and H2A, and the conditional use permits for Parcels H1 & H2. Staff recommends approval of each resolution/entitlement permit presented for the hotel project with the conditions/terms proposed by staff and the Design Review Committee.

Mr. Tom Jacobson of Lodging Dynamics Hospitality Group reported that making a hotel as part of the community is important as well as creating it to become a drive memory experience where people will remember to come back too it. He presented a conceptual rendering of the project to the Council with the changes that the Design Review Committee recommended such as raising the parapet and changes to the textures of the exterior wall planes so that it pop outs to create a different dimension. This site would bring both transient and extended stay individuals to the hotel. Research depicts that transient guests would like to have a bistro and/or Starbucks and a café. Extended stay people want a little bit more than that, and that's where breakfast is provided and something that would be offered. Our experience in operating hotels would welcome locals to come in and use the café/bistro because they will help us animate the space and create an experience that when guests come to stay they really like the place and want to come back.

Mr. Jacobson requested that under the Architecture Section D1, page 9A-48 he spoke with the City Planner to amend that section. Mr. Pooler explained that the section addressed conditions expressing three main concerns from the DRC, which was the parapet, the up and downs of using the same material on the wall planes, and integration of windows as to not be flat with the wall surface. The amendment to the permit would strike out the language "but not necessarily limited too". Basically, the condition does address the materials being used and the recession of the window, so the language as stated is not necessary as part of permit conditions.

Council Member Hawthorne commented that when the first conceptual drawings were presented in April to the Design Review Committee, the Committee was not interested and found the original design unfavorable; however, they came back with a new design in a short period of time it was amazing to see the difference. It will be a wonderful hotel when it is completed.

Council Member Blackwelder commented that the hotel would be a statement of what Sand City is, and should embody the art, community, and culture of the City. He further expressed his appreciation on how the

principal architect tries to maintain connectivity with the West End of the City.

There was further discussion regarding the second hotel design, the placement of the courtyard, the hotel being split into two buildings, and the choice of, and species of trees that would be used. Further recommendations for light fixtures and bulbs would be forthcoming.

6:47 P.M. Floor opened for Public Comment.

Fred Watson, Professor of Environmental Science at California State University Monterey Bay commented that the Council should not proceed with approval until the Council and public have seen an analysis of the consistency of the perimeter of the applicable legislation and policy contained within the Coastal Act. An analysis of the coastal development permit with respect to the Local Coastal Program (LCP) and the Coastal Act would reveal several pertinent points relating to parking, coastal access landscaping, and environmentally sensitive habitat. He addressed Section 2.3.11 of the Local Coastal Plan's parking requirements and the United States Coastal Act Section 2 for development in areas adjacent to environmentally sensitive habitat area which was designed to prevent impacts that would significantly degrade such areas. He spoke to the native endangered plant species in the area that are cited in the Federal Register, and concluded that approval of the permits would be premature.

Council Member Hawthorne remarked that all of Mr. Watson's concerns have been addressed at previous council meetings regarding native endangered species, the Coastal Act, and other issues he had mentioned.

Sand City resident Heather Cunningham commented that she has lived in Sand City for 5 years, has heard about the project and suggested creating native plants for the habitat corridors as part of the landscape, as well as edible landscaping that can be harvested for the hotel's use. She added that a skate board park may be nice in front of the hotel, and that it would be great to have CSUMB students participate in the landscaping of the hotel.

Nicki Nedeff, President of the local Monterey Bay Chapter of the California Native Plant Society (CNPS) requested to be added to all of the City's outreach and public notice lists, and to receive information about this project and any other potential development projects within the city limits. She thanked Staff for their timely response to her public records request of the Habitat Conservation Plan. She spoke to the the two resolutions before Council for approval tonight with coastal development permit applications pending for the South of Tioga project in the areas that are within the coastal zone. The City needs to have a consistency analysis in order to move forward to make sure that items which are specified like parking, public access, and landscaping are consistent with

the City's LCP. She expressed her approval for the use of native plants in the landscaping design of the hotel as native coastal dune plants are required in the coastal zone. She mentioned that the CNPS would be happy to assist the City in suggesting potential landscaping options.

Sand City resident Tom Batcha commented on the placement of the courtyard in the design concept of the hotel, the wind factors, and overall esthetic appeal of the hotel.

Brian Clark, Sand City resident commented on the traffic impacts associated with the project. Now would be the time to instill a city-wide plan. He further spoke to the landscaping, parklets, and possible incorporation of sculpture walkways with art along the perimeter. Mr. Davis, who could not be present asked that he provide comments regarding roof top terraces and the use of modular construction.

City Planner Pooler commented that the projects zoning is CZ-C4, which was created when the shopping centers were developed. The zoning code reiterates what is in the LCP that provides location performance standards for regional commercial centers which includes retail service general commercial uses designed to reflect historical, cultural, and physical character of the area. The hotel project does this under permitted uses subject to a coastal development permit. The hotel is consistent with the coastal zones that we have on the west side of the freeway, which the city has worked extensively with a number of other agencies in terms of providing open space. It is also consistent with the LCP and the coastal zone requirements. Mr. Pooler addressed the habitat preserve area and the timeline of approval of the draft Habitat Conservation Plan. This project is addressing the habitat issue and is not within proximity to the poor and endangered species. The draft HCP is going to address the concerns of the particular species.

Richard James with EMC Planning Group referred to the slide regarding the location of the habitat area, and added that the project would be replacing public access with a new street and parklets.

Council Member Hawthorne commented that the project area is blighted and the project will provide more appeal and rid the City of old buildings that are quite dangerous and falling down. The project will provide something significant and worthwhile for the city. The parking and proposal of a new building and trying to preserve the habitat have all been addressed.

Council Member Blackwelder added that the developer should consider using quality materials due to the coastal environment.

City Planner Pooler reiterated the changes to the conditional use permit regarding the language “but not necessarily limited to” that will be removed as requested by the applicant.

1) Approving Conditional Use Permit 623 for Parcel H1 of the South of Tioga Development Project

Motion to approve the City **Resolution by title, as amended**; approving Conditional Use Permit 623 for Parcel H1 of the South of Tioga Development Project was made by Council Member Blackwelder seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: Council Member Hubler. Motion carried.

2) Approving Conditional Use Permit 624 for Parcel H2 of the South of Tioga Development Project

Motion to approve the City **Resolution** approving Conditional Use Permit 624 for Parcel H2 of the South of Tioga Development Project was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: Council Member Hubler. Motion carried.

3) Approving Coastal Development Permit 18-01 for Parcel H1A of the South of Tioga Development Project

Motion to approve the City **Resolution by title**, approving Coastal Development Permit 18-01 for Parcel H1A of the South of Tioga Development Project was made by Council Member Blackwelder seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: Council Member Hubler. Motion carried.

4) Approving Coastal Development Permit 18-02 for Parcel H2A of the South of Tioga Development Project

Motion to approve the City **Resolution** approving Coastal Development Permit 18-02 for Parcel H2A of the South of Tioga Development Project was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: Council Member Hubler. Motion carried.

{Council Member Hubler returned to the dais}

AGENDA ITEM 8, PRESENTATION

A. Presentation by Sheri Damon Prevailing Wage Coordinator and Michael Houlemard Executive Director of the Fort Ord Reuse Authority (FORA) on Update of FORA's Transition Plan and Council discussion and consideration of same {10 minutes}

Micheal Houlemard Executive Director of the Fort Ord Reuse Authority (FORA) commented that the transition planning was created from the closure of the former Fort Ord, and a single entity was formed to assist in the regions underlying efforts in the presence of the military community, and to recognize the lost jobs. FORA is not a growth program, but rather a replacement program to recover what was lost. He introduced Shari Damon who will provide a more comprehensive report.

Shari Damon reported on the process of the draft transition plan that is required to be completed within a certain timeline. The plan is supposed to assign assets and liabilities, designate responsible successor entities, and provide a schedule of remaining obligations which must be done and transmitted to LAFCO by December 30, 2018. She reported on the most recent transition plan which takes care of the administrative liabilities that is addressed by a trust fund, and the resolution that FORA is proposing. Over the years, FORA was instrumental in the creation of regional projects with an expenditure of over eight million dollars in infrastructure improvements. These projects include stoplights along Reservation Road, bike lanes along the roads, Highway 68 improvements, expansion of General Jim Moore, and Second Avenue.

The resolution includes the findings, where assets are allocated, and how land use jurisdictions would share in the transition. When funding goes away, the revenue sharing also ceases. Revenue that goes towards capital improvements would also go away. FORA is supposed to adopt the plan, LAFCO would implement and oversee the transition plan. There are contracts in place and insurance policies, and hundreds of agreements that are part of this plan. It's the most complicated dissolution in the United States.

There was discussion regarding early cleanup projects, land use controls and a process that was developed in conjunction with the army, water remediation, and FORA's involvement in the process.

7:30 P.M. Floor opened for Public Comment.

Chris Fitz of Landwatch Monterey County urged the Council to vote against the extension of the Fort Ord Base Reuse Plan and to let it sunset in 2020. The City of Sand City doesn't need controversy about its involvement with FORA's transition plan. There are other important projects that Sand City is involved with and doesn't need to be second guessing the cities that have the most at stake. The cities of Seaside and Marina and Monterey County would do a better job of striking good

agreements that are in the benefit of all, and Sand City already has a lot on its plate. I would urge you to be good neighbors to the Cities of Marina and Seaside to look for their guidance about details that relate to this transition plan.

Ms. Damon commented that the City of Monterey did vote for a limited extension of FORA to implement the transition plan. To clarify the comment regarding bureaucratic waste, the \$6 million spent for overhead at FORA is patently false, and funds were allocated towards staff expense, operational funds used to manage contracts, and implementation of the environmental protection habitat conservation program. Another important thing that FORA has accomplished was providing housing and although only 1,000 units have been built, about 4,000 have been approved. One of the biggest costs to this region is collection of fees from those housing units that have been approved already because they don't pay new fees in the absence of agreements with the developers. There are two flagship projects, campus town and the main gate project. Those 2 projects, provide housing units that are designed to be affordable to residents in Monterey County. Ms. Damon commented on technology that would bring synergy together for the protection of the environment, economic development, and diversification of different industries in the area.

7:44 P.M. Floor closed to Public Comment.

Mayor Carbone commented that Sand City is not a land holding jurisdiction even though the City has a member representative to FORA. She requested that the Council advise what they would like her to do and whether they consent to her voting on the transition plan. She has been working with the City Attorney regarding the issues and what is happening with FORA. Sand City will be well protected through this transition and that any financial obligations should be provided by future property tax revenues from the land holding jurisdictions.

Council Member Hawthorne added that the Mayor would make a wise decision on behalf of Sand City and would be the best person to represent the City.

The Mayor thanked the Mr. Houlemard and Ms. Damon for their presentation and adjourned for a brief recess.

AGENDA ITEM 6C CONSENT CALENDAR

Approval of City **Resolution** adopting New Terms and Benefits for Represented Members of the Sand City Police Officers Association for Fiscal Year 2018/2019. This item was pulled from the Consent Calendar for separate consideration.

Human Resources Consultant Michael McCarthy commented that Staff

met with the Police Officers Association over the course of several months and had very positive interactions with the group. Based on Council guidance and meetings with the POA, an agreement was reached that would be effective for the remainder of this fiscal year regarding wages. The agreement would provide a 3% salary increase for police officers, and a 4% salary increase for sergeants and the commander. A very exciting agreement was reached with retiree medical where new officers retiree medical program would end, except for lateral officers. These were the basics of our agreement which was based on Council guidance and the police officers vote.

7:53 P.M. Floor opened for Public Comment.

There was no comment from the Public.

7:53 P.M. Floor closed to Public Comment.

Motion to approve the City Resolution by title, adopting New Terms and Benefits for Represented Members of the Sand City Police Officers Association for Fiscal Year 2018/2019 was made by Council Member Blackwelder, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler. NOES: None. ABSENT None. ABSTAIN: None. Motion carried.

AGENDA ITEM 10, OLD BUSINESS

- A Engineering and Public Works Department Summary Report including the Sand City Water Supply Project, Storm Water Management Program, City Projects: West Bay St. Coastal Access Repair Project, Carroll Property Parking, TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Private Development Projects including the South of Tioga Project, and Grant Updates. Community Development and Planning Department updates by the City Administrator/City Planner**

City Engineer Leon Gomez reported that the desalination plant produced 15.7 acre feet for the month of October. The only issue is the abnormally higher than average levels of E coli at the Bay well location, which is not a call for concern. Cal-Am is contacting Monterey One Water to see if there is a potential of any leaking sewer lines in the area. An update will be provided to the Council once Staff receives communication from Cal-Am. The decision at the department head meeting was to apprise the interim city administrator of the project and what the options are for moving forward.

Staff provided updates to PG&E for their development of an estimate for undergrounding overhead utilities within the footprint of Contra Costa and Catalina Street project. Communication was received from PG&E

yesterday and Staff should be receiving those estimates in a couple of weeks.

The Southern Monterey Peninsula Integrated Water Management program Regional Water Management Group held a meeting last Thursday. Staff submitted a letter of interest in joining on behalf of the City. The purpose for joining this regional water management group, is that any city projects can vie for potential state grant funding to fund those projects whether it is the construction of our Prop 1 projects on Contra Costa, funding the future well construction as part of the water supply project and for any project that has a water resource characteristic or related. The first round of funding for the Monterey Peninsula area is in the vicinity of \$3.8 to \$4.2 million and the City has potential in requesting some of the grant funding.

This is the first year that the City has had storm water measures installed as part of the Bungalows project. The City's municipal permit requires that we obtain annual operation maintenance verification of those facilities. Staff sent out reminder letters in early October to property owners at the Bungalows and have received approximately 70% maintenance verification back.

A conditional building permit for construction of the Dayton project was issued. The applicant understands that an encroachment permit for the public improvements will not be issued until those public improvement designs are finalized for electricity and utilities.

Staff was informed by the City Clerk that the City has to establish a procurement protocol in order to receive any Federal funding. Funds received from FEMA can not be used until a procurement policy is established and adopted by resolution.

The final dollar amount for grant funding for the Calabrese Park Improvement project will be determined by the County and they have advised Staff to wait for approximately 30 days before any work commences or the City may risk not receiving funds for any work performed before we receive the green light from the County to proceed.

On behalf of the applicant for the Montgomery live work project, the project architect requested a permit for preliminary site grading and Staff has coordinated with them regarding those requirements.

AGENDA ITEM 11, NEW BUSINESS

- A. Approval of City RESOLUTION Authorizing the Mayor to Execute an Agreement With Meurer Municipal Consulting LLC to Develop Materials for Securing Executive Recruitment**

Mayor Carbone reported that the former city administrator resigned effective September 29, 2018. Upon the advice of the former City Attorney Jim Heisinger he suggested that the City contact former City of Monterey's City Manager Fred Meurer to proceed with a process to locate a new city administrator. Mr. Meurer has exceptionally broad experience in city administration and served as the City of Monterey's City Manager for approximately 23 years. Since his retirement he has consulted for the City Carmel by advising its city administrator. He has offered to provide 80 hours of consulting work at a rate of \$150 per hour to identify the city's ideal requirements for its new city administrator and to develop recruitment materials. Financial impacts of the contract would be for \$12,000. Staff recommends approval of the attached resolution.

8:08 P.M. Floor opened for Public Comment.

There was no comment from the Public.

8:08 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, authorizing the Mayor to Execute an Agreement with Meurer Municipal Consulting LLC to Develop Materials for Securing Executive Recruitment was made by Council Member Hawthorne, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler. NOES: None. ABSENT: None. ABSTAIN: Motion carried.

B. Comments by Council Members on Meeting and Items of Interest to Sand City

Council Member Hawthorne commented that an election was held tonight and results should be forthcoming later in the evening.

C. Upcoming Meetings/Events

There were no RSVP's from the City Council. The Deputy City Clerk reminded the Council of the upcoming Tree Lighting Ceremony to be held on Friday, November 30, 2018 at 6:00 P.M.

AGENDA ITEM 12, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Hubler to the next regularly scheduled Council meeting on Tuesday, November 20, 2018 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 8:10 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6D

Subject: Request for Proposal – City Administrator Executive Search Assistance

The City Council of Sand City is recruiting for a new City Administrator. They desire to retain the services of an Executive Search firm to assist in this recruitment. We are inviting you to submit a proposal in this regard.

The successful respondent will report to the City Council Budget and Personnel Sub-committee, who will direct and provide oversight for this recruitment. I will be assisting the Sub-committee and the City Council.

This request is for a full-service executive search effort with three separate components, which include:

1. All aspects of the recruitment for City Administrator, including advertisement / brochure development, identification of potential candidates, recruitment, initial screening of candidates for interview, and a candidate profile for each finalist to be interviewed by the City.
2. Assessment and testing components necessary to develop a list of finalists for the City Council's consideration and reference checking on final candidates as determined by the City Council. Finalist(s) will be presented by the City Budget and Personnel Committee to the City Council for consideration for appointment. An in-person presentation before the City Council describing your planned recruitment process may be required..
3. The selected firm will complete initial negotiations with finalists on compensation and terms of hire.

If you are interested in submitting a proposal for this recruitment, please forward your proposal with not-to-exceed costs on the above aspects of the recruitment. Your proposal should identify by line item the following costs:

1. Professional Services associated with this recruitment to include negotiations with finalist.
2. Travel and per diem expenses
3. Advertising costs
4. Brochure
 - a) design costs
 - b) printing costs

The proposal should include a timeline for conducting the recruitment, assessment, and testing, as well as your proposed strategy for seeking qualified candidates. How you will develop an understanding of the unique qualifications the new City Administrator must possess to successfully lead Sand City should also be addressed in your proposal.

The proposal must also include a list of other City Manager/Administrator recruitments conducted by your firm and their outcomes in the past 2 years, client references (including contact information), and the qualifications of those staff members intended to work on this project including their specific experience in conducting City Manager/Administrator recruitments. A copy of the City's standard professional services agreement, including our required insurance and indemnification provisions, is attached.

The City Council realizes that many firms are heavily committed with other recruitments. The Council would like to have the new City Administrator on board by June 30 but understands that finding the right candidate is the true measure of success. We request that you include your anticipated schedule for the recruitment in your response.

Your response should be forwarded to the City Clerk, City Hall, 1 Pendergrass Way, Sand City, Ca. 93955 no later than Friday, December 14, 2018 at 5:00 pm. We welcome your response by fax at (831) 394-2472, or e-mail at fmeurer@sandcityca.org with an original to follow by mail.

I can be reached at (831) 596-1688, if you have any questions regarding this request for proposal.
Sincerely,

Fred Meurer
Interim City Administrator

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of _____ between the City of Sand City ("CITY"), a municipal corporation and _____ [a sole proprietorship, partnership, limited liability partnership, 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 _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____ 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

The City Administrator or acting City Administrator (combined "City Administrator") 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. The City Administrator 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 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 _____dollars (\$__.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 Administrator 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 Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any

deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
 1 Pendergrass Way
 Sand City, CA 93955
 Attention: City Clerk

To CONSULTANT: _____

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. ***[Name of employee of Consultant]*** 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 ***[Insert name]*** 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 and 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

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

Interim City Administrator

ATTEST:

Linda Scholink, Director of Administrative Services/City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

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

EXHIBIT A

TASKS TO BE PERFORMED

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

EXHIBIT B
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. .

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.

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 Administrator 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

AGENDA ITEM

6E

Memo

To: Honorable Mayor and City Council
From: Linda Scholink, Director of Administrative Services / City Clerk
Prepared: Mike McCarthy, Human Resources Consultant
Date: November 13, 2018
Re: Public Works Foreman Step Increase



Agenda Title:

Approve City RESOLUTION to Increase the Salary Step for the Public Works Foreman.

Background:

Public Works Foreman Mark Parker joined the City in October 2017. During his tenure, he has demonstrated both outstanding skills and an outstanding work ethic. Mr. Parker recently moved to Step 4 in the 6-step salary schedule. Mr. Parker works at a level that demonstrates complete proficiency, and both the Personnel and Budget Committee and Staff recommend Mr. Parker move to step 6, recognizing his outstanding work and skillset. While this is the top step in the Public Works Foreman Class, two additional longevity steps remain at two and three-year intervals respectively.

Recommendation:

The Personnel and Budget Committee and Staff recommend that Public Works Foreman Mark Parker be elevated by two additional salary steps (from Step 4 to Step 6), effective November 1, 2018.

Financial Impact:

The ongoing annual impact is \$ 7,500.

Staff will be available to answer any questions.

CITY OF SAND CITY
RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY TO
APPROVE INCREASE TO THE SALARY STEP FOR THE PUBLIC WORKS FOREMAN
POSITION EFFECTIVE NOVEMBER 1, 2018**

WHEREAS, the City of Sand City wishes to ensure that Sand City offers an attractive salary and benefit package that is competitive with other cities on the Monterey Peninsula to retain and attract high quality City employees; and

WHEREAS, the Personnel and Budget Committee of the City Council has worked with staff to ensure that any proposed increase in salary and benefits are within the City's ability to maintain a balanced budget to continue to deliver services to its residents; and

WHEREAS, the Public Works Foreman, Mark Parker, has demonstrated a high skill level and a high work ethic since joining Sand City in October 2017; and

WHEREAS, because Mr. Parker has demonstrated a proficiency in his classification, it is appropriate to place Mr. Parker at the top step of the classification's salary schedule; and

WHEREAS, the changes referenced herein and recommended in the attached November 13, 2018 memo will be reflected in the mid-year budget amendment; and

WHEREAS, the staff recommends the following adjustments are appropriate as described in the attached November 13, 2018 memo.

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

- Increase Public Works Foreman Mark Parker's Salary step from Step 4 to Step 6 effective November 1, 2018

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGENDA ITEM

6F

SAND CITY POLICE DEPARTMENT MONTHLY REPORT

DATE: 2-Nov-18

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMEBERS

FROM: BRIAN FERRANTE, CHIEF OF POLICE

SUBJECT: POLICE ACTIVITY FOR THE MONTH OF October 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	7
Assault/Battery	2	2	12	12
Battery (spousal)	0	0	0	2
Burglary (commercial)	0	0	5	17
Burglary (residential)	0	1	2	1
Burglary (vehicle)	0	0	1	0
Theft (petty)	7	7	83	168
Theft (grand)	0	0	4	9
Theft (vehicle)	0	0	9	3
Vandalism	2	4	24	20
Arson	0	0	0	0
Forgery/Counterfiting	0	0	2	7
Fraud/Embezzlement	1	4	24	47
Health&Saftey code	10	9	92	217
Business&Professions Vio	1	0	6	11
TOTAL	23	27	266	521

ARREST

Adult Felony	8	1	48	62
Adult Misdemeanor	24	26	264	252
Juvenile Felony	0	0	0	2
Juvenile Misdemeanor	0	0	3	10
Warrants	10	5	132	365
Drunk Driving	3	1	9	3
TOTAL	45	33	456	694

[Handwritten signature] 11-6-18

	THIS	LAST	YEAR	LAST YEAR
	MONTH	MONTH	TO DATE	TO DATE
CITATIONS				
Traffic Violations	17	20	156	224
Parking Violations	17	26	285	716
Sand City Muni Code	0	0	2	11
Warrants	6	5	92	213
TOTAL	40	51	535	1164

TRAFFIC ACCIDENTS				
Non- Injury	1	2	29	51
Injury	0	0	4	0
Fatal	0	0	0	0
Hit/Run/ (property damage)	0	0	0	5
TOTAL	1	2	33	56

MISCELLANEOUS CALLS FOR SERVICE				
Accident (ACN/No Report)	1	10	43	26
Commerical Alarm (ALC)	7	5	65	80
Fire Alarm (ALF)	0	0	1	4
Residential Alarm (ALR)	0	0	1	0
Animal Call (ANX)	3	1	25	31
Agency Assist (ASP)	2	4	65	65
Vehicle (CHP180)	0	0	0	2
Civil (CIVIL)	5	3	35	44
Fire (FIRE)	0	0	1	2
Gang (GANG)	0	0	0	1
Informational (INFO)	92	89	821	587
Medical (MEDI)	8	4	49	66
Security Check (SEC)	0	0	0	7
Suspicious Cir. (SUSP)	13	11	114	148
Welfare Check (WLF)	8	8	82	97
TOTAL	139	135	1302	1160

ALL OTHER CALLS FOR SERVICE				
Complaint Initiated	66	51	573	1310
Officer Initiated	68	80	681	724
TOTAL	134	131	1254	2034

AGENDA ITEM

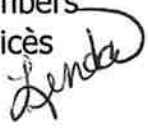
6G

INTER

MEMORANDUM

OFFICE

To: City Council/Agency Board Members
From: Director of Administrative Services
Subject: Financial Reports
Date: November 1, 2018



Attached are the financial reports for both the City of Sand City and the Sand City Successor Agency for the former Redevelopment Agency for the month of September 2018.

A. City of Sand City Reports

1. Balance Sheet Report for September 2018.
2. Revenue received in the month of September 2018-Total \$ 519,352.58
This total includes transfers).
Month End Cash Register Activity Report for September 2018.
3. Expenditures paid for in the month of September 2018-Total \$229,357.52
Month End September 2018 Accounts Payable Report
This shows all City Expenditures (excluding employee payroll)
The Payroll figure listed below includes the Employee's and the City Council.
Payroll \$ 145,698.45
Payroll taxes \$ 46,764.75
4. Current City Balances as of September 30, 2018.
Total \$ 6,459,041.82- restricted & unrestricted
(Includes, Rabobank Bank and Local Agency Investment Fund, (LAIF).
5. The City also has \$988,000 in CD's ranging from 6 months to 3 years.

B. Sand City Successor Agency for the former Redevelopment Agency Reports

1. Balance Sheet Report for September 2018
2. Revenue received in the month of September - Total \$ 181.72
Month End Cash Register Activity Report for September 2018.
3. Expenditures paid for in the month of September- \$ 2,890.50
Month End Cash Disbursement Report for September 2018.
4. Current Successor Agency Balances as of September 30, 2018
Total \$ 1,943,739.31 restricted and unrestricted (Includes Rabobank and Bond CD's).

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

- \$ 225,179.22 currently being held in CD's/reserve accounts for the 2008 Taxable bonds.

NOTES TO THE FINANCIAL REPORT

Special City Notes for September 2018

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of September 2018 are listed below. The City had a number of business license fees for FY 2018-2019 come in this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
9/19/18	22652	State of Calif.	\$ 7,500.00	Census Act Incentive
9/19/18	22653	TAMC Measure X	\$ 6,461.95	April- June for Streets
9/28/18	22675	State of California	\$208,538.50	Transaction Tax Received
9/28/18	22676	State of California	\$247,734.33	Sales Taxes Received

Transfers

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

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
There were no transfers this month.				

Month End Cash Disbursement Report - Special or Major Expenses for the Month of September 2018 are explained below.

<u>Check #</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
32676	Michael McCarthy	\$ 3,750.00	Labor Relations
32702	Fehr Engineering	\$ 2,700.00	Desal Wells Design
32730	Creegan & D'Angelo	\$29,514.50	Engineering Services, August
32746	Michael McCarthy	\$ 4,500.00	Labor Relations
32770	EMC Planning Group, Inc.	\$10,141.54	Vibrancy Plan work in August
32772	Hayashi & Wayland	\$ 4,637.50	Audit & Management Services

Successor Agency Notes for September 2018

On the Month End Cash Register Activity Report - Special or Major Receipts for the Month of September 2018 are listed below. There were no special or major receipts this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
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Transfers

There were no transfers this month.

<u>Date</u>	<u>Receipt #</u>	<u>Source</u>	<u>Amount</u>	<u>Description</u>
-------------	------------------	---------------	---------------	--------------------

Month End Cash Disbursement Report-Special or Major Expense for the Month of September 2018 is explained below. There were no major expenditures this month.

<u>Date</u>	<u>Paid To</u>	<u>Amount</u>	<u>Description</u>
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If you have any questions or concerns regarding the above reports, please let me know before the Council meeting.

City of Sand City

REPORT.: 10/17/18
 RUN....: 10/17/18
 Run By.: LINDA

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

PAGE: 001
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: September 30, 2018 Fiscal (03-19)

Assets			Acct ID
Cash Clearing Checking Account	485,842.55	99	1001
General Fund HOUSING ACCT. FROM SERAF SA	213,796.14	10	1003
General Fund CITY- OPEB POTENTIAL FUNDING	142,261.34	10	1004
General Fund Tioga Beach Clean Up Fund	120,000.00	10	1007
General Fund LAIF	5,332,345.42	10	1008
General Fund Fair market value adjustments	-4,737.64	10	1009
General Fund Investment CD	164,796.37	10	1020
General Fund Pro Equities Money Market	42,702.42	10	1080
General Fund Pro Equities CD's	987,000.00	10	1081
General Fund Cash Balance	457,121.92	10	1099
Gas Tax - 2105 Cash Balance	19,158.95	31	1099
Traffic Safety Cash Balance	1,997.03	35	1099
RMRA -Road M&R Cash Balance	1,102.58	37	1099
Measure X TAMC Cash Balance	6,461.95	38	1099
Cash Clearing Cash Balance	-485,842.55	99	1099
General Fund PROPERTY TAX RECEIVABLE	3,468.69	10	1103
General Fund SERAF RECEIVABLE	471,405.00	10	1112
General Fund Sales Tax Receivable	65,080.08	10	1115
General Fund TRANSACTION TAX RECEIVABLE	69,427.05	10	1116
General Fund Due From RA/Operating Expenses	3,626,057.91	10	1130
General Fund Due From AGENCY/Costco/Seaside	4,649,999.99	10	1140
General Fund Due RA/COP reimbursement	1,454,766.42	10	1145
Gen. Fixed Asst BIKE TRAIL INTERCONNECT-TIOGA	53,556.91	60	1273
General LTD Act AMOUNT PROVIDED FOR LTD	3,975,258.17	70	1280
Gen. Fixed Asst CIP- Wells	118,475.73	60	1288
Gen. Fixed Asst CIP-CITY ENTRANCE PROJECT	1,312.00	60	1289
Gen. Fixed Asst Land	1,005,871.95	60	1290
Gen. Fixed Asst Land Improvements	441,562.65	60	1291
Gen. Fixed Asst VEHICLE FIXED ASSET	577,164.39	60	1292
Gen. Fixed Asst Furniture and Fixtures	114,513.83	60	1293
Gen. Fixed Asst Buildings	8,538,775.38	60	1295
Gen. Fixed Asst FIXED ASSETS EQUIPMENT	2,443,943.44	60	1297
Gen. Fixed Asst CITY HALL	172,866.41	60	1298
Gen. Fixed Asst INFRASTRUCTURE- streets	5,155,456.95	60	1299
Gen. Fixed Asst ACCUMULATED DEPRECIATION	-7,322,509.32	60	1300
General LTD Act Deferred Outflow- Pers contrib	1,006,453.74	70	1400
General LTD Act Deferred Outflow- Actuarial	1,157,086.74	70	1405
General LTD Act DEFER OUTFLOWS/OPEB CONTRIBUTS	316,000.00	70	1500
Total of Assets ---->	35,580,000.59		35,580,000.59

Liabilities

Acct ID

REPORT.: 10/17/18
 RUN....: 10/17/18
 Run By.: LINDA

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

PAGE: 002
 ID #: GLBS
 CTL.: SAN

Ending Calendar Date.: September 30, 2018 Fiscal (03-19)

Liabilities

			Acct ID
General Fund STRONG MOTION	4.92	10	2010
General Fund SB1473-COUNTY PERMIT ASSESSMEN	3.00	10	2012
General Fund GHANDOUR TAMC IMPACT FEE	542,222.00	10	2013
General Fund SCSD- SEWER CAPACITY STUDY	1,200.00	10	2014
General LTD Act Compensated Absences	593,723.52	70	2020
General LTD Act NET OBEP LIABILITY/ASSET	-379,000.00	70	2025
General Fund DEFERRED REVENUE	128,832.91	10	2050
General Fund DEFERRED REVENUE RDA COP REIMB	774,766.42	10	2056
General Fund Orosco-South of Tioga	36,873.50	10	2059
General LTD Act STREET SWEEPER-CAPTIAL LEASE	52,691.28	70	2071
General Fund State Mandated CASP Fee	158.60	10	2115
General Fund Health Insurance	25,359.33	10	2150
General Fund Dental/Vision	72.04	10	2160
General Fund POLICE ASSOC. DUES	420.00	10	2180
General Fund Garnishments	2,014.98	10	2185
General Fund PEPRA RETIREMENT %	2,683.75	10	2191
General Fund AFLAC PRE TAX	69.82	10	2195
General Fund AFLAX-AFTER TAX	-69.70	10	2196
General Fund PERS SURVIVOR BENEFIT	44.00	10	2197
General LTD Act Net Pers Liability	4,882,751.46	70	2200
General LTD Act DEFERRED INFLOWS-ACTUARIAL	185,942.79	70	2500
General LTD Act DEFER INFLOWS/OPEB ACTURARIALS	54,000.00	70	2505

Total of Liabilities ---->	6,904,764.62		

FUND Balances

			Acct ID
General Fund Unappropriated Fund Balance	17,082,352.69	10	3400
Gas Tax - 2105 Unappropriated Fund Balance	16,227.76	31	3400
Traffic Safety Unappropriated Fund Balance	1,825.37	35	3400
Gen. Fixed Asst Unappropriated Fund Balance	-1,345,023.29	60	3400
General LTD Act Unappropriated Fund Balance	1,064,689.60	70	3400
Gen. Fixed Asst Investment in Fixed Assets	12,026,216.20	60	3600
Gen. Fixed Asst CAPITAL LEASE	189,797.41	60	3601
Gen. Fixed Asst Donated Assets	430,000.00	60	3602
CURRENT EARNINGS	-790,849.77		

Total of FUND Balances ---->	28,675,235.97		35,580,000.59
=====			

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	09-18	09/06/18	22583	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7858 Receipt Date: 09/06/18 ASHLEY DENNING Issued...: T0 (DEVON) Sep 06 2018 09:03 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22584	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7794 Receipt Date: 09/06/18 Paid by: DEANNA ROBERTSON Issued...: T0 (DEVON) Sep 06 2018 09:03 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22585	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7817 Receipt Date: 09/06/18 Paid by: RODRIGO BOSCHI Issued...: T0 (DEVON) Sep 06 2018 09:03 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22586	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7800 Receipt Date: 09/06/18 Paid by: MELISSA REYNOLDS Issued...: T0 (DEVON) Sep 06 2018 09:03 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22587	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7919 Receipt Date: 09/06/18 Paid by: STEVEN WADE Issued...: T0 (DEVON) Sep 06 2018 09:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	130.00
			22588	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7796 Receipt Date: 09/06/18 Paid by: SHEILA KADLECEK Issued...: T0 (DEVON) Sep 06 2018 09:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22589	C	Mis	WEST	WEST END REVENUE 2018 WEST END ATM REBATE Receipt Date: 09/06/18 Paid by: DAVID PETERSON Issued...: T0 (DEVON) Sep 06 2018 09:04 am Devon	Lazzarino Db: 99 1001 Cr: 10 4500 00	177.50
			22590	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7055 Receipt Date: 09/06/18 Paid by: MIKE BARRETT Issued...: T0 (DEVON) Sep 06 2018 09:05 am Devon	Lazzarino Db: 99 1001 Cr: 10 4221 08	40.00
			22591	C	Mis	WEST	WEST END REVENUE 2018 WEST END FRIDAY NIGHT TICKETS Receipt Date: 09/06/18 Paid by: SWEET ELENAS Issued...: T0 (DEVON) Sep 06 2018 09:05 am Devon	Lazzarino Db: 99 1001 Cr: 10 4500 00	900.00
			22592	C	Mis	COPS	COPS GRANT JULY 2018 COPS GRANT Receipt Date: 09/06/18 Paid by: COUNTY OF MONTEREY Issued...: T0 (DEVON) Sep 06 2018 09:05 am Devon	Lazzarino Db: 99 1001 Cr: 10 4069 08	8333.37
			22593	C	Mis	REN01	RENTAL INCOME SEPTEMBER 2018 CELL TOWER RENT Receipt Date: 09/06/18 Paid by: CROWN CASTLE Issued...: T0 (DEVON) Sep 06 2018 09:06 am Devon	Lazzarino Db: 99 1001 Cr: 10 4740 00	1425.78
			22594	C	Mis	UUT	UTILITY USERS TAX JULY 2018 UUT - ELECTRIC Receipt Date: 09/06/18 Paid by: MTRY BAY COMMUNITY POWER Issued...: T0 (DEVON) Sep 06 2018 09:06 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	2029.96
			22595	C	Mis	BL01	BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 10 4055 00	25.00
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90%	Lazzarino Db: 99 1001 Cr: 10 4033 00	3.60	
				Mis	CAS10	BUSINESS LICENSE CASP FEE 10%	Lazzarino Db: 99 1001 Cr: 10 2115	.40	
			22596	C	Mis	02103	NEW BUSINESS LICENSE Paid by: VIBEKE NORGAARD Issued...: T0 (DEVON) Sep 06 2018 10:14 am Devon	Lazzarino Db: 99 1001 Cr: 10 4305 11	224.19
				Mis	02105	GAS TAX 2103 AUGUST 2018 HIGHWAY USERS TAX Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 31 4305 11	185.61	
				Mis	02106	GAS TAX - 2105 31 AUGUST 2018 HIGHWAY USERS TAX Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 31 4305 11	478.40	
				Mis	02107	GAS TAX - 2106 32 AUGUST 2018 HIGHWAY USERS TAX Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 31 4305 11	79.33	
				Mis	02107	GAS TAX - 2107 33 AUGUST 2018 HIGHWAY USERS TAX Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 31 4305 11	79.33	
			22597	C	Mis	UUT	PAID BY: STATE OF CALIFORNIA Issued...: T0 (DEVON) Sep 06 2018 10:15 am Devon	Lazzarino Db: 99 1001 Cr: 10 4025 00	9633.69
			22598	C	Mis	BL01	UTILITY USERS TAX JULY 2018 UUT Receipt Date: 09/06/18 Paid by: P.G. & E. Issued...: T0 (DEVON) Sep 06 2018 10:16 am Devon	Lazzarino Db: 99 1001 Cr: 10 4055 00	150.00
				Mis	CAS90	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 10 4033 00	3.60	
				Mis	CAS90	BUSINESS LICENSE CASP FEE 90%	Lazzarino Db: 99 1001 Cr: 10 4033 00	3.60	
				Mis	CAS90	FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18	Lazzarino Db: 99 1001 Cr: 10 4033 00	3.60	

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L	Posting	Amt Paid
000	09-18	09/06/18	22598	C				BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Paid by: SALON EIGHT SEVEN Issued.: TO (DEVON) Sep 06 2018 10:19 am Devon Lazzarino	Db: 99	1001	.40
									Cr: 10	2115	
			22599	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	157.98
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22600	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	150.00
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22601	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	150.00
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22602	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	867.59
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22603	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	399.07
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22604	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	158.21
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22605	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	246.00
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22606	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	150.00
									Db: 99	1001	3.60
									Cr: 10	4033 00	
									Db: 99	1001	.40
									Cr: 10	2115	
			22607	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/06/18 Cr: 10 4055 00	Db: 99	1001	360.00

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-18	09/12/18	22625	C						
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4033 00	
							Paid by: FISK PAINTS	Db:	99 1001	.40
							Issued..: TO (DEVON) Sep 12 2018 02:28 pm Devon Lazzarino	Cr:	10 4060 00	
			22626	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	207.61
				Mis	BL02		BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	51.87
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4060 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.40
							Paid by: ASK KIRK HEATING	Cr:	10 2115	
							Issued..: TO (DEVON) Sep 12 2018 02:29 pm Devon Lazzarino	Db:	99 1001	150.00
			22627	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4055 00	
				Mis	BL02		BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	13.23
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4060 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.40
							Paid by: PENINSULA TINT	Cr:	10 2115	
							Issued..: TO (DEVON) Sep 12 2018 02:30 pm Devon Lazzarino	Db:	99 1001	2244.00
			22628	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4055 00	
				Mis	BL02		BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.96
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4060 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.40
							Paid by: CARDINALE NISSAN	Cr:	10 2115	
							Issued..: TO (DEVON) Sep 12 2018 02:30 pm Devon Lazzarino	Db:	99 1001	150.00
			22629	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4055 00	
				Mis	BL02		BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	37.50
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4060 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.40
							Paid by: WALTON PLUMBING	Cr:	10 2115	
							Issued..: TO (DEVON) Sep 12 2018 02:31 pm Devon Lazzarino	Db:	99 1001	25.00
			22630	C	Mis	BL01	BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4055 00	
				Mis	BL02		BUSINESS LIC LATE CH FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	6.25
				Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Cr:	10 4060 00	3.60
				Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/12/18	Db:	99 1001	.40
							Paid by: NATIVE SOLUTIONS	Cr:	10 2115	
							Issued..: TO (DEVON) Sep 12 2018 02:35 pm Devon Lazzarino	Db:	99 1001	40.00
			22631	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7929 Receipt Date: 09/12/18	Cr:	10 4221 08	
							Paid by: OMAR LEON			
							Issued..: TO (DEVON) Sep 12 2018 12:42 pm Devon Lazzarino	Db:	99 1001	40.00
			22632	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7880 Receipt Date: 09/12/18	Cr:	10 4221 08	
							Paid by: SARA ANDRADE			
							Issued..: TO (DEVON) Sep 12 2018 12:42 pm Devon Lazzarino	Db:	99 1001	50.00
			22633	C	Mis	DES01	DESIGN REVIEW FEE SIGN PERMIT Receipt Date: 09/12/18	Cr:	10 4155 05	
							Paid by: PRECISION PLUMBING			
							Issued..: TO (DEVON) Sep 12 2018 12:43 pm Devon Lazzarino	Db:	99 1001	158.46
			22634	C	Mis	TRA01	TRAFFIC SAFETY FUND JULY 2018 TRAFFIC Receipt Date: 09/12/18	Cr:	35 4205 11	

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-18	09/12/18	22634	C	Mis	CRI01	CRIMINAL PC1463/CITY FINES JULY 2018 TRAFFIC Receipt Date: 09/12/18	Db:	99 1001	51.25
					Mis	POC01	COUNTY/PROOF OF CORR JULY 2018 TRAFFIC Receipt Date: 09/12/18	Cr:	10 4210 08	13.20
					Mis	PTT01	COUNTY/PROPERTY TAX JULY 2018 TRAFFIC Receipt Date: 09/12/18	Db:	99 1001	74.25
					Mis	F172	1/2 TAX POLICE/PROP 172 JULY 2018 TRAFFIC Receipt Date: 09/12/18	Cr:	10 4020 00	30.89
					Mis	REV	COUNTY/REV & RECOVERY JULY 2018 TRAFFIC Receipt Date: 09/12/18	Db:	99 1001	339.55
			22635	C	Mis	UUT	Issued...: T0 (DEVON) Sep 12 2018 12:43 pm Devon Lazzarino UTILITY USERS TAX AUGUST 2018 UUT - GAS Receipt Date: 09/12/18 Paid by: VISTA ENERGY Issued...: T0 (DEVON) Sep 12 2018 12:46 pm Devon Lazzarino	Db:	99 1001	.74
							Day 09/12/18 Total ---->			3951.26
	09/19/18		22639	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7729 Receipt Date: 09/19/18 Paid by: CYRIL BROWN Issued...: T0 (DEVON) Sep 19 2018 03:26 pm Devon Lazzarino	Db:	99 1001	40.00
			22640	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7924 Receipt Date: 09/19/18 Paid by: MARIO CORDOVA Issued...: T0 (DEVON) Sep 19 2018 03:26 pm Devon Lazzarino	Db:	99 1001	40.00
			22641	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7910 Receipt Date: 09/19/18 Paid by: ALEXANDER WHITE Issued...: T0 (DEVON) Sep 19 2018 03:26 pm Devon Lazzarino	Db:	99 1001	40.00
			22642	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7817 Receipt Date: 09/19/18 Paid by: DOUGLAS CASTRO Issued...: T0 (DEVON) Sep 19 2018 03:27 pm Devon Lazzarino	Db:	99 1001	40.00
			22643	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7056 Receipt Date: 09/19/18 Paid by: JACQUELINE PERRY Issued...: T0 (DEVON) Sep 19 2018 03:27 pm Devon Lazzarino	Db:	99 1001	40.00
			22644	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7922 Receipt Date: 09/19/18 Paid by: HARRY WILLIAMS Issued...: T0 (DEVON) Sep 19 2018 03:27 pm Devon Lazzarino	Db:	99 1001	40.00
			22645	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7788 Receipt Date: 09/19/18 Paid by: CHRISTINA HERNANDEZ Issued...: T0 (DEVON) Sep 19 2018 03:28 pm Devon Lazzarino	Db:	99 1001	40.00
			22646	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7915 Receipt Date: 09/19/18 Paid by: BARBARA PETERS Issued...: T0 (DEVON) Sep 19 2018 03:28 pm Devon Lazzarino	Db:	99 1001	40.00
			22647	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7920 Receipt Date: 09/19/18 Paid by: DONALD RENTFROW Issued...: T0 (DEVON) Sep 19 2018 03:28 pm Devon Lazzarino	Db:	99 1001	130.00
			22648	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7918 Receipt Date: 09/19/18 Paid by: LISA CRIVELLO Issued...: T0 (DEVON) Sep 19 2018 03:28 pm Devon Lazzarino	Db:	99 1001	40.00
			22649	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7856 Receipt Date: 09/19/18 Paid by: JUDITH RUBOVITS Issued...: T0 (DEVON) Sep 19 2018 03:29 pm Devon Lazzarino	Db:	99 1001	40.00
			22650	C	Mis	PAR02	SAND CITY PARKING PARKING VIOLATION #7836 Receipt Date: 09/19/18 Paid by: ALFRED TRABANO Issued...: T0 (DEVON) Sep 19 2018 03:29 pm Devon Lazzarino	Db:	99 1001	40.00
			22651	C	Mis	POL01	POLICE REPORT 4560 POLICE REPORT #SA18-425 Receipt Date: 09/19/18 Paid by: LEXIS NEXIS Issued...: T0 (DEVON) Sep 19 2018 03:29 pm Devon Lazzarino	Db:	99 1001	10.00
			22652	C	Mis	MS	STATE OF CALIFORNIA LOCAL UPDATE OF CENSUS ACT INCENTIVE Receipt Date: 09/19/18 Paid by: STATE OF CALIFORNIA Issued...: T0 (DEVON) Sep 19 2018 03:30 pm Devon Lazzarino	Db:	99 1001	7500.00
			22653	C	Mis	TAMCX	TAMC MEASURE X FOR STREETS APRIL - JUNE 2018 TAMC MEASURE X	Db:	99 1001	6461.95

Reg	Period	Date	Receipt	T	Opr	ID	No	Description	G/L	Posting	Amt	Paid
000	09-18	09/19/18	22654	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - GAS Receipt Date: 09/19/18 Paid by: TIGER NATURAL GAS Issued..: TO (DEVON) Sep 19 2018 03:30 pm Devon	Lazzarino	Db: 99 1001	44.62	
										Cr: 10 4025 00		
			22655	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - GAS Receipt Date: 09/19/18 Paid by: CALPINE ENERGY Issued..: TO (DEVON) Sep 19 2018 03:31 pm Devon	Lazzarino	Db: 99 1001	44.23	
										Cr: 10 4025 00		
			22656	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - GAS Receipt Date: 09/19/18 Paid by: BLUE SPRUCE ENERGY Issued..: TO (DEVON) Sep 19 2018 03:31 pm Devon	Lazzarino	Db: 99 1001	26.10	
										Cr: 10 4025 00		
			22657	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT Receipt Date: 09/19/18 Paid by: PILOT POWER GROUP Issued..: TO (DEVON) Sep 19 2018 03:31 pm Devon	Lazzarino	Db: 99 1001	306.03	
										Cr: 10 4025 00		
			22658	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - ELECTRIC Receipt Date: 09/19/18 Paid by: DIRECT ENERGY Issued..: TO (DEVON) Sep 19 2018 03:32 pm Devon	Lazzarino	Db: 99 1001	541.26	
										Cr: 10 4025 00		
			22659	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/19/18 BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	2472.00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	3.60	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	.40	
								Paid by: LEXUS MONTEREY Issued..: TO (DEVON) Sep 19 2018 03:35 pm Devon	Lazzarino	Db: 99 1001	36.00	
			22660	C	Mis	BL01		BUSINESS LICENSE FY 18-19 BUSINESS LICENSE BALANCE Receipt Date: 09/19/18 BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE BALANCE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	3.60	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE BALANCE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	3.60	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE BALANCE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	.40	
								Paid by: OFFICE DEPOT Issued..: TO (DEVON) Sep 19 2018 03:36 pm Devon	Lazzarino	Db: 99 1001	150.00	
			22661	C	Mis	BL01		BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 09/19/18 BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	3.60	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	3.60	
					Mis	CAS10		BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 09/19/18	Lazzarino	Db: 99 1001	.40	
								Paid by: EDT TEC, INC. Issued..: TO (DEVON) Sep 19 2018 03:36 pm Devon	Lazzarino	Day 09/19/18 Total ---->	18174.19	
	09/26/18		22662	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #7771 Receipt Date: 09/26/18 Paid by: CINDY DE SANTOS Issued..: TO (DEVON) Sep 26 2018 01:41 pm Devon	Lazzarino	Db: 99 1001	40.00	
										Cr: 10 4221 08		
			22663	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #7837 Receipt Date: 09/26/18 Paid by: LUIS AREVALO Issued..: TO (DEVON) Sep 26 2018 01:41 pm Devon	Lazzarino	Db: 99 1001	50.00	
										Cr: 10 4221 08		
			22664	C	Mis	PAR02		SAND CITY PARKING PARKING VIOLATION #7977 Receipt Date: 09/26/18 Paid by: COASTAL ESTATE REAL ESTATE Issued..: TO (DEVON) Sep 26 2018 01:41 pm Devon	Lazzarino	Db: 99 1001	300.00	
										Cr: 10 4221 08		
			22665	C	Mis	WEST		WEST END REVENUE 2018 WEST END RESTROOMS SHARE Receipt Date: 09/26/18 Paid by: COMMUNITY PALETTE Issued..: TO (DEVON) Sep 26 2018 01:41 pm Devon	Lazzarino	Db: 99 1001	100.00	
										Cr: 10 4500 00		
			22666	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - ELECTRIC Receipt Date: 09/26/18 Paid by: MONTEREY BAY COMMUNITY POWER Issued..: TO (DEVON) Sep 26 2018 01:42 pm Devon	Lazzarino	Db: 99 1001	2371.50	
										Cr: 10 4025 00		
			22667	C	Mis	UUT		UTILITY USERS TAX AUGUST 2018 UUT - ELECTRIC Receipt Date: 09/26/18 Paid by: CONSTELLATION NEW ENERGY Issued..: TO (DEVON) Sep 26 2018 01:42 pm Devon	Lazzarino	Db: 99 1001	124.90	
										Cr: 10 4025 00		
			22668	C	Mis	BL01		BUSINESS LICENSE ONE TIME ONLY BUSINESS LICENSE - 2100 CALIFORNIA Receipt Date: 09/26/18 BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - 2100 CALIFORNIA Receipt Date: 09/26/18	Lazzarino	Db: 99 1001	50.00	
					Mis	CAS90		BUSINESS LICENSE CASP FEE 90% ONE TIME ONLY BUSINESS LICENSE - 2100 CALIFORNIA Receipt Date: 09/26/18	Lazzarino	Db: 99 1001	3.60	
										Cr: 10 4033 00		

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L	Posting	Amt Paid
000	09-18	09/26/18	22668	C			BUSINESS LICENSE CASP FEE 10% ONE TIME ONLY BUSINESS LICENSE - 2100 CALIFORNIA Receipt Date: 09/26/18 Paid by: WILKEYS CONSTRUCTION Issued..: TO (DEVON) Sep 26 2018 01:42 pm Devon	Db: 99	1001	.40
					Mis	CAS10		Cr: 10	2115	
			22669	C			BUSINESS LICENSE FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/26/18 Paid by: WILKEYS CONSTRUCTION Issued..: TO (DEVON) Sep 26 2018 01:42 pm Devon	Db: 99	1001	25.00
					Mis	BL01		Cr: 10	4055 00	
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/26/18	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/26/18	Cr: 10	4033 00	.40
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% FY 18-19 BUSINESS LICENSE RENEWAL Receipt Date: 09/26/18 Paid by: CREEGAN & D'ANGELO Issued..: TO (DEVON) Sep 26 2018 01:43 pm Devon	Db: 99	1001	.40
					Mis	CAS10		Cr: 10	2115	
			22670	C			UTILITY USERS TAX AUGUST 2018 UUT - GAS Receipt Date: 09/26/18 Paid by: SPARK ENERGY Issued..: TO (DEVON) Sep 26 2018 01:43 pm Devon	Db: 99	1001	1.82
					Mis	UUT		Cr: 10	4025 00	
			22671	C			BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 09/26/18 Paid by: WILKEYS CONSTRUCTION Issued..: TO (DEVON) Sep 26 2018 01:43 pm Devon	Db: 99	1001	25.00
					Mis	BL01		Cr: 10	4055 00	
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 09/26/18	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 09/26/18	Cr: 10	4033 00	.40
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 09/26/18 Paid by: PACIFIC CREST ENGINEERING Issued..: TO (DEVON) Sep 26 2018 01:43 pm Devon	Db: 99	1001	.40
					Mis	CAS10		Cr: 10	2115	
			22672	C			BUSINESS LICENSE NEW BUSINESS LICENSE Receipt Date: 09/26/18 Paid by: WILKEYS CONSTRUCTION Issued..: TO (DEVON) Sep 26 2018 01:43 pm Devon	Db: 99	1001	25.00
					Mis	BL01		Cr: 10	4055 00	
					Mis	CAS90	BUSINESS LICENSE CASP FEE 90% NEW BUSINESS LICENSE Receipt Date: 09/26/18	Db: 99	1001	3.60
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 09/26/18	Cr: 10	4033 00	.40
					Mis	CAS10	BUSINESS LICENSE CASP FEE 10% NEW BUSINESS LICENSE Receipt Date: 09/26/18 Paid by: FEHR ENGINEERING Issued..: TO (DEVON) Sep 26 2018 01:44 pm Devon	Db: 99	1001	.40
					Mis	CAS10		Cr: 10	2115	
					Mis	CAS10		Day 09/26/18 Total	----->	3129.22
09/28/18			22673	C			SAND CITY PARKING PARKING VIOLATION #7820 Receipt Date: 09/28/18 Paid by: CLAUDIA LEPE Issued..: TO (DEVON) Sep 28 2018 03:59 pm Devon	Db: 99	1001	40.00
					Mis	PAR02		Cr: 10	4221 08	
			22674	C			ROAD MAINTENANCE & REHAB AUGUST 2018 ROAD MAINTENANCE & REHAB - SB1 Receipt Date: 09/28/18 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Sep 28 2018 04:00 pm Devon	Db: 99	1001	622.62
					Mis	RMRA		Cr: 37	4306 11	
			22675	C			TRANSACTION/USE TAX JULY 2018 T/U TAX Receipt Date: 09/28/18 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Sep 28 2018 04:00 pm Devon	Db: 99	1001	208538.50
					Mis	TUT01		Cr: 10	4032 00	
			22676	C			SALES TAX RECEIVED JULY 2018 IN LIEU SALES TAX Receipt Date: 09/28/18 Paid by: STATE OF CALIFORNIA Issued..: TO (DEVON) Sep 28 2018 04:01 pm Devon	Db: 99	1001	247734.33
					Mis	STAX		Cr: 10	4030 00	
			22677	C			BUSINESS LIC LATE CH FY 17-18 BUSINESS LICENSE LATE FEE Receipt Date: 09/28/18 Paid by: CARDINALE NISSAN Issued..: TO (DEVON) Sep 28 2018 04:01 pm Devon	Db: 99	1001	560.04
					Mis	BL02		Cr: 10	4060 00	
					Mis	BL02		Day 09/28/18 Total	----->	457495.49
09/30/18			22700	C			CD INTEREST SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 Paid by: RABOBANK Issued..: TO (DEVON) Sep 30 2018 02:25 pm Devon	Db: 10	1020	7.33
					Mis	CDINT		Cr: 10	4410 00	
			22701	C			CITY HOUSING INTEREST SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 Paid by: RABOBANK Issued..: TO (DEVON) Sep 30 2018 02:27 pm Devon	Db: 10	1003	9.21
					Mis	HOU01		Cr: 10	4413 00	
			22702	C			INTEREST IN CHECKING SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 Paid by: RABOBANK Issued..: TO (DEVON) Sep 30 2018 02:37 pm Devon	Db: 99	1001	5.50
					Mis	INT01		Cr: 10	4410 00	
					Mis	INT01		Day 09/30/18 Total	----->	22.04
					Mis	INT01		Period 09-18 Total	----->	519352.58
					Mis	INT01		Register 000 Total	----->	519352.58

Check Number	Vendor Name	Invoice Description	Check Date	Gross	Check Amount
032663	AFLAC	AUGUST 2018 AFLAC PREMIUMS	09/04/18	980.65	
032664	A.T. & T.	JULY 2018 TELEPHONE BILLS	09/04/18	297.75	
032665	AVAYA, INC	AUGUST 2018 TELEPHONE LEASE	09/04/18	246.14	
032666	CANON SOLUTIONS AMERICA, INC.	JULY 2018 COPY MACHINE USAGE	09/04/18	200.56	
032667	CALIFORNIA LAW	SEPTEMBER 2018 POLICE LTD PREMIUMS	09/04/18	245.00	
032668	CORBIN WILLITS SYSTEMS	SEPTEMBER 2018 TECH SUPPORT - MOM	09/04/18	219.35	
032669	CALIFORNIA STATE DISBURSEMENT	AUGUST 2018 CHILD SUPPORT - BLACKMON	09/04/18	385.00	
032670	FRANCHISE TAX BOARD	AUGUST 2018 WITHHOLDING ORDER - PARKER	09/04/18	1629.98	
032671	GRANITEROCK CO # 29137	CEDAR CHIPS FOR COMMUNITY GARDEN	09/04/18	1426.12	
032672	MONTEREY COUNTY HERALD	NEWSPAPER SUBSCRIPTION RENEWAL - 12 WEEKS	09/04/18	83.65	
032673	HUMANA INSURANCE COMPANY	SEPTEMBER 2018 DENTAL, LIFE AND VISION	09/04/18	3585.12	
032674	IIMC	ANNUAL MEMBERSHIP RENEWAL - CONNIE	09/04/18	100.00	
032674	IIMC	ANNUAL MEMBERSHIP RENEWAL - LINDA	09/04/18	185.00	
032675	MARTINS IRRIGATION SUPPLY	WEED FABRIC FOR COMMUNITY GARDEN	09/04/18	148.34	
032675	MARTINS IRRIGATION SUPPLY	WEED FABRIC FOR COMMUNITY GARDEN	09/04/18	65.95	
032676	MICHAEL C MCCARTHY	AUGUST 1-15 2018 LABOR RELATIONS	09/04/18	3750.00	
032677	MCGRATH RENTCORP	SEPTEMBER 2018 POLICE LOCKER ROOM RENTAL	09/04/18	209.90	
032678	CITY OF MONTEREY	JULY 2018 INSPECTIONS & PLAN CHECKS	09/04/18	839.00	
032679	NAPA AUTO PARTS	BATTERY FOR P/W DUMP TRUCK	09/04/18	259.81	
032680	OHIO NATIONAL LIFE	SEPTEMBER 2018 LIFE INSURANCE PREMIUMS	09/04/18	69.55	
032681	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/04/18	135.41	
032682	PITNEY BOWES	REPLENISH POSTAGE MACHINE	09/04/18	500.00	
032683	DAVID W. JANSEN	CONNIE MONITOR ISSUES	09/04/18	168.00	
032684	RYAN RANCH PRINTERS	500 BUSINESS CARD IMPRINTS	09/04/18	65.25	
032685	SAND CITY POLICE OFFICERS	SEPTEMBER 2018 POA DUES	09/04/18	350.00	
032686	SUN LIFE FINANCIAL	SEPTEMBER 2018 LTD PREMIUMS	09/04/18	753.86	
032687	URETSKY SECURITY	2018 WEST END SECURITY	09/04/18	900.00	
032688	MARY ANN WEEMS	FOR SEPTEMBER 2018	09/04/18	191.15	
032689	THE WESTIN LONG BEACH	2018 LOCC HOTEL - GREG HAWTHORNE	09/04/18	743.04	
032689	THE WESTIN LONG BEACH	2018 LOCC HOTEL - MAYOR CARBONE	09/04/18	743.04	
032690	THE WESTIN LONG BEACH	2018 LOCC HOTEL - MAYOR CARBONE	09/05/18	743.04	
032691	THE WESTIN LONG BEACH	2018 LOCC HOTEL - GREG HAWTHORNE	09/05/18	743.04	
32663B	ADP, INC	P/R PROCESSING CHARGES FOR PERIOD ENDING 8/31/18	09/07/18	291.04	
32663A	PERS - MEDICAL	SEPTEMBER 2018 PERS HEALTH PREMIUMS	09/10/18	22010.56	
032692	RABOBANK VISA CARD	MAYOR CARBONE/KELLY MORGAN LUNCH 8/4/18	09/11/18	59.54	
032693	RABOBANK VISA CARD	AUGUST 2018 COSTCO SUPPLIES	09/11/18	946.45	
032694	RABOBANK VISA CARD	PHONE CASE, HEISINGER RETIREMENT	09/11/18	469.92	
032695	RABOBANK VISA CARD	HARASSMENT CLASSES FOR EMPLOYEES	09/11/18	562.50	
032696	AMERIPRIDE SERVICES	AUGUST 2018 LAUNDRY SERVICE	09/11/18	580.50	
032697	MONTEREY COUNTY WEEKLY	AUGUST 2018 CO-OP ADVERTISING	09/11/18	1614.00	
032698	COMCAST	SEPTEMBER 2018 POLICE INTERNET	09/11/18	151.16	
032699	CSG CONSULTANTS, INC.	JULY 2018 CODE ENFORCEMENT SERVICES	09/11/18	1440.00	
032700	EMERGENCY VEHICLE SPECIALISTS,	INSTALL POLICE BODY CAMERAS IN VEHICLES	09/11/18	1050.00	
032701	EWING IRRIGATION PRODUCTS, INC	FERTILIZER FOR COMMUNITY GARDEN	09/11/18	132.08	
032702	FEHR ENGINEERING COMPANY, INC.	DESAL WELLS DESIGN SERVICES	09/11/18	2700.00	
032703	GOLDEN STATE PORTABLES	2018 WEST END RESTROOMS	09/11/18	2818.81	
032704	SHELBY GORMAN	RECORDS RETENTION CONFERENCE EXPENSE REIMBURSEMENT	09/11/18	663.69	
032705	HOME DEPOT CREDIT SERVICE	AUGUST 2018 SUPPLIES	09/11/18	540.72	
032706	LEHR	LIGHT BAR, LIGHTS FOR NEW P/W TRUCK	09/11/18	2937.32	
032707	MAPLETON COMMUNICATIONS LLC	2018 WEST END ADVERTISING	09/11/18	3250.00	
032708	PATRICIO R. PADILLA	JULY 14, 2018 JANITORIAL SERVICE	09/11/18	250.00	
032709	TONI MINERVA	2018 WEST END EXPENSE REIMBURSEMENT	09/11/18	144.53	
032710	MONTEREY TIRE SERVICE, INC	FLAT REPAIR FOR POLICE UNIT 91	09/11/18	20.73	
032711	MONTEREY PENINSULA	9/19/18 MPCC LEADERSHIP LUNCHEON	09/11/18	50.00	
032712	VIBEKE NORGGAARD	AUGUST 2018 ATTORNEY SERVICES	09/11/18	3500.00	
032713	OFFICE DEPOT, INC.	AUGUST 2018 SUPPLIES	09/11/18	971.16	
032714	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/11/18	76.61	
032715	RED SHIRT INTERNET SRVCS	SEPTEMBER 2018 CITY DSL, WEB & EMAIL	09/11/18	51.98	
032715	RED SHIRT INTERNET SRVCS	SEPTEMBER 2018 POLICE DSL, WEB & EMAIL	09/11/18	41.95	
032716	RENTAL DEPOT - MONTEREY	WET SAW RENTAL FOR COMMUNITY GARDEN	09/11/18	113.50	
032717	SEASIDE GARDEN CENTER	POTTING SOIL FOR COMMUNITY GARDEN	09/11/18	306.12	
032718	STEPHEN L. VAGNINI	BAND FOR 8/31/18 RETIREMENT - HEISINGER	09/11/18	500.00	
032719	SALINAS VALLEY PRO SQUAD	UNIFORM ITEMS FOR NEW RESERVE OFFICER	09/11/18	498.34	
032720	THE PIN CENTER	NAME BADGES FOR 5 COUNCIL MEMBERS	09/11/18	244.50	
032721	RABOBANK VISA CARD	FIVE GUYS LUNCH FOR STAFF 8/16/18	09/11/18	112.00	
32663C	PUBLIC EMPLOYEES RET. SYS	AUGUST 2018 PERS RETIREMENT CONTRIBUTIONS	09/14/18	47782.56	
32663D	ADP, INC	2ND QUARTER 2018 QUARTERLY DOCS SHIPPING	09/14/18	19.80	
32663E	RABOBANK	2 STOP PAYMENT FEES	09/17/18	50.00	
032722	ALTERNATOR AND STARTER EXCHANG	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	110.00	
032723	AT & T	AUGUST 2018 POLICE TRACNET PHONE LINE	09/18/18	119.32	
032724	A.T. & T.	AUGUST 2018 POLICE OUTSIDE PHONE LINE	09/18/18	227.05	
032725	BALBOA CAPITAL	OCTOBER 2018 WATER DISPENSER FOR OFFICE	09/18/18	65.20	
032726	BAUDVILLE, INC	CERTIFICATES FOR OFFICE	09/18/18	112.35	
032727	CAL-AM WATER	AUGUST 2018 WATER BILL - 1 SYLVAN	09/18/18	88.29	
032727	CAL-AM WATER	AUGUST 2018 WATER BILL - 320 ELDER	09/18/18	54.71	
032727	CAL-AM WATER	AUGUST 2018 WATER BILL - 525 ORTIZ	09/18/18	32.77	
032727	CAL-AM WATER	AUGUST 2018 WATER BILL - 600 DIAS	09/18/18	122.01	
032728	CITY OF SANTA CRUZ	9/21/18 MONTEREY BAY MANAGERS MEETING	09/18/18	25.00	
032729	COMCAST	SEPTEMBER 2018 P/W INTERNET & PHONE	09/18/18	152.42	
032730	CREEGAN & D'ANGELO	AUGUST 2018 ENGINEERING SERVICES	09/18/18	29514.50	
032731	CSG CONSULTANTS, INC.	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	125.00	
032732	DECISIONWISE, LLC	360 FEEDBACK SURVEY SERVICES	09/18/18	1000.00	
032733	DEL REY OAKS CAR WASH	AUGUST 2018 CAR WASHES FOR POLICE	09/18/18	74.00	
032734	DE LAGE LANDEN FINANCIAL SERVI	SEPTEMBER 2018 STREE SWEEPER PAYMENT #35	09/18/18	1522.18	
032735	FIRST ALARM SECURITY	INSPECTION/OPEN & CLOSE/ACTIVITY REPORTS	09/18/18	57.17	
032736	HOPE SERVICES	2018 WEST END CLEAN UP CREW	09/18/18	569.25	
032737	GLASS MOSAIC TILE & MARBLE	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	110.00	
032738	GRANITEROCK CO # 29137	DRAIN ROCK & BASE ROCK FOR CALIFORNIA SIDEWALK	09/18/18	397.81	
032738	GRANITEROCK CO # 29137	DRAIN ROCK & BASE ROCK FOR CALIFORNIA SIDEWALK	09/18/18	135.08	
032738	GRANITEROCK CO # 29137	SOIL STABILIZER, WATER CAN	09/18/18	507.96	

Check Number	Vendor Name	Invoice Description	Check Date	Gross Check Amount
032739	VITO GRAZIANO	SEPTEMBER 2018 ACCRUAL CASH OUT	09/18/18	11584.51
032740	GROUNDWORK RENEWABLES, INC.	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	110.00
032741	HINDERLITER, DE LLAMAS & ASSOC	SALES/TRANSACTION TAX CONTRACT SERVICES	09/18/18	1839.65
032742	THE HERALD	2018 WEST END ADVERTISING	09/18/18	846.16
032743	ILLUSIONS OF GRANDEUR	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	110.00
032744	MONTEREY COUNTY BUSINESS	9/14/18 MCBC LUNCHEON	09/18/18	60.00
032745	MONTEREY COUNTY CHIEF LAW ENFO	ANNUAL MEMBERSHIP DUES - CHIEF FERRANTE	09/18/18	150.00
032746	MICHAEL C MCCARTHY	AUGUST 16-31, 2018 LABOR RELATIONS SERVICES	09/18/18	4500.00
032747	MRWMD	AUGUST 2018 REFUSE CHARGES	09/18/18	558.00
032748	MONTEREY STOVE AND HOT TUB	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	109.82
032749	VIDORANCH SALES	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	100.00
032750	PENINSULA FLORAL	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	66.00
032751	PRECISION PLUMBING & HEATING	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	109.98
032752	PACIFIC THROTTLE HOUSE	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	79.90
032753	RED DOOR GARDEN GALLERY	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	136.54
032754	DAVID W. JANSEN	CITY HALL SYSTEMS/SERVERS MAINTENANCE	09/18/18	777.00
032754	DAVID W. JANSEN	POLICE SYSTEMS MAINTENANCE	09/18/18	504.00
032754	DAVID W. JANSEN	POLICE WATCHGUARD/PATROL 1 MAINTENANCE	09/18/18	294.00
032755	SAVE ON CLEANERS	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	110.00
032756	SAUNDERS SCULPTURE WORKS, INC.	REFUND FY 18-19 BUSINESS LICENSE OVERPAYMENT	09/18/18	126.80
032757	SHRED IT- SAN JOSE	AUGUST 31, 2018 SHREDDING SERVICE	09/18/18	56.00
032758	SMART & FINAL	2018 WEST END SUPPLIES - ICE	09/18/18	65.39
032759	STAR SANITATION, LLC	AUGUST 2018 BIKE TRAIL RESTROOM	09/18/18	230.44
032760	STATEWIDE TRAFFIC SAFETY & SIG	NO PARKING SIGNS AND POSTS	09/18/18	899.74
032761	STURDY OIL COMPANY	8/15/18 TO 8/31/18 FUEL COSTS	09/18/18	1556.79
032762	UNITED ROTARY BRUSH CORPORATIO	4 BOXES STREET SWEEPER BROOMS	09/18/18	524.43
032763	VERIZON WIRELESS	AUGUST 2018 CELL PHONE BILLS	09/18/18	1163.17
032764	A.T. & T.	AUGUST 2018 POLICE T-LINE	09/25/18	214.57
032764	A.T. & T.	AUGUST 2018 TELEPHONE BILLS	09/25/18	336.04
032765	CALPERS 457 PLAN	SEPTEMBER 2018 PERS 457 CONTRIBUTIONS	09/25/18	15906.57
032766	CALIFORNIA HIGHWAY	SEPTEMBER 2018 HIGHWAY CLEAN UP	09/25/18	295.00
032767	MONTEREY COUNTY WEEKLY	2018 WEST END ADVERTISING	09/25/18	3505.00
032768	COMCAST	SEPTEMBER 2018 CITY INTERNET/COUNCIL TV	09/25/18	96.89
032768	COMCAST	SEPTEMBER 2018 POLICE CABLE TV	09/25/18	46.59
032769	CSG CONSULTANTS, INC.	AUGUST 2018 CODE ENFORCEMENT SERVICES	09/25/18	1440.00
032770	EMC PLANNING GROUP, INC.	AUGUST 2018 PLANNING STAFF SUPPORT	09/25/18	226.40
032770	EMC PLANNING GROUP, INC.	AUGUST 2018 VIBRANCY PLAN SERVICES	09/25/18	5722.26
032771	HOPE SERVICES	AUGUST 2018 CLEAN UP CREW	09/25/18	4419.28
032772	HAYASHI & WAYLAND	JULY/AUGUST 2018 AUDIT & MANAGEMENT SERVICES	09/25/18	4637.50
032773	HEISINGER BUCK AND MORRIS	AUGUST 2018 ATTORNEY REIMBURSABLE COSTS	09/25/18	39.10
032774	THE HERALD	AUGUST 2018 LEGAL ADVERTISING	09/25/18	180.37
032775	DANNY MARTIN	SEPTEMBER 2018 ACCRUAL CASH OUT	09/25/18	4029.58
032776	MONTEREY BAY PEST CONTROL	SEPTEMBER 13, 2018 PEST CONTROL SERVICE	09/25/18	120.00
032777	MARTINA POLICE CADET PROGRAM	FY 2018-2019 CONTRIBUTION	09/25/18	500.00
032778	PACIFIC SMOG	SMOG CHECK FOR P/W 1996 CHEVY 3500	09/25/18	43.75
032778	PACIFIC SMOG	SMOG CHECK FOR P/W 2006 FORD F350	09/25/18	39.75
032779	PAPER DIRECT	2018 CHRISTMAS PAPER, INVITATIONS, CARDS	09/25/18	353.04
032780	PACIFIC CREST ENGINEERING, INC	AUGUST 2018 ENGINEER/GEOTECHNICAL FEES	09/25/18	1225.00
032781	PESTICIDE APPLICATORS	MEMBERSHIP AND SEMINAR - MARK PARKER	09/25/18	125.00
032782	PETTY CASH - CASHED BY SHELBY	REPLENISH PETTY CASH	09/25/18	225.72
032783	PACIFIC GAS & ELECTRIC	AUGUST 2018 UTILITY BILLS	09/25/18	2599.10
032784	DAVID W. JANSEN	POLICE - 5 TONER FOR RECORDS PRINTER	09/25/18	348.00
032784	DAVID W. JANSEN	POLICE - KWM ISSUE ON PAROL 1/WATCHGUARD	09/25/18	273.00
032784	DAVID W. JANSEN	POLICE - MAINT ON CHIEF, KVM, FLASH DRIVES/SWITCH	09/25/18	367.22
032785	SEASIDE GARDEN CENTER	TREES, GAS CAN, OIL, FERTILIZER	09/25/18	670.62
032786	SPCA	AUGUST 2018 ANIMAL SERVICES	09/25/18	155.00
032787	STURDY OIL COMPANY	9/1/18 TO 9/15/18 FUEL COSTS	09/25/18	1412.01
032788	US FISH & WILDLIFE SERVICE	INCIDENTAL TAKE PERMIT/HABITAT CONSERVATION	09/25/18	100.00

Grn-Total:
 Ttl-Count: 148

229357.52

**Sand City
Successor Agency
for the Former
Redevelopment
Agency**

REPORT.: 10/17/18
 RUN....: 10/17/18
 Run By.: LINDA

SUCCESSOR AGENCY
 Balance Sheet Report
 ALL FUND(S)

PAGE: 001
 ID #: GLBS
 CTL.: SUC

Ending Calendar Date.: September 30, 2018 Fiscal (03-19)

Assets			Acct ID
Fiduciary Fund Tax Increment Account	885,912.97	40	1005
Fiduciary Fund 2008 TAX EXEMPT CD #6998114883	526,247.19	40	1025
Fiduciary Fund 2008 TAX EXEMPT CD # 535671579	531,579.15	40	1026
Fiduciary Fund 2008A RESERVE ACCOUNT	35.14	40	1060
Fiduciary Fund 2008B RESERVE ACCOUNT	224,850.00	40	1070
Fiduciary Fund 2008B Debt Service Fund	294.08	40	1072
Fiduciary Fund Escrow Fund 2017 Refunding	5,049,140.68	40	1084
Fiduciary Fund 2017 Debt Service Fund	31.98	40	1085
Fiduciary Fund Land	1,958,822.26	40	1291
Fiduciary Fund FURNITURE AND FIXTURES	40,218.25	40	1293
Fiduciary Fund SIGNS AND LANDSCAPING	182,630.99	40	1297
Fiduciary Fund ACCUMULATED DEPRECIATION	-220,294.23	40	1300

Total of Assets ---->	9,179,468.46		9,179,468.46
			=====

Liabilities			Acct ID
Fiduciary Fund REFUNDABLE FEES	1,455,000.00	40	2045
Fiduciary Fund GENERAL LT- ADVANCE COSTCO/SEA	4,650,000.00	40	2330
Fiduciary Fund LOAN PAYABLE-HOUSING	471,405.00	40	2452
Fiduciary Fund LT ADVANCES FOR OPERAT EXPENSE	3,626,057.91	40	2455
Fiduciary Fund ADVANCES COP REIMBURSEMENTS	1,454,766.42	40	2460
Fiduciary Fund SERIES A BONDS	4,980,000.00	40	2480
Fiduciary Fund SERIES B BONDS	1,110,000.00	40	2485
Fiduciary Fund Refunding Bonds, Series 2017	4,330,000.00	40	2490

Total of Liabilities ---->	22,077,229.33		

FUND Balances			Acct ID
Fiduciary Fund Unappropriated Fund Balance	-13,290,199.54	40	3400
CURRENT EARNINGS	392,438.67		

Total of FUND Balances ---->	-12,897,760.87		9,179,468.46
			=====

REPORT.: Oct 17 18 Wednesday
 RUN....: 10/17/18 Time: 09:30
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Register Activity Report
 For Period: 09-18

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

Reg	Period	Date	Receipt	T	Opr	ID No	Description	G/L Posting	Amt Paid
000	09-18	09/30/18	00327	C	Mis	BND04	3 MONTH TAX EXEMPT BOND INTEREST SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 RABOBANK	Db: 40 1025 Cr: 40 4435 00	22.65
			00328	C	Mis	BND05	Issued..: TO (DEVON) Sep 30 2018 02:16 pm Devon Lazzarino 6 MONTH TAX EXEMPT BOND INTEREST SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 Paid by: RABOBANK	Db: 40 1026 Cr: 40 4435 00	22.89
			00329	C	Mis	PRP01	Issued..: TO (DEVON) Sep 30 2018 02:18 pm Devon Lazzarino PROPERTY TAX INCREMENT SEPTEMBER 2018 INTEREST Receipt Date: 09/30/18 Paid by: RABOBANK	Db: 40 1005 Cr: 40 4450 00	136.18
							Issued..: TO (DEVON) Sep 30 2018 02:20 pm Devon Lazzarino	Day 09/30/18 Total ---->	181.72
								Period 09-18 Total ---->	181.72
								Register 000 Total ---->	181.72
									=====
								Total of All Registers ---->	181.72
									=====

REPORT.: Oct 17 18 Wednesday
 RUN....: Oct 17 18 Time: 09:28
 Run By.: Linda Scholink

SUCCESSOR AGENCY
 Month End Cash Disbursements Report
 Report for 09-18 BANK ACCOUNT 1005

PAGE: 001
 ID #: PY-CD
 CTL.: SUC

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-18	002167	09/06/18	USB01 (US BANK)		2,000.00	.00	2,000.00	SERIES 2017 BONDS ADMIN F
	002168	09/24/18	HAY01 (HAYASHI & WAYLAND)		695.50	.00	695.50	JULY 2018 MANAGEMENT SERV
	002169	09/25/18	HAY01 (HAYASHI & WAYLAND)		195.00	.00	195.00	AUGUST 2018 MANAGEMENT SE
Total for Bank Account 1005 ----->					2,890.50	.00	2,890.50	
Grand Total of all Bank Accounts ----->					2,890.50	.00	2,890.50	

AGENDA ITEM

6H

Memorandum

To: Mayor, and City Council
From: Director of Administrative Services
Date: 11/15/2018
Re: Gann Limit

Each year, State and Local Governments must adopt a resolution establishing an Appropriations Limit, also known as the "Gann Limit". Sand City does this each year at the same time they approve the budget for the following year.

During the Audit this year, the auditors found the Gann Limit for 2017-2018 had been calculated incorrectly. Through further research, it was found that the beginning number that was used to start the calculation each was taken from year 2014-2015, rather than 2016-2017 which made the calculation incorrect.

The two resolutions before you are to Rescind prior Resolution SC 17-62 for fiscal year 2017-2018, and Rescind prior Resolution SC 18-65 for fiscal year 2018-2019, and replace them with two new Resolutions with the correct calculations carried forward.

These calculations are important due to any tax revenues received in excess of the Appropriations Limit that must be refunded to taxpayers only if the limit is exceeded over a two-year period. By correcting these calculations it has changed the 2018-2019 appropriation limits from \$11,723,666 to \$ 13,282,796.

**CITY OF SAND CITY
RESOLUTION SC____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RESCINDING
RESOLUTION SC 17-62, 2017 AND REPLACING A CORRECTED APPROPRIATIONS
LIMIT FOR FISCAL YEAR 2017-2018 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 \$11,705,973 was calculated and established for Fiscal Year 2016-17, and a new appropriations limit for Fiscal Year 2017-18 has been calculated as \$12,259,666 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation factor from the State and population increase factor from the County as allowed by state law; and

WHEREAS, the previously adopted Resolution SC 17-62, 2017, establishing an Appropriations Limit for Fiscal Year 2017-2018 pursuant to Article XIII B of the California Constitution is hereby rescinded and replaced herein upon adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City that the appropriations limit for Fiscal Year 2017-18 shall be and is hereby established in the amount of \$12,259,666.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>Population Minus Exclusions</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Monterey				
Carmel-By-The-Sea	-0.03	3,843	3,842	3,842
Del Rey Oaks	0.66	1,670	1,681	1,681
Gonzales	0.67	8,492	8,549	8,549
Greenfield	2.18	17,484	17,866	17,866
King City	1.58	14,255	14,480	14,480
Marina	2.38	21,027	21,528	21,528
Monterey	0.63	24,846	25,002	28,828
Pacific Grove	0.71	15,388	15,498	15,498
Salinas	0.65	161,426	162,470	162,470
X Sand City	0.52	382	384	384
Seaside	0.05	30,138	30,153	34,165
Soledad	2.86	16,455	16,925	26,065
Unincorporated	1.16	105,350	106,572	107,009
County Total	1.00	420,756	424,950	442,365

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

EXHIBIT A

**CITY OF SAND CITY
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2017-2018**

A. LAST YEAR'S LIMIT	\$11,705,973
B. 2017-2018 Per Capital of Living Change = 1.0369 Population Change = 1.00 (Monterey County)	
C. ADJUSTMENT FACTORS	
1. Per Capita Cost of Living converted to a ration:	$\frac{3.69 + 100}{100} = 1.0369$
2. Population Converted to a ratio:	$\frac{1.00 + 100}{100} = 1.0081$
3. Calculations of Factor for FY 2017-2018	$1.0369 \times 1.01 = 1.047269$
FY 2017-18 Adjustment: \$11,705,973 x 1.047269 =	\$12,259,666

Fiscal Year 2017-18

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u>	<u>— Population Minus Exclusions —</u>	
	2016-17	1-1-16	1-1-17
Los Angeles			
Incorporated	0.67	9,118,928	9,179,836
County Total	0.57	10,173,616	10,231,933
Madera			
Incorporated	1.44	77,377	78,493
County Total	1.05	148,504	150,063
Marin			
Incorporated	0.15	193,829	194,129
County Total	0.18	259,087	259,541
Mariposa			
Incorporated	0.00	0	0
County Total	-0.11	18,085	18,066
Mendocino			
Incorporated	0.52	29,313	29,466
County Total	0.41	88,610	88,973
Merced			
Incorporated	0.93	178,431	180,087
County Total	1.15	270,394	273,512
Modoc			
Incorporated	-0.71	2,679	2,660
County Total	-0.42	9,542	9,502
Mono			
Incorporated	0.23	7,984	8,002
County Total	0.44	13,522	13,581
Monterey			
Incorporated	0.94	315,406	318,378
County Total	1.00	420,756	424,950

*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 2017-18 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2017-18 appropriation limit.

2017-18:

Per Capita Cost of Living Change = 3.69 percent
Population Change = 0.85 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$

Population converted to a ratio: $\frac{0.85 + 100}{100} = 1.0085$

Calculation of factor for FY 2017-18: $1.0369 \times 1.0085 = 1.0457$

CITY OF SAND CITY

RESOLUTION SC 17-62, 2017

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-2018
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

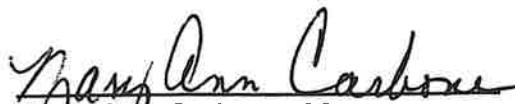
WHEREAS, an appropriations limit of \$10,332,281 was calculated and established for Fiscal Year 2016-17, and a new appropriations limit for Fiscal Year 2017-18 has been calculated as \$10,820,678 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation 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 2017-18 shall be and is hereby established in the amount of \$10,820,678.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 20th day of June, 2017 by the following votes:

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

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: $\$10,820,678 \times 1.08345517 = \underline{\$11,723,719}$

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RESCINDING
RESOLUTION SC 18-65, 2018 AND REPLACING A CORRECTED 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 \$12,259,666 was calculated and established for Fiscal Year 2017-18, and a new appropriations limit for Fiscal Year 2018-19 has been calculated as \$13,282,796 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation factor from the State and population increase factor from the City as allowed by state law; and

WHEREAS, the previously adopted Resolution SC 18-65, 2018, establishing an Appropriations Limit for Fiscal Year 2018-2019 pursuant to Article XIII B of the California Constitution is hereby rescinded and replaced herein upon adoption of the City Council.

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 \$13,282,796.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this _____ day of November, 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
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2018-2019**

A. LAST YEAR'S LIMIT	\$12,259,666
B. 2018-2019 Per Capital of Living Change = 3.67 Population Change = 4.51 (Monterey County)	
C. ADJUSTMENT FACTORS	
1. Per Capita Cost of Living converted to a ration:	$\frac{3.67 + 100}{100} = 1.0367$
2. Population Converted to a ratio:	$\frac{4.51 + 100}{100} = 1.0451$
3. Calculations of Factor for FY 2018-2019	$1.0367 \times 1.0451 = 1.083455$
FY 2018-19 Adjustment: \$12,259,666 x 1.083455 = \$13,282,796	

- 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: $1.0367 \times 1.0078 = 1.0448$

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	<u>Percent Change</u> 2017-2018	<u>Population Minus Exclusions</u>		<u>Total</u>
		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.

Fiscal Year 2018-19

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

County	<u>Percent Change</u>	<u>-- Population Minus Exclusions --</u>	
	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.

CITY OF SAND CITY

RESOLUTION SC 18-65, 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

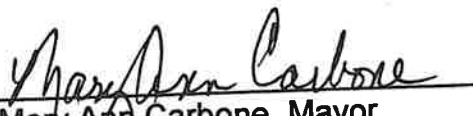
WHEREAS, an appropriations limit of \$10,820,678 was calculated and established for Fiscal Year 2017-18, and a new appropriations limit for Fiscal Year 2018-19 has been calculated as \$11,723,719 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation 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 19th day of June, 2018 by the following votes:

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

APPROVED:


Mary Ann Carbone, Mayor

ATTEST:


Linda K. Scholink, City Clerk

AGENDA ITEM

9A

MEMO

TO: Honorable Mayor and City Council
FROM: Staff
DATE: November 15, 2018
SUBJECT: Approval of Retired Annuitant Employment Agreement for the Position of Interim City Administrator

BACKGROUND:

Since the former City Administrator resigned on September 29, 2018, the position of City Administrator of Sand City has been vacant. On November 6, 2018, the Sand City City Council approved a resolution awarding a contract to retired City of Monterey City Manager, Fred Meurer, to find and work with a search firm to recruit a permanent City Administrator. That process is currently underway.

Mr. Meurer has learned from several search firms that the actual recruitment of a permanent City Administrator could take six months or longer, and due to the current workloads of the search firms, they would not start the recruitment in earnest until February or March of 2019. In the meantime, Mr. Meurer has agreed to serve as the City's Interim City Administrator until a permanent City Administrator is hired. Mr. Meurer has the specialized experience required for this position as he formerly served as the City Manager of the City of Monterey for twenty-three years. Mr. Meurer also has broad knowledge of a variety of local and regional issues that affect Sand City.

As a retired annuitant of CalPERS, Mr. Meurer's compensation is limited by state law. He is restricted to working no more than 960 hours for the City during the 2018-2019 fiscal year. In addition, state law limits the rate of pay Mr. Meurer may receive: Meurer's pay as Interim City Administrator may not exceed the maximum paid to the former City Administrator, and Mr. Meurer may not receive any benefits. The rate of pay for the former City Administrator was \$162,338.56 per year and \$78.05 per hour. If employed as Interim City Administrator, Mr. Meurer will therefore be compensated at the rate of \$78.05 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

FINANCIAL IMPACT:

The agreement is for a rate of pay of \$78.05 per hour, not to exceed 960 hours in the Fiscal Year 2018-2019, with a total of \$74,928.00.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the attached Retired Annuitant Employment Agreement for the Position of Interim City Administrator.

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE RETIRED
ANNUITANT EMPLOYMENT AGREEMENT FOR THE POSITION OF INTERIM CITY
ADMINISTRATOR**

WHEREAS, the City of Sand City ("City") has a need to fill the position of City Administrator and has begun the process of recruiting suitable candidates for that position; and

WHEREAS, during the recruitment process the City will have no acting City Administrator; and

WHEREAS, Mr. Meurer has the specialized knowledge needed to act as an Interim City Administrator; and

WHEREAS, Mr. Meurer has broad experience in City Administration and extensive local and regional knowledge as he has served as City Manager for the City of Monterey for approximately twenty-three years; and

WHEREAS, Mr. Meurer shall be compensated on a monthly basis according to the City's payroll schedule at a rate of \$78.05 per hour; and

WHEREAS, the term of the agreement shall become effective on November 21, 2018 and will expire upon the first of either: 1) 5:00 p.m. on June 30, 2019; 2) the employment commencement date of a permanent City Administrator employed by the CITY; 3) upon Meurer working his total 960 hours; 4) upon termination of the agreement by Meurer or CITY; and

WHEREAS, Mr. Meurer has agreed to the terms of the Retired Annuitant Employment Agreement attached hereto as (Exhibit A) for the Position of Interim City Administrator.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Exhibit A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT For the Position Of INTERIM CITY ADMINISTRATOR

This Employment Agreement ("Agreement") is made and entered into this 21st day of November 2018, by and between the CITY OF SAND CITY ("CITY"), a California Charter City and municipal corporation, and FRED MEURER ("MEURER"), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of MEURER as its Interim City Administrator, temporarily, to carry out the duties and responsibilities of City Administrator as provided for by the City's Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. MEURER desires to accept employment as Interim City Administrator in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. MEURER represents that he is a retired annuitant of CalPERS within the meaning of Government Code §21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code §21221 (h). MEURER represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the CITY's 2018-2019 fiscal year, and that he therefore acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during CITY's 2018-2019 fiscal year. MEURER represents that he has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement. MEURER further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

D. CITY has determined that it is necessary to hire MEURER, a retired annuitant, because the position of Interim City Administrator requires special skills, and MEURER, by virtue of his significant experience as City Administrator and Interim City Administrator in other cities, has those special skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position.

MEURER accepts employment with CITY as its Interim City Administrator and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement. MEURER shall provide service at the direction and under the supervision of the City Council. It is the intent of the parties that MEURER, as the Interim City Administrator, shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, MEURER shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

1.1 Term.

This Agreement shall become effective and executed both by MEURER and CITY's Mayor, which date shall be the date first referenced above. MEURER shall commence the performance of his duties as the Interim City Administrator on November 21, 2018 or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on June 30, 2019; (ii) upon the employment commencement date of a permanent City Administrator employed by CITY; (iii) upon MEURER working his 960th hour for CITY during the 2018- 2019 fiscal year, including hours worked for other CalPERS agencies during such fiscal year; or (iii) upon termination of the Agreement by either MEURER or CITY as provided in Section 4 (Termination) of this Agreement.

1.2 At-Will.

MEURER acknowledges that he is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City Administrative Personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to MEURER, and nothing in this Agreement is intended to, or does, confer upon MEURER any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of MEURER as provided in Section 1.2 (Term) or Section 4 (Termination)]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of MEURER to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and MEURER, as set forth in Section 1.2 (Term) or Section 4 (Termination) below.

1.3 Duties.

MEURER shall serve as the Interim City Administrator and shall for the Term of the Agreement be vested with the powers, duties and responsibilities of the City Administrator as set forth in the City's Municipal Code, the terms of which are incorporated herein by reference, and any ordinances and resolutions of the CITY as they presently exist and as they may hereafter be amended. MEURER shall provide

service at the direction and under the supervision of the City Council. It is the intent of the parties that the Interim City Administrator shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, MEURER shall report directly to the City Council and will periodically, or as otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY. It is the intent of the City Council for the Interim City Administrator to function as administrative head of CITY's organization, subject to the direction and control of the City Council. Without additional compensation, MEURER shall provide such other services as are customary and appropriate to the position of Interim City Administrator, including serving as the Executive Director of the City's Successor Agency to the former Sand City Redevelopment Agency, with such additional services assigned from time to time by the City Council as may be consistent with California law and the City's Charter and Municipal Code. MEURER shall devote his best efforts to the performance of these duties. Notwithstanding MEURER's duties as Interim City Administrator, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of CITY in a manner that is consistent with the CITY's personnel rules and policies.

1.4 Hours of Work.

MEURER shall devote the time necessary to adequately perform his duties as Interim City Administrator. The parties anticipate that MEURER will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, attendance at activities of Directed Organizations (as defined below), and attendance at such community events and CITY functions as the City Council may direct. Toward that end, MEURER shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, CITY staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. However, in no event shall MEURER be required to work more than 960 hours per fiscal year for CITY, including hours worked for other CalPERS Agencies during the 2018-2019 fiscal year. The position of Interim City Administrator shall be deemed an exempt position under California wage and hour law.

1.5 Directed Organizations.

The City Council desires MEURER to be reasonably active in statewide, regional and/or local organizations as directed by the Mayor or City Council that are deemed necessary to maintain and contribute to the advancement of CITY's interests and standing ("Directed Organizations"). These Directed Organizations may include, without limitation, participation in League of California Cities, the Fort Ord Reuse Authority (FORA), Transportation Agency of Monterey County (TAMC), Monterey Bay Area Self Insurance Authority, Association of Monterey Area Governments (AMBAG), Monterey County Business Council, Monterey Peninsula Chamber of Commerce, Monterey Regional Waste Management District (MRWMD), Monterey Peninsula Water Management District (MPWMD), and Sand City subcommittees and advisory committees. Within a reasonable period of time after this agreement is executed, MEURER and the Mayor will develop a mutually agreed upon plan for MEURER's participation in any of the Directed Organizations in light of the limitation of 960 hours

per fiscal year as set forth in Section 1.5 of this Agreement (Hours of work). CITY agrees to budget and, consistent with that budget, pay for any dues and subscriptions of the Interim City Administrator necessary for his participation in the Directed Organizations.

1.6 Other Activity.

In accordance with Government Code §1126, during the period of his employment, MEURER shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Directed Organizations), or expressly set forth below in this section 1.7), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of MEURER's duties as Interim City Administrator. CITY hereby consents to MEURER's continued provision of consulting services to the United States Air Force and MEURER's fulfillment of an existing obligation to the City of Carmel to provide executive coaching.

1.7 Termination of contract for Professional Consulting Services

CITY and MEURER agree that as of the date of this Agreement, Meurer Municipal Consulting, LLC and CITY's prior Agreement for Professional Consulting Services, entered into in November 2018 ("Consulting Agreement") is immediately terminated. CITY and MEURER agree to waive the notice requirements for termination set forth in the Consulting Agreement. MEURER shall immediately cease all work under the Consulting Agreement. CITY shall pay MEURER the actual value of any work performed under the Consulting Agreement up to the date of this Agreement.

2. Compensation.

2.1 Rate of Pay.

For all services performed by MEURER as the Interim City Administrator under this Agreement, CITY shall pay MEURER compensation at the rate of \$78.05 per hour according to the payroll schedule in place for CITY employees paid monthly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements.

Because the CITY will reemploy MEURER as Interim City Administrator after he has retired under, and begun receiving retirement benefit payments from CalPERS, it is the intent of the parties to compensate MEURER only to the extent permitted under Government Code §§ 7522.56 and 21221(h) and corresponding CalPERS regulations and policy statements which allow a retired annuitant to work for a CalPERS employer such as CITY in a vacant position such as the City Administrator position without reinstatement into PERS and loss or interruption of PERS benefits. CITY acknowledges that MEURER is an interim appointed during recruitment for a permanent appointment to a vacant position deemed by the CITY to require specialized skill.

The Rate of Pay is within the established salary range for City Administrator \$162,338.56 per year and \$78.05 per hour. MEURER acknowledges that he will be compensated at the lesser rate of \$78.05 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

2.1.2 Recordation and Reporting of Hours Worked.

MEURER will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, MEURER shall keep CITY continually apprised of any hours worked by MEURER for other CalPERS Agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits.

Pursuant to Government Code §21221(h), 7522.56 and related CalPERS regulations and policy statements, MEURER shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3. Vacation and Leave.

3.1 No Leave.

MEURER and CITY agree that MEURER, in accordance with Government Code §21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY.

This Agreement may be terminated by CITY for any reason thirty (30) days after providing written notice to MEURER of such termination. CITY's only obligation in the event of such termination will be payment to MEURER of all compensation then due and owing as set forth in Section 2.1 (Rate of Pay) for work performed up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By MEURER.

This Agreement may be terminated by MEURER for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make MEURER's termination effective at any time prior to the

end of such period, provided CITY pays MEURER all compensation as set forth in Section 2.1 (Rate of Pay) then due and owing him through the last day actually worked.

4.3 No Notice for Expiration.

Nothing in this Section 4 (Termination) shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.2 (Term).

4.4 Termination Obligations.

MEURER agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of MEURER's employment. MEURER's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY during his/her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, presentations, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, MEURER shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, MEURER shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. MEURER's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

MEURER represents and warrants to CITY that he presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals.

The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation.

MEURER shall operate any vehicle used in connection with the performance of his duties as Interim City Administrator in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in MEURER's personnel file. MEURER agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

CITY OF SAND CITY
City Hall
1 Pendergrass Way
Sand City, 93955
Attn: Mayor and City Council

MEURER'S Notice Address:

Fred Meurer
26411 Lucie Lane
Salinas, CA 93908

7.4 Indemnification.

CITY shall indemnify, defend, and hold MEURER harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, subject to the provisions and limitations of Government Code §825, provided such lawsuit names MEURER as a party and contains allegations concerning his acts or omissions within the course and scope of his employment.

7.5 Bonding

The CITY will continue for the duration of this agreement to purchase a crime Insurance policy which, pursuant to Cal. Government Code §1463, will serve as an alternative to the state law public official bond requirement.

7.6 Integration.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of MEURER's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or

implied, pertaining in any manner to the employment of MEURER, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to MEURER and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments.

This Agreement may not be amended except in a written document signed by MEURER, approved by the City Council and signed by CITY's Mayor.

7.8 Waiver.

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment.

MEURER shall not assign any rights or obligations under this Agreement.

7.10 Severability.

If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

7.11 Attorneys' Fees.

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action concerning this Agreement or the subject matter hereof shall be brought and maintained in the Superior Court of California in and for the County of Monterey.

7.13 Interpretation.

The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party. This Agreement shall be interpreted as though it was prepared by both the CITY and MEURER.

7.14 Entire Agreement

This Agreement constitutes the entire Agreement between the parties. This Agreement may only be altered, amended or modified by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to

claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.15 Acknowledgment.

MEURER acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto in Sand City California, on November 21, 2018.

CITY OF SAND CITY:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

MEURER:

Fred Meurer


APPROVED AS TO FORM:

Vibeke Norgaard, City Attorney

AGENDA ITEM

9B

Memo

To: Honorable Mayor and City Council
From: Linda Scholink, Director of Administrative Services / City Clerk 
Prepared: Mike McCarthy, Human Resources Consultant
Date: November 14, 2018
Re: Terms for Reserve Police Officers

Agenda Title:

ADOPT NEW TERMS FOR RESERVE POLICE OFFICERS FOR FISCAL YEAR 2018/2019

Background:

During this fiscal year, Council provided salary increases for represented members of the Police Officer Association. The City has traditionally provided the same percentage increase to Reserve Police Officers as provided to POA-represented full time Police Officers.

POA-represented Police Officers received the following salary increases in fiscal year 2018-2019:

- July 1, 2018: 3.0%
- October 1, 2018: 3.0%

Sand City has an outstanding Police Department, and its Reserve Officers play a critical role in the department. There are currently 3 Reserve Officers, who work approximately 50-60 hours per month. Their duties and responsibilities, as sworn police officers, mirror those of the existing POA-represented Police Officers. This position can also provide a path for the Reserves to promote into a Police Officer vacancy.

Recommendation

Staff recommends that Council adopt the attached resolution which would provide a 3.0% salary adjustment, effective July 1, 2018 and a 3.0% salary adjustment, effective October 1, 2018.

Fiscal Impact

The ongoing annual cost of these increases, based on the current number of reserve officers and approximate workload, would be \$3,500.

Staff will be available to answer any questions.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ADOPTING NEW TERMS FOR RESERVE POLICE OFFICERS FOR
FISCAL YEAR 2018/2019**

WHEREAS, the City of Sand City wishes to ensure that Sand City offers an attractive salary and benefit package that is competitive with other cities on the Monterey Peninsula to retain and attract high quality City employees; and

WHEREAS, Police Officers represented by the Sand City Police Officer Association received salary adjustments in Fiscal Year 2018-19; and

WHEREAS, the Reserve Police Officers have traditionally received the same salary adjustment as Police Officers represented by the Sand City Police Officer Association.

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

- A 3.0% wage increase for Reserve Police Officers to be effective July 1, 2018.
- A 3.0% wage increase for Reserve Police Officers to be effective October 1, 2018.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGENDA ITEM

9D



In Celebration of the Holiday Season

The Sand City Council invites you to attend the

**Annual Christmas Tree Lighting
Ceremony**

Friday, November 30, 2018

6:00 – 8:00 p.m.

City Hall

Bring the entire family and visit with Mr. & Mrs. Claus

Hot Chocolate, Apple Cider, Coffee & Cookies

Monterey Concierge Medicine

Name: Monterey Concierge Medicine

Date: November 29, 2018

Time: 5:00 PM - 6:25 PM PST

Event Description:

Join us for the grand opening and ribbon cutting of Monterey Concierge Medicine! Stop in to meet Dr. Shomir Banerjee and see the beautiful new practice. There will be small bites, wine and beer, and a chance to win a gift certificate!

Location:

40 Dormody Ct.
Monterey, CA 93940

Date/Time Information:

Thursday, November 29
5:00 - 6:30 pm

Set a Reminder:

Enter your email address below to receive a reminder message.

Enter Email Address

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



Name: MY Museum Holiday Chamber Mixer

Date: December 6, 2018

Time: 5:30 PM - 7:30 PM PST

[Register Now](http://www.montereychamber.com/events/register/4872)
(<http://www.montereychamber.com/events/register/4872>)



Event Description:

Join us for our annual Holiday Mixer, hosted by MY Museum!
Enjoy refreshments including a hot cocoa bar and cookie decorating station. Nibble on small bites while mingling with friends in your best holiday sweaters. MY Gift Cart will be open for any of you children holiday gift needs. It will be a holiday party you wont want to miss!

Share: (<http://www.montereychamber.com/>)

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Location:
MY Museum - Monterey County Youth Museum
425 Washington St.
Monterey, CA 93940

Date/Time Information:
Thursday, December 6, 2018
5:30 - 7:30 PM

Fees/Admission:
\$10 Members/ \$20 Prospective Memebrs

Set a Reminder:

Enter your email address below to receive a reminder message.

Enter Email Address

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Monterey Peninsula Chamber of Commerce
📍 243 El Dorado Street, Suite 200, Monterey, CA 93940 (<https://maps.google.com?q=243+El+Dorado+Street%2c+Suite+200+Monterey+CA+93940>)
☎ 831.648.5350 (tel:831-648-5350)
✉ info@montereychamber.com (<mailto:info@montereychamber.com>)



(<http://www.facebook.com/MontereyPeninsulaChamber/>) (<https://twitter.com/montereychamber>)



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